

Delteen Pty Ltd (ACN 008 914 476)

as trustees for The Packard Hair Family Trust, trading as Old Broadwater Farm Group

A. STORER DETAILS

Name/Business/Company:			
Ms/Mrs/Mr (Circle):	First Name:	Last Name:	
Home/Business Address:			
Postal address:			
Home Phone:		Work Phone:	
Mobile:		Email:	
Vehicle Make:		Reg. No.	
Vehicle Colour:			
ID Type:		ID No.	

SECONDARY CONTACT PERSON

Ms/Mrs/Mr (Circle)	First Name:	Last Name:	
Home address:			
Home Phone:		Mobile:	
Email:			

Please inform us immediately in writing if your address or contact numbers (or those of your alternate person) change

B. STORAGE DETAILS

Location: _____.

Storage period from ___ / ___ / ___ to ___ / ___ / ___ and then extended automatically until 14 days' notice is given by either party ("Term")

C. STORAGE COSTS

Deposit:	\$	Storage fee:	\$	per week / month
Key Deposit:	\$			
Total Deposit:	\$			
Cleaning fee: (Y / N)	\$ 50.00	Power fee: (Y / N)	\$ 10.00	per month
Payment Interval:		Administration fee:	\$ 50.00	Late fee: \$ 15.00

All fees are GST inclusive except for the deposit and the late fee. Payment due on commencement date.

TERMS AND CONDITIONS

INTERPRETATION

This agreement is governed by the laws of Western Australia and the parties submit to the non- exclusive jurisdiction of the courts of that state.

In the interpretation of this agreement:

- a) References to legislation or provisions of legislation include changes or re-enactments of the legislation and statutory instruments and regulations issued under the legislation;
- b) Words denoting the singular include the plural and vice versa, words denoting individuals or persons include bodies corporate and vice versa, references to documents or agreements also mean those documents or agreements as changed, novated or replaced, and words denoting one gender include all genders;
- c) Grammatical forms of defined words or phrases have corresponding meanings;
- d) Parties must perform their obligations on the dates and times fixed by reference to the capital city of Western Australia;
- e) Reference to an amount of money is a reference to the amount in the lawful currency of the Commonwealth of Australia;
- f) If the day on or by which anything is to be done is a Saturday, a Sunday or a public holiday in the place in which it is to be done, then it must be done on the next business day;
- g) References to a party are intended to bind their executors, administrators and permitted transferees; and
- h) Obligations under this agreement affecting more than one party bind them jointly and each of them severally.

DEFINITIONS

- 1. **Access Times** means 6:00 AM – 10:00 PM;
- 2. **Administration Fee** means the amount expressed in part “C” of this Agreement, applicable for lease terms less than 3 months, and applied for early termination of this Agreement by the Tenant;
- 3. **Cleaning Fee** means a levy chargeable at the discretion of the Storage Facility for cleaning of the Location, expressed in part “C” of this agreement, should the Tenant not return the Unit in a reasonably clean condition.
- 4. **Default** means the Storer’s breach of the terms of this Agreement including but not limited to the failure to pay fees;
- 5. **Deposit** means the amount expressed in part “C” of this Agreement;

6. **Goods** means items stored by the Storer at the Location that are NOT hazardous, illegal, stolen, flammable, explosive, environmentally harmful, perishable, pose a risk to the Facility or other persons, or prejudicially affects the amenity of the locality due to the omission of light, noise, vibration, electrical interference, smell, fumes, smoke, steam, soot, ash, dust, grit, oil, liquid wastes or waste products;
7. **Late Fee** means a levy chargeable at the rate prescribed in part “C” of this Agreement for late payment of the Storage Fee;
8. **Location** means the space allocated to the Storer identified in part “B” of this Agreement;
9. **Notice** means communication by email, SMS, postal or fax in writing. Notice is deemed to have been provided by the Storage Facility if such Notice has been sent to the last known address of the Storer or SMS or email where there has been no electronic notification of return.
10. **Payment Interval** means the frequency of payment of the Storage Fee as prescribed in part “C” of this Agreement
11. **Power Fee** means the fee levied for access to a power supply within the unit as identified in part “C” of this Agreement.
12. **Storage Facility**, or **Facility** means Delteen Pty Ltd as trustee for The Packard Hair Family Trust trading as OBF Group;
13. **Storage Fee** means the fee charged by the Storage Facility to the Storer and payable by the Storer, by direct debit or credit for the storage of Goods at the Location, at the rate prescribed in part “C” of this Agreement
14. **Storer** means the person or entity identified in part “A” of this Agreement;
15. **Term** means the storage period as expressed in part “B” of this Agreement;

