



FNQ Storage General Terms & Conditions

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Currency

All prices on our Web Site are listed in Australian dollars (AUD).

Fraud

Any party engaged in illegal activities involving the use of this website will be subject to Australian civil and criminal sanctions and prosecution. FNQ Storage does not guarantee that it will be able to prevent any illegal or inappropriate use of this website, nor that it will give notice of any illegal or inappropriate use of this website. It is an illegal violation to place orders under a false name, with a fraudulently obtained credit card or without the consent of the cardholder. All persons found to have placed a fraudulent order will be prosecuted.

Links to other sites

FNQ Storage is not responsible for the privacy practices or the content of other sites that are linked to our website.

Space Size

Advertised space sizes are approximate and for comparison purposes only. Spaces may be smaller or larger than advertised. Spaces are not rented by the square metre, and rent is not based on square metre measurements.

Paying Your Bill

We offer a range of options to pay your account, payment methods are shown on your storage invoice.

Storage Terms & Conditions

1. INTERPRETATION in these conditions:

“**Agreement**” means this storage agreement, including any cover page containing your details and payment details, any schedules, and any other document or materials it specifies form part of it;

“**Bond**” means an amount equal to one month of storage fee which is required to be deposited by You before occupying Your Space.

“**Direct Debit**” means an automatic, recurring payment of Your Storage Fees which the Operator will charge your nominated bank account on Your Monthly Payment Date.

“**Minimum Storage Period**” means one week.

“**Monthly Payment Date**” means the monthly anniversary of this Agreement;

“**Operator**” means FNQ Storage, the trading name for PDM Timber Pty Ltd (ABN 53 496 798 837) and its successors and assigns;

“**Other Fee**” means any of the fees specified as other fees on the cover page of this Agreement or any other fees that the Operator determines it needs to impose to recover operational costs (both internal and external) and that are advised to You in writing;

“**Premises**” means the premises owned or controlled by the Operator, including the land, buildings, hardstand and any other structure on the land, at which Your Goods are located;

“**Processing Fee**” means a fee to cover administrative and other costs incurred by the Operator in processing a return direct debit or credit/debit card payment or a notice pursuant to a right under this Agreement;

“Storage Fees” means the monthly Storage Fee set out in this Agreement;

“Terms of Use for Our Online Systems” means the terms and conditions for using our website, technology and other online systems.

“You” and **“Your”** refers to the person (including a corporation or other entity such as a trust or trustee) named as the Storer in the Agreement and their successors and assigns; and if there is more than one, it refers to each severally and any two or more jointly;

“Your Goods” means any item or thing which You bring onto the Premises or which is kept in Your Space;

“Your Space” means the storage unit(s) or other area(s) described in the Agreement.

2. STORAGE

2.1 (Your Space) Subject to clause 2.2, the Operator gives You a licence to store Your Goods in Your Space, in accordance with this Agreement, during the Minimum Storage Period and after then, on a month to month basis until terminated by either party in accordance with this Agreement or any further period agreed to in writing by the parties (“Storage Period”).

2.2 (Change of Your Space) Events may occur or operational circumstances may lead the Operator to conclude that it is prudent or necessary, to have You move to a new space. If the Operator believes this is the case, the Operator may, at any time relocate Your Space by giving notice to You, but: (a) The Operator must if possible relocate you to a space with a similar area; and (b) The Operator must at its own cost relocate (or, if the Operator in its discretion agrees, pay the costs to relocate) Your Goods to the new space.

2.3 (Emergencies) Emergencies may occur during the course of You storing with the Operator. As such, it may be necessary for the Operator to take certain actions to respond to the emergency which may include opening and/or moving Your Goods and/or Your Space. If it does

so in the event of an emergency, the Operator may determine it needs to be done without notice to you. You will be advised of any emergency action taken.

