

## Storage Agreement – Full Terms and Conditions

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### 1. APPLICATION AND ACCEPTANCE

- 1.1 These Full Terms and Conditions apply to the supply of a Safety Deposit Box to the Storer.
- 1.2 Where more than one Storer has entered into this Agreement, each Storer shall be jointly and severally liable including for all payments.
- 1.3 Where the Storer is a trustee of a trust, the Storer enters into the Agreement both personally and in its capacity as trustee of the trust.

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### 2. TERM AND RENEWAL

- 2.1 This Agreement commences on the Move-in Date and continues for the Term.
- 2.2 At the end of the then Term, unless the Storer:
  - (a) has notified GSB that it does not wish to renew the Term or wishes to terminate this Agreement at the end of the Term; and
  - (b) has removed all Storer Property from the Safety Deposit Box and returned the key prior to the end of the Term,the Term automatically renews for the Automatic Renewal Period.
- 2.3 Prior to the end of the Term, the Storer is required to:
  - (a) attend the Premises (subject to the Access Policy and the Identity Policy);
  - (b) pay all outstanding moneys payable, including any Fees to the end of the Term;
  - (c) remove all Storer Property from the Safety Deposit Box; and
  - (d) return all keys.

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### 3. SAFETY DEPOSIT BOX

- 3.1 During the Term, GSB grants an exclusive licence to the Storer to use the Safety Deposit Box on the terms of this Agreement and subject to the Safety Deposit Box Contents Policy.
- 3.2 The Storer may use the Safety Deposit Box to store Storer Property which it is legally entitled to store, and which is only accessible by the Storer or its Alternate Contact Persons.
- 3.3 The Storer may not use the Safety Deposit Box to store:
  - (a) anything contrary to Law;
  - (b) anything contrary to the Safety Deposit Box Contents Policy;
  - (c) any item which may not be stored on the Premises;
  - (d) any liquids;
  - (e) anything which is offensive in nature or illegal;
  - (f) anything that has been declared dangerous or hazardous under State or Federal legislation;
  - (g) any dangerous, flammable, corrosive, noxious, or perishable items;
  - (h) weapons, regardless of whether they are in working order;
  - (i) anything which may become a nuisance to any person;
  - (j) anything which may cause any damage to the Premises, GSB's property, or the property of any third party;
  - (k) any item which you do not have full legal entitlement to store to the exclusion of third parties. This includes the item of another person, jointly owned item which may be subject to a dispute over ownership or entitlement, and anything the subject of an Encumbrance which a third party may seek to perfect by possession; and
  - (l) any item the storage of which will make us subject to any liability or penalty, anything that requires any special handling or storage to enable its safe or effective storage.
- 3.4 If GSB reasonably considers that the Safety Deposit Box contains anything in breach of clause 3.3, then:
  - (a) where GSB considers in its discretion there is a risk to the safety of an individual or of any property, open the Safety Deposit Box, and deal with it as GSB considers appropriate in its discretion (including by destroying it or handing it to appropriate authorities). GSB will not be liable to the Storer for any Loss or Claim in respect of this clause 3.4(a); and

(b) otherwise, will give reasonable notice to the Storer to remove anything in breach of clause 3.3, and GSB may terminate this Agreement.

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#### 4. FEES, PAYMENT, CHARGES AND DEPOSIT

