

Attached is the **Vehicle Storage Agreement**. The Vehicle Storage Agreement consists of three parts:

1. The Vehicle Storage Agreement **Schedule**.
2. The Vehicle Storage Agreement **Full Terms**.
3. The **Privacy Disclosure Statement**. (Note: this is a separate document)

Once the Schedule is properly completed and signed, the **Schedule** and the **Full Terms** form the Vehicle Storage Agreement between Storer and Facility Owners.



To ensure that the **Vehicle Storage Agreement** is properly completed and legally binding:

Step 1 Ensure that all information requested in each of the following sections of the Schedule is properly completed:

- Storer Details
- Alternate Contact Person
- Storage Details and Termination Notice Period
- Storage Costs
- Insurance – **if the Storer does not confirm it holds insurance, do not proceed**
- Credit Check and Reporting Consent.

Step 2 Provide the Storer with the **Schedule**, **Full Terms** and **Privacy Disclosure Statement** and ensure that they have sufficient time to read them.

- a. **Onsite Sign Up:** If the Storer is entering into the **Vehicle Storage Agreement** on-site (i.e. at the Facility), then the Facility should provide the **Schedule**, **Full Terms** and **Privacy Disclosure Statement** to the Storer (either by providing copies (e.g. laminated copies) of the **Full Terms** or displaying the **Full Terms** in a legible form) and allow the Storer as much time as they require to read them. For onsite signup read or point out to the storer the “Main points of agreement” section of the **Schedule**, which summarises the **Full Terms**.
- b. **Remote Sign Up:** If the Storer is entering into the **Vehicle Storage Agreement** online, Facility Owners should ensure the **Full Terms** and **Privacy Disclosure Statement** are available for the Storer to read and that the Storer is directed to read and accept them prior to the Storer entering in the **Vehicle Storage Agreement**. Your system should also direct storers to read the “Main point of agreement” section of the **Schedule**, which summarises the **Full Terms**.

Step 3 Once the **Schedule** is complete and the Storer has had the opportunity to read the **Full Terms** and **Privacy Disclosure Statement**, ask the Storer to:


- complete the "AGREEMENT" section of the **Schedule** by ticking **each of the three boxes**
- sign and date the **Schedule**.

Step 4 The Facility Owner, or the Facility Owner's authorised representative, should then:

- sign the **Schedule**
- make a copy of the **Schedule**
- give one copy of the signed **Schedule** to the Storer and keep the other copy with the Facility Owner's records.
- Whether signing up online or in person, an email should then be sent to the storer providing a copy of the Vehicle Storage Agreement, Full Terms and Privacy Disclosure Statement for their records. **NB: Emailing a copy provides the FO with a mechanism to check the email address the Storer has provided is correct.**

A note on insurance and liability: You should liaise with your insurer to ensure your policy type and coverage is sufficient for the vehicle storage contemplated by the Vehicle Storage Agreement. All

entryways to the warehouse in which vehicles will be stored should be marked with signage indicating that storage of all vehicles is both at the owner's risk, and subject to the terms of the vehicle agreement between the facility and the storer.

 <p>Canopies and Trailers</p>	Canopies and Trailers Pty Ltd	
	Address: 24 Transport Drive Brocklehurst (Dubbo) NSW 2830	
	Phone: 02 6888 5311	Email: sales@canopiesandtrailers.com.au
	ABN: 43 660 575 673	Web: www.canopiesandtrailers.com.au

Storer Details

Agreement no:

Company Name:		ACN:	
Individual: <input type="checkbox"/> Ms <input type="checkbox"/> Mrs <input type="checkbox"/> Mr	First name:	Surname:	
Trading as (If applicable):			
Home/Business Address:		Postcode:	
Postal Address:		Postcode:	
Phone Nos.	Home:	Work:	Mobile:
Email			ID copied: <input type="checkbox"/>

The Facility Owner named above (Facility Owner or FO), will send all correspondence, including any notices required under this Agreement, electronically by text to the mobile number above and/or by email to the email address above, unless the box below is ticked.

I/We **do not** want to receive notices / correspondence by electronic means.

