

	JD Storage Pty Ltd ATF The Lewandowski Family Trust Trading As Bass Coast Boat & Caravan Storage	ABN: 82266584024	
	Address: 1835 Bass Hwy, Glen Forbes, Vic 3990	PH: 0484 144 948	
	mail@basscoastbcs.com.au		

STORER(S) DETAILS Agreement Number: _____

Individual: <input type="checkbox"/> Ms <input type="checkbox"/> Mrs <input type="checkbox"/> Mr <input type="checkbox"/> Other:	First name:	Surname:
Second Individual: <input type="checkbox"/> Ms <input type="checkbox"/> Mrs <input type="checkbox"/> Mr <input type="checkbox"/> Other:	First name:	Surname:
Company Name:	ACN:	
Home/Business Address:	Postcode:	
Postal Address:	Postcode:	
Phone Numbers:	Home:	Mobile:
		Work:
Email:	ID copied: <input type="checkbox"/>	

The Facility Owner named above (Facility Owner or FO), will send all correspondence, including any notices required under this Agreement, electronically by text to the mobile number above and/or by email to the email address above, unless the box below is ticked.
 I/We do not want to receive notices / correspondence by electronic means.

ALTERNATE CONTACT PERSON (ACP) You must advise us within 48 hours if your address or contact details (or those of your ACP) change.

<input type="checkbox"/> Ms <input type="checkbox"/> Mrs <input type="checkbox"/> Mr <input type="checkbox"/> Other:	First name:	Surname:
Home Address:	Postcode:	
Home Phone No:	Mobile:	Email:

You must provide the details of an ACP. Your ACP is authorised under the Agreement to Access the item in storage.

STORAGE DETAILS AND TERMINATION NOTICE PERIOD OFFICE USE ONLY

Vehicle Details:	<input type="checkbox"/> Caravan <input type="checkbox"/> Boat <input type="checkbox"/> Motorhome <input type="checkbox"/> Car <input type="checkbox"/> Other _____	Reference #:
Make:	Model:	VIN:
Year:	Registration:	Length(m):
		Key #:

Storage Period: From ____ / ____ /20 ____ to ____ / ____ /20 ____ (Fixed Period), and then extended automatically until the expiry of 28 days from the date that either the FO or the Storer gives written notice to the other party of its intention to terminate this Agreement (Termination Notice Period).

STORAGE COSTS INSURANCE

<input type="checkbox"/> External Storage	_____ per calendar month, payable on the anniversary of your start date (per clause 5(a))	<input type="checkbox"/> I/We consent to the FO contacting me/us about any available Customers Goods Insurance offering. In the event such insurance is available, further information about the coverage afforded will only be provided on request. I/We understand that prior to making any decision to purchase any such insurance offering I/We must carefully read the relevant product disclosure statement or seek independent advice to ensure the offering is suitable for me/us.
<input type="checkbox"/> Undercover Storage	_____ per calendar month, payable on the anniversary of your start date (per clause 5(a))	
Late Payment Fee:	_____ applied 14 days after due date	

All fees include GST, except the Late Payment Fee.


CREDIT CHECK AND REPORTING CONSENT

I/We acknowledge that the FO may undertake a search of my/our details against the StorerCheck database or with any other applicable credit reporting or identity verification agency, and release my/our details and personal information to StorerCheck or other agency, or where the FO considers appropriate, to a debt collection agency pursuant to clause 41.

Signed on behalf of the Storer(s): _____ * Signed on behalf of the Storer(s): _____ *

AGREEMENT **PLEASE READ THE FULL TERMS CAREFULLY AS BY SIGNING BELOW YOU WILL BE BOUND BY THEM**

In signing below:
 I/We acknowledge that I/We have been provided with reasonable access to the full terms of this Agreement;
 I/We represent that I/We have read or had the opportunity to read the full terms of this Agreement; and
 I/We agree to be bound by all of the terms of this Agreement.

Signed by (or on behalf of) the Storer(s):	_____ *	
NOTE: If Storer is a company, two signatures are required.	Signature of individual or Company Director	
Date of this Agreement: ____ / ____ / 20 ____	Signature of second individual (if applicable) or Director / Company Secretary (if applicable)	Accepted by Facility Owner Signed for on behalf of the FO:

