

Licence Conditions

1. In this Licence, the following words have the following meanings:

Access Hours

The hours We permit access to the Unit (as displayed on site)

Business Customer

A customer who is not a domestic customer

Deposit

The amount specified in Part 1 of this Licence

Domestic Customer

Any natural person who is acting for purposes which are outside his trade or profession

Due Date

The start date specified in Part 1 of this Licence and thereafter on the corresponding date in each continuing period specified in Part 1 of this Licence (or if the period is four weekly, the first day in each four week period) or in each case on the previous business day if the Due Date falls on a Saturday, Sunday or public holiday.

The Goods

Anything You store in the Unit at any time during this Licence

The Licence

These conditions and the information set out in Part 1 of this Licence

Licence Commencement Date

The start date specified in Part 1 of this Licence

Licence End Date

The date specified in Part 1 of this Licence (if any) or if the licence continues on a periodic basis, the date of termination of this Licence in accordance with Condition 21 or 22.

The Licence Fees

The amount specified in Part 1 of this Licence or as most recently notified to You by Us

Loss or Damage

Identifiable losses, destruction of or damage to Your Goods due to wilful acts or omission, including theft by forcible entry or damage while the Goods are in the Unit in accordance with Condition 19.2 (Restricted Liability) or 19.3 (StoreProtect), where applicable.

Prompt Payment

In respect of payment of each and every sum due under this Licence, payment on the Due Date and in respect of any sum being due under any other agreement between You and Us, payment within seven (7) days of that sum being demanded in writing

Replacement Value

The current cost of replacing Your Goods as new, except for:

- household linen and clothing, motorcars, motorbikes, boats, caravans, motorhomes and any other motorised vehicle, where the Replacement Value allows for the age, quality, degree of use, existing damage and consequent market value;
- any Goods which cannot be purchased new (such as antiques or works of art, for example), where the Replacement Value shall be the current market value; and
- documents, where the Replacement Value shall be calculated as the physical cost of replacing the documents and/or cost of reprinting, re-issue and/or reconstitution, but excluding the value of the information contained in the documents

Maximum Replacement Value

The maximum sum total of the Replacement Value for all Goods at any time throughout the period of storage.

Site

The premises on which the Unit is situated

Unit

The storage unit specified in Part 1 of this Licence or any alternative storage unit We may specify under Condition 11.

StoreProtect Charges

The additional charges set out in Part 1 of this Licence for StoreProtect

We, us, our

The relevant storage company specified in Part 1 – e.g. Safestore

You, Your

The customer named in the Licence

You may have other rights granted to You by law in addition to those set out in these Licence Conditions, which We may not exclude. These Terms and Conditions do not affect those other rights granted by law. If You wish to obtain further information about Your rights, You should speak to Your local Citizen's Advice Bureau or Trading Standards Office.

2.

- 2.1. So long as the Licence Fees are paid up to date, We will license You (but no other person) to use the Unit for the storage of Goods in the Unit in accordance with this Licence from the Licence Commencement Date until this Licence expires or is terminated.
- 2.2. You are deemed to have knowledge of the Goods in the Unit.
- 2.3. We do not have and will not be deemed to have knowledge of the Goods in the Unit, or of the nature, condition or state of repair of any such Goods.
- 2.4. This Licence shall not create a tenancy or lease or similar arrangement.

3.

- 3.1. You have the right to access the Unit at any time during the Access Hours 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, unless We have agreed to extended or 24 hour access. 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 on a temporary basis to other reasonable Access times at any time without giving any prior notice. You will be entitled to terminate the Licence with immediate effect with no penalty if Your Access Hours are reduced on a permanent basis.
- 3.2. Only You and persons authorised in writing or accompanied by You will be allowed to have access to the Unit. You are responsible for the actions of anyone that You authorise to access the Site and for anyone that You allow to accompany You on to the Site. Any such person is Your agent for whose actions You are responsible for to Us and other users of units at 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 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 reasonable 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.

