

# STORAGE AGREEMENT

## GENERAL TERMS

### 1. THESE GENERAL TERMS

- 1.1 **What these General Terms cover.** These are the terms and conditions on which we supply services to you.
- 1.2 **Why you should read them.** Please read these General Terms carefully before you submit your order to us. These General Terms tell you who we are, how we will provide Services to you, how you and we may change or end the Agreement, what to do if there is a problem and other important information. If you think that there is a mistake in these General Terms, please contact us to discuss.

### 2. DEFINITIONS AND INTERPRETATION

- 2.1 In these General Terms, the following words shall have the following meanings:

<b>Agent</b>	a person authorised by you to have access to the Goods and the Specified Space.
<b>Agreement</b>	the contract between you and us for the Services consisting of the Signature Page and these General Terms.
<b>Business Day</b>	a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business
<b>Charges</b>	our charges for the provision of the Services from time to time including, but not limited to any Storage Charges, Reservation Fee, Insurance Charges and any other fees or charges as may be agreed from time to time.
<b>Commencement Date</b>	the date set out in the Signature Page, or if not expressly set out therein, the date of last signature of the Signature Page.
<b>Due Date</b>	the first day of any Storage Period, or the previous Business Day if such day is not a Business Day.
<b>Fixed Storage Period</b>	the fixed storage period as set out in the Signature Page (if any).
<b>General Terms</b>	these general terms and conditions.
<b>Goods</b>	the goods or items in respect of which we are providing the Services.
<b>Initial Storage Period</b>	the initial minimum storage period as set out in the Signature Page, or if no period is expressly stated in the Signature Page then a period of 28 days or such period as may be defined by way of an introductory offer or discount, in each case commencing on the Commencement Date
<b>Insurance Charge</b>	the premium payable by you in respect of an Insurance Policy which is to be collected by us as agent for the relevant insurer as set out in the Signature Page or as otherwise notified by us to you from time to time.
<b>Insurance Option</b>	the provision of insurance arranged by us and subject to the Terms and Conditions of the Insurance option.
<b>Insurance Policy</b>	an insurance policy against Normal Perils arranged by us on your behalf under clause 13.2.
<b>IPT</b>	Insurance premium tax.
<b>Normal Business Hours</b>	the hours we permit access to the Site as may be displayed from time to time at the Site.
<b>Normal Perils</b>	loss or damage to goods caused by fire, lightning, explosion, earthquake, aircraft, storm, flood, bursting &/or leaking pipes, theft accompanied by forcible and violent entry or exit, riot, strike, civil commotion, malicious damage, and impact by vehicles.
<b>Renewal Storage Period</b>	a period of 28 days.
<b>Reservation Fee</b>	the fee payable by you to reserve the provision of Services as set out in the Signature Page.
<b>Security Deposit</b>	the security deposit (if any) payable by you to us as set out in the Signature Page.
<b>Services</b>	the secure storage and other ancillary services to be provided by us to you as set out in the Signature Page.
<b>Signature Page</b>	your order for the provision of the Services and signed by both you and us.
<b>Site</b>	our secure storage facility.
<b>Site Policies</b>	our policies, rules and regulations in respect of the Site from time to time as notified to you in writing, displayed or otherwise made available at the Site and including but not limited to any security policy, health and safety policy and prohibited goods policy.

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<b>Specified Space</b>	the secure storage space in which the Goods are to be stored in accordance with the Agreement.
<b>Storage Charge</b>	the charges payable by you for the storage of the Goods as set out in the Signature Page or as may otherwise be varied in accordance with the Agreement.
<b>Storage Period</b>	the Initial Storage Period or a Renewal Storage Period (as the case may be).
<b>Term</b>	the term of the Agreement, being the Fixed Storage Period or the Initial Storage Period and any Renewal Period (as the case may be).
<b>Terms and Conditions of the Insurance Option</b>	our standard terms from time to time for the provision of the Insurance Option, a copy of which, if applicable, are appended to the Signature Page.
<b>Total True Value of the Goods</b>	the full replacement value of the Goods as set out in the Signature Page or as notified by you to us from time to time in accordance with the Agreement.

