



MANAGED STORAGE AGREEMENT ©

STORER Business Name:..... ABN:.....

Ms/Mrs/Mr.....First Name:.....Last Name:.....

Ms/Mrs/Mr.....First Name:.....Last Name:.....

CONTACT DETAILS Home /Business Address:.....

City.....State.....Postcode.....

Postal Address:.....State.....Postcode:.....

Phone Nos: Home:Work:.....Email:.....

Fax Nos: Home.....Work:.....Mobile:.....

Vehicle Details: Make:.....Reg No.:.....Colour:.....

Person Authorised to Remove Goods: Name/s:

Drivers Licence No:.....Expiry Date:.....

Please advise us immediately if your address or contact numbers or those of the alternative contact person change

Alternate Contact Person: Ms/Mrs/Mr.....First Name:.....Last Name:.....

Home Address:.....

City.....State.....Postcode.....

Phone Nos: Home:Work:.....Email:.....

Fax Nos: Home.....Work:.....Mobile:.....

STORAGE DETAILS

Space:.....Storage Period: From./...../.....To:...../...../.....and then extended automatically until ...28...days notice is given by either party.

STORAGE COSTS: Deposit: \$.....Storage Fee \$.....*per week / Calendar month

Late Payment Fee \$....50.00..... applied every 14 days after due date.

All Fees include GST, except the Deposit, which is refundable

Main Points

Please read the Conditions of Agreement overleaf carefully as by signing this Agreement you will be bound by them (See Over).

- All payments must be paid in advance by you (the Storer). • The Storer must notify the Corpeyewear Pty Ltd T/A Newy Caravan Storage in writing of all changes of address and contact telephone numbers.
- **Goods are stored at your sole owners risk for fire, theft, Storm, Flood, act of God, Damaged. You should take out insurance cover.**
- **INITIAL.....**
- The Corpeyewear Pty Ltd T/A Newy Caravan Storage is not liable for the loss of any goods stored on its Facility premises
- You must not store hazards dangerous, illegal, stolen, perishable items on site and we reserve the right to sell and/or dispose of your goods (see clause 6). If deemed environmentally harmful or explosive goods (see clause 7)
- The Corpeyewear Pty Ltd T/A Newy Caravan Storage has the right to refuse access if all fees are not paid Promptly and within their due dates.
- The Space will only be accessible during set access hours as posted by Corpeyewear Pty Ltd T/A Newy Caravan Storage

STORER'S ACCEPTANCE

I/we acknowledge that these main points have been drawn to my/our attention.

[Storer's Signature]

[Storer's Signature]

Signed by:

[Storer's Signature]

[Storer's Signature]

Date of this Agreement day of

20....

I/We agree to be bound by the Conditions of Agreement as shown overleaf.

RISK AND RESPONSIBILITY:

CONDITIONS OF MANAGED STORAGE AGREEMENT

STORAGE:

1. The Storer:
 - (a) has the right to store Goods with the Corpeyewear Pty Ltd T/A Newy Caravan Storage;
 - (b) is deemed to have knowledge of the Goods in the Space;
 - (c) warrants that they are the owner of the Goods in the Space, and/or are entitled at law to deal with them in accordance with all aspects of this Agreement.
2. The Corpeyewear Pty Ltd T/A Newy Caravan Storage:
 - (a) is a bailee of the Goods, and
 - (b) is entitled to claim a lien over the Goods for any unpaid Fees, Costs or Expenses

FEES, COSTS AND EXPENSES:

3. The Storer must upon signing the Agreement pay to the Corpeyewear Pty Ltd T/A Newy Caravan Storage: (a) the Deposit (reasonable endeavours will be used to refund it by cheque within 30 days of termination of this Agreement), and/or (b) the Administration Fee.
4. The Storer is responsible to pay:
 - (a) the Storage Fee is the amount indicated in this Agreement or the amount notified to the Storer in writing by the Corpeyewear Pty Ltd T/A Newy Caravan Storage from time to time. The Storage Fee is payable in advance and it is the Storer's responsibility to ensure that payment is made directly to the Corpeyewear Pty Ltd T/A Newy Caravan Storage, on time, in full, throughout the period of storage. The Corpeyewear Pty Ltd T/A Newy Caravan Storage will not send a monthly invoice to the Storer unless otherwise agreed in writing. (b) the Cleaning Fee, as indicated on the front on this Agreement, is payable on demand at the Corpeyewear Pty Ltd T/A Newy Caravan Storage's discretion.
 - (c) a Late Payment Fee, as indicated in the Agreement, becomes payable each time a payment is late.
 - (d) any Costs or Expenses incurred by the Corpeyewear Pty Ltd T/A Newy Caravan Storage in collecting late or unpaid Storage Fees, maintaining the Goods, selling the Goods in enforcement of lien, or in enforcing this Agreement in any way, including but not limited to postal, telephone, debt collection, advertising, and/or the default action (including legal costs on client/solicitor basis) costs.
5. The Storer will be responsible for payment of any government taxes or charges (including any goods and services tax) being levied on this Agreement, or any supplies pursuant to this Agreement.

