

07/05/2019 V2.1

1. We are licensing you to use the numbered storage unit or parking bay as described in your self storage agreement and the defined area of land occupied by it ("Storage Facilities") or to the use of numbered bay or defined yard space as defined in your yard storage agreement for the storage of goods in accordance with these terms and conditions and to have access to the Storage Facilities for the purposes of depositing, removing, substituting or inspecting such goods
2. The period of hire shall be as specified within your rental agreement or yard storage agreement ('Initial Fixed Period') or if no period is specified, shall be deemed to be for successive 28 day periods ('Recurring Period'). Unless the Initial Fixed Period specified overleaf is for less than 28 days the minimum hire period is for 28 days from start date. If you use or allow the Storage Facilities to be used after the Initial Fixed Period has ended you agree to hire the Hire Goods or Storage Facilities for a further Recurring Period of 28 days and pay additional charges for rental and any other reasonable expenditure we incur.
3. Self Storage is subject to these terms and conditions ("Conditions"), which apply to the exclusion of all other terms and conditions, including any you may seek to apply. Your occupation of Storage Facilities is conclusive evidence that you accept these Conditions, if you have not previously accepted them in writing. Any variation of these Conditions (including any special terms and conditions) shall not be binding unless it is in writing and signed by an authorised representative of ours.
4. No binding contract shall exist, until we have sent you a note of our acceptance of your order, signed by an authorised representative of ours or upon your occupation of Storage Facilities, whichever is the sooner. In these Conditions, "Contract" means the contract entered into in accordance with this clause.
5. You may not cancel or change any order unless we agree in writing and on terms that you indemnify us in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses we incur as a result of your cancellation or change.
6. Unless we notify you otherwise, the rent for the Storage Facilities together with all applicable taxes and additional charges ("Rentals") shall be invoiced to you in advance every 28 days. Unless otherwise agreed in writing, rental payments are quoted on the basis of a 28 day month. We may increase the amount payable under the Rentals on giving you at least 7 days' prior written notice. We will not increase those amounts during the minimum hire period set out in clause 2 above, except for a reason outside our control or because of a VAT rate increase.
7. You shall pay the Rentals immediately and in full upon receipt of our invoice, unless we have agreed a debit facility or a credit facility, in which case you shall pay in full within 30 days of the date of invoice. Any payments you send us by post are at your own risk. The Rental does not include VAT, which you shall pay in addition at same time you pay the Rentals.
8. Payment in full on the due date of all payments under this Contract is of the essence of this Contract. If you don't make payment in full when due, we may charge you interest on the amount unpaid and claim compensation in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.
9. You shall inspect Storage Facilities on occupation. If you do not give us a written notice within 24 hours of occupation, specifying any defects in the Storage Facilities or defects, it shall be conclusively presumed that they are in good condition and repair, and correspond with description, except for latent defects not apparent on reasonable inspection. You shall notify latent defects to us in writing within 24 hours of becoming aware of them.
10. If you notify us of a valid claim for a defect in accordance with clause 9, we will, at our option, either replace or repair the Storage Facilities (at no charge to you). We shall then have no further liability to you.
11. Storage Facilities remain our property at all times and you have no rights in them apart from as set out in these Conditions. You shall not sell, sub-hire, charge by way of security or dispose of the Storage Facilities nor allow them to be seized in satisfaction of your debts or for any other legal process. You agree to indemnify us against all losses, costs, claims, damage and expenses, howsoever occasioned by your breach of this clause.
12. You are responsible for the safety, safe use, and safe keeping of the Storage Facilities from the time occupation to the time the occupation of the Storage Facilities terminates.
13. You shall not make any alterations or modifications to the Storage Facilities, nor remove any parts of them, nor attach anything to their walls without our prior written consent. You shall not remove, deface, alter or cover up any nameplate or other mark on the Storage Facilities or any notices, which give warnings, information or instructions about the use of the Storage Facilities.
14. You agree to indemnify us for any loss, cost or expense we suffer, arising from your possession or use of the Storage Facilities or our repossession of them under these Conditions.
15. You shall keep the Storage Facilities clean, properly maintained and in the same good condition in which they were delivered to you (except for fair wear and tear and damage resulting from inherent defects).

