



# Terms & Conditions

## Introduction

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Thank you for using StorageTree services. Please read this agreement carefully. These terms and conditions apply to the use of our websites, our products and services offered to you through these websites.

By accessing our websites and using our services, you signify you have read, understood and agree to be legally bound by these terms and conditions (the 'Agreement'). You consent to our use of your information in accordance with our Agreement and Privacy Policy.

We reserve the right to amend these Terms and Conditions within this Agreement from time to time. Your continued use of our services will be deemed to represent your continued acceptance to the latest version of the Agreement.

## 1. Parties to the Agreement

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- a. We are Storage Tree Pte Ltd, a company registered in Singapore with registered office at 46A Tanjong Penjuru, #02-02/03, Singapore 609040 ('we', 'our', 'us' and 'StorageTree').
- b. You, the customer ('customer', 'you', 'your', 'user') who wishes to use our service, must be 18 years of age or older.
- c. If you are a business customer ('customer', 'you', 'your', 'user'), you confirm that you have authority to bind any business on whose behalf you use the services.

This Agreement shall remain effective until either party terminates the Agreement in accordance with the terms herein.

## 2. Definitions

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In these Terms of Service, the following words have the following meanings:

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|----------------------------------|---|
| <b>Agreement</b>                 | Refers collectively to all conditions and notices referenced in the 'Terms and Conditions' and all other operating rules, policies and procedures that may be published from time to time on our website by StorageTree.      |
| <b>Websites</b>                  | <a href="http://www.storagetree.com.sg">Refers to our websites at www.storagetree.com.sg and www.storagetree.sg and all content, services and products available at or through the websites.</a>                              |
| <b>Customer Account</b>          | Refers to a customer account which has been opened by you through our sites.  |
| <b>Customer, You, Your, User</b> | Refers to the individual person, corporate or unincorporated body (whether or not having separate legal personality) that has visited or is using the websites and / or services and is entering into this Agreement with us. |

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| <b><i>StorageTree, We, Us, Our</i></b> | Refers to the Storage Tree Pte Ltd as well as its affiliates, directors, subsidiaries, contractors, licensors, officers, agents and employees.   |
| <b><i>Goods</i></b>                    | Refers to the items that you pack into Storage Boxes provided by us.   |
| <b><i>Items</i></b>                    | Refers to the odd shape or larger items entrusted to be stored by StorageTree.   |
| <b><i>Storage box(es)</i></b>          | Refers to the storage box(es) which StorageTree supplies to you for your packing of your goods.  |
| <b><i>Storage Service</i></b>          | Refers to the StorageTree's services which include the pickup, transport, storage and delivery services.   |
| <b><i>Online Service</i></b>           | Refers to the applications and software provided by StorageTree.   |
| <b><i>Content</i></b>                  | Refers to content featured or displayed through the website, including without limitation text, documents, information, data, articles, images, photographs, graphics, software, applications, video recordings, audio recordings, sounds, designs, features and any other materials that are available on our websites. |
| <b><i>Delivery(ies)</i></b>            | Refers to any empty box drop offs, packed box and other items pickups, follow-up pickups, delivery of packed box and empty box collection trips.   |
| <b><i>Return Request</i></b>           | Refers to a request by you for us to return the box(es) and/ or items to you from our storage facility.  |
| <b><i>GST</i></b>                      | Refers to Goods and Services Tax.  |
| <b><i>Stroller</i></b>                 | Refers to three or four-wheeled, often collapsible, chair-like carriage in which small children sit.   |
| <b><i>Bike</i></b>                     | Refers to a bicycle, motorbike, or motorcycle.   |
| <b><i>Golf Club</i></b>                | Refers to one of a set of clubs having a slender shaft and a head of wood or iron, used in golf.   |
| <b><i>Air Con / Dehumidifier</i></b>   | Refers to an electrical appliance which can filter air and control its humidity and temperature.   |
| <b><i>Luggage</i></b>                  | Refers to suitcases, trunks or baggages, e.t.c   |
| <b><i>Own Box</i></b>                  | Paper Ply or Carton Boxes only   |
| <b><i>Furniture</i></b>                | The movable articles, as tables, chairs, or cabinets, required for use or ornament in a house, office, or the like.  |

### 3. Registrations and Accounts

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- a. In order to use our services, you must register using your email address and create a customer account with us, providing complete, accurate and up to date information, in accordance with our Privacy Policy.
- b. You will maintain the confidentiality of your user account and for all activities that occur under the account and any other actions taken in connection with the account.

