

# CRATEHOUSE STORAGE SERVICES AGREEMENT

---

This Storage Services Agreement (“Agreement”) is made between:

**CRATEHOUSE PTY LTD**

(ABN: 82 693 951 094)

(201cCratehouse201d, 201cwe201d, 201cus201d, 201cour201d)

and

The customer identified in the applicable Order Form

(201cCustomer201d, 201cyou201d, 201cyour201d).

By signing this Agreement or accepting it electronically you agree to be bound by its terms.

---

## 1. Nature of the Service

1.1 Cratehouse provides modular storage services by supplying portable storage crates (Crates) for use by the Customer and storing those Crates at a Cratehouse facility once returned.

1.2 The Customer packs and locks all Crates themselves. Cratehouse does not inspect, verify, or supervise the contents of any Crate.

1.3 Cratehouse acts as a bailee only. This Agreement does not create a lease, tenancy, or interest in land.

---

## 2. Storage Term

2.1 Storage commences on the date the filled Crates are accepted by Cratehouse and continues on a month-to-month basis unless otherwise stated in the Order Form.

2.2 The Customer may terminate storage at any time in accordance with Clause 13.

---

## 3. Fees, Billing & Payment

### 3.1 Fees Payable

3.1.1 The Customer must pay all fees and charges specified in the Order Form and the current Pricing Schedule, including:

- a) monthly storage fees per Crate;
- b) delivery, collection, and re-delivery fees;

- c) access or supervised access fees;
- d) late payment fees;
- e) damage, cleaning, repair, replacement or disposal costs; and
- f) any other fees reasonably incurred under this Agreement.

3.1.2 All fees are payable in Australian dollars.

## **3.2 Billing Cycle**

3.2.1 Storage fees are billed monthly in advance.

3.2.2 The first month's storage fee is payable upon acceptance of the Crates into storage.

3.2.3 Storage fees are not refundable once a new billing period has commenced, except where required by law.

3.2.4 Part-month storage may be charged as a full month unless otherwise agreed in writing.

## **3.3 Payment Method & Authority**

3.3.1 The Customer must provide a valid and current payment method prior to commencement of storage.

3.3.2 The Customer authorises Cratehouse to charge the nominated payment method for all amounts payable under this Agreement.

3.3.3 This authority continues until all Crates are returned, all goods collected, and all amounts owing are paid in full.

3.3.4 The Customer must ensure sufficient funds are available at the time of billing.

## **3.4 Failed or Late Payments**

3.4.1 A payment is considered overdue if not successfully processed on the due date.

3.4.2 If a payment fails, Cratehouse may reattempt the transaction, charge a failed payment processing fee, charge a late payment fee, suspend Customer access to stored goods, refuse delivery or re-delivery services, or treat the account as being in default under this Agreement.

3.4.3 Cratehouse is not responsible for any loss arising from suspension of access due to non-payment.

## **3.5 Price Adjustments**

3.5.1 Cratehouse may amend storage or service fees by providing written notice to the Customer.

3.5.2 Updated pricing will apply from the next billing period following the notice period.

3.5.3 Continued storage after the effective date of a price change constitutes acceptance of the revised fees.

### **3.6 Additional Charges**

3.6.1 The Customer is responsible for all additional charges reasonably incurred due to difficult or undisclosed access conditions; overweight or improperly packed Crates; waiting time beyond 15 minutes from the agreed service time; after-hours services; disposal or remediation of prohibited goods; and enforcement or recovery of unpaid amounts.

3.6.2 Such charges may be invoiced separately or charged to the nominated payment method.

### **3.7 Debt Recovery Costs**

3.7.1 The Customer is liable for all reasonable costs incurred by Cratehouse in recovering overdue amounts, including administrative costs, debt collection fees, and legal expenses on a full indemnity basis (to the extent permitted and enforced by a court of competent jurisdiction).

### **3.8 Taxes**

3.8.1 All fees are inclusive of GST unless otherwise stated.

3.8.2 If GST applies to any supply under this Agreement, the Customer must pay the GST component in addition to the stated fee.

---

## **4. Bond / Security Deposit**

4.1 A refundable bond may be required per Crate, as specified in the Pricing Schedule.

4.2 The bond may be applied to damage beyond reasonable wear and tear, cleaning costs, missing or unreturned Crates, and outstanding fees.

4.3 Any remaining bond balance will be refunded within after all Crates are returned empty and in acceptable condition.

---

## **5. Acceptable and Prohibited Goods**

5.1 The Customer must not store any prohibited or restricted items, including but not limited to:

- Perishable goods or food
- Flammable, explosive, or hazardous materials
- Firearms, ammunition, weapons
- Illegal or stolen goods
- Chemicals, fuels, or pressurised containers
- Living organisms

5.2 The full list of prohibited items is set out in the Prohibited Items Policy which forms part of this Agreement.

5.4 Cratehouse may refuse, remove, or dispose of prohibited goods at the Customer's cost.

---

## 6. Weight and Use Limits

6.1 Each Crate is subject to maximum weight and usage limits as specified in the current Pricing Schedule and on the Crate itself.

6.2 The Customer is responsible for ensuring Crates are not overloaded.

6.3 Cratehouse is not responsible for damage caused by overloading or improper packing.

---

## 7. Access to Stored Crates

7.1 Customer access to Crates is subject to Cratehouse access policies, hours of operation, and safety rules.

7.2 Cratehouse may require supervision during access.

7.3 Cratehouse may refuse access where fees are overdue, safety concerns exist, or this Agreement has been breached.

---

## 8. Delivery and Collection

8.1 Delivery and collection services are optional and subject to availability. Cratehouse may engage subcontractors to fulfil delivery and collection services, and the same terms and liability limits under this Agreement apply regardless of whether services are performed by Cratehouse directly or by a subcontractor.

