

## CONDITIONS OF AGREEMENT

**Armourer/Dealer: hereafter shall mean; Unique Skin Coatings, USC Enterprises Pty Ltd. Armourers Licence No: 51000214**

**Storer: hereafter shall mean; the Person who has completed this agreement.**

### **STORAGE:**

1. The Storer:

- a) has the right to Store Licensed Firearms in the Approved premises of the Armourer/Dealer
- b) is deemed to have knowledge of the Goods in the approved Space;
- c) warrants that they are authorised and have full authority to house and store Goods, and/or are entitled at law to deal with them in accordance with all aspects of this Agreement.

2. The Armourer/Dealer:

- a) is not a bailee nor warehouseman of the Goods and the Storer acknowledges that the Armourer/Dealer is providing approved storage.

### **COST:**

3. The Storer must upon signing the agreement pay to the Armourer /Dealer;

- a) the first months storage fees in advance, and/or
- b) the Administration fee – booking fees

4. The Storer is responsible to pay;

- a) the Storage fee being the amount indicated in this Agreement or the amount notified to the Storer in writing by the Armourer/Dealer from time to time. The Storage fee is payable in advance and it is the Storer's responsibility to see that the payment is made directly to the Armourer/Dealer, on time, in full, throughout the period of Storage. The Armourer/Dealer does not normally bill for fees.
- b) a late payment fee as indicated on the front of this Agreement, which becomes payable each time a payment is late.
- d) any costs incurred by the armourer/dealer in collecting late or unpaid Storage fees, or in enforcing this Agreement in any way, including but not limited to postal, telephone, debt collection, and/or the default action costs.

5. The Storer will be responsible for payment of any government taxes or charges (including goods and services tax) being levied on this Agreement, or any supplies pursuant to this Agreement.

### **DEFAULT:**

6. Notwithstanding clause 18, the Storer acknowledges that, in the event of the storage fee, or any other moneys owing under this agreement, not being paid in full within 90 days of the due date, the Armourer/Dealer may, without further notice, remove or otherwise, retain the goods and /or sell or dispose of any Goods in such terms that the Armourer/Dealer may determine. The Armourer/Dealer may also require payment of default action costs, including any costs associated with accessing the Storer's Space and disposal or sale of the Storer's Goods. (any excess moneys recovered by the Armourer/Dealer on disposal will be held for 3 months in an attempt to be returned to the Storer).

### **ACCESS AND CONDITIONS:**

7. The Storer:

- a) has the right to request collection of the goods. A request can be made by providing a request to

collect by phone or during attendance providing a collection time has been made. It is advised to provide 24hours notice if possible to insure collection can be posted by the Armourer/Dealer;

b) will be solely responsible for the Insurance of any item in storage;

c) must not store any goods that are hazardous, illegal, stolen, inflammable, explosive, environmentally harmful, perishable or that are a risk to the property of any person;

d) the Storer must not store goods which are irreplaceable;

e) cannot assign this Agreement

f) must give notice to the Armour/Dealer in writing of the change of address of the Storer or the alternate contract person within 48 hours of any change;

g) grants the Armourer/Dealer entitlement to discuss any default by the Storer with alternate contract person/s registered on the front of this Agreement.

**8.** The Armourer/Dealer may refuse by the Storer where moneys are owing by the Storer to the Armourer/Dealer, whether or not a formal demand for payment of such moneys has been made.

**9.** The Armourer/Dealer reserves the right to relocate the Storer to another under certain circumstances.

**10.** No oral statements made by the Armourer/Dealer or its employees or representatives shall form part of this Agreement, and no failure or delay by the armourer/dealer to exercise its right under this Agreement will operate to waiver those rights.

**RISK AND RESPONSIBILITY:**

**11.** The goods are stored at the sole risk and responsibility of the Storer who shall be responsible for any and all theft, damage to, and deterioration of the goods, and shall bear the risk of any and all damage caused by flood or fire or leakage or overflow of water, mildew, heat, spillage of material, delivery of the goods, pest or vermin or any other reason whatsoever including acts or omissions, negligent deliberate or otherwise, of the Armourer/Dealer or persons under its control.

**12.** The Storer agrees to indemnify and keep indemnified the Armourer/Dealer from all claims for any loss of or damage to the property of, or personal injury to, third parties resulting from or incidental, including the storage of Goods in the Space.

**13.** The Storer acknowledges and agrees to comply with all relevant laws, including Acts and Ordinances, Regulations, By-laws, and Orders, directions by Queensland Police and the weapons Act as are or may be applicable to the storage. This includes laws relating to any material which is stored, the liability for any and all breach of such laws rests absolutely with the Storer, and includes any and all costs resulting from such a breach. This applies where goods stored are sealed and not firearms, where the item/s or contents are not known to the Armourer/Dealer.

