

STORAGE SCHEDULE

GATEWAY CONTAINER SALES AND HIRE PTY LTD



CUSTOMER DETAILS – PRIMARY CONTACT			
Surname			
Given Name/s			
Company Name (if applicable)			
ACN/ABN (if applicable)		Fax	
Phone		Mobile	
Postal Address			
Email			
Drivers Licence Number OR Passport Number	<i>(Please attach a copy to this document)</i>		

SECONDARY CONTACT (Compulsory)			
Surname			
Given Name/s			
Phone		Mobile	
Email			
Relationship to Storer			

CONTAINER DETAILS	
Container Number	
Container Size	
Container Weight (if known)	

*** Maximum allowable weight for packed container is 8 Tons (20ft or 40ft). Any containers exceeding 8 Tons will be subject to additional charges. Client Owned Containers are subject to Lift In / Lift Out charge.

STORAGE INSTRUCTIONS	
Storage Start Date	
Storage End Date	
Storage Address	Gateway Container Sales and Hire Pty Ltd ("Owner") 31 Gosport Street, Hemmant QLD 4174
Site Contact Name	
Site Contact Phone	(07) 3348 6463

CHARGES	
Weekly Storage Charge	\$
Lift In/Out Charge (Customer owned only)	\$20.00 / Not Applicable
Cleaning Charges	\$
Late Payment Fee	\$

The Customer by signing this form, acknowledges and agrees to be bound by the responsibilities, terms and conditions overleaf.

Signature Name

Agreement Dated

Please fill out your details above and return to Gateway Container Sales and Hire Pty Ltd via Email (Preferred), Fax or Post.
FAX: (07) 3348 6588 EMAIL: sales@gatewaycontainerpark.com.au POST: PO Box 7034, Hemmant QLD 4174

This Storage Agreement represents the entire agreement between Gateway Container Sales and Hire Pty Ltd (ABN 50 304 968 435) ("Owner").

Terms and Conditions – Storage

1. The Owner agrees to provide storage to the Storer on terms set out in this document. If the Storer wishes to store goods in the Space allocated to the Storer by the Owner, the Storer must complete and sign (or otherwise accept in the manner required by the Owner) a Storage Schedule and such other documents as the Owner may require. Each Storage Schedule is not a separate contract but forms a part of this Agreement between the Owner and the Storer.
2. By entering into an Agreement with the Owner, the Storer is taken to have read, understood and agreed to be bound by these terms and conditions.

Key responsibilities under this Agreement

3. All payments are to be made in advance by you
4. Goods are stored at your sole risk.
5. The Owner is not liable for the loss or damage to the Goods or any goods stored on its premises
6. You must not store hazardous, dangerous, illegal, stolen, perishable, animal, environmentally harmful or explosive goods
7. Your Space will only be accessible during set access hours as posted by Owner
8. You must notify the Owner in writing of all changes of address and contact telephone numbers
9. If you fail to comply with the conditions of this agreement the Owner will have certain rights which include forfeiture of your Deposit and the right to sell and/or dispose of your goods
10. The Owner has the right to refuse access if all fees are not paid promptly
11. The Owner has the right to enter in certain circumstances

