

TERMS & CONDITIONS FOR VAULT STORAGE

provided by CLARK & ROSE (REMOVALS) LTD trading as STIRLING SELF STORAGE

1. In these Terms & Conditions, Clark & Rose (Removals) Limited, trading as Stirling Self Storage, is called 'the Company' and any individual firm, Company or other person with whom the Company contracts is called 'the Customer'.
2. The word 'Centre' means the same as premises or Company premises. The words 'Contract' and 'Agreement' have the same meaning. The word 'Vault' means Storage Container. It also refers to a single Vault or multiple Vaults if the Customer rents more than one. All the terms of the Contract are set out in the Customer Contract and in these Terms and Conditions. All other conditions, warranties, guarantees, undertakings or representations whether express or implied by statute (insofar as such statutes permit) common law or otherwise arising from conduct or a previous source of dealing or trade, custom or usage or agreed or offered orally or in correspondence or otherwise are hereby excluded from this agreement. No variation of the Customer Contract is binding on the Company unless agreed in writing and signed by a Director of the Company.
3. The Company shall upon payment of the storage charge specified in the Customer Contract make available to the Customer a storage Vault or multiples thereof as specified in the Contract by way of licence for the sole purpose of the storage of the Customer's goods. The Company may exclude the Customer from its premises and the Vault(s) if he is in breach of any of the provisions of the Contract or these Conditions for so long as the breach remains unremedied.
4. If the Customer requires the Company to deliver / collect the Vault(s) to an address supplied by the Customer then the following conditions apply:
 - (a) When the storage Vault is at a Customer's premises the Customer is responsible for the trailer(s), the Vault(s) and any contents. The Company will accept no liability for loss from the Vault or fines or charges or damage arising from the siting of the trailer.
 - (b) The price for the delivery / collection service as specified in the Company literature refers to predefined delivery areas. Additional charges may be levied for deliveries / collections outwith these areas.
5. The Contract between the Company and the Customer shall commence from the 'tax point date' set out in the Customer Contract and by the payment by the Customer of the first charge and shall continue until terminated pursuant to these conditions.
6. The Customer is required to inspect the Vault(s) prior to commencing storing and inform the Company if he believes it to be damaged or unsuitable for his requirements in any way. Otherwise the Vault will be deemed to be in good condition at the commencement of the Contract.
7. The Customer may have access to his storage Vault at any time during the Centre's opening hours as notified. No access to the storage Vaults will be permitted outside these hours. The Customer must provide a minimum of 48 hours' notice of his intent to access his Vault. The Company may change the opening times at any time without giving any prior notice.
8. The Company may elect to move the storage containers at any time and the Customer must ensure that the contents of the Vault is arranged in such a way that damage will not occur if the Vault is moved. The Company shall deem the production of the contract by the Customer or the oral quotation of Vault numbers or account numbers as satisfactory proof that that person is the Customer or an authorised representative of the Customer. Similarly if the Company is contacting the Customer telephonically or by facsimile or by electronic mail or by any other means the Vault number or account number will be accepted as satisfactory proof of identity.
9. The Company (and its agents or servants) reserve the right to enter the Vault without the Customer's permission and to remove all or any of the goods stored in the Vault for the purpose of inspection, cleaning and repairs to the Vault or in an emergency or to establish whether such entry is required in the interests of safety or to prevent damage or injury to persons or property or to remove prohibited items or if the Company is required to do so by any Public Service, Authority or Court Order, or to comply with any other clause in this agreement. The Company shall not be liable for any damage caused to the goods stored in the Vault as a result of such entry and/or removal except to the extent that this is due to the negligence of the Company.
10. The Customer warrants to and covenants with the Company that:
 - (a) he is the owner and/or entitled in law to the possession of the goods stored in the Vault at any time or that ownership is vested in him for the purposes of entering into this agreement;
 - (b) such goods are not of a dangerous nature, do not have any dangerous characteristics including gas bottles, aerosols, paints, firearms or ammunition, are not stolen goods or drugs and otherwise will not contaminate or otherwise damage or affect the company's premises or other goods stored therein or not emit any fumes or odours;
 - (c) the goods shall be adequately packaged and not of a perishable nature or include any plant animal or other living creature. The company may refuse to permit storage of any goods regardless of reason.
11. In this clause the word Vault includes the Company's premises. The Customer shall not:
 - (a) use the Vault to do or suffer to be done anything on the Company's premises which is or may become a nuisance to the Company's employees, agents or Customers;
 - (b) do or suffer anything on the Company's premises which may render void or voidable or increase the rate of premium of any insurance carries by the Company or its occupiers or Employers liabilities;
 - (c) sub license, transfer assign or in any way part with the benefit of this agreement which shall be reserved to the Customer;
 - (d) use the Vault as offices or living accommodation or as a home or business address;
 - (e) spray paint or do mechanical work of any kind to the Vault;
