

## Direct Debit Terms & Conditions

### Drawing arrangements:

We will provide you with at least 14 days' notice if any terms of the payment arrangement are to change.

Where the direct debit due date falls on a non-business day, we will draw the amount on the next business day.

We will deduct payment, to a maximum of the amount due on your customer account, as and when payment is due within our trading terms.

We will advise you of the amount due and payable on your customer account in the form of an invoice/statement of account no less than 3 days prior to the direct debit date.

We reserve the right to cancel direct debit drawing arrangement if three or more drawings are returned unpaid by your nominated Financial Institution and to arrange with you an alternate payment method.

We will cancel your direct debit if you are no longer a customer of Kent Relocation Group Pty Ltd.

We will keep all information about your nominated bank account private and confidential, only to be disclosed at the request of you, the customer, or your financial institution in connection with a claim made to an alleged incorrect or wrongful debit.

### Your rights:

You may terminate your direct debit payment schedule at any time by giving written notice directly to us, or through your nominated Financial Institution. Notice given to us should be received by us at least 14 business days prior to the due date.

You may stop a particular payment by giving written notice directly to us, or through your nominated Financial Institution. Notice given to us should be received by us at least 14 business days prior to the due date.

Where you consider that a drawing has been initiated incorrectly, or there is a discrepancy in a payment amount, please contact us immediately so we can address your query, or lodge a Direct Debit Claim through your nominated Financial Institution.

If at any time you wish to change your bank account or personal details, please advise us in writing, to reach us at least 14 business days prior to your next payment.

### Your responsibilities:

It is your responsibility to ensure the bank account information supplied to us is correct by checking it against a recent statement from your financial institution.

It is your responsibility to advise us in writing if the bank account, as nominated by you to be debited, is transferred or closed.

It is your responsibility to ensure that sufficient funds are available in the nominated account to meet a drawing on its due date.

If you terminate your direct debit payment schedule by notification to your financial institution, it is your responsibility to use your best endeavours to notify us as soon as you can after the cancellation.

It is your responsibility to arrange with us a suitable alternative payment method if you wish to cancel the Direct Debit Client Service Agreement.

Upon finalisation of your customer account with us, all outstanding funds will need to be paid by the due date stated on the final invoice.

### Fees and charges:

We will notify you of any return unpaid transactions; and any applicable fee (plus GST) will be raised against your customer account.

If your nominated bank account has insufficient funds to cover a payment, you are responsible for any cost we incur as a consequence of covering payment.

### Definitions:

**Us, We or Our** means Kent Relocation Group Pty Ltd who you have authorised by signing the Direct Debit Request.

**You** means the customer who signed the Direct Debit Request.

Your **Financial Institution** means the financial institution where you hold the account that you have authorised us to arrange to debit.

## Main Points

- All payments are to be made in advance by you (the Storer). Clause 13/14
- To the extent permitted by law, the Facility Owner (the "FO") is excluded from liability for the loss of any goods stored on its premises. Clauses 27-31
- You must not store hazardous dangerous, illegal, stolen, perishable, environmentally harmful or explosive goods. Clause 16(a)
- While the Facility Owner takes reasonable care to provide a secure Storage Unit, we cannot guard against all risks and unforeseen circumstances beyond our control and therefore, we recommend that you take out insurance in relation to items you intend to store in the space or store valuable goods in places specifically designed for this purpose (i.e. a safety deposit box).
- Maximum weight of packed Kent Mobile Storage Unit should not exceed 1 tonne. Any additional weight will attract the charge of an additional Kent Mobile Storage Unit.
- Minimum charge is 1 month per Kent Mobile Storage Unit. Clause 14
- After the agreement period have expired, 48 hours notice (2 business days) must be given for termination of this agreement. Clause 33
- The Storer must notify the FO of all changes of address, e-mail and contact telephone numbers. Clause 16(e)
- If you fail to comply with material terms in this agreement the FO will have certain rights which include to the right to trespass, seize, sell and/or dispose of your goods. Clause 7
- The Storer cannot affix the Storage Unit to land or remove the Storage Unit from the premises without the prior written consent of the FO. Clause 22
- The FO has the right to enter the Premises in certain circumstances. Clauses 7, 33 & 35
- The Storer has no right or option to purchase, sell or assign the Storage Unit. Clause 8(d)
- The FO retains title to the Storage Unit throughout the Agreements' term. Clause 8
- The Storer must reasonably protect the FO's interest in the Storage Unit against third parties. Clause 9
- The FO may discuss your account, any default and your details with the ACP. Upon termination or default, the FO may elect to release items to the ACP. Clause 35
- Insurance: the monthly charge is calculated at \$1.65 per month per every \$1,000 of insured value with a minimum of \$5000 insured value.