Definitions of Words in this Agreement

12. Terms defined below have the corresponding meaning when used in this Agreement:
 - (a) **Access Hours** means the hours that the Owner deems the Facility to be open for as advised at the Premises or on the Owner's website from time to time.
 - (b) **Agreement** means the agreement comprised of the Storage Schedule and these terms and conditions, entered into by the Owner and the Storer.
 - (c) **Alternate Contact Person** means the person specified in the Storage Schedule as the alternate contact person.
 - (d) **Authority** means any Governmental or semi-Governmental or Local Government Authority, public agency, statutory corporation or other utility of legal entity having statutory right in respect of approvals.
 - (e) **Claim** means in relation to a person, a claim, demand, remedy, suit, injury, damage, loss, cost, liability, action, proceeding, right of action, claim for compensation or reimbursement or liability incurred by or to be made or recovered by or against the person, hosing and whether ascertained or unascertained, or immediate, future or contingent.
 - (f) **Cleaning Charge** means the cleaning charge imposed by the Owner as specified in the Storage Schedule.
 - (g) **Commencement** means the date upon which the Goods are stored as specified in the Storage Schedule as the 'Storage Start Date'.
 - (h) **Deposit** means a sum equivalent to the cost of one month's storage of Goods in the Space.
 - (i) **Facility** means the Owner's premises where the Space is provided.
 - (j) **Goods** means the property from time to time stored by the Storer in the Space.
 - (k) **GST Act** means A New Tax System (Goods and Services Tax) Act 1999 (Cth).
 - (l) **Late Payment Fee** means the fee charged by the Owner to the Storer as specified in the Storage Schedule which becomes payable each time a payment is late.
 - (m) **Owner** means Gateway Container Sales & Storage Pty Ltd as trustee for the Gateway Trust (ABN 50 304 968 435) and its Personnel.
 - (n) **Payment Date** means the date upon which the Storage Charge is due to be paid, being the monthly anniversary of the Commencement.
 - (o) **Personnel** in relation to a party means the party's officers, office-holders, employees, agents and contractors.
 - (p) **PPS Act** means the Personal Property Securities Act 2009 (Cth).
 - (q) **Security Interest** has the meaning given to it by the PPS Act.
 - (r) **Space** means the location where the Goods are to be stored as nominated by the Owner Storage Charge means the amount specified in the Storage Schedule payable by the Storer to store the Container.
 - (s) **Storage Charge** means the amount payable in relation to the storage of the Goods as specified on the Storage Schedule.
 - (t) **Storage Period** means the period from the Commencement until the conclusion of the storage as specified in the Storage Schedule. The Owner may issue and require the Storer to sign an amended Storage Schedule for any extension of the Storage Period.
 - (u) **Storage Schedule** means the document that specifies the Storer, the container number, the Storage Period, the Storage Charge and other details relating to the Storage of the Goods.
 - (v) **Storer** means the person or entity specified in the Storage Schedule and includes the Storer's employees, executors, administrators and representatives.

The Owner's Obligations

13. The Owner:
 - (a) will store the Goods in the Space for the Storage Period;
 - (b) does not have knowledge of the Goods and will not be deemed to have knowledge of the Goods; and
 - (c) does not take possession of the Goods and is not a common carrier, Bailee or warehouseman of the Goods.
14. Nothing in this Agreement excludes, restricts or modifies any term, condition, warranty, right or remedy implied or imposed by any statute or regulation that cannot be lawfully excluded.

Warranties and Obligations of the Storer

15. The Storer:
 - (a) may store Goods in the Space for the Storage Period;
 - (b) is deemed to have knowledge of the Goods;
 - (c) warrants that it is the owner of the Goods and/or is entitled to deal with the Goods at law;
 - (d) may access the Space during the Access Hours as posted by the Owner;
 - (e) is solely responsible for securing the Space and must properly (including in accordance with any directions by the Owner) secure the Space at all times when the Storer is not in the Space (including if necessary securing the external gates and/or doors of the Facility);
 - (f) must not store Goods that are hazardous, illegal, stolen, inflammable, perishable, explosive, environmentally harmful, animal, a risk to any property or person, or which in the opinion of the Owner would cause harm to any person, property or the environment;
 - (g) must use the Space solely for the purpose of storage and shall not carry on any business or other activity in the Space;
 - (h) must not attach nails, screws or any fittings or fixtures to any part of the Space or alter, repair or modify the Space without the Owner's prior written consent;
 - (i) must maintain the Space in a clean condition and good state of repair;
 - (j) must not damage or alter the Space and/or the Facility;
 - (k) authorises the Owner to inspect the Space at any time during the Storage Period;
 - (l) must provide the Owner with written notice of the Storer and/or the Alternate Contact Person's contact detail changes, including address, phone numbers and email address, within 48 hours of any change;
 - (m) must not cause any nuisance or inconvenience to other customers of the Owner;
 - (n) authorises the Owner to discuss any aspect of this Agreement, including any default of the Storer, with the Alternate Access Person;
 - (o) is not entitled to assign or sub contract all or any of its rights under this Agreement; and
 - (p) must remove the Goods from the Space at the end of the Storage Period.

