

CONDITIONS OF STORAGE

1. In these conditions 'Company' shall mean Aussietrans Pty Ltd T/As Kangaroo Transport Industries (KTI), ABN 67 008 125 522, its divisions, subsidiaries or affiliates. 'Storer' means any person referred to in this document.
2. All goods are stored at the Storer's sole risk and unless otherwise expressly agreed in writing no responsibility in tort or contract or otherwise will be accepted by the Company for any loss or damage to or concealed damage deterioration contamination evaporation or mis-delivery of or failure to deliver or delay on the delivery of goods either in store or in transit to or from the store for any reason whatsoever.
3. Upon the Storer's written instructions so to do, the Company as the Storer's agent will effect insurance of goods in store provided that this shall be at the Storer's expense and shall be subject to the exclusions noted hereunder or otherwise advised to the Storer at the time the insurance is effected.
4. The Storer warrants:-
 - (a) That the goods stored are owned by the Storer who has full right power and authority to store the same with the Company.
 - (b) That unless previously notified in writing to the Company the goods are free of any deleterious or objectionable matter or odour which may affect other goods and are not explosive, inflammable or liable to spontaneous combustion or otherwise dangerous. The Storer agrees to indemnify the Company against any adverse claim by any other person or persons in respect of the goods.
5. The Storer shall pay all storage and other charges calculated in accordance with the Company's schedule of charges from time to time current and payable in respect of the goods. All charges shall be payable from time to time on demand and shall stand charged upon the goods and also upon such other goods as shall from time to time be in store in the name of the Storer or belonging to the Storer. The Company shall have a general lien upon all such goods for all debts now due or which may hereafter become due to the Company on any account by the Storer.
6. All goods stored will be subject to a particular and/or general lien for moneys due in respect of such goods or for any particular or general balance or other moneys due by the Storer. If any monies due to the Company are not paid within one calendar month after notice has been given to the Storer from whom the moneys are due that such goods are detained, they may be sold by auction or otherwise at the sole discretion of the Company and at the expense of such Storer, and the proceeds applied in or towards satisfaction of such particular and/or general lien. In this event the Storer shall take no exception upon the ground that any price realised is less than market value or upon any other grounds.
7. Upon notice in writing being given by the Company to the Storer requiring the Storer to remove the Storer's goods or any part of them the Storer shall within one month from the date of such notice pay any charges to which the Company's lien extends and remove and take away such goods or part thereof. If the Storer fails to pay the charges as aforesaid and to remove the goods referred to in the notice the Company may remove the goods and store them in such place and in such manner as the Company thinks proper and at the risk of the Storer.
8. Where portion of the Company's store is rented to the Storer and the Storer assumes control of and responsibility for the goods in that portion of the store then:-
 - (a) The rental in respect of that portion of the store shall be deemed a charge within the meaning of these conditions and,
 - (b) The Company's lien and right of sale shall extend to and include all goods stored in such portion of the store all of which goods shall be deemed to be owned by the Storer in whose name that part of the store is rented.
9. Where goods are stored in portion of the store rented to the Storer as in Clause 8 above and in opinion of the Company all or any of the goods which are therein stored shall be or become deteriorated, objectionable, unwholesome or a source of danger or contamination then the Company may at any time with or without notice and at the Storer's expense remove such goods and if thought fit destroy or sell them. Where the goods are sold the same conditions shall apply as where goods are sold for non-payment of charges.
10. Any notice to the Storer required to be given under these conditions may be given in writing delivered personally, posted to the Storer at the address last known to the Company or sent by facsimile to the facsimile number last known to the Company. A notice so delivered shall be deemed to have been received by the Storer at the time of delivery, a notice so posted shall be deemed to have been received by the Storer at the time when in the ordinary course of postage it should have been delivered and a notice sent by facsimile shall be deemed to have been received by the Storer at the time indicated in the company's record of transmittal.
11. These conditions shall have effect subject to the provisions of any Act or Regulation relating to the warehousing of goods in the State where the Company's store is located but so that the general lien of the Company under these conditions shall be additional to any rights conferred on the Company by virtue of such Acts or Regulations and so that nothing in this agreement shall be construed to mean that the Company shall have surrendered any of its right or immunities or to have increased its responsibilities and liabilities under the said Acts and Regulations or to have lost the benefit of any Statutory exemption, limitation or protection whatsoever.
12. The Client hereby agrees that commencement of trading constitutes an acceptance of the Company's Conditions of Storage.