

SSAA VEHICLE STORAGE LICENCE SPECIFIC TERMS

1. Relationship with Master Agreement

- (a) This Vehicle Storage Licence Specific Agreement, including the Schedule (**Specific Licence Agreement** or **this agreement**) governs the terms on which We provide this Service to You. This agreement must be read in conjunction with the Standard Storage Licence Agreement which You have executed or accepted by conduct (**Master Agreement**), a copy of which We recommend You retain for Your records and which is published on Our website or displayed at Our principal place of business (as the case may be).
- (b) By using this Service and/or signing the Schedule, You agree to be legally bound by this Specific Licence Agreement.
- (c) To the extent practical and unless otherwise stated in this agreement, all terms of the Master Agreement are incorporated by reference and apply *mutatis mutandis* (i.e. with making necessary alterations) to this agreement as if:
 - (1) a reference to the Goods in the Master Agreement was a reference to the Vehicle;
 - (2) a reference to the Storage Fee in the Master Agreement was a reference to the Vehicle Storage Fee;
 - (3) a reference to the Storage Period in the Master Agreement was a reference to the Vehicle Storage Period;
 - (4) a reference to the Space in the Master Agreement was a reference to the Parking Space; and
- (d) In the event of any inconsistency between this Specific Licence Agreement and the Master Agreement, this Specific Licence Agreement will prevail to the extent of any inconsistency (in respect of its subject matter only).
- (e) For the avoidance of doubt, this agreement neither applies nor alters the Master Agreement, or any other agreement, in respect of any goods other than the Vehicle.

2. Definitions

Parking Space means the parking spot within the Facility, as specified in the Schedule (or any other parking spot as may be subsequently allocated to You by Us during the Storage Period), where You are to store the Vehicle.

Service means the licence to store a Vehicle in the Parking Space.

Specific Schedule means the Vehicle Storage Service Agreement Schedule.

Vehicle means the motor car, van, truck, trailer, caravan, boat or other kind of vehicle specified in the Schedule, including all goods in, and fixed to, that vehicle, and stored by You in the Parking Space, or any other vehicle stored by You in the Parking Space.

Vehicle Storage Fee means the vehicle storage fee specified in the Schedule.

Vehicle Storage Period means the vehicle storage period specified in the Schedule.

3. Licence

Subject to the terms of this agreement, We:

- (a) will grant a non-exclusive licence to access and use the Parking Space during the Facility's access hours, notified by Us from time to time, in accordance with the Permitted Use during the Vehicle Storage Period; and
- (b) To the extent the Vehicle is not stored in a locked Space controlled by You, We will be a bailee of the Vehicle for the Vehicle Storage Period.
- (c) reserve the right to take control of and/or enter and move the Vehicle:
 - (1) on 14 days' written notice to You for the purposes of, among others, relocation;
 - (2) immediately and without notice (but with a subsequent written notice to You informing You of the event as soon as practicable) in the event that Us taking control of and/or entering and moving the Vehicle is required to give effect to this Agreement or any law, or We suspect there has been a breach of this Agreement or any law, including but not limited to circumstances where We, acting reasonably, believe that:
 - (A) Your Vehicle or any of Your or Your Associates' acts or omissions threaten, or may cause harm or damage, to any person, property or the environment (which may include the Parking Space);
 - (B) it is a requirement of Our insurance policy or other similar binding requirement;
 - (C) We must report You and/or Your Associates to a relevant government authority, law enforcement agency and/or emergency services and/or allow access, inspection or seizure of the Vehicle by relevant government authorities in compliance with applicable laws; or
 - (D) an Unforeseen Event has taken place or is about to take place;
 - (3) immediately and without notice (but with a subsequent written notice to You informing You of the event as soon as practicable) where:
 - i. Your Vehicle is causing an obstruction;
 - ii. You are in Default or cross-default under this agreement or any other agreement you may have with us; or
 - iii. there exists any other purpose necessary for the enforcement of this agreement or the proper operation and management of the Facility.

4. Restrictions

You:

- (a) may store the Vehicle only (and no other item) in the Parking Space; and
- (b) will not register a security interest over Us in respect of the Vehicle under the PPSA.

5. Your obligations

You must:

- (a) secure the Vehicle within the Parking Space; and
- (b) not allow a third party to store a vehicle or any other goods in the Parking Space.

