



STORER'S INFORMATION

First Name:	
Surname:	
Date of Birth:	Drivers Licence No.:
Company Name (if applicable):	
Position:	ACN or ABN:

PHYSICAL ADDRESS

Residential/Business Address

Street:	
Suburb:	
State:	Postcode:

POSTAL ADDRESS

As Above

Street/PO Box:	
Suburb:	
State:	Postcode:

CONTACT DETAILS

Home:
Work:
Mobile:
Email:

ALTERNATIVE CONTACT PERSON

Name:	
Phone:	
Street:	
Suburb:	
State:	Postcode:

MAIN POINTS OF AGREEMENT (see over page for full terms & conditions)

- All payments are to be paid in advance.
- The Operator is not liable for the loss of any goods stored in the Storage Space or the premises.
- The Goods are stored at the Storer's sole risk. Insurance cover is recommended.
- Goods that are hazardous, illegal, stolen and environmentally harmful or explosive must not be stored.
- The Operator should be given 14 days notice of the termination of this agreement.
- The Storer must promptly notify the Operator in writing of any changes to the details above.
- If the Storer fails to comply with the conditions of this Agreement the Operator will have certain rights including, in certain circumstances, the right to refuse access to the Storage Space, the right to terminate the Agreement and the right to sell and/or dispose of the goods.

The Storer acknowledges that these matters have been drawn to the Storer's attention and agrees to be bound by the Terms & Conditions over page.

EZIDEBIT PAYMENT METHOD

- Direct Debit Credit Card
- \$10 Deposit for Key (covered in first Ezydebit payment)

Shed No.:

Storer's
Signature:

Date:

Operator's
Signature:

Date:

**STORAGE SPACE RENTAL AGREEMENT
TERMS AND CONDITIONS**

1. STORAGE AND HANDLING

- 1.1 The Operator will provide the Space for the storage of the Goods for the duration of this agreement.
- 1.2 The Storer:
- (a) warrants that it is the owner of the Goods and/or entitled at law to deal with the Goods;
 - (b) is deemed to have knowledge of the Goods stored in the Space; and
 - (c) agrees that the Operator does not take possession of the Goods and is not a common carrier, bailee or warehouseman of the Goods.

2. COST AND PAYMENT

- 2.1 The Storer must pay the Operator the Storage Fee monthly in advance.
- 2.2 The Storage Fee may be varied at the Operator's discretion by giving one month's notice in writing to the Storer.
- 2.3 In addition to the Storage Fee, the Storer must pay:
- (a) the Late Payment Fee which becomes payable each time a payment is late or a payment by cheque, credit card or direct debit fails;
 - (b) Security Call-out Fee payable in the event of a security call-out caused by the Storer accessing the Space;
 - (c) any costs (including legal fees) incurred by the Operator in connection with exercising, enforcing or preserving or attempting to exercise, enforce or preserve rights under this agreement, including in connection with the Storer's default; and
 - (d) any government taxes or charges levied on this agreement or supplies under it (including GST).
- 2.4 All payments due and payable by the Storer must be made as and when due without set-off or deduction.

3. ACCESS AND USE OF SPACE

- 3.1 The Storer:
- (a) may access the Space at any time, during the currency of this agreement;
 - (b) is solely responsible for securing the Space and must properly secure the Space at all times when the Storer is not in the Space;
 - (c) must, upon leaving the premises, secure the external gates of the premises using the security measures supplied by the Operator;
 - (d) must not store any Goods that are hazardous, illegal, stolen, inflammable, explosive, environmentally harmful, perishable or that are a risk to the property of any person;
 - (e) must not store any Goods which are irreplaceable, such as cash, currency, jewellery, furs, deeds, paintings, curios, works of art and items of personal sentimental value;
 - (f) will use the Space solely for the purpose of storage and shall not carry on any business or other activity in the Space;
 - (g) must not damage or alter the Space, attach any nails, screws or any fittings or fixtures to any part of the Space; and
 - (h) must maintain the Space in a clean and tidy condition and good state of repair.
- 3.2 The Operator may refuse the Storer access to the Space and/or the premises if any amount is outstanding under this agreement, regardless of whether or not a formal demand for payment has been made and the Storer acknowledges and agrees that the Operator will not be liable for and indemnifies the Operator from any claim for any cost, loss or damage suffered as a result of being unable to access the premises, the Space or the Goods.

