

STORAGE TERMS & CONDITIONS

DEFINITIONS

In the terms and conditions of this Agreement:

“**Charges**” mean the Storage Operator’s quoted charges for Storage calculated under its rates schedule or other agreed rates, the charges in clause 6 and any tax including a goods and services tax (“GST”) levied directly on a transaction or supply under these conditions.

“**Customer**” means the Person with whom the Storage Operator contracts for Storage.

“**Goods**” mean the caravans and other personal property accepted from the Customer with any container, packaging or pallets or any plant, equipment, furniture, fixtures, fittings and other personal goods stored or contained therein and supplied by or for the Customer.

“**Period of Agreement**” means the period specified as the Commencement date and End date of the Agreement and if the Goods are not collected or removed by the End date, a recurring monthly period will apply after that date the anniversary of which is taken to be the End date.

“**Person**” includes any person, firm, corporation, governmental authority or state or federal government.

“**Storage**” means the whole of the storage operations and services undertaken by the Storage Operator for the Goods but does not include collection of the Goods or their redelivery when taken out of store.

“**Storage Operator**” means SWIFT CARAVAN SERVICES UNIT TRUST (ABN 40 659 255 911), trading under the name *Swift Caravan Services* and its related bodies corporate within the meaning of that expression in Section 9 of the Corporations Act carrying on business in their own names and under any business names and their officers, servants, agents and Sub-Contractors.

“**Storage Facility**” means the site and premises at which the Storage Operator provides its Storage services.

“**Site**” means the particular allotment of the Storage Facility on which you are granted access to store your Goods.

“**Sub-Contractor**” means:

- (a) any **Person** with whom the Storage Operator arranges Storage of the Goods; and
- (b) any **Person** who is a servant, agent, employee or sub-contractor of the Storage Operator or any person in (a) above.

1. THE CUSTOMER’S RIGHTS

- 1.1. Subject to the terms of this Agreement and the payment of the Storage Fees, the Customer has the right to Store the property at the Storage Operators designated site at the Storage Facility;
- 1.2. Subject to proper and due notification and the consent of the Storage Operator, the Customer has the right to Access the property stored by the Storage Operator on the following terms:
 - 1.2.1. To obtain access to your property you will need to contact the Storage Operator to request access at least 24 hours prior to the time you wish to access the storage facility;
 - 1.2.2. Access hours for the storage facility are as posted by the Storage Operator and will be updated or amended from time to time.

2. STORAGE BASIS

- 2.1. The Storage Operator may refuse to carry out Storage of the Goods at its sole discretion.

2.2. Subject to clause 10, the Goods are stored entirely at the risk of the Customer, and the Storage Operator accepts no liability for the Goods whatsoever.

2.3. the Storage Operator relies on the details of description, items, storage area, quantity, weight, quality, value and measurements supplied by the Customer for the Goods but the Storage Operator cannot verify and does not admit their accuracy.

2.4. The Customer agrees and accepts that the Storage Operator is not liable for any loss or damage whatsoever to the Goods and howsoever caused whilst on or about the Storage Operator’s premises.

3. THE CUSTOMER’S OBLIGATIONS

The Customer **must**:

- 3.1. Insure its Goods at all times against all usual or foreseeable risks, including but not limited to collision, loss, damage, accident, theft, malicious act, hail & storm, flood, fire, breakdown or mechanical failure;
- 3.2. Not store any volatile or explosive Goods or Goods which are or may become dangerous, inflammable or offensive (including radioactive materials) or which are or may become liable to damage any person or property without first presenting to the Storage Operator a full written description disclosing the nature of those Goods;
- 3.3. Not store goods that are highly valuable, irreplaceable, and/or currency, jewellery, furs, deeds, paintings, curios, works of art and items of significant personal or sentimental value;
- 3.4. Notify the Storage Operator of any change in its address, telephone, fax or email contact details;
- 3.5. Unless otherwise agreed, give at least 24 hours’ notice to the Storage Operator of its intention to collect the Goods or have them collected or redelivered; and
- 3.6. If the Storage Operator gives notice to the Customer requiring the Customer to remove the Goods or any part from Storage, pay any Charges outstanding and then remove the Goods or that part within seven (7) days of the date of notice.

