



RACQ Mobility Centre Caravan Facility Storage Licence Terms and Conditions

1. Agreement

By accepting the Offer, the Licensee agrees to these the terms of this Agreement.

2. Grant of Licence

- 2.1. RACQ grants the Licensee a licence to use the Designated Space for the Permitted Purpose for the Term and to access the Centre and the Facility to access the Designated Space for the Permitted Purpose in accordance with this Agreement.
- 2.2. The rights granted by the Licence are contractual only and do not confer any leasehold or other interest in the Facility, the Designated Space or the Centre.
- 2.3. If the Licensee does not remove the Licensee's Property from the Facility at the end of the Term the Licensee must continue to comply with the terms of this Agreement in relation to the Licensee's Property, the Centre and the Facility, and the Fees will continue to apply, until the Licensee's Property is removed.

3. Licensee's obligations

The Licensee must:

- 3.1. use the Designated Space only for the Permitted Purpose;
- 3.2. comply with all Centre procedures notified to it from time to time, RACQ's reasonable directions and all applicable Laws in relation to its use of the Designated Space and access to the Facility and the Centre;
- 3.3. not (and must not permit any person to):
 - 3.3.1. conduct any business from, reside in, or store any Prohibited Items within, the Licensee's Property whilst within in the Facility;
 - 3.3.2. bring any Hazardous Items into the Centre;
 - 3.3.3. cause any nuisance within the Centre, modify the Designated Space or any part of the Facility; or
 - 3.3.4. unreasonably interfere with another person's use of the Facility or the Centre;
- 3.4. ensure that the Licensee's Property is clean and free of vermin, mould and food or other waste and that all rubbish and waste collection facilities and tanks are emptied before bringing the Vehicle into the Centre;
- 3.5. report any damage to any part of the Centre or any property within the Centre, or any injury to any person occurring within the Centre, to RACQ promptly after becoming aware of it;
- 3.6. comply with any security and access requirements in relation to access to the Centre or the Facility and maintain the security of any access device or code provided by RACQ for the purposes of accessing the Centre or the Facility;
- 3.7. immediately notify RACQ if any access device or code is lost, stolen or otherwise compromised;
- 3.8. ensure that the Vehicle is securely locked and all external items are fastened and secured when stored at the Facility and ensure that any Licensee's Property other than the Vehicle is stored within the Vehicle;
- 3.9. not take photos or video or otherwise record the activities of other users of the Centre outside of the Facility or disclose details of the activities of others at the Centre outside of the Facility that the Licensee observes, except as required by Law or this Agreement;
- 3.10. not publish any material or make any communication (including any photography, film production or videography) which identifies or refers to the RACQ Group (including any RACQ Group name, brand, logo, trade mark or other intellectual property), the Centre or the subject matter or terms of this Agreement without the prior written of RACQ;

- 3.11. ensure that the Invitees comply with this Agreement when within the Centre and will be responsible for their acts and omissions within the Centre;
- 3.12. if applicable, ensure that the Vehicle remains Registered and roadworthy, whilst within the Facility;
- 3.13. remove all of the Licensee's Property from the Centre within 24 hours of termination or expiry of this Agreement and leave the Designated Space clean and otherwise in the condition it was at the commencement of the Term, fair wear and tear excepted (except to the extent caused or contributed to by RACQ or its Representative or another user of the Facility) .

