

## TERMS AND CONDITIONS FOR ACCOUNT CUSTOMERS

**IMPORTANT: PLEASE READ THIS DOCUMENT CAREFULLY. PLEASE NOTE:**

- **MONTHLY STORAGE FEES ARE PAYABLE IN ADVANCE, WITH THE FIRST PAYMENT DUE ON THE DATE THE PROPERTY ARRIVES AT THE STORAGE FACILITY;**
- **STORAGE FEES FOR EACH MONTH THEREAFTER ARE PAYABLE WITHIN 7 DAYS FROM THE DATE OF THE INVOICE (DEBITED AS PER METHOD ON DIRECT DEBIT AUTHORITY FORM); AND**
- **ANNUAL STORAGE FEES ARE PAYABLE 12 MONTHS IN ADVANCE AND ARE PAYABLE WITHIN 7 DAYS FROM DATE OF THE INVOICE.**

The terms set out below (**Terms**) apply to the Services provided by the Company and should be read together with the Quotation.

These Terms will apply to the exclusion of any inconsistent terms and conditions (unless expressly agreed in writing by the Company). These Terms will apply to any variations to the scope of the Services which may be agreed (verbally or in writing) by the Parties. The Client will be deemed to have accepted these Terms on execution of the Quotation or when the Company commences to provide the Services at the request (written or otherwise) of the Client.

## 1. DEFINITIONS AND INTERPRETATION

### 1.1 Definitions

In these Terms, unless the context otherwise requires, the following words have the following meanings:

**Booking Acknowledgement** means the Company's written confirmation that a Booking has been received from the Client, and a Contract brought into existence.

**Booking Form** means the document setting out a Booking, the form which is determined by the Company from time to time.

**Booking** means a booking for the storage of Property at the Storage Facility placed by the Client with the Company in accordance with clause 2(a).

**Company** means Base Camp Storage Solutions Pty Ltd ACN 628 206 324.

**Contract** has the meaning given to it in clause 2(c).

**Client** means any person or entity that places a Booking.

**Direct Debit Authority Form** means the direct debit authority form executed by the Client for payment of the Price.

**Event of Default** means:

- any breach by the Client of any term of these Terms;
- a failure by the Client to pay any part of the Price in accordance with the Payment Terms;
- the Client becoming an 'externally administered body corporate' as defined by the *Corporations Act 2001* (Cth);
- any step being taken for the winding up or dissolution of the Client, including the appointment of an administrator;
- the Client being insolvent within the meaning of the *Corporations Act 2001* (Cth);
- the Client committing an 'act of bankruptcy' as defined by the *Bankruptcy Act 1966* (Cth);
- a receiver or a receiver and manager being appointed to the Client whether by a court or otherwise; and
- anything analogous or having substantially similar effect to any of the events specified in paragraphs (a) to (g) above (inclusive) happens under the law of any applicable jurisdiction.

**GST** means Goods and Services tax.

**Law** includes all legislation, enactments, regulations, standards, by-laws, treaties and ordinances applicable to any act, omission, conduct, matter or thing for any reason.

**Location** means the address for the Storage Facility, located at 1225 Golden Grove Road, Golden Grove 5126.

**Payment Terms** means the terms of payment described in clause 6.3.

**Perfected** has the meaning set out in the PPSA.

**PPSA** means the *Personal Property Securities Act 2009* (Cth) and any regulations made under it.

**PPSR** means the Personal Property Securities Register established by the PPSA.

**Price** means the price for Services specified in the Quotation issued by the Company (subject always to clause 6.2).

**Property** means the Client's personal motor vehicles, chattels and possessions.

**Quotation** means a quotation and/or proposal issued by the Company for the provision of the Services by the Company.

**Security Agreement** has the meaning set out in the PPSA.

**Security Interest** has the meaning set out in the PPSA.

**Storage Facility** means the Company's open-air storage facility located at 183 Argent Road, Penfield SA 5121.

**Services** means the supply of the Storage Facility by the Company to the Client.

**Storage Period** means the period specified in the Booking Form, being the period for which the Company will make the Services available to the Client.

