



# PARKING AND STORAGE AGREEMENT

**THIS AGREEMENT IS REQUIRED TO SAFEGUARD BOTH YOU AND US SO PLEASE ENSURE YOU UNDERSTAND AND AGREE TO THE CONDITIONS OVERLEAF AND ALL OTHER THE CONTENTS AS SIGNING THIS AGREEMENT CREATES A LEGALLY BINDING CONTRACT. NOTE: It is Your obligation to update Your and Your Proxy's details if they change**

**Your contact information:**

Title (Mr/Mrs/Ms/Other):	Given Names:	Family Name:
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**If this agreement is on behalf of a separate legal entity please provide**

Entity Name:	A.B.N. or A.C.N.:
Registered Office:	

You authorise that you are able to enter into this agreement on behalf of the Entity:

**How we should contact you:**

Physical Address:		
Postal Address:		
Phone 1:	Phone 2:	Email:

We will need to verify your identity by Law and you will need a passport or driver's license.

**Your nominated and authorized Proxy in case we can't contact You**

Title (Mr/Mrs/Ms/Other):	Given Names:	Family Name:
Physical Address:		
Postal Address:		
Phone 1:	Phone 2:	Email:

**STORAGE PERIOD**

Start Date ..... To:..... and then extended automatically until one month's notice is given by either party.

**SCHEDULE OF FEES**

Refer to Schedule of Fees on the lmstore website at [www.lmstore.com.au/bookings](http://www.lmstore.com.au/bookings)  
All Fees must be paid prior to using the facility and GST is included in all pricing. The Bond is exempt from GST.

**IMPORTANT ITEMS FOR YOU TO KNOW (SEE BELOW)**

- All payments shall be made in advance by You and in an electronic form. A monthly direct debit to our bank account is preferred.
- Your Goods are stored at Your own risk. We recommend that You consider taking out suitable insurance cover.
- We are excluded from liability for all losses, including consequential loss or damage of Your Goods stored in the Storage Area or anywhere else in Our Facility, except for laws which cannot be excluded, including rights under the Australian Consumer Law.
- We are excluded from claims for all damages, consequential losses on business losses, property and/or

personal liability arising from the use of Our services, except for laws which cannot be excluded.

- You must not store hazards dangerous, illegal, stolen, perishable, environmentally harmful or explosive goods.
- Unless specifically itemised and covered by Your insurance You must also not store goods that are irreplaceable.
- The Storage Area will be accessible during set access hours as posted by Us, subject to any loss of capabilities cause by events beyond our control, such as power outages.
- **One calendar month notice must be given by You or Us for termination of this agreement.**
- You must notify Us of all changes to Your or your Proxy’s address, e-mail, telephone numbers or other contact details
- If You fail to comply with material terms in this agreement We will have certain rights which include forfeiture of Your Bond and the right to seize and sell and/or dispose of Your Goods (see Clause 6).
- We have the right to refuse access to You if all fees are not paid promptly (see Clause 11).
- We have the right to enter the Storage Area/Container in certain circumstances (see Clauses 6, 13, 14, 19, 20, 21 & 23).
- We may discuss Your account, any default and Your details with the Proxy. Upon termination or default, We may elect to release items to the Proxy (see Clause 10(i))

**YOUR CONSENT**

1. I agree to be bound by the conditions of this Agreement as shown herein.
2. I consent to receiving correspondence and Notices from the Facility Operator electronically, including but not limited to email and SMS.
3. By applying for storage at this Facility I consent to the undertaking of a search of my details by reference organisations that are commercially available.
4. I understand that any offer I make to store and/or use the Facility must first be accepted by the Facility Operator.
5. I have received and acknowledge this document is seven pages in length.
6. Items stored within shipping containers or other vessels under my control whether provided by me or the Facility Operator shall be in compliance with these Terms and Conditions.
7. I understand that I must notify the Facility Operator if there are changes to the nature of material being stored and that were previously communicated to the Facility Operator.
8. The Facility Operator provides me an area to store items. I may remove and/or exchange items at any stage and utilise the same area without notifying the Facility Operator as long as all storage items comply with the terms of this agreement.
9. ***I am liable for ongoing rental costs until all Access Devices are returned.***