4. Licensee's warranties and acknowledgements

4.1. The Licensee acknowledges that:

- 4.1.1. access to the Facility will only be permitted during the Facility Hours and in accordance with the access and security procedures adopted by RACQ;
- 4.1.2. other persons may be accessing the Facility and Centre at the time the Licensee wishes to do so, and the Licensee will have no special priority over other persons accessing the Centre or Facility;
- 4.1.3. to the extent permitted by Law (and without limiting any of the Licensee's rights at Law which cannot be excluded) and except to the extent directly caused by an act or omission of RACQ or its Representatives, the Licensee uses the Designated Space and accesses the Centre and the Facility at the Licensee's sole risk and bears the risk of theft, damage, destruction, deterioration and loss of any of the Licensee's property whilst at the Centre;
- 4.1.4. the Licensee is responsible for insuring the Vehicle and any other Licensee's Property
- 4.1.5. RACQ will not be required to take out insurance on any Licensee's Property;
- 4.1.6. security systems may be operating within the Centre (including the Facility), including video and audio recording systems and (without limitation) RACQ may use such recordings for advertising and marketing purposes (provided it does not disclose the Licensee's Personal Information);
- 4.1.7. there are no facilities for cleaning the Vehicle or disposing of waste and no handling equipment, such as trolleys, within the Centre;
- 4.1.8. no electrical connections or electricity supply will be available to the Designated Space;
- 4.1.9. RACQ does not, and will not be deemed to have knowledge of any Licensee's Property;
- 4.1.10. RACQ is not a bailee or warehouseman of any Licensee's Property and does not take possession of any of it except as expressly stated in this Agreement;
- 4.1.11. other than the grant of the Licence, RACQ will not provide any goods or services to you under this Agreement (including pick up, delivery, repair or maintenance services);
- 4.1.12. RACQ may temporarily restrict access to the Centre or Facility where it considers it reasonably necessary, including in an emergency or due to a Force Majeure Event, where RACQ considers it necessary for the safety of its Representatives or users of the Centre or where reasonably necessary to undertake maintenance or capital works of any part of the Centre; and
- 4.1.13. The Licensee is responsible for any property damage or personal injury the Licensee or their Invitees cause whilst at the Centre.

- 4.2. The Licensee warrants that it owns the Licensee's Property or is authorised by the owner of the Licensee's Property to deal with it in accordance with this Agreement.

5. RACQ's right to access

RACQ and its Representatives may access the Designated Space and, where reasonably required, any Licensee's Property:

- 5.1. on 14 days notice to you where RACQ reasonably considers it necessary to confirm the Licensee's compliance with this Agreement (in which case, you may be present at the inspection);
- 5.2. immediately and without notice to the Licensee in the event of an emergency or where RACQ reasonably believes the Licensee's Property may cause damage to any property, person or the environment; and
- 5.3. immediately and without notice to you in order to comply with an applicable Law, the requirement of a regulatory or law enforcement authority or RACQ's insurance policies.

6. RACQ's rights and obligations

- 6.1. RACQ will use reasonable endeavours to:
 - 6.1.1. provide advance notice of any restrictions of access to the Facility due to capital or maintenance works; and
 - 6.1.2. minimise disruption to the use of the Facility whilst these works are conducted.
- 6.2. RACQ will provide notice as soon as reasonably practicable after becoming aware of an unplanned interruption to access to the Facility and will provide updates of such details at reasonable frequencies.
- 6.3. RACQ will use reasonable endeavours to ensure that access to the Facility is available during the Facility Hours in accordance with this Agreement.
- 6.4. Where it considers it reasonably necessary for the good order and management of the Centre and the Facility, RACQ may, by giving the Licensee at least 2 months notice to the Licensee change the Designated Space, in which case, the Licensee must move the Licensee's Property to the new Designated Space within 1 month after the expiry of that notice period.
- 6.5. RACQ may refuse to permit the Licensee to change the Vehicle if the new Vehicle is not a substantially similar type of vehicle to the existing Vehicle and is not a caravan, motorhome, boat, campervan or trailer.

7. RACQ's warranties

- 7.1. RACQ warrants that it has the right to enter into this Agreement and perform its obligations under it.
- 7.2. RACQ makes no warranty or representation, except for representations and warranties implied by Law which may not be excluded (and in which case, liability is limited to the maximum extent permitted by Law), as to the state of the Centre, the Facility or the Designated Space their suitability, for any particular purpose.

8. Fees

- 8.1. The Licensee must pay the Fees in accordance with this Agreement and must pay any government taxes, charges or duties (including any GST) payable in respect of this Agreement.
- 8.2. Fees are payable in advance (other than additional Fees referred to in clause 2.3, which must be paid on demand).
- 8.3. RACQ may increase the Fees annually by three months notice with effect no earlier than 1 July each year. An increase in Fees will take effect from the earlier of the commencement of an extension or renewal of the Term and the 1 October following giving of the notice.
- 8.4. Without limiting RACQ's rights, the Licensee must reimburse RACQ for any costs reasonably incurred by RACQ in order to comply with a requirement of any regulatory or law enforcement authority (including any call out fees) arising from a breach by the Licensee of this Agreement.

