

NIMBIN STORAGE

ELECTRICITY AND WI-FI - FAIR USE TERMS & CONDITIONS

BETWEEN

Alternative Arts and Industry Pty. Ltd. A.C.N. 609 882 617 trading as Nimbin Storage at 36 Sibley Street, Nimbin NSW 2480, all correspondence by mail to PO Box 20016, Nimbin NSW 2480 &/or email to nimbinstorage@gmail.com [hereafter termed "The Facility Owner"]

AND

any customer [hereafter "**the Storer**"] of Nimbin Storage who chooses to include power and wi-fi internet as an add-on service for use at a qualifying self-storage unit provided by The Facility Owner and is granted by The Facility Owner a license to use such add-on services subject to the following terms and conditions:

1. The Facility Owner agrees to provide power and shared wi-fi NBN internet ("**the Service**") to the Storer subject always to the terms and conditions contained in this Agreement.
2. The provision of power and wi-fi internet by The Facility Owner to the Storer as an add on service is always at the discretion of The Facility Owner.
3. Unless agreed otherwise by The Facility Owner, the power and wi-fi services to which this agreement relates are only available for and in conjunction with the rental of a "Qualifying Unit", which, for the purposes of this agreement is defined as storage units 1 to 9 in Storage Building One and or any other storage unit(s) to which The Facility Owner may, at its sole discretion, subsequently make available power and/or internet services.
4. The Storer agrees to the terms of this agreement and agrees further to pay, monthly in advance for such power & wi-fi data services at the rates, and subject to the power & data quota limits and pricing, set out in **Schedule 1** to this agreement.
5. Power usage quotas, expressed in kilowatts ("KW") and data usage quotas expressed in gigabytes ("GB") will be reset to nil monthly, at the beginning of each calendar month; unused portions of power KW's and data GB's are forfeited, unrecoverable evaporate and are lost, they do NOT accumulate.
6. The Storer acknowledges that the power & data quota limits and pricing may be subject to variation by The Facility Owner upon provision of 7 days' notice in writing.
7. By written notice to The Facility Owner, made at least seven days before the end of any month, the Storer may elect to upgrade (to a more expensive plan) or downgrade (to a less expensive plan), but the change will only apply to the ensuing monthly cycle. In other words, no changing of plans is allowed during the monthly cycle.
8. If, in any particular month, the Storer exceeds the data or power fair use limits set out in Schedule 1, The Facility Owner may automatically upgrade the Storer onto a higher plan in line with the Storer's usage and will notify the Storer but such upgrade is at the discretion of The Facility Owner.

9. If The Facility Owner requires that the Storer upgrade to a more expensive plan because the Storer has been exceeding the data and/or power quotas, the Storer may refuse to upgrade to the higher plan within seven (7) days, in which case The Facility Owner reserves the unilateral right to cease supplying either or both the wi-fi and/or power to the Storer, either permanently or for some other period of time, at the discretion of The Facility Owner.

10. The Storer can request a downgrade to a lower plan accordingly, provided always that such lower plan is consistent with the Storer's usage from the previous month.

11. No additional add-on charges are payable by the Storer for future months if the wi-fi and power add-on service is discontinued or disconnected by The Facility Owner but any monthly fees paid or owing up to and including the month of disconnection are either owing (if unpaid) or forfeited and not refundable to the Storer (if paid).

12. If the Storer ceases renting a storage unit in conjunction with this agreement, fees payable for wi-fi and power services pursuant to this agreement will be charged to the end of the current month but will cease accruing for ensuing months.

13. Subject to the following clause, either party has the right to terminate this agreement upon provision of 7 days' notice to the other party.

14. The Facility Owner retains the right to terminate this agreement and to disconnect all associated services immediately, without provision of seven (7) days' notice in writing under circumstances which The Facility Owner, at its sole discretion, regard as exceptional. For the purpose of this clause, exceptional circumstances include (without limitation) The Facility Owner (at its sole discretion) forming the view that the wi-fi and or power services have been used for an illegal activity, including (without limitation) using the unit for residential/habitation purposes, which is strictly forbidden.

15. The Facility Owner is not responsible or liable for any consequential loss or damage arising from the use, misuse, termination or suspension of wi-fi and or power services to which this agreement pertains, and the Storer indemnifies The Facility Owner in this respect.

