

Terms and Conditions of a Licence to Store Goods

1. Definitions: In these terms and conditions, the following words have the following meanings:

Access Hours:	As advertised on site.
This Agreement:	These terms and conditions and information set out overleaf.
Commencement Date:	The date specified overleaf.
Deposit:	The amount specified overleaf. (If taken)
Due Date:	The date specified overleaf and the corresponding date in each period specified overleaf, 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 overleaf which does not include VAT unless stated otherwise, which shall also be paid by you where it is or becomes applicable.
Other Charges	Our fees for the sale of general merchandise, transportation or any other services and any VAT payable that may be incurred by You from time to time.
Prompt Payment	In respect of payment of each and every sum due under this Agreement, payment on the Due Date or within two working days afterwards, and in respect of any sum being due under any other agreement between You and Us, payment within seven days of that sum being demanded in writing
Site	The premises on which the Unit is situated
Termination Date	The date specified overleaf or the date of termination of this Agreement in accordance with Condition 1.
Unit	The storage unit specified overleaf or any alternative storage unit we may specify under condition 2.
We, Us, Our	The storage provider named overleaf
You, Your	The customer named overleaf

1. So long as Our Fees are paid up to date, We licence You to use the Unit for the storage of Goods in the Unit in accordance with this Agreement from the Commencement Date until the Agreement is terminated by either party on the giving of 14 days' notice in writing.

2. This Licence shall not confer on You any right to exclusive possession of the Unit. We may at any time by giving You fourteen 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.

2.1. If You do not arrange the removal of Goods to the alternative unit by the date specified in our notice, we and our agents and contractors may enter the Unit and do so. In doing so, we and our agents and contractors will act on Your behalf and the removal will be at Your risk (except for loss or damage caused wilfully or negligently by us and our agents and contractors, subject to the aggregate limit of our liability contained in condition 11).

3. Access to the site is permitted between the hours of 7.00a.m. and 7.00 p.m. Monday – Sunday with access at any other time by prior arrangement only. We will try to provide advance warning of changes in Access Hours by notices on Site, but we reserve the right to change Access Hours to other reasonable access times at any time without giving any prior notice.

3.1. We may refuse You or your agents access at any time if we consider in our sole discretion that the safety of any person on the Site, or the security of the Site, Unit or its contents, or other units or their contents will be put at risk.

3.2. Animals are not permitted within the building except service dogs.

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 or for looking after Your key.

4.1. Customers using outside containers must use the container lock box and provide the specialist compatible drop-bolt padlock required.

5. You will permit Us and our agents and contractors 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 maintenance and alterations to it or any other unit or part of the Site;

5.2. at any time without notifying You:-

5.2.1. if We reasonably believe that the Unit contains any items described in Condition 7 or is being used in breach of Condition 8;

5.2.2. if We are required to do so by the Police, Fire Services, Local Authority, Court Order or for any purpose necessary in an emergency;

5.2.3. to obtain access in accordance with Conditions 2 and 15;

5.2.4. to prevent injury or damage to persons or property.

6. You warrant that any goods stored in the Unit from time to time are Your own property or that the person who owns the goods has given You authority to store the goods in the Unit under the terms and conditions in this agreement and that You are acting as their agent. You indemnify Us against any loss or damage suffered as a result of a breach of this warrant, to include any reasonably incurred legal fees arising from any action taken by any person who owns or has an interest in the goods.

7. You must not store (and You must not allow any other person to store) any of the following in the Unit;

7.1. Food or perishable goods unless securely packed so that they are protected from and do not attract vermin; birds, fish, animals or any other living creatures; combustible or flammable materials or liquids such as gas, paint, petrol, oil or cleaning solvents; firearms, explosives, weapons or ammunition; chemicals, radioactive materials, biological agents; toxic waste, asbestos or other materials of a potentially dangerous nature; any item which emits any fumes, smell or odour; any illegal substances, illegal items or goods illegally obtained; compressed gases.

7.2. Goods in an outside unit that could be prone to moisture damage. Outside storage units are subject to extremes in temperature and as such may on occasion be prone to condensation within the container.

8. You must not (and You must not allow any other person to):-

8.1. use the Unit in a way which may be a nuisance to Us or the users of any other unit;

8.2. do anything on the Site or in the Unit which may invalidate any of our insurance policies or those of other unit users or increase the premiums payable on them;

8.3. use the Unit as offices or living accommodation or as a home or business address;

8.4. 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;

8.5. connect or provide any utilities or services to the Unit;

8.6. affix anything to the floor, walls, ceiling of the unit or make any alteration to the Unit;

8.7. consume food or drink anywhere within the building.

9. You must (and You will ensure that anyone authorised by You must):-

9.1. 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 persons on the Site;

9.2. notify Us immediately of any damage caused by You to the site, property, its facilities or the Unit, and agree to make payment for the cost of repair or replacement for any damage caused;

9.3. comply with the reasonable directions of any of our employees.

10. You agree to provide Us with an inventory of the goods in the Storage Unit upon request.

11. We do not insure the Goods.

11.1. Storage of Goods in the Unit is at Your sole risk.

11.2. You warrant to us as follows:

11.2.1. that prior to bringing the Goods onto the Site You have insured or will insure 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;

11.2.2. 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.

11.3. We do not give any advice concerning such insurance and it is for You to make your own judgement whether such insurance is appropriate to cover the Goods and risks to them.

