

VEHICLE STORAGE AGREEMENT TERMS AND CONDITIONS

1. General Terms

In this Agreement the following words and phrases will have the meanings set out below, unless the context requires otherwise:

- 1.1 **“Access Hours”** means such hours as the Operator permits Vehicle Owners to access the Facility.
- 1.2 **“Agreement”** means this Agreement, made up of the Newton Self Storage Vehicle Storage Agreement and these Conditions.
- 1.3 **“Allocated Area”** means such allocated part of The Facility as the Operator specifies from time to time and as detailed on the Agreement.
- 1.4 **“Conditions”** means the terms and conditions set out in this document.
- 1.5 **“Data Protection Legislation”** means all applicable data protection and privacy legislation, regulations and guidance including, without limitation:
- 1.5.1 Data Protection Act 1998 and (from 25 May 2018 onwards) Regulation (EU) 2016/679 (“GDPR”), the Privacy and Electronic Communications (EC Directive) Regulations (all as amended, updated or re-enacted from time to time); any law based on or seeking to enact any such provisions in the United Kingdom to the GDPR; and
- 1.5.2 any applicable guidance or codes of practice issued by Working Party 29, the European Data Protection Board or Information Commissioner from time to time (all as amended, updated or re-enacted from time to time).
- 1.6 **“Facility”** means the building, warehouse, Allocated Area or other land or premises operated by the Operator, the address of which is detailed at clause 1.11.
- 1.7 **“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.
- 1.8 **“Main Office”** means the administrative office of the Operator at the Facility.

- 1.9 **“Operator”, “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.
- 1.10 **“Rental Fee”** means the amount of rent that the Operator requires the Vehicle Owner to pay in return for permitting the Vehicle to be stored on Facility during the Storage Period.
- 1.11 **“Storage Period”** means the period during which the Operator permits the Vehicle Owner to store the Vehicle on the Facility.
- 1.12 **“Summer Hours”** means any time from 09:00 to 18:00..
- 1.13 **“The Facility”** means the Facility intended for the storage of caravans at Trent Lane, Kings Newton Melbourne, Derbyshire or such other location as the Operator nominates from time to time.
- 1.14 **“Vehicle/Stored Vehicle”** means the caravan or other vehicle permitted to be stored on the Facility by the Operator and as detailed on the Agreement
- 1.15 **“Vehicle Owner”, “You” or “Your”** means the person or persons that own the caravan or vehicle permitted to be stored on the Facility by the Operator.
- 1.16 **“Winter Hours”** means any time from 09:00 to 17:00

2. General Terms

- 2.1 Subject to payment of the Rental Fee, the Operator accepts temporary custody of the Vehicle for the Storage Period.
- 2.2 The Vehicle Owner parts temporarily with the Vehicle for the Storage Period and agrees to pay the Rental Fee.
- 2.3 The Rental Fee is payable in accordance with the payment terms outlined at Clause 4. The Operator may increase the Rental Fee at any time and shall give the Vehicle Owner not less than one months’ notice of an increase following which the new value shall be the Rental Fee.
- 2.4 All valuables and perishable items must be removed from the Vehicle, and the windows and doors are to remain locked during the Storage Period. Any items left in the Vehicle are left at the Vehicle Owner’s risk. The Vehicle Owner is reminded that many insurance policies may not cover possessions in the Vehicle.
- 2.5 By entering into this agreement, the Vehicle Owner warrants that he/she has both ownership and legal title in the Vehicle.

