

## Terms and Conditions of a Licence to Store Goods

### Condition 1. Definitions

These general terms and conditions of storage are applicable to all Self Storage Agreements between UK Storage Company (SW) Ltd., hereinafter referred to as UK Storage Company, We, Us or Our, and parties using storage space, rooms, units, (or any other UK Storage Company product or service e.g Parking Spaces, Lockers etc.) hereinafter called 'The Customer, You or Your' The self storage agreement including these Terms and Conditions of a Licence to Store Goods is hereinafter called the Licence Agreement. All goods which are stored or placed anywhere in the UK Storage Company facility (including the Storage Unit) are referred to as The Goods.

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

**The Unit:** The storage unit specified on the front page of the Licence Agreement by the number which identifies it and its fixed location by reference to the numbering of Units on the plan of the Site, together with the land on which such Unit is located, likewise as identified by number on that plan

**The Site:** The premises on which the Unit is situated.

**Access Hours:** The hours we permit access to The Unit.

**Commencement Date:** The date specified on the Licence Agreement as the start date.

**Due Date:** The date specified and the corresponding date in each period, or the previous business day if the Due Date falls on a Bank Holiday.

**Our Fees:** The amounts specified on the Licence Agreement and/or this document, which do not include VAT, which shall also be paid by You where they are or become applicable.

**Prompt Payment:** In respect of every sum due under this Agreement, payment on the Due Date or within two working days afterwards, 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.

**Termination Date:** The date of termination of this Agreement in accordance with Condition 4.

### Condition 2: Purpose and use

So long as Our Fees are paid up to date, we license You but no other person 2.1 to use the Unit for the storage of Goods in The Unit in accordance with this Agreement from the Commencement Date until this Agreement is terminated; and

2.2 to have access to The Unit at any time during Access Hours only for the purposes of depositing, removing, substituting or inspecting The Goods and Your regular inspection of The Unit for damage or unsuitability for The Goods.

No access to The Unit will be permitted for any other purposes or outside Access Hours. We will try to provide advance warning of changes in Access Hours by notices on Site, but we reserve the right to change Access Hours to other reasonable access times at any time without giving any prior notice.

2.3 Only You, Authorised User(s) and persons accompanied by You will be allowed to have access to The Unit. You and Authorised persons agree to provide proof of identity and have Your photograph taken and held on file for security purposes only. Any such person is Your agent for whose actions You are responsible and liable to Us and to other users of units on the Site. You may withdraw any authorisation at any time. We may ask for proof of identity from You or any other person at any time (although we are not obliged by this Agreement or otherwise 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 or Your agents access at any time if we consider in our sole 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.

We may contact Your Authorised User(s) to discuss, disclose and provide access to Your account details and discuss any default of this Licence by You. You must provide Us with an Alternate Contact, who We may contact to ask for their assistance in contacting You.

You warrant that You have the right to provide to Us the personal data of Authorised User(s) and Alternate Contacts and to authorize our use of such data for the purposes of 2.3.

2.4 You are responsible for using a secure lock for The Unit and

You must ensure that The Unit is locked so as to be secure from unauthorised entry at all times when You are not in The Unit. We will not be responsible for locking any unlocked Unit. You should not leave Your key with, give Your access code to, or permit access to Your Unit to any person other than Your own agent who is responsible to You and subject to Your control and if You do so, You do so at Your own risk, whether or not any such person is our employee or agent. We do not accept any liability for any person including our employee or agent holding Your key, having knowledge of Your access code, and having access to Your Unit and any such person acts as Your agent only. Removal of a customer lock will incur a minimum charge of £60, plus any labour, replacement lock and damage to the storage unit door.

2.5 You accept that all indications of Storage Unit sizes are estimates and an average of a larger number of Storage Units. Any deviation between the actual size of a Storage Unit and the indicated size in the Agreement gives neither party any right or an entitlement to a price adjustment.

2.6 You will permit Us and our agents and contractors to enter The Unit and if necessary we may break the lock to gain entry 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.

