

Storage Schedule

This Storage Agreement represents the entire agreement between Gateway Container Sales & Hire (ABN 50 304 968 435) (Owner).

PLEASE RETURN COMPLETED PAGES (1&2) BY FAX TO (07) 3893 0794

Date.....	Reference.....
Storer Name.....	ABN:.....
Postal Address:.....
.....
Phone.....	Mobile.....
Fax.....	Email.....
Contact Name.....	
Storage Start Date.....	Storage Completed Date.....
Alternate Contact Name:.....
Address:.....
Phone:.....

Storer's Responsibility

Please read the terms and conditions overleaf carefully as by signing this Agreement you agree to be bound by them

- All payments are to be made in advance by you
- Goods are stored at your sole risk. **You should take out insurance cover**
- The Owner is not liable for the loss of any goods stored on its premises
- You must not store hazardous, dangerous, illegal, stolen, perishable, environmentally harmful or explosive goods
- Your Space will only be accessible during set access hours as posted by Owner
- You must notify the Owner in writing of all changes of address and contact telephone numbers
- If you fail to comply with the conditions of this agreement the Owner will have certain rights which include forfeiture of your Deposit and the right to sell and/or dispose of your goods **(see clauses 9 – 11)**
- The Owner has the right to refuse access if all fees are not paid promptly **(see clause 5)**
- The Owner has the right to enter in certain circumstances **(see clause 7)**

Please continue to page 2...



Container Number:..... **Storage Charge**.....

Cleaning Charge..... **Late Payment Fee**.....

Storer's Acceptance

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

**Storer's
Signature:**..... **Name:**.....

**Storer's
Signature:**..... **Name:**.....

I/we agree to be bound by the conditions of this Agreement as shown overleaf.

**Storer's
Signature:**..... **Name:**.....

**Storer's
Signature:**..... **Name:**.....

Date of this Agreement: day of..... 20.....

Accepted By Owner

Signed for and on behalf of Owner

Date of this Agreement: **day of** 20.....

Full terms and conditions overleaf.

Terms & Conditions

The Owner agrees to provide storage to the Storer on terms set out in this document. If the Storer wishes to store goods in the space allocated to the Storer by the Owner, the Storer must complete and sign (or otherwise accept in the manner required by the Owner) a Storage Schedule and such other documents as the Owner may require. Each Storage Schedule is not a separate contract but forms a part of this Agreement between the Owner and the Storer.

1. Definitions of Words in this Agreement

Access Hours means the hours that the Owner deems the Facility to be open for as advised from time to time.

Alternate Contact Person means the person specified in the Storage Schedule as the alternate contact person.

Authority means any Governmental or semi-Governmental or Local Government Authority, public agency, statutory corporation or other utility of legal entity having statutory right in respect of approvals.

Claim means in relation to a person, a claim, demand, remedy, suit, injury, damage, loss, cost, liability, action, proceeding, right of action, claim for compensation or reimbursement or liability incurred by or to be made or recovered by or against the person, however arising and whether ascertained or unascertained, or immediate, future or contingent.

Cleaning Charge means the cleaning charge imposed by the Owner as specified in the Storage Schedule.

Commencement means the date upon which the Goods are stored as specified in the Storage Schedule as the 'Storage Start Date'.

Deposit means a sum equivalent to the cost of one month's storage of Goods in the Space.

Facility means the Owner's premises where the Space is provided.

Goods means the property from time to time stored by the Storer in the Space.

GST Act means A New Tax System (Goods and Services Tax) Act 1999 (Cth).

Late Payment Fee means the fee charged by the Owner to the Storer as specified in the Storage Schedule which becomes payable each time a payment is late.

Payment Date means the date upon which the Storage Charge is due to be paid, being the monthly anniversary of the Commencement.

Space means the location where the Goods are to be stored as nominated by the Owner

Storage Charge means the amount specified in the Storage Schedule payable by the Storer to store the Container.