- 4.1 The Storer will pay GSB for the use of the Safety Deposit Box at the rates in the Details as adjusted in accordance with these Terms and Conditions ("Fees"). The Fees are dependent on the size and nature of the Safety Deposit Box, the Coverage in clause 10 and the duration of the Term.
- 4.2 The Storer must pay the Fees in advance prior to the Move-in Date and the commencement of any renewed Term by direct deposit.
- 4.3 The Storer must enter into a direct debit authority with GSB's nominated direct debit service provider in favour of GSB which enables direct debit payments of the Fees and any other amounts owing under this Agreement. The contract that the Storer enters into with EziDebit (or such other direct debit service provider GSB requires) is, and is subject to the terms of, a separate contract to this Agreement.
- 4.4 The Storer must keep the direct debit authority in place until 30 days after the end of the Term.
- 4.5 Any amount payable is in Australian dollars, and is inclusive of GST.
- 4.6 Subject to clause 16.2, no part of the Fee is refundable if the Storer elects to cease using the Safety Deposit Box prior to the end of the Term.
- 4.7 On or before 1 June in each year during the Term, GSB will give notice of an increase in the Fee. The increase in the Fee will take effect from 1 July in the same year. The Fee will increase by the greater of:
- (a) 2 percent; and
  - (b) 2 percent more than the annual movement in the CPI.
- GSB may, in its discretion, vary the Fee by an amount less than it is entitled to under this clause 4.7.
- 4.8 Prior to the Move-in Date, the Storer must pay the Deposit to GSB. Subject to compliance with these Full Terms and Conditions (including clause 2.3), GSB will return the Deposit less any outstanding Fees and other amounts, including any amounts reasonably anticipated by GSB.

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#### 5. KEYS

- 5.1 GSB will provide two keys to each Safety Deposit Box.
- 5.2 The Storer acknowledges that no other keys exist to open the Safety Deposit Box.
- 5.3 All keys to Safety Deposit Boxes remain the property of GSB.
- 5.4 The Storer must:
- (a) not make a copy of the keys;
  - (b) not mark the keys;
  - (c) keep the keys safe and secure;
  - (d) not provide the keys to any person other than an Alternate Contact Person; and
  - (e) ensure that no other person does any of the acts or omissions in this clause 5.4.
- 5.5 Without limiting the remedies of GSB under this Agreement, if the Storer does not have a key for any reason, the Storer acknowledges that GSB must destructively remove the current lock, replace the lock and have new keys cut, and the Storer must indemnify GSB for those costs on demand and pay GSB the Administration Fee.

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#### 6. ACCESS AND COLLECTION

- 6.1 Access to the Safety Deposit Box (including collection of the Storer Property) and including by an Alternate Contact Person is subject at all times to:
- (a) this Agreement;
  - (b) the Law; and
  - (c) the AML/CTF Policy, Access Policy and Identity Policy.
- 6.2 GSB is not obliged to provide access to the Safety Deposit Box unless the Storer has paid all outstanding moneys payable to GSB, including any Fees.
- 6.3 GSB does not guarantee that the Premises will be open at any particular times.
- 6.4 GSB is not liable to the Storer if the Storer is unable to access or collect the Storer Property at the time of the Storer's choosing.

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## 7. ALTERNATE CONTACT PERSON

- 7.1 The Storer may request to nominate an individual in writing to GSB to be an Alternate Contact Person. GSB will confirm in writing when the Alternate Contact Person is authorised, and any conditions on that authorisation.
- 7.2 The Alternate Contact Person will be subject to, and the Storer will ensure the Alternate Contact Person is aware of and will comply with:
- (a) this Agreement;
  - (b) the Law; and
  - (c) the AML/CTF Policy, Access Policy and Identity Policy.
- 7.3 That Alternate Contact Person acts as an agent of the Storer and may exercise the Storer's rights under and subject to clause 6. The Storer is responsible and liable for the acts and omissions of any Alternate Contact Person. The Storer releases and indemnifies GSB in respect of any Loss or Claim associated with the acts and omissions of any Alternate Contact Person.
- 7.4 The Storer may request to remove the authorisation of an Alternate Contact Person by giving written notice to GSB. The removal of the authorisation of an Alternate Contact Person is not effective until GSB confirms the same in writing to the Storer.

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## 8. RISK AND TITLE

Risk and title to the Storer Property remains with the Storer at all times.

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## 9. STORER WARRANTIES

- 9.1 The Storer warrants that:
- (a) it has all right, title and interest in the Goods; and
  - (b) the Goods are free from all Encumbrances.

