

TERMS AND CONDITIONS OF STORAGE

WHAT THIS DOCUMENT DOES

This document applies to all States and Territories across Australia. Please read the whole document.

This document sets out the terms and conditions of storage (“**Terms and Conditions**”) of your goods (“**Goods**”) in a container (“**Container**”) made available by United Rentals Australia Pty Ltd ABN 38 069 244 417 (“**UR**”) at UR’s facility, as set out in your quote attached to these Terms and Conditions or which has otherwise been provided to you (“**Quote**”) (collectively, the “**Agreement**”).

You (the “**Storer**”) enter into this Agreement by signing or otherwise authorising or accepting the Quote in accordance with the process set out in the Quote.

In the event of any inconsistency between these Terms and Conditions and the Quote, these Terms and Conditions take precedence to the extent of the inconsistency except where the Quote contains special conditions, in which case those special conditions will take precedence to the extent of the inconsistency.

STORAGE:

1. The Storer:

- (a) may store the Goods in the Container made available by UR and only in that Container;
- (b) is deemed to have knowledge of the Goods and their nature;
- (c) warrants that they are the owner of the Goods, and/or are entitled at law to deal with them in accordance with all aspects of this Agreement;
- (d) acknowledges that this Agreement does not grant the Storer a lease of the Container;
- (e) will not allow any “**Security Interest**”, as defined in the *Personal Property Securities Act 2009* (Cth) (the “**PPSA**”), to exist over the Container, the Storer’s rights under this Agreement or any Goods stored in the Container;
- (f) will, if the Storer is in breach of clause 1(e), remove or procure the removal of any such Security Interest from the “**PPSR Register**” (as defined in the PPSA), and any Goods stored in the Container, immediately on request by UR;
- (g) acknowledges that UR may grant a Security Interest over the Container without notice to the Storer;
- (h) notwithstanding clause 1(f), acknowledges nothing in this Agreement may be construed to infer the Storer has a Security Interest over the Container or any Goods that UR takes possession of in accordance with this Agreement; and
- (i) must comply with all time limits set out in this Agreement.

2. UR:

- (a) does not have and will not be deemed to have, knowledge of the nature of the Goods;
- (b) is not a bailee nor a warehouseman of the Goods and the Storer acknowledges that UR does not take possession of the Goods except in the circumstances set out in this Agreement; and
- (c) The Storer agrees that nothing in this Agreement creates a Security Interest in favour the Storer.

3. Notwithstanding clause 2(c), the Storer may not encumber or grant any interest or right over the Container or the Goods which would at any time prevent, restrict or delay the registration or perfection of any

interest in or dealing (including any Security Interest under the PPSA) with the Container or the Goods by UR.

PAYMENT:

4. The Storer must pay:

- (a) the deposit, as set out in the Quote, in advance and prior to storing the Goods in the Container;
- (b) the “**Storage Fee**”, being the monthly amount set out in the Quote. The Storage Fee is payable each month, in advance, upon receipt of an invoice from UR and it is the Storer’s responsibility to see that payment is made directly to UR in full throughout the period of storage;
- (c) a cleaning fee, as determined and notified to the Storer in accordance with clause 42 if UR determines the Container requires cleaning;
- (d) UR’s actual costs of any reasonable repair of damage to the Container caused by the Storer or its agents; and
- (e) any reasonable costs incurred by UR 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. UR may increase the Storage Fee any time after expiry of the initial fixed period of storage. UR will give the Storer 30 days’ notice of any increase. If the Storer does not agree to pay the increased fee, the Storer may terminate this Agreement on and from the date of the proposed increase.

6. Any Storage Fees paid by direct deposit/direct credit will not be credited to the Storer’s account unless the Storer identifies the deposit clearly and as directed by UR.

7. UR is indemnified from any claim for enforcement of this Agreement due to the Storer’s failure to identify a deposit.

8. The Storer 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. UR reserves the right to add a credit card surcharge reflecting its actual costs of offering payment by credit card. UR accepts Visa, Mastercard and American Express payments.

