

# CONTAINER SELF STORAGE AGREEMENT TERMS AND CONDITIONS

## 1. DEFINITIONS

- 1.1. **"We"**, **"Us"** or **"Our"** means the Macaravans Limited trading as Newton Self Storage (Company number: 04855025) whose registered office is at Trent Lane, Kings Newton, Melbourne, Derbyshire, DE73 8BT.
- 1.2. **"You"** or **"Your"** means the customer named in this Agreement.
- 1.3. **"Agent"** means persons who you authorise, or who accompany you, to access the Container.
- 1.4. **"Agreement"** means this Agreement, made up of the Newton Self Storage Container Licence Agreement and these Conditions.
- 1.5. **"Conditions"** means the Our terms and conditions of sale set out in this document.
- 1.6. **"Container"** means such allocated part of the Storage Area as We specify from time to time and /or any other container You may occupy as detailed on the Agreement.
- 1.7. **"Deposit"** means the payment as specified by Us from time to time.
- 1.8. **"Facility"** means the building, warehouse, external storage containers or other land or premises operated by the Us, the address of which is detailed at clause 1.1.
- 1.9. **"Fees"** means any and all sums due under this Agreement, including but not limited to, Storage Rates, cleaning fees, late payment fee and professional fees.
- 1.10. **"Force Majeure Event"** means an event or sequence of events beyond a party's reasonable control preventing or delaying it from performing its obligations under this Agreement including without limitation strikes, lock-outs, labour disputes, acts of God, natural disasters, war, riots, civil commotion, malicious damage, imposition of sanctions, embargo, law, governmental order, rule, regulation or direction, accident, fire, explosion, building collapse, flood, drought, storm, pandemic or epidemic, nuclear or chemical or biological contamination, terrorism.
- 1.11. **"Late Payment Fee"** means the greater of £10 or 10% of Storage Rates.
- 1.12. **"Parties"** means Us and You together as parties to this Agreement.
- 1.13. **"Property"** or **"Your Property"** or **"Goods"** means any and/or all goods stored by You in a storage Container allocated to You at Our Facility.
- 1.14. **"Storage Area"** means the site operated from time to time by Us for storage of Your goods at Trent Lane, Kings Newton Melbourne, Derbyshire DE73 8BT or such other location as the We nominate from time to time.
- 1.15. **"Storage Rates"** means the weekly or monthly rate specified on the Agreement and as set from time to time by Us in accordance with this Agreement.
- 1.16. **"Storage Period"** the period from and including the Storage Period Start Date detailed on the Contract until the date on which the licence granted by Us is ended in accordance with these Conditions.
- 1.17. **"Termination Date"** means the date on which this agreement ends either under clause 15 or the date outlined in the Agreement.
- 1.18. **"Container"** means a segregated area of Our Facility made available for You to secure and store Goods'.

## 2. DURATION

- 2.1. We agrees for the duration of this Agreement to allow the You to store Goods in the Container until notice of a Termination Date is given by either party in accordance with clause 15.2 of this Agreement or by

Us invoking the Our right to terminate under clause 15.3.

## 3. STORAGE:

- 3.1. So long as all Fees are paid up to date and subject to these Conditions, You: (a) are granted a licence during the Storage Period only to store Goods in the Container allocated to You by Us from time to time and only in that Container; (b) are deemed to have knowledge of the Goods in the Container; and (c) warrant that You are the owner of the Goods in the Container and/or entitled at law to deal with them in accordance with all aspects of this Agreement as agent for the owner.
- 3.2. We: (a) do not have and will not be deemed to have knowledge of the Goods; (b) are not a bailee, custodian or warehouseman of the Goods and You acknowledge that We do not take possession of the Goods; (c) do not grant any lease or tenancy of the Container or any part of the Facility and nothing in this Agreement creates a landlord and tenant relationship; and (d) retain control, possession and management of the Facility and the Container and the You have no right to exclude Us from the Facility or the Container.
- 3.3. This Agreement will come into existence between Us and You when We notify You We have accepted Your order by signing this Agreement. The Storage Period will begin on the date agreed with You during the order process and set out on the first page of this Agreement.

## 4. COST:

- 4.1. You must pay the Deposit together with one months Storage Rate on signing this Agreement. The Deposit (or the balance of it after any appropriate deductions for unpaid Fees, repairs, cleaning or other charges to put right any breach of this Agreement by You) will be refunded by cheque or electronic transfer within 21 days of termination of this Agreement.
- 4.2. The Storage Rates will be revised annually at Our discretion and only implemented after one month's notice to the You. Failure to adhere to any increase as prescribed by this clause shall result in the Agreement being terminated in accordance with clause 15.3 below.
- 4.3. You are responsible to pay:
  - 4.3.1. the Storage Fee (being the amount set out in the Agreement or as most recently notified to You by Us). We will take the first payment of the first months Storage Rate and the Deposit on signing this Agreement 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 Us on time and in full throughout the Storage Period.
  - 4.3.2. Any Storage Rates paid will not be credited to Your account unless You identify the payment clearly and as directed by Us. If you fail to correctly identify a payment, We reserve the right to take steps to enforce the Agreement (including the sale of Goods) due to Your failure to pay Storage Rates. We shall have no liability to You as a result of taking such action and You agree to fully indemnify Us for any costs, including those outlined in (c), below, We incur in taking such action. We will not

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accept that payment has been made until it has received by Us in cleared funds;

- 4.3.3. a Late Payment Fee each time a payment is late or cancelled;
- 4.3.4. any costs incurred by the Us in collecting late or unpaid Storage Rates, or in enforcing this Agreement in any way, including but not limited to postal, telephone, Container inventory, debt collection, personnel and/or default action costs and associated legal and professional fees;
- 4.3.5. any government taxes or charges (including any value added tax or insurance premium tax) levied on any supplies made under this Agreement; and
- 4.3.6. the Cleaning Fee or charges for repairs, to be invoiced at Our discretion as described in Clause 9.3.

4.4. Where You have more than one agreement with Us, all will form one account and We may in our sole discretion apply any payment made by You or on Your behalf on this Agreement against the oldest amount due from You to Us on any agreement in the account. If You make a part payment of any Storage Rates due to Us and We retain Your part payment, this will not affect Our ability to take any action against You or to exercise any rights We have under this Agreement in respect of the Storage Rates which remain outstanding from You. The time period from which We may take such action will still start from the Due Date when the original Storage Rates were due and the Due Date will not be extended as a result of Your part payment.

4.5. VAT is payable on Storage Rates.

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

5.1. If any payment by You provided for in this Agreement shall be unpaid for 40 days after becoming payable (whether lawfully demanded or not) it shall be lawful for Us to enter the Container and remove and dispose of any such Goods in due course of law and apply the proceeds towards payment of all costs incurred in the exercising of this clause 5 and any outstanding monies owed to Us.

5.2. We will not be liable for any fees incurred in the exercising of this clause 5.

5.3. We shall be entitled to charge You interest on the amount unpaid, at the rate of 4 per cent (4%) per annum above Barclays Bank plc base rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).

5.4. We shall have a general and particular 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 Us and other Fees related to this Agreement are not paid when due (“Debt”), You authorise Us without further notice to: (a) refuse You and Your Agents access to the Goods, the Container and the Facility and to overlock the Container until the Debt has been paid in full; (b) enter the Container and inspect and/or remove the Goods to another Container 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 in accordance with this

Clause 5. You acknowledge that (a) We shall be entitled to continue to charge Storage Rates from the date the Debt becomes due until payment is made in full or the Goods are sold or disposed of; (b) We will sell the Goods as if We were 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.

5.5. If on expiry or termination of this Agreement for any reason, You fail to remove all Goods from the Container, We are authorised to treat the Goods as abandoned and may sell or dispose of all Goods by any means in accordance with this Clause 5. You are liable for Storage Rates for the period from abandonment to the sale or disposal of the Goods together with any costs of disposal incurred, which shall be added to the, or treated as a Debt.

5.6. Before We sell or dispose of the Goods, We 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 Us in writing and by email. If no address within the UK has been provided, We will use any land or email address We hold for You and any ACP.

5.7. If You fail to pay the Debt and/or collect the Goods (as appropriate) We will access the Container 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. We will sell the Goods for the best price reasonably available in the open market, taking into account the costs of sale. We may also require payment of default action costs, including any costs associated with accessing the Container and disposal or sale of the Goods, which shall be added to the, or treated as a Debt.

5.8. 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 Us the balance within 7 days of a written demand from Us. We 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, We will attempt to return the excess funds to you. If this is not reasonably possible, we will hold the balance for You but no interest will be payable on it.

5.9. If, in the opinion of Us 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 and We may dispose of all Goods by any means at Your cost. We may dispose of the Goods at Our discretion in the event that: (a) Goods are damaged due to fire, flood or other event that has rendered them, in Our reasonable opinion, severely damaged, of no commercial value, or dangerous to persons or property; or (b) Goods may contain personal data belonging to You or others. We do not need Your prior approval to take this action but will send written notice to You within 7 days of assessing damaged Goods.

5.10. Any items left unattended in common areas at the Facility or outside Your Container at any time shall be treated as abandoned and may at Our discretion

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be moved, sold or disposed of immediately with no liability to Us.

### 6. USE OF THE SITE AND ACCESS

- 6.1. The Container may be used for storing the Goods only and no other purpose. Any other items left in the Storage Area or Container which are not paid for in accordance with this Agreement may be disposed of by any means necessary at Our discretion and at cost to You.
- 6.2. All Containers must be left secured and it is Your sole responsibility to ensure the Container is padlocked so as to be secured from unauthorised entry at all times when You are not at the Storage Area.
- 6.3. We will not be liable for locking any unlocked Container.
- 6.4. You should not leave a key with or permit access to the Container 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.
- 6.5. We do not accept any liability for any person including any agents holding keys on Your behalf and having access to the Container.
- 6.6. No trading is permitted from the Storage Area, and Goods must not be offered or advertised for sale whilst in the Storage Area.
- 6.7. We reserves the right to access the Container at all times and for all purposes and to remove all or any of the Goods stored in the Container to ensure compliance and observance by You with the terms contained herein and for carrying out repairs maintenance and alterations to the Container and the Storage Area having given You 7 days written notice save where the We deem that there is urgent need to access the Container when prior notice shall not be required.
- 6.8. We shall not be liable for any damage caused to the Goods stored in the Container as a result of such entry and removals as specified in clause 5 above except to the extent that this is due to the Our negligence.
- 6.9. You authorise Us and Our agents and contractors to enter the Container at any time without notifying You 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 Container 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 for repair or alteration) or to prevent injury or damage to persons or property; (c) if We believe the Container is being used to store prohibited Goods or for a prohibited purpose; (d) if We are obliged to do so by law, by the Police, Fire Services, Trading Standards, HM Revenue & Customs, other competent authority or by a Court Order; or (e) to relocate the Goods or exercise Our lien or power of sale or disposal in accordance with this Agreement.
- 6.10. You warrants that all Goods stored in the Container are either owned by You or You is entitled in law to the possession of the Goods stored in the Container at any time. You agree to pay any costs We may incur in the event that this declaration is not true.
- 6.11. You have the right to access the Container during Access Hours as posted by Us and subject to the terms of this Agreement. We will try to provide advance warning of changes to Access Hours by notice at the Facility or email, but We reserve the right to change Access Hours temporarily to other reasonable times without giving prior notice.
- 6.12. If We have agreed to grant You extended access to the Container outside normal hours, the extended access is available between the hours indicated on the Contract attached, subject to You paying any relevant additional charges.
- 6.13. Only You or Your Agents may access the Container. You are responsible for and liable to Us and other users of the Facility for Your own actions and those of Your Agents. We may (but are not obliged to) require proof of identity from You or any other person at any time and, at Our sole discretion, may refuse access to the Facility to any person who is unable to produce satisfactory proof.
- 6.14. We may refuse You access to the Container and/or the Facility where moneys are owing by You to Us, whether or not a formal demand for payment has been made, or if We consider the safety or security of any person, Container or Goods on or at the Facility has been threatened or may be put at risk.
- 6.15. You must not store (or allow any other person to store) any of the following in the Container: (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 including but not limited to 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 (including but not limited to 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; (j) items which are unique in nature and/or where the value to You cannot be assessed on a financial basis; and (k) any other goods which are of a like nature to any of these specified above or as We may specify from time to time.
- 6.16. You must not use portable heaters in the Container at any time.
- 6.17. You must not store in any Container (a) any Lithium ion batteries exceeding a watt-hour (Wh) rating of 160 Wh unless they are built-in and cannot be removed from the otherwise permitted Goods; (b) portable battery chargers, power banks or any similar portable power source; (c) more than five (5) E-Scooters, E-Bikes, E-Skateboards or any similar battery-powered vehicles, unless the battery has been removed and is not being stored in the Container; (d) more than ten (10) laptops, tablet computers, children's toys or other similar items containing built-in batteries. When storing any permitted Goods that contain built-in batteries you must ensure: (a) the Goods are free from visible physical defect or fault and (b) such Goods are not stacked and are stored allowing air

