

Kitley Self Storage general terms and conditions

We may at any time make changes to this site and the details displayed on it (including prices).
Licence Condition

In this Licence, the following words have the following meanings:

Unit

the storage unit specified in Part 1 of this Licence or any alternative storage unit we may specify under Condition 10

We, us, our

(relevant storage company - e.g. Kitley Self Storage Ltd)

You, Your

the customer named in the Licence

Due Date

From the date specified in Part 1 of this Licence and thereafter on the corresponding date in each period specified in Part 1 of this Licence (or if the period is four weekly, the first day of each four week period) or in each case on the previous business day if the Due Date falls on a Saturday, Sunday or public holiday.

The Goods

anything You store in the Unit at any time during this Licence

The Licence

these conditions and this information set out in Part 1 of this Licence

Licence Commencement Date

the start date specified in Part 1 of this Licence

Licence End Date

the date specified in Part 1 of this Licence (if any) or the date of termination of this Licence in accordance with Condition 22 or 23

The Licence Fees

the amount specified in Part 1 of this Licence (which does not include Insurance).

Prompt Payment

In respect of payment of each and every sum due under this Licence, payment on the Due Date and in respect of any sum being due under any other agreement between You and us, payment within seven days of that sum being demanded in writing

Site

The premises on which the Unit is situated

You may have other rights granted to You by law in addition to those set out in these Terms and Conditions, which we may not exclude. These Terms and Conditions do not affect those other rights granted by law. If You wish to obtain further information about Your rights, You should speak to Your local Citizen's Advice Bureau or Trading Standards Office.

2. So long as the Licence Fees are paid up to date, we will licence You (but no other person)

2.1. the Unit for the storage of Goods in the Unit in accordance with this Licence from the Commencement Date until this Licence is terminated.

3. Only You and persons authorised in writing or accompanied by You will be allowed to have access to the Unit. You are responsible for the actions of anyone that You authorise to access the Site and for anyone that You allow to accompany You on to the Site. You may withdraw any authorisation at any time but the withdrawal will not be effective until we receive it in writing. We may ask for proof of identity from You or any other person at any time (although we are not obliged to do so) and we may refuse access to any person (including You) who is unable to provide satisfactory proof of identity. We may refuse You access at any time if we consider in our reasonable discretion that the safety of any person on the Site, or the security of the Unit or its contents, or other units or their contents will be put at risk.

4. You will permit us and our agents and contractors to enter the unit and if necessary we may break the lock to gain entry

4.1. if we give You not less than seven days' notice so that we may inspect the Unit or carry out repairs, maintenance and alterations to it or any other unit or part of the Site;

4.2 at any time without notifying You:-

4.2.1. if we reasonably believe that the Unit contains any items described in Condition 7 or is being used in breach of Condition 8 or such entry is effected incidental to the exercise of our powers pursuant to clause 16

4.2.2. if we are required to do so by the Police, Fire Services, Local Authority or by a Court Order;

4.2.3. for any purpose including that in Condition 4.1 if we believe it is necessary in an emergency;

4.2.4. to obtain access in accordance with Conditions 10 and 16;

4.2.5. to prevent injury or damage to persons or property; or

4.2.6. for the purpose of checking whether the Unit contains any items described in Condition 7 or if we reasonably consider that such entry is necessary to ascertain whether action needs to be taken to prevent injury or damage to persons or property.

5. You confirm that throughout this Licence, the Goods in the Unit from time to time are Your own property or that the person who owns or has an interest in them has given You irrevocable authority to store the Goods in the Unit on the terms and conditions in this Licence and that You act as a duly authorised agent of any such person. You will pay any costs we incur or claims made against us if this is not true.

6. We may refuse to permit You to store any Goods or require You to collect any Goods from the Unit if in our reasonable opinion the safety of any person on the Site, or the security of the Unit or its contents, or other units or their contents would be put at risk by the storage or continued storage of any such Goods.

7. You must not store (and You must not allow any other person to store) any of the following in the Unit:-

7.1. food or perishable goods unless securely packed so that they are protected from and do not attract vermin;

7.2. birds, fish, animals or any other living creatures;

7.3. combustible or flammable materials or liquids such as gas, paint, petrol, oil or cleaning solvents;

7.4. firearms, explosives, weapons or ammunition;

7.5. chemicals, radioactive materials, biological agents;

7.6. toxic waste, asbestos or other materials of a potentially dangerous nature;

7.7. any item which emits any fumes, smell or odour;

7.8. any illegal substances, illegal items or goods illegally obtained;

7.9. compressed gases.

