

## **HOLDALL SELF STORAGE**

This Storage Agreement for the provision of storage space is made between the customer and Holdall Self Storage subject to the terms and conditions detailed below, and on the pages overleaf. Your storage licence agreement:-

Storage Agreement Key Clauses Summary:-

### **Non-Payment of Licence Fees:**

Unless agreed otherwise, invoices will be issued approximately 14 days in advance of payment date. It is your responsibility to ensure that your payment is received by us on or before the due date. A late charge of 10% of the storage charge or £10 (whichever is greater) will be incurred for each two week period the storage charge remains outstanding. If you remain in default of the storage charge, we retain the right to deny you access to your goods, unit and to the site and in order to recover our costs sell and dispose of your goods.

### **Termination:**

Licence Fees are paid in advance and will be refunded to the nearest unused seven day period together with your deposit. You will be refunded by direct debit between 14 to 28 days following departure on condition that you give:- 14 days' notice of departure, leave your storage room clean, do not incur any charges for damage, and provided that all charges are paid up to date.

### **Charges:**

Storage charges may be reviewed at any time subject to giving you not less than 28 days' notice in writing.

### **Liability:**

Holdall Self Storage is not liable for any loss of or damage to the goods stored or to any goods or deliveries accepted on your behalf (other than caused directly by our breach of the agreement or our deliberate or negligent act or omission) or for any consequential loss even if that loss or damage is due to the fault of Holdall Self Storage. Where we are liable, our liability does not exceed the true value of the goods. It is a condition of storage that your goods must be insured (see detailed Terms & Conditions).

### **Security and access:**

Access is available during the notified business hours. You accept that Holdall Self Storage reserves the right to make and to alter regulations concerning the hours of access, general management and security of the complex and your unit, and you agree to observe and abide by such regulations.

### **Ownership of goods:**

You confirm that you are the owner of the items stored, or that ownership is vested in you for the purpose of entering into this agreement. You confirm that the owner of the goods, if not you, understands and accepts Holdall Self Storage's right ultimately to sell or dispose of goods to recover any outstanding charges.

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

Access Hours	The hours We permit access to the Unit;
This Agreement	These terms and conditions and the information set out in the Storage Licence Agreement;
Business Day	A day other than Saturday, Sunday or a day on which banks are authorised to close in London;
Commencement Date	The date specified in the Storage Licence Agreement;
Deposit	The amounts specified in the Storage Licence Agreement (if any) which will be collected and held by Us, as security for Your performance of obligations under this Agreement;
Due Date	The date specified in the Storage Licence Agreement and the corresponding date in each period specified in the Storage Licence Agreement or the previous Business Day if the Due Date falls on a Saturday, Sunday or public holiday;
The Goods	Anything You store in the Unit at any time during this Agreement;
Our Fees	The amount specified in the Storage Licence Agreement which does not include VAT, which will also be paid by You where it is or become applicable.
Insurance Costs	Where insurance has been arranged under our policy, the amount specified in the Storage Licence Agreement is made up of Premium (if any), VAT, and Our administrative cost.
Prompt Payment	In respect of payment of each and every sum due under this Agreement, payment on the Due Date or if the Due Date is not a Business Day, then on the next Business Day following the Due Date;
Site	The premises on which the Unit is situated;
Termination Date	The End Date specified in the Storage Licence Agreement or the date of termination of this Agreement in accordance with Condition 26;
Unit	The storage unit specified in the Storage Licence Agreement or any alternative storage unit we may specify under Condition 11;
We, Us, Our You, Your	The storage provider named in the Storage Licence Agreement; and The customer named in the Storage Licence Agreement.

#### **Your Rights to use the unit**

- 1** So long as Our Fees are paid up to date, We licence 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 Commencement Date until this Agreement is terminated; 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 the Unit they are in. No access to the Unit will be permitted for any other purposes or outside Access Hours. We may change the Access Hours at any time on giving You not less than fourteen days' advance warning of changes in Access Hours by notices on Site, but in the case of emergency, We reserve the right to change Access Hours to other reasonable access times without giving You any such 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 if units on the Site. On conclusion of this Agreement, You shall provide us with satisfactory proof of identity for both Yourself and Your agents. We shall be entitled to take a copy of such proof and retain it on Our files. You may withdraw any authorisation at any time but the withdrawal will not be effective until We receive it in writing. When using the Site, 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) for the purpose of cross-checking this with Our files. 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 reasonably consider 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.

