

Definitions

- 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 overleaf
 - Commencement Date;** the date specified overleaf
 - Deposit;** the amount specified overleaf
 - 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 or any other date as referred to herein.
 - The Goods;** anything you store in the Unit at any time during this Agreement
 - Insurance Option;** The obtaining of insurance for the Goods by us under Condition 21A
 - Our Fees;** the amount specified overleaf which does not include VAT, which shall also be paid by you to Us where applicable.
 - Prompt Payment;** In respect of payment of each and every sum due under this Agreement, payment on the Due Date
 - 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 25 or 26
 - Unit;** the storage unit specified overleaf or any alternative storage unit we may specify under Condition 11
 - We, us, our;** the storage provider named overleaf
 - You, your;** the customer named overleaf
- Right to Occupy**
 - So long as Our Fees are paid up to date, we license You but no other person
 - 2.1 to use the Unit for the storage of Goods in the Unit in accordance with this Agreement; 2.2 to have access to the Unit during the Access Hours only for the purposes of depositing, removing, substituting or inspecting the Goods and your regular inspection of the Unit for damage or unsuitability for the Goods. No access to the Unit will be permitted for any other purposes or outside Access Hours. We reserve the right to change the Access Hours to other reasonable access times at any time without giving any prior notice.
 - Access by you or your agents**
 3. 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 of units on the Site. You may withdraw any authorisation at any time but the withdrawal will not be effective until we receive notice in writing. We do not 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) and 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 consider in our sole discretion 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.
- Security**
 4. You are responsible for providing a secure padlock for the Unit and You must ensure that the Unit is locked and secure from unauthorised entry at all times.
 - 4.1 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 and if You do so, You do so at your own risk whether or not any such person is our employee or agent. We do not accept any liability for any person including our employee or agent holding your key and having access to your Unit and any such person acts as your agent only.
 - Deliveries and collections**
 5. If you require us to accept deliveries or hold goods for collection on your behalf you will indemnify the company and its employees for any loss or shortages therefrom.
 - Access by us or our agents**
 6. You will permit us and our agents and contractors to enter the Unit and if necessary we may break the lock to gain entry:-
 - 6.1 if we give you not less than seven days' notice so that we may inspect the Unit or carry out maintenance or alterations to it or to another unit or part of the Site;
 - 6.2 at any time without notifying You:-
 - 6.2.1 if we reasonably believe that the Unit contains any items described in Condition 8 or is being used in breach of Condition 9 or such entry is effected incidentally to the exercise of our powers pursuant to Condition 18;
 - 6.2.2 if we are required to do so by the Police, Fire Services, Local Authority or by a Court Order;
 - 6.2.3 for any purpose including that in Condition 6.1, if we believe it is necessary in an emergency;
 - 6.2.4 to obtain access in accordance with Conditions 11 and 18;
 - 6.2.5 to prevent injury or damage to persons or property; or
 - 6.2.6 for the purpose of ascertaining whether the Unit contains any items described in Condition 8 or 9 or 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.
 - Ownership**
 7. You warrant that You have full knowledge of the Goods in the Unit and warrant that You are either the owners of the Goods and/or are entitled to deal with them in accordance with the terms of this Agreement as agent for the owner. You agree to indemnify us against all costs claims loss damage or costs incurred as a result of a breach of this warranty.
 - Prohibited goods**
 8. We reserve the right to, refuse You the right to store any Goods or require You to collect any Goods from the Unit if in our opinion the safety of any person on the Site, or the security of the Unit or its contents, or other units or their contents could be at risk by the storage or continued storage of any such Goods.
 9. You must not store or allow anyone to store any of the following in the Unit:-
 - 9.1 food or perishable goods unless securely packed so that they are protected from and do not attract vermin;
 - 9.2 any living creature;
 - 9.3 combustible or flammable materials or liquids such as gas, paint, petrol, oil or cleaning solvents;
 - 9.4 firearms, explosives, weapons or ammunition;
 - 9.5 chemicals, radioactive materials, biological agents;
 - 9.6 toxic waste, asbestos or other materials of a potentially dangerous nature;
 - 9.7 any item which emits any fumes, smell or odour;
 - 9.8 any illegal substances, illegal items or goods illegally obtained;
 - 9.9 compressed gases.
 - Use of the unit and site**
 10. You must not (and You must not allow any other person to):-
 - 10.1 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;
 - 10.2 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;
 - 10.3 use the Unit as offices or living accommodation and not use the address of the Site or the Unit for receiving or sending mail;
 - 10.4 spray paint or do any mechanical work of any kind in the Unit;
 - 10.5 attach anything to the internal or external surfaces of the Unit or make any alteration to the Unit;
 - 10.6 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;
 - 10.7 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 (at our option) repair, restore or replace such damage or item or reimburse the costs of making necessary repairs, restoration or replacement or make proper compensation;
 - 10.8 cause any obstruction or undue hindrance on any 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.
