

# MEMBERSHIP TERMS AND CONDITIONS

## Self Storage Association of Australasia Limited (ABN 23 050 341 725)

**EFFECTIVE DATE:** 3 March 2021

### 1. Overview

- 1.1 These Membership Terms set out SSAA's terms and conditions of membership and are intended to protect both Members and SSAA.
- 1.2 All Members must comply with these Membership Terms. Accordingly, it is every Member's responsibility to read and understand these Membership Terms.
- 1.3 These Membership Terms are effective as at the date specified above and are available from the Website. Any material amendments to these Membership Terms will be notified to Members in accordance with clause 3.2.

### 2. Definitions

In these Membership Terms:

**"Benefits"** means any service, discount, entitlement or arrangement offered or available to a Member.

**"Benefits Schedule"** means SSAA's schedule of Benefits available to Members (depending on their respective Membership Category), as posted by SSAA on the Website and amended from time to time.

**"Contact Person"** means an individual whose contact information is provided to SSAA by a Member in that Member's membership application, or whose contact information is otherwise provided by the Member for the purposes of SSAA contacting that Member.

**"Facility"** means a storage facility.

**"Goods"** means goods supplied by SSAA to Members (and, where the context so permits, shall include any supply of services) and described in any quotation, offer, current catalogue, website or price list produced by SSAA.

**"GST"** means the goods and services tax that applies:

- (a) (in respect of Australia) in accordance with *A New Tax System (Goods & Services) Act 1999* (Cth); and
- (b) (in respect of New Zealand) in accordance with the *Goods and Services Tax Act 1985* (NZ).

**"Joining Fee"** means the fee to be paid by applicants for Membership on the date of application, as notified by SSAA on the Website from time to time.

**"Member"** means an individual or entity who has been accepted by SSAA as a member and remains a current member.

**"Membership"** means membership in accordance with these Membership Terms.

**"Membership Category"** means any of the Membership categories described in clause 5.1.

**"Membership Fees"** means the annual fees paid by Members to SSAA in respect of their Membership, as notified by SSAA on the Website from time to time.

**"Membership Terms"** means these membership terms and conditions, as amended from time to time.

**"Membership Year"** has the meaning given to this term in clause 4.6.

**"Order"** means a purchase order made by a Member for Goods and/or Services from SSAA.

**"Prices"** means the prices attributable to Goods and Services, as specified in any quotation, offer, current catalogue or price list produced by SSAA.

**"Privacy Policy"** means SSAA's privacy policy, as posted by SSAA on the Website and amended from time to time.

**"Returns Policy"** means SSAA's refunds and returns policy in respect of Goods, as posted by SSAA on the Website and amended from time to time.

**"SSAA", "We", "Us" or "Our"** means Self Storage Association of Australasia Limited (ABN 23 050 341 725).

**"Services"** means services supplied by SSAA to Members and includes any advice or recommendations (and where the context so permits shall include the supply of goods).

**"Website"** means [www.selfstorage.org.au](http://www.selfstorage.org.au).

### **3. Membership Terms**

- 3.1 Subject to clause 3.2, SSAA reserves the right, from time to time and in its sole discretion, to make amendments (whether material or otherwise) to these Membership Terms and the Benefits Schedule (including the continued availability of Benefits). Members are deemed to have accepted these Membership Terms as amended if they maintain their Membership after such amendments.
- 3.2 SSAA will advise Members of material changes to these Membership Terms or the Benefits Schedule by notifying Members via the Website and/or via the Member's email address (as notified to SSAA from time to time). Changes will be effective from the date specified in the new Membership Terms, as posted on the Website. Where such changes will affect the Benefits provided by SSAA to Members, SSAA will use reasonable endeavours to provide Members with reasonable notice.
- 3.3 In the event of any inconsistency between these Membership Terms and any other terms, rules, guidelines or policies posted by Us on the Website, these Membership Terms shall prevail. Alternative trading terms nominated by Members are expressly excluded.