- c. You must notify us should there be changes to billing and contact details.
- d. You will take all reasonable steps to ensure that only yourself can access your account and the services. You agree that any person who has your login information is your representative for using our services and website.
- e. You will inform StorageTree immediately if you become aware or suspect that someone else may have unauthorised use of your password and/or account, or any other breaches of security.
- f. We will not be responsible for any liabilities, losses, or damages arising out of the unauthorized use of your computer, mobile device, or other computing device and/ or account.

## 4. Storage of Goods

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### *User Responsibilities*

- a. You shall ensure that, throughout the term of this Agreement, the goods and items are yours, or that you are permitted and authorised by the owners of the goods and items to use StorageTree services.
- b. Goods stored with us must not exceed 25kg per box or per item.
- c. You shall be responsible for packing all goods into storage box(es) and protecting them with protective wrapping or padding if necessary.
- d. You understand and agree that if you store fragile items, you waive all rights and claims against StorageTree should your fragile items be damaged. No matter how well you pack your goods or items in the boxes, they will be shifted and pushed around during transportation. Hence, you should not store any fragile items, such as glassware, crockery, picture frames, light bulbs, musical instruments, collectables or any items that are easily broken.
- e. Goods stored in storage box(es) must be sealed with StorageTree tamper-free seals which are given to you upon delivery of the empty box(es).
- f. You must ensure that bulky and large items are securely and safely protected so as not to cause damage or injury to our employees, or any other items, property or person.
- g. You shall return the empty Storage boxes within 14 days after the retrieval of your goods as all Storage boxes remain the property of StorageTree.
- h. The Goods that you store in the boxes **must not** include the following items :
  - 1. antiques (whether breakable or fragile)
  - 2. food or perishable items that may attract vermin or insects
  - 3. livestock (e.g. animals, plants, and any other living thing)
  - 4. fine art or fine wine
  - 5. items containing or made of glass
  - 6. firearms, weapons, ammunition
  - 7. explosives, combustible or flammable materials or compressed gases
  - 8. liquids such as paint, oil, gun powder, saltpeter diesel, kerosene, petrol, oil, cleaning solvents
  - 9. artificial fertilizer
  - 10. chemical, radioactive materials or biological agents, toxic waste, asbestos or other materials of a dangerous, toxic and hazardous nature.
  - 11. any item which emits fumes, smells or odours or any noise to be audible or vibration to be felt

12. used tyres
  13. bullion (e.g. gold-silver), jewellery, currency, ivory , precious metals or stones
  14. any illegal substances, drugs, narcotics or items and goods illegally obtained
  15. items which are irreplaceable such as currencies, bonds, securities, jewellery, furs and deeds
  16. Any other hazardous or dangerous materials the storage of which is subject to control by law
- i. You agree that StorageTree or our appointed agent may at any time reserve the right without informing you or in compliance with any court order or direction from any law enforcement or government agency, open the luggage, your own box or storage box, and inspect the goods inside, seize, destroy or otherwise dispose them as we deem fit per our absolute discretion. We shall have no liability to you in respect of such goods if we reasonably suspect that there are any such prohibited materials.
  - j. You shall be responsible for all resulting costs, expenses and losses incurred by us and shall pay such amounts to us on demand where there is a breach of Section 4h & 4i.