#### **No tenancy or exclusive possession of the Unit**

- 3** This Agreement shall not create a tenancy and it shall not confer upon You any right to exclusive possession of the Unit or any alternative unit specified under Condition 11.

#### **Locks**

- 4** You are responsible for providing a secure padlock for the Unit and You must ensure that 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 Unit. You should not leave your key with or permit access to your Unit to any person other than Your own agent who is responsible to You and subject to Your control. You are responsible at all times for the safe custody of all keys to all locks which You place on the Unit.

#### **Our Rights to enter the Unit**

- 5** You agree to allow Us and Our agents and contactors to enter the Unit and if necessary We may break the lock to gain entry:-
- 5.1** 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 units or part of the Site and You fail to grant Us access to the Unit when requested;
- 5.2** At any time without notifying You:
- 5.2.1** If We reasonably believe that the Unit contains any items described in Condition 9 or is being used in breach of Condition 10 or such entry is effected incidental to the exercise of Our powers pursuant to Condition 17;
- 5.2.2** If We are required to do so by the Police, Fire Services, Local Authority or by a Court Order;
- 5.2.3** or any purpose, if we believe it is necessary in an emergency;
- 5.2.4** To obtain access in accordance with Conditions 11 and 17;
- 5.2.5** To prevent injury or damage to persons or property; or
- 5.2.6** 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.

- 5.3** Where We have exercised our rights to enter the Unit pursuant to Conditions 5.1 and 5.2 and in doing so, We have broken Your lock, We will ensure that on Our leaving of the Unit, the Unit has been secured by means of a replacement lock for which You will be provided with the keys.

#### **Ownership of the Goods stored in the Unit**

- 6** You confirm 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 Your confirmation is or becomes untrue, You shall reimburse Us an amount equal to any loss or damage suffered by Us as a result of Your confirmation regarding the true ownership of the Goods being or becoming untrue, and Our damages shall include any loss, damage or expenses incurred by Us (including any reasonably incurred legal fees) 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.

#### **Our Right to refuse entry to the Unit for safety reasons**

- 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 reasonable 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.

#### **Restrictions on the types of Goods which can be stored in the Unit**

- 8** You must not store (and You must not allow any other person to store) any of the following in the Unit:-
- 8.1** Food or perishable goods unless securely packed so that they are protected from and do not attract vermin;
  - 8.2** Birds, fish, animals or any other living creatures;
  - 8.3** Combustible or flammable materials or liquids such as gas, paint, petrol, oil or cleaning solvents;
  - 8.4** Firearms, explosives, weapons or ammunition;
  - 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 does or could emit any fumes, smell or odour;
  - 8.8** Any illegal substances, illegal items or goods illegally obtained;
  - 8.9** Compressed gases; or
  - 8.10** Any bullion, coin, precious stones, jewellery, antiques or fine art unless specifically agreed with Us in writing, in advance of storing such Goods in the Unit.

#### **Things You must not do**

- 9** You must not do (and You must not allow any other person to):-
- 9.1** 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;
  - 9.2** 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;
  - 9.3** Spray paint or do any mechanical work of any kind in the Unit;
  - 9.4** Attach anything to the internal or external surfaces of the Unit or make any alteration to the Unit, without Our prior written consent;
  - 9.5** Connect any electrical appliances to any power supply in the Unit or on the Site generally unless You have received the written consent of the store manager, the appliance has first been tested in accordance with current legislation and a valid copy of the certificate is provided to the store manager at the Site;
  - 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 Unit;
  - 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 on the Site and, if You cause any damage, You must reimburse to Us the reasonable costs which We incur in making the necessary repairs or restoration. If however, in our reasonable opinion, We consider that repair or restoration of the item would not be an effective way to remedy the damage caused, We will ask You to reimburse to Us the costs of such replacement. Please note that, if this Agreement terminates and if at the Termination Date You have not reimbursed to Us Our reasonable costs of repair, restoration or replacement (whichever is the most appropriate in the circumstances), We shall be entitled to withhold from any Deposit which You have paid to Us such repair, restoration or replacement costs which We consider are reasonable, in accordance with Condition 13.1;
  - 9.8** 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 time exercise courtesy to others and reasonable care for your own safety and that of others in using these areas;
  - 9.9** Connect or provide any utilities or services to the Unit unless authorised in advance in writing by Us.

