



1 Storage and Term

- (a) The Storer may store items in the Space on the terms and conditions of this Agreement.
- (b) Subject to **clause 1(c)**, this Agreement will, immediately after the End Date, be automatically extended for a further month, and the Term and the End Date will be deemed to be varied to include the extended term.
- (c) A party may, at least one month after the Start Date, and by not less than 14 days' written notice to the other party, terminate this Agreement.

2 Storage Fee

- (a) The Storer must, on or before the Start Date and the first day of each month, pay to ARS the Storage Fee.
- (b) If necessary, the Storer and ARS must apportion the Storage Fee on a daily basis.
- (c) ARS may, in its absolute discretion by not less than one month's written notice to the Storer, vary the Storage Fee.

3 Payments

- (a) The Storer must pay money payable to ARS under this Agreement:
 - (i) on or before the date that the payment is due or, if this Agreement does not specify a particular date for payment, within five Business Days of demand by ARS;
 - (ii) without set-off, counter-claim, withholding or deduction;
 - (iii) to ARS or as ARS reasonably directs; and
 - (iv) if ARS requires, by direct credit to ARS's nominated bank account.
- (b) No amount paid by direct credit or direct debit will be credited to the Storer's account under this Agreement, unless the Storer identifies the payment clearly and in the manner reasonably directed by ARS.
- (c) The Storer releases ARS from any claim in respect of this Agreement or at law caused or contributed to by the Storer's failure to make a payment in accordance with the requirements of this **clause 3**.
- (d) The Storer must reimburse ARS for any costs incurred by ARS in respect of:

- (i) supervising and reviewing anything done, being done or that ought to have been done by the Storer under this Agreement;
 - (ii) exercising or preserving, or attempting to exercise or preserve, any right against the Storer at law or under this Agreement;
 - (iii) collecting late or unpaid monies under this Agreement; and
 - (iv) paying emergency or security service call-out fees where the Facility's alarm systems are triggered by the Storer.
- (e) If the Storer does not pay any money payable to ARS under this Agreement on time, the Storer must, on demand, pay to ARS the Late Fee.

4 GST

- (a) Unless the context requires otherwise, words and expressions which are not defined in this Agreement but which have a defined meaning in the GST Law have the same meaning as in the GST Law.
- (b) Unless expressly stated otherwise, all consideration, whether monetary or non-monetary, payable or to be provided under or in connection with this document is exclusive of GST ('**GST-exclusive consideration**').
- (c) If GST is payable on a supply made under or in connection with this Agreement, subject to the supplier first giving the recipient a tax invoice in respect of the supply, the recipient must pay to the supplier an additional amount equal to the amount of GST payable on that supply ('**GST Amount**').
- (d) The GST Amount must be paid in addition to and at the same time and in the same manner (without any set-off or deduction) that the GST-exclusive consideration for the supply is payable or to be provided.
- (e) If an adjustment event arises in respect of a supply made under or in connection with this Agreement, the GST Amount will be recalculated to reflect the adjustment event and an appropriate payment will be made between the parties.
- (f) Where any payment, reimbursement, indemnity or similar payment under this Agreement is based on a cost, expense or other liability, it will be reduced by any input tax credit entitlement in relation to the relevant cost, expense or other liability.



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- (g) This **clause 4** will continue to apply after expiration or termination of this Agreement.

