

Welcome to Roomia. We're excited to provide you with a flexible storage solution that meets your needs! Before you start using our facility, we want to ensure that you are aware of our terms of service. We've done our best to make them as clear and easy to understand as possible but if you have any questions, please do not hesitate to reach out to one of our on-site team members.

Agreed terms

1 Definitions

In this Lease, these capitalised terms have the following meanings:

Alternative Contact Person	The person described in Item 5 .
Building	The building erected on the Land in respect of which the Premises forms all or part.
Building Hours	The building hours described in Item 6 .
Business Day	Any day except a bank or public holiday in the State or a Saturday or a Sunday.
Cleaning Fee	The amount described in Item 11 .
Commencing Date	The date specified in Item 7 .
Common Areas	Those parts of the Building which the Landlord makes available for common use from time to time.
Dangerous Goods / Hazardous Substances	Hazardous, flammable, corrosive, dangerous or explosive goods or substances.
Default Action	Has the meaning given to that term in clause Error! Reference source not found..
Deposit	The amount specified in Item 9 .
Duty	All stamp duty or like duties or imposts and includes any fine, interest or penalty.
Expiry Date	The date that is one month after the Commencing Date (as varied from time to time under clause 2.3).
GST	Has the same meaning under the GST Law.
GST Law	Has the same meaning given to that expression in the <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth) or, if that Act does not exist for any reason, means any Act imposing or relating to the imposition or administration of a goods and services tax in Australia and any regulation made under that Act.
GST- exclusive consideration	Has the meaning given to that term in clause 5(c) .
Land	The land described in Item 1 and any other land the Landlord uses with the Land.
Landlord	The person described in Item 3 and, where relevant, includes the Landlord's assigns and successors.
Landlord's Agent	An agent, contractor, employee or invitee of the Landlord.
Late Payment Fee	The amount described in Item 12 .
Permitted Use	Storage of the Tenant's Property.
Premises	The premises described in Item 2 .
Rent	The amount described in Item 10 .
State	The state or territory of the Commonwealth of Australia in which the Land is located.
Tenant	The person described in Item 4 .
Tenant's Property	Goods, possessions and other items of personal property owned by the Tenant and, from time to time, stored at the Premises.
Term	The period of time described in Item 8 .

2 Grant of lease

2.1 Grant

The Landlord grants to the Tenant a lease for exclusive possession of the Premises for the Term on the terms and conditions contained in this Lease.

2.2 Equitable lease

The parties acknowledge and agree that:

- (a) this Lease is an equitable lease only; and
- (b) this Lease will not be registered on the title of the Land.

2.3 Automatic extension

Subject to **clause 2.4**, this Lease will, immediately after the Expiry Date, be automatically extended for a further month and the Term and the Expiry Date will be deemed to be varied to include the extended term.

2.4 Termination for convenience

A party may, one month after the Commencement Date, and by not less than fourteen days' written notice to the other party, terminate this Lease.

3 Rent

3.1 Payment of Rent

- (a) The Tenant must, on or before the Commencing Date and the first day of each month, pay to the Landlord the Rent.
- (b) If necessary, the Landlord and Tenant must apportion the Rent on a daily basis.

3.2 Variations to Rent

The Landlord may, in its absolute discretion by not less than one month's written notice to the Tenant, vary the Rent.

4 Payment

4.1 Payments

The Tenant must pay money payable to the Landlord under this Lease:

- (a) on or before the date that the payment is due or, if this Lease does not specify a particular date for payment, within five Business Days of demand by the Landlord;
- (b) without set-off, counter-claim, withholding or deduction;
- (c) to the Landlord or as the Landlord reasonably directs; and
- (d) if the Landlord requires, by direct credit to the Landlord's nominated bank account.

4.2 Pre-payments

- (a) The Landlord may, from time to time, accept a payment by the Tenant under this Lease that, at time of payment, exceeds the



amount actually due and payable by the Tenant to the Landlord under this Lease.

- (b) Any payment accepted by the Landlord under **clause 4.2(a)** may be drawn down upon by the Landlord in lieu of receiving other money payable by the Tenant to the Landlord under this Lease.
- (c) Acceptance by the Landlord of any payment under **clause 4.2(a)** does not entitle the Tenant to any extension of the Term or renewal of this Lease.

4.3 Unidentified payments

- (a) No amount paid by direct credit or direct debit will be credited to the Tenant's account under this Lease, unless the Tenant identifies the payment clearly and in the manner reasonably directed by the Landlord.
- (b) The Tenant releases the Landlord from any claim in respect of this Lease or at law caused or contributed to by the Tenant's failure to make a payment in accordance with the requirements of this **clause 4**.

4.4 Duty

- (a) The Tenant, as between the parties, is liable for, must pay and indemnify the Landlord for Duty payable or assessed on or in connection with this Lease.
- (b) If a party other than the Tenant pays any Duty referred to in **clause 4.4(a)** in whole or in part, the Tenant must reimburse the paying party without set-off or deduction immediately on demand.

