



Terms and Conditions of the Contract for the provision of Storage Services

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LOK'nSTORE SCHEDULE OF CHARGES

Please pay your storage fees on time to avoid any charges

Please also note that a 5% late payer's surcharge will be added to your weekly storage fees if your account falls into arrears

Late status 1 (10 days overdue)	No charge
Late status 2 (20 days overdue)	No Charge
Late status 3 (28 days overdue) [Administration costs]	£10
Late status 4 (43 days overdue) [Administration & cost of listing goods]	£50
Late status 5 (56 days overdue) [Administration and disposal of goods]	£50
Cheque returned unpaid costs	£10
Direct Debit/Standing Order returned	£10
Removal of lock from unit	£10 per lock
Unreturned/lost trolley	£5 per day/replacement cost
Clear unit of rubbish etc	£25 + full disposal cost

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TERMS AND CONDITIONS OF STORAGE SERVICES

Under the Contract for the provision of storage services

1 DEFINITIONS AND INTERPRETATION

- 1.1 **"We, Us, Our"** means the storage service provider, also known as the 'Company';
- 1.2 **"You, Your"** the 'Customer';
- 1.3 **"Site, Facility"** the premises on which the nominated 'Storage Space' is situated and the storage solution is initially delivered;
- 1.4 **"Agreement", "Summary Agreement"** means the contract entered into for the provision of storage of goods and any related services to the Customer; The contract (taken together with the ancillary documents) includes the advice given by Lok'nStore Staff on the Customer's storage requirements and presents the storage solution as advised by Lok'nStore staff who will deliver the solution;
- 1.5 **"Storage Space"** means the currently nominated storage area specified in the Agreement or any alternative nominated storage area that. We may specify which can be secured to restrict access solely to the Customer, their Agents and the Company;
- 1.6 **"The Goods"** means anything you store in the 'Storage Space' at any time during the term of this Agreement;
- 1.7 **"Access hours"** means the hours we permit You access to the 'Storage Space';
- 1.8 **"Agreement Fees"** the Weekly Rate specified in Your Summary Agreement subject to VAT at the current applicable rate;
- 1.9 **"Deposit"** the Deposit specified in Your Summary Agreement; The Deposit is a security for the performance of the Agreement Conditions and is separate from the Agreement Fee. The Deposit is due and payable on or before the Start Date;
- 1.10 **"Start Date"** the Date specified in Your Summary Agreement on which the Agreement commences;
- 1.11 **"Termination Date"** the Date of termination of this Agreement in accordance with Clause 24 and/or specified in Your Summary Agreement;
- 1.12 **"Total value of the Goods"** means the monetary value of the goods specified by the Customer in the Insurance Application Form;
- 1.13 **"Insurance"** Customer Goods Insurance may be provided by Us in accordance with Clause 18 below and in accordance with the Customer Declarations made in the 'Contract for the provision of Storage Services' and in accordance with the 'Summary of Cover Document';
- 1.14 **"Prohibited Goods"** means the list of Prohibited Goods specified in Your Summary Agreement
- 1.15 **"Schedule of Charges"** means the Schedule of Charges issued to You detailing the charges which will be levied for late payments, cheques returned unpaid Direct Debit/standing orders returned, removal of lock from the Storage Space etc;
- 1.16 **"Direct Debit"** An instruction by You to Your bank or building society which authorises Us to collect any Agreement Fee or charge as described in the Schedule of Charges automatically when due.

2 AGREEMENT AND ACCESS BY YOU OR YOUR AGENTS

- 2.1 Subject to the terms and conditions set out below, We give You the right (in common with Us and all others authorised by Us) to use the Storage Space for the purpose of the storage of Goods and related services including the depositing, removing, substituting or inspecting the Goods and the Storage Space. We will also give you flexibility to increase or decrease or otherwise alter the Storage Space you use or alter the location.
- 2.2 Where You are two or more persons your obligations under this Agreement shall be obligations of each of you both separately and collectively.
- 2.3 You may use or otherwise enter the Storage Space only during Our published business hours, or at other times by prior arrangement with Us. We will try to provide You with notice of any change to Our published business hours but We reserve the right to change them without prior notice.
- 2.4 This Agreement shall commence on the Start Date and shall continue until terminated in accordance with Clause 24.
- 2.5 This Agreement is personal to You. The rights given to You under this Agreement may only be exercised by You. You may allow other people, for example Your employees, agents or contractors to exercise Your rights subject to Our discretion to refuse them permission to do so.
- 2.6 Where this Agreement allows or requires You to do anything or prevents You from doing anything, this includes any person acting on Your behalf. You agree that You are responsible for ensuring that any person acting on Your behalf under this Agreement does so only in accordance with its terms. You are responsible and liable to Us and to other users of the Site.
- 2.7 You may withdraw any such authorisation at any time for your employees, agents or contractors but the withdrawal will not be effective until We receive it in writing.
- 2.8 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) and we may refuse access to any person (including You) who is unable to provide satisfactory proof of identity. We may refuse You or your agents access at any time if we consider at our sole discretion that the safety of any person on the Site, or the security of the Facility, the Site, the Goods, or other users of the Facility or their Goods will be put at risk.
- 2.9 You are required to sign in at Reception on arrival, where you will be informed as to the location of your Goods at that time to access your Goods.
- 2.10 This Agreement does not grant You a tenancy or exclusive possession of the Storage Space or any other area of the facility or create any interest in land.**

