



Storage Terms and Conditions

1. STORAGE OF GOODS

- 1.1 Subject to payment of the Storage Fee by the Customer, Affordable Caravan Storage agrees to supply the Customer with a Storage Space to store the Goods for the Term subject to and on the terms set out in the Order Form and these terms and conditions.
- 1.2 Storage Space sizes are approximate and spaces may be smaller or larger than advertised. Spaces are not provided by the square metre and Storage Fees are not based on the square metre measurements. Affordable Caravan Storage can provide information on space sizes to assist the Customer, but ultimately, the Customer is responsible for determining whether the Storage Space is appropriate and suitable for storing the Goods, having specific consideration for the size, nature and condition of the Storage Space and the Goods.
- 1.3 The Customer acknowledges that it has raised with Affordable Caravan Storage all queries relevant to its decision to enter this Agreement and that Affordable Caravan Storage has answered all such queries to the satisfaction of the Customer and to the extent required has also incorporated the queries or requests into the terms of this Agreement.

2. CHANGES TO THE STORAGE SPACE

- 2.1 Affordable Caravan Storage may at any time and in its sole and absolute discretion move the Goods or request the Customer to move the Goods to an alternative Storage Space by giving notice to the Customer. Affordable Caravan Storage will if possible, relocate the Storage Space to an alternative space with a similar area.
- 2.2 In emergency circumstances, Affordable Caravan Storage may need to take action to respond which may include opening and/or moving the Goods or Storage Space. In these circumstances, Affordable Caravan Storage may take any steps it deems necessary in its absolute discretion without notice to the Customer. Affordable Caravan Storage will advise the Customer as soon as practicable of any action it has taken.

3. POSSESSION, USE AND ASSIGNMENT

- 3.1 This Agreement is personal to the Customer and the Customer will not allow any other person or entity to use the Storage Space at any time.
- 3.2 Affordable Caravan Storage may assign all or any of its rights under the Agreement.
- 3.3 The Customer must not assign, subcontract or sublease all or any of its rights under the Agreement without the prior written consent of Affordable Caravan Storage.

4. RISK AND RESPONSIBILITY FOR THE GOODS

- 4.1 At all times (including while the Goods are in the Storage Space) the Goods are at the Customer's sole risk and responsibility given the Goods are:
 - (a) in the Customer's (and not The Affordable Caravan Storage's) possession and control and the Customer is responsible for them. Affordable Caravan Storage is merely providing a space for the Customer to store the Goods that is capable of being secured by the Customer (with the Customer being solely responsible for securing the Goods). For the avoidance of doubt, Affordable Caravan Storage takes no responsibility for any loss, damage, fire or theft to the Goods; and
 - (b) within the Customer's (and not the Affordable Caravan Storage's) knowledge. Whilst the Affordable Caravan Storage has rights under this Agreement to access and inspect the Storage Space or deal with the Goods in certain circumstances, it otherwise never inventories the Goods and doesn't know what the Customer is storing.
- 4.2 As the Customer has possession of and control over the Goods and the Customer is responsible for securing the Storage Space, the Customer acknowledges and agrees that Affordable Caravan Storage is not a bailee or warehouseman of the Goods nor does Affordable Caravan Storage have knowledge or possession of the Goods at any time.
- 4.3 Affordable Caravan Storage is not responsible for any unauthorised entry by any person to the Site or the Storage Space.

5. ACCESS

- 5.1 Subject to clauses 5.2 and 5.3, the Customer may access the Storage Space during the access hours of the Site notified by Affordable Caravan Storage from time to time (Access Hours). It is necessary for Affordable Caravan Storage to be able to determine when the Site will and will not be accessible by customers for various reasons including security, costs, safety and other business reasons. As such, the Customer acknowledges and agrees that Affordable Caravan Storage 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 Site.
- 5.2 The Customer may only access the Storage Space outside the Access Hours with the Affordable Caravan Storage's consent which may be given or withheld at Affordable Caravan Storage's sole discretion.
- 5.3 Affordable Caravan Storage may refuse the Customer or any other person access to the Site or the Storage Space (including after this Agreement has been terminated) if:
 - (a) the Customer has not complied with any of its obligations under this Agreement; or
 - (b) the Customer or any other person does not produce identification and/or evidence satisfactory to Affordable Caravan Storage to show the Customer or the other person are entitled to access.
- 5.4 Affordable Caravan Storage may (without being obliged to do so) access or inspect the Storage Space and/or the Goods:
 - (a) on reasonable notice for maintenance purposes or for inspection purposes;
 - (b) at any time and by any means for emergency purposes; and
 - (c) at any time and by any means, if Affordable Caravan Storage believes the Goods or any act or omission by the Customer may be in breach of this Agreement or may cause harm to any person, property or the environment.

