

Classic Auto Vault

(ABN 76 747 041572)

***Car Storage - Equipment Hire - Servicing Facility
for
The Enthusiast***

Information & Application

Effective from June 2011

Classic Auto Vault Factory 7 15 Stud Road Bayswater 3153

Telephone (03) 97290066

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About Classic Auto Vault

The inspiration behind Classic Auto Vault really began when I owned my first classic car when I was 17 years of age, a long time ago. It was a 1922 Fiat 501 tourer in which I learned to drive.

The Fiat was not a speedster but interesting: gate change gears on the off side, torque tube, combined generator and starter motor and so on. I would have loved to have kept it when I left home but there was nowhere for it to remain safely and it had to go. My first love! (well almost!)

Many others cars came and went reluctantly. There were also the cars that I would have liked to have owned but had nowhere to keep them let alone work on them. It is not in my nature to exploit the generosity of friends and relations, freeloader and inconvenience them with my cars. Filling this need is the thinking behind Classic Auto Vault.

A number of commercial services are now offered and we will gladly give you this information. However, we would like to think that we have something special to offer and are commercially competitive.

That was the seed of the idea. A small-personalized facility. A place for car storage that is affordable and could provide some assistance to owners to nurture their treasures - a place for escape. It is not the place for a car that has little or no intrinsic value or if it is just a restorer's opportunity.

Although it is not a repair or restoration facility it is a suitable place for owners to remove assemblies from stored cars for work elsewhere and minor servicing.

A key requirement was accessibility. This facility satisfies that need being in Bayswater, approximately 2 km from the railway station, just off the M3 Eastlink Toll-way, shortly before joining the Eastern Freeway: MELWAYS Map 64 B4.

Classic Auto Vault has been established to provide a safe, secure place for classic car storage and for owners to be able to have their head under the bonnet, to hire a hoist and other equipment such as a transmission jack and an engine crane. There is no need to try to ignore age and fitness trying to crawl under cars and perform heavy lifting.

It is a place with a small select clientele where Owners can enjoy each others company as well as their cars.

The Offer

Facilities

Classic Auto Vault offers to suitable clients a lease of an undercover designated parking bay at its Bayswater premise in a secure building with constant electronic surveillance,

Classic Auto Vault offers competitive and affordable rates. You may store your vehicle for one week, one month, one year or more. The fees include a self-servicing concession and more.

You may choose a storage and payment option that best suits your needs. Payment in advance for long-term storage will reduce your monthly rate.

Storage duration and Rates:

Weekly Vehicle Storage: 1 to 3 weeks - \$50.00 per week payable weekly in advance.

Monthly Vehicle Storage:

\$180.00 per calendar month if paid monthly in advance.

\$170.00 per calendar month if paid 3 months paid in advance.

\$160.00 per calendar month if paid 6 months in advance.

Special Access and Attendance Fee. \$50.00 per hour or part thereof.

Rates include GST.

You can hire from Classic Auto Vault the following equipment for use on site:

2 post 4200 kg hoist

Transmission Jack (1000kg)

Engine Crane (1000kg)

Other tools and equipment including jack stands, car positioning trolleys, etc
- just ask.

Owners only may undertake minor servicing of their stored cars in the designated service area (between the hoist and the roller door) but specific approval on every occasion from the manager is required. Such work is not to be undertaken in parking bays as we are concerned about potential damage to other cars.

Normal Access

Classic Auto Vault is not a parking station and this is reflected in its price structure and arrangements: it is a car storage facility plus.

The stringent security measures at the facility and especially our desire to protect the interests of all Owners with a vehicle on site precludes providing general access.

The normal access times may be requested and negotiated between 1.00pm to 3.00 pm on Fridays and 10.00 am to 12.00 noon on Mondays except on a public holiday. It will then be open at the same times on Thursday in lieu of Fridays and Tuesday in lieu of Mondays. However, every effort will be made to be flexible in this matter in business hours subject to reasonable requests. It is advisable that you call the manager to confirm attendance before you come.

Access for repairs, appraisal and special access

On request, access for repairs, appraisal and special access will be provided within normal business hours (9.30 am to 4.30 pm Mondays to Fridays excluding Public Holidays) whenever possible subject to the payment of a Special Access and Attendance Fee.

The Owner of a car's attendance is not essential but in this case Classic Auto Vault will require the Owner's approval and instructions in writing or by email.

Client Assistance

- Toilet on site
- Telephone

A telephone is available on site for local landline emergency use (03 97290066).

- Amenities

Tea and coffee making facilities are available.

- Dispatch for Transport

On request, access for dispatch of a vehicle will be provided whenever possible within normal business hours - see above) subject to the payment of a Special Access and Attendance Fee.

The Owner's attendance is not essential but in this case Classic Auto Vault will require the Owner's approval and instructions in writing or by email for its attendance and service.

- Miscellaneous

You may use an atmosphere control "Carcoon", (see www.carcoon.com.au), or similar equipment. Use of a car cover is recommended.

Classic Auto Vault will endeavour to assist Owners in any other matter on request.