3 YOUR OBLIGATIONS

3.1 You will:

- 3.1.1 pay Us the Deposit in accordance with the terms of Clause 4.1 and on or before the due date for payment detailed in that Clause;
- 3.1.2 throughout the term of this Agreement (and, where this applies, following termination) pay Us the Agreement Fee together with VAT (if applicable) and any other charges We may make under Our Schedule of Charges and interest in accordance with the terms of Clauses 4.1 and 5.1 and on or before the due dates for payment detailed in those Clauses. It is important that You make payment to Us on time of any sum You owe Us under this Agreement. You must make Your payments whether We send You an invoice or not;**
- 3.1.3 use the Storage Space for the purpose of storage of Goods only;
- 3.1.4 not store anything included in Our List of Prohibited Goods. Our current List of Prohibited Goods is included in the Summary Agreement. We are entitled to change Our List of Prohibited Goods on not less than 28 days' notice in writing to You. Your right to terminate this Agreement under Clause 24 enables You to cancel this Agreement without penalty if You object to this;
- 3.1.5 not do or allow anything to be done at the Storage Space which may be or become a nuisance or annoyance to Us or any other person, including Our landlord, a customer of any other Storage Space or the occupier of any property adjoining the Site;
- 3.1.6 take reasonable care of the Storage Space, make good and pay for all damage (including accidental damage) caused by You to any person or property, including to the Storage Space, any other Storage Space, the Site or any of Our buildings and notify Us immediately in the event of any such damage;
- 3.1.7 not do or allow anything to be done by reason of which any insurance in force relating to the Storage Space, the Site, any of Our buildings or any other Storage Space may be made invalid or capable of being suspended, cancelled or revoked, or would result in the rate of premium of that insurance being increased;
- 3.1.8 not assign or otherwise transfer this Agreement or grant sub-Agreements in respect of the Storage Space or allow any other person into possession or occupation of the Storage Space;
- 3.1.9 not display any signs or notices, paint or do any mechanical work, or attach anything to the internal or external surfaces of the Storage Space without Our prior consent in writing;
- 3.1.10 not do any act or thing which would be in or which might amount to a breach of any statutory requirement affecting the Storage Space;

- 3.1.11 fully protect Us and keep Us fully protected against all losses, claims, demands, actions, proceedings, damages, costs, expenses or other liability arising in any way from this Agreement, including any breach by You or anyone acting on Your behalf of any of its terms and You will pay to Us on demand any and all sums which, resulting from any such liability or breach, We may pay, be liable to pay or otherwise incur;
- 3.1.12 at all times act in a responsible manner, take reasonable care and observe all reasonable rules and regulations regarding Your conduct (including fire regulations and health and safety) as We may from time to time post at or in the vicinity of the Storage Space, the Site or any of Our buildings or which We may otherwise notify to You in advance, or to which You may be directed while on Site by any of Our employees, agents or contractors;
- 3.1.13 permit Us, Our employees, agents and contractors to enter the Storage Space and will not hinder or prevent Us or Our employees, agents or contractors from exercising Our rights of possession and control of the Storage Space, any of Our other Storage Spaces, the Site or any of Our buildings.