4.5 Other costs

The Tenant must reimburse the Landlord for any costs incurred by the Landlord in respect of:

- (a) registration fees in connection with this Lease (if any);
- (b) considering any application by the Tenant for the Landlord's consent under this Lease;
- (c) supervising and reviewing anything done, being done or that ought to have been done by the Lessee under this Lease;
- (d) exercising or preserving, or attempting to exercise or preserve, any right against the Tenant at law or under this Lease;
- (e) collecting late or unpaid monies under this Lease; and
- (f) paying emergency or security service call-out fees where the Building's alarm systems are triggered by the Tenant.

4.6 Late fees

If the Tenant does not pay any money payable to the Landlord under this Lease on time, the Tenant must, on demand, pay to the Landlord the Late Fee.

5 GST

- (a) Unless the context requires otherwise, words and expressions which are not defined in this Lease but which have a defined meaning the GST Law have the same meaning as in the GST Law.
- (b) Unless expressly stated otherwise, all consideration, whether monetary or non-monetary, payable or to be provided under or in connection with this document is exclusive of GST (**GST-exclusive consideration**).
- (c) If:
 - (i) GST is payable on a supply made under or in connection with this Lease; and
 - (ii) subject to the supplier first giving the recipient a tax invoice in respect of the supply,the recipient must pay to the supplier, an additional amount equal to the amount of GST payable on that supply (**GST Amount**).
- (d) The GST Amount must be paid in addition to and at the same time and in the same manner (without any set-off or deduction) that the GST-exclusive consideration for the supply is payable or to be provided.
- (e) If an adjustment event arises in respect of a supply made under or in connection with this Lease, the GST Amount will be recalculated to reflect the adjustment event and an appropriate payment will be made between the parties.

- (f) Where any payment, reimbursement, indemnity or similar payment under this Lease is based on a cost, expense or other liability, it shall be reduced by any input tax credit entitlement in relation to the relevant cost, expense or other liability.
- (g) This **clause 5** does not merge on completion and will continue to apply after expiration or termination of this Lease.

6 Use

6.1 Permitted Use

- (a) The Tenant may only use the Premises for the Permitted Use.
- (b) The Tenant must not:
 - (i) keep any animals, whether living or deceased, in the Premises;
 - (ii) store or use any damp, odorous or perishable goods or substances in the Premises; or
 - (iii) use, or allow the use of, the Premises for an illegal or, in the Landlord's reasonable opinion, immoral or offensive purpose.

6.2 Responsibility for Tenant's Property

- (a) The Tenant warrants and represents to the Landlord that, as at the Commencing Date and at all times during the Term:
 - (i) the Tenant is aware of each item of Tenant's Property being stored in the Premises; and
 - (ii) the Tenant is entitled, at law, to:
 - (A) deal with the Tenant's Property; or
 - (B) authorise the Landlord to deal with the Tenant's Property,as contemplated by this Lease.
- (b) The Tenant acknowledges and agrees that, as at the Commencing Date and at all times during the Term:
 - (i) the Landlord and the Landlord's Agents are not and cannot be deemed to be:
 - (A) aware of any item of Tenant's Property being stored in the Premises; or
 - (B) in possession of the Tenant's Property; and
 - (ii) the Landlord and the Landlord's Agents are neither bailees nor warehousepersons of the Tenant's Property.

6.3 Compliance with law

- (a) The Tenant must comply with:
 - (i) any law;
 - (ii) the requirements of any authority; and
 - (iii) requirements which the Landlord reasonably believes are necessary to ensure compliance with any law or the requirements of any authority,relating to the Tenant's use of the Premises.
- (b) If the Landlord reasonably believes that the Tenant is in breach of **clause 6.3(a)**, the Landlord or the Landlord's Agent may, at the Tenant's risk and cost:
 - (i) contact and cooperate with the relevant authority;
 - (ii) permit the relevant authority to access the Premises and retrieve any item of Tenant's Property from the Premises.

6.4 Manager

- (a) The Landlord may, from time to time, appoint a manager in respect of the Building to act on behalf of the Landlord.
- (b) The Tenant must comply with the directions of any manager appointed by the Landlord pursuant to **clause 6.4(a)**, unless the Tenant has received a notice revoking that manager's appointment.

6.5 No warranty

- (a) The Landlord gives no warranty as to the suitability of the Premises for the Permitted Use or any other use.
- (b) The Tenant accepts this Lease subject to any prohibitions or restrictions on the use of the Premises under any law or requirement of any authority.

6.6 Clean and tidy

- (a) The Tenant must keep the Premises:
 - (i) in good repair; and
 - (ii) clean, tidy and free of rubbish at all times.



- (b) If the Landlord, in its reasonable opinion, considers that the Tenant has failed to comply with **clause 6.6(a)**:
- (i) the Landlord may, at the Tenant's cost, clean the Premises; and
 - (ii) the Tenant must, on demand, pay to the Landlord the Cleaning Fee in consideration for the Landlord having cleaned the Premises.

6.7 Alterations, damage and obstructions

The Tenant must not:

- (a) carry out any works or alterations, including affixing nails or screws, to the Premises, the Common Areas or the Building;
- (b) damage the Premises, the Common Areas or the Building; or
- (c) obstruct the Common Areas or any part of the Building.

6.8 Health and safety

- (a) The Tenant must not store or use any Dangerous Goods / Hazardous Substances in the Premises.
- (b) If the Landlord reasonably believes that any item of the Tenant's Property is a Dangerous Good / Hazardous Substance:
 - (i) the Landlord may, after reasonable prior written notice to the Tenant, dispose of that item of Tenant's Property;
 - (ii) the Landlord is not required to:
 - (A) assess, handle, itemise or otherwise sort each such item of Tenant's Property; or
 - (B) open or empty bags or boxes containing each such item of Tenant's Property,prior to effecting a disposal pursuant to **clause 6.8(b)(i)**.
- (c) The Tenant must comply with all health and safety notices and rules of the Building as may be publicly posted at the Building or otherwise notified to the Tenant by the Landlord.

6.9 Abandoned goods

The Landlord may, at the Tenant's risk and cost, dispose of, remove from the Premises, sell or store any good, possession or other item of personal property owned by the Tenant and left unattended in the Common Areas, the Building or the Land.

6.10 Tenant's Property exceeding \$2,000.00

The Tenant must not store any good, possession or other item of personal property in the Premises with a value of \$2,000.00 or more, unless any such goods, possessions or other items of personal property are itemised and insured for their full insurable value.

6.11 Security of Premises

- (a) The Tenant must keep the Premises secure at all times.
- (b) If, in the Landlord's reasonable opinion, the Tenant fails to keep the Premises secure:
 - (i) the Landlord may, at the Tenant's cost, apply a lock to the Premises and post a key for that lock to the Tenant; and
 - (ii) the Tenant must not apply a lock to the Premises in the Landlord's overlocking position but, if the Tenant does so, the Landlord may, at the Tenant's cost, remove the Tenant's lock by force.

7 Tenant's access

7.1 General access

Subject to **clause 7.3**, the Tenant may access the Premises and the Common Areas 24 hours per day seven days per week.

7.2 Common Areas

- (a) The Landlord grants to the Tenant the right to use the Common Areas, in common with other persons, for the purpose only of access to, and egress from the Premises, during the Term.
- (b) The Tenant must:
 - (i) comply with each direction that the Landlord gives to the Tenant about the Tenant's use of the Common Areas;
 - (ii) not leave any of the Tenant's goods, possessions or other items of personal property or rubbish in the Common Areas; and
 - (iii) not interfere with, or obstruct other persons from using, the Common Areas.
- (c) The Landlord may:

- (i) carry out works and alterations to the Common Areas;
- (ii) redevelop or refurbish the Common Areas; and
- (iii) change the location of the Common Areas.

7.3 Outside of Building Hours

The Tenant must provide notice to the Landlord before using the Common Areas to access the Premises outside of Building Hours. The Tenant agrees and acknowledges that the Landlord may charge a fee for access outside of Building Hours.

7.4 Restricted access

The Tenant agrees and acknowledges that the Landlord may restrict access to the Premises or the Building:

- (a) if this restriction is required by law or the requirement of an authority; or
- (b) due to:
 - (i) riots, civil disturbance or demonstrations; or
 - (ii) any other cause that, in the reasonable opinion of the Landlord, endangers or may endanger the Premises, the Building or any person or property in or nearby the Premises or the Building.

8 Insurance

It is the Tenant's responsibility to organise insurance for the Tenant's Property.

9 Security under Lease

9.1 Deposit

- (a) The Tenant must, on or before the Commencing Date, pay to the Landlord the Deposit.
- (b) The Landlord must, within one month after the Expiry Date or earlier termination of this Lease, return to the Tenant any part of the Deposit that was not used by the Landlord for set-off under **clause 9.3(a)**.

9.2 Contractual lien

The Landlord claims a contractual lien in respect of the Tenant's Property, until the Landlord receives from the Tenant a payment for any amount payable by the Tenant to the Landlord under this Lease.

9.3 Default Action

If the Landlord reasonably believes that the Tenant has breached an obligation under this Lease, the Landlord may, by written notice to the Tenant with immediate effect:

- (a) set-off the Deposit, in whole or in part, against any loss incurred by the Landlord as a result of the Tenant's breach; and
- (b) to the extent that the Deposit does not compensate the Landlord against any loss incurred by the Landlord as result of the Tenant's breach take possession of any item of Tenant's Property for the purpose of:
 - (i) subject to **clause** Error! Reference source not found., selling, on such terms as determined by the Landlord in its absolute discretion, that item of Tenant's Property and set-off the sales proceeds against any loss incurred by the Landlord as a result of the Tenant's breach; or
 - (ii) if the Landlord has terminated this Lease pursuant to **clause 17.1** and, in the Landlord's reasonable opinion, that item of Tenant's Property is unsaleable or of insufficient value to warrant a formal sale process, disposing of that item of Tenant's Property,(each being a **Default Action**).

9.4 Default Action under other leases

If the Landlord is entitled to carry out a Default Action under this Lease and there is another lease on foot between the parties in respect of a part of the Building:

- (a) the Tenant is deemed to be in default; and
- (b) without limitation, the Landlord is entitled to carry out an equivalent default action against the Tenant's deposit or the Tenant's property, under that other lease.

9.5 Excess funds



- (a) If, after the Landlord has sold one or more items of the Tenant's Property pursuant to **clause 9.3(b)(i)**, the revenue from the sale exceeds the loss incurred by the Landlord as a result of the Tenant's breach, the Landlord must, within six months after the date of that sale, return those excess funds to the Tenant.
- (b) If the Landlord is, after taking reasonable steps, unable to locate the Tenant, the Landlord may return any excess funds to the public trustee or a similar authority in satisfaction of its obligation under **clause 9.5(a)**.

9.6 Survival of termination

This **clause 9** survives termination of this Lease.

10 Release and reimbursement

10.1 Tenant's risk

- (a) The Tenant enters the Premises, the Building and the Land and occupies and uses the Premises, the Building and the Land at the Tenant's own risk.
- (b) Without limitation, the Tenant bears the risk of:
 - (i) any and all damage to the Tenant's Property caused by flood, fire, leakage or overflow of water, mildew, mould, heat, spillage of material, the delivery and removal of the Tenant's Property, pest and vermin and any other reason whatsoever;
 - (ii) theft of the Tenant's Property from the Premises or the Building; and
 - (iii) deterioration of Tenant's Property in the Premises or the Building.
- (c) The Tenant is responsible for any loss or damage caused by a third party who enters the Premises or the Building at the request or direction of the Tenant or whose entry was facilitated by any act or omission of the Tenant.
- (d) The Tenant has satisfied itself that the Premises, the Building and the Land are sufficient for the Tenant's purpose.

10.2 Release

The Tenant releases the Landlord from any claim which the Tenant may have against the Landlord in connection with the Tenant's occupation and use of the Premises, the Building and the Land.

10.3 Reimbursement for damage

- (a) The Tenant is liable for and must reimburse the Landlord for any loss that the Landlord may be or becomes or would, except for this **clause 10.3**, have been liable for and that is contributed to or arises out of or in connection with:
 - (i) the Tenant's (or any invitees of the Tenant's) use of the Premises, the Building and the Land; or
 - (ii) the Tenant's act, omission, default or negligence or the act, omission or negligence of its invitees.
- (b) It is not necessary for the Landlord to incur any expense or make any payment before enforcing this right of reimbursement.

11 Dealings

11.1 Assignments, subleases and other dealings

The Tenant must not assign, sublease or otherwise deal with its interest in this Lease or the Premises.

11.2 Mortgages and charges

The Tenant must not grant a mortgage, charge or other security over:

- (a) the Tenant's interest in the Premises or the Tenant's Property; or
- (b) the Tenant's interest under this Lease.

11.3 Caveats

- (a) The Tenant must not, for any reason, lodge or caused to be lodged any caveat against the title to the Land.
- (b) If a caveat is registered on the title to the Land in breach of **clause 11.3(a)**, the Tenant irrevocably grants to the Landlord a power of attorney to, at the Tenant's cost, do all things reasonably required to effect the removal of this caveat from the title to the Land on behalf of the Tenant.

11.4 Landlord sale

If the Landlord deals with the Landlord's interest in the Land so that another person becomes or, upon completion of the dealing, will become the landlord under this Lease:

- (a) the Tenant releases the Landlord from any obligation under this Lease arising after that other person acquires the Landlord's interest in this Lease;
- (b) if requested by the Landlord, the Tenant must enter into a deed of covenant on reasonable terms and in a form prepared by the Landlord; and
- (c) the Landlord may, by notice in writing at any time and with immediate effect, terminate this Lease.

12 Landlord's rights

12.1 Repairs, redevelopment and other works

- (a) The Landlord and the Landlord's Agents may carry out any works, whether for the purpose of repair and maintenance, alterations, redevelopment or extensions or any other reason, in respect of the Common Areas or the Building.
- (b) The Landlord may, if the Landlord or the Landlord's Agents are carrying out works in respect of the Common Areas or the Building, temporarily suspend the Tenant's access to and use of those areas, in whole or in part, as reasonably required by the Landlord.

12.2 Building services

The Landlord or the Landlord's Agents may install, remove, use, maintain, repair, temporarily interrupt, alter, replace or otherwise deal with any of the services to the Building, including any services passing through or serving the Premises.

12.3 Right to rectify

The Landlord or the Landlord's Agents may, at the Tenant's cost, do anything which the Tenant should have done under this Lease but which:

- (a) the Tenant has not done; or
- (b) in the Landlord's reasonable opinion, the Tenant has not done properly.

12.4 Landlord's right of entry

- (a) Subject to **clause 12.4(b)**, the Landlord and the Landlord's Agents may, at reasonable times and after reasonable prior written notice, enter the Premises for the purpose of:
 - (i) viewing the state of repair of the Premises;
 - (ii) carrying out repairs, renovations, maintenance or alterations to the Premises that the Landlord, in its discretion, considers to be necessary;
 - (iii) comply with any laws or the requirements of any authority; and
 - (iv) exercising the Landlord's rights under **clause 12.3**.
- (b) The Landlord and the Landlord's Agents may, at any time and without notice, enter the Premises in the event of an emergency.

12.5 Landlord's right of surveillance

- (a) The Landlord may use CCTV cameras, microprobes or other surveillance equipment to view the outside of the Premises.
- (b) The Landlord may:
 - (i) rely on any aural, visual or audio-visual footage obtained by the Landlord pursuant to **clause 12.5(a)** to evidence a breach by the Tenant of this Lease; and
 - (ii) if the Landlord reasonably believes that the Tenant has contravened a law or the requirement of any authority, provide copies of any aural, visual or audio-visual footage obtained by the Landlord pursuant to **clause 12.5(a)** to the relevant authority.

13 Delivery Service

13.1 Definitions

In this **clause 13**:

- (a) **Courier** means any courier, deliverer or similar person;
- (b) **Delivery Area** means the area in the Building designated by the Landlord from time to time for the receipt and dispatch of goods; and



- (c) **Delivery Service** means a service provided by the Landlord to the Tenant for the receipting and dispatching of goods into and out of the Premises.

13.2 Use of Delivery Area

- (a) The Tenant must:
- (i) not, without the Landlord's prior written consent, use the Delivery Area for the receipt or dispatch of goods; and
 - (ii) when using the Delivery Area, comply with the Landlord's reasonable directions.
- (b) The Tenant must:
- (i) only direct any Courier attending the Building to the Delivery Area.
 - (ii) ensure that goods being receipted into, or dispatched from, the Building must be placed in, or taken from, the Delivery Area by the Courier.
- (c) The Tenant must, as soon as possible after the Tenant's goods have been placed in the Delivery Area, collect those goods.
- (d) If the Tenant's goods are not removed from the Delivery Area within seven days after being placed there:
- (i) the Tenant must pay to the Landlord the Landlord's standard fee (determined by the Landlord in its absolute discretion) until those goods are removed; or
 - (ii) the Landlord may, at the Tenant's cost, return those goods to the sender.
- (e) To the extent that the terms and conditions of this Lease apply to the storage of the Tenant's Property in the Premises, those terms are deemed to also apply to the Tenant's goods being stored, from time to time, in the Delivery Area.
- (f) The Tenant may enjoy the Delivery Area on a fair use basis but, if, in the Landlord's reasonable opinion, the Tenant exceeds fair use of the Delivery Area, the Landlord may require the Tenant to procure from the Landlord the Delivery Service.

13.3 Landlord's rights and responsibilities.

- (a) The Landlord may sign on behalf of the Tenant for goods being receipted or dispatched from the Building.
- (b) Without limitation, the Landlord is not responsible for:
- (i) placing goods in, or taking goods from, the Delivery Area;
 - (ii) checking or securing goods that are receipted into, or dispatched from, the Building; or
 - (iii) the proper packaging of, condition of or any loss or damage to any goods receipted into, or dispatched from, the Building.
- (c) The Landlord and the Landlord's Agents are neither bailees nor warehousepersons of goods that are receipted into, or dispatched from, the Building

13.4 Risk of goods

- (a) The Tenant uses, and stores goods at, the Delivery Area at its own risk and bears the risk of damage or loss to these goods.
- (b) The Tenant acknowledges and agrees that:
- (i) the Delivery Area is not a secure area and the goods are not secure while they are stored at the Delivery Area; and
 - (ii) the Delivery Area may, from time to time, be accessed by the Landlord's staff, Courier personnel or other members of the public.

13.5 Delivery Service

- (a) The Landlord may:
- (i) offer to the Tenant the Delivery Service; or
 - (ii) require the Tenant to procure from the Landlord the Delivery Service pursuant to **clause 13.2(f)**.
- (b) If the Landlord agrees to make the Delivery Service available to the Tenant and the Tenant agrees (or is required) to accept the Delivery Service from the Landlord:
- (i) the parties will enter into a service agreement on the Landlord's standard terms and conditions; and
 - (ii) the Landlord may charge the Landlord's standard fee (as determined by the Landlord, from time to time, in its absolute discretion) for making the Delivery Services available to the Tenant.

14 Goods Handling Equipment

14.1 Definitions

In this **clause 14, Goods Handling Equipment** means forklifts, walking stackers and other goods handling equipment made available by the Landlord, from time to time, to assist the Tenant with accessing and using the Premises.

14.2 Use of Goods Handling Equipment

- (a) The Tenant must not use any item of Goods Handling Equipment, unless the Tenant is experienced with using that particular item of Goods Handling Equipment and has sought consent from the Landlord for the use of Goods Handling Equipment.
- (b) If the Tenant uses any item of Goods Handling Equipment, the Tenant must:
- (i) use that item of Goods Handling Equipment safely; and
 - (ii) comply with all applicable health and safety instructions and directions for use in respect of that item of Goods Handling Equipment.
- (c) The Tenant must not permit any person to use the Goods Handling Equipment on its behalf.
- (d) The Tenant is responsible for:
- (i) damage to the Goods Handling Equipment, the Building or the Premises; and
 - (ii) injury or death to a person, in connection with the Tenant's use of any item of the Goods Handling Equipment.

15 Shipping Containers

15.1 Definitions

In this **clause 15, Shipping Container** means a shipping container or anything of a similar nature to a shipping container.

15.2 Use of Shipping Containers

- (a) The Tenant must not bring into the Building a Shipping Container, unless the Tenant:
- (i) obtains the Landlord's prior written consent; and
 - (ii) provides the Landlord with not less than 24 hours prior written notice of the scheduled delivery and removal times for the Shipping Container.
- (b) The Tenant may only place the Shipping Container in those areas of the Building designated by the Landlord, from time to time, for this purpose.
- (c) The Landlord may, from time to time, relocate the Shipping Container within the Building.
- (d) If the Tenant fails to remove the Shipping Container from the Building by the last day of the Term or earlier date agreed between the parties, the Landlord may, at the Tenant's cost, remove the Shipping Container.
- (e) To the extent that the terms and conditions of this Lease apply to the storage of the Tenant's Property in the Premises and the Landlord's access to the Premises, those terms are deemed to also apply to the Tenant's goods being stored, from time to time, in a Shipping Container and the Landlord's access to that Shipping Container.

16 Damage and destruction

16.1 Definitions

In this **clause 16, Destruction Event** includes a fire, flood, earthquake or other event that is beyond the Landlord's control.

16.2 Occurrence of Destruction Event

If a Destruction Event occurs:

- (a) the Tenant must comply with:
- (i) the Landlord's reasonable directions; and
 - (ii) all directions from any government department, law enforcement agency or insurer; and
- (b) the Landlord may take all actions that the Landlord, in its reasonable opinion, considers to be reasonably necessary or desirable, including:
- (i) complying with directions from any government department, law enforcement agency or insurer; and
 - (ii) suspending this Lease and the parties' rights and obligations under this Lease for a period of up to 30 days



to allow the Landlord to assess and repair any damage to the Building as a result of the Destruction Event.

16.3 Damage to Tenant's Property

- (a) Subject to **clause 16.3(b)**, if an item of the Tenant's Property is, due to a Destruction Event, severely damaged or rendered dangerous to the Building or persons in the Building, the Landlord may, at the Tenant's risk and cost, dispose of, remove from the Premises, sell or store that item of the Tenant's Property.
- (b) The Landlord must, prior to dealing with any item of Tenant's Property pursuant to **clause 16.3(a)** but only if practicable in the circumstances, provide the Tenant with an opportunity to retrieve the damaged or dangerous item of Tenant's Property.

16.4 Termination due to Destruction Event

- (a) The Landlord may, by written notice to the Tenant, terminate this Lease in the event that a Destruction Event occurs and, in the Landlord's reasonable opinion, this Destruction Event:
 - (i) renders the Building or the Premises hazardous or dangerous to the Tenant or other tenants in the Building, the Tenant's Property or other goods in the Building, the Landlord or the Building;
 - (ii) prevents the Landlord from performing its obligations under this Lease for a period of not less than 14 days; or
 - (iii) requires the emptying of the Tenant's Property from the Premises.
- (b) If the Landlord terminates this Lease pursuant to **clause 16.4(a)**, the Landlord may, in its absolute discretion, offer to the Tenant a lease of an alternative premises elsewhere in the Building:

17 Default

17.1 Landlord's right to terminate

- (a) If the Tenant:
 - (i) becomes bankrupt or insolvent; or
 - (ii) breaches an obligation under this Lease (excluding its obligation to pay Rent under **clause 3.1**),
 the Landlord may serve the Tenant with a notice:
 - (iii) specifying the details of the Tenant's breach; and
 - (iv) if the breach:
 - (A) can be remedied, requiring the Tenant to remedy the breach; or
 - (B) cannot be remedied but the Landlord can be compensated, requiring the Tenant to pay to the Landlord reasonable compensation for the non-compliance,
 within a reasonable time of not less than 14 days after service of this notice.
- (b) If the Tenant:
 - (i) repudiates this Lease;
 - (ii) breaches:
 - (A) the Tenant's obligation to pay Rent under **clause 3.1**; or
 - (B) an obligation under this Lease (excluding its obligation to pay Rent under **clause 3.1**) and the breach cannot be remedied or compensated; or
 - (iii) fails to comply with a notice under **clause 17.1(a)** within the time specified in that notice (or, if no time is specified, within a reasonable time),
 the Landlord may, by written notice to the Tenant with immediate effect, terminate this Lease.
- (c) If the Landlord terminates this Lease under this **clause 13**, the Tenant indemnifies the Landlord against any cost (whether arising before or after termination) in connection with the Tenant's breach of this Lease or the termination of this Lease.

17.2 No waiver

- (a) The Landlord's failure to exercise the Landlord's rights or delay in exercising the Landlord's rights arising from the Tenant's breach is not a waiver of that default.

- (b) The demand or acceptance from the Tenant of any overdue payment does not prevent the Landlord from exercising or enforcing the Landlord's other rights under this Lease.

17.3 Survival of termination

The Tenant's liability for any outstanding moneys, property damage, personal injury or death, environmental damage and legal responsibility under this Lease survive the termination of this Lease.