### 3. INFORMATION ABOUT US AND HOW TO CONTACT US

- 3.1 **Who we are.** We are SureStore Storage Ltd a company registered in England and Wales. Our company registration number is 9394363 and our registered office is at 41 Craven Road, Altrincham, WA14 5HJ. Our registered VAT number is 255924972.
- 3.2 **How to contact us.** You can contact us by writing to us at enquiries@surestore.co.uk or 41 Craven Road, Altrincham, WA14 5HJ.
- 3.3 **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your Signature Page.
- 3.4 **"Writing" includes emails.** When we use the words "writing" or "written" in these General Terms, this includes emails.

### 4. YOUR RIGHT TO MAKE CHANGES

If you wish to make a change to the Services please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to our Charges for the Services, their timing or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

### 5. OUR RIGHTS TO MAKE CHANGES

- 5.1 **Minor changes to the Services.** We may change the Services:
- (a) to reflect changes in relevant laws and regulatory requirements; and
  - (b) to implement minor technical adjustments and improvements, for example to address a security threat. These changes will not affect your use of the Services.
- 5.2 **More significant changes to the Services, these General Terms or the Terms and Conditions of the Insurance Option.** In addition, we may make changes to the Services, these General Terms or the Terms and Conditions of the Insurance Option from time to time, but if we do so we will notify you and you may then contact us to end the Agreement before the changes take effect in accordance with clause 18.3.

### 6. PROVIDING THE SERVICES.

- 6.1 **The Services.** Subject to payment of the Charges and the terms and conditions of the Agreement, we will provide the Services to you for the Term including:
- (a) the storage of the Goods;
  - (b) access to the Site during Normal Business Hours for the purpose of depositing, inspecting or removal of Goods.
- 6.2 **We are a bailee of the Goods.** In providing the Services we are acting as bailee of the Goods. This means that we are under a duty of care to:
- (a) take reasonable care of the Goods;
  - (b) provide the Services as set out in the Agreement;
  - (c) permit you to collect the Goods in accordance with the terms of the Agreement.
- 6.3 **Events outside of our control.** We may need to suspend the provision of the Services where events outside of our control prevent us from being able to provide the Services in accordance with the Agreement. If this is the case we will notify you as soon as reasonably possible. If any such suspension lasts, or is anticipated to last, more than 7 days, then you may terminate the Agreement upon written notice to us.

### 7. AGENTS

- 7.1 **Appointment of Agents.** You may, from time to time, appoint Agents by written notice to ourselves who you authorise us to grant access to your Goods, or accompany you whilst you are on the Site.

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7.2 **Responsibility for Agents.** You are responsible at all times for the acts and omissions of your Agents, whether to us or other users or occupiers of the Site.

7.3 **Removal of Agents.** You may withdraw authorisation of an Agent at any time in writing.

### 8. GOODS

8.1 **Your ownership of the Goods.** You confirm that throughout the Term, the Goods are your own property or that of the person who owns or has an interest in them has given you irrevocable authority to store the Goods subject to this Agreement and that you act as a duly authorised agent of any such persons.

8.2 **Your liability if you do not own the Goods or are not authorised to store them.** If your confirmation is or becomes untrue, you shall reimburse us on demand an amount equal to any costs, expenses, loss or damage suffered by us as a result of your confirmation regarding the true ownership of the Goods being or becoming untrue (and which shall include any costs, expenses, loss and/or damage arising from any claim, step or action taken by any person who owns or has an interest in the Goods or claims to do so).

8.3 **The value of the Goods.** You must state in the Signature Page the True Total Value of the Goods and you agree that you will not permit the aggregate value of the Goods to exceed that amount without written agreement from us. This promise is deemed to be repeated at the start of each Storage Period.

8.4 **Inventory of the Goods.** You must provide an inventory of all Goods upon their deposit with us, or within 2 days of receipt of a request from us.