- 2.6 Periodic checks on the identity of all Vehicles on Facility may be made by the Operator.
- 2.7 The Vehicle Owner will give the Operator reasonable notice of their intention to permanently remove the Vehicle from the Facility.
- 2.8 The Vehicle Owner acknowledges and agrees that all entry and exit movements may be logged and that the storage facility may be covered by CCTV, which may be recorded and stored.
- 2.9 The Vehicle is to be parked correctly within the allocated plot or left secure in the collection/delivery area.
- 2.10 The Vehicle Owner shall not permit any other party to use the storage space allocated to the Vehicle Owner.
- 2.11 This agreement does not permit the stationing of an alternative or replacement vehicle on the Facility.
- 2.12 The Vehicle is to be kept clean, mechanically sound, and in good condition whilst on the Facility.
- 2.13 The Operator reserves the right to refuse entry or require removal of any Vehicle that is not clean, mechanically sound and in good condition.
- 2.14 No trading is permitted from the Facility and the Vehicle must not be offered or advertised for sale while on the Facility.
- 2.15 The Vehicle must not be inhabited during the Storage Period.
- 2.16 No unauthorised access is allowed to any person other than the Vehicle Owner and the Vehicle Owner will be required to provide identification upon arrival at the Facility.
- 2.17 No major repairs to the Vehicle are to be carried out on Facility. Minor repairs may be carried out with the prior permission of the Operator.
- 2.18 The Operator shall at all times act with due diligence in providing a fit and proper place for the storage of the Vehicle.
- 3. DURATION**
- 3.1 The Operator agrees for the duration of this Agreement to allow the Vehicle Owner to park one Vehicle in an Allocated Area until notice of a termination date is given by either party in accordance with clause 8.1 and 12 of this Agreement or by the Operator invoking the Operator's right to terminate under clause 8.
- 4. PAYMENT**
- 4.1 The Vehicle Owner will pay to the Operator the agreed Payment. A first Payment must be made on the signing of this Agreement together with a sum equal to a minimum of 3 months Payments paid in advance.
- 4.2 The full Payment rate to be paid by the Vehicle Owner to the Operator by the date as specified on any subsequent invoice issued.
- 4.3 Payments will be revised annually on 1st May at the discretion of the Operator and only implemented after one month's notice to the Vehicle Owner by advertisement on the notice board at the Main Office. Failure to adhere to any increase as prescribed by this clause shall result in the Agreement being terminated in accordance with clause 8 below.
- 4.4 You are responsible to pay:
- 4.4.1 the Rental Fee (being the amount set out in the Agreement or as most recently notified to the Vehicle Owner by Operator). We will take the first payment of the first months Rental Fee 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 the Vehicle Owner (Due Date). It is Your responsibility to see that payment is made directly to the Operator on time and in full throughout the Storage Period.
- 4.4.2 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 the Vehicle) 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 accept that payment has been made until it has received by Us in cleared funds;
- 4.4.3 a Late Payment Fee each time a payment is late or cancelled;
- 4.4.4 any costs incurred by the Operator in collecting late or unpaid Rental Fees, or in enforcing this Agreement in any way, including but not limited to postal, telephone, inventory, debt collection, personnel and/or default action costs and associated legal and professional fees;
- 4.4.5 any government taxes or charges (including any value added tax or insurance premium tax) levied on any supplies made under this Agreement;

and

- 4.4.6 the Cleaning Fee or charges for repairs, to be invoiced at the Operators discretion as described in Clause 6.13.

5. VAT

- 5.1 All sums payable under this agreement, unless otherwise stated, are exclusive of VAT and other duties or taxes. Any VAT or other duties or taxes payable in respect of such sums are to be payable in addition to them.

6. USE OF THE ALLOCATED AREA

- 6.1 The Allocated Area may be used for storing the Vehicle only and no other purpose. Any other items left on the Allocated Area which are not paid for in accordance with this Agreement may be disposed of by any means necessary at the discretion of the Operator and at the cost of the Vehicle Owner concerned.

- 6.2 Vehicles must remain unoccupied and be empty whilst stored at the Facility;

- 6.3 All gas bottles must be disconnected and the valve closed for the duration of the Vehicle storage and no other noxious, hazardous or explosive substances or preparations are allowed on Facility in compliance with The Regulatory Reform (Fire Safety) Order 2005 and any successor legislation. In their normal state, devices or other products containing lithium-ion batteries, when used and maintained in accordance with manufacturer's instructions, are not considered to present a noxious, hazardous or explosive risk;

- 6.4 No maintenance work on the Vehicle shall be carried out at the Facility without the prior written permission of the Operator;

- 6.5 All waste to be disposed of prior to bringing a Vehicle onto the Facility as no facilities for this are available on Facility;

- 6.6 All Vehicles must be left secured whilst in storage, the Operator shall not be liable for locking any unlocked Vehicle.

- 6.7 The Vehicle Owner should not leave a key with or permit access to the Vehicle or Facility to any person. If the Vehicle Owner chooses to do so, it is at the Vehicle Owners own risk.

