

TERMS AND CONDITIONS

Definitions In these Conditions

"Agreement" means these Terms and Conditions;
"We" means MOVEAGE GROUP PTY LTD, ABN: 83 605 673 658 and "Us" and "Our" have corresponding meanings;
"You" means the party entering into the agreement for Services with Us, and includes the party to whom Our quotation is addressed and the party by whom the acceptance is given, and "Your" has a corresponding meaning;
"Ancillary Services" means services which are ancillary to the Services, but which We do not offer or provide, including transportation by sea, rail or air, and transportation of vehicles, trailers, caravans, boats and animals;
"Goods" means all furniture and other effects which are to be the subject of the Services;
"Services" means the whole of the work to be undertaken by Us in connection with the Goods including removal and (if applicable) storage, packing, unpacking and mobile storage, sale and rental of packing materials, rental of storage space and any other service provided by the Moveage Group.
"Subcontractor" means any person other than one of Our employees who, under any agreement or arrangement with Us (whether directly or indirectly) performs or agrees to perform the whole or any part of the Services;
"Third Party Provider" means any person who We have arranged to carry out any Ancillary Services;
Words in the singular include the plural, and words in one or more genders include all genders.

1 We are not Common Carriers

WE ARE NOT COMMON CARRIERS AND ACCEPT NO LIABILITY AS SUCH. We reserve the right to refuse to quote for or complete the carriage of goods for any particular person and for carriage of any goods or classes of goods at Our discretion.

2 Video Monitoring

Our trucks are monitored on the inside and outside by multiple cameras and video footage is recorded for general monitoring and safety, OH&S and insurance purposes. You and your premises may be captured on camera during the move. You consent to our reasonable use of this footage and You understand that We may disclose this footage to third parties (such as our insurer).

3 Your Obligations and Warranties

- 3.1 **Information Supplied by You.** You warrant that any information which You have provided to Us and on which We have reasonably relied in assessing any quotation or estimate of the resources necessary to carry out the work, is accurate.
- 3.2 **Owner or Authorised Agent.** You warrant that, in entering into this agreement, You are either the owner of the Goods, or the authorised agent of the owner.
- 3.3 **Inventory.** It is agreed that no inventory of the Goods being moved (whether into storage or to another premises) will be taken unless You request it before the start of the move. Inventories will include visible items only.
- 3.4 **Pre-Existing Condition of Goods.** You must inform us of any pre-existing conditions and/or damages of your goods. The pre-existing condition of any Goods will be agreed upon between You and Us prior to us removing or otherwise dealing with those Goods. Photos of goods might be taken to document pre-existing conditions.
- 3.5 **Presence at Loading/Unloading/On Site.** You will ensure that You or some person on Your behalf is present at all times when the Goods are loaded or unloaded except if they are being loaded from or unloaded into Our storage facility Where You or Your representative are not present, for any amount of time, we will not repair, or compensate You for any damages and/or we will stop the move while chargeable time continues until You or Your representative is (back) on site. Moves will not commence without Your presence, however chargeable time commences on arrival of the vehicle at your address. Chargeable time will continue until You sign that the move has been completed.
- 3.6 **Adherence to Safety Guidelines.** You must acknowledge and at all times adhere to any safety guidelines provided to You by Us from time to time.
- 3.7 **Dangerous Goods.** You warrant that the Goods do not include any firearms or goods which are or may become of a dangerous, corrosive, highly combustible, explosive, damaging or noxious nature nor likely to encourage any vermin or pest unless You have disclosed to Us in writing the presence and nature of any such items prior to them being made available to Us for loading. We may refuse to remove or store such items. If We discover any article or substance of this nature after the Goods have been received by Us, We may take any reasonable action, including destruction or disposal, as We may think fit without incurring any liability to You.
- 3.8 **Fragile Goods and Valuable Items.** You will, prior to the commencement of the removal, give to Us written notice of any Goods which are of a fragile or brittle nature and which are not readily apparent as such, or which comprise jewellery, precious objects, works of art, money, collections of items or precision equipment in any case having a value in excess of \$1,000.
- 3.9 **Heavy Items.** You will, at the time of requesting a booking and in any event before We confirm the booking, provide us with written notice of any of the Goods exceeding 100kg (which include but are not limited to pool tables, pianos, gym equipment or fish tanks) ("Heavy Item"). Heavy Items:
 - 3.9.1 Incur an extra charge depending on the weight and awkwardness of the item;
 - 3.9.2 May require three or four removalists to attend the move of any Heavy Item
 - 3.9.3 We will not move Heavy Items up or down stairs for OH&S reasons. Please contact a specialist mover under these circumstances.
 - 3.9.4 Photo evidence of the heavy item(s), access points and hallways will have to be provided BEFORE your move.
 If You provide us with notice of any Heavy Item after we confirm the booking, we may (in Our absolute discretion) refuse to move any Heavy Item. However, if we choose to move the Heavy Item at your request, We reserve Our right to amend Our quote to include the extra charge incurred by the inclusion of the Heavy Item (which may include but is not limited to any additional removalist required to ensure that the move of the Heavy Item is attended to by three or four removalists).
- 3.10 **Goods Left Behind or Moved in Error.** You will ensure, that all Goods to be moved and/or stored are uplifted by Us and that none are taken in error.
- 3.11 **Necessary Permits.** You will obtain at Your own expense all documents, permits, licences, customs documents necessary for the move to be completed.
- 3.12 **Settlements.** You must inform us of any property settlements on the day of your move and the settlement time(s). Please note that We will not be liable for having removed all items from your original premises by settlement time and that wait time before being allowed to enter your new premises is chargeable time.
- 3.13 **Lifts.** You must inform us if there is a lift at any of your premises and if a lift booking is necessary. If a lift booking is necessary, it is your responsibility to make these bookings and inform of us the lift booking times at least 3 days BEFORE your move. It is your responsibility