4 PAYMENT

- 4.1 The Deposit is a security for the performance of the Agreement Conditions (as contained within this agreement) and is separate from the Agreement Fee. The Deposit is due and payable on or before the Start Date. You are not entitled to offset any part of the Deposit against any fees charges or interest (including late payment charges) due and payable by You at any time. Provided that the Storage Space is properly vacated, the Deposit is refundable (without interest) following termination of this Agreement, less any amount We deduct to cover any Agreement Fee or part of it, any of Our charges or any interest which has not been paid, any clean up or removal or other charges or interest which You may incur, or any other obligation which You owe to Us that You have not or not adequately performed.
 - 4.1.1 We may, at Our sole discretion, agree to waive the Deposit described in section 3.1.1 and 4.1. Should We do this, you must pay all future Agreement Fees by Direct Debit. Should you fail to pay any Agreement Fees on time or cancel your Direct Debit with your bank, we reserve the right to add a Deposit to your account immediately as described in clause 4.1. The Deposit will be payable by You immediately.
- 4.2 The Agreement Fee must be paid in advance for each 28 day period of the term of this Agreement (referred to in this Agreement as an "**Agreement Period**"). You must pay the first instalment to Us on or before the Start Date. You must pay each subsequent Agreement Fee to Us on or before the start of the next following Agreement Period. Our first invoice will be presented to You when You enter into this Agreement and shall set out the Deposit and the amount due and payable for the first Agreement Period. All other invoices will be sent to You before the start of the next following Agreement Period.

- 4.3 We will accept payment by cheque (please note that for all cheques there is a 7 day period for clearance), cash, MasterCard or Visa and can arrange payment by standing order or direct debit. We will charge You an administration fee as set out in Our Schedule of Charges together with any fee charged by the bank to Us if any cheque received from You or on Your behalf is dishonoured or returned or if Your standing order or direct debit is returned unpaid.
- 4.4 All of Our charges are quoted exclusive of VAT unless otherwise stated. No VAT is chargeable on the Deposit.

5 OTHER CHARGES

- 5.1 All of Our charges (other than the Deposit and the Agreement Fee which are as stated above) are as set out in Our Schedule of Charges. A copy of Our Schedule of Charges current at the date of this Agreement is found at the front of this booklet. Further copies are available on request.
- 5.2 We are entitled to increase the Agreement Fee and any of Our charges or rate of interest (including those set out in Our Schedule of Charges) on not less than 28 days' notice in writing to You. For Your information, Our Schedule of Charges is updated periodically. Your right to terminate this Agreement under Clause 24 enables You to cancel this Agreement without penalty if You object to this.
- 5.3 We are entitled to charge any government taxes or charges (including any value added tax or insurance premium tax) levied on any supplies made under this Agreement.

6 NON-PAYMENT: OUR RIGHTS

Charging Interest

- 6.1 If any sum payable is overdue for more than 28 days, We will be entitled to charge You interest on the overdue amount in accordance with Our Schedule of Charges.**

Letter Charges

- 6.2 If We write a letter to You about non-payment of any sum payable or Your breach of any of the terms of this Agreement, We will be entitled to charge You for doing so in accordance with Our Schedule of Charges.**

Allocation of Your payments

- 6.3 Overdue payments that You make to Us will first be allocated against any late charges arising and then the balance allocated against the oldest outstanding invoices.**

Denying Access

- 6.4 If any Agreement Fee or part of it becomes overdue by more than 28 days, We may deny You access to Your Goods until payment in full of all amounts You owe Us has been made without deduction.**

- 6.4.1 For this purpose, We may and You allow Us to place Our own lock on the Storage Space as well as or instead of any lock currently on the Storage Space.
- 6.4.2 Where We have agreed to waive the Deposit as described in clause 4.1.1 and payment of any Agreement Fees falls into arrears, We may deny You access to Your Goods immediately and until payment has been made in full.

Impounding the Goods

- 6.5 In default of payment of any Agreement Fee or part of it, We shall be entitled to keep and to hold all Goods stored at the Storage Space (whether for You or for or behalf of any other person) until payment in full of all amounts You owe Us (including any charges and interest) has been made without deduction.
 - 6.5.1 For this purpose We may and You allow Us without further notice to enter the Storage Space and to take possession of the Goods stored in the Storage Space.
 - 6.5.2 If the Storage Space is entered into by Us following the exercise by Us of Our rights under this Clause, We will take an inventory of all Goods stored. The inventory shall be conclusive evidence of the contents of the Storage Space. We will send You a copy of the inventory.
 - 6.5.3 We shall be entitled to charge You for any costs or damage incurred in entering the Storage Space in accordance with Our Schedule of Charges.
 - 6.5.4 If We exercise any of Our rights under this Clause to deny access to the Storage Space or to impound the Goods:
 - 6.5.4.1 We will not gain any interest in or become responsible for the Goods and the Goods may be removed and will be held by Us at Your risk until the default is remedied.
 - 6.5.4.2 We shall not be liable to You for any damage to any lock which We remove or the cost of its replacement or for any loss or damage to the Goods or any losses which You may incur because Your access to the Storage Space is denied or the Goods are impounded.
 - 6.5.4.3 Access will not be permitted nor will the Goods be released to You until We are in receipt of cleared funds for all amounts You owe Us (including any charges and interest) without deduction.
 - 6.5.4.4 We will notify You in writing by registered or recorded delivery post that We have denied You access or impounded the Goods.

