

# Firearm Storage Agreement

Sporting Shooters Association of Australia (Victoria) (ABN 88 005 020 422) (**SSAA Victoria**) provides a firearm deposit and storage facility service exclusively to its members at its Springvale Range located at 714-716 Princes Hwy, Springvale in the state of Victoria (**Facility**).



By using the Facility, you (**Member**) agree to be bound by this Agreement including the Terms and Conditions.

<b>ITEM 1: MEMBER</b>	<b>Name:</b>	
	<b>Address:</b>	
	<b>Suburb:</b>	<b>Postcode:</b>
	<b>Telephone:</b>	
	<b>Email:</b>	
	<b>SSAA Member number:</b>	<b>Expiry date:</b>
	<b>Firearms Licence number:</b>	<b>Expiry date:</b>
	<b>Driver's Licence number:</b>	<b>Expiry date:</b>

ITEM 2: STORAGE REQUIREMENTS	SAFE TYPE	SAFE DIMENSIONS	NUMBER REQUIRED
	Longarm	1500x300x300mm	_____
	Handgun	300x300x200mm	_____

ITEM 3: RENTAL PERIOD	DURATION	RENTAL FEE (PER SAFE)	(please select)
	1 Month*	Longarm Safe: \$80.00 Handgun Safe: \$50.00	<input type="checkbox"/>
	3 Months	Longarm Safe: \$165.00 Handgun Safe: \$99.00	<input type="checkbox"/>
	6 Months	Longarm Safe: \$330.00 Handgun Safe: \$198.00	<input type="checkbox"/>
	12 Months	Longarm Safe: \$660.00 Handgun Safe: \$396.00	<input type="checkbox"/>
	*Further rental period is subject to entering into new Agreement		

Member's Signature
<div style="border-bottom: 1px solid black; height: 20px; width: 100%;"></div> <div style="text-align: right; margin-top: 10px;">Date signed: ...../...../.....</div>

Office Use
Deposit: \$75.00    Paid: ___/___/20___    Received by: _____ Rental Fee paid: \$ _____    Receipt No: _____ Safe issued:    No: _____    Processed by: _____    Date: ___/___/20___ Pin issued: Y/N    Card Issued: Y/N    No: _____

# Terms and Conditions

## 1 Application

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- 1.1 By completing and signing this Agreement, you agree that you are a current registered SSAA member and are applying to rent the specified firearm safe or safes at the Facility provided by SSAA Victoria on the terms set out herein (**Services**).
- 1.2 Each instance of rent of a firearm safe or safes will constitute a separate agreement with SSAA Victoria, each agreement bound by these Terms and Conditions.
- 1.3 Upon acceptance of a Member's application for rent and receipt of payment for the Services, SSAA Victoria will use its best endeavours to provide the Services so long as the Member complies with its obligations as set out in these Terms and Conditions.
- 1.4 SSAA Victoria is not bound to accept a Member's application and may wholly or partially reject a Member's application for Services or limit or refuse to provide Services at its absolute discretion.

## 2 Conditions Precedent

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- 2.1 In order to use the Services, the Member must accurately complete and sign the first page of this Agreement and return it together with the relevant payment to SSAA Victoria.
- 2.2 In addition to completing this Agreement and making payment, the Member must also provide to SSAA Victoria evidence of his or her SSAA membership, firearm licence and driver's licence, and consent to SSAA Victoria taking a photocopy of each of these documents for its records and identification purposes.
- 2.3 SSAA Victoria may at its absolute discretion require the Member to provide additional information or documentation as it deems appropriate or necessary before agreeing to provide Services to the Member.