2.4 (Re-develop the Premises) The Operator or owner of the Premises may determine as part of the business of operating or owning the Premises, that it wishes to re-develop the Premises. This may result in the need to move out or relocate Your Space whilst this occurs. If this decision is made the Operator may require You to move out or relocate your Space (and must if possible relocate You to a similar Space at the Premises or an alternate Premises operated by the Operator) or if the Premises is not to be used for storage any longer or the redevelopment will take longer than 6 months, terminate this Agreement on 1 months' notice. You acknowledge that the actions that the Operator may take pursuant to this clause 2 are reasonable as part of the operation of a storage business and agree to the Operator being able to exercise these rights.

2.5 (Space sizes are approximate) and spaces may be smaller or larger than advertised. Spaces are not licenced by the square metre and Storage Fees are not based on the square metre measurements. The Operator can provide information on space sizes to assist You, but ultimately, You are responsible for determining whether the Space is appropriate and suitable for storing Your Goods, having specific consideration for the size, nature and condition of the Space and Your Goods.

3. RISK and RESPONSIBILITY FOR YOUR GOODS

3.1 (Responsibility for Goods) At all times (including while Your Goods are in Your Space) Your Goods are: (a) in Your (and not The Operator's) possession and control and you are responsible for them. The Operator is merely providing a space for you to store Your Goods that is capable of being secured by You; (b) within Your (and not the Operator's) knowledge. Whilst the Operator has rights under this Agreement to access and inspect You Space or deal with Your Goods in certain circumstances, it otherwise never inventories Your Goods and doesn't know what You are storing; (c) at Your risk. Unless the Operator exercises a right under this Agreement, the use of Your Space, storage of Your Goods and securing of Your Space is Your

responsibility and as such the risk relating to them is Yours. You acknowledge and accept that the provisions of this clause 3.1 are fair and reasonable given Your possession and control over Your Goods.

3.2 (Operator's Knowledge and no Bailment) As You have possession of and control over Your Goods and You are responsible for securing Your Space, You acknowledge and agree that the Operator is not a bailee or warehouseman of Your Goods nor does the Operator have possession of Your Goods at any time. You also warrant that You are either the owner of or control the goods, and/or are entitled at law to deal with them in accordance with all aspects of this Agreement.

4. PAYMENT

4.1 (Commencement of Payments) You agree to pay the Operator the first payment of the monthly Storage Fee, One Off Move in Fee and the first Monthly Admin Fee (if applicable) at the time of signing this Agreement.

4.2 (Storage Fee Payments) On or before each Monthly Payment Date (or as otherwise agreed in writing) You agree to pay the Operator in advance the Storage Fee for storage between that Monthly Payment Date and the next following Monthly Payment Date, together with any Other Fee that may be applicable pursuant to this Agreement. If this Agreement is terminated (and You are not in default) any amount refundable to You will be paid in accordance with clause 8.5.

4.3 (Methods of Payments) Subject to clause 4.4, You must pay amounts payable to the Operator by AutoPay or Direct Debit. You acknowledge and agree that these payment methods are subject to the AutoPay Agreement and Direct Debit Services Agreement.

4.4 (Payment indemnity) You acknowledge and agree that You are responsible for providing the Operator with the correct AutoPay or Direct Debit details and You indemnify the Operator from any claim for enforcement of this Agreement, including the sale or disposal of Your Goods,

that arises due to Your failure to correctly provide the Operator with Your AutoPay or Direct Debit payment details.

4.5 (Processing Fee) If You fail to pay the Operator any amount when it is due under this Agreement or if any payment is dishonoured or cancelled, You acknowledge that the Operator incurs administrative and other expenses (both internal and external) as a result of your noncompliance with your obligations. These costs need to be recovered by the Operator as part of operating its business. You agree to pay the Operator (when You pay the overdue amount) the Processing Fee and any Other Fee that may apply pursuant to the terms of this Agreement applying to the period between the due date for payment and the date You actually pay, together with any associated telephone, postage and other costs related to collection of these amounts. You acknowledge that the actions that the Operator may take pursuant to this clause 4.6 are reasonable as part of the operation of a storage business and agree to the Operator being able to exercise these rights.

4.6 (Change in Fees) Over time various factors (such as interest rates, inflation and the day to day operational cost of doing business) affect the profitability of a business. In order for the Operator to be able to continue to operate the business at a profitability level acceptable to the Operator, it may be necessary to increase some or all of its fees

at various times after the first month of storage. The Operator may increase the Storage Fee, Processing Fee or Other Fee by giving You 14 days' prior notice. You acknowledge and agree that it is reasonable for the Operator to make any such increases as part of the ordinary operation of its business.