Selling the Goods

- 6.5.5 If any amount which You owe to Us has not been paid in full (including any charges and interest) and without deduction within 56 days of it becoming due, We shall be entitled to sell or otherwise dispose of the Goods and apply the proceeds against all sums that are unpaid and all expenses that are incurred by Us resulting from any sale or disposal. Part payment of any amount shall not prevent Us from exercising Our rights under this clause.
- 6.5.6 We will give You notice in writing by registered or recorded delivery post setting out the details of the Goods, the location where the Goods are being held, details of the total amount You owe Us, the date by which You must pay Us in full (including any charges and interest) without deduction and information about how to contact Us. We will give You a period of 7 days from the date We give You notice to make payment in full (including any charges and interest) without deduction. If You do not make this payment within this period We will then be able to sell or dispose of the Goods as set out in this Clause.
- 6.5.7 If there is a sale or disposal, We will try to obtain the market value for the Goods. We will then be entitled to deduct from the amount We receive all sums due to Us (including any reasonable costs and expenses incurred by Us, for example postage, legal and professional fees and the costs of sale).
- 6.5.8 The balance (if any), after deduction of all sums due to Us (as explained in Clause 6.5.7 above), will be payable to You by cheque which will be sent to You at the address set out in this Agreement or any other address that You have notified to Us in writing in advance. If there are insufficient proceeds from the sale or disposal to satisfy all sums due and owing to Us then You must pay Us the balance within 7 days of Us notifying You in writing of the amount due.
- 6.5.9 If the Goods cannot for any reason be sold economically, or they remain unsold despite Our efforts, You authorise Us to treat them as abandoned by You and at Your sole cost and expense to destroy or otherwise dispose of them in whatever way We think fit.
- 6.5.10 If, in our opinion, the Goods are either not saleable, fail to sell when offered for sale, or are not of sufficient value to warrant the expense of attempting to sell, You authorise Us to treat the Goods as abandoned and You agree that We dispose of all Goods by any means at Your cost.
- 6.5.10.1 We may dispose of the Goods at our discretion in the event that;
- Goods are damaged due to fire, flood or other event that has rendered them, in our opinion, severely damaged, of no commercial value, or dangerous to persons or property, or

- **Goods may contain personal data belonging to You or others. We do not need Your prior approval to take this action but will send Notice to You within 7 days of assessing damaged Goods.**

Any items left unattended in common areas or outside Your Unit at any time shall be treated as abandoned and may at Our discretion be moved, sold or disposed of immediately with no liability to Us.

6.5.11 We shall be entitled to continue to charge for storage from the date the Debt becomes due until payment is made in full or the Goods are sold or disposed of.

6.5.12 On expiry or termination of this Agreement, if You fail to remove all Goods from the Unit, We are authorised to treat the Goods as abandoned and may sell or dispose of all Goods by any means. You remain liable for Storage Fees for the period from abandonment to the sale or disposal of the Goods together with any costs of disposal.

6.6 Our rights under this Clause are in addition to any rights We may have under the general law.

7 NO WARRANTY

It is Your responsibility to inspect the Storage Space in advance and during Your storage in order to be certain that it is and remains suitable for Your requirements. We are not offering You any guarantee either about the suitability of the Storage Space or any other matter, either at the start of this Agreement or subsequently. We strongly advise You to inspect the Storage Space from time to time.

8 GOODS STORED

We may refuse You the right to store any Goods at or require You to remove any Goods from the Storage Space, the Site, any other Storage Space or any of Our buildings at any time, including if in Our reasonable opinion those Goods may constitute a health or safety risk or endanger the security of any person or are Goods of the type which We consider to be on the list of Prohibited Goods.