### ***StorageTree Responsibilities***

- a. StorageTree takes reasonable measures to ensure that the storage facility is clean and secured, but does not warrant that it is climate controlled. The user knows and accepts that normal deterioration and expected aging of all storage materials occurs with time, and we shall not be held liable for any such deterioration.
- b. For safety and privacy reasons, access to our storage facilities shall be strictly prohibited unless otherwise permitted. StorageTree reserves the right to deny access or delivery of stored storage box(es) and/or items until such time as the user has incurred any material default under this Agreement, including the payment of any outstanding fees.
- c. StorageTree will not be responsible for the following tasks:
  - (i) dismantle or assemble, disconnect or reconnect, any appliances, equipment, fixtures, fittings system or furniture (including flat pack)
  - (ii) pack goods into storage box(es), your luggage or carton boxes.
- d. StorageTree may refuse to store any goods or items and may return them to you at your cost, at any time, if we reasonably believe that the storage or continued storage of such goods would represent a risk to the safety of any person, the security of the storage facilities, or any other goods and items stored at StorageTree facilities.

## **5. Delivery and Collection**

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### ***User Responsibilities***

- a. You have to ensure that StorageTree has reasonable access and parking facilities to your premises in order for us to carry out the deliveries to you.
- b. You need to ensure that the storage box(es) and item(s) are available for collection on an easily accessible ground floor or within easy access by an elevator and they are capable of being transported in such elevator.
- c. You shall ensure that your goods have been securely packed into the storage boxes and are suitably prepared for transport to prevent possible damage or injury to StorageTree property, employees or other goods and items whether by spreading of damp, infestation, leakage, escape of fumes or substances or otherwise. We may refuse to collect any storage boxes or items that do not comply with our agreement.

- d. You should notify StorageTree of any cancellation or rescheduling of time of delivery, collection or return up to 2 working days before the original selected scheduled date.
- e. You must ensure that either you or your authorized representative is present at the specified address during the scheduled appointment for the delivery, collection and return of the storage box(es) and /or item(s) to avoid absent fee.
- f. You shall limit waiting time to max 15 minutes upon our arrival for the drop off of empty storage box(es), followed by immediate filling up and pickup of the filled storages box(es). This service of drop off and immediate pickup of storage boxes is for an order of up to max of 3 boxes.
- g. You can schedule the pickup at a later date which must be within 14 days from the drop off date and you must return to us all the box(es), whether containing your goods or empty, that we previously delivered to you. This 14 days grace period also applies to the retrieval of filled box(es) and/or item(s) and pick up of emptied boxes at a later date.
- h. You can schedule for collection of the empty storage box(es) within 15 minutes of the storage box(es) containing goods being returned to you, whereby you will remove all the goods and return the empty storage box(es) to the delivery driver. This service is available only for retrieval of max 3 boxes.
- i. When we deliver, collect or return storage box(es) and/or item(s) from or to you, they shall be accompanied by a delivery or collection note which shows the date of the delivery, collection or return of the storage box(es) and/or item(s). The recipient or the recipient's representative shall sign the delivery or collection note as confirmation that the items have been delivered, collected or returned.

### ***StorageTree Responsibilities***

- a. StorageTree shall collect the storage box(es) from the address indicated in the website and shall endeavor to do so within the timing indicated in your scheduled appointment.
- b. We currently serve all areas in Singapore, except for no-go zones. For a complete list of prohibited areas, refer to the website FAQ section.
- c. If your delivery address has elevators that are not operating for some reasons or does not have an elevator that services the level from or to which the storage box(es) and/or Item(s) are to be delivered or collected, we may, at the discretion of our delivery driver, either:
  - (1) deliver, collect or return to or from levels higher/lower than the first level above/below ground level, in which case the additional surcharge at Section 6 may apply; or
  - (2) abort such delivery/collection/return and shall not be held liable.
- d. StorageTree shall not be held liable for any cancellations and delays in deliveries, collection or return, including but not limited to misallocation of our delivery resources, schedule conflicts, failure in the telecommunications networks, power cuts, adverse weather and/or traffic conditions, terrorist activity, any court order or direction by law, seizure or legal process, riots and civil commotions, or other reasons beyond our control.
- e. For events indicated in (d), we shall contact you at best effort via email, phone calls and phone text messages and take all reasonable measures to minimize any disruptions to the services.
- f. StorageTree reserves the right to give advance notice to the user should it need to change the scheduled appointment of either the delivery or collection of the storage box(es) and/or item(s).