5 Use

- (a) The Storer must use the Space solely for the purpose of storage.
- (b) The Storer must not:
- (i) carry on any business or other activity, including residing, dwelling or loitering, in the Space;
 - (ii) keep any animals, whether living or deceased, in the Space;
 - (iii) store or use any damp, odorous or perishable goods or substances in the Space; or
 - (iv) use, or allow the use of, the Space for an illegal or, in ARS's reasonable opinion, immoral or offensive purpose.
- (c) The Storer warrants and represents to ARS that, as at the Start Date and at all times during the Term:
- (i) the Storer is aware of each Stored Item; and
 - (ii) the Storer is entitled, at law, to deal with, or authorise ARS to deal with, each Stored Item as contemplated by this Agreement.
- (d) The Storer acknowledges and agrees that, as at the Start Date and at all times during the Term:
- (i) ARS is not and cannot be deemed to be aware, or in possession, of any Stored Item; and
 - (ii) ARS is neither a bailee nor a warehouseperson of the Stored Items.
- (e) The Storer must comply with:
- (i) any law;
 - (ii) the requirements of any authority; and
 - (iii) requirements which ARS reasonably believes are necessary to ensure compliance with any law or the requirements of any authority.
- (f) If ARS reasonably believes that the Storer is in breach of **clause 5(e)**, ARS may, at the Storer's risk and cost:
- (i) contact and cooperate with the relevant authority; and
 - (ii) permit the relevant authority to access the Space and retrieve any Stored Item from the Space.

- (g) The Storer must keep the Space:
- (i) in good repair; and
 - (ii) clean, tidy and free of rubbish at all times.
- (h) If ARS, in its reasonable opinion, considers that the Storer has failed to comply with **clause 5(g)**:
- (i) ARS may, at the Storer's cost, clean the Space; and
 - (ii) the Storer must, on demand, pay to ARS the Cleaning Fee in consideration for ARS having cleaned the Space.
- (i) The Storer must not:
- (i) carry out any works or alterations, including affixing nails or screws, to the Space, the Common Areas or the Facility;
 - (ii) damage the Space, the Common Areas or the Facility; or
 - (iii) obstruct the Common Areas or any part of the Facility.
- (j) The Storer must not store or use any Dangerous Goods / Hazardous Substances in the Space.
- (k) If ARS reasonably believes that any Stored Item is a Dangerous Good / Hazardous Substance, ARS may, after reasonable prior written notice to the Storer, dispose of that Stored Item. ARS is not required to:
- (i) assess, handle, itemise or otherwise sort each such Stored Item; or
 - (ii) open or empty bags or boxes containing each such Stored Item,
- prior to effecting a disposal pursuant to this **clause 5(k)**.
- (l) The Storer must comply with all health and safety notices and rules of the Facility as may be publicly posted at the Facility or otherwise notified to the Storer by ARS.
- (m) ARS may, at the Storer's risk and cost, dispose of, remove from the Facility, sell or store any good, possession or other item of personal property owned by the Storer and left unattended in the Common Areas or the Facility.
- (n) The Storer must not store any good, possession or other item of personal property in the Space with a value of \$2,000 or more, unless any such goods, possessions or other items of personal property are itemised and insured for their full insurable value.



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- (o) It is the Storer's responsibility to organise insurance for the Stored Items.
- (p) The Storer must keep the Space secure at all times.
- (q) If, in ARS's reasonable opinion, the Storer fails to keep the Space secure:
 - (i) ARS may, at the Storer's cost, apply a lock to the Space and post a key for that lock to the Storer; and
 - (ii) the Storer must not apply a lock to the Space in ARS's overlocking position but, if the Storer does so, ARS may, at the Storer's cost, remove the Storer's lock by force.

6 Storer's access

- (a) Subject to **clause 6(e)**, the Storer may access the Space and the Common Areas during the Access Hours.
- (b) ARS grants to the Storer the right to use the Common Areas, in common with other persons, for the purpose only of access to, and egress from, the Space during the Term.
- (c) The Storer must:
 - (i) comply with each direction that ARS gives to the Storer about the Storer's use of the Common Areas;
 - (ii) not leave any of the Storer's goods, possessions or other items of personal property or rubbish in the Common Areas; and
 - (iii) not interfere with, or obstruct other persons from using, the Common Areas.
- (d) ARS may:
 - (i) carry out works and alterations to the Common Areas;
 - (ii) redevelop or refurbish the Common Areas; and
 - (iii) change the location of the Common Areas.
- (e) The Storer must provide notice to ARS before using the Common Areas to access the Space outside of Access Hours. The Storer agrees and acknowledges that ARS may charge a fee for access outside of Access Hours.
- (f) The Storer agrees and acknowledges that ARS may restrict access to the Space or the Facility:
 - (i) if this restriction is required by law or the requirement of an authority; or

- (ii) due to riots, civil disturbance or demonstrations, or any other cause that, in the reasonable opinion of ARS, endangers or may endanger the Space, the Facility or any person or property in or nearby the Space or the Facility.

