

# TERMS & CONDITIONS RELATING TO SELF STORAGE UNIT HIRE



"Access"	Your right to access the Unit(s) during Access Hours for the purpose of depositing, removing, substituting, or inspecting the Goods;
"Access Hours"	You may access your Unit (in accordance with this agreement) anytime 7 days a week. We may change these hours, but will try to inform you of this in advance;
"Charges"	The amount we charge you for the lease of the Unit(s) at our Site, including any interest, administrative or legal fees incurred by us or our agents, in the process of recouping our losses;
"Deposit"	One month rental, payable in advance by one or more of the stated methods: cash/cheque with valid bank guarantee card/direct debit or BAC's transfer.
"Goods"	possessions which the customer stores in the Unit(s) during the Hire Period;
"Hire Period"	The amount of the time that we have agreed for you to lease the Unit(s) under the terms of this agreement;
"Key Information"	Summary of information specific to yourself and this agreement, which you have agreed and attached to this agreement;
"Prohibited Items"	Any creature, bird or fish, either living or dead, or perishable goods that may attract vermin, combustible of flammable material or liquids, firearms, explosives, weapons or ammunition, chemicals, radioactive materials, biological agents, toxic waste, asbestos or other materials of a potentially dangerous nature, compressed gases, illegal substances, illegal items, or goods illegally obtained;
"Site(s)"	Our premises, designated from time to time, on which we lease our Units to customers' use for self storage;
"Unit(s)"	Separate containers available for lease by us to our customers, as shown on the key information sheet;
"Value"	Agreed maximum aggregated sum, as specified in Key Information sheet;
"We" or "Our"	Devon & Dorset Storage Ltd, registered office River View Quarry, Newton Road, Totnes, TQ9 6LS (or one of our group companies) as added to or amended from time to time;
"You"	The customer, and your contract details as shown on the Key Information sheet;

## Agreement

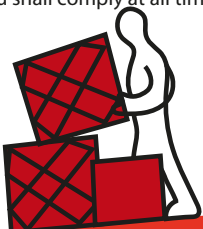
1. We agree to lease you the Unit(s) for the purpose of storing your Goods at the Site specified above in return for payment of our Charges for the Hire Period in accordance with this agreement. We grant you a right of Access to the Site during the Access Hours for the purposes of accessing the Units(s).

## Charges and Hire Period

2. The Hire Period shall start from the date specified above or from the date you first store your Goods in the Unit(s), whichever is earlier, and shall continue on a month to month basis until terminated by either party in writing by giving not less than one full week's notice.
3. We require a Deposit in advance of the start of the Hire Period. This is fully refundable and will be returned within 30 days when you relinquish your Unit(s) in the condition that it was in before your Hire Period.
4. We require one month's rental and also (on a pro-rata basis) any additional days after the 15th of the calendar month until the end of that same month to be payable in advance.
5. Our rental charges are set out on our Price list, as amended from time to time, available on request. Rent is payable for each Unit(s) booked based on the rate applicable for the Hire Period. First payment is due on signing of this agreement, along with the Deposit, and subsequent payments are due in advance on 1st day of the month by cash/cheque with valid bank guarantee card/direct debit or BAC's transfer. We will notify you of increases in rental or Charges in advance of such payments being due. Unless otherwise agreed in writing, padlocks and other additional items will be in addition to the rent and will be itemised on your invoice separately.
6. If you fail to pay the rent or any due Charge by the due date, we reserve the right to levy additional charges, including a fixed late payment administration charge of £10 per week or part of a week and interest at no more than 5% over Lloyds TSB bank base rate on the balance outstanding over the period until full payment is made, less any late charges penalties.
7. We have a lien over the Goods until any due payment is made. If you do not pay the rent or other due Charges within 21 days of the due date, we (or our agent) may enter the Unit(s) and seize your Goods and sell or otherwise dispose of them. The cost of such seizure and disposal shall be deducted from the Deposit before a refund is paid. You shall be liable for any surplus the deposit amount does not cover.

## Use Of The Unit

8. You will use the Unit(s) only for the storage of Goods, and not for any other purpose. You must satisfy yourself that the Goods are suitable to be stored in the Unit(s) and we do not accept responsibility if they are not.
9. You will provide us with full details of the nature and value of any Goods to be stored in the Unit(s) on request by us.
10. You shall not assign, re-hire, sublet or otherwise transfer any of your rights to use the Unit(s) without our prior written consent. You have the right to exclusive use of the Unit(s) for the Hire Period so long as payment is up to date.
11. You are responsible for providing a secure padlock to secure your Unit(s). You must ensure that the Unit(s) is/are locked at all times other than when you are in the Unit(s), and we are not responsible for locking an unlocked Unit. We do not accept any responsibility for unauthorised persons having access to your Unit(s).
12. You will permit us and our agents to have Access to your Unit(s), and if necessary to break the lock
  - If we are required to do so by the Police, Fire Services, Local Authority or a Court Order;
  - To prevent injury or damage to persons or property;
  - We have reasonable suspicion that the Unit(s) contains Prohibited Items.
13. You shall comply with our security requirements at all times and follow any specific security related instructions which may be given by our staff at any time. You shall comply at all times with our fire, emergency and Health and Safety regulations. Entrance/Exit and routes must not be obstructed.



