
STORAGE TERMS AND CONDITIONS

Storage

1. **Adelaide Storage Solutions** grants the person(s)/company named on page 1 of this Agreement ("**Storer**") a non-exclusive right to store Goods on its premises at 15 Alfred Avenue Beverley, SA 5009 ("**Storage Space**").
2. The Storer warrants that they are the owner of the Goods, has knowledge of them and is lawfully entitled to deal with them in accordance with this Agreement.
3. Adelaide Storage Solutions will not be deemed to have knowledge of the Goods and does not take possession of the Goods except as bailee or where provided for in this Agreement.

Costs

4. Upon the signing of this Agreement, the Storer must pay Adelaide Storage Solutions the Administration Fee.
5. The Storer must pay the Storage Fee monthly in advance by Direct Debit and is responsible for ensuring the full payment is made directly to Adelaide Storage Solutions on time. No invoices will be provided unless otherwise agreed in writing.
6. Adelaide Storage Solutions is entitled to claim a lien over the Goods for any outstanding or unpaid fees and expenses.
7. The Storer will be liable for any costs or expenses incurred by Adelaide Storage Solutions in collecting any outstanding Storage Fees, dealing with any Goods in enforcing a lien, or enforcing this Agreement.
8. The Storer is responsible for payment of any applicable government taxes, including GST.

Default

9. If any outstanding Fee, Expense or other money owing by the Storer is not paid in full within three (3) months of the due date, Adelaide Storage Solutions may without further notice, enter the Storage Space and sell or dispose of any Goods stored therein. The Storer will be liable for any costs or expenses associated with accessing the Storage Space or dealing with the Goods.

Storage Conditions

10. The Storer must only store its Goods in the area allocated for its use.
11. The Storer must not store any Goods that are dangerous, hazardous, illegal, stolen, inflammable, explosive, environmentally harmful, perishable or otherwise a risk to the safety or property of any person.
12. The Storer must not damage or alter the Storage Space and must ensure it remains in clean and tidy condition.
13. This Agreement cannot be assigned or transferred.
14. The Storer must give Notice in writing to Adelaide Storage Solutions of any change in its contact details within 48 hours of any change.
15. The Storer grants permission for Adelaide Storage Solutions to discuss any matter or Goods relating to this Agreement with the nominated Alternate Contact.

Access

16. The Storer may only use the Storage Space solely for the purpose of storing its Goods and shall not carry on any other activity or business. The Storer may only access their Goods during the Access Hours advised by Adelaide Storage Solutions.
17. If there is outstanding money owed by the Storer, access to the Storage Space may be refused by Adelaide Storage Solutions, irrespective of whether a formal demand for payment has been made.
18. Adelaide Storage Solutions reserves the right to relocate the Storer to another Storage Space on its premises at its discretion.

Risk and Responsibility

19. The Storer stores its Goods in the Storage Space at its sole risk and responsibility. The Storer is responsible for any theft or damage to, or deterioration of the Goods caused by any reason whatsoever, including acts or omissions, negligent or otherwise of Adelaide Storage Solutions or persons under its control.
20. The Storer acknowledges that it is responsible for insuring its Goods against all relevant risk. A copy of the Storer's insurance Certificate of Currency must be provided to Adelaide Storage Solutions. Please note that this facility does not have a fire sprinkler system in place.
21. The Storer agrees to indemnify and keep indemnified Adelaide Storage Solutions from all claims for loss or damage to the property of, or personal injury to, third parties resulting from or incidental use of the Storage Space by the Storer, including the storage of Goods in the Storage Space.
22. The Storer agrees to comply with all relevant laws as are or may be applicable to the Storage Space. Liability for any breach of such laws rests absolutely with the Storer and includes all costs resulting from such a breach.

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23. If Adelaide Storage Solutions believes the Storer is not complying with any relevant laws, it may take any action believed necessary, including contacting and cooperating with the relevant authorities and removing or disposing of the Goods at the Storer's expense.

Inspection and Monitoring

24. Adelaide Storage Solutions has the right to access the Storage Space for any purpose in the event of an emergency where in its opinion, the environment, human life or property is threatened.
25. Adelaide Storage Solutions may access the Storage Space for general inspection of the Storage Space or Goods, or any other purpose it believes necessary for the operation of the premises.

Termination

26. During the term of the storage period, either party may terminate this Agreement by giving minimum 1 (one) month's notice.
27. If the Storer is believed to be engaged in any illegal, dangerous or environmentally harmful activities in its use of the Storage Space, Adelaide Storage Solutions may terminate this Agreement without Notice.
28. Upon termination the Storer must remove all Goods and leave the Storage Space in a good clean order and condition and pay any outstanding money owed.
29. The Storer's liability for outstanding money, personal injury, environmental damage, property damage or any legal responsibility under this Agreement will continue to run beyond the termination of this Agreement.

Limitation of Liability

30. It is agreed between the parties that the terms of this document constitute the entire Agreement and the Storer relies on no representations other than those contained herein.
31. Any damages, whether for physical or economic loss for which Adelaide Storage Solutions is liable to pay to the Storer are limited in all cases to the payment of the cost for further supply of storage equivalent to that undertaken by Adelaide Storage Solutions under the terms of this Agreement.

Security Procedures

32. The Storer will be issued with one security access swipe to gain access to the Storage Space. If the security access swipe is lost or requires replacement, a replacement fee of \$40.00 will be charged. Lost access swipes must be reported missing to Adelaide Storage Solutions as soon as practicable. Access swipes are for the exclusive use of the Storer named in this Agreement and must not be shared with any other party.
33. The Storer will be allocated a Voice Code for use in the event of an alarm problem which requires them to contact the Security Alarm Control Room (SA Monitoring Services ph 8234 8899). This Voice Code will comprise of the Storer's initials and the last three digits of the mobile phone number provided upon entering into this Agreement. This code must not be shared with any other party.
34. When accessing the Storage Space on a Saturday, the Storer will have a 60 minute window from the time the alarm is deactivated until the Storer is required to re-arm the site alarm. If the Storer requires more time they must contact SA Monitoring Services on ph 08 8234 8899, quoting their Voice Code and request an extension of time. If the Storer needs to be on the premises after the additional time has expired, the Storer must contact SA Monitoring Services again for another extension. The alarm system must be re-armed prior to the Storer departing the premises.
35. Failure to comply with the Security Procedures may result in termination of this Agreement by Adelaide Storage Solutions.

Privacy

36. The Storer's personal information and contact details will be stored in Adelaide Storage Solutions' security database and may be used to contact the Storer in relation to its use of the Storage Space.
37. Adelaide Storage Solutions' premises, including the Storage Space is subject to permanent monitoring by a CCTV surveillance system, and the activity or movement of the Storer may be recorded. This CCTV footage may be stored and used for general surveillance purposes or to investigate any alleged or actual incidents.

Other

38. Notices must be given in writing and emailed, posted to or left at the address of Adelaide Storage Solutions. Notice is deemed to be given to the Storer if sent to the last notified contact details of the Storer or Alternate Contact. Adelaide Storage Solutions may give notice of any sale in enforcement of any lien in a newspaper distributed throughout the state and may name the Storer for this purpose.
39. A failure or delay by Adelaide Storage Solutions to exercise its rights under this Agreement will not waive those rights.
40. If any term of this Agreement is legally unenforceable or is made inapplicable, or in its application would breach any law, that term shall be severed or read down, but so as to maintain as far as possible all other terms of the Agreement.
41. This Agreement is governed by the laws of South Australia.