premier box
SHIPPING CONTAINER SALES & HIRE

TERMS AND CONDITIONS – SELF STORAGE

1. INTERPRETATION

In these conditions:

"**Agreement**" means this storage agreement, including the Reference Schedule, these terms and conditions and any schedules, document or materials it specifies form part of it;

"**Bond**" means the amount set out in the Reference Schedule;

"**the Container**" means the storage container(s) used to store Your Goods identified in the Reference Schedule or otherwise notified to you by Premier Box;

"**Dishonour Fee**" means a fee to cover the expense incurred by Premier Box should a cheque presented by You be dishonoured or any payment be declined;

"**GST**" means a goods and services tax, consumption tax, value added tax or a tax of similar nature as imposed or assessed under *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* and all related ancillary legislation;

"**Guarantor/s**" means the person or persons named as such in the Reference Schedule;

"**Late Payment Fee**" means any late payment fee imposed by Premier Box which shall be the reasonable administrative costs to Premier Box resulting from a late payment and shall be payable each time a demand is made after a payment is late and shall accumulate until all amounts outstanding have been paid;

"**Minimum Storage Period**" means the period set out in the Reference Schedule;

"**Other Fees**" means any reasonable costs incurred by Premier Box 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 any costs incurred as a result of a default by You;

"**Premier Box**" means Premier Box Pty Ltd ACN 127 648 962 and its successors and assigns;

"**Transport Costs**" means the costs set out in the Reference Schedule or otherwise notified to You by Premier Box associated with delivering the Container to You for loading of Your Goods and transporting the Container to the Premises;

"**You**" and "**Your**" refers to the person or persons (including a corporation or other entity such as a trust or trustee) named as the Storer in the Reference Schedule and their successors and assigns and, if there is more than one, it refers to each severally and any two or more jointly;

"**Your Goods**" means any item or thing which You bring onto the Premises or which is kept in the Container;

"**Premises**" means 1 Naunton Road, Burpengary, Queensland or such other premises owned or controlled by Premier Box, including the land, buildings, hardstand and any other structure on the land, at which Your Goods are located from time to time;

"**Reference Schedule**" means the reference schedule to this Agreement;

"**Storage Fees**" means the daily Storage Fee set out on the front page of this Agreement (billed monthly) or the amount/s notified to You by Premier Box from time to time.

1. STORAGE

1.1 Subject to clause 2.2, Premier Box gives You a licence to store Your Goods in the Container in accordance with this Agreement during the Minimum Storage Period and after that on a month to month basis until terminated by either party in accordance with this Agreement or any further period agreed to in writing by the parties.

1.2 Premier Box may transport the Container to a location nominated by You for the loading of Your Goods and then collect and deliver the Container to the Premises.

1.3 You are responsible for loading Your Goods in the Container and you agree to release and indemnify Premier Box against any costs, expenses, loss, damages, claims, action or liability, to the extent it is arising from or in connection with damage to Your Goods or death of or injury to any person caused or contributed to by the loading or transportation of Your Goods.

1.4 Any notified times for delivery of the Container are estimates only and Premier Box shall not be liable to You for any failure to deliver or for delay in delivery of the Container occasioned by strike, lockout or other industrial dispute, shortage of labour, delays in transit, fire, flood, hostility, civil commotion or any other cause whether or not beyond Premier Box's control.

1.5 You consent to Premier Box relocating the Container to alternate premises within a 15-kilometre radius of 13-15 Helium Street, Narangba, Queensland, at the discretion of Premier Box.

2. RISK and RESPONSIBILITY FOR YOUR GOODS

2.1 At all times (including while Your Goods are in the Container and from the time that the Container is delivered to You for loading of Your Goods), Your Goods are:

(a) in Your (and not Premier Box's) possession and control and you are responsible for them. Premier Box is merely providing a space for you to store Your Goods that is capable of being secured by You;

(b) within Your (and not Premier Box's) knowledge. Whilst Premier Box has rights under this Agreement to access and inspect the Container or deal with Your Goods in certain circumstances, it otherwise never inventories Your Goods and has no knowledge of what You are storing;

(c) at Your risk.