4. CUSTOMER’S WARRANTIES AND INDEMNITIES

The Customer warrants:

- 4.1. It has fully and adequately described the Goods, their nature, weight and measurements and complied with all applicable laws and regulations (including the Australian Code for the Transport of Dangerous Goods by Road and Rail, Civil Aviation Regulations and the International Maritime Dangerous Goods Code) about the notification, classification, description, labelling, transport, packaging and storage of the Goods and given their nature the Goods are packed in a proper way to withstand the ordinary risks of Storage;
- 4.2. The Person delivering the Goods to the Storage Operator for Storage is authorised so to do and to sign this Agreement;
- 4.3. It is either the legal owner or the authorised agent of the owner of the Goods and it accepts these conditions for itself and for any other Person having an interest in the Goods;
- 4.4. Neither it nor any other Person will make an allegation or claim against the Storage Operator or any other person

about the Storage of the Goods; and

- 4.5. The Customer indemnifies the Storage Operator from any loss, damage, expense, penalty, fine or liability arising from a breach of these warranties, the Customer's obligations or these conditions.

5. THE STORAGE OPERATOR'S RIGHTS

- 5.1. If any Charges are unpaid for seven (7) days the Storage Operator may at any time require the Customer to remove the Goods.
- 5.2. The Storage Operator has a right to enter the Site and inspect any part of your goods at any time and at the Storage Operator's sole discretion.
- 5.3. If in the Storage Operator's opinion the Goods are or are liable to become dangerous, inflammable, explosive, volatile, offensive or damaging in nature, the Storage Operator may at any time and at the Customer's cost destroy, dispose of, abandon or render them harmless without compensation to the Customer, and without prejudice to the Storage Operator's right to any Charges.
- 5.4. If the Customer instructs the Storage Operator to use a particular method of Storage, the Storage Operator will give priority to that method but if the Storage Operator cannot conveniently adopt it, the Storage Operator may use any method of Storage.
- 5.5. Unless and until all Charges have been paid, a receipt is signed by or on behalf of the Customer, and the Person applying for redelivery, if not the Customer, tenders a proper authority signed by the Customer, the Storage Operator does not have to make the Goods available to any Person or grant access to the storage area or to the goods.
- 5.6. If any identifying document or mark is lost, damaged, destroyed or defaced the Storage Operator may open any document, wrapping, package or other container in which the Goods are placed or carried to inspect them either to determine their ownership or nature or condition.
- 5.7. the Storage Operator may consolidate the Goods with others and as principal or agent may arrange for Storage of the Goods by any Sub-Contractor on any terms.
- 5.8. the Storage Operator may lease, hire or use any container or pallet in which or on which the Goods may be placed or packed and subject to the terms of any bill of lading, hire lease agreement, equipment hand-over agreement, interchange receipt or other contract and to give any receipt for any container or pallet.

6. CHARGES

- 6.1. The Customer must:
- 6.1.1. unless otherwise agreed, pay the Storage Operator the Charges in Australian dollars within seven (7) days of the date of the Storage Operator's invoice;
- 6.1.2. pay the Storage Operator any Charges or expenses not recouped out of the proceeds of sale of the Goods under clause 7;
- 6.1.3. pay the Storage Operator's expenses and charges to comply with any law or regulation or any order or requirement made under them or with the requirement of any regulatory authority or other Person;
- 6.1.4. if any of the Goods are under Customs control, pay all Customs duty, excise duty and costs (including any fine or penalty) which the Storage Operator becomes liable to pay or pays;
- 6.1.5. supply or pay for labour or machinery or both to load or unload the Goods;
- 6.1.6. pay the cost, expense or loss to the Storage Operator

- of destruction or disposal under clause 5.2, or of opening or inspecting under clause 5.6;
- 6.1.7. compensate the Storage Operator for any cost, expense or loss to the Storage operator's property or any Person caused by the Goods;
- 6.1.8. if any Charges are not paid on the date for payment, pay interest on the unpaid Charges at a rate 8% higher than the prevailing rate under the *Penalty Interest Rates Act 1983* and pay any charge or amount owing to the Storage Operator under any contract with the Storage Operator; and
- 6.1.9. if the Goods are at any time realigned or remodeled requiring additional space, pay any proportional additional Charges.
- 6.2. the Storage Operator's Charges are earned as soon as the Goods are delivered to the Storage Operator and whether redelivered to the Customer or not and whether damaged or not.
- 6.3. the Storage Operator will not refund any payment for Charges under any circumstances.
- 6.4. the Storage Operator's quoted charges represent the exclusive value of the supply for GST purposes.

