

# Storerite Self-Storage Terms and Conditions

## STORAGE:

So long as all fees are paid up to date, You: (a) are licensed to store Goods in the Unit allocated to You by Storerite from time to time and only in that Unit; (b) are deemed to have knowledge of the Goods in the Unit; and (c) warrant that You are the owner of the Goods in the Unit and/or entitled at law to deal with them in accordance with all aspects of this Agreement as agent for the owner.

Storerite: (a) does not have and will not be deemed to have knowledge of the Goods; (b) is not a bailee, custodian or warehouse worker of the Goods and You acknowledge that Storerite does not take possession of the Goods; and (c) does not grant any lease or tenancy of the Unit.

This Agreement will come into existence between Storerite and You when Storerite notifies You it has accepted the order by signing the cover sheet. The storage period will begin on the date agreed with You during the order process and set out on the cover sheet.

## COST:

You are responsible to pay: (a) the Storage Fee (being the amount set out in the cover sheet or as most recently notified to You by Storerite). Storerite will take the first payment on acceptance of Your order and will take subsequent payments in advance on the invoice date for each storage period or other date agreed with You (Due Date). It is Your responsibility to see that payment is made directly to Storerite on time and in full throughout the storage period. You can pay using a debit card or credit card. Storerite does not normally bill for fees but will issue an electronic invoice following payment. Any Storage Fees paid by direct transfer will not be credited to Your account unless You identify the payment clearly and as directed by Storerite and Storerite shall have no liability to and shall be indemnified by You if Storerite takes steps to enforce the agreement (including the sale of Goods) due to Your failure to identify a payment. Storerite will not accept that payment has been made until it has received cleared funds; (b) a Late Payment Fee each time a payment is late or cancelled; (c) any costs incurred by Storerite in collecting late or unpaid Storage Fees, or in enforcing this Agreement in any way, including but not limited to postal, telephone, unit inventory, debt collection, personnel and/or default action costs and associated legal and professional fees; (d) any government taxes or charges (including any value added tax or insurance premium tax) levied on any supplies made under this Agreement; and (e) the Cleaning Fee or charges for repairs, to be invoiced at Storerite's discretion as per Condition 20;. Where You have more than one agreement with Storerite, all will form one account and Storerite may in its sole discretion apply any payment made by You or on Your behalf on this Agreement against the oldest amount due from You to Storerite on any agreement in the account. If You make a part payment of any Storage Fees due to Storerite and Storerite retains Your part payment, this will not affect Storerite's ability to take any action against You or to exercise any rights Storerite has under this Agreement in respect of the Storage Fees which remain outstanding from You. The time period from which Storerite may take such action will still

start from the Due Date when the original Storage Fees were due, and the Due Date will not be extended as a result of Your part payment.

#### DEFAULT – RIGHT TO SELL OR DISPOSE OF GOODS:

Storerite takes the issue of prompt payment seriously and has a right of lien, which is a right to seize and sell or otherwise dispose of some or all of the Goods as security for Your obligation to make payments under this Agreement. If any sum owing to Storerite and other fees related to it are not paid when due (Debt), You authorise Storerite without further notice to: (a) refuse You and Your Agents access to the Goods, the Unit and the Facility and overlock the Unit until the Debt has been paid in full; (b) enter the Unit and inspect and/or remove the Goods to another unit or site and to charge You for all reasonable costs of doing so on any number of occasions; and (c) apply the Deposit against the Debt and, if insufficient to clear it in full, hold onto and/or ultimately sell or dispose of some or all of the Goods. You acknowledge that (a) Storerite shall be entitled to continue to charge for storage from the date the Debt becomes due until payment is made in full or the Goods are sold or disposed of; (b) Storerite will sell the Goods as if Storerite was the owner and will pass all rights of ownership in the Goods to the buyer; and (c) if You do not pay fees on the Due Date, the value of any discounts and special offers (including periods of free storage) which You have received will be payable by You in full.