- to arrange lift bookings that work for your booked arrival window AND are wide enough to accommodate unforeseen circumstances. We will not be liable under any circumstances if loading or unloading cannot be completed due to lift issues.
- 3.14 **Unoccupied or Unattended Premises.** We are not responsible for any damage to or theft of Goods left in unoccupied or unattended premises at any time during the provision of Our Services, or where other people (including but not limited to, tenants and workmen) are or will be present without your supervision.
 - 3.15 **Proper Preparation.** You must prepare adequately and stabilise all Goods (including but not limited to appliances and electronic equipment) prior to their removal by Us. You will empty all cupboards, wardrobes, shelves and drawers and the like before uplift of such furniture. You will drain all your appliances. You hereby indemnify us for any loss or damage caused to us by Your failure to adequately prepare or stabilise any of the Goods. We are not responsible for any damage caused to Goods and/or their contents or other property where the Goods have not been prepared and/or emptied as required by this clause.
 - 3.15.1 **Refrigerators and Freezers.** You must empty, properly defrost and clean refrigerators and deep freezers prior to their removal by Us. We are not responsible for any loss or damage caused to the contents of any refrigerators or deep freezers.
 - 3.15.2 **Domestic and Garden Appliances.** You must ensure that all domestic and garden appliances, including but not limited to washing machines, dish washers, hose pipes and petrol lawn mowers are clean and dry and have no residual fluid left in them. You indemnify Us for any loss or damage caused to Us by Your failure to ensure that all domestic and garden appliances are clean and dry and have no residual fluid left in them.
 - 3.16 **Contact Details.** You must provide us with a contact address and contact telephone number for correspondence before, during and after removal, transit and/or storage of goods.
 - 3.17 **Mobile Phone Contact.** You must ensure that you are available to receive telephone calls and reply to text messages from Us at any stage during the day that you are booked to have Services provided to You by Us.
 - 3.17.1 If your arrival window/ start time commences at 6am (or earlier) or is a Flexi Saver you must be contactable from 5.30am to receive calls and reply to text messages.
 - 3.17.2 If your arrival window does not commence at 6am in the morning and is not a Flexi Saver you must be contactable by phone or return our calls/messages within 15 minutes of us trying to contact you at any stage from 8am. If we cannot contact you, especially BEFORE the start of your arrival window, additional charges for travel time may apply, or we may not be able to arrive during your specified arrival window.
 - 3.17.3 If You will be uncontactable due to other commitments before or during the provision of our services you must provide us with an alternative contact that we can speak to on your behalf.
 - 3.18 **Confirm Move.** You will be sent a text message the day before your move asking you to confirm that you are ready for your move and arrival window. You must reply to this text message by 2pm or you might lose your given arrival window.
 - 3.19 **Arrange Insurance.** You will arrange adequate insurance cover for the goods submitted for removal and transit, against all insurable risks as Our liability is limited under clause 11.
 - 3.20 **Relevant Documents.** Where We provide You with inventories, receipts, waybills, job sheets or other relevant documents ("Documents") for the purpose of your verification and authorisation of their contents, You will ensure that they are signed by You or Your authorized representative prior to the conclusion of the provision of the Services.
 - 3.21 **Items to Fit Premises.** The premises from which the Goods are to be removed (the "Original Premises") and the premises to which the Goods are to be delivered (the "New Premises") must contain doorways and stairwells which are large enough to reasonably accommodate the passage through of the Goods. Neither We or Our employees, Subcontractors or agents are insured or trained to remove any doors or windows to accommodate the passage of Goods, and We reserve the right in Our absolute discretion to refuse to move or otherwise deal with any Goods which cannot reasonably pass through doorways and/or stairwells. We may leave the Goods in question inside of the Old or outside of the New Premises at Our discretion. In such cases, it is your responsibility to organise the moving of the Goods at Your cost and We shall not be liable for any loss or damage caused to You or the Goods in question caused by our inability or refusal to move the Goods.
 - 3.21.1 Photo evidence and measurements of goods and premises may be taken.
 - 3.22 **Awkward Access and Unusual Circumstances.** For the purpose of this Agreement, "Awkward Access" includes but is not limited to: having no vehicle access; having no parking available in close proximity to the Original Premises or New Premises; (shared or no) lifts and cramped/tight stair and hallway conditions and balcony access. It is your responsibility to inform us about any Awkward Access prior to the provision of the Services. We reserve the right to add extra reasonable costs due to unforeseen circumstances caused by Awkward Access or any other conditions which cause unusual delays, inconveniences or labour for Us or Our removalists (including but not limited to waiting for keys or gaining entry, provision of incorrect addresses and narrow stairwells). In addition clause 11.5.11 applies.
 - 3.23 **Notification of Loss or Damage.** You must report any damage in writing before completion of Our Services. Failure to do so voids any liability for loss or damage to You.
 - 3.24 **Pre-Start Confirmation of Terms and Conditions.** Before commencement of any service You must complete a document confirming the main points of this agreement and the agreed pricing.
 - 3.25 **Signing after Completion of Services.** You must sign off on/ confirm the completion of our services at completion of Our Services.
 - 3.25.1 If multiple vehicles are providing services for you each vehicle and driver must receive your signature at completion of their part of the Service and before leaving Your premises.
 - 3.25.2 If the provision of Services is completed over multiple days, progress completion must be signed off on/confirmed at the end of each day before the vehicle(s) leave your premises.
 - 3.25.3 Failure to sign this document voids any liability for loss or damage to You.
 - 3.26 **Failure to Discharge Responsibilities.** Other than by reason of Our negligence, Our breach of contract or as otherwise stipulated by legislation, We will not be liable for any loss or damage, costs or additional charges incurred by You connected with Our provision of the Services.

4 Services We Will Not Perform

- 4.1 **Not Qualified or Authorised.** Our staff are not qualified or authorised to carry out the tasks set out below, and those tasks are specifically excluded from the scope of the Services. It is Your responsibility to arrange (and We recommend that you arrange) a qualified provider to carry out these tasks:
 - 4.1.1 Securing or preparing for transit, as necessary, equipment or appliances (including but not limited to securing washing machine drums);
 - 4.1.2 Taking up or laying fitted floor coverings of any kind;
 - 4.1.3 Removing storage heaters or air conditioners (unless they are already disconnected and adequately dismantled);
 - 4.1.4 Moving items from a loft or attic (unless the loft or attic is properly lit and floored and safe access is provided);
 - 4.1.5 Dismantling or assembling garden furniture and equipment (including but not limited to sheds, greenhouses, garden shelters, outdoor play equipment, and satellite dishes), or moving paving slabs, planters and the like;
 - 4.1.6 Assembling children's play equipment ;
 - 4.1.7 Moving items heavier than 180kg; and
 - 4.1.8 Arranging for insurances for removals services.
- 4.2 **Our Discretion to Move Goods.** We reserve the right to refuse to remove or otherwise deal with any of the Goods (regardless of whether the Goods are a Heavy Item or not), if we consider that the removing or dealing with the Goods may cause harm to Our removalists or to the Goods or other (third party) property.

- 4.3 **Cancellation of Move.** Without limitation and without limiting any rights that we may have under this Agreement or at law, we may cancel the move including but not limited to the following circumstances:
- 4.3.1 Staff abuse of removalists on the job or office staff over the phone
 - 4.3.2 We find used syringes in the Goods or at Your premises, or
 - 4.3.3 We consider that you are under the influence of drugs or alcohol, or
 - 4.3.4 We consider that the Goods/Your premises are not in a reasonably hygienic state (including but not limited to extremely dusty Goods, or goods containing vermin or old food)
 - 4.3.5 We consider your premises unsafe (e.g. unfinished construction work, no or insufficient lighting, other damage to the premises)
 - 4.3.6 If the move has commenced and we cannot continue loading/unloading at your premises for any of the above reason you must organise a storage facility at your cost into which we can unload your belongings.
 - 4.3.7 Minimum Charges as per clause 10.5 apply for allocation of the vehicle whether initial paperwork has been signed off or not.
 - 4.3.8 Charges apply for the time our services have been used including unload at a different location if necessary.