7. LIEN

- 7.1. The Customer grants the Storage Operator an irrevocable lien over the Goods for all charges pursuant to the Agreement including any expenses incurred by the Storage Operator pursuant to clause 7.2.2.
- 7.2. If any amount payable under this Agreement remains unpaid for 60 days after due date for payment then:
- 7.2.1. the Storage Operator may as the Customer's agent sell the Goods in such manner and so such terms the Storage Operator in its absolute discretion decides;
- 7.2.2. the Storage Operator may deduct from the sale proceeds of the Goods all unpaid storage fees, sale costs, legal costs, charges and other money payable by the Customer to the Storage Operator arising out of the storage of the Goods whether pursuant to this Agreement or otherwise together with any amount necessary to clear any encumbrance effecting the Goods in favour of a third party;
- 7.2.3. Any remaining surplus of the sale proceeds, after the Storage Operator makes any deduction under clause 7.2.2, shall be sent by the Storage Operator to the Customer at the Customer's last known address but if the Storage Operator cannot, after reasonable endeavours, locate the Customer, the Customer hereby irrevocably authorises the Storage Operator to donate the surplus sale proceeds to a charity of the Storage Operator's choice.
- 7.3. In consideration of the Storage Operator storing the Motor Vehicle of the Customer and to be better secure the Storage Operator's rights under this clause, the Customer hereby irrevocably appoints the manager of the Storage Operator as the Customer's attorney to exercise the rights available to the Storage Operator under clause 7.2.2 and agrees to ratify and confirm all acts things done by the Storage Operator in the exercise of those rights and as the Customer's attorney.

8. CLAIMS

- 8.1. If the Storage Operator is liable for damage to or loss of the Goods or any part of the Goods, no claim for the loss or damage may be made unless notice of the claim is lodged in writing within seven (7) days of the date of removal of the Goods.
- 8.2. The failure to notify a claim within the time under 8.1 is

evidence of satisfactory performance by the Storage Operator of its obligations.

- 8.3. Despite any other condition except 10, the Storage Operator will be discharged from all liability for loss or damage or the Storage of the Goods unless an action is brought within six months of the date of removal of the Goods from Storage.

9. EXCLUSIONS AND LIMITATIONS

- 9.1. Subject to clause 10, the Storage Operator excludes from these conditions all conditions, warranties and terms implied by statute, general law or custom.
- 9.2. Subject to clause 10, the Storage Operator excludes all liability to any Person, including the Customer, for acts or omissions of the Storage Operator in tort (including negligence), contract, bailment or otherwise for loss of, damage to or deterioration or contamination of the Goods, or any delay or other failure arising out of the Storage or these conditions or for any acts or omissions of any invitee, licensee, trespasser or anyone else ultimately found to have caused or contributed to any such loss, damage, deterioration or contamination.
- 9.3. Subject to clause 10, the Storage Operator excludes all liability for, and the Customer releases and indemnifies the Storage Operator against all loss, damage, cost and expense from any claim by any Person in tort (including negligence), contract bailment or otherwise for loss or damage to any property, injury to, or death of any Person arising out of any acts or omissions of the Storage Operator or any or all of the Goods, the Storage, any delay or other failure to supply the Storage or these conditions or for any acts or omissions of any invitee, licensee, trespasser or anyone else ultimately found to have caused or contributed to any such loss, damage, deterioration or contamination.
- 9.4. The exclusions, releases and indemnities in this clause 8 extend to loss of profits, business or anticipated savings or any other indirect or consequential damage and to economic loss and even if the Storage Operator knows they are possible or otherwise foreseeable.
- 9.5. These conditions apply in all circumstances arising from a fundamental breach of contract or breach of a fundamental term.
- 9.6. the Storage Operator, in addition to acting for itself, also acts as agent of and trustee for each of its servants, agents and Sub-Contractors so they are entitled to the full benefit of these conditions, including any exclusions or limitations of liability, to the same extent as the Storage Operator.
- 9.7. Even if the Storage Operator breaches a storage contract or any of its or these conditions, all the rights, immunities and limitations of liability in these conditions continue to have their full force and effect in all circumstances.