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## 10. COVERAGE

- 10.1 During the Term, GSB will have insurance in respect of all claims and damages sustained or discovered to have been sustained during the Term by reason of damage, destruction, theft, disappearance or physical loss by any cause of gold, silver, diamonds, precious metals, jewellery, specie, cash, securities, bonds, certificates, bills of exchange or any other property or articles of intrinsic value, the property of the Storer contained in the Safety Deposit Box at the Premises, subject to the conditions and exclusions of the policy, to a maximum of the Coverage.
- 10.2 The Storer will obtain its own financial advice and insurances in respect of the Storer Property during the Term, or has made the positive decision not to so insure.
- 10.3 GSB is not an insurance provider and is not offering insurance to the Storer. GSB is offering certainty that it will have sufficient funds to answer to a contractual claim for damages by the Storer for a breach of this Agreement by GSB of the kind referred to in clause 17.1 and on the terms of this Agreement.
- 10.4 GSB will provide the Storer with the terms and conditions of the insurance referred to in clause 10.1 on reasonable request.

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## 11. GRANT OF SECURITY INTEREST

- 11.1 The parties agree that this Agreement constitutes a Security Agreement as a PPS Lease in respect of the Storer Property granted by GSB in favour of the Storer.
- 11.2 To the extent section 115(1) of the PPSA allows this, sections 95, 125, 130, 132(3)(d), 132(4), 142 and 143 of the PPSA will not apply to any Security Interest created under this Agreement.
- 11.3 To the extent section 115(7) of the PPSA allows this, sections 127, 129(2), 132, 134(2), 135, 136(3), (4) and (5) and 137 of the PPSA will not apply to any Security Interest created under this Agreement.
- 11.4 The Storer must keep maintained, and promptly remove after the end of the Term, any Security Interest registered on the PPSR.
- 11.5 The Storer appoints GSB and each a director, company secretary and lawyer of GSB individually as the Storer's attorney with the power to maintain and remove any Security Interest registered on the PPSR after the end of the Term.

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## 12. PPS ADVISORY

- 12.1 GSB encourages the Storer to appoint an independent, qualified, and experienced third party as its agent to properly and lawfully register, maintain and remove the registration of the Security Interest granted in clause 11.

- 12.2 This clause 12 applies where the Storer appoints a third party ("PPS Manager"), as its agent to register, maintain and remove the Security Interest granted under this Agreement.
- 12.3 The PPS Manager is the agent of the Storer. GSB is not responsible or liable to the Storer for the acts or omissions of the PPS Manager. The Storer, as principal of the PPS Manager as agent, is liable for the conduct of the PPS Manager.
- 12.4 The Storer:
- (a) will advise GSB of the PPS Manager and its contact details;
  - (b) will advise the PPS Manager of the terms of clauses 11 and 12, or will confirm the same communicated by GSB to the PPS Manager;
  - (c) authorises GSB to disclose to the PPS Manager information about the Storer (which will include Personal Information), the Term, and anything else reasonably necessary to assist the PPS Manager register, maintain and remove the Security Interest granted under this Agreement; and
  - (d) irrevocably authorises GSB to instruct the PPS Manager that the Term and therefore the right to maintain a Security Interest has ended.
- 12.5 The Storer is liable for the PPS Manager's fees and costs. GSB may agree to pay those fees and costs on behalf of the Storer and forward those amounts to the PPS Manager.

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### 13. STORER'S WARRANTIES

- 13.1 The Storer warrants that:
- (a) all information provided by and about the Storer is accurate, up to date and complete in all respects;
  - (b) it will provide any updates the information about the Storer as soon as possible;
  - (c) where the Storer is other than an individual, it has the power, capacity and authority to enter into the Agreement; and
  - (d) where the Storer enters into this Agreement as trustee of a trust:
    - (i) the Storer is the only trustee of the trust and has been validly appointed;
    - (ii) the trust is properly constituted;
    - (iii) no action has been taken to vest, terminate or settle the trust;
    - (iv) the Agreement does not conflict with the terms of the deed establishing the trust or any variations;
    - (v) the Storer has the right to be indemnified from the assets of the trust; and
    - (vi) the assets of the trust are sufficiently valuable and liquid to satisfy any obligation arising under the Agreement.