### 1.2 Interpretation

In these Terms, unless the contrary intention appears:

- a reference to a person or entity includes a natural person, a partnership, corporation, trust, association, unincorporated body, authority or other entity;
- where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- a reference to any document is a reference to that document (and, where applicable, any of its provisions) as amended, novated, supplemented or replaced from time to time;
- a reference to a party to these Terms includes that party's executors, administrators, successors and permitted assigns;
- a reference to "\$" or "Dollars" is a reference to Australian currency; and
- the word "including" is not to be treated as a word of limitation;
- a reference to time is a reference to the time in Adelaide, South Australia; and
- a term which purports to bind or benefit two or more persons binds or benefits them jointly and severally.

### 1.3 Schedule and Annexure

Any Schedules and Annexures to these Terms form part of these Terms.

## 2. APPLICATION OF TERMS

- When the Client wishes to accept a Quotation issued by the Company and acquire the Services from the Company it must send a written Booking Form to the Company. The Company may, in its discretion, accept or reject a Booking Form.
- The Client acknowledges and agrees that if its Booking Form is accepted by the Company, these Terms will apply in its dealings with the Company, to the exclusion of all other terms and conditions.
- A contract between the Company and the Client for the provision of the Services by the Company to the Client specified in the Booking Form (**Contract**) will come into existence on the date the Client accepts the Quotation by submitting a valid Booking Form to the Company.
- The Contract will comprise:
  - the terms and conditions set out in these Terms;
  - the Quotation;
  - the Direct Debit Authority Form (if applicable);
  - the details of the Services specified in the Booking Form; and
  - the invoice issued by the Company to the Client.

Nothing in this clause or these Terms will affect or restrict any terms, conditions or guarantees implied or provided for by applicable law which cannot lawfully be excluded by the Company.

- In the event of an inconsistency between any of the documents listed in clause 2(d) above, the terms and conditions of these Terms will prevail to the extent of the inconsistency, with the terms of the Quotation (if any) prevailing thereafter.
- A separate Contract is entered into each time the Client submits a Booking to the Company. The Company may (but is not obliged to) issue a Booking Acknowledgement to the Client, confirming the terms of the Contract.
- No Contract which has been created can be cancelled by the Client except with the prior written consent of the Company, on such terms and conditions as the Company may require.
- The quantity, quality and description of the Services to be supplied by the Company pursuant to any Contract will be as set out in the corresponding Booking Form, subject always to clause 2(i).
- The Company will use its reasonable endeavours to supply the Services to the Client in accordance with any Booking Forms submitted, except that it is acknowledged by the parties that the Company is entitled to change the nature of the Services as it thinks fit, acting reasonably.
- The Company may, at any time, refuse to accept any Booking Form submitted by the Client, and cancel any Contract created under these Terms, in its sole and absolute discretion.

**3. PPSA**

- (a) The Client acknowledges that until such time as payment of invoices is made, these Terms may constitute a Security Agreement for the purposes of the PPSA, and therefore the Company may have a Security Interest in the Property.
- (b) The Client agrees to do such things as the Company may require from time to time to ensure that any Security Interest of the Company arising from or connected with these Terms is Perfected under the PPSA for whatever period the Company determines including signing documents and providing the Company with all further information required to enable the Company to register its Security Interests on the PPSR, and to otherwise protect the Company's position under the PPSA.
- (c) The Client must keep the Company fully informed of all relevant information regarding it and its activities, including by providing not less than 14 calendar days notice in writing of any proposed change in its name or contact details, and immediately advising the Company of material changes in its business activities.
- (d) The Client agrees to indemnify the Company for all expenses incurred by the Company in registering its Security Interests on the PPS Register, and will reimburse the Company for all such expenses immediately upon demand.
- (e) The Client waives its rights under section 157 of the PPSA to receive a notice in relation to the registration events to which section 157(3)(a) of the PPSA applies, including without limitation, the right to receive a copy of a verification statement confirming registration of a financing statement or financing change statement relating to the Security Interest created by these Terms. The Client agrees that nothing in sections 125, 132(3)(d), 132(4), 135, 142 and 143 of the PPSA and Part 4.3 (other than Division 6 of Part 4.3) of the PPSA shall apply to these Terms, all Contracts, and any Security Interest in the Property created by these Terms or any Contract, and to the extent permitted by the PPSA, the Client waives its rights in respect of these Terms, any Contract or any Security Interest created under either of them, to receive any notice or statement under the following sections of the PPSA: 95, 118, 121(4), 123, 130, 132(3)(d), 132(4), 135, 157 and all sections in Part 4.3 (other than those in Division 6 of Part 4.3).