On expiry or termination of this Agreement, if You fail to remove all Goods from the Unit, Storerite is authorised to treat the Goods as abandoned and may sell or dispose of all Goods by any means. You are liable for Storage Fees for the period from abandonment to the sale or disposal of the Goods together with any costs of disposal (Debt).

Before Storerite sells or disposes of the Goods, it will give You notice in writing directing You to pay (if You are in default) or collect the Goods (if they are treated as abandoned). This notice will be sent by registered or recorded delivery to the postal address last notified by You to Storerite in writing and by email and/or social media. If no address within the UK has been provided, STORERITE will use any land or email address or social media details it holds for You and any ACP. If You fail to pay the Debt and/or collect the Goods (as appropriate) STORERITE will access the Unit and begin the process to sell or dispose of the Goods. You consent to and authorise the sale or disposal of all Goods without further notice regardless of their nature, content or value. STORERITE will sell the Goods for the best price reasonably available in the open market, considering the costs of sale. STORERITE may also require payment of default action costs, including any costs associated with accessing the Unit and disposal or sale of the Goods, which shall be added to the Debt.

Sale proceeds will be applied first against the cost of removal and sale of Goods and second to pay the Debt. If sale proceeds do not discharge all of these costs and the Debt, you must pay STORERITE the balance within 7 days of a written demand from STORERITE. STORERITE may take action to recover the balance and any legal and administration costs incurred in doing so. If sale proceeds exceed the amount due from You, STORERITE will hold the balance for you, but no interest will be payable on it.

If, in the opinion of STORERITE and entirely at STORERITE's 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 STORERITE to treat the Goods as abandoned and STORERITE may dispose of all Goods by any means at Your cost. STORERITE may dispose of the Goods at STORERITE's discretion if (a) Goods are damaged due to fire, flood or other event that has rendered them, in the

opinion of the STORERITE, severely damaged, of no commercial value, or dangerous to persons or property, or (b) Goods may contain personal data belonging to You or others. STORERITE does not need Your prior approval to take this action but will send Notice to You within 7 days of assessing damaged Goods.

Any items left unattended in common areas or outside Your Unit at any time shall be treated as abandoned and may at STORERITE's discretion be moved, sold or disposed of immediately with no liability to STORERITE.

#### ACCESS:

You have the right to access the Unit during Access Hours as posted by STORERITE and subject to the terms of this Agreement. STORERITE will try to provide advance warning of changes to Access Hours by notice at the Facility and/or by SMS or email but reserves the right to change Access Hours temporarily to other reasonable times without giving prior notice.

Only You or others authorised or accompanied by You (Your Agents) may access the Unit. You are responsible Storerite and liable to STORERITE and other users of the Facility Storerite Your own actions and those of Your Agents. STORERITE may (but is not obliged to) require proof of identity from You or any other person at any time and, at STORERITE's sole discretion, may refuse access to any person who is unable to produce satisfactory proof.

STORERITE may refuse You access to the Unit and/or the Facility where moneys are owing by You to STORERITE, whether or not a formal demand Storerite payment has been made, or if STORERITE considers the safety or security of any person, unit or goods on or at the Facility has been threatened or may be put at risk.

You should not leave a key with or permit access to the Unit to any person other than Your own Agent who is responsible to You and subject to Your control. If You do so, it is at Your own risk.

You authorise STORERITE and its agents and contractors to enter the Unit in the following circumstances and to break any lock if reasonably necessary to gain entry: (a) on not less than 7 days' notice to inspect or carry out repairs or alterations to the Unit or any other part of the Facility; (b) without prior notice (but with notice as soon as practicable after the event) in the event of an emergency (including Storerite repair or alteration) or to prevent injury or damage to persons or property; (c) if STORERITE believes the Unit is being used to store prohibited goods or for a prohibited purpose; (d) STORERITE is obliged to do so by law, by the Police, Fire Services, Trading Standards, HM Revenue & Customs, other competent authority or by a Court Order; (e) to relocate the Goods or exercise STORERITE's lien or power of sale or disposal in accordance with this Agreement.