**14.** Notices will usually be given in writing and left at, or posted to, or emailed to the address of the Storer. In relation to the giving of Notices to the Armourer/Dealer, Notices must actually be received to be valid. In the event of not being able to contact the Storer, notice is deemed to have been given to the Storer by the Armourer/Dealer if the Armourer/Dealer serves that Notice on alternate contact person as identified on the front of this Agreement, or has sent Notices to the last notified address of the Storer or alternate Contact person. In the event that there is more than one Storer, notice to or by any single Storer is agreed to be sufficient for the purpose of any notice requirement under this Agreement.

**TERMINATION:**

**15.** Once the initial fixed period of a minimum of one (1) months storage has ended, either party may terminate this Agreement by giving the other party notice as indicated on the front of this Agreement. In the event of illegal on the part of the Storer the Armourer/Dealer may terminate the Agreement without notice. The Armourer/Dealer is entitled to retain any deposit if less than the requisite notice is given by the Storer. Upon termination the Storer will receive all Goods held in the space. The Storer must pay any outstanding moneys and any expenses on default or other moneys owed to the armourer/dealer up to the date of termination, or clause 6 may apply. Any calculation of the outstanding fees will be by the Armourer/Dealer and such calculation will be final.

**16.** The Parties liability for outstanding moneys, property damage and legal responsibility under this Agreement continues to run beyond the termination of this Agreement.

**TRADE PRACTICES ACT:**

**17.** The Storer:

a) agrees that the terms of this document constitute the whole contract with the Armourer/Dealer and that, in entering this contract, the Storer relies upon no representations other than those contained in this Agreement.

b) acknowledges that it has raised all queries relevant to its decision to enter this Agreement with the Armourer/Dealer and that the armourer/dealer has, prior to the Storer entering into this Agreement, answered all such queries to the satisfaction of the Storer. The Storer acknowledges that any matter resulting from such queries have, to the extent required by the Storer and agreed to by the Armourer/Dealer, been reduced to writing and incorporated into the terms of this Agreement.

**18.** A) any damages, whether for physical or economic loss, which the Armourer/Dealer is liable to pay to the Storer pursuant to this agreement or performance of this Agreement (including damages for negligence or damages for consequential loss) are limited in all cases other than cases of damages relation to the provision of services of a kind ordinarily acquired for personal, domestic or household use or consumption to :

i. the further supply of storage equivalent to that undertaken by the Armourer/Dealer as set out in the terms and Conditions of this Agreement; or

ii. The payment of the cost for the further storage equivalent to that undertaken by the Armourer/Dealer under the terms and Conditions of this Agreement; or

iii. The payment of the cost of further supply of storage equivalent to that undertaken by the Armourer/Dealer under the terms and Conditions of this Agreement.

b) The Storer specifically acknowledges that it is aware of the limitation of liability set out in clause a) above and that, in all circumstances, and taking into account the negotiations between the parties and their relationship, such limitation on the Armourer/Dealer's liability is a reasonable one.

**MEDIATION OF DISPUTES:**

**19.** The parties must endeavour to settle any dispute in connection with this Agreement by mediation. Such mediation is to be conducted by a mediator who is independent of the parties and appointed by Agreement of the parties or, failing Agreement with 7 days of receiving any party's notice of dispute, by a person appointed. The Mediation Rules shall apply to the mediation.

Arbitration or Litigation. It is a condition precedent to the right of either party to commence arbitration or litigation other than for interlocutory relief that it has first offered to submit the dispute to mediation.

## FEES:

**20.** The rental rate for firearm storage or any item deemed to be a major part of any firearm, even if it is considered not to be working at the time shall all be charged per item per month in advance. Minimum term shall be one (1) month fees. Terms means one (1) month or part of. Items other than firearm/parts shall be charged based on size and the length of term. The rate set and agreed on the front of this agreement shall be charged per month in advance.