Alternate Contact Person (ACP)

<input type="checkbox"/> Ms <input type="checkbox"/> Mrs <input type="checkbox"/> Mr	First name:	Surname:	
Home Address:			Postcode:
Home Phone No:	Mobile:	Email:	

You must advise us within 48 hours if your address or contact details (or those of your ACP) change.

Storage Details and Termination Notice Period

Facility (location):	Parking Spot #:
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Storage Period: From (insert dates) _____ to _____ initially (**Fixed Period**), and then extended automatically until the expiry of (insert period) _____ days from the date that either the FO or the Storer gives written notice to the other party of its intention to terminate this Agreement (**Termination Notice Period**).

Storage Costs			Insurance
Deposit:	\$	(payable upon signing)	<input type="checkbox"/> I/We have adequate insurance for the Vehicle, including for third party property damage and personal injury (insert details of insurer and policy number): _____ Signed on behalf of the Storer(s): _____
Storage Fee:	\$	per week / fortnight / calendar month, payable on the _____ day of the month (per clause 5(a))	
Cleaning Fee:	\$		
	\$		
	\$		
Late Payment Fee:	\$	applied _____ days after due date	Vehicle Details
			Vehicle Type:
			Vehicle VIN Number:
			Vehicle Registration Number:
▶ All fees include GST, except the Deposit and Late Payment Fee			

Credit Check and Reporting Consent

I/We consent to the FO undertaking a search of my/our details against the StorerCheck database or with any other applicable credit reporting agency and to my/our details and personal information being released by FO to StorerCheck or, where the FO considers appropriate, to a debt collection agency or credit reporting agency pursuant to clause 40. **(Cross out if no consent given)**

Signed on behalf of the Storer(s): _____

Marketing source: Website TV/Radio Social Media Signage Referral Previous Oth **Customer:** RES BUS NFP

Cross this box if you **DO NOT** want to be contacted for promotional purposes or for feedback after this Agreement expires.

AGREEMENT **PLEASE READ THE FULL TERMS CAREFULLY AS BY SIGNING BELOW YOU WILL BE BOUND BY THEM**

In signing below:

I/We acknowledge that I/We have been provided with reasonable access to the full terms of this Agreement;

I/We represent that I/We have read or had the opportunity to read the full terms of this Agreement; and

I/We agree to be bound by all of the terms of this Agreement.

Signed by (or on behalf of) the Storer(s): NOTE: If the Storer is a company, two signatures are required.	_____ Signature of individual(s) or a Director (if Storer is a Company)	Accepted by Facility Owner Signed for on behalf of the Facility Owner: _____
	_____ Signature of second Director / Company secretary (if Storer is a Company)	

Date of this Agreement: _____ day of _____ 20_____

- Main points of agreement**
1. All fees are to be paid in advance by you, the Storer **(clause 5)**.
 2. The Storer must not store, within the Vehicle, hazardous, illegal, stolen, flammable, explosive, environmentally harmful, perishable or living goods or goods that are a risk to the property of any person **(clause 12(b))**.
 3. Unless specifically itemised and covered by insurance, the Storer warrants that neither the Vehicle, nor any goods in or fixed to the Vehicle, are irreplaceable in nature, such as currency, jewellery, furs, deeds, paintings, curios, works of art and items of personal or sentimental value and/or items that are worth more than \$2,000 AUD in total **(clause 18)**.
 4. The Vehicle is stored at the Storer’s risk **(clause 20)**. The Storer must ensure that they have adequate insurance cover for the Storage Period, including coverage for damage to the Vehicle, third party property damage and third party personal injury **(clause 16)**.

5. The Storer must notify the FO of all changes to the Storer's or the ACP's contact details (**clause 12(j)**). The FO may contact the ACP to discuss any default by the Storer and may request information from the ACP about the Storer and the Storer's location.
6. The Space will be accessible during the hours notified by the FO from time to time (**clause 12(a)**).
7. The FO may refuse access to the Space if any amounts required to be paid by the Storer under this Agreement are not paid promptly (**clause 13**).
8. If the Storer fails to pay their Fees, the FO will have certain rights which include retaining the Deposit and rights to seize and sell and/or dispose of the Vehicle under both a general lien and a contractual lien over the Vehicle (**clauses 3(d)** and **7(a)**).
9. The FO may take control of the Vehicle in certain circumstances (**clauses 7, 14, 24, 25, and 26**).
10. Notices under this Agreement will be sent to the Storer electronically, unless the Storer indicates otherwise (**clauses 27 and 28**).

