



BUSINESS SOLUTIONS

Osborne Park Business Centre.

Unit 2, 454 Scarborough Beach Road, OSBORNE PARK, W.A. 6017

Mailbox Rental Agreement

CLIENT DETAILS

Name: _____ Suite Number: _____ Expiry Date: _____

Business / Company Name: _____

(Please supply copy of the Certificate of Registration of company) ABN#: _____

Driving Licence No (ID): _____ Mobile Number: _____

Address: _____ Suburb: _____

State: _____ Postcode: _____ Country: _____

Tel (Home): _____ Tel (Work): _____ Fax: _____

Email Address: _____

Please list the following additional names for whom you wish to authorise to receive your mail/parcel on your behalf:

2) _____ Drivers Licence Number: _____

3) _____ Drivers Licence Number: _____

LEGAL

This Agreement made on (date)___/___/___ by and between (name)_____, hereinafter referred to as "Customer" and *Osborne Park Business Centre (OPBC)*, shall be governed by these Terms of Agreement to which each party agrees:

Customer Relationship

Customer understands that the relationship of the parties hereto is one of bailment and not landlord tenant. Therefore, the Customer acknowledges that a rental of the postal address in no way constitutes any form of lease or sublease on this property. By completing this form, Customer appoints OPBC as agent for the receipt of mail/parcel for a period not to exceed that for which rent has been paid in advance. Customer is expected to pick up mail at least once each month or make other suitable arrangements, in advance, with OPBC. OPBC will provide a key

to a private mailbox (Suite Number Box) from which Customer may obtain his or her mail. Access to Customer's Suite Number Box will be provided during the business hours posted by OPBC. Should Customer appoint another person or organization to collect mail from OPBC premises, Customer shall be responsible for the conduct of such person or organisation. OPBC shall assume that possession of a key is evidence of authority to collect mail/parcel.

Customer agrees that OPBC may terminate or cancel this agreement for good cause at any time by providing Customer ten

(10) business days written notice. Good cause shall include but is not limited to :- 1) Customer abandons the mailbox, 2) Customer uses the mailbox for unlawful, illegitimate, or fraudulent purposes. 3) Customer fails to pay monies owed OPBC when due. 4) Customer engages in offensive, abusive or disruptive behaviour toward other Customers or employees of OPBC.

Laws and Rules

Customer agrees to use services in accordance with OPBC rules and in compliance with all Australian regulations, as well as in strict conformity with all applicable Commonwealth and state laws & regulations and any other requirements, which would be imposed by law as if Australia Post was providing the service. Failure to do so may result in cancellation of service without notice. OPBC intends to cooperate fully with appropriate law enforcement officials.

Mail Acceptance and Additional Fees

Mail will be accepted for a maximum of three (3) persons or organisations in a single mailbox provided such persons or organisations have provided proper identification. In the event that Customer consistently receives substantially more mails than can be placed in a single mailbox, OPBC reserves the right to require Customer to rent an additional mailbox. Charges for service are based upon average volume and activity.

Certified, registered, insured, or C.O.D. mail/parcels will not be accepted by OPBC as agent for Customer except in those cases in which Customer specifically authorises same in advance, and provides full, advance payment of C.O.D. charges. Special circumstances, e.g. receipt of parcels, storage of parcels and special forwarding may require assessment of additional fees.

Liability

Customer agrees to protect, indemnify, and hold harmless OPBC from and against any and all claims, demands, and causes of action of any nature whatsoever relative to use of OPBC facilities or services, and any expense of OPBC incurred in a defence against same shall be reimbursed by Customer. In the event OPBC commits or fails to commit any act which results in disruption of service to Customer, and Customer thereby suffers a loss, OPBC's liability shall be limited to not more than the rental fees paid by Customer for service not yet received. OPBC shall not be liable for incidentals or consequential damages as a result of its performance as agent for Customer.

Payment of Fees

OPBC fees are due and payable in advance and notice thereof will be placed in Customer's Mailbox. No other notice will be required. Failure to pay such fees when due may result in

disruption or cancellation of services. OPBC does not prorate its fees and does not provide refunds in the event Customer cancels service prior to the agreed upon expiration.

Termination

Upon termination of services by OPBC or failure to pay rent in advance by Customer, OPBC shall have no responsibility to make Customer's mail available without payment therefore. Customer understands that the Australia Post will not forward or return mail without payment and will not accept a Change of Address from any former Mailbox customer. At termination of service, keys and entry cards or keys remain the properties of OPB and may not be copied without the written consent of OPBC. All keys and entry cards or keys shall be immediately returned to OPBC upon expiration, cancellation, or termination of this agreement. And Customer, if he or she wishes to receive any mail/parcel received for him/her after that date shall provide OPBC with forwarding address and pay the required fees for mail forwarding.

Upon expiration, cancellation or termination of this agreement, OPBC will: -Re-mail (i.e. forward) Customer's mail/parcel for six (6) months, provided Customer pays for the postage, packaging and forwarding fees in advance. Additionally, Customer must pay a monthly storage fee of \$30 for month 1, and \$20 for month 2 through 6 in advance for the time period that mail is to be forwarded. It is Customer responsibility to make arrangements with OPBC to identify any mail forwarding needs prior to the expiration, cancellation or termination of this Agreement. Store the mail or packages for up to six (6) months provided Customer pays a storage fee of \$30 per month for the time period in which OPBC holds the mail or package(s), plus a service fee of \$5 for each time Customer visits OPBC to pick up such items. It is the Customer's responsibility to make arrangements with OPBC to identify any mail storage needs prior to the expiration, cancellation or termination of this Agreement. Retain Customer's mail, other than Unsolicited Mail, at OPBC for a period of thirty (30) days, if the Customer leaves no forwarding fees and forwarding address. After such time, any mail or package may be discarded or destroyed. Discard or destroy any "Unsolicited Mail" (e.g. bulk mail; mail addressed as "occupant", "to resident" or similar designation; or coupons, advertising or promotional material) delivered to or remaining at OPBC. Refuse any package addressed to Customer delivered by any party other than the Australian Post, such as a commercial courier service.

Six (6) months after the expiration, cancellation or termination of this Agreement, OPBC may: -Refuse any mail or package addressed to Customer and delivered to OPBC. Discard or destroy any of Customer's mail or package(s) delivered to or remaining at OPBC at such time.

The term of this Agreement shall be the initial period paid for by Customer and any renewal period paid for by the Customer after initial term. Renewal of this Agreement for additional terms shall be at the Centre's sole discretion. This Agreement contains the whole agreement between the parties and any representation or warranty made by either party prior entering this Agreement shall have no force or effect. Apart from any warranties implied by the Trade Practices Act 1974 or any similar state legislation, all other warranties expressed or implied and whether arising by virtue of statute or otherwise are hereby excluded.

Customers Signature _____ Date Executed ___/___/___

OPBC Representative's Signature _____ Date ___/___/___

OFFICE USE ONLY

Mailbox Rental Period: From _____ To _____ Term _____

Service: Personal Business Physical Address / Virtual Address

Rental Fee: \$ _____ Initial Set-up Fee: \$25 Key Deposit: \$15

Storage Fee: \$ _____ (From _____ To _____)

Mail forwarding Fee: \$ _____ (From _____ To _____)

Remarks: _____
