

# **TAVISTOCK SELF STORAGE TERMS AND CONDITIONS.**

## Definition and Interpretation:-

1. In these terms and conditions the following words shall have the following meaning:

- a.) "Access Hours" means the hours of 8am to 5pm Monday to Friday and 9am to 1pm Saturday. Any other time access is by prior agreement only. These hours may be changed if notified by the company in writing from time to time.
- b.) "Business Customer" means a customer who is not a domestic customer.
- c.) "Commencement Date" means the commencement date specified in the Container Rental Agreement.
- d.) "Container Rental Agreement" means the document so entitled and signed by both YOU and US.
- e.) "Container" means the storage container specified in the Container Rental Agreement or any alternative storage container WE may specify in accordance with clause 24.
- f.) "Deposit" means the deposit amount specified in the Container Rental Agreement.
- g.) "Domestic Customer" means a customer who is a person who is acting for purposes which are outside his/her trade or profession.
- h.) "Due Date" means the date on which the FEE is payable as specified in the Container Rental Agreement.
- i.) "Fee" means the fee specified as amount payable in the Container Rental Agreement.
- j.) "Initial Fee" means the initial fee as deposit specified in the Container Rental Agreement.
- k.) "Normal Perils" means the loss of nor damage to goods caused by fire, explosion, lightning, earthquake, storm, flood, aircraft, leaking or burst pipe, theft, riot, strike, malicious damage and impact by vehicles.
- l.) "Site" means the land on which the Container is situated.
- m.) "Goods" means anything YOU store in the Container at any time during the Agreement.
- n.) "this Agreement" means the agreement as agreed between YOU and US on the terms set out in the Container Rental Agreement and in these terms and conditions:
- o.) "WE/US/OUR" refers to Tavistock Self Storage Ltd, which is a limited company incorporated in England and Wales. The company number is 10365445 and the registered office is Tavistock Woodland Sawmill, Gulworthy, Tavistock PL19 8JE.
- p.) "YOU/YOUR" refers to the other party to the contract created by the Container Rental Agreement and all the terms and conditions set out therein. Where "YOU" are two or more persons, such persons shall all be jointly and severally liable under this agreement.

## USE OF THE CONTAINER.

2. We grant YOU a contractual agreement to use the container for the storage of GOODS from the COMMENCEMENT DATE until the end of this agreement.
3. The agreement granted to YOU shall not confer on YOU any right to exclusive possession of the container or the site, any tenancy or other proprietary right in or over the CONTAINER or SITE other than as in the CONTRACTUAL AGREEMENT.
4. YOU must not nor allow any other person (s) to store any of the following in the CONTAINER or anywhere else on the SITE (unless WE have consented in writing for you to do so.)
  - a.) Any food or perishable goods unless securely packed and protected from or likely to attract vermin.
  - b.) Birds, fish, animals or any living creature.
  - c.) Combustible or flammable materials or liquids such as gas, paint, petrol, oil, cleaning solvents or drugs.
  - d.) Firearms, explosives, weapons or ammunition.
  - e.) Chemicals, radioactive materials, biological agents.
  - f.) Asbestos, any toxic waste or materials of a potentially dangerous nature.
  - g.) Any item which emits any fumes, smell or odour.
  - h.) Any illegal substances, illegal items or goods illegally obtained.
  - i.) Any compressed gases.
  - j.) Any building waste, rubble, timber, blocks or waste materials
  - k.) Tyres or vehicle scrap including but not limited to waste oils/fluids.
5. WE retain the right to refuse YOU permission to store any GOODS and/or require YOU to collect any GOODS from the CONTAINER and/or the site if in our reasonable opinion the safety of any person on the SITE, or the security of the CONTAINER or its contents or any other CONTAINER/contents may be put at risk by the storage or continued storage of such GOODS.
6. YOU must not, nor allow any other person(s) to:
  - a.) leave any GOODS or any other personal belongings unattended anywhere on the SITE. WE reserve the right to remove such GOODS or belongings and dispose of them as we see fit and to charge YOU for such removal/disposal.
  - b.) use the CONTAINER or do anything in the container or on the SITE which may cause a nuisance to US or others on the SITE or any neighbours.
  - c.) use the CONTAINER as an office, workshop, living accommodation or home.
  - d.) spray paint or any mechanical work of any kind in the CONTAINER.
  - e.) attach anything to the internal or external surfaces of the CONTAINER nor make any alterations of any kind.

f.) allow any substance, liquid, or smell to escape from the CONTAINER, nor any vibration to be felt or noise audible to others.

g.) cause any damage to any CONTAINER on SITE or any property belonging to other SITE users or US.

h.) leave anything to obstruct or block access to the SITE or other CONTAINERS.

i.) connect or provide any utilities/services to the CONTAINER unless authorised in writing by US in advance.

