

## Storage contract G&T Bell trading as Bellsbeads

**Acceptance/Contract:** Upon acceptance by G & T Bell at its registered office in Victor Harbor, South Australia, the Customer Service Agreement becomes a binding contract between the Customer and G & T Bell. This will include provision of services outlined in the agreement which include storage, transportation, freight, inventory control, sale of packaging materials and any other related service and/or product. G & T Bell's acceptance of the agreement is expressly limited to and conditioned upon the Customer's assent to the terms and conditions listed herein. The Customer's execution of the agreement and/or acceptance of any service and/or products detailed shall constitute the Customer's acceptance of the terms and conditions, and the exclusion of any terms and conditions otherwise stated by the Customer, or contained in the Customer's purchase documents, or correspondences which conflict with or limit the terms and conditions fixed herein.

**Prices:** Quoted prices are subject to change by G & T Bell prior to acceptance of the agreement. After G & T Bell's acceptance of the agreement, prices are subject to change for any service or sale of item(s) yet to be provided/delivered. The Customer agrees to pay any taxes and/or duties resulting from this agreement.

**Service Provision:** G & T Bell will begin provision of the storage services outlined in the agreement upon receipt of the first month payment and a security deposit equivalent to a one-month storage fee. This security deposit will either be refunded at the time of cancellation or expiration of the contract, or adjusted against any further payments due for services provided but not charged for within the agreement. The agreement does not construe a lease or rental agreement.

**Storage Payment:** The payment structure will be outlined in the Customer Service Agreement and may take the form of a single payment for the entire duration of the agreement, or monthly payments made either by bank transfer automatic payment, or by "mail order" credit card authorization. One month's storage fee will be payable as a security deposit at the time of commencement of the agreement, along with payment for the first month of storage. Payments are required at the first day of each month of storage. Charges and penalties are applicable to any returned cheques or declined credit card payments, which will be AUD10.00 in addition to any bank charges.

**Non-payment:** Failure to pay for the services provided for a period of thirty (30) days will result in ownership of the property stored in the storage unit being transferred to G & T Bell, for disposal, sale, or any other action deemed necessary to recover any outstanding balance from the Customer. G & T Bell will have no obligation whatsoever to disclose information concerning action taken if any, and may still take necessary legal measures to obtain payment for services provided from the Customer.

## Storage services

**Storage contents:** The Customer undertakes that he or she is the legal owner of the items being stored or is otherwise authorized to execute the Customer Service Agreement of behalf of the lawful owner. Items being stored must be packaged suitably for storage purposes, and must not be prone to fire, leakage, moisture, foul smell, contamination, or explosion. All goods must be stored inside the designated area. Food or perishable items and animals or live creatures may not be stored. Hazardous goods as described by our insurers are expressly forbidden (a copy of the relevant clause will be provided upon Customer request). The Customer undertakes not to store items directly or indirectly in violation of the laws of Australia. G & T Bell will not be liable or responsible for any violation of this clause by the Customer, and may if necessary remove items from storage if deemed as high risk, or if requested to do so by the local authorities.

**Access to storage:** The Customer will be provided with an access code that allows access to the storage facility. The Customer undertakes not to provide this code to another party, failure to keep the code private will result in a re-coding fee of \$AUD200, and indemnifies G & T Bell from any removal of items and/or theft resulting from loss of an access code. If the Customer wishes to authorize a third party access to the storage facility they may do so by providing a request in writing to G & T Bell. Customers are responsible for any actions of people and equipment they invite on to the premises. Individual storage units are locked by a padlock belonging to G & T Bell. Although an access control system has been installed to allow the Customer twenty-four hour access to the storage facility, G & T Bell will not accept any liability for inability to access the facility outside of normal working hours resulting from system failure or for any other reason whatsoever.

**Insurance:** Items stored in the storage facility are at the sole risk and expense of the Customer, who is responsible to arrange appropriate insurance cover. The Customer may request that G & T Bell arrange insurance on their behalf in which case they will be governed by the terms, conditions and exclusions of the master policy, which can be provided to the Customer upon specific request. Where G & T Bell has been asked to arrange insurance on behalf of the Customer, the Customer is responsible for insuring that descriptions of the items being stored and the total value is accurate and up to date.

**Cancellation:** Either the Customer or G & T Bell may cancel the agreement in writing with 30 days notice to the other party. The Customer will be responsible for payment of the fees for one month from acceptance. If the Customer does not claim the items being stored within one month after the notice period, G & T Bell will take action as described in the paragraph on non-payment above.

**Controlling Law:** This contract shall be governed and construed under the laws of Australia. The Customer agrees that any legal action to enforce the contract must be brought in the courts of Australia. The latest version of this document can be found at [www.bellss.com](http://www.bellss.com) Version 4 05/02/2012