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### 14. STORER DEFAULT AND CONSEQUENCES

- 14.1 The Storer is in default of this Agreement if:
- (a) the Storer does not collect the Storer Property, return the keys and leave the Safety Deposit Box empty prior to the end of the Term (including any renewal) in accordance with this Agreement;
  - (b) fails to pay the Fees in accordance with this Agreement;
  - (c) breaches a material term of this Agreement;
  - (d) the Storer commits any act of fraud or dishonesty in any dealings with GSB; or
  - (e) is the subject of an Insolvency Event,
- each of which being an "Event of Default".
- 14.2 Following an Event of Default, GSB may, subject to Law, at its election and without limiting its rights or remedies, and without notice to the Storer, do any or all of the following:
- (a) store the Storer Property as it sees fit (which may not be in the Safety Deposit Box or a safety deposit box) and charge the Storer for storing the Storer Property at the higher of the Fee and GSB's prevailing rate for an equivalent Safety Deposit Box which is paid month by month, payable in monthly in advance;
  - (b) charge interest on any unpaid amounts under this Agreement at 12% per annum, calculated and accruing daily until paid in full;
  - (c) terminate the Agreement;
  - (d) charge the Administration Fee;
  - (e) open the Safety Deposit Box and dispose of the Storer Property;

- (f) be indemnified by the Storer from and against all costs and disbursements incurred by GSB in pursuing the debt and/or disposing of the Storer Property including legal costs (on a solicitor and own Storer basis) and GSB's debt recovery costs; and
- (g) maintain a lien over the Storer Property and the proceeds of disposing of the Storer Property until all moneys, Losses and Claims are paid by the Storer to GSB. The parties agree the lien constitutes a Security Interest which GSB may register on the PPSR and clauses 11.2 and 11.3 apply.

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## 15. GSB DEFAULT AND CONSEQUENCES

- 15.1 The Storer may terminate this Agreement immediately by written notice to GSB if GSB:
- (a) breaches this Agreement and does not remedy the breach within fourteen (14) days of receipt of written notice from the Storer specifying the breach and requiring it to be remedied;
  - (b) commits a breach of this Agreement which is incapable of remedy; or
  - (c) is the subject of an Insolvency Event.
- 15.2 If this Agreement is terminated for any reason, the Storer must comply with clause 2.3 as soon as practicable and within 10 Business Days.

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## 16. LIABILITY

*Our services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled:*

- Δ to cancel your service contract with us; and*
- Δ to a refund for the unused portion, or to compensation for its reduced value.*

*You are also entitled to be compensated for any other reasonably foreseeable loss or damage.*

*If the failure does not amount to a major failure, you are entitled to have problems with the service rectified in a reasonable time and, if this is not done, to cancel your contract and obtain a refund for the unused portion of the contract.*

- 16.1 If the Storer is a consumer as defined in the ACL and the ACL applies to the supply of the service in this Agreement, then the Storer's rights and remedies are those afforded to the Storer in the ACL.
- 16.2 If:
- (a) the Storer lawfully terminates this Agreement due to a material breach by GSB;
  - (b) clause 16.1 applies; and
  - (c) the Storer has complied with clause 2.3,
- then GSB must refund the unused portion of the Fee paid on a daily pro-rated basis.
- 16.3 Unless clause 16.1 or clause 17.1 apply, and subject to Law, GSB is not liable to the Storer for any Claim or Loss in respect of the Goods.
- 16.4 Neither party will be liable to the other party for any Consequential Loss suffered or incurred by the other party arising out of or in connection with this Agreement, whether arising under contract, in tort (including negligence) or otherwise.

