

Agreement Conditions

1. In this Agreement, the following words have the following meanings:

Access Hours

The hours we permit access to the Unit (as displayed on the site) Exeter: 24 hour access with secure PIN code for entry

Business Customer

A customer who is not a domestic customer

Deposit

A security deposit of 4 weeks rental is payable upon signing the agreement to rent a container. The deposit, together with any unused rent is refundable after you move out providing you have given 2 weeks notice

Domestic Customer

Any natural person who is acting for purposes which are outside his trade or profession

Due Date

From the date specified in the Rental Agreement and thereafter on the corresponding date in each period specified in the Agreement (or if the period is four weekly, the first day of each four week period) or in each case on the previous business day if the Due Date falls on a Saturday, Sunday or public holiday.

The Goods

Anything You store in the Unit at any time during this Agreement

Identification: The following forms of identification are required when you move in-

- Proof of ID (e.g. Passport or Photocard UK Driving Licence)
- Proof of Address (e.g. Driving Licence, Utility Bill or Bank Statement)
- Bank Account details for Direct Debit Payments (bank statement or cheque book)
- Alternative contact name, address and contact phone number

Minimum Rental Period

The minimum rental period is 2 weeks. A payment of 4 weeks rent is required in advance

The Agreement

These conditions and information set out in the Rental Agreement

Agreement Commencement Date

The start date specified in the Rental Agreement

Agreement End Date

The date specified in the Rental Agreement (if any) or the date of termination of this Agreement in accordance with Condition 23 or 24

The Agreement Fees

The amount specified in the Rental Agreement (which does not include Insurance).

Prompt Payment

In respect of payment of each and every sum due under this Agreement, payment on the Due Date and in respect of any sum being due under any other agreement between You and us, payment within seven days of that sum being demanded in writing

Site

The premises on which the Unit is situated

Unit

The storage unit specified in the Rental Agreement or any alternative storage unit we may specify

We, us, our

Storage Factory

You, Your

The customer named in the Agreement

You may have other rights granted to You by law in addition to those set out in these Terms and Conditions, which we may not exclude. These Terms and Conditions do not affect those other rights granted by law. If You wish to obtain further information about Your rights, You should speak to Your local Citizen's Advice Bureau or Trading Standards Office.

2. So long as the Agreement Fees are paid up to date, we will have an Agreement with You (but no other person)
 - 2.1 The Unit for the storage of Goods in the Unit in accordance with this Agreement from the Commencement Date until this Agreement is terminated; and
 - 2.2 To have access to the Unit at any time during the Access Hours for the purposes of depositing, removing, substituting or inspecting the Goods and Your regular inspection of the Unit for damage or unsuitability for the Goods. No access to the Unit will be permitted for any other purposes or outside Access Hours. We will try to provide advance warning of changes in Access Hours by notices on Site, but we reserve the right to change Access Hours to other reasonable Access times at any time without giving any prior notice. You will be entitled to terminate the Agreement with immediate effect with no penalty if Your Access Hours are reduced.
- 3 Only You and persons authorised in writing or accompanied by You will be allowed to have access to the Unit. You are responsible for the actions of anyone that You authorise to access the Site and for anyone that You allow to accompany You on to the Site. You may withdraw any authorisation at any time but the withdrawal will not be effective until we receive it in writing. We may ask for proof of identity from You or any other person at any time (although we are not obliged 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 access at any time if we consider in our reasonable discretion that the safety of any person on the Site, or the security of the Unit or its contents, or other units or their contents will be put at risk.

