

# Conditions of Contract

This contract includes the Storage Contract printed overleaf. Words commencing with capitals in this contract shall have the meanings given in the Storage Contract. Your Storage Space is hereafter called the Owner.

## STORAGE

### 1. The Storer:

- has the right to store goods in the Space allocated to the Storer by the Owner;
- is deemed to have knowledge of the goods in the Space and
- warrants that it owns the goods or that the person who owns them has given authority to the Storer to store the goods.

### 2. The Owner:

- does not and will not be deemed to have knowledge of the goods;
- is not a bailee nor a warehouseman of the goods and the Storer acknowledges that the Owner does not, subject to the provisions of this contract, take possession of the goods.

## COST

3. The Storer must upon signing the Storage Contract, pay to the Owner the Deposit (which, subject to the provisions of this contract, will be refunded on termination of this contract) and the agreed payment in advance.

4. The Owner reserves the right to deduct or withhold from the deposit any monies accruing in respect of repairs or clearing or the making good of your breach of the Storage Contract or the conditions, which the Owner considers is required to bring the property to the same standard as you received it on your start date.

### 5. The Storer is responsible to pay:

- The Storage Fee being the amount indicated in this contract or such increased amount as may be notified to the Storer in writing by the Owner from time to time, PROVIDED THAT the Owner will not give less than 14 days written notice of any increase. The Storage Fee is payable in advance at such times and for such periods as is specified in the Storage Contract and it is the Storer's responsibility to ensure that payment is made directly to the Owner, on time, in full, throughout the period of storage. The Owner will not send out an invoice unless it specifically agrees to do so with the Storer; and
- a Late Payment Fee which becomes payable each time the Storage Fee is more than 10 days late, for the amount of what is disclosed on the front page of this contract. This fee is applied every 10 days that fees are outstanding.

6. All fees and payments are inclusive of VAT which.

7. The Storer may not withhold payment of any amount due to the Owner by reason of any right of set-off or counter-claim which the Storer may have or allege to have or for any reason whatsoever.

## DEFAULT

8. The Storer acknowledges that, in the event of the Storage Fee, or any other moneys owing, not being paid in full within 50 days of the due date, the Owner may, without further notice, enter the Space, exclude the Storer from the Space, retain the Deposit and/or take possession of the contents of the Space, remove all the goods in the Space to any alternative storage facility that the Owner may decide without incurring any liability for loss or damage to the goods arising from their removal to the alternative storage, sell or dispose of any goods in the Space on such terms that the Owner may determine and treat any goods not sold as abandoned and destroy or otherwise dispose of them. The Owner may also require payment by the Storer of the Owner's costs, including any costs, expenses and legal fees associated with the seizure of the Storer's Space and the sale of the goods. Any excess moneys recovered by the Owner on disposal will be returned to the Storer. Exercising the Owner's right to exclude the Storer from the Space does not affect the Storer's obligation to pay any unpaid Storage Fees, Cleaning Fees or any Late Payment Fee.

## ACCESS AND CONDITIONS

### 9. The Storer:

- must inspect the Space before storing any goods and inform the Owner if it is damaged or unsuitable for the Storer's requirements in any way
- has the right to access the Space during Access Hours as posted by the Owner from time to time;
- will be solely responsible for the securing of the Space, (and) providing a padlock for the Space, (and) shall secure the Space at all times when the Storer is not in the Space in a manner which is acceptable to the Owner, and where applicable will secure the external gates and doors of the premises in which the Space is situated. The Owner will not be responsible for locking any unlocked Space. Charges may apply if incurred by the owner.
- undertakes to the Owner that it will not store any goods that are birds, fish, animals or any other living creature, explosives, weapons or ammunition, hazardous, illegal, stolen, inflammable, explosive, chemicals, radioactive materials, biological agents, toxic waste, asbestos, environmentally harmful, perishable or that are a risk to life of any person or any property (including risk of damage to the Space) or any item which emits any fumes, liquids or odour;
- must maintain the Space by ensuring it is clean and in a state of good repair or an additional Cleaning Fee may be payable;
- cannot assign this contract or any of its rights or obligations under this contract;
- must inform the Owner immediately of any damage to the Space;
- must receive any deliveries of goods, unless arranged in such a manner so as to not inconvenience the other customers. Goods must not be consigned to, or left for the care of the Owner. No responsibility will be taken for type, quantity, condition or quality of goods received;
- must notify the Owner in writing of the change of address of the Storer or the Alternate Contact Person; and
- grants the Owner entitlement to discuss any default by the Storer or any other matter relating to this storage of the Storer's goods with the Alternate Contact Person stated in the Storage Contract.