11.4. We exclude all liability in respect of loss or damage relating to Your business, if any, including consequential loss, lost profits or business interruption, and all liability in respect of loss damage to the Goods caused by Normal Perils, including as a result of negligence by Us, our agents and/or employees above the sum of £100 which we consider to be the normal excess on a standard household insurance policy whether or not that policy would cover the Goods.

11.5. Normal Perils in this Condition mean loss of or damage to Goods caused by fire, lightning, explosion, earthquake, aircraft, storm, flood, bursting &/or leaking pipes, moth, insect or vermin, theft accompanied by forcible and violent entry or exit, riot, strike, civil commotion, malicious damage, and impact by vehicles.

11.6. You warrant that:

11.6.1. You have written overleaf the true total value of all the Goods;

11.6.2. the aggregate value of the Goods stored in the Unit from time to time will not exceed that value; and

11.6.3. this warranty is repeated by You to Us at each Due Date.

12. We do not exclude liability for physical injury to or the death of any person and which is a direct result of our negligence or willful default or that of our agents and/or employees.

12.1. 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, lock-out, 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, vermin infestation or any other living creature or entry into any unit including the Unit or the Site by, or arrest or seizure or confiscation of Goods by competent authorities.

13. Our fee is to be paid by You calendar monthly in advance on the Due Date. We require one month's rental and also (on a pro-rata basis) any additional days after the 20th of the calendar month until the end of that same month to be payable in advance. Minimum storage period is 14 days.

13.1. We reserve the right to charge a fixed late payment administration charge of £30 per week or part of a week and interest at 5% above the base rate of Lloyds Bank PLC on the balance outstanding over the period until full payment is made.

13.2. Additionally, on each occasion any cheque is dishonoured, at our option, You must pay Us an administrative charge of £12.

14. We may alter the storage fee at any time on the giving of 28 days' notice.

14.1. Any discounted fee agreed is conditional on and subject to prompt payment on the due date. We reserve the right to remove the discount in the event of late payment.

15. You must pay Us the Deposit (if requested) on your signature of this Agreement. The Deposit will be returned to You without interest after this Agreement terminates less any amount we may in our sole discretion deduct to cover:-

15.1. any breach of Condition 9.2;

15.2. any of Our Fees which have not been paid or any unpaid removal or other charges;

16. 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 or any other agreement between You and Us (in this Condition, called "Your Debt") is of the essence of this Agreement.

16.1. The terms of this Condition are additional to and without prejudice to all or any rights we may have at common law or otherwise.

16.2. In default of Prompt Payment of Your Debt,

16.2.1. we will take steps to contact you as a reminder;

16.2.2. we may give 7 days' notice of termination of this Agreement;

16.2.3. we are relieved of any duty howsoever arising in respect of the Goods; and

16.2.4. the Goods are held solely at Your risk and We shall be able to immediately exercise the lien described below.

16.3. We have a lien over the Goods for Your Debt until any due payment is made, and after this lien becomes exercisable by Us, the following Conditions shall apply:-

16.4. In default of Prompt Payment of Your Debt, You authorise us:-

16.4.1. to refuse You and your agents access to the Goods, the Unit and the Site;

16.4.2. to enter the Unit and inspect and remove the Goods to another Unit or Site;

16.4.3. to hold onto and/or ultimately dispose of some or all of the Goods.

16.5. In the event that Your Debt is not paid promptly or You fail to collect the Goods after we have required You to collect them or upon expiry or termination of this Agreement, we may, subject to clause 16.6, sell the Goods and pass all ownership to them and use the proceeds of sale to pay first the costs incurred by Us in the sale and removal, and secondly in paying Your Debt and to hold any balance for You.

16.6. Before We sell the Goods, We will give You notice in writing by registered or recorded delivery directing You to pay and that in default of payment within 28 days after the date of the notice, we will sell the Goods. We do not agree to give You any further notice of any intended sale.

16.7. 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 sale.

16.8. If the Goods cannot reasonably and economically be sold (for any reason whatsoever), or they remain unsold despite our efforts, You authorise Us to treat them as abandoned by You and to destroy or otherwise dispose of them at your cost.

17. This Agreement shall expire on the Termination Date or as described in Condition 1.

18. Immediately on the Termination Date, You must remove all 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 costs of cleaning the Unit or disposing of any 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. We may treat Goods remaining in the Unit after the Termination Date as abandoned and may dispose of them in accordance with Condition 16.5 and 16.6.

19. The Licence Fees will be apportioned on a daily basis for any period of less than the charge period. Where any payments are still outstanding from You, You must pay Us in full before We will release the Goods to You.

20. Any delay by Us in exercising 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

21. 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.

22. 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.

23. You agree that it is not the intent of this Agreement to confer any rights on any third parties by virtue of this Agreement and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

24. This Agreement shall be governed by English law and You and We submit to the exclusive jurisdiction of the English courts.

25. This Agreement shall not create a tenancy or lease or constitute us as bailees of Goods.

26. Where You are two or more persons your obligations under this Agreement shall be obligations of each of You separately.

27. Any notice given under this Agreement must be given in writing or via email.

27.1. If given by Us shall be addressed to You and posted or emailed to Your address or email address contained on Page 1 of the Licence or your subsequent nominated addresses and the date of service shall be deemed to be the date on the face of the actual notice.

27.2. If given by You, it must be addressed to Us and served on the Store Manager located at the Store address shown in this Licence or emailed to the Store Manager at the store.

28. You agree to notify Us of any changes to your contact details without undue delay.