

# TERMS & CONDITIONS



# Terms and Conditions

## 1. 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 Agreement;

**Business Day:** a day other than Saturday, Sunday or Public Holiday;

**Commencement Date:** the date specified in the Storage Agreement;

**Clause:** means a numbered clause here after appearing;

**Deposit:** the amount specified in the Storage Agreement (if any) which will be collected and held by Us, as security for Your performance of Your obligations under This Agreement;

**Due Date:** the date specified in the Storage Agreement and corresponding date in each period specified in the Storage Agreement or the previous Business Day if the Due Date falls on a Saturday, Sunday or Public Holiday;

**The Property:** anything You store in the Unit at any time during this Agreement;

**Our Fees:** the rental rate specified in the Storage Agreement which does not include VAT, which shall also be paid by You where it is or becomes applicable;

**Insurance Costs:** where a policy of insurance has been arranged by Us, the amount specified in the Storage Agreement is made up of premium paid to the Underwriter, Insurance Premium Tax and Our administrative costs. These costs are summarised in the Confirmation of Insurance;

**Premium:** where a policy of insurance has been arranged on Your behalf by Us, the Premium is the amount payable by You in respect of such policy of insurance, which We will collect as agent for and on behalf of the Insurer;

**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:** date of termination of the Storage Agreement;

**Unit:** the storage unit specified in the Storage Agreement or any alternative storage unit We may specify under Clause 2;

**We, Us, Our:** the storage provider named in the Storage Agreement; and

**You, Your:** the customer named in the Storage Agreement.

## Your Rights to use the Unit

2. So long as Our Fees are paid up to date We licence You but no other person:-
  - 2.1 to use the Unit for the storage of Property and for no other reason, specifically no manufacturing, in accordance with this Agreement from the Commencement Date until this Agreement is terminated; and
  - 2.2 to have access to the Unit at any time during the access hours only for the purposes of depositing, removing, substituting or inspecting the Property and the Unit. No access to the Unit will be permitted for any other purposes 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.
  - 2.3 only You and persons authorised 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. On commencement of this Agreement, You shall provide Us with satisfactory proof of identification for both Yourself and Your agents. This is in the form of a Passport or Driving Licence, plus a current utility bill. The store staff of the Site can advise on other acceptable forms of identification. 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 crosschecking 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 or constitute Us as bailees of Property and it shall not confer upon You any right to exclusive possession of the Unit or any alternative Unit specified under Clause 11.

## Locks

4. You are responsible at all times for the safe custody of all Your keys or combination(s) to Your locks which You placed on 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 may only use one padlock to secure the Unit clasp; never multiple padlocks or any other form of lock.

## Our Rights to enter the Unit

5. You agree to allow 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 repairs, maintenance and alterations to it or any other unit 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 Clause 8 or is being used in breach of Clause 9 or such entry is effected incidental to the exercise of Our powers pursuant to Clause 17;
  - 5.2.2 if We are required to do so by the Police, Customs & Excise, Fire Services, Local Authority or by a Court Order;
  - 5.2.3 for any purpose, if We believe it is necessary in an emergency;
  - 5.2.4 to obtain access in accordance with Clauses 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 Clauses 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 Property stored in the Unit

6. You confirm that throughout this Agreement, the Property 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 Property 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 Property 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 Property 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 Property or require You to collect any Property 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 Property.

## Restrictions on the type of Property 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 items unless securely packed so that they are protected from and do not attract vermin;
  - 8.2 plants, birds, fish, animals or any other living creatures;
  - 8.3 combustible or flammable materials, gasses or liquids such as 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 Property illegally obtained;
  - 8.9 compressed gases; or
  - 8.10 any bullion, coins, money and securities;
  - 8.11 antiques and fine art, jewellery and precious stones, unless specifically agreed with Us in writing, in advance of storing such Property in the Unit.