- 6.8 The Vehicle Owner will use the Vehicle solely for the purpose of storage and shall not (or allow any other person to):

- 6.8.1 use the Allocated Area or the Vehicle as offices or living accommodation or as a home, business or mailing address;

- 6.8.2 use or do anything at the Facility, Vehicle or in the Allocated Area which may be a

nuisance to the Operator 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 Vehicle);

- 6.8.3 use or do anything at the Facility, Vehicle or in the Allocated Area which may invalidate or increase premiums under any insurance policies of Us or any other person;

- 6.8.4 paint or make alterations to or attach anything to the surfaces of the Allocated Area;

- 6.8.5 connect or provide any utilities or services to the Allocated Area unless authorised by the Operator;

- 6.8.6 cause damage to the Allocated Area or any part of the Facility (which includes by removal, haulage or delivery contractors); or

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

- 6.9 Any vehicle over 23 feet in length shall be stored in a large bay or on a twin axle plot only.

- 6.10 The Operator may move a Vehicle without prior notice to the Vehicle Owner in order to carry out necessary maintenance works at the Facility or as the Operator may deem necessary for the proper management of the Facility. In order for the Operator to exercise rights under this clause Vehicle Owners are required to provide a set of keys to the Operator to access the Vehicle if required.

- 6.11 You warrant that the Vehicle Owner is entitled in law to the possession of the Vehicle stored in the Allocated Area at any time. The Vehicle Owner agrees to pay any costs that the Operator may incur in the event that this declaration is not true.

- 6.12 All Vehicles at the Allocated Area and the Facility generally must be kept tidy and free from litter by the Vehicle Owner.

- 6.13 The Vehicle Owner must maintain the Allocated Area by ensuring it is clean during the Storage Period. In the event of uncleanliness or damage to the Allocated Area or Facility, the Operator will be entitled to retain the Deposit, charge a Cleaning Fee, and/or claim full reimbursement from the Vehicle Owner of the reasonable costs of repairs, replacement, restoration, proper compensation or disposal of refuse.

- 6.14 You have the right to access the Allocated Area during Access Hours as posted by the Operator and subject to the terms of this Agreement. The Operator will try to provide advance warning of

- changes to Access Hours by notice at the Facility or email, but the Operator reserves the right to change Access Hours temporarily to other reasonable times without giving prior notice.
- 6.15 If the Operator has agreed to grant the Vehicle Owner extended access to the Vehicle outside normal hours, the extended access is available between the hours indicated on the Contract attached, subject to the Vehicle Owner paying any relevant additional charges.
- 6.16 Only the Vehicle Owner may access the Allocated Area. You are responsible for and liable to the Operator and other users of the Facility for Your own actions. The Operator may (but are not obliged to) require proof of identity from the Vehicle Owner or any other person at any time and, at their sole discretion, may refuse access to the Facility to any person who is unable to produce satisfactory proof.
- 6.17 You will be liable under Clause 7.14 for any breach of this Clause 6.
- 7. LIABILITY, INDEMNITY AND INSURANCE**
- 7.1 The Vehicle Owner will insure the Vehicle and keep it insured in accordance with clause 5 above and the Vehicle Owner will provide evidence of insurance upon request by the Operator.
- 7.2 The Operator shall obtain and at all times keep in place appropriate liability insurance for the Facility.
- 7.3 The Operator will not be held liable for any damage to the Vehicle or its contents as a result of towing or the movement of the Vehicle unless such damage is caused by the negligence of the Operator.
- 7.4 We will not be liable for any loss or damages suffered by the Vehicle Owner as a result of the Vehicle Owner not being able to access the Facility or the Allocated Area, regardless of the cause.
- 7.5 Should the Vehicle Owner cause damage a third party's vehicle or property then he/she is required to report the matter immediately to the Operator.
- 7.6 You must:
- 7.6.1 indemnify the Operator against any actions, costs, claims and liabilities arising from the storage of the Vehicle; and
- 7.6.2 insure against such liability, with a reputable insurer to a reasonable and adequate amount as required by the Operator from time to time against fire, storm damage and other usual risks and third party liabilities.
- 7.7 The Operator shall not be held to be liable for damage or loss caused by vermin infestation.
- 7.8 The Operator shall not be held to be liable for loss or damage caused by other Vehicle Owners and their vehicles on the Facility.
- 7.9 For the avoidance of doubt, the Operator shall not have any liability to the Vehicle Owner for any liability arising from vermin infestation, loss of use due to theft or otherwise, storm damage, flooding, lightening, fire, loss goodwill or, business interruption whatsoever or howsoever caused or arising.
- 7.10 Should the Vehicle suffer loss or damage whilst on Facility the Vehicle Owner must immediately inform the Operator, and where appropriate the police and the Vehicle Owner's insurers. In cases where the Vehicle Owner considers that they have a claim against the Operator they must in addition provide written details to the Operator as soon as possible and in any event within 72 hours of the Vehicle Owner becoming aware of the claim.
- 7.11 Where it appears to the Operator that a Vehicle has been brought onto the Facility for the purpose of abandoning it, the Operator may at its own election arrange for the disposal of the Vehicle and any costs incurred will be recovered from the Vehicle Owner and/or any person or persons who brought the Vehicle onto the Facility.
- 7.12 Nothing in this contract limits or excludes a party's liability for death or personal injury or loss or damage caused by the negligence of that party or its employees, agents or subcontractors.
- 7.13 We do not insure the Vehicle and it is a condition of this Agreement that the Vehicle remain adequately insured by the Vehicle Owner at all times for their replacement value while they are in storage. The Vehicle Owner warrants that such cover is in place, will not lapse and that the aggregate value of Vehicle in the Allocated Area 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. Inspection of any insurance documents provided by the Vehicle Owner to demonstrate cover does not mean the Operator has approved the cover or confirmed it is sufficient.
- 7.14 It will be the Vehicle Owners responsibility to compensate the Operator 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) the Vehicle Owners use of the Vehicle (including but not limited to the ownership or storage of the Vehicle, the Vehicle itself and/or accessing the Facility); or (b) breach of this Agreement by the Vehicle Owner; or (c)