**4. PROVISION OF SERVICES****4.1 Provision**

- (a) The Company will use its reasonable endeavours to provide the Services the subject of any Contract as specified in the corresponding Booking Form.
- (b) The Client acknowledges and agrees that despite clause 4.1(a), any dates for the provision of the Services may be varied and are not binding on the Company. The Company will use its reasonable endeavours to keep the Client informed of any delays and any revised dates.
- (c) Unless otherwise specified by the Company in the Quotation or in respect of any Booking, the designated area of the Storage Facility provided to the Client pursuant to the Booking will be made available for the exclusive use by the Client for the duration of time specified in the Booking Form.

**4.2 No implied services**

The Client acknowledges that except as provided by Law, these Terms do not entitle the Client to demand to receive from the Company any services in relation to the Services supplied the subject of a Booking.

**5. CLIENT OBLIGATIONS**

- (a) The Client is responsible for ensuring the accuracy of the terms of each Booking Form and will notify the Company as soon as possible of any change to its personal details that were provided on the Booking Form (including address, telephone number and email address).
- (b) The Client acknowledges that it will be provided with an individual access code to access the Storage Facility for the duration of the Storage Period.
- (c) The Client warrants:
  - (i) That it will not share its individual access code to the Storage Facility with any other person; and
  - (ii) That it must use its own individual access code to enter the Storage Facility (rather than following another person inside the Storage Facility).
- (d) The Client acknowledges that it will be provided with a designated area within the Storage Facility for the duration of the Storage Period and warrants that it will only leave its Property within that designated area. If the Company is required to move the Property that has been left by the Client in an unauthorised area of the Storage Facility, the Client will be responsible for any towing or other charges incurred by the Company to re-position the Property to the Client's designated area.
- (e) The Client will only be permitted to access the Storage Facility between the hours of 6am and 9pm, seven days a week. The Client agrees that access will be solely through an automated access system via the Client's mobile phone.
- (f) The Client warrants that it will not cause any damage to any property of third-parties or of the Company at the Storage Facility, and acknowledges that any damage resulting from the Client's misuse of the Storage Facility, or breach of these Terms, will be the sole liability of the Client.

**6. PRICE AND PAYMENT****6.1 Price**

In consideration of the supply of the Services the Client must pay the Price to the Company in accordance with the Payment Terms. The Price may be reviewed by the Company upon renewal of Services from time to time.

**6.2 Quotation**

The Client acknowledges that each Quotation issued by the Company has been prepared by the Company on the basis of, and in reliance upon, the information provided by the Client, and further acknowledges that the provision of incomplete or misleading information by the Client, unforeseen circumstances, misinterpretations, variations and similar events may result in charges additional to those set out in the Quotation being payable by the Client for the Services the subject of the relevant Booking. The Company may vary the Price by notice to the Client if:

- (a) the Company undertakes additional services at the request (written or verbal) by the Client;
- (b) the Company undertakes additional services which are required as a result of unexpected or undisclosed conditions encountered by the Company whilst providing the Services;
- (c) the Services are varied by written agreement between the Parties; or
- (d) a change of Law or technological advancement occurs during the provision of the Services which (in the Company's reasonable opinion) results in increased cost to the Company in the provision of the Services.