- 4 You must ensure that the Unit is locked so as to be secure from unauthorised entry at all times when You are not in the Unit. We will not be responsible for locking any unlocked Unit or for looking after Your key. You should not leave Your key with or permit access to Your Unit to any person other than someone authorised by You and subject to Your control and if You do so, You do so at Your own risk.
- 5 You will permit us and our agents and contractors to enter the Unit and if necessary we may break the lock to gain entry:-
 - 5.1 If we give You not less than seven days' notice so that we may inspect the Unit or carry out repairs, maintenance and alterations to it or any other unit or part of the Site;
 - 5.2 At any time without notifying You:-
 - 5.2.1 If we reasonably believe that the Unit contains any items described in Condition 8 or is being used in breach of Condition 9 or such entry is effected incidental to the exercise of our powers pursuant to clause 18;
 - 5.2.2 If we are required to do so by the Police, Fire Services, Local Authority or by a Court Order;
 - 5.2.3 For any purpose including that in Condition 5.1 if we believe it is necessary in an emergency;
 - 5.2.4 To obtain access in accordance with Conditions 11 and 17;
 - 5.2.5 To prevent injury or damage to persons or property; or
 - 5.2.6 For the purpose of checking whether the Unit contains any items described in Condition 8 or if we reasonably consider that such entry is necessary to ascertain whether action needs to be taken to prevent injury or damage to persons or property.
- 6 You confirm that throughout this Agreement, the Goods in the Unit from time to time are Your own property or that the person who owns or has an interest in them has given You irrevocable authority to store the Goods in the Unit on the terms and conditions in this Agreement and that You act as a duly authorised agent of any such person. You will pay any costs we incur or claims made against us if this is not true.
- 7 We may refuse to permit You to store any Goods or require You to collect any Goods from the Unit if in our reasonable opinion the safety of any person on the Site, or the security of the Unit or its contents, or other units or their contents would be put at risk by the storage or continued storage of any such Goods.
- 8 You must not store (and You must not allow any other person to store) any of the following in the Unit:-
 - 8.1 Food or perishable goods unless securely packed so that they are protected from and do not attract vermin;
 - 8.2 Birds, fish, animals or any other living creatures;
 - 8.3 Combustible or flammable materials or liquids such as gas, paint, petrol, oil or cleaning solvents;
 - 8.4 Firearms, explosives, weapons or ammunition;
 - 8.5 Chemicals, radioactive materials, biological agents;
 - 8.6 Toxic waste, asbestos or other materials of a potentially dangerous nature;
 - 8.7 Any item which emits any fumes, smell or odour;
 - 8.8 Any illegal substances, illegal items or goods illegally obtained;
 - 8.9 compressed gases.
- 9 You must not (and You must not allow any other person to):-
 - 9.1 Use the Unit or do anything on the Site or in the Unit which may be a nuisance to us or the users of any other unit or any person on the Site;
 - 9.2 Use the Unit as living accommodation or as a home or business address and not use the address of the Site or the Unit for receiving or sending mail;
 - 9.3 Spray paint or do any mechanical work of any kind in the Unit; 9.4. attach anything to the internal or external surfaces of the Unit or make any alteration to the Unit;