MAIN POINTS OF THE AGREEMENT

- All fees are to be paid in advance by you, the Storer (using a payment method accepted by the FO) (clause 4).
- The Storer must not store, within the Vehicle, hazardous, illegal, stolen, flammable, explosive, environmentally harmful, perishable or living goods or goods that are a risk to the property of any person (clause 12(c)).
- Unless specifically itemised and covered by insurance, the Storer warrants that neither the Vehicle, nor any goods in or fixed to the Vehicle, are irreplaceable in nature, such as currency, jewellery, furs, deeds, paintings, curios, works of art and items of personal or sentimental value and/or items that are worth more than \$2,000 AUD in total (clause 20).
- The Vehicle is stored at the Storer's risk (clause 22). The Storer must ensure that they have adequate insurance cover for the Storage Period, including coverage for damage to the Vehicle, third party property damage and third party personal injury (clause 18).
- The Storer must notify the FO of all changes to the Storer's or the ACP's contact details (clause 12(j)). The FO may contact the ACP to discuss any default by the Storer and may request information from the ACP about the Storer and the Storer's location. The ACP is authorised by the Storer to access the Space in certain circumstances and to take action on your behalf (clause 37).
- The Space will be accessible during the hours notified by the FO from time to time (clause 12(a)).
- The FO may refuse access to the Space if any amounts required to be paid by the Storer under this Agreement are not paid (clause 13).
- If the Storer fails to pay their Fees, the FO will have certain rights which include retaining the Deposit and rights to seize and sell and/or dispose of the Vehicle under both a general lien and a contractual lien over the Vehicle (clauses 3(d) and 7(a)).
- The FO may take control of the Vehicle in certain circumstances (clauses 7, 14, 26, 27, and 37).
- Notices under this Agreement will be sent to the Storer electronically, unless the Storer indicates otherwise (clauses 29 and 30)

DEFINITIONS

1. In this Vehicle Storage Agreement:

- (a) **ACP** means the Storer's alternative contact person, as specified in your Vehicle Storage Agreement Schedule.
- (b) **Agreement** means these Vehicle Storage Agreement Full Terms and your Vehicle Storage Agreement Schedule and the Privacy Collection Statement.
- (c) **Attorney** means each attorney appointed by the Storer under clause 10.
- (d) **Cleaning Fee** means the cleaning fee specified in your Vehicle Storage Agreement Schedule.
- (e) **Default Action** means any of the actions described in clauses 7(a)(i) to (iii).
- (f) **Deposit** means the deposit amount specified in your Vehicle Storage Agreement Schedule.
- (g) **Facility** means the FO's storage facility location specified in your Vehicle Storage Agreement Schedule.
- (h) **Facility Owner or FO** means the facility owner specified in your Vehicle Storage Agreement Schedule and includes its directors, employees and agents.
- (i) **Fees** means, collectively, the fees described in clause 5.
- (j) **Fixed Period** means the fixed storage period specified in your Vehicle Storage Agreement Schedule, or where no such period is specified, the fixed storage period is 30 days, commencing on the date of this Agreement.
- (k) **Late Payment Fee** means the late payment fee specified in your Vehicle Storage Agreement Schedule.
- (l) **Parking Spot** means the parking spot within the Space, as specified in the Vehicle Storage Agreement Schedule (or any other parking spot as may be subsequently allocated to the Storer by the FO during the Storage Period), where the Storer is to store the Vehicle.
- (m) **PPSA** means the Personal Property Securities Act 2009 (Cth) and any regulations or instruments made under it, as amended or replaced from time to time.
- (n) **Space** means the storage space in which the Parking Spot is located.
- (o) **Storage Fee** means the storage fee specified in your Vehicle Storage Agreement Schedule.
- (p) **Storage Period** means the total storage period specified in your Vehicle Storage Agreement Schedule.
- (q) **Storer** means the storer (which may be one or more persons, as applicable) specified in your Vehicle Storage Agreement Schedule.
- (r) **Termination Notice Period** means the termination notice periods specified in your Vehicle Storage Agreement Schedule or, where no such period is specified, the termination notice period is 30 days.
- (s) **Vehicle** means the car, van, truck, trailer, caravan, boat or other kind of vehicle specified in the Vehicle Storage Agreement Schedule, and stored by the Storer at the Parking Spot, or any other vehicle stored by the Storer at the Parking Spot. In each case, "Vehicle" includes all goods in, and fixed to that vehicle.

STORAGE

2. The Storer:

- (a) may store the Vehicle only in the Parking Spot;
- (b) is deemed to have knowledge of the Vehicle;
- (c) warrants that it is the owner of the Vehicle in the Parking Spot and/or is entitled at law to deal with the Vehicle in accordance with all aspects of this Agreement;
- (d) warrants that it will only use the Parking Spot for the purposes authorised under this Agreement;
- (e) acknowledges that this Agreement does not grant the Storer a lease of the Parking Spot;
- (f) acknowledges that the Parking Spot is approximately the size advertised by the FO;
- (g) acknowledges and agrees that, if the Storer is composed of more than one person, this Agreement binds each of them jointly and severally; and (h) agrees that all time limits imposed on the Storer under this Agreement must be strictly complied with.

