

TERMS AND CONDITIONS

Your use of the Mulpha Sanctuary Cove Storage Facility (“Storage Facility”) owned by Mulpha Sanctuary Cove (Developments) Pty Ltd ACN 20 098 660 318 (“we”, “our”, “us”, or “Mulpha”) is subject to:

- these terms and conditions;
- our Rental Application Form;
- any other terms, conditions, notices or disclaimers displayed on our website (collectively “Terms and Conditions”).

By signing the Rental Application Form and using the Storage Facility, you accept that a contract is formed between us and you are deemed to accept these Terms and Conditions and agree to be bound by them.

1. Definitions and Interpretation

“Access Token” means any form of access card or identification device issued by us and/or used by you to enable you to have access to the Storage Facility;

“Agreement” means this Agreement constituted by these Terms and Conditions and the Rental Application Form as varied from time to time during the term of this Agreement;

“Operator” means Mulpha Sanctuary Cove (Developments) Pty Ltd ACN 20 098 660 318 and its successors and assigns;

“Other Fee” means any other fee that the Operator determines it needs to impose to recover operational costs (both internal and external) and that are advised to You in writing;

“Premises” means the premises owned or controlled by the Operator, including the land, buildings and any other structure on the land, at which Your Goods are located;

“Processing Fee” means a fee to cover the administrative or other costs incurred if the Operator issues a notice pursuant to a right under this Agreement;

“Rental Application Form” means the form required to be filled out by you in order to be approved for a Storage Space;

“Rental Payment” means the fee (including GST) collected by us for Your use of a Storage Space in the Storage Facility;

“Renter” means the person named in the Rental Agreement;

“Storage Period” means the period specified in your Rental Application Form or any further period agreed to by us in writing;

“we”, “us”, “our”, “Mulpha” means Mulpha Sanctuary Cove (Developments) Pty Ltd ACN 20 098 660 318;

Website means our website at www.sanctuarycovestorage.com.au;

“You” “you” “your” and “Your” refers to the person named as the Renter in the Rental Application and their successors and assigns; and if there is more than one, it refers to each severally and any two or more jointly;

“Your Goods” means any item or thing which You bring onto the Premises or which is kept in Your Storage Space;

“Your Storage Space” means the storage area within the Storage Facility allocated to you in accordance with this Agreement.

2. Changes to the Terms and Conditions

- 2.1. We may change these Terms and Conditions from time to time by publishing an updated version on our website, or, by displaying an updated version at the entrance to the Storage Facility. By continuing to use the Storage Facility, you are deemed to have accepted the updated Terms and Conditions and agree to be bound by them.

3. Storage

- 3.1. Subject to clause 3.2, the Operator gives You a licence to store Your Goods in Your Storage Space, in accordance with this Agreement, during the Storage Period and after then, on a month to month basis until terminated by either party in accordance with this Agreement or any further period agreed to in writing by the parties.
- 3.2. The Operator may, at any time, relocate Your Storage Space by giving notice to You in writing.

4. Risk and Responsibility for Your Goods

- 4.1. At all times (including while Your Goods are in Your Storage Space) Your Goods are:
 - (a) in Your (and not the Operator’s) control and you are solely responsible for them. The Operator is merely providing a space for you to store Your Goods within Your Storage Space (which you acknowledge is not covered or roofed);
 - (b) within Your (and not the Operator’s) knowledge. Whilst the Operator has rights under this Agreement to access and inspect Your Storage Space or deal with Your Goods in certain circumstances, it otherwise never inventories Your Goods;
 - (c) at Your sole risk. Unless the Operator exercises a right under this Agreement contrary to the terms of this Agreement, the use of Your Storage Space and the storage of Your Goods is at your sole risk.

5. Operator's Knowledge and no Bailment

- 5.1. You acknowledge and agree that the Operator is not a bailee of Your Goods nor does the Operator have possession of Your Goods at any time. You also warrant that You are either the owner of or control the Goods, and/or are entitled at law to deal with them in accordance with all aspects of this Agreement.