- 9.4 Allow any liquid, substance, smell or odour to escape from the Unit or any noise to be audible or vibration to be felt outside the Unit;
 - 9.5 Cause any damage to the Unit or any other unit or the Site or its facilities or to the property of us or any other unit users or other persons on the Site and if You cause any damage You must (at our option) repair, restore or replace such damage or item or reimburse the reasonable costs of making necessary repairs, restoration or replacement or make proper compensation;
 - 9.6 Leave anything in or obstruct or block any part of the Site and You must at all times exercise courtesy to others and reasonable care for Your own safety and that of others in using these areas.
 - 9.7 Connect or provide any utilities or services to the Unit unless authorised in advance in writing by us.
- 10 You must (and You will ensure that anyone authorised by You must):-
- 10.1 Use reasonable care when on the Site or in the Unit and take all reasonable care in respect of the Unit, the Site, and the property of us or any other unit users or other persons on the Site;
 - 10.2 Inform us of any damage or defect to the Unit as soon as You become aware of it;
 - 10.3 Comply with the reasonable directions of any of our employees, agents and contractors at the Site and any further regulations for the use safety and security of the Unit and the Site which we may issue from time to time.
- 11 This Agreement shall not confer on You any right to exclusive possession of the Unit.
- 11.1 We may only by giving You at least fourteen days' written notice require You to remove the Goods from the Unit to another unit specified by us which shall not be smaller than the current Unit.
 - 11.1.1 In the event of a fire or flood or other incident or occurrence at the Site which in Our opinion requires the Unit or any part of the Site to be closed or sealed off;
 - 11.1.2 If We close the Site or any part of the Site for redevelopment, in which case We may require you to move the Goods from the Unit to another unit at another site which We shall try to ensure is as near as possible to the Site in the given circumstances. If we do this then:
 - 11.2 If You do not arrange the removal of Goods to the alternative unit by the date specified in our notice, we and our agents and contractors may enter the Unit and do so. In doing so, we and our agents and contractors will act on Your behalf and the removal will be at Your risk (except for loss or damage caused wilfully or negligently by us and our agents and contractors).
 - 11.3 If the Goods are moved to an alternative unit, this Agreement will be varied by the substitution of the alternative unit number but shall otherwise continue in full force and effect and the Agreement Fees at the rate set out overleaf will continue to apply to Your use of the alternative unit.
- 12 You must pay us the Agreement Fees for the minimum period of storage (if applicable) or otherwise the charge period specified in on signature of this Agreement and thereafter must pay The Agreement Fees on each Due Date.
- 12.1 If your storage contract is linked to a minimum stay and you leave before this stay ends you will be liable for all charges to the end of the agreed minimum stay period of 2 weeks
 - 12.2 In support of our Green policy we will not print or post invoices to Our Customers, however, if requested invoices will be sent via email.
- 13 We may alter the Agreement Fees at any time by giving You at least 20 days written notice and the new Fees shall take effect after this 20 day notice period. You may terminate this Agreement without charge at any time before the new Fees take effect.
- 14 No payment will have been made until we have received clear funds.

- 14.1 In the event that any direct debit is dishonoured, we may charge You for any reasonable costs or losses incurred by us each time the direct debit is not allowed.
- 14.2 If you do not pay the Agreement Fees by the due date then we may charge you our reasonable costs and charges for accepting late payment.
- 15 All sums payable to us under the Agreement will become due immediately upon termination of the Agreement in accordance with Condition 17 unless you have terminated this Agreement due to our negligence.
- 16
- 16.1 You must pay us the Deposit on Your signature of this Agreement. We may deduct from the Deposit any reasonable amount we may in our sole discretion require to cover: -
- 16.1.1 Any breach of Condition 9.6;
- 16.1.2 Any of the Agreement Fees which have not been paid or any unpaid removal or other charges; or
- 16.1.3 Any other obligation to us that You have not performed.
- 16.2 We will return the balance of the Deposit to You (without interest) no more than 21 days after this Agreement terminates. If we are unable to process the repayment following vacation, unclaimed deposits and credit balances will be forfeited after 12 months.
- 16.3 If We deduct any monies from the Deposit You shall on request without delay make up the difference so that the Deposit balance is not reduced.
- 17 If any sum payable under the Agreement is not paid when due, then, in addition to any other rights we may have, we will be entitled to suspend Your access rights to the Unit and the Site and install a new lock on the Unit until the outstanding amount has been received by us.
- 17.1 If any sum payable under the Agreement is still outstanding one month after the service of written notice from us requiring You to pay all outstanding amounts in full, we may in our absolute discretion:
- 17.1.1 Recover possession of the Unit and move Your Goods to the nearest alternative storage facility available for such purpose and charge You for all reasonable costs incurred by us in moving and storing Your Goods, together with any repeated costs if we reasonably require to move Your Goods at any time afterwards;
- 17.1.2 (if we still do not hear from You, having given You 14 days further notice,) sell some or all of Your Goods for the best price reasonably available (and pass good title to them) to discharge any outstanding sums due to us and to cover the costs of sale. You will be liable for collection and auction costs which will be added to your account. If the proceeds of sale are insufficient to discharge Your outstanding sums due to us then You will remain responsible for the balance and we will take action to recover the outstanding amounts through a debt collection agency. You will then also be responsible for the debt collection agency fees. We will pay to You the balance, if any, still remaining; and
- 17.1.3 Treat any Goods not sold in accordance with Condition 17.1.2 as abandoned and destroy or otherwise dispose of them.
- 18 Because the nature and type of goods being stored by You from time to time is entirely within Your discretion (subject to Condition 7 and 8) You must ensure that the Unit is suitable for the storage of the goods that You store or intend to store in it. We cannot guarantee that any unit allocated to You is a suitable place or means of storage for any

particular goods. We strongly advise You to inspect the Unit before storing Goods in the Unit and from time to time throughout the period of this Agreement.