9 UNATTENDED GOODS RECEIVED

We will not, save in exceptional circumstances and by prior arrangement, accept "unattended goods" for storage. Where arrangements are made, We are not responsible for checking the type, condition or quality of goods on receipt. You will ensure that no goods are consigned to Us nor are marked or delivered "care of" Us and that they shall be properly addressed to You. We are entitled to charge You additional fees for this service and for any subsequent storage of goods in accordance with Our Schedule of Charges. Any goods which are delivered to or left at or outside any site out of opening hours are Your entire responsibility. Any goods which are deposited or left by You anywhere other than in the Storage Space are Your entire responsibility. We may, if You so request

and provided We agree, place those goods in the Storage Space if You have given Us a key enabling Us to access the Storage Space and if You pay Us on demand. Our charges for this service will be either in accordance with Our Schedule of Charges or by specific agreement with you.

10 MOVING THE GOODS

- 10.1 You agree that We may at any time move the Goods from the currently nominated Storage Space to another equivalent Storage Space or Storage Spaces or alternative Storage site specified by Us. Where we do this it shall be at Our own cost.
- 10.2 If You fail to move all the Goods when required by Us to do so and We move them, We will not gain any interest in or become responsible for the Goods and they will be removed and held by Us at Your risk. We will not be liable to You for any damage to any lock which We remove or the cost of its replacement or for any loss or damage to the Goods or any losses which You may incur as a result.
- 10.3 If the Goods are moved to an alternative 'Storage Space', this Agreement may be varied by the substitution of the alternative 'Storage Space' number but shall otherwise continue in full force and effect and Our Fees at the current published rate will continue to apply to your use of the alternative 'Storage Space'.
- 10.4 If the alternative Storage space is greater or smaller Our Fees may be amended accordingly by agreement with You.
- 10.5 We will notify You in writing (except where We are acting in an emergency) if We exercise any of Our rights under this Clause.

11 GENERAL RULES

You may bring pets on to the Site but must not allow them into any of Our buildings. You may not play any music nor use any radio or amplifier anywhere on Site. You must keep the hallways and common parts of the building clear of obstruction. You must not use the Storage Space as an office or workshop.

12 WASTE DISPOSAL

We will provide a reasonable waste disposal facility, but should You generate a large amount of waste it is Your responsibility to remove this from the Site at Your own cost and expense (in accordance with Our Schedule of Charges).

13 PALLETS

You must remove from Site or You must properly and neatly put away all empty pallets in Your Storage Space. If You do not do so, We reserve the right to charge You in accordance with Our Schedule of Charges.

14 FORKLIFT TRUCKS

You are allowed to use a forklift truck on Site upon receipt of written confirmation from Us. You will be required to produce a valid forklift licence and a certificate or other confirmation of insurance acceptable to Us. Any damage caused by You using any forklift truck is Your entire responsibility and We are entitled to charge You for that damage.

15 ADDRESS

You must not live in nor conduct any trade, business or profession in or from the Storage Space nor permit any other person to do so. You are not permitted to use the Storage Space, the Site or any other Storage Space, site or any of Our offices as a residential, business or other postal address, save exceptionally by prior arrangement for the purposes of delivery of items intended for storage in the Storage Space only. We are entitled to charge additional fees for this service in accordance with Our Schedule of Charges.

16 DELIVERIES AND COLLECTIONS

- 16.1 We accept no responsibility for any postal deliveries made without prior arrangement and payment by You of all applicable charges on or before the due date for payment.
- 16.2 If you require us to accept deliveries or hold goods for collection on your behalf you will indemnify the company and its employees for any loss or shortages therefrom.

17 VALUE OF GOODS STORED

The total value of Goods to be stored in the Storage Space MUST NOT at any time exceed the figure which You declare to Us at the beginning of this Agreement. We rely solely on You to advise Us correctly of the total value of the Goods stored in the Storage Space. In the event that the total value of Goods stored in the Storage Space will or may exceed this figure, You must notify Us in writing immediately. You warrant and represent to Us that the total value of Goods stored in the Storage Space will not exceed at any time the figure which You advise Us. If You do not provide Us with a figure, We will assume that the Goods stored are of nil value and if You do not advise Us of any change, We will assume that the last figure advised by You is correct.