8.5 **Restrictions on the types of Goods to be stored.** We do not provide the Services in respect of, and you are not permitted to deposit at the Site, any of the following:

- (a) food or perishable goods unless securely packed so that they are protected from and do not attract vermin;
- (b) birds, fish, animals or any other living creatures;
- (c) combustible or flammable materials or liquids such as gas, paint, petrol, oil or cleaning solvents;
- (d) firearms, explosives, weapons or ammunition;
- (e) chemicals, radioactive materials, biological agents;
- (f) toxic waste, asbestos or other materials of a potentially dangerous nature;
- (g) any item which does or could emit any fumes, smell or odour;
- (h) any illegal substances, illegal items or goods illegally obtained;
- (i) compressed gasses; or
- (j) any bullion, coin, precious stones, jewellery, antiques or fine art unless specifically agreed with us in writing, in advance of storing such goods.

8.6 **Changes to prohibited Goods.** We may change the list of prohibited Goods from time to time upon, save in the case of emergency, not less than seven days written notice to you.

8.7 **If we require removal of Goods.** We reserve the right to refuse to permit you to store any Goods or require you to collect any Goods if in our reasonable opinion the safety of any person on the Site, or the security of the Site or its contents would be put at risk by the storage or continued storage of any such Goods.

8.8 **When you remove Goods.** You agree to examine the Goods carefully upon removing and you must tell us and your insurers about any loss or damage to the Goods as soon as is reasonably possible after doing so, and in the case of apparent or obvious loss or damage within 7 days. Any delay in reporting losses or damages to Goods to us could make it more difficult for you or us to deal with your claim.

### 9. SECURITY AND HEALTH AND SAFETY PROVISIONS

9.1 **Proof of identity.** On signing this agreement you must provide us with satisfactory proof of identity, and on appointment of any Agent you must provide us with satisfactory proof of identity for such Agent, and we shall be entitled to take a copy of such proof and retain it on our files subject to the provisions of clause 20.

9.2 **Identity checks.** We may request proof of identity from you, your Agents or any other person at any time (although we are under no obligation to do so) and may refuse access to the Site, the Specified Space and/or the Goods if satisfactory proof of identity cannot be provided.

9.3 **Security Policy.** You and your Agents will comply with our Security Policy at all times.

9.4 **Health and Safety Policy.** You and your Agents will comply with our Health and Safety Policy at all times.

9.5 **Right to refuse entry.** We reserve the right to refuse entry to any part of the Site if in our reasonable opinion the security of the Site or the safety of any person on the Site is at risk.

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- 9.6 **Locks.** We will supply you, at your cost, with a secure lock for the Specified Space and we will retain a key for such lock. You are not permitted to replace such lock without our consent, and must provide us with a key at all times.
- 9.7 **Responsibility for locking the Specified Space.** You must ensure that the Specified Space is locked so as to be secure from unauthorised entry at all times when you or your Agents are not in the Specified Space. We will not be responsible for locking any unlocked Specified Space.
- 9.8 **Keys.** You should not leave your key with or permit access to the Specified Space to any person other than your Agent. You are responsible at all times for the safe custody of all keys save for the key deposited with us.
- 9.9 **Our key.** We shall hold the key for you in a safe location and shall only release the key to you: (a) in person at the Site against proof of identity or (b) by post in accordance with clause 21.1. We will not release the key to any person other than you unless we are obliged to do so by law, by the Police, Fire Services, Trading Standards, HM Revenue & Customs, any other competent authority or by a Court Order. We will be under no obligation to release our key to your Agents.
- 9.10 **Our right to remove locks.** Where we do not hold a key to any lock placed on the Specified Space, we may break such lock at any time should we require access to the Specified Space for any reason.

### 10. THE SPECIFIED SPACE

- 10.1 **No tenancy or exclusive possession of the Specified Space.** The Agreement shall not form a tenancy of, and shall not confer on you any right to exclusive possession or occupation of, the Specified Space.
- 10.2 **Suitability of the Services, the Site and the Specified Space.** Because the nature and type of Goods being stored by you from time to time is at your discretion (subject to clause 8.4), you must ensure that the Services, the Site, and any Specified Space are suitable for the storage of the Goods that you store or intend to store with us. We do not guarantee or represent in any way that the Services provide a suitable place or means of storage for any particular Goods. We strongly advise you to inspect the Site and the Specified Space before storing Goods and from time to time throughout the Term.
- 10.3 **Our rights to access the Goods and the Specified Space.** We, together with our agents and contractors, may enter the Specified Space at any time for any purpose, including (but not limited to):
- to follow any instructions agreed with you such as to place deliveries of new Goods for you inside the Specified Space;
  - to inspect the Specified Space and/or the Goods to ensure compliance with the terms of the Agreement;
  - we are required to do so by the Police, Fire Services, Trading Standards, HM Revenue & Customs, any other competent authority or by a Court Order;
  - we reasonably believe it to be necessary in an emergency; and
  - to prevent injury or damage to persons or property, which shall include entry to ascertain whether any action needs to be taken to prevent injury or damage.