**ACCEPTANCE OF INSURANCE AND INDEMNITY CONDITIONS**

1. I understand that the Facility Operator and/or Land Owner does not insure my Goods nor insure me for Public Liability and that You have advised me to take out adequate insurance cover.  
I indemnify the Facility Operator and/or Land Owner in respect of any claim made against them as a consequence of, in relation to, or in any way arising out of my use of this Facility. This includes but is not limited to injury to me or anybody else, damage to, destruction of, theft of or delivery of my described property or any other property (including anything in or on my Storage Area or any other of my property in the facility), however caused whether authorised or not, and any claims for loss of income and/or profits and/or any other consequential losses.
2. Should I transport any property of the Facility Operator, including but not limited to shipping containers, to or from the Facility for any purpose, I shall provide insurance for the property and shall completely and fully indemnify the Facility Operator against any liability caused by my use of the property.

Required Information:

Goods Description:	ID incl Rego or Container ID:	Visiting vehicle ID:
Your Signature:	Passport or MVDL State and Number:	
Date:		
Access devices provided:	Access Device IDs:	

Accepted and Signed on behalf of the Facility Operator .....

## CONDITIONS OF AGREEMENT

### DEFINITIONS:

Access Devices	Keys, fob ids and other items used to gain access to the Facility.
Agreement	This document in full
Costs	Liabilities incurred by You that are not covered by the standard Fees.
Due Date	The Invoices are payable in advance on the first of the month. This date will be shown on the invoice provided. You should set up a recurring Funds Transfer to our account from the first month onwards.
Facility	The whole of the area in which Your Storage Area is placed
Facility Operator	The entity operating the Facility. Lanman2156 Pty Ltd Trading As Imstore 277 Victoria Road, MALAGA WA 6090 Phone: (08) 6267 5199 Email: info@lmstore.com.au ABN 41 161 800 684 Registered Office: 2/171 Main Street OSBORNE PARK WA 6916 Bank Details Account Name <b>Lanman 2156 Pty Ltd</b> BSB <b>036-062</b> Account Number <b>671517</b>
Fees	Amounts owed by virtue of the storage in a Storage Area, and other costs as and when they arise and fall due.
Land Owner	The entities owning the land upon which the Facility is operated.
Notice	Any correspondence from Us including Invoices, Statements and Defaults
Proxy	Alternate party that may maintain and control the account in the event You are not able to be contacted.
Site	This includes areas and fixtures, mechanisms and fittings under Our control, in addition to the Storage Area
Storage Area	The space, either open or in a container in which items are stored.
We/Us/Our	The Facility Operator
You	The person and or Entity executing this Agreement
Your Goods	Any or all the goods owned by You and stored on the Facility. This includes contents of containers, the containers themselves if owned by you, vehicles, boats, caravans, trailers etc.

### STORAGE:

1. You:
  - (a) may store Your Goods in the Storage Area allocated to You, and only in that Storage Area;
  - (b) have knowledge of the Your Goods in the Storage Area and they do not contravene this Agreement;
  - (c) warrant that You are the owner of the Your Goods in the Storage Area, and/or are entitled at law to deal with them in accordance with all aspects of this Agreement.
  
2. We :
  - (a) do not have and will not be deemed to have, specific knowledge of Your Goods stored inside Containers;
  - (b) are not a bailee nor a warehouseman of Your Goods and You acknowledge that We do not take possession of the Your Goods;
  - (c) claim a contractual lien over Your Goods in the event any moneys are owing under the Agreement.

### FEES:

3. On signing this Agreement, and before you may use our services, You must pay to Us:
  - (a) the Storage Fee indicated in this Agreement or the amount notified to You by Us from time to time. The Storage Fee is payable, by period, and it is Your responsibility to make payment directly to Us in advance, and in full, throughout the period of storage. Any Storage Fees paid by direct deposit/direct credit ("EFT/Direct Payment") may not be credited to Your account unless You identify the EFT/Direct

Payment clearly and as reasonably directed by Us. We are indemnified from any claim for enforcement of the Agreement, including the sale or disposal of Your Goods, due to Your failure to correctly identify a Direct Payment;

- (b) A Security and Environment Bond as outlined in the Schedule of Fees. If required, this shall be drawn upon to cover environmental reinstatement (to meet EPA Unauthorised Discharges Regulations Act 2004) and/or loss of keys and/or repairs to the site should You damage any items and/or fail to comply with these Terms and Conditions and/or any other unpaid Fees and/or costs.