#### **Things You must do**

- 10** You must (and You shall procure that Your agents must):-
- 10.1** Use reasonable care when on 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 unit users or other person on the Site;
  - 10.2** Inform Us immediately of any damage or defect to the Unit;
  - 10.3** Inform Us immediately of any damage or defect to the building caused by You;
  - 10.4** Act in a socially responsible manner and observe all reasonable rules and regulations regarding Your conduct on Site, the safety and security of the Unit and Site, Fire Regulations, Health & Safety Notices, Prohibited Goods notices and any other 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.

#### **Exceptional situations necessitating the removal of Your Goods to an alternative Unit or Site**

- 11** 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. Where We have requested You to move to another unit, You should provide Us with a

statement of the anticipated costs, which You will incur in removing the Goods to another unit, in advance of doing so, and provided that 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 unit or at Your option, We will pay to You an amount equal to such costs. If You do not wish to move to another unit and continue with this Agreement, You may serve notice on Us to terminate the Agreement in accordance with Condition 25.1.

- 11.1** If We have asked You to move to an alternative Unit under Condition 11, and You have failed to move the Goods when required to do so or in the case of an emergency when we may require Goods to be moved without giving You any notice, You will allow Us to move the Goods to any other unit at the Site or, in extreme cases, where it is not reasonably possible or practicable to identify another unit at the Site, to the nearest available site at Our own cost. We will use all reasonable efforts to ensure that any disruption to You is kept to a minimum.
- 11.2** If We have moved Your Goods under Condition 11.1 either because You have failed to move all of them when required to do so, or in the event of an emergency, We will not acquire any interest in or right to your Goods or otherwise be responsible for the Goods which will be held by Us at Your risk. We will not be liable to You for any damage to any lock which We remove pursuant to Condition 11.1, nor for the cost of its replacement, nor for any loss or damage to the Goods, unless We have wilfully or negligently caused such loss or damage.
- 11.3** If the Goods are moved to an alternative unit, this Agreement will be varied by substitution of the alternative unit number but shall otherwise continue in full force and effect and Our Fees at the rate set out in the Storage Licence Agreement will continue to apply to Your use of the alternative unit and We will continue to collect the Total Insurance costs and Our fees for arranging and administering any insurance arranged and administered by Us in connection with this Licence.

#### **Your Payment Obligations**

- 12** On signature of this Agreement, You must pay Us:-
- 12.1** Our Fees for the minimum period of storage; and
- 12.2** Where, acting reasonably, We have requested You to pay a deposit to Us, the Deposit.
- 12.3** Following signature of this Agreement, We shall invoice you approximately 14 days in advance of each Due Date and You must pay Our Fees on the Due Date.

#### **Return of Monies**

- 13** In the event that, on signature of this Agreement, You have paid to Us the Deposit, this will be returned to You (without interest) after this Agreement terminates less any amount we may reasonably deduct to cover:-
- 13.1** Any breach of condition Condition 9.7;
- 13.2** Any of Our Fees (together with any interest due on outstanding payments and/or administrative charges due under Condition 15) which have not been paid or any unpaid removal or other charges; or
- 13.3** Any other obligation to Us that You have not performed.
- 13.4** Where, upon termination of the Storage Licence Agreement, there are any monies owed by Us under this Agreement, We will refund the sum due (without interest) after this Agreement terminates.
- 13.5** In calculating any payment due by us under Conditions 13.1-3 or 13.4, we shall round any storage hire interval of 7 days interrupted by termination up to the next full seven-day interval and we shall make any such payment 14 to 28 days following termination, by direct debit or cheque, to the account/card holder of the bank/building society account or credit/debit card from where such payments were authorised unless otherwise notified in writing by the account/card holder, provided that You have given Us 14 days' notice of termination and You have complied with Condition 25.
- 13.6** In calculating any insurance premium payment due by us under Conditions 13.1-3 or 13.4, we shall round any insurance payment interval of one calendar month interrupted by termination up to the next full calendar month interval and we shall make any such payment 14 to 28 days following termination, by direct debit or cheque, to the account/card holder of the bank/building society account or credit/debit card from where such payments were authorised unless otherwise notified in writing by the account/card holder, provided that You have given Us 14 days' notice of termination and You have complied with Condition 25.