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- 19.1 Please note that we do not insure the Goods whilst they are on Site.
- 19.2 Business Customers; You undertake to us as follows:
 - 19.2.1 That prior to bringing the Goods onto the Site You have taken out adequate insurance in respect of the Goods under a policy which covers at least Normal Perils (as set out below) with a reputable insurance company and will not cause or allow that insurance cover to lapse whilst the Goods or any of them remain on the Site and you acknowledge that you shall be responsible for all uninsured risks including Normal Perils; and
 - 19.2.2 Normal Perils in this Condition mean loss of or damage to Goods caused by fire, lightning, explosion, earthquake, aircraft, storm, flood, bursting and/or leaking pipes, theft, riot, strike, civil commotion, malicious damage, and impact by vehicles.
 - 19.2.3 We recommend that the insurance cover that you take out is for a sum which is at least equal to the replacement value of the Goods stored in the Unit from time to time and require you to provide evidence of such insurance cover prior to granting you access to the Unit and while your goods remain on site.
- 19.3 Domestic Customers;
 - 19.3.1 We require that all Domestic Customers entering into the Agreement also take out and maintain during the period of the Agreement adequate insurance cover. We offer Insurance Cover through the Storage Factory please ask for details or if insuring privately please supply a copy of your Insurance Certificate to the site manager.
 - 19.3.2 We recommend that the insurance cover that you take out is for a sum which is at least equal to the replacement value of the Goods stored in the Unit from time to time and while your goods remain on site.
 - 19.3.3 We do not give any advice concerning such insurance and it is for You to make Your own judgement whether such insurance is appropriate to cover the Goods and risks to them.

20 Nothing in this Agreement is intended to limit our liability to you for physical injury to, or the death of, any person resulting from our negligence or for fraud or wilful default or that of our agents or employees. However:

- 20.1 Subject to the above, to the extent that our liability to you is not limited under clauses 20.2 - 20.5 below, our total financial responsibility to you however arising (including any claim that you may have under 20.2 - 20.5 below) will come to no more than 120% of the value of the Goods as set out by You in Part 1 of this Agreement, even if the actual loss you suffer is more than that.
- 20.2 We will not be responsible for any loss or damage caused by us or our employees or agents in circumstances where there is no breach of legal duty or care owed to You by us or by any of our employees or agents, such loss or damage is not a reasonably foreseeable result of any such breach and any increase in loss or damage resulting from breach by You of any term of the Agreement.
- 20.3 If You are using the Unit in part or in whole for commercial purposes then, subject to Condition 20 above we shall not be responsible for loss of profits (whether direct or indirect), loss of business opportunity, loss of

goodwill, loss of contract nor for other economic loss (direct or indirect) arising out of a breach of the Agreement.

