

PROHIBITED ITEMS



DEFINITIONS

1. In this Lease:

1. ACP means the Storer's alternative contact person, as specified in item 2 of the Reference Schedule.
2. Cleaning Fee means the cleaning fee specified in item 11 of the Reference Schedule.
3. Common Area means the areas of the Facility designated by the Facility Owner for the Storer to use in common with others (for example, car parking areas, footpaths, access ways, entrances, stairs, toilets and loading docks).
4. Default Action means any of the actions described in clause 7.
5. Deposit means the deposit amount specified in item 10 of the Reference Schedule.
6. Facility means the storage facility location specified in item 5 of the Reference Schedule.
7. Holding Over means anytime the Storer continues to occupy the Space after the Fixed Period has ended.
8. Facility Owner or FO means the owner of the land and the facility, as specified in Item 3 of the Reference Schedule and includes its directors, employees and agents.
9. Fees means, collectively, the fees described in item 11 of the Reference Schedule.
10. Fixed Period means the fixed term of this Lease specified in item 7 of the Reference Schedule.

11. Late Payment Fee means the late payment fee specified in item 11 of the Reference Schedule.
12. PPSA means the Personal Property Securities Act 2009 (Cth) and any regulations or instruments made under it, as amended or replaced from time to time.
13. Space means the storage space specified in item 6 of the Reference Schedule. (or any other storage space as may be subsequently allocated to the Storer by the FO during the Storage Period).
14. Rent means the amount specified in Item 9 of the Reference Schedule.
15. Storage Period means the Fixed Period and any additional time the Space remains in Holding Over.
16. Storer means the storer specified in the Reference Schedule.
17. Termination Notice Period means the period of one (1) month.

STORAGE

2. The FO leases the Space to the Storer on the conditions in this Lease during the Storage Period.
3. The Storer:
 1. may store its goods only in the Space;
 2. is deemed to have knowledge of the goods in the Space;
 3. warrants that it is the owner of the goods in the Space and/or is entitled at law to deal with such goods in accordance with all aspects of this Lease;
 4. warrants that it will only use the Space for the purposes authorised under this Lease;
 5. may use the Common Areas together with other occupiers or people in the Facility;
 6. acknowledges that the Space is approximately the size advertised by the FO; and
 7. agrees that all time limits imposed on the Storer under this Lease must be strictly complied with.
4. The FO:
 1. does not provide any services under this Lease;
 2. does not have, and will not be deemed to have, knowledge of the goods in the Space;
 3. is not a bailee nor a warehouseman of the goods stored in the Space and the Storer acknowledges that the FO does not take possession of the goods stored in the Space; and
 4. claims a contractual lien over all goods stored in the Space until the FO receives payment of any sum due to it by the Storer. Subject to the provisions of this Lease, if the FO does not receive payment of any sum payable to it in accordance with the provisions of this Lease, the Storer will be deemed to be in default of its obligations under this Lease and FO may take such Default Action as it deems appropriate.

FEES, COSTS & EXPENSES

5. Upon signing this Lease, the Storer must pay to the FO:
 1. the Deposit (which, subject to the provisions of this Lease, will be refunded to the Storer within 30 days of termination of this Lease, less any deductions authorised by this Lease); and
 2. the first month's Rent; and
 3. any other Fees specified in item 10 of the Reference Schedule as being payable upon signing of this Lease.