9. UR has a lien over the Goods in the Container until UR receives payment in full of any amounts owed under this Agreement. Subject to the terms of this Agreement, if UR does not receive full payment of any sum payable under this Agreement, UR may take any action set out in clauses 12 to 20 as it deems appropriate.

DEFAULT:

10. The Storer acknowledges that, in the event of the Storage Fee, or any other moneys owing under this Agreement, not being paid in full within 42 days of the due date, UR may issue a notice stating the amounts owed must be paid within 14 days. If the Storer does not pay within 14 days, the Storer is in “**Default**” and UR may terminate the Agreement in accordance with clause 39.

UNCOLLECTED GOODS:

11. This Agreement is taken to be the full agreement between the parties to the exclusion of any uncollected goods legislation to the extent permitted by law. If the Container is in Queensland or South Australia, clauses 12 to 18 do not apply and the additional provisions in Annexure A apply.
12. If this Agreement is terminated and any Goods have not been collected as required by clause 41:

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- (a) the Goods are deemed to be “**Uncollected Goods**” for the purposes of this Agreement from the date this Agreement is terminated; and
- (b) UR will issue a notice to the Storer requesting that the Storer collect and remove the Uncollected Goods from UR’s facility within 30 days, or any such longer period notified by UR to the Storer;
- 13.** If the Storer does not collect and remove the Uncollected Goods from UR’s facility as requested under clause 12(b), title in the Uncollected Goods passes to UR and UR may enter the Container, by force or otherwise, to dispose of any Uncollected Goods by any method including sale, appropriation, dumping or destruction at UR’s discretion.
- 14.** For the purposes of the PPSA, UR is deemed to be in possession of the Goods and/or the Container from the moment UR accesses the Container in accordance with clause 13.
- 15.** The Storer consents to and authorises the disposal of all Goods regardless of their nature or value. If Uncollected Goods are sold, UR does not guarantee that a fair price for the Uncollected Goods will be obtained.
- 16.** If the Uncollected Goods include a motor vehicle, UR will conduct or obtain any checks, searches or certificates required by law prior to sale of the vehicle, including reports to the Commissioner of Police and PPSR searches.
- 17.** UR is entitled to recover costs associated with overdue storage and disposal of Uncollected Goods, including:
- (a) costs for any storage, carriage, maintenance or insurance of the Uncollected Goods or for any repairs, cleaning, treatment or other work done in connection with the Uncollected Goods incurred by UR during the period between termination of the Agreement and the date when the Uncollected Goods are disposed of by UR; and
- (b) if the Uncollected Goods are sold under clause 13, any deficiency between the proceeds of the sale and the relevant charge and disposal costs, in which case UR may recover, through any lawful means, the deficiency from the Storer as a debt owed to UR.
- 18.** Without limiting clause 17(b), if Uncollected Goods are sold by UR, it may retain an amount from the proceeds of sale equivalent to the amount of fees and any costs owed by the Storer to UR under this Agreement. If there is any excess of the proceeds of sale after the deduction of these amounts, UR will issue a notice to the Storer of the amount of funds with details of how the Storer can access these funds. If the Storer does not respond to this notice within 6 months, the Storer forfeits any right to the funds and UR is entitled to the excess of the proceeds of sale to the extent permitted by law.
- 19.** Nothing in clauses 12 to 18 affects the amounts owed to UR by the Storer, and the Storer acknowledges that UR may enforce its right to payment by any lawful method at its sole discretion, despite any disposal of Uncollected Goods under clauses 12 to 18.
- 20.** Any items left unattended in common areas or outside the Container at any time may at UR’s discretion be sold, disposed, moved or dumped immediately and at the expense and liability of the Storer.
- (b) must not store any Goods that are hazardous, illegal, stolen, inflammable, explosive, environmentally harmful, living, perishable or that are a risk to the property of any person;
- (c) must ensure that any Goods stored in the container are free of any vermin or pests and are not damp when stored in the Container;
- (d) must not store:
- i. currency;
- ii. items of significant value, such as jewellery, furs, paintings, curios or works of art;
- iii. items of personal sentimental value; or
- iv. items that are irreplaceable or otherwise uninsurable;
- (e) must use the Container solely for the purpose of storage and must not carry on any business, illegal activity or other activity in the Container, including residing or dwelling in the Container;
- (f) must not physically alter the Container in any way (including, without limitation paint, drill or attach nails, screws or any fittings or fixtures to any part of the Container);
- (g) must maintain the Container by ensuring it is clean and in a state of good repair and must not damage or alter the Container without UR’s consent. If the Storer or any person authorised by the Storer causes damage to the facility or the Container, it must immediately notify UR of the damage and must reimburse UR for the reasonable costs which UR fairly determines are required to repair the damage to the Container or the facility ;
- (h) must; and
- (i) must not allow a third party to store any goods in the Container.