## **6. Pricing and Payment**

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By using StorageTree's online and storage services, you agree to the pricing and payment terms as we may update from time to time. StorageTree may add new chargeable services or amend fees and charges for existing services, at any time in its own discretion. Any change to our pricing or payment

terms shall become effective in the billing cycle following notice of such change to you as provided in this Agreement.

### **Fees and Charges Structure**

All applicable fees and charges are specified below:

| <b>Types of Fees and Charges</b>                                 | <b>Pricing (SGD\$)</b>   |
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| <b>Drop-off and pickup of empty standard boxes</b>               | Always Free  |
| <b>Pick up of filled up standard boxes</b>                       | Free   |
| <b>Rental fee per month</b>                                      | (a) Plastic Box \$8<br>(b) Golf Bag \$15<br>(c) Luggage \$15<br>(d) Stroller \$15<br>(e) Air Purifier \$15<br>(f) Bicycle \$15 |
| <b>Retrieval trip charges (standard box or customer own box)</b> | S\$15/trip, inclusive of one box<br>\$3 per additional 2 <sup>nd</sup> box onwards   |
| <b>Retrieval trip charges for other items</b>                    | (a) Golf Bag \$10<br>(b) Luggage \$10<br>(c) Stroller \$10<br>(d) Air Purifier \$10<br>(e) Bicycle \$25                        |
| <b>Rental and retrieval of bulky items and furniture</b>         | StorageTree will provide quotation based on dimension of items   |
| <b>24hour cancellation of appointment fee</b>                    | \$20   |
| <b>Late payment fee per month</b>                                | \$20   |
| <b>Failed scheduled pickup/drop off (see note A)</b>             | \$20   |
| <b>Missing or damaged plastic box charge (see note B)</b>        | \$50   |
| <b>Lien sale or auction fee (see note C)</b>                     | \$150  |
| <b>Stairs Policy per level per box(empty/full) or item</b>       | \$5  |

#### **Notes**

- (A) Failed schedule pick up or drop off can be due to wrong address given by clients or no show up when our delivery team arrives at your specified address.**
- (B) You return storage box(es) to us in an unclean or unusable condition (i.e. not in the same condition as it was originally delivered to you by us, as judged by us in our absolute discretion)**
- (C) Lien sales and auction fees are imposed when bills are overdue and not settled and costs are incurred to dispose of the goods.**
- (D) For deliveries to or from an address on a level which is not serviced by an elevator and is either higher/lower than the first level above/below ground level, you are required to pay the stairs fee in accordance to our stairs policy.**
- (E) All charges are inclusive of GST. If the rate of GST changes, we may adjust the GST you pay on the charges, such adjustment becoming effective as from the effective date of the change in the rate of GST.**
- (F) Please note that the minimum charging period for any storage box(es) and/or item(s) is 3 months from the date on which we collect your box(es)/item(s) for storage.**
- (G) If you submit a return request prior to the end of the minimum charging period, you will still be charged if we had stored them for the duration of the minimum charging period.**

