



## **Storage Terms and Conditions:**

### **1. Fees**

The storage fees are invoiced and payable monthly in advance. They are due within 7 days of invoicing from Eastern Caravans. If you fail to pay any or all of the amounts payable to you under these terms and conditions, by the date such amounts are due, Eastern Caravans reserves the right to charge interest at a rate of 2% per annum above the rate set by the Penalty Interest Rate Act (Vic) calculated daily on the amount outstanding from the date the amount was due until the date the amount is paid.

### **2. Insurance**

The client must have insurance for the goods for their full replacement value and for their storage at the premises with any rights of subrogation of the relevant insurer waived as against Eastern Caravans and its insurers. Eastern Caravans are not liable for any damage or stolen goods from the premises. The client must provide a certificate of currency listing the premises as evidence of the insurance over the goods. This must be provided each year upon payment of the annual invoice.

Eastern Caravans are not liable for any damage or stolen goods from the premises.

### **3. Outstanding Payment**

If payment is failed to be made within 60 days of the invoice, Eastern Caravans may give you 14 days notice of its intention to sell any or all of the goods at your cost, by public auction or private treaty. If all of the amounts outstanding are not paid within the period specified in the notice, Eastern Caravans may apply the net proceeds of any such sale to the amounts outstanding and return the balance of the proceeds, if any to you less an administration fee of \$1,000.

### **4. Termination**

Eastern Caravans or the client may terminate the storage period by giving the other party 30 days written notice.

Eastern Caravans may immediately terminate the storage period by giving written notice if you breach these terms and conditions and fail to remedy the breach within 7 days of receiving written notice from Eastern Caravans to remedy the breach.

On expiry or termination of the storage period you must immediately pay Eastern Caravans all amounts owing. If the storage period is terminated by you or Eastern Caravans you must also pay the charges from the date of the termination until the end of the storage period.

## 5. Notices

All notices must be in writing and given by email or registered post to the addresses of the parties set out in the invoice or to the address designated by a party by written notice.

## 6. Warranties

You warrant that: -

- You have the authority to enter into this agreement –
- You are the beneficial owner of the goods or have the authority of the beneficial owner of the goods to deal with the goods in accordance with these terms and conditions –
- The goods are not stolen and have not been illegally obtained, and are not the subject of any court order, judgment, writ of execution, proceeding or dispute –
- You will comply with all laws in connection with the goods –
- Eastern Caravans has not made any warranty or representation as to the suitability of the premises (whether because of its location, facilities or temperature) for the storage services or any equipment or material used in connection with the storage services –
- The goods are not and do not contain: live animals or organisms, substances which are dangerous, hazardous, illegal, noxious, corrosive, explosive, suffocating, inflammable or in any other way dangerous to a persons health or safety or property or any thing or substance which may encourage any vermin or pests.

## 7. Storage Requirements:

The storage facility is for caravans, camper trailers and motorhomes only.