## 3 Access to Facilities and Equipment

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- 3.1 By renting a firearm safe or safes at the Facility, the Member will be provided with two keys per safe (or where applicable, per lock), which will provide access to only the specific safes rented.
- 3.2 Access to the Facility will only be granted during the following times, subject to change by notice:

Operating hours:	Mon – Wed	5:00 – 9:00pm
	Thurs – Fri	3:00 – 9:00pm
	Saturday	10:00am – 6:00pm
	Sunday	10:00am – 5:00pm
- 3.3 In order to access the Facility, the Member will be required to use a pin code and a swipe card, both of which will be provided by SSAA Victoria at the commencement of rent.
- 3.4 Only the renting Member may access the storage room and the Member must not bring any other person into the room or grant access to another person. The Services are provided only to the renting Member and are not transferrable.
- 3.5 Whilst SSAA Victoria uses reasonable endeavours to ensure access and function of its facilities and equipment, there may be times that a rented safe may not be accessible due to hardware error, power outage, interference with facilities by a third party or other cause outside SSAA Victoria's control.
- 3.6 Should the Facility become inaccessible for any reason, the Member should immediately inform SSAA Victoria, and SSAA Victoria will use its best endeavours to restore access, however SSAA Victoria will not be held liable for any loss or damage suffered by a Member due to a temporary inability to access a rented firearm safe.
- 3.7 No less than one (1) month prior to the end of a payment period (with the exception of 1 month rentals, which are not renewable), the Member will be requested by SSAA Victoria to renew the rent for a further period, and in order to guarantee continuity of rent, the Member must pay any fees to renew the Services by no later than the commencement of the subsequent period.
- 3.8 If a Member fails to pay for renewal of the Services by the due date, SSAA Victoria may immediately suspend access to the Facilities to the Member until such time as outstanding fees are paid.
- 3.9 The Member will no longer have access to the Facility after the conclusion or termination of their rent. Prior to the conclusion of rent, the Member is responsible for removing all items from their rented safes.

#### **4 Use of Facilities and Equipment**

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- 4.1 The Member may only use the Services for storage of firearms and firearm related items.
- 4.2 It is the Member's responsibility at all times to ensure the safe and secure storage of firearms, ammunition and related items, and to notify Victoria Police of the storage location of firearms, in accordance with relevant laws and regulations.
- 4.3 If the Member uses the Facility for storage of any items other than firearms and related items, SSAA Victoria may at its absolute discretion do any one or more of the following:
- (a) remove and dispose of the Member's item(s) and charge any reasonable removal fee to the Member;
  - (b) immediately terminate the Services to the Member; or
  - (c) make any claim for recovery of any loss and damage incurred by SSAA Victoria as a result of the Member's improper use of the Facility and/or Services, including legal costs of recovery.
- 4.4 While SSAA Victoria uses reasonable endeavours to ensure the security of the Facility and firearm safes, SSAA Victoria accepts no responsibility for any loss or damage to firearms or other items stored at the Facility. It is the Member's responsibility to ensure that all items stored at the Facility are insured should insurance be required.
- 4.5 If requested by law enforcement authorities, SSAA Victoria may grant access to safes without needing to obtain the Member's consent. SSAA Victoria will only provide access upon being satisfied as to the validity of the request, such as being provided with a warrant for search and seizure.
- 4.6 SSAA Victoria accepts no responsibility for any breach of security caused by misuse of the Services by the Member or any third party granted access by the Member, including but not limited to failure to secure a safe after use.