7 Security under Agreement

- (a) The Storer must, on or before the Start Date, pay to ARS the Deposit.
- (b) ARS must, within one month after the End Date or earlier termination of this Agreement, return to the Storer any part of the Deposit that was not used by ARS for set-off under **clause 8(a)(i)**.
- (c) ARS claims a contractual lien in respect of the Stored Items, until ARS receives from the Storer a payment for any amount payable by the Storer to ARS under this Agreement.

8 Default Action

- (a) If ARS reasonably believes that the Storer has breached an obligation under this Agreement (or **clause 12(b)(ii)** applies), ARS may, by written notice to the Storer with immediate effect:
 - (i) set-off the Deposit, in whole or in part, against any loss incurred by ARS as a result of the Storer's breach; and
 - (ii) to the extent that the Deposit does not compensate ARS against any loss incurred by ARS as a result of the Storer's breach, take possession of any Stored Item for the purpose of:
 - (A) subject to **clause 14(c)**, selling, on such terms as determined by ARS in its absolute discretion, that Stored Item and setting-off the sale proceeds against any loss incurred by ARS as a result of the Storer's breach; or
 - (B) if ARS has terminated this Agreement pursuant to **clause 12** and, in ARS's reasonable opinion, that Stored Item is unsaleable or of insufficient value to warrant a formal sale process, disposing of that Stored Item,

(each being a 'Default Action').
- (b) If ARS is entitled to take a Default Action and there is another agreement on foot between the parties in respect of a part of the Facility:
 - (i) the Storer is deemed to be in default; and



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- (ii) without limitation, ARS is entitled to carry out an equivalent default action against the Storer's deposit or the Storer's property,

under that other agreement.

- (c) If, after ARS has sold one or more Stored Items pursuant to **clause 8(a)(ii)(A)**, the revenue from the sale exceeds the loss incurred by ARS as a result of the Storer's breach, ARS must, within six months after the date of that sale, return those excess funds to the Storer.
- (d) If ARS is, after taking reasonable steps, unable to locate the Storer, ARS may return any excess funds to the public trustee or a similar authority in satisfaction of its obligation under **clause 8(c)**.
- (e) The Storer acknowledges and agrees that any Default Action taken under **clause 8(a)** (and any notice given in connection with such Default Action) is fair and reasonable and not unconscionable.
- (f) This **clause 8** survives termination of this Agreement.

9 Release and reimbursement

- (a) The Storer enters and uses the Space, the Common Areas and the Facility at the Storer's own risk.
- (b) Without limitation, the Storer bears the risk of:
 - (i) any and all damage to the Stored Items caused by flood, fire, leakage or overflow of water, mildew, mould, heat, spillage of material, the delivery and removal of the Stored Items, pest and vermin and any other reason whatsoever;
 - (ii) theft of the Stored Items from the Space or the Facility; and
 - (iii) deterioration of the Stored Items in the Space or the Facility.
- (c) The Storer is responsible for any loss or damage caused by a third party who enters the Space or the Facility at the request or direction of the Storer or whose entry was facilitated by any act or omission of the Storer.
- (d) The Storer has satisfied itself that the Space and the Facility are sufficient for the Storer's purpose.
- (e) The Storer releases ARS from any claim which the Storer may have against ARS in connection with the Storer's occupation and use of the Space, the Common Areas and the Facility.
- (f) The Storer is liable for and must reimburse ARS for any loss that ARS may be or becomes

or would, except for this **clause 9(f)**, have been liable for and that is contributed to or arises out of or in connection with:

- (i) the Storer's or its invitees' use of the Space, the Common Areas and the Facility; or
 - (ii) the Storer's act, omission, default or negligence or the act, omission or negligence of its invitees.
- (g) It is not necessary for ARS to incur any expense or make any payment before enforcing this right of reimbursement.