DEFINITIONS

1. In this Vehicle Storage Agreement:

- (a) **ACP** means the Storer's alternative contact person, as specified in your Vehicle Storage Agreement Schedule.
- (b) **Agreement** means these Vehicle Storage Agreement Full Terms and your Vehicle Storage Agreement Schedule.
- (c) **Attorney** means each attorney appointed by the Storer under clause 10.
- (d) **Cleaning Fee** means the cleaning fee specified in your Vehicle Storage Agreement Schedule.
- (e) **Default Action** means any of the actions described in clauses 7(a)(i) to (iii).
- (f) **Deposit** means the deposit amount specified in your Vehicle Storage Agreement Schedule.
- (g) **Facility** means the FO's storage facility location specified in your Vehicle Storage Agreement Schedule.
- (h) **Facility Owner** or **FO** means the facility owner specified in your Vehicle Storage Agreement Schedule and includes its directors, employees and agents.
- (i) **Fees** means, collectively, the fees described in clause 5.
- (j) **Fixed Period** means the fixed storage period specified in your Vehicle Storage Agreement Schedule.
- (k) **Late Payment Fee** means the late payment fee specified in your Vehicle Storage Agreement Schedule.
- (l) **Parking Spot** means the parking spot within the Space, as specified in the Vehicle Storage Agreement Schedule (or any other parking spot as may be subsequently allocated to the Storer by the FO during the Storage Period), where the Storer is to store the Vehicle.
- (m) **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.
- (n) **Space** means the storage space in which the Parking Spot is located.
- (o) **Storage Fee** means the storage fee specified in your Vehicle Storage Agreement Schedule.
- (p) **Storage Period** means the total storage period specified in your Vehicle Storage Agreement Schedule.
- (q) **Storer** means the storer specified in your Vehicle Storage Agreement Schedule.
- (r) **Termination Notice Period** means the termination notice period specified in your Vehicle Storage Agreement Schedule.
- (s) **Vehicle** means the car, van, truck, trailer, caravan, boat or other kind of vehicle specified in the Vehicle Storage Agreement Schedule, and stored by the Storer at the Parking Spot, or any other vehicle stored by the Storer at the Parking Spot. In each case, "Vehicle" includes all goods in, and fixed to, that vehicle.

STORAGE

2. The Storer:

- (a) may store the Vehicle only in the Parking Spot;
- (b) is deemed to have knowledge of the Vehicle;
- (c) warrants that it is the owner of the Vehicle in the Parking Spot and/or is entitled at law to deal with the Vehicle in accordance with all aspects of this Agreement;
- (d) warrants that it will only use the Parking Spot for the purposes authorised under this Agreement;
- (e) acknowledges that this Agreement does not grant the Storer a lease of the Parking Spot;
- (f) acknowledges that the Parking Spot is approximately the size advertised by the FO; and
- (g) agrees that all time limits imposed on the Storer under this Agreement must be strictly complied with.

3. The FO :

- (a) does not provide any services under this Agreement other than the facilitation of the storage of the Vehicle in the Parking Spot;
- (b) does not, and will not be deemed to, have knowledge of the Vehicle;
- (c) is a bailee of the Vehicle in the Parking Spot at any given time during the Storage Period; and
- (d) has both a general lien and a contractual lien over the Vehicle stored in the Parking Spot until the FO receives payment of any sum due to it by the Storer. Subject to the provisions of this Agreement and the PPSA (as applicable), if the FO does not receive payment of any sum payable to it in accordance with the provisions of this Agreement, the Storer will be deemed to be in default of its obligations under this Agreement and FO may take such Default Action as it deems appropriate.

