

UNIT LICENCE TERMS & CONDITIONS



Terms and Conditions

Definitions and interpretation

1. In these Unit Licence Terms and Conditions, and the Additional Conditions and Information attached (collectively the Terms), the following words have the following meanings:-
Access Hours: the hours We permit access to the Unit;
Agreement: these Unit Licence Terms and Conditions, the Additional Conditions and Information attached hereto, and the information set out in the Unit Licence Agreement;
Authorised Person: a person authorised by You to access the Unit or the Facility on Your behalf, or who accompanies You when You access the Unit or the Facility;
Business Day: a day other than Saturday, Sunday or Public Holiday;
Commencement Date: the date specified in the Unit Licence Agreement;
Contents: anything You store in the Unit at any time during this Agreement;
Deposit: the amount specified in the Unit Licence 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 Unit Licence Agreement and corresponding date in each period specified in the Unit Licence Agreement or the previous Business Day if the Due Date falls on a Saturday, Sunday or Public Holiday
Contents Protection: the additional liability accepted by Us in respect of the Contents, which is described in the Additional Conditions and Information, where the Unit Licence Agreement indicates that You have paid an additional fee in connection with the same;
Normal Perils: loss of or damage to the Contents 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;
Our Fees: fees payable by You to Us, which shall be calculated at the rental rate specified in the Unit Licence Agreement, plus VAT if applicable;
Prompt Payment: in respect of payment of each and every sum due under this Agreement, payment on the Due Date;
Facility: the premises on which the Unit is situated;
Termination Date: date of termination of the Unit Licence Agreement;
Unit: the storage unit specified in the Unit Licence Agreement, or any alternative storage unit We may provide access to under Clause 12, which may be a locker or a storage room;
Unit Licence Agreement: the document executed between You and Us, to which these Terms are attached, that provides Your details and the details of the Unit, rates on which Our Fees are calculated, and other specific provisions of the Agreement;
We, Us, Our: the storage provider named in the Unit Licence Agreement;
Website: Our website located at www.accessstorage.com; and
You, Your: the customer and all other persons named in the Unit Licence Agreement as having liability under or having accepted these Terms.

Access to the Facility

2. Only You and Your Authorised Persons will be permitted to access the Unit. You are responsible and liable to Us and to other users of the Facility for all acts, omissions and breaches of this Agreement by all Authorised Persons. On commencement of this Agreement, You shall provide Us with satisfactory proof of identity for both Yourself and all Authorised Persons in the form of a Passport or Driving Licence, plus a current utility bill (or such other acceptable forms of identification as are

notified to You by the store staff of the Facility). We shall be entitled to take a copy of such proof and retain it on Our files. You may withdraw authorisation of an Authorised Person by notifying Us in writing. When using the Facility, We may ask for proof of identity from You or any other person at any time (although We are not obliged to do so) for the purpose of confirming authorisation to access the Facility or the Unit. We may refuse access to any person (including You) who is unable to provide satisfactory proof of identity. We may refuse You or any Authorised Person access at any time if We reasonably consider that the safety of any person on the Facility, or the security of the Unit or its contents, or other units or their contents will be put at risk.

Your Rights to use the Unit

3. From the Commencement Date until this Agreement is terminated, so long as Our Fees are paid on each Due Date, We grant You (but no other person) a licence:-
 - 3.1 to use the Unit for the storage of the Contents, and not for manufacturing or any other purpose, in accordance with this Agreement; and
 - 3.2 to have access to the Unit at any time during the access hours set out in the Additional Conditions and Information only for the purposes of depositing, removing, substituting or inspecting the Contents and the Unit. No access to the Unit will be permitted for any other purposes, or 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 at the Facility, 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

Relationship between Us and You

4. We: (a) do not have and will not be deemed to have knowledge of the Contents; (b) are not a bailee, custodian or warehouseman of the Contents and You acknowledge that We do not take possession of the Contents; and (c) do not grant any lease or tenancy of the Unit or give You any right to exclusive possession of the Unit or any alternative unit provided under Clause 12.