5 Goods Not to be Submitted for Removal and Storage

- 5.1 Unless previously agreed in writing by Us, You warrant that the Goods do not include any of the following items:
- 5.1.1 Illegal or stolen goods or drugs;
 - 5.1.2 Potentially dangerous, damaging or explosive items (including but not limited to petrol, diesel, gas bottles, aerosols, paints, firearms and ammunition);
 - 5.1.3 Plants or goods likely to encourage vermin or other pests or cause infestation or contamination;
 - 5.1.4 Perishable items and/or those requiring a controlled environment.
 - 5.1.5 Any animals, reptiles, birds or fish.
 - 5.1.6 Goods which require special licence or government permission for export or import, ("Prohibited Goods").
- 5.2 We shall notify You as soon as practicable if any of the Goods are in Our opinion Prohibited Goods. We will not deal with any Prohibited Goods, and will not be liable for any loss or damage caused to You or the Goods in question as a result of Our refusal to deal with the Prohibited Goods.
- 5.3 If You cause us to deal with Prohibited Goods without Our knowledge (for example, where Prohibited Goods are contained in sealed boxes that We did not pack) and we become aware, after loading the Prohibited Goods that they are Prohibited Goods, We may take any reasonable action, including destruction or disposal, as We may think fit without incurring any liability to You.
- 5.4 You warrant that the Goods do not include jewellery, watches, trinkets, precious stones or metals, money, deeds, securities, stamps, coins or goods or collections of any similar kind. We will not be liable for the loss of or damage to any such items during removal and/or storage.

6 Pre-Packing Services

- 6.1 **Pre-packing** is the process of boxing up your goods and preparing your belongings for transit if you don't wish to do this yourself. Bookings MUST be made prior to the actual relocation. This is not an add on service that can be provided on the day of your move without notice.
- 6.2 **Engagement for pre-packing services.** If You engage Us to provide pre-packing services, then the pre-packing services form part of the Services and we will (in addition to the Standard Packing Services set out under clause 7.1 below):
- 6.2.1 Pre-pack any Goods in any manner determined by Us in our sole discretion;
 - 6.2.2 Use our own packing materials only;
 - 6.2.3 Charge You for the time taken to pre-pack the Goods and the materials used in accordance with the current price list at the time of booking.
- 6.3 **Insurance.** By allowing us to Pre-pack all Goods in the manner determined by Us in our sole discretion we can offer the zero excess on the Moveage Group Insurance Policy.
- 6.3.1 If you exclude certain items from our pre-packing service or wish them packed different to our advice, then clause 6.4 applies.
- 6.4 **Non-engagement for pre-packing services.** If You do not engage Us to provide pre-packing services (to all of your goods) then:
- 6.4.1 You will be responsible for any loss or damage that occurs to the Goods as a result of the Goods being incorrectly or inadequately packed by You; and
 - 6.4.2 If we are liable for a damage you will be required to contribute a \$250 payment towards any claim against Us. This payment is to be paid immediately upon You reporting a damage to Us.

7 Packing, Mode of Carriage, Subcontractors and Ancillary Services

- 7.1 **Standard Packing Services.** If you engage us to provide any Removal Services, we will:
- 7.1.1 Shrink wrap all items with doors, drawers; tables; and whitegoods (shrink wrap is provided free of charge);
 - 7.1.2 Use bubble wrap to protect all glass items/ items with glass and mirrors as well as paintings.
 - 7.1.3 Use protective covers or shrink wrap for mattresses, couches, chairs, lounges and other upholstery items;
 - 7.1.4 Take off and dispose of any wrap and covers at the end of the move; and
 - 7.1.5 Charge You for the time taken and materials to pack and unpack the Goods in the Standard Packing Services, in accordance with the price list that is current at the date of booking.
 - 7.1.6 Offer the zero excess on the Moveage Group Insurance Policy for items not excluded under clause 11.

UNLESS

- you specifically elect in writing for us not to provide our Standard Packing Services or
- you wish to exclude any item(s) from the standard packing service (if you exclude even one item the service is considered declined) or
- you have wrapped one or any amount of items yourself (if you wrap even one item yourself the service is considered declined and clause 11.5.6 applies)

In which event

- 7.1.7 You will be responsible for any loss or damage that occurs to the Goods and/or your premises as a result of the Goods being incorrectly or inadequately packed and prepared for transit; and
 - 7.1.8 If we are liable for a damage you will be required to contribute a \$250 payment towards any claim against Us. This payment is to be paid immediately upon You reporting a damage to Us.
- 7.2 **Mode of Carriage.** We shall be entitled to carry, or arrange for the carriage of, the Goods by any reasonable route as determined by Us (having regard to all the circumstances including the nature and destination of any other goods being carried on or in the conveying vehicle or container) and by any reasonable means, including, where We consider it necessary or desirable, by sea, rail or air, and for that purpose, as Your agent, to arrange for a Third Party Provider to effect such carriage by sea, rail or air.
- 7.3 **Consignment of Other Customers.** Unless it has been specifically agreed in writing by You and Us, We may utilise any space/volume/capacity on Our vehicles that is not occupied by Your Goods for consignments of Our other customers.

- 7.4 **Subcontractors.** We may use a Subcontractor or Subcontractors to undertake the whole or any part of the Services, but if We do so, We will continue to be responsible to You for the performance of the Services.
- 7.5 **Liability of Subcontractors and Employees.** Any provisions in this Agreement which limit Our liability also apply to Our Subcontractors and to Our employees and to the employees of Our Subcontractors. For the purposes of this subclause, We are, or are deemed to be, acting as agent or trustee on behalf of each of the persons referred to, and each of them shall to that extent be deemed to be parties to this Agreement.
- 7.6 **Ancillary Services.** We will or may, at Your request and as Your agent, arrange to have Ancillary Services undertaken by Third Party Providers, but We accept no liability, including liability for any loss or damage, arising out of the provision of Ancillary Services. However, if We arrange for a Third Party Provider to undertake carriage of the Goods by sea, rail or air, and the Goods suffer loss or damage at some time when they are either in Our possession or the possession of the Third Party Provider, and if We cannot establish, on a balance of probabilities, that the Goods were in the possession of the Third Party Provider when that loss or damage occurred, the Goods will be deemed to have been in Our possession at the time.