### Things You must not do

9. You must not (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, use the address of the Site or the Unit for receiving or sending mail, or use the address as Your company registered address;
- 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;
- 9.5 connect any electrical appliances to any power supply in the Unit or on the Site generally; any such actions must receive written approval from the Store. If approved, the appliance must have been tested in accordance with current legislation and a valid copy of the certificate is to be 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. Specifically damage to gates, roller shutters, bollards or any other items. Such reimbursement will be sought through legal proceedings if not reasonably resolved. 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 Clause 13.1;
- 9.8 leave anything, particularly rubbish or unwanted items, in or cause any obstruction or undue hindrance in any passageway, stairway, service area or other part of the Site; You must at all times 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.

### 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 persons on the Site;
- 10.2 refrigeration equipment should be defrosted and along with washing machines, left dry and with the door open to allow for ventilation and prevent mould;
- 10.2.1 all mechanical equipment such as motorbikes, cars or lawnmowers must be cleaned and drained of petrol or oil and garden furniture must be clean and dry, before storing;
- 10.3 inform Us immediately of:
- 10.3.1 any change to Your personal details, specifically address, email (electronic mail) address or telephone numbers;
- 10.3.2 damage or defect to the Unit;
- 10.4 act in a socially responsible manner and observe all reasonable rules and regulations regarding Your conduct of the Site, the safety and security of the Unit and Site, Fire Regulations, Health & Safety notices, Prohibited Property 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 Property to an alternative Unit or Site

11. We may at any time by giving You seven days' written notice require You to remove the Property 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 Property 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 Property to the other Unit or at Your option, We will pay to You an amount equal to such costs or arrange removals on Your behalf. 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 Clause 23.2.

- 11.1 if We have asked You to move to an alternative Unit under Clause 11, and You have failed to move the Property when required to do so or in the case of an emergency when We may require Property to be moved without giving You any notice, You will allow Us to move the Property 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 of 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 Property under Clause 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 Property or otherwise be responsible for the Property 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 Clause 11.1, nor for the cost of its replacement, nor for any loss or damage to the Property, unless We have wilfully or negligently caused such loss or damage.
- 11.3 if the Property is moved to an alternative Unit, this Agreement will be varied by the substitution of the alternative Unit number but shall otherwise continue in full force and effect Our Fees at the rate set out in the Storage 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 Agreement.

### 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, You must pay Our Fees on the Due Date.

### Return of Monies

13. In the event that, on commencement 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 Clause 9.7;
- 13.2 any of Our Fees (together with administrative charges due under Clause 14, 15 and 17) which have not been paid or any unpaid removal or other charges, such as alarm activations or removal of waste etc;
- 13.3 any other obligation to Us that You have not performed.
- 13.4 where, upon termination of the Storage Agreement there are any monies owed by Us under this Agreement, We will refund the sum due, by cheque, to the account/ card holder of the bank/building society account or credit/ debit card from where such payments were authorised; and where monies are paid on behalf of a company the money will be payable to the company; unless otherwise notified in writing by the account / card holder.

### Our Right to alter Our 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 Clause 23.2.

### Late payment / non-payment of Our Fees

15. The prompt payment of each and every sum 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 an administrative charge for late payment of the rental fees which is either 12.5% of the full rental charge without reduction for any discount currently in place, or £12 whichever sum is greater.
- 15.2 we may immediately, without notice to You, withdraw any further discounts, or financial benefits or business services (where appropriate) agreed to be granted by Us to You;
- 15.3 if payment is not forthcoming Your agreement may be terminated and a further £100 administration charge and £20.00 collection charge will be added to your account.
- 15.4 we are entitled to continue to charge You, and You shall pay Us, fees and charges at the same rates as under this Agreement from the date Your Debt becomes due until payment is made in full or the Property is sold or disposed of, see Clause 17.
- 15.5 in addition to Our rights to recover payment of Your Debt pursuant to Clause 15 (and the sums referred to in that Clause) We may also terminate this Agreement under Clause 23.
- 15.6 additionally, on any occasion when a cheque is dishonoured, at

Our option You must pay Us an administrative charge of £8, or where You request a cheque to be cancelled £12.