3. The FO:

- (a) does not provide any services under this Agreement other than the facilitation of the storage of the Vehicle in the Parking Spot;
- (b) does not, and will not be deemed to, have knowledge of the Vehicle;
- (c) is a bailee of the Vehicle in the Parking Spot at any given time during the Storage Period; and
- (d) has both a general lien and a contractual lien over the Vehicle stored in the Parking Spot until the FO receives payment of any sum due to it by the Storer. Subject to the provisions of this Agreement and the PPSA (as applicable), if the FO does not receive payment of any sum payable to it in accordance with the provisions of this Agreement, the Storer will be deemed to be in default of its obligations under this Agreement and FO may take such Default Action as it deems appropriate.

FEES, COSTS AND EXPENSES

4. Upon signing this Agreement, the Storer must pay to the FO: (a) any other Fees specified in your Vehicle Storage Agreement Schedule as being payable upon signing of this Agreement, using a payment method accepted by the FO.

5. The Storer must pay the following fees to the FO:

- (a) **The Storage Fee**, which is payable monthly (or as otherwise agreed) in advance, by no later than the date in the preceding month which is specified in the "Storage Costs" section in your Vehicle Storage Agreement Schedule. The FO may (but is not required to) issue monthly invoices in respect of the Storage Fee so it is the Storer's responsibility to ensure that it meets this payment obligation on time and in full throughout the Storage Period.
- (i) The FO may increase the Storage Fee any time after the expiry of the Fixed Period but must provide at least 28 days' notice of any increase. If the Storer objects to the increase, the Storer may, before the expiration of that 28 day period, terminate this Agreement and move out by giving no less than 24 hours' notice to the FO (i.e. instead of the usual notice period required under clause 32(a) for the Storer to terminate this Agreement).
- (ii) Any Storage Fees paid by direct deposit/direct credit (Direct Payment) will not be credited to the Storer's account with the FO unless the Storer identifies its Direct Payment clearly and as reasonably directed by the FO. The Storer indemnifies the FO against any claim for loss, damage or expenses incurred by the FO in connection with its enforcement of this Agreement, including in relation to the sale or disposal of the Vehicle, due to the Storer's failure to correctly identify a Direct Payment;
- (b) **a Late Payment Fee**, payable each time a Storage Fee payment is late; and
- (c) any reasonable costs incurred by the FO in collecting late or unpaid Fees, maintaining the Vehicle on behalf of the Storer, selling the Vehicle in accordance with the provisions of this Agreement paying emergency or security service call-out fees where the Facility's alarm systems are triggered by the acts or omissions of the Storer (or any person permitted by the Storer to enter the Facility), or in enforcing this Agreement in any way including, but not limited to, postage, telephone, debt collection or personnel costs and any Default Action costs (including court costs and all reasonably incurred legal costs), using a payment method accepted by the FO.

6. The Storer is responsible for payment of any government taxes, charges or duties (including any goods and services tax) payable in respect of this Agreement.

DEFAULT AND DEFAULT ACTION

- (a) The Storer acknowledges that the Vehicle stored in the Parking Spot is subject to both a general lien and a contractual lien for Fees owing to the FO by the Storer. Notwithstanding clause 32 and subject to clause 7(c), if any Fees are not paid in full within 42 days of the due date, the FO may keep and retain for itself the Deposit and take control of the Vehicle, by force if necessary, for the purposes of taking one or more of the following actions (in the FO's sole discretion):
 - (i) redeliver the Vehicle to the last advised address of the Storer;
 - (ii) sell the Vehicle on such terms that the FO may determine in its sole discretion (which may include a sale in one or more lots by private arrangement or public auction); and/or
 - (iii) (if the Vehicle remains unsold after being offered for sale or, in the FO's reasonable opinion, is unsaleable, is of insufficient value to warrant a formal sale process or pose a health and safety risk) dispose of the Vehicle in any manner the FO sees fit (each of the above actions being a Default Action). The Storer consents to any Default Action being taken under this clause 7(a), regardless of the nature or value of the Vehicle. For the avoidance of doubt, the FO may take Default Action without terminating this Agreement.
- (b) For the purposes of the PPSA, the FO is deemed to be in possession of the Vehicle stored in the Parking Spot from the date that is 14 days after the FO provides a notice to the Storer under clause 7(c).
- (c) The FO will provide at least 14 days' written notice to the Storer that the Storer is in default of this Agreement before taking any Default Action, providing the Storer with reasonable time to rectify its default.
- (d) If any funds are recovered by the FO from any Default Action, such funds shall be applied by the FO as follows:
 - (i) first, to pay the FO's costs of, and associated with, taking any Default Action;
 - (ii) second, subject to any rights of third parties under the PPSA, to pay all outstanding Fees owed to the

Storer and any costs or expenses incurred by the FO in connection with taking control of and maintaining the Vehicle until Default Action was taken; and

- (iii) third, any excess funds will be returned to the Storer within 6 months of the Default Action being completed. If the Storer cannot be located, excess funds will be deposited with the Public Trustee or equivalent authority.