- At any time without notifying You. If we reasonably believe that The Unit contains any items described in Condition 2.11 or is being used in breach of Condition 2.10 or such entry is affected incidental to the exercise of our powers pursuant to Condition 4.1.
- If we are required to do so by the Police, Fire Services, Local Authority or by a Court Order;
- for any purpose including that in Condition 2.6, if we believe it is necessary in an emergency;
- to obtain access in accordance with Conditions 2.13 or 5;

- To prevent injury or damage to persons or property or;
- For the purpose of ascertaining whether The Unit contains any items described in Condition 2.11 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.

2.7 You warrant that throughout this Agreement, 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 Agreement and that You act as a duly authorised agent of any such person. You indemnify us against any loss or damage suffered by us for breach of this warranty including any loss, damage or expenses incurred by us (including any reasonably incurred legal fees) arising from any step or action taken by any person who owns or has an interest in The Goods.

2.8 Because the nature and type of goods being stored by You from time to time is entirely within Your discretion (subject to Conditions 2.10 and 2.11) You must ensure that The Unit is suitable for the storage of The Goods that You store or intend to store in it. We do not warrant or represent 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 Agreement.

2.9 We reserve the right to refuse to permit You to store any Goods or require You to collect any Goods from The Unit if in our 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.

2.10 You must not (and You must not allow any other person to):

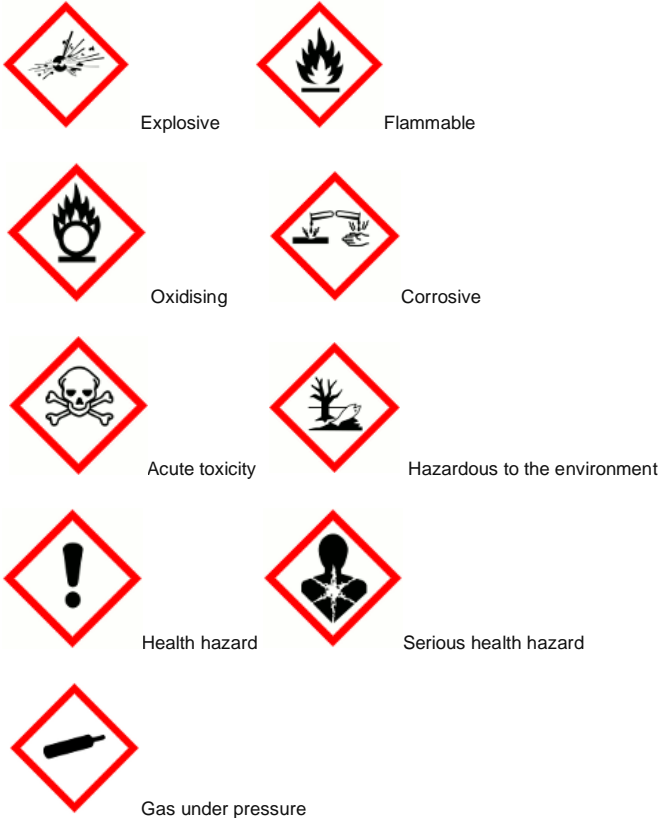
- use The Unit or do anything on the Site or in The Unit which may be a nuisance to Us or the users of any other unit or any person on The Site;
- do anything on The Site or in The Unit which may invalidate any of our insurance policies or those of other unit users or increase the premiums payable on them;
- use The Unit as offices or living accommodation or workplace;
- spray paint or do any mechanical work of any kind in The Unit;
- attach anything to the internal or external surfaces of The Unit or make any alteration to The Unit; without written permission from Us;
- 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;
- 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 costs of making necessary repairs, restoration or replacement or make proper compensation;
- leave anything in or cause any obstruction or undue hindrance in 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;
- connect or provide any utilities or services to The Unit unless authorised in advance in writing by Us. Any authorised electrical appliances must always be switched off during absence;
- engage in any commercial activity;
- Use The Unit as a registered office or seat of a company; or
- Use The Unit for any illegal, criminal, tax evasion or immoral activities.