2.2 As You have possession of and control over Your Goods and You are responsible for securing the Container, You acknowledge and agree that Premier Box is not a bailee or warehouseman of Your Goods nor does Premier Box have possession of Your Goods at any time. You also warrant that You are either the owner of or controller of Your Goods, and/or are entitled at law to deal with them in accordance with all aspects of this Agreement.

3. PAYMENT

3.1 You agree to pay Premier Box the first month of Storage Fees and the Bond at the time of signing this Agreement and prior to storing Your Goods in the Container.

3.2 You are responsible for all Transport Costs and must pay these costs prior to the Container being delivered to You.

3.3 On or before the first day of each subsequent month (or as otherwise agreed in writing) You must pay to Premier Box in advance the Storage Fee for the month, together with any Other Fee that may be applicable pursuant to this Agreement.

3.4 You must pay all amounts payable to Premier Box by direct debit or credit card through PayWay or such other method as approved by Premier Box.

3.5 You must pay to Premier Box the Bond on signing this Agreement. If You breach any of Your obligations under this Agreement, Premier Box shall be at liberty to deduct and retain from the Bond any monies owing to Premier Box by You. The application of the

Bond in accordance with the terms of this Agreement shall not prevent Premier Box from recovering from You damages for any breach if such damages are in excess of the Bond paid and shall not relieve You from any of your obligations hereunder. You must immediately make good any reduction in the Bond as a result of Premier Box's actions under this clause.

3.6 If You fail to pay Premier Box any amount when it is due under this agreement or if any payment is dishonoured or cancelled, You agree to pay Premier Box immediately any Late Payment Fee, Dishonour Fee and any Other Fee that may be notified to you by Premier Box.

3.7 Premier Box may increase the Storage Fee from time to time by notice to You.

3.8 If You only pay part of an amount that You owe Premier Box, it does not affect Your obligation to pay the balance of the amount to Premier Box. Acceptance of a part payment will not be a waiver of any kind of any right Premier Box may have under this Agreement.

4. ACCESS

4.1 Subject to clauses 4.2 and 4.3, You may access the Container by appointment by providing Premier Box with no less than 24 hours prior notice.

4.2 Premier Box may refuse You or any other person access to the Premises or the Container (including after this Agreement has been terminated) if:

(a) You have not complied with any of Your obligations under this Agreement; or

(b) You or any other person do not produce identification and/or evidence satisfactory to Premier Box to show You or any other person are entitled to access.

4.3 If You have been refused access to the Container due to Your default under this Agreement, Your obligations under this Agreement (including payment of the Storage Fee to Premier Box) continue until termination of this Agreement.

4.4 You hereby consent to Premier Box accessing or inspecting the Container and/or Your Goods:

(a) on reasonable notice for maintenance purposes or for inspection purposes on 14 days' notice;
(b) at any time for emergency purposes;
(c) if at any time Premier Box believes Your Goods or any act or omission by You in connection with the Container may cause harm to any person, property or the environment and in this event if it considers it necessary, Premier Box may immediately (and without notice to You) take any action considered by Premier Box to be necessary to access, inspect or service the Container or inspect Your Goods and, if necessary, to avoid potential harm Premier Box may remove and dispose of Your Goods and the cost of Premier Box in so doing will be reimbursed by You on demand by Premier Box. Premier Box may access the Container by force or otherwise for the purposes of 4.4(b) or (c).

4.5 You agree that in circumstances where Premier Box reasonably suspects a breach of the law or potential for damage to the Premises or other customers goods, Premier Box may at its discretion and without notice to You either open the Container or may use a microprobe, CCTV camera or other viewing device to view the inside of the Container and any footage obtained which evidences a breach of the Agreement or the law may be relied upon by Premier Box to take any action authorised under this Agreement, including terminating this Agreement and/or cooperating with law enforcement agencies and other authorities without notice to You.