## CONDITIONS:

You will be solely responsible for securing the Unit and ensuring it is locked so as to be secure from unauthorised entry at all times when You are not in the Unit. STORERITE will not be responsible for securing any unlocked Unit. You are not permitted to apply a padlock or other device to the Unit in STORERITE's overlocking position and STORERITE may have any such padlock or device forcefully cut off at Your expense. Where applicable, you will secure the external gates and/or doors of the Facility.

You must not store (or allow any other person to store) any of the following in the Unit: (a) food or perishable goods unless securely packed so they are protected from and do not attract vermin; (b) any living creatures; (c) combustible or flammable substances such as gas, paint, petrol, oil, cleaning solvents or compressed gases; (d) firearms, explosives, weapons or ammunition; (e) chemicals, radioactive materials, biological agents, toxic waste, asbestos or other potentially hazardous substances; (f) any item that emits fumes, or odours; (g) any illegal item or substances or goods illegally obtained such as illicit (counterfeit/smuggled) tobacco or alcohol and unlicensed or unsafe goods (such as toys, electrical goods, medicines, aerosols, cosmetics, fireworks); (h) goods which are environmentally harmful or that are a risk to the property of any person; (i) currency, deeds and securities; and (j) items which are unique in nature and/or where the value to You cannot be assessed on a financial basis.

You will use the Unit solely for the purpose of storage and shall not (or allow any other person to): (a) use the Unit as offices or living accommodation or as a home, business or mailing address; (b) use or do anything at the Facility or in the Unit which may be a nuisance to STORERITE or any other person (including the escape of any substance or odour from or generation of noise or vibration which may be heard or felt outside the Unit); (c) use or do anything at the Facility or in the Unit which may invalidate or increase premiums under any insurance policies of STORERITE or any other person; (d) paint or make alterations to or attach anything to the internal or external surfaces of the Unit; (e) connect or provide any utilities or services to the Unit unless authorised by STORERITE; (f) cause damage to the Unit or any part of the Facility (which includes by removal, haulage or delivery contractors); or (g) create any obstruction or leave items or refuse in any common space within the Facility

You must maintain the Unit by ensuring it is clean and in good repair. In the event of uncleanliness or damage to the Unit or Facility, STORERITE will be entitled to retain the Deposit, charge a Cleaning Fee, and/or claim full reimbursement from You of the reasonable costs of repairs, replacement, restoration, proper compensation or disposal of refuse.

You must (and ensure that Your Agents) use reasonable care on site and have respect Storerite the Facility and other unit users, inform STORERITE of any damage or defect immediately it is discovered and comply with the reasonable directions of STORERITE's employees, agents and contractors and any other regulations or policies Storerite the use, safety and security of the Facility as STORERITE shall issue periodically.

This Agreement does not confer on You any right to exclusive possession of the Unit and STORERITE reserves the right to relocate You to another Unit not smaller than the current Unit: (a) by giving 14 days' notice during which You can elect to terminate this Agreement; or (b) on shorter notice if an incident occurs that requires the Unit or section where it is located to be closed or sealed off. In

these circumstances, STORERITE will pay Your reasonable costs of removal if approved in writing by STORERITE before removal. If You do not arrange removal by the date specified in STORERITE's notice, then You authorise STORERITE and its agents to enter the Unit and move the Goods as Your agent on Your behalf and at Your risk. Following removal this Agreement will be varied by substitution of the new Unit number but otherwise continues on the same terms at the storage rates in the original Unit at the time of the removal.