Storage Period means the period from the Commencement until the conclusion of the storage as specified in the Storage Schedule.

The Owner may issue and require the Storer to sign an amended Storage Schedule for any extension of the Storage Period.

Storage Schedule means the document that specifies the Storer, the container number, the Storage Period, the Storage Charge and other details relating to the Storage of the Goods.

Storer means the person or entity specified in the Storage Schedule and includes the Storer's employees, executors, administrators and representatives,

Owner means Gateway Container Sales & Storage Pty Ltd as trustee for the Gateway Trust (ABN 50 304 968 435) and its Personnel.

Personnel in relation to a party means the party's officers, office-holders, employees, agents and contractors.

PPS Act means the Personal Property Securities Act 2009 (Cth).

2. The Owner's Obligations

The Owner:

2.1 will store the Goods in the Space for the Storage Period;

2.2 does not have knowledge of the Goods and will not be deemed to have knowledge of the Goods; and

2.3 does not take possession of the Goods and is not a common carrier, bailee or warehouseman of the Goods.

3. Obligations of the Storer

The Storer:

3.1 may store Goods in the Space for the Storage Period;

3.2 is deemed to have knowledge of the Goods;

3.3 may access the Space during the Access Hours as posted by the Owner;

3.4 is solely responsible for securing the Space and must properly (including in accordance with any directions by the Owner) secure the Space at all times when the Storer is not in the Space (including if necessary securing the external gates and/or doors of the Facility);

3.5 must not store Goods that are hazardous, illegal, stolen, inflammable, perishable, explosive, environmentally harmful or a risk to any property or person;

3.6 must use the Space solely for the purpose of storage and shall not carry on any business or other activity in the Space;

3.7 must not attach nails, screws or any fittings or fixtures to any part of the Space or alter the Space without the Owner's prior written consent;

3.8 must maintain the Space in a clean condition and good state of repair;

3.9 must not damage or alter the Space and/or the Facility;

3.10 authorises the Owner to inspect the Space at any time during the Storage Period;

3.11 must provide the Owner with written notice of the Storer and/or the Alternate Contact Person's contact detail changes, including address, phone numbers and email address, within 48 hours of any change;

3.12 authorises the Owner to discuss any aspect of this Agreement, including any default of the Storer, with the Alternate Access Person;

3.13 is not entitled to assign or sub contract all or any of its rights under this Agreement; and

3.14 must remove the Goods from the Space at the end of the Storage Period.

4. Warranties and Obligations

4.1 The Storer warrants that:

- (a) it has knowledge of the Goods;
- (b) it is the owner of the Goods and/or is entitled to deal with the Goods at law; and
- (c) the Goods are not hazardous, illegal, stolen, inflammable, perishable, explosive, environmentally harmful or a risk to any property or person.

5. Cost and Payment

- 5.1 Upon signing this Agreement, the Storer must pay the Deposit to the Owner.
- 5.2 The Storer must pay all subsequent payments of the Storage Charge in advance on the Payment Date.
- 5.3 The Storage Charge may be varied at the Owner's discretion on one month's written notice to the Storer.
- 5.4 In addition to the Storage Charge, the Owner may require the Storer to pay:
 - (a) the Late Payment Fee;
 - (b) the Cleaning Charge;
 - (c) the cost of repairing any damage to the Space;
 - (d) a returned cheque/failed credit card/direct debit fee in the event that the Storer's payment fails;
 - (e) a security call out fee payable in the event of a security call-out caused by the Storer accessing the Space;
 - (f) any costs (including legal fees) incurred by the Owner in connection with exercising, enforcing or preserving or attempting to exercise, enforce or preserve its rights under this Agreement, including in connection with the Storer's default; and
 - (g) stamp duties, GST any other taxes or duties, and all tolls, fines, penalties, levies or charges payable in respect of this Agreement or arising from the Storer's use of the Space.
- 5.5 All payments by the Storer must be made as and when they fall due and without set-off or deduction.
- 5.6 Any payment that is made by credit or direct deposit must be clearly identified as being made under this Agreement.
- 5.7 The Owner may refuse the Storer access to the Space and/or the Facility if any monies are owed by the Storer to the Owner pursuant to this Agreement regardless of whether or not a formal demand for payment of those monies has been made.
- 5.8 The Owner will be entitled to retain the Storer's deposit in the event that the Storer owes monies under this Agreement and/or the Space has not been cleaned to the Owner's satisfaction.