Locks

5. 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 Authorised Person(s). 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

6. 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:-
 - 6.1 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 Facility and You fail to grant Us access to the Unit when requested;
 - 6.2 at any time without notifying You:-
 - 6.2.1 if We reasonably believe that the Unit contains any items described in Clause 9 or is being used in breach of Clause 10 or such entry is effected incidental to the exercise of Our powers pursuant to Clause 18;
 - 6.2.2 if We are required to do so by the Police, Customs & Excise, Fire Services, Local Authority or by a Court Order;
 - 6.2.3 for any purpose, if We believe it is necessary in an emergency;
 - 6.2.4 to obtain access in accordance with Clauses 12 and 18;
 - 6.2.5 to prevent injury or damage to persons or property; or
 - 6.2.6 if We reasonably consider that such entry is necessary to ascertain

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whether action needs to be taken to prevent injury or damage to persons or property.

- 6.3 where We have exercised Our rights to enter the Unit pursuant to Clauses 6.1 and 6.2 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 Contents stored at the Facility

7. You confirm that throughout this Agreement, You have knowledge of the Contents in the Unit from time to time and that the Contents are Your own property or that the person who owns or has an interest in them has given You irrevocable authority to store the Contents 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 Contents 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 Contents or claims to do so.

Our Right to refuse access or use of the Unit for safety reasons

8. We reserve the right to refuse to permit You to use the Unit store the Contents, or require You to collect some or all of the Contents from the Facility if in Our reasonable opinion the safety of any person on the Facility, or the security of the Unit or its contents, or other units or their contents would be put at risk by Your use or continued use of the Contents.

Restrictions on the type of property that can be stored at the Facility

9. You must not use the Unit (or allow any other person to use the Unit) for the Storage of any of the following:-
- 9.1 food or perishable items of any kind whatsoever;
 - 9.2 plants, birds, fish, animals or any other living creatures;
 - 9.3 combustible or flammable materials, gasses or liquids such as 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 does or could emit any fumes, smell or odour;
 - 9.8 any illegal substances, illegal items or property illegally obtained;
 - 9.9 compressed gases; or
 - 9.10 any bullion, coins, money and securities;
 - 9.11 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

10. You must not (and You must not allow any other person to):-
- 10.1 use the Unit or do anything on the Facility or in the Unit which may be a nuisance to Us or the users of any other Unit or any person on the Facility;
 - 10.2 use the Unit as offices or living accommodation or as a home or business address, use the address of the Facility or the Unit for receiving or sending mail, or use the address as Your company registered address;

- 10.3 offer anything (including, without limitation, alcohol) for sale from the Facility;
- 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 connect any electrical appliances to any power supply in the Unit or on the Facility 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 Facility;
- 10.7 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;
- 10.8 cause any damage to the Unit or any other unit or the Facility or its facilities or to any other property on the Facility (including, without limitation, gates, roller shutters, bollards). If You cause any damage at the Facility You must reimburse Us and all affected users of the Facility for the full cost incurred in making the necessary repairs or restoration to, or (at our reasonable discretion) in replacing, damaged property. Please note that if this Agreement terminates, and if at the Termination Date You have not reimbursed such sums to Us, We shall be entitled to withhold from any Deposit You have paid to Us all such repair, restoration or replacement costs;
- 10.9 leave anything, particularly rubbish or unwanted items in, or cause any obstruction or undue hindrance of, any passageway, stairway, service area or other part of the Facility other than the Unit; or
- 10.10 connect or provide any utilities or services to the Unit.

Things You must do

11. You and all Authorised Persons must:-
- 11.1 use reasonable care when on the Facility or in the Unit and take all reasonable care in respect of the Unit, the Facility, and the property of Us or any other unit users or other persons on the Facility;
 - 11.2 ensure that all refrigeration equipment is defrosted;
 - 11.3 ensure that all equipment stored in a Unit (including refrigeration Equipment and Washing Machines) are left dry and with the door open to allow for ventilation and prevent mould;
 - 11.4 ensure that all mechanical equipment such as motorbikes, cars or lawnmowers are cleaned and drained of petrol or oil and garden furniture cleaned and dried, before storing;
 - 11.5 inform Us immediately of:
 - 11.5.1 any change to Your personal details, specifically address, email (electronic mail) address or telephone numbers;
 - 11.5.2 damage or defect to the Unit;
 - 11.6 act in a socially responsible manner and observe all reasonable rules and regulations regarding Your conduct of the Facility, the safety and security of the Unit and Facility, Fire Regulations, Health & Safety notices, Prohibited Property notices and any other notices issued by Us and / or posted at prominent locations on the Facility from time to time or to which You may be directed while on Facility by any of Our employees, agents or contractors.
 - 11.7 at all times exercise courtesy to others and reasonable care for Your own safety and that of others when using the Facility;
 - 11.8 if You propose to store alcoholic beverages at the Facility You must declare this to us in advance and provide Us with a copy of a valid personal alcohol storage licence issued by the appropriate body entitling You to undertake such activities at the Facility. Should You require assistance from Us to obtain such personal alcohol storage licence before undertaking such activity, You shall pay Us all reasonable administration fees incurred by us in providing any necessary assistance to enable Your application to succeed