10 ARS's rights

- (a) ARS may carry out any works, whether for the purpose of repair and maintenance, alterations, redevelopment or extensions or any other reason, in respect of the Common Areas and the Facility.
- (b) ARS may, if ARS is carrying out works in respect of the Common Areas or the Facility, temporarily suspend the Storer's access to and use of those areas, in whole or in part, as reasonably required by ARS.
- (c) ARS may, at the Storer's cost, do anything which the Storer should have done under this Agreement but which:
 - (i) the Storer has not done; or
 - (ii) in ARS's reasonable opinion, the Storer has not done properly.
- (d) Subject to **clause 10(e)**, ARS may, at reasonable times and after reasonable prior written notice, enter the Space for the purpose of:
 - (i) viewing the state of repair of the Space;
 - (ii) carrying out repairs, renovations, maintenance or alterations to the Space that ARS, in its discretion, considers to be necessary;
 - (iii) comply with any laws or the requirements of any authority; and
 - (iv) exercising ARS's rights under **clause 10(c)**.
- (e) ARS may, at any time and without notice, enter the Space in the event of an emergency.
- (f) ARS may use CCTV cameras, microprobes or other surveillance equipment to view the outside of the Space.
- (g) ARS may:
 - (i) rely on any auidial, visual or audio-visual footage obtained by ARS pursuant to



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clause 10(f) to evidence a breach by the Storer of this Agreement; and

- (ii) if ARS reasonably believes that the Storer has contravened a law or the requirement of any authority, provide copies of any audial, visual or audio-visual footage obtained by ARS pursuant to **clause 10(f)** to the relevant authority.

11 Damage and destruction

- (a) In this **clause 11**, 'Destruction Event' includes a fire, flood, earthquake or other event that is beyond ARS's control.
- (b) If a Destruction Event occurs:
 - (i) the Storer must comply with ARS's reasonable directions and all directions from any government department, law enforcement agency or insurer; and
 - (ii) ARS may take all actions that ARS, in its reasonable opinion, considers to be reasonably necessary or desirable, including complying with directions from any government department, law enforcement agency or insurer, and suspending this Agreement and the parties' rights and obligations under this Agreement for up to 30 days to allow ARS to assess and repair any damage to the Facility as a result of the Destruction Event.
- (c) Subject to **clause 11(d)**, if a Stored Item is, due to a Destruction Event, severely damaged or rendered dangerous to the Facility or persons in the Facility, ARS may, at the Storer's risk and cost, dispose of, remove from the Space, sell or store that Stored Item.
- (d) ARS must, prior to dealing with any Stored Item pursuant to **clause 11(c)** but only if practicable in the circumstances, provide the Storer with an opportunity to retrieve the damaged or dangerous Stored Item.
- (e) ARS may, by written notice to the Storer, terminate this Agreement in the event that a Destruction Event occurs and, in ARS's reasonable opinion, that Destruction Event:
 - (i) renders the Facility or the Space hazardous or dangerous to the Storer, other persons or storage spaces in the Facility, the Stored Items or other goods in the Facility, ARS or the Facility;
 - (ii) prevents ARS from performing its obligations under this Agreement for not less than 14 days; or

- (iii) requires the emptying of the Stored Items from the Space.

- (f) If ARS terminates this Agreement pursuant to **clause 11(e)**, ARS may, in its absolute discretion, offer to the Storer the right to use an alternative storage space elsewhere in the Facility.

12 Default

- (a) If the Storer:
 - (i) becomes bankrupt or insolvent; or
 - (ii) breaches an obligation under this Agreement (excluding its obligation to pay the Storage Fee under **clause 2**),