# CONDITIONS OF AGREEMENT FOR MOBILE STORAGE 2020

## 1. The Agreement

- 1.1 The Storer and the Facility Owner ('FO') agree that the Agreement is entirely contained within this document, the Privacy Documents, Schedule of Costs and non-excludable guarantees under consumer protection laws or any non-excludable legislative requirements.
- 1.2 The Storer may store items ("Goods") in the Mobile Storage Unit ('Storage Unit') allocated by the FO pursuant to the terms and conditions in this Agreement:
- (a) The Storer is deemed to have knowledge of the Goods in the Storage Unit;
  - (b) The Storer warrants that they are the owner of the Goods in the Storage Unit and/or are entitled at law to deal with the Goods in accordance with all aspects of this Agreement;
  - (c) The Storer warrants that they have a proprietary interest in the Storer's Premises where the Storage Unit is to be delivered and located.
- 1.3 The FO:
- a) does not have, and will not be deemed to have, knowledge of the Goods;
  - b) is not a bailee nor a warehousemen of the Goods nor a lessor of the Storage Unit and the Storer acknowledges that as the FO has no means of accessing the Storage Unit without using force and the FO does not take possession of the Goods in the Storage Unit whilst onsite at the Storage Facility ("Facility"), offsite or in transit.

## 2. Delivery of Storage Unit

- 2.1 On and from the Commencement Date and at the Storer's own expense the Storer shall make written requests to the FO for the delivery and pick up of the Storage Unit to and from the Storer's designated Premises ('Premises') at times agreed to by the FO and the Storer. **The Storer or a nominated Agent of the Storer** is required to be present at the time of delivery and pick up. A failure to do so will render the Storer liable for any costs arising from this failure to be present at the time of delivery and pick up (see cl 14). In the unlikely event that the FO is not able to deliver or pick up the Storage Unit at the agreed time, the FO will contact the Storer. The FO, however, will not be liable for any delay, loss, or damage resulting from delay in delivery or pick up by the FO. All pick-ups and deliveries are subject to the Facility's distance, fees and weight limits applicable to the Storage Unit as outlined in the Schedule of Costs.
- 2.2 **FO inspection of the Storage Unit:** The Storer agrees to inspect the Storage Unit before executing this Agreement, to ensure that the Storer is satisfied with the condition, quality, safety and (where applicable) roadworthiness of the Storage Unit, its

fitness for the Storer's purposes and its compliance with description. The Storer agrees that it is the Storer's responsibility to determine whether the Storage Unit is suitable for intended storage needs and on taking delivery of the Storage Unit, they will accept the Storage Unit in the manner in which they inspected it, including with any known faults and defects (if any) (subject to any rights and remedies of the Storer, including those under the Consumer Guarantees in Australian Consumer Law.)

- 2.3 **Written acknowledgement of acceptance:** The Storer will give the FO a written acceptance of the Storage Unit. The delivery of such an acceptance to the FO will constitute acceptance of the Storage Unit by the Storer for the purposes of this Agreement. The acceptance does not affect any rights the Storer has to terminate in accordance with the terms of this Agreement or seek a remedy under the Consumer Guarantees.