You must ensure the Unit is suitable for the storage of the Goods intended to be stored in it and You are advised to inspect the Unit before storing Goods and periodically during the storage period. STORERITE makes no warranty or representation that any unit is suitable for any particular goods and accepts no liability in this regard. Unit sizes are approximate. If You have exact requirements, you must check with STORERITE before signing this Agreement as, by signing, you agree to the actual size of the Unit and not any represented unit size.

STORERITE may refuse storage of any Goods or require You to remove Goods if in STORERITE's opinion storage of such Goods creates a risk to the safety of any person or property.

You must give notice to the STORERITE in writing of the change of any contact details on this Agreement to You or the ACP within 48 hours of any change. You agree STORERITE is entitled to discuss any default by You with the ACP registered on the front of this Agreement.

#### RISK AND RESPONSIBILITY:

STORERITE will not be liable for any loss or damages suffered by You because of You not being able to access the Facility or the Unit, regardless of the cause.

STORERITE excludes all liability in respect of (a) loss or damage to Your business, if any, including consequential loss, lost profits or business interruption; (b) any claim for return of the Storage Fees except where this results from STORERITE's negligence or breach of contract, in which case STORERITE's liability will be limited to the sum of £100 in total. STORERITE does not exclude liability for physical injury to or the death of any person which is a direct result of negligence or wilful default on the part of STORERITE, its agents and/or employees.

STORERITE does not insure the Goods and it is a condition of this Agreement that the Goods remain adequately insured at all times for their Replacement Value (as set out on the cover sheet) while they are in storage. You warrant that such cover is in place, will not lapse and that the aggregate value of Goods in the Unit from time to time will not exceed the insured value. STORERITE does not give any advice concerning insurance cover given by any policy and You must make Your own judgment as to adequacy of cover even when arranged by STORERITE. Inspection of any insurance documents provided by You to demonstrate cover does not mean STORERITE has approved the cover or confirmed it is sufficient.

It will be Your responsibility to compensate STORERITE the full amount of all claims, liabilities, demands, damages, costs and expenses (including any reasonably incurred legal and professional fees) incurred by STORERITE or third parties (Liabilities) resulting from or incidental to (a) the use of the Unit (including but not limited to the ownership or storage of Goods in the Unit, the Goods

themselves and/or accessing the Facility) or (b) breach of this Agreement by You or any of Your Agents or (c) enforcement terms of this Agreement.

You agree to comply with this Agreement and all laws and regulations relevant to the use of the Unit. This includes laws relating to material which is stored and the manner in which it is stored. You will be responsible Storerite all Liabilities resulting from such a breach.

If STORERITE has reason to believe that You are not complying with all relevant laws STORERITE may take any action it considers necessary, including, but not limited to, contacting, cooperating with and/or submitting Goods to relevant authorities, and/or immediately disposing of or removing Goods at Your expense. You agree that STORERITE may take such action at any time even though STORERITE could have acted earlier.

STORERITE shall not be considered to be in breach of this Agreement nor liable Storerite any delay in performing or failure to perform any of its obligations under this Agreement or any resulting loss or damage to Goods if such delay, failure, loss or damage results from events, circumstances or causes beyond STORERITE's reasonable control. Such circumstances include (but are not limited to) any Act of God, riot, strike or lock-out, trade dispute or labour disturbance, shortage of labour, materials or transport, electrical power failures, threat of or actual terrorism or environmental or health emergency or hazard or recommended restrictions, or entry into any unit including the Unit or the Facility by, or arrest or seizure or confiscation of Goods by, competent authorities. If this happens, STORERITE will not be responsible for failing to allow access to the Goods, Unit and/or the Facility Storerite so long as the circumstances continue. STORERITE will try to minimise any effects arising from such circumstances.

## PERSONAL INFORMATION

STORERITE collects information about You and any ACP on registration and whilst this Agreement continues, including personal data (Data). STORERITE processes Data in accordance with the General Data Protection Regulation and all associated laws. Details on how STORERITE uses Data and Your rights in relation to Data are set out in STORERITE's Privacy Notice.