2.11 You are strictly forbidden from storing the following goods in the Storage Unit (this list is not exhaustive):

- Jewels, fur, art objects, collection pieces;
- cash money, securities, stocks or shares;
- any item which emits any fumes, smell or odour;
- birds, fish, animals or any other living creatures;
- refuse and other waste materials (including animal and toxic/hazardous waste materials);
- food and other perishable goods (subject to decay) unless securely packed so that they are protected and do not attract vermin or cause any other form of nuisance;
- firearms, explosives, weapons or ammunition;
- any illegal substances such as drugs, illegal items or goods illegally obtained such as smuggled or stolen goods, etc.;
- chemicals, radioactive materials, biological agents;
- asbestos and/or processed asbestos;
- fertilizer;
- gas bottles or any other compressed gases and/or batteries;
- fireworks;
- car and/or motorcycle wrecks ; the storage of (vintage) cars and/or motorcycles that are not wrecks is allowed, but are bound by a separate set of Terms and Conditions; the cars furthermore need a separate fully adequate insurance cover to be maintained by the Customer at all times, since cars and motorcycles are not covered under the customer goods insurance
- combustible or flammable materials or liquids including diesel and petrol (with the exception of the minimum allowed as mentioned above for cars and motorcycles);
- any other toxic, flammable or hazardous substances or preparations that are classified as such under any applicable law or local regulations such as:
  - explosive substances and preparations such as spray cans including air fresheners, hair lacquer, car paint, varnish and car windscreen defroster; sprays and (liquid) gases such as LPG, hydrogen, acetylene, propane gas and butane;
  - oxidising substances and preparations such as hydrogen and other peroxides, chlorates, strong saltpetre and perchloric acids;
  - (highly) flammable substances and preparations such as petroleum, benzene, burning alcohol or methyl alcohol, turpentine, white spirit, acetone, paint, windscreen defroster, air-freshener, close-contact adhesive and neoprene adhesive;
  - (highly) toxic substances and preparations such as methyl alcohol, stain removers, pesticides;
  - harmful substances and preparations such as cleaning products, paint thinners, wood preservation products, paint removers;

- o caustic substances and preparations such as unblocking agents for pipes, decalcifying products, caustic soda, strong acids, caustic products such as oven and toilet cleaners;
- o irritants and preparations;
- o sensitizing substances and preparations;
- o carcinogenic substances and preparations;
- o mutagenic substances and preparations;
- o substances and preparations that are dangerous to the environment such as CFCs, PCBs and PCTs;
- o pesticides and heavy metals such as mercury in thermometers, cadmium and zinc from batteries, lead and copper; and
- o pesticides and herbicides.

Most toxic, flammable or hazardous substances can be recognised by the symbols below. You are bound to inspect The Goods and remove any article containing the warnings below, prior to entering them into The Unit.



If the customer acts in violation of clause 2.10, the Customer shall indemnify UK Storage Company for any damage that You or We may suffer as a result, and the Customer may be subject to criminal prosecution. Please note that UK Storage Company will not inspect or verify The Goods and their compliance with the terms of this Agreement.

In the event that the Customer is suspected of being in violation of this Agreement, in particular clause 2.10. We have the right, but not the obligation, to notify the relevant authorities and allow these to access The Unit for verification purposes, at the expense of the customer. We may, but are not obliged, to notify the customer thereof.

2.12 You must (and You shall procure that Your agents must):

- 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;
- inform Us immediately of any damage or defect to The Unit, or any other emergency situation that presents a problem to You, Your agents or other customers on site; and
- 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.

2.13 Phone calls to UK Storage Company during business hours should be directed to the phone number listed on all documentation and correspondence from UK Storage Company.

2.14 Phone calls to UK Storage Company outside of business hours should be to the emergency contact number sent to You by text and displayed to You online upon completion of Your licence agreement and initial payment. This number is also found inside the gates on site and immediately inside the entrance doors to the building. An emergency call-out charge of £37.50 for any out-of-hours calls to the emergency number that are not **emergency or urgent in nature** will be applied. Customers without out of hours access who phone the emergency number wanting to access their unit out of hours will be charged the emergency call-out fee of £37.50.

2.15 This Agreement shall not confer on You any right to exclusive possession of The Unit. We may at any time by giving You seven (7) 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. We agree to pay Your reasonable costs of removal which have been approved in writing by us in advance of the removal. 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 as Your agent and the removal will be at Your risk (except for loss or damage caused wilfully or negligently by Us and Our agents and

contractors, subject to the aggregate limit of Our liability contained in Condition 6. If The Goods are moved to an alternative unit, this Agreement will be varied by the substitution of the alternative unit number but shall otherwise continue in full force and effect and Our Fees at the rate set out on the Licence Agreement will continue to apply to Your use of the alternative unit.

