

## **Terms and Conditions of a Licence to Store Goods**

### **1. Definitions**

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

Access Hours This Agreement	the hours We permit access to the Unit these terms and conditions and the information set out in the cover sheet
Deposit Due Date	the amount specified in the cover sheet the Start Date for the first period in the cover sheet and the first day of each subsequent period or the previous business day if the Due Date falls on a Saturday, Sunday or public holiday.
End Date	the date of termination of this Agreement in accordance with Condition 27
The Goods	anything You store in the Unit at any time during this Agreement
Normal Perils	physical loss of or damage to Goods caused by fire, lightning, explosion, earthquake, aircraft or articles dropped from them, storm, flood, bursting &/or leaking pipes, ingress of water or other liquid substance, moth, insect or vermin, theft accompanied by forcible and violent entry to or exit from the building or the Unit, riot, strike, civil commotion, malicious damage, and impact by vehicles of any kind
Notice Days Our Fees	14 days the amount specified in Your invoice for each period based on the amount specified in the cover sheet plus VAT.
Prompt Payment	In respect of payment of each and 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
Site Start Date Unit	the premises on which the Unit is situated the date specified in the cover sheet the storage unit specified in the cover sheet or any alternative storage unit We may specify under Condition 11
We, Us, Our You, Your	the storage provider named in the cover sheet the customer named in the cover sheet

1.2. Please note that all Unit sizes are approximate and We accept no responsibility for their accuracy. In agreeing to Our Fees You accept these apply to the Unit You use and not any Unit represented.

2. 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 Start Date until the End Date; and

2.2. to have access to the Unit at any time during the 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.

3. Only You and persons authorised in writing or accompanied by You will be allowed to have access to the Unit. 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 but the withdrawal will not be effective until We receive it in writing. 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.

4. We provide a secure padlock for the Unit but 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 / code with 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 and having access to Your Unit and any such person acts as Your agent only.

5. You will permit Us and Our agents and contractors to enter the Unit in the following circumstances and if necessary We may break the lock to gain entry:-

5.1. 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;

5.2. at any time without notifying You:-

5.2.1. if We reasonably believe that the Unit contains any items described in Condition 8 or is being used in breach of Condition 9;

5.2.2. if We are required to do so by the Police, Fire Services, Trading Standards, HM Revenue & Customs, Local Authority or any other government or statutory authority or by a Court Order;

5.2.3. for any purpose including that in Condition 5.1, if We believe it is necessary in an emergency;

5.2.4. to obtain access in accordance with Condition 11;

5.2.5. to obtain access in accordance with Our powers under Condition 18;

5.2.6. to prevent injury or damage to persons or property; or

5.2.7. for the purpose of ascertaining whether the Unit contains any items described in Condition 8 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.

6. You confirm and warrant to Us 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. If this is not true You will be liable for and will pay to Us in full the amount of any costs, expenses, loss or damage which We incur or which We suffer as a result of claims made against Us including but not limited to any reasonably incurred legal fees and any costs or claims arising from any step or action taken by any person who owns or has an interest in the Goods.

7. We may 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.

8. You must not store (and You must not allow any other person to store) any of the following in the Unit:-

8.1. food or perishable goods unless securely packed so that they are protected from and do not attract vermin;

8.2. birds, fish, animals or any other living creatures;

8.3. combustible or flammable materials or liquids such as gas, paint, petrol, oil or cleaning solvents;

8.4. firearms, explosives, weapons or ammunition;

8.5. chemicals, radioactive materials, biological agents;

8.6. toxic waste, asbestos or other materials of a potentially dangerous nature;

8.7. any item which emits any fumes, smell or odour;

8.8. any illegal substances, illegal items or goods illegally obtained, including counterfeit goods, illicit (smuggled/counterfeit) tobacco, illicit alcohol, unlicensed medicines, unsafe goods (including toys, electrical items, cosmetics, fireworks);

8.9. compressed gases.