16. You shall not use the Storage Facilities for anything other than storage. You shall not store in them any corrosive, hazardous, explosive, inflammable, combustible, toxic, dangerous, odour-emitting, illegal or perishable goods, nor any livestock. For the avoidance of doubt, we accept no responsibility for any loss or damage to any material or equipment used on or with or stored in the Storage Facilities (including, by way of example, items described as heirlooms, jewellery, works of art or similar).
17. You shall inform us immediately if the Storage Facilities fail or need repair. You shall not try to repair them. We shall carry out any necessary repair or replacement, at our sole discretion. If the failure of the Storage Facilities or need for repair is caused by your misuse or negligence you shall be liable for the cost of their repair or replacement, and for any other loss or damage we reasonably incur as a result.
18. You shall permit us access to the Storage Facilities at all times to inspect, repair, remove or, if in breach of these terms, repossess them. We may require you to move goods stored in the Storage Facilities to another part of our site upon our giving you reasonable notice, save in the case of emergency, when no notice shall be required.
19. Except where we give you express warranties in writing or where warranties are given elsewhere in these Conditions, if you are entering the contract with us in the course of your business, we specifically exclude from the Contract all warranties, representations, terms, conditions and duties implied by law or otherwise to the fullest extent permitted by law.
20. If you are dealing as a consumer (as defined in Section 12 of the Unfair Contract Terms Act 1977), but not otherwise, Storage Facilities are hired to you with the benefit of undertakings about title, correspondence with description, fitness for purpose and satisfactory quality implied by the Supply of Goods and Services Act 1982. If you are an individual, the hire period shall not be more than 84 days and you shall surrender the Hire Goods or Storage Facilities up to us not later than the end of the 84th day of the hire period.
21. Except in the respect of death or personal injury caused by our negligence, or for liability for defective goods under the Consumer Protection Act 1987, we shall have no liability to you for any indirect, special or consequential loss or damage (whether for loss of profit or otherwise) or costs expenses or other claims for compensation whatsoever (whether caused by our negligence, the negligence of our employees or agents, or otherwise) resulting from the supply or delay in supply of Storage Facilities or Services to you or from their use by you.
22. We accept no responsibility for any loss damage or theft to any material or equipment used on or with or stored in the Storage Facilities.
23. We shall not be liable to you or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure in performing any of our obligations in whole or part in relation to Storage Facilities if the delay or failure was due to any cause beyond our reasonable control.
24. Except as expressly provided in these Conditions, our total liability to you under or in connection with this Contract shall not exceed the amount of Rental payable for the minimum period of hire shown in your rental agreement or the sum of £1,000, whichever is higher.
25. You agree to pay in advance any security deposit indicated in your rental agreement. The security deposit will be returned within 30 days of the Storage Facility's return in undamaged condition but we may apply such deposit to any other amounts owed by you.
26. Notwithstanding anything contained in these Conditions, we may end this Contract by giving you 7 days written notice of termination to expire any time after the minimum period of hire has expired. Subject to clause 1, you may end this Contract by 7 days written notice expiring at any time after the minimum period of hire has expired, or by 7 days written counter notice, if we give you notice during the minimum period of hire of any increase in rental other than that occasioned by an increase in the rate of VAT or for any reason outside our control.
27. We may immediately end this Contract (and collect payment from you using the payment details you have provided to us) if you do not pay any Rental for Storage Facilities when due, or if you commit any other breach of this Contract and do not remedy it within 14 days after we have brought it to your attention, or if you suffer a petition for a bankruptcy order to be presented, or call any meeting of your creditors, or execute any assignment for their benefit, or being a company, become insolvent, or if an order is made or a resolution is passed for your winding up, or if an administrator, administrative receiver or receiver is appointed in respect of the whole or any part of your assets or business, or if you make any composition with your creditors or take or suffer any similar or analogous action in consequence of debt.
28. If we end the Contract any sums whatsoever due but unpaid on Storage Facilities up to the day we end this Contract shall become immediately due and payable.
29. If the Contract is for a fixed hire period of over 28 days, you shall, upon termination, pay us all Rentals you should have paid had the Contract continued. Upon your written application, we reserve the right to apply a discount at the rate of 2% on each Rental from the date it would have fallen due to the date the Contract would have ended under the agreed fixed hire period. There shall be no return of Rental if, for whatever reason the Storage Facilities are surrendered to us within 28 days of the commencement of the Contract or during the Recurring Period, as applicable.

30. When this Contract terminates, you shall surrender up the Storage Facilities to us in good condition (fair wear and tear excepted). Storage Facilities must not be returned with any hazardous material or items in them. You shall be liable for the cost of any repairs and/or cleaning of the Storage Facilities and for the disposal of any material or items (hazardous or otherwise) which you fail to remove from Storage Facilities. The date of termination shall be the date we issue an off hire note. We will issue this once the Storage Facilities have been returned into our control and any repairs, cleaning or disposals for which you are responsible have been carried out. You shall be responsible for paying Rentals up to the date of issue of the off hire note.
31. We may sell or dispose of any valuables, objects or other items, which you have not removed from the Storage Facilities on termination of this Contract and their return to us. We shall also have both a general and a particular lien on all items in our possession in respect of all sums you owe us at any given time. We may apply the proceeds firstly towards the cost and expense of the sale or disposal and then towards the payment of any sums you owe us. We shall pay you the balance (if any), which remains following the sale and exercise of such lien and the application of any proceeds towards payment of any sums you owe us. You shall indemnify us against all actions, proceedings, costs and claims whatsoever, and whether in contract or in tort, arising out of our sale or disposal of any such items.
32. We may at any time assign the benefit of this Contract. Where you are dealing as a consumer within the meaning of Section 12 of the Unfair Contract Terms Act 1977, we will only assign the benefit of this Contract where this does not detrimentally affect your rights under it. This Contract is personal to you and you may not transfer your obligations or benefits under it. Where there is more than one of you, each of you is jointly and severally responsible for performance of this Contract.
33. We are a data controller for the purposes of the Data Protection Act 1998. Any personal data you provide us will be used for the performance and enforcement of this Contract. Where you are not an individual, you confirm that the data subject has been informed of our identity and use of its personal data and has consented to this. You agree that we may search your records at credit reference agencies, before we enter into this Contract.
34. Any rights conferred upon third parties by reason of the provisions of the Contracts (Rights of Third Parties) Act 1999 shall be excluded.#
35. No waiver by us of any breach of this Contract by you shall be considered as a waiver of any subsequent breach of the same or any other provision.
36. If any provision of this Contract is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of this Contract and the remainder of the provision in question shall not be affected.
37. Any notice required or permitted to be given by either you or us to the other under this Contract shall be in writing addressed to that other party at its registered office or principal place of business, or such other address as may at the relevant time have been notified pursuant to this clause to the party giving the notice.
38. All references in these Conditions to further details appearing "your rental agreement" shall, in the absence of such details appearing attached to these Conditions, be construed as a reference to such details as are contained in our quotation to you for the Storage Facilities (as the case may be) or as are otherwise agreed in writing.
39. This Contract contains the whole agreement between you and us in respect of its subject matter and supersedes any previous written or oral agreement between you and us relating to it. It is governed by and construed in accordance with English law and you and we agree to submit to the exclusive jurisdiction of the courts of England and Wales.