

HERVEY BAY CARAVAN STORAGE - TERMS AND CONDITIONS:

1. Agreement to store Stored Items

Hervey Bay Caravan Storage Pty Ltd agrees to store the Stored Items for the Storer for the Term described in the Reference Schedule for the Storage Fees described in the Reference Schedule on the terms and conditions contained in this agreement. Hervey Bay Caravan Storage Pty Ltd enters into this Agreement in its capacity as a company. No director, shareholder, employee or agent of Hervey Bay Caravan Storage Pty Ltd shall be personally liable for any obligations or liabilities arising under this Agreement except to the extent required by law.

2. Fees

- (a) The Storer shall pay the Storage Fees *in advance* at the rate and frequency agreed on the Reference Schedule.
- (b) If any Storage Fees are not paid on the date for payment, the Storer may be charged interest on the unpaid Storage Fees at the prevailing rate under the Queensland Law Society's Standard Contract Default Rate.
- (c) The Storage Fees represent the inclusive value of the supply for GST purposes.
- (d) Storage Fees may be varied where items are unconventional in size, weight, mobility, fragility or other relevant characteristics. The Storer will be notified in advance of any applicable Storage Rate. Continued storage of the Stored Items constitutes acceptance of the varied Storage Fees.
- (e) The Storage Fees may be adjusted in the future to reflect changes in the Consumer Price Index (CPI). The Storer will be notified of any price increases at least 90 days in advance. The Storer's continued use of the Premises for storing their Stored Item/s following the fee increase will be their acceptance of the new Storage Fees.

3. Term

- (a) This Agreement remains in force for the Term or unless terminated earlier pursuant to the terms of this agreement.
- (b) If the Stored Items are not removed at the end of the Term, this Agreement automatically becomes a month-to-month agreement on the same terms.

- (c) Either party may terminate the monthly agreement by giving seven (7) days written notice. If the Storer is in default, Hervey Bay Caravan Storage Pty Ltd may terminate the agreement by giving seventy-two (72) hours written notice.

4. Risk & Security

To the maximum extent permitted by law, the Stored Items are stored entirely at the risk of the Storer. Hervey Bay Caravan Storage Pty Ltd is not responsible for loss of or damage to the Stored Items, except to the extent such liability cannot be excluded under the Australian Consumer Law.

The Storer acknowledges that security measures are in place however, Hervey Bay Caravan Storage Pty Ltd does not guarantee the security of the Stored Items, and the Premises may not be monitored at all times.

5. Insurance

The Stored Items under this agreement shall be fully insured by and at the cost and expense of the Storer against theft, loss destruction and damage by fire, water, tempest, storm, accident, malicious damage, vandalism, act of God and other usual risks associated with storage.

- (a) The Storer indemnifies Hervey Bay Caravan Storage Pty Ltd to the maximum extent permitted by law from all liability on account of any loss destruction or damage covered by this subclause.

6. Storer's Obligations

The Storer must:

- (a) not tender for Storage any volatile or explosive Stored Items or Stored Items which are or may become dangerous, inflammable, or offensive (including radioactive materials) or which are or may become liable to damage any person or property without first presenting to Hervey Bay Caravan Storage Pty Ltd a full written description disclosing the nature of those Stored Items.
- (b) notify Hervey Bay Caravan Storage Pty Ltd of any change in their address or contact details.
- (c) supply or pay for labour or machinery or both to deliver and collect the Stored Items.
- (d) compensate Hervey Bay Caravan Storage Pty Ltd for any cost, expense or loss to Hervey Bay

Caravan Storage's property or injury to any person caused by the Storer or Stored Items.

- (e) unless otherwise agreed, give at least seven (7) clear days' notice to Hervey Bay Caravan Storage Pty Ltd of its intention to collect the Stored Items or have them collected or redelivered.
- (f) unless by prior arrangement, only deposit, tend to, or collect storage items during the opening hours of Hervey Bay Caravan Storage Pty Ltd as detailed on our website: www.herveybaycaravanstorage.com.au and as displayed at the entrance to the Premises.
- (g) if Hervey Bay Caravan Storage Pty Ltd gives notice to the Storer requiring the Storer to remove the Stored Items, the Storer must pay any charges outstanding and remove the Stored Items within seven (7) days of the date of notice.
- (h) obey all reasonable directions and rules given by Hervey Bay Caravan Storage Pty Ltd in relation to any matters connected with the storage of Stored Items and access to Stored Items.
- (i) not store any item on behalf of a third party (including inside a shipping container) or allow a third party to access Stored Items without the consent of Hervey Bay Caravan Storage Pty Ltd.

