Self Storage Association of Australasia MEMBER

Address: 809 Raglan Parade Warrnambool
Mobile: 0408 353 282
Email: julie@centralstorage.com.au

Central STORAGE

Storer Details

Gate Remote No:

Company Name:		**ACN:**	
Individual: ☐ Ms ☐ Mrs ☐ Mr	**First name:**	**Surname:**	
Trading as (If applicable):			
Home/Business Address:			**Postcode:**
Postal Address:			**Postcode:**
Phone Nos.	**Home:**	**Work:**	**Mobile:**
Email:			**ID copied:** ☐

The Facility Owner named above (Facility Owner or FO), will send all correspondence, including any notices required under this Agreement, electronically by text to the mobile number above and/or by email to the email address above, unless the box below is ticked.

☐ I/We **do not** want to receive notices / correspondence by electronic means.

Alternate Contact Person (ACP)

☐ Ms ☐ Mrs ☐ Mr	**First name:**	**Surname:**	
Home Address:			**Postcode:**
Home Phone No:		**Email:**	

You must advise us within 48 hours if your address or contact details (or those of your ACP) change.

Storage Details and Termination Notice Period

Facility (location):	809 Raglan Parade Warrnambool	**Space #:**

Storage Period: From _____ / _____ / _____ to _____ / _____ / _____ initially (**Fixed Period**), and then extended automatically until the expiry of 7 days from the date that either the FO or the Storer gives written notice to the other party of its intention to terminate this Agreement (**Termination Notice Period**).

Storage Costs

Gate Deposit:	$50.00	Refundable on return in working order (payable upon signing)
Storage Fee:	$	per calendar month, payable on the ____ day of the month (per clause 5(a)
Administration Fee:	$25.00	One off charge
Cleaning Fee:	$100.00	Only charged if all items are not removed on move out
Late Payment Fee:	$20.00	applied 7 days after due date

All fees include GST, except the Deposit and Late Payment Fee

Insurance (Select one)

☐ I/We have adequate insurance for the goods that we are storing. (**insert details of insurer and policy number**)

_____

OR

☐ I/We do not have insurance and understand that if the goods are lost or damaged I/We may have to bear that loss. Further, that in the event that my/our goods cause any damage or loss then I/We may be liable for such damage or loss.

Signed on behalf of the Storer(s): _____

Credit Check and Reporting Consent

I/We consent to the FO undertaking a search of my/our details against the StorerCheck database or with any other applicable credit reporting agency and to my/our details and personal information being released by FO to StorerCheck or, where the FO considers appropriate, to a debt collection agency or credit reporting agency pursuant to clause 34. **(Cross out if no consent given)**

Signed on behalf of the Storer(s): _____

Marketing source: ☐ Website ☐ TV/Radio ☐ Social Media ☐ Signage ☐ Referral ☐ Previous ☐ Oth **Customer:** ☐ RES ☐ BUS ☐ NFP

☐ Cross this box if you **DO NOT** want to be contacted for promotional purposes or for feedback after this Agreement expires.

AGREEMENT

PLEASE READ THE FULL TERMS CAREFULLY AS BY SIGNING BELOW YOU WILL BE BOUND BY THEM

In signing below:

☐ I/We acknowledge that I/We have been provided with reasonable access to the full terms of this Agreement;

☐ I/We represent that I/We have read or had the opportunity to read the full terms of this Agreement; and

☐ I/We agree to be bound by all of the terms of this Agreement.

Signed by (or on behalf of) the Storer(s): NOTE: If the Storer is a company, two signatures are required.	_____ Signature of individual(s) or a Director (if Storer is a Company) _____ Signature of second Director / Company secretary (if Storer is a Company)	**Accepted by Facility Owner** Signed for on behalf of the Facility Owner: _____ Self Storage Association of Australasia MEMBER

Date of this Agreement: _____ day of _____2022

Main points of the agreement

1. All fees are to be paid in advance by you, the Storer **(clause 5).**
2. The Storer must not store hazardous, illegal, stolen, flammable, explosive, environmentally harmful, perishable or living goods or goods that are a risk to the property of any person (**clause 10(b)**).
3. Unless specifically itemised and covered by insurance, the Storer must not store goods that are irreplaceable, such as currency, jewellery, furs, deeds, paintings, curios, works of art and items of personal or sentimental value and/or items that are worth more than $2,000 AUD in total (**clause 14**).
4. The goods are stored at the Storer's risk (**clause 16**). The Storer should speak to their insurer/insurance broker and ensure that they have adequate insurance cover for the Storage Period.
5. The Storer must notify the FO of all changes to the Storer's or the ACP's contact details. **(clause 10(j)).** The FO may contact the ACP to discuss any default by the Storer and may request information from the ACP about the Storer and the Storer's location.
6. The Space will be accessible during the hours notified by the FO from time to time (**clause 10(a)**).
7. The FO may refuse access to the Space if any amounts required to be paid by the Storer under this Agreement are not paid promptly (**clause 11**).
8. If the Storer fails to pay their storage fees, the FO will have certain rights which include retaining the Deposit and rights to seize and sell and/or dispose of the Storer's goods under both a general lien and a contractual lien over the Storer's goods (**clauses 3(d)** and **7(a)).**
9. The FO may enter the Space in certain circumstances (**clauses 7,12, 20, 21, 22** and **29**).
10. Notices under this Agreement will be sent to the Storer electronically, unless the Storer indicates otherwise (**clauses 24** and **25**).

DEFINITIONS

1. In this Standard Self Storage Agreement:

(a) **ACP** means the Storer's alternative contact person, as specified in your Standard Self Storage Agreement Schedule.

(b) **Agreement** means these Standard Self Storage Agreement Full Terms and your Standard Self Storage Agreement Schedule.

(c) **Cleaning Fee** means the cleaning fee specified in your Standard Self Storage Agreement Schedule.

(d) **Default Action** means any of the actions described in clauses 7(a)(i) to (ii).

(e) **Deposit** means the deposit amount specified in your Standard Self Storage Agreement Schedule.

(f) **Facility** means the FO's storage facility location specified in your Standard Self Storage Agreement Schedule.

(g) **Facility Owner** or **FO** means the facility owner specified at the top of in your Standard Self Storage Agreement Schedule and includes its directors, employees and agents.

(h) **Fees** means, collectively, the fees described in clause 5.

(i) **Fixed Period** means the fixed storage period specified in your Standard Self Storage Agreement Schedule.

(j) **Late Payment Fee** means the late payment fee specified in your Standard Self Storage Agreement Schedule.

(k) **PPSA** means the *Personal Property Securities Act* 2009 (Cth) and any regulations or instruments made under it, as amended or replaced from time to time.

(l) **Space** means the storage space specified in your Standard Self Storage Agreement Schedule (or any other storage space as may be subsequently allocated to the Storer by the FO during the Storage Period).

(m) **Storage Fee** means the storage fee specified in your Standard Self Storage Agreement Schedule.

(n) **Storage Period** means the total storage period specified in your Standard Self Storage Agreement Schedule.

(o) **Storer** means the storer specified in your Standard Self Storage Agreement Schedule.

(p) **Termination Notice Period** means the termination notice period specified in your Standard Self Storage Agreement Schedule.

STORAGE

2. The Storer:

(a) may store its goods only in the Space;

(b) is deemed to have knowledge of the goods in the Space;

(c) warrants that it is the owner of the goods in the Space and/or is entitled at law to deal with such goods in accordance with all aspects of this Agreement;

(d) warrants that it will only use the Space for the purposes authorised under this Agreement;

(e) acknowledges that this Agreement does not grant the Storer a lease of the Space;

(f) acknowledges that the Space is approximately the size advertised by the FO; and

(g) agrees that all time limits imposed on the Storer under this Agreement must be strictly complied with.

3. The FO:

(a) does not provide any services under this Agreement other than the facilitation of the storage of goods in the Space;

(b) does not have, and will not be deemed to have, knowledge of the goods in the Space;

(c) is not a bailee nor a warehouseman of the goods stored in the Space and the Storer acknowledges that the FO does not take possession of the goods stored in the Space; and

(d) claims a contractual lien over all goods stored in the Space until the FO receives payment of any sum due to it by the Storer. Subject to the provisions of this Agreement, if the FO does not receive payment of any sum payable to it in accordance with the provisions of this Agreement, the Storer will be deemed to be in default of its obligations under this Agreement and FO may take such Default Action as it deems appropriate.

FEES, COSTS AND EXPENSES

4. Upon signing this Agreement, the Storer must pay to the FO:

(a) the Deposit (which, subject to the provisions of this Agreement, will be refunded to the Storer within 30 days of termination of this Agreement, less any deductions authorised by this Agreement); and

(b) any other Fees specified in your Standard Self Storage Agreement Schedule as being payable upon signing of this Agreement.

