**APPLICATION FOR STORAGE SPACE BAY**

**CLASSIC CAR CLUBHOUSE**

**ABN XXX XXX XXX**

**NAME:**

**STREET ADDRESS:**

**VEHICLE:**

**REGISTRATION PLATE:**

**PHONE:**

**EMAIL:**

**REGISTRATION OF ROAD VEHICLE USED TO VISIT:**

**Classic Car Clubhouse Storage Bay Terms and Conditions**

You agree to rent a storage space on the following terms from us:-

1. You will sign the attached direct debit form for payment of fees for storage.
2. You are responsible for your own insurance (and notifying your insurer of terms of the storage), from the date of commencement specified in the Schedule until termination.
3. This agreement will continue until notified in writing by either party to the other on fourteen (14) days notice, and your goods have left the premises.
4. Rental will be as set out in the Schedule, but may be altered by fourteen (14) days notice from time to time.
5. If you choose to do any work on site, you will be responsible for that work and any loss, damage or injury which arises from it.
6. You will be responsible for the escape of any nuisance or other item capable of causing damage (noise, explosion, flying debris or the like), and the associated damage that that may cause.
7. You will also be responsible for any loss damage or injury caused by actions taken by or those who enter through your authority, which allow a security breach on the property.
8. This site is not intended nor can it be used as a workplace or a worksite. No work of a kind which might fall into this category is permitted on the site.
9. You will take all reasonable care not interfere with the quiet enjoyment of adjacent occupants on, or neighbours of the site.
10. You cannot make excessive noise (musical, automotive or otherwise), on the site.
11. As a condition of your rental, you will have the non-exclusive right to use the communal areas on the site, subject to keeping the area clean and to the direction to the onsite manager, and any of the owner’s authorised agents, and subject to any clubhouse rules created from time to time.
12. Your minimum tenancy period is eight (8) weeks. If not terminated by either party in writing at the conclusion of that term, the term will automatically be extended for another eight (8) weeks.
13. On termination of the agreement by either party, you will remain liable for rental until the space is completely empty and the floor swept clean. Your rental liability continues until this is achieved to our satisfaction.
14. At our option, we may clear out the space and any items left on the space at the time when your rental stops being paid, or this agreement terminates whichever is chosen by us, any items remaining will be deemed abandoned, and may be sold by us, or discarded if we deem them to be of no commercial value and the cost recovered will be offset against outstanding rent or the costs recovery. We reserve the right to hold these items outside without weather cover. You will be responsible for any loss, damage or deterioration caused by such storage.
15. You cannot store any illegal, flammable, inflammable, explosive or other dangerous item on the site.

**No dickheads**

15. If we in our absolute discretion form the view that you are-

1. Being disruptive;
2. Not following the rules;
3. Damaging everyone else’s enjoyment on the site;
4. Causing us significant extra cost, risk or effort,

we may form the view that you are a Dickhead.

If we form the view that you are a Dickhead then we may by notice in writing terminate this Agreement with immediate effect, and the Termination Fee will be immediately payable.

**Disclaimer**

16. We will not be responsible for any loss or damage which occurs on site to your equipment, vehicle or other items stored, under any circumstances whatsoever. All reasonable efforts will be made to keep the site secure, but you acknowledge that there are other users on the site, and that we are not responsible for their actions, nor for monitoring of your items.

You are not permitted to alter the premises in any way, at any time and no verbal authority to that effect will be acknowledges, nor is such an authority enforceable.

**Disposal of Uncollected Goods Act 1967**

**Notice**

17. Pursuant to the above Act take notice that where goods are accepted or held here where we accept goods for inspection, custody, storage, repair or other treatment, such acceptance is subject to the Act, and that the Act confers on Us a right of sale exercisable in certain circumstances after an interval not less than 6 months from the date on which the goods are ready for re-delivery.

18. you will continue to be responsible for rental of the space taken up by these goods until they leave the premises.

19. notwithstanding, if you are in arrears at any time you irrevocably authorise us to:

 19.1 remove and store outside at your risk, any item on the premises; and

 19.2 if the arrears continue for more than 30 days, to sell any items on site an set those sale proceeds off against any arrears.

**Access**

If at any time you are in arrears or breach of this agreement, we reserve the right to refuse you entry to the premises until such arrears or breach are remedied.

Occupant Name:

Your Mobile number authorised for access:

Card number: \_ \_ \_ \_ - \_ \_ \_ \_ - \_ \_ \_ \_ - \_ \_ \_ \_

Name on card: ……………………………………….

Expiry date: \_ \_ / \_ \_

Amount: $98.00 plus gst

Termination Fee: $250.00

Period: Weekly

Signature: ……………………………………....

Date of first payment \_ \_ / \_ \_ / 2023

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SIGNED:

DATE: