

# **Bury St Edmunds Self Storage – Licence To Store Goods**

## ***Definitions***

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

1. You, your – the customer named in the schedule
2. We, us, our – Bury St Edmunds Self Storage
3. Goods – anything you bring to the site and store in the unit
4. Unit – the storage unit specified in the schedule or alternative unit
5. Commencement date – the date specified in the schedule
6. Site – the premises on which the unit is situated
7. Access Hours – the hours we permit access to the unit
8. Prohibited items – items specified below
9. Deposit (If applicable) – the amount specified in the schedule
10. Licence fees – the amount specified in the schedule which is exempt from VAT
11. Due Date – the date specified in the schedule and the corresponding date in each period or the previous business day if the due date falls on a weekend or public holiday.

## ***Your Right To Occupy***

We permit you but no other person to use the unit in accordance with these terms and conditions from the commencement date until this agreement is terminated

## ***Inspection***

You must inspect the unit before storing any goods and inform us if you believe it is damaged or unsuitable for your requirements in any way. If you do not do so, the unit will be deemed suitable for use.

## ***Access to unit by you and us***

1. You may have access to the unit at any time during the access hours, no access to the unit will be permitted outside these hours. We may change access hours at any time without prior notice
2. Only you and persons authorised in writing or accompanied by you will be permitted to have access to the unit. 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 may refuse access to anyone who fails to provide satisfactory proof of identity
3. We are responsible for providing a padlock for the unit and you must ensure that it is locked at all times when you are not in attendance. We will not be responsible for locking any unlocked unit. We will retain a key to the padlock in terms of access.
4. You will permit us (and our agents or workmen) to enter the unit at any time in an emergency and otherwise if we give you not less than three days' notice so that we may inspect or carry out maintenance to the unit or any other part of the site.
5. We may enter the unit at any time without notifying you (if necessary by breaking the lock)
  - i. If we believe the unit contains prohibited items or is being used in breach of these terms
  - ii. If we are required to do so by the police, Fire service, local authority or by court order
  - iii. If we believe it necessary in an emergency
  - iv. To obtain access in accordance with conditions listed below
  - v. To prevent injury or damage to persons or property
  - vi. If we believe that any of the above apply for the purpose of ascertaining this

## ***Use of the Unit and the site***

1. You warrant that the goods you are storing in the unit are your own property or the person that owns them or has an interest in them has given authority for you to store them in the unit
2. You may only use the unit for storage and not for any other purpose. You must not store (or allow anyone else to store) any of the following in the unit:
  - i. Food or perishable goods unless securely packed so they are protected from vermin
  - ii. Birds, fish, animals or any other living creature
  - iii. Combustible or flammable materials or liquids such as paint, petrol, oil or solvents
  - iv. Explosives weapons or ammunition
  - v. Chemical, radioactive materials, biological agents
  - vi. Toxic waste, asbestos, used tyres or any other materials of a dangerous nature
  - vii. Any item that emits fumes, smells or odour
  - viii. Any illegal substances illegal items or goods obtained illegally
  - ix. Compressed gases
  - x. Pornography

3. You must not or allow any person to:

- i. Use the unit or do anything on the site or in the unit that may be a nuisance
  - ii. Do anything on the site or in the unit that may invalidate our insurance premiums (or those of others) or increase the premiums
  - iii. Use the unit as office or living accommodation poste restante or as a home or business address
  - iv. Spray paint or do mechanical work of any kind in the unit or on the site
  - v. Attach anything to the walls, ceiling, floor or doors of the unit or alter the unit.
  - vi. 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.
  - vii. Cause any damage to the unit or any other unit or the site or its facilities or to the property and possessions of us or any of our customers and if you cause any damage you must (at our option) repair restore or replace such damage or reimburse our costs in making necessary repairs or replacement
  - viii. Cause any obstructive or undue hindrance in any passageway, stairway, service area or any other part of the site and you must at all times exercise courtesy to others using these areas
4. You must inform us immediately of any damage to the unit and comply with any directions of our employee's or agents at the site and any further regulations for use of the unit we may issue from time to time

### ***Alternative unit***

1. We may at any time by giving you seven days' written notice require you to remove your goods from one unit to another unit specified by us. The alternative unit shall be of similar size to the current unit. We would only request this if we feel it absolutely necessary
2. Removal of the goods from the current unit to the alternative unit will be at your expense. If you do not arrange removal of the goods by the time specified in the notice, we may enter the unit and arrange for the goods to be so moved. Any removal arranged by us will be at your risk (except for loss or damage caused wilfully or negligently by us or our removal agents) and removal expenses will be payable by you and we may add them to the licence fees.
3. If your goods are moved to an alternative unit, this agreement will be varied by the substitution of the alternative unit number but will otherwise continue in full force and affect and the licence fees will continue to apply to the alternative unit.

### ***Deposit***

1. A deposit is not normally charged but if we deem it necessary you must pay us the deposit when you sign this agreement. The deposit will be returned to you (without interest) within 21 days after this agreement terminates less any amount we may deduct to cover:
  - i. Repairing any damage to the unit, site or any other unit caused by you, your agents or invitees or by goods stored in the unit
  - ii. Any unpaid licence fees or removal or other charges
  - iii. Any other obligation to us that you have not discharged in full

### ***Licence Fees***

1. You must pay us the licence fees for the minimum period of storage on signature of this agreement and thereafter must pay the licence fee on the due date. If you do not pay the licence fee on the due date, you will immediately become liable to pay a late payment charge equal to 10% of the licence fees (subject to a minimum charge of £10) for each period of two weeks or any part of it that the licence fees (including any late payment or other charges) remain unpaid after the due date.
2. In the event that a payment is dishonoured, we may make a further charge of £10 on each occasion.