ARS may serve the Storer with a notice specifying the details of the Storer's breach, and if the breach:
 - (iii) can be remedied, requiring the Storer to remedy the breach; or
 - (iv) cannot be remedied but ARS can be compensated, requiring the Storer to pay to ARS reasonable compensation for the non-compliance,

within a time of not less than 14 days after service of this notice.
- (b) If the Storer breaches the Storer's obligation to pay the Storage Fee under **clause 2**, ARS may serve the Storer with a notice specifying the details of the Storer's breach and requiring the Storer to remedy the breach within a time of not less than 14 days after service of this notice, and may:
 - (i) by written notice to the Storer with immediate effect terminate this Agreement if the Storer fails to comply with the notice under this **clause 12(b)** within the time specified in that notice; and
 - (ii) exercise its rights under **clause 8(a)**.
- (c) If the Storer:
 - (i) repudiates this Agreement;
 - (ii) breaches an obligation under this Agreement (excluding its obligation to pay the Storage Fee under **clause 2**) and the breach cannot be remedied or compensated; or
 - (iii) fails to comply with a notice under **clause 12(a)** within the time specified in that notice (or, if no time is specified, within a reasonable time),



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ARS may, by written notice to the Storer with immediate effect, terminate this Agreement.

- (d) If ARS terminates this Agreement under this **clause 12**, the Storer indemnifies ARS against any cost (whether arising before or after termination) in connection with the Storer's breach of this Agreement or the termination of this Agreement.
- (e) ARS's failure to exercise ARS's rights or delay in exercising ARS's rights arising from the Storer's breach is not a waiver of that default.
- (f) The demand or acceptance from the Storer of any overdue payment does not prevent ARS from exercising or enforcing ARS's other rights under this Agreement.
- (g) The Storer's liability for any outstanding moneys, property damage, personal injury or death, environmental damage and legal responsibility under this Agreement survive the termination of this Agreement.
- (h) ARS may engage with the Alternative Contact Person if the Storer:
 - (i) repudiates this Agreement and ARS has served the Storer with written notice of this repudiation; or
 - (ii) becomes deceased.
- (i) If **clause 12(h)** applies, ARS may permit the Alternative Contact Person to retrieve the Stored Items from the Space.

13 Early termination rights

- (a) If ARS reasonably believes that the Storer has done something illegal, antisocial, environmentally harmful, offensive or threatening in connection with the Space, ARS may, by written notice to the Storer with immediate effect, terminate this Agreement.
- (b) The parties acknowledge and agree that ARS's termination rights under **clause 13(a)** are:
 - (i) the subject of an arm's length commercial agreement between the parties; and
 - (ii) neither associated with the Storer's default under this Agreement nor governed by the requirements of **clause 12** or the law.

14 End of Term

- (a) When this Agreement expires or terminates, the Storer must:
 - (i) leave the Space in the condition required under this Agreement;

- (ii) remove the Stored Items from the Space and make good any damage as a result of such removal; and
 - (iii) return to ARS any access card, key or other device held by the Storer in respect of the Space or the Facility.
- (b) Subject to **clause 14(c)**, if the Storer fails to perform any obligation required under **clause 14(a)**, the Storer must pay to ARS, as a liquidated debt payable on demand, any cost incurred by ARS in performing that obligation or removing, storing or disposing of the Stored Items. The Storer acknowledges and provides consent to ARS to remove, store or dispose of the Stored Items.
 - (c) ARS must comply with all laws relating to the sale of goods.
 - (d) ARS may advertise in any newspaper the sale of the Stored Items.

15 Notices

- (a) A notice given by a party under this Agreement must be in writing and may be served on a party:
 - (i) by hand-delivery to a party or a party's address;
 - (ii) posted to the address of a party;
 - (iii) by SMS to a party's mobile phone number; or
 - (iv) by email to a party's email address.
- (b) A notice is taken to be served:
 - (i) if the notice is delivered personally to a party or left at the party's address, at the time of delivery;
 - (ii) if the notice is sent by post, on the fourth Business Day after posting;
 - (iii) if the notice is sent by SMS or email and the sender does not receive an automated response indicating that the notice has not been sent or received or the recipient is out of office, at the time of the SMS or email; and
 - (iv) if a notice is served on a day that is not a Business Day or after 5.00 pm on a Business Day, the next Business Day.
- (c) If a notice is served multiple times, the notice is taken to have been served at the time and in the place that the notice was first served.
- (d) If the Storer is comprised of more than one person, a notice served by ARS on any person comprising the Storer is deemed to have been served on all persons comprising the Storer.



