

## SELF STORAGE ABBREVIATED TERMS & CONDITIONS

### STORAGE:

- So long as all fees are paid up to date, Storer: (a) is licensed to store Goods in the Unit/space allocated to Storer by Berkhamsted Self Storage (BSS) from time to time and only in that Unit/space; (b) is deemed to have knowledge of the Goods in the Unit/space; and (c) warrants that it is the owner of the Goods in the Unit/space and/or entitled at law to deal with them in accordance with all aspects of the Agreement as agent for the owner.
- BSS: (a) does not have and will not be deemed to have knowledge of the Goods; (b) is not a bailee or a custodian nor a warehouseman of the Goods and Storer acknowledges that BSS does not take possession of the Goods; and (c) does not grant any lease or tenancy of the Unit.

### ACCESS:

- Storer has the right to access the Unit/space during Access Hours as posted by BSS and subject to the terms of the Agreement. BSS will try to provide advance warning of changes to Access Hours by notice at the Facility but reserves the right to change Access Hours temporarily to other reasonable times without giving prior notice.
- Only Storer or others authorised or accompanied by Storer (its Agents) may access the Unit/space. Storer is responsible for and liable to BSS and other users of the Facility for its own actions and those of its Agents. BSS may (but is not obliged to) require proof of identity from Storer or any other person at any time and, at BSS's sole discretion, may refuse access to any person who is unable to produce satisfactory proof.
- BSS may refuse Storer or others authorised or accompanied by Storer (its Agents) access to the Unit/space and/or the Facility where moneys are owing by Storer to BSS, whether or not a formal demand for payment has been made, or if BSS considers the safety or security of any person, unit or goods on or at the Facility has been threatened or may be put at risk.
- Storer should not leave a key with or permit access to the Unit/space to any person other than its own Agent who is responsible to Storer and subject to its control. If Storer does so, it does so at its own risk.
- Storer authorises BSS and its agents and contractors to enter the Unit/space in the following circumstances and to break the lock if reasonably necessary to gain entry: (a) on not less than 7 days' notice to inspect or carry out repairs or alterations to the Unit/space or any other part of the Facility; (b) without prior notice (but with notice as soon as practicable after the event) in the event of an emergency (including for repair or alteration) or to prevent injury or damage to persons or property; or if BSS believes the Unit/space is being used to store prohibited goods or for a prohibited purpose; or if BSS is obliged to do so by law, by the Police, Fire Services, Trading Standards, HM Revenue & Customs, competent authority or by a Court Order; or to relocate the Goods or exercise BSS's lien or power of sale or disposal in accordance with the Agreement.

### CONDITIONS:

- Storer will be solely responsible for providing a secure padlock for the Unit and ensuring it and/or any vehicle is locked so as to be secure from unauthorised entry at all times when the Storer is not in the Unit or in attendance at the Facility. BSS will not be responsible for locking any unlocked Unit or vehicle. Storer is not permitted to apply a padlock to the Unit/space in BSS's overlocking position and BSS may have any such padlock forcefully cut off at Storer's expense. Where applicable, Storer will secure the external gates and/or doors of the Facility/space.
- Storer must not store (or allow any other person to store) any of the following in the Unit/space: (a) food or perishable goods unless securely packed so they are protected from and do not attract vermin; (b) any living creatures; (c) combustible or flammable substances including but not limited to gas, paint, petrol, oil, cleaning solvents or compressed gases; (d) firearms, explosives, weapons or ammunition or similar; (e) chemicals, radioactive materials, biological agents; toxic waste, asbestos or other potentially hazardous substances; (f) any item that emits fumes, or odours; (g) any illegal item or substances or goods illegally obtained such as illicit (counterfeit/smuggled) tobacco or alcohol and unlicensed or unsafe goods (including but not limited to toys, electrical goods, medicines, aerosols, cosmetics, fireworks); (h) goods which are environmentally harmful or that are a risk to the property of any person; (i) currency, deeds and securities; and (j) items which are unique in nature and/or where the value to the Storer cannot be assessed on a financial basis. Storer will be liable under Risk & Responsibility Conditions for any breach of this Condition.
- Storer will use the Unit/space solely for the purpose of storage and shall not (or allow any other person to): (a) use the Unit/space as offices or living accommodation or as a home, business or mailing address; (b) use or do anything at the Facility or in the Unit/space which may be a nuisance to BSS or any other person (including the escape of any substance or odour from or generation of noise or vibration which may be heard or felt outside the Unit); (c) use or do anything at the Facility or in the Unit/space which may invalidate or increase premiums under any insurance policies of BSS or any other person; (d) paint or make alterations to or attach anything to the internal or external surfaces of the Unit/space; (e) connect or provide any utilities or services to the Unit/space unless authorised by BSS; or (f) cause damage to the Unit/space or any part of the Facility (which includes by removal, haulage or delivery contractors) or create any obstruction or leave items or refuse in any common space within the Facility.
- Storer must maintain the Unit/space by ensuring it is clean and in a state of good repair. In the event of uncleanliness of or damage to the Unit/space or Facility, BSS will be entitled to retain the Deposit, charge a Cleaning Fee, and/or claim full reimbursement from the Storer of the reasonable costs of repairs, replacement, restoration, proper compensation or disposal of refuse.
- Storer must (and ensure that its Agents) use reasonable care on site and have respect for the Facility and other unit/space users, inform BSS of any damage or defect immediately it is discovered and comply with the reasonable directions of BSS's employees, agents and contractors and any other regulations for the use, safety and security of the Facility as BSS shall issue periodically.