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Exceptional situations necessitating the removal of the Contents to an alternative Unit or Facility

12. We may at any time by giving You seven days' written notice (or, in the case of an emergency, without prior notice) require You to cease all use of the Unit and move the Contents to another unit or facility specified by Us (which, in the case of a unit, shall not be smaller than the current Unit). In such event:-
- 12.1 where We have provided notice, You shall (within the notice period) provide Us with a statement of the anticipated costs that You will incur in moving the Contents, in advance of doing so, and, provided that the proposed costs are reasonable, We will either pay these costs on Your behalf directly to such third party as You may instruct to move the Contents 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 the Contents, You may serve notice on Us to terminate the Agreement in accordance with Clause 24.2.
- 12.2 if You have failed to move the Contents when notified as set out above, or where, in the case of an emergency, We have been unable to provide You any notice, You authorise Us to move the Contents to any other suitable unit at the Facility or to the nearest available storage facility at Our own cost. We will take reasonable care in moving the Contents and use all reasonable efforts to ensure that any disruption to You is kept to a minimum.
- 12.3 if We have moved the Contents under Clause 12.2, We will not acquire any interest in or right to the Contents. We will repair or replace any lock which We remove or damage in the course of moving any of the Contents pursuant to Clause 12.2.
- 12.4 if the Contents are moved to an alternative unit or storage facility, this Agreement will be varied by the substitution of the alternative unit or storage facility details but shall otherwise continue in full force and effect. Our Fees at the rate set out in the Unit Licence Agreement will continue to apply to Your use of the alternative unit.

Your Payment Obligations

13. On signature of this Agreement, You must pay Us:-
- 13.1 Our Fees for the minimum period of storage; and
- 13.2 where, acting reasonably, We have requested You to pay a deposit to Us, the Deposit.
- 13.3 following signature of this Agreement, You must pay Our Fees on each Due Date.

Return of Deposit

14. In the event that, on commencement of this Agreement, You paid to Us the Deposit, this will be returned to You (without interest), to the account/ card holder of the bank/building society account or credit/debit card from where the Deposit was received, unless otherwise notified in writing by the account / card holder who paid the Deposit, after this Agreement terminates. We may deduct from this payment such sums as are:-
- 14.1 payable by You under Clause 10.8;
- 14.2 required to cover Our Fees (together with administrative charges due under Clause 15, 16 and 18) which have not been paid or any unpaid removal or other charges, such as alarm activations or removal of waste;
- 14.3 reasonably required to reimburse Us for any other obligation to Us that You have not performed.

Our Right to alter Our Fees

15. We may alter the rates used to calculate Our Fees at any time by giving You written notice and the new rates 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 new rates used to calculate Our Fees

under this Agreement, You may serve notice on Us to terminate the Agreement in accordance with Clause 24.2.

Late payment / non-payment of Our Fees

16. 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 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, and:
- 16.1 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;
- 16.2 if payment is not forthcoming within 30 days We may terminate this Agreement with You and a further £100 administration charge and £20.00 collection charge will be added to Your account;
- 16.3 We are entitled to continue to charge You, and You shall pay Us, Our Fees and all other charges at the same rates as under this Agreement from the date Your Debt becomes due until payment is made in full or the Contents is sold or disposed of under Clause 18;
- 16.4 in addition to Our rights to recover payment of Your Debt pursuant to Clause 16 (and the sums referred to in that Clause) We may also terminate this Agreement under Clause 24;
- 16.5 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.

Consequences of late payment / non-payment

17. Where We have not received Prompt Payment of Your Debt:-
- 17.1 We are relieved of any duty howsoever arising in respect of the Contents, except for any loss or damage to the Contents caused wilfully or negligently by Us and Our agents and contractors; and
- 17.2 the Contents is held solely at Your risk and will continue to be at Your risk even where the rights described below in Clause 18 are exercised.