#### **Our Right to alter the Fees**

- 14** 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. If You do not agree with the level of the new Fees under this Agreement, You may serve notice on Us to terminate the Agreement in accordance with Condition 25.1.

#### **Late payment / non-payment on Our Fees**

- 15** 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 ("Your Debt") is an extremely important part of this Agreement and, if You fail to pay any sum owing under this Agreement on the Due Date for such sum, we shall seek to recover the outstanding sums owed by You to Us together with:
- 15.1.1** Any interest on these sums. Interest on all amounts overdue will be charged at the rate of 4% above the base rate of NatWest Bank Plc, fluctuating therewith, calculated on a daily basis from the date when payment becomes due up to an 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; and
- 15.1.2** An administrative charge for late payment which is the larger of 10% of Our Fees or £10.
- 15.2** In addition to Our rights to recover payment of Your Debt pursuant to Condition 15.1 (and the sums referred to in that Condition), We may also terminate this Agreement under Condition 25.2.
- 15.3.1** Additionally, on each occasion any cheque or direct debit or credit card is dishonored, at Our option, You must pay Us an administrative charge of £20.

#### **Our Duties to You in the event of late payment / non-payment**

- 16** In default of Prompt Payment of Your Debt:-
- 16.1.1** We are relieved of any duty howsoever arising in respect of the Goods, except for any loss or damage to the Goods caused wilfully or negligently by Us and our agents and contractors; and
- 16.1.2** The Goods are held solely at Your risk and will continue to be at Your risk even where rights described below in Condition 18.4 are exercised.

### **Our Rights to sell-off Goods to recover payment**

- 17** In default of Prompt Payment of Your Debt, we shall be entitled to:-
- 17.1.1** Keep hold of some or all Your Goods until we have received payment in full of all charges You owe us and You shall pay Us fees and charges at the same rate as under this Agreement or if this Agreement has been terminated at the rate payable immediately prior to termination. If You pay Us by cheque, We shall not be considered to have received payment until the cheque has been paid by Your bank; or
- 17.1.2** Exercise immediately the rights described below in Condition 17.4 and sell such of Your Goods as is necessary for Us to recover payment of Your Debt in full.
- 17.2** If we decide to exercise either of Our rights set out in Condition 17.1, You authorise Us:-
- 17.2.1** To refuse You and Your agents access to the Goods, the Unit and the Site;
- 17.2.2** To enter the Unit and in necessary to break Your lock to gain entry;
- 17.2.3** To secure the Unit with Our own lock in addition to or as an alternative to Your lock;
- 17.2.4** To remove and retain the Goods; and
- 17.2.5** To ultimately dispose of some or all of the Goods in accordance with Condition 17.4.
- 17.3** Before We sell the Goods, We will give You notice in writing by registered or recorded delivery post at Your address in the Storage Licence Agreement or any address in England, Wales and Scotland notified by You to Us in writing prior to Our notice, specifying any particulars that We have of the Goods, the amounts of Your Debt at the date of the notice (and We shall specify what We have reasonably calculated to be the amount by which Your Debt is increasing after the date of that notice) and directing You to pay. If payment is not made within seven days after the date of the notice, We will sell the Goods. We will not give You any further notice of any intended sale.
- 17.4** We will sell the Goods by the best method(s) reasonably available to achieve the best selling price reasonably obtainable in the open market, taking into account the cost of the sale.
- 17.5** We will use the proceeds of sale to pay first the costs incurred by Us in the sale and removal of the Goods, and secondly to discharge Your Debt.
- 17.6** Any balance will be held for You. Interest will not accrue to You on the balance.
- 17.7** If the proceeds of sale are insufficient to discharge the costs of sale incurred by us and Your Debt without deduction, You must pay any balance outstanding to Us with 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 the balance of Your Debt until it has been paid in full.
- 17.8** If the Goods cannot be sold for a reasonable price or at all (for any reason whatsoever), or despite our efforts they remain unsold, You authorise Us to treat them as abandoned by You and to destroy or otherwise dispose of them at Your cost.
- 17.9** The terms of this Condition are additional to and without prejudice to all or any rights You or We may have at common law or otherwise.

