

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” (CAV) 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.