

## Seaton Self Storage - Terms and Conditions of a Licence to Store Goods

Definitions: In these terms and conditions, the following words have the following meanings:

Access Hours	Permitted hours of access to the Unit as advertised on Site.
The Agreement, Storage Licence Agreement	These terms and conditions and the contract entered into for the provision of storage of goods on pages 1 – 2 of the Storage Licence Agreement.
Commencement Date	The date specified on page 1 of The Agreement, or page 1 (box 3) for contracts after March 2015.
Deposit	The amount specified on The Agreement (if taken).
Due Date	The 1st day of each calendar month in advance, or 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 The Agreement.
Our Fee(s)	The amount specified on The Agreement or as most recently notified to You by Us which does not include VAT unless stated otherwise, which shall also be paid by You where it is or becomes applicable.
Other Charges	Our fees for (each, as applicable) administration charges, Unit inventory, the sale of general merchandise, transportation, legal and professional fees or any other services and any VAT payable that may be incurred by You from time to time.
Prompt Payment	In respect of payment of each and every sum due under The 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.
Termination Date	The date specified on Page 1 (box 3) of The Agreement (if any) or if the licence continues on a periodic basis (shown as 'open') the date of termination of The Agreement in accordance with Condition 18.
Unit	The storage Unit specified on The Agreement or any alternative storage Unit We may specify under Condition 2.
We, Us, Our	The storage provider named on The Agreement.
You, Your	The customer named on The Agreement.
Your Agent(s)	A person authorised in writing by You to access the Unit or the Site on Your behalf, or who accompanies You when You access the Unit or the Site.
Your Debt	Has the meaning described in Condition 16.

1. So long as Our Fees are paid up to date, We licence You (but no other person) to use the Unit for the storage of Goods during the Access Hours in accordance with The Agreement from the Commencement Date until The Agreement expires or is terminated by either party on the giving of 14 days' notice in writing.
  - 1.1. We do not have and will not be deemed to have knowledge of The Goods in the Unit, or of the nature, condition or state of repair of any such Goods.
2. The Storage Licence Agreement shall not confer on You any right to exclusive possession of the Unit or any other area of the Site. We may at any time by giving You 14 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.
  - 2.1. If You do not arrange the removal of The Goods to the alternative Unit by the date specified in Our notice, We and/or Our agents and employees may enter the Unit and do so. In doing so, We and/or Our agents and employees 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/or Our agents and employees, subject to the aggregate limit of Our liability contained in Condition 11).
3. You have the right to access the Unit during the Access Hours and subject to the terms of The Agreement. 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.
  - 3.1. Only You or Your Agents may access the Unit. You are responsible for and liable to Us and other users and licensees' of the Site for Your own actions and those of Your Agents.
  - 3.2. You should not leave Your key with or permit access to Your Unit to any person other than Your Agents who are 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 or building access code, fob or card.
  - 3.3. We may refuse You or Your Agents access at any time if We consider in Our sole discretion that the safety of any person on the Site, or the security of the Site, Unit or its contents, or other units or their contents will be put at risk.
4. You are responsible for providing a secure padlock for the Unit and You must ensure that the Unit is locked so as to be secured 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.
  - 4.1. You are permitted to apply one padlock to the Unit. You are not permitted to apply a padlock to the Unit in Our over-locking position and We may have any such padlock forcefully cut off at Your expense.
  - 4.2. Customers using outside containers must use the container lock box and provide the specialist compatible drop-bolt padlock required.
5. You will permit Us and Our agents and employees 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 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 7 or is being used in breach of Condition 8;
    - 5.2.2. if We are required to do so by the Police, Fire Services, Local Authority, Court Order or for any purpose necessary in an emergency;
    - 5.2.3. to obtain access in accordance with Conditions 2 and 16;
    - 5.2.4. to prevent injury or damage to persons or property.
6. You warrant that any goods stored in the Unit from time to time are Your own property or that the person who owns The Goods has given You authority to store The Goods in the Unit under the terms and conditions in The Agreement and that You are acting as their agent. You indemnify Us against any loss or damage suffered as a result of a breach of this warrant, to include any reasonably incurred legal fees arising from any action taken by any person who owns or has an interest in The Goods.
7. You must not store (and You must not allow any other person to store) any of the following in the Unit:-
  - 7.1. 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; e-scooters, e-bikes and lithium-ion batteries of any size or rating;
  - 7.2. goods in an outside unit that could be prone to moisture damage. Outside storage units are subject to extremes in temperature and as such may on occasion be prone to condensation within the container.
8. You must not (and You must not allow any other person to):-
  - 8.1. use the Unit in a way which may be a nuisance to Us or the users of any other unit or any person on Site;
  - 8.2. do anything on the Site or in the Unit which may invalidate any of Our insurance policies or those of other unit users or increase the premiums payable on them;
  - 8.3. use the Unit as offices, a workshop or living accommodation or as a home or business address;
  - 8.4. spray paint or do any mechanical work of any kind in the Unit;
  - 8.5. 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;
  - 8.6. leave anything in or cause any obstruction 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 and reasonable care for Your own safety and that of others in using these areas;

