

# Self Storage Association of Australasia (SSAA) Membership Terms & Conditions

#### **Payment & Subscription**

The Self Storage Association of Australasia (SSAA) agrees to supply membership entitlements to you, the Applicant, for the purpose of benefits to be attributed to the self storage facility or supplier identified within the application form and agrees to confer on you the membership rights in accordance with our rules upon admission in consideration of you agreeing to pay the required subscription and complying with the rules of the SSAA.

If you do not pay your subscription by the due date:

- Your membership rights are liable to be terminated; and
- The membership services will be suspended until payment in full is received.

The SSAA does not refund or reimburse any portion of a subscription in advance. The Joining Fee is a once off administration charge and is not refundable. Re-admission to membership must be within 12 months of resignation or termination or the membership will be considered a new member and may incur a full Joining Fee.

Membership will be extended automatically for successive 12 month terms unless you send us written notice of intent to resign the membership at least 30 days before the end of the membership.

Payment of membership can be made by Credit Card, Debit Card, Direct Debit and online via our website. Credit Card payments attract fees (currently 2% Visa and MasterCard; 3% AMEX).

All accounts other than membership renewal are strictly 14 days.

## <u>Membership Entitlements</u>

The range of membership services current at the date of this application is set out at www.selfstorage.org.au.

The SSAA may suspend, vary, or withdraw any of these services without notice.

Membership entitlements and benefits are extended to the member facility and authorised individuals associated with the member facility. Where deemed appropriate by the SSAA, for the purposes of ensuring service to the member facility, membership entitlements and benefits may be extended to the entity / entities owning the member facility, third party service providers to the member facility and employees of the member facility.

Members who supply to or promote goods and services to the self storage industry are considered "Service Members". Only current financial service members may engage in the SSAA's marketing opportunities.

#### **Specialist Services**

Supplementary, specialist and customised products may also be made available, on a fee for service basis, at special rates for members in most cases. Such products may include but are not limited to:

- Seminars, Workshops and Conferences
- Training Courses
- Specialised Services
- Awards for Excellence Programs
- Marketing Opportunities

To the extent permitted by the law, the SSAA excludes all liability including that arising by virtue of any implied conditions or warranties in relation to our services and to the extent that such liability cannot be lawfully excluded under the laws of Victoria and the Commonwealth of Australia.

## Access to Services

Services provided by the SSAA will only be made to authorised representatives of the member facility and will be made via any means and / or medium deemed appropriate by SSAA.

## <u>Membership Cessation / Resignation / Termination</u>

Members cease their membership only by giving us written notice. A resignation is effective no earlier than the date the written notice is received by the SSAA and if no date is specified in the notice, no later than a fortnight after receipt.

Access to member entitlements and benefits will cease immediately upon the member facility becoming unfinancial.

Memberships are terminated 60 days after the member facility becomes unfinancial.

If we are unable to locate you and subscriptions are overdue, we may notify you of cancellation of your membership by writing to your last recorded registered address or email address as deemed appropriate.

#### **Change of Owner Details**

You must promptly notify us in writing of changes to your Owning Entity, legal name, ABN details, registered address or billing address or principal contact details since changes may impact upon our ability to deliver your membership services.

#### **Privacy**

Please note that the information you provide on this form is "personal information" pursuant to the Privacy Act 1988 ("the Act"). This information is being collected for the purposes of processing your application, to provide you with membership services and to keep you informed of upcoming events. The intended recipient of this information will be the SSAA and its service providers. Please note that the provision of this information by you is voluntary. However, if you do not provide the information requested, the SSAA may be unable to process your application or provide all agreed services. You have the right of access to, and alteration of, personal information concerning yourself held by the SSAA in accordance with the Act. The information is being collected by the SSAA and will be held by the SSAA.

Members of the SSAA authorise the SSAA to release contact information to SSAA service members for the purposes of the service member promoting to members. Contact information includes the name, address and contact details, including mobile number and email, of both the owner and employees of the member Facility. The member may request the service member to remove them from their promotion distribution list. It is the obligation of the service member to ensure any such request is honoured.

The SSAA will not release contact details to businesses or persons outside of the SSAA without the express consent of the member.

#### **Membership**

- Annual membership year commences 1<sup>st</sup>
   November each year. Membership is for
   one (1) year or part thereof.
- Membership is activated when we receive from you a completed application form and payment. A receipt will be issued upon receipt of your payment for a full twelve (12) month subscription or part thereof as agreed.

