Access Prior to Settlement for Storage of Goods

The Buyer has requested and the Seller has agreed to allow the Buyer and their reasonably necessary invitees access to the Property prior to settlement on …………………………… (Insert date)

To store goods……………………………………………………………………………………………….
(Insert in detail as applicable, for example :- at the property / inside the dwelling / shed only / garage only / etc.).

This access is granted on the same terms (if any) as those in contained in the Contract with the following additions and modifications:

a) the access granted specifically excludes the Buyer or their invitees from staying in the Property outside the hours of ……………………………………………….
(Insert e.g. 8:00AM to 6:00PM)

b) all goods stored by the Buyer at the Property are stored at the sole risk of the Buyer;

c) ownership of the goods remains at all times with the Buyer;

d) if settlement does not occur, the Seller will allow the Buyer …………………………days
(Insert appropriate days e.g. - 7)
from the termination of the Contract in which to remove Buyer's goods from the Property and will provide the Buyer and their reasonably necessary invitees further access to the Property upon reasonable notice for the purpose of removing these items from the Property. Both parties shall reasonably cooperate to facilitate the Buyer with access to remove the Buyer's goods within the allowed time. The Buyer acknowledges that if the Buyer fails to remove the Buyer's goods within the allowed time or such further agreed time, the Seller may deem the goods to be abandoned by the Buyer, store the goods elsewhere at the Buyer's cost, keep the goods or exercise any right/s available at law.

e) the Buyer will provide a copy of the relevant Certificate of Currency for the insurance to the Seller prior to possession being permitted;

f) the Buyer indemnifies the Seller against any and all loss, damage, action, claims, suits or demands arising from or through or in connection with the access to the Property, storing of goods and in particular which might arise as a result of the injury or death to any person occurring during the access.

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Seller/s Signature

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Witness Signature

....
Buyer/s Signature

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Witness Signature