

HERVEY BAY CARAVAN STORAGE - STORAGE AGREEMENT

For New Clients:

This Storage Agreement has been entered into this _____ day of _____ in the year 20____ by Robert Hourigan and Elizabeth Roesner trading as 'Hervey Bay Caravan Storage' (ABN: 51 752 185 046) situated at 2992 Maryborough-Hervey Bay Road, Sunshine Acres, 4655 (**Premises**) and the Storer named in the Reference Schedule below with the accompanying Terms and Conditions.

REFERENCE SCHEDULE:

STORER'S DETAILS:

Name/s: _____ (Storer)

Address: _____

Suburb/Town: _____ State: _____ Post Code: _____

Mobile no.: _____ Email address: _____

Additional Contact: _____ Phone no: _____

DESCRIPTION OF STORED ITEM/S:

1. Description: _____

Registration Number: _____ Tick if greater than 25 FT (7.6 metres)

2. Description: _____

Registration Number: _____ Tick if greater than 25 FT (7.6 metres)

and additional items as described on attached form. (**Stored Items**)

TERM: The term of this Agreement shall be commencing on ____/____/____ (date)
Until (*insert date*) ____/____/____ (*no longer than 12 months*) (**Term**)

METHOD: Tick method chosen: Uncovered Covered Hire Shipping Container

STORAGE FEES:

All Storage Fees will be calculated in accordance with Hervey Bay Caravan Storage's Fees Schedule (*dated 14 October 2021*) provided with these Terms and Conditions, forming part of this agreement. (**Storage Fees**)

DISCOUNTED FEES: Senior/Pensioner Discount 15% (*Tick if discount is valid*)

FREQUENCY:

Fees will be paid *in advance*: Upfront Weekly Fortnightly 4x Weekly.

Payments are to be made to: Account name: **Hervey Bay Caravan Storage**

BSB: **084 961** - National Australia Bank

Account No: **333 508 048** Ref: (**your surname and first name**)

STORERS ACCEPTANCE:

I acknowledge that I am either the owner, or the authorised agent of the owner of the Stored Items above and I will be bound by the conditions of this agreement as described in the Terms and Conditions as detailed on the following pages.

(Storers Signature) Date: ____/____/20____

Please fill-in, sign, scan and return this form to us at: info@herveybaycaravanstorage.com.au.

Or, if filling-in digitally, type your name in the signature box above and send an email with this document attached with: **I agree to the Storage Agreement** typed in the header.

HERVEY BAY CARAVAN STORAGE - TERMS AND CONDITIONS:

1. Agreement to store Stored Items

Hervey Bay Caravan Storage 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.

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.

3. Term

- (a) This Agreement shall be valid and remain in full force and effect for the Term or unless terminated earlier pursuant to the terms of this agreement.
- (b) If the Storer does not collect the Stored Items at the expiry of the Term, the Agreement becomes a 4x weekly Agreement and the storer shall continue to pay the same storage fees under this Agreement as the Storer did at the expiry of the Term.
- (c) The 4x weekly agreement created under sub-clause 3(b) will continue on the same terms of this Agreement and either party may give the other 4 weeks written notice terminating the agreement, unless the Storer is in default, in which case, Hervey Bay Caravan Storage may give 72 hours written notice to the Storer terminating the tenancy.

4. Risk

The Stored Items are stored entirely at the risk of the Storer, and Hervey Bay Caravan Storage accepts no liability for the Stored Items whatsoever.

5. Insurance

- (a) 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 or normal risks or hazards of storage.

- (b) The Storer indemnifies Hervey Bay Caravan Storage 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 a full written description disclosing the nature of those Stored Items.
- (b) notify Hervey Bay Caravan Storage 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 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 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 as detailed on our website: www.herveybaycaravanstorage.com.au and as displayed at the entrance to the Premises.
- (g) if Hervey Bay Caravan Storage 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 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.

7. Storer's Warranties and Indemnities

The Storer warrants:

- (a) the person delivering the Stored Items to Hervey Bay Caravan Storage for Storage 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 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 a reasonable direction or rules pursuant to clause 6(h)) Hervey Bay Caravan Storage 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 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 to use a particular method of Storage, Hervey Bay Caravan Storage will give priority to that method but if Hervey Bay Caravan Storage cannot conveniently adopt it, Hervey Bay Caravan Storage may use any method of Storage.
- (d) Unless and until all Storage Fees and/or charges have been paid, Hervey Bay Caravan Storage does not have to make the Stored Items available to any Person.

- (e) Hervey Bay Caravan Storage may assign this agreement to any successor or assignee upon seven (7) days' notice in writing to the Storer.

9. Lien

- (a) Hervey Bay Caravan Storage 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 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 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 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 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 7 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 of its obligations.
- (c) Despite any other condition except 12, Hervey Bay Caravan Storage 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 excludes from these conditions all conditions, warranties and terms implied by statute, general law or custom.
- (b) Subject to 12, Hervey Bay Caravan Storage excludes all liability to any person, including the Storer, for acts or omissions of Hervey Bay Caravan Storage 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 excludes all liability for, and the Storer releases and indemnifies Hervey Bay Caravan Storage 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 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 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 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. 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.

12. Severability

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

13. Variations and Waiver

- (a) Hervey Bay Caravan Storage 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 by an authorised officer.
- (b) If Hervey Bay Caravan Storage 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

ABN: 51 752 185 046

STORAGE FEES SCHEDULE AS OF 14 OCTOBER 2021

****Senior/Pensioner Discount 15% Off All Prices****

For Owners Only – show a valid card to receive discount. Not for Shipping Containers.

STORAGE FEES: 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>	\$10 per night <i>(**\$8.50/n)</i>	\$15 per night <i>(** \$12.75/n)</i>	\$20 per night <i>(**\$17.00/n)</i>
MEDIUM TERM: <i>More than 2 weeks to 16 weeks</i>	\$30 per week <i>(**\$25.50/w)</i>	\$35 per week <i>(**\$29.75/w)</i>	\$45 per week <i>(**\$38.25/w)</i>
LONG TERM: More than 16 weeks (>4 Months)	\$18 per week <i>(**\$15.30/w)</i>	\$20 per week <i>(**\$17.00/w)</i>	\$33 per week <i>(**\$28.00/w)</i> <i>Annual commitment</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 15% Senior/Pensioner Discount applied.*

SHIPPING CONTAINERS:	20 FT (6m)	40 FT (12m)
STORE YOUR SHIPPING CONTAINER:	\$25 per week	\$45 per week
HIRE OUR SHIPPING CONTAINERS	\$50 per week	\$90 per week

All fees are in Australian dollars and are inclusive of GST