- 20.4 In certain cases we may not be able to allow You access to the Unit or Site, or carry out some of our other obligations because of something that is outside our reasonable control. This could include any natural disaster, riot, strike or lock-out, trade dispute or labour disturbance, accident, breakdown of plant or machinery, fire, flood, electrical power failure, act of terrorism or environmental or health emergency or hazard, or entry into any unit including the Unit or the Site by, or arrest or seizure or confiscation of Goods by competent authorities. If this happens then we will not be responsible for so long as the event continues for failing to allow access to Your Goods. We will try to minimise any effects arising from such circumstances, but if we have not managed to resolve the situation within 3 weeks You will be entitled to terminate the Agreement without charge and to remove Your Goods at the earliest available opportunity.
- 20.5 For Normal Perils Your responsibility shall be limited to £50 (which we consider standard excess on household insurance cover).
- 20.6 You confirm that:
- 20.6.1 You have agreed on Part 1 of this Agreement the total value of all the Goods;
- 20.6.2 The total value of the Goods stored in the Unit from time to time will not exceed that value unless you have agreed this in writing with us.
- 21 You will reimburse us for any reasonable damages, costs and expenses that we incur which arise out of either:
- 21.1 The use of the Unit or the Site by You or anyone of Your servants; or
- 21.2 You allow to access the Unit or Site; or
- 21.3 You will not be responsible for losses we incur which arise from our breach of this Agreement (including where our breach has put You in breach of this Agreement).
- 22 This Agreement shall expire on the Agreement End Date or if no Agreement End Date is specified in Part 1 as described in Condition 23.
- 23 Either You or we may terminate this Agreement as follows:-
- 23.1 By giving at least fourteen days' written notice to the other and termination will take effect from that date, which shall be the Agreement End Date; or
- 23.2 If we commit a breach of this Agreement, which we do not put right within 14 days of You notifying us of it then You may immediately terminate this Agreement.
- 23.3 If You breach this Agreement and do not put that breach right within 14 days of us notifying You of it then we may immediately terminate this Agreement.
- 24 On the Agreement End Date, You must remove all goods 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 goods or rubbish left in the Unit or on the Site. We may treat Goods remaining in the Unit after the Agreement End Date as abandoned and may dispose of them in accordance with Condition 17. You will also be responsible for the removal of any rubbish you create during this Agreement, we do not provide waste bins for your use. If you leave rubbish on the Site or use our bins a charge will be applied to your account for the cost of its removal.
- 25 The Agreement Fees will be apportioned on a daily basis for any period of less than the charge period. Where this Agreement has terminated and You have paid more of the Agreement Fees and charges than are due at the End Date, we will refund the balance to You after deduction of any payments due to us as if the balance were a Deposit under

- Condition 16. Where any payments are still outstanding from You, You must pay us in full before we will release the Goods to You.
- 26 You agree to examine the Goods carefully upon removing them from the Unit and must tell us about any loss or damage to the Goods as soon as is reasonably possible after doing so.
 - 27 If any part of this Agreement is found to be void or unenforceable then that part of the Agreement shall be removed, but the remainder of this Agreement will continue to apply.
 - 28 This Agreement is personal to You. You may not transfer this Agreement, to any other person, firm or company and a breach of this Condition is a serious breach under Condition 23.3.
 - 29 No one other than You or Us will have any rights under this Agreement.
 - 30 Any dispute or claim that either You or we bring will be decided on the basis of the laws of England and Wales by the Courts of England and Wales alone unless You request that your local United Kingdom jurisdiction or law should apply (in which case that other relevant United Kingdom jurisdiction and/or law shall apply).
 - 31 This Agreement shall not create a tenancy or lease or similar arrangement.
 - 32 Where You are two or more persons Your obligations under this Agreement shall be obligations of each of You jointly and separately.
 - 33 If You need to contact Us, please contact us at the address at the start of the Agreement. We will also contact You at the address You have given in this Agreement unless You let us know in writing of a different address.
 - 34 We will not share your personal information with any third party.
 - 35 We reserve the right at any time to modify this Agreement and to change, impose new or additional Terms & Conditions on Your Agreement. Such modifications and or additional Terms & Conditions will be notified to you in writing by post or email giving you 20 days notice of their effective date. Your continued use of the Storage facility will be deemed acceptance thereof. You may terminate this Agreement without charge at any time before the new Terms & Conditions take effect.
 - 36 Any Notice which is given by either You or Us:
 - 36.1 Must be given in writing or via email.
 - 36.2 If given by Us shall be addressed to You and posted or emailed Your address / email address contained in this Agreement and the date of service shall be deemed to be the date on the face of the actual notice.
 - 36.3 If given by You, it must be addressed to Us and served on the Store Manager by hand at the site address of your unit or emailed to the Store Manager at the store.
 - 36.4 You are to notify Us promptly of a change of Your address shown in the Agreement.