

SPECIFIC TERMS – OFF-SITE CONTAINER HIRE

These Specific Terms apply where the **Service** provided under the **SSAA Standard Self Storage Licence Agreement** is the **hire** and use of a **shipping container** located away from the Facility.

These Specific Terms form part of the Agreement and should be read together with the Schedule and the Full Terms.

In the event of any inconsistency between these Specific Terms and the Full Terms in relation to the ownership, location, delivery, collection, movement or condition of the Container, these Specific Terms apply to the extent of that inconsistency.

For the purposes of these Specific Terms:

“**Owner**” or “**Facility Owner**” / “**FO**” means Ty Burkett trading as T & S Storage Solutions.

“**Storer**” means the person or entity identified as the Storer in the Schedule.

“**Container**” means the 20-foot General Purpose shipping container identified in the Schedule or otherwise allocated to the Storer by the Facility Owner.

“**Delivery Address**” means the address specified in the Schedule or otherwise agreed in writing between the parties at which the Container is to remain during the Storage Period.

1. Ownership

- 1.1 The Container remains the property of the Facility Owner at all times. The Storer obtains no ownership, leasehold or proprietary interest in the Container by entering into the Agreement.
- 1.2 The Storer must not sell, assign, sub-hire, pledge, mortgage, charge, grant any lien or security interest over, or otherwise deal with the Container as though the Storer were its owner.
- 1.3 The Storer must not alter, modify, paint, drill, weld, attach permanent fixtures to, or change or remove any identification markings from the Container without the Facility Owner’s prior written consent.
- 1.4 If the Storer makes any unauthorised alteration or marking to the Container, the Facility Owner may require the Storer to restore the Container to its previous condition or may undertake the work and charge the reasonable cost to the Storer as an Other Fee under the Agreement.

2. Responsibility for the Container

- 2.1 Responsibility for the care and security of the Container passes to the Storer when the Container is delivered to the Delivery Address and continues until the Container is collected by the Facility Owner or its nominated contractor.
- 2.2 The Storer must take reasonable care of the Container and keep it secure and in good condition, fair wear and tear excepted.
- 2.3 The Storer must promptly notify the Facility Owner of any theft, loss, damage or material deterioration affecting the Container.
- 2.4 Where the Container is damaged, lost or stolen during the Storage Period as a result of an act or omission of the Storer or the Storer’s Associate, the Facility Owner may recover from the Storer the reasonable cost of repairing or, where reasonably necessary, replacing the Container. **The current estimated replacement cost of a new 20-foot General Purpose Container is approximately \$5,000.00 AUD. This amount is indicative only and does not limit the Storer’s liability where the reasonable replacement cost at the time of loss exceeds this amount.**
- 2.5 The Storer must not move, relocate or cause the Container to be moved from the Delivery Address without the Facility Owner’s prior written consent.
- 2.6 Any approved relocation of the Container must be arranged through the Facility Owner and undertaken by the Facility Owner or a contractor approved by the Facility Owner. The reasonable costs associated with the relocation are payable by the Storer unless otherwise agreed in writing.

3. Storer’s Goods and Insurance

- 3.1 The Storer remains solely responsible for the Goods stored in the Container.
- 3.2 The Storer is responsible for considering the replacement value of the Goods and obtaining and maintaining appropriate insurance for those Goods.
- 3.3 The Storer must not assume that any insurance held by the Facility Owner covers the Storer’s Goods.
- 3.4 The provisions of the Full Terms relating to insurance, Prohibited Goods, liability and risk continue to apply to Goods stored within the Container.

4. Delivery and Collection

- 4.1 The Storer is responsible for the delivery and collection charges specified in the Schedule or otherwise agreed in writing.
- 4.2 Any delivery charge payable by the Storer must be paid before delivery of the Container unless otherwise agreed in writing.
- 4.3 The collection charge is payable by the Storer at the commencement of the Agreement, together with any delivery charge, unless otherwise agreed in writing by the Facility Owner
- 4.4 The Storer must ensure that the Delivery Address is reasonably accessible and suitable for delivery, placement and collection of the Container by the transport vehicle or equipment reasonably required by the Facility Owner or its nominated contractor.