DEFAULT:

6. Notwithstanding clause 17, the Storer acknowledges that, in the event of the Storage Fee, Cost, Expenses or any other money owing under this Agreement, not being paid in full within six (6) months of the due date, the Corpeyewear Pty Ltd T/A Newy Caravan Storage may, without further notice, enter the Space, by force or otherwise, retain the Deposit and/or sell or dispose of any Goods in the Space on such terms that the Corpeyewear Pty Ltd T/A Newy Caravan Storage may determine. The Corpeyewear Pty Ltd T/A Newy Caravan Storage may also require payment of default action Costs, including any Costs or Expenses associated with accessing the Storer's Space, maintaining the Goods, and disposal or sale of the Storer's Goods. Any excess moneys recovered by the Corpeyewear Pty Ltd T/A Newy Caravan Storage on disposal will be returned to the Storer. In the event that the Storer cannot be located, excess moneys will be deposited with the Public Trustee or equivalent authority.

ACCESS AND CONDITIONS:

7. Corpeyewear Pty Ltd T/A Newy Caravan Storage:
 - (a) has the right to access their Goods during Access Hours as posted by the Corpeyewear Pty Ltd T/A Newy Caravan Storage;
 - (b) must not store any Goods that are dangerous, hazardous, illegal, stolen, inflammable, explosive, environmentally harmful, perishable or that are a risk to the property of any person;
 - (c) the Storer must not store items which are irreplaceable, such as currency, jewellery, furs, deeds, paintings, curios, works of art and items of personal sentimental value; (d) will use the Space solely for the purpose of storage and shall not carry on any business or other activity in the Space;
 - (e) must not attach nails, screws etc to any part of the Space and must maintain the Space by ensuring it is clean and in a state of good repair and must not damage or alter the Space without the Corpeyewear Pty Ltd T/A Newy Caravan Storage's consent; in the event of uncleanliness or damage to the Space or Facility the Corpeyewear Pty Ltd T/A Newy Caravan Storage will be entitled to retain the Storer's deposit, charge a cleaning fee, and/or full reimbursement from the Storer to the value of the repairs required.
 - (f) cannot assign this Agreement;
- must give Notice to Corpeyewear Pty Ltd T/A Newy Caravan Storage
- (g) in writing of the change of address of the Storer or the Alternate Contact Person within 48 hours of any change;
- (h) grants the Corpeyewear Pty Ltd T/A Newy Caravan Storage entitlement to discuss any default by the Storer with the Alternate Contact Person registered on the front of this Agreement.
8. The Corpeyewear Pty Ltd T/A Newy Caravan Storage may refuse access to the Space by the Storer where money is owing by the Storer to the Corpeyewear Pty Ltd T/A Newy Caravan Storage, whether or not a formal demand for payment of such money has been made.
9. The Corpeyewear Pty Ltd T/A Newy Caravan Storage reserves the right to relocate the Storer to another Space at the Corpeyewear Pty Ltd T/A Newy Caravan Storage's sole discretion without reference and/or explanation to the Storer.
10. No oral statements made by the Corpeyewear Pty Ltd T/A Newy Caravan Storage or its employees shall form part of this Agreement, and no failure or delay by the Corpeyewear Pty Ltd T/A Newy Caravan Storage to exercise its rights under this Agreement will operate to waive those rights.

11. The Goods are stored at the sole risk and responsibility of the Storer who shall be responsible for any and all theft, damage to, and deterioration of the Goods, and shall bear the risk of any and all damage caused by flood or fire or leakage or overflow of water, mildew, heat, spillage of material from any other space, removal or delivery of the Goods, pest or vermin or any other reason whatsoever including acts or omissions, negligent, deliberate or otherwise, of the Corpeyewear Pty Ltd T/A Newy Caravan Storage or persons under its control.
12. The Storer agrees to indemnify and keep indemnified the Corpeyewear Pty Ltd T/A Newy Caravan Storage from all claims for any loss of or damage to the property of, or personal injury to, third parties resulting from or incidental to the use of the Space by the Storer, including the storage of Goods in the Space
13. The Storer acknowledges and agrees to comply with all relevant laws, including Acts and Ordinances, Regulations, By-laws, and Orders, as are or may be applicable to the use of the Space. This includes laws relating to the material which is stored, and the manner in which it is stored. The liability for any and all breach of such laws rests absolutely with the Storer, and includes any and all costs resulting from such a breach
14. If the Corpeyewear Pty Ltd T/A Newy Caravan Storage has reason to believe that the Storer is not complying with any relevant laws the Corpeyewear Pty Ltd T/A Newy Caravan Storage may take any action the Corpeyewear Pty Ltd T/A Newy Caravan Storage believes to be necessary, including the action outlined in clause 15 and 17, contacting, cooperating with and/or submitting Goods to the relevant authorities, and/or immediately disposing of or removing the Goods at the Storer's expense. The Storer agrees that the Corpeyewear Pty Ltd T/A Newy Caravan Storage may take such action at any time even though the Corpeyewear Pty Ltd T/A Newy Caravan Storage could have acted earlier.

