

Terms and Conditions of a Licence to Store Goods Suffolk Storage Ltd.

1. Definitions

In these terms and conditions the following words have the following meanings:-

- Ø **The Customer, you, your:** the customer named in the Licence Agreement
- Ø **The Company, we, our:** Store It (IOW) Ltd Self Storage
- Ø **Goods:** anything that you bring on Site and store in the Unit
- Ø **Unit:** the storage unit specified in the Licence Agreement and/or any other storage unit the Customer may occupy
- Ø **Commencement Date:** the date specified in the Licence Agreement
- Ø **Access Hours:** the hours we permit access to the Unit
- Ø **Prohibited Items:** those items specified in Condition 5
- Ø **Deposit:** the amount specified in the Licence Agreement
- Ø **Licence Fees:** the amount specified in the Licence Agreement
- Ø **Due Date:** the date specified in the Licence Agreement and the corresponding date in each period specified in the Licence Agreement or the previous business day if the Due Date falls on a Saturday, Sunday or Public Holiday
- Ø **Licence Agreement:** the Licence Agreement or the Notification of Change Document

2. Right to Occupy

Provided the Licence Fees are paid up to date, the Company permits the Customer but no other person to use the Unit in accordance with these terms and conditions from the Commencement Date until the Licence Agreement is terminated.

3. Inspection of the Unit

The Customer must inspect the Unit before storing any goods and inform the Company if you believe it is damaged or unsuitable for your requirements in any way. Unless notified to the contrary by the Customer the Unit will be deemed suitable for the Customer's use and in good condition at the commencement date.

4. Access to Unit

The Customer accepts that the Company reserves the right to make and to alter regulations concerning the hours of access, general management and security of the complex and the Customer's unit, and the Customer agrees to observe and abide by such regulations.

Only the Customer or persons accompanied by the Customer will be permitted to have access to the Unit. The Company may ask for proof of identity from the Customer or any other person at any time (although the Company is not obliged to do so) and the Company may refuse access to any person (including the Customer) who is unable to provide satisfactory proof of identity.

The Customer must ensure that it is locked at all times when the Customer is not in attendance. The Company will not be responsible for locking any unlocked Unit.

The Customer will permit the Company (and our agents as workmen) to enter the Unit at any time in an emergency and so that we may inspect it or carry out repairs, maintenance and alterations to the Unit or any other Unit or part of the Site or ensure compliance with the terms and conditions for any other purpose.

The Company may enter the Unit at any time without notifying the Customer (and if necessary we may break the lock to gain entry):-

- a) If the Company believe that the Unit contains Prohibited Items or is being used in breach of these terms and conditions;
- b) If the Company require to do so by the Police, Fire Services, Local Authority or by a Court Order;
- c) If the Company believe it is necessary in an emergency;
- d) To obtain access in accordance with Conditions 4, 6 and 13;
- e) To prevent injury or damage to persons or property; or
- f) If the Company are of the opinion that any of the above apply, for the purposes of ascertaining this.

5. Use of the Unit

The Customer warrants that the goods being stored in the Unit are their own property or the person who owns or has an interest in the goods has given authority to the Customer to store them in the Unit.

The Customer may only use the Unit for storage and not for any other purpose. The Customer must not store (and must not allow any other person to store) any of the following in the Unit:-

- a) Food or perishable goods unless securely packed so that they are protected from vermin;
- b) Birds, fish, animals or any other living creatures;
- c) Combustible or flammable materials or liquids such as paint, varnish, petrol, oil or cleaning solvents, turpentine, liquid acetylene, mineral oils & their liquid products, naphtha, pitch, tar, sulphur, any liquids or goods with a flashpoint below 32 degrees centigrade;
- d) Firearms, gunpowder or other explosives, nitrates & chlorates of soda or potash, weapons, ammunition or fireworks, matches, fire lighters;
- e) Chemicals, radioactive materials, biological agents;
- f) Toxic waste, asbestos or other materials of a dangerous nature;
- g) Any item which emits any fumes, smell or odour;
- h) Any illegal substances illegal items or goods illegally obtained;
- i) Compressed gases;
- j) Mungo, rags, resin, rubber, saltpetre, shoddy, waste of all kinds

The Customer must not (and must not allow any other person to):-

- a) Use the Unit or do anything on the Site or in the Unit which may be a nuisance to us or to the users of any other Unit;
- b) 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;
- c) Use the Unit as offices or living accommodation or as a home or business address;
- d) Connect or provide any utility or service to the unit at any time;
- e) Spray paint or do any mechanical work of any kind in the Unit;
- f) Attach anything to the walls, ceiling, floors or doors of the Unit or make any alteration to the Unit;
- g) 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;
- h) Cause any damage to the Unit or any other unit or the Site or its facilities or to the property and possessions of any of our other customers if you cause any damage you must (at our option) repair, restore, or replace such damage item or reimburse our costs in making necessary repairs, restoration or replacement;
- i) Cause any obstructive or undue hindrance in any passageway, stairway, service area or any other part of the Site and must at all times exercise courtesy to others in using these areas;
- j) Leave children unattended at any time.

