



## **TERMS AND CONDITIONS**

The Owner and the Guarantor (if applicable) acknowledge and agree that the stored vehicle described in the Storage Summary to which these Terms and Conditions are attached (Storage Summary) and the goods and items in the vehicle (together stored items) will be stored by The Cave Bendigo on and subject to the following Terms and Conditions.

### **Insurance**

As the Owner you are responsible for the insurance of the stored items which will be at your risk for the entire period during which the stored items are stored with The Cave Bendigo (storage period).

The Cave Bendigo and their insurers, owners and directors will not be liable in any way for damage done by acts of God such as storm, floods, fire as well as vandalism, theft etc.

However, any damage to the stored items during the storage period due to the negligence of The Cave Bendigo will be the responsibility of The Cave Bendigo.

### **Fees**

The Storage Fees described in the Storage Summary (Storage Fees) are to be paid monthly. One month in advance. The Storage Fees are calculated from the date of delivery by you to The Cave Bendigo of the stored items and are to be paid by you within 10 days of receiving an invoice for the Storage Fees.

Storage Fees may be paid by transfer to the Bank Account Number set out in in the Storage Summary via BSB & Account Number or cash directly mailed via security post to The Cave Bendigo P.O.BOX 92 Bendigo Victoria 3552.

All Storage Invoices and any invoices for servicing or mechanical repairs of stored items are to be paid before any of the stored items are removed from the premises of The Cave Bendigo.

If any invoices are not paid as required by these Terms and Conditions, The Cave Bendigo may charge interest at 10% per annum as provided under the Penalty Interest Rates Act 1983 (Victoria) on any overdue amounts calculated daily from the date the amount was due until the date it is paid in full.

### **Outstanding Payments**

If you do not make a payment within 60 days after the date of receipt of an invoice, The Cave Bendigo may give you 10-days written notice of its intention to sell by public auction or private treaty any or all of the stored items which are the subject of the invoice at your cost.

If all of the outstanding amounts are not paid by the end of the 10-days written notice, The Cave Bendigo may sell the stored items described in the notice and apply the proceeds from the sale to pay the amounts due under the invoice, any interest charged by The Cave Bendigo under these Terms and Conditions, all costs of and in relation to the sale of those stored items, including, any auctioneer costs and forward to you any remaining balance of the sale proceeds.

### **Termination**

The Cave Bendigo or you the customer may terminate this Storage Agreement by 14 days written notice to the other. Termination of this Storage Agreement does not entitle you to a refund of any Storage Fees paid by you under this agreement.

***For example:*** a monthly payment is paid on the 1<sup>st</sup> day of January which then secures your storage for the month until the 1<sup>st</sup> day of February. If you were to terminate this Agreement on the 2<sup>nd</sup> day of January, you will not receive a refund of any portion of that payment.

The Cave Bendigo may immediately terminate this Agreement by written notice to you if you breach these Terms and Conditions and you fail to remedy the breach within 14 days of receiving the written notice.

On the date of termination, you must immediately pay The Cave Bendigo all amounts you owe to it including any interest claimed by it.

If this Agreement is terminated by either party, you must also pay The Cave Bendigo Storage Fees and any other charges payable by you under this Agreement from the date of the termination until you remove all the stored items from The Cave Bendigo's premises.

### **Notices**

All written notices must be served by either hand delivery, express post or email to applicable address set out in the Storage Summary.

### **Loose items**

You are not to leave any loose items such as bikes, camp chairs and- tables etc. Outside of a stored vehicle. All such items must be placed and remained inside a stored vehicle.

## **Warranties**

You acknowledge and warrant that:

- You are the owner of the stored items or have the authority of the owner of the stored items to make a concerning the stored items as required by these Terms and Conditions.
- The stored items have not been illegally obtained and are not the subject of any court order, judgement, writ of execution, proceeding or dispute.
- You will comply with all laws applicable to the stored items.
- The stored items do not contain live animals, substances which are dangerous, hazardous, illegal, noxious, corrosive, explosive, suffocating ,flammable or in any other way dangerous to a person's health, safety or property which may encourage vermin or pests.
- The Cave Bendigo 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 that it has agreed to provide to you or any equipment or material used in connection with those storage services.
- You have the authority to enter into this agreement.

## **Standard storage fees**

You acknowledge and agree that if you remove the stored vehicle from The Cave Bendigo's storage facility for an extended period, you may reserve your position in the facility only subject to the continuation of and you complying with your obligations under this agreement, including, prompt payment by you of all Storage Fees and other fees payable by you under this agreement.

<b>Caravan Storage Price Guide</b>	
Campers and caravans up to 13 ft	\$90 + GST per month
Campers and caravans from 13ft- 16ft	\$100 + GST per month
Campers and caravans from 16ft- 19ft	\$110 + GST per month
Campers and caravans from 19ft- 22ft	\$120 + GST per month
Campers and caravans from 22ft- 24ft	\$130 + GST per month
Campers and caravans from 24ft and above	Price agreed upon intake
Boat pricing agreed upon intake	

## **Guarantee**

The Director Guarantor of the Company named in the Storage Summary (Guarantor) in consideration of The Cave Bendigo agreeing to store the stored items of the owner named in the Storage Summary (Owner) at our request for the Storage Fees and upon these Terms and Conditions do for ourselves and our respective executors and administrators jointly and severally covenant with The Cave Bendigo that if at any time default is made in payment of the Storage Fees or interest or any other fees payable by the Owner to The Cave Bendigo under these Terms and Conditions or in the performance or observance of any of these Terms and Conditions by the Owner we will immediately on written demand by The Cave Bendigo pay to it any outstanding Storage Fees or interest or any other fees payable by the Owner and we undertake to keep The Cave Bendigo indemnified against loss of Storage Fees, interest and other amounts payable under these Terms and Conditions and all losses costs charges and expenses which The Cave Bendigo may incur as a result of any default by the Owner under these Terms and Conditions or otherwise.

Signed as an agreement:

Owner(s):

Print Name:

Signature:

Date signed:

Guarantor(s):

Print Name:

Signature:

Date signed:

If you have any questions or need clarification of terms and conditions, please contact us via email : [thecavebendigo@gmail.com](mailto:thecavebendigo@gmail.com) or by phone: 0435 828 015