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circulation. We recommend all batteries are stored with the lowest practical charge.

6.18. You will be liable under Clause 10 for any breach of this Clause 6.

### 7. ALTERNATIVE CONTAINER

7.1. This agreement shall not confer upon You an exclusive right of possession of the Container and We may upon giving 7 days prior written notice require You to remove any Goods from one Container to another Container at no higher price than that occupied by You prior to such move.

7.2. Removal of Goods under clause 7.1 shall be at the Your cost only.

7.3. Failure to remove Goods within the deadline specified at clause 7.1 may result in the Goods being removed at the risk and cost to You.

### 8. INDEMNITY AND INSURANCE

8.1. Storage of the Goods is at Your risk and We shall not be responsible for loss of or damage to the Goods stored or to any goods or deliveries accepted on Your behalf or for any consequential loss or economic loss both direct and indirect even if that damage is due to Our fault.

8.2. You must:

8.2.1. indemnify Us against any actions, costs, claims and liabilities arising from the storage of any Goods in the Container; and

8.2.2. insure against such liability, with a reputable insurer to a reasonable and adequate amount as required by Us from time to time against fire, storm damage and other usual risks and third party liabilities.

8.3. For the avoidance of doubt, We shall not have any liability to You for any liability arising from vermin infestation, loss of use, storm damage, flooding, lightning, fire, loss goodwill or, business interruption whatsoever or howsoever caused or arising.

8.4. Neither party excludes or limits liability to the other party for death or personal injury caused by negligence.

### 9. CONDITIONS:

9.1. You will be solely responsible for securing the Container and ensuring it is locked so as to be secure from unauthorised entry at all times when You are not in the Container. We will not be responsible for securing any unlocked Container. You are not permitted to apply a padlock or other device to the Container in Our overlocking position and We 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.

9.2. You will use the Container solely for the purpose of storage and shall not (or allow any other person to):

9.2.1. use the Container as offices or living accommodation or as a home, business or mailing address;

9.2.2. use or do anything at the Facility or in the Container which may be a nuisance to Us 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 Container);

9.2.3. use or do anything at the Facility or in the Container which may invalidate or increase premiums under any insurance policies of Us or any other person;

9.2.4. paint or make alterations to or attach anything to the internal or external surfaces of the Container;

9.2.5. connect or provide any utilities or services to the Container unless authorised by Us;

9.2.6. cause damage to the Container or any part of the Facility (which includes by removal, haulage or delivery contractors); or

9.2.7. create any obstruction or leave items or refuse in any common space within the Facility.