The Customer must:-

- a) Inform the Company immediately of any damage or defect to the Unit;
- b) Comply with the directions of any of our employees or agents at the Site and any further regulations for use of the Unit which the Company may issue from time to time;
- c) Inform the Company immediately of any spillage in the unit or in the common areas.

6. Alternative Unit

This agreement shall not confer on the Customer any right to exclusive possession of the Unit.

The Company may at any time by giving the Customer seven days' written notice require the Customer to remove its goods from one Unit to another Unit specified by the Company. The alternative Unit shall be of a similar size to the current Unit.

Removal of the Customer's goods from the current Unit to the alternative Unit will be at the Customer's expense. If the Customer does not arrange the removal of its goods to the alternative Unit by the time specified in the notice, the Company may enter the Unit and arrange for the goods to be moved. Any removal arranged by the Company will be at the Customer's risk (except for loss or damage caused wilfully or negligently by the Company or our removal agents) and the removal expenses will be payable by the Customer and the Company may add them to the Licence Fees.

(If the Customer's goods are moved to an alternative Unit, this Agreement will be varied by the substitution of the alternative Unit number but this Agreement will otherwise continue in full force and effect and the Licence Fees will continue to apply to the alternative Unit.)

7. Ownership of Goods

The Customer confirms that it is the owner of the items stored, or that ownership is vested in them for the purpose of entering into this agreement. The Customer confirms that the owner of the goods, if not the Customer, understands and accepts the Company's right ultimately to sell or dispose of goods to recover any outstanding storage fees and charges.

8. Health & Safety

On hearing the fire alarm bell, all Customers and visitors should exit the facility immediately by the nearest exit and assemble at the emergency assembly point opposite the loading bay/shutter. The Emergency exits and assembly point are clearly marked, and Customers should familiarise themselves with the nearest exit routes.

Smoking is strictly prohibited within the Unit and common areas of the building at all times.

9. Deposit

The Customer must pay the Deposit to the Company when signing the Licence Agreement. The Deposit will be returned to the Customer (without interest) within 7 days after the Licence Agreement terminates, less any amount the Company may deduct to cover:-

- a) repairing any damage to the Unit, Site or any other Unit caused by the Customer, its agents or invitees or by goods stored in the Unit;
- b) any unpaid Licence Fees or removal or other charges; or
- c) any other obligation to us that the Customer has not discharged in full.

10. Licence Fee

The Customer must pay the Company the Licence Fees for the minimum period of storage on signature of the Licence Agreement and thereafter must pay the Licence Fees on or before the Due Date whether demanded or not. If the Customer does not pay the Licence Fees on the Due Date, the Customer will immediately become liable to pay a late payment charge equal to £10.00 for each period of 2 weeks or any part thereof or 10% of the Licence Fees (including any late payment or other charges) that remain unpaid after the Due Date, whichever is the greater. In the event that any cheque is dishonoured the Company reserve the right to make a charge of £25.00 on each occasion that your cheque is returned

11. Increases/Charges

The Company may alter the Licence Fees at any time by giving the Customer written notice and the new Licence Fees shall take effect on the first due date occurring not less than four weeks after the date of the notice.

12. Invoicing

Once the initial Licence Fee has been paid, each further calendar month period will be invoiced up to 14 days prior to the due date. It is the Customer's responsibility to ensure payment is received by the Company on or before the due date.

13. Non Payment of Licence Fees

If the Customer does not pay the Licence Fees on the Due Date or the late payment charge or either, the Company may exclude the Customer from the Site and from the Unit and the Company may overlock the unit, whether or not the Company has exercised its right to terminate the Licence Agreement. Exercising the Company's right to exclude the Customer from the Site and the Unit does not affect the Customer's obligation to pay any unpaid or future Licence Fees or late payment charges.

If any part of the Licence Fees or the late payment charge is still outstanding one month after the Due Date then the Company may:-

- a) Give the Customer written notice that the Company will remove all the goods in the Unit if the Customer has not paid all outstanding amounts due in full within 72 hours of the posting of that notice by the Company to the Customer at the address set out in the Licence Agreement;
- b) On expiry of the notice in 13(a) above, remove all the goods in the Unit to any alternative storage facilities that the Company may decide without incurring any liability for loss or damage to the goods arising from their removal and alternative storage;
- c) Charge the Customer the full costs of removing the goods from the Unit and alternative storage costs together with any repeated costs if the Company require to move the goods at any time afterwards;
- d) Sell the goods on behalf of the Customer and pass good title to them and use the proceeds of sale to discharge any outstanding Licence Fees and other charges due to the Company. If the proceeds of sale are insufficient to discharge the Customer's outstanding liability to the Company then the Customer will remain liable for the balance and the Company may take action it considers necessary to recover the outstanding amounts;
- e) Treat any goods not sold as abandoned and destroy or otherwise dispose of them.