5. YOUR OBLIGATIONS

5.1 You must only use the Container for storage and no other business or activity.

5.2 You are solely responsible for securing the Container and must do so in a manner reasonably satisfactory to Premier Box, and You must ensure You comply with any security policies or procedures for the Premises.

5.3 You must not store items in the Container which are hazardous, illegal, stolen, flammable, explosive, environmentally harmful, perishable or which in the reasonable opinion of Premier Box may cause harm to any person, property or the environment.

5.4 You must clean and maintain the Container in good condition, order and repair. If you fail to do this Premier Box may do so at Your cost and may charge you a reasonable cleaning fee and you must reimburse Premier Box for all other additional reasonable amounts incurred by Premier Box in cleaning, repairing and restoring The Container.

5.5 You must not carry out any alterations to or mark, paint, nail, drill, alter or damage or attach any structure to any part of the Container without the prior written consent of Premier Box.

5.6 You must immediately notify Premier Box of any damage You or any person authorised by You causes to the Premises or the Container and You are responsible for such damage and must reimburse Premier Box on demand for the cost to Premier Box of making good the damage.

5.7 You must keep Your Goods in the Container insured on terms reasonably satisfactory to Premier Box and provide evidence of the insurance to Premier Box whenever requested by Premier Box. You must ensure that the insurer waives any right of subrogation it may otherwise have in relation to insurance of Your Goods.

5.8 You must not cause any inconvenience or nuisance to any other person using the Premises. This includes taking reasonable steps to ensure that no noxious substance or substance that may cause harm is stored in or escapes from the Container to the surrounding area.

5.9 You must, at your cost, comply with all laws applying to Your Goods or the storage of Your Goods in the Container, or the use of the Container.

6. LIABILITY, RELEASE AND INDEMNITY

6.1 You (despite any earlier termination of this Agreement) release Premier Box (and its employees, contractors and agents) from and indemnify Premier Box (and its employees, contractors and agents) against, any costs, expenses, loss, damages, claims, action or liability, to the extent it is arising (including whether in contract, tort, under statute or otherwise) from or in connection with:

(a) loss of or damage to Your Goods;

(b) damage to any device used by You to secure the Container resulting from Premier Box accessing the Container in accordance with this Agreement;

(c) Premier Box either refusing You access to the Premises and the Container or terminating this Agreement in accordance with this Agreement; or

(d) loss of or damage to any property (including Premier Box's property) or death of or injury to any person caused or contributed to by:

i. Your Goods;

ii. You or any person accessing the Premises or the Container with Your authority or consent;

iii. Your use of the Container by You or any other person authorised by You;

iv. Premier Box or any of its contractors, agents, or employees in exercising any other right or power pursuant to this Agreement.

(d).2 To the extent that your actions or omissions in relation to Your use of the Space or Your failure to comply with this Agreement causes any damage, expense, loss, liability ("Loss") to Premier Box or any other party, you agree and acknowledge that You are liable for such Loss and that Premier Box may recover such Loss incurred by it from You.

(d).3 You acknowledge that Premier Box may from time to time be required by the operation of law to discuss, assist an investigation or action, or provide information relating to You or Your use of the Container or Your Goods to a regulator, statutory agency, court, government department or other body authorised by law to make such a request. You further acknowledge and agree that any such assistance that Premier Box provides pursuant to this clause is reasonable and that Premier Box may provide such assistance and is released and indemnified by You for any liability, expense, claim or loss incurred by You or any other person, that may arise as a result of the provision of such assistance.

7. TERMINATION

7.1 Either You or Premier Box may terminate this Agreement at any time after the Minimum Storage Period by giving not less than 14 days' notice to the other.

7.2 If You fail to comply with any of Your obligations under this Agreement after Premier Box gives You not less than 7 days' notice requiring You to comply, Premier Box may immediately terminate this Agreement by notice to You and may, without further notice, enter the Container, retain any Bond and take possession of and deal with Your Goods as abandoned goods under clause 8.