You are responsible for providing a secure padlock for the Unit and 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. You are not permitted to apply a padlock to the Unit in Our overlocking position and We may have any such padlock forcefully cut off at Your expense. Where applicable, You will secure the external gates and/or doors of the Site. We will not be responsible for locking any unlocked Unit or for looking after Your key. You should not leave Your key with and/or provide Your pin number to, 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 such person is Our employee or agent. We do not accept 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 (7) 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 (but We will give You notice as soon as practicable afterwards as long as We are not prevented by law from doing so);
- 5.3. if We reasonably believe that the Unit contains any items described in Condition 8 or is being used in breach of Condition 9;
- 5.4. if We are required to do so by the Police, Fire Services, Local Authority, HM Revenue & Customs, Trading Standards or by a Court Order;
- 5.5. to obtain access in accordance with Conditions 11 (relocation) and 17 (sale of Goods if You default on payment);
- 5.6. for any purpose, without prior notice if We believe it is necessary in the event of: an emergency or to prevent injury to persons or damage to Our own property and to carry out Our duty to safeguard Goods belonging to You or other customers;
- 5.7. to prevent injury or damage to persons or property; or for the purpose of checking 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 that throughout this Licence, 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 Licence and that You act as a duly authorised agent of any such person. You will pay any costs We incur or claims made against Us if this is not true.

7.

We may refuse to permit You to store any Goods or require You to collect any Goods from the Unit if in Our reasonable 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.

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

- 8.1.1. food or perishable goods unless securely packed in hard plastic or glass containers so that they are protected from and do not attract vermin;
- 8.1.2. Goods where the value to You cannot be assessed on a financial basis;
- 8.1.3. any Goods which are contaminated with food or any other substance which may deteriorate, rot, become mouldy or attract vermin
- 8.1.4. Lithium ion batteries exceeding a watt-hour (Wh) rating of 160 Wh UNLESS they are built-in and cannot be removed from otherwise permitted Goods (see Conditions 8.1.6, 8.1.7 and 8.2);
- 8.1.5. portable battery chargers, power banks or any similar portable power source;
- 8.1.6. More than five (5) E-Scooters, E-Bikes, E-Skateboards or any similar battery-powered vehicles in any one Unit unless the battery has been removed and is not being stored in the Unit;
- 8.1.7. More than ten (10) laptops, tablets, children's toys or other similar items containing built-in batteries in any one Unit unless agreed by Us in writing;
- 8.1.8. plants, birds, fish, animals or any other living creatures;
- 8.1.9. combustible or flammable materials or liquids such as gas, paint, petrol, oil or cleaning solvents;
- 8.1.10. firearms, explosives, weapons, ammunition or any components of these;
- 8.1.11. chemicals, radioactive materials, biological agents;
- 8.1.12. toxic waste, asbestos or other materials of a potentially dangerous nature;
- 8.1.13. any item which emits any fumes, smell or odour;
- 8.1.14. compressed gases;
- 8.1.15. any illegal substances, illegal items or goods illegally obtained such as counterfeit goods, illicit (counterfeit/smuggled) tobacco or alcohol and unlicensed or unsafe goods (such as toys, electrical goods, medicines, aerosols, cosmetics, fireworks);
- 8.1.16. goods which are environmentally harmful or that are a risk to the property of any person;
- 8.1.17. items which are irreplaceable or of high value requiring specialist storage, such as currency, jewellery, bullion, furs, deeds, bonds, securities, works of art, antiques, fine wines and items of personal sentimental value;
- 8.1.18. waste materials including any materials or goods for export deemed to be waste, such as used electrical equipment (unless tested and certified for re-use), used vehicles or used vehicle parts.

- 8.2. When storing any Goods that contain built-in batteries including, but not limited to, laptops or tablets, children's toys, E-Scooters, E-Bikes, E-Skateboards or any similar battery-powered vehicles (see Conditions 8.1.6 and 8.1.7), You must ensure:
 - 8.2.1. the Goods are free from visible physical defect or fault; and
 - 8.2.2. such Goods are not stacked and are stored allowing air circulation.
 - 8.2.3. We recommend all batteries are stored with the lowest practical charge.
- 8.3. You will be liable under Condition 20 for any breach of this Condition 8
- 8.4. You must ensure that Goods brought into storage are securely and properly packed or bottled and not otherwise in a condition that may cause damage or injury to the Unit or the Site or any other unit on the Site or any other property, whether by spreading damp, infestation, leakage or the escape of fumes or substances in any other way.