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

16. In default of Prompt Payment of Your Debt:-
- 16.1 We are relieved of any duty whatsoever arising in respect of the Property, except for any loss or damage to the Property caused wilfully or negligently by Us and Our agents and contractors; and
- 16.1.1 the Property is held solely at Your risk and will continue to be at Your risk even where the rights described below in Clause 17.4 are exercised.

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

17. In default of Prompt Payment of Your Debt, We shall be entitled to:-
- 17.1 keep hold of some or all of Your Property until We have received payment in full of all the charges You owe Us and You shall pay Us fees and charges at the same rates as under this Agreement or if this Agreement has been terminated at the rate payable immediately prior to termination, see Clause 15.4. 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
- 17.1.1 exercise immediately the rights described below in Clause 17.4 and sell such of Your Property 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 Clause 17, You authorise Us:-
- 17.2.1 to refuse You and Your agents access to the Property, the Unit and the Site;
- 17.2.2 to enter the Unit and if necessary 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 Property; and
- 17.2.5 to ultimately dispose of some or all of the Property in accordance with Clause 17.4.
- 17.3 before We sell the Property, We will give You notice in writing by registered or signed for delivery or email communication at Your address on the Storage Agreement or any address in England and Wales notified by You to Us in writing prior to Our notice, specifying the amount of Your Debt, administration & collection costs at the date of the notice and directing You to pay. If payment is not made within seven days after the date of the notice, We will sell the Property. We will not give You any further notice of any intended sale.
- 17.4 we will sell the Property 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 and administrative charges relating to the debt collection and auction / disposal of Your Property.
- 17.5 we will use the proceeds of the sale to pay first the costs incurred by Us in the sale of the Property, administration costs etc from Clause 17.4.
- 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 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.
- 17.8 if the Property 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 Clause 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 Property being stored by You from time to time is within Your discretion (subject to Clause 8 and 9) You must ensure that the Unit is suitable for the storage of the Property 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 Property. We strongly advise You to inspect the Unit before storing Your Property in the Unit and from time to time throughout the period of this Agreement.
- 18.1 Unit sizes are approximate only and supplied to You for information purposes. You have been given an opportunity to inspect the Unit prior to entering into this Agreement and You have agreed to Our Fees associated with the Unit.

#### **Insurance of the Property**

19. We do not insure the Property.
- 19.1 storage of Property in the Unit is at Your sole risk.

- 19.2 You promise and assure Us:-
- 19.2.1 that prior to bringing the Property onto the Site You have insured or will insure the Property against all Normal Perils, as stated in Clause 19.2.2 and provide proof of said cover 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 Property or any of them remain on the Site.
- 19.2.2 the Property is stored at the sole risk and responsibility of You who shall be responsible for and bear the risk of any and all theft, damage to, and deterioration of the Property caused by Normal Perils. Normal Perils shall be defined as loss of or damage to Property caused by fire, lightning, explosion, earthquake, aircraft, storm, flood, bursting and/or leaking pipes, ingress of water or other liquid substance, moth, insect and vermin, theft accompanied by forcible and violent entry or exit, riot, strike, civil commotion, terrorism, malicious damage, and impact by vehicles; and
- 19.2.3 We exclude all liability in respect of (a) loss or damage to Your business, if any, including consequential loss, lost profits or business interruption; (b) loss of or damage to Property or any claim for return of the Storage Fees except where this results from Our negligence or breach of contract, in which case Our liability to You will be limited to the sum of One Hundred Pounds (£100) in total.
- 19.2.4 the insurance cover will not be for a sum which is lower than the true replacement value of the Property stored in the Unit from time to time;
- 19.2.5 and if You use another insurance provider, other than certain underwriters at Lloyd's, You must supply the store manager at the Site with a letter from the provider, outlining the insured value, period of cover and perils covered.
- 19.3 if You do not comply by providing proof of Your own insurance after reasonable requests by Us, We will apply a charge to Your account relative to the value stated on the Storage Agreement.
- 19.4 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 Property and risks to them.

