

## Terms and Conditions Of Agreement To Store Goods

1. In these terms and conditions, the following words have the following meanings:-
  - Access hours the hours we permit you to access the room
  - This Agreement these terms and conditions and the information set out overleaf
  - Deposit the amount specified overleaf
  - Start Date the date specified overleaf
  - Due Date the date specified overleaf for the first four weeks of storage and the corresponding date for each following period of four weeks
  - The Goods anything you store in the unit at any time during this agreement
  - Other Charges our fees for the sale of insurance, general merchandise, extended access, transportation, and rental of equipment or any other service.
  - Our Fees the amount specified on your invoice plus any other charges which shall also be paid by you where it is or becomes applicable
  - Prompt Payment in respect of the payment of each and every sum due under this agreement, payment on the due date or within two working days afterwards, and in respect of any sum being due under any other agreement between you and us, payment within five days of that sum being demanded in writing
  - Site the premises on which the unit is situated
  - Termination Date the date of termination of this agreement in accordance with condition 25 or 26
  - Unit the storage room specified overleaf or any alternative storage unit we may specify under condition 11
  - We, Us, Our the storage provider named overleaf
  - You, Your the customer named overleaf
2. So long as our fees are paid up to date, we license you, but no other person:
  - 2.1.1. to use the unit for the storage of goods in accordance with this agreement from the start date until this agreement is terminated; and
  - 2.1.2. to have access to the unit at any time during the access hours only for the purposes of depositing, removing, substituting or inspecting the goods and your regular inspection of the room for damage and unsuitability for the goods. No access to the unit will be permitted for any other purposes or outside access hours. We will try to provide advance warning of changes in access hours by notices at the site, but we reserve the right to change access hours to other reasonable access times at any time without giving prior notice.
- 2.2. Extended access is available by prior appointment only. We reserve the right to decline any customer's request for extended hours access and to charge you a further reasonable charge for the time and effort involved in resolving any issues with regard to extended hours.
3. Only you and persons authorised in writing or accompanied by you ('authorised persons') will be allowed to have access to the unit. Any such person is your agent for whose actions you are responsible and liable to us and to other users of units and the sites. You may withdraw any authorisation at any time, but the withdrawal will not be effective until we receive it in writing. We may ask for proof of identity from you or any other person at any time (although we are not obliged by this agreement or otherwise to do so) and we may refuse access to any other person (including you) who is unable to provide satisfactory proof of identity. We may refuse you or your agent's access at any time if we consider in our sole discretion that the safety of any person at the store, or the security of the unit or its contents, or other units or their contents will be put at risk.
4. You are responsible for the padlock key provided to you, if lost or damaged a fee will be incurred, the amount of which will be at our discretion. You must ensure the unit is locked so as to be secure from unauthorised entry at all times when you are not in the unit. We will not be responsible for locking any unlocked units. You should not leave your key or permit access to any person other than your own agent, who is responsible to you and subject to your control and if you do so, you do so at your own risk whether or not any such person is our employee or agent. We do not accept any liability for any person including our employee or agent holding your key and having access to your unit and any such person acts as your agent only.
5. We reserve the right to gain entry to your unit at any time at our own discretion.
6. You warrant that throughout this agreement, the goods in the unit from time to time are your own property or that the person who owns or has interest in them has given you irrevocable authority to store goods in the unit on the terms and conditions in this agreement and that you act as a duly authorised agent of any such person. You indemnify us against any loss or damage suffered by us for breach of this warranty including against any loss, damage or expenses incurred by us (including any reasonable incurred legal fees) arising from any step or action taken by any person who owns or has an interest in the goods.
7. We reserve the right to refuse to permit you to store any goods or require you to collect any goods from the unit if in our opinion the safety of any person at the store, or the security of the unit or its contents, or other units or their contents would be put at risk by the storage or continued storage of any such goods.
