



## **TERMS AND CONDITIONS**

### **Insurance**

As a client you are responsible for the insurance of the stored vehicle, the goods and items in the vehicle for the entire period in which your vehicle is stored with The Cave Bendigo.

The Cave Bendigo and their insurers, owners and directors will not be liable in any way for damage done by acts of God such as storm, floods, fire as well as vandalism. theft etc.

However, damage done by our own negligence of storing your vehicle will be covered and compensated by The Cave Bendigo.

### **Fees**

Storage Fees are to be paid monthly and one month in advance. Fees are calculated from the date of vehicle arrival and are to be paid within 10 days from receiving said invoice.

Invoices can be paid via BSB & Account Number as mentioned in personal information form or via cash directly mailed to The Cave Bendigo.

Invoices for servicing or mechanical repairs and monthly storage are to be paid before the vehicle leaves the premises of The Cave Bendigo.

If failure to meet payment obligations under these Terms and Conditions, The Cave Bendigo reserves the right to charge interest at 10% per annum as set by the Penalty interest rate Victoria and is calculated daily on the amount outstanding from the date amount was due until the date the outstanding amount is paid.

### **Outstanding Payments**

Failure to make payment within 60 days of invoice date, The Cave Bendigo may give you 10-day notice of its intention to sell any or all goods at your cost: by public auction or private treaty.

If all the amounts outstanding are not paid within the 10-day notice, The Cave Bendigo may apply the net proceeds of the sale to the amounts outstanding as well as auctioneer costs and return the balance of proceeds, if any, to you with an additional deduction of an administration fee of \$500.

## **Termination**

The Cave Bendigo or the customer may terminate the storage agreement with 14 days written notice. Termination of storage agreement does not issue any refunded payments.

**For example:** a monthly payment is paid on the 1<sup>st</sup> of January which then secures your storage for the month until 1<sup>st</sup> of February. If you were to terminate the storage agreement on the 2<sup>nd</sup> of January, you will not receive any refund for the next 29 days the vehicle is not stored with The Cave Bendigo.

The Cave Bendigo may immediately terminate the storage agreement by giving written notice if you breach these Terms and Conditions or fail to correct issue within 14 days of receiving written notice.

On the date of termination of the stored vehicle, you must immediately pay The Cave Bendigo all amounts owed.

If the storage agreement is terminated by either party, you must also pay any charges if applicable from the date of the termination until the vehicle has been collected.

## **Notices**

All notices must be written and given via personal service, postal service or email to the address mentioned in Personal Information Form.

## **Loose items**

There are to be no loose items such as bikes, camp chairs, tables etc. left outside of any stored vehicle. All items must be placed inside said vehicle.

## **Warranties**

You warrant that:

- You are the owner of the vehicle or have the authority of the owner of the vehicle to make decision on behalf of the vehicle in accordance with the Terms and Conditions.
- The vehicle has not been illegal obtained and are not the subject of any court order, judgement, writ of execution, proceeding or dispute.
- You will comply with all laws and connection with the vehicle.
- The vehicle does not contain live animals, substances which are dangerous, hazardous, illegal, noxious, corrosive, explosive, suffocating, flammable or in any other way dangerous to a person's health, safety or property which may encourage vermin or pests.
- The Cave Bendigo has not made any warranty or representation as to the suitability of the premises (whether because of its location, facilities or temperature) for the storage services or any equipment or material used in connection with the storage services.
- You have the authority to enter into this agreement.

### **Standard storage fees**

If you take out your vehicle out of The Cave Bendigo's storage facility for an extended period and wish to hold your spot, your agreement must stay in place and monthly fees continue to be paid.

<b>Caravan Storage Price Guide</b>	
Campers and caravans up to 13 ft	\$90 + GST per month
Campers and caravans from 13ft- 16ft	\$100 + GST per month
Campers and caravans from 16ft- 19ft	\$110 + GST per month
Campers and caravans from 19ft- 22ft	\$120 + GST per month
Campers and caravans from 22ft- 24ft	\$130 + GST per month
Campers and caravans from 24ft and above	Price agreed upon intake
Boat pricing agreed upon intake	

If you agree to understand, uphold and honour the terms and conditions mentioned above please print and sign name below.

Print Name:

Signature:

Date signed:

If you have any questions or need clarification of terms and conditions, please contact us via email : [thecavebendigo@gmail.com](mailto:thecavebendigo@gmail.com) or by phone: 0435 828 015