8.2 The Customer must ensure clear and lawful access for delivery. See the Delivery & Collection Terms for full access requirements.

8.3 Failed or missed deliveries may incur additional charges as specified in the Pricing Schedule.

8.4

---

## 9. Risk, Insurance & Limitation of Liability

9.1 All goods are stored and transported at the Customer's sole risk.

9.2 Cratehouse does not insure the contents of any Crate. Storage fees do not include insurance coverage of any kind. The Customer must obtain and maintain adequate insurance for the full replacement value of all stored goods.

9.3 To the maximum extent permitted by law, Cratehouse excludes all liability for loss of profits, business interruption, loss of opportunity, or loss of revenue; sentimental, special, indirect or consequential loss; deterioration, inherent defect, vermin, mould, mildew, rust, or climatic conditions; and theft unless directly caused by Cratehouse's proven gross negligence.

9.4 Where liability cannot be excluded under the Australian Consumer Law (ACL), Cratehouse's liability is limited, at its option, to re-supply of the storage or delivery services, or payment of the cost of re-supplying the services. The Customer acknowledges that Cratehouse provides services (not goods), and that this limitation of liability is intended to apply to the maximum extent permitted under the ACL.

9.5 In all other circumstances, Cratehouse's total aggregate liability arising out of or in connection with any one Crate is strictly limited to the lesser of \$1,000 per Crate or the actual replacement value of the goods stored in that Crate.

9.6 Under no circumstances will Cratehouse's total aggregate liability exceed \$5,000 in respect of any single Customer, regardless of the number of Crates stored.

---

## 10. Damage, Loss, or Claims

10.1 Any claim for loss or damage (other than delivery damage, which is governed by Clause 8.4) must be made in writing within after discovery.

10.2 Cratehouse is not liable for damage caused by improper packing, inherent defects in goods, force majeure events, or theft unless caused by Cratehouse's proven negligence.

---

## 11. Customer Warranties

The Customer warrants that:

- they are the lawful owner or authorised custodian of the stored goods;
- no prohibited items are stored;
- stored goods are packed safely and securely;
- all information provided is accurate; and
- they have read and understood the Prohibited Items Policy.

---

## 12. Default and Non-Payment

12.1 If fees remain unpaid, Cratehouse may suspend access, charge late fees, and exercise rights under applicable storage and lien laws.

12.2 Cratehouse may retain Crates until all outstanding amounts are paid.

---

## 13. Termination

13.1 The Customer may terminate storage by giving written notice, paying all outstanding fees, and returning all Crates empty and in acceptable condition.

13.2 Cratehouse may terminate immediately for breach of this Agreement or storage of prohibited goods.

---

## 14. Abandoned Goods

14.1 The Customer is in default if any fees remain unpaid for more than 30 days; this Agreement is terminated and goods are not collected; or the Customer cannot be contacted after reasonable attempts.

14.2 For the purposes of Clause 14.1,

14.3 If in default, Cratehouse may deny access to the goods, open any Crate, inventory contents, and issue written notice requiring payment within 14 days.

14.4 If payment is not received within the notice period, Cratehouse may sell, dispose of, destroy or otherwise deal with the goods at its discretion, subject to any requirements under applicable Western Australian legislation including (where applicable) the Disposal of Uncollected Goods Act 1970 (WA).

14.5 Sale may occur by private sale, public auction, or any commercially reasonable method.

14.6 Proceeds of sale will be applied to outstanding storage fees, delivery fees, administrative and enforcement costs, and disposal costs.

14.7 Any surplus remaining after recovery of all costs will be held for 6 months and may thereafter be forfeited if unclaimed.

14.8 The Customer indemnifies Cratehouse for any shortfall remaining after disposal, including any third-party claims arising from the disposal process.

---

## 15. Force Majeure

15.1 Cratehouse is not liable for any failure or delay in performing its obligations where such failure arises from events beyond its reasonable control, including but not limited to fire, flood, storm, natural disaster, theft, vandalism, civil unrest, government action, pandemic, power outage, equipment failure, or industrial dispute.

**15.2 If a force majeure event prevents Cratehouse from providing access to stored goods for a period exceeding 14 consecutive days, Cratehouse will notify the Customer in writing. During such a period, the Customer's obligation to pay monthly storage fees will be suspended on a pro-rata basis until access is restored.**

---

## 16. Dispute Resolution

**16.1** If a dispute arises in connection with this Agreement, the parties must attempt to resolve it in good faith through direct negotiation before commencing legal proceedings.

**16.2** If the dispute is not resolved within 14 days of written notice being given by either party, either party may refer the dispute to mediation administered by a mutually agreed mediator or, failing agreement, by the Western Australian Mediation Centre.

**16.3** Nothing in this clause prevents a party from seeking urgent interlocutory relief from a court of competent jurisdiction.

---

## **17. Privacy**

17.1 Cratehouse collects and uses personal information in accordance with its Privacy Policy.

---

## **18. Governing Law**

18.1 This Agreement is governed by the laws of Western Australia.

---

## **19. Entire Agreement**

19.1 This Agreement, together with any Order Form and referenced policies (including the Prohibited Items Policy, Delivery & Collection Terms, and Pricing Schedule), constitutes the entire agreement between the parties.

---

## **Customer Acceptance**

By signing below or accepting electronically, the Customer confirms they have read, understood, and agree to be bound by this Agreement, the Prohibited Items Policy, the Delivery & Collection Terms, and the Pricing Schedule.

Customer Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_