## RATE SCHEDULE

- 21. a):** Firearm; Shall include any firearm as defined under the Weapons Act. Firearm rate shall be charged at \$10 (ten dollars) per item, month or part of;
- b): Book In /Book out fee: A book in fee will apply at the time of storage taken. On termination a book out fee will be charged. Booking fees are \$20 each (twenty dollars). This is charged to complete the required Queensland Police Registers. **(Applies to Firearms storage only);**
- c): Other items; storage fees for items other than those listed in a) of the Rate structure 21 shall be charged according to the size required for storage. A minimum rate of \$35 (thirty five dollars) per package shall apply. No booking fees are payable. A deposit may be required and must be paid in advance. The rate is set for this storage once entered on the first page of the agreement;
- d): Emergency / After hours; A minimum of \$150 (one hundred and fifty dollars) is charged where a requirement exists for the Armourer/Dealer to attend their premises unscheduled and after 1800hrs Mon-Fri (or on any public holiday, sat or sun). This fee applied to a single entry (book in or book out) and is charged per call. **The Armourer/Dealer is not obligated to supply this service and has the right to refuse the offer of this service should they elect to do so. They shall not be held as a breach of agreement should refusal to supply this service be given;**
- e): Mobile collection and Site attendance 24hrs; Where a situation exists and there is a requirement to attend any location within 150km (one hundred kilometres ) of the Brisbane CBD to collect any firearm or part of in order to provide approved storage a fee of \$200 (two hundred dollars) per call shall apply. Fee shall be payable at the time prior to collection or in advance by credit card. **The Armourer/Dealer is not obligated to supply this service and has the right to refuse the offer of this service should they elect to do so. They shall not be held as a breach of agreement should refusal to supply this service be given;**
- f): Bank charges on Credit Card payments. Where any payment is made using credit card a bank surcharge fee will apply of 3% of the total. Credit cards accepted shall mean Visa Card and MasterCard. **EFTPOS transactions are except from surcharges;** Direct deposit is also accepted, however funds must be clear into our account prior to the acceptance of any item.
- g): Min charge for EFTPOS shall be \$20 (twenty dollars);

## **CHANGES TO RATE CHARGES**

22. a): The Armourer/Dealer reserves the right to increase rates and charges and terms from time to time. Where a change in rates or terms will come into effect a minimum of 30 (thirty) days notice will be issued and advised to the storer. The storer may elect to terminate such services without penalty providing goods have been collected before any changes take effect. After the expiry period of notice has occurred any or all changes to rates shall become accepted;

b):Where any charge or increase is a result of any government agency or body then those charges shall be passed on to the storer and the terms and periods shall be governed by the issuer of the charges.

END OF AGREEMENT AND CONDITIONS

UNIQUE SKIN COATINGS STORAGE TERMS

# STORAGE AGREEMENT FOR FIREARMS

**STORER** Business Name:..... ABN:.....

**DETAILS** Ms/Mrs/Mr Name (first, last): .....

Ms/Mrs/Mr Name (first, last):.....  
Home/Business:.....  
City:..... State:..... Postcode:.....  
Postal Address:..... State:..... Postcode:.....  
Phone: Home:..... Work:..... Mobile:.....  
Fax Home:..... Work:..... Email:.....  
Firearms Licence No.:..... Cat:..... Expiry Date:..... State of Issue:.....

**PLEASE ADVISE US IMMEDIATELY IF YOUR ADDRESS OR CONTACT NUMBERS OR THOSE OF THE ALTERNATE CONTACT PERSON CHANGE**

Alternate Contact Person: Ms/Mrs/Mr..... Name:.....  
Home Address:.....  
City:..... State:..... Postcode:.....  
Postal Address:..... State:..... Postcode:.....  
Phone: Home:..... Work:..... Mobile:.....  
Fax Home:..... Work:..... Email:.....

**STORAGE DETAIL** Storage Number:.....

Storage from:..... To:..... and then extended automatically until **30** days notice is given by either party.

## STORAGE COSTS

STORAGE FEE PER FIREARM \$..... per calendar month  
Total number of Firearms.....x \$...../calendar month.

A Late payment fee of \$20/moth applies where storage fees are Not paid within 7 days of the due date.

Book In Fee: **\$20.00** To be paid at bookin  
Book Out Fee: **\$20.00** To be paid at bookout

All Fees include GST except the Deposit which is refundable

Storer's Signature:.....

Date of this Agreement: / /

## Accepted by Owner

Signed for and on behalf of Unique Skin Coatings

Owner's Signature:.....

## MAIN POINTS (see over)

- Unique Skin Coatings is hereafter called the Owner.
  - All payments are to be made in advance by you (the Storer).
  - Goods are stored at your sole risk. **You should take out** insurance cover.
  - The Owner is not liable for the loss of any goods stored on its premises:
  - You must not store hazardous, dangerous, illegal, stolen, perishable, environmentally harmful or explosive goods.
  - The Space will only be accessible during set hours as posted by Owner.
  - 30** days notice must be given for termination of this agreement.
  - The Storer must notify the Owner of all changes of address
  - If you fail to comply with the conditions of this agreement the Owner will have certain rights which include forfeiture of your deposit and the right to seize and sell and/or dispose of your goods (**see clause 6**).
  - The Owner has the right to refuse access if all fees are not paid promptly (**see clause 8**).
  - The Owner has the right in certain circumstances (**see clauses 6, 16, 17 & 18**).
- I/we acknowledge that these matters have been drawn to my/our attention.**