STORAGE

1. The Storer:
 - a) may store Goods in the Location allocated to the Storer;
 - b) has knowledge of the Goods in the Location;
 - c) warrants that they are the owner of the Goods in the Location, and/or are entitled at law to deal with them in accordance with all aspects of this Agreement.
2. The Storage Facility:
 - a) does not have and will not be deemed to have knowledge of the Goods;
 - b) is not a Bailee nor a warehouseman of the Goods and the Storer acknowledges that the Storage Facility does not take possession of or risk for the Goods

FEES

3. The Storer must at the execution of this Agreement pay to the Storage Facility:
 - a) the Deposit (which may be refunded within 30 days of the termination of this Agreement) and/or;
 - b) the Administration Fee.
4. The Storer is responsible to pay:

- a) the Storage Fee, as stated in part “C’ of this document. The Storage Fee is payable at the agreed payment interval in advance in full, throughout the term. Any Storage Fees paid will not be credited to the Storer’s account unless the Storer identifies the payment clearly and as reasonably directed by the Storage Facility. The Storage Facility is indemnified from any claim for enforcement of the Agreement, including the sale or disposal of Goods, due to the Storer’s failure to correctly identify payment;
 - b) the Cleaning Fee, as stated in part “C” of this Agreement is payable at the Storage Facilities discretion;
 - c) the Late Payment Fee, as stated in part “C” of this Agreement is payable each time a payment is late;
 - d) the Deposit, as stated in part “C” of this Agreement. The Deposit is payable upon execution of this Agreement, and is held by the Storage Facility for the duration of the Term and any extension thereof unless drawn upon or retained by the Storer under any clause of this Agreement;
 - e) the Key Deposit, as stated in part “C” of this Agreement. The Key Deposit is payable upon collection of the Key or Remote Access Device, and is held by the Facility until the Key or Device is returned to the facility in good condition and working order at the Termination of this Agreement. If the Storer loses or damages the key and requires a replacement, a new key will be provided on request of the Storer and at the Storer’s cost equivalent to the Key Deposit amount, to be paid to the Facility upon collection.
 - f) The Administration Fee, as stated in part “C” of this Agreement. The Administration Fee is applicable for a lease Term less than 3 months.
 - g) any reasonable costs incurred in the Storage Facility collecting late or unpaid Storage Fees, or in enforcing this Agreement in any way.
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 to this Agreement.

DEFAULT

- 6.
- a) Notwithstanding clause 21 and subject to sub-clause 6 (b), the Storer acknowledges that, in the event of a Default being un-remedied in full within 30 days, the Storage Facility may enter the Location, by force or otherwise, retain the Deposit and/or sell or dispose of any Goods in the Location on such terms that the Storage Facility may determine (“Default Action”). For the purposes of the (Personal Properties Securities Act 2009), the Storage Facility is deemed to be in possession of the Goods from the moment the Storage Facility accesses the Location for the purposes of taking action for Default. The Storer consents to and authorises the sale or disposal of all Goods regardless of their nature or value. The Storage Facility may also require payment of Default costs, including any costs associated with accessing the Storer’s Location and disposal or sale of the Storer’s Goods. Any excess funds from such action will be returned to the Storer within 6 months of the sale of the 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 Location with the Storage Facility, un-remedied Default on any Location authorises the Storage Facility to take Action against all Locations.
 - b) At least 14 days before the Storage Facility takes any Default Action, the Storage Facility will provide the Storer with Notice that the Storer is in Default. The Storage Facility will provide the Storer with reasonable time to rectify the Default before any Default Action is taken.

- c) In the event of Default, the Storage Facility may refuse access to the Location or the Storage Facility.

RIGHT TO DISPOSE

- 7. If, in the reasonable opinion of the Facility, 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 Storage Facility may dispose of all Goods in the Storer's Location by any means.
- 8. Further, upon Termination of the Agreement by either the Storer or the Facility, in the event that a Storer fails to remove all Goods from their Location or the Storage Facility, the Storage Facility 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 Storage Facility will give 7 days' notice of intended disposal.
- 9. Any Goods left unattended in common areas or outside of the Storer's Location at any time may at the Facilities reasonable discretion be sold, disposed, moved or dumped immediately and at the expense and liability of the Storer.