#### **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 replacement value of the Property set out in the Storage Agreement.
- 20.2 in addition to Clause 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, lost 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 Property 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 Property 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 confirmed by signing the Storage Agreement the true total replacement value of all the Property;
- 20.3.2 the aggregate value of the Property 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.
- 20.4 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 wilful default or that of Our agents and/or employees.

#### **Your general liability to Us**

21. 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 Our Control**

22. 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 Property, the Unit or the Site in order to keep the Property free from damage or loss. We shall not 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 our reasonable control. 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, or arrest or seizure or confiscation of Property, by competent authorities.

#### Termination

23. This Agreement shall expire on the Termination Date at any time as described in Clause 23.1
- 23.1 either You or We may terminate this Agreement:-
- 23.2 by giving not less than seven days written notice to the other, termination will take effect from that date, which shall be the Termination Date; or
- 23.3 immediately by giving written notice to the other if the other party 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 fourteen days from the date the notice was served to remedy the breach. The Termination Date shall be the date the notice is effectively served by one party or the other in accordance with Clause 27.7
- 23.4 notwithstanding the seven day notice period required to terminate this Agreement under Clause 23.2, You may terminate this Agreement on giving Us less than 7 days' notice of Your intention to do so. You will incur a rental charge for the remaining days (up to a maximum of 7 days' notice; this does not include service or other charges). This applies when you wish to move out of Your current Unit and downsize to a smaller one.
- 23.5 the Termination Date is deemed to be the date Your Property is fully removed from the Unit/space, Your padlock is removed and You have notified store staff of Your actions; You must obtain from store staff, confirmation that they have acknowledged Your action either in email, writing or if verbally that You take the staff members name, the time and date of the call for future reference.

#### Consequences of Termination

24. Immediately on the Termination Date, You must remove all Property (including the Property) 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 property (including the Property) 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 Property and they are held solely at Your risk, except where any loss or damage to the Property is caused wilfully or negligently by Us and Our agents and contractors. We may treat Property remaining in the Unit after the Termination Date as abandoned and may dispose of them in accordance with Clause 17 and those clauses relevant within.
- 24.1 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 Clause 9.7) as if the balance were a Deposit under Clause 13. No interest will accrue on any money held by Us for You. Where any payments are still outstanding from You, You must pay Us in full including any outstanding rental, insurance and/or administration charges before We will release the Property to You.

#### Your duty to inspect the Property on removal from the Unit

25. You agree to examine the Property carefully upon removing it from the Unit and You must notify Us at the time of discovery of the loss of or damage to Your Property or at the time of removal of Your Property from the Unit, whichever is the soonest. Any delay in reporting losses or damages to Property to Us could make it more difficult for Us to deal with Your claim.

#### Our use of Your personal information

26. You acknowledge that We may wish to use the information given by You, including Your personal information, for marketing and other purposes and/or to pass this information on to other carefully selected third parties whose property or services We believe may be of interest to You. For more information on how We use and store your data please visit [www.accessstorage.com/about-us/privacy-policy](http://www.accessstorage.com/about-us/privacy-policy) where you will find Our Privacy Notice.

#### General Provisions

27. 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.
- 27.1 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.
- 27.2 we intend to rely upon the written Terms and Conditions 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.
- 27.3. You may not assign any of Your rights under this Agreement or part with possession of the Unit or Property 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 Clause 23.3.
- 27.4. 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.
- 27.5 This Agreement shall be governed by English Law and You and We submit to the exclusive jurisdiction of the English courts.
- 27.6 where You are two or more persons Your obligations under this Agreement shall be joint and separate obligations.
- 27.7 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 or by electronic mail. Your address for service of notices shall be Your address written in the Storage Agreement or any other address in England and Wales 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) 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 Agreement. A notice will be deemed to have been served at the time of personal delivery or fortyeight hours after it has been placed in the post.
- 27.8 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 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 dispute is not resolved to mutual satisfaction within a reasonable period of time, You or We can submit the dispute to the Court. This Clause does not prevent or otherwise restrict either You or Us from referring any dispute between Us directly to the Court without first having tried to resolve the matter informally, nor does it affect the right of either You or Us to terminate this Agreement.