7.3 In the event that any of Your activities or Your use of the Container, is considered by Premier Box to be illegal or environmentally harmful or otherwise harmful to other persons, Premier Box may terminate this Agreement without Notice. This will constitute a default under this Agreement.

7.4 On termination of this Agreement, You must immediately:

(a) pay to Premier Box any amounts which You owe to Premier Box;

(b) remove Your Goods from the Container and the Premises; and

(c) clean and remove all rubbish from and make good any damage caused by You or Your Goods to the Container. If you fail to do this Premier Box may do so at Your cost.

7.5 Following termination Premier Box shall refund to You within a reasonable period of time, the amount of any Storage Fees paid by You in advance for future whole months not yet expired, less any other amounts Premier Box is entitled to claim from You.

7.6 Provided that you are not in breach of any of the terms of this Agreement, the Bond will be refunded to you within 30 days of termination of this Agreement.

7.7 If The Container is destroyed or damaged from any cause other than by Your act or default so as to render the Container unfit for storage of Your Goods, Premier Box or You may at any time give notice in writing terminating this Agreement and this Agreement shall be deemed to have terminated at the date of the destruction or damage.

8. ABANDONED GOODS

8.1 If at any time You fail to:

(a) pay Premier Box any amount due and owing to it by You; or

(b) remove Your Goods when required under this Agreement,

and You do not rectify either (a) or (b) within 7 days after Premier Box gives You notice requiring you to remedy that failure, Your Goods will be taken to be "Abandoned Goods" for the purposes of this clause 8. In the event that You have more than one Container with Premier Box, default in respect of any such Container authorises Premier Box to take default action in respect of all those Containers.

8.2 In the event that Your Goods become Abandoned Goods for the purposes of this Agreement, You acknowledge that it is not reasonable for Your Goods to remain in the Container and that Premier Box will need to deal with them. Accordingly, You agree:

(a) Premier Box may without being obliged to do so arrange

(i) the disposal of (which may include the dumping of);

(ii) alternative storage of; or

(iii) the sale of, any or all of Your Abandoned Goods, on such terms as Premier Box decides are reasonable;

(b) you acknowledge that Premier Box will incur costs (both internal and external) in having to deal with the Abandoned Goods and You agree to pay the costs of and indemnify Premier Box for all costs, expenses, damages, claims, action or liability whatever arising from or in connection with Premier Box exercising its rights under paragraph (a);

(c) Premier Box shall pay You the amount received by it from the sale of Your Abandoned Goods less any amounts You owe Premier Box including costs referred to in paragraph (b) as quickly as possible but no later than within 30 days after Premier Box receives the amount.

8.3 You grant to Premier Box a contractual lien over Your Goods to secure payment of any moneys are owing under the Agreement.

8.4 For the purposes of the *Personal Property Securities Act 2009*, Premier Box is deemed to be in possession of Your Goods from the moment Premier Box accesses the Container.

9. NOTICES

9.1 (Service of Notices) Notice under this Agreement may be given in writing and emailed to, sent by SMS to, posted to or left at Your address or that of Premier Box. In the event of not being able to contact You, Notice is deemed to have been given to You by Premier Box if Premier Box has sent Notices to Your last notified address. 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.

9.2 Any notice given under this Agreement is deemed to have been given the day it is emailed or sent by SMS and the business day following, when the notice has been delivered or posted.

10. GENERAL PROVISIONS

10.1 You must not assign, sub-licence or otherwise deal with Your rights or obligations under this Agreement without the written consent of Premier Box.

10.2 The Law of Queensland shall apply to this Agreement and the parties shall submit to the non-exclusive jurisdiction of the Courts of Queensland and shall not object to proceedings being brought in those Courts.

10.3 Any variation of this Agreement is only effective if it is in writing and signed by all parties. No oral statement made by either party shall form part of this Agreement.

10.4 A party shall not be taken to have waived a right under or in connection with this Agreement unless the party expressly does so in writing. A waiver of any right or obligation at any time shall not be taken as a waiver of the right when it arises at any other time or a waiver of any other right.

