

Please read this entire document and especially see:

- **Section 12, 13 for secure gates policy and 'out of hours' policy.**
- **Section 2 for notice period, security deposit and Rental payment refunds.**
- **Sections 17, 18, 20 for prohibited items and customer care of Storage Facilities, including section 18 for Self Storage Insurance**
- **Section 19 for appropriate Self Parking.**
- **Sections 16, 30 for lost keys.**

1. We are licensing you to use the numbered Self Storage unit(s) as described in this 'contract', which is your Self Storage Agreement (Rental Agreement) and the defined area of land occupied by it ("Storage Facilities") or to the use of numbered Bay(s) or defined yard Space(s) as defined in your Self Parking Storage Agreement (Rental 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. For the purpose of this agreement, all references to 'Self Storage' or 'Storage Facilities' or 'Rental Agreement' include Self Storage and Self Parking in every context and without exception except where specified. The words 'us' and 'we' refer to MyBox Self Storage Ltd and its authorised representatives.
2. The minimum period of hire for Self Storage Unit is 28 days and Self Parking is 56 days unless agreed in advance in writing between you the consumer or business and an authorised representative of Mybox Storage Ltd. There is no maximum period for Self Storage or Self parking. Your Rental Agreement may or may not detail an 'estimated' Self Storage period but this term is not part of this contract. Following the minimum 28 day term, we require from you notice in writing of no more than 7 days, in order to terminate your contract. If you continue to occupy the Storage Facilities after expiration of the 7 day written notice period, you will be fully liable for any rent due and all terms of this contract will remain in full effect. For Self Storage Unit customers, following your minimum Rental term of 28 days and once we have taken a second 28 day payment and we have received 7 days written notice from you, we will refund any 'unused' rent from that payment, to the next full week. Any unused rent will be used to pay us any money you owe to us, prior to any refund being settled. These part-refunds do not apply to Self Parking Customers where no part-refunds are given.
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 MyBox Self Storage Ltd.
4. No binding contract shall exist, until you have signed this Self Storage Agreement (Rental Agreement), or upon your occupation of the Storage Facilities, whichever is the sooner. In these Conditions, "Contract" means the contract entered into in accordance with this clause. This Rental Agreement details the terms of your contract.
5. You may not cancel or change this contract 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, with the sole exception being Business Rates. The liability for any Business Rates on the Rentals is the responsibility of the MyBox Storage Ltd consumer or business customer and will usually result in a zero cost rating to the consumer or business customer. Where there is an exception to this and a Business Rate liability is due, Mybox Storage Ltd will not invoice this within its normal monthly invoice but will supply your details to the relevant Rates Authority as requested, and they will contact you directly for settlement. 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, via direct debit or debit card, whichever method we decide, unless we have agreed in writing 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 to us by post are at your own risk. The rental rate includes VAT, which you shall pay in addition to and at same time you pay the Rentals. We do not accept cash. Debit cards are subject to a 1.5% transaction fee with each payment. Credit cards are subject to a 2.5% transaction fee with each payment.
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. If any payment is late at any point whilst this Rental Agreement is in effect, we reserve the right to remove your access rights to our site(s) and lock your Self Storage Unit(s) or Self Storage Bay(s) or Spaces(s) or items within those bays or spaces and to do so without notice and to do so until your debt to us is paid in full. See section 31 for seizure of items for payment. On all occasions we shall act reasonably with the information available and seek to reach an agreed resolution with you prior to restriction of access or seizure of goods. 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 and this Rental Agreement.
9. You shall inspect the 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 any other issues, 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 nine, we will, at our option, either replace or repair the Storage Facilities at no charge to you and shall then have no further liability to you.
11. The Storage Facilities remain our property at all times and you have no rights in them apart from as set out in these Conditions in this Rental Agreement. 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 safekeeping of the Storage Facilities from the time of your occupation to the time the occupation of the Storage Facilities terminates under this Rental Agreement. You are responsible for maintaining site security procedures in order to maintain safe and secure sites for all customers. Upon completion of this Rental Agreement, you will be issued with site gate Access Control Code(s), or Padlock Codes or both. It is your responsibility to keep these codes secure. It is your responsibility to keep gates closed and locked. Please close and lock all gates behind you as you enter and exit the site. Under no circumstances should gates ever be left open or unlocked. Padlocks should be applied at all times and the codes scrambled. For what we reasonably deem at the time to be repeated failures of this condition by a customer or their representatives or both, we reserve the right to levy a £50 management / site call-out fee and / or to give notice to terminate this Rental Agreement under the terms outlined within this Rental Agreement.
13. Our sites operate 24/7 and upon completion of this Rental Agreement you may be issued with an 'out of hours' password. The applicable times for 'out of hours' may vary site to site and you will be advised at the time. When at tending a site during the applicable 'out of hours' window, you must telephone our Security Provider (telephone number on site gates) before you enter the site and provide your password to the Security Provider. Our sites have remotely monitored CCTV and external intruder alarm systems and failure to do this can result in the Security Provider sending Security Personnel to site or contacting the police for an emergency response. For what we reasonably deem to be repeated breaches of this policy, we reserve the right to levy a £100 management / site call-out fee plus vat at the prevailing rate, against you and / or to give you notice to terminate this Rental Agreement under the terms outlined within this Rental Agreement.
14. You shall not make any alterations or modifications to the Storage Facilities, nor remove any parts of them, nor attach anything to their walls, floors or ceilings or vents or doors, or any other part, without our prior written consent from us. 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.
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 are responsible for the safekeeping of any keys issued to you upon commencement of this Rental Agreement and during the period this Rental Agreement remains in effect. Loss of MyBox keys during your occupation of the Storage Facilities or failure to return keys upon termination of this Rental Agreement will result in forfeiture of your Security Deposit. If you lose a key or keys during your occupation of the Storage Facilities, new keys or new locks will be ordered, whichever is deemed to be reasonable and appropriate in the circumstances and you will be required to pay a new Security Deposit against the new key or new keys. If you lose a key and require a MyBOX staff site callout to facilitate access to your Storage Facilities, you will be charged £50 plus vat at the prevailing rate to cover the cost of this callout. If you require a locksmith callout then you will be charged the locksmiths fee at cost plus a £50 plus vat at the prevailing rate management fee.
17. You shall not use the Storage Facilities for anything other than Self Storage. You shall not store in them any corrosive, hazardous, explosive, inflammable, combustible, toxic, dangerous, odour-emitting, illegal or perishable goods, nor any livestock. No Offroad or Motocross or Dirt or Quad bikes shall be stored, unless with our express written permission in advance of bringing those items onto site. For the avoidance of doubt, we accept no responsibility whatsoever