#### Head Office / Customer Services

Access Self Storage

93 Park Lane

London

W1K 7TB

0808 278 2710

[customerservices@accessstorage.com](mailto:customerservices@accessstorage.com)

# Additional conditions regarding your stay

## Moving in

### Things you cannot store

For the safety of all customers and their Property, the following cannot be stored:

- Explosives, gas canisters, firearms or ammunitions
- Hazardous, toxic or radioactive materials, and aerosol cans
- Pollutants, contaminated items or waste
- Illegal items, cash or securities
- Perishable items, live animals or plants
- Very precious or high value items, unless already agreed with us in writing

For full details of the things you cannot store please refer to Clause 8 of the Terms and Conditions.

Please also ensure that any fuel tanks (e.g. lawnmowers or cars), are fully drained. Refrigeration equipment should be defrosted, and along with washing machines, left dry, and with the door open to allow air circulation and prevent mould.

### Activities which are not acceptable within the store

To ensure the safety and wellbeing of all our customers, please observe the following codes of conduct within your unit and the store:

- Smoking is strictly forbidden in all areas of the store
- Eating and drinking is not permitted within the storage areas. Water can be obtained and consumed within reception during reception open hours
- Animals of any kind are prohibited, with the exception of guide dogs for the blind and hearing dogs for deaf people. Any other animal brought on site must be kept in the customer's vehicle at all times
- Children should not be left unattended in any part of the facility

Please ensure you lock your unit door with your padlock whenever you leave your unit unattended temporarily and when leaving, in accordance with Clause 4 of the Terms and Conditions.

### Behaving considerately

We ask that you show consideration and respect to other storers and members of staff:

- Please do not block corridors and stairwells
- Do not obstruct the doors of the lifts to prevent them closing
- Please park in the designated areas and allow reasonable space for fellow customers
- Return trolleys to the areas provided
- Minimise noise levels
- Do not dispose of your waste on site. In some cases the store may be able to arrange the removal of waste including pallets. Please enquire with your store team for specific details

### Reception opening hours

Our reception hours are generally:

Monday – Friday 8.30am – 6.00pm  
Saturday 8.30am – 5.00pm  
Sunday 10.00am – 4.00pm

These times can vary from store to store, Public Holidays, specified days, or due to trading restrictions. Please therefore confirm exact times with your store.

When the store reception is open, please ensure that you sign-in and sign-out in the book provided each time you visit, so that the store team are aware of who is in the building and fire regulations are complied with.

### Entry and exit barriers

- Barriers are PIN code operated
- Pedestrian customers should not walk under barriers when raised
- Motorists should drive through the barriers in a timely fashion and not halt underneath
- Should your way be blocked, please remain behind the barrier until it is clear to pass through. Re-enter your code if necessary to reactivate the barrier
- Once on site, drivers should observe a safe speed limit
- Do not tailgate, always enter your code

### CCTV

All Access stores and premises have CCTV, smoke and intruder alarms for the added security of you and your belongings. All security systems are in place 24 hours a day, 7 days a week.

### Parking

Many of our stores offer account parking as well as areas for visitors and loading / unloading. Please park in the designated areas with consideration for other customers. Parking on store premises is only allowed whilst visiting your unit or reception, unless a parking contract has been arranged.

### PIN code entry procedure

At move in you will be given instructions on how to access the store. Your expected frequency of visits will allow staff to explain the procedure to follow and what responsibilities you and your users have. It is important to note that if these procedures are not followed at any time, you may be charged for false alarm activations on your unit.

Always use your PIN code to enter the site, as this provides information of who is on site in case of an emergency. It also controls your unit's alarm, where applicable.

When entering the store premises, either in or out of reception hours, please follow the procedure below. The security keypad may be located at the entry gate, reception or shutter:

- Press \*
- Enter your 8-digit pin code
- Press #

The gate will automatically open once the correct PIN code has been entered, and will close immediately behind you.

Never follow another driver through the gate without entering your PIN code as this will have serious consequences to the security of your unit or work space.

Please ensure that you do not allow access to unauthorised persons.