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## 17. LIMITATION OF LIABILITY

- 17.1 To the maximum extent permitted by Law, if there is any claim or damage sustained or discovered to have been sustained during the Term by reason of damage, destruction, theft, disappearance or physical loss by any cause of gold, silver, diamonds, precious metals, jewellery, specie, cash, securities, bonds, certificates, bills of exchange or any other property or articles of intrinsic value, the property of Storer contained in safe deposit boxes at the Premises, which is in fact covered by GSB's insurance in clause 10, and which is not caused by any act, omission or breach of this Agreement by the Storer, then GSB's maximum aggregate liability to the Storer (whether under contract, tort, statute or in equity) arising out of or in connection with this Agreement is limited to the Coverage, less any amount which GSB is required to pay its insurer as an excess.
- 17.2 Unless clause 17.1 applies, and to the maximum extent permitted by Law, GSB's maximum aggregate liability to the Storer (whether under contract, tort, statute or in equity) arising out of or in connection with this Agreement is limited to the aggregate Fees paid by the Storer for the Term in which the liability arose.
- 17.3 This clause 17 will apply regardless of the form of Loss or Claim whether in contract, statute or tort (including without limitation to negligence) or otherwise.

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## 18. INDEMNITY

The Storer continually indemnifies GSB and its Personnel from and against any Loss or Claim, or proceeding that is made, threatened or commenced, and against any Loss or Claim, liability, expense or damage (including commissions payable to commercial agents, mercantile agents or debt collectors to pursue or recover outstanding monies pursuant to this Agreement and the liability to pay this commission arises at the time the recovery is placed in the hands of such agents or debt collectors; and legal costs on a full indemnity basis including legal proceedings for enforcement) any of GSB or its Personnel incurs or suffers, as a direct or indirect result of any of the following:

- (a) any breach of this Agreement by the Storer;
- (b) loss of, or damage to, any property to the extent caused or contributed to by any act or omission of the Storer or its Personnel;
- (c) any breach of Law by the Storer or its Personnel; and
- (d) any act or omission of fraud, dishonesty, reckless or wilful misconduct or misrepresentation by the Storer or its Personnel.

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## 19. SECURITY

19.1 As security for the Storer's obligations and liabilities under this Agreement, the Storer:

- (a) charges for the due and punctual payment and performance of those obligations and liabilities, all of its legal and equitable interest (both present and future) of whatsoever nature held in any and all personal property; and
- (b) will indemnify GSB on a full indemnity basis against all costs and expenses incurred by GSB in connection with the preparation and registration of any such security interest, charge, caveat or mortgage document.

19.2 The Storer acknowledges and agrees that this Agreement constitutes a Security Agreement.

19.3 The Storer undertakes to promptly sign any further documents and provide any further information (such information to be complete, accurate and up to date in all respects) which GSB may reasonably require in respect of this clause 19.

19.4 The Storer will indemnify, and upon demand reimburse, GSB for all Costs incurred in registering a financing statement or financing change statement on the PPSR or releasing any personal property charged.

19.5 To the extent section 115(1) of the PPSA allows this, sections 95, 125, 130, 132(3)(d), 132(4), 142 and 143 of the PPSA will not apply to any Security Interest created under this Agreement.

19.6 To the extent section 115(7) of the PPSA allows this, sections 127, 129(2), 132, 134(2), 135, 136(3), (4) and (5) and 137 of the PPSA will not apply to any Security Interest created under this Agreement.

19.7 The Storer waives any right to receive any notice required to be provided under the PPSA (including under sections 144 and 157) in respect of any Security Interest unless the requirement to give the notice cannot be waived or excluded.

19.8 The Storer shall unconditionally ratify any actions taken by GSB under this clause 19.

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## 20. DISPUTE RESOLUTION

20.1 If any dispute arises out of or in connection with this Agreement or the interpretation of its terms (a "Dispute"), a party may not commence any court proceedings relating to the Dispute unless this clause 20 has first been complied with, except where that party seeks urgent interlocutory relief, GSB seeks payment, or where clauses 14.1(a) or 14.1(b) apply.

20.2 The parties must attempt to resolve any Dispute as follows:

- (a) Either party may notify the other party in writing of the occurrence of a Dispute and the parties must meet within seven (7) days or such other time as agreed to discuss and attempt to resolve the Dispute.
- (b) On receipt of the notice specified in clause 20.2(a), the parties must use their reasonable efforts to expeditiously resolve the Dispute.
- (c) If the parties cannot resolve the Dispute within fourteen (14) days after the first meeting between the parties specified in clause 20.2(a), or any further period as the parties may agree to in writing, the Dispute must (at the instigation of any party) go to mediation.
- (d) The mediation is to be conducted in accordance with the ADC's Mediation Guidelines with a mediator as agreed by the parties or, failing agreement, as appointed by the ADC or its nominee.
- (e) The mediation will be confidential, and the parties must equally bear the mediator's costs to the Dispute, and each party must also bear their own legal costs.

