

Claims means all claims, demands, debts, causes of action, liabilities, entitlements, costs, expenses, suits, proceedings and remedies of any nature however it arises and whether it is present or future, fixed or unascertained, actual or contingent (whether or not the facts, matters or circumstances giving rise to that claim are known to that person or to any other person at the date of this Deed) and whether at law, in equity, under statute or otherwise.

Deed means this Deed Poll executed by the Consignor.

Goods means those goods belonging to the consignor and stored at the Premises in which the Consignor has provided Proof of Ownership documents to the Landlord's reasonable satisfaction.

Proof of Ownership means the documents provided by the Consignor and found at Annexure A to this Deed

2. **Warranties about ownership of the Goods**

2.1 The Consignor warrants to the Landlord that, the Consignor:

- (a) has the right to immediate possession of the Goods;
- (b) is the owner of the Goods, or has been granted authority to take possession of the Goods on behalf of the true owner of the Goods; and
- (c) provides the Proof of Ownership documents as evidence of their title to the Goods.

3. **Acknowledgement about condition of the Goods**

3.1 The Consignor acknowledges that:

- (a) they receive the Goods on an "as is, where is" basis in their existing condition and state of repair;
- (b) the Landlord has no responsibility for the condition or state of repair of the Goods; and
- (c) the Landlord is not responsible for any missing or damaged Goods.

4. **Return of Goods**

4.1 In reliance on the warranties and acknowledgements contained in this Deed, the Landlord will make the Goods available for collection by the Consignor at a mutually convenient time.

5. **Release and indemnity**

5.1 In consideration of the return of the Goods, with effect from the date of this Deed, the Consignor:

- 5.1.1 unconditionally and irrevocably releases the Landlord from any and all Claims arising out of or in connection with the Goods; and
- 5.1.2 indemnifies the Landlord against any Claims brought by any other persons asserting a competing entitlement to ownership of the Goods.



Executed by the Consignor as a deed poll this..... day of 2018.

Signed sealed and delivered by)
.....)
in the presence of:)

.....
Witness



Maddocks

Annexure A Proof of Ownership