6. Risk and Responsibility

- 6.1 The Goods are stored at the sole risk and responsibility of the Storer, including in relation to the risk of theft of the Goods and/or damage to or deterioration of the Goods for any reason, including flood, fire, 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.
- 6.2 The Storer has no Claim and agrees to indemnify and keep indemnified the Owner and its Personnel against any Claim, including for any loss of or damage to property or personal injury to or death of any person resulting from or incidental to the use of the Space by the Storer including but not limited to the storage of Goods in the space, the Goods themselves and/or accessing the Facility.
- 6.3 The Storer acknowledges and agrees to comply with all relevant laws, including all acts, ordinances, regulations, by-laws and orders of any Authority as are or may be applicable to the use of the Space, the Goods and the manner in which they are stored.
- 6.4 Liability for any breach of the relevant laws rests absolutely with the Storer and includes any and all costs resulting from such a breach.
- 6.5 In the event that the Owner has reason to believe that the Storer is in breach of any of the relevant laws, the Owner may take any action, including immediately accessing the Space without notice, terminating this Agreement, contacting, co-operating with and/or submitting the Goods to the relevant authorities and/or immediately disposing of or removing the Goods at the Storer's expense. The Storer agrees that the Owner may take such action at any time, even if the Owner could have acted earlier.

7. Inspection and Entry by the Owner

- 7.1 The Storer consents to the Owner's entry of the Space:
 - (a) at any time and without notice if the Owner exercises its rights pursuant to clause 6.5 or if in the Owner's opinion, the entry the Space is required due to an emergency, including a threat to property, the Space, the environment, human life or by virtue of an obligation at law to do so; and
 - (b) provided that the Owner first gives the Storer 21 days written notice of its intention to inspect and enter the Space.

8. Termination by Notice

- 8.1 Either party may terminate this Agreement by giving the other party 14 days written notice.
- 8.2 Upon termination of this Agreement:
 - (a) all amounts owing by the Storer, whether actually or contingently, become payable;
 - (b) the Storer must remove the Goods in the Space before the close of business on the last day of the Storage Period and leave the Space in a clean condition and in a state of good repair to the satisfaction of the Owner; and
 - (c) any Goods that remain in the Space seven days after the end of the Storage Period will be deemed to be abandoned and may be seized and may be sold or disposed of by the Owner in accordance with clause 10.

- 8.3 In the event that the notice given by the Storer is less than 14 days, the Owner is entitled to retain a portion of the Deposit calculated on a pro-rata basis by reference to the number of days between the date of termination and 14 days.

9. Default

- 9.1 In the event that:
 - (a) the Storage Fee or any other monies payable under this Agreement remain unpaid for a period of 42 days of the due date; or
 - (b) there is a substantial breach of this Agreement by the Storer, including any illegal or environmentally harmful activities;the Owner may terminate this Agreement without notice and enter the Space, by force or otherwise, and without limitation

to any other remedies it has, may seize and at its discretion, sell and/or dispose of any Goods in the Space in accordance with clause 10.

9.2 If the Storer becomes bankrupt, insolvent, ceases business or breaches any term of the Agreement, including default under clause 9.1, then the Owner will be entitled to:

- (a) terminate this Agreement immediately; and/or
- (b) sue for recovery of all monies owing by the Storer, and/or
- (c) exercise any or all of its other rights in accordance with this Agreement and at law.

9.3 In the event that the Owner enters the Space for any reason and there are not Goods stored therein, the Owner may terminate this Agreement without giving prior notice. In these circumstances the Owner will send notice of termination of this Agreement to the Storer within seven days of the entry date.