- 8.7.** connect to any power outlet located on Site or within the building or provide any utilities or services to the Unit;
- 8.8.** affix anything to the floor, walls or ceiling of the Unit or make any alteration to the Unit;
- 8.9.** consume food or drink anywhere within the Unit or building;
- 8.10.** offer anything (including, without limitation, alcohol) for sale from the Site;
- 8.11.** cause any damage to the Unit or any other unit or the Site or its facilities (including, without limitation, gates and roller shutters) or to the property of Us or any other unit users or other persons on the Site. If You cause any damage at the Site You must reimburse Us and all affected users of the Site for the full cost incurred in making the necessary repairs or restoration to, or (at Our reasonable discretion) in replacing, damaged property.
- 9.** You must (and You will ensure that anyone authorised by You must):-
- 9.1.** 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;
- 9.2.** notify Us immediately of any damage or defect to the Unit;
- 9.3.** comply with reasonable directions given by Us, Our agents or employees, 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;
- 9.4.** ensure all refrigeration equipment is defrosted and dry; washing machines, dishwashers etc are fully drained and left dry;
- 9.5.** on exit, secure the building entrance roller shutter and where applicable the external gates of the Site;
- 9.6.** observe the "NO SMOKING" policy within the building and the Site as a whole.
- 10.** Animals and pets are not permitted within the building.
- 11.** We do not insure The Goods.
- 11.1.** Storage of The Goods in the Unit is at Your sole risk. You shall be responsible for and bear the risk of any and all theft, damage to, and deterioration of The Goods caused by Normal Perils.
- 11.2.** You warrant to Us as follows:-
- 11.2.1.** that prior to bringing The Goods onto the Site You have insured or will insure The Goods against all Normal Perils under a valid contract of insurance with a reputable insurance company and will not cause or allow that insurance cover to lapse whilst any of The Goods remain on the Site;
- 11.2.2.** that the insurance cover will not be for a sum which is lower than the true replacement value of The Goods stored in the Unit from time to time;
- 11.2.3.** that You will provide to Us proof from Your insurer of a valid contract of insurance, specifying the insured value.
- 11.3.** 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. Inspection by Us of any insurance documents provided by You to Us to demonstrate cover does not mean that We have approved the cover or confirmed it is sufficient.
- 11.4.** Our entire liability to You under The Agreement (including as a result of Our breach of The Agreement and/or negligence by Us, Our agents and/or employees), shall not exceed the lesser of £150, which We consider to be the normal excess on a standard storage insurance policy whether or not that policy would cover The Goods; or the true total replacement value of The Goods, as set out in the Storage Licence Agreement;
- 11.4.1.** where You are a business We exclude all liability to You in respect of loss or damage relating to Your business, if any, including but not limited to, consequential loss, lost profits, business interruption, loss of goodwill or reputation, and loss of future profits or business, regardless as to how such loss or damage was caused.
- 11.5.** Normal Perils in this Condition mean loss of or damage to The Goods caused by fire, lightning, explosion, earthquake, aircraft, storm, flood, bursting &/or leaking pipes, moth, insect or vermin, theft accompanied by forcible and violent entry or exit, riot, strike, civil commotion, malicious damage, and impact by vehicles.
- 11.6.** You warrant that:-
- 11.6.1.** You have written the true total value of all The Goods;
- 11.6.2.** the aggregate value of The Goods stored in the Unit from time to time will not exceed that value; and
- 11.6.3.** this warranty is repeated by You to Us at each Due Date.
- 12.** Nothing in this Agreement is intended to limit Our liability to You where it would be unlawful to do so. This includes liability for physical injury to, or the death of, any person resulting directly from Our negligence or for fraud or wilful default or that of Our agents or employees.