7. YOU must and YOU will ensure that anyone authorised by YOU must:

a.) Use reasonable care at all times when on SITE or in the CONTAINER not to cause any damage to the CONTAINER nor other CONTAINERS, the SITE or any property belonging to US or other persons on the SITE.

b.) Inform US of any damage or defect to the CONTAINER as soon as you are aware of such.

c.) Comply with any directions given by US or our employees at the SITE regarding the use of the CONTAINER or the SITE.

d.) From time to time air the CONTAINER. Condensation may occur resulting from many factors such as filling on a rainy day or with wet GOODS. It is your responsibility to manage this.

GOODS.

8. YOU confirm that the GOODS are your own property or that the owner has given you authority to store the GOODS in the CONTAINER on the terms of this agreement.

9. YOU agree to reimburse US on a full indemnity basis for any damages, compensation, costs both legal and otherwise which we may incur or be ordered to pay as a result of any breach of clauses 4, 6, 7 and 8. SECURING THE CONTAINER.

10. YOU are solely responsible for securing the CONTAINER to prevent any unauthorised access: a.) The padlock and key(s) supplied to YOU must be used, no unauthorised padlocks are to be used. b.) Loss or damage to the supplied padlock will incur a FEE of £50. c.) Loss or damage to any keys supplied will incur a FEE of £10 per key. ACCESS TO THE CONTAINER BY YOU.

11. WE grant YOU a contractual agreement to have access to the CONTAINER at any time during the ACCESS HOURS specified for the purposes of depositing, removing, exchanging or inspecting the GOODS or airing the CONTAINER.

12. Anyone other than YOU (an employee or other person) must report to the office on arrival at the SITE. 13. WE may ask for proof of identity from YOU or any other person at any time.

14. WE reserve the right to refuse access to any person (including YOU) at any time who is unable to provide US with satisfactory proof of identity.

15. WE reserve the right to refuse access to any person (including YOU) at any time if in our opinion to allow access may put the safety or security of any person or CONTAINER, contents or SITE at risk.

16. All vehicles must travel at a maximum speed of 5 miles per hour at all times when on SITE.

17. WE reserve the right to remove from the SITE any persons found acting in breach of clause 12 and 16

18. No children under the age of 16 allowed on Site.

+ ) All fees, timeframe and location of any items stored externally i.e cars, trailers or skips etc must be agreed with management prior to storage.

#### ACCESS TO THE CONTAINER BY US.

19. YOU will allow US to access the CONTAINER if WE give YOU not less than seven days notice of OUR intention to access the CONTAINER for the purpose of inspecting it or carrying out any repairs or maintenance/alterations as we see fit to the CONTAINER or others or any part of the SITE.

20. WE will have the right to access the CONTAINER without giving YOU any notice of OUR intention to do so and if necessary break any locks or mechanism to gain access if:

a.) WE believe it is a necessary emergency.

b.) WE believe it is necessary to prevent injury or damage to persons or property.

c.) WE are required to do so by the Police, Fire Services, Local Authority, Customs, Trading Standards or a Court Order.

#### SUBSTITUTE CONTAINER.

21. WE may at any time by giving YOU at least seven days written notice require YOU to remove the GOODS from the CONTAINER to another CONTAINER on the SITE as specified by US which shall not be smaller than the current CONTAINER.

21. If WE give YOU notice pursuant to clause 21 above then:

a.) WE agree to pay YOUR reasonable costs of removal which have been approved by US in advance of the removal.

b.) If YOU do not arrange/carry out the removal of GOODS to the alternative CONTAINER by the date specified in OUR notice, WE or our agents may enter the CONTAINER for the purposes of removing the GOODS. In doing so WE or our agents shall act as removal agents for YOU and carry out the removal at YOUR risk.

c.) If the GOODS are moved to an alternative CONTAINER this agreement will be varied by the substitution of the alternative CONTAINER number only, and otherwise remain in full force and effect.