4.7 (Part Payment) If You only pay part of an amount that You owe the Operator, it does not affect Your obligation to pay the balance of the amount to the Operator. Acceptance of a part payment will also not be a waiver of any kind of any other right the Operator may have under this Agreement.

5. ACCESS

5.1 (Access Hours) Subject to clauses 5.2 and 5.3, You may access Your Space during the access hours of the Premises (which can be found at the Premises or on the Operator's website) or as otherwise notified by the Operator from time to time ("Access Hours"). It is necessary for the Operator to be able to determine when the Premises will and will not be accessible by customers for various reasons including security, costs, safety and other business reasons. As such, You acknowledge and agree that the Operator may change the access hours at its discretion and that it is reasonable for it to do so as part of its operation of the Premises.

5.2 (Emergency Access) You may only access Your Space outside the Access Hours with the Operator's consent which may be given or withheld at the Operator's sole discretion.

5.3 (Refusal of Access) The Operator may (without being obliged to do so) refuse You or any other person access to the Premises or Your Space (including after this Agreement has been terminated) if: (a) You have not complied with any of Your obligations under this Agreement; or (b) You or any other person do not produce identification and/or evidence satisfactory to the Operator to show You or the other person are entitled to access. Once any issue contemplated by this clause is remedied, You will be granted access again subject to the Operator's office hours.

5.4 (Obligations During Refusal of Access) If You have been refused access to Your Space due to Your default under this Agreement, Your obligations under this Agreement (including payment of the Storage Fees to the Operator) continue until termination of this Agreement (note this is subject to clause 11.7 relating to continuing obligations), even though You may not have access to the Premises or Your Space, for all or part of the Storage Period. This is because the Operator cannot otherwise licence Your Space whilst Your Goods are still in it or You still have possession of It during any period where the Operator may be providing You with the opportunity to remedy the default.

5.5 (Access by the Operator) The Operator may (without being obliged to do so): access or inspect Your Space and/or Your Goods (a) on reasonable notice for maintenance purposes or

FNQ Storage - Terms & Conditions

for inspection purposes on 14 days' notice; (b) at any time for emergency purposes; (c) if at any time, the Operator believes Your Goods or any act or omission by You in connection with Your Space may cause harm to any person, property or the environment and in this event if it considers it necessary, the Operator may immediately (and without notice to You) take any action considered by the Operator to be necessary to access, inspect or service Your Space or inspect Your Goods and, if necessary, to avoid the potential harm the Operator may remove and dispose of Your Goods and the cost of the Operator in so doing will be reimbursed by You to the Operator on demand by the Operator. The Operator may access Your Space by force or otherwise for the purposes of 5.5(b) or (c). If Your access is interrupted pursuant to this clause, it will be restored if it can be and as soon as possible.

5.6 (Operator May View Your Space with Camera) You agree that in circumstances where the Operator reasonably suspects a breach of the law or potential for damage to the Premises or other customers goods, the Operator may at its discretion and without notice to You either open Your Space or may use a microprobe, CCTV camera or other viewing device to view the inside of the Space and any footage obtained which evidences a breach of the Agreement or the law may be relied upon by the Operator to take any action authorised under this Agreement, including terminating this Agreement and/or cooperating with law enforcement agencies and other authorities without notice to You.

5.7 (Access by Unauthorised Persons) You agree that it is Your responsibility to secure Your Space and the Operator provides You with a Space that is capable of being so secured. Whilst the Operator has installed various security measures in the Premises for the security of the overall area, the Operator is not guaranteeing the Premises as a secure facility. You understand and accept You are storing Your Goods at the Premises at Your sole risk and that it is Your responsibility to secure Your Space. As such, the Operator is not responsible for any unauthorised entry by any person to the Premises or Your Space.

5.8 (Alarm Fee) If You or someone gaining access as authorised by You trigger an alarm then you will incur a fee to cover the Operator's costs associated with dealing with an alarm.