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 or may become a nuisance to Us or the users of any other unit or any person on the Site;
- 9.2. use the Unit as offices or living accommodation or as a home or business address and not use the address of the site or Unit for receiving mail;
- 9.3. spray paint or do any mechanical work of any kind in the Unit;
- 9.4. attach anything to the internal or external surfaces of the Unit or paint or make any alteration to the Unit;
- 9.5. 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;
- 9.6. 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 (which includes by removal, haulage or delivery contractors) and if You cause any damage You must (at Our option) repair, restore or replace such damage or item or reimburse the reasonable costs of making necessary repairs, restoration or replacement or make proper compensation to other unit users at the Site;
- 9.7. leave anything in or obstruct or block any passageway, stairway, service area or other part of the Site and You must at all times be courteous to others and take reasonable care for Your own safety and that of others in using these areas;
- 9.8. leave on Site any waste or refuse that is created by storing the Goods and You will be charged the reasonable costs of disposing of such waste or refuse if You do not comply with this Condition;
- 9.9. connect or provide any utilities or services to the Unit unless authorised in advance in writing by Us;
- 9.10. use or do anything at the Site or in the Unit which may invalidate or increase premiums under any insurance policies taken out by Us or any other person;
- 9.11. ignore any regulations in force from time to time at the Site and in particular You undertake to observe and comply with the "No Smoking" policy that is in effect for every unit at the Site and its common parts;

- 9.12. display any signs at the Site or on the windows or doors of Your Unit without Our written consent; or
- 9.13. distribute any leaflets or promotional materials to other customers at the Site whether direct to the units or in the common parts.

10.

You must (and You will ensure that anyone authorised by You to access the Site 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 as soon as 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.

11.

This Licence does not give You any right to exclusive possession of the Unit.

- 11.1. We reserve the right to relocate You to another unit specified by Us, which shall not be smaller than the current Unit:
 - 11.1.1. by giving 14 days' notice during which You can elect to terminate the Licence under Condition 22; or
 - 11.1.2. by giving 14 days' notice if We close the Site or any part of the Site for redevelopment, in which case We may require You to move the Goods from the Unit to another unit at another site which We shall try to ensure is as near as possible to the Site in the given circumstances; or
 - 11.1.3. on shorter notice 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.
- 11.2. If We do require You to relocate then We agree to pay Your reasonable costs of removal which have been approved in writing by Us in advance of the removal.
- 11.3. 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 on Your behalf and the removal will be at Your risk (except for loss or damage caused wilfully or negligently by Us and Our agents and contractors, which is subject to the limitations in Condition 19).
- 11.4. If the Goods are moved to an alternative unit, this Licence will be varied by the substitution of the alternative unit number and site name (if applicable) but shall otherwise continue in full force and effect and the Licence Fees at the rate in force for the original unit at the time of the removal will continue to apply to Your use of the alternative unit.

12.

You must pay Us the Licence Fees for the minimum period of storage (if applicable) or otherwise the charge period specified in Part 1 on signature of this Licence. After that, You must pay the Licence Fees in advance on each Due Date.

- 12.1. If Your storage contract is linked to a minimum stay and You leave before this stay ends You will be liable for all charges to the end of the agreed minimum stay period (i.e. up to the earliest vacate date).
- 12.2. If You do not pay any Licence Fees by the Due Date then We may immediately without notice to You withdraw any further discounts, deductions, business services (if applicable) or other rebates on the Licence Fees which We have agreed to grant to You.
- 12.3. In support of Our Green policy, We will not print or post invoices to Our customers. However, if requested, invoices will be sent via email.

13.

We may alter the Licence Fees at any time by giving You at least 20 days written notice and the new Fees shall take effect on the day after this 20 day notice period. You may terminate this Licence without charge at any time before the new Fees take effect.

14.

No payment will have been made until We have received clear funds. It is Your responsibility to see that payment is made directly to Us on time and in full throughout the period of storage. Any Licence Fees paid by direct transfer will not be credited to Your account unless You identify the payment clearly and as directed by Us so We can see it relates to Your account. We shall have no liability to You and You will cover any reasonable costs or losses incurred by Us if We take steps to enforce the Licence (including the sale of Goods) due to Your failure to identify a payment.