### 11. CHANGING SPECIFIED SPACES

- 11.1 **Our right to change your Specified Space.** We may at any time change the Specified Space to another space at the Site (or, in extreme cases, where it is not reasonably possible or practicable to identify another suitable space at the Site, to the nearest available site) which shall be of a comparable size to the current Specified Space. Where reasonably practicable we will give you seven days' prior notice of any such change of Specified Space. The Agreement shall continue in full force and effect and the Storage Charges shall remain payable at the same rate as prior to the change. You are responsible for verifying the suitability of the new Specified Space in accordance with clause 10.2.
- 11.2 **Who is responsible for moving the Goods.** Where we have notified you of our intention to change the Specified Space, we will be responsible for the costs of moving the Goods. You may provide us with a statement of the anticipated costs, which you will incur in removing the Goods, in advance of doing so, and provided that in our opinion these are reasonable, we will either pay these costs, on your behalf, directly to such third party as you may instruct to move the Goods to the other space or at your option, we will pay you an amount equal to such costs.
- 11.3 **If we are moving the Goods to the new Specified Space.** If we are moving the Goods (whether because you have failed to move the Goods when required to do so, or have not required that you or your Agents move the Goods) then we will move the Goods at our own cost. We will not be liable to you for any loss or damage to the Goods, unless we have wilfully or negligently caused such loss or damage.

### 12. YOUR OBLIGATIONS

- 12.1 **Things you must do.** You must (and you must procure that Your Agents will):
- use reasonable care when on the Site and take all reasonable care in respect of the Site and our property or that of any other customers or other persons on the Site;
  - inform us immediately of any damage or defect to any part of the Site;

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- (c) act in a socially responsible manner and observe all reasonable rules and regulations regarding your conduct at the Site, the safety and security of the Specified Space and Site, including any notices issued by us and/or posted at prominent locations on the Site from time to time or to which you may be directed while on Site by any of our employees, agents or contractors; and
- (d) ensure that all appliances are appropriately drained down, emptied or defrosted as applicable.

12.2 **Things you must not do.** You must not (and you will procure that any other person or your Agents will not):

- (a) use the Specified Space or do anything on the Site or in the Specified Space which may be a nuisance to us or the users or occupiers of the Site;
- (b) use the Specified Space as offices or living accommodation or as a home or business address and not use the address of the Site or the Specified Space for receiving or sending mail except where agreed otherwise in writing by us;
- (c) spray paint or do any mechanical work of any kind in the Specified Space;
- (d) attach anything to the internal or external surfaces of the Specified Space or make any alteration to the Specified Space;
- (e) connect any electrical appliances to any power supply in the Specified Space or on the Site generally unless the appliance has first been tested in accordance with current legislation and a valid copy of the certificate is provided to the Site manager;
- (f) allow any liquid, substance, smell or odour to escape from the Specified Space or any noise to be audible or vibration to be felt outside the Specified Space;
- (g) cause any damage to the Specified Space or any other part of the Site or its facilities or to any property (whether our property or that of any other person);
- (h) 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;
- (i) connect or provide any utilities or services to the Specified Space unless authorised in advance in writing by us.

12.3 **Your general liability to us.** You will reimburse us for an amount equal to all claims, demands, liabilities, damages, costs and expenses incurred by us or by any of our servants, or agents or which we have incurred towards other users or persons on the Site as a result of any improper or unauthorised use of the Specified Space or the Site by you or any of your servants, Agents or invitees or which arise out of your negligence, or the negligence of your servants, Agents or invitees, or the breach of this Agreement by you.