Our Rights to sell off the Contents to recover payment

18. Where We have not received Prompt Payment of Your Debt, We shall be entitled to:-
- 18.1 keep hold of some or all of the Contents 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. If You pay Us by cheque, We shall not be considered to have received payment until We have received cleared funds into Our bank account; or
- 18.2 exercise immediately the rights described below in Clause 18.4 and sell such of the Contents as is necessary for Us to recover payment of Your Debt in full.
- In either case, You authorise Us to:-
- 18.2.1 refuse You and all Authorised Persons access to the Contents, the Unit and the Facility;
- 18.2.2 enter the Unit and if necessary break Your lock to gain entry;
- 18.2.3 secure the Unit with Our own lock in addition to or as an alternative to Your lock;
- 18.2.4 remove and retain the Contents; and
- 18.2.5 ultimately dispose of some or all of the Contents in accordance with Clause 18.4.
- 18.3 Before We sell the Contents, We will give You notice in writing by registered or signed for delivery or email communication at Your address on the Unit Licence Agreement or any address in England and

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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 Contents. We will not give You any further notice of any intended sale.

- 18.4 We will sell the Contents 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 the Contents.
- 18.5 We will use the proceeds of the sale as follows:
 - 18.5.1 to pay first the costs incurred by Us in the sale of the Contents, and all administration costs and other costs incurred by Us.
 - 18.5.2 any balance will be held for You. Interest will not accrue to You on the balance.
- 18.6 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 deducted from Your Debt.
- 18.7 If the Contents 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.
- 18.8 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

- 19. Because the nature and type of property being stored by You from time to time is within Your discretion (subject to Clause 9 and 10) You must ensure that the Unit is suitable for the storage of the Contents 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 Contents. We strongly advise You to inspect the Unit before storing the intended Contents in the Unit and from time to time throughout the period of this Agreement.
- 19.1 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.

Our liability for, and Your responsibility to insure, the Contents

- 20. We do not accept liability for loss of or damage to the Contents other than a) where the Unit Licence Agreement indicates that Contents Protection applies, in which case our liability will be limited in accordance with Section 1 of the Additional Conditions and Information or b) where the loss or damage results from Our negligence or breach of contract, in which case Our liability to You will be limited in accordance with Clause 21. Subject to the foregoing:
 - 20.1 You shall be responsible for and bear the risk of any and all theft, damage to, and deterioration of the Contents caused by Normal Perils;
 - 20.2 You acknowledge and agree that We do not insure the Contents and promise and assure Us that:-
 - 20.2.1 prior to bringing the Contents onto the Facility You have insured or will insure the Contents against all Normal Perils and will not cause or allow that insurance cover to lapse whilst the Contents or any of them remain on the Facility;
 - 20.2.2 Your insurance cover will not be for a sum which is lower than the true replacement value of the Contents stored in the Unit from time to time;
 - 20.2.3 You will supply the store manager at the Facility with a letter from Your insurance provider with proof of a valid contract of insurance with a

reputable insurance company for the full replacement value of the Contents, specifying the insured value.

- 20.3 We may agree to waive the requirements set out in Clause 20.2 during any period in respect of which You have paid for Contents Protection.

Our liability for all other matters

- 21. Subject to Clause 20:-
 - 21.1 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 lesser of:
 - 21.1.1 One hundred and fifty pounds (£150); or
 - 21.1.2 the true total replacement value of the Contents, as set out in the Unit Licence Agreement.
 - 21.2 in addition to Clause 21.1, We exclude all liability to You in respect of:-
 - 21.2.1 where You are a business, 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;
 - 21.2.2 loss or damage to the Contents 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
 - 21.2.3 loss or damage to the Contents which was not reasonably foreseeable at the date of entering into this Agreement, regardless as to how such loss or damage was caused.
 - 21.3 You promise and assure Us that:-
 - 21.3.1 You have confirmed by signing the Unit Licence Agreement the true total replacement value of all the Contents;
 - 21.3.2 the aggregate value of the Contents stored in the Unit from time to time will not exceed that value, unless specifically agreed otherwise with Us; and
 - 21.3.3 this promise/assurance is repeated by You to Us at each Due Date.
 - 21.4 Nothing in this Agreement will be deemed to exclude or limit Our liability for physical injury to or the death of any person that is caused by Our negligence or wilful default or that of Our agents and/or employees, for fraud or fraudulent misrepresentation, or for any other type of loss that cannot legally be excluded or limited.

