Terms And Conditions For A140 SELF STORAGE

Licence Agreement between

Name

_____

Address

_____

_____

_____

UNIT NUMBER	UNIT SIZE	START DATE	END DATE (if known)

Insurance Option required Yes / No (delete as appropriate)

True Total Value of The Goods £

Full name of any person other than the Customer who is permitted by the Customer to have access to the Unit (see Condition 3):

THIS AGREEMENT IS SUBJECT TO YOU UNDERTAKING CONDITIONS WHICH ARE SET OUT OVERLEAF AND WHICH ARE IMPORTANT AND INVOLVE YOUR PERSONAL RESPONSIBILITY AND LIABILITY. PLEASE ACKNOWLEDGE THAT YOU HAVE READ THE CONDITIONS WHICH ARE REFERRED TO BELOW. PLEASE INITIAL THE BOXES ALONGSIDE EACH REFERENCE.

Please Initial	Condition No	Reference
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	12	Storage Charges
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I have read and ACCEPT the terms and Conditions printed on this Agreement.

Signed ..... (the Customer) DATE .....

Terms And Conditions For A140 SELF STORAGE

1. **Introduction**

These Conditions set out the rights and obligations of the Self Storage Operator ("we", "us" or "our") and the Customer ("you" or "your"). These Terms and Conditions can only be changed with the prior written agreement of both the Self Storage Operator and the Customer. We cannot provide insurance cover in relation to your goods and you should therefore consider whether you need separate insurance cover. Your attention is drawn to Clause 7 which sets out our liability in respect of your goods.

2. **Quotation**

2.1 Our quotation is inclusive of VAT but unless otherwise stated does not include customs, duties, inspections or any other fees or taxes payable to any statutory body. Any such duties or fees will be payable by you in addition to the price stated in the quotation.

2.2 We reserve the right to amend the price stated in the quotation to take account of changes of circumstances which were not taken into account when preparing our quotation and are confirmed by us in writing. Such factors may include the following:-

2.2.1 We supply any additional services;

2.3 Our quotation does not constitute a contract and accordingly there is no contract between us until you have our written confirmation that we can store your goods on the required date.

3. **Your Responsibilities**

3.1 You must:-

3.1.1 declare in writing to us the value of the goods being stored and select either our Limited Liability service (clause 7) or insurance option (Clause 8) as detailed overleaf prior to depositing your goods in store

3.1.2 empty, defrost and clean refrigerators and freezing equipment.

3.2 In addition you must provide us with contact details during the storage period

3.3 We will not be liable for any loss, damage, cost or additional expense that may occur as a result of your failure to fulfil these obligations unless by reason of our own negligence or breach of contract.

3.4 Ensure that only you and persons authorised in writing or accompanied by you have access to your storage unit

3.5 Provide a secure padlock for your unit and ensure it is locked at all times when you are not present and you must not leave your key or permit access to any person other than your agent.

3.6 You must permit us to enter the unit, if necessary by force if we believe the unit contains any items listed in Clause 5 or to mitigate a loss covered by this policy

4. **Ownership of Goods**

4.1 You confirm to us that the goods being stored are your property or that you have the authority of the owner to enter into this contract in relation to the removal of the goods.

4.2 You undertake to indemnify us for any claims and keep us indemnified against any claims resulting from any breach by you of Clause 4.1.

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5. **Excluded Goods**

5.1 The following items are excluded from this contract and must not be stored;

5.1.1 prohibited, stolen goods, drugs, pornographic material, potentially dangerous, damaging or explosive items, compressed gases, aerosols, paints and firearms and ammunition, chemicals, radioactive materials or biological agents.

5.1.2 jewellery, watches, trinkets, precious stones or metals, money, deeds, securities, stamps, coins or goods or collections of any similar kind;

5.1.3 any goods likely to encourage vermin or other pests or to cause infestation or contamination;

5.1.4 perishable items and/or those requiring a controlled environment or refrigerated or frozen food or drink;

5.1.5 animals, birds or fish or any other living creatures

5.2 If you submit any such goods without our knowledge we will make them available for your collection and if you do not collect such goods within a reasonable time we reserve the right to take further steps in relation to the disposal of any such goods. You must indemnify us against any additional charges, expenses, damages, costs or claims incurred by us as a result.

6. **Payment**

6.1 You must pay our charges so that we have cleared funds in advance of the storage.

6.2 You must not withhold any part of the agreed price.

6.3 We reserve the right to charge interest on overdue amounts.

6.4 Payment terms may only be varied with our written agreement in advance.

7. **Our Liability for Loss or Damage**

7.1 Limited Liability" – If you have selected our Limited Liability service as detailed in Clause 3.1.1 then storage of the goods in the unit is at your sole risk and our liability for loss or damage to your goods caused by normal perils, including as a result of our negligence will not exceed £50.

7.2 We shall not be liable to the extent that loss or damage is caused or contributed to by moving goods under your express instructions, against our advice, and in a manner which is likely to cause damage.

7.3 We are not liable on a "new for old" basis for any lost or damaged goods.

8. **Insurance Option**

8.1 We shall take out and maintain a contract of insurance in accordance with the summary of terms provided to you providing cover to us for the Goods and for the purposes of such insurance cover, the replacement value of the Goods shall be the value of the Goods stated in the Quotation.