9.3. You must maintain the Container by ensuring it is clean and in good repair during the Storage Period. In the event of uncleanliness or damage to the Container or Facility, We 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.

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

9.5. This Agreement does not confer on You any right to exclusive possession of the Container and We reserve the right to relocate You to another Container not smaller than the current Container: (a) by giving 14 days' notice during which You can elect to terminate this Agreement under Clause 15.2; or (b) on shorter notice if an incident occurs that requires the Container or section where it is located to be closed or sealed off. In these circumstances, We will pay Your reasonable costs of removal if approved in writing by Us before removal. If You do not arrange removal by the date specified in Our notice, then You authorise Us and its agents to enter the Container and move the Goods as Your agent on Your behalf and at Your risk (except for damage caused wilfully or negligently which is subject to the limitations in Clause 8). Following removal this Agreement will be varied by substitution of the new Container number but otherwise continues on the same terms at the Storage Rates in force for the original Container at the time of the removal.

9.6. You must ensure the Container is suitable for the storage of the Goods intended to be stored in it and You are advised to inspect the Container before storing Goods and periodically during the Storage Period. We make no warranty or representation that any Container is suitable for any particular goods and We accept no liability in this regard. Container sizes are approximate. If You have exact requirements, You must check with Us before signing this Agreement as, by signing, You agree to the actual size of the Container and not any represented Container size.

9.7. We may refuse storage of any Goods or require You to remove Goods if in Our opinion storage of such Goods creates a risk to the safety of any person or property.

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

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### 10. RISK AND RESPONSIBILITY:

- 10.1. We will not be liable for any loss or damages suffered by You as a result of You not being able to access the Facility or the Container, regardless of the cause.
- 10.2. The Goods are stored at Your sole risk and responsibility and You shall be responsible for and bear the risk of any and all theft, damage to, and deterioration of the Goods caused by any reason. We exclude all liability in respect of: (a) loss or damage to Your business, if any, including consequential loss, lost profits or business interruption; (b) loss of or damage to Goods or any claim for return of the Storage Rates except where this results from Our negligence or breach of contract, in which case Our liability will be limited to the sum of £100 in total. We do not exclude or limit 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 Us, Our agents and/or employees.
- 10.3. Subject to Clause 8 if applicable, We do not insure the Goods and it is a condition of this Agreement that the Goods remain adequately insured by You at all times for their replacement value 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 Container from time to time will not exceed the insured value. We do 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 Us. Inspection of any insurance documents provided by You to demonstrate cover does not mean We have approved the cover or confirmed it is sufficient.
- 10.4. It will be Your responsibility to compensate Us for the full amount of all claims, liabilities, demands, damages, costs and expenses (including any reasonably incurred legal and professional fees) incurred by Us or third parties (Liabilities) resulting from or incidental to: (a) Your use of the Container (including but not limited to the ownership or storage of Goods in the Container, 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.
- 10.5. You agree to comply with this Agreement and all laws and regulations relevant to the use of the Container. This includes laws relating to any Goods which are stored and the manner in which they are stored. You will be responsible for all Liabilities resulting from such a breach.
- 10.6. If We have reason to believe that You are not complying with all relevant laws We may take any action We consider necessary, including, but not limited to, action outlined in Clauses 5 and 6.15, contacting, cooperating with and/or submitting Goods to relevant authorities, and/or immediately disposing of or removing Goods at Your expense. You agree that We may take such action at any time even though We could have acted earlier.
- 10.7. We shall not be considered to be in breach of this Agreement nor liable for any delay in performing or failure to perform any of Our 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 Our reasonable control. Such