- 14.1. In the event that a direct debit is dishonoured, We will charge You an administrative charge of £15 each time a direct debit is not allowed.
- 14.2. If You do not pay the Licence Fees by the Due Date then We will charge You Our standard late payment fees based on the length of time the payment is overdue as notified to You in Our late letters.
- 14.3. You will be responsible for and agree to pay any costs incurred by Us in collecting late or unpaid Licence Fees, or in enforcing this Licence in any way, including but not limited to postal, telephone, unit inventory, debt collection, personnel and/or default action costs and associated legal and professional fees.
- 14.4. Where You have more than one licence with Us, all will form one account with Us and We may in Our sole discretion choose to apply any payment made by You or on Your behalf for this Licence against any debt due from You to Us on any licence in the account.
- 14.5. If You make a part payment of any of the Licence Fees outstanding under this Licence and We retain Your part payment, this will not affect Our ability

to take any action against You or to exercise any rights We have under this Licence in respect of the Licence Fees which remain outstanding from You. The time period from which We may take such action will still start from the Due Date on which the original Licence Fees were due and the Due Date will not be extended as a result of Your part payment.

15.

All sums payable to Us under the Licence will become due immediately upon termination of the Licence unless You have terminated this Licence due to Our negligence. Any calculation of the outstanding fees will be made by Us.

16.

16.1. You must pay Us the Deposit on Your signature of this Licence. We may deduct from the Deposit any reasonable amount We may in Our sole discretion require to cover:-

16.1.1. any breach of Condition 9.6 (damage caused by You or Your agents);

16.1.2. any of the Licence Fees which have not been paid or any unpaid removal or other charges; or

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

16.2. We will return the balance of the Deposit to You (without interest) by credit card or electronic transfer, subject to the way You previously paid Your Licence Fee, no more than 21 days after this Licence terminates. If We are unable to process the repayment following vacation, unclaimed deposits and credit balances will be forfeited after 12 months.

16.3. If We deduct any monies from the Deposit You shall on request without delay make up the difference so that the Deposit balance is not reduced.

17.

We take the issue of Prompt Payment very seriously and We have a right of lien over the Goods. A lien means that We have a right to retain the Goods until We have received full payment of the sums due to Us and We may sell or dispose of the Goods as described below. The lien lasts until the payment in full has been made either by credit or debit card payment or received by Us as cleared funds in our bank account.

17.1. Regardless of Condition 22, if any sum payable under the Licence is not paid when due, then You agree that, in addition to any other rights We may have:

17.1.1. the Goods are left in the Unit at Your sole risk;

17.1.2. without limiting Conditions 17.1.1 or 19, We exclude liability in respect of the Goods when payment of the Licence Fee or any other charges is overdue;

17.1.3. We will be entitled without further notice 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 received by Us in full; and

- 17.1.4. We may apply the Deposit against the unpaid amount and, if is not sufficient to clear the debt in full, We may hold onto and/or ultimately sell or dispose of some or all of the Goods in accordance with this Condition 17.
- 17.2. If any sum payable under the Licence is still outstanding one month after the service of written notice from Us requiring You to pay all outstanding amounts in full, or if You fail to collect the Goods after We have required You to collect them or if You fail to collect the Goods on expiry or termination of this Licence, We may in Our absolute discretion:
 - 17.2.1. recover possession of the Unit and move Your Goods to the nearest alternative storage facility available for such purpose and 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;
 - 17.2.2. send You a further notice in writing setting out the amount outstanding at the date of that notice and informing You that, if You do not pay the outstanding amount in full within 14 days of the date of the notice, We will sell some or all of the Goods as if We were the owner of the Goods and will pass all ownership of the Goods to the buyer. If You do not make payment in full within the time limits set out in the notice to sell, You authorise and consent to the sale or disposal of all Goods without further notice regardless of their nature or value.
- 17.3. We will sell the Goods by any method(s) reasonably available to achieve the best price reasonably available in the open market, taking into account the costs of sale.
- 17.4. If We sell the Goods, We will apply the sale proceeds first against the costs incurred by Us in administering the debt collection and sale process, such as removal and cleaning costs, auction and collection costs and a charge for Our management time, and second to pay the debt due from You.
- 17.5. If sale proceeds are not enough to settle in full all of these costs and the outstanding sums due from You, You acknowledge that You will remain responsible for the balance and We will take action to recover the outstanding amounts through a debt collection agency. You will then also be responsible for the debt collection agency fees.
- 17.6. If the sale proceeds are more than required to settle in full all of these costs and the outstanding sums due from You, We will hold the balance for You but We are not required to give You any interest on it.
- 17.7. If, in Our opinion and entirely at Our discretion, Your Goods are either not saleable, fail to sell when offered for sale, or are not of sufficient value to warrant the expense of attempting to sell, You authorise Us to treat the Goods as abandoned and We may dispose of all Goods by any means at Your cost.