 - (f) attach anything to the walls, ceiling or floor of the Vault or make any alteration to the Vault;
- (g) cause any damage to the Vault or the Centre or to the property or possessions of the Company or any other Customers. If in breach of this clause the customer must (at the option of the company) repair, restore or replace such damaged items, or reimburse the Company's costs in making necessary repairs, restoration or replacement;
- (h) cause any obstruction or undue hindrance in any passageway stairway, service area, access area or other part of the centre.
12. The Customer shall comply with all fire, safety and security precautions or instructions about the Company's premises or as directed by a member of the Company's staff.
 - (a) make himself available to receive any deliveries or collections;
 - (b) ensure that the Vault is secure at all times when not in use either by means of attaching security seals or by attaching a padlock;
 - (c) at all times exercise courtesy to others when using any part of the Centre;
 - (d) inform the Company immediately of any damage to the Vault;
 - (e) comply with the directions of the Company's employees or agents at the Centre and any further regulations for use of the Vault which the Company may issue from time to time;
 - (f) indemnify the company from any claims for loss or damage arising from the breach of this agreement.
13. The Storage charges for the first period of Storage will be due and payable on the commencement of the Contract. Subsequent periods of Storage will be invoiced in advance and become due on the first of the month to which the invoice relates. Storage charges are to be paid by direct debit or such other payment process as the Company from time-to-time may specify or agree to. The Company shall be entitled to increase the monthly charge under the agreement by giving notice in writing to the customer at least 30 days before such increases are to take effect. The company shall be entitled to an additional sum of £10 or 10 percent (whichever is the greater) for each two week period or part thereof after the storage charge has remained unpaid. Such additional charges shall be added to and treated for the purpose of this agreement as an outstanding charge. In the event that any cheque is dishonoured the Company shall make the further charge of £47 on each occasion that the cheque is returned. In the event of any breach of this agreement which requires the company to take any remedial action the Company may make an appropriate charge to recover any costs or other charges involved.
14. If the charge or additional charges remain unpaid on the due date the Company reserves the right to exclude the Customer from the centre and to deny him access to the centre whether or not the agreement has been terminated. If the company exercises its right under this clause it will not affect the Customers obligation to pay any unpaid or future charges.
15. (a) If the charge for the Vault or any other Vault or any other Vault rented by the Customer remains unpaid for more than 2 weeks the company may give notice in writing to the customer of its intention to sell goods stored in any such Vault to meet unpaid charges. If the Customer does not pay the Company the required amount of unpaid charges and any other sums due and payable under this Agreement within 72 hours, the Company shall at its absolute discretion be entitled to dispose of such goods at public auction in order to raise the sum due to it. Should items be unsold at public auction, then the Company shall at its absolute discretion be entitled to dispose of such goods by destroying the same.
 - (b) The Company may at any time and at its absolute discretion without giving any reason therefore give notice to the Customer requiring him to pay all arrears of charge if any and other sums due and payable under the agreement if any and / or remove the goods within 14 days of the giving of such notice. If this is not done the Company may remove the goods within 14 days of the giving of the notice to such storage facilities as it may decide at the expense and risk of the Customer and if within 21 days of giving such notice the goods have not been removed then the company may give notice of its intention to dispose of the goods by sale at public auction or otherwise by destroying the same.
 - (c) The proceeds of sale under paragraphs (a) or (b) of this clause shall be applied by the Company first to the unpaid charge or any other sums due or payable under the agreement and to any costs and/or charges and expenses incurred by the Company in or in connection with such sale and the Customer shall only be entitled to claim the balance (if any) remaining after.
 - (d) Any sale under paragraphs (a) or (b) of this clause shall be without prejudice to the Company's right to recover from the Customer any balance outstanding and due from the Customers after the proceeds of such sale have been applied in accordance with paragraph (c) of this clause.
 - (e) All goods stored will be subject to lien in respect of unpaid charges.
16. This Contract can be terminated by the Customer upon 14 days' notice by the Customer at any time either orally or in writing. Storage charges will be payable until the expiry of the notice. If the Customer requires transportation and the Company is not able to do this on the preferred date for whatever reason then Storage charges will continue to be applied until the date that the Vault or goods leave the centre. The customer may not terminate this Contract if any charges are outstanding or if he is otherwise in breach of any term of this contract.
17. On termination of this contract the customer must remove all goods from his storage Vault and leave the container clean and tidy and in the same condition as at the commencement date. The company may charge the Customer if at its sole discretion it decides it is necessary to clean or repair the Vault or dispose of any goods or rubbish left in the Vault or at the Centre or in the trailer. The company may treat any goods left in the container as abandonment and may dispose of them in accordance with condition 15.