7.10 Motorised vehicles i.e. motorbikes, quads and cars unless drained of all liquid and immobile.

8. You must not (and You must not allow any other person to):-

8.1. use the Unit or do anything on the Site or in the Unit which may be a nuisance to us or the users of any other unit or any person on the Site;

8.2. use the Unit as offices or living accommodation or as a home or business address and not use the address of the Site or the Unit for receiving or sending mail;

8.3. spray paint or do any mechanical work of any kind in the Unit;

8.4. attach anything to the internal or external surfaces of the Unit or make any alteration to the Unit;

8.5. allow any liquid, substance, smell or odour to escape from the Unit or any noise to be audible or vibration to be felt outside the Unit;

8.6. cause any damage to the Unit or any other unit or the Site or its facilities or to the property of us or any other unit users or other persons on the Site and if You cause any damage You must (at our option) repair, restore or replace such damage or item or reimburse the reasonable costs of making necessary repairs, restoration or replacement or make proper compensation;

8.7. leave anything in or obstruct or block any passageway, stairway, service area or other part of the Site and You must at all times exercise courtesy to others and reasonable care for Your own safety and that of others in using these areas.

8.8. connect or provide any utilities or services to the Unit unless authorised in advance in writing by us.

9. You must (and You will ensure that anyone authorised by You must):-

- 9.1. use reasonable care when on the Site or in the Unit and take all reasonable care in respect of the Unit, the Site, and the property of us or any other unit users or other persons on the Site;
- 9.2. inform us of any damage or defect to the Unit as soon as You become aware of it;
- 9.3. comply with the reasonable directions of any of our employees, agents and contractors at the Site and any further regulations for the use safety and security of the Unit and the Site which we may issue from time to time.

10. This Licence shall not confer on You any right to exclusive possession of the Unit.

10.1 We may only by giving You at least fourteen days' written notice require You to remove the Goods from the Unit to another unit specified by us which shall not be smaller than the current Unit.

10.1.1 in the event of a fire or flood or other incident or occurrence at the Site which in Our opinion requires the Unit or any part of the Site to be closed or sealed off;

10.1.2 if We close the Site or any part of the Site for redevelopment, in which case We may require you to move the Goods from the Unit to another unit at another site which We shall try to ensure is as near as possible to the Site in the given circumstances. If we do this then:

10.2 We agree to pay Your reasonable costs of removal which have been approved in writing by us in advance of the removal.

10.3 If You do not arrange the removal of Goods to the alternative unit by the date specified in our notice, we and our agents and contractors may enter the Unit and do so. In doing so, we and our agents and contractors will act on Your behalf and the removal will be at Your risk (except for loss or damage caused wilfully or negligently by us and our agents and contractors).

10.4 If the Goods are moved to an alternative unit, this Licence will be varied by the substitution of the alternative unit number but shall otherwise continue in full force and effect and the Licence Fees at the rate set out overleaf will continue to apply to Your use of the alternative unit.

11. You must pay us the Licence Fees for the minimum period of storage (28 days) or otherwise the charge period specified in Part 1 on signature of this Licence and thereafter must pay The Licence Fees on each Due Date.

11.1 Your storage contract is linked to a minimum of 28 days and if you leave before this stay ends you will be liable for all charges to the end of the agreed minimum stay period (i.e. up to the earliest vacate date).

12. We may alter the Licence Fees at any time by giving You at least 20 days written notice and the new Fees shall take effect after this 20 day notice period. You may terminate this Licence without charge at any time before the new Fees take effect.

13. No payment will have been made until we have received clear funds.

13.1. In the event that any cheque or direct debit is dishonoured, we will charge You for any reasonable costs or losses incurred by us each time the cheque is returned or direct debit is not allowed.

13.2. If you do not pay the Licence Fees by the due date then we may charge you our reasonable costs and charges for accepting late payment.

14. All sums payable to us under the Licence will become due immediately upon termination of the Licence in accordance with Condition 16 unless you have terminated this Licence due to our negligence.

15 You must pay us the Deposit on Your signature of this Licence. We may deduct from the Deposit any reasonable amount we may in our sole discretion require to cover:-

15.1.1 any breach of Condition 8.6;

15.1.2. any of the Licence Fees which have not been paid or any unpaid removal or other charges; or

15.1.3. any other obligation to us that You have not performed.

