

## Container Storage

### Definitions:

**Agreement** – these terms and conditions and the information set out on the cover sheet

**Deposit** – the amount specified on the cover sheet

**End Date** – the date of termination of this Agreement in accordance with condition 26

**Site** – the premises on which the Unit is situated

**Start Date** – the date specified on the cover sheet

**Unit** – the storage unit specified on the cover sheet

**We, Us, Our** – the storage provider named on the cover sheet

**You, Your** – the customer named on the cover sheet

1. So long as Our Fees are paid up to date, We license You but no other person:-
  - 1.1. to use the Unit for the storage of Goods in the Unit in accordance with this Agreement from the Start Date until the End Date; and
  - 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 Unit for damage or 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 on Site, but We reserve the right to change Access Hours to other reasonable access times at any time without giving any prior notice.
2. Only You and persons authorised in writing or accompanied by You 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 on the Site. 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 person (including You) who is unable to provide satisfactory proof of identity. We may refuse You or Your agents access at any time if We consider in Our sole discretion that the safety of any person on the Site, or the security of the Unit or its contents, or other units or their contents, will be put at risk. "Please advise us immediately if your address and/or contact numbers or those of those people you have authorized (Condition 2) change."
3. You must park with consideration for other people's safety and access at all times.
4. **4.1** Any dogs must be on a lead and kept under control by You or your Agent.

**4.2** For the avoidance of doubt if You are seen to be allowing their dog to foul the Site without cleaning it up will be asked to leave and their contact terminated immediately for breach of contract.

5. Any children accompanying You or your Agent must be kept under control and accompanied by a responsible adult over the age of 18.
6. You will permit Us and Our agents and contractors to enter the Unit in the following circumstances and if necessary We may break the lock to gain entry or use our master key to access the Unit:-
  - 6.1. if We give You not less than seven days' notice so that We may inspect the Unit or carry out repairs, maintenance and alterations to it or any other unit or part of the Site;
  - 6.2. at any time without notifying You:-
    - 6.2.1. if We reasonably believe that the Unit contains any items described in Condition 9 or is being used in breach of Condition 9;
    - 6.2.2. if We are required to do so by the Police, Fire Services, Trading Standards, HM Revenue & Customs, Local Authority or any other government or statutory authority or by a Court Order;
    - 6.2.3. to prevent injury or damage to persons or property; or
    - 6.2.4. for the purpose of ascertaining whether the Unit contains any items described in Condition 9 or if We reasonably consider that such entry is necessary to ascertain whether action needs to be taken to prevent injury or damage to persons or property.
7. You confirm and warrant to Us 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 an interest in them has given You irrevocable authority to store the 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. If this is not true You will be liable for and will pay to Us in full the amount of any costs, expenses, loss or damage which We incur or which We suffer as a result of claims made against Us including but not limited to any reasonably incurred legal fees and any costs or claims arising from any step or action taken by any person who owns or has an interest in the Goods.
8. We may 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 on the Site, 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.
9. You must not store (and You must not allow any other person to store) any of the following in the Unit:-
  - 9.1. food or perishable goods unless securely packed so that they are protected from and do not attract vermin;
  - 9.2. birds, fish, animals or any other living creatures;
  - 9.3. combustible or flammable materials or liquids such as gas, paint, petrol, oil or cleaning

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- solvents;
- 9.4.** firearms, explosives, weapons or ammunition;
- 9.5.** chemicals, radioactive materials, biological agents;
- 9.6.** toxic waste, asbestos or other materials of a potentially dangerous nature;
- 9.7.** any item which emits any fumes, smell or odour;
- 9.8.** any illegal substances, illegal items or goods illegally obtained, including counterfeit goods, illicit (smuggled/counterfeit) tobacco, illicit alcohol, unlicensed medicines, unsafe goods (including toys, electrical items, cosmetics, fireworks);
- 9.9.** compressed gases.
- 10.** You must not (and You must not allow any other person to):-
- 10.1** use the Unit or do anything on the Site or in the Unit which may be a nuisance to Us or the users of any other unit or any person on the Site;
- 10.2** do anything on the Site or in the Unit which may invalidate any of Our insurance policies or those of other unit users or increase the premiums payable on them;
- 10.3.** 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 receiving or sending mail;
- 10.4** spray paint or do any mechanical work of any kind in the Unit;
- 10.5** attach anything to the internal or external surfaces of the Unit or make any alteration to the Unit;
- 10.6** 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 Unit;
- 10.7** 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 on 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;
- 10.8** leave anything in or cause any obstruction or undue hindrance in any passageway, stairway, service area or other part of the Site and You must at all times exercise courtesy to others and reasonable care for Your own safety and that of others in using these areas.
- 10.9** leave any waste or refuse that is created by storing the Goods. You will be charged the reasonable costs of disposing of such waste or refuse if You fail to comply with this term; or
- 10.10** connect or provide any utilities or services to the Unit
- 11.** You must (and You shall ensure that anyone authorised by You to use or access the Unit must):-
- 11.1.** inform Us of any damage or defect to the Unit immediately You become aware of it;
- 11.2.** pay for the reasonable cost of repairs to or cleaning of or making good the Unit or the Site as a result of any damage caused by You
- or anyone authorised by You to access and use the Unit, including but not limited to Your removal, haulage or delivery contractors; and
- 11.3.** submit to Us an inventory of the Goods if We shall request one.
- 11.4** inform Us immediately of any change of address or personal details for You or your Agents.
- 12.** This Agreement shall not confer on You any right to exclusive possession of the Unit.
- 13.** You must pay Us Our Fees for the minimum period of storage on signature of this Agreement and for each successive period You must pay Our Fees on the Due Date. All sums payable to Us under the Agreement will become due immediately upon termination of the Agreement in accordance with Condition 26.
- 14.** If You do not pay Our Fees on the Due Date, You must pay Us an administrative charge for late payment which is the larger of 10 per cent of Our Fees or £10.
- 15.** We will not accept that payment has been made until We have received cleared funds. In the event that any cheque or direct debit is dishonoured, We may charge You an administrative charge of £15.
- 16.** Additionally, if You do not pay on time, You must pay Us interest on all amounts overdue for payment from You 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, and whether or not We exercise the right of sale under this Agreement.
- 17.** You must pay Us the Deposit on Your signature of this Agreement.
- 17.1** 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 Conditions 9 and 10;
- 17.1.2** any of Our Fees which have not been paid or any unpaid removal or other charges; or
- 18.** We reserve the right to deduct or withhold from the Deposit an amount equal to the costs of repairs to or cleaning of the Unit or the Site which We consider is required as a direct or indirect result of the storage of the Goods within the Unit or Your breach of this Agreement, in order to bring the Unit and the Site up to substantially the same standard and condition as it was in at the Start Date.
- 19.** In the event of non-payment We reserve the right to sell the Goods as if We were the owners and You acknowledge that We will pass all rights of ownership in the Goods to the buyer. We will use the proceeds of sale to pay first the costs incurred by Us in the sale and removal, and second to pay Your Debt. We will hold any