### Condition 3. External Storage Units

#### 3.1 ANTI-CONDENSATION ROOF:

Please note, in the case of External Storage Units only (Bristol, Plymouth, Chard, Gloucester, Redruth and Taunton) Your storage unit has an anti-condensation roof. The roof membrane is designed to absorb any moisture in the atmosphere allowing it to disperse and dry with the airflow of The Unit. Therefore, **You must leave a 3" gap between Your goods and the roof** so that this system can work effectively. If Your Goods are in contact with the ceiling and suffer damage as a result, UK Storage Company is not responsible for replacing The Goods.

### Condition 4. Term of the Storage Agreement

This Agreement shall expire on the Termination Date or as described in this clause.

4.1 Either You or We may terminate this Agreement:

by **giving not less than fourteen (14) days' written notice** to the other ending on any Due Date and termination will take effect from that Due Date, which shall be the Termination Date. **Giving less than fourteen days' notice will incur a Fee of up to fourteen days' storage;** or immediately by giving written notice to the other if it commits a serious breach of any term of this Agreement and (in the case of a breach capable of being remedied) shall have failed within 15 days after service of a notice to do so, to remedy the breach. Serious breach includes a failure by You to pay all Our Fees and other charges due to Us under this Agreement. The Termination Date shall be the date the notice is effectively served on You in accordance with Condition 9.

4.2 Immediately on the Termination Date, You must remove The Goods from The Unit and leave The Unit clean and tidy and in the same condition as at the Commencement Date. A standard cleaning charge of £5.75 is payable upon move-out. If You do not leave The Unit clean and tidy, You shall pay any additional costs over and above the standard cleaning charge for cleaning and maintenance of The Unit or disposing of any goods or rubbish left in The Unit or on The Site. In default of Prompt Payment of Our Fees and any payments due to Us under this Agreement, we are relieved of any duty howsoever arising in respect of The Goods and they are held solely at Your risk. We may treat The Goods remaining in The Unit after the Termination Date as abandoned and may dispose of them in accordance with Condition 5.13.

4.3 Where this Agreement has terminated, and You have paid more of Our Fees and charges than are due at the Termination Date, we will refund the balance to You after deduction of any payments due to Us as if the balance were a Deposit under Condition 5.6. No interest will accrue on any money held by Us for You. Insurance, Access Fees and the fee for payment by any method other than Direct Debit are not refundable. Where any payments are still outstanding from You, You must pay Us in full including any outstanding interest before we will release The Goods to You.

4.4 UK Storage Company will make all reasonable efforts to contact You, however, unclaimed refunds will be forfeited after a three calendar month period following the Move Out Date.

4.5 You agree to examine The Goods carefully upon removing them from The Unit and must tell Us about any loss or damage to The Goods as soon as is reasonably possible after doing so **before** removing The Goods from The Site. If You discover damage outside of business hours, You must phone the out-of-hours number to report this and leave all damaged items in The Unit for inspection.

### Condition 5. Storage Fees and Late Payment

5.1 You must pay Us Our Fees for a minimum of a four-week period of storage on signature of this Agreement and thereafter must pay Our Fees on the Due Date. Our Fees for a period of storage fourteen (14) days or less are fourteen (14) days' Fees.

5.2 Upon signing the Agreement, the Customer must:

- Pay the first invoice comprising all storage charges and costs relating to the first period of storage; and
- Purchase a unique cylinder lock, unless the customer has previously purchased and retained a unique cylinder lock from UK Storage Company.

5.3 If You do not pay Our Fees on the Due Date:

- You must pay Us an administrative charge for each late payment which is the larger of 10 percent of Our Fees or £10.
- We may (in Our sole discretion) immediately without notice to You, withdraw any further discounts, deductions or other rebates on the Licence Fee agreed to be granted by Us to You.

5.4 Personal cheques are not accepted. On each occasion any Company cheque is dishonoured, or a Direct Debit is returned UNPAID, at our option, You must pay Us an administrative charge of £5. At the Company's discretion, an administrative charge of £5 per billing cycle will be incurred for all customers who choose not to pay by Direct Debit.