8 Completion, Delivery and Delays in Transit

- 8.1 **Delivery.** We shall not be bound to deliver the Goods except to You or a person authorised in writing by You to receive the Goods. If We cannot deliver the Goods either because there is no authorised person there to receive them on Our arrival, or because We cannot gain access to the premises (including your failure to make a (sufficiently long) lift booking if such booking is required), or for any other reason beyond Our control, We will be entitled to charge for wait time or unload the Goods into a warehouse/storage facility, and will be entitled to charge an additional amount for unloading and storage and for the subsequent re-delivery of the Goods.
- 8.2 **Weather.** We reserve the right to determine in Our absolute discretion that weather conditions are unsuitable for us to complete our Services, in which event We may elect to:
- 8.2.1 Wait for the unsuitable weather conditions to pass (in which event You will be charged for the amount of time that We are required to wait). Should you decide to cancel the Services instead of waiting for the unsuitable weather to pass, You will be charged for the Services undertaken up to the time of the cancellation, regardless of non-completion of the Services (in which event the minimum charges set out in clause 10.5 shall apply); or
 - 8.2.2 Complete the Services on the next suitable day; or
 - 8.2.3 Deliver the Goods (if Goods have been loaded onto one of Our trucks at the time that we determined that weather conditions are unsuitable) on the next suitable day. Should this occur, We will not charge you for overnight storage in the if the loaded truck has availability for redelivery the next day.
 - 8.2.4 However if we need to unload your items into storage additional charges will apply for unloading and reloading of your items.
- 8.3 **Long Moves.** While we use our best endeavours to complete a move with the resources originally booked and allocated, We reserve the right to:
- 8.3.1 Determine in Our sole discretion that the amount or nature of the Goods to be moved or the access at your premises requires one or more additional removalists and/or trucks and to retain the additional removalist(s) and/or arrange for the additional truck and charge you for the associated costs; or
 - 8.3.2 Determine in Our discretion (with such determination permitted to be made at any time without requiring prior notice to You) that a move cannot be completed in one day and elect to complete the Services on the next suitable day.
- 8.4 **Delay.** Delays caused by traffic conditions, road repairs, selection of route and vehicle break down are inherent in the furniture removal industry. We will not be liable for any loss, damage, extra cost or consequential loss as a result of Our transit being delayed for any reason beyond Our control.

9 Storage Conditions

- 9.1 **Additional Agreements.** When storing Your Goods with Us, in addition to ALL the terms and conditions in this document, you must read, adhere to and accept either the:
- 9.1.1 **Managed Storage Terms and Conditions and Agreement** – If You are storing with Us and Goods are being moved with Our trucks into one of Our storage facilities and We have access to Your Goods; or
 - 9.1.2 **Mobile Storage Terms and Conditions and Agreement** – If You are using one of Our Mobile Storage Services (Storing at our premises or Storing at Your premises) and We do not have access to Your Goods after they have been packed.
- 9.2 **Goods Taken to/from Other Storage Facility.** If We move any of Your Goods into or from a storage facility not operated by Us You must be present at loading/ unloading of the Goods at all times.

10 Charges and Payments

- 10.1 **Methods of Charging.** We may charge you by way any of the following methods:
- 10.1.1 Fixed-fee; or
 - 10.1.2 Hourly rates charged in 15 minute increments (including the time taken to process payment if payment takes longer than 10 minutes). (subject to clause 10.5); or
 - 10.1.3 A combination of fixed-fees and hourly rates (subject to clause 10.5), Plus any additional charges that we are entitled to render under this Agreement.
- 10.2 **Time for Payment.** Full Payment for Services rendered is due immediately following the completion of the Services before the vehicle(s) leave your premises.
- 10.2.1 **Moves into storage.** Part Payment for loading is due before the vehicle(s) leave(s) your premises and charges for completion of these services are due by the invoice due date on the invoice issued by accounts after your move into storage is completed. Please note invoices will be sent via email only.
 - 10.2.2 **Storage Fees** are payable monthly in advance. Unused storage upon move out will be refunded for any weeks not commenced.
 - 10.2.3 **Multiple vehicles.** If multiple vehicles are attending your job payment for each individual vehicle and the men on that particular vehicle is due before that vehicle leaves your premises. You will receive one invoice from each vehicle.
 - 10.2.4 **Services rendered over multiple days.** If services are rendered over multiple days a progress payment is due at the end of each day without exception.
 - 10.2.5 **Late fees.** You are liable for any additional cost(s) incurred by us, as a result of us having to recover overdue or outstanding monies from you (\$25 immediate admin fee, \$25 admin fee each commenced unpaid week, debt recovery fees including debt collection and court fees and interest if applicable)
- 10.3 **Method of Payment.** Payments are to be made by EFTPOS or credit card (credit card payments incur a 2.2% surcharge) or (mobile) internet banking/direct deposit (a screenshot of the receipt needs to be sent to accounts@moveage.com.au).
- 10.3.1 Storage Payments are to be paid by direct debit only.
 - 10.3.2 We do not accept cheques or cash.
 - 10.3.3 Accounts will not be issued under any circumstances unless arrangements have been made prior to the commencement of the Services.
- 10.4 **Start Time.** If we are loading your Goods out of our managed storage, then chargeable time will commence once loading into the truck commences. For all other moves, if charged on the basis of hourly rates:
- 10.4.1 If you request a commencement time that is outside of our usual business hours, not one of our regular arrival windows or if you request a specific arrival time