5. The Storer must pay the following fees to the FO:

(a) the **Storage Fee**, which is payable monthly in advance, by no later than the date in the preceding month which is specified in the "Storage Costs" section in your Standard Self Storage Agreement Schedule. The FO will not issue monthly invoices in respect of the Storage Fee so it is the Storer's responsibility to ensure that it meets this payment obligation on time and in full throughout the Storage Period. The FO may increase the Storage Fee any time after the expiry of the Fixed Period but must provide at least 28 days' notice of any increase. If the Storer objects to the increase, the Storer may, before the expiration of that 28 day period, terminate this Agreement and move out by giving no less than 24 hours' notice to the FO (i.e. instead of the usual notice period required under clause 29(a) for the Storer to terminate this Agreement). Any Storage Fees paid by direct deposit/direct credit (**Direct Payment**) will not be credited to the Storer's account with the FO unless the Storer identifies its Direct Payment clearly and as reasonably directed by the FO. The Storer indemnifies the FO against any claim for loss, damage or expenses incurred by the FO in connection with its enforcement of this Agreement, including in relation to the sale or disposal of the Storer's goods, due to the Storer's failure to correctly identify a Direct Payment;

(b) the **Cleaning Fee**, payable on demand from the FO if the FO reasonably determines that the Space requires cleaning;

(c) a **Late Payment Fee**, payable each time a Storage Fee payment is late;

(d) any fees specified in the Fees Schedule (if applicable); and

(e) any reasonable costs incurred by the FO in collecting late or unpaid Fees, maintaining the Storer's goods on behalf of the Storer, selling the Storer's goods in accordance with the provisions of this Agreement, or in enforcing this Agreement in any way including, but not limited to, postage, telephone, debt collection or personnel costs and any Default Action costs.

6. The Storer is responsible for payment of any government taxes, charges or duties (including any goods and services tax) payable in respect of this Agreement.

7. DEFAULT AND DEFAULT ACTION

(a) The Storer acknowledges that all goods stored in the Space are subject to a contractual lien for Fees owing to the FO by the Storer. Notwithstanding clause 29 and subject to clause 7(c), if any Fees are not paid in full within 42 days of the due date, the FO may keep and retain for itself the Deposit and enter the Space, by force if necessary, to take possession of the goods stored for the purposes of taking one or more of the following actions (in the FO's sole discretion):

(i) sell the goods on such terms that the FO may determine in its sole discretion (which may include a sale in one or more lots by private arrangement or public auction); and/or

(ii) (if such goods remain unsold after being offered for sale or, in the FO's reasonable opinion, are unsaleable, of insufficient value to warrant a formal sale process or pose a health and safety risk) dispose of such goods in any manner the FO sees fit,

(each of the above actions being a **Default Action**). The Storer consents to any Default Action being taken under this clause 7(a), regardless of the nature or value of such goods.

(b) For the purposes of the PPSA, the FO is deemed to be in possession of the goods stored in the Space from the moment the FO exercises its rights under this Agreement to access the Space without the Storer's consent.

(c) The FO will provide at least 14 days' written notice to the Storer that the Storer is in default of this Agreement before taking any Default Action, providing the Storer with reasonable time to rectify its default.

(d) If any funds are recovered by the FO from any Default Action, such funds shall be applied by the FO as follows:

(i) first, to pay the FO's costs of, and associated with, taking any Default Action;

(ii) second, subject to any rights of third parties under the PPSA, to pay all outstanding Fees owed by the Storer and any costs or expenses incurred by the FO in connection with accessing the Space and maintaining the goods until Default Action was taken; and

(iii) third, any excess funds will be returned to the Storer within 6 months of the Default Action being completed. If the Storer cannot be located, excess funds will be deposited with the Public Trustee or equivalent authority.

(e) If the Storer has more than one storage space or storage unit with the FO, default in respect of Fees payable relating to any of those storage spaces or unit(s) entitles the FO to take Default Action in respect of all of such storage spaces or unit(s).

(f) If the FO reasonably believes it is a health and safety risk to conduct an inventory of goods stored in the Space, the FO may take Default Action without undertaking such an inventory. In such circumstances, the FO need not open or empty bags or boxes to assess the contents and may instead dispose of all bagged and/or boxed items without opening them.

(g) This clause 7 survives termination of this Agreement.