### **4. Membership**

- 4.1 All applicants for Membership must submitting a completed application form, available from the Website, to SSAA together with payment of the applicable Joining Fee and Membership Fee.
- 4.2 Members must promptly inform SSAA (by written notice or via the Website) of any changes to their Membership information (including, but not limited to, changes to the Member's name, contact information, Contact Person, entity registration numbers or ownership structure) as such changes may impact on SSAA's ability to provide services to the Member under these Membership Terms. SSAA is not responsible for any loss or damage incurred by a Member arising out of or in connection with any failure by that Member to notify SSAA of any changes in accordance with this clause or for any incorrect information notified to SSAA. In addition, each Members indemnifies SSAA against any

loss or damage SSAA may incur as a result of that Member's failure to provide notification of changes to their Membership information.

- 4.3 Membership is offered at the sole discretion of SSAA. SSAA has the right to accept or reject any application for Membership, without providing any reasons to the applicant.

#### Joining Fee

- 4.4 All applicants for Membership must pay the Joining Fee to SSAA on the date of application and, subject to clause 4.5, this is a one-off fee.
- 4.5 If a Membership is cancelled or terminated for any reason (including, but not limited to, due to a Member failing to renew their Membership by paying the Membership Fees) and that former Member fails to apply to SSAA for re-admission as a Member within 12 months of the date of such cancellation or termination, the former Member must pay a further Joining Fee to SSAA on the date of applying for re-admission.

#### Membership Fees

- 4.6 SSAA's Membership year commences on 1 November and expires on 31 October in each year ("**Membership Year**"). Membership Fees must be paid to SSAA in the following manner:
- (a) (for existing Members) full 12 months payment in advance for the following Membership Year, by 31 October. Invoices for Membership Fees will be issued to existing Members, generally by 1 October;
  - (b) (for applicants applying for Membership between 1 November and 30 April in any year) full 12 months payment for the current Membership Year, on the date of application;
  - (c) (for applicants applying for Membership between 1 May and 31 July in any year) 6 months pro-rata adjusted payment for the current Membership Year, on the date of application;
  - (d) (for applicants applying for Membership between 1 August and 31 October in any year) 3 months pro-rata adjusted payment for the current Membership Year and full 12 months payment in advance for the following Membership Year, on the date of application; and
  - (e) (for existing Members who add one or more additional Facilities to their Membership during the course of a Membership Year or otherwise apply to SSAA to amend their Membership, in accordance with clause 5.6), on the date that those additional Facilities became operational or the date of application to amend their Membership, whichever is applicable.

NOTE: - 6 months pro-rata adjusted membership is not applicable for Service Memberships and Provisional Memberships.

- 4.7 Payment of the Joining Fee and the Membership Fee can be made by any of the payment methods listed on Our current Membership application form.
- 4.8 Membership Fees may be changed from time to time by SSAA in respect of the following Membership Year and any changes will be notified to existing Members when invoices are sent in accordance with clause 4.6(a).

#### Termination and cancellation of Memberships

- 4.9 If an existing Member fails to pay Membership Fees in accordance with clause 4.6, all entitlements under these Membership Terms shall be suspended until full payment is

received by SSAA. If full payment for a Membership Year is not paid to SSAA by 31 December of that Membership Year, the Membership is automatically terminated.

- 4.10 If:
- (a) SSAA, acting reasonably, believes that a Member has intentionally applied for the wrong Membership Category; or
  - (b) if a Member ceases to hold the correct Membership Category for any reason and fails to notify SSAA within 30 days of such circumstances arising,

SSAA reserves the right to immediately terminate the Member's Membership.

- 4.11 In addition to SSAA's rights of termination under clauses 4.9 and 4.10, SSAA has the right to terminate the Membership of any Member in accordance with clause 12.
- 4.12 If a Membership is terminated or cancelled for any reason during a Membership Year, SSAA will not be liable to refund any amounts already paid in respect of the Joining Fee or Membership Fees.
- 4.13 Members may cancel their Membership at any time by providing written notice to SSAA. Cancellations are effective from the date specified in the written notice, or if no date is specified, from the date received by SSAA.