 - 10.9 connect or provide any utilities or services to the Unit unless authorised in advance in writing by us.
 11. You must (and You shall procure that your agents must):-
 - 11.1 use reasonable care when on the Site or in the Unit and take all reasonable care in respect of the Unit and Site;
 - 11.2 inform us immediately of any damage or defect to the Unit;
 - 11.3 comply with the reasonable directions of any of our employees, agents and contractors at the Site and any further regulations for the use safety and security of the Unit and the Site which we may issue from time to time.
 12. This Agreement shall not confer on You any right to exclusive possession of the Unit.
 - 12.1 We may at any time by giving You seven days' written notice require You to remove the Goods from the Unit to another unit or units specified by us which shall not be smaller than the current Unit.
 - 12.2 The cost of removal will be at the customer's expense.
 - 12.3 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 as your agent 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 21).
 - 12.4 If the Goods are moved to an alternative unit, this Agreement may be varied by the substitution of the alternative unit number but shall otherwise continue in full force and effect and Our Fees at the current published rate will continue to apply to your use of the alternative unit.
 - Licence fees**
 13. You must pay Our Fees for the minimum period of storage on signature of this Agreement and thereafter must pay Our Fees on the Due Date.
 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 after our written notice is given to you.
 15. If you do not pay Our Fees on the Due Date, You will immediately become liable to pay a late payment charge which is the larger of 10 per cent of Our Fees or £10 for each period of two weeks or any part of it that Our Fees (including any late charges or other charges) remain unpaid after the Due Date.
 16. Additionally, on each occasion any cheque is dishonoured, at our Option You must pay us an administrative charge of £15.
 - Deposit**
 17. You must pay the Deposit on the date of Agreement. The Deposit will be returned to You (without interest) after this Agreement terminates less any amount which in our sole discretion we deduct to cover:-
 - 17.1 any breach of Condition 10.7;
 - 17.2 any of Our Fees which have not been paid or any unpaid removal or other charges; or
 - 17.3 any other obligation to us that You have not performed.
 - Non payment of fees**
 18. The Prompt Payment of all sums due under this Agreement (including interest) whether invoiced or not or any other agreement between You and us ("Your Debt") is of the essence of this Agreement.
 - 18.1 These provisions are additional to and without prejudice to all or any rights we may have at common law or otherwise.
 - 18.2 In default of Prompt Payment of Your Debt,
 - 18.2.1 Subject to Condition 21A, if applicable, we are relieved of any duty whatsoever arising in respect of the Goods; and
 - 18.2.2 the Goods are held solely at Your risk and we shall be able to immediately exercise the lien described below.
 - 18.3 We have a lien over the Goods for Your Debt until payment of Your Debt in full has been received by us in cash or cleared funds and after this lien becomes exercisable by us, the following Conditions shall apply.
 - 18.4 You shall pay us fees and charges at the same rates as under this Agreement and if this Agreement has been terminated, the relevant rate at which such fees and charges will be payable by You will be the rate which was payable immediately prior to termination; and
 - 18.5 In default of Prompt Payment of Your Debt, You authorise us:-
 - 18.5.1 to refuse You and your agents access to the Goods, the Unit and the Site;
 - 18.5.2 to enter the Unit and inspect and remove the Goods to another unit or site;
 - 18.5.3 to hold onto and/or ultimately dispose of some or all of the Goods.
 - 18.6 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 Condition 18.8, 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. Interest will not accrue to You on the balance.
 - 18.7 If the proceeds of sale are insufficient to discharge all or any part of the costs of sale incurred by us and Your Debt, You must pay any balance outstanding to us within 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 Your Debt until payment has been made in full.
 - 18.8 Before we sell the Goods, we will give You notice in writing by registered or recorded delivery post at your address overleaf or any address in England and Wales notified by You to us in writing prior to our notice, specifying any particulars that we have of the Goods, the amount of Your Debt at the date of the notice (and, in our sole discretion, specifying any amount by which Your Debt is increasing after the date of that notice) and directing You to pay and that in default of payment within two months 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.
 - 18.9 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 costs of sale.
 - 18.10 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.
 - Suitability**
 19. Because the nature and type of goods being stored by You from time to time is entirely within your discretion (subject to Condition 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 warrant or 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.
 20. In the event that You do not pay Your Debt, the Goods are left in the Unit at your sole risk. We exclude any liability in respect of the Goods when payment of Our Fees or charges is overdue and exclude any duty of care whatsoever arising.
 - Self insurance**
 21. Unless Condition 21A applies we do not insure the Goods.
 - 21.1 Storage of Goods in the Unit is at your sole risk.
 - 21.2 Subject to Condition 21A You warrant to us as follows:
 - 21.2.1 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; and
 - 21.2.2 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.
 - 21.3 We exclude 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 or 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 £50 which we consider to be the normal excess on a standard household insurance policy whether or not that policy would cover the Goods
 - 21.4 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, theft accompanied by forcible and violent entry or exit, riot, strike, civil commotion, malicious damage, and impact by vehicles.