**6.3 Payment**

The Client will adhere to the following terms of payment (**Payment Terms**):

- (i) for month-to-month Bookings (being any Booking for less than 12 months), the Price is payable in advance being upfront and pro-rata for the first month and then monthly in advance thereafter on the 1<sup>st</sup> day of each month, with the first invoice rendered (and immediately payable) on the date on which the Property arrives at the Storage Facility; and/or
- (ii) for annual Bookings (being any Booking for 12 months or longer), the Price is payable 12 months in advance and within 7 days from the date the invoice is issued.
- (b) The Company will be entitled to invoice the Client for the Price at any time following the submission of a valid Booking Form.
- (c) The Client acknowledges that the Company's preferred method of payment is via electronic funds transfer.
- (d) All payments due by the Client under each Contract must be paid in accordance with the Payment Terms, in the manner requested by the Company from time to time. All amounts owed to the Company under each Contract in respect of the Services must be paid in full by the Client without any setoff, withholdings or deductions in accordance with the Payment Terms, and it is acknowledged and agreed that for the purposes of the Client's payment obligations under these Terms, time is of the essence.
- (e) If the Client fails to make any payment to the Company by the due date, then without prejudice to any other right or remedy available to the Company, the Company can in its discretion, and until such times as payment is made, do any one or more of the following:
  - (i) disable the access code for the Storage Facility;
  - (ii) hold the Property on trust for the Client, and to store the Property in a manner that the Property is recognisable as the property of the Client;)
  - (iii) cancel any Contract or suspend any further supply of Services to the Client; and/or;
  - (iv) any other thing specified in clause 12.

**7. PERSONAL GUARANTEE**

Where the Client is a company, each director that signs these Terms agrees to personally guarantee, in favour of the Company, any and all obligations (including as to payment) due to the Company from the Client.

**8. GST****8.1 Consideration GST exclusive**

Unless otherwise expressly stated, the Price and other sums payable or consideration to be provided under these Terms is exclusive of GST.

**8.2 Payment of GST**

If GST is payable by the Client on any supply made by the Company under these Terms, the Client must pay to the Company an additional amount that is equal to the amount payable by the Client for the relevant supply multiplied by the prevailing GST rate. This additional amount is payable at the same time as the Price or other consideration for the relevant supply to which the additional amount relates.

**8.3 Tax invoice**

In the event of a taxable supply, the Company will provide a valid tax invoice (in the form prescribed by the *A New Tax System (Goods & Services Tax) Act 1999* (Cth)) to the Client.

**9. INTELLECTUAL PROPERTY**

The Client acknowledges and agrees that the Company will own all right, title and interest in Intellectual Property made, written or developed by the Company in the course of and for the purpose of providing the Services in accordance with these Terms.

**10. CONFIDENTIAL INFORMATION****10.1 Obligation**

- (a) The Client must keep confidential any information obtained from the Company in the course of the negotiations for or performance of these Terms, as well as the terms of these Terms, the subject matter of these Terms and details of the transaction provided for in it, where that information is or can reasonably be considered to be confidential to the Company (**Confidential Information**).
- (b) The Client must not use or disclose the Confidential Information for any purpose other than that which the information was disclosed.

**10.2 Exclusions**

The obligations of confidence under these Terms do not apply to any information that:

- (a) is in the public domain (other than through any breach of these Terms);
- (b) the Client can prove was known to it at the time of disclosure by the Company, free from any obligation of confidence; or
- (c) the Client is required by law to disclose.

**10.3 Destruction of Documents**

On written notice from the Company the Client must immediately destroy or deliver to the Company all Confidential Information in a recorded form (including any copies of that information) which is in the possession or control of the Client.

**11. TERMINATION OF CONTRACT**

- (a) The Contract may be terminated, without cause by the Company providing the Client with 7 days' written notice of termination.
- (b) The parties must comply with the requirements of clauses 12.2, 12.3 and 12.4 on termination of the Contract.