FEES, COSTS AND EXPENSES

4. Upon signing this Agreement, the Storer must pay to the FO:

- (a) the Deposit (which, subject to the provisions of this Agreement, will be refunded to the Storer within 30 days of termination of this Agreement, less any deductions authorised by this Agreement); and
- (b) any other Fees specified in your Vehicle Storage Agreement Schedule as being payable upon signing of this Agreement.

5. The Storer must pay the following fees to the FO:

- (a) the **Storage Fee**, which is payable monthly in advance, by no later than the date in the preceding month which is specified in the "Storage Costs" section in your Vehicle Storage Agreement Schedule. The FO will not issue monthly invoices in respect of the Storage Fee so it is the Storer's responsibility to ensure that it meets this payment obligation on time and in full throughout the Storage Period. The FO may increase the Storage Fee 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 Agreement 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 32(a) for the Storer to terminate this Agreement). Any Storage Fees paid by direct deposit/direct credit (**Direct Payment**) will not be credited to the Storer's account with the FO unless the Storer identifies its Direct Payment 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 Agreement, including in relation to the sale or disposal of the Vehicle, due to the Storer's failure to correctly identify a Direct Payment;
 - (b) the **Cleaning Fee**, payable on demand from the FO if the FO reasonably determines that the Parking Spot requires cleaning;
 - (c) a **Late Payment Fee**, payable each time a Storage Fee payment is late; and
 - (d) any reasonable costs incurred by the FO in collecting late or unpaid Fees, maintaining the Vehicle on behalf of the Storer, selling the Vehicle in accordance with the provisions of this Agreement, or in enforcing this Agreement in any way including, but not limited to, postage, telephone, debt collection or personnel costs and any Default Action costs.
6. The Storer is responsible for payment of any government taxes, charges or duties (including any goods and services tax) payable in respect of this Agreement.

7. DEFAULT AND DEFAULT ACTION

- (a) The Storer acknowledges that the Vehicle stored in the Parking Spot is subject to both a general lien and a contractual lien for Fees owing to the FO by the Storer. Notwithstanding clause 32 and subject to clause 7(c), if any Fees are not paid in full within 42 days of the due date, the FO may keep and retain for itself the Deposit and take control of the Vehicle, by force if necessary, for the purposes of taking one or more of the following actions (in the FO's sole discretion):
 - (i) redeliver the Vehicle to the last advised address of the Storer;
 - (ii) sell the Vehicle 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
 - (iii) (if the Vehicle remains unsold after being offered for sale or, in the FO's reasonable opinion, is unsaleable, is of insufficient value to warrant a formal sale process or pose a health and safety risk) dispose of the Vehicle in any manner the FO sees fit (each of the above actions being a **Default Action**). The Storer consents to any Default Action being taken under this clause 7(a), regardless of the nature or value of the Vehicle.
- (b) For the purposes of the PPSA, the FO is deemed to be in possession of the Vehicle stored in the Parking Spot from the date that is 14 days after the FO provides a notice to the Storer under clause 7(c).
- (c) The FO will provide at least 14 days' written notice to the Storer that the Storer is in default of this Agreement before taking any Default Action, providing the Storer with reasonable time to rectify its default.
- (d) If any funds are recovered by the FO from any Default Action, such funds shall be applied by the FO as follows:
 - (i) first, to pay the FO's costs of, and associated with, taking any Default Action;
 - (ii) second, subject to any rights of third parties under the PPSA, to pay all outstanding Fees owed to the Storer and any costs or expenses incurred by the FO in connection with taking control of and maintaining the Vehicle until Default Action was taken; and
 - (iii) 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.
- (e) If the Storer has more than one Parking Spot, storage space or storage unit with the FO, default in respect of Fees payable relating to any of those Parking Spots, storage spaces or unit(s) entitles the FO to take Default Action in respect of all of such Parking Spots, storage spaces or unit(s).
- (f) If the FO reasonably believes it is a health and safety risk to conduct an inventory of goods in or fixed to the Vehicle, the FO may take Default Action without undertaking such an inventory. In such circumstances, the FO need not assess such goods in or fixed to the Vehicle, and may instead dispose of all such goods.
- (g) This clause 7 survives termination of this Agreement.