5.9 (Reasonableness) You acknowledge that the actions that the Operator may take pursuant to this clause 5 are reasonable as part of the operation of a storage business and in particular to allow the Operator to take the steps necessary in the circumstances contemplated by clause 5 and You agree to the Operator being able to exercise these rights.

6. YOUR OBLIGATIONS

6.1 (Use of Your Space) You must only use Your Space for storage and no other business or activity.

6.2 (Securing Your Space) You are solely responsible for securing Your

Space and must do so in a manner reasonably satisfactory to the Operator, and where applicable You must ensure You comply with any other security policies or procedures for the Premises. You agree not to place a padlock or other locking device to your Space in the Operator's position.

6.3 (Prohibited Goods) To prevent harm or damage, Your Goods must not include any item listed in the prohibited goods list displayed by the Operator from time to time on its website or at the Premises or any animal or any thing which is hazardous, illegal, stolen, inflammable (excluding alcoholic beverages), explosive, environmentally harmful, perishable or which in the reasonable opinion of the Operator may cause harm to any person, property or the environment. You must ensure Your Goods are free of food scraps (or other perishable substances) and are not damp when placed into storage.

6.4 (Irreplaceable Goods or Goods Totalling more than \$800) You must not store items which are irreplaceable, such as currency, jewellery, furs, deeds, paintings, rugs, curios, works of art and items of personal sentimental value or items worth more than \$1,000 in total unless they are insured.

6.5 (Cleaning and Maintenance) You must clean and maintain Your Space in good condition, order and repair (fair wear and tear excepted). If you fail to do this the Operator may do so at Your cost after it has issued You with a notice to rectify and You have failed to do so.

6.6 (Alterations) You must not carry out any alterations to or mark, paint, nail, drill, alter or damage or attach any structure to any part of Your Space without the prior written consent of the Operator.

6.7 (Repair and Responsibility for Invitees) You must immediately notify the Operator of any damage You or any person authorised by You (including at your request, direction, or as facilitated by You, including by the provision of gate key code or swipe cards) cause to the Premises or Your Space and You are responsible for such damage and must reimburse the Operator on demand for the cost to the Operator of making good the damage. You acknowledge that You licenced Your Space at the Premises run/owned by the Operator and that it is reasonable for you to be accountable for persons You bring onto, or authorise to enter, the Premises on Your behalf.

6.8 (Insurance of Your Goods) Unless the Operator otherwise agrees, You must keep Your Goods in Your Space insured on terms reasonably satisfactory to the Operator and provide evidence of the insurance to the Operator whenever requested by the Operator. You agree to waive any right of subrogation You may otherwise have in relation to insurance of Your Goods.

6.9 (Nuisance) You must not cause any inconvenience or nuisance to any other person using the Premises. This includes taking reasonable steps to ensure that no noxious substance or substance that may cause harm is stored in or escapes from Your Space to the surrounding area including any other storers' space.

6.10 (Compliance with Laws) You must, at your cost, comply with all laws applying to Your Goods or the storage of Your Goods in Your Space, or the use of Your Space.

6.11 (Change in Details) You must immediately update Your contact details or those of any Emergency Contact Person in the Your account portal on the Operator's website or by notifying

the Operator in writing. You acknowledge that this is important as it is necessary for the Operator to have current contact details for the purposes of numerous parts of this Agreement.

6.12 (Communication and Dealing with Emergency Contact Person) If you provide the details of an Emergency Contact Person to the Operator, you grant the Operator the right to discuss Your Space with the Emergency Contact Person in case of an emergency or for the purpose of exercising the Operator's rights under this Agreement including but not limited to clause 9. Further, where the Operator reasonably believes that You are unwilling or unable to remove Your Goods from the Space upon termination or in the course of the Operator exercising its rights relating to default of the Agreement by You, despite reasonable notice under these terms, the Operator may allow and You acknowledge and agree that it is reasonable for the Emergency Contact Person to remove the Your Goods on such terms as agreed between the Operator and the Emergency Contact Person without the need for further consent from You. The Operator will cease dealing with the Emergency Contact Person pursuant to this clause immediately upon You remedying the default and/or on Your removal of Your Goods. You acknowledge and accept that this clause is necessary to deal with the situations contemplated by it and to provide the Operator the ability to otherwise operate and administer its Premises.