### 13. RISK AND INSURANCE

13.1 **Risk.** The Goods shall at all times be your sole risk, and must be covered by a suitable insurance policy.

13.2 **Where you have taken the Insurance Option.** Where we have arranged for insurance of the Goods then the following provisions shall apply:

- (a) the Terms and Conditions of the Insurance Option shall apply;
- (b) you agree that cover under the Insurance Policy is conditional upon you paying us the Insurance Charge on the Due Date;
- (c) you acknowledge that the replacement value of the Goods shall be the Total True Value of the Goods;
- (d) we do not give, and have not given, any advice concerning the Insurance Policy and it is for you to make Your own judgement whether such insurance is appropriate to cover the Goods and risks to them. However, you are required to insure the Goods for the higher of:
  - (i) the Total True Value of the Goods; or
  - (ii) the minimum insurance sum for the Specified Space, as notified by us to you;
- (e) if loss or damage occurs to the Goods as a result of any matter which may result in a claim under such insurance cover, notice of claims shall be made by you to us immediately upon discovery of loss or damage and in any event within 7 days of removal of the Goods from the Site;
- (f) you authorise us to discuss all matters relating to the claim with the insurers and for them to give us any information that we reasonably require;
- (g) the insurers, upon receipt of notification by us, shall have the right but not the duty to appoint loss adjusters and to inspect our and your records and the Goods;
- (h) you shall in the event of an incident likely to give rise to a claim give immediate notice to police in respect of:
  - (i) loss or damage by theft or attempt thereof;

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- (ii) loss of money by any cause whatsoever;
- (iii) loss or damage by malicious persons.
- (i) in respect of loss or damage to property, you must supply the insurers with proof that such loss or damage has taken place and provide documentary evidence to support the amount being claimed.

13.3 **We are not your agent.** Nothing in clause 13.2 shall make us your agent in respect of the Insurance Policy.

13.4 **Where you are organising insurance.** If you have not taken the Insurance Option the following provisions shall apply:

- (a) prior to bringing the Goods onto the Site you warrant and represent that you have insured the Goods against all 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 on the Site; and
- (b) that the insurance cover will be for a sum which is the higher of;
  - (i) the Total True Value of the Goods; or
  - (ii) the minimum insurance sum for the Specified Space, as notified by us to you;
- (c) prior to bringing the Goods onto the Site You will provide written evidence to our reasonable satisfaction of your compliance with this clause 13.4; and
- (d) should your insurance expire or become invalidated we may at our discretion arrange to insure the Goods at your expense, and otherwise in accordance with clause 13.2, until such time as you provide written evidence to our reasonable satisfaction of your compliance with this clause 13.4.

### 14. OUR CHARGES

14.1 **Our Charges.** Our Charges shall be as set out in the Signature Page, subject to change in accordance with clause 14.2.

14.2 **Changes to our Charges.** We may alter the Charges from time to time upon giving you at least four weeks' written notice. The change in Charges will then take effect in respect of the next Renewal Storage Period.

14.3 **When you must pay us.** You must pay us:

- (a) the Reservation Fee on reservation of your Specified Space;
- (b) where we have requested you to pay a Security Deposit to us, the Security Deposit on the Commencement Date (or such other time as may be agreed);
- (c) the Storage Charge for the Initial Storage Period on the Commencement Date;
- (d) the Storage Charge for any Renewal Storage Period in advance on the Due Date;
- (e) in relation to any agreed Fixed Storage Period the total Storage Charges for that period, on the Commencement Date; and
- (f) where you have requested to take out an Insurance Policy through us, the Insurance Charge to us on the Commencement Date and then in advance on each Due Date.

14.4 **VAT and IPT.** Our Charges are exclusive of VAT and IPT (where applicable). If the rate of VAT or IPT changes between the Due Date and the date we provide the Services, we will adjust the rate of VAT and/or IPT that you pay, unless you have already paid for the Services in full before the change in the rate of VAT and/or IPT takes effect.

14.5 **What to do if you think an invoice is wrong.** If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

14.6 **How you must pay.** All Charges are payable by recurring credit or debit card payment or by direct debit unless otherwise agreed in writing.