### Points to remember

- Please ensure you are not parked obstructing gates, shutters or the sensors as blocking or holding gates and doors open may result in the activation of an alarm and a member of the security team attending site. Should this occur, we reserve the right to recover the cost of the call out from you
- Any damage caused by blocking sensors, gates or shutters even unintentionally will incur costs against you for the repair – see Clauses 9.7 and 21 of the full Terms and Conditions
- Alarms will also be activated by leaving the building via any unauthorised exits such as a Fire Door (in non-emergency situations), or by failing to enter the PIN code at an entry keypad
- Please keep your unit door open when you are in your room so that the alarm does not re-set
- As the customer, it is your responsibility to ensure that your PIN code is kept secure and you hold correct details of both your unit number and PIN code prior to visiting the store
- Your unit number and PIN code cannot be provided by staff who answer the out of hours calls, and you will therefore be unable to enter the store out of reception open hours without your PIN code
- If you forget or lose any of these details, please visit your store's reception, or contact a member of store staff during reception hours
- Access Self Storage does not offer unrestricted 24 hour access to all our stores, however we can make occasional exceptions on an individual basis with the Store Managers discretion. Our extended/24-hour access policy is governed by our Terms and Conditions, and can be suspended with immediate effect at any time, if procedures are breached
- Under exceptional circumstances, the out of hours call centre may be suspended for technical, security or safety reasons. This service is provided free of charge, and as such, you will not be entitled to compensation or refund
- Lock the unit door correctly and always reset your unit alarm when leaving the store, by re-entering your PIN code at the exit gate
- A charge may be applied to the account of any customer who unnecessarily activates an alarm resulting in a call-out, or staff investigation, out of or during reception hours
- The PTI alarm cover maybe withdrawn fully if you or your agent / representative(s) fail to comply with our procedures. Notification will be sent to you at the known address provided by you.

### Emergency assistance

In the event of an emergency, a help phone is located in the lift lobbies on all floors. In addition, an intercom on the outside of the main gate with instructions on how to contact our out of hours call centre. There is a sign on the help phone and in the lift which states your storage location and gives a store number for ease of identification.

If you are unclear on the location / operation of these devices please visit reception and a store team member will demonstrate them to you. Access staff are only available for the opening times stated at each store location. In particular stores with 24 hour / extended access have no store staff available outside of these hours.

The help phone or intercom provided is for calling reception during office hours or the out of hours call centre and not the Emergency Services. Situations such as forgotten PIN codes, non payment, over locked units, or if you are unable to enter the compound due to mechanical failure, cannot be answered. The issue will be resolved by store reception during normal working hours.

If an intercom phone is not available, please contact your store team in reception.

# Additional conditions regarding your stay

It is advisable that every customer carries a mobile phone with them outside office hours.

## Fire precautions

When you move in, the store team will show you the evacuation procedure and nearest route from your unit to the Assembly Point.

- Please familiarise yourself with the fire procedure signage within the store
- Please do not block fire exits with trolleys or property and be as thoughtful as possible within corridors with any property you are manoeuvring
- Should you wish to be better informed regarding fire exits in the building, a member of your store team will be pleased to demonstrate the shortest fire escape route from your unit

## Fire emergency procedures

Please take the following actions upon discovering a fire:

- Immediately operate the nearest alarm by breaking the glass
- Do not attack the fire other than to aid evacuation. Use only the appliances provided for the particular type of fire
- Evacuate the building as detailed below
- Inform the Fire Brigade by dialing 999 and provide the store address which is located on signs near entry and exit points

## Upon hearing the fire alarm:

- Evacuate the building using the nearest route
- Do not use the lifts, but follow the Fire Exit signs which are clearly displayed throughout the building
- Assemble at the designated Assembly Point as described on the Fire Action notices and wait for a roll call based on the visitors signing in / out log, or the Fire Brigade's arrival
- Do not leave the Assembly Point as this may cause concern that you are trapped in the building
- Do not re-enter the building until the Fire Officer has given the all clear

## Lifts and their use

- In the unlikely event of lift malfunction, please follow the procedures outlined on the wall of the lift car to summon help
- Please refrain from placing items in the path of the lift doors to hold them open. Should you require the lift to be held open for a lengthy period, please arrange this with a member of your Access store team
- Lifts are NOT to be used in emergency evacuation of the building

## Lighting

Lighting is either controlled by the store team or by sensors. Should the lights dim whilst you are in your unit, simply return to the corridor to reactivate the sensor.