(e) If the Storer has more than one Parking Spot, storage space or storage unit with the FO, default in respect of Fees payable relating to any of those Parking Spots, storage spaces or unit(s) entitles the FO to take Default Action in respect of all of such Parking Spots, storage spaces or unit(s).

(f) If the FO reasonably believes it is a health and safety risk to conduct an inventory of goods in or fixed to the Vehicle, the FO may take Default Action without undertaking such an inventory. In such circumstances, the FO need not assess such goods in or fixed to the Vehicle, and may instead dispose of all such goods.

(g) This clause 7 survives termination of this Agreement.

FO'S FURTHER RIGHT TO DISPOSE OF THE VEHICLE

7. If, upon termination of this Agreement by either party, the Storer fails to remove the Vehicle from the Parking Spot and/or the Facility within 7 days of such termination, the FO is authorised to dispose of the Vehicle, regardless of the nature or value of the Vehicle. The FO will:

- (a) where the Facility is located outside the State of South Australia, give 7 days' written notice to the Storer of the intended disposal and the provisions of clause 7(d) shall apply as if such disposal were a Default Action; or
- (b) where the Facility is located in the State of South Australia, exercise its rights to sell the Vehicle in accordance with the Unclaimed Goods Act 1987(SA) which includes obligations (depending on the value of the Vehicle) for the FO to sell the Vehicle by public auction (with appropriate notice to be given), notify the Commissioner of Police and the Storer or apply to the Court for authorisation to sell the Vehicle, provided that the FO may only exercise its rights after the expiry of 3 months from the end of the 7 day period referred to above.

8. If the Storer leaves the Vehicle unattended outside the Storer's Parking Spot or in a common area of the Facility for an unreasonable period of time (as determined by the FO, acting reasonably), the FO may:

- (a) where the Facility is located outside the State of South Australia, take any Default Action in respect of the Vehicle. The FO will give 7 days' written notice of the intended Default Action and the provisions of clause 7(d) shall apply; or
- (b) where the Facility is located in the State of South Australia, exercise its rights to sell the Vehicle in accordance with clause 8(b).

POWER OF ATTORNEY

9. The Storer irrevocably appoints the FO and each authorised officer of the FO as the Storer's Attorney. Each Attorney appointed under this clause may act individually or collectively. If the FO requests, the Storer agrees to formally approve anything an Attorney does under clause 11. The Storer may not revoke these appointments.

10. If any right to sell or dispose of the Vehicle arises under this Agreement in favour of the FO, an Attorney may:

- (a) do anything which the Storer can lawfully authorise an Attorney to do in connection with this Agreement or the Vehicle or which the Attorney believes is expedient to give effect to any of the FO's rights (including selling, transferring or otherwise disposing of the Vehicle);
- (b) delegate their powers (including this power of delegation) and revoke a delegation; and
- (c) exercise their powers even if this involves a conflict of duty or they have a personal interest in doing so.

ACCESS AND CONDITIONS OF USE OF THE PARKING SPOT AND THE SPACE

The Storer:

- (a) may, subject to the provisions of this Agreement, access the Space during the access hours notified by the FO from time to time;
- (b) acknowledges that, if the Storer is comprised of more than one person, each person comprising the Storer (or in the case of a Storer who is a corporation, each person acting with the actual or apparent authority of the Storer) may, subject to the provisions of this Agreement, access and use the Space;
- (c) must not store any goods in, or fix any goods to, the Vehicle that are hazardous, dangerous, illegal, stolen, flammable, explosive, environmentally harmful, perishable, living, or that are a risk to the property of any person;
- (d) must ensure that the Vehicle is free of vermin and food scraps when placed inside the Space;
- (e) may only use the Space solely for the purpose of storage of the Vehicle in the Parking Spot and must not carry on any business or other activity in the Space including, but not limited to, residing, dwelling or loitering in the Space;
- (f) must maintain the Parking Spot by ensuring that it is clean and in a state of good repair. The Storer is responsible for the cost of cleaning the Parking Spot (if deemed necessary by the FO) and the FO may apply the Deposit towards any Cleaning Fee;
- (g) must not physically alter or damage the Space, including the Parking Spot, in any way without the FO's prior consent. The Storer is responsible for the cost of any repairs to the Space, including the Parking Spot, (if deemed necessary by the FO) and the FO may apply the Deposit towards such costs;
- (h) is solely responsible for securing the Vehicle within the Parking Spot (in a manner acceptable to the FO) and must secure the external gates and/or doors of the Space and/or the Facility when entering or leaving the Space and/or the Facility outside normal business hours;
- (i) must comply with all health and safety notices and rules of the Facility as may be publicly posted at the Facility or otherwise notified to the Storer by the FO;
- (j) cannot assign this Agreement and must not allow a third party to store a vehicle or any other goods in the Parking Spot;
- (k) must give written notice to the FO of any change to the Storer's contact details or the ACP's contact details within 48 hours of the change occurring;
- (l) authorises the ACP to discuss any default by the Storer with the FO and to provide any information it holds regarding the Storer or the Storer's location to the FO. Further, the Storer acknowledges that where the FO reasonably believes that the Storer is unwilling or unable to remove its Vehicle from the Parking Spot and/or the Facility when required to do so under this Agreement, the FO may allow the ACP to remove the Vehicle on such terms as agreed between the FO and the ACP (without the need for further consent from the Storer); and
- (m) is solely responsible for determining whether the Parking Spot is appropriate and suitable for storing the Vehicle, having specific consideration for the size, nature and condition of the Parking Spot and the Vehicle being stored.