7. LIABILITY, RELEASE AND INDEMNITY

7.1 (You Release and Indemnify the Operator) You (for all time and despite any earlier termination of this Agreement): (a) release the Operator (and its employees, contractors and agents) from; and (b) indemnify the Operator (and its employees, contractors and agents) against, any costs, expenses, loss, damages, claims, action or liability, to the extent it is arising (including whether in contract, tort under statute or otherwise) from or in connection with, (i) loss of or damage to Your Goods; (ii) damage to any device used by You to secure Your Space resulting from the Operator accessing Your Space in accordance with this Agreement; (iii) The Operator either refusing You access to the Premises and Your Space or terminating this Agreement in accordance with this Agreement; or (iv) loss of or damage to any property (including the Operator's property) or death of or injury to any person caused or contributed to

by: (a) Your Goods; (b) You or any person accessing the Premises or Your Space with Your authority or consent; (c) Your use of Your Space by You or any other person authorised by You; (d) The Operator or any of its contractors, agents, or employees in exercising any other right or power pursuant to this Agreement.

7.2 (Liability) To the extent that your actions or omissions in relation to Your use of the Space or Your failure to comply with this Agreement cause any damage, expense, loss, liability (“Loss”) to the Operator or any other party, you agree and acknowledge that You are liable for such Loss and that the Operator may recover such Loss incurred by it from You.

7.3 (Assistance to Regulators, Agencies or Court Order) You acknowledge that the Operator may from time to time be required by the operation of law (including the common law, statute or the rules of a securities exchange), or court order to discuss, assist an investigation or action, or provide information relating to You or Your use of Your Space or Your Goods (this may include the provision of copies of or lists of items You have in Your Space, this Agreement or other documents or records relating to Your Space, Your Goods or use of Your Space and any other matters contemplated by this sub-clause) to a regulator, statutory agency, court, government department or other entity duly authorised by law to make such a request. You further acknowledge and agree that any such assistance that the Operator provides pursuant to this clause is reasonable and that the Operator may provide such assistance and is released and indemnified by You for any liability, expense, claim or loss incurred by You or any other person, that may arise as a result of the provision of such assistance.

8. TERMINATION

8.1 (Termination by Notice) Either You or the Operator may terminate this Agreement at any time after the Minimum Storage Period by giving not less than 7 days’ written notice to the other. If you fail to give 7 days’ written notice of termination to the Operator this shall constitute a default.

8.2 (Termination on Default) If You fail to comply with any of Your obligations under this Agreement after the Operator gives You not less than 7 days’ notice requiring You to comply,

FNQ Storage - Terms & Conditions

the Operator may immediately terminate this Agreement by notice to You, and may, without further notice, enter Your Space and take possession of and deal with Your Goods as Abandoned Goods under clause 9.2. You expressly acknowledge and agree that it is reasonable for the Operator to take the steps set out in this sub-clause as part of the operation of a storage Premises and You agree to the Operator being able to exercise these rights.

8.3 (Summary Termination) In the event that any of Your activities or Your use of Your Space, is considered by the Operator to be illegal or environmentally harmful or otherwise harmful to other persons, the Operator may terminate the Agreement without Notice. This will constitute a default under this Agreement.

8.4 (Your Obligation on Termination) On termination of this Agreement, You must immediately: (a) (Pay all Fees) pay to the Operator any amounts which You owe to the Operator and if the Operator terminates this Agreement because of Your default, also the amount of 1 months Storage Fees payable under this Agreement (this amount represents an agreed amount between You and the Operator to recompense the Operator for income it is unable to earn for a period, due to Your default, by licencing Your Space to another person and You acknowledge that it is fair and reasonable); (b) (Removal of Goods) remove Your Goods from Your Space; and (c) (Restoring Your Space) clean and remove all rubbish from and make good any damage caused by You or Your Goods to Your Space. If you fail to do this the Operator may do so at Your cost.

