

David Lyons trading as

Lyons Storage Solutions ABN 37 512 243 958

16 Transport Drive Brocklehurst 2830

Phone: 0490 178 745

PO Box 6205 Dubbo 2830

Email: admin@lyonsstorage.com.au

STORER:

Mr/Ms/Mrs Last Name..... First Name.....

Home Address:

Postcode.....

Phone No: Home..... Mobile.....

Work.....

Email Address:.....

Drivers Licence No:..... Expiry Date

Alternate Contact Person:.....

Phone No:

CHANGE OF ADDRESS/ CONTACT DETAILS MUST BE NOTIFIED TO US

IMMEDIATELY

STORAGE DETAILS

Description of Caravan / RV/Trailer/Boat/Cars

Make:

Model:

Registration No:

Deposit \$118.80 GST Inclusive Storage Fee \$29.70 GST Inclusive Per week
Late Payment Fee \$11.00

ALL Caravans/RV/Trailers/Boats/Cars **MUST** be insured at all **TIMES** and a copy of the insurance lodged for our files before being stored.

ALL gas bottles AND batteries to be removed or disconnected when unit is in storage.

Units to be left secured, windows and doors closed and locked when in storage.

No major repairs may be carried out within the storage area.

If a unit is being collected by a third party for repairs or sale, we will require written authorisation beforehand.

A secure numberplate must be attached for identification purposes.

One month's notice is required to terminate this agreement.

Inspection of stored vehicle with Storer prior to them leaving premises.

Signed..... (Customer) Date.....

Signed..... For and on behalf of Lyons Storage Solutions

Date.....

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5L Transport Drive
Dubbo 2830

TERMS AND CONDITIONS

- **Goods are stored at your own risk and we recommend you have insurance over your goods.**
 - **You are promising Lyons Storage Solutions you have the right to deal with the goods you are storing here.**
 - **You must not store dangerous, illegal, stolen, perishable, harmful or explosive goods.**
 - **If you fail to comply with this agreement or pay the fees, Lyons Storage Solutions may refuse you access, and/or seize and sell your goods.**
 - **To the extent permitted by law, Lyons Storage Solutions will not accept liability for the loss or damage of any goods stored on the premises.**
1. The Storer promises Lyons Storage Solutions (LSS) that they know what they are storing and that they own and/or have the right to deal with the goods being stored.
 2. The Storer promises LSS the goods are safe to store and that they are not hazardous, flammable, explosive, harmful or a risk to any property or person.
 3. If LSS becomes aware that you have stored flammable, explosive, harmful or risky goods, and LSS considers they pose a risk to property, the environment or human life, LSS may access those goods for the purposes of either rendering them safe, or if they cannot in the opinion of LSS be rendered safe, disposing of them. The Storer is aware that LSS may access the goods in this way. LSS will then give the Storer notice they have taken this emergency action.
 4. The Storer promises LSS the goods are not stolen, illegal or perishable and they are not irreplaceable, they do not contain currency, paintings, works of art or other items of either a sentimental or unique value.
 5. The Storer promises to pay the storage fee in monthly in advance through-out the period of storage. Arrangements can be made to pay fortnightly or weekly. You must clearly identify any payment you make. If you are late to pay the storage fee, a late payment fee will apply. The late payment fee is \$11 per week for each week late your payment is. If LSS incurs costs in pursuing to pay your fees, which may include the costs of postage, telephone, debt collection and/or legal action, you must also pay those fees.
 6. If your storage fees or any other money you owe under this agreement goes unpaid for 6 weeks (42 days) after they are due, then LSS may retain the deposit, take possession of the goods and/or sell or dispose of your goods. If you are in default, LSS will provide you with Notice at least 14 days before it takes possession of the goods. The Notice will be sent to the last contact address LSS has for you. If you change your address, email address or phone number(s), you must notify LSS. After a reasonable period of time, to allow the store to rectify the default, if you have not rectified the default then you have given your consent and authority to LSS to sell and dispose of your goods. From the sale proceeds, LSS may deduct the outstanding fees owed to them, including any enforcement costs, before remitting to you any balance.

7. If on taking possession of the goods, LSS determines they cannot be sold for any reason, or they fail to sell, LSS may dispose of the goods by any means.
8. If this agreement is terminated and the goods are not removed within 7 days, then LSS may dispose of the goods by any means they see fit.
9. If you have not paid your storage fees, LSS may refuse you access to the facility.
10. LSS is not liable for any loss you may suffer as a result of being unable to access the facility.
11. LSS may relocate your goods within the facility.
12. If your goods become so damaged by fire, flood or another event that they are a danger to the facility, people or other Storer and/or their goods, LSS may dispose of them. Where possible, LSS will arrange for you to inspect them first.
13. LSS has obligations under consumer law, including the obligation to act with due care and skill. Otherwise and to the extent permitted by law, your goods are stored at your risk. You are responsible for theft, damage to and deterioration of the goods, and you bear the risk of damage caused by flood, fire, water, mildew, heat, spillage, pest, vermin or any other reason.
14. Where loss, injury or damage is caused by the Storer, the Storer agrees to indemnify and keep LSS indemnified for any loss or damage to property, injury or death, either to the Storer, other customers, visitors or staff of LSS.
15. If LSS believes you are not complying with any laws in respect to goods stored on the premises, including criminal laws, bankruptcy laws and environmental laws, LSS may take such action as is necessary, including co-operating with relevant authorities, allowing the authorities to remove those goods, disposing of the goods or removing the goods at the Storer's expense.
16. Where LSS has said it will give notice, it may do so by email or SMS, or by posting it or faxing it to the Storer's address. It is the Storer's responsibility to ensure that LSS has current contact details for the Storer. If LSS cannot contact you, they are deemed to have given notice if they sent a message to the last email, SMS, postal or fax address they had for you. If there is more than one Storer, LSS only needs to give notice to one storer.
17. After the expiry of the fixed period, either party may terminate this agreement, with a month's notice. LSS may terminate this agreement without notice at any time if it believes the Storer has brought illegal or unsafe goods to the premises.