12. Without limiting clause 7, the FO may refuse access to the Space and/or the Facility by the Storer where any amount owing by the Storer to the FO under this Agreement remains unpaid after the FO has requested such payment in writing. The FO will not be liable for any loss or damage suffered by the Storer resulting from any inability to access the Space and/or the Facility as a result of such refusal.

13. The FO reserves the right to relocate the Vehicle to another parking spot if the FO, acting reasonably, deems it is necessary to do so for the proper operation and management of the Facility. If this occurs then

that new parking spot will be the Parking Spot for all purposes under this Agreement.

14. Without limiting clause 7, if the Vehicle is severely damaged by a fire, flood or some other event which, in the FO's reasonable opinion, has caused the Vehicle to be hazardous or dangerous to other storer's and/or their vehicles or other goods, the FO or the Facility, the FO may, at the Storer's expense, dispose of the Vehicle. Where practicable, the FO will provide the Storer with reasonable notice and an opportunity to review the Vehicle before disposal. The FO will not be liable for any loss or damage suffered by the Storer as a result of such disposal action.

GOODS HANDLING EQUIPMENT

15. The Facility may make forklifts, walking stackers and other goods handling equipment available to assist the Storer to access and/or manage the Space. Such equipment may only be used by the Storer (and no other person on the Storer's behalf) if the Storer:

- (a) is experienced with the particular equipment, knows how to use it safely, and uses it safely; and
 - (b) complies with all applicable health and safety instructions and directions for use for that equipment.
- 16.** The Storer warrants that it will:
- (a) only use goods handling equipment in compliance with clause 15;
 - (b) not allow any person to use such equipment on the Storer's behalf; and
 - (c) be responsible for any damage caused to the equipment, the Facility, any property in the Space or Facility, and/or for injury arising from:
 - i. Storer's use of such equipment; or
 - ii. use of such equipment on the Storer's behalf.