INSPECTION AND ENTRY BY THE CORPEYEWEAR PTY LTD T/A NEWY CARAVAN STORAGE:

15. The Storer acknowledges that, pursuant to clause 14 the Corpeyewear Pty Ltd T/A Newy Caravan Storage has the right to access the Space and may access the Space for any purpose, including the deposit or retrieval of Goods on the Storer's specific, general or implied instructions, in the event of emergency, that is where property, the environment or human life is, in the opinion of the Corpeyewear Pty Ltd T/A Newy Caravan Storage, threatened, to allow inspection or seizure by relevant authorities, for the purpose of general inspection of the Space or the Goods, or any other purpose the Corpeyewear Pty Ltd T/A Newy Caravan Storage believes necessary for the enforcement of this Agreement or the operation of the Facility.

NOTICE:

16. Notices must be given in writing and left at, or posted to, or faxed to the address of the Storer or the Corpeyewear Pty Ltd T/A Newy Caravan Storage. In relation to the giving of Notices to the Corpeyewear Pty Ltd T/A Newy Caravan Storage, Notices must actually be received to be valid. In the event of not being able to contact the Storer, Notice is deemed to have been given to the Storer by the Corpeyewear Pty Ltd T/A Newy Caravan Storage if the Corpeyewear Pty Ltd T/A Newy Caravan Storage serves that Notice on the Alternate Contact Person, or has sent Notices to the last notified address of the Storer or Alternate Contact Person. In the event that 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. Further, the Storer and the Corpeyewear Pty Ltd T/A Newy Caravan Storage agree that the Corpeyewear Pty Ltd T/A Newy Caravan Storage may give notice of any sale in enforcement of a lien arising in relation to this Agreement in a newspaper distributed throughout the state, and may include the Storer's name for this purpose.

TERMINATION:

17. Once the initial fixed period of storage has ended, either party may terminate this Agreement by giving the other party Notice as indicated on the front of this Agreement. In the event of illegal or environmentally harmful activities on the part of the Storer the Corpeyewear Pty Ltd T/A Newy Caravan Storage may terminate the Agreement without Notice. The Corpeyewear Pty Ltd T/A Newy Caravan Storage is entitled to retain a portion of the Deposit if less than the requisite Notice is given by the Storer. Upon termination the Storer must remove all Goods in the Space and leave the Space in a clean condition and in a good state of repair to the satisfaction of the Corpeyewear Pty Ltd T/A Newy Caravan Storage on the date specified. The Storer must pay any outstanding money and any expenses on default or other money owed to the Corpeyewear Pty Ltd T/A Newy Caravan Storage up to the date of termination, or clause 6 may apply. Any calculation of outstanding Fees will be by the Corpeyewear Pty Ltd T/A Newy Caravan Storage and such calculation will be final. If the Corpeyewear Pty Ltd T/A Newy Caravan Storage enters the Space for any reason and there are no Goods stored therein, the Corpeyewear Pty Ltd T/A Newy Caravan Storage may terminate the Agreement without giving prior Notice, but the Corpeyewear Pty Ltd T/A Newy Caravan Storage will send Notice to the Storer in writing within 7 days
18. The Storer's 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.

LIMITATION OF LIABILITY AND INDEMNITY:

19. The Storer :
 - (a) agrees that the terms of this document together with the Privacy Document constitute the whole contract with the Corpeyewear Pty Ltd T/A Newy Caravan Storage and that, in entering this contract, the Storer relies upon no representations other than those contained in this Agreement.
 - (b) acknowledges that it has raised all queries relevant to its decision to enter this Agreement with the Corpeyewear Pty Ltd T/A Newy Caravan Storage and that the Corpeyewear Pty Ltd T/A Newy Caravan Storage has, prior to the Storer entering into this Agreement, answered all such queries to the satisfaction of the Storer. The Storer acknowledges that any matters resulting from such queries have, to the extent required by

the Storer and agreed to by the Corpeyewear Pty Ltd T/A Newy Caravan Storage, been reduced to writing and incorporated into the terms of this Agreement.

20. Any damages, whether for physical or economic loss, which the Corpeyewear Pty Ltd T/A Newy Caravan Storage is liable to pay to the Storer pursuant to this Agreement or performance of this Agreement (including damages for negligence or damages for consequential loss) are limited in all cases other than cases of damages relating to the provision of services of a kind ordinarily acquired for personal, domestic or household use or consumption to :

- (a) the further supply of storage equivalent to that undertaken by the Corpeyewear Pty Ltd T/A Newy Caravan Storage as set out in the terms and conditions of this Agreement; or
- (b) the payment of the cost for further storage equivalent to that undertaken by the Corpeyewear Pty Ltd T/A Newy Caravan Storage under the terms and conditions of this Agreement; or
- (c) the payment of the cost of further supply of storage equivalent to that undertaken by the Corpeyewear Pty Ltd T/A Newy Caravan Storage under the terms and conditions of this Agreement.

21. The Storer specifically acknowledges that it is aware of the limitation of liability set out in clause 20 above and that, in all the circumstances, and taking into account the negotiations between the parties and their relationship, such limitation on the Corpeyewear Pty Ltd T/A Newy Caravan Storage's liability is a reasonable one.