14.7 **Reservation Fee.** Any Reservation Fee paid by you will be credited against our Charges.

14.8 **Our right of set off.** We may set off any Charges or other amounts owing to us from you against any sums payable by us to you (including, for the avoidance of doubt, any Security Deposit).

### 15. LATE/NON-PAYMENT AND OUR RIGHTS TO DISPOSE OF YOUR GOODS

15.1 **What happens if you pay late.** The time of payment of all amounts owing to us is of the essence of the Agreement and if you fail to pay any sum owing to us we will be entitled to seek the full amount of any outstanding sum together with:

- (a) interest on these sums calculated at the rate of 4% 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 (whether before or after judgement);
- (b) the following administrative charges:

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- (i) £25 plus VAT in respect of any dishonoured payment;
- (ii) £10 plus VAT or 10% of the outstanding amount (whichever is larger) if payment has not been made by 6pm on the 5<sup>th</sup> day following the Due Date;
- (iii) £25 plus VAT if payment has not been made by 6pm on the 12<sup>th</sup> day following the Due Date;
- (iv) £50 plus VAT if payment has not been made by 6pm on the 19<sup>th</sup> day following the Due Date;
- (v) £5 plus VAT if payment has not been made by 6pm on the 27<sup>th</sup> day following the Due Date; and
- (vi) £80 plus VAT if payment has not been made by 6pm on the 34<sup>th</sup> day following the Due Date.

- 15.2 **We retain the right to terminate the Agreement.** Nothing in clause 15.1 shall affect our right to terminate the Agreement under clause 18.4(a).
- 15.3 **Promotional periods will end.** If you are paying a promotional rate and you fail to make payment of any amount by 6pm on the 5<sup>th</sup> day following the relevant Due Date then the promotional rate will cease and revert to our then standard Charges.
- 15.4 **Our right to refuse access and sell Goods to recover payment of Charges.** If you fail to make payment of any outstanding sum by the Due Date then we will be entitled to:
- (a) refuse you and your Agents the right to access the Site;
  - (b) refuse you access to the Goods; and
  - (c) sell the Goods in accordance with clause 16,

### 16. OUR RIGHT TO SELL GOODS TO RECOVER PAYMENT OF CHARGES

- 16.1 **Before we sell the Goods.** If we choose to exercise our rights under clause 15.4(c) then we will first give you written notice specifying details of the Goods, the amounts outstanding from you to us as at the date of the notice, and our calculations of the amount by which your debt to us is increasing after the date of the notice. If payment in full is not received by 6pm on the 7<sup>th</sup> day following the date of such notice then we will have the irrevocable right to sell the Goods without any requirement to give you further notice.
- 16.2 **How we may sell the Goods.** We will sell the Goods by the best method (in our reasonable opinion) to obtain a selling price reasonable obtainable in the open market, taking into account the cost of sale. We will notify you as soon as reasonably practicable following the sale of the Goods with details as to the amount the Goods were sold for, and the costs of sale (including all reasonable removal and transportation costs).
- 16.3 **How we will apply the proceeds of sale.** We will use the proceeds of the sale of the Goods firstly to pay the costs of the sale of the Goods, and then secondly against the balance of outstanding sums due to us.
- 16.4 **Shortfalls.** You will remain liable for any shortfall and interest shall continue to accrue on any balance owing to us.
- 16.5 **Surplus.** If there is any surplus, then we will hold the balance for you and you must notify us where to send such funds. Interest shall not accrue on any surplus.
- 16.6 **What happens if the Goods do not sell or are unsuitable for sale.** If the Goods cannot be sold or, in our reasonable opinion, are unsuitable for sale, then you authorise us to treat the Goods as abandoned and we may dispose of them as we may reasonably see fit, and at your cost.

### 17. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

- 17.1 **How to tell us about problems.** If you have any questions or complaints about the Services, please contact us. You can contact us by telephoning our customer service team by writing to us at enquiries@surestore.co.uk or 41 Craven Road, Altrincham, WA14 5HJ. Alternatively, please speak to one of our staff at the Site.
- 17.2 **Summary of your legal rights.** See the box below for a summary of your key legal rights in relation to the services. Nothing in these terms will affect your legal rights.

#### Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call 03454 04 05 06.

The Consumer Rights Act 2015 says:

- you can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.
- if you haven't agreed a price beforehand, what you're asked to pay must be reasonable.
- if you haven't agreed a time beforehand, it must be carried out within a reasonable time.

- 17.3 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this Agreement or our failing to use

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reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the Agreement was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

- 17.4 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the services.
- 17.5 **When we are liable for damage to your Goods.** We will make good any damage to your Goods caused by us while performing the Services. However, we are not responsible for the cost of repairing any pre-existing faults or damage to the Goods that we discover while providing the Services.
- 17.6 **We are not liable for business losses.** If you use the Services for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 17.7 **Limits on our liability.** Our overall liability to you is limited to:
- where you are a consumer, £50, which we consider to be the normal excess on a standard household insurance policy; or
  - where you are a business, £250, which we consider to be the normal excess on a standard goods in storage/transit insurance policy; and
  - where you have taken out the Insurance Option, the amount actually recovered by us from our insurers in respect of the Goods.

If you require higher levels on the caps on our liability then please contact us. Any change to such caps may require an increase to our Charges and will not take effect unless agreed in writing with us.

- 17.8 **Circumstances beyond our control.** We will not have any liability under, or be deemed to be in breach of this Agreement for any delay or failure in performance of this Agreement to the extent that such delay or failure arises out of circumstances beyond our reasonable control provided that we take all reasonable steps to mitigate any loss or damage caused by such circumstances. Such circumstances may include (without limitation) 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 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.

### 18. DURATION

- 18.1 **Commencement and duration.** The Agreement shall take effect upon the Effective Date and shall continue, as applicable for the Initial Storage Period or the Fixed Storage Period.
- 18.2 **Renewal.** Save for any Fixed Storage Period, the Agreement will automatically renew for a Renewal Storage Period unless either you or we give the other written notice (as specified on the Signature Page) prior to the end of the relevant Storage Period to terminate the Agreement. Such notice shall not expire prior to the end of the Initial Storage Period.
- 18.3 **Your rights to end the Agreement.** You may end the Agreement at any time by giving us written notice if:
- we commit a material breach of the Agreement and if such breach is capable of remedy, we do not remedy it within 7 days of you requiring us in writing to do so;
  - we cease trading or become insolvent;
  - under clause 6.3 where we need to suspend provision of the Services as a result of circumstances outside of our control, and such suspension lasts, or is anticipated to last, more than 7 days; or
  - we have notified you of changes to the Services, these General Terms or the Terms and Conditions of the Insurance Option under clause 5.2 and you do not wish to continue under such new terms.
- 18.4 **Our rights to end the Agreement.** We may end the Agreement at any time by giving you written notice if:
- you do not pay us any amount outstanding within 14 days of us requesting payment;
  - you commit a material breach of the Agreement and if such breach is capable of remedy, you do not remedy it within 7 days of us requiring you in writing to do so; or
  - you persistently breach the terms of the Agreement; or
  - you become insolvent, bankrupt or enter into any arrangement with creditors.

### 19. WHAT HAPPENS ON TERMINATION.

- 19.1 **Reference Number.** Upon termination or expiry of the Agreement a unique reference number will be issued to you, which you should retain for use in subsequent correspondence.



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- 19.2 **You must removal all Goods.** You must remove all Goods and any other items from the Specified Space and leave the Specified Space in the same condition as it was at the Commencement Date. If you fail to do so:
- (a) you will be liable for our reasonable costs of cleaning or repairing the Specified Space and/or disposing of any Goods or other items should this be necessary; and
  - (b) any Goods or other items remaining following termination of the Agreement will be treated as abandoned and we may dispose of them as we see fit with no liability to you.
- 19.3 **You must let us know that the Goods have been removed.** Upon vacation you must call at the Site during Normal Business Hours to inform a member of the team, who will then accompany you to inspect and secure the Specified Space and complete a vacation record. You will remain liable for all Storage Charges and other obligations up to the time of completion of such vacation record.
- 19.4 **Return of Security Deposit and overpayments.** Upon termination or expiry of the Agreement we will return to you by such method as we may reasonably determine:
- (a) the Security Deposit; and
  - (b) any overpayment of our Charges (calculated on a weekly basis), save where you have been granted a discounted rate as specified in the Signature Page.
- No interest shall be payable on such payments. Without prejudice to clause 14.8. we will be entitled to deduct from this amount:
- (c) any unpaid Charges (together with any interest due on outstanding payments and/or administrative charges due under clause 15) which have not been paid or any unpaid removal or other charges; and/or
  - (d) any other obligation to us that you have not performed.