**WWW.DEVONANDDORSETREMOVALS.CO.UK**

For enquiries call our friendly team on **01803 391855**

Devon & Dorset Removals. River View Quarry, Newton Road, Totnes, TQ9 6LS

Email: [info@devonanddorsetremovals.co.uk](mailto:info@devonanddorsetremovals.co.uk)

14. Any accidents or damage occurring within the Site shall be reported immediately. During times when this office is unmanned you must notify us using the telephone number on display at each site.
15. Nothing may be fixed to internal or external walls, ceilings, floors of any Unit(s) by nails, screws, drawing pins, tape or other means.
16. If it is necessary for us to vacate your Unit(s) we shall give you a week's notice prior requiring you to move your Goods to alternative secure Unit(s) or Site. If you do not move the Goods, or instruct an agent to do so on our behalf, we and our agents may enter your Unit(s) and do so. In doing so you accept liability for any damage caused to your Goods (except where caused wilfully or negligently by us and our contractors.) If there is an emergency, and we have to enter your Unit(s) without informing you in advance we shall inform you as soon as practicable. We agree to pay your reasonable costs as agreed by us in advance of such costs being incurred for moving your Goods under the circumstances set out in this clause.

#### Termination

17. One calendar month's notice is required to terminate the contract, notice must be given on the 1st of the month with the unit to be vacated by the last day of that month.
- 17.1 Devon & Dorset Storage Ltd can terminate the contract with 48hrs notice via email to vacate the unit.
18. We reserve the right to terminate our agreement with you with immediate effect and without liability if at our sole discretion it appears:
  - The Goods stored are or we reasonably suspect that they are Prohibited Items;
  - The nature of the Goods may bring bad publicity or disrepute upon us;
  - It is possible that you may not be able to honour your obligations under this agreement;
  - You fail to pay the Deposit or any other Charge; or
  - You breach any of the conditions of this agreement.
19. In the event of termination under the circumstances described above, and Deposit paid by you may, at our sole discretion, be retained by us.
20. We may cancel this agreement with immediate effect and without effect and without liability in circumstances outside our reasonable control. These may include, although not exclusively, Act of God, fire, refusal to grant or extend a licence, strikes, lock-out or industrial action whether involving our employees or a third party or any act or omission by yourself, your agent or contractor or your or their employees or guests.
21. If we are unable to lease you the specified Unit(s) or a suitable alternative, your Deposit will be refunded unless cancellation is related to acts or omissions by yourself, your agent or contractor, or your or their employees or guests.
22. Upon termination or end of the Hire Period, you will remove all your Goods from the Unit(s) and the Site and shall leave the Unit(s) clean and tidy and in the same condition as at the start of your Hire Period. If you do not do so, you shall be liable for the costs of cleaning the Unit and disposing of any Goods or rubbish left in the Unit(s) or the Site. The Hire Period shall continue (and rent and applicable Charges will apply) until such clearance has been completed.

#### Your Liability

23. You shall make good to us all loss of or damage to the Unit(s) including indirect or consequential loss or damage caused during or after the Hire Period however arising and shall indemnify and hold us harmless against any and all claims demands liabilities losses and expenses of whatsoever nature relating to or in any way arising out of leasing of the Unit(s) by you or any third party claiming against or through you all connected costs and charges. This shall include, but not be limited to, loss or damage to our premises, fixtures, fittings, furnishings, equipment, stock and other contents howsoever arising, including death or injury to any person.
24. If requested by us, you shall effect and maintain insurance to a level notified by us which will indemnify you, your agents or contractors or your or their employees or guests against any claim, costs, and expenses incurred in respect of any injury to any person or loss or damage to property howsoever arising, and you shall, if so requested by us, provide certificates as evidence of such insurance cover.
25. We may require you to have (and continue to have) insured the Goods against all normal perils under a valid contract of insurance, for their full replacement value for the duration of the Hire Period.
26. Whilst visiting our Site you are required to conduct yourself at all times in accordance with Health and Safety legislation and all of our Health and Safety policies and procedures. You must act at all times in a safe, sensible and considerate manner and are responsible for any damage to person or property that may arise from not acting in the required way.

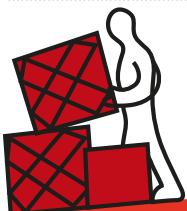
#### Our Liability To You

27. Storage of Goods at the Site and in your Unit(s) is at your own risk. We are not liable whether in negligence or otherwise for any loss or damage to your Goods occurring on our Site(s) and you shall indemnify us against any claims arising from such loss or damage.
28. In no circumstances shall we be liable to you, in contract or in tort, including negligence or breach of statutory duty for:
  - Any increase in your costs or expenses;
  - Any loss of your profit, business, contracts or goodwill; or
  - Any indirect or consequential damage of any nature whatsoever.
29. We do not exclude liability for death or personal injury to any persons incurred whilst on Site, which is a direct result of our negligence or wilful default of our agents or employees.

#### General

30. We and you warrant that we shall both process data in accordance with the Data Protection Act 1998. You consent to us or our agents processing information that you have provided to us (including personal data) for the purposes of conducting our business, credit or security checks or marketing.
31. Any provision of this contract which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.
32. Any notice or demand given by you or us under this agreement must be in writing and be made by mail to you at your invoice address or to us at the Site where the contract was made.
33. If two or more persons are named as Customers, the liability of each is joint and several. This means that each person can be held fully responsible for all the responsibilities under this agreement.
35. The agreement is subject to English law and the jurisdiction of the English Courts.
36. This agreement can not be varied, except by written consent by our directors. Our employees do not have authority to vary this agreement, either verbally or in writing or to make any representation of fact that is or may be inconsistent with this agreement.
37. This agreement does not give rise to any relationship of landlord and tenant between you and us.  
I the undersigned confirm that I have read understood and accept the above terms of business.

Signed ..... Print Name ..... Date .....



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