No amount is payable by the Storer to the FO for the grant of the Lease by the FO to the Storer. The Storer and FO acknowledge that none of the amounts payable under paragraphs a, b or c in this clause are payments for the grant of the Lease. In this regard the Deposit is in the nature of a bond, the first month's rent is for use and enjoyment of the Facility and the payment of Fees is in respect of services to be provided and recoupment of costs and expenses incurred or to be incurred.
6. The Storer must pay the Rent to the FO monthly in advance on the first date of each calendar month for the periodic use and enjoyment of the Facility in accordance with the terms and conditions of this Lease. The FO will not issue monthly invoices in respect of the Rent so it is the Storer's responsibility to ensure that it meets this payment obligation on time and in full throughout the Storage Period.
7. The FO may increase the Rent any time after the expiry of the Fixed Period but must provide at least 28 days' notice of any increase. If the Storer objects to the increase, the Storer may, before the expiration of that 28 day period, terminate this Lease and move out by giving no less than 24 hours' notice to the FO (i.e. instead of the usual notice period required under clause 17 for the Storer to terminate this Lease).
8. The Storer must pay the following additional fees to the FO:
 1. the Cleaning Fee, payable on demand from the FO if the FO reasonably determines that the Space requires cleaning;
 2. a Late Payment Fee, payable each time a Rent payment is late;
 3. any fees specified in item 10 of the Reference Schedule (if applicable);
 4. any reasonable costs incurred by the FO in collecting late or unpaid Fees, maintaining the Storer's goods on behalf of the Storer, selling the Storer's goods in accordance with the provisions of this Lease, or in enforcing this Lease in any way including, but not limited to, postage, telephone, debt collection or personnel costs and any Default Action costs; and
 5. a Refused Delivery Fee, payable if the Storer fails to accept delivery of the goods stored in the Space in accordance with clause 25; and
 6. any fees or costs incurred by the FO as a result of the Storer or someone authorised by the Storer triggering an alarm at the Facility.
9. The Storer is responsible for payment of any government taxes, charges or duties payable in respect of this Lease, except for any land tax which is payable by the FO.

PAYMENTS

10. All recurring payments under this Lease must be made by way of direct debit or automatic payment made from the Storer's credit or debit card.
11. When the Storer arranges to have funds debited directly from the Storer's nominated bank account, the Storer authorises the FO to arrange, through the FO's own financial institution, a debit to the Storer's nominated account, any amount deemed payable by the Storer.
12. The FO will automatically deduct from the Storer's nominated account or credit or debit card any amount payable to the FO on and from the Commencement Date.
13. To update your direct debit details, please allow at least 1 business day before your next payment due date so we have time to process your request.
14. It is the Storer's responsibility to ensure sufficient cleared funds are available in the Storer's nominated account or there is sufficient available credit on the Storer's nominated credit card account (as applicable) when the payments are due to be drawn.
15. The Storer acknowledges that if any debit is returned or dishonoured:
 1. it may have to pay any fees or charges imposed or incurred by the FO in relation to processing the payment;
 2. it must arrange for a payment to be made and the debt cleared as soon as possible and part payment of an amount owing does not affect the Storer's obligation to pay the balance of the debt. Acceptance of a part payment will also not be a waiver of any kind of any other right the FO may have under this Lease.
16. Any amount paid by way of direct debit will not be credited to the Storer's account with the FO unless the Storer identifies its details clearly and as reasonably directed by the FO. The Storer indemnifies the FO against any claim for loss, damage or expenses incurred by the FO in connection with its enforcement of this Lease, including in relation to the sale or disposal of the Storer's goods, due to the Storer's failure to correctly identify a direct debit payment.

HOLDING OVER

17. The Storer may continue to occupy the Space beyond the Fixed Period with the FO's consent. Such occupation is on the same terms as are in this Lease and at the rent payable immediately before the end of the Fixed Period. The FO or the Storer may end that tenancy on any day by giving at least one month's notice to the other.