9. You must not (and You must not allow any other person to):-

9.1. 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;

9.2. 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;

9.3. use the Unit as offices or living accommodation or as a home or business address and not use the address of the Site or the Unit for receiving or sending mail;

9.4. spray paint or do any mechanical work of any kind in the Unit;

9.5. attach anything to the internal or external surfaces of the Unit or make any alteration to the Unit;

9.6. 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;

9.7. 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;

9.8. 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.

9.9. leave any waste or refuse that is created by storing the Goods. You will be charged the reasonable costs of disposing of such waste or refuse if You fail to comply with this term; or

9.10. connect or provide any utilities or services to the Unit unless authorised in advance in writing by Us.

10. You must (and You shall ensure that anyone authorised by You to use or access the Unit must):-

10.1. 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;

10.2. inform Us of any damage or defect to the Unit immediately You become aware of it;

10.3. 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;

10.4. pay for the reasonable cost of repairs to or cleaning of or making good the Unit or the Site as a result of any damage caused by You or anyone authorised by You to access and use the Unit, including but not limited to Your removal, haulage or delivery contractors; and

10.5. submit to Us an inventory of the Goods if We shall request one.

11. This Agreement shall not confer on You any right to exclusive possession of the Unit.

11.1. We may at any time by giving You seven 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.

11.2. We may at any time by giving You 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, in the event of a fire or flood or other incident or occurrence at the Site which in Our opinion requires the Unit or any part of the Site to be closed or sealed off.

11.3. We agree to pay Your reasonable costs of removal which have been approved in writing by Us in advance of the removal.

11.4. 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 23).

11.5. 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 in the cover sheet or as subsequently varied in respect of the original Unit will continue to apply to Your use of the alternative unit.

12. You must pay Us Our Fees for the minimum period of storage on signature of this Agreement and for each successive period You must pay Our Fees **on the Due Date**. All sums payable to Us under the Agreement will become due immediately upon termination of the Agreement in accordance with Condition 27.

13. We may alter Our Fees at any time by giving You written notice and the new Fees shall take effect on the first Due Date occurring not less than four weeks after the date of Our notice. You may terminate this Agreement without charge at any time before the new Fees take effect by giving notice in accordance with Condition 27.1.

14. If You do not pay Our Fees on the Due Date, You must pay Us an administrative charge for late payment which is the larger of 10 per cent of Our Fees or £10.

15. We will not accept that payment has been made until We have received cleared funds. In the event that any cheque or direct debit is dishonoured, We may charge You an administrative charge of £15.

16. Additionally, if You do not pay on time, You must pay Us interest on all amounts overdue for payment from You at the rate of 5% above the base rate of NatWest Bank PLC, 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.

17. You must pay Us the Deposit on Your signature of this Agreement.

17.1. 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:-

17.1.1. any breach of Conditions 9 and 10;

17.1.2. any of Our Fees which have not been paid or any unpaid removal or other charges; or

17.1.3. any other obligation to Us that You have not performed.

17.2. We reserve the right to deduct or withhold from the Deposit an amount equal to the costs of repairs to or cleaning or clearing of the Unit or the Site which We consider is required as a direct or indirect result of the storage of the Goods within the Unit or Your breach of this Agreement, in order to bring the Unit and the Site up to substantially the same standard and condition as it was in at the Start Date.

17.3. We will refund the Deposit (or the balance of it if We have made any deductions) to You within 21 days of the End Date. Any such refund will be by company cheque and sent out by 2<sup>nd</sup> class post to the address you have supplied us with. No refunds will be given in cash.

18. We bring to Your attention that We take the issue of Prompt Payment very seriously and have a right of lien. If any sum owing from You to Us under this Agreement or any other agreement between You and Us (in this Condition called "**Your Debt**") is not paid when due, then We have the rights set out in this Condition 18.

18.1. The terms of this Condition are additional to and do not affect any and all rights We may have at common law or otherwise.

