

## AUTO STORAGE SOLUTIONS ('ASS') – STORAGE AGREEMENT

### Main Points

Please read the conditions overleaf carefully as by signing this Agreement you will be bound by them-See Over

- All payments are to be made in advance by you (the Storer).
- Goods are stored at your sole risk. **You must have your own insurance cover**
- ASS is not liable for the loss of any goods stored on its premises.
- You must not store hazards dangerous, illegal, stolen, perishable, environmentally harmful or explosive goods
- The Space will only be accessible during set access hours as posted by ASS
- .....days notice must be given for termination of this agreement
- The Storer must notify ASS in writing of all changes of address and contact telephone numbers
- If you fail to comply with the conditions of this agreement, ASS will have certain rights which include forfeiture of your Deposit and the right to sell and/or dispose of your goods (see clause 8).
- ASS has the right to refuse access if all fees are not paid promptly (see clause 9).

### Auto Storage Solutions

#### Storage Agreement, Terms and Conditions

ASS – Auto Storage Solutions  
The Storer – You the Customer

#### STORAGE:

On the terms of the Agreement:

1. The Storer:
  - (a) has the right to store the Motor Vehicle in the Space allocated to the Storer by ASS;
  - (b) is deemed to have knowledge of the Motor Vehicle in the Space;
  - (c) warrants that they are the owner of the Motor Vehicle in the Space, and/or are entitled at law to deal with them in accordance with all aspects of this Agreement.
2. ASS:
  - (a) does not have and will not be deemed to have, knowledge of the Motor Vehicle;
  - (b) is not a bailee nor a warehouseman of the Motor Vehicle and the Storer acknowledges that ASS does not take possession of the Goods.
3. The Storer is responsible to pay:
  - (a) the Storage Fee being the amount indicated in this Agreement or the amount notified to the Storer in writing by ASS from time to time. The Storage Fee is payable in advance and it is the Storer's responsibility to see that payment is made directly to ASS, on time, in full, throughout the period of storage.
4. **PAYMENT FOR MOTOR VEHICLE STORAGE**
  - (a) The Storer must pay for the vehicle storage at the rates current at the commencement of the Storage Period.
  - (b) Payment by the Storer for the Storage Period is due from the period start date as shown on the front of this agreement or when the Motor Vehicle is transferred to ASS, whichever is the earlier date.
  - (c) The Storer must pay ASS charges for any other services performed by ASS and any Storage in excess of the Storage Period at the rates set by ASS from time to time.
  - (d) The Storer must pay legal costs (on a full indemnity basis) incurred by ASS in enforcing (or attempting to enforce) this Agreement including recovering payment of any money due under this Agreement and costs of exercising the rights granted by clause 4
  - (e) The Storer must make payment under this Agreement to ASS or as directed by ASS
5. **CREDIT CARD PAYMENT**
  - (a) The Storer authorises ASS to charge the Storer's credit card for any payments that are due and owing to ASS by the Storer under this Agreement. Mastercard and Visa credit cards are accepted (subject to a small surcharge), debit cards( no charge).
  - (b) Or by the method required by ASS, on time without deduction and upon demand (unless this Agreement specifies otherwise)
  - (c) the Cleaning fee, as indicated on the front on this Agreement, is payable at the discretion of ASS.
  - (d) a late payment fee, as indicated on the front on this Agreement, which becomes payable each time a payment is late.
  - (e) any costs incurred by ASS in collecting late or unpaid Storage Fees, or in enforcing this Agreement in any way, including but not limited to postal, telephone, debt collection, and/or the default action costs.
  - (f) 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.
6. **GST**
  - (a) All prices, are inclusive of GST.