- Membership will be extended automatically for successive 12 month terms unless you send us written notice you do not want it renewed at least 30 days before the end of the membership.
- 4. All membership fees must be paid annually in advance.
- An invoice will be sent to you before your membership renewal date which is payable prior to your renewal date for membership fees paid annually.
- 6. Membership may be suspended if your payment is not received within 30 days of the membership renewal date. In this circumstance, the SSAA reserves the right to recover the monetary benefit of any membership discount(s) received by the member whilst the member was in arrears.
- There is no refund of any membership fees should you cancel your membership at any stage during your membership year.
- Changes to membership fees will only be made at the time of annual renewal of your membership.
- If the facility is sold, the remainder of the annual membership continues to apply to the facility, regardless of new ownership.
   Membership is not transferable to another facility. Arrangements as to allowances for pre-paid membership fees are between the vendor and the new owner.
- The SSAA will not be liable to refund any membership fees paid by you on termination of this agreement.
- 11. You must notify us of changes to your contact details in writing (hard copy by letter or email) otherwise we may not be able to make our services available to you. Online services for editing contact details are available via the SSAA website.
- 12. Services provided by the SSAA in relation to membership are only available to designated member's facility representatives. It is the responsibility of the member facility to ensure that their assigned representatives are accurate. The SSAA accepts no liability for the provision of services to assigned representatives. The SSAA accepts no liability for the denial of services to individuals not designated as representatives of associated member facilities.
- 13. We reserve the right to change, from time to time, the services available to members.
- 14. Any variations made to these Terms & Conditions may be made by the SSAA without express written notice to existing members and will be effective fourteen

(14) days after the posting on the SSAA's website.

## **Membership Categories**

#### Facility Membership Under 50 spaces

Members who have less than 50 spaces (regardless of size) are considered 'Under 50' for the purposes of membership. 'Under 50' membership entitles members to various legal agreements, including the Standard Self Storage Agreement and the Managed Storage Agreement. There is no access to the Mobile Storage Agreement for this membership category.

#### Facility Membership Over 50 spaces

Members who have more than 50 spaces (regardless of size) or operate any form of mobile storage (where a space is delivered out to the storer, the storer packs the space and the space is returned to the facility for storage) are considered 'Over 50' for the purposes of membership.

#### **Additional Facility**

Members who have paid for membership of 'Over 50' for a primary Facility and have another Facility in a separate geographical location may apply for an 'Additional Facility' Membership. The SSAA generally considers any different geographical location to be an Additional Facility regardless of distance from the primary Facility.

Further, only members who have current financial membership for an Additional Facility will have that location listed on Storage Finder.

Members must declare and pay for membership for each facility location. To be clear, where members have more than one self storage facility they must have current financial membership for all facilities. Where the SSAA reasonably believes a member has Additional Facilities' but has not declared or paid for membership, the SSAA may elect to suspend access to resources for that member across all Facilities.

Further, where a member has an active business supplying services to the self storage industry as well as a Facility, that member must have current financial membership for both the Facility and the Service Member business. Where the SSAA reasonably believes a member has a Service Business actively promoting to or supplying the self storage industry but has not declared or paid for membership, the SSAA may elect to suspend access to resources for that member across their Facilities.

#### **Real Estate Office Membership**

Real Estate Offices who manage storage facilities on behalf of facility owners are designated at Facility Membership Over 50 Spaces and in addition each facility they manage will be classified as an Additional Facility.

#### Service member

Members who supply to or promote goods and services to the self storage industry are considered 'Service Members'. Only current financial service members may engage in the SSAA's marketing opportunities.

#### **Provisional Membership**

Members who are a prospective developer or purchaser of a self storage facility are considered Provisional Members and do not have access to storage contracts and the Manual of Advice and Procedures. Provisional Membership status can be held for a maximum period of 4 years, or until they are within 12 month of opening operations.

#### **Associate Membership**

Individuals who have previously held membership of the SSAA for a continuous period of 3 or more years and are not currently eligible to Facility, Provisional or Service membership are entitled to join under the Associate Member category. These individuals must not be operating or have an interest in a self storage business (including businesses who provide services to the industry). Associate Membership can be held if the individual continues to meet these criteria.

#### **Advisory Services**

Any verbal or written advice provided by our advisers/consultants and staff:

- is given in good faith;
- is given on the basis that you have fully and accurately disclosed all relevant facts to us; and
- relates only to the facts which you have disclosed to us and to your individual circumstances.

Verbal or written advice may not represent the only or definitive solution to your enquiry or contain all the detail required to answer your enquiry fully. You should carefully consider the extent to which our advice suits your objectives, financial situation or needs before acting on it.

## **Corporate Partnerships**

The SSAA may from time to time establish corporate partnerships with suppliers to the industry for a variety of purposes. Those partnerships may include a financial contribution from the supplier in support of the SSAA on a flat rate annual basis or on an ad hoc basis.

### <u>Disclaimer</u>

In relation to the provision of membership services:

- we exclude all implied conditions and warranties, except those of which the exclusion would contravene any statute or cause any part of these terms and conditions to be void;
- except where due to the negligent acts of the SSAA, or breach of these terms and conditions, to the fullest extent permitted by law we will not be liable for any loss or damage (whether foreseeable or not) suffered by any person acting on our advice;
- our liability is limited to providing you with the services again or reimbursement for services already provided.