18.2. We are entitled to hold on to the Goods until Your Debt has been paid in full and received by Us in cash or by direct debit or, if by cheque, until the cheque has been paid by Your bank.

18.3. We shall be entitled to invoice You and 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.

18.4. You authorise Us:-

18.4.1. to refuse You and Your agents access to the Goods, the Unit and the Site and to install a new lock on the Unit until the outstanding amount has been recovered by Us in full;

18.4.2. to enter the Unit and inspect and remove the Goods to another unit or Site and to charge You for all reasonable Costs incurred by Us in moving and storing Your Goods together with any repeated costs if We reasonably require to move Your Goods at any time afterwards;

18.4.3. to hold onto and/or ultimately dispose of some or all of the Goods.

18.5. In the event that You do not pay any of Our Fees or charges and the Goods are left in the Unit, they may be removed and stored in an alternative location 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 how ever it may arise.

18.6. 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 18.8, sell the Goods as if We were the owners and You acknowledge that We will pass all rights of ownership in the Goods to the buyer. We will use the proceeds of sale to pay first the costs incurred by Us in the sale and removal, and second to pay Your Debt. We will hold any balance for You. Interest will not accrue to You on the balance.

18.7. 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. We may take action to recover the outstanding amounts including any legal and administration costs that are incurred.

18.8. Before We sell the Goods, We will give You notice in writing by e-mail, registered or recorded delivery post at Your address on the cover sheet or

any other address in the UK notified by You to Us in writing before We send Our notice. If You have not provided Us with an address in the UK We will try to contact You at any address You have provided which may include email. Our notice will specify 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 will direct You to pay Us. It will also specify that, if You fail to pay within one month 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.

18.9. We will sell the Goods for the best price reasonably available in the open market, taking into account the costs of sale.

18.10. 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.

19. Because the nature and type of goods being stored by You from time to time is entirely Your choice (subject to Condition 8 and 9) 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.

20. We provide insurance by adding Your Goods to Our policy as per the insurance options section in the cover sheet. Condition 21 applies.

20.1. We do not give any advice concerning the insurance cover given by any insurance policy and it is for You to make Your own judgement whether the cover provided is appropriate to cover the Goods and risks to them.

20.2. If You take Your own cover and produce evidence of this to Us, the fact that We inspect any insurance documents does not mean that We have approved the cover or confirmed that it is suitable or sufficient.

21. Insurance of belongings.

21.1. We shall take out and maintain a contract of insurance in accordance with a Summary of Insurance document provided to You. This will provide cover for the Goods for the value stated in the Summary of Insurance (unless you pay for extra cover) as the full total replacement value of the Goods as new on the cover sheet.

21.2. We do not carry out any valuation of the Goods and We are not responsible for ensuring that the full replacement value as new as stated by You in the cover sheet is an accurate or true valuation of the full replacement value as new of the Goods at any time. You are responsible for ensuring that insurance cover for the value of Goods insured is maintained at an adequate level throughout the period of this Agreement and You should carry out regular reviews of the Goods to ensure that this is the case.

21.3. If loss or damage occurs to the Goods as a result of any matter which may result in a claim under Our insurance policy, after receipt from You of a written direction to notify a claim, We will notify Our insurer promptly of the claim. For the purposes of processing any such claim, You shall provide Us, Our insurer or any agent of Our insurer appointed to investigate such claim with such information and evidence as may reasonably be required in relation to the claim.

21.4. We shall pay or arrange for payment to You that part of any proceeds of any claim made by Us which relates to damage or loss to the Goods after deduction of any outstanding sums due to Us from You. In the event that We make a claim under Our insurance policy in respect of loss or damage to the Goods, You acknowledge that Our liability to make any payments to You in relation to any such claim is restricted to payment to You of those sums that We recover from Our insurer under Our insurance policy in relation to the Goods.

21.5. Whilst We will, in accordance with Condition 21.3 notify claims to Our insurer, We are not under any circumstances obliged to start or threaten to start any legal proceeds in relation to any such claim.