ACCESS TO CONTAINER / UR FACILITY:

- 21.** The Storer may access the UR facility during office hours between 8am and 5.30pm as well as any additional access hours as notified by UR and subject to the terms of this Agreement.
- 23.** UR may refuse access to the Container and/or the UR facility by the Storer where the Storer is in Default.
- 24.** The Storer acknowledges that health and safety at the UR facility is an important issue and:
- (a) acknowledges, despite clause 22, UR may temporarily close the UR facility and refuse access to the Storer if required to prevent any actual or potential health and safety risk or hazard at the UR facility;
- (b) before being given access to the Container, the Storer must complete and ensure that persons under their control who wish to access the Container complete, the UR induction process covering health and safety procedures to be followed at the UR facility;
- (c) while at the UR facility the Storer must follow, and ensure that persons under their control follow, all health and safety procedures as notified by UR and all applicable laws; and
- (d) the Storer must immediately notify UR if they identify any actual or potential health and safety risk or hazard at the UR facility or any notifiable events which occur at the UR facility.
- 25.** The Storer acknowledges that access to the UR facility is at the Storer’s risk, to the fullest extent legally permissible.
- 26.** UR is not liable for any loss or damages suffered by the Storer resulting from an inability to access the UR facility or the Container in circumstances where UR has taken action as required by law or contemplated by this Agreement.

REQUIREMENTS FOR STORAGE:

- 21.** The Storer:
- (a) is solely responsible for securing the Container and must so secure the Container at all times when the Storer is not in the Container in a manner reasonably acceptable to UR. Where the Storer has selected to store the Container at a UR facility, it must secure the external gates and/or doors of the UR facility if instructed by UR to do so. The Storer is not permitted to apply a padlock to the Container in UR’s

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27. UR reserves the right to relocate the Storer to another similar container or facility provided that UR would give the Storer reasonable advanced notice of any proposed relocation and details of the proposed Container or UR Facility (as applicable). If the Storer does not agree to the proposed relocation, the Storer may terminate this agreement by giving no less than [14] days written notice to UR, in which case the terms of 41 and 42 will apply.
28. If the Goods are damaged due to fire, flood or other event (**Event**) that has rendered the Goods, in the reasonable opinion of UR, severely damaged, of no commercial value, or dangerous to the UR facility, any persons, or other storers and/or their goods: (a) UR will notify the Storer of the Event; (b) the Storer may, within 14 days of receiving such a notice of the Event, collect the damaged Goods; and (c) if the Storer does not collect the damaged Goods within the 14 day period, UR may dispose of the Goods after providing a further reasonable notice period to the Storer to review and collect the Goods before they are disposed of by UR.
- (e) UR either refusing the Storer access to the Container or terminating this Agreement in accordance with this Agreement; or
- (f) loss of or damage to any property (including UR's property) or death of or injury to any person caused or contributed to by:
- the Storer's Goods;
 - the Storer or any person accessing the Container with the Storer's authority or consent;
 - the Storer's use of the Container or any other person authorised by the Storer;
 - UR or any of its contractors, agents, or employees in exercising any other right or power pursuant to this Agreement,
- except to the extent the loss, damage or liability was caused by the breach of this Agreement or negligence of UR.
33. The Storer is responsible for (and will pay for) any loss or damage caused by a third party who enters the Container or the UR facility at the request or direction of the Storer.