- (f) If the Dispute is not resolved at mediation within fourteen (14) days of the first mediation meeting then any party is at liberty to claim their costs against the other parties, including the costs referred to in clause 20.2(e), and either party may commence legal proceedings.
- 20.3 The parties must continue to perform their obligations under this Agreement, including the payment of any Fees, while any Dispute is being resolved in accordance with this clause 20.

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## 21. ASSIGN AND SUBCONTRACTING

- 21.1 GSB may assign this Agreement:
- (a) to a bone fide arms length purchaser of its business; or
  - (b) as part of a legitimate corporate restructure or re-organisation; or
  - (c) with the Storer's prior written consent.
- 21.2 GSB may subcontract performance of any or all of its obligations under this Agreement, and remains liable for the performance of this Agreement.
- 21.3 The Storer must not assign this Agreement without GSB's prior written consent.

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## 22. NOTICES

- 22.1 Notices under this Agreement may be delivered by hand, by mail or by email to the party's last address notified in writing to the other (including via the Details).
- 22.2 Notices will be deemed to be served:
- (a) upon delivery – if delivered by hand;
  - (b) on the fourth (4th) Business Day after the date on which it was posted – if sent by ordinary pre-paid or registered post addressed to a party;
  - (c) on the day it was sent – if sent by email transmission before or during normal business hours on a Business Day; or
  - (d) on the next Business Day following the day on which it was sent – if it is sent by email transmission after 4.00 pm on a Business Day or on a day other than a Business Day.
- 22.3 Each party must promptly notify the other party of any change to their addresses (including email addresses) or any other such information supplied by them.
- 22.4 GSB will primarily use email to communicate with the Storer. The Storer is responsible for checking its email filters, junk email and email settings to ensure that it can receive emails from GSB.

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## 23. FORCE MAJEURE

If GSB is delayed, hindered, or otherwise prevented from complying with its obligations under this Agreement by reason of events or circumstances beyond the reasonable control of GSB including by reason of a Force Majeure Event, or any other circumstances affecting the supply of Goods, GSB is not liable to the Storer for any loss or damage which is or may be suffered by the Storer whether as a direct or indirect result of any such events or circumstances.

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## 24. AUSTRALIAN CONSUMER LAW

Nothing in this Agreement is intended to have the effect of contracting out of any applicable provisions of the Australian Consumer Law, except to the extent permitted by the Australian Consumer Law.

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## 25. SPECIAL CONDITIONS

- 25.1 The parties agree that they will be bound by any Special Conditions set out in the Details.
- 25.2 In the event of any conflict in the interpretation of the Special Conditions and any part of this Agreement, the order of precedence in clause 26.2 applies.

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## 26. GENERAL

- 26.1 Governing Law
- This Agreement is governed by the laws of Western Australia and each party submits to the exclusive jurisdiction of the courts of Western Australia.
- 26.2 Inconsistency
- In the event of any inconsistency between:
- (a) the Special Conditions specified in the Details (if any);
  - (b) the Details;

- (c) these Full Terms and Conditions; and
  - (d) any schedules, annexures or other attachments to this Agreement (if any),
- the document listed first in this clause 26.2 will prevail to the extent of the inconsistency.

26.3 Severability

If any provision of this Agreement at any time is or becomes void or voidable or unenforceable, the remaining provisions, if any, will continue in full force and effect and any void, voidable or unenforceable provision will be replaced by a lawful and enforceable provision which, so far as possible achieves the same economic and other benefits for the Storer and GSB, as the void, unlawful or unenforceable provision, was intended to achieve.

26.4 Waiver

No waiver of a right or remedy under this Agreement is effective unless it is in writing and signed by the party granting it.

26.5 Variation

No variation of this Agreement is effective unless made in writing and signed by each party.