10. AUSTRALIAN CONSUMER LAW

The terms and conditions of this Agreement which exclude or limit the liability of the Storage Operation shall apply only to the extent permitted by law. Provisions of the *Australian Consumer Law*, and other statutes from time to time in force in Australia may apply warranties or conditions or impose obligations upon the Storage Operator which cannot be excluded, restricted or modified or cannot be excluded, restricted or modified except to a limited extent. This Agreement shall be read and construed subject to any such statutory provisions. If any such statutory provisions apply, then to the extent to which the Storage Operator is entitled to do so, its liability under those statutory provisions shall be limited at its option to:

- 10.1.1. in the case of the supply of goods:

- 10.1.1.1. the replacement of the goods or the supply of equivalent goods; or
- 10.1.1.2. the payment of the cost of replacing the goods or of acquiring equivalent goods; or
- 10.1.1.3. the payment of the costs of having the goods repaired; or
- 10.1.1.4. the repair of the goods; or
- 10.1.1.5. the refunding to the Company of the price or fees paid in respect of the goods giving rise to the liability; and
- 10.1.2. in the case of services:
- 10.1.2.1. the supplying of the services again; or
- 10.1.2.2. the payment of the cost of having the services performed again; or
- 10.1.2.3. the refunding to the Company of any sums paid in respect of such services.

11. VARIATIONS AND WAIVER

- 11.1. The Storage Operator is not bound by any waiver, discharge or release of a condition or any agreement which varies these conditions unless it is in writing and signed for the Storage Operator by an authorised officer.
- 11.2. If the Storage Operator waives a breach of a condition the waiver does not operate as a waiver of another breach of the same or any other condition or as a continuing waiver.
- 11.3. The Customer hereby appoints the Storage Operator as his Agent and lawful Attorney for the purposes of executing or giving effect to any of these terms and conditions, provided that the Storage Operator acts lawfully in the exercise of this power.

12. TERMINATION

- 12.1. Either party may terminate the Storage Agreement at any time if the other party commits a material breach of the Agreement.
- 12.2. Subject to clause 12.3 and the payment of all Charges up to and including the Period of Agreement, the Customer may terminate this Agreement.
- 12.3. If the Customer terminates this Agreement, the Customer is not entitled to any rebate or refund for any period up to and including the expiry of the Period of Agreement.

13. FORCE MAJEURE

- 13.1. You agree that the Storage Operation will not be liable for failing to perform its obligations under this agreement as long as the failure is triggered by something beyond its reasonable control. For any avoidance of doubt, force majeure includes but is not limited to the following:
- 13.1.1. Natural Disasters or unforeseen Events;
- 13.1.2. Riots; Civil unrest;
- 13.1.3. Mechanical failure or breakdown; or
- 13.1.4. Acts, including those of negligence or criminality, of other Customers or third parties
- 13.2. The Storage Operation will not be liable for any loss, damage, stress of inconvenience suffered arising out of such a failure.

14. JURISDICTION

These conditions are governed and must be construed under the laws of the State of Victoria and the parties submit to the exclusive jurisdiction of the courts of that State.

15. SEVERABILITY

If a condition or part is unenforceable the unenforceability does not affect any other part of the condition or any other condition.

Swift Caravan Storage - After Hours Yard

114-142 Colchester Rd, Kilsyth.

(May 2021)

Business Hours Contact: 0488 489 268

Emergency Contact: 9725 0833

The After Hours Yard has been setup to provide more flexible access hours to our existing storage customers. It can be used as little or as much as customers require. For those customers who don't require access after hours, their storage fee remains un-changed.

We have built a separate holding yard for After Hours Access, which has specialised security. If you choose to use this service we will transport the caravan to/from this separate yard when you require the 'after hours' access, from your current site.

There is a \$45- charge every time you require access after hours. For example if you collected your caravan Thursday evening at 7pm and then returned on Monday morning at 6.30am, this would cost \$90 for the 2 after hours visits and transport from your site to the special yard and then back again on return. This needs to be pre-paid and we provide you with an electronic key (\$20 one-off cost) which is activated for your access times. This key then is de activated once the period finishes.

For long weekends some customers may only need to use this special yard for the pickup and maybe able to return the caravan in normal business hours so this would only cost \$45. For example if you used this service over 5 weekends for both pickup and drop off, \$45 x 2 x 5 this would cost an extra \$450 on top of your \$945 storage fee, being a total of \$1395-. If you used it on 5 weekends for the pickup only, it would cost an additional \$225 over the whole year.