14. Termination/Vacation

Either the Customer or the Company may terminate the Agreement by giving not less than two weeks' written notice on any Due Date and termination will take effect from the due date. Any Licence Fees paid in advance after the date of termination will be refunded but the Company may make deductions from them as if they were a deposit under condition 9.

The Customer may not terminate this agreement if any Licence Fees or other charges are outstanding or if the Customer is otherwise in breach of the Licence Agreement.

The Company may terminate the Licence Agreement immediately by giving the Customer written notice if the Customer is in breach of any term of the Licence Agreement.

15. On Termination

On termination of the Licence Agreement the Customer must remove all goods from the Unit and leave the Unit clean and tidy and in the same condition as at the Commencement Date. The Company may charge the Customer if we have to repair any damage or clean the Unit or dispose of any goods or rubbish left in the Unit or on the Site. The Customer agrees to examine the goods carefully upon removing them from the Unit and must inform the Company in writing about any loss or damage to the goods as soon as is reasonably possible. The Company may treat any goods remaining in the Unit after termination as abandoned and may dispose of them in accordance with Conditions 13d.

16. Insurance

The Company does not automatically insure the Customer's goods, and are not liable for any loss or damage or consequential loss or damage incurred by the Customer to the Customer's goods whilst in the unit. The Customer acknowledges that all goods stored in the unit remain so stored at the Customer's sole risk and expense. The Company recommends that the Customer should insure the goods in the unit against all insurable risks at full replacement value and not allow that insurance cover to lapse whilst the goods (or any of them) remain on site. 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 risk to them. We will provide you with a Summary of Insurance which notes the cover we have arranged for you.

17. Exclusion of Liability

The Company shall not be liable to the Customer for any loss (including consequential loss or economic loss) or damage to goods stored in the Unit, whether or not the loss or damage is due to any act or omission, negligence, or wilful default by the Company or any of our servants or agents or other customers; nor shall we be liable for any consequential or economic loss incurred by the Customer as a result of any loss or damage to the goods. Any other representations, conditions, warranties and other terms, whether written or oral, express or implied, statutory or otherwise which are or may be inconsistent with this condition are expressly excluded.

The exclusion of liability in Conditions 16. and 17. does not apply where the damage suffered by the Customer is a direct result of negligence or wilful default by the Company or of our servants or agents and which causes physical injury to or death of any person.

18. Indemnity

The Customer will indemnify the Company and hold us harmless against all claims, demands, liabilities, damages, costs and expenses incurred by the Company or by any of our servants, agents or other customers which arises out of the use of the Unit or the Site by the Customer or any of the Customer's servants, agents or invitees or arises out of the breach of the Licence Agreement by the Customer.

19. Notices

Any notice given under the Licence Agreement must be in writing and may be served by personal delivery, or by pre-paid post. Any notice to the Customer may be sent to the address stated in the Licence Agreement or any other address, which the Customer notifies to the Company in writing. Any notice to the Company must be sent to our address set out in the Licence Agreement. Notices will be deemed to be effectively served immediately if delivered personally or forty-eight hours after they have been placed in the post.

20. Special Offer Terms & Conditions

To qualify for any offer all terms and conditions of the relevant storage agreement must be complied with throughout the entire storage period, including those concerning payment of storage fees, which must be paid on or before the due date whether demanded or not. If any terms and conditions are not complied with in any way, the Company reserves the right to revoke any offer in full and re-apply full charges.

These terms and conditions do not affect your statutory rights.

22. Force Majeure

The Company shall not be liable for any loss or damage which the Customer may suffer as a direct or indirect result of our performance of the Licence 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, flood, difficulty in obtaining workmen, materials or transport, electrical power failures or other circumstances whatsoever outside our control and which affect the provision by us of access to or use the Unit.

23. General

Any delay by the Company in exercising any of its rights under the Licence Agreement will not impair our rights or be a waiver of those rights, nor will any partial exercise or any right preclude a further exercise of that right.

The Customer may not assign any of its rights under the Licence Agreement or part with possession of the Unit to any other person, firm or company.

All the terms of the contract between the Company and the Customer are set out in the Licence Agreement and in these terms and Conditions. All other terms conditions warranties guarantees undertakings or representations whether express or implied by statute (insofar as such statute permit) common-law or otherwise or arising from conduct or a previous course of dealing or trade custom or usage or agreed or offered orally or in correspondence or otherwise are hereby excluded from the Licence Agreement. No variation of the Licence Agreement is binding on the Company unless agreed to in writing and signed by a director of the Company. None of our other employees or agents has any authority to vary the Licence Agreement on behalf of the Company whether orally or in writing or to make any representation of fact that is or may be inconsistent with the terms of the Licence Agreement.

Every provision in these terms and conditions 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.

The Licence Agreement shall not create a tenancy, lease or any other relationship of landlord and tenant between the Customer and the Company neither shall we for any other purpose whatsoever be treated as a warehouse keeper.

Where the customer is two or more persons your obligations under this agreement shall be joint and several.

Whilst on our premises customers may be recorded by CCTV and the information kept on record.