- within the arrival window that we have provided to you, or if you are moving out of storage with our mobile storage truck then chargeable time will commence when our truck leaves our depot; and otherwise
- 10.4.2 As soon as Our truck arrives at the pick-up address that you have specified. Please note this is when the truck FIRST arrives at your nominated address, not when a park has been found, not when you arrive or have been located or when paperwork is signed. All trucks are tracked by GPS and when the truck is located at your address chargeable time will start. It is your responsibility to have arranged adequate and legal parking for Our truck. Failure to make such arrangements may cause delays which you will be charged for. For gated communities start time is considered when the truck arrives outside the gated community, not at your unit number.
- 10.5 **Minimum Charges.** Unless agreed otherwise in writing between You and Us prior to the commencement of the Services, the following minimum charges apply:
- 10.5.1 If You have booked two removalists, 2 hours of the hourly rate and any applicable travel charges.
- 10.5.2 If You have booked more than 2 removalists, 5 hours of the hourly rate(s) and any applicable travel charges.
- 10.6 **Depot/Travel Charges.** Unless otherwise agreed in writing between You and Us prior to the commencement of the Services, depot/travel charges apply to all Services.
- 10.7 **Road Tolls.** You will be liable to pay for any road toll charges incurred throughout the provision of the Services.
- 10.8 **Packing Materials:** Packing Materials used are charged as per the current price list and not included in the fixed fee or hourly rates.
- 10.9 **Parking Charges:** It is your responsibility to arrange adequate and legal parking for Our truck(s) at all addresses. Customers are liable to pay for parking charges if no free parking is available. If no parking is available, We will charge you for the time that We must wait until a legal parking space can be arranged/found. We will not park illegally.
- 10.10 **Variation of Work Required and Delay.** If the Services You ultimately required varies from the Services for which a quote or estimate has been given, or if We are prevented from or delayed in undertaking the Services or any part thereof (except where that prevention or delay results from a factor within Our control), We will be entitled to make a reasonable additional charge. We will also be entitled to reimbursement from You of any amount which We have been required to pay to a third party (other than a Subcontractor) to obtain or effect delivery of the Goods.
- 10.11 **Settlements.** If there is one or more property settlements on the day that the Services are being provided, and such settlement/s causes a delay, You will be charged for any time that we are required to wait due to such delay.
- 10.12 **Alteration of Dates.** If a date for the performance by Us of any Services is agreed upon and You require that date to be altered or the Goods are not available on that date, We will be entitled to render a reasonable additional charge for any loss or additional expense occasioned by such alteration or unavailability.
- 10.13 **Cancellation.** If you cancel 48 hours or less before the agreed date and time for the provision of the Services, You must pay to Us the minimum charges as outlined in clause 10.5.
- 10.14 **Free Storage.** We provide free storage under the following conditions only:
- 10.14.1 It is a current special at the time of booking, and
- 10.14.2 All invoices including move into storage invoices and storage fees are paid on time by direct debit (any late/bounced payments and the free storage will be waived and the period provided free of charge initially will be invoiced
- 10.14.3 The move in and move out is completed with our removalist team and truck.
- 10.15 **Handling Fee.** If a move out of our storage facility is not completed by our trucks and team a fixed handling fee will apply.
- 10.16 **Redelivery out of storage** will only commence if all invoices have been paid in full.
- 10.17 **Payment by Third Party.** If You arrange with Us or instruct Us that Our charges are to be paid by a third party, and if that party does not pay the charges within 14 days of the date set for payment or, if no date is set for payment, within 14 days of the date of invoice, You agree to thereupon pay the charges.
- 10.18 **Default Charges.** If amounts are outstanding from You to Us for more than 30 days, We will be entitled to charge interest at the ANZ Bank's maximum personal overdraft interest rate for amounts not exceeding \$100,000, calculated on monthly rests.
- 10.19 **Recovery and Legal Costs.** You indemnify us for any additional cost(s) incurred by Us, as a result of Us having to recover overdue or outstanding monies from You, including our legal costs on an indemnity basis.
- 10.20 **Contractual Liens.** All Goods received by Us will be subject to a general lien for any moneys due by You to Us relating to any Services provided under this Agreement or any other agreement. Without prejudice to any other rights which We may have under this Agreement or otherwise at law, if any amounts have been outstanding for a period of 26 weeks, We may give 28 days' written notice to You of intention to sell, and if the outstanding amount is not paid within that period, We may SELL ALL OR ANY OF THE GOODS and exercise any other rights We have relating to the sale of the Goods and apply the net proceeds in satisfaction of the amount due.
- 11 Liability for Loss or Damage**
- 11.1 **Australian Consumer Law.** Except where the Services are required by You for the purposes of a business, trade, profession or occupation in which you are engaged, this Agreement will be subject to the guarantees set out in sections 60, 61 and 62 of the Australian Consumer Law (as enacted as Schedule 2 of the *Competition and Consumer Act 2010* (Cth)) being, in particular, a guarantee that the Services will be rendered with due care and skill and the following conditions of this clause 11 shall apply.
- 11.2 **This Agreement in Addition to Australian Consumer Law.** This Agreement is in addition to any other rights or remedies that you may have under the Australian Consumer Law. Those additional remedies remain to the extent that they cannot be excluded. To the extent that they can be excluded they are. Where they cannot be excluded then such rights and remedies are modified to the extent permitted by law.
- 11.3 **Beyond Our Control.** We will not be liable for any loss or damage nor any delay which results from any cause beyond Our control, including any loss or damage occurring in the course of the provision of Ancillary Services by Third Party Providers. We will not be liable for loss or damage to the Goods caused or contributed to by You or someone else that We are not responsible for at law.
- 11.4 **Negligence.** We will only be liable for the proportion to which the loss or damage to the Goods is caused by or contributed to by Our negligence (including the negligence of any Subcontractor, but excluding the negligence of any Third Party Provider).
- 11.5 **Exclusions from Liability for Damage to Goods.** In addition to any exclusion contained elsewhere in this Agreement, we will not be liable for damage to the following items:
- 11.5.1 **Identified Risks.** Where in our view the existing condition / circumstances of any of the Goods indicate that damage to the Good might be unavoidable (despite using due care and skill in dealing with the Good), then before dealing with the Good we will notify You and list that item in the move documentation. If You instruct or direct Us to move the Good notwithstanding this listing/notification, and loss or damage is caused to the Good, then We will not be liable.
- 11.5.2 **Inherent Risk.** Certain Goods (including electrical and mechanical appliances, LED lights, printers, scales and computer equipment, scientific instruments, musical instruments, pressed wood and flat packed furniture, plant pots, terracotta, ceramic, porcelain, stone, marble, granite and glass items) are inherently susceptible to suffer damage or disorder upon removal no matter how carefully they are handled. We will not be liable for any damage caused to such Goods..
- 11.5.3 **Lost, Stolen or Misplaced Goods.** If We (and/or Our Subcontractor) have not packed the Goods for You, We will not be liable for lost, stolen or misplaced Goods. This
- exclusion of Our liability to You does not apply if You instructed Us to undertake an inventory prior to the commencement of transit or storage, and there is evidence that We (or Our Subcontractor) failed to reasonably secure the Goods whilst they were in Our custody or care.
- 11.5.4 **Unknown Risks.** Where loss or damage to the Goods arises from conditions or things which are not known to Us and should not have been reasonably known by Us (for example from a defect to either goods or property that is not immediately obvious), then We will not be liable to any loss or damage to the Goods caused by the unknown condition.
- 11.5.5 **Unavoidable Risks.** Where moving an item (such as pot plant or fish tank) can cause unavoidable damage due to the nature of that item.
- 11.5.6 **Not our Packaging/Packing.** Where packed goods have not been packed by Us or a Subcontractor, We will not be liable. This includes (but is not limited to) contents of cardboard boxes and other containers, as well as items that have been covered by protective (plastic) covers or shrink wrap by You.
- 11.5.7 **Our wrapping.** We will take off and dispose of the wrap and covers that We applied during the move at the end of the move. We will not be liable for any damages to these items if you decline this service.
- 11.5.8 **Dismantling and Re-Assembly of Goods.** Part of the Services may require the dismantling of Goods and their re-assembly. At Your request We may (at Our discretion) dismantle or re-assemble the Goods but accept no responsibility for any damage or loss occurring as a result. We do not guarantee reassembly of Goods upon delivery, and will charge You for the time it takes to dismantle or re-assemble any Goods, regardless of non-completion of re-assembly.
- 11.5.9 **Plumbing Fixtures.** Part of the removal may require the disconnection of plumbing fixtures (washing machines, dishwashers, fridges etc.) and their reconnection. At your request We may do so but accept no responsibility for any damage or loss occurring or resulting. We do not guarantee reconnection, and will charge for the time it takes regardless of non-completion.
- 11.5.10 **Electrical Goods.** We will not be liable if internal damage to electrical Goods occurs where we have caused no external damage.
- 11.5.11 **Awkward Access.** If You request Us to seek to move Goods (which include but are not limited to fridges, large cabinets, beds and couches) through Awkward Access conditions, and we choose to seek to move those Goods (notwithstanding our right under this Agreement to refuse to do so), then We will not be liable for any loss or damage to the Goods or to any other property as a result of seeking to move those Goods. You indemnify Us in relation to any such claim by a third party for loss or damage.
- 11.5.12 **Adverse/Wet Weather Conditions.** In addition to any other provision of this Agreement regarding unsuitable weather conditions, If We (removalists on site and Moveage Group Management) deem it safe for our employees to continue a move during adverse/wet weather conditions you can decide to wait for all adverse weather to pass or to continue with the move. If you continue with the move in order to reduce chargeable time we will not be liable for any damages to your items or general property as the risk is much higher than usual for damages to occur during adverse/wet weather conditions.
- 11.5.13 **Assistance by Customers.** We will not be liable in the event that You or any person associated with You ("Your associate") assist with any aspect of moving Goods and damage is caused to any Goods/ during assistance. Should You or Your associate assist with moving any Goods, You and Your associates do so entirely at Your own risk. You and Your associates do not assist with the move as Our employee, contractor, volunteer or otherwise. At all times You must, and must ensure that You and Your associates:
- Never enter the truck, step on the walkway or move items into the truck;
 - Adhere strictly to any instructions given by the removalists; and
 - Not participate in any team/multiple person lifts and stay clear of any hydraulic lifting, loading ramps at all times.
- You indemnify Us against any loss or damage which We may become liable for, including damage, death or injury, including loss or damage to Our equipment arising out of assistance provided by You or Your associates.
- A maximum of two customers (the same 2) for the entire move are allowed to assist with the move.
- 11.6 **Commercial Removals and Storage.** If the Services are required by You for the purposes of a business, trade, profession or occupation in which You are engaged, We will only be liable for the proportion to which the loss or damage to the Goods is caused by or contributed to by Our negligence (including the negligence of any Subcontractor, but excluding the negligence of any Third Party Provider), and in any event that liability will be limited to \$100 per item or package, or \$1,000 in respect of all Goods moved or stored under this Agreement (whichever is the lesser). We will not be liable for any loss or damage occurring in the course of the provision of Ancillary Services by a Third Party Provider, any loss or damage or any delay which results from any cause beyond Our control; loss or damage resulting from inadequate or improper packing or unpacking unless the Goods damaged or causing damage were both packed and unpacked by Us; loss or damage to jewellery, watches, money or negotiable instruments; or electrical or mechanical derangement to Goods and under no circumstances will We be responsible for any loss or damage involving the restoration or reconstruction of information or data or any item of so called consequential loss.
- 11.7 **Notification of Loss or Damage.** You must report any damage before completion. As the existing condition of the Goods are subject to verbal agreement You must inspect all the Goods as they are unloaded and/or relocated and any damage considered to have been caused by Us must be listed on the move documentation before signing. No claims will be accepted for any damage discovered after We have left the move except where We have pre-packed Your small items into boxes. Where this is the case, any damage to any items contained in the boxes packed by Us must be reported to Us within 48 hours of the completion of Our Services. Further, where such damage is discovered the broken goods are to be left as found and no further unpacking of the relevant container is to occur and We are to be immediately contacted.
- 11.8 **Repair Damage.** If we are liable under this Agreement or by law, We will repair damaged Goods to as near as possible to the condition prior to the damage occurring and these repairs will be arranged by Us by a qualified and reputable repairer. No responsibility is accepted for any other losses whatsoever including any consequential loss or loss of value as a result of the repairs.
- 11.9 **Option to Compensate.** In lieu of repairing Goods we have the option to compensate You to the value of the damaged Goods prior to the damage occurring, this means what the item would have been worth on the market on the day of the move prior to the damage occurring. The Moveage Group Policy is not a New for Old Policy and it cannot take sentimental value into account. Please take this into account when considering if you should take out your own policy as new for old policies are available to the public. If that value cannot be agreed on between Us and You, it shall be assessed by an independent valuer chosen between Us and You and if we cannot agree, chosen by the president for the time being of the Law Institute of Queensland (or any replacement body). The cost of the valuer shall be borne by the party whose value differs most from the valuer's.
- 11.10 **Vehicle Damaged.** In the event that damage to Goods arises from the transport vehicle being damaged by flood, fire, collision or overturning and We are compensated by Our insurer for the damage to Your Goods, Your compensation will be limited by the amount of Our insurance payment.