21.6. We do not give any advice concerning the insurance cover provided by Our insurance policy. It is for You to make Your own judgement whether the cover is appropriate for Your needs or whether You would like to take out additional insurance for the Goods.

21.7. Nothing in Conditions Error! Reference source not found. or 21 shall make or be deemed to make Us Your agent.

22. If You fail to pay any storage fee then any insurance cover in respect of the Goods will cease immediately from the date such premium is due.

23. Our Liability

23.1. We exclude all liability in respect of:-

23.1.1. loss or damage relating to Your business, if any, including consequential loss, lost profits or business interruption; and

23.1.2. 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 £100 which We consider to be the normal excess on a standard household insurance policy whether or not that policy would cover the Goods.

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

24. You will be liable for and 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 or 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 by any of Your employees, agents or persons You invite or authorise to access the Site or the Unit or which arise out of the breach of this Agreement by You.

25. 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. In certain cases We may not be able to allow You access to the Unit or Site. We shall have no liability under or be considered to be in breach of this Agreement for any delay or failure in performance of Our obligations under this Agreement which results from circumstances beyond Our reasonable control. 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. If this happens, then We will not be responsible for failing to allow access to Your Goods for so long as the circumstances continue. We will try to minimise any effects arising from such circumstances

26. This Agreement shall expire on the End Date as described in Condition 27.

27. Either You or We may terminate this Agreement:-

27.1. by giving to the other written notice of not less than the required number of Notice Days (14) ending on any Due Date and termination will take effect from that Due Date, which shall be the End Date; or

27.2. If We commit a breach of this Agreement and, if the breach can be put right We do not put it right within 14 days of You notifying Us of the breach, then You may immediately terminate this Agreement by notice in writing to Us;

27.3. If You commit a breach of this Agreement and, if the breach can be put right You do not put it right within 14 days of Us notifying You of the breach, then We may immediately terminate this Agreement by notice in writing to You.

28. Immediately on the End Date, You must remove all goods from the Unit and leave the Unit clean and tidy and in the same condition as at the Start Date. If You do not do so, You shall pay Our costs of cleaning the Unit or disposing of any goods or rubbish left in the Unit or on the Site. If You do not make 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 Goods remaining in the Unit after the End Date as abandoned and may dispose of them in accordance with Conditions 18.5 to 18.10. You will also be responsible for the removal of any rubbish You create during this Agreement or following the End Date and We do not provide waste bins for Your use. If You leave rubbish on the Site or use Our bins a charge will be applied to Your account for the costs of its removal.

29. If You do not comply with any notice You give Us by removing all Goods from the Unit on the End Date then You will have to give notice again and We shall be entitled to be paid Our Fees for the period to the new End Date.

30. Termination will not affect either Your or Our outstanding rights or duties, including Our right to recover from You any money You owe Us under this Agreement.

31. 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 17. No interest will accrue on any money held by Us for You. 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.

32. You agree to examine the Goods carefully at the time You remove 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.

33. If We decide not to exercise or enforce any right that We have against You at a particular time, then this does not prevent Us from later deciding to exercise or enforce that right unless We tell You in writing that We have waived or given up Our ability to do so.

34. If any court or competent authority decides that any of the provisions in this Agreement are invalid, unlawful or unenforceable to any extent, the provision will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.

35. We consider this Agreement sets out the whole agreement between You and Us in relation to the grant to You by Us of a licence to use and access the Unit.

36. We may, at any time, modify any of the terms of this Agreement and to change or impose new or additional terms and conditions as long as such modifications and/or additional terms and conditions are notified to You 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. If You are notified of any changes and do not take any steps to terminate this Agreement, Your continued use of the Unit will be considered as Your acceptance of and agreement to the amended terms. You may terminate this Agreement without charge at any time before the changes take effect by giving notice in accordance with Condition 27.1

37. This Agreement is personal to You. You may not assign or transfer 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 27.3.