8. You must not store (and you must not allow any other person to store) any of the following in the unit(s):-
  - 8.1. food or perishable goods, unless securely packed and approved by us so that they are protected from and do not attract vermin;
  - 8.2. plants, birds, fish, animals or any other creatures;
  - 8.3. combustible or flammable materials or liquids such as gas, paint, petrol, oil or cleaning solvents;
  - 8.4. firearms, weapons, ammunition, explosives or the components thereof;
  - 8.5. chemicals, radioactive materials, biological agents,;
  - 8.6. toxic waste, asbestos or other materials of a potentially dangerous nature;
  - 8.7. any item which emits any fumes, smell or odour;
  - 8.8. any illegal substances, illegal items or goods illegally obtained;
  - 8.9. compressed gases; or
  - 8.10. any item of high value requiring specialist storage (jewellery, money, bullion, deeds, bonds, securities, stamps, antiques, fine art or fine wines).
9. You must not (and not allow any other person to):-
  - 9.1. use the unit or do anything at the site or in the unit which may be a nuisance to us or the users of any other unit or any other person at the site;
  - 9.2. do anything at the site or in the unit which may invalidate any of our insurance policies or those of other unit users or increase then premiums payable on them;
  - 9.3. use the unit as offices or living accommodation or as a home or business address and not use the address of the site or the unit for sending or receiving mail;
- 9.4. spray paint or do any mechanical work of any kind in the unit;
- 9.5. attach anything to the internal or external surfaces of the unit or make any alteration to the unit
- 9.6. allow any liquid, substance, smell or odour to escape from the unit or any noise to be audible or vibration to be felt outside the room;
- 9.7. cause any damage to the unit or any other unit or the site or its facilities or to the property of us or any other unit users or other persons at the site and if you cause any damage you must (at our option) repair, restore or replace such damage or item or reimburse the costs of making necessary repairs, restoration or replacement or make proper compensation;
- 9.8. leave anything in or cause any obstruction or undue hindrance in any area of the site and you must always exercise courtesy to others and reasonable care for your own safety and that of others in using these areas;
- 9.9. leave any waste or refuse that is created by storing the goods and you will be charged the reasonable costs of disposing of such waste or refuse if you fail to comply with this undertaking; or
- 9.10. Connect or provide any utilities or services to the unit unless authorised in advance in writing by us.
10. You must (and you shall procure that your agents must):-
  - 10.1. Use reasonable care when at the site or in the unit and take all reasonable care in respect of the unit, the site, and the property of us or any other users or other persons at the site;
  - 10.2. Inform us immediately of any damage or defect to the unit;
  - 10.3. Comply with the reasonable directions of any of our employees, agents and contractors at the site and any further regulations for the use, safety and security of the unit and the site which we may issue from time to time;
  - 10.4. Pay for the reasonable cost of repairs or cleaning or making good to your unit or our site, of any damage caused by you or your agents, including but not limited to your removal, haulage or delivery contractors.
11. This agreement shall not confer on you any right to exclusive possession of the unit.
  - 11.1. We may at any time, by giving you seven days' written notice, require you to remove the goods from the unit to another unit specified by us, which shall not be smaller than the current unit.
  - 11.2. We agree to pay you reasonable costs of removal which have been approved in writing by us in advance of the removal.
  - 11.3. If you do not arrange the removal of goods to the alternative unit by the date specified in our notice, we and our agents and contractors may enter the unit and do so. In doing so, we end our agents and contractors acts as your agent and the removal will be at your risk (except for loss or damage caused wilfully or negligently by us and our agents and contractors, subject to the aggregate limit of our liability contained in condition 21)
  - 11.4. If the goods are moved to an alternative unit this agreement will be varied by the substitution of the alternative unit number but shall otherwise continue in full force and effect our fees at the rate set out overleaf will continue to apply to your use of the alternative unit.
12. You must pay us our fees for the minimum period of storage (28 days) on signature of this agreement and thereafter must pay our fees on the due date.
13. We may alter our fees at any time by giving you written notice and the new fees shall take effect on the first due date occurring not less than four weeks after the date of our notice.