FO'S FURTHER RIGHT TO DISPOSE OF GOODS

8. If, upon termination of this Agreement by either party, the Storer fails to remove all of its goods from the Space and/or the Facility within 7 days of such termination, the FO is authorised to dispose of such goods, regardless of the nature or value of the goods. The FO will:

(a) where the Facility is located outside the State of South Australia, give 7 days' written notice to the Storer of the intended disposal and the provisions of clause 7(d) shall apply as if such disposal were a Default Action;

(b) where the Facility is located in the State of South Australia, exercise its rights to sell the goods in accordance with the *Unclaimed Goods Act* 1987 (SA) which includes obligations (depending on the value of the goods) for the FO to sell the goods by public auction (with appropriate notice to be given), notify the Commissioner of Police and the Storer or apply to the Court for authorisation to sell the goods, provided that the FO may only exercise its rights after the expiry of 3 months from the end of the 7 day period referred to above.

9. If the Storer leaves any of its goods unattended outside the Storer's Space or in a common area of the Facility for an unreasonable period of time (as determined by the FO, acting reasonably), the FO may:

(a) where the Facility is located outside the State of South Australia, take any Default Action in respect of such goods. The FO will give 7 days' written notice of the intended Default Action and the provisions of clause 7(d) shall apply; or

(b) where the Facility is located in the State of South Australia, exercise its rights to sell the goods in accordance with clause 8(b).

ACCESS AND CONDITIONS OF USE OF THE SPACE

10. The Storer:

(a) may, subject to the provisions of this Agreement, access the Space during the access hours notified by the FO from time to time;

(b) must not store any goods that are hazardous, dangerous, illegal, stolen, flammable, explosive, environmentally harmful, perishable, living, or that are a risk to the property of any person;

(c) must ensure that any goods stored in the Space are free of vermin and food scraps and are not damp when placed inside the Space;

(d) may only use the Space solely for the purpose of storage and must not carry on any business or other activity in the Space including, but not limited to, residing, dwelling or loitering in the Space;

(e) must maintain the Space by ensuring that it is clean and in a state of good repair. The Storer is responsible for the cost of cleaning the Space (if deemed necessary by the FO) and the FO may apply the Deposit towards any Cleaning Fee;

(f) must not physically alter or damage the Space in any way (including by using nails or screws) without the FO's prior consent. The Storer is responsible for the cost of any repairs to the Space (if deemed necessary by the FO) and the FO may apply the Deposit towards such costs;

(g) is solely responsible for securing the Space (in a manner acceptable to the FO) and must secure the external gates and/or doors of the Facility when entering or leaving the Facility outside normal business hours. If the Storer fails to secure the Space, the FO may apply a lock to the Space and post the keys to the Storer at the Storer's expense. The Storer is not permitted to apply a padlock to their Space in the FO's overlocking position and the Storer may have any such padlock forcefully cut off at the Storer's expense;

(h) must comply with all health and safety notice and rules of the Facility as may be publicly posted at the Facility or otherwise notified to the Storer by the FO;

(i) cannot assign this Agreement and must not allow a third party to store goods in the Space;

(j) must give written notice to the FO of any change to the Storer's contact details or the ACP's contact details within 48 hours of the change occurring;

(k) authorises the ACP to discuss any default by the Storer with the FO and to provide any information it holds regarding the Storer or the Storer's location to the FO. Further, the Storer acknowledges that where the FO reasonably believes that the Storer is unwilling or unable to remove its goods from the Space when required to do so under this Agreement, the FO may allow the ACP to remove the Storer's goods on such terms as agreed between the FO and the ACP (without the need for further consent from the Storer); and

(l) is solely responsible for determining whether the Space is appropriate and suitable for storing the Storer's goods, having specific consideration for the size, nature and condition of the Space and the goods being stored.

11. Without limiting clause 7, the FO may refuse access to the Space and/or the Facility by the Storer where any amount owing by the Storer to the FO under this Agreement remains unpaid after the FO has requested such payment in writing. The FO will not be liable for any loss or damage suffered by the Storer resulting from any inability to access the Space and/or the Facility as a result of such refusal.

12. The FO reserves the right to relocate the Storer to another storage space (of the same or similar dimensions) if the FO, acting reasonably, deems it is necessary to do so for the proper operation and management of the Facility. If this occurs then that new storage space will be the Space for all purposes under this Agreement.

13. Without limiting clause 7, if the Storer's goods in the Space are severely damaged by a fire, flood or some other event which, in the FO's reasonable opinion, has caused such goods to be hazardous or dangerous to other storers and/or their goods, the FO or the Facility, the FO may, at the Storer's expense, dispose of such severely damaged goods. Where practicable, the FO will provide the Storer with reasonable notice and an opportunity to review the goods before disposal. The FO will not be liable for any loss or damage suffered by the Storer as a result of such disposal action.