RISK AND RESPONSIBILITY:

29. To the extent permitted by law, UR is not responsible for, and the Storer is solely responsible for determining whether the Container is appropriate and suitable for storing the Goods. UR does not represent or warrant that the Container is suitable or fit for the purpose of storing all types of goods or any particular types of goods. The Storer must, taking into account the terms of clause 30 below, make its own determination as to whether the Container is appropriate and suitable for storing the Goods.
30. To the extent permitted by law, the Goods are stored at the sole risk and responsibility of the Storer including in relation to the risk of physical loss of the Goods and/or damage to, and destruction or deterioration of the Goods due to flood, lightning, storm, earthquake, fire or leakage or overflow of water, rust, corrosion, mildew, moisture ingress, mould, heat, spillage of material from any other space, removal or delivery of the Goods, pest or vermin, burglary or theft by forcible entry into the Container or any circumstances beyond the reasonable control of UR.
31. Subject to clause 45 and solely to the extent that the relevant loss, damage or injury is caused by a breach of this Agreement by the Storer, the Storer's negligence or the Goods themselves, the Storer agrees to indemnify and keep indemnified UR from all claims for any loss of or damage to the property of, or personal injury to or death of the Storer, the UR facility, UR or third parties, resulting from or incidental to the use of the Container by the Storer, including but not limited to the storage of the Goods in the Container, the Goods themselves and/or accessing the UR facility.
32. To the extent permitted by law and without limiting clause 45, the Storer, at all times (and despite any earlier termination of this Agreement):
- releases UR (and its employees, contractors and agents) from; and
 - indemnifies UR (and its employees, contractors and agents) against,
- any costs, expenses, loss, damages, claims, action or liability, to the extent it is arising (including whether in contract, tort under statute or otherwise) from or in connection with:
- loss of or damage to Goods;
 - damage to any device used by the Storer to secure the Container resulting from UR accessing the Container in accordance with this Agreement;
34. The parties agree to comply with all relevant laws, applicable to the use of the Container. This includes laws relating to the Goods which are stored, and the manner in which they are stored.
35. If UR reasonably believes that the Storer is not complying with any relevant laws, UR may take any action UR reasonably believes to be necessary, including contacting, cooperating with and/or submitting Goods to the relevant authorities, and/or immediately disposing of or removing the Goods at the Storer's expense, including where, in UR's reasonable opinion, the Storer is engaging in illegal activity in relation to the storage of the Goods.
36. **INSPECTION AND ENTRY BY UR:** Subject to clauses 35 and 37, the Storer consents to inspection and entry of the Container by UR provided that UR gives at least 7 days prior written notice.
37. In the event that UR is obliged to do so by law or in the event that property, safety, the environment or human life is, in the reasonable opinion of UR, threatened or at risk, UR may enter the Container using all necessary force without the consent of the Storer and in this event if it considers it necessary, UR may immediately (and without notice to the Storer) take any action considered by UR to be necessary to access, inspect or service the Container or the Goods and, if necessary to avoid the potential harm, UR may remove and dispose of the Goods and the cost of UR in so doing will be reimbursed by the Storer to UR on demand by UR. UR must thereafter notify the Storer as soon as practicable.

TERMINATION:

38. Once the initial fixed period of storage (the "Initial Term") has ended, either party may terminate this Agreement by giving the other party 30 days' notice of termination.
39. In the event of:
- Default (as defined in clause 10);
 - illegal or environmentally harmful activities on the part of the Storer that take place in or around the Container or at the UR facility; or
 - any material breach of this Agreement by the Storer, other than Default, where the Storer does not remedy the same (if capable of remedy) within 5 calendar days of being notified of such breach,
- UR may immediately terminate this Agreement by written notice to the Storer.