- 12.1.** We shall not have any liability under or be deemed to be in breach of The Agreement for any delay or failure in performance of The Agreement which results from circumstances beyond Our reasonable control. Such circumstances include any act of God, riot, strike, lock-out, accident, breakdown of plant or machinery, fire, flood, shortage of labour, materials or transport, cut or failure of electrical power, equipment, systems or software, threat of or actual terrorism or environmental or health emergency or hazard, vermin infestation or any other living creature or entry into any unit including the Unit or the Site by, or arrest or seizure or confiscation of Goods by competent authorities.
- 13.** On signature of The Agreement, You must pay Us Our Fee for the minimum storage period and also (on a pro-rata basis) any additional days of a partial calendar month until the end of that same month. Minimum storage period is one calendar month.
- 13.1.** Following signature of The Agreement, You must pay Our Fee on or before Due Date of the next calendar monthly storage period.
- 13.2.** All sums payable to Us under this Storage Licence Agreement will become due immediately upon termination of this Agreement.
- 14.** We may alter Our Fee at any time on the giving of 28 days' notice.
- 14.1.** Any discounted Fee agreed is conditional on and subject to Prompt Payment on the Due Date. We reserve the right to remove the discount in the event of late payment.
- 15.** On signature of The Agreement You must pay Us the Deposit (if requested). The Deposit will be returned to You without interest after The Agreement terminates less any amount We may in Our sole discretion deduct to cover:-
- 15.1.** any sum payable by You under Conditions 8, 13, 14 and 16;
- 15.2.** any of Our Fees which have not been paid or any unpaid removal or Other Charges.
- 16.** The Prompt Payment of each and every sum whether invoiced or not, owing from You to Us from time to time under The Agreement or any other agreement between You and Us (in this Condition, called "Your Debt") is of the essence of The Agreement.
- 16.1.** In default of Prompt Payment of Your Debt:-
- 16.1.1.** We will charge a fixed late payment administration charge of £30 per week or part of a week on the balance outstanding past the Due Date over the period until full payment is made;
- 16.1.2.** You will be responsible for and agree to pay any costs incurred by Us in collecting late or unpaid Licence Fees, or in enforcing The Agreement in any way, including but not limited to postal, debt collection, personnel and/or default action costs and associated legal and professional fees;
- 16.1.3.** Where You have more than one Storage Licence Agreement with Us, all will form one account with Us and We may in Our sole discretion choose to apply any payment made by You or on Your behalf for this Agreement against any debt due from You to Us on any Storage Licence Agreement in the account;
- 16.1.4.** if You make part payment of Your Debt outstanding under The Agreement and We retain Your part payment, this will not affect Our ability to exercise any rights We have under The Agreement in respect of Your Debt that remains outstanding from You. The time period from which We may exercise those rights will start from the Due Date on which the original Fees were due and the Due Date will not be extended as a result of Your part payment.
- 16.2.** In default of prompt payment of Your Debt, You agree that;
- 16.2.1.** The Goods are held at Your sole risk;
- 16.2.2.** without limiting Conditions 12 or 16.2.1, We exclude any liability in respect of The Goods when payment of Our Fee or Other Charges is overdue; and
- 16.2.3.** We may immediately exercise the lien described in Condition 16.3.
- 16.3.** A lien means that We have a right to retain The Goods until We have received full payment of Your Debt, and We may sell or dispose of The Goods as described below. We have a lien over The Goods for Your Debt until payment of Your Debt in full has been received by Us in cash or by bank transfer. The following conditions apply to Our right of lien:
- 16.3.1.** We are entitled to continue to charge You, and You shall pay Us, Our Fees and all Other Charges at the same rates as under The Agreement from the date Your Debt becomes due until payment is made in full or The Goods are sold or disposed of; and