#### **5 Payment for Services**

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- 5.1 Cost of rent of firearm safes at the Facility is in accordance with item 2 of the schedule to this Agreement, or otherwise as amended by notice from SSAA from time to time. If SSAA at any time amends rent or other fees for the Services, such fees will apply from the next renewal of the Services by the Member.
- 5.2 Upon application for Services, the Member will be required to select a rental duration, and the rental fee for that full period must be paid upfront prior to the Member being granted access to the Services.
- 5.3 In addition to prepayment for the rental period, the Member must pay a key deposit of \$75.00 per safe rented, and such deposit will be held for the duration of the rent and returned to the Member upon return of all keys at the end of rent. If the Member loses or otherwise fails to return any keys at the end of rent, SSAA Victoria may apply the deposit towards the cost of engaging a locksmith to open the rented safe and replace locks.
- 5.4 If a Member renews the Services at the end of a rental period, payment is due by the commencement of the renewal period. This Agreement will be deemed as renewed upon payment of rental fees for the renewal period.
- 5.5 If a Member fails to pay any renewal fees by the due date, they must do so within forty-five (45) days of default in order to ensure continuity of services. Failure to make payment within this period will result in the termination of this Agreement.
- 5.6 Notwithstanding termination of this Agreement, the Member remains liable for rental fees to the date that all stored items are retrieved from the Facility, or if left unretrieved, disposal of such items pursuant to clause 7 of this Agreement.
- 5.7 If the Facility or any equipment at the Facility is damaged by a Member or a third party granted access by a Member, that Member will be liable to SSAA Victoria for the repair of that damage and any associated losses incurred by SSAA Victoria as a result of the damage.

#### **6 Failure to Pay and other Breach**

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- 6.1 If a Member fails to make payment to SSAA Victoria of any fees or charges payable pursuant to this Agreement for forty-five (45) days after payment is due, SSAA Victoria may (at its discretion and without limitation):
- (a) Charge the Member interest at the rate fixed from time to time under section 2 of the Penalty Interest Rates Act 1983 plus 4 per centum per annum, on any unpaid money (or the balance owing from time to time) calculated from the due date for payment to and including the day on which the unpaid money is paid in full; and/or
  - (b) Suspend the Services until such time as all outstanding amounts have been paid; and/or
  - (c) Cancel any provision of the Services to the Member and terminate this Agreement.
- 6.2 If the Member defaults in payment of any monies due, the Member shall indemnify SSAA Victoria from and against all SSAA Victoria's costs and disbursements including all of SSAA Victoria's costs of collection.

- 6.3 In the event that the Member's payment is dishonoured for any reason the Member shall be liable for any dishonour fees incurred by SSAA Victoria.
- 6.4 If the Member breaches any material provisions of this Agreement, SSAA Victoria may at its absolute discretion cancel the provision of the Services and terminate the Agreement without refund to the Member.

## **7 Conclusion or Termination of Rent**

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- 7.1 Upon the conclusion or termination of the Services for any reason, the Member must ensure that:
- (a) All keys, swipe cards and other items belonging to SSAA Victoria are returned;
  - (b) All items stored by the Member at the Facility are removed; and
  - (c) All safes rented by the Member are left in a clean and tidy condition.
- 7.2 If for any reason any keys or swipe cards are lost or otherwise not returned by the Member at the time of termination of the Services, the Member must compensate SSAA Victoria as follows:
- Lost safe key(s): \$395.00 per safe (including cost of locksmith to open safe)
- Lost key card: \$25.00
- 7.3 Where keys have not been returned at the conclusion or termination of the Services, a locksmith will be engaged to open any locked safes that were rented by the Member, and if any items are left within those safes, SSAA Victoria may seize such items as security for payment of any outstanding fees and charges owing by the Member.
- 7.4 Upon the seizure of any items from safes rented by the Member after conclusion or termination of the Services, SSAA Victoria will use its best endeavours to contact the Member to demand payment of outstanding fees and charges and to collect their items.
- 7.5 SSAA Victoria will store any items seized pursuant to this clause 7 for ninety (90) days (or 180 days where SSAA Victoria determines that an item is valued at greater than \$5,000.00), after which the items will be considered abandoned and SSAA Victoria will be entitled to sell, or otherwise dispose of the items, and SSAA Victoria will have no liability to the Member for any items disposed of after the end of this period.
- 7.6 If SSAA Victoria sells any items abandoned by the Member, it may apply any proceeds from sale towards any costs or fees owing by the Member to SSAA Victoria.
- 7.7 If prior to disposal, the Member wishes to retrieve any seized items left at the Facility, they may do so upon payment of any outstanding fees and costs owing to SSAA Victoria, including storage fees for the period during which the items remained uncollected after conclusion of the Services.

