

ST IVES SELF STORAGE TERMS AND CONDITIONS

1 Definitions

Access Hours – hours we permit access to the unit

Commencement date – the date specified in the agreement

Deposit – the amount specified in the agreement

Due Date – the date specified in the agreement and the corresponding date in each period specified in the agreement or the previous business day if the due date falls on a Saturday, Sunday or public holiday

Our fees – the amount specified in the agreement (which does not include insurance)

Site – St Ives Self Storage, Laity Lane, St Ives, TR26 3HW

Unit – the storage unit specified in the agreement

We, us, our – St Ives Self Storage

You, your – the customer named in the agreement

Goods – anything that you bring onto the site and store in the unit

2 Your right to occupy

We permit You but no other person to use the unit in accordance with these terms and conditions from the commencement date until this agreement is terminated

3 Inspection

You must inspect the unit before storing any goods and inform us if you believe it is damaged or unsuitable for your requirements in any way. If you do not do so the unit will be deemed to be suitable for you and in good condition at the commencement date

4 Access to the Unit by You and Us

- i. You may have access to the Unit at any time during the access hours. No access to the unit will be permitted outside these hours.
- ii. Only you and persons authorised in writing or accompanied by you will be permitted to have access to the unit. We may ask for proof of identity from you or any other person at any time and we may refuse access to any person (including you) who is unable to provide satisfactory proof of identity.
- iii. You are responsible for providing a padlock for the unit and you must ensure that it is locked at all times when you are not in attendance. We will not be responsible for locking any unlocked unit.
- iv. You will permit us (and our agents or workmen) to enter the unit at any time if we give you not less than 7 days' notice so that we may inspect or carry out repairs, maintenance and alterations to the unit or any other unit.
- v. We may enter the unit at any time without notifying you (and if necessary we may break the lock to gain entry):-
 - If we believe that the unit contains Prohibited items or is being used in breach of these terms and conditions
 - If we are required to do so by the Police, Fire Services, Local Authority or by a Court Order
 - If we believe it is necessary in an emergency
 - To obtain access in accordance with Conditions 4 iv, 6 iv, 6v
 - To prevent injury or damage to persons or property, or
 - If we are of the opinion that any of the above apply, for the purposes of ascertaining this

5 Use of the Unit and the Site

- i. You warrant that the goods you are storing in the Unit are your own property or the person who owns or has an interest in them has given authority to you to store them in the Unit

- ii. You may only use the Unit for storage and not for any other purpose. You must not store (and you must not allow any other person to store) any of the following in the Unit.
 - Food or perishable goods
 - Birds, fish, animals or any other living creatures
 - Combustible or flammable materials or liquids such as paint, petrol, oil or cleaning solvents
 - Explosives, weapons or ammunition
 - Chemicals, radioactive materials or biological agents
 - Toxic waste, asbestos or other materials of a dangerous nature
 - Any item which emits any fumes, smell or odour
 - Any illegal substance, illegal items or goods illegally obtained
 - Compressed gases

- iii. You must not (and you must not allow any other person to):
 - Use the Unit to do anything on the site or in the Unit which may be a nuisance to us or to the users of any other unit
 - Use the Unit as offices or living accommodation or as a home or business address
 - Spray paint or do any mechanical work of any kind in the Unit
 - Attach anything to the walls, ceiling, floor or doors of the Unit or make any alterations to the Unit
 - 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
 - Cause any damage to the Unit or any other Unit or the Site or its facilities or to the property and possessions of us or any of our other customers. If you cause any damage you must repair, restore or replace such damaged item or reimburse our costs in making necessary repairs, restoration or replacement
 - Cause any obstructive or undue hindrance in any passageway, stairway, service area or other part of the site and you must at all times exercise courtesy to others in using these areas

- iv. You must:
 - Inform us immediately of any damage to the Unit
 - Comply with the directions of any of our employees or agents at the site and any further regulations for the use of the Unit, which we may issue from time to time

6 Fees

- i. You must pay the Licence Fees for the minimum period of storage on signature of this agreement and thereafter must pay the Licence Fees on the Due Date. If you do not pay the Fees by the Due Date, you will become liable to pay a late payment charge of 10% per invoice.
- ii. In the event that any cheque is dishonoured, we may make a further charge of £10 on each occasion that your cheque is returned.
- iii. We may alter the Licence Fees at any time by giving you written notice and the new Fees shall take effect on the first Due Date occurring not less than four weeks after the date of notice.
- iv. If you do not pay the Licence Fees on the Due Date or the late payment charge or either, we may exclude you from the site and from the Unit. Excluding you from the Site and the Unit does not affect your obligation to pay any unpaid or future Licence Fees or late payment charges.
- v. If any part of the Licence Fees or the late payment charge is still outstanding 1 (one) week after the Due Date, then we may;
 - Lock the Unit and block access from site

