

Exmouth Self Storage Ltd

Terms & Conditions: relating to Self-Storage Unit hire

"Access"	Your right to access the Unit(s) during Access Hours for the purpose of depositing, removing or inspecting the Goods:
"Access Hours"	You may access your Unit (in accordance with this agreement) between 8.30am and 5:00pm Monday to Friday excluding public holidays:
"Charges"	The amount we charge for the lease of the Unit(s) at our Site, including any interest, administrative or legal fees incurred by us or our agents, in the process of recouping our losses:
"Goods"	Goods that customer stores in the Unit(s) during the Hire Period:
"Hire Period"	The duration of time that we have agreed for you to lease the Unit(s) under the terms of this agreement:
"Prohibited Items"	Any creature, bird or fish , either living or dead, or perishable goods that may attract vermin, combustible or flammable materials or liquids, firearms, explosives, weapons or ammunition, chemicals, radioactive materials, biological agents, toxic waste, asbestos or other materials of potentially dangerous nature, compressed gases, illegal substances, illegal items, or goods illegally obtained:
"Site"	Our premises, on which we lease our Units to customers' for self-storage use;
"Unit(s)"	Separate containers available for lease by us to customers;
"Value"	Agreed aggregated sum;
"We" or "Our"	Exmouth Self Storage; office , 33 Hulham Road , Exmouth. EX8 3LA.
"You"	The customer, and your contact details;

Agreement

1. We agree to lease you the Unit(s) for the purpose of storage of your Goods at the Site in return for payment of our Charges for the Hire Period in accordance with this agreement. We grant you the right of Access to the Site during Access Hours for the purpose of accessing the Unit(s).

Charges and Hire Period

2. The Hire Period shall start from the date specified on the contract hire document or from the date you first store your Goods in the Unit(s) whichever is earlier, and shall continue on a month to month basis until termination by either party in writing by giving not less than four full weeks' notice.

3. We require payment of rent monthly in advance

4. Our rental charges are set out on our Price list, as amended from time to time, available on request. Rent is payable for each Unit(s) booked based on the rate applicable for the Hire Period. First payment is due on the signing of this agreement and subsequent payments are due in advance on the 1st day of the month by standing order, direct debit, cash or cheque. We will notify you of any increases in rental or Charges in advance of such payments being due. Unless otherwise agreed in writing, padlocks, and other additional items will be in addition to the rent and will be itemised on your invoice separately.

5. All Charges are quoted inclusive of applicable Value Added Taxation (VAT) and are subject to variation in line to charges to taxation subsequent to the date of the agreement or rent payable.

6. If you fail to pay the rent or any other due Charges by the due date, we reserve the right to levy additional charges, including a fixed late payment administration charge of £10 per week or part of that week and interest of more than 5 percent over HSBC bank base rate on the balance outstanding over the period until full payment is made, less any late charge penalties.

7. We have a lien over the Goods until any due payment is made. If you do not pay the rent or other due Charges within 21 days of the due date, we (or our agent) may enter the Unit(s) and seize your Goods and sell or otherwise dispose of them. The cost of such seizure and disposal shall be deducted from the Deposit before a refund is made. We shall give you back any surplus arising from the Deposit or disposal proceeds.

Use of the Unit

8. You will use the Unit(s) only for the storage of the Goods, and not for any other purpose. You must satisfy yourself that the Goods are suitable to be stored in the Unit(s) and we do not accept responsibility if they are not.

9. You will provide us with full details of the nature and value of any Goods to be stored in the Unit(s) on request by us.

10. You shall not assign, re-hire, sublet or otherwise transfer any of your rights to use the Unit(s) without our prior consent. You have the right to exclusive of the Unit(s) for the Hire Period so long a payment is up to date.

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11. You are responsible for providing a secure padlock to secure your Unit(s). You must ensure that the Unit(s) is/are locked at all times other than when you are in the Unit(s), and we are not responsible for locking an Unlocked Unit. We do not accept responsibility for unauthorised persons having access to your Unit(s).

12. You will permit us or our agents to have Access to your Unit(s), and if necessary to break the lock

- . if we are required to do so by the Police, Fire Service, Local Authority or Court Order;
- . to prevent injury or damage to persons or property;
- . we have reasonable suspicion that the Unit(s) contain any Prohibited Items;

13. You shall comply with our security requirements at all times and follow any specific security related instructions which may be given by our staff at any time. You shall comply at all times with our fire, emergency and health and safety regulations. Fire instructions including fire escape routes are displayed throughout the Site. Fire exits and routes must not be obstructed.

14. Any accidents or damage occurring within the Site shall be reported immediately to the main reception on the Site. During times when this reception is unmanned you must notify us using the office telephone number on display at the Site.

15. Nothing may be fixed to internal, external walls, ceilings, floor of any of the Unit(s) by nails, screws or other means.