18 INSURANCE

- 18.1 You guarantee to Us that You will at all times during the term of this Agreement have insurance cover in place for at least the full replacement value of all Goods stored in the Storage Space. This amount may be greater than the value of the Goods. We do not give any advice concerning insurance cover given by any policy and You must make Your own judgment as to adequacy of cover even when arranged by Us. Inspection of any insurance documents provided by You to demonstrate cover does not mean that We have approved the cover or confirmed it is sufficient.
- 18.2 Where you have opted to accept the Insurance cover available via Us, We shall take out and maintain a contract of insurance in accordance with a Summary of Insurance document provided to You. This will provide cover for the Goods for the value stated as the full total replacement value of the Goods as new on the cover sheet. We do not carry out any valuation of the Goods and are not responsible for ensuring that the full replacement value as new as stated by You in the cover sheet is an accurate or true valuation of the full replacement value as new of the Goods at any time. You are responsible for ensuring that insurance cover for the value of Goods insured is maintained at an adequate level throughout the period of this Agreement. If loss or damage occurs to the Goods as a result of any matter which may result in a claim under our insurance policy, after receipt from You of a written request to notify a claim, we will notify our insurer promptly of the claim. For the purposes of processing any such claim, You shall provide us and/or our insurer or any of its agents appointed to investigate such claim (such as a loss adjuster) with such information and evidence as may reasonably be required in relation to the claim. We shall pay or arrange for payment to You that part of any proceeds of any claim made by Us which relates to damage or loss to the Goods after deduction of any outstanding sums due to Us from You. In the event that we make a claim under our insurance policy in respect of loss or damage to the Goods, You acknowledge that our liability to make any payments to You in relation to such claim is restricted to payment to You of the amount that we recover from our insurer under our insurance policy in relation to the Goods. Whilst we will notify claims to our insurer, we are not under any circumstances obliged to start or threaten to start any legal proceedings in relation to any such claim. Nothing in this Agreement shall make or be deemed to make Us Your agent. If You fail to pay any insurance related administrative charges / fees, then any insurance cover in respect of the Goods will cease immediately from the date such charges are due.
- 18.3 If You choose to decline the cover available to You from Our nominated insurer, You guarantee to Us that before bringing any Goods on Site You will insure them against all 'normal perils' under a valid contract of insurance with a reputable insurance company for their full replacement value and will not cause or allow that insurance cover to lapse whilst the Goods or any of them remain on Site.

18.4 In Clause 18.3, the phrase 'normal perils' means actual physical loss of or damage to Your Goods caused by fire, lightning, explosion, earthquake, storm, flood, ingress of water or any liquid substance, theft accompanied by forcible and violent entry or exit, riot, strike, civil commotion, malicious damage, impact by vehicles or rolling stock, moth insect and vermin from an external cause, aircraft or articles dropped therefrom.

19 LIMITATION OF LIABILITY

19.1 We are not liable to You except as set out in writing in this Agreement.

19.2 In the event that we are negligent, our total cumulative liability to You and to any other person under this Agreement shall be limited to £50 (fifty) pounds in respect of all destruction, loss of or damage to Goods due to 'normal perils' (as defined in Clause 18.4).

19.3 We are not responsible for the acts or omissions of any person acting on Your behalf or acting outside Our authority or control, nor are We responsible to the extent that any loss or damage (a) would be covered by insurance cover which You or any injured party may have; (b) arises from Your own negligent acts or omissions; (c) arises from a breach by You of the terms of this Agreement; (d) arises from a breach of any instructions issued by Us from time to time; or (e) results from ordinary wear and tear, natural deterioration, atmospheric or climatic conditions.

19.4 You must take care of Your personal belongings when on Site. We are not responsible should You lose or misplace any personal belongings during any Site visit. You must not leave, deposit or store any cash in the Storage Space. We are not in any way responsible for any cash which is left, deposited or stored in the Storage Space.

19.5 We are not liable to You or to any other person for any direct or indirect losses arising out of or associated with any damage to the Goods, including any loss of data, earnings, profits, revenue, turnover, sales, production, anticipated savings, goodwill, business opportunities or contracts, or any other forms of economic loss whatsoever.

19.6 You warrant that throughout this Agreement, the Goods in the 'Storage Space' 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 Goods in the 'Storage Space' on the terms and conditions in this Agreement and that You act as a duly authorised agent of any such person. You indemnify us against any loss or damage suffered by us for breach of this warranty including against any loss, damage or expenses incurred by us (including any reasonably incurred legal fees) arising from any step or action taken by any person who owns or has an interest in the Goods.

19.7 Nothing in this Clause or elsewhere in this Agreement limits or excludes Us from any liability for personal injury or death caused by Our negligent act or omission or that of any of Our employees, agents or contractors.

20 CIRCUMSTANCES BEYOND OUR CONTROL

We are not liable to You nor to any other person if We are unable to perform any of Our obligations to You or Our performance is hindered or delayed due to any circumstances beyond Our reasonable control, including any industrial action, labour dispute, acts of God, riots, war, civil commotion, malicious damage, compliance with any law or governmental or court order, ruling, regulation, instruction, direction or statutory obligation, failure of plant or machinery, fire, flood, storm or other adverse weather conditions, cut or failure of power, equipment, systems or software, siege, act of terrorism, police or security alert or any resulting precautionary measures taken.