14. If you do not pay our fees Seven days after the due date, you must pay us administrative charge for the late payment which is the larger of 10 per cent or £10.
15. On each occasion any payment is dishonoured, at our option you must pay us an administrative charge of £10. Furthermore, once a cheque has been dishonoured we can no longer accept payment in this form and require settlement of your outstanding account by cash, debit card or credit card.
16. Additionally, you must pay us interest on all amounts overdue for payment from you at the rate of 5% above the base rate of Nat west Bank PLC, calculated from the date from when payment becomes due up to and including the date of actual payment including all accrued interest, whether before or after judgement, and whether or not we exercise right of sale under this agreement.
17. You must pay us the deposit on your signature of this agreement. The deposit will be returned to you (without interest) after this agreement terminates, less any amount we may in our sole discretion deduct to cover:-
  - 17.1.1. any breach of the conditions in 9 and to the above
  - 17.1.2. any of our fees which have not been paid or any unpaid removal or other charges; or
  - 17.1.3. Any other obligation to us that you have not performed.
- 17.2. We reserve the right to deduct or withhold from the deposit any sums accruing in respect of repairs or cleaning or the making good of your breach of this agreement or the conditions which we consider is required as a direct or indirect result of the storage of the goods within the site, in order to bring the site up to substantially the same standard and condition as it was at the start date and any sums accruing in respect of removal costs or any arrears of our fees.
- 17.3. We will refund the deposit to you within 14 days of the termination date. Any such refund will be by company cheque or an electronic transfer to a credit/debit card. No refunds will be given by cash monies.
18. The prompt payment of each and every sum (including interest) whether invoiced or not, owing from you to us from time to time under this agreement or any other agreement between you and us is of the essence of this agreement.
  - 18.1. The terms of this condition are additional to and without prejudice to all or any rights we may have at common law or otherwise.
  - 18.2. in the event of a default of the prompt payment of your debt:
    - 18.2.1. we are relieved of any duty howsoever arising in respect of the goods; and
    - 18.2.2. The goods are held solely at your risk and we shall be able to immediately exercise the lien described below.
  - 18.3. We have a lien over the goods for your debt until the payment of your debt in full has been received by us in cash or, if by cheque, until the cheque has been paid by your bank and after this lien becomes exercisable by us, the following conditions shall apply.
  - 18.4. You shall pay us fees and charges at the same rates as under this agreement and if this agreement has been terminated, the relevant rate at which such fees and charges will be payable to you will be the rate which was payable immediately prior to termination; and
  - 18.5. In default of the prompt payment of your debt, you authorise us;-

- 18.5.1. To refuse you and your agents access to the goods, the unit and the site.
- 18.5.2. To enter the unit and inspect and remove the goods to another unit or site;
- 18.5.3. To hold onto and/or ultimately dispose of some or all of the goods.
- 18.6. In the event that your debt is not paid within 30 days after the due date or you fail to collect the goods after we have required you to collect them upon expiry or termination of this agreement, we may, subject to clause 18.8, sell the goods and pass all ownership to them and use the proceeds of sale to pay first the costs incurred by us in the sale and removal, and secondly in paying your debt and to hold any balance for you. Interest will not accrue to you on the balance.
- 18.7. If the proceeds of sale are insufficient to discharge all or any part of the costs of sale incurred by us and your debt, you must pay any balance outstanding to us within seven days of a written demand from us, which will set out the balance remaining due to us after the net proceeds of sale have been credited to you. Interest will continue to accrue on your debt until payment has been made.
- 18.8. Before we sell the goods, we will give you notice in writing by registered or recorded delivery post at your address overleaf or any address in England and Wales notified by you to us in writing prior to our notice, the amount of your debt at the date of the notice and directing you to pay and that in default of payment within 10 days of the date of notice, we will sell the goods. We do not agree to give you any further notice of any intended sale.
- 18.9. We will sell the goods by best method(s) reasonably available to achieve the best selling price reasonably obtainable in the open market, taking into account the costs of sale.