### **Your obligation to check the suitability of the Unit**

- 18** Because the nature and type of Goods being stored by You from time to time is within Your discretion (subject to Conditions 8 and 9), You must ensure that the Unit is suitable for the storage of the Goods that You store or intend to store in it. We do not promise to You or otherwise 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.

### **Insurance of the Goods**

- 19** Please note that we do not insure the Goods whilst they are on Site. Storage of Goods in the Unit is at your sole risk, and We shall not be responsible for any loss or damage, however caused, which may occur to any goods, fixtures or fittings or property in the Unit or which may be stored on the Site by or on behalf of You. Consequently;

### **Business Customers; You undertake to us as follows:**

- 19.2.1.** That prior to bringing the Goods onto the Site You have taken out adequate insurance in respect of the Goods under a policy which covers at least Normal Perils (as set out below) with a reputable insurance company and will not cause or allow that insurance cover to lapse whilst the Goods or any of them remain on the Site and you acknowledge that you shall be responsible for all uninsured risks including Normal Perils; and
- 19.2.2.** Normal Perils in this Condition mean loss of or damage to Goods caused by fire, lightning, explosion, earthquake, aircraft, storm, flood, bursting and/or leaking pipes, theft, riot, strike, civil commotion, malicious damage, and impact by vehicles.
- 19.2.3.** We recommend that the insurance cover that you take out is for a sum which is at least equal to the replacement value of the Goods stored in the Unit from time to time and may require you to provide evidence of such insurance cover prior to granting you access to the unit and while your goods remain on site.
- 19.2.4.** In order to give You more protection we may offer You the opportunity to benefit from our insurance policy using a policy available through us. You may apply for this by completing a separate application form.
- 19.2.5.** We do not give any advice concerning such insurance and it is for You to make Your own judgment (with the help of Your insurance broker) whether such insurance is appropriate to cover the Goods and risks to them. If You have any further questions regarding customer goods insurance please enquire to our Head Office Insurance Administration Team on 01757 703700.

### **Domestic Customers;**

- 19.3.1.** We require that all Domestic Customers entering into contracts of storage also take out and maintain during the period of the contract of storage, adequate Insurance cover under the Holdall Self Storage policy us. No storage contract will be entered into by Us unless insurance is taken. Please note that no form of insurance other than the Holdall Self Storage Policy will be accepted by us except in the event the scope of insurance cover offered is not sufficient and a waiver form is signed by You.
- 19.3.2.** We recommend that the insurance cover that you take out is for a sum which is at least equal to the replacement value of the Goods stored in the Unit.
- 19.3.3.** We do not give any advice concerning such insurance and it is for You to make Your own judgment whether such insurance is appropriate to cover the Goods and risks to them.
- 19.3.4.** We will be responsible for physical injury to or the death of any person or for fraud or willful default or that of our agents and/or employees. However:

- 19.3.5.** Subject to the above, to the extent that our liability to you is not limited under clauses 20, our total financial responsibility to you however arising (including any claim that you may have under 20 below) will come to no more than value of the Goods as set out by You in the Agreement, even if the actual loss you suffer is more than that. Please note that if you would like to agree a higher limit of liability this can be arranged at an additional cost.
- 19.3.6.** We will not be responsible for any loss or damage caused by us or our employees or agents in circumstances where there is no breach of legal duty or care owed to You by us or by any of our employees or agents, such loss or damage is not a reasonably foreseeable result of any such breach and any increase in loss or damage resulting from breach by You of any term of the Agreement.
- 19.3.7.** If You are using the Unit in part or in whole for commercial purposes then we shall not be responsible for loss of profits (whether direct or indirect), loss of business opportunity, loss of goodwill, loss of contract nor for other economic loss (direct or indirect) arising out of a breach of the Agreement.
- 19.3.8.** In certain cases we may not be able to allow You access to the Unit or Site, or carry out some of our other obligations because of something that is outside our reasonable control. This could include any natural disaster, riot, strike or lock-out, trade dispute or labour disturbance, accident, breakdown of plant or machinery, fire, flood, electrical power failure, act of 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. If this happens then we will not be responsible for so long as the event continues for failing to allow access to Your Goods. We will try to minimise any effects arising from such circumstances, but if we have not managed to resolve the situation within 3 weeks You will be entitled to terminate the Agreement without charge and to remove Your Goods at the earliest available opportunity.
- 19.3.9.** For Normal Perils our responsibility shall be limited to £100 (which we consider standard excess on household insurance cover).
- 19.3.10.** If You have any further questions regarding customer goods insurance please enquire to our Head Office Insurance Administration Team on 01757 703700.

**You confirm and assure us that:**

- 19.3.11.** You have agreed on the Agreement the total value of all the Goods;
- 19.3.12.** The total value of the Goods stored in the Unit from time to time will not exceed that value unless you have agreed this in writing with us.
- 19.3.13** 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.

**Our general liability to You**

- 20** Subject to any exceptions set out in the Agreement:-
- 20.1** Our entire liability to You under this Agreement (including as a result of our breach of this Agreement and/or negligence by Us, Our agents and/or employees), shall not exceed the true total value of the Goods set out in the Storage Licence Agreement.
- 20.2** In addition to Condition 20.1, You should note that We exclude all liability to You in respect of:-
- 20.2.1** Loss or damage relating to Your business, if any, including but not limited to, loss profits, business interruption, loss of goodwill or reputation, and loss of future profits or business, regardless as to how such loss or damage was caused;
- 20.2.2** Loss or damage to the Goods which does not arise as a direct consequence of any breach of this Agreement by Us or any deliberate or negligent act or omission on Our part; and/or
- 20.2.3** Loss or damage to the Goods which was not reasonably foreseeable at the date of entering into this Agreement, regardless as to how such loss or damage was caused.
- 20.3** You promise and assure Us that:-
- 20.3.1** You have written in the Storage Licence Agreement the true total value of all the Goods;
- 20.3.2** The aggregate value of the Goods stored in the Unit from time to time will not exceed that value, unless specifically agreed otherwise with Us; and
- 20.3.3** This promise / assurance is repeated by You to Us at each Due Date.
- 21** We do not exclude or limit liability for physical injury to or the death of any person and which is a result of Our negligence or wilful default or that of Our agents and/or employees.

**Your general liability to Us**

- 22** You will reimburse Us 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 unit users or persons on the Site as a result of any improper or unauthorised use of the Unit or the Site by You or any of Your servants, agents or invitees or which arise out of Your negligence or the breach of this Agreement by You.

**Circumstances beyond either Our control or Your control**

- 23** 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.

**Termination**

- 24** This Agreement shall expire on the Termination Date or as described in Condition 25.
- 25** Either You or We may terminate this Agreement:-
- 25.1** 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; or
- 25.2** Immediately by giving written notice to the other if the other party commits a serious breach of any terms of this Agreement and (in case of a breach capable of being remedied) shall have failed with fifteen days after service of a notice to do so, to remedy the breach. The Termination Date shall be the date the notice is effectively served by one party on the other in accordance with Condition 37.
- 25.3** Notwithstanding the fourteen-day notice period required to terminate this Agreement under Condition 25.1, You may terminate this Agreement on giving us less than fourteen days' notice of Your intention to do so, if, acting reasonably, We agree.

### **Consequence of Termination**

- 26** Immediately on the Termination Date, You must remove all goods (including the Goods) from the Unit and leave the Unit clean and tidy and in the same condition as at the Commencement Date. If You do not do so, You shall pay Our reasonable costs of cleaning the Unit or disposing of any goods (including the Goods) or rubbish left in the Unit or on 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, except where any loss or damage to the Goods is caused wilfully or negligently by Us and Our agents and contractors. We may treat Goods remaining in the Unit after the Termination Date as abandoned and may dispose of them in accordance with Conditions 17.3 and 17.4.
- 27** 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 under the provisions of this Agreement (including but not limited to any payments due to Us under Condition 9.7) as if the balance were a Deposit under Condition 13. 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.