26.6 No Representations or Warranties

Other than any representations, warranties or guarantees which cannot be excluded by Law, the Storer acknowledges GSB does not make under this Agreement, or these Full Terms and Conditions, or outside of them, any representations or warranties regarding goods and services or any matter (including but not limited to descriptions, illustrations and performance contained in any GSB's catalogues, price lists or any other advertising or marketing materials) which is or might be relevant to the Storer buying or selling goods and services other than the representations or warranties expressed here.

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## 27. DEFINITIONS AND INTERPRETATION

27.1 Definitions

In this Agreement unless the context otherwise requires:

**Access Policy** means the policies and procedures of GSB for allowing a Storer (or representative of the Storer) to access property or safety deposit boxes with GSB, as varied from time to time.

**ADC** means the Australian Disputes Centre (ABN 87 003 042 840) or any successor dispute resolution organisation having similar objects that succeeds it.

**Administration Fee** means a fee payable to GSB of \$250.

**Agreement** means the Details (including the Special Conditions), these Full Terms and Conditions and any annexures or attachments, and the terms in an Offer.

**AML/CTF Policy** means the policies and procedures of GSB relating to compliance with the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth) and any similar obligations as varied from time to time.

**Alternate Contact Person** means a person nominated by the Storer as being authorised by the Storer to access the Safety Deposit Box in accordance with clause 7, and may be referred to as an Additional Contact Person.

**Australian Consumer Law** and **ACL** means Schedule 2 of the *Competition and Consumer Act 2010* (Cth).

**Business Day** means a day which is not a Saturday, Sunday or public holiday in Western Australia, and any day which GSB has notified the Storer that it will not be open.

**Consequential Loss** means any investment loss, loss of profits, loss of revenue, loss of any contract value, loss of anticipated profit or damages, or lost opportunity.

**Coverage** means the maximum limit of liability referred to in the Details (and, if none stated, \$10,000), being the insurance which GSB has in respect of the interests insured referred to in clause 10.

**CPI** means the Consumer Price Index (All Groups) for Australia published by the Australian Bureau of Statistics from time to time. For the avoidance of doubt, the CPI is the most recently published release and may not coincide with the timing of the review of the Fees. If the Consumer Price Index (All Groups) for Australia is suspended or discontinued, the index in this definition will be substituted for an equivalent index which represents the cost of living as determined by the GSB.

**Details** means the schedule containing the contract particulars (including the Storer, Safety Deposit Box(es), Move-in Date, Fee, Deposit) at the front of this document.

**Encumbrance** means security interests, mortgages, pledges, charges, bills of sale, liens, assignments, preferential rights or trust arrangements whether over real or personal property or both, and any other arrangement given or created in each case by way of security.

**Fee** means the fee for the services provided by GSB to the Storer under this Agreement.



**Force Majeure Event** means an event which is beyond the reasonable control of a party and includes but is not limited to the following types of events:

- (a) an act of God;
- (b) war or other state of armed hostilities, insurrection, riot, civil commotion, act of public enemies, acts of terrorism, national emergency (whether in fact or in Law) or martial law;
- (c) weather sufficiently inclement to prevent a party from performing an obligation under this Agreement;
- (d) natural catastrophes, fire, earthquake, lightning or explosions;
- (e) pandemic, epidemic or quarantine (including any government-mandated 'lockdown' or imposition of stay-at-home orders; or restrictions on travel, social interaction or access to public spaces);
- (f) strikes, lock outs, slowdowns, stoppages and restraints of labour;
- (g) lawful restraints;
- (h) prolonged energy shortages, prolonged embargoes, or prolonged lack of availability of raw materials;
- (i) reasonable measures put in place for the safety and security of personal property (including the Goods) and the safety and security of individuals;
- (j) changes in Laws; and
- (k) action or inaction by, or orders, judgments, rulings, decisions or enforcement actions of, any government, governmental authority or court of competent jurisdiction whether local, State or Federal (including denial, refusal or failure to grant any permit, authorisation, licence, approval or acknowledgment despite timely endeavours to obtain same),

but does not include:

- (l) financial distress nor the inability of either party to make a profit or avoid a financial loss;
- (m) changes in market prices or conditions; or
- (n) a party's financial inability to perform its obligations under this Agreement.