DEFAULT & DEFAULT ACTION

18. The Storer acknowledges that all goods stored in the Space are subject to a contractual lien for Rent and other Fees owing to the FO by the Storer. If any Rent and other Fees are not paid in full:
 1. within 3 days of the due date, access to your Space may be revoked;
 2. within 7 days of the due date, Late Fees may be charged;
 3. notwithstanding clause 46 and subject to clause 20, if any Rent and other Fees are not paid in full within 42 days of the due date, the FO may enter the Space, by force if necessary, to take possession of the goods stored for the purposes of taking one or more of the following actions (in the FO's sole discretion):
 1. sell the goods on such terms that the FO may determine in its sole discretion (which may include a sale in one or more lots by private arrangement or public auction); and/or
 2. (if such goods remain unsold after being offered for sale or, in the FO's reasonable opinion, are unsaleable, of insufficient value to warrant a formal sale process or pose a health and safety risk) dispose of such goods in any manner the FO sees fit;
19. (each of the above actions being a Default Action). The Storer consents to any Default Action being taken under this clause 18, regardless of the nature or value of such goods.
20. For the purposes of the PPSA, the FO is deemed to be in possession of the goods stored in the Space from the moment the FO exercises its rights under this Lease to access the Space without the Storer's consent.
21. The FO will provide at least 14 days' written notice to the Storer that the Storer is in default of this Lease before taking any Default Action, providing the Storer with reasonable time to rectify its default.
22. If any funds are recovered by the FO from any Default Action, such funds shall be applied by the FO as follows:
 1. first, to pay the FO's costs of, and associated with, taking any Default Action;
 2. second, subject to any rights of third parties under the PPSA, to pay all outstanding Rent and other Fees owed by the Storer and any costs or expenses incurred by the FO in connection with accessing the Space and maintaining the goods until Default Action was taken; and
 3. third, any excess funds will be returned to the Storer within 6 months of the Default Action being completed. If the Storer cannot be located, excess funds will be deposited with the Public Trustee or equivalent authority.
23. If the Storer has more than one storage space or storage unit with the FO, default in respect of Rent and Fees payable relating to any of those storage spaces or unit(s) entitles the FO to take Default Action in respect of all of such storage spaces or unit(s).
24. If the FO reasonably believes it is a health and safety risk to conduct an inventory of goods stored in the Space, the FO may take Default Action without undertaking such an inventory. In such circumstances, the FO need not open or empty bags or boxes to assess the contents and may instead dispose of all bagged and/or boxed items without opening them.
25. Clauses 18 to 23 survive termination of this Lease.

FO'S FURTHER RIGHT TO DISPOSE OF GOODS

25. If, upon termination of this Lease by either party, the Storer fails to remove all of its goods from the Space and/or the Facility within 7 days of such termination, the FO is authorised to dispose of such goods, regardless of the nature or value of the goods. The FO will:

1. where the Facility is located outside the State of South Australia, give 7 days' written notice to the Storer of the intended disposal and the provisions of clause 7(d) shall apply as if such disposal were a Default Action;
2. where the Facility is located in the State of South Australia, exercise its rights to sell the goods in accordance with the Unclaimed Goods Act 1987 (SA) which includes obligations (depending on the value of the goods) for the FO to sell the goods by public auction (with appropriate notice to be given), notify the Commissioner of Police and the Storer or apply to the Court for authorisation to sell the goods, provided that the FO may only exercise its rights after the expiry of 3 months from the end of the 7 day period referred to above.

26. If the Storer leaves any of its goods unattended outside the Storer's Space or in a common area of the Facility for an unreasonable period of time (as determined by the FO, acting reasonably), the FO may:

1. where the Facility is located outside the State of South Australia, take any Default Action in respect of such goods. The FO will give 7 days' written notice of the intended Default Action and the provisions of clause 7(d) shall apply; or
2. where the Facility is located in the State of South Australia, exercise its rights to sell the goods in accordance with clause 25(b).

ACCESS AND CONDITIONS OF USE OF THE STORAGE UNIT

27. The Storer:

1. may, subject to the provisions of this Agreement or written direction of the FO, access the Space 24 hours per day 7 days per week;
2. must not store any goods that are hazardous, dangerous, illegal, stolen, flammable, explosive, environmentally harmful, perishable, living, or that are a risk to the property of any person;
3. must ensure that any goods stored in the Space are free of vermin and food scraps and are not damp when placed inside the Space;
4. may only use the Space solely for the purpose of storage and must not carry on any business or other activity in the Space including, but not limited to, residing, dwelling or loitering in the Space;
5. must not cause any inconvenience or nuisance to any other person using the Facility;