### **You duty to inspect the Goods on removal from the Unit**

- 28** You agree to examine the Goods carefully upon removing them from the Unit and You must tell Us about any loss or damage to the Goods as soon as is reasonably possible after doing so, as any delay in reporting losses or damages to Goods to Us could make it more difficult for Us to deal with Your claim.

### **Our use of Your personal information**

- 29** You acknowledge that We may wish to use the information given by You, including Your personal information, for marketing and other purposes. If You do not consent to receiving marketing or other materials from Us, You should indicate this by written notice (signed letter or fax), submitted to the Manager of the storage Site.  
At no time will we share the information given by You, including Your personal information with 3rd parties.

### **General Provisions**

- 30** Any delay by Us in exercising or failure to exercise 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. No provision will be enforced against a "consumer" within the meaning of The Unfair Terms in Consumer Contracts Regulations 1999 (as amended or replaced from time to time) beyond the extent to which it would not be "unfair" thereunder. We intend to rely upon the written terms contained within this Agreement. You should not rely upon any promises, representations, or claims made by any of our employees, agents or contractors which are not also contained within this Agreement. Any changes to this Agreement which are agreed between Us and You must be recorded in writing and it is our practice to ensure that such documents are signed on Our behalf by one of Our directors.
- 32** You may not assign 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. Should you do so or attempt to do so, this will be treated as a serious breach of the Agreement under Condition 25.2.
- 33** You agree that it is not the intent of this Agreement to confer any rights on any third parties by virtue of this Agreement.
- 34** This Agreement shall be governed by Scots Law and You and We submit to the exclusive jurisdiction of the Scots courts.
- 35** Where You are two or more persons, Your obligations under this Agreement shall be joint and several obligations.
- 36** 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 pre-paid post. Your address for service of notices shall be Your address written in the Storage Licence Agreement or any other address in England, Wales and Scotland 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) of 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 in the Storage Licence Agreement. A notice will be deemed to have been served at the time of personal delivery or forty-eight hours after it has been placed in the post.
- 37** Before taking any court proceedings for anything arising out of this Agreement (apart from emergency court proceedings), the parties may decide to attempt to resolve the matter informally, in which case the complaining party should inform the other person in writing of the dispute in as much detail as possible and You and We may agree to try informal conciliation. If the parties agree to try informal conciliation however the dispute cannot be resolved informally within a reasonable period of time, You and We may agree to use the Centre for Effective Dispute Resolution to try to resolve the dispute amicably by using a recognised alternative dispute resolution procedure before taking any other step. If the parties agree to use alternative dispute resolution however the dispute is not resolved to mutual satisfaction within a reasonable period of time, You or We can submit the dispute to the Court. This Condition does not prevent or otherwise restrict either You or Us from referring any dispute between Us directly to the Courts without first having tried to resolve the matter informally, nor does it affect the right of either You or Us to terminate this Agreement.



# SUMMARY OF OUR INSURANCE COVER

This facility only applies if you have indicated “yes” to the insurance option detailed in the Licence Agreement and have paid the appropriate additional charge. Please read carefully clause 19 of the Licence Agreement.

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It is a condition of the Licence Agreement that your property is insured for its full true total value and that cover is maintained throughout the total period of storage with us. Please note that irrespective of whether or not you instruct us to include you within our insurance arrangements our liability for actual physical loss of or damage to your property is limited by the terms of the Licence Agreement which form part of our contract with you.

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SUBJECT TO YOU GIVING US INSTRUCTIONS TO INSURE, we can arrange on your behalf insurance Underwritten 100% by certain Underwriters at Lloyd’s to cover physical loss or damage to your property within our insurance arrangements as summarised below. You may inspect the policy at our office on request

## INSURER

Certain Underwriters at Lloyd’s

## TOTAL SUM INSURED

The full true total maximum value of the goods at all times as declared to us on the Licence Agreement or elsewhere in writing. The sum insured shall in no circumstances exceed GBP 50,000 for any one customer unless confirmed in writing by us. The total sum insured can be increased on payment of an additional charge, subject to the prior agreement of our Insurers.