38. You agree that it is not intended that anyone other than You and Us will have any rights under this Agreement and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

39. This Agreement shall be governed by English law and any dispute or claim that either You or We bring will be decided on the basis of the laws of England and Wales by the Courts of England and Wales unless You request that Your local United Kingdom law or jurisdiction should apply (in which case that other relevant United Kingdom law and/or jurisdiction shall apply).

40. This Agreement shall not create a lease or tenancy or constitute Us as bailees of Goods.

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

42. Where You or We are required to give notice under this Agreement, any notice must be in writing and will only be considered to have been given to the other if it has been delivered by hand to the person notified or sent to its address or by pre-paid post. Any notice from Us to You will be sent to Your address written in the cover sheet 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(s) of the Goods (whether sole, joint, or co-owners) if You have previously notified Us of their name(s) and address(es). Any notice from You to Us must be sent to Our address set out in the cover sheet. A notice will be served at the time of personal delivery or forty-eight hours after it has been placed in the post.

43. We collect information about You when You register with Us and throughout the course of this Agreement. This information includes Your personal data (“**Your Data**”) and We process Your Data in accordance with the Data Protection Act 1998.

43.1. Your Data will be used for the purposes of this Agreement, processing payments, communicating with You and generally maintaining Your account with Us.

43.2. We may share Your Data with, and obtain information about You, from credit reference agencies or fraud prevention agencies or trade associations of which We are a member. We will pass Your details on to the insurer. The information provided by You may be put onto a register of claims and shared with other insurers to prevent fraudulent claims.

43.3. We will release Your Data and other account details at any time if We consider in Our sole discretion that such release 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 Site, or **(f)** if We consider the security of the Unit or its contents, or other units at the Site or their contents may be put at risk.

43.4. In the event that We sell or buy any business or assets, We may disclose Your Data and account details to the prospective seller or buyer of such business or assets or if We or substantially all of Our assets are acquired by a third party, Your Data and account details will be one of the transferred assets.

43.5. You have the right to request a copy of the information that We hold about You. If You would like a copy of some or all of Your personal information, please email or write to Us at the address set out in the cover sheet. We may make a small charge for this service.

44. Before taking any court proceedings for anything arising out of this Agreement (apart from emergency court proceedings), the complaining party shall inform the other party in writing of the dispute in as much detail as possible and You and We agree to try informal conciliation within twenty business days of the notice of the dispute. If the dispute cannot be resolved, You and We agree to use the Centre for Alternative Dispute Solution to try to resolve the dispute amicably by using an Alternative Dispute Resolution procedure before taking any other step. If the dispute is not resolved to mutual satisfaction within 90 days after notice of the dispute has been given, You or We may submit the dispute to the Court. This Condition does not affect the right of either You or Us to terminate this Agreement.

## OUR INSURANCE COVER

It is a condition of the Licence Agreement that your property is insured for its full true total value and that cover is maintained throughout the total period of storage with us by paying your storage fees in advance at all times. Insurance is included to the following levels for all customers:

Size of unit (Sq.Ft.) (approx.)	Insurance Included (£)
0 – 24	1,000
25 – 39	2,000
40 – 49	3,000
50 – 74	4,000
75 – 89	6,000
90 – 99	7,000
100 +	8,000

Please note that irrespective of whether or not you instruct us to include you within our insurance arrangements our liability for actual physical loss of or damage to your property is limited by the terms of the Licence Agreement which form part of our contract with you.

## SUMMARY OF OUR INSURANCE COVER

Under the terms of the Licence Agreement, we agree to include cover for physical loss or damage of your property whilst stored with us within our own insurance arrangements. The details of our insurance arrangements are as follows.

### INSURER

Lloyds

### TOTAL SUM INSURED

The full true total maximum value of the goods at all times as declared to us on the Licence Agreement or elsewhere in writing. The sum insured shall in no circumstances exceed £50,000 for any one customer unless confirmed in writing by us. The total sum insured can be increased on payment of an additional charge, subject to the prior agreement of our Insurers.