- Give you written notice that we will remove all the goods in the Unit if you have not paid all outstanding amounts due in full within 7 days of the posting of that notice by us to you at your address set out in the agreement
 - On expiry of the notice in the above sub-condition, remove all goods in the Unit and sell them on your behalf and use the proceeds of the sale to discharge any outstanding Licence Fees and other charges due to us. If the proceeds of the sale are insufficient to cover your outstanding liability to us, then you will remain liable and we may take any action we consider necessary to recover the outstanding amounts
 - Treat any goods not sold as abandoned and destroy or otherwise dispose of them.
- vi. If any St Ives Self Storage employee has to visit the site out of office hours to unlock a Unit or provide access to site a £50.00 charge will be added to the next invoice.

7 Termination

- i. Either you or we may terminate this Agreement by giving not less than two weeks' written notice ending on any Due Date and termination will take effect from that date.
- ii. You may not terminate this agreement if any Fees or other charges are outstanding or if you are otherwise in breach of this agreement
- iii. We may terminate this agreement immediately by giving you written notice if you are in breach of any term of this Agreement
- iv. On termination of this Agreement 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. We may charge you if we have to clean the Unit or dispose of any goods or rubbish left in the Unit or on the Site
- v. We may treat any goods remaining in the Unit after termination as abandoned and may dispose of them as we wish

8 Insurance

We do not insure your goods whilst in the Unit. Storage of goods in the Unit is at your sole risk and you must insure them at their full replacement value.

9 Liability

- i. We shall not be liable for any loss (including consequential or economic loss) or damage to the goods stored in the Unit, whether or not the loss or damage is due to any act or omission, negligence or wilful default by us or by any of our servants or agents or other customers; nor shall we be liable for any consequential or economic loss incurred by you as a result of any loss or damage to the goods.

Any other representations, conditions, warranties and other terms, whether written or oral, expressed or implied, statutory or otherwise, which are or may be inconsistent with this condition are expressly excluded.

- ii. The exclusion of liability in condition 8 and 9 (i) does not apply where the damage suffered by you is a direct result of our negligence or wilful default or that of our servants or agents and, which causes physical injury to or the death of any person.

10 Indemnity

You will indemnify us and hold us harmless against all claims, demands, liabilities, damages, costs and expenses incurred by us or by any of our servants, agents or other customers, which arises out of the use of your unit or the Site by you or any of your servants, agents or invitees or arises out of the breach of this agreement by you.

11 Notices

- i. Any notice given under this Agreement must be in writing and may be served by personal delivery, Royal Mail or email to the address or email stated in the Agreement.
- ii. Any notice to us must be sent to the address set out in the Agreement. Notices will be deemed to be effectively served immediately if served personally or 48 hours after they have been placed in the post or by email.

12 Force Majeure

- i. We shall not be liable for any loss or damage, which you may suffer as a direct or indirect result of our performance of this agreement being prevented, hindered or delayed by reason of any Act of God, riot, strike or lock-out, trade dispute or labour disturbance, accident, break-down of plant or machinery, fire, difficulty, in obtaining workmen, materials or transport, electrical power failure or other circumstances whatsoever outside our control and which affect the provision by us of access to or use of the Unit.

13 General

- i. You may not assign any of your rights under this Agreement or part with possession of the Unit to any other person, firm or company.
- ii. No variation of these terms and conditions will be effective unless expressly accepted in writing by us and signed by one of our Directors.
- iii. This Agreement shall be governed by English Law and you and we submit to the exclusive jurisdiction of the English Courts.
- iv. This Agreement shall not create a tenancy or lease or similar arrangement.
- v. Where the Customer is two or more persons your obligations under this Agreement shall be joint and several.
- vi. We reserve the right to refuse any goods regardless of reason.
- vii. All goods accepted will become subject to lien in respect of continued non-payment of our charges.

14 Signatures

I hereby agree that I have read and understood the above terms and conditions.

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Signature of lessor

.....
Signature of Lessee