5.5 Additionally, You must pay Us interest on all amounts overdue for payment from You at the rate of 5% above the base rate of Royal Bank of Scotland, calculated from the date when payment becomes due up to and including the date of actual payment including all accrued interest, whether before or after judgment, and whether or not we exercise the right of sale under this Agreement.

5.6 You must pay Us the Deposit, if so required, on Your signature of this Agreement. The Deposit will be returned to You (without interest) after this Agreement terminates less any amount we may in our sole discretion deduct to cover:

- any breach of Condition 2.10;
  - any of Our Fees which have not been paid or any unpaid removal or other charges; or
  - any other obligation to Us that You have not performed.
- UK Storage Company (SW) Ltd will make all reasonable efforts to contact You, however, unclaimed Reservation Deposits or credits on an account will be forfeited after a three calendar month period following the Reservation Cancellation or credit note.

5.7 The Prompt Payment of each and every sum (including interest) whether invoiced or not, owing from You to us from time to time under this Agreement or any other agreement between You and us (in this Condition, called 'Your Debt') is of the essence of this Agreement.

5.8 The terms of this Condition are additional to and without prejudice to all or any rights we may have at common law or otherwise.

5.9 In default of Prompt Payment of Your Debt, We are relieved of any duty whatsoever arising in respect of The Goods; and The Goods are held solely at Your risk and we shall be able to immediately exercise the lien described below.

5.10 We have a lien over The Goods for Your Debt. Until payment of Your Debt in full has been received by Us by credit or debit card, or a direct bank transfer, and after this lien becomes exercisable by Us, the following Conditions shall apply.

5.11 You shall pay Us fees and charges at the same rates as under this Agreement and if this Agreement has been terminated, the relevant rate at which such fees and charges will be payable by You will be the rate which was payable immediately prior to termination; and

5.12 In default of Prompt Payment of Your Debt, You authorise Us:

- to refuse You and Your agents' access to The Goods, the Unit and the Site;
- to enter the Unit and inspect and remove The Goods to another unit or Site; and

- to hold onto and/or ultimately dispose of some or all of The Goods.

5.13 In the event that Your Debt is not paid promptly or You fail to collect The Goods after we have required You to collect them or upon expiry or termination of this Agreement, we may, subject to Condition 5.15, sell The Goods and pass all ownership to them and use the proceeds to the sale to pay first the costs incurred by Us in the sale and removal, and secondly in paying Your Debt and to hold any balance for You. Interest will not accrue on the balance.

5.14 If the proceeds of sale are insufficient to discharge all or any part of the costs of sale incurred by Us and Your Debt, You must pay any balance outstanding to Us within seven days of a written demand from Us which will set out the balance remaining due to Us after the net proceeds of sale have been credited to You. Interest will continue to accrue on Your Debt until payment has been made.

5.15 Before we sell The Goods, we will give You notice in writing by registered or recorded delivery post at Your address as stated on the Licence Agreement or any address in England and Wales notified by You to Us in writing prior to our notice and/or electronically to the email address given to Us by You, specifying any particulars that we have of The Goods, the amount of Your Debt at the date of the notice (and, in our sole discretion, specifying any amount by which Your Debt is increasing after the date of that notice) and directing You to pay and that in default of payment within four weeks after the date of the notice, we will sell The Goods. We do not agree to give You any further notice of any intended sale of The Goods. An Auction Notice will incur a minimum £10 administrative fee.

5.16 We will sell The Goods by the best method(s) reasonably available to achieve the best selling price reasonably obtainable in the open market, taking into account the costs of sale.

5.17 If The Goods cannot reasonably and economically be sold (for any reason whatsoever), or they remain unsold despite our efforts, You authorise Us to treat them as abandoned by You and to destroy or otherwise dispose of them at Your cost.

5.18 UK Storage Company will retain any items or materials found within the unit that contain personal information or data. These items will not be sold under any circumstances. All reasonable effort will be made to return the items to The Customer. In the event that The Customer cannot be reached, any item containing personal data will be securely destroyed and a certificate of destruction retained by Us.

5.19 In the event that You do not pay any Fees or charges, The Goods are left in the Unit at Your sole risk. We exclude any liability in respect of The Goods when payment of Our Fees or charges is overdue and exclude any duty of care whatsoever arising.