7. Storer's Warranties and Indemnities

The Storer warrants:

- (a) the person delivering the Stored Items is authorised so to do and to sign this agreement.
- (b) they are either the owner or the authorised agent of the owner of the Stored Items and they accept these conditions for themselves and for any other person having an interest in the Stored Items.
- (c) that they indemnify Hervey Bay Caravan Storage Pty Ltd from any loss, damage, expense, penalty, fine or liability arising from a breach of these warranties, the Storer's obligations or these conditions.

8. Hervey Bay Caravan Storage's Rights.

- (a) If any Charges are unpaid for fourteen (14) days or the Storer is in breach of this Agreement (including but not limited to failing to obey reasonable direction or rules

pursuant to clause 6(h)) Hervey Bay Caravan Storage Pty Ltd may require the Storer to remove the Stored Items.

- (b) If in Hervey Bay Caravan Storage's opinion, the Stored Items are or are liable to become dangerous, inflammable, explosive, volatile, offensive or damaging in nature, Hervey Bay Caravan Storage Pty Ltd may at any time and at the Storer's cost destroy, dispose of, abandon or render them harmless without compensation to the Storer, and without prejudice to Hervey Bay Caravan Storage's right to any Storage Fees.
- (c) If the Storer instructs Hervey Bay Caravan Storage Pty Ltd to use a particular method of Storage, Hervey Bay Caravan Storage Pty Ltd will give priority to that method but if Hervey Bay Caravan Storage Pty Ltd cannot conveniently adopt it, Hervey Bay Caravan Storage Pty Ltd may use any method of Storage.
- (d) Hervey Bay Caravan Storage Pty Ltd may move the Stored Items within the Premises where reasonably required for operational, safety or storage purposes.
- (e) Unless and until all Storage Fees and/or charges have been paid, Hervey Bay Caravan Storage Pty Ltd does not have to make the Stored Items available to any Person.
- (f) Hervey Bay Caravan Storage Pty Ltd may assign this Agreement to any successor, purchaser of the business, or related entity upon seven (7) days written notice to the Storer.

9. Lien

- (a) Hervey Bay Caravan Storage Pty Ltd has a general lien on the Stored Items for all Storage Fees due or which become due on any account whether for storage of the Stored Items or otherwise pursuant to the terms of this agreement.
- (b) If the Storage Fees are not paid when due or the Stored Items are not collected when so required or designated, Hervey Bay Caravan Storage Pty Ltd may, after notifying you, in thirty (30) days:
 - (i) remove all or any of the Stored Items and store them as Hervey Bay Caravan Storage Pty Ltd thinks fit at the Storer's risk and expense, or
 - (ii) subject to any statutory requirement, sell the Stored Items

as Hervey Bay Caravan Storage Pty Ltd thinks fit and apply the proceeds to discharge the lien and costs of sale without being liable to any Person for any loss or damage caused.

10. Claims

- (a) If Hervey Bay Caravan Storage Pty Ltd is liable for damage to or loss of the Stored Items or any part of the Stored Items, no claim for the loss or damage may be made unless notice of the claim is lodged in writing within 14 days of the date of removal of the Stored Items.
- (b) The failure to notify a claim within the time under 10(a) is evidence of satisfactory performance by Hervey Bay Caravan Storage Pty Ltd of its obligations.
- (c) Despite any other condition except 12, Hervey Bay Caravan Storage Pty Ltd will be discharged from all liability for loss or damage or the Storage of the Stored Items unless an action is brought within six (6) months of the date of removal of the Stored Items from Storage.