### 10. The Storer must not:

- use the Space or do in the Space which maybe a nuisance to the Owner or to the users of any other Space;
- use the Space as offices or living accommodation or as a home or business address;
- spray paint or do any mechanical, assembly, or manufacturing work of any kind in the Space;
- allow any liquid, substance, smell or odour to escape from the Space or any noise to be audible or vibration to be felt outside the Space;
- cause any damage to the Space or its facilities in which the Space is situated or to the property and possessions of the Owner or any other of the Owner's other customers. If the Storer does cause any damage, it must (at the owner's option) repair, restore or replace such damage or damaged item or reimburse the Owner's costs incurred in making necessary repairs, restoration or replacement;
- cause any obstructive or undue hindrance in any passageway, stairway, service area or other part of the facility in which the Space is situated; or (g) attach nails, screws etc to any part of the Space or physically alter it in any way and must not damage or alter the Space without the Owner's consent. In the event of damage to the unit, the Owner will be entitled to retain the Storer's deposit to the value of the repairs required and if such deposit is insufficient, the Owner shall claim the balance from the Storer and the Storer shall pay such sum upon demand.

### 11. The Owner:

- may refuse access to the Space by the Storer where moneys are owing by the Storer to the Owner, whether or not a formal demand for payment of such moneys has been made;
- Storers using a forklift or other lifting equipment do so entirely at their own risk. The Owner will not be held liable for any damages to property or person in anyway caused by the Storer's use of such lifting equipment; and
- will provide waste disposal bins throughout the complex. However if the Storer generates a large amount of waste a charge will be made for disposal unless the Storer itself remove all its waste from the site in which the Space is situated.

12. The Owner reserves the right to relocate the Storer to another Space under certain circumstances. In the event that the Storer's goods are moved to the alternative space, this contract will be varied by the substitution of the alternative space number but this contract will otherwise continue in full force and effect.

13. The Owner shall not be liable to the Storer or be deemed to be in breach of this contract by reason of any delay in granting access to the Space where such delay is due to any cause beyond the Owner's reasonable control. Without prejudice to the generality of the foregoing, strikes, lock-outs or other industrial actions or trade disputes, fire and flood shall be regarded as actions beyond the Owner's reasonable control.

## RISK AND RESPONSIBILITY

14. The goods are stored at the sole risk and responsibility of the Storer who shall be responsible for any and all theft, damage to, and deterioration of the goods, and shall bear the risk of any and all damage caused by flood or fire or leakage or overflow of water, heat, spillage of material from any other space, removal or delivery of the goods, pest or vermin or any other reason whatsoever including acts or omissions of the Owner or persons under its control.

15. The Storer shall take out and maintain its own policy of insurance in respect of the goods stored in the Space. Alternatively, at the Storer's request and with the Owner's agreement, the Owner may extend its own insurance policy to include cover for the Storer's goods. The Storer acknowledges that, in the absence of such arrangement, the Owner has no policy of insurance in place in respect of the Storer's goods.

16. Except in respect of death or personal injury caused by the Owner's negligence, the Owner shall not be liable to the Storer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of this contract, for any indirect, special or consequential loss or damage (whether for loss or profit or otherwise), costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of the Owner's, its employees or agents or otherwise) which arise out of or in connection with the supply of the storage facility, except as expressly provided in this contract.

17. The aggregate liability of the Owner for any claims arising out of or in connection with this contract shall not exceed the amount of the fees paid by the Storer to the Owner pursuant to this contract.

