

# Terms and Conditions:

## Insurance

As a client you are responsible for the insurance of the stored vehicle, the goods and items in the vehicle, for a minimum of the replacement value and for the entire period it is stored with Victorian Caravan Storage. Victorian Caravan Storage and their insurers and owners and directors will not be liable in any way for damage, theft or any loss incurred to the vehicle.

## Fees

Storage fees are to be paid monthly and paid one month in advance. They are calculated from the date of vehicle arrival pro-rata to the end of the month and are to be paid one month in advance after that. Fees are to be debited as per method on Direct Debit Authority forms or are invoiced and payable 7 days from date of invoice. Annual storage fees are payable 7 days from date of invoice and are paid 12 months in advance. Invoices for servicing or mechanical repairs are payable before the vehicle leaves the Victorian Caravan Storage business premises. If a customer is being charged at a discounted rate but fails to store their vehicle for the required duration of that deal then Victorian Caravan Storage have the right to charge the standard rate per month for the duration the vehicle was in storage with Victorian Caravan Storage.

If failure to meet payment obligations under these terms and conditions, Victorian Caravan Storage reserves the right to charge interest at 2% per annum above the rate set by the Penalty Interest Rate Act (Victoria) calculated daily on the amount outstanding from the date the amount was due until the date the amount is paid.

## Outstanding Payment

Failure to make a payment within 60 days of invoice date, Victorian Caravan Storage 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, Victorian Caravan Storage 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 \$1000.

## Termination

Victorian Caravan Storage or the customer may terminate the storage agreement with 30 days written notice.

Victorian Caravan Storage may immediately terminate the storage agreement 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 Victorian Caravan Storage to remedy the breach.

On expiry or termination of the storage period you must immediately pay Victorian Caravan Storage all amounts owing.

If the storage agreement is terminated by either party, you must also pay charges from the date of the termination until the end of the storage period.

## Notices

All notices must be in writing and given by personal service, postal service or email to the address set out in the invoice.

## Warranties

You warrant that:

- You are the owner of the goods or have the authority of the 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.
- The goods are not and do not contain: live animals, substances which are dangerous, hazardous, illegal, noxious, corrosive, explosive, suffocating, flammable or in any other way dangerous to a persons health or safety or property or substances which may encouraged vermin or pests.
- Victorian Caravan Storage 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.
- You have the authority to enter into this agreement.