- 17.8. We may dispose of Your Goods at our discretion including but not limited to in the following circumstances: in the event that Goods are damaged due to fire, flood or other event that has made the Goods, in Our opinion, severely damaged, of no commercial value, or dangerous to people or property or in the event that the Goods may contain personal data belonging to you or others. We do not need Your prior approval to take this action but will send You notice within seven (7) days of assessing the Goods.
- 17.9. You acknowledge that We shall be entitled to continue to charge for storage from the date the debt becomes due until payment is made in full or the Goods are sold or disposed of.
- 17.10. If You do not pay fees on the Due Date, the value of any discounts and special offers (including periods of free storage) which You have received will be payable by You in full.
- 17.11. Notices will be sent by email and/or where We consider it necessary, by hand, registered letter or recorded delivery service. They will be sent to the address last notified by You to Us. If no address within the UK has been provided, We will use any land or email address We hold for You and any Alternate Contact Person.
- 17.12. You agree that We may immediately move, sell or dispose of any items that You leave unattended in common areas or outside Your Unit at any time with no liability to You.

18.

Because the nature and type of goods being stored by You from time to time is entirely within Your discretion (subject to the restrictions in Conditions 7 and 8) You must ensure that the Unit is suitable for the storage of the goods that You store or intend to store in it. We cannot guarantee and make no assurance that any unit allocated to You is a suitable place or means of storage for any particular goods and accept no liability in this regard. We strongly advise You to inspect the Unit before storing Goods in the Unit and from time to time throughout the period of this Licence. All Unit sizes are approximate and there may be small variations in Your Unit size from those described and We accept no responsibility for such inaccuracies. If You have exact requirements, You are required to ensure the size of the Unit allocated is correct with the Site before signing the Licence. In signing this Licence You agree to the actual size of the unit You use and not any represented unit size.

19. RISK AND RESPONSIBILITY

- 19.1. Our liability will commence from the time Your Property is placed by You into Your storage Unit(s) and the Unit is locked by You (see Condition 4) and ceases immediately upon removal of Your Property from Your storage Unit(s).
- 19.2. **Restricted Liability**
- 19.2.1. **Unless and until a higher limit of liability has been fixed under a StoreProtect Addendum and continues in effect, Our liability for Loss or Damage is limited to negligence only up to a maximum of £100 for any one event or series of connected events.**
- 19.2.2. Please note that We do not insure the Goods whilst they are on Site. It

is a condition of this Licence that the Goods remain insured at all times while they are in storage against all Normal Perils for their Maximum Replacement Value (as new) as specified by You in Part 1. Normal Perils in this Condition mean actual loss of or damage to Goods caused by fire, lightning, explosion, earthquake, storm, flood, escape of water from any apparatus, theft by violent or forcible means, subsidence, riot and civil commotion, malicious damage, impact by vehicles, aircraft or aerial devices, vermin damage, collapse or partial collapse of building.

19.2.3. You undertake to Us that:

19.2.3.1. prior to bringing the Goods onto the Site You have taken out adequate insurance in respect of the Goods under a policy which covers at least Normal Perils (as set out above) with a reputable insurance company and will not cause or allow that insurance cover to lapse whilst the Goods or any of them remain on the Site and You acknowledge that You shall be responsible for all uninsured risks including Normal Perils;

19.2.3.2. the insurance cover that You take out is for a sum which is at least equal to the Maximum Replacement Value of the Goods stored in the Unit from time to time; and

19.2.3.3. You will supply Us with evidence that You have taken out such insurance cover before You bring the Goods onto Site and promptly if We request You to provide evidence of such cover throughout the period of the Licence.