7. **INTEREST ON OVERDUE AMOUNTS**
- (a) Without limiting any other right or remedy available to ASS, whether under this Agreement, at law, in equity or otherwise, the Storer agrees to pay to ASS interest on any amount due to ASS under this Agreement at the rate 2.5% for each month or part of a month that such amounts remain unpaid after the due date for payment.
- (b) If ASS obtains a judgement against the Storer, the Storer must pay interest on the amount of the judgement at the higher of the rate prescribed by legislation or the rate specified under this clause for each month or part of the month that the judgement remains unpaid.
8. **DEFAULT:**
- (a) Notwithstanding clause 15, 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 60 days of the due date, ASS may, without further notice, enter the Space, by force or otherwise, retain the Deposit and/or sell or dispose of the Motor Vehicle in the Space on such terms that ASS may determine.
- (b) ASS may also require payment of default action costs, including any costs associated with accessing the Storer's Space and disposal or sale of the Storer's Motor Vehicle. Any excess moneys recovered by ASS on disposal will be returned to the Storer.
9. **ACCESS AND CONDITIONS:**
- (a) ASS reserves the right to impose conditions as to the time and manner of access to the Motor Vehicle by the Storer or any person authorised by the Storer and is not obliged to provide access to the Motor Vehicle or to permit its removal from the premises unless ASS is satisfied that the person or persons seeking access to the Motor Vehicle are properly authorised by the Storer.
- (b) the Storer 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;
- (c) the Storer must not store items which are irreplaceable, such as currency, jewellery, furs, deeds, paintings, curios, works of art and items of personal sentimental value;
- (d) the Storer will use the Space solely for the purpose of storage and shall not carry on any business or other activity in the Space;
- (e) the Storer cannot assign this Agreement;
- (f) ASS shall be entitled to refuse access to the Motor Vehicle and to prevent its removal where moneys are owing by the Storer to ASS or if ASS exercises its lien pursuant to clause 16.
- (g) The Storer must pay ASS the applicable storage fee for any period which ASS retains possession of the Motor Vehicle as a consequence of the exercise of the lien referred to in clause 16 and that lien shall extend over any storage fee charged pursuant to this clause.
- (h) CHANGE OF ADDRESS AND NOTICE - The Storer must notify ASS within 48 hours of and change in the Storer's address or contact details (including the Alternative Contacts). ASS may serve any notice by forwarding it by post to the address last notified by the Storer and the notice shall be deemed to have been received on the day that the Notice should have arrived in the ordinary course of the post.
- (i) the Storer grants ASS entitlement to discuss any default by the Storer with the Alternate Contact Person registered on the front of this Agreement.
10. No oral statements made by ASS or its employees shall form part of this Agreement, and no failure or delay by ASS to exercise its rights under this Agreement will operate to waive those rights.
11. **RISK AND RESPONSIBILITY:**
- (a) The Motor Vehicle and any items contained within the Motor Vehicle 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 Motor Vehicle, 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 Motor Vehicle, pest or vermin or any other reason whatsoever including acts or omissions, negligent deliberate or otherwise, of ASS or persons under its control.
- (b) The Storer agrees to indemnify and keep indemnified ASS from all claims for any loss of or damage to the property of, or personal injury to, third parties resulting from or incidental to the use of the Space by the Storer, including the storage of the Motor Vehicle in the Space.
- (c) 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. The liability for any and all breach of such laws rests absolutely with the Storer, and includes any and all costs resulting from such a breach.
- (d) If ASS has reason to believe that the Storer is not complying with all relevant laws ASS may take any action ASS believes to be necessary, including the action outlined in clauses 15, contacting, cooperating with and/or submitting the Motor Vehicle or any of its contents to the relevant authorities, and/or immediately disposing of or removing the Motor Vehicle and /or its contents at the Storer's expense. The Storer agrees that ASS may take such action at any time even though ASS could have acted earlier.
12. **STORER'S WARRANTIES**
- The Storer warrants and represents to ASS that at the date of this Agreement:
- (a) The Storer has legal title to the Motor Vehicle;
- (b) The Motor Vehicle is free from all encumbrances, claims or liens;
- (c) The Storer is not bankrupt nor has any Receiver been appointed over or in respect of any of the Storer's assets;
- (d) The Storer has not agreed to sell the Motor Vehicle.

- (e) If any act, matter or thing occurs or becomes known to the Storer which is inconsistent with the warranties and representations contained in this clause, the Storer must immediately give ASS written notice of that act, matter or thing.
- (f) There are no contents of the Motor Vehicle that hazardous, illegal, stolen, flammable, explosive, environmentally harmful, perishable or that are a risk to property or person (except to the extent that the goods of such nature are ordinarily found in Motor Vehicles and cannot be reasonably removed from the Motor Vehicle)