circumstances include (but are not limited to) any act of God, riot, strike or lock-out, trade dispute or labour disturbance, accident, breakdown of plant or machinery, fire, flood, shortage of labour, materials or transport, electrical power failures, threat of or actual terrorism or environmental or health emergency or hazard or recommended restrictions, epidemic, pandemic, or entry into any Container including the Container or the Facility by, or arrest or seizure or confiscation of Goods by, competent authorities. If this happens, We will not be responsible for failing to allow access to the Goods, Container and/or the Facility for so long as the circumstances continue. We will try to minimise any effects arising from such circumstances.

### 11. FORCE MAJEURE

- 11.1. If We is prevented from providing its obligations by reason of a Force Majeure Event then We shall have no liability to You in respect of the delay or failure to perform its obligations.
- 11.2. If We is likely to be or is affected by a Force Majeure Event it shall give notice in writing to You;
- 11.3. If the Force Majeure Event continues for a continuous period in excess one Month either party shall be entitled to give notice in writing to the other to end the arrangements between the parties under these Conditions.

### 12. DAMAGE AND REPAIRS

- 12.1. You must not and must not allow any other person to use the Container do anything in the Storage Area which may be of nuisance to Us or other customers or use the Container as offices to living accommodation or as a home or business address.
- 12.2. You must not tamper with or cause any damage to the Container or anything else within the Storage Area. Failure to comply will result in You bearing the full cost of any repairs, restoration or replacement.
- 12.3. You must:-
  - 12.3.1. inform Us or a member of staff employed by Us of any damage to the Container; and
  - 12.3.2. comply with all fire safety and security precautions or instructions posted about the Storage Area or as directed by any of Our employees and any further regulations for use of the Container which We may issue from time to time.

### 13. PERSONAL INFORMATION

- 13.1. We collect information about You and any ACP on registration and whilst this Agreement continues, including personal data (Data). We process Data in accordance with the UK retained version of the EU General Data Protection Regulation, the Data Protection Act 2018 and all associated laws. Details on how We use Data and Your rights in relation to Data are set out in Our Privacy Notice which can be viewed at the Facility upon request. You confirm any ACP has consented to You supplying Data to Us on these terms.
- 13.2. If You give consent, We will use Data for feedback purposes, including to provide information on products or services provided by Us in response to requests from You or if We believe they may be of interest. Your choice with regard to the relevant use of Data is indicated in the Agreement and can be changed at any time by contacting Us.

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### 14. COMMUNICATIONS AND NOTICE:

- 14.1. We can send You notifications regarding day to day matters and minor changes to this Agreement by email. These notifications will be effective one hour after sending or immediately if they relate to an urgent problem or emergency.
- 14.2. Notices to be given by Us 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 Our 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 Us to You will be sent to the addresses on this Agreement or the most recent address in England and/or email address notified by You to Us. 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 We serve that notice on the ACP as identified in this Agreement at the last notified postal or email address of the ACP.
- 14.3. Any notice from You must be sent to the Us by hand or by post to Our registered office address as or by email to [info@newtonselfstorage.co.uk](mailto:info@newtonselfstorage.co.uk) In the event that there is more than one contact named on the Agreement, Notice to or by any single contact is agreed to be sufficient for the purposes of any notice requirement under this Agreement.