21 REGULATING THE SITE

- 21.1 You agree that We are entitled to open and enter the Storage Space:-
 - 21.1.1 If We reasonably suspect that any criminal or terrorist activity is being conducted from or is associated with the Storage Space;
 - 21.1.2 If requested to do so by any lawful authority or under a court order;
 - 21.1.3 If We reasonably suspect that anything on the List of Prohibited Goods is being stored in the Storage Space;
 - 21.1.4 In order to prevent injury to a person and/or damage to property (for example, other Storage Spaces or other goods being stored by other people) and/or in order to determine whether it is necessary to do so;
 - 21.1.5 At any given time and for any reasonable purpose.
- 21.2 For this purpose We may and You allow Us without further notice to enter the Storage Space.
- 21.3 We will not gain any interest in or become responsible for the Goods and We will not be liable to You for any damage to any lock which We remove or the cost of its replacement or for any loss or damage to the Goods or any losses which You may incur as a result.
- 21.4 You agree that in these circumstances, We may allow any of the Goods stored in the Storage Space to be removed, seized or confiscated or that We may deliver up any of the Goods if We are asked to do so.
- 21.5 If We have reason to believe that You are not complying with all relevant laws, We may take any action considered necessary, including, but not limited to, contacting, cooperating with and/or submitting Goods to relevant authorities, and/or immediately disposing of or removing Goods at Your expense. You agree that We may take such action at any time even though We could have acted earlier.

22 LOCKING OR OTHERWISE SECURING THE STORAGE SPACE

It is Your responsibility to lock or otherwise secure the Storage Space and to ensure that it is re-locked or otherwise secured after each visit You make and We will not be responsible for locking or securing any unlocked or unsecured Storage Space. You are also responsible for the safety of the Goods in the Storage Space when the Storage Space is unlocked or unsecured during any visit You make to it. We will not be responsible for any loss or damage to the Goods or to any losses which You may incur as a result of the Storage Space being or remaining unlocked or unsecured.

23 KEYS

- 23.1 You are responsible at all times for the safe custody of all keys to all locks which You place on the Storage Space. You must not leave any keys unattended in any lock or anywhere at any time.
- 23.2 You should not leave your key with or permit access to your 'Storage Space' to any person other than your own agent who is responsible to You and subject to your control and if You do so, You do so at your own risk. We do not accept any liability for any loss or damage incurred to your goods where access has been gained through the use of your key. If You are a business or if You are sharing a Storage Space with one or more others, a key to the lock You have placed on the Storage Space may be left with Us by prior arrangement. For this purpose You agree that We will be acting on Your behalf. You agree that We have no liability to You in the event that a key is deposited with Us, except for a general duty of care to avoid the loss or misuse of the key.
- 23.3 These arrangements are for Your convenience and will not result in Our acquiring any interest in or becoming responsible for the Goods stored in the Storage Space.

24 TERMINATION

24.1 This Agreement may be terminated:

24.1.1 by Us immediately on notice to You following any breach by You of any of the terms of this Agreement; or

24.1.2 by You or Us on not less than 7 days' notice to the other.

24.2 Termination of this Agreement for whatever reason shall be in addition to any rights We may have in respect of any breach by You of any of the terms of this Agreement and will not affect any of Your or Our rights or liabilities which have already arisen up to the date of termination.

24.3 No term or condition nor any obligation set out in this Agreement which either expressly or by implication is to continue beyond its termination shall come to an end upon the termination of this Agreement but shall continue in full force and effect until it has been fulfilled or has expired.