FO'S FURTHER RIGHT TO DISPOSE OF THE VEHICLE

- 8. If, upon termination of this Agreement by either party, the Storer fails to remove the Vehicle from the Parking Spot and/or the Facility within 7 days of such termination, the FO is authorised to dispose of the Vehicle, regardless of the nature or value of the Vehicle. The FO will:**
- (a) 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; or
 - (b) where the Facility is located in the State of South Australia, exercise its rights to sell the Vehicle in accordance with the *Unclaimed Goods Act 1987 (SA)* which includes obligations (depending on the value of the Vehicle) for the FO to sell the Vehicle 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 Vehicle, 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.
- 9. If the Storer leaves the Vehicle unattended outside the Storer's Parking Spot or in a common area of the Facility for an unreasonable period of time (as determined by the FO, acting reasonably), the FO may:**
- (a) where the Facility is located outside the State of South Australia, take any Default Action in respect of the Vehicle. The FO will give 7 days' written notice of the intended Default Action and the provisions of clause 7(d) shall apply; or
 - (b) where the Facility is located in the State of South Australia, exercise its rights to sell the Vehicle in accordance with clause 8(b).

POWER OF ATTORNEY

- 10.** The Storer irrevocably appoints the FO and each authorised officer of the FO as the Storer's Attorney. Each Attorney appointed under this clause may act individually or collectively. If the FO requests, the Storer agrees to formally approve anything an Attorney does under clause 11. The Storer may not revoke these appointments.
- 11.** If any right to sell or dispose of the Vehicle arises under this Agreement in favour of the FO, an Attorney may:
- a. do anything which the Storer can lawfully authorise an Attorney to do in connection with this Agreement or the Vehicle or which the Attorney believes is expedient to give effect to any of the FO's rights (including selling, transferring or otherwise disposing of the Vehicle);
 - b. delegate their powers (including this power of delegation) and revoke a delegation; and
 - c. exercise their powers even if this involves a conflict of duty or they have a personal interest in doing so.

ACCESS AND CONDITIONS OF USE OF THE PARKING SPOT AND THE SPACE

- 12. The Storer:**
- (a) may, subject to the provisions of this Agreement, access the Space during the access hours notified by the FO from time to time;
 - (b) must not store any goods in, or fix any goods to, the Vehicle that are hazardous, dangerous, illegal, stolen, flammable, explosive, environmentally harmful, perishable, living, or that are a risk to the property of any person;
 - (c) must ensure that the Vehicle is free of vermin and food scraps when placed inside the Space;
 - (d) may only use the Space solely for the purpose of storage of the Vehicle in the Parking Spot 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;
 - (e) must maintain the Parking Spot by ensuring that it is clean and in a state of good repair. The Storer is responsible for the cost of cleaning the Parking Spot (if deemed necessary by the FO) and the FO may apply the Deposit towards any Cleaning Fee;
 - (f) must not physically alter or damage the Space, including the Parking Spot, in any way without the FO's prior consent. The Storer is responsible for the cost of any repairs to the Space, including the Parking Spot, (if deemed necessary by the FO) and the FO may apply the Deposit towards such costs;
 - (g) is solely responsible for securing the Vehicle within the Parking Spot (in a manner acceptable to the FO) and must secure the external gates and/or doors of the Space and/or the Facility when entering or leaving the Space and/or the Facility outside normal business hours;
 - (h) must comply with all health and safety notices and rules of the Facility as may be publicly posted at the Facility or otherwise notified to the Storer by the FO;
 - (i) cannot assign this Agreement and must not allow a third party to store a vehicle or any other goods in the Parking Spot;
 - (j) 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;
 - (k) 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 Vehicle from the Parking Spot and/or the Facility when required to do so under this Agreement, the FO may allow the ACP to remove the Vehicle on such terms as agreed between the FO and the ACP (without the need for further consent from the Storer); and
 - (l) is solely responsible for determining whether the Parking Spot is appropriate and suitable for storing the Vehicle, having specific consideration for the size, nature and condition of the Parking Spot and the Vehicle being stored.