Enclosed is an application for storage and the Terms and Conditions.

Application for Storage (Additional application form enclosed)

To: Classic Auto Vault

I, (Print name in full).

of (Print address).

in the State ofPostcode.....

Drivers License Numbers is

hereby apply for the storage of my car

.....(Year, make and model)

.....(Registered Number)

or

..... (Chassis and engine number if unregistered)

I have read and understood both the "Offer" made by Classic Auto Vault made for the use of its Classic Auto Vault and the Terms and Conditions also contained herein and agree to accept the same.

I will require storage from (Date)to (Date)both inclusive, and enclose my cheque for \$..... being payment for the first month's storage.

I declare that the vehicle referred to above is currently insured as required by the Terms and Conditions for storage, that I have advised my insurance company that this vehicle will be stored at the Classic Auto Vault Bayswater premise. I acknowledge that I am storing the vehicle at this premise at all times at my own risk.

I understand that I need to contact you to arrange times both to deliver my vehicle and for access to it.

Yours faithfully

Signed:

Print Name.....

Date.....

CAV Terms and Conditions

1. Definitions

In these terms and conditions the following words and phrases have the following meanings:

“Premises” means the Classic Auto Vault facility at 7/15 Stud Road Bayswater

“Corporate Body” means the entity that manages 15 Stud Road on which the premise is situated.

“Classic Auto Vault” is a registered trading name for the car storage and equipment hire business at the premises

“Owner” means the applicant for vehicle storage who must be the legal owner of the vehicle or the Owner’s legally authorized representative..

“Vehicle” means a vehicle that an Owner has caused to be on the Premises or Corporate Body property.

“Normal Access” means the time negotiated between the times specified in the “The Offer”.

“Special Access” means outside the “Normal Access” times and during normal business hours.

2. Fees and charges

1. The Owner agrees to pay Classic Auto Vault the fees set out in the part of this document entitled “The Offer” and “Client Assistance”.
2. Any extensions of the agreed period of storage will be on the same conditions previously agreed subject to any adjustment of charges agreed in writing.
3. Storage charges are to be paid in advance and Owners will be invoiced 10 days before the end of the current storage period.
4. Storage charges do not include the cost of any carriage of a vehicle to or from storage.
5. The Owner will pay Classic Auto Vault a 10% cancellation charge in respect of any storage pre-booked or pre-paid and subsequently cancelled.
6. Charges for the hire of equipment are to be paid before the use of any item. All equipment is to be used complying with safe practices and where available the manufacturers guidelines. No warranty is offered on hired equipment and hirers use the equipment at their own risk. All hired equipment is to be used on-site and not removed from the property.
7. Classic Auto Vault charges may be increased from time to time after 21 days prior notice to the Owner and shall apply after the current contract period.
8. The Owner will be liable for payment for all materials used on his vehicle during storage in respect of any services agreed to be supplied by Classic Auto Vault.

9. The Owner shall give Classic Auto Vault at least 7 days notice of his intention to remove any vehicle. Classic Auto Vault may at any time require the Owner to remove any vehicle upon 14 days notice in writing to the Owner.

Condition of vehicle

10. The Owner agrees that the photographic record of the vehicle and any notes or schematic diagrams duly signed by the Owner and Classic Auto Vault made upon delivery for storage is a true and accurate record of the condition of the vehicle at that time.

11. The Owner shall on or before presentation of the vehicle for storage inform Classic Auto Vault in writing of any special care required due to the particular nature of the vehicle giving precise details specifying all precautions necessary.

12. The vehicle shall be in such condition so as not to cause damage or injury or the likelihood of damage or injury to the property of Classic Auto Vault or to any other vehicles and the Owner will indemnify Classic Auto Vault, its representatives, officers and employees against any loss or damage it may suffer as a result of breach of this Condition and will pay all costs and expenses incurred as a result of, and Classic Auto Vault's reasonable charges for, dealing with the breach and its consequences.

3. Use of Premises

13. Work on cars may not be carried out inside the premise, or in parking bays outside or on other Corporate Body property except subject to approval on the hoist and in the service bay.

14. Smoking in the premises is strictly prohibited.

15. Noise and the activity should be controlled so as not to be a nuisance to occupants of other premises.

16. The Classic Auto Vault premises are not to be used for vehicle, painting, rebuilding, and dismantling of assemblies or major repairs.

17. Under no circumstances are the roof structures or other fixtures of the building to be used as a scaffold except for the installed chain block.

18. The Owner undertakes to immediately remove from the Premises and to properly dispose of any waste resulting from his or her activity in the Premises. The Owner shall be responsible for the immediate cleanup of any spillage made by him and failure to do will incur additional charges.

19. When presented for storage, no explosive or dangerous articles may be deposited or stored in the vehicle including fuel other than in the vehicle's fuel tank. The vehicle's battery whilst it is in the vehicle is not to be connected to a charger.

20. The Owner warrants that he will not cause any obstruction, and will not park anywhere within the building in an area that is not designated as the owner's leased area, and will not park anywhere designated as a no parking area. The Owner warrants that he will not use the Premises other than in accordance with instructions that an authorised person may give; and will comply with all reasonable directions and requests made by an authorized agent of Classic Auto Vault.

