

Terms and Conditions of Goods Storage

1. In these terms and conditions, the following words have the following meanings:-

Customer Agreement: The agreement signed by You

Agreement Period: The period commencing on the Start Date and ending on the Termination Date

Deposit: The amount specified in the Customer agreement.

Start Date: The date specified in the Customer agreement.

Due Date: The start date 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 Room at any time during the agreement Period.

Other Charges: Our fees, general merchandise, extended access, transportation, rental of equipment or any other service and any VAT payable that may be incurred by You from time to time

Our storage agreement Fees: The amount specified on Your invoice (based on the weekly fee specified in the Customer Licence) plus any other charges which shall also be paid by you where applicable.

Prompt Payment: In respect of the payment of each and every sum due under this Licence, 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.

Store: the premises in which the Room is situated.

Termination Date: the date of termination of this agreement in accordance with Condition 26.

Room: The storage room specified in the Customer Licence or any alternative storage room We may from time to time in Our absolute discretion specify under Condition 11

We, Us, Our the Room provider named as the Licensor in the Customer Licence

You, Your the Licensee named in the Customer Licence

1.1. All sums payable under the terms of this Licence will be exclusive of any VAT.

3.2 We will contact, disclose, discuss and provide access to Your account details to, and otherwise deal with (as Your agent), persons authorised by You in writing or identified by You to Us as your alternative contact person(s) ("Alternative Contacts") in accordance with, and to the extent of, Your instructions. In addition, in the event that We are unable to contact You at Your contact details specified in the Customer Licence (as amended or updated from time to time by notice in writing by You to Us) for any reason, We may and You hereby authorise Us

to contact, disclose, discuss and provide access to Your account details to, and otherwise deal with (as Your agent), such Alternative Contacts for the purposes of and in relation to this Licence. You warrant that You have the right to provide to us the personal data of such Alternative Contacts and to authorise Our use of such data for this purpose.

6. You warrant that throughout this Licence, the Goods in the Room from time to time are Your own property or that the person who owns or has an interest in them has given You irrevocable authority to store the Goods in the Room on the terms and conditions in this Licence 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 reasonably 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 Room if in Our opinion the safety of any person at the Store, or the security of the Room or its contents, or other rooms at the Store or their contents would be put at risk by the storage or continued storage of any such Goods.

11. This Licence shall not confer on You any right to exclusive possession of the Room.

11.1. We may at any time by giving You seven days' written notice, require You to remove the Goods from the Room to another Room specified by Us.

11.1.1. in the event of a fire or flood or other incident or occurrence at the Store which in Our opinion requires the Room or any part of the Store to be closed or sealed off;
or

11.1.2. if We close the Store or any part of the Store for redevelopment, in which case We may remove the Goods from the Room to another Room in another store, which we will try to ensure is as near as possible to the Store in the given circumstances.

12. You must pay Us Our Licence Fees for the minimum period of storage (28 days) on signature of this Licence and thereafter must pay Our Licence Fees on the Due Date.

13. We may alter Our Licence Fees at any time by giving You written notice and the new Licence 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 Licence Fees within ten days after its Due Date, You must immediately on demand pay Us an administrative charge for late payment (the "Late Charge") which is the larger of 10 per cent of Our Licence

Fees or £10. If Your failure to pay Our Licence Fees continues for fifteen days or more after its Due Date and/or You fail to pay the Late Charge on demand, the amounts outstanding shall incur interest at the rate of 5% above the base rate of NatWest Bank PLC, calculated from the date when payment becomes due up to and including the date of actual payment including all accrued interest, whether before or after judgment. We may, in our sole discretion, require you (as an alternative) to pay Us interest on the amount of Licence Fees overdue at the rate of 5% above the base rate of NatWest Bank PLC, calculated from the date when payment becomes due up to and including the date of actual payment including all accrued interest, whether before or after judgment. The Late Charge (or interest) shall be payable whether or not We exercise the right of sale under this Licence.

15. If You do not pay any of Our Licence Fee by its Due Date We may (in our sole discretion) immediately without notice to You withdraw any further discounts, deductions or other rebates on the Licence Fee agreed to be granted by Us to You.

16. On each occasion any amount submitted by You by way of payment of Our Licence Fees is dishonoured, at Our option You must immediately on demand pay Us an administrative charge of £15. Furthermore, once a payment method 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.

17. You must pay Us the Deposit on Your signature of this Licence. The Deposit will be returned to You (without interest) after this Licence terminates, less any amount We may in Our sole discretion deduct to cover:

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 Licence or the Conditions which We consider is required as a direct or indirect result of the storage of the Goods within the Store, in order to bring the Store 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 Licence Fees.