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40. If the Storer wishes to terminate this Agreement before the Initial Term has ended, UR is entitled to retain or charge apportioned Storage Fees.
41. **CONSEQUENCES OF TERMINATION AND EXPIRY:** Upon termination or expiry of this Agreement for any reason, the Storer must:
- remove all Goods and leave the Container in a clean condition and good state of repair:
 - within 7 days of receiving a termination notice if the Agreement is being terminated immediately pursuant to clause 39; and
 - in all other circumstances, before the close of business on the termination date.
- If Goods are left in the Container after the expiry or termination date, clauses 12 to 18 will apply to those Goods as if they were Uncollected Goods; and
- pay any outstanding Storage Fees and any expenses on default or any other moneys owed to UR up to the termination date. Any calculation of the outstanding fees will be by UR, acting reasonably and in accordance with these Terms.
42. Upon the expiry or termination of this Agreement for any reason, UR may:
- enter and inspect the Container to determine its condition and state of repair; and
 - require the Storer to pay any cleaning fees or charges reasonably incurred by UR to clean the Container so as to return it to the state of cleanliness it was in at the start of the Storage Term.
43. Termination or expiry of this Agreement will not affect the accrued rights and remedies of the parties prior to termination or suspension.
- SEVERANCE:**
44. 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 will be severed or read down, but so as to maintain (as far as possible) all other terms of this Agreement.
- LIABILITY:**
45. Nothing in this Agreement excludes, restricts or modifies any condition, guarantee or warranty that applies in respect of this Agreement by operation of the *Competition and Consumer Act 2010* (Cth) (including the Australian Consumer Law) or any other consumer protection legislation and which cannot be lawfully excluded, restricted or modified. To the extent permitted by law, where such a condition, guarantee or warranty applies to the supply of goods or services under this Agreement and UR fails to comply with the relevant condition, guarantee or warranty, UR's liability is limited to:
- for a supply of goods:
 - the replacement of the goods or the supply of equivalent goods;
 - the repair of the goods;
 - the payment of the cost of replacing the goods or of acquiring equivalent goods; or
 - the payment of the cost of having the goods repaired; and
 - for a supply of services:
 - the supplying of the services again; or
 - the payment of the cost of having the services supplied again.
46. Subject to clause 45, UR is not liable for any indirect, economic, special or consequential loss or damage of any nature whatsoever that the Storer may suffer or incur from or in connection with the storage of the Goods, use of the Container or this Agreement.
47. Subject to clause 45, UR's total liability to the Storer (whether in contract, negligence, breach of statutory duty or otherwise) for any loss or damage suffered or incurred by the Storer or in respect of any claims brought under or in connection with this Agreement by the Storer is limited to the total Storage Fees paid to UR under this Agreement.
- NOTICE:**
48. Notices under this Agreement will be sent electronically, by text message or email to Storer using the details provided by the Storer.
49. Notice is deemed to have been given to the Storer by UR if emailed or sent via text message to the details provided by the Storer pursuant to clause 48, on the date recorded on the device from which UR sent the email or text message, unless UR receives an automated message that the email has not been delivered..
- STORER'S CONTAINER:**
50. If approved by UR, the Storer may supply their own container instead of using a UR container and in this situation, the term "Goods" will be deemed to include the Storer's container so that the rights of UR in relation to the Goods will also extend to the Storer's container.
- GENERAL:**
51. The Storer:
- agrees that the Agreement constitutes the whole contract with UR and supersedes all prior written understandings, communications or agreements (including any terms and conditions imposed by the Storer) not specifically incorporated herein, except that it does not exclude a party's liability for prior false, misleading or deceptive statements or misrepresentations, whether oral or written; and
 - acknowledges that it has raised all queries relevant to its decision to enter this Agreement with UR and that UR has, prior to the Storer entering into this Agreement, answered all such queries to the satisfaction of the Storer. The Storer acknowledges that any matters resulting from such queries have, to the extent required by the Storer and agreed to by UR, been reduced to writing and incorporated into the terms of this Agreement.
52. No failure to exercise or delay in exercising any right, power or remedy under this Agreement by the Storer or UR will operate as a waiver.
53. Neither party may assign this Agreement other than with the prior written consent of the other party, such consent not to be unreasonably withheld or delayed.