## 3. Default Action and Right To Trespass

- 3.1 Notwithstanding cl 3, and subject to cl 35, the Storer agrees that, in the event of any Storage Fees, or any other moneys owing under this Agreement, not being paid in full within 42 days of the due date, the FO may, after giving reasonable prior notice, either:
- (i) enter the Storage Unit, by force or otherwise and take possession of the Goods inside the Storage Unit, where the Storage Unit is physically located at the Facility or;
  - (ii) where the Storage Unit is not physically located at the Facility, enter upon or onto the Storer's Premises by trespass where the Storage Unit is being stored and may break open any gate, door or fastening and detach or dismantle the Storage Unit from any part of the Premises to which the Storage Unit has been affixed and retake the Storage Unit, then enter the Storage Unit by force or otherwise and take possession of any Goods inside the Storage Unit.

Where Storage Fees are 42 days overdue

- (a) The Storer consents to the FO retaining the Deposit and/or dumping at the Storer's Premises, selling or disposing of any Goods in the Storage Unit on such terms as the FO may determine ('Default Action'). The FO will provide Notice to the Storer prior to undertaking such activities.
- (b) 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.
- (c) The FO may also require payment of Default Action costs, including costs

associated with accessing the Storer's Storage Unit and disposing or selling of the Storer's Goods. Any excess funds will be returned to the Storer as soon as reasonably practicable of the sale of any goods. In the event that the Storer cannot be located, excess funds will be dealt with in accordance with various State and Territory Unclaimed Monies/ Goods Act. In the event that the Storer has more than one Storage Unit licenced with the FO, default on either Storage Units authorises the FO to take Default Action against all Storage Units licenced.

- (d) For the purposes of the Personal Property Securities Act 2009, the FO is deemed to be in possession of the items from the moment the FO accesses the Storage Unit.
- (e) If the FO reasonably believes it is a health and safety risk to conduct an inventory of Goods in the Storage Unit, subject to the FO providing the Storer with reasonable prior notice of its intention to do so, the FO may dispose of some or all of the Goods without undertaking an inventory. Further, due to the inherent health and 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.

## 4. Ownership of Storage Unit

### 4.1 **The FO retains title to the Storage Unit:**

The FO retains full title to the Storage Unit notwithstanding:

- (a) the delivery of the Storage Unit to the Storer's Premises;
- (b) the use of the Storage Unit by the Storer; and
- (c) any temporary attachment of the Storage Unit to any land or buildings to facilitate use of the Storage Unit, where the Storage Unit is physically located at the Storer's property with a right only to use the Storage Unit in accordance with, and under, this Agreement.
- (d) The Storer does not have any right or option to purchase or sell the Storage Unit.

- 4.2 **Notifying third parties:** The Storer must help protect the FO's interest in the Storage Unit, including making clear to others that the FO is the owner of the Storage Unit. The Storer must not place, or allow to be placed, on the Storage Unit any plates or marks that are inconsistent with the FO's ownership. If requested by the FO, the Storer must put plates on the Storage Unit that state that the FO owns the Storage Unit.

## 5. Location of Storage Unit

### 5.1. **No unauthorised removal from location:**

Except during transit between these two locations, the Storage Unit must at all times be either:

- (a) located at the Storer's Premises, or
- (b) located at the Facility.

5.2 Where the Storage Unit is movable, the Storer must not remove the Storage Unit from the Premises where it has been delivered by the FO without the FO's prior written consent.

5.3 **FO's rights must prevail:** If the Storage Unit has become affixed to any land or premises in a manner that the FO reasonably considers has prejudiced or jeopardised (or may do so) the FO's rights in, or title to, the Storage Unit, the Storer must take such action as the FO reasonably requires to preserve the FO's rights in, and title to, the Storage Unit at the Storer's own cost.

## 6. Rent and Other Payments

6.1 The Storer must upon signing the Agreement, pay:

- (a) the Administration Fee

6.2 The Storer is responsible to pay all fees outlined in the Main Costs section including but not limited to:

(a) the Storage Fee being the amount indicated in this Agreement. The FO may increase the Storage Fee from time to time provided that the initial 'Agreement Period' as indicated on the front of this Agreement has expired and the FO gives the Storer 6 weeks' prior written notice of the intended increase. In the event of a Storage Fee increase, the Storer is entitled to terminate the Agreement without penalty for exercising early termination, provided the Storer does so before the Storage Fee increase takes effect. 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 the Agreement. 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 reasonably directed by the FO. The Storer indemnifies the FO from any claim for enforcement of the Agreement, including the sale or disposal of the Storage Unit, due to the Storer's material failure to correctly identify a Direct Payment;