- 11.11 **Sets.** Where an item is part of a pair, set, suite or collection of items, repair or compensation shall extend only to the proportionate part of the pair, set, suite or collection of items, regardless of any special value the damaged or lost part may have as part of such pair, set, suite or collection of items.

12 Liability for Loss or Damage Other than Goods

- 12.1 Because Third Party Providers or others are frequently present at the time of collection or delivery it is not always possible to establish who was responsible for loss or damage. Therefore Our liability is limited as follows:
- 12.1.1 If We cause loss or damage to premises or property other than Goods for removal as a result of Our negligence or breach of contract, Our liability shall be limited to making good the damaged area only; and
- 12.1.2 If We cause damage as a result of moving Goods under Your express instruction, against Our advice, and where moving the Goods in the manner instructed is likely to cause damage, We shall not be liable.

13 Insurance

- 13.1 The onus is on You to obtain adequate insurances to cover loss or damage to Your goods.
- 13.2 If We, in discharge of any liability, make payment of any amount to You in respect of loss of, damage to, or delay in delivery of the Goods, you hereby assign to Us all rights which You have under any policy of insurance to recover that amount and You hereby appoint Us as your attorney with full power in Your name to claim and recover that amount and You will execute all documents and provide all information as may be necessary to enable us to obtain the full benefit of this clause.

14 Staff Abuse

Verbal or threatening behaviour towards any of Our employees will not be tolerated and will constitute a material breach of this Agreement. We reserve the right to refuse to or cease providing Our Services at any time in such a circumstance. If We are forced to leave the job and cease providing Services because of verbal or any other abuse from You, You will still be liable to pay for all Services rendered up to the time of cessation (which is subject to the minimum charges set out in this Agreement).

15 Disputes

- 15.1 **Notification of Dispute.** If You or We consider that a dispute has arisen in relation to this Agreement (either during the Services, or after they have been completed), written notice of the dispute will be given to the other party. Even if that notice is given, You and We must continue to perform any obligations outstanding by Us under the agreement.
- 15.2 **Dispute Resolution.** If You and We cannot resolve the dispute between Us, You are entitled to refer the dispute to the Australian Furniture Removers Association (telephone 1800 671 806) which has procedures for dispute resolution, and We, but not You, will be bound by the outcome of that referral.

16 Variation and Notice

- 16.1 **Variation.** This Agreement cannot be varied other than by Your and Our mutual consent in writing. Our consent can only be given by a director.
- 16.2 **Notice.** Any notice to be given by Us to You may be given personally or by prepaid post addressed to Your address last known to Us, or by electronic mail.
- 16.3 **Applicable Law.** The law which governs this Agreement will be the law applicable in Queensland.