## **Billing and Settlement**

- a. Charges start on the date the filled up box(es) and/or item(s) are picked up and it ceases the day after the termination.
- b. For new storage orders, we charge on a daily prorated basis for that first month.
- c. Your storage orders will always be billed on the first of each month. Your credit or debit card will be authorised but not charged until the 1st of the next month.
- d. There will not be prorated charges for early retrieval of items.
- e. StorageTree accepts all major Visa and Master credit and debit cards except American Express cards.
- f. You shall provide credit/debit card details upon submission of an order and all payment under this agreement shall be charged to this card.
- g. You shall not cancel the credit/debit card during the agreement term. In the event that your card is cancelled or expired, resulting in Storage Tree's failure to collect the billed charges, StorageTree shall be entitled to terminate this agreement with immediate effect and claim all monies due and owing from the user.
- h. In the event that all charges are not promptly paid within 30 days past due date, we are relieved of any duty howsoever arising in respect of the goods. We shall exercise lien over the goods until the outstanding charges have been fully settled and received by us. Under such situation, you authorise us to withhold and inspect the goods.
- i. If charges remain unpaid for 60 days past due date, we reserve the right to withhold your stored goods with us for sale or auction. We will therefore charge a lien sale/auction fee of S\$150 if applicable.
- j. Proceeds from the sale or auction will be used to settle all outstanding charges and payments including administrative fees, removal fees, late payment fees and lien sale/auction fee. If, after settling all charges and payments there is any amount leftover, we will make reasonable efforts to return the excess to you without interest. If within 60 days, we are unable to get a response from you and unable to pay you the excess, the amount leftover will be retained by us for our own account.
- k. If in our opinion the goods and/or item(s) cannot be sold for a reasonable price or at all (for any reason), or despite our reasonable efforts they remain unsold, you authorise us to treat them as abandoned and to destroy or otherwise dispose of them at your cost. You shall be responsible for all costs reasonably incurred by us in relation to the disposal of the goods and/or item(s).

## **7. Termination**

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- a. You may terminate your account at any time by requesting the return of all your boxes/items and settling any outstanding charges due to us.
- b. Payment invoice will be generated one day before the pickup date and payment will be effected immediately for outstanding storage used and delivery charges. We do not offer prorated charges for early retrieval of items. This means that you will not receive a refund if you take your items out of storage before the month end.
- c. We may terminate this agreement or your access to the website at any time, with or without cause, written notice and liability for any reason, if we determine that:
  - i. you breach any terms of this agreement,
  - ii. you fail to pay any amount due by the due date,

- iii. your activity poses a threat to Storage Tree.

Some parts of these terms will continue to operate even after your account is terminated. All provisions, of these terms which by their nature could reasonably survive termination, shall survive termination including but not limited to ownership provision, warranty disclaimers and limitations of liability.

## **8. Insurance**

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- a. You acknowledged that Storage Tree is not aware of the value of the goods and/or items stored with us and our liability is strictly limited to just S\$1 per box or item.
- b. Risk in the items shall remain with you at all times and you are responsible for arranging appropriate insurance for your goods and/or items.
- c. We do not offer additional insurance, however, you may wish to read the insurance plan's terms and conditions in our website FAQ, underwritten by Liberty Insurance Pte Ltd and distributed exclusively through Liberty's authorised agent, Lee Kok Leong Anson. In the event of a claim, the contractual obligation is between you and Liberty Insurance Pte Ltd.

## **9. General Liability**

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- a. Storage Tree shall not be liable for any loss or damage whatsoever arising from:
  - i. the act or omission of the customer or any person acting on your behalf
  - ii. compliance with the instructions given to us by the customer or any other person entitled to give them
  - iii. insufficiency of the preparation, packing, storage, labelling or marking of the goods except where such service has been provided by us
  - iv. riots, civil commotion, strikes, lockouts, terrorist attacks, stoppage or restraint of labour from whatsoever cause
  - v. inherent vice of the goods
  - vi. any bugs, viruses, Trojan horses or the like that may be transmitted to or through our website by any third party
  - vii. any interruption or cessation of transmission to or from the site
  - viii. any cause or event which StorageTree could not avoid and the consequences whereof it could not prevent by the exercise of reasonable diligence
- b. StorageTree shall not in any circumstances whatsoever and howsoever arising, including without limitation any negligence on our part or our agents, be liable for loss or damage caused to the goods and/or items, indirect or consequential loss or damage, loss of profits, loss of market or the consequences of any delay or deviation.
- c. You acknowledged that Storage Tree is not aware of the value of the goods and/or items stored with us and our liability is strictly limited to just S\$1 per box or item.