(b) a Delivery Fee/Pick up Fee as referred to in the Schedule of Costs which is subject to the Facility's distance, fees and weight limits applicable to the Storage Unit as also outlined in the Schedule of Costs;

(c) any reasonable costs incurred by the FO in collecting late or unpaid Storage Fees, or in enforcing this Agreement in any way, including but not limited to postal, telephone, debt collection, personnel and/or the Default Action costs.

(d) Minimum Charge – one month BOXIT charge.

6.3 The Storer will be responsible for payment of any government taxes or charges (including any goods and services tax, council fees

and council permits) being levied on this Agreement, or any supplies pursuant to this Agreement.

## 7. Access and Conditions

7.1 **Condition of Storage Unit:** The Storer:

(a) must not store any Goods that are hazardous, illegal, stolen, inflammable, explosive, environmentally harmful, perishable or that are a risk to the property of any person;

(b) will use the Storage Unit solely for the purpose of storage and shall not carry on any business or other activity in the Storage Unit;

(c) must not attach nails, screws etc. to any part of the Storage Unit;

(d) cannot assign this Agreement; and

(e) must give Notice of the change of address, phone numbers or email address of the Storer or the Alternate Contact Person ("ACP") within 48 hours of any change.

7.2 The Storer must give the FO an Access Notice and/or Pick-up/Delivery Notice 48 hours prior to have the Storage Unit delivered to their Premises.

7.3 **Maintenance:** The Storer must when the Storage Unit is at the Storer's Premises keep and maintain the Storage Unit properly serviced, in proper working order and condition and in good and substantial repair. The FO will make due allowance for normal wear and tear but the Storage Unit must at all times be capable of being operated fully and efficiently for the purpose, and to the capacity, for which such Storage Units are ordinarily intended.

The Storer will be fully responsible to the FO for any loss of or damage to the Storage Unit (however occasioned) when the Storage Unit is at the Storer's Premises. The Storer must give notice to the FO in writing as soon as reasonably practicable after they become aware that damage has occurred, but not more than 48 hours after they become aware of any such loss or damage of a substantial or material nature/in excess of normal wear and tear.

7.4 **Use of Storage Unit:** The Storer must only operate and maintain the Storage Unit for the purposes and in the manner the FO has specified and in accordance with recognised methods and standards for Storage Units of their type and not use (or allow any other persons to use) the Storage Unit in a way which would break laws or harm people or property. The Storer must comply in all respects with the instructions and recommendations of the manufacturer, supplier or FO relating to the Storage Unit and to their use, in particular where any failure in compliance would limit the obligations of the supplier or manufacturer to the FO or the Storer under any statute, agreement or otherwise.

7.5 **Inspection of Storage Unit by FO:** The Storer grants the FO the right, and will use its best endeavours to ensure that others grant the FO the right, at all reasonable times upon the FO giving the Storer reasonable prior notice and without unduly interfering with the Storer's operations, to:

(i) enter with its employees, agents and experts upon or into the Premises;

(ii) inspect the state of repair of the Storage Unit;

(iii) carry out such tests or maintenance on the Storage Unit as may seem reasonably necessary to the FO;

(iv) observe the use of the Storage Unit;

(v) do any act, matter or thing which may be required to be done to give proper effect to the terms of this Agreement or to protect the FO's rights in the Storage Unit.

In the case of an emergency, no notice will be required to be given by the FO to the Storer under this clause and the prohibition in that clause on the FO unduly interfering with the Storer's operations will not apply.

7.6 Where the FO becomes aware that minor damage, alteration or affixation has occurred to the Storage Unit beyond normal wear and tear the FO will give the Storer a written notice requiring the rectification of the damage, alteration or affixation of the Storage Unit within seven (7) days in accordance with the terms of this Agreement see cl 25.