Transit Limit £10,000 any one vehicle

### INSURED PERILS

Actual physical loss of or damage to our customers' property caused by fire, lightning, explosion, earthquake, aircraft and articles dropped therefrom, storm, flood, bursting &/or leaking pipes, ingress of water and or other liquid substance, moth, insect or vermin from an external cause, theft accompanied by forcible and violent entry or exit to the building or unit, riot, strike, civil commotion, malicious damage, impact by vehicle or railway rolling stock.

### TRANSIT PERILS

Actual loss of or damage to our customers' property caused by Fire, Lightning, Explosion, Earthquake, Storm, Flood, Escape of Water or other Liquid Substance, Theft Accompanied by Forcible and Violent Entry or Exit, Riot, Strike, Civil Commotion, Malicious Damage and Impact and collision or overturning of the conveying vehicle / trailer

### UNDER-INSURANCE

It is a condition of the insurance that the sum insured represents the full true total value of the property stored at all times. If you fail to declare the full replacement value of your property on the Licence Agreement, in the event of a claim you will only be entitled to recover from Insurers the proportion of the loss as the declared value bears to the total replacement value of your property.

#### Example

*If you insure for £1000 when the true & correct value is £2000, you have only insured for 50% of the true value. If you then claim*

*a loss of £500, you will only be paid £250 being 50%; or, likewise, a loss of £1000 will be settled for £500 being 50%*

*Thus, it is very important you insure for the correct value.*

## BASIS OF CLAIMS SETTLEMENT

The settlement of any claim shall be by replacement, repair and/or compensation at Insurer's option. In the event of the total loss or destruction of any item insured under this Insurance, the basis of settlement shall be the cost of replacing the item as new provided that the item is substantially the same as but not better than the original when new.

### Household linen and clothing

Where any claim includes loss of or damage to any item(s) of household linen and clothing, Insurers will take into consideration the age, quality, degree of use and consequent market value of any such lost or damaged item(s).

### Documents

Where any claim includes loss of or damage to documents the basis of settlement shall relate to the reasonable costs of reprinting and/or reasonable costs of reissue and/or reconstitution including, where applicable, fresh research or exploration to obtain essential information

### POLICY EXCESS

Insurers will not pay the first £50 of each customer's claim.

### PAIRS & SETS CLAUSE

Where any items are part of a pair or of a set, Insurers shall only pay for the actual items which are lost or damaged. No payment will be made by Insurers for any items which are part of a pair or of a set and which are not lost or damaged.

### MISREPRESENTATION

It is your responsibility to take reasonable care not to make misrepresentation to insurers. This requirement includes (but is not limited to) a requirement to disclose to us if you are unable to comply with any term of this document and/or any term in the Licence Agreement. This insurance may be voidable in the event of your deliberate or reckless or careless misrepresentation that, without the misrepresentation, the insurer would not have entered into the contract at all or would have done so only with different terms.

### TIME LIMIT FOR CLAIMS NOTIFICATION

All claims must be notified to us at the time of discovery of loss or of damage to your property or at the time of removal of your property from the unit, whichever is the soonest.

If your goods become lost or damaged and you wish to make an insurance claim please notify us in writing. Your notification should be sent to us at the address or fax number detailed in your Licence Agreement.

### EXCLUSIONS

No cover is provided for the following:

Money, Coins, Bullion, Deeds, Bonds, Securities and the like.

Livestock, Explosives and Flammables

Jewellery, Watches, Precious Stones, Stamps of all kinds exceeding £500 combined total.

Furs, fine arts, perfumery mobile phones, tobacco, cigars, cigarettes, beers, wines, spirits & the like exceeding £10,000 combined total.