The Bond, less any outstanding amounts will be refunded within 30 days of termination of this Agreement provided You have complied with this Agreement.

It will also be used to repay any fees incurred for storage or impounding of Your property if the property is not removed at the end of the rental period.

You further agree that any costs that are in excess of the Bond amount are claimable from You and We may sell any or all of Your property to recover these costs.

- (c) One month's Storage Fee;  
(d) The amount for Access Devices (eg keys and/or smart cards).

4. You are also responsible to pay:

- a) the Cleaning Fee, at Our reasonable discretion;  
b) a Late Payment Fee, as indicated on our web site, which becomes payable each time a payment is late;  
c) any reasonable costs incurred by Us 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 the Default Action costs.

5. You will be responsible for payment of any government taxes or charges (including any Goods and Services Tax) being levied on this Agreement, or any supplies pursuant to this Agreement.

#### **DEFAULT ACTION:**

6)

a) Notwithstanding Clause 23, and subject to Clause 6 (b), You acknowledge that, in the event of the Storage Fee, or any other moneys owing under this Agreement, not being paid in full within 35 calendar days of the due date, We may enter the Storage Area, by force or otherwise, retain the Deposit and/or sell or dispose of any of Your Goods in the Storage Area on such terms that We may determine ("Default Action"). For the purposes of the Personal Property Securities Act 2009, We are deemed to be in possession of Your Goods from the moment We access the Storage Area. You consent to and authorise the sale or disposal of any or all of Your Goods by whatever means are convenient to Us, regardless of their nature or value. We may also require payment of Default Action costs, including any costs associated with accessing Your Storage Area and disposal or sale of the Your Goods. Any excess funds will be returned to You within 6 months of the sale of Your Goods. In the event that You cannot be located, excess funds will be deposited with the Public Trustee or equivalent authority. In the event that You have more than one Storage Area with Us, default on any Storage Area authorises Us to take Default Action against all Storage Areas.

b) We will provide You with Notice that You are in Default at least 14 calendar days before We can take any Default Action. This notice will be sent to the address You have provided and maintained. We will provide You with reasonable time (no more than 14 calendar days) to rectify the Default before any Default Action is taken.

c) If We reasonably believe there may be a health and safety risk to conduct an inventory of Your Goods in the Storage Area, subject to Us providing Notices as outlined in this Agreement, We may dispose of any or all of Your Goods without undertaking an inventory. Further, due to the inherent health and safety risks in relation to undertaking any sale or disposal of Your Goods whereby We must handle Your Goods, We need not open or empty bags or boxes to undertake an inventory or assess the contents therein, and may elect to instead dispose of all bagged and/or boxed items without opening them.

#### **RIGHT TO DUMP:**

7. If, in Our reasonable opinion, Your Goods (in default) are either not saleable, fail to sell when offered for sale, may pose a health risk to staff or the public if handled, or are not of sufficient value to warrant the expense of attempting to sell, We may dispose of any or all of Your Goods in Your Storage Area by any means.

8. Further, upon Termination of the Agreement (Clause 23) by either You or Us, in the event that You fail to remove all of Your Goods from their Storage Area or the Facility We are authorised to dispose of any

or all of Your Goods by any means seven days from the Termination Date, regardless of the nature or value of Your Goods. We will give seven days notice of intended disposal.

9. Any items deemed by Us to be left and/or unattended in common areas or outside Your Storage Area at any time may be sold, disposed, moved or dumped immediately and at the expense and liability of You.