RISK AND RESPONSIBILITY

14. The Storer warrants that it will not store items which are irreplaceable, such as currency, jewellery, furs, deeds, paintings, curios, works of art, items of personal sentimental value or that are worth more than $2,000 AUD (in total) unless they are itemised and covered by insurance.

15. The Storer is responsible (and must pay) for any loss or damage caused by a third party who enters the Space (or the Facility) at the request or direction of the Storer or whose entry to the Space (or the Facility) was facilitated by any action (or failure to act) of the Storer (including, but not limited to, the provision of a key, access card or codes or by leaving the Space or Facility unsecured),

16. The Storer acknowledges that to the extent permitted by law, having regard to any non-excludable consumer guarantees under any applicable consumer protection laws (**Non-Excludable Guarantees**), the Storer's goods are stored at the sole risk and responsibility of the Storer who, except to the extent of any negligence by the FO, is responsible for any and all theft, damage to, and deterioration of its goods. To the extent permitted by law and subject to the Non-Excludable Guarantees, the FO makes no representations to the Storer and gives no warranties or guarantees to the Storer (whether express or implied) in respect of or in relation to the storage of the Storer's goods under this Agreement, other than as expressly stated in this Agreement. The Storer, except to the extent of any negligence by the FO, bears the risk of any and all damage caused by flood, fire, leakage or overflow of water, mildew, mould, heat, spillage of material from any other storage space, removal or delivery of the goods, pest or vermin or any other reason whatsoever.

17. If, notwithstanding clause 16, the FO is liable to the Storer in any way, the FO's liability is limited to the total Storage Fees paid to the FO under this Agreement. The Storer acknowledges that it is aware of the limitations of liability set out in this clause and that, in all the circumstances, such limitations on the FO's liability are reasonable.

18. The Storer is responsible for any loss, damage or injury, whether to the Storer, the FO, the Facility or any third parties, caused by, resulting from or incidental to the use of the Space by the Storer, its agents or the ACP (including, but not limited to, storage of goods in the Space, the goods themselves and/or accessing the Facility).

19. The Storer will comply with all relevant laws applicable to the use of the Space. This includes laws relating to the goods which are stored, and the manner in which they are stored. Liability for any breach of such laws rests absolutely with the Storer and includes all costs resulting from any non-compliance.

20. If the FO reasonably believes that the Storer is not complying with clause 19, the FO may (in its reasonable discretion):

(a) take any action it believes necessary to ensure compliance, including inspection of the Space under clause 21;

(b) immediately dispose of or remove the goods in the Space at the Storer's expense; and/or

(c) contact, cooperate with and/or submit the goods to the relevant authorities.

The Storer agrees that the FO can take any such action at any time, even though the FO could have acted earlier.

INSPECTION AND ENTRY BY THE FO

21. Subject to clauses 22 and 23, the Storer consents to the FO entering the Space for the purposes of general inspection of the Space and/or the goods stored in the Space and will attend at the Facility for the purposes of granting the FO entry to the Space, provided that the FO gives 14 days' written notice.

22. In the event of an emergency, the FO may enter the Space using all necessary force without the prior written consent of the Storer. The FO will notify the Storer as soon as practicable of such entry. The Storer irrevocably consents to such entry. For the avoidance of doubt, an emergency includes, but is not limited to, where the FO believes that clause 10(b) and/or clause 19 is being breached, or where the FO reasonably believes property, the environment or human life or safety is threatened, or where the FO allows access, inspection or seizure by relevant authorities.

23. The Storer agrees that in circumstances where the FO reasonably suspects that clause 10(b) and/or clause 19 is being breached or that damage has been caused to the Space, the FO may use a microprobe or other CCTV camera to view the inside of the Space and any footage obtained which evidences a breach of this Agreement or the law may be relied upon by the FO to take any action authorised under this Agreement, including terminating this Agreement and/or cooperating with law enforcement agencies and other authorities.

NOTICE

24. Subject to clause 25, notices under this Agreement will be sent electronically, by text message to the Storer's mobile number and/or by email to the Storer's email address, as specified in the contact details in your Standard Self Storage Agreement Schedule. Notices given by the Storer to the FO must be actually received by the FO to be valid and the FO may further specify a required method of delivery.

25. Where the Storer has indicated in the Standard Self Storage Agreement Schedule that they do not want to receive notices electronically, the FO will send any notices required under this Agreement to the address specified in the contact details in your Standard Self Storage Agreement Schedule.

