

Definitions

1. In this Agreement, unless context or law requires otherwise:
 - "Agreement" means this agreement between TMAAT and a Client using TMAAT's Storage Services.
 - "Client" means entity using TMAAT's Storage Services.
 - "Goods" means items stored by TMAAT on Clients' behalf.
 - "GST" means goods and services tax under the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
 - "Late payment fee" means additional fees for failing to pay Storage Fees within 7 days of the invoice date.
 - "Premises" means location where goods are stored.
 - "Space" means area on Premises used to store goods.
 - "Storage Fee" means fee payable by a Client for the Storage Services supplied by TMAAT.
 - "Storage Services" means storage of a Client's goods.
 - "Third party storage provider" means third party TMAAT uses to supply Storage Services.
 - "TMAAT" means Two Men and a Truck Pty Ltd.

Goods

2. The Client:
 - a. is deemed to have knowledge of the goods;
 - b. warrants to TMAAT that:
 - i. the Client is the owner of the goods or entitled to deal with the goods legally under this Agreement,
 - ii. the Client has accurately described the goods, their value, quantity and nature to TMAAT;
 - c. acknowledges that TMAAT:
 - i. does not have and will not be deemed to have knowledge of the goods,
 - ii. is not responsible for insuring the goods;
 - d. agrees that if it brings additional goods for storage:
 - i. this Agreement will apply to those goods unless otherwise agreed by TMAAT and the Client in a further written and signed document,
 - ii. additional administration fees may apply;
 - e. accepts that TMAAT charges additional fees for moving goods to or from Premises or Spaces.

Access

3. The Client:
 - a. may access and inspect the Space during ordinary business hours, with 48 hours prior notice, subject to the remainder of this Agreement;
 - b. accepts that if the Client or another person authorised by the Client accesses the Space, the Client will be solely responsible for securing the Space in a way acceptable to TMAAT or any relevant third party storage provider;
 - c. must not store goods that are hazardous, unlawful, illegal, stolen, flammable, explosive, volatile, perishable or pose risk to any person, property or the environment;
 - d. must not store goods which are irreplaceable, currency, jewellery, furs, deeds or other original documents;
 - e. warrants that it will disclose to TMAAT in writing if any goods that the Client wishes to have stored are:
 - i. paintings or other art,
 - ii. valued at more than \$1,000,

- iii. items of sentimental value, so that TMAAT may decide whether to store the goods.
 - f. must only use the Space for storing goods and shall not carry on any business or other activity in the Space;
 - g. must not affix or attach nails, screws or any items to any part of the Space;
 - h. must ensure that the Space is left clean and in a good state of repair, if the Client accesses the Space;
 - i. must not damage, or alter the Space without consent of TMAAT and any relevant third party storage provider;
 - j. must give TMAAT written notice of any change of address, contact, alternative contact or credit card within 48 hours of the change;
 - k. consents to TMAAT discussing any issues in relation to goods, storage of goods or this Agreement with a third party storage provider or alternate contact.
4. TMAAT may refuse a Client access to a Premises or Space, or direct a third party storage provider to refuse a Client access to a Premises or Space, if any money is owing to TMAAT by the Client, whether or not a demand for payment has been made by TMAAT.
5. If in TMAAT's opinion, the Space is unclean, damaged or altered due to a Client's use of that Space, TMAAT is entitled to charge the Client for any costs of cleaning or repairing the Space, including via the Client's credit card.
6. TMAAT reserves the right to relocate a Client to another Premises or Space, whether or not a Client receives notice.

Inspection

7. TMAAT may access and inspect the Premises or Space:
 - a. with 48 hours' notice; and
 - b. immediately if there is a breach or suspected breach of this Agreement or in an emergency.

Fees

8. The Client must pay TMAAT:
 - a. Storage Fees on receipt of a tax invoice; and
 - b. a late payment fee if Storage Fees are not paid within 7 days of receipt of a tax invoice for those Storage Fees.
9. All fees specified in this Agreement include GST.
10. The Client will be responsible for any taxes associated with the storage of goods.