**Full Terms and Conditions** means the terms and conditions in this document.

**Goods** mean goods or products supplied by GSB to the Storer (and where the context so permits shall include any supply of Services) as described in the Details.

**GSB** means Great Southland Bullion Pty Ltd (ACN 668 452 999) of 180 Wright Street, CLOVERDALE WA 6105.

**GST** means a goods and services tax, or a similar value added tax, levied or imposed under the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

**Identity Policy** means the policies and procedures of GSB for identifying the Storer (or representative of the Storer), as varied from time to time.

**Insolvency Event** means, in respect of a party, any one or more of the following events or circumstances:

- (a) a winding up, dissolution, liquidation, provisional liquidation, administration or bankruptcy;
- (b) having a Controller or analogous person appointed to it or any of its property;
- (c) being unable to pay any of its debts as and when due and payable or being deemed to be insolvent under any provision of the Corporations Act or any other Law;
- (d) seeking protection from its creditors under any Law, entering into a compromise, moratorium, assignment, composition or arrangement with, or for the benefit of, any of its members or creditors; or
- (e) any analogous event or circumstance to those described in preceding sub-clauses (a) to (d) of this definition.

**Law** means any applicable statute, regulation, by-law, ordinance, policy or subordinate legislation in force from time to time in Australia, whether made by a State, Territory, the Commonwealth or a local government, and includes the common law and equity as applicable from time to time, and any mandatory standards or industry codes of conduct.

**Loss or Claim** means, in relation to any person, a claim, action, proceeding, judgment, damage (including but not limited to any damages or compensation and any damage to reputation), loss, cost (including legal costs on a full indemnity basis), expense or liability incurred by or to or made or recovered by or against the person, however arising and whether present, unascertained, immediate, future or contingent.

**Personal Information** means information or an opinion (including information or an opinion forming part of a database) whether true or not, and whether recorded in material form or not, about an individual whose identity is apparent, or can be reasonably ascertained, from the information or opinion.

**Personnel** means a party's principals, officers, employees, secondees, agents, consultants, contractors and subcontractors, and, in the case of GSB, includes Key Personnel.

**PPSA** means the *Personal Property Securities Act 2009* (Cth).

**PPSR** means has the same meaning as 'register' in the PPSA.

**Premises** means 180 Wright Street, Cloverdale WA 6105, being the location of the Safety Deposit Box.

**Privacy Act** means the *Privacy Act 1988* (Cth).

**Safety Deposit Box** means the Safety Deposit Box identified in the Details, and any other Safety Deposit Box which GSB licences to the Storer.

**Safety Deposit Box Content Policy** means the policies and procedures of GSB relating to what may or may not be stored in a Safety Deposit Box and how it may be stored.

**Security Agreement, Financing Statement, Financing Change Statement, Personal Property, All Present and After Acquired Property, PPS Lease, Purchase Money Security Interest, Registration and Security Interest** have the meanings given to them in the PPSA.

**Storer** means the entity identified as the Storer in the Details.

**Storer Property** means items which the Storer stores in the Safety Deposit Box.

**Special Conditions** mean the special conditions under clause 25 and as specified in the Details.

## 27.2 Interpretation

In this Agreement the following rules of interpretation apply unless the context otherwise requires:

- (a) headings are for convenience only and do not affect the interpretation of this Agreement;
- (b) the singular includes the plural and vice versa;
- (c) words that are gender neutral or gender specific include each gender;
- (d) 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;
- (e) "includes" means without limitation;
- (f) a reference to:
  - (i) a person includes a natural person, partnership, joint venture, government agency, association, corporation or other body corporate;
  - (ii) a party includes its successors and permitted assigns;
- (g) an agreement on the part of two or more persons binds them jointly and severally;
- (h) when the day on which something must be done is not a Business Day, that thing must be done on the following Business Day; and
- (i) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Agreement or any part of it.