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ANNEXURE A – Uncollected Goods provisions for Queensland and South Australia

I. Queensland

If this Agreement is terminated and any Goods have not been collected as required by clause 41:

- (b) for all items other than motor vehicles, and for the purposes of the *Storage Liens Act 1973* (Qld):
- i. The Goods are deemed to be “**Uncollected Goods**” from the date this Agreement is terminated;
 - ii. UR is entitled to hold Uncollected Goods until the Storer pays any fees owing under this Agreement;
 - iii. After six months, UR is entitled to issue a notice for the purposes of s 6 of the *Storage Liens Act 1973* (Qld); and
 - (A) advertise the Uncollected Goods for sale by public auction 30 days after the notice; and
 - (B) sell the Uncollected Goods by public auction 28 days after the advertisement, to satisfy any amounts owing under this Agreement; and
- (c) for motor vehicles as defined under, and regulated by the *Disposal of Uncollected Goods Act 1967* (Qld):
- i. The motor vehicle is deemed to be “**Uncollected Goods**” from the date this Agreement is terminated;
 - ii. From the date of termination, UR is entitled to issue a notice in form required by sections 6(2) and 19 of the *Disposal of Uncollected Goods Act 1967* (Qld) that the motor vehicle is ready for redelivery, and will be sold if fees are not paid within six months; and
 - iii. Following the expiration of six months:
 - (A) where the fees owing under this Agreement do not exceed \$110, UR is entitled to give 28 days’ notice that it intends to sell the motor vehicle by public auction; or
 - (B) where the fees owing under this Agreement exceed \$110, UR is entitled to give 28 days’ notice that it intends to apply for an order to sell the motor vehicle under part 3 of the *Disposal of Uncollected Goods Act 1967* (Qld), and
 - (C) in respect of both (A) and (B) of this clause, one month prior to any sale, UR will notify the Commissioner of Police and obtain the certificate required by section 19 of the *Disposal of Uncollected Goods Act 1967* (Qld).
- (d) Notwithstanding UR’s right to sell Uncollected Goods under clauses I(b) and I(c) above, if a Container contains Uncollected Goods at any time after the termination date, UR may enter the Container, by force or otherwise to identify the Uncollected Goods.
- (e) For the purposes of the PPSA, UR is deemed to be in possession of the Goods and/or the Container from the moment UR accesses the Container.
- (f) The Storer consents to and authorises the disposal of all Goods regardless of their nature or value. If Uncollected Goods are sold, UR does not guarantee or represent that a fair price for the Uncollected Goods will be obtained.
- (g) UR is entitled to recover costs associated with overdue storage and disposal of Uncollected Goods, including:
- i. costs for any carriage and storage of the Uncollected Goods or for any repairs, cleaning, treatment or other work done in connection with the Uncollected Goods;

- ii. costs for any storage, maintenance or insurance of the Uncollected Goods incurred by UR during the period between termination of the Agreement and the date when the Uncollected Goods are disposed of by UR; and
 - iii. if the Uncollected Goods are sold under clause I(a)i(B) or I(c)iii, any deficiency between the proceeds of the sale and the relevant charge and disposal costs, in which case UR may recover, through any lawful means, the deficiency from the Storer as a debt owed to UR.
- (h) If Uncollected Goods are sold, UR is entitled to retain any fees owing under this Agreement and recover any of the costs listed at clause I(g) from the proceeds of sale. If there is any excess of the proceeds of sale after the deduction of these amounts, UR will issue a notice to the Storer of the amount of funds with details of how the Storer can access these funds (for the purposes of *Storage Liens Act 1973* (Qld) s 15(a)). If the Storer does not respond to this notice within 28 days (or 14 days in relation to a motor vehicle), UR will pay the funds to the public trustee as required by the *Storage Liens Act 1973* (Qld) (and *Uncollected Goods Act 1967* (Qld) for motor vehicles).
- (i) Nothing in this clause affects the amounts owed to UR by the Storer, and the Storer acknowledges that UR may enforce its right to payment by any lawful method at its sole discretion, despite any disposal of Uncollected Goods as described in this clause.
- (j) If UR considers the value of any Uncollected Goods is insufficient to warrant a sale, UR may, in its sole discretion elect to:
- i. deliver the Uncollected Goods to the last known address of the Storer; or
 - ii. dispose of the Uncollected Goods by dumping or destruction following prior written notice to the Storer on the basis that the Storer has abandoned the Uncollected Goods.