Where the damage, alteration or affixation is deemed major in the reasonable opinion of the FO, such as would stop someone else from licencing the Storage Unit in future, makes the Storage Unit unsafe etc. the Storer will be required to purchase the Storage Unit at its commercial value. Commercial Value will be calculated as being the replacement value of the Storage Unit less a reasonable deduction allowing for the age of the Storage Unit.

7.7 **Storage Unit as fixtures to land:** The Storer must not at any time or from time to time attach, affix or secure the Storage Unit upon or to any Premises unless their use so requires and the prior written consent of the FO has been obtained in relation to that Premises. It is the Storer's sole responsibility to ensure that the Premises of the Storage Unit does not breach any laws or the rights of any person. The Storer must not direct the FO to unload the Storage Unit to a Premises which would not comply with this clause.

(a) Without limiting the generality of this clause, it is agreed as follows:

If the Premises is owned by the Storer the Storage Unit(s) are deemed not to be fixtures. In those circumstances:

(i) the Storage Unit may be removed by the FO providing reasonable prior notice to the Storer in accordance with the provisions of this Agreement;

(ii) the FO will be entitled to enter upon the Premises providing reasonable prior notice to the Storer for the purpose of removing the Storage Unit in accordance with the provisions of this Agreement and will not be liable in respect of loss or damage arising from such entry or from the removal of the Storage Unit; and

(iii) if the Premises is to become the subject of a mortgage or charge then, before the Storer gives the mortgage or charge, the Storer must, without any request from the FO, obtain the written acknowledgment of the proposed mortgagee or chargee

(as the case may be) that, first, the Storage Unit(s) are not fixtures for the purposes of the proposed mortgage or charge, secondly, that the mortgagee or chargee will not make any claim in relation to the Storage Unit(s) and, thirdly, that the mortgagee or chargee will permit the FO, (whether or not there has been any default under the proposed mortgage or charge) to enter upon the land or premises and to remove the Storage Unit(s).

(b) Prior to the Storage Unit becoming attached, affixed or secured to a Premises which is not owned by the Storer, the Storer must obtain the written consent of the owner of the land or premises to the entry by the FO and the removal of the Storage Unit. As between FO and the Storer the FO will have the same rights of entry and removal as set out in cl 7.

#### 7.8 **Name plates and identification of Storage Unit:**

The Storer must not without the FO's prior written consent, remove, change, alter or deface any name, name plate, identification number, trademark or any other identifying mark or number on the Storage Unit, except so as to indicate any replacement, alteration or addition.

#### 7.9 **Notification of FO's ownership of the Storage Unit:**

The Storer must notify any person seizing the Storage Unit of the ownership of the FO and must give immediate written notice to the FO of such seizure.

#### 7.10 **No dealings with Storage Unit:**

The Storer must not without the FO's prior written consent:

(a) agree, attempt, offer or purport to sell, assign, sublet, lend, pledge, mortgage, let on hire, grant a security interest in, allow any lien or other encumbrance to arise in, or otherwise part with or attempt to part with the personal possession of or otherwise deal with, the Storage Unit or any part of the Storage Unit except:

(i) a repairer's lien, in which case the Storer must take the necessary steps to have the lien removed or satisfied immediately and, in any event, immediately upon demand by the FO; and

(ii) such interest as may arise by operation of law in respect of unpaid rates, taxes, fees or duties of any kind whatsoever, in which case the Storer must immediately pay the same as provided in this Agreement so that the Storage Unit will be free of that interest, provided that where the FO elects to satisfy the interest at the FO's cost the Storer must on demand reimburse the FO the amount paid and any incidental costs and expenses; or

(b) conceal or alter the Storage Unit or make any addition to the Storage Unit except as required by law.

### 8. Compliance with Safety Rules

8.1 The Storer must comply in all respects with all applicable laws, regulations, requirements and rules reasonably necessary for the safe and lawful operation of the Storage Unit.