15.2 We will return the balance of the Deposit to You (without interest) no more than 21 days after this Licence terminates.

15.3 If We deduct any monies from the Deposit You shall on request without delay make up the difference so that the Deposit balance is not reduced.

16. If any sum payable under the Licence is not paid when due, then, in addition to any other rights we may have, we will be entitled to suspend Your access rights to the Unit and the Site and install a new lock on the Unit until the outstanding amount has been received by us.

16.1. If any sum payable under the Licence is still outstanding one month after the service of written notice from us requiring You to pay all outstanding amounts in full, we may in our absolute discretion:

16.1.1. recover possession of the Unit and move Your Goods to the nearest alternative storage facility available for such purpose and charge You for all reasonable costs incurred by us in moving and storing Your Goods, together with any repeated costs if we reasonably require to move Your Goods at any time afterwards;

16.1.2. (if we still do not hear from You, having given You 14 days further notice,) sell some or all of Your Goods for the best price reasonably available (and pass good title to them) to discharge any outstanding sums due to us and to cover the costs of sale. If the proceeds of sale are insufficient to discharge Your outstanding sums due to us then You will remain responsible for the balance and we may take action to recover the outstanding amounts. We will pay to You the balance, if any, still remaining; and

16.1.3. treat any Goods not sold in accordance with Condition 16.1.2 as abandoned and destroy or otherwise dispose of them.

17. Because the nature and type of goods being stored by You from time to time is entirely within Your discretion (subject to Condition 6 and 7) You must ensure that the Unit is suitable for the storage of the goods that You store or intend to store in it. We cannot guarantee that any unit allocated to You is a suitable place or means of storage for any particular goods. We strongly advise You to inspect the Unit before storing Goods in the Unit and from time to time throughout the period of this Licence (We recommend every 2-3 months). *We will not take any responsibility for any damage caused to the goods by means that are listed in 18.1.2*

18 Please note that we do not insure the Goods whilst they are on Site.

18.1.1. that prior to bringing the Goods onto the Site You have taken out adequate insurance in respect of the Goods under a policy which covers at least Normal Perils (as set out below) with a reputable insurance company and will not cause or allow that insurance cover to lapse whilst the Goods or any of them remain on the Site and you acknowledge that you shall be responsible for all uninsured risks including Normal Perils; and

18.1.2. Normal Perils in this Condition mean loss of or damage to Goods caused by fire, lightning, explosion, earthquake, aircraft, storm, flood, container leakage, theft, riot, strike, civil commotion, malicious damage, and impact by vehicles.

18.1.3. We recommend that the insurance cover that you take out is for a sum which is at least equal to the replacement value of the Goods stored in the Unit from time to time

18.1.4. We do not give any advice concerning such insurance and it is for You to make Your own judgement (with the help of Your insurance broker) whether such insurance is appropriate to cover the Goods and risks to them.

19. Nothing in this Licence is intended to limit our liability to you for physical injury to, or the death of, any person resulting from our negligence or for fraud or wilful default or that of our agents or employees. However:

19.1. Subject to the above, to the extent that our liability to you is not limited under clauses 19.2 -19.5 below, our total financial responsibility to you however arising (including any claim that you may have under 19.2 - 19.5 below) will come to no more than 120% of the value of the Goods as set out by You in Part 1 of this Licence, even if the actual loss you suffer is more than that.

19.2. we will not be responsible for any loss or damage caused by us or our employees or agents in circumstances where there is no breach of legal duty or care owed to You by us or by any of our employees or agents, such loss or damage is not a reasonably foreseeable result of any such breach and any increase in loss or damage resulting from breach by You of any term of the Licence.

19.3. If You are using the Unit in part or in whole for commercial purposes then, subject to Condition 19 above we shall not be responsible for loss of profits (whether direct or indirect), loss of business opportunity, loss of goodwill, loss of contract nor for other economic loss (direct or indirect) arising out

of a breach of the Licence.

19.4. In certain cases we may not be able to allow You access to the Unit or Site, or carry out some of our other obligations because of something that is outside our reasonable control. This could include any natural disaster, riot, strike or lock-out, trade dispute or labour disturbance, accident, breakdown of plant or machinery, fire, flood, electrical power failure, act of terrorism or environmental or health emergency or hazard, or entry into any unit including the Unit or the Site by, or arrest or seizure or confiscation of Goods by competent authorities. If this happens then we will not be responsible for so long as the event continues for failing to allow access to Your Goods. We will try to minimise any effects arising from such circumstances, but if we have not managed to resolve the situation within 3 weeks You will be entitled to terminate the Licence without charge and to remove Your Goods at the earliest available opportunity.