16. The Facility Owner is not responsible or liable for any loss or damage arising from any outages, damage to services, repairs, system failures and the like.

17. The Facility Owner will provide one, double socket, 10A power outlet to the Storer but it is the Storer's responsibility not to overload or short out (earth) the power outlet and to only plug-in appropriately tested and tagged equipment. If the outlet is overloaded; the Storer will need to notify The Facility Owner and management will endeavour to restore power but this may not occur for up to seven (7) days or longer in the event of serious damage.

18. The Storer is liable, on an indemnity basis, for the cost of all repairs to The Facility Owner systems and equipment caused by or because of the Storer including as a result of neglect, use of unsafe, untested or untagged equipment, misuse, overloading, malicious damage, vandalism or destruction.

19. The Facility Owner reserve the right to cease providing power and/or wi-fi data to any or all unit holders at any time, whereupon the Storer may be charged *pro-rata* for use up to and including the day that the service(s) to the Storer cease being available.

- 20.** It is a condition of this agreement that The Facility Owner is not liable in any way for losses or damage, of whatsoever nature and howsoever arising, as regards termination of the Service by The Facility Owner.
- 21.** No sharing of either power or internet services servicing a Qualified Unit to any other unit, Qualified or otherwise, unless expressly authorised by The Facility Owner, in which case event any sharing must be strictly in accordance with any terms imposed by The Facility Owner as regards the sharing of such service or services. Should The Facility Owner, on reasonable grounds, suspect that there has been a breach of this term, then The Facility Owner reserves the right to immediately terminate provision of the either power, internet or both services.
- 22.** No life support system, devices requiring uninterrupted power supply, freezers, fridges or similar is to be connected to the service at any time.
- 23.** The storage unit to which this agreement must not be used for residential purposes, or habitation (either temporary or indefinite) and the like is strictly prohibited; any actual or reasonably-perceived breach of this condition gives rise to an absolute right by The Facility Owner to terminate this agreement and any related agreements, including (without limitation) storage agreements.
- 24.** At all times, the Storer acknowledges and accepts that The Facility Owner retains discretion as to the which wholesaler or retailer it uses for power and internet, the source of electricity and the internet provider.
- 25.** The Storer acknowledges and agrees that some or all of the power supplied to the unit may be generated on-site through solar or renewable energy but again, whether this occurs and the extent to which this may or may not occur is at the discretion of The Facility Owner.
- 26.** Any dispute, controversy or claim arising out of, relating to or in connection with this contract, including any question regarding its existence, validity or termination, shall be resolved by mediation in accordance with the ACICA or CJC Mediation Rules. The mediation shall take place in Lismore, Australia and be administered by the Community Justice Centre (CJC).
If the dispute has not been settled pursuant to the said Rules within 60 days following the written invitation to mediate or within such other period as the parties may agree in writing, the dispute shall be resolved by arbitration in accordance with the ACICA Arbitration Rules. The seat of arbitration shall be Lismore NSW or in default, Brisbane, Australia. The language of the arbitration shall be English. The number of arbitrators shall be one.
- 27.** As a condition of renting a Qualifying Unit from The Facility Owner, the Storer agrees to be bound by this agreement.

SCHEDULE 1 – POWER AND DATA QUOTA LIMITS AND PRICING

Plan - Cost per month (GST inc)	Included monthly power	Wi-Fi Data included/ month	Estimated cost P.A. (assumes no change in plan for 12 months)
\$80	80kw	80 GB	\$960
\$160	160kw	160 GB	\$1,920
\$240	240kw	240 GB	\$2,880
\$320	320kw	320 GB	\$3,840
\$400 (max plan)	400kw	400 GB	\$4,800

Note 1: Power usage quotas, expressed in kilowatts (“KW”) and data usage quotas expressed in gigabytes (“GB”) are reset to nil monthly, on the first day of each calendar month and unused proportions of quotas, both GB and KW, are forfeited, unrecoverable and do not accumulate.

Note 2. *Costs for usage exceeding the max plan above will increase at \$80/mth for each additional 80KW of power or 80GB of data, or part thereof, consumed in any given month but, due to infrastructure limitations, management reserves the right to shape or discontinue (terminate) these services.*