enforcement terms of this Agreement.

7.15 The Vehicle Owner agrees to comply with this Agreement and all laws and regulations relevant to the use of the Vehicle. This includes laws relating to any Vehicle/s which are stored and the manner in which they are stored. The Vehicle Owner will be responsible for all Liabilities resulting from such a breach.

7.16 If the Operator have reason to believe that the Vehicle are not complying with all relevant laws, the Operator may take any action that is considered necessary, including, but not limited to, action outlined in Clauses 7.15 and 10, contacting, cooperating with and/or submitting Vehicle to relevant authorities, and/or immediately disposing of or removing Vehicle at Your expense. The Vehicle Owner agree that the Operator may take such action at any time even though the Operator could have acted earlier.

7.17 The Operator shall not be considered to be in breach of this Agreement nor liable for any delay in performing or failure to perform any of the Operators obligations under this Agreement or any resulting loss or damage to the Vehicle if such delay, failure, loss or damage results from events, circumstances or causes beyond the Operators 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 Allocated Area including the Allocated Area or the Facility by, or arrest or seizure or confiscation of the Vehicle by, competent authorities. If this happens, the Operator will not be responsible for failing to allow access to the Vehicle, Allocated Area and/or the Facility for so long as the circumstances continue. The Operator will try to minimise any effects arising from such circumstances.

8. TERMINATION

8.1 This agreement shall terminate:

8.1.1 At any time by one party giving written notice to the other party of that party's intention to terminate not less than one calendar month before termination;

8.1.2 Immediately, without notice, should either party become the subject of voluntary or involuntary insolvency proceedings (save for the purposes of amalgamation or solvent re-organisation) or become the subject of an action in bankruptcy or make or propose any voluntary arrangement with their creditors or otherwise acknowledge their insolvency;

8.1.3 Immediately on notice, if either party commits a material breach of any of the provisions of this agreement and, in the case of a breach capable of remedy, fails to remedy this within 30 days after receipt of a notice giving reasonable particulars of the breach and requiring it to be remedied. For the avoidance of doubt the Vehicle Owner shall be in material breach in circumstances including, but not limited to, any failure to pay all or part of the Rental Fee.

8.2 In the event of termination pursuant the Vehicle Owner must remove the Vehicle before the close of business on the Termination Date and leave the Allocated Area in a clean condition and in a good state of repair to the satisfaction of the Operator. In the event that the Vehicle and/or rubbish are left in the Allocated Area after the Termination Date, Clauses 4.4, 9.1 and 10 will apply. The Vehicle Owner must pay any outstanding Storage Rates and any other fees or expenses owed to the Operator up to the Termination Date, or Clauses 4 and 9 may apply. Any calculation of the outstanding Fees will be by the Operator.

8.3 Where the Vehicle Owner terminates this agreement prior to the end of the agreed Storage Period, the Operator will be entitled to charge for reasonable administration costs resulting from the termination.

8.4 Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the Operator or the Vehicle Owner 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.

8.5 Deposit refunds will be made between 21 days following termination and the Vehicle Owners departure on the condition that the Allocated Area, and surrounding areas of the Facility is left clean and tidy and that all charges incurred are paid in full.