Your liability to Us

- 22. 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 Facility as a result of any improper or unauthorised use of the Unit or the Facility 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

- 23. 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 Facility, or arrest or seizure or confiscation of Contents, by competent authorities.

Termination

- 24. This Agreement shall expire on the Termination Date or:-
 - 24.1 either You or We may terminate this Agreement:-
 - 24.2 by giving not less than seven days written notice to the other,

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termination will take effect from that date, which shall be the Termination Date; or

- 24.3 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 28.8
- 24.4 notwithstanding the seven day notice period required to terminate this Agreement under Clause 24.2, 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.
- 24.5 notwithstanding the Termination Date, this Agreement will remain in force until the date the Contents are 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

25. Immediately on the Termination Date, You must remove all property (including the Contents) 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 Contents) or rubbish left in the Unit or on the Facility. 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 Contents and they are held solely at Your risk, except where any loss or damage to the Contents is caused wilfully or negligently by Us and Our agents and contractors. We may treat the Contents remaining in the Unit after the Termination Date as abandoned and may dispose of them in accordance with Clause 18 and those clauses relevant within.
- 25.1 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 10.7) as if the balance were a Deposit under Clause 14. 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 Contents to You.

Your duty to inspect the Contents on removal from the Unit

26. You agree to examine the Contents carefully upon removing them from the Unit and You must notify Us at the time of discovery of the loss of or damage to the Contents or at the time of removal of the Contents from the Unit, whichever is the soonest. We will not be liable under this Agreement for loss or damage to the Contents that are not reported in accordance with this clause.

Our use of Your personal information

27. For information on how We use and store Your data please visit www.accessstorage.com/about-us/privacy-policy where You will find Our Privacy Notice.

General Provisions

28. The following general provisions apply to this Agreement:-
- 28.1 any delay by Us in exercising, or failure by Us 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.
- 28.2 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.
- 28.3 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.
- 28.4 You may not assign any of Your rights under this Agreement, or transfer Your right to access the Unit, or part with possession of the Contents whilst they are on the Facility 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.
- 28.5 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.
- 28.6 this Agreement shall be governed by English Law and You and We submit to the exclusive jurisdiction of the English courts.
- 28.7 where You are two or more persons Your obligations under this Agreement shall be joint and separate obligations.
- 28.8 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 Unit Licence 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 Unit Licence Agreement. A notice will be deemed to have been served at the time of personal delivery or forty-eight hours after it has been placed in the post.
- 28.9 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

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Cardholder authorisation for payment of Our Fees

Access Storage Responsibilities to You

- Process payments from card details provided by You at move-in or via the Access Storage online portal;
- Debit the correct periodic storage fee, VAT, other charges and insurance as shown on the Unit Licence Agreement (including any applicable discounts during the discount period only). This will be subject to Clauses 15, 16 & 18 of the Terms & Conditions;
- If Your payment fails, We will re-attempt to process it until successful;
- We will keep all payment information provided by You private and confidential and We will not use it for any other purpose other than those specified within Cardholder authorisation. For further information please visit www.accessstorage.com/about-Us/privacy-policy.

Your Responsibilities to Access Storage

- To provide to Us payment card details for which You have appropriate authorisation to make payments of Our Fees;
- To ensure that payments can be collected by Us using the card details provided to cover all sums due under the Unit Licence Agreement from time to time;
- To advise Us if, at any time during the term of this Agreement, it will not be possible for us to collect payment of Our Fees using the card details previously provided by You, and provide alternative details prior to the next Due Date;
- To provide an alternative payment method forthwith if the Cardholder authorisation is cancelled by You; by Your bank; by Us Subject to Clauses 15, 16 & 18 of the Terms & Conditions; or for any other reason.
- Where We have agreed to waive the security deposit on the basis of provision of payment card details, and the authorization to make payment using the applicable card is subsequently withdrawn, You will be required to enter into a new Unit Licence Agreement and pay a deposit to Us a.

Opening Hours and Access

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 storage facility to storage facility, including during public holidays or due to trading restrictions. Please check times with the storage facility team prior to Your visit.

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

Access Hours

These times can vary from storage facility to storage facility, including during public holidays or due to trading restrictions. Please check times with the storage facility team prior to Your visit.

24 hour access

Access Self Storage does not offer unrestricted 24 hour access to all Our storage facilities, however We can make occasional exceptions on an individual basis at the Store Manager's discretion.