18. Deliveries and removals from the Storer's Space will not be permitted by any person other than the Storer unless the Storer gives personal or telephone instruction to the Owner. The Storer must identify themselves by use of password (if any) and name the person/s authorised by the Storer to enter the Space.

19. The Storer agrees to indemnify and keep indemnified the Owner from all claims for any loss of or damage to the property of, or personal injury to, the Owner or any third parties resulting from or incidental to the use of the Space by the Storer, including the storage of goods in the Space.

20. The Storer acknowledges and agrees to comply with all relevant laws, which are or may be applicable to the use of the Space. This includes laws relating to the goods which are stored and the manner in which the goods are stored. The liability for any and all breach of such laws rests absolutely with the Storer (who shall hold the Owner harmless and indemnified against any such liability), and includes any and all costs resulting from such breach.

21. If the Owner has reason to believe that the Storer is not complying with all relevant laws the Owner may take any action the Owner believes to be necessary to so comply, including the action outlined in clauses 23, and/or immediately dispose of or remove the goods at the Storer's expense, and/or submit the goods to the relevant authorities. The Storer agrees that the Owner may take such action at any time even though the Owner could have acted earlier.

## INSPECTION AND ENTRY BY THE OWNER

22. Subject to clause 23 the Storer consents to inspection and entry of the Space by the Owner provided that the Owner gives not less than 7 days written notice.

23. In the event of an emergency, that is where property, the environment or human life is, in the opinion of the Owner, threatened, or the Owner believes that the Space may contain prohibited items or the Owner is required to do so by the police, fire services, local authority, court order or other competent authority, the Owner may enter the Space or permit a third party to enter the Space using all necessary force (and if necessary, may break the lock to gain entry) without the written consent of the Storer, but the Owner shall notify the Storer as soon as practicable. The Storer hereby consents to such entry including any associated costs.

## NOTICE

24. Notices will usually be given in writing and left at, or posted to, the address of the Storer by the Owner. In the event of not being able to contact the Storer, notice is deemed to have been given to the Storer if the Owner serves that notice on the Alternate Contact Person.

## TERMINATION

25. Either party may terminate this contract by giving the other party such notice as is stated in the Storage Contract, or in the event of not being able to contact the Storer, the Alternate Contact Person. In the event of illegal or environmentally harmful activities on the part of the Storer or breach by the Storer of this Contract, the Owner may terminate this contract without notice. The Owner is entitled to retain a portion of the Deposit if less than the requisite notice is given by the Storer. Upon termination the Storer must remove all goods in the Space and leave the Space in a clean condition and in a good state of repair to the satisfaction of the Owner on the date specified. The Storer must pay any outstanding moneys and any expenses on default or other moneys owed to the Owner up to the date of termination, or default may apply. Any calculation of the outstanding fees will be by the Owner and such calculation will be final. If the Owner enters the Space under clause 23 and there are no goods stored therein, the Owner may terminate this contract without giving prior notice, but the Owner will send notice to the Storer in writing within 7 days. The Owner may treat any goods remaining in the Space 7 days after termination as abandoned and may dispose of them in accordance with clause 7.

## GENERAL

26. The Storer's liability for outstanding moneys, property damage, personal injury, environmental damage and legal responsibility under this contract continues to run not withstanding any termination of this contract and shall survive such termination.

27. No oral statements made by the Owner or its employees shall form part of this contract, and no failure or delay by the Owner to exercise its rights under this contract will operate as a waiver of those rights. This contract contains the entire contract between the parties. No variation to this contract shall be binding unless agreed in writing by the Owner.

28. Except as expressly provided in this contract, a person who is not a party to this contract shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of this contract provided that this does not affect any right or remedy of the third party which exists or is available apart from that Act.

29. If any provisions of this contract is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of this contract and the remainder of the provision in question shall not be affected thereby.

30. This contract shall not create a tenancy.

31. All goods accepted will become subject to lien in respect of continued non-payment of the Owner's charges.

32. This contract shall be governed by English law and the parties hereby submit to the non-exclusive jurisdiction of the English courts.

33. Where the Storer is two or more persons, its obligations under this contract shall be joint and several.