5.20 Our Fees (excluding any applicable taxes) will remain unchanged for the first six months of this Agreement. After that period, We reserve the right to periodically review the charges and fees. Reviewed charges and fees are applicable 30 days after written notice is provided by Us.

## Condition 6. Insurance

6.1 We do not insure The Goods whilst they are on Site, although note that We can arrange insurance cover for You.

6.2 You warrant to Us as follows: That prior to bringing The Goods onto the Site You have insured The Goods against all Normal Perils (as set out below) under a valid contract of insurance either through UK Storage Company or a reputable insurance company for their full replacement value and will not cause or allow that insurance cover to lapse whilst The Goods remain on the Site. You acknowledge that You shall be responsible for all uninsured risks; and that Normal Perils in this Condition mean loss of or damage to Goods caused by fire, lightning, explosion, earthquake, aircraft, storm, flood, bursting &/or leaking pipes, ingress of water or other liquid substance, theft accompanied by forcible and violent entry or exit, riot, strike, civil commotion, malicious damage, and impact by vehicles or rolling railway stock. You also warrant that the insurance cover will not be for a sum which is lower than the replacement value of The Goods stored in the Unit from time to time.

6.3 In such case insurance is not arranged by Us, You agree to obtain insurance through a reputable insurance company. Such insurance must include a clause for the benefit of UK Storage Company under which all rights of recourse towards UK Storage Company, UK Storage Company's insurers and co-contractors are waived by Your insurer. As long as such certificate has not been delivered, You must subscribe to the insurance policy offered by Us.

6.4 You will always hold UK Storage Company, UK Storage Company's insurers and co-contractors harmless and indemnified from any claims by the customer's insurers for recourse against UK Storage Company.

6.5 The storage of The Goods in the storage unit is and remains always at the sole risk of the Customer. UK Storage Company shall not be liable for any damage to The Goods whatsoever, nor shall UK Storage Company be liable for any property damage or for any economic loss of the Customer.

6.6 Any such insurance cover that You take out must provide protection that is equal to or better than the cover offered by the policy arranged by Us.

6.7 We do not give any advice concerning such insurance, and it is for You to make Your own judgement whether such insurance is appropriate to cover The Goods and risks to them.

6.8 If We have told You that You are required to hold public liability insurance, You will provide Us with evidence of Your public liability insurance and a copy of the policy upon Our request. You will not allow any such insurance cover We require You to hold to lapse through the Licence Agreement. Inspection by Us of any insurance documents provided by You to demonstrate cover does not mean that We have approved the cover of confirmed it is sufficient.

6.9 You will be liable for and You will compensate Us for the full amount of all claims, demands, liabilities, damages, costs and expenses incurred by Us or by any of Our employees, agents or other Site users or licensees or persons at the Site which arise out of:

- The use of the Room or the Site by You or any of Your employees, agents or invitees (including relating to the ownership or storage of Goods in The Unit);
- Your breach of this Licence or a breach by any of Your agents;
- Any dispute as to the ownership of the Room or as to the person who is entitled by law to have possession of the Room; and/or
- Our enforcement of any of the Conditions of this Licence.

6.10 We exclude all liability in respect of loss or damage relating to Your business, if any, including consequential loss, lost profits or business interruption, and all liability in respect of loss or damage to The Goods caused by Normal Perils, including as a result of negligence by Us, our agents and/or employees above the sum of £50 which we consider to be the normal excess on a standard household insurance policy whether or not that policy would cover The Goods.

6.11 We do not exclude liability for physical injury to or the death of any person and which is a direct result of our negligence of wilful default or that of our agents and/or employees.

6.12 You will indemnify Us against all claims, demands, liabilities, damages, costs and expenses incurred by Us or by any of our servants, agents or other unit users or persons on the Site which arise out of the use of The Unit or the Site by You or any of Your servants, agents or invitees or arise out of the breach of this Agreement by You.

6.13 In the event of circumstances which are outside our reasonable control and their consequences, we do not agree and are not obliged by this Agreement to maintain the safety or security of The Goods, The Unit or the Site in order to keep The Goods free from damage or loss.