Once your electronic key FOB is setup, you need to give us 24 business hours notice (using special form on website) we will activate your FOB and allow access over the period. Therefore customers are paying for the service as they use it.

Any access to the yard on the weekend through till Monday morning must be submitted by Friday 1pm, afternoon.

There may be a few permanent sites for \$1400/year for those that need permanent after hours access.

PLEASE USE THE FORM on the website for all access After Hours

www.swiftcaravanservices.com.au

Example of Form to be Completed On Line

First Name: _____ Surname: _____

Phone Number: _____ Site No: _____

Access: Date _____ Time _____

Collection: _____

Payment \$45 (Once completed Storage Manager will call and ask for Credit Card details)

(This form needs completing for every collection/drop off from the After Hours Yard, 24 hours prior, or for weekends by Friday at 1pm)

Access

- The After Hours Yard will be open when our main yard is shut.
- Please note the After Hours yard will be closed during normal business hours (8.00am-4.15pm Monday to Friday and Saturday mornings from 8.00am – 11.30am)
- The After Hours Yard cannot be used after 8pm and before 6am. It completely locks down between these times.
- Please ensure you sign in and out and print details clearly using the site holder's name and not friends/relatives.
- The automated gate is controlled by an electronic FOB key. This needs to be collected before any arrangements can be made. A \$20 deposit is required for the FOB. A refund of \$20 will be given on return of FOB.
- FOB's will be deactivated unless a booking has been made.
- We have security cameras operating throughout the yard.
- Remember the mobile contact for storage is Leigh on 0488.489.268 during business hours In case of emergency after hours phone number is 9725 0833, and always good to remember your site number.

Protection

- Coupling Locks are required on every caravan in storage as additional protection against theft. Lock to be supplied by you. Please ensure Leigh has an up to date spare key.

5km/hr Speed within our Site

- It's very important to remember the speed limit of 5km/hour (walking pace) is required. We also have a traffic management plan posted above the check-in book. If there ever was an emergency on our site when you were present we have an 'Emergency Assembly' area at our main entrance gate.

Security

- An electric fence surrounds the after hours yard. Please do not touch the electric fence.
- Site is well lit at night with LED floodlights and security cameras
- You will receive a FOB for the gate. You swipe in on the right hand side of the gate and swipe out at the sign in box. We also have cameras monitoring this gate operating in our main office the whole time.
- Talk to our staff about our perimeter security system along with the internal bollards / dirt barrier system and electric fences.
- External security monitoring
- Compulsory coupling locks for every caravan in after hours storage yard.
- No petrol or diesel fuel to be left on caravans whilst in after hours storage yard.
- We can only provide so much security in an 'after hours' facility where there is no staff on-site. We have provided electric fences, CCTV monitoring, external monitoring and special access keys however we cannot provide a steadfast guarantee the gate wont get caught open in the event of power failure etc.

Payment Terms

- \$45 Fee paid in advance, when confirmation in or out date.

Other Things

- Please note we request all storage customers to use a coupling lock as an additional measure to complement our extensive security. Please ensure Leigh has an up to date spare key. Caravans will not be moved if we don't have a spare key.
- Diesel or petrol fuel is not allowed in storage so please remove any containers, eg jerry cans or generators, before returning to storage. Gas bottles and diesel heater fuel tanks are exempt and allowed. Gas bottles must be turned off
- Leigh is on-site Monday to Friday during business hours.
- Speed limit throughout the whole area is 5ks. Please observe
- All in and out dates must be confirmed at least 24 business hours before.
- Please keep off all dirt mounds.
- Please keep away from electric fences. Do not touch electric fences.
- Please keep away from the barricaded NBN pit. Do not enter area.
- Always have car headlights on when dark. (Same as road rules)
- Always park in nominated parking spot.
- Take care when walking around the after hours yard, there are some uneven surfaces.

After Hours Yard Check-In Checklist

- Customer Given After Hours Yard Briefing Sheet
- After Hours Yard Agreement Signed
- Customer given FOB (\$20, refund when returned)
- Customer Given Map
- Customer Paid (\$45.00)
- Check coupling key works & both of us have a key
- Explanation of operating hours, sign-in, access times, etc
- Customer understands 24hr notice
- Customer given parking bays for in and out, limited room to turn around
- Customer understands we have less control of security after hours
- Customer walked through yard & explained procedures
- Customer understands \$45 for 7 days
- Information written into After Hours Yard Spreadsheet

Booked in by _____