Our extended/24-hour access policy is governed by separate terms and conditions (available on request), and can be suspended with immediate effect at any time.

Facility Rules

Behaving considerately

We ask that You show consideration and respect to other users of the storage facility 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 at the Facility. In some cases the storage facility staff may be able to arrange the removal of waste including pallets. Please enquire at reception for details

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, food, 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 9 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 at the storage facility

To ensure the safety and wellbeing of all Our customers, please observe the following codes of conduct within Your unit and the storage facility:

- Smoking is strictly forbidden in all areas of the storage facility
- Eating and drinking is not permitted within the storage areas. Water can be obtained and consumed in the reception area of the storage facility during reception opening hours
- Animals of any kind are not permitted at the storage facility, with the exception of registered assistance dogs.
- Children should not be left unattended in any part of the storage facility

Securing Your unit

If You have been allocated a unit, please ensure You lock your unit door with Your padlock whenever You leave your unit unattended (even if only for a short time), in accordance with Clause 5 of the Terms and Conditions.

Entry and exit barriers

- Barriers are PIN code operated and the PIN must be entered by every customer
- 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 at the storage facility, drivers should observe a safe speed limit
- Do not tailgate other customers or try to drive through the barrier without entering Your PIN

Additional Conditions and Information

CCTV and other security measures

All Access storage facilities have CCTV, smoke and intruder alarms for the added security of You and Your belongings. Where this is specified in the Unit Licence Agreement, Your unit may have its own alarm. Lockers do not have alarms. All security systems are in place 24 hours a day, 7 days a week.

Parking

Many of our storage facilities offer customer parking as well as areas for visitors and loading / unloading. Please park in the designated areas with consideration for other customers. Parking on storage facility 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 storage facility and Your unit, if applicable. Your expected frequency of visits will allow staff to explain the procedure to follow and what responsibilities You and Your authorized 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.

Always use Your PIN code to enter the Facility, as this provides information of who is on site in case of an emergency.

- Your PIN code also controls Your unit's alarm, where applicable.
- 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 storage facility.
- 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 storage facility out of reception open hours without Your PIN code.
- If You forget or lose any of these details, please visit Your storage facility's reception, or contact a member of staff during reception hours.

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 Access 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.

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

Alarms and Security call outs

- Please ensure You do not obstruct gates, shutters or the sensors. Blocking or holding gates and doors open may result in the activation of an alarm and a member of the security team attending the storage facility. Should this occur, We reserve the right to recover the cost of the call out from You. Additionally, any damage caused by blocking sensors, gates or shutters even unintentionally will incur costs against You for the repair – see Clauses 10.8 and 22 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
- Lock the unit door correctly and always reset Your unit alarm when leaving the storage facility, by re-entering Your PIN code at the exit gate

- 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
- A charge may be applied to Your account if You unnecessarily activate an alarm resulting in a call-out, or staff investigation, out of or during reception hours
- We may cease to provide an alarm for Your Unit if You or Your agent / representative(s) fail to comply with our procedures. In such event, written 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 storage facility number for ease of identification. If You are unclear on the location / operation of these devices please visit reception and a member of staff will demonstrate them to You. Access staff are only available for the opening times stated at each storage facility location, even where You can access the storage facility outside 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 storage facility staff at reception during reception opening hours.

If an intercom phone is not available, please contact Your storage facility team in reception.

It is advisable that You carry a mobile phone with You if You access the storage facility outside the reception opening hours.

Fire precautions

When You move in, the storage facility 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 storage facility
- 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 storage facility 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 storage facility 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

Terms and Conditions

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 storage facility team
- Lifts are NOT to be used in emergency evacuation of the building

Lighting

Lighting is either controlled by the storage facility 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 storage facility 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 that may affect their use of the storage facility or unit are asked to make this known to the storage facility team, to ensure We provide safe access in and around the storage facility. 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 (where available).

Reporting suspicious activity or damage

If You are concerned by any activity that appears to be suspicious please notify the storage facility staff immediately. Outside of reception hours, use the emergency telephones located throughout the storage facility 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 storage facility.

Notifying Us of changes

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 may need to be able to contact You at any time. 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 storage facility, therefore please contact Your storage facility team for details.

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 storage facility team for details.