8.2 If loss or damage occurs to the Goods as a result of any matter which may result in a claim under such insurance cover, we shall notify the insurer promptly of the claim and in any event within 2 business days of receipt from you of a written direction to notify a claim in the form attached to the summary of terms. For the purposes of processing any such claim You shall provide us, the insurer or any agent of the insurer appointed to investigate such claim with such information and existence as may reasonably be required in relation to the claim.

We will also provide to you, or the insurer, or any agent of the insurer appointed to investigate the claim, with such information and assistance in relation to the claim as may reasonably be required. While we will, in accordance with the previous provisions of this paragraph, notify claims to the insurer, we are not under any circumstances obliged to start or threaten to start any legal proceedings in relation to any such claim (unless specifically agreed with you in writing).

8.3 In the event that we make a claim under such insurance cover in respect of damage or loss caused to the Goods, we shall pay or arrange for payment to You that part of any proceeds of such claim made by us which relates to such damage or loss to the Goods after deduction of any outstanding sums due to us

from you. For the avoidance of doubt, You acknowledge that our liability in respect of any claim under such insurance cover is restricted to the payment to You of those sums which we recover which relate to the Goods.

8.4 We do not give any advice concerning the insurance cover referred to in Condition 8 and it is for you to make your own judgement whether such insurance is appropriate to cover the Goods and risks to them.

8.5 Nothing in this Condition 8 shall make us “Your agent”

8.6 You must notify us as soon as reasonably possible of any damage to your property

9. **Excluded Risks**

9.1 We are not liable for the following:

9.1.1 Loss or damage to cars or other motor vehicles (except motor cycles and mopeds or the like) and/or, boats and/or caravans

9.1.2 Electrical and mechanical derangement unless shown to be as a result of physical external damage to the item concerned or as a result of fire, lightning, aircraft, explosion, earthquake, riot, strike, civil commotion, malicious damage, storm, flood, burst pipes, escape of water or impact by vehicles

9.1.3 Loss or damage which occurs prior to the storage commencing.

9.1.4 Loss or damage to jewellery, watches, trinkets, precious stones, precious metals, coins, money, deeds, bonds, securities and stamps or collections of similar kind.

9.1.5 Loss or damage caused by wear and tear, gradual deterioration, warping or shrinkage, moth and/or vermin unless it can reasonably be demonstrated that such loss or damage arose as a result of our actions or failings of those of our subcontractors, agents or servants.

9.1.6 Any consequential loss.

9.1.7 Loss or damage to refrigerated or frozen food and/or drink, plants, house plants, brittle objects, items with inherent defects or inherent vice howsoever caused and/or goods likely to encourage vermin or other pests or to cause infection.

9.1.8 Prohibited or stolen goods, drugs, potentially dangerous, damaging or explosive items including gas bottles, aerosols, paints, firearms and ammunition.

9.1.9 Animals and their cages or tanks including pets, birds or fish.

9.1.10 Mysterious disappearance of goods in store unless evidence can be provided to prove beyond all reasonable doubt that the loss is solely attributable to the dishonesty or connivance of our employees

9.2 None of our employees will incur any separate liability to you.

9.3 If the value of your goods in store are, at the time of loss or damage, collectively of greater value than the value declared, then you will bear the equivalent proportion of the claim in the same ratio as the actual value exceeds the declared value.

9.4 Our liability is limited to the reasonable cost of repair and no claim will be considered in respect of any depreciation in value of any item as a result of such repair.

9.5 Where any item consists of items in a pair or set, we will not pay more than the value of any particular part or parts which may be lost or damaged, without reference to any special value which such part or parts may have as part of a pair or set, nor more than a proportionate part of the declared value of the pair or set.

9.6 Theft unless accompanied by forcible and violent entry or exit to the premises.

9.7 Accidental damage

9.8 Radioactive Contamination, chemical, biological or biological contamination or terrorism

10. **Time Limit for Making Claims**

You must notify us immediately of any loss or damage to your goods being noticed and you must then

verify this in writing within 7 days of the original notification. If you fail to make a notification to us of such loss or damage we will not be liable.

11. **Withholding or Disposal of the Goods**

We have a right to withhold and/or ultimately dispose of some or all of the goods until you have paid all our charges and any other payments due under this or any other agreement between us. These may include any charges which we have paid out on your behalf. While we hold the goods you will be liable to pay all storage charges and other costs incurred by us as a result of withholding your goods and these Terms and Conditions will continue to apply.

If payment remains outstanding 30 days after a final demand for payment that has been sent to the Licensee's last know postal address and email address recorded on the Licence Agreement, the goods shall be deemed abandoned. The Operator shall be entitled without notice or liability to the Licensee, to enter the storage unit and remove, sell, destroy or otherwise dispose of the goods with any proceeds applied against outstanding sums and associated costs.

12. **Storage Charges**

We may change our storage charges and you will be given 30 days notice of any such change in advance in writing.

13. **Applicable Law**

These Terms and Conditions are subject to the Law of England and Wales.

14. **Whole Agreement**

These Terms and Conditions together with our quotation form the whole agreement between us and all other correspondence or oral discussions or representations are excluded.

15. **Termination**

We may terminate this contract within 30 days in writing. If you wish to terminate this agreement while your goods are in storage you must give at least 5 working days notice in writing. You remain liable for charges for storage up to the date of release of the goods to you.