II. South Australia

If this Agreement is terminated and any Goods have not been collected as required by clause 41, for the purposes of the *Unclaimed Goods Act 1987* (SA) and the *Warehouse Liens and Storage Act 1990* (SA):

- (a) The Goods are deemed to be “**Uncollected Goods**” from the date this Agreement is terminated;
- (b) UR will issue a notice to the Storer requesting that the Storer collect the Uncollected Goods within 30 days, or any such period notified by UR to the Storer.
- (c) After 30 days, UR may enter the Container, by force or otherwise, to remove any Uncollected Goods.
- (d) After three months, UR may dispose of the Uncollected Goods by methods including sale, appropriation, dumping or destruction as allowed by the *Unclaimed Goods Act 1987* (SA) at UR’s discretion.
- (e) If fees are owed by the Storer and remain unpaid for six months, UR is entitled to sell the Uncollected Goods at public auction in accordance with the *Warehouse Liens and Storage Act 1990* (SA) by providing the Storer with one months’ notice.
- (f) For the purposes of the PPSA, UR is deemed to be in possession of the Goods and/or the Container from the moment UR accesses the Container.
- (g) The Storer consents to and authorises the disposal of all Goods regardless of their nature or value. If Uncollected Goods are sold, UR does not guarantee or represent that a fair price for the Uncollected Goods will be obtained.

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- (h) UR is entitled to recover costs associated with overdue storage and disposal of Uncollected Goods, including:
- i. costs for any carriage and storage of the Uncollected Goods or for any repairs, cleaning, treatment or other work done in connection with the Uncollected Goods;
 - ii. costs for any storage, maintenance or insurance of the Uncollected Goods, incurred by UR during the period between termination of the Agreement and the date when the Uncollected Goods are disposed of by UR; and
 - iii. if the Uncollected Goods are sold under clause II(d), any deficiency between the proceeds of the sale and the relevant charge and disposal costs, in which case UR may recover, through any lawful means, the deficiency from the Storer as a debt owed to UR.
- (i) If Uncollected Goods are sold, UR is entitled to retain any fees owing under this Agreement and recover any of the costs listed at II(h) from the proceeds of sale. If there is any excess of the proceeds of sale after the deduction of these amounts, UR will pay balance to the Treasurer as required by the *Unclaimed Goods Act 1987 (SA)*. If the Uncollected Goods are sold in accordance with the *Warehouse Liens and Storage Act 1990 (SA)*, the Storer is entitled to make a written claim to UR for the excess within 10 days of the sale, otherwise, the excess will be paid to the Treasurer as required by that Act.
- (j) Nothing in this clause affects the amounts owed to UR by the Storer, and the Storer acknowledges that UR may enforce its right to payment by any lawful method at its sole discretion, despite any disposal of Uncollected Goods as described in this clause.

FOR NSW CUSTOMERS – Disclosure under Fair Trading Act 1987 NSW. Please note that to the extent permitted by law, these terms and conditions:

- provide where we hire containers to you, we are not responsible for theft, loss, deterioration, damage or loss of stored goods or goods in hired containers, including due to leaks or mechanical breakdown.
 - provide that you should inspect goods we supply prior to or on delivery as you will be deemed to have inspected and accepted them in that state.
 - provide that you are liable for loss of or damage to goods we hire to you. Note that 'damage waiver' where it applies does not cover the case of goods lost, stolen, destroyed or not returned to us.
 - allow us to apply fees for late payment of amounts you owe, and if you default, to sell property in the containers to pay such amounts, or which is uncollected.
 - exclude all warranties and guarantees we don't expressly give in writing. Where permitted, we limit our liability for consumer guarantees to supplying the relevant goods or services again or the cost of doing so. We also exclude our liability for indirect or consequential loss.
- Please refer to the terms and conditions above for more detail. Subject to our privacy policy (available on our website) our terms also permit us to provide, to a third party, data about you in a form that may enable the third party to identify you.