RISK AND RESPONSIBILITY

17. The Storer must, for the Storage Period, ensure that it takes out and keep current the following types of insurance policies in respect of the Vehicle, each of which must be arranged with an authorised Australian insurer and holder of a financial services licence in accordance with the Financial Services Reform Act 2001 (Cth):
- (a) comprehensive motor vehicle insurance (covering both the Vehicle and any third party property damage you cause), for no less than the replacement value of the Vehicle; and
 - (b) compulsory third party insurance covering anyone who drives the Vehicle for injury or death caused to any person by any incident involving the Vehicle.
18. The Storer must, upon the request of the FO, provide the FO with certificates of currency in respect of each of the insurance policies specified in clause 16.
19. The Storer warrants neither the Vehicle, nor any goods in or fixed to the vehicle, are irreplaceable in nature, such as currency, jewellery, furs, deeds, paintings, curios, works of art, items of personal sentimental value or that are worth more than \$2,000 AUD (in total) unless they are itemised and covered by insurance.
20. The Storer is responsible (and must pay) for any loss or damage caused by a third party who enters the Space (or the Facility) at the request or direction of the Storer or whose entry to the Space (or the Facility) was facilitated by any action (or failure to act) of the Storer (including, but not limited to, the provision of a key, access card or codes or by leaving the Space or Facility unsecured).
21. The Storer acknowledges that to the extent permitted by law, having regard to any non-excludable consumer guarantees under any applicable consumer protection laws (**Non-Excludable Guarantees**), the Vehicle is stored at the sole risk and responsibility of the Storer who, except to the extent of any negligence by the FO, is responsible for any and all theft, damage to, and deterioration of the Vehicle. To the extent permitted by law and subject to the Non-Excludable Guarantees, the FO makes no representations to the Storer and gives no warranties or guarantees to the Storer (whether express or implied) in respect of or in relation to the storage of the Vehicle under this Agreement, other than as expressly stated in this Agreement. The Storer, except to the extent of any negligence by the FO, bears the risk of any and all damage caused by flood, fire, leakage or overflow of water, mildew, mould, heat, spillage of material from any other storage space, removal or delivery of the Vehicle, pest or vermin, accidental scratching or denting of, or impact with, the Vehicle, or any other reason what so ever.
22. If, notwithstanding clause 20, the FO is liable to the Storer in any way, the FO's liability is limited to the total Storage Fees paid to the FO under this Agreement, to the extent permitted by law. The Storer acknowledges that it is aware of the limitations of liability set out in this clause, that this clause does not, and that the FO does not intend to, exclude the Storer's non-excludable rights under any applicable consumer protection laws, and that, in all the circumstances, such limitations on the FO's liability, to the extent they are permitted by law, are reasonable.
23. Except to the extent of any negligence by the FO, the Storer is responsible for any liability, claim, loss, damage or injury, whether to the Storer, the FO, the Facility or any third parties, caused by, resulting from or incidental to the use of the Parking Spot by the Storer, its agents or the ACP (including, but not limited to, storage of the Vehicle in the Parking Spot, the Vehicle itself, the driving or towing of the Vehicle within the Facility and/or accessing the Facility and including any use for which the FO has given prior written approval).
24. The Storer will comply with all relevant laws applicable to the use of the Parking Spot. This includes laws relating to the Vehicle, and the manner in which the Vehicle is stored. Liability for any breach of such laws rests absolutely with the Storer and includes all costs resulting from any non-compliance.
25. If the FO reasonably believes that the Storer is not complying with clause 25, the FO may (in its reasonable discretion):
- (a) take any action it believes necessary to ensure compliance, including taking control of the Vehicle under clause 27;
 - (b) immediately dispose of or remove the Vehicle at the Storer's expense; and/or
 - (c) contact, cooperate with and/or deliver the Vehicle to the relevant authorities.
- The Storer agrees that the FO can take any such action at any time, even though the FO could have acted earlier.

TAKING CONTROL OF THE VEHICLE BY THE FO

26. The Storer acknowledges that the FO has the right to take control of the Vehicle (including without notice) for any purpose the FO reasonably believes is necessary for the enforcement of this Agreement or the proper operation and management of the Facility.
27. In the event of an emergency, the FO may take control of the Vehicle using all necessary force without the prior written consent of the Storer. The FO will notify the Storer as soon as practicable of such entry. The Storer irrevocably consents to such action. For the avoidance of doubt, an emergency includes, but is not limited to, where the FO believes that clause 12 (b) and/or clause 25 is being breached, or where the FO reasonably believes property, the environment or human life or safety is threatened, or where the FO allows access, inspection or seizure by relevant authorities.

NOTICE

27. Subject to clause 30 notices under this Agreement will be sent electronically, by text message to the Storer's mobile number and/or by email to the Storer's email address, as specified in the contact details in the Storer's Vehicle Storage Agreement Schedule. Any such notice is deemed to have been given to the Storer on sending by the FO to the nominated mobile number or email address. Notices given by the Storer to the FO must be actually received by the FO to be valid and the FO may further specify a required method of delivery.
28. Where the Storer has indicated in the Vehicle Storage Agreement Schedule that they do not want to receive notices electronically, the FO will send any notices required under this Agreement to the address specified in the contact details in your Vehicle Storage Agreement Schedule or as otherwise notified by the Storer to the FO in writing or telephone.
- If the FO is not able to contact the Storer, notice is deemed to have been given to the Storer by the FO if the FO has sent a notice to the Storer's last notified address (including electronically) and to the ACP's last notified address.