6. must maintain the Space by ensuring that it is clean and in a state of good repair. The Storer is responsible for the cost of cleaning the Space and the FO may apply the Deposit towards any Cleaning Fee;
7. must not physically alter or damage the Space in any way (including by using nails or screws) without the FO's prior consent. The Storer is responsible for the cost of any repairs to the Space (if deemed necessary by the FO) and the FO may apply the Deposit towards such costs;
8. is solely responsible for securing the Space from unauthorised entry (in a manner acceptable to the FO). The Storer is not permitted to apply a padlock or other device to the Space in the FO's overlocking position and the FO may have any such padlock or device forcefully cut off at the Storer's expense. While the FO will not be responsible for securing any unlocked Space, if the Storer fails to secure the Space, the FO may secure the Space at its discretion (including applying a padlock or other device to the Space at the Storer's expense). When accessing the Facility outside normal business hours, the Storer will secure the external gates and/or doors of the Facility;
9. must comply with all health and safety notice and rules of the Facility as may be publicly posted at the Facility or otherwise notified to the Storer by the FO;
10. cannot assign this Lease and must not allow a third party to store goods in the Space;
11. must give written notice to the FO of any change to the Storer's contact details or the ACP's contact details within 48 hours of the change occurring;
12. authorises the ACP to discuss any default by the Storer with the FO and to provide any information it holds regarding the Storer or the Storer's location to the FO. Further, the Storer acknowledges that where the FO reasonably believes that the Storer is unwilling or unable to remove its goods from the Space when required to do so under this Lease, the FO may allow the ACP to remove the Storer's goods on such terms as agreed between the FO and the ACP (without the need for further consent from the Storer); and
13. is solely responsible for determining whether the Space is appropriate and suitable for storing the Storer's goods, having specific consideration for the size, nature and condition of the Space and the goods being stored.

28. Without limiting clauses 18 to 23, the FO may refuse access to the Space and/or the Facility by the Storer where any amount owing by the Storer to the FO under this Lease remains unpaid after the FO has requested such payment in writing. The FO will not be liable for any loss or damage suffered by the Storer resulting from any inability to access the Space and/or the Facility as a result of such refusal.

29. The FO reserves the right to request the Storer to relocate the Storer to another storage space (of the same or similar dimensions) if the FO, acting reasonably, deems it is necessary to do so for the proper operation and management of the Facility. If the Storer consents, a new Space will be allocated and a new lease, or variation of this lease, will be entered into.

30. Without limiting clauses 18 to 23, if the Storer's goods in the Space are severely damaged by a fire, flood or some other event which, in the FO's reasonable opinion, has caused such goods to be hazardous or dangerous to other storers and/or their goods, the FO or the Facility, the FO may, at the Storer's expense, dispose of such severely damaged goods. Where practicable, the FO will provide the Storer with reasonable notice and an opportunity to review the goods before disposal. The FO will not be liable for any loss or damage suffered by the Storer as a result of such disposal action.

RISK & RESPONSIBILITY

31. The Storer warrants that it will not store items which are irreplaceable, such as currency, jewellery, furs, deeds, paintings, curios, works of art, items of personal sentimental value or that are worth more than \$2,000 AUD (in total) unless they are itemised and covered by insurance.
32. The Storer is responsible (and must pay) for any loss or damage caused by a third party who enters the Space (or the Facility) at the request or direction of the Storer or whose entry to the Space (or the Facility) was facilitated by any action (or failure to act) of the Storer (including, but not limited to, the provision of a key, access card or codes or by leaving the Space or Facility unsecured).
33. The Storer acknowledges that to the extent permitted by law, having regard to any non-excludable consumer guarantees under any applicable consumer protection laws (Non-Excludable Guarantees), the Storer's goods are stored at the sole risk and responsibility of the Storer who is responsible for any and all theft, damage to, and deterioration of its goods. To the extent permitted by law and subject to the Non-Excludable Guarantees, the FO makes no representations to the Storer and gives no warranties or guarantees to the Storer (whether express or implied) in respect of or in relation to the storage of the Storer's goods under this Lease, other than as expressly stated in this Lease. The Storer, except to the extent of any negligence by the FO, bears the risk of any and all damage caused by flood, fire, leakage or overflow of water, mildew, mould, heat, spillage of material from any other storage space, removal or delivery of the goods, pest or vermin or any other reason whatsoever.
34. If, notwithstanding clause 33, the FO is liable to the Storer in any way, the FO's liability is limited to the total Rents paid to the FO under this Lease. The Storer acknowledges that it is aware of the limitations of liability set out in this clause and that, in all the circumstances, such limitations on the FO's liability are reasonable.
35. The Storer is responsible for any loss, damage or injury, whether to the Storer, the FO, the Facility or any third parties, caused by, resulting from or incidental to the use of the Space by the Storer, its agents or the ACP (including, but not limited to, storage of goods in the Space, the goods themselves and/or accessing the Facility).

