

1 Preferred recurring payment method:

- Direct Debit
(Complete Easypay Part A)
- Credit Card
(Complete Easypay Part B)
- Alternate Payment Method

2 Storer's email address (for account correspondence)

_____ @ _____ Tick here for posting of invoices
(\$3 invoice postage fee)

3 Storer's details

Surname/Company Name: _____ Password: _____
First Name: _____ Miss/Ms/Mrs/Mr
Address: _____ Ph: _____ Fax: _____
P/code: _____ Mobile: _____
Drivers Licence No: _____ ABN: _____ New Ph: _____
IF MOVING - New Address: _____
Employer or Contact Name: _____ Contact Ph: _____

4 Alternative contact persons

1. Name: _____ Ph: _____
Address: _____
2. Name: _____ Ph: _____
Address: _____

5 Please help us improve our service

- Likely period of storage: _____ ► Have you used storage before: Y / N
- How many storage companies did you contact when looking to store?
 Just Kennards Kennards + 1
 Kennards + 2 Kennards + 3
 Kennards + 4 Kennards + 5
 Kennards + 6 or more
- How did you find out about us?
 Yellow Pages Online Google
 Bing Social Media Radio T.V.
 Previous Customer Billboard Signs
 Current Customer Drive-by
 Referral
- Reasons for storage?
 Moving House Renovating House Travel
 Just Excess Stuff Divorce/Separation
 Death in Family Change in Job
 Student Break Business Other
 Moving in with new Partner

By entering into this agreement the storer consents to the use of the storer's Personal information as set out in our Privacy Information Document. If the storer does not wish to receive marketing information from Kennards or its related entities please tick here

6 Main Points (See over for full Conditions)

- All payments are to be made in advance.
- The Operator is not liable for the loss of any wine or other goods stored in the storage space on the premises (**Wine**)
- All Wine is stored at the Storer's sole risk. **Insurance cover is recommended**, for wine stored in climate controlled space only.
- Goods that are hazardous, illegal, stolen and environmentally harmful or explosive must not be stored.
- The Space will be accessible during set access hours as posted by the Operator.
- The Storer must promptly notify the Operator in writing of any changes to the Contact 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 wine.
- Cost incurred by the operator for return cheque failed CC/DD or security callout event caused by the customer will be on charged to the customer.

Initial

8 Storage Space and Payment Details

Facility: _____
Storage Space Number: _____
Payment Date: _____

Initial { Monthly Storage Payment: \$ _____
Monthly Insurance Premium: \$ _____
Invoice Postage Fee: \$ _____
Late Payment Fee: \$ 15.00
(Applied 4 days after due date)

7 Insurance (available for climate controlled space only)

The storer accepts insurance and agrees to be bound by the terms of the certificate including the duty of disclosure /
The storer declines insurance.

ACCEPT INSURANCE
Storer's Signature

DECLINE INSURANCE
Storer's Signature

► The Storer acknowledges that these matters have been drawn to the storer's attention and agrees to be bound by the Conditions on the back of this page.

Signed on behalf of Operator

Date

Storer's Signature

Storer's Signature

CONDITIONS OF AGREEMENT

STORAGE AND HANDLING

1. The Operator will:

- provide the Space for the storage of Wine by the Storer in accordance with this Agreement; and
- will accept delivery of Wine at the Facility in accordance with this Agreement;

2. The Storer:

- may store Wine in the Space in accordance with this Agreement;
- must collect any Wine delivered to the Facility in accordance with this Agreement;
- must pay the Operator the amounts due in accordance with this Agreement.

3. The Storer is deemed to have knowledge of the Storer's Wine, if any, that is stored in the Space or located on the Facility at any time and agrees that

- The Operator does not and will not have that knowledge and will not be deemed to do so; and
- the Operator is not a common carrier, bailee or warehouseman of the Wine.

4. The Storer warrants:

- that they are the owner of any Wine the subject of this Agreement and/or entitled at law to deal with the Wine in accordance with all aspects of this Agreement;
- that any Wine the subject of this Agreement are not hazardous, illegal, stolen, inflammable, explosive, environmentally harmful or a risk to any property or person.

COST AND PAYMENT

5. Upon signing the Agreement the Storer must pay the Operator the first payment of the Storage Fee, being the monthly payment indicated on the front of this document.

6. The Storer must pay all subsequent payments of the Storage Fee in advance on the Payment Date stated on the front of this document.

7. The Storage Payment may be varied at the Operator's discretion on one month's notice.

8. In addition to the Storage Payment, the Storer must pay:

- the Monthly Insurance Premium, if the Storer has accepted insurance for storing in a climate controlled space;
 - the Late Payment Fee which becomes payable each time a payment is late;
 - the Invoice Preparation and Postage Fee payable if the Storer chooses to receive invoices for fees payable under this Agreement by post;
 - Security Call-out Fee payable in the event of a security call-out caused by the Storer accessing the Space;
 - 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
 - any government taxes or charges levied on this Agreement or supplies under it (including GST).
9. All payments by the Storer under this Agreement must be made as and when they fall due (regardless of whether they are to be invoiced) and without set-off or deduction.
10. Any payment that is made by direct deposit/credit must be clearly identified as being under this Agreement. The Storer agrees to follow any directions of the Operator in this regard. The Storer has no claim and indemnifies the Operator against any claim in respect of the Storer's breach of this clause 10.