**12. EVENT OF DEFAULT****12.1 Company entitlements**

- (a) If an Event of Default occurs or is threatened to occur to the Client, the Company can immediately:
  - (i) terminate these Terms;
  - (ii) suspend or terminate the Contracts or other arrangement then in force between the parties;
  - (iii) suspend or cancel provision of the Services;
  - (iv) refuse to accept any further Bookings submitted by the Client and cancel any Contracts which may otherwise be created as a result of such Booking submissions;
  - (v) make the Price immediately due and payable;
  - (vi) charge the Client interest on any amounts then owed to the Company at the rate of 4% per annum until payment is made in full, and/or
  - (vii) do anything else permitted by law or the PPSA,
 without liability and without affecting or limiting any other rights or remedies available to the Company.
- (b) For any Property left at the Storage Facility following the termination or expiry of these Terms, the Company can enforce any of its rights under the *Unclaimed Goods Act 1987* (SA).

**12.2 Consequences of termination**

Any termination of these Terms or any Contract does not relieve the other party of any obligation remaining to be or performed by it or capable of having effect after such termination and is without prejudice to any right or cause of action already accrued to either party in respect of any breach of this by the other party.

**12.3 Obligations upon termination**

Upon termination or expiry of these Terms, any Contract or any part of a Contract the Client must immediately pay to the Company any outstanding portion of the Price and any other amounts due and payable for the Services supplied by the Company up until the date of termination or the end of the Storage Period (whichever is later).

**12.4 Survival**

The rights and obligations under clauses 2(e), 3, 6.3(d), 10, 12.2, 12.3, 13, 14 and 16 survive the expiry or termination of these Terms and continue in full force and effect, together with any other rights and obligations which are by their nature or effect intended to survive.

**13. EXCLUSION AND LIMITATION OF LIABILITY****13.1 Applicable law unaffected**

The parties acknowledge and agree that:

- (a) State and Commonwealth legislation implies certain non-excludable guarantees, warranties and conditions into particular agreements for the supply of goods and

services, which cannot be excluded, restricted or modified (**Non-Excludable Guarantees**);

- (b) the Company does not exclude, restrict or modify the Non-Excludable Guarantees and nothing in these Terms is intended or is to be construed as doing so; and
- (c) nothing in these Terms affects any remedies available to the Client at law and which cannot be lawfully excluded by the Company, including in respect of any of the Non-Excludable Guarantees which may be applicable.

**13.2 Exclusion of liability**

- (a) The Client acknowledges and understands that apart from any Non-Excludable Guarantees which may be applicable, the Company does not make or provide any express warranties or guarantees regarding the Services or the suitability of the Storage Facility for use by the Client.

- (b) Subject to clause 13.1, to the maximum extent permitted by law, the Company excludes all warranties, terms, conditions and guarantees regarding the Services and any other goods or services supplied or provided under these Terms which are implied by law (including the general law) or custom.

**13.3 Limitation of liability**

- (a) To the maximum extent permitted by law, the Company's liability to the Client for a breach of any of the Non-Excludable Guarantees in respect of any goods or Services provided to the Client under these Terms is limited to the supply of the Services again, or payment of the cost of having the Services supplied again.
- (b) Other than in the occurrence of gross negligence on the part of the Company, for the duration of the Contract, and following the termination of the Contract, the Company will have no liability with respect to the any loss suffered in relation to the Property.

**14. RISK AND INSURANCE**

- (a) The Client acknowledges that:

- (i) It will abide with the reasonable rules and directions of the Company in relation to the Storage Facility (including access) issued by the Company from time to time;
- (ii) the Storage Facility is monitored 24/7 by closed circuit television surveillance;
- (iii) the Property will not include any items that are dangerous, noxious, annoying, offensive, immoral or illegal;
- (iv) the Company assumes no liability for any direct, indirect or consequential loss suffered by the Client or the Property (however occurring and whether resulting from the Client's use of the Storage Facility or otherwise); and
- (v) the Client assumes all risk and liability associated with any loss or damage arising to the Property, however occurring, resulting from the Client's use of the Storage Facility.