19.5. You confirm that:

19.5.1. You have agreed on Part 1 of this Licence the total value of all the Goods;

19.5.2. the total value of the Goods stored in the Unit from time to time will not exceed that value unless you have agreed this in writing with us.

20. You will reimburse us for any reasonable damages, costs and expenses that we incur which arise out of either:

20.1. the use of the Unit or the Site by You or anyone of Your servants; or

20.2. You allow to access the Unit or Site; or

20.3. You will not be responsible for losses we incur which arise from our breach of this Licence (including where our breach has put You in breach of this Licence).

21. This Licence shall expire on the Licence End Date or if no Licence End Date is specified in Part 1 as described in Condition 22

22. Either You or we may terminate this Licence as follows:-

22.1. by giving at least seven days' written notice to the other and termination will take effect from that date, which shall be the Licence End Date; or

22.2. if we commit a breach of this Licence, which we do not put right within 14 days of You notifying us of it then You may immediately terminate this Licence.

22.3. If You breach this Licence and do not put that breach right within 14 days of us notifying You of it then we may immediately terminate this Licence.

23 On the Licence End Date, You must remove all goods from the Unit and leave the Unit clean and tidy and in the same condition as at the Commencement Date. If You do not do so, You shall pay our reasonable costs of cleaning the Unit or disposing of any goods or rubbish left in the Unit or on the Site. We may treat Goods remaining in the Unit after the Licence End Date as abandoned and may dispose of them in accordance with Condition 16. You will also be responsible for the removal of any rubbish you create during this Licence, We do not provide waste bins for your use. If you leave rubbish on the Site a charge will be applied to your account for the cost of its removal.

24. The Licence Fees will be apportioned on a daily basis for any period of less than the charge period. Where this Licence has terminated and You have paid more of the Licence Fees and charges than are due at the End Date, we will refund the balance to You after deduction of any payments due to us. Where any payments are still outstanding from You, You must pay us in full before we will release any monies to You.

25. If any part of this Licence is found to be void or unenforceable then that part of the Licence shall be removed, but the remainder of this Licence will continue to apply.

26. This Licence is personal to You. You may not transfer this Licence, to any other person, firm or company and a breach of this Condition is a serious breach under Condition 22.3.

27. No one other than You or Us will have any rights under this Licence.

28. Any dispute or claim that either You or we bring will be decided on the basis of the laws of England and Wales by the Courts of England and Wales alone unless You request that your local United

Kingdom jurisdiction or law should apply (in which case that other relevant United Kingdom jurisdiction and/or law shall apply).

29. Where You are two or more persons Your obligations under this Licence shall be obligations of each of You jointly and separately.

30. If You need to contact Us, please contact us at the address at the end of the Licence. We will also contact You at the address You have given in this Licence unless You let us know in writing of a different address.

31. We will not share your personal information with any third party,

32. We reserve the right at any time to modify this Licence and to change, impose new or additional Terms & Conditions on Your Licence. Such modifications and or additional Terms & Conditions will be notified to you in writing by post or email giving you 20 days notice of their effective date. Your continued use of the Storage facility will be deemed acceptance thereof. You may terminate this Licence without charge at any time before the new Terms & Conditions take effect.

33. Any Notice which is given by either You or Us:

33.1 Must be given at least seven days in writing or via email prior to vacation of the unit

33.2 If given by Us shall be addressed to You and posted or emailed to Your address / email address contained in Part 1 of this Licence and the date of service shall be deemed to be the date on the face of the actual notice.

33.3 If given by You, it must be addressed to Us and served on the address shown in this Licence or emailed to info@kitleyselfstorage.co.uk

33.4 You are to notify Us promptly of a change of Your address shown in Part 1 of this Licence.

34. Nothing in this licence shall be treated as creating any tenancy or any relationship of landlord and tenant between Us and You nor shall We be regarded as warehouse Keeper.

Please confirm your agreement to the aforementioned by signing and returning one copy to, Kitley Self Storage Ltd, Cedar Lodge, Fallapit Barton, East Allington, TQ9 7Qe

For:

Date

Signature

Name in Capitals

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