26. If the FO is not able to contact the Storer, notice is deemed to have been given to the Storer by the FO if the FO has sent a notice to the Storer's last notified address (including electronically, unless the Storer has indicated that they do not want to receive notices electronically, provided that no electronic 'bounce back' or similar notification is then received) and to the ACP's last notified address.

27. If 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.

28. Except where the Facility is located in the State of South Australia (in which case clause 8(b)will apply), the Storer and the FO agree that the FO may, but is not obliged to, give notice of any proposed sale of the Storer's goods in accordance with the FO's rights under this Agreement in a newspaper distributed throughout the relevant state or territory and/or nationally and may include the Storer's name for this purpose.

TERMINATION

29. This Agreement may be terminated:

(a) after the expiry of the Fixed Period, by either party giving written notice to the other party (for a period not less than the Termination Notice Period), or, in the case of the FO being unable to contact the Storer, by the FO giving such notice to the ACP; or

(b) by the FO, without notice and at any time, if:

(i) the Storer breaches clause 10(b) and/or clause 19;

(ii) if, upon entering into the Space in accordance with the provisions of this Agreement, the FO discovers that no goods are stored in the Space. If the FO terminates under this clause 29(b)(ii), the FO will provide the Storer with written confirmation of the termination within 7 days of such entry; or

(iii) if the FO reasonably determines that any of the Storer's activities in respect of the Space and/or the Facility are otherwise illegal, environmentally harmful, antisocial, threatening or offensive.

30. If the Storer terminates this Agreement without giving the written notice required under clause 29(a), the FO may deduct Storage Fees for the required notice period from the Deposit.

31. Upon termination of the Agreement (for any reason), the Storer must:

(a) remove all goods in the Space before the close of business on the date of termination (failing which, clause 8 will apply) and leave the Space in a clean condition and good state of repair to the satisfaction of the FO; and

(b) pay any expenses on default, outstanding Fees and any other amounts payable by the Storer under this Agreement up to the date of termination, failing which, the FO may take any Default Action. The FO will calculate such amounts and notify the Storer in writing as soon as practicable.

32. If the FO reasonably believes that the Storer will not perform its obligations under clause 31(a) or the Storer fails to respond in a reasonable period to any notices sent by the FO, the FO may, but is not obliged to, permit the ACP to access the Space to perform such obligations and the Storer irrevocably authorises the FO and the ACP to take this action.

33. Liability for outstanding moneys, property damage, personal injury, environmental damage and legal responsibility under this Agreement survive termination of this Agreement.

PRIVACY

34. The FO may:

(a) may **collect** information about the Storer, including the Storer's Personal Information (as defined in the *Privacy Act* 1988 (Cth)) (**Personal Information**), to assist in the provision of storage to the Storer, maintaining the Storer's account, and the FO's enforcement of this Agreement in any way; and

(b) may **disclose** any information about the Storer, including the Storer's Personal Information, to government departments, law enforcement agencies, including the police, any person who can demonstrate a legal or equitable interest in the goods stored to the FO's reasonable satisfaction, liquidators, administrators or other persons appointed to administer the Storer's financial affairs, debt collection services or credit reporting agencies (including, but not limited to, StorerCheck), the ACP and agents for any of the above.

35. The Storer warrants that it has:

(a) the right to disclose information to the FO about the ACP (including Personal Information) and that the FO may use this information as it would Personal Information collected about the Storer; and

(b) informed the ACP that the Storer has made the disclosures referred to in clause 35(a).

36. The parties acknowledge and agree that the ACP may access and correct the information held by the FO in the same manner the Storer may correct its Personal Information.

GENERAL

37. If any clause, term or provision of this Agreement is legally unenforceable or is made inapplicable, or in its application would breach any law, that clause, term or provision shall be severed or read down, but so as to maintain (as far as possible) all other terms of this Agreement.

38. No failure or delay by the FO to exercise its rights under this Agreement will operate to waive or reduce such rights.

39. The FO enters into this Agreement for itself and on behalf of its directors, employees and agents.

40. This Agreement constitutes the entire agreement between the FO and the Storer and supersedes and extinguishes all previous discussions, correspondence, negotiations, agreements, assurances, warranties, representations and understandings between them (whether written or oral).

THIS AGREEMENT IS PROPERTY OF THE SELF STORAGE ASSOCIATION OF AUSTRALASIA, ALL UNAUTHORISED USE WILL BE PROSECUTED