#### Transfer of Memberships

- 4.14 If a Member transfers ownership of a Facility to a third party (which may include another Member), the Membership remains with that Facility (i.e., for the benefit of the new owner, subject to the new owner providing updated Membership information to SSAA and complying with any other requirements notified to it by SSAA). It is expected that the transferring Member will make its own arrangements with the new owner in respect of pre-paid Membership Fees. For the avoidance of doubt, the transferring Member may not transfer its Membership to another of its own Facilities.

### **5. Membership Categories**

- 5.1 The Membership Categories available to Members are:
- (a) **Facility Membership (under 50 spaces)** - for operators of a single Facility with less than 50 storage spaces (regardless of the size or type of storage space);
  - (b) **Facility Membership (over 50 spaces)** – for operators of a single Facility with 50 or more storage spaces (regardless of the size or type of storage space) or for operators of any form of "mobile storage" (where the Member delivers storage spaces to its customers for the customer to fill and then return to the Member's Facility for storage);
  - (c) **Additional Facility Memberships** – for operators of multiple Facilities (a separate Additional Facility Membership must be applied for by these Members in respect of each additional Facility they operate). For the avoidance of doubt, if a Member operates 4 Facilities, each with less than 50 storage spaces, that Member must hold a Facility Membership (under 50 spaces) and 3 Additional Facility Memberships. An Additional Facility Membership must be applied for on the date that the relevant additional Facility becomes operational;
  - (d) **Real Estate Office Memberships** – for Members which are real estate offices and manage Facilities on behalf of Facility owners. This Membership Category confers the same Benefits as the Facility Membership (over 50 spaces). For the avoidance of doubt, if the holder of a Real Estate Office Membership manages more than one Facility, that Member must apply for an Additional Facility

Membership in respect of each additional Facility they manage (in the same manner as described in clause 5.1(c));

- (e) If the holder of the Facility Membership is a supplier of goods and services to the self storage industry, that Member must also hold the appropriate service Membership.
  - (f) **Service Memberships** – for promoters or suppliers of goods and services to the self storage industry. This Membership Category allows, subject to the provisions of the Privacy Policy, its Members to promote and market their services to other Members using the contact information (including a Contact Person's contact information) provided by such Members to SSAA. For the avoidance of doubt:
    - (i) if the holder of a Service Membership also operates a Storage Facility, that Member must also hold the appropriate Facility Membership (and Additional Facility Memberships, if applicable); and
    - (ii) only holders of a Service Membership may promote and market their services to other Members using contact information provided to SSAA.
    - (iii) for Service Members who wish to promote their Additional Office locations in the Trade Directory they must apply for a separate Additional Office Membership for each additional office.
  - (g) **Provisional Memberships** – for prospective purchasers of a Facility who wish to be informed of industry developments and events; and
  - (h) **Associate Memberships** – for former Members who have previously held Membership for a continuous period of 3 or more years), are not currently eligible for any other Membership Category and wish to be informed of industry developments and events.
- 5.2 Members are entitled to those Benefits in the Benefit Schedule which correspond to their respective Membership Category or Membership Categories as well as any Benefits which are specified in the Benefits Schedule as being available to any Membership Category (i.e., upon payment of a specified fee).
- 5.3 Subject to clause 5.4, Benefits are available to Members and any individuals which a Member, acting reasonably, has nominated in writing to SSAA as being entitled to receive Benefits.
- 5.4 SSAA may, by written notice, reject any individual(s) nominated by a Member under clause 5.3 if SSAA considers, in its sole discretion, that in the relevant circumstances it is inappropriate to allow such individuals to receive Benefits.
- 5.5 SSAA may amend the Benefits Schedule in accordance with clause 3.1. It is the responsibility of each Member to be aware of the Benefits which currently correspond to their respective Membership Category or Membership Categories.
- 5.6 If, for any reason, a Member does not qualify for (or no longer qualifies for) its existing Membership Category or if the Member is required by these Membership Terms to acquire an additional Membership Category (for example, a Member who hold a Facility Membership and then acquires an additional Facility), such Member must promptly apply to SSAA to amend their Membership or for an additional Membership (whichever is applicable), failing which the provisions of clause 4.10 will apply.