Neither You nor We shall have any liability under or be deemed to be in breach of this Agreement for any delay or failure in performance of this Agreement that results from circumstances beyond the reasonable control of that party. Such circumstances include 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 entry into any unit including The Unit or the Site by, or arrest or seizure or confiscation of Goods by competent authorities

6.14 UK Storage Company do not insure motorbikes. If you are storing a motorbike at a location where motorbike storage is permitted by Us, you must ensure that the motorbike has adequate insurance cover. UK Storage Company are not liable for any damage or loss to a motorbike. We do not allow any motorbike to be stored at Weston super Mare, Bristol West or Bedminster, Bristol.

## Condition 7. Safety Notices

7.1 Entering and leaving the storage facility

Customers are provided with a personal access code to The Site, which must be used every time The Customer wants to access The Unit. We do not permit the following of another customer / vehicle inside or outside The Site without having entered the access code. The Customer needs to ensure that the doors and/or the gates are closed after entering or leaving. An access code is strictly personal and may under no circumstances be used by third parties, unless authorised by You. Should a Customer forget the personal access code, a new code can be obtained from UK Storage Company, or a reminder of the original code. UK Storage Company is not responsible for any temporary technical failure, adverse weather, hindrance, etc. preventing the Customer from entering and leaving of The Unit and the use of a lift.

7.2 Customer access to The Unit

Each storage unit is secured with a purpose built locking system allowing insertion of a personal cylinder lock. UK Storage Company do not have keys to access The Unit. You are solely responsible for the correct locking of The Unit using the personal cylinder lock or padlock. Fitting a second lock is not allowed.

7.3 Emergency / Fire Procedure

Each Customer is responsible for familiarising themselves with the Emergency, Safety and Fire and Escape routes and procedures. Emergency exits are situated throughout the building and are clearly marked. A Customer may never block such emergency exits with Goods and must leave them clear at all times. The Customer may only use the emergency exits in the event of situations needing emergency evacuation such as fire or power loss. In the event of abuse, UK Storage Company will recover from the abusing Customer all costs involved.

7.4 If the facility has a passenger lift: In the event of an emergency or a fault while inside the lift, please press the alarm bell located within the lift, where a specialised team will be available to assist You 24/7. Passenger of customer lifts are not to be used during an emergency, or while the fire alarm is sounding.

7.5 Inside the Storage Facility

The speed limit for motorised vehicles is at all times the lower of (a) a safe speed or (b) 15 km/h or 10 mph. Parking is only allowed in the designated areas. Road traffic regulations are applicable inside the storage facility. Smoking is strictly prohibited anywhere on The Site. The use of a trolley, the lift or any other such equipment shall always be at the sole risk of the customer. The customer needs to ensure that none of these are operated by children. Children may not be left unattended anywhere in the storage facility. The Customer may not store Goods to the effect that the maximum load capacity of the floor is exceeded. The Customer is responsible to ascertain compliance herewith and needs to discuss the maximum load capacity with Our staff.

Goods in The Unit must always be stacked in a safe way, without exercising pressure on the walls. We are not responsible for and decline any liability for injury or damage caused by or to The Goods. We shall be under no obligation to receive Goods for a Customer.

#### **Condition 8. General Terms**

8.1 Any delay by Us in exercising any of our rights under this Agreement will not affect our rights or be a waiver of those rights, nor will any partial exercise of any right exclude a further exercise of that right.

8.2 Every provision in this Agreement is severable and distinct from every other provision and if at any time one or more of such provisions is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not be affected in any way.

8.3 Any of the terms and conditions of this Agreement can be varied at any time, provided that such variation is in writing and signed by one of our Directors. None of our other employees or agents has any authority to vary this Agreement on our behalf whether orally or in writing or to make any representation of fact that is or may be inconsistent with the terms of this Agreement.

8.4 You may not assign any of Your rights under this Agreement or part with possession of the Unit or Goods whilst they are on the Site to any other person, firm or company and a breach of this Condition is a serious breach under Condition 4.2.

8.5 You agree that it is not the intent of this Agreement to confer any rights on any third parties by virtue of this Agreement and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

8.6 This Agreement shall be governed by English law and You and We submit to the exclusive jurisdiction of the English courts.