Responsibility

11. To extent permitted by law, TMAAT:
 - a. liability relating to this Agreement is excluded;
 - b. will not be liable for:
 - i. loss or damage to goods whilst in storage;
 - ii. deterioration of goods in storage such as paintings, art, wine or items of sentimental value;
 - iii. damage or loss to goods in transit to or from storage;
 - iv. consequential, special, incidental or indirect loss or damage relating to this Agreement, including lost opportunity or profit.
12. To the extent permitted by law, a Client stores goods at own risk including risk of theft, damage or deterioration or loss

of the goods, damage caused by flood, fire, heat, spillage or leakage, removal or delivery, pests, vermin or other risks.

13. To the extent that TMAAT's liability cannot be excluded, its liability is limited to re-supplying the services or paying the cost of having those services re-supplied, to the extent permitted by law.
14. Each clause or subclause in this Agreement dealing with limitation of liability constitutes a separate and independent provision, severable from any other clause or subclause.
15. The Client is responsible for insuring the goods against loss and damage, to their full value.
16. The Client indemnifies TMAAT against any damage, loss, cost or expense incurred by TMAAT relating to the Client's breach of this Agreement or the Client's act or omission.

Compliance

17. The Client must comply with:
 - a. relevant laws and regulations;
 - b. reasonable and lawful directions of TMAAT in relation to the storage of the goods;
 - c. the terms of this Agreement.
18. TMAAT may take such action as it deems necessary following a Client's failure to comply with this Agreement, including entering the Space and removing or disposing of the goods at the Client's expense.

Notices

19. TMAAT may send notices under this Agreement by post, email or fax to any address specified by the Client, including to an alternate contact.
20. Notice is deemed to have been given to a Client if TMAAT sends that notice via post, email or fax to any address specified by the Client, including to an alternate contact, even if the address specified is incorrect, invalid or no longer used by the Client or alternate contact.

Default

21. If a Client does not pay Storage Fees as required, TMAAT reserves a right of lien over the stored goods.
22. Subject to the relevant law, if any Storage Fees owing to TMAAT are not paid when due and TMAAT has taken steps to notify the Client of the outstanding debt, the Client authorises TMAAT to sell or dispose of the goods as if TMAAT was the owner, using proceeds to pay any

outstanding fees under this Agreement and costs related to disposing or selling the goods.

23. The Client acknowledges that if goods are sold by TMAAT to recover outstanding Storage Fees or costs, ownership in the goods will pass to the purchaser of the goods.

Termination

24. Either party may terminate this Agreement by providing 14 days' notice.
25. Without limiting its rights, TMAAT may terminate this Agreement by notice to the Client, if the Client:
 - a. becomes bankrupt, goes into liquidation or has a receiver or manager appointed to it or its asset;
 - b. enters into a scheme of arrangement with creditors or suffers any other form of external administration;
 - c. commits any breach of its obligations under this Agreement and fails to remedy such breach within 7 days of receipt of notice of breach;
26. On termination of this Agreement, the Client must:
 - a. remove all goods from the Space and leave the Space clean condition and in the same state that it was at the start of this Agreement, fair wear and tear excepted;
 - b. immediately pay all outstanding amounts, fees and any expenses to TMAAT.
27. TMAAT will not release a Client's goods until all monies due to TMAAT under this Agreement have been paid.

General

28. This Agreement may be accepted by signature, verbally, online or by TMAAT providing Storage Services to a Client after that Client is provided with this Agreement.
29. This Agreement constitutes the whole agreement between the parties regarding storage of goods and any previous arrangements or agreements are superseded.
30. Headings do not affect interpretation of this Agreement.
31. Any waiver of a specific term, at a particular time, will not be taken to be an ongoing waiver or a waiver of other terms.
32. If any term, or part, of this Agreement is deemed invalid, it will be severed from the rest of this Agreement, which will remain valid to the extent permitted by law.
33. The Client must not assign this Agreement without the prior written and signed consent of TMAAT.
34. This Agreement is governed by the laws of New South Wales, Australia and the courts of that State have exclusive jurisdiction, to the extent permitted by law.

INSURANCE

Important

35. Obtaining and maintaining insurance is a Client's responsibility.
36. TMAAT accepts no liability for loss or damage to goods stored, to the extent permitted by law.

Clients can arrange for insurance of the stored goods themselves, instead of having it arranged through TMAAT.