19.2.3.4. We do not give any advice concerning insurance and it is for You to make Your own judgment whether such insurance is appropriate to cover the Goods and risks to them. Inspection by Us of any insurance documents provided by You to demonstrate cover does not mean We have approved the cover or confirmed it is sufficient.

19.3. StoreProtect – Enhanced Liability Option

19.3.1. As an alternative to Restricted Liability, We can accept an enhanced liability for Loss or Damage which may occur during storage under StoreProtect up to your stated Maximum Replacement Value.

“StoreProtect” means an agreement by Us to accept an enhanced liability for Loss or Damage to Your Goods as described in Part 4 – StoreProtect Addendum (where applicable). If you opt for StoreProtect, You have the option, but not the obligation, to insure Your Goods. If you do not opt for StoreProtect, You must provide evidence to Us that Your Goods are adequately insured for all of the Normal Perils listed in Condition 19.2.2 prior to Us granting access to Your Unit and while Your Goods remain on site.

19.4. Nothing in this Licence is intended to limit Our liability to You where it would be unlawful to do so. This includes liability for physical injury to, or the death of, any person resulting directly from Our negligence or for fraud or wilful default or that of Our agents or employees.

19.5. Subject to Conditions 19.1 to 19.3 above, We exclude all liability in respect of Loss or Damage:

19.5.1. caused by Us or Our employees or agents in circumstances where there is no breach of legal duty or care owed to You by Us or by any of Our employees or agents;

- 19.5.2. that is not a reasonably foreseeable result of any breach (and something is reasonably foreseeable either if it is obvious it will happen or, if at the time this Licence was signed, both We and You knew that the loss or damage might happen);
- 19.5.3. if You are using the Unit in part or in whole for commercial purposes, for loss of profits (whether direct or indirect), loss of business opportunity, loss of goodwill, loss of contract nor for other economic loss (direct or indirect); or
- 19.5.4. which arises from or to the extent it is increased as a result of a breach by You of any term of the Licence.
- 19.6. We accept no liability for any value which is purely sentimental.
- 19.7. You confirm that:
- 19.7.1. You have agreed on Part 1 of this Licence the Maximum Replacement Value (as new) of all the Goods;
- 19.7.2. the Replacement Value (as new) of the Goods stored in the Unit from time to time will not exceed the Maximum Replacement Value unless You have agreed this in writing with Us.
- 19.8. In certain cases We may not be able to allow You access to the Unit or Site, or carry out some of Our other obligations because of something that is outside Our reasonable control. This could include any natural disaster, riot, strike or lock-out, trade dispute or labour disturbance, electrical power failure, act of 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 event continues. We will try to minimise any effects arising from such circumstances, but if We have not managed to resolve the situation within 3 weeks You will be entitled to terminate the Licence without charge and to remove Your Goods at the earliest available opportunity.
- 19.9. You agree to comply with this Licence and all relevant laws and regulations that are or may be applicable to the use of the Unit. This includes laws relating to the Goods and how they are stored. You are responsible for any breach of those laws and You must compensate Us for the full amount of any claims, liabilities, demands, damages, costs and expenses We incur due to Your breach of laws. If We have reason to believe that You are not complying with all relevant laws, We may take any action We believe to be necessary, including:
- 19.9.1. the action described in Conditions 5 and 22.5;
- 19.9.2. contacting, cooperating with and/or submitting Goods to the relevant authorities; and/or
- 19.9.3. immediately disposing of or removing Goods at Your cost, and You agree We may take such action at any time even though We could have acted earlier.

20.

You will reimburse Us for the full amount of all claims, demands, liabilities damages, costs and expenses (including reasonably incurred legal and professional fees) that We or others incur which arise out of either:

- 20.1. the use of the Unit or the Site by You or anyone You allow to access the Unit or the Site (including but not limited to the ownership or storage of Goods in the Unit, the Goods themselves and/or accessing the Unit or Site); or
- 20.2. breach of this Licence by You or anyone You allow to access the Unit or Site; or
- 20.3. Our costs of enforcing any Conditions of this Licence; or
- 20.4. Any dispute as to the ownership of the Unit and/or Goods or as to the person who is entitled at law to have possession of the Unit and/or Goods.
- 20.5. You will not be responsible for losses We incur which arise from Our breach of this Licence (including where Our breach has put You in breach of this Licence).
- 20.6. Your responsibility for outstanding moneys, property damage, personal injury, environmental damage and legal responsibility under this Licence continues to run beyond the termination of this Licence.