6. Payment

- 6.1. Where a Rental Payment applies as set out in the Rental Application Form, you must pay the amount listed in the Rental Application Form in advance.
- 6.2. You agree to pay the Operator the first Rental Payment at the time of signing this Agreement.
- 6.3. You may not use the Storage Facility under this Agreement unless the Rental Payment has been paid.
- 6.4. All payments are to be paid by electronic transfer, direct debit or pre-authorised credit card payment in accordance with the payment terms agreed with us or in the absence of Agreement as required by us from time to time.
- 6.5. Where a direct debit authority applies, you authorise us to directly debit the Rental Payment each month in advance.
- 6.6. Any costs incurred by us in connection with a breach of this Agreement by you, including legal costs, debt collection agency costs, commissions and GST, must be paid by you within 7 days of us providing written notice.
- 6.7. We are entitled to deny access to the Storage Facility if:
- (a) any amounts payable remain unpaid by you after the due date; or
 - (b) if there are no available spaces for use in the Storage Facility; or
 - (c) if the Storage Facility is otherwise unavailable due to circumstances beyond our reasonable control.
- 6.8. If this Agreement is terminated (and You are not in default) any amount refundable to You will be paid in accordance with clause 8.5.
- 6.9. If You fail to pay the Operator any amount when it is due under this Agreement or if any payment is dishonoured or cancelled, You acknowledge that the Operator incurs administrative and other expenses as a result of your non-compliance with your obligations. You agree to pay the Operator (when You pay the overdue amount) the Processing Fee and any Other Fee that may apply pursuant to the terms of this Agreement applying to the period between the due date for payment and the date You actually pay, together with any associated telephone, postage and other costs related to collection of these amounts.

- 6.10. The Operator may increase the Rental Payment, Processing Fee or Other Fee by giving you 14 days' prior notice.
- 6.11. If you only pay part of an amount that You owe the Operator, it does not affect your obligation to pay the balance of the amount to the Operator. Acceptance of a part payment will also not be a waiver of any kind or any other right the Operator may have under this Agreement.

7. Access

- 7.1. Subject to clauses 7.2 and 7.3, You may access Your Storage Space 24 hours a day, 7 days a week or as otherwise notified by the Operator from time to time. You acknowledge and agree that the Operator may change the access hours at its discretion and that it is reasonable for it to do so as part of its operation of the Storage Facility.
- 7.2. The Operator may (without being obliged to do so) refuse You or any other person access to the Premises or Your Storage Space (including after this Agreement has been terminated) if:
 - (a) You have not complied with any of Your obligations under this Agreement; or
 - (b) You or any other person do not produce identification and/or evidence satisfactory to the Operator to show You or the other person are entitled to access.

Once any issue contemplated by this clause is remedied, You will be granted access again subject to the Operator's office hours.

- 7.3. If you have been refused access to Your Storage Space due to Your default under this Agreement, Your obligations under this Agreement (including payment of the Rental Payment to the Operator) continue until termination of this Agreement even though You may not have access to the Premises or Your Storage Space, for all or part of the Storage Period. This is because the Operator cannot otherwise rent Your Storage Space whilst Your Goods are in the space or during any period where the Operator may be providing You with the opportunity to remedy the default.
- 7.4. The Operator may (without being obliged to do so): access or inspect Your Storage Space and/or Your Goods:
 - (a) on reasonable notice for maintenance purposes or for inspection purposes;
 - (b) at any time for emergency purposes;
 - (c) if at any time, the Operator believes Your Goods or any act or omission by You in connection with Your Storage Space may cause harm to any person, property or the environment and in this event if it considers it necessary, the Operator may immediately (and without notice to You) take any action considered by the Operator to be necessary to access, inspect or service Your Storage Space or inspect Your Goods, and if

necessary, to avoid the potential harm the Operator may remove and dispose of Your Goods and the cost of the Operator in doing so will be reimbursed by You to the Operator on demand by the Operator.

The Operator may access Your Storage Space by force or otherwise for the purposes of 7.4(b) or (c). If Your access is interrupted pursuant to this clause, it will be restored if it can be as soon as possible.