11. Exclusions and Limitations

- (a) Subject to 12, Hervey Bay Caravan Storage Pty Ltd excludes from these conditions all conditions, warranties and terms implied by statute, general law or custom.
- (b) Subject to 12, Hervey Bay Caravan Storage Pty Ltd excludes all liability to any person, including the Storer, for acts or omissions of Hervey Bay Caravan Storage Pty Ltd in tort (including negligence), contract, bailment or otherwise for loss of, damage to or deterioration or contamination of the Stored Items, or any delay or other failure arising out of the Storage or these conditions.
- (c) Subject to 12, Hervey Bay Caravan Storage Pty Ltd excludes all liability for, and the Storer releases and indemnifies Hervey Bay Caravan Storage Pty Ltd against all loss, damage, cost and expense from any claim by any Person in tort (including negligence), contract bailment or otherwise for loss or damage to any property, injury to, or death of any Person arising out of any acts or omissions of Hervey Bay Caravan Storage Pty Ltd or any or all of the Stored Items, the Storage, any delay or other failure to supply the Storage or these conditions.
- (d) The exclusions, releases, and indemnities in 10(b) and 10(c)

extend to loss of profits, business or anticipated savings or any other indirect or consequential damage and to economic loss and even if Hervey Bay Caravan Storage Pty Ltd knows they are possible or otherwise foreseeable.

- (e) These conditions apply in all circumstances arising from a fundamental breach of contract or breach of a fundamental term.
- (f) Hervey Bay Caravan Storage, in addition to acting for itself, also acts as agent of and trustee for each of its servants, agents and sub-contractors so they are entitled to the full benefit of these conditions, including any exclusions or limitations of liability, to the same extent as Hervey Bay Caravan Storage.
- (g) Even if Hervey Bay Caravan Storage Pty Ltd breaches a storage contract or any of its or these conditions, all the rights, immunities and limitations of liability in these conditions continue to have their full force and effect in all circumstances.

12. Australian Consumer Law

This agreement is subject to any applicable implied warranty in the Australian Consumer Law which cannot be excluded, restricted, or modified.

13. Governing Law

This agreement is governed and must be construed under the laws of the State of Queensland, and the parties submit to the exclusive jurisdiction of the courts of that State.

14. Severability

If a condition or part is unenforceable the unenforceability does not affect any other part of the condition or any other condition.

15. Variations and Waiver

- (a) Hervey Bay Caravan Storage Pty Ltd is not bound by any waiver, discharge or release of a condition or any agreement which varies these conditions unless it is in writing and signed for Hervey Bay Caravan Storage Pty Ltd by an authorised officer.
- (b) If Hervey Bay Caravan Storage Pty Ltd waives a breach of a condition the waiver does not operate as a waiver of another breach of the same or any other condition or as a continuing waiver.




HERVEY BAY CARAVAN STORAGE PTY LTD

ACN: 692 548 253 Mob: 0407 377 894

STORAGE FEES SCHEDULE AS OF 12th MARCH 2026

Senior/Pensioner Discount 10% Off Prices



For Owners Only – Show a valid card. Not for Short Term or Shipping Containers.

CARAVANS, BOATS, TRAILERS, VEHICLES, MOTORHOMES, ETC.	UNCOVERED UP TO 25ft (7.6m) 	UNCOVERED MORE THAN 25ft 	COVERED 
SHORT TERM: <i>Up to 2 weeks</i>	\$18 per night	\$22 per night	\$28 per night <i>(When available)</i>
MEDIUM TERM: <i>More than 2 weeks to 16 weeks</i>	\$38 per week <i>(*\$34.20/w)</i>	\$44 per week <i>(*\$39.60/w)</i>	\$55 per week <i>(*\$49.50/w)</i>
LONG TERM: <i>More than 16 weeks (>4 Months)</i>	\$22 per week <i>(*\$19.80/w)</i>	\$28 per week <i>(*\$25.20/w)</i>	\$42 per week <i>(*\$37.80/w)</i> <i>Annual commitment required</i>
TWO ITEMS OR MORE: <i>(Most expensive item is at full rate)</i>	Above rates plus 75% for extra items	Above rates plus 75% for extra items	<i>Rates on Application</i>

****With 10% Senior/Pensioner Discount applied.**

Monthly Rate is calculated as the Weekly Rate multiplied by 4.33 (52 weeks/12 months)

Note: Fees for unconventional items may vary – as per T&C sub-clause 2(d).

SHIPPING CONTAINERS	20 FT (6m) 	40 FT (12m) 
STORE YOUR SHIPPING CONTAINER:	\$30 per week	\$64 per week
HIRE OUR SHIPPING CONTAINER:	\$55 per week	\$110 per week

All fees are in Australian dollars and are inclusive of GST.