6. Insurance

You acknowledge that, prior to entering into this agreement, You have liaised with your insurer to ensure your policy type and coverage is sufficient for the Service contemplated by this agreement, and warrant that You will, for the duration of the Vehicle Storage Period:

- (a) maintain the following types of insurance policies in respect of the Vehicle:
 - (1) comprehensive motor vehicle insurance (covering both the Vehicle and any third party property damage You cause) for no less than the replacement value of the Vehicle; and
 - (2) compulsory third party insurance covering anyone who drives the Vehicle, for injury or death caused to any person by any incident involving the Vehicle; and
- (b) on request, provide Us with certificates of currency in respect of each of the insurance policies specified above.

7. Fees

In consideration for the Service provided by Us, You must pay the following Fees to Us:

- (a) the Vehicle Storage Fee payable in advance (unless otherwise agreed by the parties), by no later than the Scheduled Payment Date specified in the Schedule; and
- (b) any other reasonable fees, specified in clause 3 the Master Agreement, as applicable to this Service.

Failure to pay any applicable fees as specified in this clause will constitute an event of Default and We may take such Default Action as We deem appropriate, in accordance with this agreement.

8. Default

You agree that, in the event of Your Default under this agreement, clause 13 (Consequences of Default) of the Master Agreement will apply (including cross-default), save that:

- (a) We may take control of the Vehicle to, at our discretion sell or dispose of the Vehicle (including any goods stored in, or fixed to, the Vehicle). The goods stored in, or fixed to, the Vehicle may be disposed in whole or in part, in any manner We deem fit, where the goods remain unsold after being offered for sale or are unsaleable for any reason (including posing a health and safety risk) or appear of insufficient value to warrant a formal sale process. If We believe it is a health and safety risk to conduct an inventory of the goods, We may dispose them of without undertaking such an inventory. In such circumstances, We will not open any boxes or bags in which the goods are contained and will dispose of all goods unopened;
- (b) in addition to the Contractual Lien under sub-clause 13(a)(3) of the Master Agreement, We may also claim (and You grant Us) a general lien over the Vehicle for any Fees owing by You to Us and for the purposes of the PPSA, We are deemed to be in possession of the Vehicle stored in the Parking Space from the date that is 14 days after We provide notice to You of Your Default.

9. Liability and Risk

In addition to the provisions of clause 12 (Liability and Risk) of the Master Agreement applicable to the Vehicle, You:

- (a) bear the risk of theft of Your Vehicle from the Parking Space/Facility and of any damage to Your Vehicle caused by scratching / denting of, or impact with, the Vehicle, whether accidental or otherwise; and
- (b) agree that except to the extent any risk, liability, damage, or injury is caused by any of Our (and/or any of Our Indemnified Party's) gross negligence, wilful misconduct, fraud or criminal conduct, You are responsible for (and release Us from all claims and liability arising from) any loss, damage, injury or death occurring in the Parking Space or the Facility in connection with Your use of the Parking Space including, but not limited to, storage of the Vehicle in the Parking Space, the Vehicle itself, the driving or towing of the Vehicle within the Facility and/or accessing the Facility.

10. Disposal of Abandoned Vehicle

Unless the applicable Uncollected Goods Legislation otherwise prescribes on a non-excludable basis, if You leave Your Vehicle unattended outside of Your Parking Space at the Facility in breach of the Facility Rules or fail to collect Your Vehicle within 7 days of termination of this Agreement, You agree that your Vehicle will be deemed to have been abandoned (**Abandoned Vehicle**). You authorise us to dispose of the Abandoned Vehicle as We deem fit (regardless of its nature or value) upon a 7-day written notice without any liability to You and without having any obligation to inspect and/or value the Vehicle (including any goods in, or fixed to, the Vehicle).

11. Power of Attorney

- (a) You irrevocably appoint Us and each person who is at the time of exercise a director of Us as Your attorney(s) (**Attorneys**). Each Attorney appointed under this clause may act individually or collectively. If We request, You agree to formally approve anything an Attorney does under clause 11(b).
- (b) If any right to sell or dispose of the Vehicle arises under this agreement in Our favour, an Attorney may:
 - (1) if they are unable to locate you or Your ACP using the contact details in the Schedule for 24 hours, do anything reasonably required to facilitate the sale or disposal of the Vehicle, such as attending any government departments or executing documents on Your behalf ; and
 - (2) exercise their powers even if this involves a conflict of duty or they have a personal interest in doing so.