USE OF LOCATION

- 10. The Storer:
 - d) has the right to access the Location during Access Times as posted by the Storage Facility and subject to the terms of this Agreement;
 - e) will be solely responsible for the securing of the Location and shall so secure the Location at all times when the Storer is not in the Location in a manner reasonably acceptable to the Facility, 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 Location in the Facility's overlocking position or any other position external to the Location, and the Storer may have any such padlock forcefully removed at the Storer's expense;
 - f) will use the Location solely for storage and shall not carry on any business or other activity in the Location;
 - g) must not attach nails, screws or adhesives to any part of the Location, must maintain the Location by ensuring it is clean and in a state of good repair, and must not damage or alter the Location without the Facilities consent: in the event of uncleanliness of or damage to the Location of the Storage Facility the Storage Facility will be entitled to retain the Storer's Deposit, charge a Cleaning Fee, and/or full reimbursement by the Storer to the value of the repairs and/or cleaning;
 - h) cannot assign this Agreement;
 - i) must give Notice of the change of address, phone numbers or email address of the Storer or the Secondary Contact Person ("SCP") within 48 hours of any change;
 - j) grants the Storage Facility entitlement to discuss any default by and any information it holds regarding the Storer with the SCP registered on the front of this Agreement;
 - k) is solely responsible for determining whether the Location is appropriate and suitable for storing the Storer's Goods, having specific consideration for the size, nature and condition of the Location and Goods. The Storage Facility will not be liable for any loss or damaged suffered by the Storer resulting from any inability to access the Storage Facility or the Location.

11. The Storage Facility reserves the right to relocate the Storer to another Location under certain circumstances, including but not limited to unforeseen extraordinary events or redevelopment of the Facility.
12. The Storage Facility 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 Storage Facility, severely damaged or dangerous to the Facility, any persons, or other Storer's and/or their Goods. Where practicable, the Storage Facility will provide the Storer with reasonable Notice and an opportunity to review the Goods before the Goods are disposed.
13. The Storer acknowledges that it has raised with the Storage Facility all 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 Facility, been reduced to writing and incorporated into the terms of this Agreement.

RISK AND RESPONSIBILITY

14. 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 Location, removal or delivery of the Goods, pest or vermin or any other reason whatsoever.
15. Where loss, damage or injury is caused by the Storer, or the Storer's Goods, the Storer agrees to indemnify and keep indemnified the Storage Facility from all claims for any loss of or damage to the property of, or personal injury to or death of the Storer, the Storage Facility or third parties resulting from or incidental to the use of the Location by the Storer, including but not limited to the storage of Goods in the Location, the Goods themselves and/or accessing the Facility.
16. 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 Location.
17. If the Storage Facility reasonably believes that the Storer is not complying with any relevant laws the Storage Facility may take any action as it reasonably believes to be necessary, including the action outlined in clauses 21 and 23, 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. No failure or delay by the Storage Facility to exercise its rights under this Agreement will operate as a waiver of those rights.

INSPECTION AND ENTRY BY THE FACILITY

18. Subject to clause 20 the Storer consents to the Storage Facility conducting inspection and entry of the Location on 14 days' Notice.
19. In the event of an emergency, that is where obliged to do so by law or in the event that property, the environment or human life is, in the reasonable opinion of the Facility, threatened, the Storage Facility may enter the Location using all necessary force without the consent of the Storer, but the
20. Storage Facility shall thereafter notify the Storer as soon as practicable.

TERMINATION

21. Once the Term has ended, either party may terminate this Agreement by giving the other party Notice of the Termination Date in accordance with period indicated on the front of this Agreement.

- 22. If the Tenant wishes to Terminate this agreement prior to the end of the Term, they may do so by written notice 14 days in advance. In such cases the Tenant will be charged the Administration fee for early termination.
- 23. In the event of any activities reasonably considered by the Storage Facility to be illegal or environmentally harmful on the part of the Storer the Storage Facility may terminate the Agreement without Notice. The Storage Facility is entitled to retain or charge apportioned storage fees if less than the requisite Notice is given by the Storer. The Storer must remove all Goods in the Location before the close of business on the Termination Date and leave the Location in a clean condition and in a good state of repair to the satisfaction of the Facility. If Goods are left in the Location after the Termination Date, Clause 8 will apply. The Storer must pay any outstanding Storage Fees and any expenses on default or any other moneys owed to the Storage Facility up to the Termination date, or clauses 6, 7 or 8 may apply. Any calculation of the outstanding fees will be by the Facility.
- 24. The Parties' liability for outstanding moneys, property damage, personal injury, environmental damage and legal responsibility under this Agreement continues to run beyond the termination of this Agreement.

SEVERANCE

- 25. 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.

PERIODIC REVIEW OF STORAGE FEES

- 26. If the Storage Period prescribed in part "B" exceeds 12 months, the Storage Facility may choose review and increase the Storage Fee at 12 months intervals from the date of commencement of the Agreement in line with reasonable market forces or otherwise at the discretion of the Storage Facility.

I/We agree to be bound by the Conditions of this Agreement

_____ (Storer's signature)

_____ (date of this agreement)

ACCEPTED BY STORAGE FACILITY

_____ (signed for and on behalf of Storage Facility)