18. Your responsibility

It will be your sole responsibility to:

- (a) declare to us in writing the value of the goods to be stored and to arrange insurance cover for the full value of the goods. If it is subsequently established that the value of the goods is greater than the value you declared to us, you agree that our responsibility, if any, will be reduced to reflect the proportion that the declared value bears to the actual value;
 - (b) obtain at your own expense all permits, permissions and licenses necessary for the delivery / collection to be completed;
 - (c) provide us with a contact address, email address and telephone numbers while the goods are in store;
 - (d) pay for any parking or meter suspension charges incurred by us in carrying out the work;
 - (e) prepare adequately and stabilise all appliances or electrical equipment prior to submission for storage;
 - (f) empty, properly defrost and clean empty refrigerators and deep freezers. We are not responsible for their contents. Ensure that all domestic and garden appliances including, but not limited to, washing machines, dishwashers, hoses and petrol lawnmowers are clean and dry and have no residual fluid left in them.
19. Our liability for loss and damage
We do not know the value of your goods. Unless otherwise agreed in writing, if We are negligent or in breach of contract, we will pay You £40 for each item which is lost or damaged as a direct result of any negligence or breach of contract on Our part. For the purpose of this Agreement an item is defined as:
- 19.1 The entire contents of a box, parcel, package, carton, or similar container; and
 - 19.2 Any other object or thing that is moved, handled or stored by us.
20. Exclusions of Liability
- (a) We shall not be liable for loss or damage caused by fire or explosion, unless we have been negligent or in breach of contract. It is Your responsibility to insure Your goods. If You ask Us in writing to arrange insurance cover for You, We will, provided You declare the full replacement value of Your Goods and pay the premium in advance.
 - (b) We shall not be liable for delays or failures to provide the services under this Agreement as a result of war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, terrorism rebellion and/or military coup, Act of God, adverse weather, third party industrial action or other such events outside our reasonable control.
 - (c) Other than as a result of Our negligence or breach of contract We will not be liable for any loss, damage or failure to produce the goods as a result of:
 - (i) normal wear and tear, natural or gradual deterioration, leakage or evaporation or from perishable or unstable goods. This includes goods left within furniture or appliances;
 - (ii) moth or vermin or similar infestation;
 - (iii) cleaning, repairing or restoring unless We arranged for the work to be carried out;
 - (iv) changes caused by atmospheric conditions such as dampness, mould, mildew, rusting, tarnishing, corrosion, or gradual deterioration unless directly linked to ingress of water;
 - (v) for any goods in wardrobes, drawers or appliances, in a package, bundle, carton, case or other container not both packed and unpacked by Us;
 - (vi) for electrical or mechanical derangement to any appliance, instrument, clock or computer or other equipment unless there is evidence of related external damage;
 - (vii) for any goods which have a pre-existing defect or are inherently defective;
 - (viii) for perishable items and/or those requiring a controlled environment;
 - (ix) loss of structural integrity of furniture constructed of particle board resulting from crumbling of the board;
 - (x) potentially dangerous, damaging or explosive items, including gas bottles, aerosols, paints, firearms, fuels, oils and ammunition;
 - (xi) jewellery, watches, trinkets, precious stones or metals, money, deeds, securities, mobile telephones, portable media and computing devices, stamps, coins, or goods or collections of any similar kind;
 - (xii) goods likely to encourage vermin or other pests or to cause infestation or contamination;
 - (xiii) perishable items and/or those requiring a controlled environment;
 - (xiv) under no circumstances will prohibited or stolen goods, drugs or pornographic material be moved or stored by Us.
 - (d) We will not be liable for any loss of damage caused by Us or Our employees or agents in circumstances where:
 - (i) there is no breach of this Agreement by any of our employees or agents;
 - (ii) such loss or damage is not a reasonably foreseeable result of any such breach.
21. No employee of Stirling Self Storage shall be separately liable to you for any loss, damage, mis-delivery, errors or omissions under the terms of this Agreement.
22. Our liability shall cease upon handing over goods from our warehouse or on completion of delivery.
23. Time Limit for Claims
For goods which we deliver, you must notify us immediately of and damage / shortage or loss and notify us in writing of any visible loss or damage within 7 days. For goods which you collect you must notify us immediately of any damage / shortage or loss and confirm this in writing within 7 days. No claims will be entertained after the 7 day period has elapsed.
24. We reserve the right to charge any delivery charges in full if delivery is cancelled less than 2 working days before the delivery is scheduled to take place.
25. The Company reserves the right to move your Vault to any other location.
26. The Company shall be entitled to send any notice, bill, statement or any other document whatsoever to the Customer at the address set out in the Contract, or if any change of address has been notified to the Company, at the last address so notified and any notice, bill, statement or other document whatsoever shall be deemed to have been received by the customer 3 days after posting by second class pre-paid post or immediately if served personally.