## INSURED PERILS

Actual physical loss of or damage to your customers’ property caused by fire, lightning, explosion, earthquake, storm, flood, bursting &/or leaking pipes, ingress of water or other liquid substance, aircraft or articles dropped therefrom, moth, insect or vermin from an external cause, theft accompanied by forcible and violent entry to or exit from the building or Unit, riot, strike, civil commotion, malicious damage, and impact by vehicle or railway rolling stock.

## UNDER-INSURANCE

It is a condition of the insurance that the sum insured represents the full true total value of the property stored at all times. If you fail to declare the full replacement value of your property on the Licence Agreement, in the event of a claim we will only be entitled to recover on your behalf from our Insurers the proportion of the loss as the declared value bears to the total replacement value of your property.

## BASIS OF CLAIMS SETTLEMENT

The settlement of any claim shall be by replacement, repair and/or compensation at Insurer’s option. In the event of the total loss or destruction of any item insured under this Insurance, the basis of settlement shall be the cost of replacing the item as new provided that the item is substantially the same as but not better than the original when new.

## Household linen and clothing

Where any claim includes loss of or damage to any item(s) of household linen and clothing, Insurers will take into consideration the age, quality, degree of use and consequent market value of any such lost or damaged item(s).

## Documents

Where any claim includes loss of or damage to documents the basis of settlement shall relate to the reasonable costs of reprinting and/or reasonable costs of reissue and/or reconstitution including, where applicable, fresh research or exploration to obtain essential information.

## PAIRS & SETS CLAUSE

Where any items are part of a pair or of a set Insurers shall only pay for the actual items which are lost or damaged. No payment will be made by Insurers for any items which are part of a pair or of a set and which are not lost or damaged.

## POLICY EXCESS

Insurers will not pay the first GBP 100 of each claim per customer

## CLAIMS NOTIFICATION

All claims must be notified to us at the time of discovery of loss or of damage to your property or at the time of removal of your property from the unit, whichever is the soonest.





## EXCLUSIONS

No cover is provided for the following

1. Money, Coins, Bullion, Deeds, Bonds, Securities and the like.
2. Livestock, Plants, Explosives and Flammables
3. Jewellery, Watches, Precious Stones, Stamps of all kinds exceeding GBP 500 combined total.
4. Furs, fine arts, perfumery mobile phones, tobacco, cigars, cigarettes, beers, wines, spirits & the like exceeding GBP 10,000 combined total.
5. Electronic items exceeding GBP 10,000 in total. Electronic items are defined as all items of consumer and commercial electrical appliances and instruments including but not limited to radios, televisions, computers, computer software, hard drives, chips, microchips, printed circuit boards and their components, modems, monitors, cameras, facsimile machines, photocopiers, VCRs, hi-fi, stereos, CD players, Digital Recorders/Players and the like. (Heavy electrical items such as switchgear, turbines and generators and the like shall be deemed not to be electronics)
6. Depreciation arising from repairs or restoration of a damaged item.
7. Loss of data records other than cost of blank data carrying materials.
8. Any goods which you are not permitted to store under the terms of the Licence Agreement.
9. Any consequence of War, Invasion, Act of Foreign Enemy Hostilities (whether War be declared or not), Civil War, Rebellion, Revolution, Insurrection or Military or Usurped Power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.
10. Ensuing or indirect losses resulting from or as a consequence of claims made for loss or damage arising from an Insured Peril.
11. Loss or damage from:
  - a. ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
  - b. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or nuclear component thereof,
  - c. any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
  - d. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion of this sub clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried stored or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.
12. Loss or damage from any chemical, biological, biochemical or electromagnetic weapon. The use or operation as a means of inflicting harm of any computer system, computer software program, computer virus or process or any other electronic system.
13. Loss of or damage to your property directly caused by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds
14. If at the time of loss there is other insurance in force this insurance shall only respond to the extent that losses are not recoverable under the other insurance
15. Loss of or damage to your property caused by or resulting from any act(s) of terrorism or any person(s) acting from a political motive.