## 6. Member Obligations

6.1 Members must:

- (a) subject to clause 3.3, comply with these Membership Terms and any other rules, guidelines or policies posted by Us on the Website at all times; and
- (b) not abuse or misuse their Membership or the Benefits, including by:
  - (i) engaging in illegal or fraudulent activities;
  - (ii) supplying or attempting to supply false or misleading information;
  - (iii) selling, assigning, transferring or acquiring, or offering to sell, assign, transfer or acquire any Benefit, other than in accordance with these Membership Terms; or
  - (iv) acting in a hostile, abusive or aggressive manner towards SSAA staff or other Members.

6.2 Members are responsible for regularly checking their Membership information via the Website and must promptly notify SSAA of any omissions, incorrect entries or other discrepancies to enable SSAA to make any corrections (if required) to the Membership information.

## 7. Goods and Services

7.1 Any quotation or offer produced by SSAA in respect of Goods and/or Services is subject to review, amendment or withdrawal at any time prior to acceptance by a Member or the expiry of the quotation or offer (whichever occurs first).

7.2 Subject to clause 7.3, Our quotation or offer will be deemed to have been accepted by a Member and a binding agreement entered into on the date SSAA receives that Member's Order. Any Order accepted by Us may not be cancelled without Our written consent (which We may withhold in Our absolute discretion) and then only on the basis that the relevant Member indemnifies Us in full against all loss (including loss of profit), costs (including the cost of labour and materials used), damages, charges and expenses (including legal costs on a full indemnity basis) incurred by Us as a result of such cancellation.

7.3 SSAA reserves the right, in its sole discretion, to decline, in whole or in part, any Order received.

7.4 Members are solely responsible for determining whether the Goods and Services are suitable for their intended purposes and meet their requirements. Members acknowledge that no oral or written information, representation or advice given by SSAA (other than as contained in these Membership Terms) creates a warranty from SSAA or in any way increases the scope of these Membership Terms.

7.5 Any clerical or typing errors, misprints or other similar errors in any document produced by Us in respect of Goods and/or Services are subject to correction by Us by either amending or re-issuing the affected document (as the case requires). We shall not be liable for any cost, expense or damage incurred by a Member as a result of any correction of any document produced by Us.

## 8. Prices and payment

8.1 Members agree to buy, and SSAA agree to sell, the Goods and Services for the Prices.

8.2 All Prices are in Australian dollars and include GST (where applicable).

8.3 SSAA reserves the right, from time to time but prior to issuing the relevant invoice to a Member, to amend the Prices:

- (a) to take account of any increases in the cost of supplying the Goods and/or Services (which may include, but are not limited to, increases in the cost of energy, materials, labour, equipment or delivery); or
- (b) to correct, without any liability on Our part, any errors or omissions quotation, offer, current catalogue, website or price list produced by Us.

8.4 Members must pay for Goods and Services before delivery by SSAA using any of the accepted payment methods specified on the Website from time to time.

8.5 SSAA reserves the right to pass on to Members any additional costs (including merchant fees) incurred by Us where Members pay by credit card (as applicable).

## **9. Delivery and returns**

9.1 The delivery dates and completion times contained in any quotation, offer or price list provided by SSAA are estimates only, unless expressly stated to be an essential term, and may be varied at any time by Us depending upon the availability of Goods, materials, labour and other contingencies. All backorders will be delivered as quickly as Goods become available.

9.2 Goods delivered to a Member will be deemed to have been accepted, free from any defect or non-conformity, unless SSAA receives a substantiated claim that the Goods are defective from that Member within 7 days from the date of delivery.

9.3 Where Goods supplied by SSAA to a Member are defective, the Member may return the Goods to SSAA in accordance with the Returns Policy, provided that the Goods are returned in the same condition as when originally delivered to the Member.

## **10. Limitation of liability and warranties**

10.1 These Membership Terms are subject to any guarantees, conditions and warranties provided under any applicable consumer protection legislation (to the extent that such guarantees, conditions and warranties cannot be excluded or modified). These Membership Terms do not exclude or modify any such guarantees, conditions and warranties if to do so would contravene any applicable consumer protection legislation or make any part of these Membership Terms void.