8.5 (Refund of Advance Payments) Upon Your request, following termination the Operator shall refund to You within a reasonable period of time, the amount of any Storage Fees or insurance premiums paid by You in advance for future whole months not yet expired, less any other amounts the Operator is entitled to claim from You.

8.6 (Damage or Destruction) If Your Space is destroyed or damaged from any cause other than by Your act or default so as to render Your Space unfit for storage of Your Goods, the Operator or You may at any time give notice in writing terminating this Agreement and

thereupon this Agreement shall be deemed to have terminated at the date of the destruction or damage.

9. ABANDONED GOODS

9.1 (Abandonment of Goods) If at any time You fail to: (a) pay the Operator any amount due and owing to it by You; or (b) remove Your Goods when required under this Agreement, and You do not rectify either (a) or (b) within 7 days after the Operator gives You written notice requiring you to remedy that failure, Your Goods will be taken to be “Abandoned Goods” for the purposes of this clause 9. In the event that You have more than one Space with the Operator, default on either space authorises the Operator to take default action against all of Your Spaces.

9.2 (Dealing with Abandoned Goods) In the event that Your Goods become, by operation of the provisions of this Agreement, Abandoned Goods for the purposes of this Agreement, You acknowledge that it is not reasonable for Your Goods to remain in Your Space and that the Operator will by necessity need to deal with them. Accordingly, You agree: (a) The Operator may without being obliged to do so arrange; (i) the disposal of (which may include the dumping of); (ii) alternative storage of; or (iii) the sale of, any or all of Your Abandoned Goods, on such terms as the Operator decides are reasonable; (b) You acknowledge that the Operator will incur costs (both internal and external) in having to deal with the Abandoned Goods and that it is fair for You to and You agree to pay the costs of and indemnify the Operator for all costs, expenses, damages, claims, action or liability whatever arising from or in connection with the Operator exercising its rights under paragraph (a); (c) The Operator shall pay You the amount received by it from the sale of Your Abandoned Goods less any amounts You owe the Operator as quickly as possible but no later than within 30 days after the Operator receives the amount.

9.3 (Grant of Lien Over Goods) The Operator claims and You grant a contractual lien over Your Goods in the event any moneys are owing under the Agreement. For the purposes of the Personal Property Securities Act 2009, the Operator is deemed to be in possession of the

goods from the moment the Operator accesses the Space. You consent to and authorises the sale or disposal of all goods regardless of their nature or value.

10. NOTICES

10.1 (Service of Notices) Where you have consented to receiving notice by email, all notices required under this Agreement will be emailed to you. Alternatively, notice will usually be given in writing and emailed to, SMS'd to, or posted to, to the address of You In the event of not being able to contact You, notice is deemed to have been given to You by the Operator if it has sent notices to the last notified address of You.

10.2 (Deemed Notice) Any notice given under this Agreement is deemed to have been given the day it is emailed or SMS'd or the day after the notice has been delivered, posted.

11. GENERAL PROVISIONS

11.1 (Assignment) You must not assign, sub-licence or otherwise deal with Your rights or obligations under this Agreement without the written consent of the Operator.

11.2 (Applicable Law) The law of the State, Territory or Region of Australia or New Zealand within which the Premises at which Your Goods are stored is located, applies to this Agreement.

11.3 (Variations) Any variation of this Agreement is only effective if it is in writing and signed (physically or electronically) by all parties. No oral statement made by either party shall form part of this Agreement.

11.4 (Waivers) A party shall not be taken to have waived a right under or in connection with this Agreement unless the party expressly does so in writing. A waiver of any right or obligation at any time shall not be taken as a waiver of the right when it arises at any other time or a waiver of any other right.

11.5 (Stamp Duty & GST) You must on demand pay and indemnify the Operator for any stamp duty, goods and services tax or similar tax or liability imposed in connection with this Agreement or any supply under it.

11.6 (Severance) If any provision of this Agreement is legally unenforceable or made inapplicable, it shall be severed or read down, but so as to maintain (as far as possible) all other terms of this Agreement.

11.7 (Continuing Liability) Your liability for outstanding money, property damage, personal injury, environmental damage and legal responsibility under this Agreement continues to run beyond the termination of this Agreement.