13. Without limiting clause 7, 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 Agreement 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.
14. The FO reserves the right to relocate the Vehicle to another parking spot if the FO, acting reasonably, deems it is necessary to do so for the proper operation and management of the Facility. If this occurs then that new parking spot will be the Parking Spot for all purposes under this Agreement.
15. Without limiting clause 7, if the Vehicle is severely damaged by a fire, flood or some other event which, in the FO's reasonable opinion, has caused the Vehicle to be hazardous or dangerous to other storers and/or their vehicles or other goods, the FO or the Facility, the FO may, at the Storer's expense, dispose of the Vehicle. Where practicable, the FO will provide the Storer with reasonable notice and an opportunity to review the Vehicle 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 AND RESPONSIBILITY

16. The Storer must, for the Storage Period, ensure that it takes out and keep current the following types of insurance policies in respect of the Vehicle, each of which must be arranged with an authorised Australian insurer and holder of a financial services licence in accordance with the *Financial Services Reform Act 2001* (Cth):
 - a. comprehensive motor vehicle insurance (covering both the Vehicle and any third party property damage you cause), for no less than the replacement value of the Vehicle; and
 - b. compulsory third party insurance covering anyone who drives the Vehicle for injury or death caused to any person by any incident involving the Vehicle.
17. The Storer must, upon the request of the FO, provide the FO with certificates of currency in respect of each of the insurance policies specified in clause 16.
18. The Storer warrants neither the Vehicle, nor any goods in or fixed to the Vehicle, are irreplaceable in nature, 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.
19. 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).
20. 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 Vehicle is stored at the sole risk and responsibility of the Storer who, except to the extent of any negligence by the FO, is responsible for any and all theft, damage to, and deterioration of the Vehicle. 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 Vehicle under this Agreement, other than as expressly stated in this Agreement. 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 Vehicle, pest or vermin, accidental scratching or denting of, or impact with, the Vehicle, or any other reason whatsoever.
21. If, notwithstanding clause 20, the FO is liable to the Storer in any way, the FO's liability is limited to the total Storage Fees paid to the FO under this Agreement. 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.
22. 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 Parking Spot by the Storer, its agents or the ACP (including, but not limited to, storage of the Vehicle in the Parking Spot, the Vehicle itself, the driving or towing of the Vehicle within the Facility and/or accessing the Facility).
23. The Storer will comply with all relevant laws applicable to the use of the Parking Spot. This includes laws relating to the Vehicle, and the manner in which the Vehicle is stored. Liability for any breach of such laws rests absolutely with the Storer and includes all costs resulting from any non-compliance.
24. **If the FO reasonably believes that the Storer is not complying with clause 23, the FO may (in its reasonable discretion):**
 - (a) take any action it believes necessary to ensure compliance, including taking control of the Vehicle under clause 25;
 - (b) immediately dispose of or remove the Vehicle at the Storer's expense; and/or
 - (c) contact, cooperate with and/or deliver the Vehicle 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.

TAKING CONTROL OF THE VEHICLE BY THE FO

25. The Storer acknowledges that the FO has the right to take control of the Vehicle (including without notice) for any purpose the FO reasonably believes is necessary for the enforcement of this Agreement or the proper operation and management of the Facility.
26. In the event of an emergency, the FO may take control of the Vehicle 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 action. For the avoidance of doubt, an emergency includes, but is not limited to, where the FO believes that clause 12(b) and/or clause 23 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.

NOTICE

27. Subject to clause 28, notices under this Agreement 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 your Vehicle Storage Agreement 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.
28. Where the Storer has indicated in the Vehicle Storage Agreement Schedule that they do not want to receive notices electronically, the FO will send any notices required under this Agreement to the address specified in the contact details in your Vehicle Storage Agreement Schedule.

29. 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.
30. 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 Agreement.
31. Except where the Facility is located in the State of South Australia (in which case, clause 8(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 Vehicle in accordance with the FO's rights under this Agreement in a newspaper distributed throughout the relevant state or territory and/or nationally and may include the Storer's name for this purpose.