TERMS AND CONDITIONS of AGREEMENT FOR MANAGED STORAGE

STORAGE:

1. The Storer:
 - a) may store Goods in the Space allocated to the Storer by the Facility Owner ("FO"), and only in that Space;
 - b) has knowledge of the Goods in the Space;
 - c) warrants that they are the owner of the Goods in the Space, and/or are entitled at law to deal with them in accordance with all aspects of this Agreement.
2. The FO:
 - a) is a bailee of the Goods (which includes all Goods stored in the Space at any given time) and
 - b) has a general lien over all Goods until the FO receives payment of any sum due to it. If the FO does not receive payment within 6 months after payment is due, the FO may, subject to the PPSA and other terms of this Agreement including Clause 6, sell the Goods by public auction or private treaty, and/or return the Goods to the Storer's last known address ("Redeliver"), and/or dispose of the Goods.

FEES, COST AND EXPENSES:

3. The Storer must upon signing the Agreement pay to the FO.:
 - a) the Deposit (which, when applicable, will be refunded within 30 days of termination of this Agreement) and/or (b) the Administration Fee.
4. The Storer is responsible to pay:
 - b) the Storage Fee being the amount indicated in this Agreement or the amount notified to the Storer by the FO from time to time. The Storage Fee is payable in advance and it is the Storer's responsibility to make payment directly to the FO on time, and in full, throughout the period of storage. Any Storage Fees paid by direct deposit/direct credit ("Direct Payment") will not be credited to Storer's account unless the Storer identifies the Direct Payment clearly and as directed by the FO. The FO is indemnified from any claim for enforcement of the Agreement, including the sale or disposal of Goods, due to the Storer's failure to identify a deposit.
 - c) the Cleaning Fee, as indicated on the front on this Agreement, is payable at the FO's reasonable discretion.
 - d) a Late Payment Fee, as indicated on the front of this Agreement, which becomes payable each time a payment is late.
 - e) any reasonable costs or expenses incurred by the FO in collecting late or unpaid Storage Fees, maintaining the Goods, selling the Goods in enforcement of lien, or in enforcing this Agreement in any way, including but not limited to postal, telephone, debt collection, advertising, personnel and/or the default action (including legal costs on client/solicitor basis) costs.
5. The Storer will be 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.

DEFAULT:

6. Notwithstanding Clause 23, and subject to clause 6 b), the Storer acknowledges that, in the event of the Storage Fee or any other moneys owing under this Agreement, not being paid in full within six (6) months of the due date, the FO may enter the Space, by force or otherwise, retain the Deposit, redeliver the Goods to the last advised address of the Storer, and/or sell or dispose of any Goods in the Space on such terms that the FO may determine ("Default Action"). For the purposes of the Personal Properties Securities Act 2009, the FO is deemed to be in possession of the Goods from the moment the FO accesses the Space. The Storer consents to and authorises the sale or disposal of all Goods regardless of their nature or value. The FO may also require payment of Default Action costs, including any costs or Expenses associated with accessing the Storer's Space, maintaining the Goods, redelivery of the Goods, disposal and/or sale of the Storer's Goods. In the event that the Storer has more than one Space, default on any Space authorises the FO to take Default Action against all Spaces. Any excess funds will be returned to the Storer within 6 months of the sale of goods. In the event that the Storer cannot be located, excess funds will be deposited with the Public Trustee or equivalent authority. In the event that the Storer has more than one Space with the FO, default on either Space authorises the FO to take Default Action against all Spaces.
 - f) At least 14 days before the FO can take any Default Action the FO will provide the Storer with Notice that the Storer is in Default. The FO will provide the Storer with reasonable time to rectify the Default before any Default Action is taken.
 - g) If the FO reasonably believes it is a health and safety risk to conduct an inventory of Goods in the Space, subject to the FO providing the Storer with reasonable prior notice to pay outstanding moneys and collect the Goods, the FO may dispose of some or all of the Goods without undertaking an inventory. Further, due to the inherent safety risks in relation to undertaking any sale or disposal of Goods whereby the FO must handle the Storer's Goods, the FO need not open or empty bags or boxes to undertake an inventory or assess the contents therein. And may elect to instead dispose of all bagged and/or boxed items without opening them.

RIGHT TO DUMP:

7. If, in the reasonable opinion of the FO a defaulting Storer's Goods are either not saleable, fail to sell when offered for sale, may pose a health risk to staff or the public if handled, or are not of sufficient value to warrant the expense of attempting to sell, the FO may dispose of all Goods in the Storer's Space by any means.
8. Further, upon Termination of the Agreement (Clause 23) by either the Storer or the FO, in the event that a Storer fails to remove all Goods from their Space or the Facility the FO is authorised to dispose of all Goods by any means 7 days from the Termination Date, regardless of the nature or value of the Goods. The FO will give 7 days' notice of intended disposal.
9. Any items deemed left, in the FO's reasonable opinion unattended in common areas or outside the Storer's Space at any time may, at the FO's reasonable discretion be sold, disposed, moved or dumped immediately and at the expense and liability of the Storer.

ACCESS AND CONDITIONS:

10. The Storer
 - a) has the right to access their Goods during Access Hours as posted by the FO and subject to the terms of this Agreement;
 - b) must not store any Goods that are dangerous, hazardous, illegal, stolen, inflammable, explosive, environmentally harmful, perishable or that are a risk to the property of any person;
 - c) must not store items which are irreplaceable, such as currency, jewellery, furs, deeds, paintings, curios, works of art, items of personal sentimental value and/or any items that

- are worth more than \$2000AUD in total unless they are itemised and covered by insurance;
- d) will use the Space solely for the purpose of storage and shall not carry on any business or other activity in the Space;
- e) must not attach nails, screws etc. to any part of the Space, 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 FO's consent; in the event of uncleanliness or damage to the Space or Facility the FO will be entitled to retain the Storer's deposit, charge a Cleaning fee, and/or full reimbursement from the Storer to the value of the repairs required;
- f) will be solely responsible for the securing of the Space and shall so secure the Space at all times when the Storer is not in the Space in a manner reasonably acceptable to the FO, and where applicable will secure the external gates and/or doors of the Facility. The Storer is not permitted to apply a padlock to their Space in the FO's overlocking position, and the Storer may have any such padlock forcefully cut off at the Storer's expense;
- g) cannot assign this Agreement;
- h) must give Notice to the FO in writing of the change of address, phone numbers or email of the Storer or the Alternate Contact Person ("ACP") within 48 hours of any change;
- i) grants the FO entitlement to discuss any default by and any information it holds regarding the Storer with the ACP registered on the front of this Agreement. Further, where the FO reasonably believes that the Storer is unwilling or unable to remove Goods from the Space upon termination or default of the Agreement, despite reasonable notice under these terms, the Facility Owner may allow the ACP to remove the Goods on such terms as agreed between the FO and the ACP without the need for further consent from the Storer.
- j) must not apply a padlock to their Space to which the FO does not have a key or the ability to unlock. Any such lock will be forcefully removed at the Storer's expense;
- k) is solely responsible for determining whether the Space is appropriate and suitable for storing the Storer's Goods, having specific consideration for the size, nature and condition of the Space and the Goods.
- l) must ensure their Goods are free of food scraps and are not damp when placed into storage.