9. Liability

- 9.1. Subject to clause 9.4, to the maximum extent permitted by Law, RACQ's aggregate liability to the Licensee in respect of this Agreement in respect of any calendar year is limited to the aggregate of the Fees paid in that calendar year.

- 9.2. The Licensee indemnifies the RACQ Group and its Representatives against any costs, losses, expenses, damages, claims, actions or liabilities incurred, suffered or brought against any of them as a result of the Licensee's or their Invitees' acts or omissions in relation to the Licensee's Property or any damage or injury caused by it (except to the extent directly caused or by a member of the RACQ Group or its Representative).
- 9.3. The Licensee releases the RACQ Group and its Representatives from any liability for damage to the Licensee's Property or injury to the Licensee or an Invitee occurring at the Centre except to the extent directly caused by a member of the RACQ Group or its Representative and for any damage to any Abandoned Property resulting from RACQ exercising its rights pursuant to clause 13.2, except to the extent caused by the negligence or wilful misconduct of RACQ or its Representative.
- 9.4. To the maximum extent permitted by Law, RACQ's liability to the Licensee in respect of:
 - 9.4.1. damage to the Licensee's Property (other than Abandoned Property) occurring at the Centre directly caused by a member of the RACQ Group or its Representative; and
 - 9.4.2. for any damage to any Abandoned Property resulting from RACQ exercising its rights pursuant to clause 13.2, to the extent caused by the negligence or wilful misconduct of RACQ or its Representative.

is limited to the lesser of the cost to relevant damage and the value of the relevant property.

- 9.5. Neither party will be liable to the other for any consequential, special or indirect loss.
- 9.6. If the Licensee has more than 1 Designated Space or licence for use of the Facility, a breach of an agreement in relation to one of them is deemed to be a breach in relation to all of them.

10. Termination

- 10.1. This Agreement, and the Licence, continues until terminated in accordance with this Agreement.
- 10.2. Termination or expiry of this Agreement is without prejudice to any rights that arose under it prior to such expiry or termination.
- 10.3. Clauses 13 survive termination or expiry of this Agreement.
- 10.4. Either party may terminate this Agreement by giving at least 3 months notice to the other (in which case, RACQ must refund any Fees paid for the period after termination).
- 10.5. Either party may terminate this Agreement by notice in writing to the other if the other party commits a material breach of this Agreement; and if the breach is:
 - 10.5.1. incapable of remedy, in which case, the Agreement will terminate immediately; or
 - 10.5.2. capable of remedy, the breach is not remedied within 30 days of giving the notice, in which case the Agreement will terminate at the end of that period.
- 10.6. This Agreement will terminate automatically if the Licensee ceases to own the Vehicle or the Vehicle ceases to be Registered (if Registration is required).
- 10.7. RACQ may terminate this Agreement immediately by giving notice to the Licensee if the Licensee engages in any illegal activity in relation to the Designated Space, Facility or Centre, if the Licensee's Property is reasonably likely to cause harm to any property, persons or the environment or the Licensee or their Invitees act in an aggressive or abusive manner towards any person at the Centre, including Centre staff and other users of the Facility or towards Representatives of the RACQ Group.

11. GST

- 11.1. If a Supply made under or in connection with this Agreement is a Taxable Supply, then at or before the time the consideration for the Supply is payable:
 - 11.1.1. the Recipient must pay the Supplier an amount equal to the GST for the Supply (in addition to the consideration otherwise payable under the Agreement for that Supply if that consideration is expressed to be exclusive of GST); and
 - 11.1.2. the Supplier must give the Recipient a Tax Invoice for the Supply.

- 11.2. If either party has the right under this Agreement to be reimbursed or indemnified by another party for a cost incurred in connection with this Agreement, that reimbursement or indemnity excludes any GST component of that cost for which an Input Tax Credit may be claimed by the party being reimbursed or indemnified, or by its Representative Member or other similar person entitled to the Input Tax Credit (if any).
- 11.3. Capitalised terms in this clause 11 have the meanings given to them in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
- 11.4. This clause 11 survives termination of this Agreement.