TERMINATION

32. **This Agreement may be terminated:**
 - (a) 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
 - (b) by the FO, without notice and at any time, if:
 - (i) the Storer breaches clause 12(b), clause 16, clause 17 and/or clause 23;
 - (ii) if the FO reasonably determines that any of the Storer's activities in respect of the Parking Spot and/or Space and/or the Facility are otherwise illegal, dangerous, environmentally harmful, antisocial, threatening or offensive.
33. If the Storer terminates this Agreement without giving the written notice required under clause 32(a), the FO may deduct Storage Fees for the required notice period from the Deposit.
34. **Upon termination of the Agreement (for any reason), the Storer must:**
 - (a) remove the Vehicle from the Facility before the close of business on the date of termination (failing which, clause 8 will apply) and leave the Parking Spot in a clean condition and good state of repair to the satisfaction of the FO; and
 - (b) pay any expenses on default, outstanding Fees and any other amounts payable by the Storer under this Agreement 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.
35. If the FO reasonably believes that the Storer will not perform its obligations under clause 34(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.
36. Liability for outstanding moneys, property damage, personal injury, death, environmental damage and legal responsibility under this Agreement survive termination of this Agreement.

PERSONAL PROPERTY SECURITIES

37. For the purposes of this Agreement the terms used in clauses 37, 38, 39, 40, 41 and 42 have the same meanings as given under the PPSA.
38. **The FO's general lien over the Vehicle constitutes a security interest for the purposes of the PPSA and this Agreement is a security agreement. The Storer must, at its cost and immediately upon the FO's request:**
 - (a) do all things reasonably required (including execution of documents) to ensure the FO has a continuously perfected security interest created in the Vehicle pursuant to this Agreement including, but not limited to:
 - (i) providing the registration number and VIN number of the Vehicle and any other details of the Vehicle necessary to complete registration of the security interest in accordance with the requirements of the PPSA;
 - (ii) enabling the FO to apply for registration of, or give any notification in relation to, the security interest; and
 - (iii) enabling the FO to exercise rights in relation to the security interest;
 - (b) procure from any person considered by the FO to be relevant to its security position, such agreements and waivers as the FO may at any time require to ensure the FO attains the highest ranking security possible in respect of the security interest; and
 - (c) not claim nor exert any right of possession over the Vehicle in any manner contrary to the FO's general lien over the Vehicle or right to possession of the Vehicle.
39. **Where permitted by the PPSA:**
 - (a) the Storer waives any right to receive the notifications, verifications, disclosures or other documentation specified under sections 95, 118, 121(4), 130, 132, 3(d), 132(4), 135 and 157 of the PPSA; and
 - (b) the FO and Storer agree to contract out of sections 96, 125, 129, 142 and 143 of the PPSA and nothing in the provisions of such sections of the PPSA shall apply to this Agreement.
40. **To the extent permitted by the PPSA:**
 - (a) the provisions of Chapter 4 of the PPSA which are for the benefit of the Storer, or which place obligations on the FO, will apply only to the extent that they are mandatory or the FO agrees to their application in writing; and
 - (b) where the FO has rights in addition to those in Chapter 4 of the PPSA, those rights will continue to apply.

- 41.** The Storer appoints the FO to be an interested person and the Storer's authorised representative for the purposes of section 275(9) of the PPSA.
- 42.** The Storer agrees not to register a security interest over the FO.

PRIVACY

43. The FO may:

- (a) 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 Agreement in any way; and
- (b) 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 Vehicle 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, StorerCheck), the ACP and agents for any of the above.

44. The Storer warrants that it has:

- (a) 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
- (b) informed the ACP that the Storer has made the disclosures referred to in clause 43(a).

45. 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

- 46. If any clause, term or provision of this Agreement 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 Agreement.
- 47. No failure or delay by the FO to exercise its rights under this Agreement will operate to waive or reduce such rights.
- 48. The FO enters into this Agreement for itself and on behalf of its directors, employees and agents.
- 49. This Agreement 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).

THIS AGREEMENT IS PROPERTY OF THE SELF STORAGE ASSOCIATION OF AUSTRALASIA, ALL UNAUTHORISED USE WILL BE PROSECUTED