8.7 This Agreement shall not create a lease or a tenancy but shall give You exclusive occupation of the Unit (including the land forming part of the Unit as defined in Condition 1) until the Termination Date, for the purposes specified in this Agreement (and for no other purposes) and strictly subject to all the terms and conditions contained in this Agreement.

8.8 Where You are two or more persons, Your obligations under this Agreement shall be obligations of each of You separately.

8.9 UK Storage Company (SW) Ltd. is regulated by the Financial Ombudsman Services and endeavours to resolve any complaint in a fair, rapid and consistent manner. Our internal complaints handling procedure is available to all customers at any time and will be provided automatically when acknowledging any complaint that could not be resolved by the end of the next business day. If we are unable to resolve Your complaint within eight weeks, You may have the right to refer to the FOS. Full details of the FOS complaints referral leaflet will be provided to You, should any matter reach this point. If the dispute is not resolved to mutual satisfaction after the Ombudsman's ruling, You or we may submit the dispute to Court. This Condition does not affect the right of either You or Us to terminate this Agreement.

8.10 Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013: This section applies only if You are a private individual and Your initial instructions were received by Us other than in a face-to-face meeting – i.e. by phone, online, email, etc. Since Your instructions to Us have not been given at a face-to-face meeting, You have the right to cancel those instructions without any cost to You. Cancellation can be made by posting a letter or email to Us. However, You may not cancel the instructions once You have occupied the storage unit. The storage unit will not be occupied until Your signed Licence Agreement has been returned to Us and payment received in full for the initial four week storage period. The Licence Agreement may only be terminated in accordance with Condition 4 of this document.

8.11 The Customer understands and accepts these general terms and conditions of storage and You accept that these terms are available to You in print, and in an online manner. UK Storage Company has the right to modify these terms and conditions of storage (The Customer will be informed on any changes before implementation via email or via the UK Storage Company website). Modified terms and conditions are applicable 30 days after notice is received from Us or posted on Our website. The customer is considered to be in agreement with any such changes if The Customer has not informed Us in writing within the stated 30 days period. In the event of a proposed change to the general terms and conditions, The Customer is entitled to end the Agreement as of the commencement date of the amended terms and conditions (taking into account Our notice period).

#### **Condition 9. Notices and change of details**

9.1 Any notice given under this Agreement must be in writing or by electronic communication. Written notice may be served by personal delivery to the person notified or its address or by pre-paid post. Your address for service of notices shall be Your address written on the Licence Agreement, or any other address in England which You have previously notified to Us in writing. Any notice to You will also be sent to any owner (whether sole, joint or co-owners), the name and address of whom we have been previously notified by You. Any notice to Us must be sent to Our email address or to Our Head Office postal address. A notice will be served at the time of personal delivery or forty-eight hours after it has been placed in the post.

9.2 You will inform Us promptly and in writing of any changes to Your billing details, authorised persons, insurance details, contact information or any other details stated within the Licence Agreement.

#### **Condition 10. Privacy**

Your personal data are processed by UK Storage Company as the data controller under the applicable data protection laws, and in accordance with the General Data Protection Regulation, 2018.

10.1 Your data is used for the purposes of this Agreement, processing payments, communicating with You, maintaining Your account, and identity and address verification, as required by our Agreement terms.

10.2 Processing Your data is necessary to carry out the contract into which You have entered. This is the lawful basis on which we process Your data.

9.3 UK Storage Company does not share Your data with any third parties that are not essential to fulfilling our obligation to You. However, certain circumstances may dictate that we do so:

- If required or permitted by law (including Police, Customs and Excise or Counter Terrorism);
  - If You make an insurance claim, we will pass Your details on to our insurer. Your information may be put onto a register of claims and shared with other insurers to prevent fraudulent claims.
  - As part of any restructuring, merger or transfer of all or any part of our business;
  - In our sole discretion, to protect the safety of any person on site, or if we consider the security of any rooms or contents are at risk.
- 9.4 You have the right to request a copy of the information we hold about You. Please write to The Data Protection Officer at the address on our Privacy Policy. The UK Storage Company Privacy Policy is available online or in print, if requested. There will be no charge for reasonable requests.
- 9.5 We have in place measures to prevent unauthorized and unlawful processing of personal data and to prevent accidental loss or destruction or damage to personal data.