### 15. CANCELLING OR ENDING THE AGREEMENT:

- 15.1. If You entered into the Agreement without physically coming into the Facility, then You have 14 days after We confirm acceptance of Your 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 Container. We can use any payment made by You to settle some or all of this sum. You can cancel by email, post or telephone call to Us referring to Your name, address, date of order, and Container number.
- 15.2. Unless otherwise agreed in writing by both parties, either We or You may end this Agreement at any time by giving the other party written notice in accordance with this Clause 15.2. The date on which the Agreement will end must be at least the number of days 7 after written notice has been served.
- 15.3. 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 a request from Us to do so), We may terminate the Agreement immediately by notice. We are entitled to retain from the Deposit, or make a charge for, apportioned Storage Rates if less than the required notice is given by You. You must remove all Goods in the Container before the close of business on the Termination Date and leave the Container in a clean condition and in a good state of repair to the satisfaction of Us. In the event that Goods and/or rubbish are left in the Container after the Termination Date, Clauses 4.3 and 9.3 will apply. You must pay any outstanding Storage Rates and any other fees or expenses owed to Us up to the Termination Date, or Clauses

4.3 and 9.3 may apply. Any calculation of the outstanding Fees will be by Us. If We enter the Container for any reason and there are no Goods stored in it, We may terminate the Agreement without giving advance Notice but will send Notice to You within 7 days.

- 15.4. You agree to examine the Goods carefully on removal from the Container and must notify Us of any loss or damage to the Goods as soon as is reasonably possible.
  - 15.5. Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of Us or You that came into effect during the term of the Agreement prior to termination or expiry. 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.
  - 15.6. Deposit refunds will be made between 21 days following termination and Your departure on the condition that the Container and surrounding area is left clean and tidy and that all charges incurred are paid in full.
- ### 16. OTHER TERMS:
- 16.1. If You wish to take up any additional services We offer, such as delivery and collection, We would be pleased to provide details. You will need to sign up to Our terms and conditions for such services which may be subject to additional charges.
  - 16.2. We 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 Our notice. You may end this Agreement without charge before the change takes effect by giving notice in accordance with Clause 15.2. Otherwise, Your continued use of the Container will be considered as Your acceptance of and agreement to the amended terms.
  - 16.3. This agreement is personal to You and cannot be assigned nor the benefit passed on by You to any other person, firm or company.
  - 16.4. We reserve the right to alter hours of access at any time without prior notification to You.
  - 16.5. No ball games bicycles skateboards or any other similar objects are allowed onto the Site.
  - 16.6. All pets must be kept on a lead whilst on the Site and all children are to be supervised by an adult when on Site.
  - 16.7. Any changes in Your personal details must be notified by the method prescribed in this agreement to Us by You within 14 days of any such change.
  - 16.8. You acknowledge and agree that :
    - 16.8.1. the terms of this document constitute the whole agreement with Us 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;
    - 16.8.2. any descriptions or illustrations on our website are published for 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;
    - 16.8.3. the terms of this Agreement apply to the exclusion of any other terms that You seek to impose or incorporate, or which are

## CONTAINER SELF STORAGE AGREEMENT TERMS AND CONDITIONS

- implied by law, trade custom, practice or course of dealing;
- 16.8.4. You have raised all queries relevant to Your decision to enter this Agreement with Us and We have, prior to You entering into this Agreement, answered all such queries to Your satisfaction;
- 16.8.5. any special terms agreed between You and Us, been recorded in writing and incorporated into the terms of this Agreement;
- 16.8.6. if We decide not to exercise or enforce any right that it has against You at a particular time, then this does not prevent Us from deciding to exercise or enforce that right at a later date unless We tell You in writing that We have waived or given up its ability to do so;
- 16.8.7. it is not intended that anyone other than You and Us will have any rights under this Agreement and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to it;
- 16.8.8. 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;
- 16.8.9. You may not assign or transfer any of Your rights under this Agreement or part with possession of the Container or Goods whilst they are in the Facility;
- 16.8.10. We may transfer Our rights under this Agreement to another organisation and will let You know if We plans to do this; and
- 16.8.11. where there are two or more joint customers, each individual customer takes on the obligations under this Agreement separately and We may enforce our rights against any one of the joint customers.
- 16.9. 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. The Parties agree that, other than for emergency interlocutory relief, neither party shall commence legal proceedings against the other unless it has first offered to submit the dispute to mediation and mediation has not commenced withing a reasonable period of time after such offer was made.