If You give consent, STORERITE will use Data for feedback purposes, including to provide information on products or services provided by STORERITE in response to requests from You or if STORERITE believes they may be of interest. Your choice with regard to the relevant use of Data is indicated in the cover sheet and can be changed at any time by contacting STORERITE.

## COMMUNICATIONS AND NOTICE:

STORERITE can send You notifications regarding day-to-day matters and minor changes to this Agreement by email and/or by SMS if You have agreed to receive notifications by SMS. These notifications will be effective one hour after sending or immediately if they relate to an urgent problem or emergency. We may also use Your social media accounts.

Notices to be given by STORERITE or You for more significant changes to the services and these terms or to enforce rights under this Agreement (such as ending the Agreement, changing prices,

significant disruptions or enforcing STORERITE's right to sell or dispose of Goods) must be in writing and must either be delivered by hand, pre-paid post or email. Notices shall be considered to have been received at the time of delivery by hand, one day after sending by email or 48 hours after posting. Notices from STORERITE to You will be sent to the addresses on the cover sheet or the most recent address in England and/or email address notified by You to STORERITE and/or your social media accounts. In the event of not being able to contact You at the last notified postal or email address, Notice will be considered as having been given to You if STORERITE serves that Notice on the ACP as identified on the front of this Agreement at the last notified postal or email address of the ACP. Any notice from You must be sent to STORERITE by hand or by post to the address on the cover sheet or by email to [enquireies@storeriteselfstorage.co.uk](mailto:enquireies@storeriteselfstorage.co.uk) In the event that there is more than one storer named on the Agreement, Notice to or by any single storer is agreed to be sufficient for the purposes of any Notice requirement under this Agreement.

#### CANCELLING OR ENDING THE AGREEMENT:

If You signed up without coming into the Facility, then You have 14 days after STORERITE confirms acceptance of the order to change Your mind (cooling off period). If You cancel during this period, a refund will be provided based on the length of storage You have taken prior to cancelling and all Goods being removed from the Unit. STORERITE can use any payment made by You to settle some or all of this. You can cancel by email, post or telephone call to STORERITE referring to Your name, address, and date of order.

Unless otherwise agreed in writing by both parties, either STORERITE or You may end this Agreement at any time by giving the other party written Notice. The date on which the Agreement will end (the Termination Date) must be at least the number of days indicated on the cover sheet. In the event of illegal or environmentally harmful activities on Your part or a breach of this Agreement (which, if it can be put right, you have failed to put right within 14 days of notice from STORERITE to do so), STORERITE may terminate the Agreement immediately by Notice. STORERITE is entitled to retain from the Deposit or make a charge for apportioned Storage Fees if less than the required Notice is given by You. You must remove all Goods in the Unit before the close of business on the Termination Date and leave the Unit in a clean condition and in a good state of repair to the satisfaction of STORERITE. In the event that Goods and/or rubbish are left in the Unit after the Termination Date. You must pay any outstanding Storage Fees and any other fees or expenses owed to STORERITE up to the Termination Date, or Conditions 6 to 10 may apply. Any calculation of the outstanding fees will be by STORERITE. If STORERITE enters the Unit for any reason and there are no Goods stored in it, STORERITE may terminate the Agreement without giving advance Notice but will send Notice to You within 7 days.

You agree to examine the Goods carefully on removal from the Unit and must notify STORERITE of any loss or damage to the Goods as soon as is reasonably possible.

Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of STORERITE or You that came into effect during the life of the Agreement. This includes the right to claim damage for breach of the Agreement, liability for outstanding monies, property damage, personal injury, environmental damage and legal responsibility under this Agreement.