25 VACATING

- 25.1 On termination of this Agreement, whether terminated by You or by Us, You must vacate the Storage Space, remove all the Goods from the Storage Space and the Site and remove any lock where appropriate that You have placed on the Storage Space.**
- 25.2 On Your vacation of the Storage Space, it is Your responsibility to empty and clean the Storage Space. If You do not do so, then You will be charged in accordance with Our Schedule of Charges.**
- 25.3 On vacation of the Storage Space, You must pay in full all outstanding Agreement Fees other charges and interest due to Us. The Deposit and any over-payment by You of the Agreement Fee will be refunded to You less any amounts which You owe to Us. If a refund is due, this will normally be made within 14 days of calculation by Us of the amount payable.
- 25.4 In no circumstances are You permitted to apply any of the Deposit as payment in whole or in part of any sums which You owe to Us, including the Agreement Fee payable for the final Agreement Period or any part of it (refer also to clause 4.1). Vacation of the Storage Space by You before the end of any Agreement Period does not entitle You to a refund of any Agreement Fee or any part of it which You have paid to Us for that period.
- 25.5 If You do not vacate the Storage Space, remove all the Goods from the Storage Space and the Site and remove any lock You have placed on the Storage Space, You will have to keep paying Us all sums that would be due under this Agreement as if it had not come to an end. We shall be entitled to treat any Goods You have left in the Storage Space as abandoned by You, We may then immediately exercise any of Our rights set out in Clause 6 above, in particular to sell or otherwise dispose of the Goods. In such circumstances We shall send You a notice confirming that we are treating your goods as abandoned by You and that the goods will be disposed of after 14 days of the issue of such notice. We reserve the right to recover any costs associated with their disposal from You set out in that Clause.**

26 DATA PROTECTION

Personal data (for example, the name of an individual, his or her personal address or email address) which You may provide to Us at any time is used solely for the purposes of administration and the proper performance of Our obligations to You under this Agreement, for Our internal audit and accounting purposes, security procedures, to check Your credit history and for Our own direct marketing purposes as outlined in the Customer Privacy Notice which will be provided to you. You authorise Us to use Your personal data for these purposes. We do not share any of Your personal data with any other person, firm or company. We will at all times treat all personal data which You provide to Us in accordance with General Data Protection Regulation (GDPR), the Data Protection Act 2018 and any other data protection legislation in force. We are registered with the Information Commissioners Office under registration no. Z2662044.

27 AMENDMENT

We may be required to amend the terms of this Agreement to comply with changes in the law or regulatory and other requirements. We may be required to make these changes immediately or on short notice. If We do so We will try to notify You as soon as possible. The terms of this Agreement may not otherwise be varied or amended except in writing by Us on not less than 28 days' notice to You. Except in circumstances where We have had to make any changes immediately or on short notice, Your right to terminate this Agreement under Clause 24 enables You to cancel this Agreement without penalty if You object to this. You acknowledge and agree that We may transfer Our rights under this Agreement to another organisation and will let You know if We plan to do this.

28 NOTICES

All notices to be given by Us or You under this Agreement shall be given in writing and shall be sufficiently served (unless otherwise expressly stated) if delivered by hand or sent by first class prepaid post to the relevant address set out at the top of this Agreement, email, SMS or any other address that has been notified to Us or to You (as appropriate) in advance in writing for this purpose. Any notice to be given under this Agreement shall be deemed to have been duly given, if delivered by hand, on the day of delivery, one day after sending by email and, if sent by post, three days after posting.

29 CHANGE OF ADDRESS

You must notify Us as soon as possible if You change Your address or contact details as set out at the top of this Agreement. We will notify You as soon as possible if We change Our address or contact details.

30 NO WAIVER

Any delay by Us in exercising any of our rights under this Agreement will not affect our rights or be a waiver of those rights nor will any partial exercise of any right exclude a further exercise of that right.

31 SEVERABILITY

Every provision in this Agreement is severable and distinct from every other provision and if at any time one or more provision is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not be affected in any way.

32 ENTIRE AGREEMENT

This Agreement sets out the whole of the agreement between You and Us. You agree that You have not relied on any other oral or written statement made by any person in deciding to enter into this Agreement.

33 NO VARIATION

This Agreement can only be varied in writing and signed by one of Our directors. None of Our other employees or agents has any authority to vary this Agreement on Our behalf whether orally or in writing or to make any representation of fact that is or may be inconsistent with the terms of this Agreement.

34 NO ASSIGNMENT

You may not transfer or assign this Agreement or any part of it or any of Your rights, obligations or commitments made under it to any other person at any time.

35 NO THIRD PARTY RIGHTS

Except as provided for by Clause 2.5, no person other than You and Us shall have any rights under this Agreement and accordingly the Contracts (Rights of Third Parties) Act 1999 (which might otherwise result in the creation of such rights) shall not apply to this Agreement.

36 GOVERNING LAW

This Agreement shall be governed by English law and any dispute or claim that either party brings will be decided by the Courts of England and Wales. The parties must first try to settle any dispute in connection with this Agreement by mediation. Such mediation is to be conducted by a mediator who is independent of the parties and appointed by agreement of the parties. It is a condition precedent to the right of either party to commence arbitration or litigation other than for emergency interlocutory relief, that it has first offered to submit the dispute to mediation.

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Issue no: August/2022/SJW/RD
Date: August 2022