- 7.5. You agree that the Operator may use a CCTV camera or other viewing device to view the Storage Facility.
- 7.6. You agree that in circumstances where the Operator reasonably suspects a breach of the law or potential for damage to the Premises or other goods within the Storage Facility, the Operator may use any footage obtained which evidences a breach of the Agreement or the law to take any action authorised under this Agreement, including terminating this Agreement and/or cooperating with law enforcement agencies and other authorities without notice to You.
- 7.7. You agree that whilst the Operator has installed various security measures in the Storage Facility for the overall security of the Storage Facility, it does not guarantee the security of the Storage Facility. You understand and accept You are storing Your Goods at the Storage Facility at Your sole risk. As such, without limitation, the Operator is not responsible for any unauthorised entry by any person to Your Storage Space.
- 7.8. If you or someone gaining access as authorised by You trigger an alarm then you will incur a fee payable to the Operator to cover costs associated with dealing with an alarm.
- 7.9. In the event of an emergency or access restrictions please contact Site Management during Business Hours (8.30am to 5.00pm) Monday to Friday on 07 5577 6500 or Sanctuary Cove Security after hours on 07 5500 3355

8. Breach and Termination

- 8.1. You or the Operator may terminate this Agreement at any time (without cause) by giving no less than 30 days' notice to the other. If you fail to give 30 days' notice of termination to the Operator and this Agreement is not otherwise at an end, then the Agreement will end after You provide the 30 days' notice unless the Operator otherwise agrees.
- 8.2. If you fail to comply with any of Your obligations under this Agreement after the Operator gives You not less than 7 days' notice requiring you to comply, the Operator may immediately terminate this Agreement by notice to You.
- 8.3. In the event that any of Your activities or Your use of Your Storage Space, is considered by the Operator to be illegal or environmentally harmful or otherwise harmful to other persons, the Operator may terminate the Agreement immediately on provision of notice to You.

- 8.4. On termination of this Agreement, you must immediately:
- (a) pay to the Operator any amounts which You owe to the Operator and if the Operator terminates this Agreement because of Your default, also the amount of 1 Rental Payment payable under this Agreement;
 - (b) remove Your Goods from Your Storage Space; and
 - (c) clean and remove all rubbish from and make good any damage caused by You or Your Goods to Your Storage Space. If you fail to do this the Operator may do so at Your cost.
- 8.5. Upon your request, following termination the Operator shall refund to You within a reasonable period of time, the amount of any Rental Payment paid by You In advance for future whole months not yet expired, less any other amounts the Operator is entitled to claim from You.
- 8.6. You are liable for, and indemnify us, against any costs, expenses, loss, damages, claims, action or liability suffered or incurred by us in connection with any breach of this Agreement by you.
- 8.7. If Your Storage Space is destroyed or damaged from any cause other than by Your act or default so as to render Your Storage Space unfit for storage of Your Goods, the Operator or You may at any time give notice in writing terminating this Agreement and thereupon this Agreement shall be deemed to have terminated at the date of the destruction or damage.
- 8.8. Should you fail to remove Your Goods in accordance with clause 8.4(b) following termination, then You agree that the Operator may deem Your Goods abandoned and deal with them as the Operator deem fit. You release and indemnify the Operator from and against all costs, expenses, loss, damages, claims, action or liability including without limitation any costs, expenses, loss, damages, claims, action or liability arising to the rightful owner of Your Goods if You are not the owner of them.
- 8.9. Termination does not affect one parties rights against the other under the Agreement arising prior to or in respect of termination including any right to payment or right under any indemnity.

9. Your obligations

- 9.1. You must only use Your Storage Space for storage and no other business or activity.
- 9.2. You must comply with all applicable laws, rules and regulations, and directions provided by our staff relating to the use of the Storage Facility.
- 9.3. You may use a Storage Space that is reserved for you and that you are authorised to use.