12. Australian Consumer Law

- 12.1. Certain State and Commonwealth legislation, including the *Competition and Consumer Act 2010* (Cth), may imply warranties and conditions or impose obligations which cannot be excluded, restricted or otherwise modified. This Contract does not purport to exclude any statutory rights available to the Licensee and must in all cases be read subject to those statutory provisions. Other than those statutory provisions, RACQ excludes all conditions and warranties which may be implied by law.
- 12.2. To the maximum extent permitted by law and without limiting clause 9, RACQ's liability for breach of any implied warranty or condition which cannot be excluded is restricted at RACQ's option to the resupply of goods or services supplied or offered by RACQ or the payment of the cost of having those good or services re-supplied.

13. Abandoned property

- 13.1. Nothing in this Agreement limits RACQ's rights under any Law in relation to non-payment of amounts due by the Licensee or the Licensee's failure to remove Licensee's Property when required by this Agreement.
- 13.2. RACQ may, at its discretion and subject to giving at least 30 days notice to the Licensee, arrange for the disposal, storage or sale or return to the address specified in the Application (or subsequently notified by the Licensee) of any Abandoned Property and the Licensee authorises RACQ to do so and may recover the costs of doing so from you as a debt due to RACQ. The Licensee appoints RACQ and each of its directors (severally) as its attorney for the purpose of exercising its rights of sale under this clause.
- 13.3. If RACQ sells any Abandoned Property, it will pay the proceeds of sale (less any amounts owing to RACQ by the Licensee or any third party in respect of the Licensee's Property) within 30 days of the later of receipt of the proceeds and the Licensee giving RACQ notice of the bank account into which the proceeds should be deposited.
- 13.4. The Licensee consents to RACQ exercising its rights under this clause 13, regardless of the nature or value of the Abandoned Property.
- 13.5. RACQ is deemed to be in possession of Abandoned Property from the time it accesses the Designated Space for the purposes of exercising its right under this clause 13.
- 13.6. The Licensee grants RACQ a contractual lien over any Licensee's Property or Abandoned Property in respect of any amounts due to RACQ under this Agreement which you do not pay when due to secure payment of such unpaid amounts.

14. Privacy and Personal Information

- 14.1. RACQ collects, holds and discloses the Licensee's personal information (such as your name, address, email address and vehicle details) in accordance with the RACQ Privacy Policy which is available at <https://www.racq.com.au/privacy>.
- 14.2. If the Licensee has any questions or comments regarding privacy in relation to RACQ, please contact RACQ on 13 19 05 or email at privacy@racq.com.au. If the Licensee wishes to make a complaint or otherwise do not agree with a decision made by RACQ in relation to the access or update its personal information please write to: Privacy Officer, Group Risk & Compliance, PO Box 4 Springwood QLD 4127.

15. Force Majeure

- 15.1. A party will be relieved of its obligations (other than an obligation to pay money) to the extent those obligations are prevented by a Force Majeure Event.

- 15.2. A party must immediately notify the other party of any Force Majeure Event and take reasonable steps to resume the performance of its affected obligations as soon as reasonably possible.

16. Notices

- 16.1. Notices given under this Agreement must be in writing and delivered personally, by post or by email or, in the cases of notices to the Licensee, by text to:
- 16.1.1. In the case of RACQ: 1801-1827 Mount Cotton Road Cornubia 4130
Mobility.Centre@racq.com.au
- 16.1.2. In the case of the Licensee, to the address, phone number or email address used in the Application,
- in each case, as updated by notice.
- 16.2. A notice sent by post will be deemed received 6 days after posting. A notice sent by email will be deemed received at the time and on the date that it is sent, unless the sender receives notification that the delivery of the email was unsuccessful, in which case the email will not be deemed to have been received. A notice which is received after 5pm Brisbane time or on a day which is not a Business Day will be deemed to be received at 9am on the following Business Day.
- 16.3. If the Licensee comprises more than one person, a notice to one of them is deemed to be a notice to all of them.

17. General

- 17.1. The Licensee may not, assign this Agreement or any part of it without the prior written consent of RACQ.
- 17.2. RACQ may assign or novate all or part of its rights and obligations under this Agreement to another member of the RACQ Group or a purchaser of an equivalent interest in the Centre without the Licensee's prior written consent, and in that event RACQ will notify the Licensee.
- 17.3. The Licensee should be aware that if it enters into a new Licence in relation to the Facility following expiry of the Term, that licence will be subject to the licence terms and conditions in effect at the commencement of that new licence. Those terms which may be different from these terms and conditions and the Licensee is encouraged to read the terms and conditions then in effect prior to agreeing to any new licence.
- 17.4. This Contract is governed by and must be construed according to the laws of Queensland. Each party irrevocably submits to the non exclusive jurisdiction of the courts of Queensland.
- 17.5. Each Party will bear its own legal and other costs and expenses relating to this Agreement.
- 17.6. This Agreement represents the entire agreement between the Parties and supersedes all prior agreements and understandings between the Parties.
- 17.7. If any part of this Agreement is invalid or unenforceable, that part will (if possible) be read down to the extent necessary to avoid the invalidity or unenforceability, or alternatively will be deemed deleted; and this Agreement will remain otherwise in full force.
- 17.8. The failure of a Party to enforce a provision or the granting of any time or indulgence will not be construed as a waiver of the provision nor of a waiver of the right of the Party at a later time to enforce the provision.
- 17.9. This Agreement may be signed in counterparts. Each counterpart will be deemed an original and the counterparts taken together constitute one and the same instrument.
- 17.10. RACQ enters into this Agreement for and on behalf of itself and each member of the RACQ Group.

18. Definitions and Interpretation

- 18.1. In this Agreement, unless the contrary intention appears:



Abandoned Property means any Licensee's Property not removed from the Centre when required under this Agreement.

Application means the Licensee's application for a Licence.

Business Day means any day which is not a Saturday, Sunday or gazetted public holiday in the local government area in which the Centre is located, and otherwise excluding all days inclusive of 27 December to 31 December in any given year.

Centre means the RACQ Mobility Centre located at 1753-1799 Mt Cotton Road, Cornubia, Queensland.

Designated Space means the designated space specified in Offer (as changed in accordance with clause 6.4)

Facility means the caravan self storage facility location at the Centre as identified in the Schedule.

Facility Hours 7am- 6pm, as amended by RACQ from time to time.

Fees means the fees specified in the Offer, as amended in accordance with clause 8.3.

Force Majeure Event means, any event outside the reasonable control of the affected party which prevents the performance of any obligation and which event:

- (a) was not caused or contributed to by that party;
- (b) could not have been prevented by reasonable precautions or remedied by reasonable expenditure by the party which is seeking to rely on the event; and
- (c) could not reasonably be circumvented or overcome.

Hazardous Items means hazardous materials, explosives, inflammable materials (including gas bottles) and materials that are harmful to people, property or the environment.

Invitee means a person present at the Centre at the Licensee's invitation or by association with the Licensee.

Law means any Act of Parliament, any subordinate law, rules, regulations, local laws, ordinances, orders, proclamations or by-laws that are made under an Act of Parliament and where the context requires, includes the common law and equity.

Licence means the licence granted pursuant to clause 2.1.

Licensee means the person or people specified as such in the Application.

Licensee's Property means any property of the Licensee whilst it is in the Facility (whether permitted by this Agreement or otherwise).

Offer means the offer of a licence made by RACQ to the Licensee in response to an Application.

Permitted Purpose means to store the Vehicle and to access the Facility for the purposes of storing, retrieving and accessing the Vehicle in accordance with this Agreement.

Personal Information has the meaning given in the *Privacy Act 1988* (Cth).

Prohibited Items means food, valuables (including items of sentimental value), Hazardous Items, illegal or stolen materials, documents containing Personal Information, animals and plants.

RACQ means RACQ-Queensland Driving Excellence Centre Pty Ltd (ABN 96 605 970 107).

RACQ Group means The Royal Automobile Club of Queensland Limited (ABN 72 009 660 575) and its Related Bodies Corporate.

Registered means registered under the *Transport Operations (Road Use Management) Act 1995* (Qld) or equivalent Laws in another State or Territory or other laws applicable to the registration of the Vehicle for use on public roads or waterways.

Related Bodies Corporate has the meaning given in the *Corporations Act 2001* (Cth).

Representative means officers, employees, agents and contractors.

Term means the period specified in the Offer.

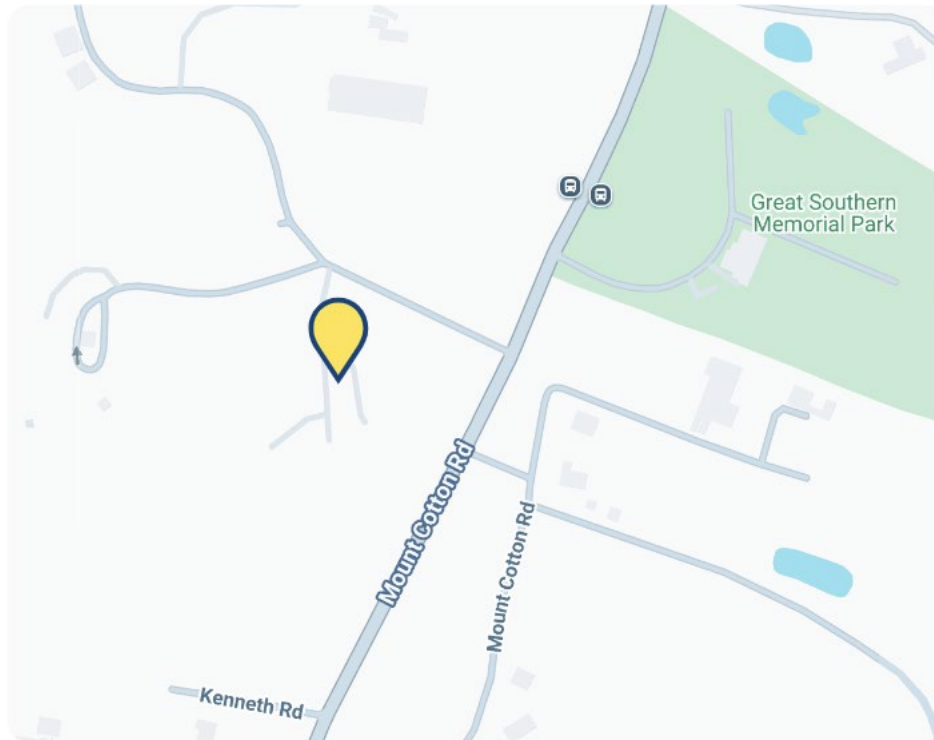
Vehicle means the caravan, motorhome, boat, campervan, trailer or similar specified in the Application as updated by notice from the Licensee from time to time (provided

such updated Vehicle meets the size limits of the Designated Space and this Agreement).

18.2. In this Agreement:

- 18.2.1. words in the singular include the plural and vice versa;
- 18.2.2. where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- 18.2.3. a reference to a person is to be construed as a reference to an individual, body corporate (including a company, corporation and incorporated association), unincorporated association, organisation, partnership, firm, joint venture or government body;
- 18.2.4. references to any document (including this Agreement) include references to the document as amended, consolidated, supplemented, novated or replaced;
- 18.2.5. a reference to a statute includes a reference to all enactments amending or consolidating the statute and to an enactment substituted for the statute and any subordinate legislation, including regulations;
- 18.2.6. monetary references are references to Australian currency;
- 18.2.7. any Schedules or Annexures form part of this Agreement;
- 18.2.8. headings are included for convenience only and do not affect interpretation of this Agreement;
- 18.2.9. no provision will be construed adversely to a party solely on the grounds that the party was responsible for the preparation of this Agreement or that provision;
- 18.2.10. where time is to be calculated by reference to a day or event, that day or the day of that event is excluded;
- 18.2.11. where something is done or received after 5.00 pm on any day, it will be taken to have been done or received on the following day;
- 18.2.12. where a provision in this Agreement requires anything to be done on a day that is not a Business Day, that matter or thing may be done or will be taken to have been done on the next succeeding day that is a Business Day;
- 18.2.13. 'includes' means includes without limitation;
- 18.2.14. If a party comprises more than one person, a reference to the party is a reference to each of those persons severally and to each group of two or more of them jointly.

SCHEDULE



RACQ Mobility Centre

1801–1827 Mt Cotton Road, Cornubia QLD 4130

1300 479 755