If any additional or other equipment, appliance, part, instrument, appurtenance,

accessory, replacement or alteration is required to be acquired, incorporated or installed in, or attached or made to, the Storage Unit in order to comply with applicable laws, regulations, requirements or rules the Storer agrees to acquire, incorporate, install, attach or make such addition, equipment, appliance, part, instrument, appurtenance, accessory, replacement or alteration forthwith upon becoming aware of the requirement, but will first obtain the FO's prior written consent to do so, or upon demand by the FO. Any such additional or other equipment, appliance, part, instrument, appurtenance, accessory, replacement or alteration will be at the FO's cost and, unless otherwise agreed in writing by the FO, without any further act of the FO and the Storer or either of them, become the property of the FO and be considered part of the Storage Unit for all purposes of this Agreement. Where a Storer requests an alteration to a Storage Unit and the FO agrees to such request, any such changes will be at the Storer's sole cost and (subject to fair wear and tear) the Storer must return the Storage Unit in the condition in which it received it, unless otherwise agreed in writing by the parties.

### 9. Risk and Responsibility

9.1 The FO's goods and services come with non-excludable guarantees under the Australian Consumer Law, including that Goods are of acceptable quality and that services will be provided with due care and skill. Nothing in this Agreement is intended to restrict or limit any rights a Storer may have under these laws. Otherwise, to the extent permitted by law, the Goods are stored at the sole risk and responsibility of the Storer who shall bear responsibility for any and all theft, damage to, and deterioration of the Goods, shall bear the risk and any and all damages caused by flood or fire or leakage or overflow of water, mildew, mould, heat, spillage of material from any other Storage Unit, removal or delivery of the Goods, pest or vermin or any other reason whatsoever.

9.2 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.

9.3 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.

9.4 If the FO reasonably believes that the Storer is not complying with any relevant laws the FO may take any action as it reasonably believes to be necessary, including the action outlined in clauses 20 & 7, trespassing in order to access the Storage

Unit, 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 exercise its rights under this Agreement will operate to waive those rights.

#### 9.5 **Indemnity against other costs and liabilities:**

Except where caused by breach by the FO of this Agreement or negligence on the part of the FO, the Storer assumes liability for, and indemnifies and will keep indemnified, the FO and its agents and employees from and against any and all injuries, actions, proceedings, claims, demands, liabilities, losses, damages, costs, penalties and all expenses legal or otherwise (including court costs and legal fees reasonably incurred) and of whatsoever kind and nature (including claims based in tort):

(a) arising out of or alleged to arise out of the delivery, installation, location, ownership, possession, use (including by reason of the use or incorporation of any invention resulting in infringements of patents), repair, maintenance, storage, or operation of the Storage Unit, and by whomsoever used or operated (except where used by the FO or any person on behalf of the FO); or

(b) incurred by the FO in respect of any loss of the Storage Unit by seizure, distress, execution or other legal process, confiscation or forfeiture of the Storage Unit; or

(c) arising out of any claim for patent, trademark or copyright infringement, for strict liability, or for any other reason being made against the FO in connection with the Storage Unit or their operation.

### 10. Insurance

10.1 The Storer warrants that it will not store property which is irreplaceable, such as currency, jewellery, furs, deeds, paintings, curios, works of art, or items of personal sentimental value or that are worth more than \$2,000 (in aggregate) unless specifically itemised and covered specifically by insurance.

### 11. Termination

11.1 Subject to the either party's right to terminate for breach of the Agreement under Contract Law, once the initial fixed Agreement Period as indicated on the front of the Agreement has ended, either party may terminate this Agreement by giving the other party Notice of the Termination Date in accordance with the period indicated on the front of this Agreement.

(a) In the event of any activities reasonably considered by the FO to be illegal, environmentally harmful, or a material contravention of this Agreement on the part of the Storer, the FO will notify the Storer and the Storer will have 3 Business Days to provide evidence to the FO that its activities are not in breach of the Agreement, or otherwise unlawful. If the Storer fails to provide evidence to the FO's satisfaction, the FO, acting reasonably, may terminate the Agreement with Notice within the initial fixed period.

Where the FO suspects that there may be danger to person or property, the FO may contact relevant authorities and terminate the Agreement without prior Notice within the initial fixed period.