11. In addition to clause 6, the FO has the right to refuse access to the Space and/or the Facility by the Storer where money is owing by the Storer to the FO, where a formal demand for payment of such money has been made.
12. The FO will not be liable for any loss or damage suffered by the Storer resulting from any inability to access the Facility or the Space.
13. The FO reserves the right to relocate the Storer to another Space under certain circumstances, including but not limited to unforeseen extraordinary events or redevelopment of the Facility.
14. The FO may dispose of the Storer's Goods in the event that Goods are damaged due to fire, flood or other event that has rendered Goods, in the reasonable opinion of the FO, severely damaged or dangerous to the Facility, any persons, or other Storers and/or their Goods. The FO does not need the prior approval of the Storer to take this action but will send Notice to the Storer within 7 days of taking this action. Where practicable, the FO will provide the Storer with reasonable Notice and an opportunity to review the Goods before the Goods are disposed of.
15. The Storer acknowledges that it has raised with the FO all queries relevant to its decision to enter this agreement and that the FO has, prior to the Storer entering into this Agreement, answered all such queries to the satisfaction of the Storer. The Storer acknowledges that any matters resulting from such queries have, to the extent required by the Storer and agreed to by the FO, been reduced to writing and incorporated into the terms of this Agreement.
16. The Storer is responsible (and must pay) for loss or damage caused by a third party who enters the Space or the Facility at the request, direction, or as facilitated by the Storer (including provision of gate key code or swipe card).
17. No failure or delay by the FO to exercise its rights under this Agreement will operate to waive those rights.

RISK AND RESPONSIBILITY:

18. The FO's services come with non-excludable guarantees under consumer protection law, including that they will be provided with due care and skill. Otherwise, to the extent permitted by law, the Goods are stored at the sole risk and responsibility of the Storer who shall be responsible for any and all theft, damage to, and deterioration of the Goods, and shall 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.
19. Where loss, damage or injury is caused by the Storer, the Storer's actions or the Storer's Goods, the Storer agrees to indemnify and keep indemnified the FO from all claims for any loss of or damage to the property of, or personal injury to or death of the Storer, the Facility, the FO or third parties resulting from or incidental to the use of the Space by the Storer, including but not limited to the Storage of Goods in the Space, the Goods themselves and/or accessing the Facility
20. Certain laws may apply to the storage of goods including criminal, bankruptcy, liquidation and others. The Storer acknowledges and agrees 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. Such liability and responsibility rests with the Storer, and includes any and all costs resulting from such a breach.
21. If the FO reasonably believes that the Storer is not complying with any relevant laws the FO may take any action the FO believes necessary, including but not limited to the action outlined in clauses 22 and 24, contacting, cooperating with and/or submitting Goods to the relevant authorities, and/or immediately disposing of or removing the Goods at the Storer's expense, including where in the FO's reasonable opinion the Storer is engaging in illegal activity in relation to the storage of the Goods. No failure or delay by the FO to exercising its rights under this Agreement will operate to waive those rights.

INSPECTION AND ENTRY BY THE FO:

22. The Storer acknowledges that the FO has the right to access the Space and may access the Space for any purpose, including the deposit or retrieval of Goods on the Storer's specific, general or implied instructions, in the event of emergency, (that is where property, the environment or human life is, in the reasonable opinion of the FO, threatened), to allow inspection or seizure by relevant authorities, for the purpose of general inspection of the Space or the Goods, or any other purpose the FO believes necessary for the enforcement of this Agreement or the operation of the Facility.
23. The Storer agrees that in circumstances where the FO reasonably suspects a breach of the law or damage to the Facility, the FO may use a microprobe or other CCTV camera to view the inside of the Space and any footage obtained which evidences a breach of the Agreement or the law may be relied upon by the FO to take any action authorised under this Agreement, including terminating the Agreement and/or cooperating with law enforcement agencies and other authorities.

NOTICE:

24. Notice will usually be given by email or SMS, or otherwise will be left at, or posted to, or faxed to the address of the Storer. In relation to the giving of Notice by the Storer to the FO, Notices must actually be received to be valid. In the event of not being able to contact the Storer, Notice is deemed to have been given to the Storer by the FO if the FO has sent Notice to the last notified address or has sent Notice via any other contact method, including by SMS or email to the Storer or the ACP without any electronic 'bounce back' or similar notification. In the event that there is more than one Storer, Notice to or by any single Storer is agreed to be sufficient for the purposes of any Notice requirement under this agreement. Further, the Storer and the FO agree that the FO may but is not obliged to give notice of any proposed sale in enforcement of a lien arising in relation to this Agreement in a newspaper distributed throughout the state and/or nationally and may include the Storer's name for this purpose.

TERMINATION:

25. Once the initial fixed period of storage has ended, either party may terminate this Agreement by giving the other party Notice as indicated on the front of this Agreement. In the event of activities reasonably considered by the FO to be illegal or environmentally harmful activities on the part of the Storer the FO may terminate the Agreement without giving prior Notice. The FO is entitled to retain or charge a portion of the Deposit or storage fees if less than the requisite Notice is given by the Storer. Upon termination the Storer 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 FO on the date specified. In the event that Goods are left in the Space after the Termination Date, clause 8 will apply. The Storer must pay any outstanding money and any expenses on default or other money owed to the FO up to the date of termination, or Clauses 6, 7 and/or 8 may apply. Any calculation of the outstanding Fees will be by the FO. If the FO enters the Space for any reason and there are no Goods stored therein, the FO may terminate the Agreement without giving prior Notice, but the FO will send Notice to the Storer in writing within 7 days.

26. The Parties' 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.

PERSONAL PROPERTY SECURITIES:

27. In this clause "PPSA" means the Personal Property Securities Act 2009 and any Regulations as amended from time to time. For the purposes of this Agreement the terms used in clauses 16, 17, 18, 19 and 20 have the same meaning as contained in the PPSA.

28. The FO's lien over the Goods 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 (as defined in the PPSA) created in the Goods pursuant to this Agreement. This includes, but is not limited to:
 - i. providing details of any item of collateral sufficient 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;
 - 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;
- c) not claim nor exert any right of possession over the Goods in any manner contrary to the FO's lien or right to possession of the Goods

29. 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.
- b) the FO and Storer agree to contract out of and nothing in the provisions of sections 96, 125, 129, 142 and 143 of the PPSA shall apply to this Agreement.

30. 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 are mandatory or the FO agrees to their application in writing;
- b) where the FO has rights in addition to those in Chapter 4 of the PPSA, those rights will continue to apply.

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

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

SEVERANCE:

33. 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 the Agreement.