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- balance for You. Interest will not accrue to You on the balance.
- 19.1** 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. We may take action to recover the outstanding amounts including any legal and administration costs that are incurred.
- 19.2** Before We sell the Goods, We will give You notice in writing at Your address on the cover sheet or any updated address given in accordance with clause 11.4
- 19.3** We will sell the Goods for the best price reasonably available in the open market, taking into account the costs of sale.
- 19.4.** 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.
- 20.** We recommend using a moisture trap in your container to prevent condensation in cold weather.
- 21.** You are solely responsible for insuring the goods within your container. We accept no liability for any damage or otherwise to any of the goods stored.
- 22.** 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.
- 26.** Either You or We may terminate this Agreement:-
- 26.1.** by giving to the other written notice of not less than one calendar month, the End Date
- 26.2.** If You commit a breach of this Agreement and, if the breach can be put right You do not put it right within 14 days of Us notifying You of the breach, then We may immediately terminate this Agreement by notice in writing to You.
- 27.** Immediately on the End 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 on the Site. If You do not make 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 Unit after the End Date as abandoned and may dispose of them in accordance with Condition 19.4. You will also be responsible for the removal of any rubbish You create during this Agreement or following the End Date and We do not provide waste bins for Your use. If You leave rubbish on the Site or use Our bins a charge will be applied to Your account for the costs of its removal.
- 28.** If You do not comply with any notice You give Us by removing all Goods from the Unit on the End Date then You will have to give notice again and We shall be entitled to be paid Our Fees for the period to the new End Date. All notices sent by either party shall be to the addresses on the front of this Agreement.
- 29.** Termination will not affect either Your or Our outstanding rights or duties, including Our right to recover from You any money You owe Us under this Agreement.
- 30.** 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.
- 31.** You agree to examine the Goods carefully at the time You remove 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.
- 32.** If We decide not to exercise or enforce any right that We have against You at a particular time, then this does not prevent Us from later deciding to exercise or enforce that right unless We tell You in writing that We have waived or given up Our ability to do so.
- 33.** If any court or competent authority decides that any of the provisions in this Agreement are invalid, unlawful or unenforceable to any extent, the provision will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.
- 34.** We consider this Agreement sets out the whole agreement between You and Us in relation to the grant to You by Us of a licence to use and access the Unit.
- 35.** We may, at any time, modify any of the terms of this Agreement and to change or impose new or additional terms and conditions as long as such modifications and/or additional terms and conditions are notified to You in writing and signed by one of Our directors.
- 36.1** This Agreement is personal to You. You may not assign or transfer any of Your rights under this Agreement or part with possession of the Unit or Goods whilst they are on the Site to any other person, firm or company.
- 36.2** In the case of death the goods will be the responsibility of the personal representatives and we will require a copy of the Grant of Probate before title to the goods can pass and the

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contract terminated. We will invoice the estate for any unpaid fees.

**36.3** In the case of loss of capacity the goods will be handed to the Attorney on the production of a valid power of Attorney and the contract terminated. We will invoice you for any unpaid fees.

- 37.** You agree that it is not intended that anyone other than You and Us will have any rights under this Agreement and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.
- 38.** This Agreement shall be governed by English law and any dispute or claim that either You or We bring will be decided on the basis of the laws of England and Wales by the Courts of England and Wales unless You request that Your local United Kingdom law or jurisdiction should apply (in which case that other relevant United Kingdom law and/or jurisdiction shall apply).
- 39.** This Agreement shall not create a lease or tenancy or constitute Us as bailees of Goods.
- 40.** Where You are two or more persons Your obligations under this Agreement shall be joint and several.