- 18.10. If the goods cannot reasonably and economically be sold (for any reason whatsoever) or they remain unsold despite our efforts, you authorise us to treat them as abandoned by you and to destroy or otherwise dispose of them at your cost.
19. Because of the nature and type of the goods being stored by you from time to time is entirely within your discretion (subject to condition 8 and 9):-
- 19.1. You must ensure that the unit is suitable for the storage of goods that you store or intend to store in it. We do not warrant or represent that any unit allocated to you is a suitable place or means of storage for any particular goods. We strongly advise you to inspect the unit before storing goods in the unit and from time to time throughout the period of this agreement.
- 19.2. You must ensure that when the goods are presented for storage, they will be securely and properly packed and in such condition as not to cause damage or injury to the store or to any other property, whether by spreading damp, infestation, leakage or the escape of fumes or substances or otherwise howsoever; in addition, the goods will not be perishable or include any animal or other living creature.
- 19.3. We do not inspect the goods when they arrive at the site and we do not keep any records concerning, or any inventory of the goods, nor do we have any knowledge of their nature, condition or state of repair.
20. In the event that you do not pay any fees or charges, the goods left in the room at your sole risk. We exclude any liability in respect of the goods when payment of our fees or charges is overdue and exclude any duty of care howsoever arising.
21. We do not insure the goods.
- 21.1. Storage of goods in the unit is at your sole risk.
- 21.2. You warrant to us as follows:-
- 21.2.1. that prior to bringing the goods into the site you have insured or will insure the goods against normal perils under a valid contract of insurance with a reputable insurance company for their full replacement value and will not cause or allow that insurance cover to lapse whilst the goods or any of them remain at the site; and
- 21.2.2. That you will provide us with a copy of your proof of insurance upon our request and that such a request does not indicate that it is valid or has been approved by us.
- 21.2.3. That the insurance cover will not be for a sum which is lower than the replacement value of the goods stored in the unit from time to time and that the insurance cover is at the same level of value that is indicated overleaf.
- 21.3. We do not give any advice concerning such insurance and it is for you to make your own judgement whether such insurance is appropriate to cover the goods and risks to them.
- 21.4. We exclude all liability in respect of loss or damage relating to your business, if any, including consequential loss, lost profits or business interruption, and all liability in respect of loss or damage to the goods caused by normal perils (including as a result of negligence by us, our agents and/or employees) above the sum of 100 pounds which we consider to be the normal excess on a standard household insurance policy whether or not that policy would cover the goods.
- 21.5. Normal perils in this condition mean loss or damage to goods caused by fire, lighting, explosion, earthquake, aircraft, storm, flood, and escape of water, theft accompanied by forcible and violent entry or exit, riot, strike, civil commotion, malicious damage, and impact by vehicles.
- 21.6. You agree that we will not be liable for any loss or damage however arising and, in particular, that our total liability shall not in any circumstances exceed the total value of the goods as specified by you on this agreement.
22. We do not exclude liability for physical injury to or the death of any person and which is a direct result of our negligence or wilful default or that of our agents and/or employees.
23. You will indemnify us against all claims, demands, liabilities, damages, costs and expenses incurred by us or by any of our servants, agents or other unit users or persons at the site which arise out of the use of the unit or the site by you or any of your servants, agents or invitees or arise out of the breach of this agreement by you.
24. In the event of circumstances which are outside our reasonable control and their consequences, we do not agree and are not obliged by this agreement to maintain the safety or security of the goods, the unit or the site in order to keep the goods free from damage or loss. Neither you nor we shall have any liability under or be deemed to be in breach of this agreement for any delay or failure in performance of this agreement, which results from circumstances beyond the reasonable control of that party. Such circumstances include any act of god, riot, strike or lock out, trade dispute or labour disturbance, accident, breakdown of plant or machinery, fire, flood, shortage of labour, materials or transport, electrical power failures, threat of or actual terrorism or environmental or health emergency or hazard, or entry into any unit including the unit or the site by, or arrest or seizure or confiscation of goods by competent authorities.