Cost and Payment

16. Upon signing this Agreement, the Storer must pay the Deposit to the Owner.
17. The Storer must pay all subsequent payments of the Storage Charge in advance on the Payment Date.
18. The Storage Charge may be varied at the Owner's discretion on one month's written notice to the Storer.
19. In addition to the Storage Charge, the Owner may require the Storer to pay:
 - (a) the Late Payment Fee;

- (b) the Cleaning Charge;
 - (c) the cost of repairing any damage to the Space;
 - (d) a returned cheque/failed credit card/direct debit fee in the event that the Storer's payment fails;
 - (e) a security callout fee payable in the event of a security call-out caused by the Storer accessing the Space;
 - (f) any costs (including legal fees) incurred by the Owner in connection with exercising, enforcing or preserving or attempting to exercise, enforce or preserve its rights under this Agreement, including in connection with the Storer's default; and
 - (g) stamp duties, GST any other taxes or duties, and all tolls, fines, penalties, levies or charges payable in respect of this Agreement or arising from the Storer's use of the Space.
20. All payments by the Storer must be made as and when they fall due and without set-off or deduction.
21. Any payment that is made by credit or direct deposit must be clearly identified as being made under this Agreement.
22. The Owner may refuse the Storer access to the Space and/or the Facility if any monies are owed by the Storer to the Owner pursuant to this Agreement regardless of whether or not a formal demand for payment of those monies has been made. All other obligations and rights under this Agreement continue notwithstanding the refusal of access of the Storer.
23. Without prejudice to the Owner's other rights, the Owner will be entitled to retain any funds paid by the Storer, including the Deposit, in the event that the Storer owes monies under this Agreement, the Space has not been cleaned to the Owner's satisfaction or the Storer has otherwise breached this Agreement.

Risk and Title

24. At all times, the Goods are stored at the sole risk and responsibility of the Storer, including in relation to the risk of theft of the Goods and/or damage to or deterioration of the Goods for any reason, including flood, fire, leakage or overflow of water, mildew, heat, spillage of material from any other space or source, removal or delivery of the Goods, pest or vermin or any other reason whatsoever.
25. The Storer has no Claim and agrees to indemnify and keep indemnified the Owner and its Personnel against any Claim, including for any loss of or damage to property or personal injury to or death of any person 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.
26. The Storer acknowledges and agrees to comply with all relevant laws, including all acts, ordinances, regulations, by-laws and orders of any Authority as are or may be applicable to the use of the Space, the Goods and the manner in which they are stored.
27. Liability for any breach of the relevant laws rests absolutely with the Storer and includes any and all costs resulting from such a breach.
28. In the event that the Owner has reason to believe that the Storer is in breach of any of the relevant laws, the Owner may take any action, including immediately accessing the Space without notice, terminating this Agreement, contacting, co-operating with and/or submitting the Goods to the relevant authorities and/or immediately disposing of or removing the Goods at the Storer's expense. The Storer agrees that the Owner may take such action at any time, even if the Owner could have acted earlier.
29. Title to the Goods remains with the Storer until the Owner exercises a right under this Agreement. The Owner is not a bailee, warehouseman, or carrier, and the Storer acknowledges that the Owner has no knowledge of, or responsibility for the Goods stored in the Space.

Inspection and Entry by the Owner

30. The Storer consents to the Owner's entry to the Space:
- (a) at any time and without notice if the Owner exercises its rights under this Agreement;
 - (b) if in the Owner's opinion, the entry the Space is required due to an emergency, including a threat to property, the Space, the environment, human life or by virtue of an obligation at law to do so; or
 - (c) if the Owner first gives the Storer 21 days' written notice of its intention to inspect and enter the Space.

PPS Act

31. All terms capitalised under this heading that are not defined in this Agreement take their meaning as defined in the PPS Act.
32. For the purpose of securing all of the Storer's obligations under this Agreement, the Storer grants (from the moment this Agreement is entered into):
- (a) a contractual lien over the Goods in favour of the Owner; and
 - (b) a Security Interest in the Goods in favour of the Owner.
33. For the purpose of the PPS Act, the Owner is deemed to be in possession of the Goods from the moment the Owner accesses the Space.
34. The Storer must do all things necessary to assist the Owner to continuously perfect any Security Interest arising under this Agreement, including signing any documents or providing any information the Owner reasonably requests for the purposes of protecting its interest under the PPS Act.
35. The Security Interest granted by this Agreement Attaches to the Goods in accordance with the PPS Act and the parties confirm that they have not agreed that any Security Interest granted by this Agreement Attaches at any later time.
36. The Storer will not or will not permit any other Security Interest to be created in the Goods without the Owner's written consent.
37. To the maximum extent permitted by the PPS Act:
- (a) the Owner does not have to give a notice to the Storer of any action the Owner takes in accordance with sections 95 or 121(4) of the PPS Act;
 - (b) the Owner does not have to give a notice under section 130 of the PPS Act;
 - (c) the Owner does not have to give the details required under section 132(3)(d) of the PPS Act;
 - (d) the Owner does not have to give a written statement of account under section 132(4) of the PPS Act;
 - (e) the Owner does not have to give a notice required under section 135 of the PPS Act;
 - (f) no person can redeem the Security Interest in the Collateral under section 142 of the PPS Act without the Owner's consent; and
 - (g) no person may reinstate the Security Agreement under section 143 of the PPS Act without the Owner's consent.
38. For the purposes of section 275(6) of the PPS Act, the Storer must keep confidential any information relating to this Agreement which is in the nature of information which an interested person could access under section 275(1) of the PPS Act.