4. RISK AND RESPONSIBILITY

- 4.1 The Goods are stored at the sole risk and responsibility of the Storer, including in relation to the risk of theft of the Goods and/or damage to or deterioration of the Goods for any reason, including flood, fire, leakage or overflow of water, mildew, heat, spillage of material from any other space, removal or delivery of the Goods, pests or vermin.
- 4.2 The Storer has no claim and indemnifies the Operator from all claims for any loss of or damage to property or personal injury to or death of any person resulting from or incidental to the use of the Space by the Storer, including but not limited to the storage of Goods in the Space, the Goods themselves and/or accessing the premises.
- 4.3 The Storer acknowledges and agrees to comply with all relevant laws, including all legislation, acts, ordinances, regulations, by-laws and orders as are or may be applicable to the use of the Space, the Goods and the manner in which they are to be stored. Liability for any breach of such laws rests absolutely with the Storer and includes any costs resulting from such a breach.
- 4.4 The Operator may take any action it believes to be necessary if it has reason to believe that the Storer is in breach of clause 4.3, including immediately accessing/inspecting the Space without notice, terminating the agreement under clause 7.1(b), 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. The Storer agrees that the Operator may take such action at any time, even if the Operator could have acted earlier.

5. INSPECTION AND ENTRY BY THE OPERATOR

- 5.1 The Storer consents to entry of the Space by the Operator:
- (a) immediately and without notice if Operator exercises its right under clause 4.4 or if in the Operator's opinion the entry of the Space is required due to an emergency, an obligation by law to do so, or any threat to property, the environment or human life; and
 - (b) in all other cases, provided that the Operator gives 7 days written notice of its intention to enter and inspect the Space.
- 5.2 The Operator shall notify the Storer as soon as practicable following entry of the Space under clause 5.1(a).

6. TERMINATION BY NOTICE

- 6.1 Either party may terminate this agreement by giving the other party 14 days' notice.
- 6.2 The Storer must:
- (a) pay all amounts due under this agreement up to the date of termination;

- (b) remove all Goods in the Space before the close of business on the date of termination;
 - (c) leave the Space in a clean and tidy condition and in a good state of repair to the satisfaction of the Operator;
- 6.3 Any Goods left in the Space after the date of termination will be deemed abandoned and may be seized and may be sold or disposed of by the Operator in accordance with clauses 8.2 and 8.1.

7. DEFAULT

- 7.1 In the event that:
- (a) any Storage Fees or any other money due under this agreement is unpaid for a period of 21 days or more;
 - (b) the Storer is in breach of any provision of this agreement;
- the Operator may terminate this agreement without notice, and without limitation to any other remedies it has, may enter the Space, seize and then, at its discretion, sell and/or dispose of any Goods in the Space in accordance with clauses 8.2 and 8.1.

8. SALE AND DISPOSAL

- 8.1 In addition to any other rights of disposal under this agreement, the Operator may dispose of any Goods that:
- (a) fails to sell when offered for sale or is, in the opinion of the Operator and entirely at the discretion of the Operator, either not saleable or of insufficient value to warrant the expense of a sale;
 - (b) are not collected or are otherwise left unattended in common areas of the premises or outside the Space; or
 - (c) are damaged due to fire, flood or other event that has rendered the Goods (in the opinion of the Operator) severely damaged, of no commercial value or dangerous to the premises or any person; and the Storer acknowledges and agrees that the Operator in exercising a right of disposal under this agreement may effect the disposal by any means, regardless of the nature or value of the Goods.
- 8.2 If the proceeds of the sale of any Goods sold under this agreement exceed the amount due to the Operator under this agreement, then the Operator will pay the excess amount to the Storer, however, the Storer unconditionally acknowledges and agrees that the Operator in exercising the right of sale under this agreement is entitled to sell the Goods on such terms that the Operator may determine in its absolute discretion, regardless of the nature or value of the Goods.

9. STORER'S LIABILITY SURVIVES TERMINATION

- 9.1 The Storer's liability for any outstanding moneys, property damage, personal injury, environmental damage and legal responsibility under this agreement survives the termination of this agreement.

10. NOTICES AND CONTACT DETAILS

- 10.1 Notices from the Operator to the Storer under this agreement may be given by email or SMS, by post or facsimile, unless otherwise specified in this agreement, to the last notified address or number of the Storer.
- 10.2 In the event that there is more than one Storer to this agreement, a notice sent to one Storer will be deemed to constitute service on all Storers.
- 10.3 Notices from the Storer to the Operator under this agreement must actually be received to be valid.
- 10.4 The Storer must notify the Operator in writing of any change to the contact details (address, phone numbers and email address) of the Storer or the Alternative Contact Person within 48 hours of any change.
- 10.5 The Storer authorises the Operator to discuss any default by the Storer under this agreement with the Alternative Contact Person.

11. LIMITATION OF LIABILITY

- 11.1 The Storer agrees that to the extent not prohibited by law, the Operator shall not be liable to the Storer under the agreement, at law, in equity, under statute or otherwise for any claim, loss, damage, expense suffered or incurred by the Storer in respect of this agreement or the Goods.
- 11.2 To the extent not prohibited by law, any damages that the Operator is liable to pay the Storer under or in respect of this agreement are limited to the further supply or cost of further supply of storage equivalent to that (and on the terms) provided under this agreement. The Storer agrees that this is a reasonable limitation on the Operator's liability.