36. The Storer will comply with all relevant laws applicable to the use of the Space. This includes laws relating to the goods which are stored, and the manner in which they are stored. Liability for any breach of such laws rests absolutely with the Storer and includes all costs resulting from any non-compliance.
37. If the FO reasonably believes that the Storer is not complying with clause 36, the FO may (in its reasonable discretion):
 1. take any action it believes necessary to ensure compliance, including inspection of the Space under clause 38;
 2. immediately dispose of or remove the goods in the Space at the Storer's expense; and/or
 3. contact, cooperate with and/or submit the goods to the relevant authorities. The Storer agrees that the FO can take any such action at any time, even though the FO could have acted earlier.
38. The Storer agrees that the FO can take any such action at any time, even though the FO could have acted earlier.

INSPECTION AND ENTRY BY THE FACILITY OWNER

38. Subject to clauses 39 and 40, the Storer consents to the FO entering the Space for the purposes of general inspection of the Space and/or the goods stored in the Space and will attend at the Facility for the purposes of granting the FO entry to the Space, provided that the FO gives 14 days' written notice.
39. In the event of an emergency, the FO may enter the Space using all necessary force without the prior written consent of the Storer. The FO will notify the Storer as soon as practicable of such entry. The Storer irrevocably consents to such entry. For the avoidance of doubt, an emergency includes, but is not limited to, where the FO believes that clause 27(b) and/or clause 35 is being breached, or where the FO reasonably believes property, the environment or human life or safety is threatened, or where the FO allows access, inspection or seizure by relevant authorities.
40. The Storer agrees that in circumstances where the FO reasonably suspects that clause 27(b) and/or clause 35 is being breached or that damage has been caused to the Space, the FO may use a microprobe or other CCTV camera to view the inside of the Space and any footage obtained which evidences a breach of this Lease or the law may be relied upon by the FO to take any action authorised under this Lease, including terminating this Lease and/or cooperating with law enforcement agencies and other authorities.

41. Subject to clause 42, notices under this Lease will be sent electronically, by text message to the Storer's mobile number and/or by email to the Storer's email address, as specified in the contact details in the Reference Schedule. Notices given by the Storer to the FO must be actually received by the FO to be valid and the FO may further specify a required method of delivery.
42. Where the Storer has indicated in the Reference Schedule that they do not want to receive notices electronically, the FO will send any notices required under this Lease to the address specified in the contact details in the Reference Schedule.
43. If the FO is not able to contact the Storer, notice is deemed to have been given to the Storer by the FO if the FO has sent a notice to the Storer's last notified address (including electronically, unless the Storer has indicated that they do not want to receive notices electronically, provided that no electronic 'bounce back' or similar notification is then received) and to the ACP's last notified address.
44. If there is more than one Storer, notice to or by any single Storer is agreed to be sufficient for the purposes of any notice requirement under this Lease.
45. Except where the Facility is located in the State of South Australia (in which case clause 25(b) will apply), the Storer and the FO agree that the FO may, but is not obliged to, give notice of any proposed sale of the Storer's goods in accordance with the FO's rights under this Lease in a newspaper distributed throughout the relevant state or territory and/or nationally and may include the Storer's name for this purpose.

TERMINATION

46. This Lease may be terminated:
 1. after the expiry of the Fixed Period, by either party giving written notice to the other party (for a period not less than the Termination Notice Period), or, in the case of the FO being unable to contact the Storer, by the FO giving such notice to the ACP; or
 2. by the FO, without notice and at any time, if:
 1. the Storer breaches clause 27(b) and/or clause 35;
 2. if, upon entering into the Space in accordance with the provisions of this Lease, the FO discovers that no goods are stored in the Space. If the FO terminates under this clause 46(b)(ii), the FO will provide the Storer with written confirmation of the termination within 7 days of such entry; or
 3. if the FO reasonably determines that any of the Storer's activities in respect of the Space and/or the Facility are otherwise illegal, environmentally harmful, antisocial, threatening or offensive.
47. If the Storer terminates this Lease without giving the written notice required under clause 46(a), the FO may deduct Rents for the required notice period from the Deposit.
48. Upon termination of this Lease (for any reason), the Storer must:

1. remove all goods in the Space before the close of business on the date of termination (failing which, clause 25 will apply) and leave the Space in a clean condition and good state of repair to the satisfaction of the FO; and
2. pay any expenses on default, outstanding Rent and other Fees and any other amounts payable by the Storer under this Lease up to the date of termination, failing which, the FO may take any Default Action. The FO will calculate such amounts and notify the Storer in writing as soon as practicable.

49. If the FO reasonably believes that the Storer will not perform its obligations under clause 48(a) or the Storer fails to respond in a reasonable period to any notices sent by the FO, the FO may, but is not obliged to, permit the ACP to access the Space to perform such obligations and the Storer irrevocably authorises the FO and the ACP to take this action.

50. In the event that any of the Storer's activities or use of the Space is considered by the FO to be illegal or environmentally harmful or otherwise harmful to other persons, the FO may terminate this Lease. This will constitute a default under this Lease.

51. Liability for outstanding moneys, property damage, personal injury, environmental damage and legal responsibility under this Lease survive termination of this Lease.

PRIVACY

52. The FO may:

1. may collect information about the Storer, including the Storer's Personal Information (as defined in the Privacy Act 1988 (Cth)) (Personal Information), to assist in the provision of storage to the Storer, maintaining the Storer's account, and the FO's enforcement of this Lease in any way; and
2. may disclose any information about the Storer, including the Storer's Personal Information, to government departments, law enforcement agencies, including the police, any person who can demonstrate a legal or equitable interest in the goods stored to the FO's reasonable satisfaction, liquidators, administrators or other persons appointed to administer the Storer's financial affairs, debt collection services or credit reporting agencies (including, but not limited to, Storer Check Pty Ltd), the ACP and agents for any of the above.

53. The Storer warrants that it has:

1. the right to disclose information to the FO about the ACP (including Personal Information) and that the FO may use this information as it would Personal Information collected about the Storer; and
2. informed the ACP that the Storer has made the disclosures referred to in clause 53(a).

54. The parties acknowledge and agree that the ACP may access and correct the information held by the FO in the same manner the Storer may correct its Personal Information.

GENERAL

55. If any clause, term or provision of this Lease is legally unenforceable or is made inapplicable, or in its application would breach any law, that clause, term or provision shall be severed or read down, but so as to maintain (as far as possible) all other terms of this Lease.
56. No failure or delay by the FO to exercise its rights under this Lease will operate to waive or reduce such rights.
57. This Lease constitutes the entire agreement between the FO and the Storer and supersedes and extinguishes all previous discussions, correspondence, negotiations, agreements, assurances, warranties, representations and understandings between them (whether written or oral).

GOODS AND SERVICES TAX (GST EXCLUSIVE PRICES)

58. Any reference in this clause to a term defined or used in the A New Tax System (Goods and Services Tax) Act 1999 (Cth) is, unless the context indicates otherwise, a reference to that term as defined or used in that Act.
59. Unless expressly included, the consideration for any supply made under or in connection with this Lease does not include an amount on account of GST in respect of the supply (GST Exclusive Consideration) except as provided under this clause.
60. Any amount referred to in this Lease (other than an amount referred to in clause 20(h)) which is relevant in determining a payment to be made by one of the parties to the other is, unless indicated otherwise, a reference to that amount expressed on a GST exclusive basis.
61. To the extent that GST is payable in respect of any supply made by a party (Supplier) under or in connection with this Lease, the consideration to be provided under this Lease for that supply (unless it is expressly stated to include GST) is increased by an amount equal to the GST Exclusive Consideration (or its GST exclusive market value if applicable) multiplied by the rate at which GST is imposed in respect of the supply.
62. The recipient must pay the additional amount payable under clause 20(d) to the Supplier at the same time as the GST Exclusive Consideration is otherwise required to be provided.