**ACCESS AND CONDITIONS:**

10. You

- (a) enter and use the Facility, Storage Area and Site at Your own risk
  - (b) have the right to access the Storage Area during Access Hours as posted by Us and subject to the terms of this Agreement;
  - (c) will be solely responsible for the securing of the Storage Area and shall so secure the Storage Area at all times when You are not in the Storage Area in a manner reasonably acceptable to Us, and You must also secure the external gates and/or doors of the Facility.
  - (d) must not store any goods that are hazardous, illegal, stolen, inflammable, explosive, environmentally harmful, perishable, living, or that are a risk to the property of any person;
  - (e) must not store items which are irreplaceable, such as currency, jewellery, furs, deeds, paintings, curios, works of art, items of personal sentimental value and/or any items that are worth more than \$2,000AUD in total unless they are itemised and covered by insurance;
  - (f) will use the Storage Area solely for purposes that are agreed with Us.
  - (g) acknowledge that servicing, repairs or maintenance of any kind are prohibited in all areas except as explicitly made available from time to time by Us.
  - (h) will not store any items outside of your storage area and, if using an open bay, will only store the equipment specifically noted in the agreement.
  - (i) must not cause any obstructions to the access of any Storage Areas by other parties.
  - (j) comply with all reasonable directions and requests made by Our authorised officer,
  - (k) must not attach nails, screws etc to any part of the Our Property, must maintain the Storage Area by ensuring it is clean and in a state of good repair, and must not damage or alter the Storage Area without Our consent; in the event of uncleanliness of or damage to the Storage Area or Facility We will be entitled to retain Your Deposit, charge a Cleaning Fee, and/or seek full reimbursement by You to the value of the repairs and/or cleaning;
  - (l) cannot assign this Agreement;
  - (h) must give Notice of the change of address, phone numbers or email address of You or the Proxy within 48 hours of any change;
  - (i) grant Us entitlement to discuss any default by you and any information regarding You with the Proxy registered on the front of this Agreement. Further, where We reasonably believe that You are unwilling or unable to remove Your Goods from the Storage Area upon termination or default of the Agreement, despite reasonable notice under these terms, We may allow the Proxy to remove Your Goods on such terms as agreed between Us and the Proxy without the need for further consent from You.
  - (j) are solely responsible for determining whether the Storage Area is appropriate and suitable for storing Your Goods, having specific consideration for the size, nature and condition of the Storage Area and Your Goods.
  - (k) must ensure Your Goods are free of food scraps and are not damp when placed into storage.
11. In addition to clause 6, We have the right to refuse access to the Storage Area and/or the Facility where any moneys are owing by You to Us where a demand or notice relating to payment of such monies has been made.
12. We will not be liable for any direct or consequential loss or damaged suffered by You resulting from any inability to access the Facility or the Storage Area.
13. We reserve the right to relocate Your Storage Area to another position in the Facility under certain circumstances, including but not limited to unforeseen extraordinary events or redevelopment of the Facility.
14. We may dispose of Your Goods in the event that Your Goods are damaged due to fire, flood or other event that has rendered Your Goods, in Our reasonable opinion, to be severely damaged, or dangerous to the Facility, any persons, or other Users and/or their goods. Where practicable, We will

provide You with reasonable Notice and an opportunity to review Your Goods before Your Goods are disposed of. You will be responsible for the cost of such actions.

15. You acknowledge that You have raised with Us all queries relevant to Your decision to enter this Agreement and that We have, prior to You entering into this Agreement, answered all such queries to Your satisfaction. You further acknowledge that any matters resulting from such queries have, to the extent required by You and agreed to by Us, been reduced to writing and incorporated into the terms of this Agreement.
- 15A You are responsible (and must pay) for all loss or damage caused by a third party who enters the Storage Area or the Facility at the request, direction, or as facilitated by You (including provision of gate key or swipe card).