- The Agreement does not confer on Storer any right to exclusive possession of the Unit/space and BSS reserves the right to relocate Storer to another Unit/space not smaller than the current Unit/space (a) by giving 14 days' notice during which the Storer can elect to terminate their agreement under the relevant Termination Condition or (b) on shorter notice if an incident occurs that requires the Unit/space or section where it is located to be closed or sealed off. In these circumstances, BSS will pay Storer's reasonable costs of removal if approved in writing by BSS in advance of removal. If Storer does not arrange removal by the date specified in BSS's notice, then Storer authorises BSS and its agents to enter Unit/space acting as Storer's agents and at Storer's risk (except for damage caused wilfully or negligently which is subject to the limitations in Risk & Responsibility Conditions) remove the goods. Following removal the Agreement will be varied by substitution of the new Unit/space number but otherwise continues in full force and effect at the rate in force for the original Unit/space at the time of the removal.
- Storer must ensure the Unit/space is suitable for the storage of the Goods intended to be stored in it and is advised to inspect the Unit/space before storing Goods and periodically during the storage period. BSS makes no warranty or representation that any unit is suitable for any particular goods and accepts no liability in this regard.
- BSS may refuse to permit Storer to store any Goods or require Storer to collect any Goods if in its opinion storage of such Goods creates a risk to the safety of any person or property.
- Storer must give Notice to BSS in writing of the change of address, telephone numbers or email address of the Storer or the Alternative Contact Person ("ACP") within 48 hours of any change. Storer agrees BSS is entitled to discuss any default by the Storer with the ACP registered on the front of the Agreement.

#### **RISK AND RESPONSIBILITY:**

- BSS will not be liable for any loss or damages suffered by Storer resulting from an inability to access the Facility or the Unit/space, regardless of the cause.
- The Goods are stored at the sole risk and responsibility of Storer who shall be responsible for and bear the risk of any and all theft, damage to, and deterioration of the Goods caused by any reason. BSS excludes all liability in respect of (a) loss or damage to Storer's business, if any, including consequential loss, lost profits or business interruption; (b) loss of or damage to Goods or any claim for return of the Storage Fees except where this results from BSS's negligence or breach of contract, in which case BSS's liability will be limited to the sum of £100 in total. BSS does not exclude liability for physical injury to or the death of any person and which is a direct result of negligence or wilful default on the part of BSS, its agents and/or employees.
- BSS does not insure the Goods and it is a condition of the Agreement that the Goods remain adequately insured at all times for their Replacement Value (as set out on the cover sheet) while they are in storage. Storer warrants that such cover is in place, that it will not allow or cause such cover to lapse and that the aggregate value of Goods in the Unit/space from time to time will not exceed the Replacement Value. BSS does not give any advice concerning insurance cover given by any policy and Storer must make its own judgment as to adequacy

of cover even when facilitated by BSS. Inspection of any insurance documents provided by Storer to demonstrate cover does not mean BSS has approved the cover or confirmed it is sufficient.

- Storer will be liable for and compensate BSS for the full amount of all claims, liabilities, demands, damages, costs and expenses (including any reasonably incurred legal and professional fees) incurred by BSS or third parties (Liabilities) resulting from or incidental to (a) the use of the Unit/space (including but not limited to the ownership or storage of Goods in the Unit/space, the Goods themselves and/or accessing the Facility) or (b) breach of the Agreement by Storer or any of its Agents or (c) enforcement of any of the terms of the Agreement.
- Storer acknowledges and agrees to comply with the Agreement and all relevant laws and regulations as are or may be applicable to the use of the Unit/space. This includes laws relating to the material which is stored and the manner in which it is stored. Liability for any and all breach of such laws rests absolutely with Storer, and includes any and all Liabilities resulting from such a breach.
- If BSS has reason to believe that Storer is not complying with all relevant laws BSS may take any action it believes to be necessary, including but not limited to the action outlined in Access and Termination Conditions, contacting, cooperating with and/or submitting Goods to the relevant authorities, and/or immediately disposing of or removing the Goods at Storer's expense. Storer agrees that BSS may take such action at any time even though BSS could have acted earlier.
- In respect of circumstances outside BSS's reasonable control, BSS shall have no liability under or be considered to be in breach of the Agreement for any delay or failure in performance of its obligations under the Agreement or any resulting loss or damage to Goods. 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/space including the Unit/space or the Facility by, or arrest or seizure or confiscation of Goods by, competent authorities. If this happens, BSS will not be responsible for failing to allow access to the Goods, Unit/space and/or the Facility for so long as the circumstances continue. BSS will try to minimise any effects arising from such circumstances.

Further information regarding Cost, Default protocol including the right to sell or dispose of goods on default, use of Personal Information/data, Notice and Termination can be found in the full Agreement, available on request. E & O E.