10.2 Subject to clause 10.1 above and without limiting the terms of any written warranty given separately by Us, all guarantees, conditions and warranties that may be implied into these Membership Terms are excluded and Our liability for breach of any implied guarantee, condition or warranty that cannot be excluded is limited (at Our option) to:

- (a) in respect of Goods: the repair or replacement of those Goods or reimbursement of the cost of having those Goods repaired or replaced or refunding to the Member any payments made in respect of the Goods; and
- (b) in respect of Services: the re-supply of the Services or reimbursement of the cost of supplying the Services again or refunding to the Member any payments made in respect of the Services.

10.3 Despite any other provision of these Membership Terms, to the extent permitted by law, we have no liability to Members nor are Members entitled to claim against Us in respect of:

- (a) any loss or damage caused by delay in delivery of the Goods or supply of the Services; and
- (b) any consequential loss or damage (including, but not limited to, loss of profit, loss of revenue, loss of expected savings and opportunity costs) arising out of or

in connection with the supply of the Goods and/or Services or otherwise at law or in equity.

- 10.4 Without limiting any other provision of these Membership Terms, SSAA and any of its officers, employees or agents are not liable for any loss or claim of any kind (including, without limitation, consequential or economic loss or loss of profits) arising under or in connection with these Membership Terms including, without limitation, any changes to these Membership Terms, save to the extent that such loss or claim arises from the negligence or willful misconduct of SSAA or any of its officers, employees or agents.
- 10.5 Members acknowledge they have not relied on any representation made by SSAA which is not expressly stated in these Membership Terms.

## **11. Privacy**

- 11.1 Members acknowledge and agree that the contact information (including a Contact Person's contact information) they provide to SSAA may be used by holders of Service Memberships unless the relevant Member notifies SSAA in writing that its contact information must not be used in this manner.
- 11.2 Members acknowledge that the Privacy Policy sets out:
- (a) the manner in which SSAA may collect, use and disclose information about its Members and Contact Persons; and
  - (b) the manner in which Members may use information about other Members including the use of Members' contact information (including a Contact Person's contact information) for marketing purposes.
- 11.3 It is a condition of Membership that a Member complies with its obligations under the Privacy Policy at all times.

## **12. Termination or suspension of Membership**

- 12.1 Without limiting any other provision of these Membership Terms, if a Member commits a material breach of any of these Membership Terms, whether intentionally or otherwise, SSAA may take any one or more of the following actions:
- (a) suspend or terminate the Member's Membership;
  - (b) suspend or terminate the Member's entitlement to Benefits; and
  - (c) cancel or refuse to honour any Benefits that have been redeemed by or provided to the Member including;
    - (i) the use of SSAA Agreement templates;
    - (ii) the use of SSAA logo on any advertising or digital collateral;
    - (iii) the SSAA space calculator on a website;
    - (iv) access to the SSAA HR, Legal and OH&S Help Desks; and
    - (v) access to any other benefits as defined in our facility membership brochure.
- 12.2 Except where these Membership Terms provide for automatic or immediate termination of Membership, if SSAA intends to take any of the actions specified in clause 12.1, SSAA will provide written notification to the Member of its intentions and reasons for doing so.



The Member will have 21 days to respond to this notice by rectifying the breach (if possible) and by providing SSAA with reasons why SSAA should not take such action. SSAA will review the Member's response and advise the Member of its decision and may suspend the Member's Membership until the review is complete.

### **13. General Provisions**

- 13.1 Any failure by SSAA to insist on strict compliance with these Membership Terms or any delay by Us in exercising Our rights under these Membership Terms will not constitute a variation or waiver of any provisions of these Membership Terms or any right available to Us.
- 13.2 If any part of these Membership Terms, or the application of these Membership Terms to any person or circumstance becomes invalid or unenforceable, the remaining provisions of these Membership Terms are not affected and are valid and enforceable to the fullest extent permitted by law.
- 13.3 These Membership Terms and Membership are governed by and will be construed in accordance with the applicable law in the State of Victoria, Australia, irrespective of where the application for Membership was completed by the Member or submitted to SSAA. In any action or other legal process with respect to any matter or thing in connection with these Membership Terms or Membership, the Member irrevocably submits to the authority of the Courts having jurisdiction in the State of Victoria, Australia.