ACCESS AND USE OF SPACE AND DELIVERIES

11. The Storer:

- may access the Space during the access hours as posted by the Operator at the Facility;
- is solely responsible for securing the Space;
- must use the Space solely for the purpose of storage of Wine and shall not carry on any other activity from the Space;
- must not attach nails, screws or any fittings or fixtures to any part of the Space or alter the Space without the Operator's consent;
- must maintain the Space in a clean and good state of repair.

12. The Operator may refuse the Storer access to the Space and/or the Facility 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 Facility, the Space or the Storer's Wine.

13. The Operator will accept delivery of the Storer's Wine at the Facility during the normal business hours of the Facility as posted and will notify the Storer of the delivery by phone, SMS or email.

14. The Storer must collect the Wine from the Facility within 48 hours of the Operator's notification of delivery.

RISK AND RESPONSIBILITY

15. The storage of Wine under this Agreement is at the sole risk and responsibility of the Storer.

16. The Operator is not liable for and the Storer bears all risk for any and all theft, deterioration, loss, breakage, spoilage, destruction or damage of any kind howsoever caused to the Storer's Wine or any other item stored in the Space or Facility, including any direct or consequential loss or damage caused by but not limited to flood, fire, leakage or overflow of water, mildew, heat, earthquake, explosion, interruption or failure of gas, water, electricity, air conditioning or other services to the Facility and the Space (including any temperature control system), removal or delivery of Wine, pest or vermin or any other reason whatsoever including accidents, acts or omissions (whether deliberate or negligent) on the part of the Operator or by persons under the Operator's control or third parties.

17. 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 (including the Operator) resulting from or incidental to the use of the Space by the Storer, including but not limited to the storage of Wine in the Space, the Wine and/or accessing the Facility.

18. 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 Storer's Wine and the manner in which they are to be delivered, collected and stored.

19. 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 18, including immediately accessing/inspecting the Space without notice, terminating the Agreement under clause 23, contacting, cooperating with and/or submitting Wine to the relevant authorities and/or immediately disposing of or removing the Wine 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.

INSPECTION AND ENTRY BY THE OPERATOR

20. The Storer consents to entry of the Space by the Operator

- immediately and without notice if Operator exercises its right under clause 19 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.
- in all other cases provided that the Operator gives 21 days written notice of its intention to enter and inspect the Space.

21. The Operator shall notify the Storer as soon as practicable following entry of the Space under clause 20(a).

TERMINATION BY NOTICE

22. Either party may terminate this Agreement by giving the other party 14 days' notice and if this occurs:

- the Storer must pay all amounts due under this Agreement up to the date of termination.
- the Storer must remove all Wine and any other items in the Space before the close of business on the date of termination and leave the Space in a clean condition and in a good state of repair to the satisfaction of the Operator;
- any of the Storer's Wine that remains in the Space 7 days 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 24 and 25.

DEFAULT

23. In the event that:

- any Storage Payments or any other moneys owing under this Agreement are in arrears and unpaid for a period of 42 days;
- there is any substantial breach of contract by the Storer, including any illegal or environmentally harmful activities;

then the Operator may terminate this Agreement without notice by entering the Space by force or otherwise, and without limitation to any other remedies it has, may seize and then, at its discretion, sell and/or dispose of any Wine in the Space in accordance with clauses 24 or 25.

SALE

24. If the proceeds of the sale of any Wine 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 Wine on such terms that the Operator may determine in its absolute discretion, regardless of the nature or value of the Wine.

DISPOSAL

26. In addition to any other rights of disposal under this Agreement, the Operator may dispose of any Wine that:

- 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;
 - is not collected in accordance with clause 14 or is otherwise left unattended in common areas of the Facility or outside the Space; or
 - is damaged due to fire, flood or other event that has rendered the Wine (in the opinion of the Operator) severely damaged, of no commercial value or dangerous to the Facility, any persons or other storers and/or their Wine or property;
- 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 Wine.

STORER'S LIABILITY SURVIVES TERMINATION

27. 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.

NOTICES AND CONTACT DETAILS

28. Notices from the Operator to the Storer under this Agreement may and will usually be provided by email or SMS, but may otherwise be in writing and delivered, posted to the last notified address or number of the Storer.

29. Any notice to the Storer will be deemed to have been received by the Storer if sent per clause 28 above and sent to the Alternative Contact Person (including by SMS or email).

30. 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 of all Storers.

31. Notices from the Storer to the Operator under this Agreement must actually be received to be valid.

32. 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.

33. The Storer authorises the Operator to discuss any default by the Storer under this Agreement with the Alternative Contact Person.

DISPUTES

34. If required by the Operator, the parties must endeavour to settle any dispute in connection with this Agreement by mediation conducted by a mediator who is independent of the parties and appointed by their agreement. It is a condition precedent to the right of the Storer to commence any legal action (other than in relation to interlocutory relief) concerning any dispute that they first offer to submit the dispute to mediation.

GENERAL

35. The Storer cannot assign this Agreement.

36. Nothing in this Agreement creates any interest in the Space.

37. The Operator may at any time require the Storer to transfer their Wine to another space within the Facility.

38. No failure or delay by the Operator in the exercise of its rights under this Agreement will operate as a waiver of those rights.

39. 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.

ENTIRE AGREEMENT

40. The Storer acknowledges that the terms of this document together with the Privacy Document constitute the entire agreement between the Storer and the Operator and that in entering into this Agreement the Storer does not rely upon any representations, oral or otherwise, not contained in this document and the Privacy Document.

LIMITATION OF LIABILITY

41. 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 loss of business opportunity, loss of profit, loss of goodwill, loss of contracts, or damages payable by the Storer in respect of this Agreement or the Storer's Wine.

42. 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.