6. FEES

- 6.1 On or before each Payment Due Date (or as otherwise agreed in writing), the Customer must in advance pay to Affordable Caravan Storage the monthly Storage Fee together with any other fee that may be applicable pursuant to this Agreement for the Storage Space in accordance with the instructions on the Order Form.
- 6.2 The Customer is responsible for the payment of all government taxes or charges including GST in connection with this Agreement or any supply under it.
- 6.3 Affordable Caravan Storage may increase the Storage Fee or any other fee imposed under this Agreement by giving the Customer 14 days' prior notice. This may be to account for various factors such as interest rates, inflation and increases to operational costs.
- 6.4 The Customer will be charged a late payment fee of \$15 per week for each week the Customer fails to make payment.
- 6.5 If the Customer only pays part of an amount that the Customer owes Affordable Caravan Storage, it does not affect the Customer's obligation to pay the balance of the amount to Affordable Caravan Storage. Acceptance of a part payment will also not be a waiver of any kind of any other right Affordable Caravan Storage may have under this Agreement.

7. CUSTOMER OBLIGATIONS

- 7.1 The Customer must only use the Storage Space for storage and no other business or activity.
- 7.2 The Customer must secure the Storage Space at all times when the Customer is not in the Storage Space in a manner reasonably acceptable to Affordable Caravan Storage.
- 7.3 The Customer must ensure the Goods are stored safely to prevent harm to any person, property or the Site including by ensuring the park brake is on and wheel chocks are under wheels for all vehicles and all power and gas bottles are turned off.
- 7.4 To prevent harm or damage, the Goods must not include any that is hazardous, illegal, stolen, flammable, explosive, environmentally harmful, perishable or which in the reasonable opinion of Affordable Caravan Storage may cause harm to any person, property or the environment.

- 7.5 The Customer must ensure the Goods are free of food scraps (or other perishable substances) and are not damp when placed into storage.
- 7.6 The Customer warrants that it is the owner of the Goods and/or is entitled by Law to deal with such Goods in accordance with all aspects of this Agreement.
- 7.7 The Customer must clean and maintain the Storage Space in good condition, order and repair (fair wear and tear excepted). If the Customer fails to do this, Affordable Caravan Storage may do so at the Customer's cost after it has issued the Customer with a notice to rectify and the Customer's has failed to comply with the notice.
- 7.8 The Customer must not carry out any alterations to or mark, paint, nail, drill, alter or damage or attach any structure to any part of the Storage Space without the prior written consent of Affordable Caravan Storage.
- 7.9 The Customer must immediately notify Affordable Caravan Storage of any damage the Customer or any person authorised by the Customer (including at the Customer request, direction, or as facilitated by the Customer, including by the provision of gate key code or swipe cards) causes to the Site or Storage Space and the Customer is responsible for such damage and must reimburse Affordable Caravan Storage on demand for the cost to Affordable Caravan Storage of making good the damage.
- 7.10 Unless Affordable Caravan Storage otherwise agrees, the Customer must keep the Goods in the Storage Space insured on terms reasonably satisfactory to Affordable Caravan Storage and provide evidence of the insurance to Affordable Caravan Storage whenever requested by Affordable Caravan Storage. The Customer agrees to waive any right of subrogation the Customer may otherwise have in relation to insurance of the Customer. For the avoidance of doubt Affordable Caravan Storage has no obligation to and will never insure the Goods as the Goods are at the Customer's sole risk and responsibility.
- 7.11 The Customer must not cause any inconvenience or nuisance to any other person using the Site. This includes taking reasonable steps to ensure that no noxious substance or substance that may cause harm is stored in or escapes from the Storage Space to the surrounding area including any other customers' space.
- 7.12 The Customer must, at the Customer's cost, comply with all Laws applying to the Goods or the storage of the Goods in the Storage Space, or the use of Storage Space.
- 7.13 The Customer must immediately update the Customer contact details by notifying Affordable Caravan Storage in writing.