Termination by Notice

39. Either party may terminate this Agreement without cause by giving the other party 14 days' written notice.
40. In the event that the notice given by the Storer is less than 14 days, the Owner is entitled to retain a portion of the Deposit calculated on a pro-rata basis by reference to the number of days of notice actually given and 14 days.

Termination by Default

41. In the event that:
- (a) the Storage Fee or any other monies payable under this Agreement remain unpaid for a period of 42 days of the due date;
 - (b) there is a substantial breach of this Agreement by the Storer, including any illegal or environmentally harmful activities; or
 - (c) the Storer becomes bankrupt, insolvent or ceases business,
- then the Storer has defaulted, and the Owner may terminate this Agreement without notice and enter the Space, by force or otherwise, and without limitation to any other remedies it has, may seize and at its discretion, sell and/or dispose of any Goods in the Space in accordance with clause 36.
42. In the event that the Owner enters the Space for any reason and there are not Goods stored therein, the Owner may terminate this Agreement without giving prior notice. In these circumstances the Owner will send notice of termination of this Agreement to the Storer.

Effect of Termination

43. Upon termination of this Agreement:
- (a) all amounts owing by the Storer, whether actually or contingently, become payable without deduction or set-off;
 - (b) the Storer must remove the Goods from the Space and leave the Space in a clean condition and in a state of good repair to the satisfaction of the Owner; and
 - (c) any Goods that remain in the Space seven days after the date of termination will be deemed to be abandoned and may be seized and may be sold or disposed of by the Owner in accordance with this Agreement.
44. If termination occurs due to default of the Storer, then in addition to any other rights in accordance with this Agreement and at law, the Owner is entitled to the entirety of the Deposit, this being agreed as reasonable compensation for all associated administration fees and the loss of opportunity to rent the Storer's Space to another Storer.

Sale

45. If the net proceeds of the sale of any Goods sold by the Owner under this Agreement exceed the amount due to the Owner under this Agreement, then the Owner will pay the excess amount to the Storer.

46. The Storer acknowledges and agrees that in exercising the right of sale of Goods under this Agreement, The Owner is entitled to sell the Goods on such terms that the Owner may determine in its absolute discretion.
47. The net sale proceeds of the sale of Goods are taken to be zero if the goods are not successfully sold within one month after first being offered for sale by public auction without reserve.
48. If the sale of the Goods does not satisfy the amount owed to the Owner, then the Storer must pay the difference in addition to any fees or other amount owed by the Storer.
49. In the event that Goods are Sold, the Storer agrees to pay the costs of and indemnify the operator for all reasonable costs, expenses, damages, claims or liabilities arising from or in connection with the Operator exercising its rights to sell Goods under this Agreement. These costs will be deducted from the sale proceeds of the sale of the Goods.
50. Prior to selling the Goods, the Owner may, at its absolute discretion, choose to contact the Alternate Contact Person, who then may remove the Goods on such terms as agreed between the Owner and the Alternate Contact Person (without input from the Storer). The Storer grants the Owner the right to discuss any element of this Agreement with the Alternate Contact Person. For the avoidance of doubt, there is no obligation for the Owner to contact the Alternate Contact Person in any circumstances.

Disposal

51. In addition to any other rights of disposal under this Agreement, the Owner may dispose of the Goods by any means, regardless of the value of the Goods if:
 - (a) the Goods fail to sell when offered for sale or are, in the opinion of the Owner either not saleable or of insufficient realisable value to warrant the expense of a sale;
 - (b) the Goods are not removed by the Storer at the end of the Storage Period;
 - (c) the Goods are left unattended in common areas of the Facility or outside the Space without prior written authority from the Owner; or
 - (d) the Goods are damaged due to fire, flood, or other event that has rendered the Goods, in the opinion of the Owner, severely damaged, of no commercial value, dangerous to the Facility, any persons or their property.