### ***Increases***

We may alter the licence fees at any time by giving you written notice and the new fees will take effect on the first due date occurring not less than four weeks after the date of notice.

### ***Non-Payment of Licence Fees***

1. If you do not pay the licence fees on the due date or the late payment charge or either, we may exclude you from the site and from the unit and we may break the lock on the unit and install a new lock, whether or not we have exercised our right to terminate this agreement. Exercising our right to exclude you from the site and the unit does not affect your obligation to pay any unpaid or future licence fees or late payment charges.
2. If any part of the licence fee or the late payment charges is still outstanding one month after the due date then we may:
  - i. Give you written notice that we will remove all the goods in the unit if you have not paid all outstanding amounts due in full within 72 hours of the posting of the notice by us to you at the address set out in the schedule

- ii. On expiry of the notice remove all the goods in the unit to any alternative storage facilities that we may decide without incurring any liability for loss or damage to the goods arising from their removal and alternative storage
- iii. Charge you the full costs of removing the goods and alternative storage costs and any repeated costs should we have to move the goods at anytime afterwards
- iv. Sell the goods on your behalf and pass good title to them and use the proceeds of sale to discharge any outstanding licence fees or other charges due to us. If the proceeds of sale are insufficient to discharge your outstanding liability to us then you will remain liable for the balance and we may take any action we consider necessary to recover the outstanding amounts
- v. Treat any goods not sold as abandoned and destroy or otherwise dispose of them

## ***Termination***

1. Either you or we may terminate this agreement by giving not less than fourteen days written notice ending on any due date and termination will take place from that due date. Any licence fees paid in advance will be refunded but we may make necessary deductions should there be any breeches of this licence
2. You may not terminate this agreement if any licence fees or any other charges are outstanding or if you are in breach of this agreement
3. We may terminate this agreement immediately by giving written notice of you are in breach of any terms of this agreement

## ***On Termination***

1. On termination of this agreement you must remove all goods form the unit and leave the unit clean and tidy and in the same condition as at the commencement date. We may charge you if we have to clean the unit or dispose of any goods or rubbish left in the unit or on the site.
2. We may treat any goods left in the unit after termination as abandoned and may dispose of them in accordance with the following conditions
  - i. Sell the goods on your behalf and pass good title to them and use the proceeds of sale to discharge any outstanding licence fees or other charges due to us. If the proceeds of sale are insufficient to discharge your outstanding liability to us then you will remain liable for the balance and we may take any action we consider necessary to recover the outstanding amounts
  - ii. Treat any goods not sold as abandoned and destroy or otherwise dispose of them

## ***Insurance***

We do not insure your goods whilst in the unit. Storage of goods in the unit is at your sole risk and you must insure them at their full replacement value.

## ***Exclusion of Liability***

1. We shall not be liable for any loss (including consequential or economic loss) or damage to the goods stored in the unit, whether or not the damage is due to any act or omission, negligence or wilful default by us or by any of our servants or agents or other customers, nor shall we be liable for any consequential or economic loss incurred by you as a result of any loss or damage to the goods
2. Any other representations, conditions, warranties or other terms, whether written or oral, expressed or implied, statutory or otherwise which are or may be inconsistent with this condition are expressly excluded

## ***Indemnity***

You will indemnify us and hold us harmless against all claims, demands, liabilities, damages, costs and expenses incurred by us or any of our servants, agents or other customers which arises out of the use of your unit or the site by you or any of your servants, agents or invitees or arises out of the breach of this agreement by you.

## ***Notices***

Any notice given under this agreement must be in writing and may be served only by personal delivery or by pre-paid post. Any notice to you may be sent to the address stated in the schedule or any other address, which you notify to us in writing. Any notice to you will also be sent out to any owner (whether sole, joint, or co-owners) of which we have been notified by you. Any notice to us must be sent to our address as set out in the schedule.

## ***Force Majeure***

We shall not be liable for any loss or damage which you may suffer as a direct or indirect result of our performance of this agreement being prevented, hindered or delayed by reason of Act of God, riot,

strike, lock-out, trade dispute or labour disturbance, accident, break-down of plant or machinery, fire, flood, difficulty in obtaining workmen, materials or transport, electrical power failures or other circumstances whatsoever outside our control and which affect the provision by us of access to or use of the unit

## ***General***

1. Any delay by us in exercising any of our rights under this agreement will not impair our rights or be a waiver of those rights, nor will any partial exercise of any right preclude a further exercise of that right
2. You may not assign any of your rights under this agreement or part with possession of the unit to any other person, firm or company.
3. No variation of these terms and conditions will be effective unless expressly accepted in writing by us and signed by one of our directors
4. Every provision in these terms and conditions 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.
5. English law shall govern this agreement and you and we submit to the exclusive jurisdiction of the English courts.
6. This agreement is personal to you and nothing in it entitles you to exclusive possession or use of any of our units. This agreement does not amount to a lease or tenancy or an agreement to grant lease or tenancy.  
This agreement is not assignable
7. Where the customer is two or more persons, your obligations under this agreement shall be joint and several
8. Without prejudice to the remaining provisions of this agreement we reserve the right to refuse any goods regardless of reason
9. All goods accepted will become subject to a general and particular lien in respect of continued non-payment of our charges until the outstanding charges have been paid.