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- (e) The Storer must, by written notice, promptly inform ARS of any change of address, email address or mobile phone number of the Storer or the Alternative Contact Person by no later than 48 hours after this change occurs.

16 Liability cap

- (a) The Storer acknowledges and agrees that ARS's liability to the Storer under this Agreement is, to the extent permitted by law, limited to an amount equal to the total Storage Fee actually paid by the Storer to ARS under this Agreement.
- (b) This **clause 16** is:
 - (i) a continuing limitation that is separate from the other terms of this Agreement; and
 - (ii) survives termination of this Agreement.

17 Privacy

- (a) In this **clause 17**, 'Personal Information' has the meaning given to that term in the *Privacy Act 1988* (Cth).
- (b) ARS may:
 - (i) collect information about the Storer and the Alternative Contact Person, including the Storer's and Alternative Contact Person's Personal Information, to assist in the provision of storage to the Storer, maintaining the Storer's account and ARS's enforcement of this Agreement in any way; and
 - (ii) disclose any information about the Storer, including the Storer's Personal Information, to government departments and law enforcement agencies; any person who can demonstrate, to ARS's reasonable satisfaction, a legal or equitable interest in the Stored Items; liquidators, administrators or other persons appointed to administer the Storer's financial affairs; debt collecting services; credit reporting and identity verification agencies (including StorerCheck); and the Alternative Contact Person.
- (c) The Storer warrants and represents that the Storer:
 - (i) has the right to disclose information to ARS about the Alternative Contact Person, including the Alternative Contact Person's Personal Information; and
 - (ii) has informed the Alternative Contact Person that the Storer has made the

disclosures contemplated by this **clause 17**.

- (d) The Alternative Contact Person may access and correct the information held by ARS in respect of the Alternative Contact Person in the same manner as the Storer.

18 Limitation of ARS's liability

- (a) The Storer acknowledges that the Trustee is entering into this Agreement as trustee of the Trust and not in any other capacity.
- (b) The Trustee is not liable to the Storer or any other person in any capacity other than as trustee of the Trust.
- (c) A liability of the Trustee to the Storer arising under or in connection with this Agreement is limited to and can be enforced by the Storer against the Trustee only to the extent to which:
 - (i) it can be satisfied out of any property of the Trust; and
 - (ii) the Trustee is indemnified for that liability out of the assets of the Trust.

This limitation of the Trustee's liability applies despite any other provision of this Agreement and extends to all liabilities and obligations of the Trustee in any way connected with any representation, warranty, conduct, omission, non-contractual liabilities or obligations, agreement or transaction related to, or arising out of or in connection with, this Agreement.

- (d) The limitation in **clause 18(c)** does not apply to any liability of the Trustee to the extent that the liability is not satisfied because the extent of the Trustee's right to be indemnified out of the assets of the Trust has been reduced under the terms of the deed governing the Trust as a result of the Trustee's fraud.
- (e) The Storer may not:
 - (i) sue the Trustee personally or in any capacity other than as trustee of the Trust;
 - (ii) seek the appointment of a receiver (except in relation to property of the Trust), a liquidator, a provisional liquidator, an administrator or any other similar person to the Trustee; or
 - (iii) prove in any liquidation, administration or equivalent arrangement of or affecting the Trustee (except in relation to the property of the Trust).
- (f) The Storer waives its rights and releases the Trustee from any personal liability in respect



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of any loss which the Storer may suffer as a consequence of a failure of the Trustee to perform its obligations under this Agreement, which cannot be paid or satisfied out of any property held by the Trustee.

- (g) The Trustee is not obliged to do or refrain from doing anything under this Agreement (including incur any liabilities or entering into any contracts) unless the Trustee's liability is limited in the same manner as set out in this **clause 18**.
- (h) This **clause 18** applies despite any other provision in this Agreement or any law to the contrary and extends to all liabilities and obligations of the Trustee in any way connected with any representations, warranty, conduct, omission, agreement or transaction in relation to this Agreement. In the event of any inconsistency, this **clause 18** prevails.
- (i) This **clause 18** survives termination.
- (j) In this **clause 18**:
 - (i) 'Trust' means Mark Yates Property Trust; and
 - (ii) 'Trustee' means Mark Ryan Yates.