8. INDEMNITY

- 8.1 The Customer indemnifies Affordable Caravan Storage against and holds Affordable Caravan Storage harmless from all costs, charges, expenses, liabilities, losses, damages, Claims, fines and penalties (including legal costs on a full indemnity basis) (Loss) suffered or incurred by Affordable Caravan Storage, its officers, directors, employees or agents in connection with:
 - (a) the Goods;
 - (b) the Customer's activities, use, control or maintenance of the Storage Space or the Site;
 - (c) any breach of or non-compliance with any registration, licence, permit, authorisation, statute, regulation or by-law relating to the use of the Storage Space or the Goods; and
 - (d) any breach of this Agreement by the Customer, or Affordable Caravan Storage exercising any of its rights under this Agreement.
- 8.2 The Customer is not liable under this clause to the extent that the relevant matter was caused or contributed to by the negligent act or omission of Affordable Caravan Storage.
- 8.3 These indemnities continue after this Agreement expires or terminates.

9. LIABILITY

- 9.1 The total aggregate liability of Affordable Caravan Storage to the Customer for any breach of this Agreement (including any breach of condition or warranty or other term, including any implied term) or any other obligation or any duty arising under or in connection with this Agreement (including in respect of any indemnity, any duty of care for the purposes of a Claim in negligence, breach of bailment or liability under statute) or otherwise is limited to an amount equal to the Storage Fees paid to Affordable Caravan Storage at the date that the Claim is brought against Affordable Caravan Storage.
- 9.2 Without limiting any other provision, Affordable Caravan Storage is not liable to the Customer for any reason whatsoever in respect of or in connection with this Agreement for:

- (a) any incidental, indirect or Consequential Loss;
- (b) any cost, expense, damage or loss resulting from any liability of the other party to any third person howsoever and whensoever arising; or
- (c) to the extent permitted by Law, any liability arising under or by virtue of statute.

10. TERMINATION

- 10.1 Affordable Caravan Storage may terminate this Agreement immediately by giving written notice to the Customer if the Customer is in breach of any provision of this Agreement and does not remedy that breach within 5 days after receiving written notice requiring it to remedy that breach.
- 10.2 In the event that any of the Customer's activities or the Customer's use of Storage Space, is considered by Affordable Caravan Storage to be illegal or environmentally harmful or otherwise harmful to other persons, Affordable Caravan Storage may terminate the Agreement without Notice.
- 10.3 After the expiry of the Minimum Storage Period, either party may terminate this Agreement on not less than 5 day's written notice to the other party. For the avoidance of doubt, Storage Fees will not be pro-rated if a Customer terminates part way through a month given the Storage Fees are charged monthly.
- 10.4 On termination of this Agreement, the Customer must immediately:
 - (a) pay to Affordable Caravan Storage any amounts which the Customer owes to Affordable Caravan Storage and if Affordable Caravan Storage terminates this Agreement because of the Customer's default, also the amount of 2 weeks Storage Fees payable under this Agreement (this amount represents an agreed amount between the Customer and Affordable Caravan Storage to recompense Affordable Caravan Storage for income it is unable to earn for a period, due to the Customer's default and the Customer acknowledges that it is fair and reasonable);
 - (b) remove the Customer's Goods from the Storage Space; and
 - (c) clean and remove all rubbish from and make good any damage caused by the Customer or the Goods to the Storage Space. If the Customer fails to do this Affordable Caravan Storage may do so at the Customer's cost.
- 10.5 Termination of this Agreement does not affect (or affect the enforcement of) the rights, powers, remedies, obligations, duties and liabilities of any party under this Agreement which have accrued prior to the date of termination.
- 10.6 Affordable Caravan Storage is not liable to the Customer or to any other person as a consequence of termination of this Agreement in accordance with its terms or as otherwise allowed or provided for at Law.

11. ABANDONED GOODS

- 11.1 If at any time the Customer fails to:
 - (a) pay Affordable Caravan Storage any amount due and owing to it by the Customer; or
 - (b) remove the Goods when required under this Agreement, and the Customer does not rectify either (a) or (b) within 7 days after Affordable Caravan Storage gives the Customer written notice requiring the Customer to remedy that failure, the Goods will be taken to be "Abandoned Goods" for the purposes of this clause 11.
- 11.2 In the event that the Customer has more than one Space with Affordable Caravan Storage, default on either space authorises Affordable Caravan Storage to treat all the Goods as Abandoned Goods and to take action under this clause.
- 11.3 In the event that the Goods become, by operation of the provisions of this Agreement Abandoned Goods, the Customer acknowledges that it is not reasonable for the Goods to remain in the Storage Space and that Affordable Caravan Storage will by necessity need to deal with them. Accordingly, The Customer agrees Affordable Caravan Storage may in its sole and absolute discretion arrange:
 - (a) the disposal of the Abandoned Goods (which may include the dumping of);
 - (b) alternative storage of the Abandoned Goods; or
 - (c) the sale of, any or all of the Abandoned Goods, on such terms as Affordable Caravan Storage in its sole and absolute discretion decides is reasonable.
- 11.4 Affordable Caravan Storage claims and the Customer grants a contractual lien over the Goods in the event any moneys are owing under the Agreement. For the purposes of the Personal Property Securities Act 2009, Affordable Caravan Storage is deemed to be in possession of the Goods from the moment Affordable Caravan Storage accesses the Storage Space. The Customer consents to and authorises the sale or disposal of all goods regardless of their nature or value.