#### FEES.

22. YOU agree to pay US in cleared funds the INITIAL FEE (deposit) upon signature of this AGREEMENT.

23. YOU agree to pay US in cleared funds the MONTHLY FEE on the due date without any deductions or set-off of any kind.

24. WE may alter the FEE at any time by giving YOU at least 20days written notice.

25. If WE give YOU a notice pursuant of clause 24 above, the new FEE shall take effect after this 20 day notice period.

26. If WE give YOU a notice pursuant to clause 24 above, YOU may terminate this AGREEMENT without charge with immediate effect at any time during the 20 day notice period by giving US notice in writing. In such case this AGREEMENT shall terminate on the day such notice is given and any FEE shall be calculated PRO RATA accordingly

27. If YOU fail to pay the FEE by the due date and we decide to accept late payment from YOU, YOU will pay US a FEE of £10.00 as compensation for the administration expenses we will be forced to incur.

28. If any cheque or direct debit payment is dishonoured YOU will pay US a fee of £35.00 as compensation for the administration expenses that we will be forced to incur.

28.1 In the event of early termination, the rate payable will be based on the time actually used

29 Late Payment will incur a fine of £10 per week that it is late

+) If externally stored items are not removed from the site when the rental period has expired and not been extended/paid for there an automatic penalty will be incurred. The minimum penalty charge per item is £5/day but can be higher.

#### SUSPENSION AND POWER TO SELL GOODS.

29. If any sum payable under the terms of this agreement is not paid when due then:

a.) WE will send YOU a notice either by text to supplied number or email to supplied email address notifying YOU of YOUR failure to pay and demanding immediate payment in full of the outstanding sum(s).

b.) In addition to any other rights we may have under this AGREEMENT or otherwise, we will be entitled to immediately suspend YOUR access to the CONTAINER and to the SITE and to install a new lock to the CONTAINER until the outstanding sum(s) have all been paid in full.

30. If any sum payable under this agreement remains outstanding for 28 days after serving on YOU a written notice pursuant to clause 29 a and b, WE may in our absolute discretion:

a.) Recover possession of the CONTAINER and if necessary break any lock or mechanism to gain access.

b.) Remove from the CONTAINER the GOODS and store them in a facility of OUR choice.

c.) Charge YOU for all reasonable costs incurred by US in removing the GOODS from the CONTAINER and in re storing the GOODS, together with any further removal and or storage costs if we reasonably require to move the GOODS again at any time afterwards.

d.) Serve on YOU a second notice in writing notifying YOU of OUR intention to exercise OUR power to sell or dispose of the GOODS pursuant to clause 32 below if YOU fail to make payment in full of the outstanding sum(s) by the specified date in the original notice (which will be not less than 14 days).

31. If any sum payable under this AGREEMENT remains outstanding at the date specified in a notice served on YOU pursuant to clause 30d above, WE will have the right and power to:

a.) Sell some or all of the GOODS as WE in OUR absolute discretion think fit (and pass title to said GOODS to the purchaser) to discharge any outstanding sums due to US and to cover the costs of sale and/or:

b.) Treat any or all of the GOODS as abandoned and destroy or otherwise dispose of them as WE in OUR absolute discretion think fit. 32. WE may exercise OUR power to sell the GOODS in whichever manner WE in our absolute discretion think fit and in exercising such power we shall be under no obligation to YOU or to any other person to achieve any particular price for the GOODS.

33. If the proceeds of any sale of the GOODS are insufficient to discharge any sum(s) due to US, then YOU will remain liable to pay US any balance and WE may take action against YOU to recover such balance.

#### DEPOSIT.

35. YOU must pay US the DEPOSIT upon signing this AGREEMENT.

36. When this AGREEMENT is terminated, WE shall be entitled to deduct from the DEPOSIT a reasonable sum in respect of:

a.) Any arrears of the FEE then outstanding.

b.) Rectifying any damage or defect to the CONTAINER.

c.) Compensation for any breach by YOU of any provision of this AGREEMENT.

37. Subject to any deduction WE are entitled to make under any of the above clauses, WE will repay the DEPOSIT to YOU without interest and by way of a cheque only no later than 21 days after this AGREEMENT is terminated.

#### RUBBISH.

38. YOU must not leave rubbish of any kind anywhere on the SITE.

39. WE will charge YOU a FEE of £25 minimum in respect of the collection of any rubbish which we have reason to believe YOU have left on the SITE.

40. WE reserve the right to increase the FEE chargeable by giving YOU 7 days notice in writing to that effect.

#### EXCLUSION OF LIABILITY.

41. All references to CONTAINER size are approximate only. WE accept no responsibility for their accuracy.

42. WE make no representation or warranty in relation to the suitability of the CONTAINER for the storage of any particular item.

43. YOU agree that YOU have carried out YOUR own inspection of the CONTAINER to determine its suitability.

44. YOU agree that YOU will inspect the CONTAINER from time to time throughout the period of this AGREEMENT.

45. As the SITE is an open storage facility, WE accept no responsibility for any damage caused by any rodent, vermin or other animal.