- (b) The Client is responsible for insuring the Property for its full replacement value for the duration of the Storage Period.

**15. INDEMNITY**

To the fullest extent permitted by law, the Client will at all times indemnify and keep indemnified the Company, its related entities and each of their directors, agents and employees (**those indemnified**) against all expenses, losses, damages and costs (on a solicitor and own client basis and whether incurred by or awarded against those indemnified) that those indemnified may sustain or incur as a result, whether directly or indirectly, of the occurrence of an Event of Default or any breach of these Terms or any Contract by the Client, or any damage caused to the Storage Facility or the property of the Company resulting from the Property.

**16. GENERAL****16.1 Costs**

Each party will pay its own costs in connection with the negotiation, preparation and execution of these Terms.

**16.2 Amendment**

This document may only be amended in writing signed by all the parties and may not be amended in any other manner.

**16.3 Entire document**

This document contains the entire agreement between the parties about its subject matter. Any previous understanding, agreement, representation or warranty relating to that subject matter is replaced by these Terms and has no further effect.

**16.4 Force Majeure**

- (a) Notwithstanding anything else contained in these Terms, the Company will not be liable for any delay in or failure to comply with these Terms if such delay or failure is caused by circumstances beyond the Company's reasonable control, including without limitation, fire, flood, act of God, strikes, lock outs, stoppage of work, trade disputes, transport embargos or failure or delay in transportation, or any act of war or terrorism.
- (b) If a delay or failure by the Company to perform its obligations due to an event contemplated by clause 16.4(a) exceeds 60 calendar days, the Company may immediately terminate these Terms by providing notice in writing to the Client.

**16.5 Assignment**

The Client must not assign or transfer any of its rights or obligations under these Terms without the prior written consent of the Company, which will be granted or withheld by the Company in its absolute discretion.

**16.6 Waiver**

No waiver by the Company of any breach or default by any other party is effective unless reduced to writing and signed by the Company, and any such waiver does not constitute a waiver of any other continuing breach or default under these Terms.

**16.7 Remedies**

- (a) Other than as provided in these Terms the rights and remedies provided under these Terms are cumulative and not exclusive of any rights or remedies provided by law or of any other such right or remedy. Any single or partial exercise of any power or right does not preclude any other or further exercise of it or the exercise of any other power or right under these Terms.
- (b) The rights and obligations of the parties pursuant to these Terms are in addition to and not in derogation of any other right or obligation between the parties under any other deed or agreement to which they are parties.

**16.8 Severance**

If any provision of these Terms is prohibited, invalid or unenforceable in any jurisdiction, that provision will, as to that jurisdiction, be ineffective to the extent of the prohibition, invalidity or unenforceability without invalidating the remaining provisions of these Terms or affecting the validity or enforceability of that provision in any other jurisdiction.

**16.9 Governing Law**

This document is governed by the law in force in the state of South Australia. The parties submit to the non-exclusive jurisdiction of the courts of that State and the South Australia Registry of the Federal Court of Australia in respect of all proceedings arising in connection with these Terms or any Contract.

**16.10 Further Assurances**

Each party will promptly do all things required by law or reasonably requested by any other party to give effect to these Terms.

**16.11 No Merger**

No right or obligation of any party will merge on completion of any transaction under these Terms. All rights and obligations under these Terms survive the execution and delivery of any transfer or other document which implements any transaction under these Terms.

**16.12 Notices**

- (a) Any notice given under these Terms must be in writing and signed by or for the sender and delivered by post, hand or fax to the last known address of the recipient.
- (b) A notice or other communication is deemed given if:
  - (i) personally delivered, upon delivery;
  - (ii) mailed to an address in Australia, 2 business days after the date of posting (whether received or not); and
  - (iii) sent by facsimile, at the time of transmission provided that the sender's machine produces a transmission report confirming the successful transmission of the total number of pages of the notice.