TERMINATION

32. **This Agreement may be terminated:**
- (a) after the expiry of the Fixed Period, by either party giving written notice to the other party (for a period not less than the Termination Notice Period), or, in the case of the FO being unable to contact the Storer, by the FO giving such notice to the ACP; or
 - (b) by the FO, immediately upon notice to the Storer which may be given at any time, if:
 - (i) the Storer breaches clause 12 (b), clause 16, clause 17 and/or clause 23;
 - (ii) if the FO reasonably determines that any of the Storer's activities in respect of the Parking Spot and/or Space and/or the Facility are otherwise illegal, dangerous, environmentally harmful, antisocial, threatening or offensive.
- Circumstances beyond the control of the FO arise, including fire, flood, or some other event which, in the FO's reasonable opinion:
- (i) renders the Facility and/or the Space hazardous or dangerous to the Storer, other storers and/or their goods, the FO or the Facility;
 - (ii) prevents the FO from performing its obligations under this Agreement for at least 14 days; or
 - (iii) requiring the emptying of the Storer's Space.
33. If the Storer purports to terminate this Agreement without giving the written notice required under clause 34 (a), the FO may deduct Storage Fees for the required notice period from the Deposit.
- Upon termination of the Agreement (for any reason), the Storer must:
- (a) remove the Vehicle from the Facility before the close of business on the date of termination (failing which, clause 8 will apply) and leave the Parking Spot in a clean condition and good state of repair to the satisfaction of the FO; and
 - (b) pay any expenses on default, outstanding Fees and any other amounts payable by the Storer under this Agreement up to the date of termination, failing which, the FO may take any Default Action. The FO will calculate such amounts and notify the Storer in writing as soon as practicable.
35. If the FO reasonably believes that the Storer will not perform its obligations under clause 36 (a) or the Storer fails to respond in a reasonable period to any notices sent by the FO, the FO may, but is not obliged to, permit the ACP to access the Space to perform such obligations and the Storer irrevocably authorises the FO and the ACP to take this action.
36. Liability for outstanding moneys, personal injury, death, environmental damage and legal responsibility under this Agreement survive termination of this Agreement.

NATURAL DISASTERS AND RELATED ISSUES

- If there has been a fire, flood, earthquake, or another issue adversely affecting the access or use for storage purposes of the Space or all or part of the Facility:
- (a) the Storer must comply with all:
 - i. reasonable directions of the FO; and
 - ii. all directions from a government department, law enforcement agency (including police), or insurer;
 - (b) the Storer agrees to attend the Space at any reasonable time specified by the FO, and (if required by the FO) the Storer will inspect the goods in the Space for damage and/or clear out the Space as soon as possible and within any period reasonably specified by the FO;
 - (c) the FO may take all actions reasonably necessary or desirable, including any or all of the following:
 - iii. complying with directions from any government department, law enforcement agency (including police), or insurer;
 - iv. suspend this Agreement and the parties obligations under it for up to 30 days to allow the FO to assess and remedy any damage (and no Storage Fees will be payable during the suspension);
 - v. terminate this agreement on giving any reasonable notice (including with immediate effect); and
- vi. at its discretion, offer the Storer an alternative space elsewhere in the Facility.

PERSONAL PROPERTY SECURITIES

37. For the purposes of this Agreement the terms used in clauses 40 through 45 have the same meanings as given under the PPSA.
38. The FO's general lien over the Vehicle constitutes a security interest for the purposes of the PPSA and this Agreement is a security agreement. The Storer must, at its cost and immediately upon the FO's request:
- (a) do all things reasonably required (including execution of documents) to ensure the FO has a continuously perfected security interest created in the Vehicle pursuant to this Agreement including, but not limited to:
 - (i) providing the registration number and VIN number of the Vehicle and any other details of the Vehicle necessary to complete registration of the security interest in accordance with the requirements of the PPSA;
 - (ii) enabling the FO to apply for registration of, or give any notification in relation to, the security interest; and
 - (iii) enabling the FO to exercise rights in relation to the security interest;
 - (b) procure from any person considered by the FO to be relevant to its security position, such agreements and waivers as the FO may at any time require to ensure the FO attains the highest ranking security possible in respect of the security interest; and
 - (c) not claim nor exert any right of possession over the Vehicle in any manner contrary to the FO's general lien over the Vehicle or right to possession of the Vehicle.

39. Where permitted by the PPSA:

- (a) the Storer waives any right to receive the notifications, verifications, disclosures or other documentation specified under sections 95, 118, 121(4), 130, 132, 3(d), 132(4), 135 and 157 of the PPSA; and
- (b) the FO and Storer agree to contract out of sections 96, 125, 129, 142 and 143 of the PPSA and nothing in the provisions of such sections of the PPSA shall apply to this Agreement.

40. To the extent permitted by the PPSA:

- (a) the provisions of Chapter 4 of the PPSA which are for the benefit of the Storer, or which place obligations on the FO, will apply only to the extent that they are mandatory or the FO agrees to their application in writing; and
- (b) where the FO has rights in addition to those in Chapter 4 of the PPSA, those rights will continue to apply.

41. The Storer appoints the FO to be an interested person and the Storer's authorised representative for the purposes of section 275(9) of the PPSA.