9. OVERDUE PAYMENTS

9.1 It any payment by the Vehicle Owner provided for in this Agreement shall be unpaid for 40 days after becoming payable (whether lawfully demanded or not) it shall be lawful for the Operator to enter the Allocated Area or any part thereof and remove and dispose of any such Vehicle in due course of law and apply the proceeds towards payment of all costs incurred in the exercising of this clause and any outstanding monies owed to the Operator.

9.2 The Operator will not be liable for any fees incurred in the exercising of its rights under this clause 9.

- 9.3 Subject to clause 9.1 Vehicles shall not be permitted to be removed off the Site unless all outstanding amounts provided for in this Agreement are fully paid.
- 9.4 The Operator shall be entitled to charge the Customer interest on the amount unpaid, at the rate of 4 per cent 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).
- 10. NOTICE REQUIRING VEHICLE OWNER TO COLLECT VEHICLE AND INTENTION TO SELL**
- 10.1 In the event the Rental Fee is overdue and following notice pursuant to clause 8.1.3 the Vehicle Owner fails to remove the Vehicle from the Facility, such notice shall be deemed to be notice under section 12(1) and (2) and Part I of Schedule 1 to the Torts (Interference with Goods) Act 1977 (the 1977 Act) for the Vehicle Owner to collect the Vehicle from the Facility and notice under section 12(3) and Part II of Schedule 1 to the 1977 Act of the Operator's intention to sell the Vehicle and any goods and chattels stored with it.
- 10.2 Following sale of the vehicle in accordance with clause 10.1 above all sums due to the Operator including all outstanding arrears and all reasonable costs incurred by the Operator will be deducted from the proceeds of the sale and any remaining balance will be retained by the Operator on account until collected by the Vehicle Owner at his own expense.
- 10.3 Upon serving notice pursuant to clause 8.1.3 the Operator shall be entitled to apply a daily rent calculated at 1/365th of the Rental Fee until such time as the Vehicle is collected or sold.
- 10.4 The Vehicle Owner recognises that the Operator does not have a facility to dispose of unwanted vehicles and as such incur commercial disposal charges. If the Vehicle Owner fails to remove the Vehicle on or before termination of the agreement, the Vehicle Owner will incur a £500 disposal fee payable to the Operator in addition to any other amounts due. The Operator, at their discretion, is authorised to sell the Vehicle and its contents in such manner as the Operator sees fit and deduct from the proceeds of the sale the £500 disposal fee and any other amount due to the Operator under this agreement or otherwise. If the sale of the Vehicle does not cover the disposal fee and any other amount due the Operator the Vehicle Owner shall be liable to pay any balance due to the Operator.
- 11. FORCE MAJEURE**
- 11.1 If the Operator is prevented from providing its obligations by reason of a Force Majeure Event then the Operator shall have no liability to the Vehicle Owner in respect of the delay or failure to perform its obligations.
- 11.2 If the Operator is likely to be affected by a Force Majeure Event it shall give notice in writing to the Vehicle Owner.
- 11.3 If the Force Majeure Event continues for a continuous period in excess of 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. NOTICE**
- Where under this Agreement notice is required to be given by either party to the other such terms shall be satisfied by a written notice signed by an officer of the relevant party or if an individual Vehicle Owner, the Vehicle Owner and transmitted either by post or facsimile to the registered office in the case of the Operator or such other address as the Operator shall notify to the Vehicle Owner and to the address that the Vehicle Owner shall notify to the Operator as set out on the Agreement.
- 13. DAMAGE AND REPAIRS**
- 13.1 The Vehicle Owner must not and must not allow any other person to use the Allocated Area or do anything on the Facility which may be of nuisance to the Operator or other Vehicle Owners.
- 13.2 The Vehicle Owner must comply with all fire safety and security precautions or instructions posted about the Facility or as directed by any employee of the Operator and any further regulations for use of the Allocated Area which the Operator may issue from time to time.
- 13.3 The Vehicle Owner must not tamper with or cause any damage to the Allocated Area or anything else within the Facility. Failure to comply will result in the Vehicle Owner bearing the full cost of any repairs, restoration or replacement.
- 13.4 The Vehicle Owner must:
- 13.4.1 inform the Operator or a member of staff employed by Operator of any damage to the Vehicle or to the Allocated Area; and
- 13.4.2 comply with all fire safety and security precautions or instructions posted about the Allocated Area or as directed by any of the Operator's employees and any further regulations for use of the Allocated Area which We may issue from time to time.
- 14. ALTERNATIVE ALLOCATED AREA**
- 14.1 This agreement shall not confer upon the Vehicle Owner an exclusive right of possession of the Allocated Area and the Operator may upon giving 7 days prior written notice require the Vehicle