10. Sale

10.1 If the proceeds of the sale of any Goods sold by the Owner under this Agreement exceed the amount due to the Owner under this Agreement, then the Owner will pay the excess amount to the Storer.

10.2 The Storer acknowledges and agrees that in exercising the right of sale of Goods under this Agreement, The Owner is entitled to sell the Goods on such terms that the Owner may determine in its absolute discretion.

11. Disposal

11.1 In addition to any other rights of disposal under this Agreement, the Owner may dispose of the Goods by any means, regardless of the value of the Goods if:

- (a) the Goods fail to sell when offered for sale or is, in the opinion of the Owner either not saleable and or insufficient realisable value to warrant the expense of a sale;
- (b) the Goods are not removed by the Storer at the end of the Storage Period;
- (c) the Goods are left unattended in common areas of the Facility or outside the Space without prior written authority from the Owner;
- (d) the Goods are damaged due to fire, flood, or other event that has rendered the Goods, in the opinion of the Owner, severely damaged, of no commercial value, dangerous to the Facility, any persons or other storers and/or their Goods or property.

12. Survival of Liability

The Storer's liability for any outstanding monies, property damage, personal injury, environmental damage and legal responsibility under this Agreement survive the termination of this Agreement.

13. Limitation of Liability

13.1 The Owner gives no warranties and makes no representations whatsoever relating to the condition, quality, suitability or fitness for any ordinary or special use of the Space.

13.2 The Storer agrees that to the extent not prohibited by law, the Owner shall not be liable to the Storer under this Agreement, at law, in equity, under statute or otherwise for loss of business opportunity, loss of profit, loss of goodwill, loss of contracts, or damages payable by the Storer in respect of this Agreement or the Storer's Goods.

13.3 To the extent not prohibited by law, any damages that the Owner is liable to pay the Storer under or in respect of this Agreement are limited to the further supply or cost of further supply of storage equivalent to that (and on the terms) provided under this Agreement.

13.4 The Storer acknowledges and agrees that clauses 13.1 and 13.2 impose a reasonable limitation on the Owner's liability.

14. Notices

14.1 Notices from the Owner to the Storer under this Agreement must be given in writing and left at, posted to, or faxed to the last notified address of the Storer or sent via email or SMS to the last notified email address or telephone number of the Storer.

14.2 Any notice to the Storer will be deemed to be received if sent in accordance with clause 14.1 and also sent to the address of the Alternate Contact Person (including by email or SMS).

14.3 In the event that there is more than one Storer to this Agreement, a notice sent to one Storer will be deemed to constitute service upon all Storers.

14.4 Notices from the Storer to the Owner under this Agreement must be physically received by the Owner.

15. Disputes

If required by the Owner, the parties must endeavor to settle any dispute in connection with this Agreement by mediation conducted by a mediator who is independent of the parties and appointed by their agreement. It is a condition precedent to the right of the Storer to commence legal proceedings against the Owner that the Storer first attempts to settle the dispute by way of mediation.

16. Governing Law

The Owner and the Storer agree that this Agreement will be construed in accordance with the laws in force in Queensland and the parties submit to the jurisdiction of the Courts of Queensland.

17. Miscellaneous

17.1 The Storer acknowledges that these Terms and Conditions together with the Storage Schedule constitute the entire agreement between the parties and that in entering into this Agreement, the Storer acknowledges that it has not relied upon any representations, oral or otherwise, not contained in this Agreement.

17.2 If any clause, term or provision of this Agreement is legally unenforceable, inapplicable or in its own application would breach any law, that clause, term or provision will be severed or read down so as to maintain (as far as possible) all other terms of this Agreement.

17.3 The Owner may, in its absolute discretion, require the Storer to transfer the Goods to another space within the Facility.

17.4 These Terms and Conditions may be changed from time to time by the Owner giving notice of the amendment to the Storer.

Effective November 2013.