

SELF-STORAGE TERMS AND CONDITIONS

Definitions

Licensor: The Registered Company, as listed at the bottom of the Self-Storage Agreement.

Licensee: The person or corporate entity as listed at the top of the Self-Storage Agreement.

The Goods: Any goods or materials brought into storage by the Licensee.

1. Licence

The Licensor hereby grants licence to the Licensee to use the Storage Unit or such other area as may be designated from time to time by the Licensor for the purpose of storage only TOGETHER WITH such rights of access and egress over other parts of the Depot as may be reasonably necessary and incidental to other said user between such times as shall be specified by the Licensor from time to time. All Unit sizes are nominal sizes only and each Unit is priced accordingly.

2. Period

This Licence shall commence on the Start Date and shall continue on a weekly basis until terminated by either party by giving to the other not less than 4 weeks' notice in writing PROVIDED THAT this Licence shall be terminated forthwith upon:-

- failure by the Licensee to pay the Licence Fee on the due date as herein provided; or
- breach by the Licensee of any other obligation under this Licence which is not capable of remedy; or
- upon expiration of reasonable notice (if any) served by the Licensor upon the Licensee requiring the Licensee to remedy any breach of any obligation under this Licence where such breach has not been remedied.

3. The Deposit

The Licensee shall pay the deposit to the Licensor on the signing hereof such deposit to be held by the Licensor until 21 days after the date of termination of this Licence. The Licensor shall refund the Deposit less any unpaid Licence Fee or costs incurred by the Licensor in repairing or cleaning the Storage Unit to the Licensee as hereinafter provided.

4. Licence Fee

The Licensee shall during the subsistence of this Licence pay the Licence Fee in advance, the first such payment to be made upon the signing hereof and subsequent payments to be made for the credit of such account that the Licensor may specify from time to time, such payments to be made every four weeks after the date of signing.

Interest on all unpaid amounts due shall be payable from the date when payment of such amount fell due and shall be calculated on a daily basis at the rate of 2% per month or part thereof compounded monthly.

The Licensor shall have a general as well as a particular lien on any goods owned by the Licensee or which the licensee is entitled to possess for payment of all monies due from the Licensee to the Licensor arising on any account.

5 Licensee's Warranty

The Licensee Hereby Warrants and Represents that:-

- It is either the owner of The Goods or is authorised by such owner to accept the provision of this Agreement on behalf of the owner.
- All Goods brought into the Depot or other premises of the Licensor by or for the Licensee will be securely and properly packed in such condition as not to cause damage or injury to the property or goods of the Licensor or any other Licensee making use of facilities at the Depot whether by spreading of damp, infestation, leakage or the escape of fumes, odours or substances or otherwise howsoever.
- The goods or any part thereof will not include any of the following:-
 - food or perishable goods unless securely packed so that they are protected from and do not attract vermin;
 - birds, fish, animals or any other living creatures;
 - combustible or flammable materials or liquids such as gas, paint, petrol, oil or cleaning solvents;
 - firearms, explosives, weapons or ammunition;
 - chemicals, radioactive materials, biological agents;
 - toxic waste, asbestos or other materials of a potentially dangerous nature;

- any item which emits any fumes, smell or odour;
 - any illegal substances, illegal items or goods illegally obtained;
 - compressed gases.
 - any bullion, coin, precious stones, jewellery.
 - any goods specified as being prohibited in any written notice or list which may be issued from time to time by the Licensor, to the Licensee
Unless specifically agreed with us in writing, in advance of storing such Goods in the Unit.
- The Licensee shall at the request of the Licensor at any time, forthwith provide written particulars to the Licensor of the nature of the Goods at the date of such request and such particulars shall include sufficient information to identify every item within the Storage Unit or in the Depot at that date and any container they may be in. The Licensor may exercise this right unilaterally in the case of any emergency without notice to the Licensee.
 - The goods are insured to their full replacement value by the Licensor.
 - Nothing in relation to the goods or the manner in which they are handled will invalidate any policy of insurance of the Licensor or other Licensees.
 - Any staff provided by or for the Licensee will be suitably skilled and fit (and supervised if appropriate). They will work in a manner which is safe and convenient to them and anyone else in the Depot. Any equipment provided by or on behalf of the Licensee for use by such persons shall be safe and properly maintained. The Licensee also will not provide any staff at the Depot who have been convicted of an offence of theft, robbery, burglary, deception or fraud.
 - The Storage Unit will only be used for the storage of the Goods and for no other purpose whatsoever, including but not limited to running a business from the Unit or using the Unit as accommodation.

6. Termination

- The Licensee shall before 4pm on the notice day of termination of this agreement expires, remove all of The Goods from the Storage Depot leaving the Storage Unit vacant, free from contamination and ready for use by any subsequent Licensee.
- (i) In the event of failure by the Licensee to pay the Licence Fee or any other monies whatsoever when due to the Licensor or to remove any of The Goods from the Storage Depot upon termination of this agreement, the Licensor may, at its absolute discretion and without prejudice to its other rights and remedies against the Licensee, break open the Storage Unit, and seize The Goods, giving the Licensee 14 days' notice in writing to the Licensee's last address by recorded delivery of the Licensor's intention to sell or otherwise dispose of The Goods at the Licensee's entire risk and expense if such amount is not paid and/or The Goods are not removed in the meantime.
 - Upon the expiry of the said 14 days' notice period provided at paragraph 6 (b) (i), the Licensor shall be entitled to sell or otherwise dispose of The Goods or any part thereof by any means at the Licensee's entire risk and expense. The balance of the proceeds of any such sale, after deducting all reasonable costs, charges and expenses (including those of the Licensor) of and incidental to the removal and sale of The Goods shall be applied, first in satisfaction of the Licence Fee and any other amount whatsoever due to the Licensor from the Licensee, credit being given for The Deposit held by the Licensor and the balance shall be remitted to the Licensee.
- Notwithstanding termination of the Licence, the Licensor shall nevertheless be entitled to charge an amount equivalent to the Licence Fee for so long as The Goods are in the Depot or other premises of the Licensor, whether the Licensor has been requested to remove them or not, or whether or not the goods have been detained under the Licensor's Lien.

7. Risk

- (i) The Licensor excludes responsibility for loss of or damage to goods except that this exclusion shall not apply if the loss or damage arises from the negligent or intentional act or default of the Licensor, its agents (acting in pursuance of their duties) or employees (acting in pursuance of their duties). In any case the Licensor's liability shall not exceed a total of £50 (fifty pounds) in respect of which a claim arises. The Licensor shall not be liable for loss or damage

arising out of storm, flood, fire, explosion, riot, terrorism or other causes beyond reasonable control of the Licensor, its employees or agents. In no case shall the Licensor be liable for any indirect or consequential loss of any kind whatsoever and further the Licensor excludes liability of any loss or damage caused by the act or default of any other Licensee.

- The Licensor shall not be liable in respect of any claim unless such claim has been notified to the Licensor at its office at the time of discovery of the loss or damage to the Licensee's property or at the time of removal from the Unit, whichever is the soonest, and confirmed in writing within 7 days.

The Licensee shall indemnify the Licensor in respect of any loss, damage and expense suffered by the Licensor, its employees or agents and all claims, demands, liability or expenses (including reasonable costs of investigation and defence) by any third party against the Licensor, its employees or agents, arising out of or based upon any act or omission, actual or alleged, or breach of contract by the Licensee, its agents or employees, or arising from the exercise by the Licensor or its rights under this agreement.

8. Insurance

The Licensor does not insure the goods and it is the responsibility of the Licensee to ensure that adequate arrangements are made to insure The Goods whilst they are in the Depot or any premises of the Licensor. The Licensor is able to offer insurance cover for the Licensee's goods during the period when they are in the Depot or any premises of the Licensor. Details of the insurance cover should be requested from the Licensor.

The Licensee must either lodge evidence of its own insurance (in which case it is its sole responsibility to ensure that its policy is adequate and valid in all respects) or accept the offer of insurance cover arranged through the Licensor.

9. Other Terms

- The Licensee shall be solely responsible for ensuring the security of the Storage Unit from the Commencement Date to the date of termination of this licence.
- The Licence hereby granted shall be personal to the Licensee and cannot be assigned or transferred to any other party. Nothing herein contained shall create or be deemed or implied to create any relationship of Landlord or Tenant between the parties thereto.
- The Licensee shall not at any time obstruct the access to or egress from any other storage area situated at the Depot and shall observe all reasonable rules and regulations specified from time to time by the Licensor in connection with the handling of goods and operation of equipment or otherwise relevant to the activities of the Licensee at the Depot. A copy of such rules and regulations will be provided by the Licensor upon request.
- Any notice authorised or required to be given hereunder shall be deemed to have been duly given if sent by registered first class post or electronic transmission addressed to the party to whom it is to be given at the address of such party as specified in this agreement and shall be deemed to have been duly delivered 48 hours after despatch save that, in the case of electronic transmission, such notice shall be deemed to have been delivered immediately upon being sent by the party giving the notice.
- This Licence shall be subject to English Law and the jurisdiction of the English High Court.
- The Licensor shall be relieved of any obligations under this Licence to the extent that its performance is prevented by, or its non performance is the direct or indirect consequences of the act, neglect or default of the Licensee, including any breach by the Licensee of the warranties contained in clause 5, or by storm, flood, fire, explosion, riot, industrial dispute, labour disturbance, act of terrorism or other cause beyond the reasonable control of the Licensor.
- Only these clauses shall govern the contract between the parties unless any alternative terms are in writing signed by a Director, or duly authorised agent of the Licensor.