- for any loss, damage or theft to any material or equipment or item used on or with or stored in the Storage Facilities, or whilst you are in a MyBox site, (including, by way of example, items described as heirlooms, jewellery, works of art or similar).
18. We do not insure any customer items or offer any warranty on those items of any sort. We would recommend that you take out independent 'Self Storage Insurance' in your name and whilst there are numerous providers, Insurastore.com is one that is available. We do not benefit in any way whatsoever from suggesting Insurastore.com and we bear no responsibility whatsoever from any dealings you may have with them or any other insurance provider, including policy decisions, claims and disagreements.
 19. Throughout the duration of your use of the Storage Facilities under this Rental Agreement, you shall use the space detailed within this agreement. For Self Storage this is the space inside your Self Storage Unit(s). For Self Parking this is the Parking Bay(s) or Space(s). No items shall be stored outside of these Storage Facilities without our express written consent and we reserve the right to immediately remove and dispose of any such items identified, without notice and you agree to indemnify us in this act and any and all further consequences. For items stored outside of Self Storage Units, we will charge you the cost of professional clearance fees plus an Administration Management fee of £100 plus vat at the prevailing rate. For Self Parking you agree to always store your item(s) within the allocated bay(s) or space(s) and to maintain equal space either side of your item(s) so as not to cause obstruction or nuisance or damage to other customers' items. We reserve the right, subject to what we deem at the time to be repeated breaches, of this part of the Self Parking Agreement, to levy an Administration Management fee against you of £50 plus vat at the prevailing rate, to cover the cost of site call-outs and management time, in dealing with your failure to store your items in an appropriate manner within your allocated bay(s) and or space(s). These same management fees may be levied more than once, subject to repeated and continued breaches of this part of this Rental Agreement. For Self Parking customers, if you find that another customer has parked their item(s) in a manner that impedes, obstructs or prevents your use of your allocated bay(s) or space(s), please immediately contact us so we may help rectify the situation. You must not park your item(s) in any other bay(s) or space(s) that are not allocated to you, even if they are empty at the time. If you are unable to use your allocated bay(s) or space(s) then immediately report the matter to us and we will guide you where to park your item(s).
 20. 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.
 21. You shall permit us access to the Storage Facilities at all times to inspect, repair, remove or, if you are 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.
 22. Except where we give you express warranties in writing or where warranties are given elsewhere in these Conditions in this Rental Agreement, 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.
 23. 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.
 24. 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.
 25. 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.
 26. Except as expressly provided in these Conditions in this Rental Agreement, 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 lower.
 27. 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, along with the lock and key(s) but we may apply such deposit to any other amounts owed to us by you.
 28. Notwithstanding anything contained in these Conditions in this Rental Agreement, 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.
 29. We may immediately end this Contract (and immediately collect any payment you owe to us, by you using the payment details you have provided to us or by any method open to us) if you do not pay any Rental for Storage Facilities immediately when due, or if you commit any other breach of this Contract and in the case of those other breaches 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.
 30. When this Contract terminates, you shall surrender the Storage Facilities to us in good condition. All keys given to you at the start or during of this Rental Agreement or during the period of this Rental Agreement must be returned to us at the time you vacate the Storage Facilities and deposited in the manner shown to you upon commencement of the Rental Agreement. Failure to return keys will result in the forfeit of your Security Deposit. Storage Facilities must not be returned with any hazardous material or any other items in them and should be reasonably clean. You shall be liable for the professional cost, plus an administration management fee of £100 plus vat at the prevailing rate, for 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 the Storage Facilities. Repairs include any remedial works required to return the Storage Facilities to their condition and state of repair when you took possession of them under this Rental Agreement. This can include replacement of the Storage Facilities in part or in whole, as required. Reasonable and fair wear and tear and damage resulting from inherent defects is excluded. The date of termination of your contract shall be the date the Storage Facilities have been returned into our control and any repairs, replacement, cleaning or disposals for which you are responsible have been completed. You shall be responsible for paying Rentals on the Storage Facilities up to this date.
 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 the return of the Storage Facilities 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. 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.
 36. 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.
 37. All references in these Conditions to further details appearing in "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.
 38. 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.
 39. Any calls to or from MyBOX Storage may be recorded for security or training purposes.