21.

This Licence shall expire on the Licence End Date or if no Licence End Date is specified in Part 1 and the Licence renews periodically after the minimum storage period then it can be terminated as described in Condition 22.

22.

Either You or We may terminate this Licence as follows:-

- 22.1. by giving not less than the agreed written notice stated in Part 1 (usually fourteen (14) days) to the other and termination will take effect from the date specified in the notice or (if no date is specified) the date which is fourteen days after the date of the notice, which shall be the Licence End Date; or
- 22.2. if We commit a breach of this Licence, which We do not put right within 14 days of You notifying Us of it, then You may immediately terminate this Licence; or
- 22.3. if We notify You of any change to the Licence Fees or any other Condition of this Licence and You do not accept the change, You may terminate this Licence without charge at any time before the new or amended Conditions take effect by notice in writing to Us; or
- 22.4. if You undertake any illegal or environmentally harmful activities then We may immediately terminate this Licence; or
- 22.5. if You breach this Licence in any other way and, if that breach can be put right, You do not put that breach right within 14 days of Us notifying You of it then We may immediately terminate this Licence, (and in each case where We or You can terminate immediately, the Licence End Date shall be the date the notice is effectively served on You or Us under Condition 33); and
- 22.6. if We enter the Unit for any reason and there are no Goods stored in it, We may terminate the Licence without giving prior Notice.

23.

On the Licence 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 Licence Commencement Date. If You do not do so, You shall pay Our reasonable costs of cleaning the Unit or disposing of any Goods or rubbish left in the Unit or on the Site. We may treat Goods remaining in the Unit after the Licence End Date as abandoned and may dispose of them in accordance with Conditions 17.3 to 17.8. You will also be responsible for the removal of any rubbish You create during this Licence. 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 cost of its removal.

24.

The Licence Fees will be apportioned on a daily basis for any period of less than the charge period. Where this Licence has terminated and You have paid more of the Licence Fees and charges than are due at the Licence End 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 16. Where any payments are still outstanding from You which are not covered by the remaining Deposit, You must pay Us in full before We will release the Goods to You. Any calculation of the outstanding fees will be done by Us. If You do not pay Us such amounts, Condition 17 may apply.

25.

You agree to examine the Goods carefully upon removing 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.

26. PERSONAL INFORMATION

- 26.1. We collect information about You on registration and whilst this Licence continues, including personal data (Your Data). We process Your Data in accordance with the General Data Protection Regulation and all associated laws.
- 26.2. We will use Your Data for the purposes of this Licence, to process payments, communicate with You and generally maintain Your account. More detail as to how and why We collect information about You, how We will use it and Your rights in relation to Your Data are set out in Our Customer Privacy Policy which is available on Our website www.safestore.co.uk/privacy. We will ask for Your specific consents and preferences regarding the use of Your Data as and when We are required by law to do so.
- 26.3. We may share Your Data with, and collect information about You from, credit reference or fraud prevention agencies (including Police, Counter Terrorism and HM Customs & Excise), Debt Collection agencies and trade associations of which We are a member. If You opt for StoreProtect, We may pass Your details on to our insurer or our claims agent.
- 26.4. We will release Your Data and other account details at any time if We consider in Our sole discretion this is appropriate: (a) to comply with the law; (b) to enforce this Licence; (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, (f) if We consider the security of any unit at the Site or its

contents may otherwise be put at risk. Also, if 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. If substantially all of Our assets are acquired by a third party, Your Data and account details will be one of the transferred assets.