21. Classic Auto Vault reserves the right to terminate immediately activity within the premise or on the property of the Corporate Body without notice.

Limitation on Liability

22. Each exclusion or limitation in these Terms and Conditions exists separate and cumulatively.

23. Classic Auto Vault shall be relieved of its contractual obligations to the extent that their performance is prevented by or the non-performance results wholly or partly, directly or indirectly from the act, neglect or default of the Owner including any breach by the Owner of these Conditions, or by storm, flood, fire, explosion, breakdown or unavailability of plant and/or machinery, riot, civil disturbance, industrial dispute, labour disturbance or cause beyond the reasonable control of Classic Auto Vault.

24. The Owner expressly acknowledges that the Classic Auto Vault does not insure any vehicle in storage and responsibility for maintaining insurance in respect of any vehicle deposited shall remain with the Owner who warrants that he will maintain an insurance policy in respect of any vehicle in storage for fire, theft, accidental damage in store and any other risks as the Owner may require to be insured against. The Owner also warrants that he or she has advised the insurer that the vehicle will be located at the premises of Classic Auto Vault.

25. Classic Auto Vault shall not liable to the Owner of a vehicle stored or to be stored, injury to the Owner or anybody else, damage to, the destruction of, theft of or unauthorised delivery up of any stored vehicle or any other vehicle property whether authorized or not; and damage to, destruction of, theft of or delivery up of any property (Including anything in or on your vehicle or any other vehicle); however caused, and that you will release and indemnify us from any claim, which you might otherwise have against us.

26. The Owner agrees to indemnify Classic Auto Vault in respect of any claim made against Classic Auto Vault as a consequence of, in relation to, or in any way arising out of the use of the Premises and the Corporate Body premises at 15 Stud Road Bayswater.

27. It is agreed that Classic Auto Vault will have no liability for any destruction, damage or loss to the vehicle or any items contained within the vehicle howsoever caused, nor any delay, non-delivery, miss-delivery, unauthorised delivery or non-compliance with instructions provided that if and to the extent the Loss is directly caused by the neglect or wilful act or default of the Classic Auto Vault, its employees or sub-contractors.

28. Classic Auto Vault will not be responsible for the loss, damage or destruction of any vehicle whilst in the control of a sub-contractor or similar third party when the Owner has requested or agreed to such a procedure.

29. In no case whatsoever shall Classic Auto Vault be liable for any loss of profit or income or indirect or consequential Loss of any kind.

30. All persons enter and use the Classic Auto Vault and the Corporate Body Premises at 15 Stud Road Bayswater at their own risk.

31. Classic Auto Vault's liability as set out in these conditions is subject to any law which restricts or forbids that exclusion of liability including the Trade Practices Act.

Non payment of accounts

32. The Owner acknowledges that if an account is overdue by more than 7 days that Classic Auto Vault will contact him or her on the matter. If the account is still unpaid after a further 7 days the Owner acknowledges that Classic Auto Vault may at its sole discretion remove the vehicle from the building and that Classic Auto Vault will have no responsibility for its security. Alternatively Classic Auto Vault may hold the vehicle for security until outstanding monies are paid. In the event that a vehicle is held for security, the Owner agrees that he will be liable to pay Classic Auto Vault the amount that Classic Auto Vault charges owners for storage of similar vehicles.

33. The owner agrees to pay interest to Classic Auto Vault on any amounts outstanding at the rate of 12% per annum, such interest to compound on a monthly basis. In the event of an invoice remaining unpaid for more than 60 days access to the vehicle may be denied and the wheels clamped.

4. Dispute resolution

34. Any claim by the Owner against Classic Auto Vault shall be notified in writing to Classic Auto Vault within 21 days of the claim coming to the Owner's knowledge or of the vehicle being delivered whichever shall be the sooner and any claims not so notified shall be deemed waived.

35. In the instance of dispute, Classic Auto Vault may agree to a professional and independent arbitrator being appointed for the settling of that dispute. The decision of the arbitrator will be final. The fees payable to the arbitrator will be paid by the Owner.

5. Notices

36. The Owner shall give Classic Auto Vault notification of any changes of the Owner's address. Any notice or communication required to be given or sent by Classic Auto Vault to the Owner in connection with this agreement shall be deemed to be properly given or sent by post addressed to the Owner at the address set out on the application or at the last address of which the Owner has given written notice of to Classic Auto Vault.

6. Miscellaneous

37. This agreement and any other contract between Classic Auto Vault and the Owner shall be governed in all respects by the laws of the State of Victoria and the Owner hereby submits to the exclusive jurisdiction of the Courts of the State of Victoria.

38. These Conditions may only be altered by a Notice from Classic Auto Vault to the Owner.

39. If any of these conditions are deemed to be illegal or unenforceable, the offending part is to be disregarded and does not affect the remaining part.

Contact us:

Telephone: 0438582751 (or in emergencies 0417548166)

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