12. GENERAL

- 12.1 The Storer cannot assign this agreement.
- 12.2 Nothing in this agreement creates any legal interest in the Space.
- 12.3 The Operator may in its absolute discretion and at any time require the Storer to transfer their Goods to another space within the premises.
- 12.4 No failure or delay by the Operator in the exercise of its rights under this agreement will operate as a waiver of those rights.
- 12.5 If any clause, term or provision of this agreement is legally unenforceable, inapplicable or in its application would breach any law, that clause, term or provision will be severed or read down so as to maintain (as far as possible) all other terms of the agreement.
- 12.6 The terms of this document, the cover page and the Privacy Policy constitute the entire agreement between the Storer and the Operator. In entering into this agreement the Storer does not rely upon any representations, oral or otherwise, not written in this agreement or the cover page.

The Storer accepts these terms and conditions and agrees to comply with them in full.

Storer's signature

Date

Operator's signature

Date



Roberts Street Self Storage

Ph: (07) 4987 7042



ACN 096 902 813 | AFSL 315388

DIRECT DEBIT REQUEST

NEW CUSTOMER FORM

YOUR DETAILS | Please complete this form using a BLACK PEN, * Indicates a MANDATORY FIELD

Business: D & O Kirk Pty Ltd T/A Roberts Street Self Storage ABN/ACN: 100 335 966 **100-286-859**

Customer Reference:

*Surname: *Given Name:

*Mobile #:

* Email:

*Address:

*Suburb: *State: *Postcode:

DEBIT ARRANGEMENT | Including payment details and associated fees/charges detailed below and/or the total amount billed for the specified period for this and any other subsequent agreements or amendments between me/us and the Business and/or Ezidebit

Once Only Debit On Date: / / Debit this amount: \$.

Regular Debits Starting on Date: / / Debit this amount: \$.

Frequency: Weekly Fortnightly Monthly (Default) 4 Weekly

Duration: Continue regular debits until further notice (Minimum of Debits)

Until I have paid regular debits

Administration Fee (once only): N/A Bank Account Transaction Fee: Paid by Business | Credit Card Transaction Fee: VISA/MasterCard: Paid by Business | AMEX/Diners: Paid by Business

CHOOSE YOUR PAYMENT METHOD

Debit from Credit Card

VISA MasterCard AMEX Diners

Card Number: / / / Expiry Date: /

Name of Cardholder:

Debit from Bank, Building Society or Credit Union Account

Financial Institution: Branch:

BSB Number: - Account Number:

Account Holder Name:

I/We authorise Ezidebit Pty Ltd ACN 096 902 813 (User ID No 165969, 303909, 301203, 234040, 234072, 428198) to debit my/our account at the Financial Institution identified above through the Bulk Electronic Clearing System (BECS) in accordance with the Debit Arrangement stated above and this Direct Debit Request and as per the Ezidebit DDR Service Agreement (Ver 1.6) provided.

This Authorisation is to remain in force in accordance with the terms and conditions on this Direct Debit Request, the provided Ezidebit DDR Service Agreement (Ver 1.6) and I/we have read and understand same. I/We acknowledge that our personal information will be collected, used, held and disclosed in accordance with the Ezidebit Privacy Policy found at <http://www.ezidebit.com.au/privacy-policy/>

Signature(s) of Nominated Account: Date: / /



ACN 096 902 813 | AFSL 315388

DDR SERVICE AGREEMENT (Ver 1.6)

DDR Service Agreement (Ver 1.6)

I/We hereby authorise Ezidebit Pty Ltd ACN 096 902 813 (Direct Debit User ID number 165969, 303909, 301203, 234040, 234072, 428198) (herein referred to as "Ezidebit") to make periodic debits on behalf of the "Business" as indicated on the attached Direct Debit Request (herein referred to as "the Business").

I/We acknowledge that Ezidebit is acting as a Direct Debit Agent for the Business and that Ezidebit does not provide any goods or services (other than the direct debit collection services to me/us for the Business pursuant to the Direct Debit Request and this DDR Service Agreement) and has no express or implied liability in regards to the goods and services provided by the Business or the terms and conditions of any agreement that I/We have with the Business.

I/We acknowledge that the debit amount will be debited from my/our account according to the terms and conditions of my/our agreement with the Business and the terms and conditions of the Direct Debit Request (and specifically the Debit Arrangement and the Fees/Charges detailed in the Direct Debit Request) and this DDR Service Agreement.