16. If it is necessary for us to vacate your Unit(s) we shall give you two weeks prior notice prior requiring you to move your Goods to alternative secure Unit(s) on the Site. If you do not move the Goods, or instruct an agent to do so on your behalf, we or our agent may enter your Unit(s) and do so. In doing so you accept liability for any damage caused to your Goods (except when caused wilfully or negligently by us or our contractors). If there is an emergency, and we have to enter your Unit(s) without informing you in advance we shall inform you as soon as practicable. We agree to pay reasonable costs as agreed by us in advance of such costs being incurred for moving your Goods under the circumstances set out in the clause.

Termination

17. Either you or we can terminate this agreement by giving not less than 28 days written notice to the other, but termination will not take place before the end of the first month of the Hire Period, unless agreed by us in writing.

18. For clarity the minimum hire period is 4 weeks

19. We reserve the right to terminate our agreement with you with immediate effect and without liability if at our sole discretion it appears;

- the Goods stored are or we reasonably suspect that they are Prohibited Items;
- the nature of the Goods may bring bad publicity or disrepute upon us;
- you cause nuisance to other self-storage customers or display anti-social behaviour
- it is possible that you may not be able to honour your obligations under this agreement;
- you fail to pay the Deposit or any other Charges, or
- you breach any of the conditions of this agreement;

20. In the event of termination under the circumstances described above, any Deposit paid by you may, at our sole discretion, be retained by us.

21. We may cancel this agreement with immediate effect and without liability in circumstances outside our reasonable control. These may include, although not exclusively, Act of God, fire, refusal to grant or extend a licence, strikes, lock-out or industrial action whether involving our employees or a third party or any act or omission by yourself, your agent or contractor or your or their employees or guests.

22. If we are unable to lease you the specified Unit(s) or a suitable alternative, your Deposit will be refunded unless cancellation is related to acts or omissions by yourself, your agent or contractor, or their employees or guests

23. Upon termination or end of the Hire Period, you will remove all your Goods from the Unit(s) and the Site and shall leave the Unit(s) clean and tidy and in the same condition as at the start of your Hire Period. If you do not do so, you shall be liable for the costs of cleaning the Unit and disposing of any Goods or rubbish left in the Unit(s) or the Site. The Hire Period shall continue (and rent and applicable Charges will apply) until such clearance has been completed.

Your liability

24. You shall make good to us all loss of or damage to the Unit(s) including indirect or consequential loss or damage caused during or after the Hire Period however arising and shall indemnify and hold us harmless against any or all claims demands liabilities losses and expenses of whatsoever nature relating to or in any way arising out of the leasing of the Unit(s) by you or any third party claiming against or through you and all connected costs and charges. This shall include, but be limited to, loss or damage to our premises, fixtures, furnishings, equipment, stock and other contents however arising, including death or injury to any persons.

25. If requested by us, you shall effect and maintain insurance to a level notified by us which will indemnify you, your agents or contractors or your or their employees or guests against any claim, costs, and expenses incurred in respect of any injury to any person or loss or damage to property however arising, and you shall, if so requested by us, provide certificates as evidence of such insurance cover.

26. We may require you to have (and continue to have) insured the Goods against all normal perils under a valid contract of insurance, for their full replacement value for the duration of the Hire Period.

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27. Whilst visiting our Site you are required to conduct yourself at all times in accordance Health and Safety legislation and all of our Health and Safety policies and procedures. You must act at all times in a safe, sensible and considerate manor and are responsible for any damage to person or property that may arise from not acting in the required way.

Our Liability to you

28. Storage of Goods at our Site and your Unit(s) is at your own risk.. We are not liable whether in negligence or otherwise for any loss or damage to your Goods occurring on our Site and you shall indemnify us against any claims arising from such loss or damage. Storage of the goods in the unit is at your sole risk and our liability for loss or damage to your goods caused by normal perils, including as a result of our negligence will not exceed £50. We are not liable on a "new for old" basis for any lost or damaged goods.

29. In no circumstances shall we be liable to you, in contract or in tort, including negligence or breach of statutory duty for;

- 1/ any increase in your costs or expenses
- 2/ any loss of your profit, business, contracts or good will, or
- 3/ any indirect or consequential damage of any nature whatsoever

30. We do not exclude liability for death or personal injury to any persons incurred whilst on Site, which is a direct result of our negligence or wilful default of our agents or employees

General

31. We and you warrant that we shall both process data in accordance with the Data Protection Act 1998 and GDPR You consent to us or our agents processing information that you have provided to us (including personal data) for the purposes of conducting our business, credit or security checks.

32. Any provision of this contract which is prohibited or unforeseeable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

33. Any notice or demand given by you or us under this agreement must be in writing and made by mail or email to you at your invoice address or to us at our office address.

34. If two or more persons are named as Customers, the liability of each is joint and several. This means that each person can be held fully responsible for all the responsibilities under this agreement.

35. This agreement is subject to English law and the jurisdiction of the English Courts

36. This agreement cannot be varied, except by written consent by us. Our employees do not have authority to vary this agreement, either verbally or in writing or to make any representation of the fact that is or maybe inconsistent with this agreement.

37. This agreement does not give rise to any relationship of the landlord and the tenant between you and us.

I the undersigned confirm I have read understood and accepted the above terms of business.

Sign..... Print Name.....

Date.....