10.5 You must on demand pay and indemnify Premier Box for any transfer duty, GST or similar tax or liability imposed in connection with this Agreement or any supply under it.

10.6 If any provision of this Agreement is legally unenforceable or made inapplicable, it shall be severed or read down, but so as to maintain all other terms of this Agreement.

10.7 Your liability for outstanding money, property damage, personal injury, environmental damage and legal responsibility under this Agreement continues to run beyond the termination of this Agreement.

10.8 This Agreement constitutes the entire agreement between You and Premier Box for matters referred to in it and any prior arrangements, agreements, representations or undertakings are superseded.

10.9 The Storer is responsible to pay any costs incurred by Premier Box in enforcing this Storage Agreement in any way.

10.10 The parties must endeavour to settle any dispute with one another before either party institutes any proceedings of any kind against the other.

11. GUARANTEE AND INDEMNITY

11.1 This Guarantee and Indemnity is given by the Guarantor/s in favour of Premier Box.

11.2 The Guarantor/s guarantee to Premier Box the punctual payment of the monetary liabilities of the storer/s named in the Reference Schedule (**the Storer**) which are now owing, or may from time to time be owing, by the Storer to Premier Box (**Amount Owing**).

11.3 The Guarantor/s acknowledge and agree that the Amount Owing includes any legal and other costs and expenses incurred or to be incurred by Premier Box in seeking payment from the Storer or in enforcing this Guarantee and Indemnity against the Guarantor/s.

11.4 If there is more than one guarantor, the Guarantors are jointly and severally liable to Premier Box for the Amount Owing.

11.5 For the purpose of securing payment of the Amount Owing, the Guarantor/s hereby charge in favour of the Storer all legal, equitable and beneficial interest in real property which it, he or she now or might subsequently acquire a legal or beneficial interest in, and authorise and consent the Storer to lodge a caveat upon title of the Guarantor/s real property.

11.6 The Guarantor/s shall not object to the lodgement or upholding of the said caveat or take any steps to have any such caveat removed from the Land Titles Office register.

11.7 The obligations of the Guarantor/s under this Guarantee and Indemnity are principal obligations and are not affected by:

(a) any variation which may be agreed by Premier Box and the Storer in respect of the terms on which the Container is delivered and/or provided;

(b) any waiver, extension of time or indulgence given by Premier Box to the Storer or a Guarantor;

(c) any right or claim which the Storer may assert to resist making payment of any part of the Amount Owing;

(d) any increase in the amount of the Amount Owing;

(e) any failure or omission by Premier Box to give notice to the Guarantor/s of any default by the Storer; or

(f) any act, omission, matter or other thing whatsoever.

(f).8 This Guarantee and Indemnity is a continuing obligation of each Guarantor/s for the amount of the Amount Owing which may be owing from time to time and binds the successors and assigns of the Guarantor/s and will not be affected by:

(a) the death, incapacity or bankruptcy of a Guarantor or the Storer; or

(b) a Guarantor or the Storer which is a company becoming an externally administered company pursuant to the *Corporations Act 2001 (Cth).*

(b).9 If the obligation of any Guarantor/s in respect of any part of the Amount Owing is unenforceable, the Guarantor/s' obligations in respect of the balance of the Amount Owing will not be affected by such unenforceability.

(b).10 This Guarantee and Indemnity binds each person executing it even if another person named as Guarantor does not execute this Guarantee or is not bound or ceases to be bound by this Guarantee, or Premier Box does not execute this Guarantee.

(b).11 For the avoidance of doubt it is expressly acknowledged by the Guarantor/s that the Guarantor/s' obligations extend to and may include Amount Owing and other obligations of the Storer which have arisen before or after the date of this Guarantee.

(b).12 Premier Box may at any time assign, novate or otherwise dispose of or deal with its rights and obligations under this Guarantee by notice in writing to the Guarantor/s.

(b).13 This Guarantee and Indemnity shall be governed by and construed in accordance with the laws of Queensland.