19 General

- (a) Any provision of this Agreement that would otherwise be invalid must be read down to any extent necessary to be valid. If that is not possible, the provision must be severed. All other provisions of this Agreement are unaffected.
- (b) A provision of this Agreement must not be construed to the disadvantage of a party merely because that party was responsible for including that provision in this Agreement or that provision benefits that party.
- (c) In this Agreement, unless the contrary intention appears:
 - (i) a clause, party or schedule is a clause of or a party or schedule to this Agreement;
 - (ii) an item is an item in the **schedule**; and
 - (iii) 'includes' or 'including' or similar words do not limit what else might be included.
- (d) This Agreement records the entire contract between the parties as to its subject matter.
- (e) The laws in South Australia govern this Agreement. Each party submits to the exclusive jurisdiction of the courts of South Australia and the Federal Court of Australia (Adelaide Registry).

- (f) The rights and obligations under this Agreement:
 - (i) are, unless otherwise stated, not conferred upon a person who is not a party; and
 - (ii) can be amended only by the written agreement of all parties.
- (g) Each party must bear their own costs in relation to the negotiation, preparation and execution of this Agreement.
- (h) The Storer's rights and obligations under this Agreement are personal and cannot be assigned without the consent of ARS. ARS may assign its rights and obligations under this Agreement at any time without the consent of the Storer.
- (i) Rights and remedies expressed in this Agreement are not exhaustive and the existence or exercise by ARS of any right or remedy afforded to it under this Agreement is additional to and without prejudice to ARS's rights and remedies under the general law.
- (j) Despite anything to the contrary in this Agreement, ARS is not in default of a remediable breach of this Agreement unless the Storer has served written notice of the breach to ARS and ARS has failed to remedy the breach within a reasonable time after receipt of the notice.
- (k) If this Agreement requires the Storer to do something, unless this Agreement specifically provides otherwise, the Storer must do that thing at the Storer's own cost.
- (l) Each obligation in this Agreement to reimburse another party is:
 - (i) a continuing obligation that is separate from the other obligations of a party; and
 - (ii) survives termination of this Agreement.

20 Dictionary

In this Agreement:

- (a) 'Access Hours' means the hours described in item 6;
- (b) 'Alternative Contact Person' means the person described in item 3;
- (c) 'Business Day' means any day that is not a Saturday, Sunday or public holiday in South Australia;
- (d) 'Cleaning Fee' means the amount specified in item 10(b);



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- (e) **'Common Areas'** means those parts of the Facility which ARS makes available for common use from time to time;
- (f) **'Dangerous Goods / Hazardous Substances'** means hazardous, flammable, corrosive, dangerous or explosive goods or substances;
- (g) **'Default Action'** has the meaning given to that term in **clause 8(a)**;
- (h) **'Deposit'** means the amount specified in item 9;
- (i) **'End Date'** means the last day of the Term;
- (j) **'Facility'** means the storage facility described in item 5;
- (k) **'GST'** has the meaning given in the GST Law;
- (l) **'GST-exclusive consideration'** has the meaning given to that term in **clause 4(b)**;
- (m) **'GST Law'** has the meaning given to that term in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) or, if that Act does not exist for any reason, means any Act imposing or relating to the imposition or administration of a goods and services tax in Australia and any regulation made under that Act;
- (n) **'Late Fee'** means the amount specified in item 10(c);
- (o) **'ARS'** means the person described in item 1;
- (p) **'Space'** means the storage space at the Facility described in item 4;
- (q) **'Start Date'** means the date specified in item 7;
- (r) **'Storage Fee'** means the amount specified in item 10(a);
- (s) **'Stored Items'** means goods, possessions and other items of personal property stored from time to time in the Space;
- (t) **'Storer'** means the person described in item 2; and
- (u) **'Term'** means the term of this Agreement described in item 8.