27. Any delay by the Company in exercising any of its rights under this Contract will not impair nor be a waiver to those rights nor will any partial exercise of any right preclude a further exercise of that right.
28. Where the Customer is two or more persons their obligations under this Contract shall be joint and several.
29. All goods stored in the Vault are subject to the general lien of the Company for all sums due and payable and becoming due under the agreement and for any other monies due to the Company from the Customer.
30. The Customer indemnifies the Company against any loss or damage arising through wilful breach of any clause of this agreement.
31. Personal Information
The Company collects information about the Customer on registration and whilst this Agreement continues, including personal data (Data). The Company processes Data in accordance with the Data Protection Act 1998 and uses it to process payments, communicate with the Customer and generally maintain the Customer's account. The Company may share Data with, and collect Data from, credit reference or fraud prevention agencies and trade associations of which the Company is a member. If the Customer applies for the Company's insurance, the Company will pass Data on to the insurer, who may enter such Data onto a register of claims shared with other insurers to prevent fraudulent claims. The Company will release Data and other account details at any time if it considers in its sole discretion this is appropriate:
 - (a) to comply with the law;
 - (b) to enforce this Agreement;
 - (c) for fraud protection and credit risk reduction;
 - (d) for crime prevention or detection purposes;
 - (e) to protect the safety of any person at the Facility;
 - (f) if the Company considers the security of any unit at the Facility or its contents may be put at risk.

Also, if the Company sells or buys any business or assets, it may disclose Data and account details to the prospective seller or buyer of such business or assets or if substantially all of the Company's assets are acquired by a third party, Data and account details will be one of the transferred assets. Individuals have the right to request a copy of the information that the Company holds on them and requests should be emailed or sent to the addresses on the cover sheet. A small charge may be made for the service.

32. Notices
If the Customer has elected to receive correspondence by email on the front of this Agreement, notices shall be deemed received one hour after sending by email. In the event that there is more than one customer, notice to or by a single customer is agreed to be sufficient for the purposes of any notice requirement under this Agreement.
33. General
The Company may vary the terms of this Agreement and add new Terms & Conditions as long as such modifications are notified to the Customer in writing. The modified terms will take effect on the first of the month not less than 30 days after the date of the Company's notice of alteration. The Customer may terminate the Agreement without charge before the change takes effect by giving notice. Otherwise, the Customer's continued use of the Vault will be considered as acceptance of an Agreement to the amended terms.

Customer Signature _____ HF15494/4.3