

CONDITIONS OF AGREEMENT

STORAGE

1. You:
 - a) have the right to store goods in the space allocated to You ("Space") by the Operator;
 - b) are deemed to have knowledge of the goods stored in the Space ("Goods"); and
 - c) warrant that You are either the owner of the Goods or are entitled to deal with the Goods in accordance with all aspects of this agreement.
2. The Operator (Store it cheap Pty. Ltd.):
 - a) does not have and will not be deemed to have, knowledge of the Goods; and
 - b) does not take possession of the Goods.

COST

3. You must pay:
 - a) the Key Deposit;
 - b) the monthly Storage Fee, being the amount indicated in this agreement or the amount notified to You by the Operator from time to time. It is Your responsibility to ensure that the Storage Fee is paid in advance, directly to the Operator, on time, in full, throughout the period of storage. The Operator does not normally bill for fees;
 - c) a Late Payment Fee of \$10 which becomes payable each time a payment is late;
 - d) the Cleaning Fee of \$30, at the Operator's discretion on exit; and
 - e) any costs incurred by the Operator in collecting late or unpaid Storage Fees or in enforcing this agreement in any way, including but not limited to postal, telephone, debt collection and default action costs.
4. You are 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.

ACCESS AND CONDITIONS

5. You:
 - a) have the right to access the Space during access hours as posted by the Operator;
 - b) are solely responsible for securing the Space;
 - c) must secure the Space and the external gates of the premises, to the Operator's satisfaction, at all times when You are not in, or accessing, the Space;
 - d) must not store any goods that are hazardous, illegal, stolen, inflammable, explosive, environmentally harmful, perishable or that are a risk to the property of any person;
 - e) must not store items which are irreplaceable, such as currency, jewellery, furs, deeds, paintings, curios, works of art and items of personal sentimental value, unless specifically covered by insurance;
 - f) must use the Space solely for the purpose of storage and must not carry on any business or other activity in the Space;
 - g) 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 Operator's consent. In the event of uncleanness or damage to the Space or the premises the Operator will be entitled to retain the Key Deposit and obtain full reimbursement from You to the value of the repairs required;
 - h) must give written notice to the Operator within 48 hours if You change address or Your Alternative Contact changes address; and
 - i) grant the Operator the right to discuss any default by You with Your Alternative Contact.
6. The Operator may refuse access to the Space where moneys are owing by You; whether or not a formal demand for payment of such moneys has been made by the Operator.
7. The Operator reserves the right to relocate Your Space under certain circumstances.
8. No oral statements made by the Operator or his agents or employees form part of this agreement, and no failure or delay by the Operator to exercise his rights under this agreement will operate to waive those rights.

RISK AND RESPONSIBILITY

9. You take full risk and responsibility for the storage of the Goods. You are responsible for any and all theft, damage to and deterioration of the Goods. You 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 Operator or persons under his control.

10. Any damages (including, but not limited to, damages for physical and economic loss, negligence, indirect and consequential loss) which the Operator is liable to pay You pursuant to this agreement or performance of this agreement 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 Operator 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 Operator 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 Operator under the terms and conditions of this agreement.
11. You acknowledge that You are aware of the limitation of liability set out in clause 10 and that, in all the circumstances, and taking into account the negotiations between the parties and their relationship, such limitations on the Operator's liability are reasonable.
12. You agree to indemnify and keep indemnified the Operator from all claims for any loss or damage to the property of, or personal injury to, third parties resulting from or incidental to Your use of the Space, including the storage of Goods in the Space.
13. You acknowledge and agree 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 results absolutely with You, and includes any and all costs resulting from such a breach.
14. If the Operator has reason to believe that You are not complying with all relevant laws, the Operator may take any action the Operator believes to be necessary, including the action outlined in clause 18, contacting, cooperating with and/or submitting Goods to the relevant authorities, and/or immediately disposing of or removing the Goods at Your expense. You agree that the Operator may take such action at any time even though the Operator could have acted earlier.

INSPECTION AND ENTRY BY THE OPERATOR

15. You consent to inspection of and entry to the Space by the Operator at any time.

NOTICES

16. The Operator will give any Notices to You by post, email or fax. You must give any Notices to the Operator by email or fax. In the event of not being able to contact You, notice is deemed to have been given to You if the Operator serves notice on Your Alternative Contact, or sends the notice to Your last notified address.

DEFAULT

17. Notwithstanding clause 18, in the event of any moneys owing under this agreement not being paid in full within 42 days of the due date, the Operator may, without further notice, enter the Space by force or otherwise, retain the Key Deposit and/or sell or dispose of any Goods in the Space on such terms as the Operator determines. The Operator is entitled to full reimbursement from You for any default action costs, including but not limited to any costs associated with accessing Your Space and disposal or sale of the Goods. Any excess moneys recovered by the Operator from any sale of the Goods will be returned to You.

TERMINATION

18. Either You or the Operator may terminate this agreement by giving 14 days notice. In the event of illegal or environmentally harmful activities by You, the Operator may terminate the agreement without notice. If the Operator enters the Space for any reason and there are no Goods stored there, the Operator may terminate this agreement without giving prior notice, but the Operator will send written notice to You within 7 days.
19. Upon termination:
 - a) You 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 Operator on the specified termination date;
 - b) You must pay any outstanding moneys and any expenses on default or other moneys owed to the Operator up to the date of termination, or clause 17 may apply. Any calculation of the outstanding fees will be by the Operator and such calculation will be final; and
 - c) subject to clause 5(g), the Operator will refund the Key Deposit within 30 days of the date of termination.
20. The indemnity in clause 12 and any liabilities for outstanding moneys, property damage, personal injury, environmental damage and legal responsibility under this agreement survive termination or expiry of this agreement.