11.8 (Entire Agreement) This Agreement and the privacy policy on the Operator's website constitutes the entire agreement between You and the Operator for matters referred to in it. The parties agree that this Agreement reflects the final bargain agreed between them and that any prior arrangements, agreements, representations or undertakings are superseded.

11.9 (Cost) The Storer is responsible to pay any costs incurred by the Operator in enforcing this Agreement in any way.

11.10 (Dispute Resolution) The parties must endeavour to settle any dispute with one another before either party institutes any proceedings of any kind against the other.

Direct Debit Terms & Conditions

DIRECT DEBIT REQUEST SERVICE AGREEMENT

“**Direct Debit**” means an automatic transaction that transfers money from your bank account to a FNQ Storage account.

FNQ Storage - Terms & Conditions

This Direct Debit Service Agreement (“Agreement”) outlines our commitment to you as a customer that has set up a Direct Debit with FNQ Storage or PDM Timber Pty Ltd (ABN 53 496 798 837) and your rights and responsibilities while the Direct Debit remains in place.

This Agreement applies to you where you have signed up for a storage agreement, terms of which require you to pay your storage fees by Direct Debit. This Agreement supersedes any prior payment arrangements you have entered into with us for these products. However, it does not affect or supersede any prior payment arrangements you have entered into with us for other storage or ancillary fees.

YOUR AUTHORISATION

You authorise:

1. FNQ Storage, through a third party provider, to arrange for funds to be credited or debited:
 1. From your nominated account (the details of which you provided to us as part of the sign-up process on our website, at a storage facility or over the phone); and for an amount that is determined in accordance with the storage agreement (including but not limited to any change in the charges for goods and services provided), which FNQ Storage may debit or charge you until further notice in writing.
 2. FNQ Storage to verify the details of your nominated account with your financial institution.
 3. Your financial institution to release information allowing FNQ Storage to verify your nominated account.

This authorisation is to remain in force in accordance with the terms described in this Agreement.

OUR PROCESS

We may change or cancel this Agreement. We will provide you with at least 14 days prior written notice if we change any terms of this agreement. We may also cancel your Direct Debit without further notice if we are unsuccessful in debiting your account for one or more consecutive storage fee invoices.

We will deduct payment, to a maximum of the amount due on your account at the due date of your Direct Debit unless otherwise agreed with you. Where the Direct Debit due date falls on a non-working day or a national public holiday, we will deduct the payment amount on the next business day.

If you have an amount outstanding on your account on the date the Direct Debit starts, we will deduct that amount on or after that date, which may be before the first due date of your Direct Debit, unless otherwise agreed with you.

We will stop your Direct Debit in respect of your relevant product:

- After your final bill has been paid if you stop being our customer; or
- If we stop providing you storage services and your account has been paid in full.

YOUR RIGHTS AND OBLIGATIONS

You must:

- Make sure that your account information supplied to us is correct by checking it against a recent statement from your financial institution or, if uncertain, directly with your financial institution;
- Make sure the bank account nominated by you can accept Direct Debits. Direct Debit is not available on all Financial Institution accounts;
- Make sure sufficient funds are available in the nominated account to meet a payment on its due date; and

FNQ Storage - Terms & Conditions

- You must provide us with at least 10 business days before your next Direct Debit due date to notify us of any change you wish to make to your account or personal details.

You may stop a single Direct Debit payment by notifying us at least 10 business days before your next Direct Debit due date.

If this Agreement is terminated (whether by you, us or your financial institution) you must pay all amounts due on your account on the due dates for those amounts using a suitable alternate payment method. Contact us to find other available payment methods. Your Direct Debit automatically terminates on the termination date of your storage agreement.

FEES AND CHARGES

We will notify you of any return unpaid transactions and any applicable fee (plus GST) will be added to your account.

If your nominated account has insufficient funds to cover a payment you are responsible for any costs we incur as a consequence of covering payment.

If you have any enquiries, would like to communicate a change, cancellation or require payment assistance you can contact us.

If you would like to raise a dispute, please contact us in writing.