I/We acknowledge that bank account and/or credit card details have been verified against a recent bank statement to ensure accuracy of the details provided and I/we will contact my/our financial institution if I/we are uncertain of the accuracy of these details.

I/We acknowledge that it is my/our responsibility to ensure that there are sufficient cleared funds in the nominated account by the due date to enable the direct debit to be honoured on the debit date. Direct debits normally occur overnight, however transactions can take up to three (3) business days depending on the financial institution. Accordingly, I/we acknowledge and agree that sufficient funds will remain in the nominated account until the direct debit amount has been debited from the account and that if there are insufficient funds available, I/we agree that Ezidebit will not be held responsible for any fees and charges that may be charged by either my/our or its financial institution.

I/We acknowledge that there may be a delay in processing the debit if:-

- (1) there is a public or bank holiday on the day of the debit, or any day after the debit date;
 - (2) a payment request is received by Ezidebit on a day that is not a banking business day in Queensland;
 - (3) a payment request is received after normal Ezidebit cut off times, being 3:00pm Queensland time, Monday to Friday.
- Any payments that fall due on any of the above will be processed on the next business day.

I/We authorise Ezidebit to vary the amount of the payments from time to time as may be agreed by me/us and the Business as provided for within my/our agreement with the Business. I/We authorise Ezidebit to vary the amount of the payments upon receiving instructions from the Business of the agreed variations. I/We do not require Ezidebit to notify me/us of such variations to the debit amount.

I/We acknowledge that Ezidebit is to provide at least 14 days' notice if it proposes to vary any of the terms and conditions of the Direct Debit Request or this DDR Service Agreement including varying any of the terms of the debit arrangements between us.

I/We acknowledge that I/we will contact the Business if I/we wish to alter or defer any of the debit arrangements.

I/We acknowledge that any request by me/us to stop or cancel the debit arrangements will be directed to the Business.

I/We acknowledge that any disputed debit payments will be directed to the Business and/or Ezidebit. If no resolution is forthcoming, I/we agree to contact my/our financial institution.

I/We acknowledge that if a debit is returned by my/our financial institution as unpaid, a failed payment fee is payable by me/us to Ezidebit. I/We will also be responsible for any fees and charges applied by my/our financial institution for each unsuccessful debit attempt together with any collection fees, including but not limited to any solicitor fees and/or collection agent fee as may be incurred by Ezidebit.

I/We authorise Ezidebit to attempt to re-process any unsuccessful payments as advised by the Business.

I/We acknowledge that certain fees and charges (including setup, variation, SMS or processing fees) may apply to the Direct Debit Request and may be payable to Ezidebit and subject to my/our agreement with the Business agree to pay those fees and charges to Ezidebit.

Credit Card Payments

I/We acknowledge that "Ezidebit" will appear as the merchant for all payments from my/our credit card. I/We acknowledge and agree that Ezidebit will not be held liable for any disputed transactions resulting in the non supply of goods and/or services and that all disputes will be directed to the Business as Ezidebit is acting only as a Direct Debit Agent for the Business. I/We acknowledge and agree that in the event that a claim is made, Ezidebit will not be liable for the refund of any funds and agree to reimburse Ezidebit for any successful claims made by the Card Holder through their financial institution against Ezidebit.

I/We acknowledge that Credit Card Fees are a minimum of the Transaction Fee or the Credit Card Fee, whichever is greater as detailed on the Direct Debit Request.

I/We appoint Ezidebit as my/our exclusive agent with regard to the control, management and protection of my/our personal information (relating to the Business and contained in this DDR Service Agreement). I/We irrevocably authorise Ezidebit to take all necessary action (which Ezidebit deems necessary) to protect and/or correct, if required, my/our personal information, including (but not limited to) correcting account numbers and providing such information to relevant third parties and otherwise disclosing or allowing access to my/our personal information to third parties in accordance with the Ezidebit Privacy Policy.

Other than as provided in this Agreement or the Ezidebit Privacy Policy, Ezidebit will keep your information about your nominated account at the financial institution private and confidential unless this information is required to investigate a claim made relating to an alleged incorrect or wrongful debit, to be referred to a debt collection agency for the purposes of debt collection or as otherwise required or permitted by law. Ezidebit's Privacy Policy can be found at <http://www.ezidebit.com.au/privacy-policy/>

I/We hereby irrevocably authorise, direct and instruct any third party who holds/stores my/our personal information (relating to the Business and contained in this DDR Service Agreement) to release and provide such information to Ezidebit on my/our written request.

I/We authorise:

- a) Ezidebit to verify and/or correct, if necessary, details of my/our account with my/our financial institution; and
- b) my/our financial institution to release information allowing Ezidebit to verify my/our account details.

Po Box 3327
Newstead, QLD 4006
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