42. The Storer agrees not to register a security interest over the FO.

PRIVACY

43. **The FO may:**
- (a) may collect information about the Storer, including the Storer's Personal Information (as defined in the Privacy Act 1988 (Cth)) (Personal Information), to assist in the provision of storage to the Storer, maintaining the Storer's account, and the FO's enforcement of this Agreement in any way; and
 - (b) may disclose any information about the Storer, including the Storer's Personal Information, to government departments, law enforcement agencies, including the police, any person who can demonstrate a legal or equitable interest in the Vehicle stored to the FO's reasonable satisfaction, liquidators, administrators or other persons appointed to administer the Storer's financial affairs, debt collection services or credit reporting and identity verification agencies (including, but not limited to, Storer Check), the ACP and agents for any of the above.

44. The Storer warrants that it has:

- (a) the right to disclose information to the FO about the ACP (including Personal Information) and that the FO may use this information as it would Personal Information collected about the Storer; and
 - (b) informed the ACP that the Storer has made the disclosures referred to in clause 43 (a).
45. The parties acknowledge and agree that the ACP may access and correct the information held by the FO in the same manner the Storer may correct its Personal Information.

GENERAL

46. If any clause, term or provision of this Agreement is legally unenforceable or is made inapplicable, or in its application would breach any law, that clause, term or provision shall be severed or read down, but so as to maintain (as far as possible) all other terms of this Agreement.
47. No failure or delay by the FO to exercise its rights under this Agreement will operate to waive or reduce such rights.
48. The FO enters into this Agreement for itself and on behalf of its directors, employees and agents.
49. This Agreement constitutes the entire agreement between the FO and the Storer and supercedes and extinguishes all previous discussions, correspondence, negotiations, agreements, assurances, warranties, representations and understandings between them (whether written or oral).
50. The FO may vary this agreement by giving the Storer notice in writing of the variation. The FO must provide reasonable notice, of at least 28 days, of any variation. Any amendment or update of this agreement made by the FO will take effect on the date notified by the FO. If the Storer objects to the variation, the Storer may, before the expiration of that 28 day period, terminate this Agreement and move out by giving no less than 24 hours' notice to the FO (i.e. instead of the usual notice period required under clause 35(a) for the Storer to terminate this Agreement). For the avoidance of doubt, clauses 36 to 37 also apply if the Storer terminates this agreement under clause 53. Any relevant Storage Fees already paid in advance by the Storer shall be refunded pro-rata to the Storer on termination of this agreement.

THIS AGREEMENT IS PROPERTY OF THE SELF STORAGE ASSOCIATION OF AUSTRALASIA. ALL UNAUTHORISED USE WILL BE PROSECUTED.

 <p>BASS COAST BOAT & CARAVAN STORAGE</p>	<p>JD Storage Pty Ltd ATF The Lewandowski Family Trust Trading As Bass Coast Boat & Caravan Storage</p>	<p>ABN: 82266584024</p>	 <p>Self Storage Association of Australasia</p>
	<p>Address: 1835 Bass Hwy, Glen Forbes, Vic 3990</p>	<p>PH: 0484 144 948</p>	
	<p>mail@basscoastbcs.com.au</p>		

What sort of information do we collect?

To offer you storage, it is necessary for us to collect information about you, including:

- your name
- date of birth
- licence number and details
- passport number
- telephone number
- email address
- physical address
- CCTV footage, and/or audio
- any other information reasonably necessary.

We collect, maintain, use and disclose this information in accordance with the *Australian Privacy Principles and Privacy Act 1988.*

Why do we collect information from you?

We collect your information to assist us to provide you with storage and do business with you. You may choose not to provide us with personal information, but if we cannot identify you it is impractical for us to offer you storage. Using our services indicates your consent to the use and disclosure of your information as described in this statement.

We also collect this information for credit and risk management purposes, including to enable us to use and contribute to the Self Storage Association of Australasia's (**SSAA**) internal credit and behaviour database (the **StorerCheck Database**). Your information, including the details of your government-issued identifying documents, will be disclosed on, and shared with SSAA members accessing, the StorerCheck Database. Some SSAA members reside in New Zealand, so your information may be disclosed to recipients in New Zealand.

Disclosing your information

We may need to disclose your information to others outside our business, including services providers, law enforcement agencies, government agencies and departments, debt collection agencies, storer screening databases and others. In some circumstances, your information may be sent outside of Australia for processing or storage, including to NZ, USA and the UK.

Retention of your information

Your information will be stored on the StorerCheck Database until the later of the date on which we, SSAA, or another SSAA member no longer needs your information, or the date that is 5 years after you cease using the services of a SSAA member.

We take your privacy seriously

We have a detailed Privacy Policy which further details why we collect your information, how we may disclose it, how we ensure it is secure, your right to view and correct personal information we hold, and how to lodge a complaint if you believe we have breached the *Australian Privacy Principles*.

How to view or obtain a copy of our Privacy Policy

You can obtain a copy of our Privacy Policy by:

- requesting one from our office, or
- viewing it online on our website (details are listed above).