**16.4.** In default of Prompt Payment of Your Debt, You authorise Us:-

**16.4.1.** to refuse You and Your Agents access to The Goods, the Unit and the Site and to overlock the Unit;

**16.4.2.** to enter the Unit and inspect and remove The Goods to another Unit or Site;

**16.4.3.** to hold onto and/or ultimately sell or dispose of some or all of The Goods in accordance with this Condition 16.

**16.5.** If Your Debt is not paid in full thirty (30) days after the Due Date or if You fail to collect The Goods after We have required You to collect them or if You fail to collect The Goods upon expiry or termination of The Agreement, We may subject to Clause 16.6, sell The Goods as if We were the owner of The Goods and pass all ownership to them to the buyer and use the proceeds of sale to pay first the costs incurred by Us in administering the debt collection and sale process. These costs will include (for example) auction costs, removal costs, cleaning costs and Other Charges for Our own time; and secondly in paying Your Debt and to hold any balance for You. We are not required to give You any interest on the balance; and

**16.5.1.** if sale proceeds are not enough to settle in full all of these costs and the outstanding sums due from You, You acknowledge that 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.

**16.6.** Before We sell The Goods, We will give You notice in writing (provided by email, and/or where We consider it necessary, registered letter or recorded delivery service) of the amount of Your Debt at the date of the notice and that if You do not pay Your Debt within fourteen (14) days of the date of the notice, We will sell the Goods. We do not agree to give You any further notice of any intended sale.

**16.7.** We will sell The Goods by the best method(s) reasonably available to achieve the best selling price reasonably obtainable in the open market, taking into account the cost of sale.

**16.8.** If, in Our opinion and entirely at Our discretion, 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 by You and We may dispose of all The Goods by any means at Your cost.

**16.8.1.** We may also dispose of Your Goods if Your Goods are damaged due to fire, flood or any other event that has made the Goods (in Our opinion) severely damaged, of no commercial value, or dangerous to people or Our Site. We do not need Your prior approval to take this action, but We will send notice to You within seven (7) days of assessing the Goods (or, where possible, We will try to give You prior notice).

**16.8.2.** You agree that We may immediately move, sell or dispose of any items that You leave unattended in common areas or outside of Your Room at any time with no liability to You. Where possible, We will try to give You prior notice.

**16.9.** The terms of this Condition are additional to Our right to terminate The Agreement under Condition 18 and without prejudice to all or any rights we may have at common law or otherwise.

**17.** The Storage Licence Agreement shall expire on the Termination Date or if no Termination Date is specified on page 1 and the Storage Licence Agreement renews periodically after the minimum storage period then it can be terminated as described in Condition 18.

**18.** Either You or We may terminate The Agreement as follows:-

**18.1.** by either party on the giving of 14 days' notice in writing and termination will take effect from the date specified in the notice or if no date is specified the date which is fourteen days after the date of the notice, which shall be The Agreement Termination Date;

**18.2.** if We notify You of any change to the Fees or any other condition of The Agreement and You do not accept the change, You may terminate The Agreement at any time before the new or amended conditions take effect by the giving of 14 days' notice in writing to Us;

**18.3.** if We commit a breach of The Agreement which We do not put right within 14 days of You notifying Us of it, then You may immediately terminate The Agreement; or

**18.4.** if You undertake any illegal or environmentally harmful activities then We may immediately terminate The Agreement; or

**18.5.** if You breach The Agreement in any other way and, if that breach can be put right and You do not put that breach right within 14 days of Us notifying You of it then We may immediately terminate The Agreement, (and in each case where We or You can terminate immediately, The Agreement Termination Date shall be the date the notice is effectively served on You or Us under Condition 29); and

**18.6.** if We enter the Unit for any reason and there are no Goods stored in it, We may terminate The Agreement without giving prior Notice.

**19.** Immediately on the Termination 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 Fees and Other Charges for cleaning the Unit or disposing of any goods or rubbish left in the Unit or on the Site. We may treat The Goods remaining in the Unit after the Termination Date as abandoned by You and may dispose of them in accordance with Conditions 16.5 to 16.9.

**20.** Our Fees will be apportioned on a daily basis for any period of less than the charge period. Where The Agreement has terminated and You have paid more of the Our Fees and Other charges than are due at The Agreement Termination 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 15. Where any payments are still outstanding from You, You must pay Us in full before We will release The Goods to You.

**21.** Any delay by Us in exercising any of Our rights under The 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.

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

**23.** You may not assign any of Your rights under The Agreement or part with possession of the Unit or The Goods whilst they are on the Site to any other person, firm or company.

**24.** You agree that it is not the intent of The Agreement to confer any rights on any third parties by virtue of The Agreement and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to The Agreement.

**25.** The Agreement shall be governed by English law and You and We submit to the exclusive jurisdiction of the English courts.

**26.** The Agreement shall not create a tenancy or lease or create any interest in land.

**27.** The Agreement does not constitute Us as bailees of goods, custodians or warehousemen of goods.

**28.** Where You are two or more persons Your obligations under The Agreement shall be obligations of each of You separately.

**29.** Any notice given under The Agreement must be given in writing.

**29.1.** If given by Us shall be given in writing and shall be sufficiently served if delivered by hand, email, SMS or sent by prepaid post to the relevant address set out on Page 1 of The Agreement or any other address, email or SMS that You have notified to Us in writing. A notice will be deemed served, if delivered by hand, on the day of delivery, 2 days after it was placed in the post or the date of sending if sent by email or SMS.

**29.2.** If given by You, it must be addressed to Us and posted or emailed to Our address / email address shown on page 1 of The Agreement.

**30.** You agree to notify Us promptly in writing of a change of Your address, phone numbers and email address shown on Page 1 of The Agreement or to the contact details provided for any alternate contact person.