- 4.5** The Storer is responsible for ensuring that it has permission from the owner or occupier of the Delivery Address for the Container to be delivered, kept and collected from that property.
- 4.6** The Storer must disclose to the Facility Owner any known conditions that may materially affect delivery or collection, including restricted access, soft or unstable ground, overhead obstructions, steep gradients or other site limitations.
- 4.7** If additional transport, towing, crane, recovery or other costs are reasonably incurred because:
- (a) suitable access has not been provided;
 - (b) the site conditions prevent ordinary collection;
 - (c) the Container has been moved without approval; or
 - (d) circumstances within the Storer's reasonable control prevent collection,
- the Storer must reimburse the Facility Owner for those reasonable additional costs.

5. Fees and Storage Period

- 5.1** The Storer must pay the Storage Fee, Security Deposit, delivery fee, collection fee and any Other Fees specified in the Schedule or otherwise agreed in writing.
- 5.2** Storage Fees are payable in accordance with clause 3 of the Full Terms.
- 5.3** The Fixed Period and Termination Notice Period are those specified in the Schedule.
- 5.4** Any increase in the Storage Fee following expiry of the Fixed Period will be dealt with in accordance with the Full Terms.

6. Default

- 6.1** A Default in relation to these Specific Terms constitutes a Default under the Agreement.
- 6.2** Any Default and the Facility Owner's rights arising from that Default will be dealt with in accordance with clause 13 – Consequences of Default and the other applicable provisions of the Full Terms.
- 6.3** Without limiting the Full Terms, where the Agreement has been validly terminated or the Facility Owner otherwise becomes entitled under the Agreement or applicable law to recover the Container, the Storer must provide reasonable access to the Delivery Address to enable the Facility Owner or its nominated contractor to collect the Container.

7. Termination and Collection

- 7.1** Termination of the Agreement is governed by clause 15 – Termination and clause 16 – Effect of Termination of the Full Terms.
- 7.2** Before collection of the Container, the Storer must:
- (a) remove all Goods from the Container;
 - (b) remove all rubbish and personal property;
 - (c) leave the Container reasonably clean;
 - (d) remove the Storer's padlock or other locking device; and
 - (e) provide reasonable access to the Container for collection.
- 7.3** The Storer must not leave any Goods within the Container for collection unless expressly agreed in writing by the Facility Owner.
- 7.4** Where the Facility Owner or its nominated transport contractor attends the Delivery Address on an agreed collection date and the Container cannot reasonably be collected because of an act or omission of the Storer, the Storer will be charged a failed collection fee of \$200, together with any reasonable additional transport or recovery costs incurred.
- 7.5** Responsibility for the Container remains with the Storer until the Container has been collected by the Facility Owner or its nominated contractor.

8. Site and Property Responsibility

- 8.1** The Storer is responsible for determining that the Delivery Address is suitable for the Container and for obtaining any permission, consent or approval required for the placement and use of the Container at that address.
- 8.2** The Facility Owner does not warrant that the placement or continued presence of the Container at the Delivery Address complies with any planning, building, strata, landlord, property or other requirement applying to the Storer or the property.
- 8.3** Except to the extent caused by the Facility Owner's or its contractor's negligence or other liability that cannot lawfully be excluded, the Storer is responsible for site preparation and for damage resulting from inadequate or unsuitable ground or site conditions.

STORER ACKNOWLEDGEMENT

I/We acknowledge that I/we have read these Specific Terms – Off-Site Container Hire and understand that they form part of the SSAA Standard Self Storage Licence Agreement.

Storer's Initials: _____ **Date:** ____ / ____ / ____