Electronic items exceeding £10,000 in total. Electronic items are defined as all items of consumer and commercial electrical appliances and instruments including but not limited to radios, televisions, computers, computer software, hard drives, chips, microchips, printed circuit boards and their components, modems, monitors, cameras, facsimile machines, photocopiers, VCRs, hi-fi, stereos, CD players, digital players/recorders and the like. (Heavy electrical items such as switchgear, turbines and generators and the like shall be deemed not to be electronics)

Any other goods which you are not permitted to store under the terms of the Licence Agreement

Loss of data records other than cost of blank data carrying materials.

Any consequence of War, Invasion, Act of Foreign Enemy Hostilities (whether War be declared or not), Civil War, Rebellion, Revolution, Insurrection or Military or Usurped Power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

Ensuing or indirect losses resulting from or as a consequence of claims made for loss or damage arising from an Insured Peril

Loss or damage from:

ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;

the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or nuclear component thereof,

any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion of this sub clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried stored or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.

Loss or damage from any chemical, biological, biochemical or electromagnetic weapon. The use or operation as a means of inflicting harm or any computer system, computer software program, computer virus or process or any other electronic system.

Loss of or damage to your property directly caused by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds

If at the time of loss there is other insurance in force this insurance shall only respond to the extent that losses are not recoverable under the other insurance

Loss of or damage to your property caused by or resulting from any act(s) of terrorism or any person(s) acting from a political motive.

## **CLAIMS PROCEDURE**

If your goods become lost or damaged and you wish us to make a claim on our insurance policy please notify us in writing (e-mail is preferable). Your notification should be sent to us at the details below. We will, within two business days of receiving that notification, notify the insurers of the claim and send to you at your e-mail address / address as shown on the Licence Agreement an insurance claim form for your completion, signature and return to us together with your signed inventory of damaged goods.

Please send this completed documentation to us at [enquiries@3dspacesstorage.co.uk](mailto:enquiries@3dspacesstorage.co.uk) or 3D Space Ltd, 6 Marlborough Mews, London, SW2 5TE

On receipt from you of this documentation, we will then send it immediately to the Insurance company – see next.

The insurers have appointed the company stated below to handle your claim and they will contact you directly when they have received your claim form.

Cunningham Lindsey UK Ltd  
Specialist Sectors  
PO Box 76  
Cardiff  
CF11 1JX

T: 0845 604 7938  
F: 0845 604 8632  
[reasons@cl-uk.com](mailto:reasons@cl-uk.com)

PLEASE NOTE THAT ANY GOODS YOU ARE CLAIMING FOR **MUST REMAIN ON SITE** SO A LOSS ADJUSTOR CAN INSPECT THEM PRIOR TO ANY DISCUSSIONS RELATING TO THE CLAIM CAN OCCUR.

## **CUSTOMER SERVICE**

If you feel you have not been offered a first class service please write and tell us and we will do our best to resolve the problem. You may alternatively, if preferred, contact the Insurance Administrator: Reason Global Insurance. 4<sup>th</sup> Floor, Lyndean House, 43-46 Queens Road, Brighton, BN1 3XB

In the unlikely event you remain dissatisfied, please write to The Complaints Department at Lloyds who may, in certain circumstances be able to review the matter: Complaints Department, Lloyds, One Lime Street, London, EC3M 7HA. 020 7327 5693 / [complaints@lloyds.com](mailto:complaints@lloyds.com).

In the event you wish to pursue matters further you may be able to refer the matter to the Financial Ombudsman Service.

The Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR Helpline: + 44 (0)845 080 1800 / [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk).

## Financial Services Compensation Scheme

Lloyds is covered by the Financial Services Authority' Compensation Scheme (FSCS). You may be entitled to compensation from the Scheme if they are unable to meet their obligations. This depends on the type of business and the circumstances of the claim. Further information about compensation scheme arrangements is available from the FSCS. Financial Services Compensation Scheme, 7th Floor Lloyd's Chambers, Portsoken Street, London, E1 8BN United Kingdom Tel: 020 7892 7300 E-mail: [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk)