

StoreProtect Addendum

The Lease contains a limitation on the Landlord's liability. Subject to any limitations, the Landlord can provide extended liability under StoreProtect for Loss or Damage directly related to the storage services provided.

Please take the time to read the detailed terms in the table below. In particular, 'Exclusions – what StoreProtect does not provide for' as this includes exclusions and restrictions which apply in certain circumstances. **The Tenant can access the Target Market Determination by visiting www.storeprotect-notifications.com/TMD.**

StoreProtect is not an insurance contract. The Landlord is not an insurance company, and does not act as the agent of an insurance company or as the Tenant's agent. StoreProtect gives the Tenant the right to request a claim for repair or replacement of lost or damaged Tenant's Property. The Tenant's claim may not be accepted, and the Tenant may not receive repaired or replaced Property.

Detailed terms	
Definitions	<p>For the purposes of this Addendum, the following definitions shall apply:</p> <ul style="list-style-type: none"> • "ACL" means the Australian Consumer Law set out in Schedule 2 of the <i>Competition and Consumer Act 2010</i> (Cth). • "Claims Administrator" means the company appointed by the Landlord to manage claims under StoreProtect. • "Liability Claim Notification Procedure" means the Liability Claim Notification Procedure conditions set out in this Addendum. • "Loss" or "Damage" means identifiable losses, destruction of or damage to the Tenant's Property while the Tenant's Property is in the Premises that are within the Landlords control or are the Landlords responsibility. • "Maximum Replacement Value" means the sum total of the Replacement Value for all Property stored at any time during the Lease. StoreProtect is not available if the Tenant is storing Property with a Maximum Replacement Value exceeding \$100,000. • "Replacement Value" means the cost of replacing the Tenant's Property stored in the Premises as new, except for: <ul style="list-style-type: none"> ▪ household linen and clothing, where the replacement value allows for the age, quality, degree of use, existing damage and consequent market value; ▪ any Property that cannot be purchased new and beer, wine and spirits, where the replacement value shall be the current market value; and ▪ documents, where the replacement value shall be calculated as the physical cost of replacing the documents and/or cost of reprinting, re-issue and/or reconstitution, but excluding the value of the information contained in the documents. • "StoreProtect" means the extended liability provided by the Landlord as described in this StoreProtect Addendum. • "StoreProtect Charges" means the cost for accepting StoreProtect. <p>Unless a term has been defined above, the Definitions in the Lease will apply. If there is an inconsistency, the definition under the Lease applies.</p>
What does the Tenant receive?	<ul style="list-style-type: none"> • StoreProtect gives the Tenant the right to request a claim for replacement or payment following Loss or Damage to the Tenant's Property caused by a breach of the Landlord's Duty of Care (as defined below) while the Tenant's Property is in the Premises. The rights provided to the Tenant under StoreProtect are additional to the Tenant's rights and remedies under applicable laws, including the ACL. • If the Tenant accepts StoreProtect, the extended liability will commence from the time the Tenant's Property is placed by the Tenant into the Premises and the door is securely locked by the Tenant. StoreProtect ceases immediately upon removal of the Tenant's Property from the Premises. • The Landlord's liability under StoreProtect for Loss or Damage to the Tenant's Property is to be assessed as a sum equivalent to the cost of (a) repair or cleaning or (b) the Replacement Value, whichever is the smaller sum, at the Landlord's option. • Claims are subject to an administration fee of \$100 and this will be deducted from any settlement awarded to the Tenant ("Claims Administration Fee"). • StoreProtect is not available if the Tenant is storing Property with a Maximum Replacement Value exceeding \$100,000.
The Landlord's Obligations under StoreProtect	<ul style="list-style-type: none"> • The Landlord's liability in relation to the Tenant's Property under StoreProtect is extended to that of a reasonably careful person under like circumstances ("Duty of Care"). The Landlord will only be liable if they determine, in their reasonable discretion, that they have caused Loss or Damage to the Tenant's Property following a breach of their Duty of Care. • The Landlord is not liable for any Loss or Damage to the Tenant's Property, however caused, while the Property remains in the Premises or under the Landlord's care, custody or control, unless it is determined that the Loss or Damage resulted from a breach of the Landlord's Duty of Care. • The Landlord is not liable for Loss or Damage if it is determined that Loss or Damage would have been unavoidable regardless of whether the Landlord exercised their Duty of Care.
The Tenant's Responsibility	<p>If the Tenant accepts StoreProtect, it is the Tenant's responsibility to:</p> <ul style="list-style-type: none"> • Complete, and return to the Landlord the Lease with StoreProtect Acceptance which includes the Maximum Replacement Value; • Pay the StoreProtect Charges, set out in the Storage Costs listed in the Lease; • Provide an updated Maximum Replacement Value to the Landlord periodically to ensure the value declared is adequate at all times; and • Comply with the Liability Claim Notification Procedure.

<p>Exclusions – what StoreProtect does not provide for</p>	<p><u>StoreProtect cannot be provided for:</u></p> <ul style="list-style-type: none"> × Tenants storing Property with a Maximum Replacement Value exceeding \$100,000; × any motor car, van, truck, trailer, caravan, boat or other kind of vehicle, including all goods in, and fixed to, that vehicle (“Vehicles“) UNLESS stored inside the Tenant’s allocated Premises; or × alcohol, wine or beer unless it is stored in a temperature, humidity and light-controlled environment. <p><u>Restricted Property under StoreProtect</u></p> <p>StoreProtect protection is not provided for Property worth in excess of the amounts stated below:</p> <ul style="list-style-type: none"> × Jewellery, watches, precious stones, precious metals, and stamps of all kinds exceeding \$1,000 combined total; and × Electronic Items exceeding \$25,000 combined total. “Electronic Items” is defined as all items of consumer and commercial electrical appliances and instruments, including but not limited to televisions, computers, laptops, computers, tablets, mobile phones, cameras, hi-fi’s, stereos and the like. Heavy electrical items such as switchgear, turbines, generators and the like shall not be deemed to be electronics. <p>The Landlord is not liable for Loss or Damage to such Property beyond the limits stated above or the Replacement Value, whichever the lesser, in any event.</p> <p><u>Risks excluded from StoreProtect</u></p> <p>StoreProtect is not available for the following:</p> <ul style="list-style-type: none"> × mysterious disappearance and/or unexplained shortage of the Tenant’s Property except as a result of theft evidenced by forcible entry to the allocated Premises; × Loss or Damage which is discovered after the Tenant’s Property is removed from the Premises; × Loss or Damage to the Tenant’s business, if any, including, but not limited to, indirect or consequential loss, lost profits, income or savings, wasted expenditure or business interruption; × Loss or Damage caused by (i) moth, insect and vermin unless from a source external to the allocated Premises; (ii) ordinary leakage, ordinary loss in weight or volume, evaporation or nature of the property stored; (iii) leakage of liquid from any receptacle or container unless caused by a source external to the allocated Premises; (iv) inherent vice and latent defect; (v) mould, mildew or rust, unless proven to be as a result of water ingress from a source external to the allocated Premises; (vi) atmospheric or climatic causes, including, but not limited to, Loss or Damage to Property which is not suitable for storage; (vii) electrical, electronic or mechanical derangement to any electronic items or mechanical items, or any Loss or Damage to electronic items resulting from a configuration failure of the controlling software and/or microchip, except where this results directly from external physical damage; × Depreciation following repair; × Wear and tear; × Any value an item might have acquired simply because it is part of a pair or set, also excluding the value of an undamaged part of a pair or set; × Any value which is purely sentimental; × Loss or Damage caused by or as a consequence of non-compliance with relevant laws and regulations by the Tenant or the Tenant’s Agents; and × Loss or Damage caused by the act or omission of the Tenant or the Tenant’s Agents including but not limited to any failure to secure the Premises after visiting, failure to pack or stack the Property properly and securely, the manner of storing the Property within the Premises, the conduct of the Tenant or the Tenant’s Agents in the Premises or at the Facility, the loading or unloading of Property into or from the Premises.
<p>General Conditions, Exclusions and Limitations</p>	<ul style="list-style-type: none"> • The Landlord is not liable under StoreProtect for Loss or Damage which occurs in circumstances that are outside of the Landlord’s reasonable control. • StoreProtect excludes and limits certain types of Loss or Damage, as set out in the Lease. Please read these exclusions and limitations carefully – they apply whether or not the Tenant accepts StoreProtect. • There may be circumstances where Property the Tenant is not permitted to store are stored in the Tenant’s allocated Premises without the Landlord’s knowledge. If the Tenant stores Property in breach of the Lease or this Addendum, the Tenant agrees that the Tenant will bear the risk of any Loss or Damage to such Property. • The Landlord is not liable for Loss or Damage to the Tenant’s Property unless the Tenant notifies the Landlord in accordance with the requirements set out in the Liability Claim Notification Procedure. • Force Majeure: The Landlord shall not be considered to be in breach of this Lease nor liable for any delay in performing or failure to perform any of the Landlord’s obligations under this Lease or any resulting Loss or Damage to Property if such delay, failure, Loss or Damage results from events, circumstances or causes outside of the Landlord’s reasonable control. Such circumstances include (but are not limited to) any Act of God, riot, strike or lock-out, trade dispute or labour disturbance, threat of or actual terrorism or environmental or health emergency or hazard or recommended restrictions, or entry into any Premises including the Premises or the Facility by, or arrest or seizure or confiscation of Property by, competent authorities. If this happens, the Landlord will not be responsible for failing to allow access to the Property, the Property and/or the Facility for so long as the circumstances continue. The Landlord will try to minimise any effects arising from such circumstances. • In the event of a claim payment following the total loss or destruction of the Tenant’s Property or any single item which has suffered Loss or Damage, the Landlord reserves the right to take possession of the item(s) and retain any salvage value.

Consumer Rights	The terms of this StoreProtect Addendum complement all rights and remedies stipulated under consumer protection legislation, including the Australian Consumer Law. The StoreProtect Addendum does not compromise the rights given by relevant consumer laws, including entitlements under statutory warranty provisions and the option to claim damages should the Landlord fail to meet its contractual commitments.
Maximum Liability	<p>There shall be no indemnity under StoreProtect in any circumstances for Loss or Damage to the Tenant's Property over and above the Maximum Replacement Value, where applicable, or the actual value of the Tenant's Property either lost or damaged if this is less than the Maximum Replacement Value.</p> <p>Australian Consumer Law:</p> <p>The Landlord provides services which come with guarantees that cannot be excluded under the ACL. If there is a major failure with the Landlord's service, the Tenant has certain rights and are entitled to certain remedies. The contractual rights the Tenant benefits from under StoreProtect are in addition to these statutory rights. Nothing in the StoreProtect Addendum will be read or applied so as to exclude, restrict or modify or have the effect of excluding, restricting or modifying any condition, warranty, guarantee, right or remedy implied by law (including the ACL) and which by law cannot be excluded, restricted or modified.</p>
Proportional Reduction	If the Maximum Replacement Value the Tenant provides is less than the actual total Replacement Value of all of the Tenant's Property stored in the Premises at the time of Loss or Damage, then the Landlord's liability will be reduced to reflect the proportion that the Tenant's Maximum Replacement Value bears to the actual total Replacement Value (" Proportional Reduction "). <i>(For example: if the total replacement value of the Tenant's Property is \$10,000, but the Tenant has declared a Maximum Replacement Value of \$5,000, the Landlord's liability will be reduced by 50%. So, if \$3,000 worth of the Tenant's Property are lost or damaged, the Landlord's liability would be \$1,500.)</i>
The Landlord's Agreement	The StoreProtect Addendum extends the Landlord's liability under the Lease. Any term, condition or exclusion not expressly included in this StoreProtect Addendum applies in full, and the Tenant's remedies in that respect are limited to those described under the Lease.
Failure to pay StoreProtect Charges	<ul style="list-style-type: none"> • If the Tenant fails to pay the StoreProtect Charges in full on the due date for payment, the Landlord's liability will not be extended under StoreProtect. • At the Landlord's sole discretion, the Tenant may choose to reinstate extended liability under StoreProtect on payment of any overdue and/or outstanding StoreProtect Charges, unless any Loss or Damage to the Tenant's Property has already occurred prior to payment of such charges.
Termination/ Cancellation	<p><i>The Tenant's right to discontinue StoreProtect</i></p> <p>The Tenant has the right to discontinue StoreProtect at any time prior to removal of the Tenant's Property from the Premises, by giving the Landlord written notice. The Landlord's obligations toward the Tenant for the rest of the period of storage then will be governed by the remaining provisions of the Lease.</p> <ul style="list-style-type: none"> • If the Tenant discontinues StoreProtect prior to the storage services commencing, the Landlord will refund to the Tenant all StoreProtect Charges paid by the Tenant. • If the Tenant discontinues StoreProtect after the storage services have started, the Landlord will refund to the Tenant any StoreProtect Charges that the Tenant has paid in advance in respect of the period after cancellation (e.g. from the date that the Landlord receives the Tenant's notice to discontinue). <p><i>The Landlord's right to terminate StoreProtect</i></p> <ul style="list-style-type: none"> • The Landlord extended liability under StoreProtect will terminate automatically if the Tenant does not make all payments when due under the Lease. • The Landlord may cease extending their liability under StoreProtect at any time by giving the Tenant thirty (30) days' notice in writing after which time this Addendum will cease to have effect. • Where the Landlord terminates StoreProtect, the Landlord will refund to the Tenant all StoreProtect Charges paid by the Tenant in advance in respect of the period after termination (e.g., from the termination date the Landlord notifies to the Tenant). <p><i>General</i></p> <ul style="list-style-type: none"> • The Landlord's liability to the Tenant after the StoreProtect termination date or the date the Tenant discontinues StoreProtect will revert to the liability provisions in the Lease. • The Tenant must comply with all notice requirements in accordance with the Lease.
Complaints Handling	<ul style="list-style-type: none"> • If the Tenant has a complaint about StoreProtect, including but not limited to a complaint about non-payment of a claim, please notify the Landlord. The Landlord is committed to managing complaints fairly and promptly. • The Tenant will be asked to provide details to help investigate the complaint. The Tenant's complaint will be reviewed, and additional information may be requested if required. The Tenant will receive a response to the complaint within a reasonable time.
Privacy	<ul style="list-style-type: none"> • The Tenant agrees that any information or data disclosed to the Landlord under the StoreProtect Addendum is not confidential or proprietary to the Tenant. Furthermore, the Tenant agrees that the Landlord may collect and process data on behalf of the Tenant when it provides StoreProtect and may share such data with third parties in accordance with the Landlord's Privacy Policy and where it is necessary. Additionally, if the Tenant requests a claim for Loss or Damage, the Tenant agrees the Landlord may disclose information to a Claims Administrator.

Liability Claim Notification Procedure

Where the Tenant's Property is Lost or Damaged - Notification Condition

1. If the Tenant has insurance in place to cover Loss or Damage to the Tenant's Property in the Premises, the Tenant must recover their losses from their insurers in the first instance.
2. Notwithstanding Condition 1, If the Tenant accepts StoreProtect and the Tenant discovers Loss or Damage to the Tenant's Property:
 - i. When the Facility is attended by the Landlord's employees, the Tenant must notify the Landlord in person as soon as reasonably practical upon discovery and before removal of any affected Property from the Tenant's allocated Premises:
 - ii. When the Facility is not attended by the Landlord's employees, at the time the Tenant discovers Loss or Damage, to evidence that this occurred during the Storage Period in the allocated Premises, the Tenant must comply with the following conditions:
 - a. The Tenant must send notification via email to **australia@storeprotect-notifications.com** as soon as reasonably practical upon discovery of any Loss or Damage, including, but not limited to: (a) a written description of which Property is affected and the nature of the Loss or Damage; and (b) photographs of any affected Property before removal of from the allocated Premises, or, if this is not practical, photographs clearly showing affected Property in the vicinity of the allocated Premises within the Facility. The Tenant's email must be provided before any affected Property is removed from the Facility. ("**Email Notification Conditions**").
 - b. The Landlord shall not be liable for any Loss or Damage which is notified after the Tenant's Property is removed from the Facility unless the Email Notification Conditions are complied with.
 - c. If it is not possible for the Tenant to fully comply with the Email Notification Conditions set out, the Tenant must notify the Landlord in person, via telephone or in writing as soon as reasonably practical after the Tenant discovers the Loss or Damage.
3. If the Tenant makes a claim: The Tenant must provide as many details as is practical of any Loss or Damage via email to **australia@storeprotect-notifications.com** within seven (7) days of discovery. In exceptional circumstances, this time limit may be extended where the Tenant requests this in writing, provided such request is received within seven (7) days of discovery of any Loss or Damage. The sooner that the Tenant notifies the Landlord of any Loss or Damage to the Tenant's Property, the sooner the cause can be established, and the Tenant's claim can be properly investigated. The Landlord will not be liable for any Loss or Damage to the Tenant's Property unless the Tenant notifies the Landlord in compliance with the requirements set out in this Liability Claim Notification Procedure.
4. **Additional Conditions:** (a) The Tenant must make every reasonable effort to prevent further Damage to the Tenant's Property. If any Property is wet or damp, the Tenant must move them away from any undamaged Property and away from the water source. The Tenant must inform the Landlord if they believe they may require additional storage space to comply with this requirement. (b) For the Tenant's own safety, they should not touch any Property damaged by vermin of any kind or affected by mould; (c) The Tenant must retain and not dispose of any Damaged Property until the Landlord has had a reasonable opportunity to inspect (if necessary) any Damage; and (d) the Landlord may make such enquiries as necessary to investigate the Loss or Damage to the Tenant's Property and the Tenant agrees to co-operate with the Landlord in any enquiries, and to provide any additional relevant information without delay where when requested.
5. **The Tenant must also comply with the Additional Claim Requirements set out below.**
6. If the Tenant provides misleading or incorrect information relating to a claim for Loss or Damage to the Tenant's Property, or make a claim that is fraudulent, false or exaggerated, the Landlord may: reject the claim; where applicable, terminate the StoreProtect Addendum without refund of StoreProtect Charges; and recover from the Tenant any costs incurred in dealing with the claim.
7. The Landlord reserves the right to appoint a Claims Administrator to handle claims for Loss or Damage on the Landlord's behalf.

StoreProtect - Additional Claim Requirements

Once The Tenant has submitted a claim, the following information may be required:

8. Estimates for cleaning, repairs or replacement;
9. As many details as possible about the affected Property, including photographs of any areas of damage and also any damaged Property in their entirety;
10. Photographs showing all of the Tenant's Property in the allocated Premises, including those which are undamaged (i.e., the entire Premises before the removal of any Property).
11. For any damaged electrical items, the Tenant must also photograph any manufacturer labels showing the make/model of the item.
12. Where the Tenant believes that the Tenant's Property have been stolen, the Tenant must take photographs of the door, walls or padlock to evidence forced access to the allocated Premises. The Tenant must also notify the Police immediately and obtain a Crime Reference Number.
13. Where the Tenant believes that the Tenant's Property has been damaged by an ingress of water, the Tenant must photograph the alleged source of the ingress.
14. Where The Tenant's Property can be professionally repaired, the Tenant is required to provide estimates before the work is carried out.
15. For any Property lost/stolen or damaged beyond repair, the Tenant must provide proof of ownership (including receipts), where possible, details of any make/model and evidence to show replacement value.
16. It may be requested that damaged Property is cleaned, where possible, including dry cleaning or home laundry before any claim payment will be considered. Reasonable cleaning costs may be considered as part of the claim payment.