 - 21.5 You warrant that:
 - 21.5.1 You have stated in writing to us the true total value of all the Goods
 - 21.5.2 the aggregate value of the Goods stored in the Unit from time to time will not exceed that value; and this warranty is repeated by You to us at each Due Date.
 - Insurance Option**
 - 21A This Condition applies only if You have accepted the Insurance Option. In that event, the following provisions of this Condition 22 shall maintain:
 - 21A.1 We shall take liability in respect of loss or damage to the Goods in the amount specified by you as the replacement value of the Goods overleaf.
 - 21A.2 If loss or damage occurs to the Goods which result in a claim under such insurance cover, we shall notify the insurer promptly of the claim and in any event within 2 business days of receipt from you of a written direction to notify a claim in the form set out in the Schedule. For the purposes of processing any such claim You shall provide us, the insurer or any agent of the insurer with such information and assistance as may reasonably be required in relation to the claim. We will also provide to you similar information and assistance as reasonably required. We will send to you a copy of all correspondence with the insurer or any agent of the insurer relating to the claim (including the notification).
 - 21A.3 In the event that we make a claim we shall pay or arrange for payment to You that part of any proceeds of such claim made by us which relates to such damage or loss to the Goods after deduction of any outstanding sums due to us from you. For the avoidance of doubt, You acknowledge that our liability in respect of any claim is restricted to the payment to You of whatever sums are recovered.
 - 21A.4 We do not give you any advice concerning the insurance cover referred to in Condition 21A.1 and it is for you to make your own judgement whether such insurance is appropriate to cover the Goods and risks to them.
 - 21A.5 If this Condition 21A applies then Condition 21.1 of the Agreement shall not apply.
 - 21A.6 Nothing in this Condition 21A shall make us Your agent.
 - Exclusion of liability**
 22. Save as otherwise provided herein Our liability to You is limited to the fullest extent possible by law.
 23. You will indemnify us against all claims, demands, liabilities, damages, costs and expenses incurred by us or by any of our servants, agents or other unit users or persons on the Site which arise out of the use of the Unit or the Site by You or any of our servants, agents or invitees or arise out of the breach of this Agreement by You.
 - Force Majeur**
 24. In respect of circumstances outside our reasonable control we shall have no liability or be considered to be in breach of this Agreement if we are unable or fail to perform any of Our obligations under this Agreement or any resulting loss or damage. 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**
 25. This Agreement shall expire on the Termination Date or when:
 26. Either You or we terminate this Agreement:-
 - 26.1 by us giving you not less than fourteen days' written notice and you giving not less than 3 working days notice to us;
 - 26.2 immediately by giving written notice to the other if it commits a serious breach of any term of this Agreement and (in the case of a breach capable of being remedied) shall have failed within 15 days after service of a notice to do so to remedy the breach. Serious breach includes a failure by You to pay all Our Fees and other charges due to us under this Agreement. The Termination Date shall be 14 days after the date the notice is effectively served on You in accordance with Condition 26.1;
 - 26.3 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 whatsoever 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 18 and 18.8.
 28. 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 as if the balance were a Deposit under Condition 17. No interest will accrue
 29. You agree to examine the Goods carefully upon removing them from the Unit and must tell us about any loss or damage to the Goods as soon as is reasonably possible after doing so.
 - General**
 30. 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.
 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.
 32. This Agreement can only be varied in writing and signed by one of our directors. None of our other employees or agents has authority to vary this Agreement on our behalf whether orally or in writing or to make any representation of fact that is or may be inconsistent with the terms of this Agreement.
 33. 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 and a breach of this Condition is a serious breach under Condition 26.2.
 34. 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.
 35. This Agreement shall be governed by English law and You and we submit to the exclusive jurisdiction of the English courts.
 36. This Agreement shall not create a tenancy or constitute us as bailees of Goods.
 37. Where You are two or more persons your obligations under this Agreement shall be obligations of each of you separately.
 38. 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 overleaf or any other address in England which You have previously notified to us in writing. Any notice to You will also be sent to your own address (whether or not it differs from 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 overleaf. A notice will be served at the time of personal delivery or forty-eight hours after it has been placed in the post.
 39. You consent to our use of the information given by You, including your personal information, for marketing and other purposes and You consent to us passing such information to other persons and companies for them to use for marketing or other purposes.
 40. Before taking any court proceedings for anything arising out of this Agreement (apart from emergency court proceedings), the complaining party shall inform the other person in writing of the dispute in as much detail as possible and You and we agree to try informal conciliation within twenty business days of the notice of the dispute. If the dispute cannot be resolved, You and we agree to use the Centre for Alternative Dispute Solution to try to resolve the dispute amicably by using an Alternative Dispute Resolution procedure before taking any other step. If the dispute is not resolved to mutual satisfaction within 90 days after notice of the dispute has been given, You or we may submit the dispute to the Court. This Condition does not affect the right of either You or us to terminate this Agreement.