- Owner to remove any Vehicle from one Allocated Area to another Allocated Area at no higher price than that occupied by the Vehicle Owner prior to such move.
- 14.2 Removal of Vehicles under clause 9.1 shall be at the cost of the Vehicle Owner only.
- 14.3 Failure to remove a Vehicle when requested by the Operator within 7 days may result in the Vehicle being removed at the risk and cost to the Vehicle Owner.
- 15. ENTRY AND EXIT OF SITE**
- 15.1 Strictly no access to the Facility is permitted outside the opening hours of 09:00 to 18:00 Monday to Sunday during Summer Hours and outside the opening hours 09:00 – 17:00 Monday to Sunday during Winter Hours
- 15.2 Upon entry and exit of the Site, the Vehicle Owner is required to register their entry and exit via use of the key fob system.
- 15.3 No Vehicle is permitted to leave the Site without being recorded at Main Office or via use of the key fob system.
- 15.4 No Vehicle will be permitted to leave the Site by any other person other than the Vehicle Owner without the Operator having been informed by way of prior written consent from the Vehicle Owner save that the Operator shall have no liability to the Vehicle Owner should a vehicle be removed contrary to the provisions of this clause 15.4 as a consequence of fraud, misrepresentation or theft.
- 16. MISCELLANEOUS**
- 16.1 No variation of this Agreement shall be binding upon the parties unless the same shall be in writing duly signed by an authorised representative of the Operator and the Vehicle Owner on its behalf and such variation shall be particular to the circumstances mentioned by such writing and shall not be regarded as a general variation.
- 16.2 This Agreement is personal to the Vehicle Owner and cannot be assigned nor the benefit passed on by the Vehicle Owner to any other person, firm or company.
- 16.3 The Operator reserves the right to alter hours and days of access at any time without prior notification to the Vehicle Owner.
- 16.4 No ball games, bicycles, skateboards or any other similar objects or pastimes are allowed on the Facility.
- 16.5 All pets must be kept on a lead whilst on the Facility and all children are to be supervised by an adult when on the Facility.
- 16.6 Any changes in a Vehicle Owner's personal details must be notified by the service in accordance with this Agreement to the Operator by the Vehicle Owner within one month of any such change.
- 17. PERSONAL INFORMATION, PRIVACY AND DATA PROTECTION**
- 17.1 The Operator may collect information about the Vehicle Owner 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.
- 17.2 If the Vehicle Owners gives consent, the Operator 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 the Operator.
- 17.3 We are committed to protecting your privacy in accordance with the current Data Protection Legislation. This notice provides a summary of the ways in which we (as Data Controller) process your personal data.
- 17.4 We process your personal data to provide storage for your vehicle at our Facility, handle enquiries and complaints, offer services, and to meet legal or regulatory obligations. We may disclose your personal data to third parties who perform services on our behalf and as may be required by law. We may transfer your personal data outside the European Economic Area ("EEA") and will ensure that it is treated in accordance with the Legislation. You have various rights, including to see a copy of the personal information held about you and to lodge a complaint with the local data protection authority. Your data will be retained for 7 years unless the data must be retained for a longer period due to business, legal or regulatory requirements.
- 18. COMMUNICATIONS AND NOTICE**
19. The Operator can send the Vehicle Owner 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.
20. Notices to be given by the Operator or Vehicle Owner 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 the Vehicle) 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 the Operator to the Vehicle Owner will be sent to the addresses on this Agreement or the most recent address in England and/or email address notified by Vehicle Owner to the Operator. 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.

21. Any notice from Vehicle Owner must be sent to the Operator by hand or by post to the Operators registered office address as or by email to 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.

22. Variation, Rights of Third Party and Assignment

22.1 No variation to this agreement shall be valid unless it is in writing and signed by each of the parties.

22.2 If any provision of this agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this agreement which shall remain in full force and effect.

22.3 A person who is not a party to this agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this agreement.

22.4 Neither party shall assign, subcontract or otherwise transfer any of their rights or obligations under this agreement.

23. Jurisdiction

This agreement shall be governed by and construed in accordance with the laws of England and Wales where the Facility is domiciled within the jurisdiction of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales. Where the Facility is domiciled in Scotland this agreement shall be governed by and construed in accordance with the laws of Scotland and the parties submit to the exclusive jurisdiction of the courts of Scotland.