



# TWO MEN AND A TRUCK

## YOUR COMPLETE MOVING PROFESSIONALS

### STORAGE CLIENT AGREEMENT

#### 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 of \$25 per week applies if Storage Fees are not paid within 7 days of receipt of a tax invoice for those Storage Fees.
  - c. Access fees for client's request to access his/her storage container. An access fee of \$120 applies to cover the initial 1 hour onsite supervision and forklift fees (with only one TMAAT representative). After the first hour, every hour after will be charged \$50. A different set of rates may be given for clients requiring further labour (loading and unloading of goods).
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 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 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.

# PRIVACY POLICY

At Two Men And A Truck Pty Ltd, we are committed to protecting your privacy in accordance with the Privacy Act 1988 (Cth). This Policy describes our current policies and practices in relation to the collection, handling, use and disclosure of personal information. It also deals with how you can complain about a breach of the privacy laws, access the personal information we hold about you and have that information corrected (where necessary).

## **What information do we collect and how do we use it?**

When we provide you with a quotation for removal/relocation domestic services, international services, storage, packing and unpacking service, arranging insurance, packing material sales, we ask you for the information we need to do so. This can include your name, address, contact details and payment information such as your credit card details.

We may provide the information that you provide us to agents, shipping companies, subcontractors, insurers or insurance agents/brokers to enable us to complete the service requested.

We also use your information to enable us to manage your ongoing requirements and our relationship with you, e.g. for removal/relocation domestic, international, storage, packing and unpacking services, insurance, packing material sales. We may communicate with you by mail or electronically unless you tell us that you do not wish to receive electronic communications.

From time to time we will use your contact details to send you offers and newsletters or other information about products and services that we believe will be of interest to you. We may also send you regular updates by email or by post. We will always give you the option of electing not to receive these communications and you can unsubscribe at any time by notifying us that you wish to do so.

We may also use your information internally to help us improve our services and help resolve any problems.

## **What sort of information do we collect from our website?**

**Web data** - We may collect personal information, such as your name, address and contact details to assist in providing a quote or contacting you regarding the services you may require.

**Anonymous data** – We use technology to collect anonymous information about the use of our website, for example when you browse our website our service provider logs your server address, the date and time of your visit, the pages and links accessed and the type of browser used. It does not identify you personally and we only use this information for statistical purposes and to improve the content and functionality of our website, to better understand our clients and markets and to improve our services.

**Cookies** – In order to collect this anonymous data we may use “cookies”. Cookies are small pieces of information which are sent to your browser and stored on your computer’s hard drive. Sometimes they identify users where the website requires information to be retained from one page to the next. This is purely to increase the functionality of the site. Cookies by themselves cannot be used to discover the identity of the user. Cookies do not damage your computer and you can set your browser to notify you when you receive a cookie so that you can decide if you want to accept it. If you use only temporary cookies, insert “Once you leave the site, the cookie is destroyed and no personal or other information about you is stored.” If you use permanent cookies, insert “They allow the website to recognise your computer when you return in the future”.

## **What if you don’t provide some information to us?**

If you do not provide us with some or all of the information that we ask for, we may not be able to provide you with a quotation or arrange the removal, transit, storage or insurance of your belongings.

## **How do we hold and protect your information?**

We strive to maintain the relevance, reliability, accuracy, completeness and currency of the personal information we hold and to protect its privacy and security. We keep personal information only for as long as is reasonably necessary for the purpose for which it was collected or to comply with any applicable legal requirements.

We hold the information we collect from you in our secure server.

We ensure that your information is safe by using a state of the art firewall. We maintain physical security over our paper and electronic data and premises, by using locks and security systems.

## **Will we disclose the information we collect to anyone?**

We do not sell, trade, or rent your personal information to others. We will disclose your information to agents, shipping companies, subcontractors, insurers or insurance agents/brokers and may need to provide your information to contractors who supply services to us e.g. removal/relocation domestic, international, storage, packing and unpacking, insurance brokers or to other companies in the event of a corporate sale, merger, reorganisation, dissolution or similar event. However, we will take all reasonable steps to ensure that they protect your information in the same way that we do.

We may also provide your information to others if we are required to do so by law or under some unusual other circumstances which the Privacy Act permits.

We may disclose your information to recipients in other countries for the purpose of services requested. If they are not regulated by laws which protect your information in a way that is similar to the Privacy Act, we will seek your consent before disclosing your information to them.

#### **How can you check, update or change the information we are holding?**

Upon receipt of your written request and enough information to allow us to identify the information, we will disclose to you the personal (and credit) information we hold about you. We will also correct, amend or delete any personal information that we agree is inaccurate, irrelevant, out of date or incomplete.

If you wish to access or correct your personal (or credit) information please write to Gillian Lewis at [gillian@twomen.com.au](mailto:gillian@twomen.com.au)

We do not charge for receiving a request for access to personal (or credit) information or for complying with a correction request.

We will charge for our reasonable expenses incurred in providing you with access to your information which will include staff costs, photocopy and mailing cheques and any other costs incurred in providing you the information.

In some limited cases, we may need to refuse access to your information or refuse a request for correction. We will advise you as soon as possible after your request if this is the case and provide the reasons for our refusal.

#### **What happens if you want to complain?**

If you have any concerns about whether we have complied with the Privacy Act or this Privacy Policy when collecting or handling your personal information, please write to our Privacy Officer Gillian Lewis at [gillian@twomen.com.au](mailto:gillian@twomen.com.au)

We will consider your complaint through our internal complaints resolution process and we will try to respond with a decision within 14 days.

#### **Your consent**

By asking us to provide you with a quotation for/and , removal/relocation domestic, international, storage, packing and unpacking services, arrange insurance, packing material sales you consent to the collection and use of the information you have provided to us for the purposes described above.



# PRIVACY COLLECTION STATEMENT

For AFRA Members

At Two Men And A Truck Pty Ltd we are committed to protecting your privacy. We use the personal information you give us to provide you with removal and relocation services, storage, packing and unpacking, arranging insurance and packing material sales.

If you don't provide us with full information, we may not be able to provide the removal, transit or storage services you require and/or insurance of your belongings.

We provide your information to other people who are involved in providing these services (or ancillary services) including agents, shipping companies, subcontractors, insurers or insurance agents/brokers.

If you do not pay our fees within our credit terms, we may provide your information to a credit reporting body or debt recovery agent which may impact your credit rating.

We do not trade, rent or sell your information or disclose it to overseas recipients. If a recipient is located overseas and they are not regulated by laws which protect your information in a way that is similar to the Privacy Act, we will seek your consent before disclosing your information to them.

From time to time, we will use your contact details to send you offers, newsletters or other information about products and services that we believe will be of interest to you. We may also send you regular updates by email or by post. We will always give you the option of electing not to receive these communications and you can unsubscribe at any time by notifying us that you wish to do so.

For more information about how to access the information we hold about you, how to have it corrected and how to complain if you think we have breached the privacy law, ask us for a copy of our Privacy Policy by contacting us on 1300 880 412 or visiting our website. [www.twomen.com.au](http://www.twomen.com.au)