- 9.4. Unless the Operator otherwise agrees in writing, you must effect appropriate insurance for the Goods stored in Your space on terms reasonably satisfactory to the Operator and provide evidence of the insurance to the Operator whenever requested by the Operator. You agree to waive any right of subrogation You may otherwise have in relation to insurance of the Goods.
- 9.5. You must not carry out any alteration to Your Storage Space without the prior written consent of the Operator.
- 9.6. You must immediately notify the Operator of any damage You or any person authorised by You (including at your request, direction, or as facilitated by You, including the provision of the Access Token) causes to the Premises or Your Storage Space and You are responsible for such damage and must reimburse the Operator on demand for the cost to the Operator of making good the damage. You acknowledge that You are being licenced Your Storage Space in the Storage Facility owned by the Operator and that it is reasonable for you to be accountable for persons You bring onto or authorise to enter the Premises on Your behalf.
- 9.7. You must immediately notify the Operator of any change in Your contact details set out in the Rental Application Form.

10. Access Token

- 10.1. Each Access Token is and remains our property.
- 10.2. You must pay the amount charged by us for the replacement of a lost or damaged Access Token.
- 10.3. If your Access Token is damaged or lost You are required to inform the Operator immediately and will be charged a \$50.00 replacement fee.

11. Notices

- 11.1. Notice will be given in writing and left at, or emailed to, the address of the Renter named in the Rental Agreement.

12. Inconsistent Terms

- 12.1. If there is an inconsistency between these Terms and Conditions or any other terms displayed on our website, the Terms and Conditions on our website will prevail to the extent of any inconsistency.

13. Waiver

- 13.1. A party shall not be taken to have waived a right under or in connection with this Agreement unless the party expressly does so in writing. A waiver of any right or obligation at any time shall not be taken as a waiver of the right when it arises at any other time or a waiver of any other right.

14. Liability, Release and Indemnity

- 14.1. You agree that that you release and indemnify the Operator (and its employees, contractors and agents) against and in respect of 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, incurred or in connection with:
- (a) loss of , theft or damage to Your Goods, howsoever caused and whether or not caused by the Operator its employees, contractors and/or agents (but not in respect of theft by the Operator, employees, contractors and/or agents) and/or the negligence of any of them;
 - (b) damage to any device used by You to secure Your Storage Space resulting from the Operator accessing Your Storage Space in accordance with this Agreement;
 - (c) the Operator either refusing You access to the Premises and Your Storage Space in accordance with this Agreement or terminating this Agreement in accordance with this Agreement; or
 - (d) loss of or damage to any property (including the Operator's property) or death of or injury to any person caused or contributed to (to the extent contributed to) by:
 - (i) Your Goods;
 - (ii) You or any person accessing the Premises or Your Storage Space with Your authority or consent; and
 - (iii) Your use of Your Storage Space or any other person authorised by You.
- 14.2. To the extent that your actions or omissions in relation to Your use of the Storage Space or Your failure to comply with this Agreement cause any costs, expenses, loss, damages, claims, action or liability to the Operator or any other party, you agree and acknowledge that You are liable for such costs, expenses, loss, damages, claims, action or liability and that the Operator is indemnified by You in respect of such costs, expenses, loss, damages, claims, action or liability and may recover from you on demand.
- 14.3. Our liability for failure to comply with any guarantee provided under the Australian Consumer Law is limited to either:
- (a) the re-supply of the services; or
 - (b) the payment of the cost of having the services supplied again; at our option.

15. Privacy

- 15.1. Our Privacy Policy, which is available at <http://sanctuarycove.com/privacy/> , applies to all users of the Storage Facility and forms part of these Terms and Conditions. Use of the Storage Facility confirms that you consent to, and authorise, the collection, use and disclosure of your personal information in accordance with our Privacy Policy.

16. Application of other laws

Each of these Terms and Conditions is subject to any law that restricts or forbids or renders void or unenforceable any of these Terms and Conditions and in that case the relevant term or conditions or any relevant part of it shall cease to apply and the balance of these Terms and Conditions shall apply accordingly.

17. Governing law

This Agreement is governed by the laws of Queensland, Australia.