(b) The FO is entitled to retain or charge apportioned Storage Fees if less than the requisite Notice is given by the Storer and the FO is not able to licence out the Storage Unit during this time. The Storer must remove all items from the Storage Unit before the Storage Unit is due to be picked-up at the Storer's Premises or re-possessed at the Facility and leave the Storage Unit in a clean condition and in a good state of repair to the satisfaction of the FO.

(c) Where the Storage Unit requires pick up, the FO will pick up the Storage Unit at the time and date given to the Storer by the FO. The Storer authorises the FO to enter upon the Storer's Premises in order to repossess the Storage Unit with prior Notice. If after such Notice has been provided and the FO has used reasonable efforts to contact the Storer and the Storer is not onsite for this pick up then the FO and its employees and agents may, without liability or legal process, enter upon or onto the Premises and may break open any gate, door or fastening and detach or dismantle the Storage Unit from any part of the Premises to which the Storage Unit has been affixed.

(d) In the event that Goods are left in the Storage Unit after the Termination Date, cl 35 will apply.

(e) The Storer must pay any outstanding Storage Fees and any expenses on default or any other moneys owed to the FO up to the Termination Date, or cl 7 may apply. Any calculation of the outstanding fees will be by the FO, acting reasonably.

If the boxes are delivered within the first five calendar days of the month, there will be no Storage Fee charged. For any deliveries after this period, the full month's charges will be applicable.

(f) Where the Storer fails to return the Storage Unit to the FO after 8 weeks of termination of this Agreement by either party and subject to the terms of this Agreement, the Storer must pay to the FO the commercial cost of replacing the Storage Unit. The FO will give 14 days' notice to the Storer before imposition of this cost. The commercial cost will be calculated as being the replacement value of the Storage Unit less a reasonable deduction allowing for the age of the Storage Unit.

11.2 The Parties' liability for outstanding moneys, property damage, personal injury, environmental damage and legal responsibility under this Agreement survive the termination of this Agreement.

## 12. Right to Dispose

12.1 Upon termination of this Agreement by either the Storer or the FO, the Storer is required to empty any and all Goods in the Storage Unit prior to the Storage Unit being removed from the Storer's Premises. Where any items are left in the Storage Unit and are not subject to default action under cl

7, the Storer authorises the FO to remove any remaining items and leave them at the Premises where the Storage Unit was collected. The FO will provide Notice to the Storer prior to undertaking such activities. If after such Notice has been provided and the FO has used reasonable efforts to contact the Storer, the Storer waives liability for any loss, damage, and theft that arises as a result of the items being left at the Premises. Where the goods are brought back to the Facility, the FO must give the Storer 7 days' Notice before disposing of the goods left in the Storage Unit. 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 FO 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.

## 13. Severance

13.1 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.

## 14. Extension of Agreement

14.1 Where the Storer continues to use the Storage Unit after the expiration or termination of this Agreement, the Storer must (without prejudice to the exercise by the FO of its rights, powers and remedies under this Agreement) continue to pay Storage Fees at the Facility's current commercial rate. All other terms and conditions set out in this Agreement will continue to apply to the licence of the Storage Unit.

## 15. Notice

15.1 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, Notice must be in writing and actually be received to be valid, and the FO may specify a required method. 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

## 16. PPSR (Personal Properties Securities Register)

16.1 **Contracting Out of PPSA Enforcement:** If Chapter 4 of the PPSA does apply to the enforcement of a Security Interest arising under or in connection with this Agreement, the Storer agrees the following provisions of the PPSA will not apply to the enforcement of that Security Interest:

(i) section 95 (notice of removal of accession), to the extent that it requires the FO to give the Storer a notice;

(ii) section 96 (when a person with an interest in the whole may retain accession);

(iii) subsection 121(4) (enforcement of liquid assets – notice to grantor);

(iv) section 125 (obligation to dispose of or retain collateral);

(v) section 130 (notice of disposal), to the extent that it requires the FO to give the Storer a notice;

(vi) paragraph 132(3)(d) (contents of statement)

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The Trustee for the Dace Trust - Kent Relocation Group Pty Ltd

ACN 005 040 200 ABN 54 712 591 719  
30 Duerdin Street, Clayton. VIC 3168

Authorised Representative No. 468745