**RISK AND RESPONSIBILITY:**

16. Our services come with non-excludable guarantees under consumer protection law, including that they will be provided with due care and skill. Otherwise, to the extent permitted by law, Your Goods are stored at Your sole risk and responsibility and You shall be responsible for any and all theft, damage to, and deterioration of Your Goods, and shall bear the risk of any and all damage caused by flood or fire or leakage or overflow of water, mildew, mould, heat, spillage of material from any other space, removal or delivery of Your Goods, pest or vermin or any other reason whatsoever.
17. Where loss, damage or injury is caused by the You, Your actions or Your Goods, You agree to indemnify and keep indemnified Us from all claims for any loss of or damage to the property of, or personal injury to or death of You, the Facility, Us or third parties resulting from or incidental to the use of the Storage Area by You, including but not limited to the storage of Your Goods in the Storage Area, Your Goods themselves and/or accessing the Facility.
18. Certain laws may apply to the storage of goods including criminal, bankruptcy, liquidation and others. You acknowledge and agree to comply with all relevant laws, including Acts and Ordinances, Regulations, By-laws, and Orders, as are or may be applicable to the use of the Storage Area. This includes laws relating to the material which is stored, and the manner in which it is stored. Such liability and responsibility rests with You, and includes any and all costs resulting from such a breach.
19. If We reasonably believe that You are not complying with any relevant laws We may take any action as We reasonably believe to be necessary, including the action outlined in Clauses 21 & 23, contacting, cooperating with and/or submitting Your Goods to the relevant authorities, and/or immediately disposing of or removing Your Goods at the Your expense, including where in Our reasonable opinion You are engaging in illegal activity in relation to the storage of Your Goods. No failure or delay by Us to exercise Our rights under this Agreement will operate to waive those rights.

**INSPECTION AND ENTRY BY THE US:**

20. Subject to Clause 21 You consent to inspection and entry of the Storage Area by Us provided that We give 7 days Notice.
21. In the event of an emergency, that is where obliged to do so by law or in the event that property, the environment or human life is, in Our considered opinion, endangered, We may enter the Storage Area using all necessary force without Your consent, but We shall thereafter notify You as soon as practicable. You consent to such entry.
22. You agree that in circumstances where We reasonably suspect a breach of the law or damage to the facility, We may use devices to view the inside of the Storage Area and any footage obtained which evidences a breach of the Agreement or the law may be relied upon by Us to take any action authorised under this Agreement, including terminating the Agreement and/or cooperating with law enforcement agencies and other authorities.

**NOTICE:**

22. Notice will usually be given by email, SMS or other comparable electronic means, or otherwise will be left at, or posted to, the address provided by You. In relation to the giving of Notice by You to Us, Notice must be in writing and actually be received to be valid, and We may specify a required method. In the event of not being able to contact You, Notice is deemed to have been given to You by

Us if We have sent Notice to the last notified address or have sent Notice via any other contact method, including email, SMS or other comparable electronic means to You or your Proxy without any electronic 'bounce back' or similar notification. In the event that there is more than one of You, Notice to or by any single person or entity of the party to this Agreement is agreed to be sufficient for the purposes of any Notice requirement under this Agreement .

#### **TERMINATION:**

23. Once the initial fixed period of storage has ended, either party may terminate this Agreement by giving the other party Notice of the Termination Date in accordance with period indicated on the front of this Agreement. In the event of any activities reasonably considered by Us to be illegal or environmentally harmful on the part of You, We may immediately terminate the Agreement without Notice. We are entitled to retain or charge apportioned storage fees if less than the requisite Notice is given by You. You must remove all of Your Goods in the Storage Area before the close of business on the Termination Date and leave the Storage Area in a clean condition and in a good state of repair to Our satisfaction. In the event that Your Goods are left in the Storage Area after the Termination Date, clause 8 will apply. You must leave the Access Device with us and pay any outstanding Storage Fees and any expenses on default or any other moneys owed to Us up to the Termination Date, or clauses 6, 7 or 8 may apply. Any calculation of the outstanding fees will be by Us. If We enter the Storage Area for any reason and there are none of Your Goods stored therein, We may terminate the Agreement without giving prior Notice, but We will send Notice to You within 7 days.

#### **LIABILITY NOT TERMINATED**

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

#### **SEVERANCE:**

25. If any of these conditions are illegal or unenforceable, the offending part/s are to be struck and the remaining conditions will remain in force.

#### **ENFORCEMENT OF AGREEMENT**

26. Non enforcement of any part of the Agreement does not void their validity and they may be enforced at any later time.

#### **SURVEILLANCE**

27. You understand and accept that the Facility Operator may use electronic surveillance at the Facility. You acknowledge and accept that Your privacy rights are not infringed by such surveillance. You also agree that the lighting and surveillance equipment may not be available for whatever reason and that this would not constitute a breach in the terms and conditions of this agreement. You hereby indemnify the Facility Operator against any loss or damage, direct, indirect or consequential, that may result from such surveillance inoperability.