## First Aid

A first aid box is kept within the facility. Please contact the store team if required.

## Trolleys and moving property

Trolleys are for use by all customers and please therefore use them with consideration.

- Return trolleys to the areas provided and do not leave them in your unit
- Do not overload trolleys, ride them, or allow children to operate them
- Do not use pallet trucks unless you have been shown how
- Exercise good common sense and consideration when stacking or manoeuvring items. Access Self Storage will accept no responsibility for injury caused by unsafe actions on the part of customers, or damage to property.

## Support for customers and visitors with disabilities

Customers with a disability are asked to make this fact known to the store team, to ensure we provide safe access in and around the store. The Store Manager will arrange for a review to take place, and for all procedures to be explained.

Please provide a minimum of 24 hours notice for disabled customers or customers with disabled visitors who wish to use the 24 hour facility.

## Reporting suspicious activity or damage

If you are concerned by any activity that appears to be suspicious please notify the store staff immediately. Outside of reception hours, use the emergency telephones located throughout the store to call our out of hours call centre.

## Recovery of costs

We reserve the right to recover any costs associated with damage caused by you or anyone authorised by you (including removal companies and couriers), while using the store.

## During your stay

### Change of personal details

If any of your personal details change whilst you are storing with us please advise us immediately in writing / by email. We need to be able to contact you always. These include:

- Your home / mailing address
- Home and mobile telephone numbers
- Your next of kin contact

### Change of payment details

If you wish to change your payment details you will need to advise us in writing / by email. Your payment plan will determine the information you are required to provide and if you are required to attend the store, therefore please contact your store team for details.

### Change of insured Property's value

Should you add or remove items to / from your storage unit, the value of insurance cover required may change. As insurance is a requirement of storing with Access, please advise us immediately of any changes and we will issue you confirmation of insurance by letter where appropriate.

### Change of space required

If you require an additional unit, or want to up or down size, this can be easily arranged (subject to unit availability). Please contact your store team for details.

## Additional services

Please be aware that all services may be subject to a reasonable charge. Your store team will be able to advise you of specific details.

### Forklifting

Customers are not permitted to operate the store's forklift. If you require this service, please contact your store team in advance to arrange for a trained operator to move your property.

### Collection and deliveries

Access prefer if you are able to oversee your own collection and deliveries, however we appreciate this is not always possible. If you require our store team to accept deliveries or collections on your behalf, this can be arranged with prior notice and on completion of a delivery acceptance form that includes our Terms and Conditions. Deliveries will be accepted on a 'no liability' basis and to named customers only.

### Office services

Scanning and photocopying are available in reception and may be subject to a charge.

### Use of electricity

Electrical items are not to be plugged into any power supply in or outside of the unit unless prior permission is gained, as detailed in Clause 9.5 of the Terms and Conditions.

## Moving out

- You are requested to give us 7 days' notice in writing / email. If you are unable to give us 7 days' notice you will be charged for the days remaining (up to a maximum of 7 days) This applies when you wish to move out of your current unit and downsize to a smaller one.
- Move outs can only be processed during office hours
- On moving out you are requested to remove your padlock, leave your unit clean and tidy with any possessions and rubbish removed. Please recycle rubbish where possible.
- You will receive a refund for any unused rental period providing there are no outstanding charges. Please inform us if your mailing address changes from that shown on your Storage Agreement, so that any monies can be returned to the correct address, or via the bank if you pay by Direct Debit.

**For more information,  
visit [AccessStorage.com](https://www.accessstorage.com)  
or call our helpdesk on  
0800 122 522**

Head office:  
Access Self Storage, 93 Park Lane, London W1K 7TB

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