- 26.5. You have the right to request a copy of the information that We hold on You. If You would like a copy of some or all of Your personal information held by Us, please email privacyofficer@safestore.co.uk or write to the Privacy Officer, Safestore, Brittanic House, Stirling way, Borehamwood, Herts, WD6 2BT.
- 26.6. You will be required to nominate one or more people as Authorised Contact Persons (ACP) to manage Your account at the time You sign this Licence or notify Us in writing at any later time if you wish to change the ACP. You may (but are not obliged to) nominate one or more people as Authorised Access Persons (AAP) to have access to the Unit by naming them as AAP in Part 1 or notifying Us in writing at any later time.
- 26.7. For Your nominated ACP, You authorise Us to contact that person, provide and discuss the details of Your account and any default of this Licence by You and generally to deal with such Alternative Contact as Your agent in relation to this Licence, in particular if We are unable to contact You at the contact details You have supplied to Us for any reason.
- 26.8. You confirm that You have the right to provide to Us the personal data of any such ACP or AAP and to authorise Us to use such data for the specific purposes set out in Conditions 26.6 and 26.7. You agree to inform Us in writing of any changes to Your details or those of any ACP or AAP as soon as possible following the change.
- 26.9. We will not share Your Data with a person identifying themselves as Your spouse or partner unless such person is named as an ACP to manage Your account.

27.

You acknowledge and agree that:

- 27.1. the terms of this Licence constitute the whole contract with Us;
- 27.2. in entering this Licence, You have not relied on any statements or representations made orally or otherwise which are not included in this Licence;
- 27.3. You have raised all queries relevant to Your decision to enter into this Licence with Us and We have, prior to You entering into this Licence, answered all such queries to Your satisfaction;
- 27.4. any matters resulting from such queries have, to the extent required by You and agreed to by Us, been recorded in writing in the terms of this Licence; and
- 27.5. 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.

28.

If any part of this Licence is found to be void or unenforceable then that part of the Licence shall be removed, but the remainder of this Licence will continue to apply.

29.

This Licence is personal to You. You may not transfer this Licence, to any other person, firm or company and a breach of this Condition is a serious breach under Condition 22.5.

30.

No one other than You or Us will have any rights to enforce any of the Conditions of this Licence.

31.

This Licence shall be governed by the laws of England and Wales. 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 alone unless You request that Your local United Kingdom jurisdiction or law should apply (in which case that other relevant United Kingdom jurisdiction and/or law shall apply). Before taking any court proceedings for anything arising out of this Licence, both You and We agree to try to settle any dispute by informal conciliation. The complaining party shall inform the other party in writing of the dispute in as much detail as possible. If the dispute cannot be resolved, You and We agree to use the Centre for Effective Dispute Resolution (www.cedr.com) to try to resolve the dispute amicably. If the dispute is not resolved within ninety (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 Licence.

32.

Where You are two or more persons Your obligations under this Licence shall be obligations of each of You jointly and separately.

33.

If You need to contact Us, please contact Us at the address at the start of the Licence. We will also contact You at the address You have given in this Licence unless You let Us know in writing of a different address.

34.

We reserve the right at any time to modify this Licence and to change, impose new or additional Terms & Conditions on Your Licence. Such modifications and/or additional Conditions will be notified to You in writing, by post or email, giving You 20 days' notice of their effective date. If You continue to use the Unit, We will be entitled to take this as Your acceptance of the new or amended Conditions. If You do not want to accept the new or amended Conditions, You may terminate this Licence without charge at any time before the new or amended Conditions take effect by notice in writing to Us.

35.

35.1. Any notice which is given by either You or Us:

35.1.1. must be given in writing (delivered by hand or by post) or via email;

- 35.1.2. if given by Us, notice shall be addressed to You and posted or emailed to Your address / email address contained in Part 1 of this Licence or any other address in the United Kingdom that You have notified to Us in writing; and
- 35.1.3. if given by You, notice must be addressed to Us and posted or emailed to Our address / email address contained in Part 1 of this Licence.
- 35.2. A notice will be served at the time of delivery by hand or 48 hours after it was placed in the post or at the time the e-mail was sent by the sender, provided that the sender does not receive an e-mail message stating that the e-mail has not been received by the intended recipient.
- 35.3. You are to notify Us promptly in writing of a change of Your address, phone numbers and email address shown in Part 1 of this Licence, any change in Your billing details and/or any change to the contact details provided for any Alternate Contact Person.

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