13. **ACKNOWLEDGEMENT, RISK AND IDEMNITIES**

- (a) The Storer acknowledges that:
  - (i) Motor Vehicle washing and detailing may be performed on other Motor Vehicles in the storage area, including Motor Vehicles in close proximity to the Motor Vehicle;
  - (ii) The Motor Vehicle is in the condition as described in the Condition Report at the time that ASS collects the Motor Vehicle;
  - (iii) The Motor Vehicle, will be subject to indoor storage conditions;
  - (iv) ASS provides storage services only and does not necessarily store motor vehicles according to manufacturers' requirements or any other special requirements unless the Storer and ASS agree to such requirements and the Storer agrees to pay additional charges as set from time to time.
- (b) The Storer uses the services of ASS (including the storage of the Motor Vehicle) at own risk and in particular, the risk in the Motor Vehicle remains with the Storer.
- (c) The Storer releases ASS from any liability, action or demand due to any damage, loss (including consequential), injury or death occurring on or near Motor Vehicle or in or near the Storage Area arising from any cause whatsoever including the negligence of ASS or from matters referred to in clause 11(a)
- (d) Without limiting the generality of the above clause, the Storer releases ASS from any liability, action or demand due to damage;
  - (i) Caused by electrical failure;
  - (ii) Caused by mechanical failure
  - (iii) Caused by reason of the Motor Vehicle being stored.
- (e) The Storer indemnifies ASS, its employees and agents from and against all claims, demands, actions, loss, costs and expenses brought or made against or suffered or incurred by ASS arising directly or indirectly out of:
  - (i) The actions, omissions or negligence of the Storer and the Storer's servants or agents (including any contractor employed by the Storer);
  - (ii) Any default by the Storer under this Agreement;
  - (iii) Misuse by the Storer or any of its contractors of any facilities or services made available by ASS;
  - (iv) The use of the Storage Area
  - (v) Any other cause other than the sole negligence of ASS, its employees and agents
- (f) To the extent permitted by law, all conditions, warranties, terms and obligations expressed or implied in by law in any way relating to goods or services ("Prescribed Terms") are excluded and ASS will not be liable in contract, tort, negligence, breach of statutory duty or otherwise to the Storer or any other person in respect of any loss or damage, including loss of property or profit, claims or demands of any nature arising directly out of the use of the storage area by the Storer or any other person, the provision of any other service to the Storer or in relation to the Motor Vehicle. If liability for breach of a Prescribed Term cannot be excluded but is capable of limitation it is hereby limited at the option of the resupply of services or payment of the costs of such resupply (as the case may be)

14. **NOTICES :**

Notices will usually be given in writing and left at, or posted to, or faxed to the address of the Storer or ASS. In relation to the giving of Notices to ASS, 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 ASS if ASS serves that Notice on the Alternate Contact Person as identified on the front of this Agreement, or has sent Notices to the last notified address of the Storer or Alternate Contact Person. 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

15. **TERMINATION:**

- (a) 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. The amount of notice is dependant on the initial Storage Agreement period. Ie. If a one week agreement then one weeks notice, if a one month agreement then one months notice and if a 3 month agreement then 3 months notice. Even if a vehicle has been stored for a total period of in excess of 3 months, the maximum notice from either party required is 3 months.
- (b) In the event of illegal or environmentally harmful activities on the part of the Storer ASS may terminate the Agreement without Notice.
- (c) Upon termination of this Agreement (whether by termination under this clause or otherwise) the Storer must immediately remove the Motor Vehicle from the Storage Area (subject to the rights of ASS to limit access as contained herein) and pay all outstanding storage fees and other money payable to ASS pursuant to this Agreement. For the purpose of this provision, storage fees will continue to accrue from the date of termination until the date of removal. Any calculation of the outstanding fees will be by ASS and such calculation will be final.
- (d) The expiry of this Agreement (whether by termination under this clause or otherwise) shall not prejudice or effect any rights or remedies available to ASS under this Agreement, at law, in equity or otherwise.

- (e) Transfer of title in the Motor Vehicle (whether by sales or otherwise) will not terminate this Agreement and the Storer remains liable under this Agreement until this Agreement is discharged or ASS enters an agreement with the new Storer

16. **LIEN**

- (a) The Storer grants ASS a lien over the Motor Vehicle for all charges pursuant to the Agreement including any expenses incurred by ASS pursuant to clause 4
- (b) If any amount payable under this Agreement remains unpaid for 60 days after due date for payment then:
- (i) ASS may as the Storer's agent sell the Motor Vehicle in such manner and on such terms ASS in its absolute discretion decides and no notice is required to be given by ASS to the storer prior to the sale;
- (ii) ASS may deduct from the sale proceeds of the Motor Vehicle all unpaid storage fees, sale costs, legal costs, charges and other money payable by the Storer to ASS arising out of the storage of the Motor Vehicle whether pursuant to this Agreement or otherwise together with any amount necessary to clear any encumbrance effecting the Motor Vehicle in favour of a third party;
- (iii) Any remaining surplus of the sale proceeds, after ASS makes any deduction under paragraph (b) of this clause, shall be sent by ASS to the Storer at the Storer's last known address but if the Storer cannot, after reasonable endeavours, be located, the Storer hereby irrevocably authorises ASS to donate the surplus sale proceeds to a charity of ASS's choice.
- (c) In consideration of ASS storing the Motor Vehicle of the Storer and to better secure ASS's rights under this clause, the Storer hereby irrevocably appoints the manager of ASS as the Storer's attorney to exercise the rights available to ASS under clause 16 (b) and agrees to ratify and confirm all acts things done by ASS in the exercise of those rights and as the Storer's attorney

17. **VEHICLE ABANDONMENT**

- (a) Unless prior written agreement is reached with ASS, if a Motor Vehicle remains at the Storage Area for a period in excess of 60 days or if a Motor Vehicle remains at the Storage Area for a period in excess of 60 days after the expiration of the Storage Period then the Motor Vehicle will be deemed abandoned and the Storer authorises ASS to deal with the Motor Vehicle in any manner that ASS deems fit, including but not limited to moving the Motor Vehicle to other premises or disposing of the Motor Vehicle.

18. **CLAIMS**

- (a) Any claims made by the Storer with respect to the condition of the Motor Vehicle after the Storage Period must be made within one hour of the Motor Vehicle being returned to the Storer by ASS. The Storer releases and forever holds harmless ASS for any claims not notified to ASS in that time.
- (b) If the Storer fails to complete a condition report at the beginning of the Storage Period than ASS may (although is not obliged to) complete a condition report, in which case the Storer accepts this condition report. If ASS does not complete a condition report, then the Storer forfeits any right the Storer may have either in law or in equity against ASS with respect to the condition of the Motor Vehicle.

19. **NOTICE**

- (a) one week's notice is required to remove a car from storage. We aim to be as flexible as possible provided we have reasonable notice especially if servicing and detailing is required. The minimum storage period is four weeks.

20. **GENERAL CONDITIONS**

- The Storer:
- (a) Must only use the storage facility of ASS for storage of the Motor Vehicle and may not store in or with the Motor Vehicle any goods that are hazardous, illegal, stolen, flammable, explosive, environmentally harmful, perishable or that are a risk to property or person (except to the extent that the goods of such nature are ordinarily found in Motor Vehicles and cannot be reasonably removed from the Motor Vehicle);
- (b) Gives permission to ASS to discuss any matter arising under this Agreement with the Alternative Contact Person;
- (c) Must comply with all reasonable directions given to the Storer by ASS's employees charged with the administration of the storage area.

21. **TRADE PRACTICES ACT 1974:**

- The Storer:
- (a) agrees that the terms of this document constitute the whole contract with ASS and that, in entering this contract, the Storer relies upon no representations other than those contained in this Agreement.
- (b) acknowledges that it has raised all queries relevant to its decision to enter this Agreement with ASS and that ASS 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 ASS, been reduced to writing and incorporated into the terms of this Agreement.

22. (a) Any damages, whether for physical or economic loss, which ASS is liable to pay to the Storer pursuant to this Agreement or performance of this Agreement (including damages for negligence or damages for consequential loss) are limited in all cases other than cases of damages relating to the provision of services of a kind ordinarily acquired for personal, domestic or household use or consumption to :
- (i) the further supply of storage equivalent to that undertaken by ASS as set out in the terms and conditions of this Agreement; or
- (ii) the payment of the cost for further storage equivalent to that undertaken by ASS under the terms and conditions of this Agreement; or
- (iii) the payment of the cost of further supply of storage equivalent to that undertaken by ASS under the terms and conditions of this Agreement.

(b) The Storer specifically acknowledges that it is aware of the limitation of liability set out in clause 22 (a) above and that, in all the circumstances, and taking into account the negotiations between the parties and their relationship, such limitation on ASS's liability is a reasonable one.  
Subject to the Trade Practices Act 1974. It is a condition under which a vehicle is accepted for storage that, the customer relieves Auto Storage Solutions of all liability for loss or damage to customers' vehicles or contents thereof, however caused. All customers are therefore respectfully notified that we do not accept responsibility for loss or mis-delivery of or damage to any vehicle accessories or other goods while in our hands for any purpose arising from any cause. This condition extends to customers' vehicles while being driven or moved by members of our staff, or while standing inside or outside our premises. The customer agrees to indemnify Auto Storage Solutions against any claims arising from the storage of their vehicle.

23. **MEDIATION OF DISPUTES:**

The parties must endeavour to settle any dispute in connection with this Agreement by mediation. Such mediation is to be conducted by a mediator who is independent of the parties and appointed by agreement of the parties or, failing agreement within 7 days of receiving any party's notice of dispute, by a person appointed by the President of the Law Institute of Victoria at 470 Bourke Street, Melbourne 3000, ph (03)-9607 9311 and fax (03)-9602 5270. The LIV Mediation Rules (if any) shall apply to the mediation. It is a condition precedent to the right of either party to commence arbitration or litigation other than for interlocutory relief that it has first offered to submit the dispute to mediation.

24. **AGENCY OF ASS, ITS EMPLOYEES AND AGENTS  
TRANSPORTATION**

Collection of Storer's vehicles by road transport can be arranged

- (a) The Storer authorises ASS as its agent to drive the Motor Vehicle where necessary, including but not limited to, driving the Motor Vehicle between the Airport or Railway Station and the Storage Area or other premises and driving the vehicle to any premises where mechanical repairs will be carried out. This authorisation extends to ASS, its employees and its agents.
- (b) ASS may relocate the Motor Vehicle within the Storage Area or to other premises under the control of ASS without notice to the Storer.
- (c) Auto Storage Solutions ("ASS") is authorised to collect the Motor Vehicle from a designated pickup area and move the Motor Vehicle to the Storage Area
- (d) ASS will return the Motor Vehicle from the Storage Area to the designated drop off area at the end of the storage period.

25. **SERVICING**

- (a) ASS will perform any other services as the parties agree.
- (b) Simple maintenance and adjustments can be carried out at our premises by our arranged specialist mechanic. Oil changes, routine servicing, concourse preparation and basic vehicle checks can all be arranged. Labour cost is charged at the publish rate on our website or other price list.

26. **PRIVACY**

- (a) ASS holds all information it obtains about the Storer pursuant to the Privacy Principles of the Privacy Act 1988.
- (b) Information is collected for the purposes of carrying out this Agreement or enforcing the ASS's rights under this Agreement.
- (c) Your details will be held securely on computer by Auto Storage Solutions and will be used only to provide the service you require. They will not be revealed to any third party without your prior approval.

27. **INSURANCE**

- (a) Your vehicle must be covered with Insurance for fire, theft and accidental damage.
- (b) Auto Storage Solutions has a general liability policy. We highly recommend that you keep your own comprehensive policy in effect. When you store your vehicle for 30 days or more, most insurance companies will reduce your insurance coverage and this can save you money. You will need to tell your insurance company where your vehicle is being stored and the odometer reading at the time of pick-up for storage. Your vehicle must be covered for fire, theft and accidental damage whilst with us.

28. **MISCELLANEOUS**

- (a) This Agreement is governed by the law of Victoria.
- (b) Any legal action in relation to this Agreement may be brought in any court of competent jurisdiction sitting at Melbourne, Victoria.
- (c) No failure, delay, relation or indulgence on the part of ASS in exercising and power or right conferred under this Agreement shall operate as a waiver of such power or right, nor shall any single or partial exercise of any such power or right preclude any other or future exercise thereof or the exercise of any power or right under this Agreement.
- (d) If any provision of this Agreement is illegal, void, invalid or unenforceable, all other provisions which are capable of separate enforcement shall be and continue to be valid and enforceable.
- (e) No variation, modification or waiver of any provision of this Agreement shall be of any effect unless it is confirmed in writing signed by the parties
- (f) In the event that the person signing this Agreement on behalf of the Storer is not the Storer of the Motor Vehicle, the signatory warrants that he or she has authority to sign and bind the Storer
- (g) The term Motor Vehicle includes all fitting, plant and equipment and chattels in or for use in connection with the Motor Vehicle.
- (h) Where the context permits ASS includes its servants and agents, including independent contractors employed by ASS
- (i) Where 2 or more persons are specified as Storer this Agreement binds them jointly and severally

29. **STORAGE TIPS**

- (a) There are a few things to keep in mind when considering long term car storage. The list below offers a few suggestions:
- Clean and wax your vehicle
  - Fill the fuel tank
  - Have your oil and oil filter changed
  - Disconnect or remove the battery, or alternatively fit a trickle charger
  - Place the car on jack stands to take the weight off the tires, at the very least pump up the tyres to reduce flat spotting, however we strongly recommend that the car be run on our in-house rollers at least once a month.

The above are your responsibility.

30. **CONTACT DETAILS**

Lanemere Pty Ltd  
T/A Auto Storage Solutions  
ABN 65 913 921 503 ACN 060 482 582  
Port Melbourne, Vic 3207  
Doug Willersdorf-Greene 0407 885 735