25. This agreement shall expire on the termination date or as described in condition 26.
26. Either you or we may terminate this agreement:-
- 26.1. by giving not less than seven days' written notice to the other ending on any due date and termination will take effect from that due date, which shall be the termination date (should this agreement not be terminated on the due date you will be given a further seven days grace, after which it will be assumed that you have not served written notice on us of your intention to terminate); or
- 26.2. Immediately by giving written notice to the other if it commits a serious breach of any term of this agreement and (in the case of a breach capable of being remedied) shall have failed within 15 days after service of a notice to do so, to remedy the breach. Serious breach includes a failure by you to pay all our fees and other charges due to us under this agreement. The termination date shall be the date the notice is effectively served on you in accordance with condition 38.
27. Immediately on the termination date, you must remove all goods from the unit and leave the unit clean and tidy and in the same condition as at the start date. If you do not do so, you shall pay our costs of cleaning the unit or disposing of any goods or rubbish left in the unit or that the site. In default of prompt payment of our fees and any payments due to us under this agreement, we are relieved of any duty howsoever arising in respect of the goods and they are held solely at your risk. We may treat goods remaining in the room after the termination date as abandoned and may dispose of them in accordance with condition 18.6 and 18.8.
28. Where this agreement has terminated and you have paid more of our fees and charges than are due at the termination date, we will refund the balance to you after deduction of any payments due to us as if the balance were a deposit under condition 17. no interest will accrue on any money held by us for you. Where any payments are still outstanding from you, you must pay us in full including any outstanding interest before we will release the goods to you.
29. You agree to examine the goods carefully upon removing them from the unit and must tell us about any loss or damage to the goods as soon as is reasonably possible after doing so. In any event we need to inspect any damage to the goods and to take photographic evidence, before you can proceed with any insurance claim for loss or damage.
30. Any delay by us in exercising any of our rights under this agreement will not affect our rights or be a waiver of those rights, nor will any partial exercise of any right exclude a further exercise of that right.
31. Every provision in this agreement is severable and distinct from every other provision and if at any time one or more of such provisions is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not be affected in any way.
32. This agreement can only be varied in writing and signed by one of our directors. None of our employees or agents has any authority to vary this agreement on our behalf whether orally or in writing or to make any representation of fact is or may be inconsistent with the terms of this agreement
33. You may not assign any of your rights under this agreement or part with possession of the unit or the goods whilst they are at the store to any other person, firm or company and a breach of this condition is a serious breach under condition 26.2.
34. You agree that it is not intent of this agreement to confer any rights on any third parties by virtue of this agreement and accordingly the contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.
35. This agreement shall be governed by English law and you and we submit to the exclusive jurisdiction of the English courts.
36. This agreement shall not create a tenancy or constitute us as bailees of goods.
37. Where you are two or more persons your obligations under this agreement shall be obligations of each of you separately.
38. Any notice given under this agreement must be in writing and may be served by personal delivery to the person notified or its address or by prepaid post. Your address for service of notices shall be your address written overleaf or any other address in England which you have previously notified to us in writing. Any notice to you will also be sent to any owner (whether sole, joint, or co-owners) the name and address of whom we have been previously notified by you. Any notice to us must be sent to our address set out overleaf. A notice will be served at the time of personal delivery or forty-eight hours after it has been placed in the post.
- 38.1. You will inform us in writing of any changes to your billing details, contact details, alternative contact details, authorised persons, insurance details or access details stated on this agreement.
39. Before taking any court proceedings for anything arising out of this agreement (apart from emergency court proceedings), the complaining party shall inform the other person in writing of the dispute in as much detail as possible and you and we agree to try informal conciliation within twenty business days of the notice of the dispute. If the dispute cannot be resolved, you and we agree to use the centre for alternative dispute resolution to try to resolve the dispute amicably by using an alternative dispute resolution procedure before taking any other step. If the dispute is not resolved to mutual satisfaction within 90 days after notice of the dispute has been given, you or we may submit the dispute to the court. This condition does not affect the right of either you or us to terminate this agreement.