**20. HOW WE MAY USE YOUR PERSONAL INFORMATION**

- 20.1 **How we will use your personal information.** We will use the personal information you provide to us (whether in respect of you or your Agents) to:
- (a) provide the Services;
  - (b) process your payment for such Services; and
  - (c) unless otherwise stated on the Signature Page, to inform you about similar products or services that we or third party companies provide, but you may stop receiving these communications at any time by contacting us.
- 20.2 **We may pass your personal information to credit reference agencies.** We may pass your personal information to credit reference agencies and they may keep a record of any search that they do.
- 20.3 **We may pass on your details to our insurers.** We may pass your details on to our insurers for the purposes of organising or quoting for insurance services to you. Such details may be entered onto a register of claims shared with other insurers to prevent fraudulent claims.
- 20.4 **Passing details to third parties.** We will only give your personal information to other third parties where, in our sole opinion,:
- (a) It is necessary for us to provide the Services to you. This may included arranging third party removals or associated services;
  - (b) it is appropriate to protect the safety of any person at the Site; or
  - (c) we consider the security of the Site or any units thereon may otherwise be put at risk;
  - (d) it is appropriate for the purposes of crime prevention or detection; or
  - (e) the law either requires or allows us to do so.
- 20.5 **Transfers outside of the EEA.** Your personal data may be transferred to, and stored at, a destination outside the European Economic Area (EEA). It may also be processed by staff operating outside the EEA who work for one of our suppliers. By submitting your personal information , you agree to this transfer, storing or processing. We will take all steps reasonably necessary to ensure that your personal information is treated securely.

**21. OTHER IMPORTANT TERMS**

- 21.1 **Notices.** Where a party is required to give written notice to the other then such notice must be in writing and sent:
- (a) to us:
    - (i) in writing by post or hand delivery to the facility address; or
    - (ii) by email to facility email address,or such other address or email address as we may notify you in writing from time to time;

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(b) to you:

- (i) in writing by post or hand delivery to the address given by you in the Signature Page; or
  - (ii) by email to the email address given by you in the Signature Page,
- or such other address or email address as you may notify us in writing from time to time.

- 21.2 **Joint and several liability.** Where you are more than one person (i.e. two or more people are jointly entering into the Agreement and are both named as the Customer in the Signature Page) then your liability is joint and several. This means that each person will be fully liable for the obligations of itself and the other. We may take action against, or release or compromise the liability of, one of you without affecting the liability of the other(s).
- 21.3 **We may transfer the Agreement to someone else.** We may transfer our rights and obligations under the Agreement to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the Agreement.
- 21.4 **You cannot transfer the Agreement to someone else.** You cannot transfer your rights or your obligations under the Agreement to another person without our written consent. We may withhold our consent for any reason.
- 21.5 **Nobody else has any rights under the Agreement.** The Agreement is between you and us. No other person shall have any rights to enforce any of its terms.
- 21.6 **If a court finds part of the Agreement illegal, the rest will continue in force.** Each of the clauses of these General Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.
- 21.7 **Even if we delay in enforcing the Agreement, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under the Agreement, or if we delay in taking steps against you in respect of your breaking the Agreement, that will not mean that you do not have to do those things or prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the Services, we can still require you to make the payment at a later date.
- 21.8 **The Agreement sets out our entire agreement.** The Agreement constitutes the entire agreement between you and us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Agreement.
- 21.9 **Which laws apply to the Agreement and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the services in the English courts. If you live in Scotland you can bring legal proceedings in respect of the services in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of the services in either the Northern Irish or the English courts.