17.3. We reserve the right to amend the amount of Deposit requested dependant on the payment method used by you.

17.4. 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 Licence or any other agreement between You and Us (in this Condition called "Your Debt") is of the essence of this Licence.

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 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 Licence and if this Licence has been terminated, the relevant rate at which such fees and charges will be payable by 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 Room and the Store;

18.5.2. to access the Room and inspect and remove the Goods to another Room or Store; and

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 30 days after the Due Date or You fail to collect the Goods after We have required You to collect them or upon expiry or termination of this Licence, We may, subject to Condition 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 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 of the amount of Your Debt at the date of the notice and that in default of payment within 10 days of the date of the 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 any method(s) reasonably available to achieve a 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.

18.11. You will pay Our reasonable costs incurred in administering the debt collection and sale process described in this condition. These costs will include (without limitation) auction costs, removal costs, cleaning costs and charges for Our own time.

19. Because the nature and type of the Goods being stored by You from time to time is entirely within Your discretion (subject to Conditions 8 and 9):

19.1. You must ensure that the Room is suitable for the storage of the Goods that You store or intend to store in it. We do not warrant or represent that any Room allocated to You is a suitable place or means of storage for any particular goods. We strongly advise You to inspect the Room before storing Goods in the Room and from time to time throughout the period of this Licence;

19.2. You must ensure that when the Goods are presented for storage, they will be 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; and

20. In the event that You do not pay Our Licence Fees or charges, the Goods are left in the Room at Your sole risk. We exclude any liability in respect of the Goods when payment of Our Licence Fees or charges is overdue and exclude any duty of care howsoever arising.

21. Insurance cover.

21.1. Storage of Goods in the Room is at Your sole risk.

21.2. We will take out and maintain a contract of insurance in accordance with the Confirmation of Insurance Document provided to You. This will provide cover for the Goods to the full new replacement value stated in the insurance inventory completed by You,

and You will be required to pay Us a fee for this cover. We do not carry out any valuation of the Goods and We are not responsible for ensuring that the full new replacement value as stated by You in the insurance inventory is an accurate or true valuation of the full new replacement value of the Goods. You are responsible for ensuring that the value of Goods insured is maintained at an adequate level throughout the Licence Period and You should carry out regular reviews of the Goods to ensure that this is the case. In exceptional circumstances where our Self Storage Open Cover insurance provider is not able to offer insurance cover in relation to the goods that You wish to store with Us, We may waive this condition provided that You supply Us (upon request at any time throughout the duration of this agreement) with evidence of adequate alternative insurance cover being in place. Such a request

does not indicate that Your cover is valid nor that it has been approved by Us.

21.3. If loss or damage occurs to the Goods as a result of any matter which may result in a claim under Our insurance cover, after receipt from You of a written direction to notify a claim, We will promptly notify the insurer of the claim. For the purposes of processing any such claim You shall provide Us, Our insurer or any agent of Our insurer appointed to investigate such claim with such information and evidence as may reasonably be required in relation to the claim.

21.4. We shall pay or arrange for payment to You that part of any proceeds of any claim made by Us which relates to damage or loss to the Goods after deduction of any outstanding sums due to Us from You. In the event that we make a claim under Our insurance cover in respect of loss or damage to the Goods, You acknowledge that Our liability to make any payments to You in relation to any such claim is restricted to payment to You of those sums that We recover from the insurer under Our insurance policy in relation to the Goods.

21.5. Whilst we will, in accordance with Condition 21.3, notify claims to Our insurer, We are not under any circumstances obliged to start or threaten to start any legal proceedings in relation to any such claim.

21.6. We do not give any advice concerning the insurance cover provided by Our insurance policy. It is for You to make Your own judgement whether the cover is appropriate for Your needs or whether You would like to take out additional insurance cover for the Goods.

21.7. Nothing in this Condition 21 shall make or be deemed to make Us Your agent.

21.8. You must apply for insurance cover by completing a separate application form.

21.9. We exclude all liability in respect of loss or damage relating to the Goods, if any, including indirect 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 which We consider to be the normal excess on a standard household insurance policy whether or not that policy would cover the Goods.

21.10. Normal Perils in this Condition mean loss of or damage to Goods caused by fire, lightning, explosion, earthquake, aircraft, storm, flood, escape of water, theft accompanied by forcible and violent entry or exit, moth, insect or vermin damage caused by an external source, riot, strike, civil commotion, malicious damage, and impact by vehicles.