Additional services (not covered by these terms)

Please be aware that all additional services may be subject to a reasonable charge. Your storage facility team will be able to advise You of such charges and any additional terms that apply.

Forklifting

Customers are not permitted to operate the storage facility's forklift. If You require this service, please contact Your storage facility 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 storage facility 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 for this additional service.

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 10.6 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 Unit Licence Agreement, so that any monies can be returned to the correct address, or via the bank if You pay by Direct Debit.

Terms and Conditions

Contents Protection

Applicability

This section will apply only where You have paid an additional sum in respect of Contents Protection.

We will pay compensation in respect of Contents Protection only where this is indicated on the Unit Licence Agreement, subject to payment of the appropriate fee on or before each Due Date and provided always that You have complied with all the provisions of the Agreement.

Our Contents Protection

Where Contents Protection is applicable in accordance with the previous paragraphs, We will accept liability, as set out in this section, where all or part of Your Contents is lost, damaged or destroyed as a result of one or more of the following:

- handling by Our personnel
- fire
- explosion
- storm
- bursting and/or leaking pipes
- water or other liquids entering the Unit
- moths, insects or vermin
- theft by force and violent entry into or out of the Unit or the Facility
- malicious damage, or
- impact by vehicles

Limit of Liability

Notwithstanding Clause 21 of the Terms and Conditions, but subject to the remaining provisions of this section We will be liable for the replacement value of the Contents (or the relevant part thereof) or the value of the Contents as set out in the Unit Licence Agreement, whichever is lower, less the sum of £150.

If it is established that the total value of the Contents exceeds the replacement value indicated on the Unit Licence Agreement, Our liability will be reduced pro rata to the proportion of the declared value as compared to the actual value of the Contents.

In calculating Our liability hereunder, the replacement value of the Contents shall be the value of a new item that is as similar as possible to the value of the lost or damaged item, and will not include:

- Sentimental or non-financial value in any Contents; and/or
- any additional value which an item has by reason of it being part of a pair or set.

Notifying us of loss or damage to Contents

- You must inform Us of the loss or damage to Your Contents as soon as possible following discovery (and in any event within 24 hours of discovery), either in person at the storage facility reception or by calling or emailing Us using the contact details set out in Your Unit Licence Agreement.
- We will provide You with a form that You must complete.
- You must provide such information and evidence as reasonably requested to Us or to an agent appointed by Us to investigate Your claim.

Limitation and exclusion of liability

Notwithstanding Clause 21 of the Terms and Conditions, Our total liability under this section will be limited (in the aggregate for the term of the Agreement) to GBP 35,000. Our liability in respect of the types of property listed below will also be subject to such lower limits as are set out below (unless a different value is agreed in writing between the

parties):

- Jewellery, Watches, Precious Stones, Stamps of all kinds – combined total liability of GBP 500.
- Furs, fine arts, perfumery, tobacco, cigars, cigarettes, beers, wines, spirits and similar items – combined total liability of GBP 10,000.
- Electronic items Electronic items are all consumer and commercial electrical appliances and instruments including but not limited to radios, televisions, mobile phones, computers, laptops, tablets, computer software, hard drives, chips, microchips, printed circuit boards and their components, modems, monitors, cameras, facsimile machines, photocopiers, hi-fi, stereos, CD players. (Heavy electrical items such as switchgear, turbines and generators are not deemed to be electronics) – combined total liability of GBP 10,000

If We become aware or have good reason to believe (after having reviewed the information and evidence provided by You) that Your claim in respect of Contents Protection has been made falsely or is fraudulent in any way, We will not be liable hereunder.

Expiry and Termination of Contents Protection

Contents Protection will terminate automatically on termination of the Agreement.

If You are in breach of the Agreement, or We have good reason to believe (after having reviewed the information and evidence provided by You) that You have made a false claim under this section, We may terminate Contents Protection forthwith.

You have the right to cancel Contents Protection at any time by giving Us written notice, subject to You having provided Us with evidence of Your insurance cover before the effective date of cancellation. Any claims for loss, damage or destruction of the Contents (or part thereof) shall not fall within Contents Protection unless such loss, damage or destruction is notified to Us in writing no more than 24 hours after You provide written notice of cancellation.

On termination of Contents Protection We shall not refund any sums paid in advance for periods in respect of which the Contents Protection does not apply, unless We have terminated the Agreement under clause 24.2 or You have terminated the Agreement under clause 24.3.

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

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TC1222