Survival of Liability

52. The Storer's liability for any outstanding monies, property damage, personal injury, environmental damage and legal responsibility under this Agreement survives the termination of this Agreement.

Limitation of Liability

53. The Owner gives no warranties and makes no representations whatsoever relating to the condition, quality, suitability or fitness for any ordinary or special use of the Space.
54. All express or implied warranties, representations, statements, terms and conditions relating to this Agreement that are not contained in this Agreement are excluded to the maximum extent permitted by law.
55. Without limiting the exclusion of liability or implied terms elsewhere in this Agreement, when the Owner can limit the Storer's remedy for a breach of an implied term, condition or warranty, then the Owner's liability for breach of the term, condition or warranty is limited to one or more of the following at the Owner's option:
 - (a) the resupply of the Space; or
 - (b) a refund of the Storage Charge for the relevant period.
56. To the maximum extent permitted by law, the Owner is not liable for (under any circumstances):
 - (a) special, indirect, consequential, incidental or punitive damages; or
 - (b) damages for loss of profits, revenue, goodwill, bargain, anticipated savings or loss, personal injury, death, the costs arising from the loss of use of the Space or costs arising from damage or loss of Goods.
57. To the extent permitted by law, any damages that the Owner is liable to pay the Storer under or in respect of this Agreement is limited to the further supply or cost of further supply of storage equivalent to that (and on the terms) provided under this Agreement.
58. The Owner will not be liable for:
 - (a) any loss or damage that the Storer suffers arising from, or caused or contributed to by, the Owner's negligence or the negligence of the Owner's agents or servants; or
 - (b) special, indirect or consequential loss or damage as a result of a breach by the Owner of this agreement including, without limitation, loss of profits or revenue, personal injury, death, the costs arising from the loss or damage of the Goods and the costs of any substitute Goods that the Storer obtains.
59. The Storer acknowledges and agrees that clauses 45 to 50 impose a reasonable limitation on the Owner's liability.

Notices

60. Notices from the Owner to the Storer under this Agreement must be given in writing and left at, posted to, or faxed to the last notified address of the Storer or sent via email or SMS to the last notified email address or telephone number of the Storer.
61. Any notice to the Storer will be deemed to be received if sent in accordance with clause 52 or if sent to the address of the Alternate Contact Person (including by email or SMS).
62. In the event that there is more than one Storer to this Agreement, a notice sent to one Storer will be deemed to constitute service upon all Storers.
63. Notices from the Storer to the Owner under this Agreement must be physically received by the Owner.

Disputes

64. If required by the Owner, the parties must endeavour to settle any dispute in connection with this Agreement by mediation conducted by a mediator who is independent of the parties and appointed by their agreement. It is a condition precedent to the right of the Storer to commence legal proceedings against the Owner that the Storer first attempts to settle the dispute by way of mediation.

Governing Law

65. The Owner and the Storer agree that this Agreement will be construed in accordance with the laws in force in Queensland and the parties submit to the jurisdiction of the Courts of Queensland.

Miscellaneous

66. The Storer acknowledges that these terms and conditions together with the Storage Schedule constitute the entire agreement between the parties and that in entering into this Agreement, the Storer acknowledges that it has not relied upon any representations, oral or otherwise, not contained in this Agreement.
67. If any clause, term or provision of this Agreement is legally unenforceable, inapplicable or in its own application would breach any law, that clause, term or provision will be severed or read down so as to maintain (as far as possible) all other terms of this Agreement.
68. The Owner may, in its absolute discretion, require the Storer to transfer the Goods to another Space within the Facility.
69. These terms and conditions may be changed from time to time by the Owner giving notice of the amendment to the Storer by posting alterations to the terms and conditions on the Owner's website.
70. The Owner may be required to give information or access to the Space in order to assist an authority by operation of general law, statute or the rules of a securities exchange. In these circumstances, the Storer agrees that any assistance that the Owner provides is reasonable, and that the Owner is released and indemnified by the Storer for any liability, expense or claim incurred by the Storer or any other person because of the assistance.
71. The Storer may not assign rights and obligations under this Agreement without the written consent of the Owner.
72. A party does not waive a right under this Agreement unless the party does so in writing.