## **10. Restrictions**

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- a. You must not use or interact with the services or website in any unlawful or fraudulent way or for any unlawful or fraudulent purpose.
- b. You must not disrupt, damage or interfere with the services, our website in any way.



- c. You must not offer in any manner, sub-license or re-sell the services, use of or access to the services, to a third party, for any reason whatsoever without our prior written consent.

## **11. Intellectual Property Rights**

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- a. We retain ownership of all intellectual property rights of any kind related to our website and services, including all applicable copyrights, patents, logos, trademarks, trade secrets and other property rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals and extensions thereof, save for those which may relate to third parties that we may mention on our website or with in providing this service.
- b. All other content and materials that appear on our website, are displayed, or are used on the website or as part of the service are registered or common law trademarks or service marks of StorageTree. They may be downloaded or printed for your own personal and non-commercial use only. All copyright notices on downloaded or printed material must be retained. Save as specifically permitted here, you may not copy, download, reproduce, use, modify, sell or distribute, made available to the public, create a derivative work or otherwise use or exploit any content on the site in any way or for any purpose without prior written permission from Storage Tree. Use of StorageTree content for any purpose not expressly permitted by this agreement is strictly prohibited.

## **12. Notices and Communications**

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### ***Electronic Communications***

- d. For contractual purposes, you consent to receive communications from StorageTree in an electronic form via the email address you have submitted or via the service and agree that all terms, conditions, agreements, notices, disclosures, and other communications that StorageTree provides to you electronically satisfy and legal requirement that such communications would satisfy if it were in writing.
- e. You acknowledge that that all electronic communications made pursuant to the use of this website shall be given legal effect, validity and enforceability and shall have, between the parties thereto, comparable evidential value to that accorded to a signed written document.
- f. You agree not to contest the legally binding nature, validity or enforceability of any transaction on the website on the ground that it was entered into electronically.

### ***Legal Notice***

- a. Legal notice to StorageTree must be in writing. Your address for service of notices shall be your email and/or postal address specified in your customer account.
- b. Communications made through email will not constitute legal notice to Storage Tree or any of its officers, employees, agents or representatives in any situations where notice to us is required by contract or any law or regulation.
- c. Any notices given by either parties must be in writing and may be served by email or prepaid post. A notice shall be deemed to have been served from the time the email was sent by the sender and or 48 hours after it has been placed in the post, provided that the sender of the email does not receive an email message stating that the email message has not been received by the intended recipient.

## 13. Privacy

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- a. We only use your personal information in accordance with our Privacy Policy which is available on our website at any time. Please read the Privacy Policy as it includes important terms which apply to you and how your information is handled.
- b. Where you supply any feedback, you agree and acknowledge that StorageTree shall have no confidentiality obligations to such feedback or suggestions and that it may be incorporated into our website or services.

## 14. Disclaimer

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- a. StorageTree provides the website, [www.storagetree.sg](http://www.storagetree.sg), on an “as is” and “as available” basis with all faults. We do not warrant that use of the website will be error-free or uninterrupted or that any defects will be corrected.
- b. StorageTree will provide the services with reasonable care and skill and substantially as described in this Agreement. We do not make any other promises or warranties about the Services.
- c. StorageTree does not warrant, endorse, guarantee or assume responsibility for any product or service advertised or offered by a third party through the website or online services or any website or service hyperlinked to the site, and StorageTree will not be a party to or in any way monitor any transaction between you and third party providers of products or services.
- d. Storage Tree cannot guarantee that unauthorised third party will never be able to defeat our security measures or use your personal information for improper purposes.

## 15. Governing Law

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This Agreement, including all other conditions indicated on the StorageTree website, and any disputes or claims arising out of or in connection with it and the services of StorageTree shall be subject to Singapore law and the exclusive jurisdiction of the Singapore courts.