- 11.5 Affordable Caravan Storage shall pay the Customer the amount received by it from the sale of the Customer's Abandoned Goods less any amounts the Customer owes Affordable Caravan Storage as quickly as possible after Affordable Caravan Storage receives the amount. Affordable Caravan Storage must contact the Customer in accordance with the notice requirements in this Agreement to arrange payment. If the Customer is uncontactable then the money will be paid to a public trustee.
- 11.6 The Customer must indemnify Affordable Caravan Storage for all Loss arising from or in connection with Affordable Caravan Storage exercising its rights under this clause.
- 11.7 This clause 11 survives termination of this Agreement.

12. GENERAL PROVISIONS

- 12.1 (Entire Agreement) This Agreement comprises the entire agreement between the parties for any Storage Spaces supplied by Affordable Caravan Storage specified in the Order Form irrespective of whether the Order Form is signed by the Customer. Where the Order Form has not been signed by the Customer a contract for the Storage Space specified in the unsigned Order Form arises on the terms of this Agreement when the Goods are delivered and parked/stored in the Storage Space.
- 12.2 (Amendment) This Agreement may only be amended by written agreement of the parties.
- 12.3 (Governing Law) The Agreement is governed by the Laws of Western Australia and each party submits to the non-exclusive jurisdiction of the courts of Western Australia in respect of any proceedings arising in connection with the Agreement.
- 12.4 (Waiver) 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.
- 12.5 (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
- 12.6 (Continuing Liability) The Customer'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.
- 12.7 (Confidentiality) Unless required by Law, the Customer must not communicate anything related to or in connection with the Agreement to any third party.
- 12.8 (Costs) The Customer is responsible to pay any costs incurred by Affordable Caravan Storage in enforcing this Agreement in any way.
- 12.9 (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.

13. NOTICES

- 13.1 Notice will be given in writing and emailed to, SMS'd to, or posted to, to the address of the Customer specified in the Order Form. In the event of not being able to contact The Customer, notice is deemed to have been given to The Customer by Affordable Caravan Storage if it has sent notices to the last notified address of the Customer.
- 13.2 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.

14. DEFINITIONS

The meanings of capitalised terms used in this Agreement are as follows:

Affordable Caravan Storage means Perth Scrap Metals Merchants Pty Ltd ACN 156 193 476 as trustee for Perth Scrap Metals Merchants Unit Trust trading as Affordable Caravan Storage Perth ABN 28 195 451 423.

Agreement means this storage agreement, including any cover page or Order Form containing the Customer's details and payment details, any schedules, and any other document or materials it specifies form part of it.

Claim means any claim, demand, legal proceedings or cause of action whether made by a party to this Agreement or any other person in any way relating to this Agreement, the Goods or the Storage Space.

Consequential Loss means a loss of opportunity, profit, use, anticipated profit, business opportunity, revenue, goodwill, reputation or any failure to realise anticipated savings and any liability to any third party.

Customer means the person described in the Order Form and who is obtaining the services of Affordable Caravan Storage under this Agreement.

Goods means any item, thing or vehicle which the Customer brings onto the Site and which is stored in the Storage Space and includes the items listed in the Order Form.

GST has the meaning given to that term under the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

Law means any law or legal requirement including at common law, in equity and all applicable legislation including regulations, codes, standards and guidelines in effect from time to time.

Minimum Storage Period means one month.

Order Form means the order form attached to these terms and conditions, containing the Customer's details and specifying the Storage Fees.

Payment Due Date means the payment due date specified in the Order Form, with payments always required one month in advance.

Site means the site owned or controlled by Affordable Caravan Solutions, including the land, buildings, hardstand and any other structure on the land at which the Goods are located.

Storage Fees means the monthly storage fee set out on the Order Form.

Storage Space means the storage areas(s) or unit(s) allocated to the Customer as described in the Agreement.

Term means Minimum Storage Period and after then, on a month to month basis until terminated by either party in accordance with this Agreement or as agreed between the Customer and Affordable Caravan Storage in writing.



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