46. If YOU are using the CONTAINER in part or in whole for commercial purposes WE shall not be responsible for loss of profits (whether direct or indirect) loss of business opportunity, loss of goodwill, loss of contract or any other economic loss (direct or indirect) arising out of a breach of this AGREEMENT.

47. WE will not be in any way liable for failing to allow YOU to access the GOODS, the CONTAINER or SITE or for any other breach of this AGREEMENT, if the cause of such failure or breach is outside our reasonable control, such as/but not limited to any natural disaster, riot, dispute, lock out, labour disturbance, accident, breakdown of machinery, fire, flood, act of terrorism, environmental or health emergency or hazard nor entry into any CONTAINER or the SITE and nor arrest or seizure/confiscation of GOODS by any competent authority.

48. WE will not be in any way liable for any damage caused to any item (s) of which we may accept delivery on YOUR behalf, at YOUR request.

49. WE will not be in any way liable for any fraud, duty, tax, fine or any other charge on any item(s) of which we may accept delivery on YOUR behalf and YOU agree to fully indemnify US in respect of any such fraud, duty, tax, fine or other charge.

#### INSURANCE

50. WE DO NOT INSURE the GOODS whilst they are in the CONTAINER and/or on SITE.

51. If YOU are a business customer YOU agree with US 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 with a reputable insurance company and will not cause or allow that insurance to lapse whilst the GOODS or any part of the GOODS remain on the SITE and you acknowledge that YOU shall be fully responsible for all uninsured risks including normal perils.

52. WE recommend that the insurance cover that you take out is for the sum which is at least equal to the replacement value of the GOODS stored in the CONTAINER from time to time and may require you to provide evidence of such insurance cover prior to granting YOU access to the CONTAINER and while YOUR GOODS remain on SITE.

53. WE do not give any advice concerning such insurance and it is for YOU to make YOUR own judgment whether such insurance is appropriate to cover the GOODS and risks to them.

#### TERMINATION.

54. This AGREEMENT shall terminate if:

a.) Either party gives at least seven (7) days written notice to the other, in which case this AGREEMENT shall terminate on the expiry of such notice and any FEE shall be calculated pro-rata accordingly, provided that no notice given under this clause shall expire earlier than four (4) weeks after commencement date.

b.) If either party commits a breach of this AGREEMENT and fails to remedy such breach after being given fourteen days written notice of the breach by the other, in which case this AGREEMENT shall terminate on the expiry of such notice and any FEE shall be calculated pro-rata accordingly.

55. At the end of this AGREEMENT YOU must remove all GOODS from the CONTAINER and leave the CONTAINER clean and tidy and in the same condition as at the commencement date.

56. If YOU fail to comply with clause 55 above YOU shall pay our reasonable costs of cleaning the CONTAINER and/or removing and/or disposing of any GOODS and/or rubbish left in the CONTAINER or on the SITE.

57. WE may treat any GOODS remaining in the CONTAINER at the end of this AGREEMENT as abandoned and dispose of them in accordance with clause 31.

57.1 In the event of early termination, the rate payable will be based on the time actually used

57.2 Failure to provide the required notice may result in loss of the deposit due to the loss of earnings by TSS.

#### THIRD PARTIES.

58. No one other than YOU or US will have any rights under this AGREEMENT.

59. YOU are personally responsible for the actions of anyone that YOU allow to access the SITE and or the CONTAINER.

#### JURISDICTION AND CHOICE OF LAW.

60. This AGREEMENT is governed by the laws of England and Wales.

61. Any dispute arising out of or in connection with this AGREEMENT will be subject to the exclusive jurisdiction of the English courts.

#### USE OF CONTAINER.

In very cold weather the difference of temperature inside the container to the external temperature may cause slight condensation as the day warms up. The containers are raised off the concrete on oak boards to reduce the cold transfer from the ground to the container and the containers all have vents to assist in the flow of air to reduce the chances of condensation. The weather in which the containers are loaded also has an effect, obviously it's best to load them on a dry day if possible! It is always advisable to cover things where possible as added protection as well.

TSS accepts no responsibility for damage caused by damp as it is the customer's responsibility/duty to ensure any and all goods loaded are dry when loaded, as this is the only way to prevent damp. Wet or damp goods will sweat in the container and produce condensation. This could also damage the container. Airing the container out is also advised to allow moisture in the air to be let out and air circulation to assist it drying if necessary