

SCHEDULE OF CLIENT/PROPERTY DETAILS (“Schedule”)

DATE	
NAME	
E-MAIL ADDRESS	
RESIDENTIAL ADDRESS	
POSTAL ADDRESS	
PHONE NUMBER: (Home)	
PHONE NUMBER: (Mobile)	
DRIVER LICENCE NUMBER	
BOAT/CAR REGO	
TRAILER REGO	
BOAT NAME	
PIN/CUSTOMER NUMBER	
MONTHLY/ANNUAL STORAGE FEE	
NOTES	

Dear Client,

Please note that liability for any loss whatsoever, remains with the owner of the boat, car or other item identified and their individual insurance company.

Accordingly, Redbank Boat Storage is indemnified at all times and in all circumstances against loss from, or claims by the undersigned, Customers, their agents or underwriters.

Please read the terms and conditions below before signing.

I acknowledge and agree to be bound by the following terms and conditions in relation to storage of my boat, car or other item at Redbank Boat Storage facility.

TERMS AND CONDITIONS

GENERAL

1. I _____, the Customer, declare that I am the owner of the boat, car or other item identified in the Schedule OR I am authorised by the owner of this item on the application form to enter into this storage arrangement.
2. The facility is to be used solely for the storage of the item(s) listed in the Schedule and not for any other item, thing or any activity or purpose.

COST

3. The Customer agrees to pay the storage fee, being the amount stated in the Schedule or the amount notified to the Customer in writing by Redbank Boat Storage from time to time. The storage fee is payable in advance and it is the Customer's responsibility to ensure that payment is made directly to Redbank Boat storage, on time, in full, throughout the period of storage.
4. The Customer:
 - 4.1. Acknowledges that Redbank Boat Storage may vary these terms and conditions and the rates payable for storage at any time without notice to the Customer; and
 - 4.2. Agrees to be bound by such changes on and from the time of that change. Redbank Boat Storage will not however, increase the rates during a term for which the Customer has prepaid.

RISK AND RESPONSIBILITY

5. The Customer acknowledges that:
 - 5.1. Any item stored is done so entirely at its own risk;
 - 5.2. Entry into the facility is at its own risk; and
 - 5.3. That Redbank Boat Storage has no liability in tort or contract or otherwise (including negligence) for:
 - 5.3.1. Any act or omission be it whether deliberate, negligent or otherwise and whether by itself, it's officers or agents;
 - 5.3.2. Any act or omission by any third party (including other users of the compound whether deliberate, negligent or otherwise and whether by itself, its officers, servants or agents).

6. The Customer agrees:
 - 6.1. That it is responsible for parking and removing its boat, trailer, car and any other item, and will use all due care and skill in doing so;
 - 6.2. That they are responsible for any cyclone tie down, and for securing their boat, car and any other item stored in the compound; and
 - 6.3. To indemnify Redbank Boat Storage in relation to any and all claims against it for loss, damage and expense sustained by any person arising out of any act or omission by it (including any legal costs incurred in defending such claim).

ACCESS AND CONDITIONS

7. All storage sites must be kept clean and tidy at all times and free of fuel, paints and rubbish.
8. The Customer acknowledges and agrees that:
 - 8.1. Children are not permitted within the compound unless strictly supervised by a parent;
 - 8.2. Intoxicated persons are not permitted within the facility;
 - 8.3. Disposal of oils/greases, fuel and rubbish is the responsibility of the Customer and is not to be left in the compound. All spills must be thoroughly cleaned up immediately; and
 - 8.4. They are aware that the Privacy Act 2000 may prevent Redbank Boat Storage from disclosing personal information about them without the Customer's approval and authorise Redbank Boat Storage to provide personal details to persons who it considers, in its absolute discretion, to have a claim against the Customer.
9. Redbank Boat Storage retains the right to require the Customer and any person accompanying the Customer to immediately leave the facility and remove all items for breach of these conditions.

DEFAULT

10. The Customer:
 - 10.1. Acknowledges that, in the event of the storage fee, or any other monies owing under this Agreement, not being paid in full within 30 days of the due date, Redbank Boat Storage may, without further notice, sell or dispose of any car, boat or other item in the Facility on such terms as the owners of Redbank Boat Storage shall determine; and
 - 10.2. Authorizes the sale or disposal of the items regardless of their nature or value.

11. Redbank Boat Storage reserves the right to recover from the Customer the costs of default on the part of the Customer, including any costs associated with disposal or sale of the car, boat or other item, if the sale proceeds of the item are insufficient to cover the outstanding storage fees and the costs of removal.
12. If, in the opinion of Redbank Boat Storage, a defaulting Customer's car, boat or other item is not saleable, fails to sell when offered for sale, or is not of sufficient value to warrant the expense of attempting to sell, the Customer acknowledges that Redbank Boat Storage may dispose of the car, boat or other item in any manner it thinks fit, having previously given the Customer seven (7) days notice of its intention to do so by way of posting such notice to the Customer at the residential address or email addresses provided in the Schedule.

TERMINATION

13. When any agreed initial fixed period of storage has ended, either party may terminate this Agreement by written notice.
14. In the event of illegal or environmentally harmful activities being undertaken by the Customer, Redbank Boat storage may terminate the Agreement upon seven (7) days notice in writing to the Customer at its email and/or residential address provided in the Schedule. If Redbank Boat Storage determines that such illegal or environmentally harmful activities, in its sole discretion, constitute an emergency it may terminate the agreement without notice to the Customer.
15. Upon termination the Customer must remove all items from the Lot and leave the Lot in a clean condition to the satisfaction of Redbank Boat Storage. The Customer must pay any outstanding monies and any expenses on default or other monies owed to Redbank Boat Storage up to the date of termination. Any calculation of outstanding fees will be by Redbank Boat Storage and such calculation will be final.
16. The Customer's liability for outstanding fees, property damage, personal injury and environmental damage under this Agreement continues beyond the termination of this Agreement.

I have read, acknowledge and accept all the terms and conditions on this form.

Signature

Name

Date