21.11. 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 full replacement value of the Goods as specified by You on this Licence.

21.12. You warrant that:

21.12.1. You have stated in the Customer Licence the true full replacement value of all the Goods;

21.12.2. the aggregate value of the Goods stored in the Room from time to time will not exceed that value; and

21.12.3. this warranty is repeated by You to Us at each Due Date.

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 or for any matter which cannot be excluded by law.

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 room users or licensees or persons at the Store which arise out of the use of the Room or the Store by You or any of Your servants, agents or invitees or arise out of the breach of this Licence 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 Licence to maintain the safety or security of the Goods, the Room or the Store 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 Licence for any delay or failure in performance of this Licence, 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 access of any Room including the Room or the Store by, or arrest or seizure or confiscation of Goods by competent authorities.

25. This Licence may be terminated by You or Us in accordance with Condition 26.

26. Either You or We may terminate this Licence:

26.1. by giving not less than fourteen 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 Licence 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 Licence 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 Licence Fees and other charges due to Us under this Licence. The Termination Date shall be the date the notice is effectively served on You in accordance with Condition 38.

We may treat Goods remaining in the Room after the Termination Date as abandoned and may dispose of them

in accordance with Conditions 18.6 and 18.8.

28. Where this Licence has terminated and You have paid more of Our Licence 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 Room 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 Licence 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 Licence 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. We may, at any time, unilaterally vary any of the terms of this Licence provided that such variation is in writing and signed by one of Our Directors. None of Our other employees or agents has any authority to vary this Licence on Our behalf whether orally or in writing or to make any representation of fact that is or may be inconsistent with the terms of this Licence.

33. You may not assign any of Your rights under this Licence or part with possession of the Room 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 the intent of this Licence to confer any rights on any third parties by virtue of this Licence and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Licence.

35. This Licence shall be governed by English law and You and We submit to the exclusive jurisdiction of the English courts.

36. This Licence shall not create a tenancy or lease or the relationship of landlord and tenant between You and Us or constitute Us as bailees of Goods.

37. Where You are two or more persons Your obligations under this Licence shall be obligations of each of You separately.

38. Any notice given by Us to You under this Licence must be in writing and may be served by e-mail, by personal delivery to the person notified or its address, or by prepaid

post. Your address for service of notices shall be Your e-mail and/or postal address written on the Customer Licence or any other address in England, Scotland or Wales 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 (including e-mail address) of whom We have been previously notified by You. Any notice given by You to Us must be in writing and maybe served by personal delivery or by pre-paid post. Our address for service of notices shall be Our address set out on the Customer Licence. A notice will be served at the time of personal delivery or forty eight hours after it has been placed in the post, or at the time the email was sent by Us (in respect of any e-mail notices sent by Us to You).

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 Licence.

39. We process the information given by You in the Customer Licence, including Your personal data, ("Your Data") in accordance with the Data Protection Act 1998.

39.1 Your Data will be used for the purposes of this Licence, processing payments, communicating with you, and generally maintaining Your account with Us.

39.2 We will release Your Data and other account details at any time if We consider in Our sole discretion that such release is appropriate to comply with the law, to enforce this Licence, for fraud protection and credit risk reduction, or to protect the safety of any person at the Store, or the security of the Room or its contents, or other rooms at the Store or their contents will be put at risk.

39.3 In the event that We sell or buy any business or assets, We may disclose Your Data and account details to the prospective seller or buyer of such business or assets or if We or substantially all of Our assets are acquired by a third party, Your Data and account details will be one of the transferred assets.

39.4 You consent to Our use of Your Data for Our marketing and other like or related purposes, including to provide you with information, products or services that You request from Us or which We feel may interest you. We may also use Your Data, or permit selected third parties to use Your Data, to provide You with information about goods and services which may be of interest to You and We or they may contact You about these. Your choice with regard to the relevant use of your data is indicated in the Customer Licence.

40. Before taking any court proceedings for anything arising out of this Licence (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 Solution 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.

41.2 You warrant to Us as follows:

41.2.1 all taxes and duties have been paid on the Goods and You shall reimburse Us against all duties and taxes that We may be required to pay in respect of the Goods;

41.2.2 that You will be liable for any breach of Customs' regulations relating to the Goods and You undertake to indemnify Us and keep Us indemnified against all actions, proceedings, costs, claims and demands arising out of any breach, non-observance or non-performance of the same; and

41.2.3 that You have complied with Condition 19.

41.3 You must not open any bottles or containers and/or consume any wine or alcoholic beverages within the Store, unless approved by us on each occasion in advance.