17.4 Alternative Contact Person

- (a) The Landlord may engage with the Alternative Contact Person in the event that:
 - (i) the Tenant repudiates this Lease and the Landlord has served the Tenant with written notice of this repudiation; or
 - (ii) the Tenant becomes deceased.
- (b) If **clause 17.4(a)** applies, the Landlord may, without limitation, permit the Alternative Contact Person to retrieve the Tenant's Property from the Premises.

18 Early termination rights

18.1 Illegal activity

If the Landlord reasonably believes that the Tenant has done something:

- (a) illegal in connection with the Premises; or
 - (b) antisocial, environmentally harmful, offensive or threatening in connection with the Premises,
- the Landlord may, by written notice to the Tenant with immediate effect, terminate this Lease.

18.2 Legal acknowledgements

The parties acknowledge and agree that the Landlord's termination rights under **clause 18.1** are:

- (a) the subject of an arm's length commercial agreement between the parties; and
- (b) neither associated with the Tenant's default under this Lease nor governed by the requirements of **clause 17.1** or the laws of the State.

19 End of Term

- (a) When this Lease expires or terminates, the Tenant must:
 - (i) leave the Premises in the condition required under this Lease;
 - (ii) remove the Tenant's Property from the Premises and make good any damage as a result of such removal; and
 - (iii) return to the Landlord any access card, key or other device held by the Tenant in respect of the Premises or the Building.
- (b) Subject to **clause Error! Reference source not found.**, if the Tenant fails to perform any obligation required under **clause 19(a)**, the Tenant must pay to the Landlord, as a liquidated debt payable on demand, any cost incurred by the Landlord in performing that obligation or removing, storing or disposing of the Tenant's Property. The Tenant acknowledges and provides consent to the Landlord to remove, store or dispose of the Tenant's Property.
- (c) The Landlord is to comply with all laws relating to the sale of goods.
- (d) The Landlord may advertise in any newspaper the sale of the Tenant's Property.

20 Notices

20.1 Service of notices

- (a) A notice given by a party under this Lease must be in writing and may be served on a party:
 - (i) by hand-delivery to a party or a party's address;
 - (ii) posted to the address of a party;
 - (iii) by SMS to a party's mobile phone number; or
 - (iv) by email to a party's email address.
 The parties' addresses for service, mobile phone numbers and email addresses are set out in **Items 3 and 4**.
- (b) A notice is taken to be served on:



- (i) if the notice is delivered personally to a party or left at the party's address, at the time of delivery;
 - (ii) if the notice is sent by post, on the fourth day after posting;
 - (iii) if the notice is sent by SMS or email and the sender does not receive an automated response indicating that the notice has not been sent or received or the recipient is out of office, at the time of the SMS or email;
 - (iv) if a notice is served on a day that is not a Business Day or after 5:00PM on a Business Day, the next Business Day.
- (c) If a notice is served multiple times, the notice is taken to have been served at the time and in the place that the notice was first served.
- (d) If the Tenant is comprised of more than one person, a notice served by the Landlord on any person comprising the Tenant is deemed to have been served on all persons comprising the Tenant.

20.2 Changes to details

The Tenant must, by written notice, promptly inform the Landlord of any change of address, email address or phone number of the Tenant or the Alternative Contact Person by no later than 48 hours after this change has happened.

21 Liability Cap

- (a) The Tenant acknowledges and agrees that the Landlord's liability to the Tenant under this Lease is, to the extent permitted by law, limited to an amount equal to the total Rent actually paid by the Tenant to the Landlord under this Lease.
- (b) This **clause 21** is:
- (i) a continuing limitation that is separate from the other terms of this Lease; and
 - (ii) survives termination of this Lease.

22 Privacy

22.1 Definitions

In this **clause 22, Personal Information** has the meaning given to that term in the *Privacy Act 1988* (Cth).

22.2 Rights to Personal Information

The Landlord may:

- (a) collect information about the Tenant and the Alternative Contact Person, including the Tenant and Alternative Contact Person's Personal Information, to assist in the provision of storage to the Tenant, maintaining the Tenant's account and the Landlord's enforcement of this Lease in any way; and
- (b) disclose any information about the Tenant, including the Tenant's Personal Information, to:
 - (i) government departments and law enforcement agencies;
 - (ii) any person who can demonstrate, to the Landlord's reasonable satisfaction, a legal or equitable interest in the Tenant's Property;
 - (iii) liquidators, administrators or other persons appointed to administer the Tenant's financial affairs;
 - (iv) debt collecting services;
 - (v) credit reporting and identity verification agencies (including, but not limited to, StorerCheck); and
 - (vi) the Alternative Contact Person.

22.3 Warranties regarding Personal Information

- (a) The Tenant warrants and represents that:
- (i) the Tenant has the right to disclose information to the Landlord about the Alternative Contact Person, including the Alternative Contact Person's Personal Information; and
 - (ii) the Tenant has informed the Alternative Contact Person that the Tenant has made the disclosures contemplated by this **clause 22**.
- (b) The Alternative Contact Person may access and correct the information held by the Landlord in respect of the Alternative Contact Person in same manner as the Tenant.

23 Limitation of Landlord's liability

- (a) Each party acknowledges that the Trustee is entering into this Lease as trustee of the Trust and not in any other capacity.
- (b) The Trustee is not liable to the other parties or any other person in any capacity other than as trustee of the relevant Trust.

- (c) A liability of the Trustee to the other parties arising under or in connection with this Lease is limited to and can be enforced by the other parties against the Trustee only to the extent to which:
 - (i) it can be satisfied out of any property of the Trust; and
 - (ii) the Trustee is indemnified for that liability out of the assets of the Trust.

This limitation of the Trustee's liability applies despite any other provision of this Lease and extends to all liabilities and obligations of the Trustee in any way connected with any representation, warranty, conduct, omission, non-contractual liabilities or obligations, agreement or transaction related to, or arising out of or in connection with, this Lease.

- (d) The limitation in **clause 23(c)** does not apply to any liability of the Trustee to the extent that the liability is not satisfied because the extent of the Trustee's right to be indemnified out of the assets of the Trust has been reduced under the terms of the deed governing the Trust as a result of the Trustee's fraud.
- (e) The other parties may not:
 - (i) sue the Trustee personally or in any capacity other than as trustee of the Trust;
 - (ii) seek the appointment of a receiver (except in relation to property of the Trust), a liquidator, a provisional liquidator, an administrator or any other similar person to the Trustee; or
 - (iii) prove in any liquidation, administration or equivalent arrangement of or affecting the Trustee (except in relation to the property of the Trust).
- (f) The other parties waive their rights and release the Trustee from any personal liability in respect of any loss which the other parties may suffer as a consequence of a failure of the Trustee to perform its obligations under this Lease, which cannot be paid or satisfied out of any property held by the Trustee.
- (g) The Trustee is not obliged to do or refrain from doing anything under this Lease (including incur any liabilities or entering into any contracts) unless the Trustee's liability is limited in the same manner as set out in this **clause 22**.
- (h) This **clause 22** applies despite any other provision in this Lease or any law to the contrary and extends to all liabilities and obligations of the Trustee in any way connected with any representations, warranty, conduct, omission, agreement or transaction in relation to this Lease. In the event of any inconsistency, this **clause 22** prevails.
 - (i) This **clause 22** survives termination.
 - (j) In this **clause 22**:
 - (i) **Trust** means SIA Fund 1
 - (ii) **Trustee** means SIA No 1 Pty Ltd

24 General

24.1 Law

- (a) This Lease is governed by the laws of the State.
- (b) The parties acknowledge and agree that:
 - (i) if the Land is located in the State of New South Wales, sections 84, 84A and 85 of the *Conveyancing Act 1919* (NSW) do not apply to this Lease;
 - (ii) if the Land is located in the State of Victoria, section 67 of the *Transfer of Land Act 1958* (Vic) and section 144 of the *Property Law Act 1958* (Vic) do not apply to this Lease; and
 - (iii) if the Land is located in the State of Western Australia, sections 80 and 82 of the *Property Law Act 1969* (WA) do not apply to this Lease.

24.2 Entire agreement

This Lease comprises the whole agreement between the parties in relation to the letting of the Premises and supersedes all previous negotiations, understandings and agreements.

24.3 Severability

- (a) If a term of this Lease, in whole or in part, is illegal, invalid or unenforceable, that term or that part of the term is read down to the extent necessary to give it a valid operation.



- (b) If a term of this Lease, in whole or in part, cannot be read down, that term or that part of the term is deemed to be void and severable and the remainder of this Lease continues to be valid and enforceable.

24.4 Construction

In the interpretation of this Lease, no rule of construction applies to the disadvantage of one party on the basis that that party prepared this Lease.

24.5 Rights and remedies and cumulative

Rights and remedies expressed in this Lease are not exhaustive and the existence or exercise by the Landlord of any right or remedy afforded to it under this Lease is additional to and without prejudice to the Landlord's rights and remedies under the general law.

24.6 Notice before Landlord liable

Despite anything to the contrary in this Lease, the Landlord is not in default of a remediable breach of this Lease unless the Tenant has served written notice of the breach to the Landlord and the Landlord has failed to remedy the breach within a reasonable time after receipt of the notice.

24.7 Tenant's cost

If this Lease requires the Tenant to do something, unless this Lease specifically provides otherwise, the Tenant must do that thing at the Tenant's own cost.

24.8 Survival of reimbursement obligations

Each obligation in this Lease to reimburse another party is:

- (a) a continuing obligation that is separate from the other obligations of a party; and
- (b) survives termination of this Lease.

24.9 Electronic execution

- (a) A party may electronically sign a soft copy of this Lease and by doing so will:
 - (i) bind itself to this Lease; and
 - (ii) satisfy any statutory or other requirements for this lease to be in writing and signed by that party; and
- (b) a soft copy of this Lease executed by all parties will constitute an executed original counterpart and if that document is printed with the parties' electronic signatures appearing that print-out will also constitute an executed original counterpart

24.10 Deed

This Lease is executed as a deed.