## **8 Intellectual Property**

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- 8.1 Notwithstanding anything herein, the intellectual property rights in SSAA Victoria's materials, works or the Services provided by SSAA Victoria do not vest in the Member and there is no assignment of the intellectual property rights in SSAA Victoria's materials, works or the Services provided by SSAA Victoria, to the Member.
- 8.2 The Member hereby authorizes SSAA Victoria to utilize images of the Services in advertising, marketing, or other promotional material by SSAA Victoria.

## **9 Notices**

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Any notice necessary or required to be given in accordance with the Agreement shall be delivered by email or post to the addresses provided by the Member at item 1 of the schedule to this Agreement. SSAA Victoria will not be liable for any loss or damage incurred by the Member due to the Member's failure to provide accurate contact details to SSAA Victoria.

## **10 No Waiver**

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Any time or other indulgence granted by SSAA Victoria to the Member or any variation of the Agreement or any judgement or order obtained by SSAA Victoria against the Member will not in any way amount to a waiver of any of the rights or remedies of SSAA Victoria in relation to the Agreement.

## **11 Severability**

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If a court, arbitrator, tribunal or other competent authority determines that a word, phrase, sentence, paragraph or clause of this Agreement is unenforceable, illegal or void then it must be severed and the other provisions of this Agreement will remain operative.

## **12 Force Majeure**

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- 12.1 Neither party is liable for delay or failure to perform any of its obligations under the Agreement to the extent that the performance of such obligation is prevented by a force majeure event.
- 12.2 Each party shall notify the other party of the occurrence of such a force majeure event and shall use all reasonable endeavours to continue to perform its obligations hereunder for the duration of such force majeure event. However, if any such force majeure event prevents a party from performing all of its obligations hereunder for two (2) weeks, the other party may terminate the Agreement by notice in writing.
- 12.3 For the purposes of the Agreement, a force majeure event means any event which is beyond the reasonable control of the party and prevents performance, provided that lack of funds shall not constitute a force majeure event, and shall include but not be limited to riots, acts of war, acts of Government, acts of terrorism, industrial disputes (not being an industrial dispute only affecting the workforce of the party claiming force majeure), epidemics, fire, power failures or natural disasters.

## **13 Warranties**

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- 13.1 Except for those required or implied by legislation, SSAA Victoria gives no express warranty in relation to its Services, other than those contained in these terms and conditions, and the Member acknowledges that it has not relied on any representation or warranty made by or on behalf of SSAA Victoria. Certain legislation may imply conditions and warranties into these terms and conditions, and to the extent that such conditions and warranties may lawfully be excluded, all such conditions and warranties are expressly excluded by SSAA Victoria.
- 13.2 For defective Services, SSAA Victoria's liability is limited to rectifying the Services provided that the Member has complied with the provisions of this Agreement.

## **14 Indemnity**

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The Member must continually indemnify SSAA Victoria from and against all or any losses, damages, claims, actions, suits, proceedings, demands, costs and expenses incurred by SSAA Victoria whether direct or indirect arising out of a claim by a third party in relation to the Services and against any loss (including legal costs and expenses on an indemnity basis) caused by:

- (a) a breach by the Member of its obligations under this Agreement; or
- (b) a breach by any third party granted access by the Member to use the Services; or
- (c) any wilful, unlawful or negligent act or omission by the Member or any third party granted access by the Member to use the Services.

## **15 Variation**

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SSAA Victoria reserves the right to change, add or remove portions of these Terms and Conditions, at any time, at its sole discretion. After the posting of a notice of changes to the Terms and Conditions, the Member's continued use of the Services will constitute a confirmation that it understands and agrees to comply with the updated Terms and Conditions for all subsequent transactions.

## **16 Governing Law and Jurisdiction**

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The Agreement is governed by Victorian and Australian law and the parties submit to the non-exclusive jurisdiction of the courts of the State of Victoria in relation to the Agreement.