## OTHER IMPORTANT TERMS:

STORERITE may vary the Storage Fee or other terms of this Agreement and add new terms and conditions as long as such changes are notified to You in writing. The modified terms will take effect on the first Due Date occurring not less than 28 days after the date of STORERITE's notice. You may end this Agreement without charge before the change takes effect by giving notice in accordance with Condition 36. Otherwise, your continued use of the Unit will be considered as Your acceptance of and agreement to the amended terms.

You acknowledge and agree that a) the terms of this document constitute the whole agreement with STORERITE and, in entering this Agreement, You do not rely on any statement, promise, representation, assurance or warranty which is not set out in this Agreement; (b) any descriptions or illustrations on our website are published Storerite the sole purpose of giving an approximate idea of the services described in them but they will not form part of this Agreement or have any contractual force; (c) the terms of this Agreement apply to the exclusion of any other terms that You seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing; (d) You have raised all queries relevant to Your decision to enter this Agreement with STORERITE and STORERITE has, prior to You entering into this Agreement, answered all such queries to Your satisfaction; (e) any special terms agreed between You and STORERITE, been recorded in writing and incorporated into the terms of this Agreement; (f) if STORERITE decides not to exercise or enforce any right that it has against You at a particular time, then this does not prevent STORERITE from deciding to exercise or enforce that right at a later date unless STORERITE tells You in writing that STORERITE has waived or given up its ability to do so; (g) it is not intended that anyone other than You and STORERITE will have any rights under this Agreement and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to it; (h) if any provision or part-provision of this Agreement is or becomes invalid, unlawful or unenforceable to any extent, it shall be treated as deleted, but that shall not affect the validity and enforceability of the rest of this Agreement; (I) You may not assign or transfer any of Your rights under this Agreement or part with possession of the Unit or Goods whilst they are in the Facility; (j) STORERITE may transfer its rights under this Agreement to another organisation and will let You know if it plans to do this; and (k) where there are two or more joint Storers, each person takes on the obligations under this Agreement separately.

This Agreement shall be governed by English law and any dispute or claim that either party brings will be decided by the Courts of England and Wales. The parties must first try to settle any dispute in connection with this Agreement by mediation. Such mediation is to be conducted by a mediator who is independent of the parties and appointed by agreement of the parties. It is a condition precedent to the right of either party to commence arbitration or litigation other than Storerite emergency interlocutory relief, that it has first offered to submit the dispute to mediation.

## DUTY OF CARE

a) Subject to the restrictions set out in this Agreement, the STORERITE shall be liable Storerite: identifiable losses, destruction of or damage to Your Goods due to a breach of its duty of care, wilful acts, omissions and default, including theft by forcible entry or damage caused by the STORERITE, its employees, agents or representatives while the Goods are in the Unit ("Loss" or "Damage").

b) The STORERITE accepts a duty of care for stored Goods. For the avoidance of doubt, STORERITE's duty of care in relation to the Goods shall be that of a reasonably careful person under like circumstances. STORERITE shall not be liable for any Loss or Damage to the Goods, however caused, while the Goods remain in the Unit or under STORERITE's care, custody or control, unless such Loss or Damage resulted from STORERITE's failure to exercise such care in relation to the Goods as a reasonably careful person would exercise under like circumstances, and STORERITE will not be liable for Storerite damages which could not have been avoided by the exercise of such care.

c) Unless and until a higher limit of liability has been fixed under a StoreProtect Addendum and continues in effect, STORERITE's liability for Storerite Loss or Damage is limited to a maximum of £100 for any one event or series of connected events.

d) STORERITE's liability will commence from the time Your Property is placed by You into Your storage Unit(s) and ceases immediately upon removal of Your Property from Your storage Unit(s).

e) STORERITE is responsible for maintaining the Facility in a secure condition and will provide its services with reasonable skill and care.

f) You authorise STORERITE and its agents and contractors to enter the Unit and to break any lock if reasonably necessary to gain entry without prior notice (but with notice as soon as practicable after the event) to fulfil its duty to safeguard Goods belonging to You or other customers.