

## Passfield Self Storage – Terms and Conditions of Rental of Storage Containers

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

Access Hours	the hours we permit access to the Unit
This Agreement	these terms and conditions and the information set out overleaf
Commencement Date	the date from which the Unit is rented
The Goods	anything you store in the Unit at any time during this agreement
Our Fees	the amount specified overleaf which does not include VAT, which shall also be paid by you where it is or becomes applicable
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	the premises on which the Unit is situated
Termination Date	the date specified overleaf or the date of termination of this Agreement
Unit	the storage unit specified overleaf
We, us, our	the storage provider named overleaf
You, your	the customer named overleaf

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 Commencement Date until this Agreement is terminated; 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 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.
4. We will provide 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. We will not be responsible

for locking any unlocked Unit. You should not leave your key with or permit access to your Unit to any other 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 warrant 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 have 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. You indemnify us against any loss or damage suffered by us for breach of this warranty including against any loss, damage or expenses incurred by us (including any reasonably incurred legal fees) arising from any step or action taken by any person who owns or has an interest in the Goods.
6. We reserve the right to 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 such Goods.
7. You must not store (and You must not allow any other person to store) any of the following in the Unit:-
- 7.1 food or perishable goods unless securely packed so that they are protected from and do not attract vermin;
  - 7.2 birds, fish, animals or any other living creatures;
  - 7.3 combustible or flammable materials or liquids such as gas, paint, petrol, oil or cleaning solvents;
  - 7.4 firearms, explosives, weapons or ammunition;
  - 7.5 chemicals, radioactive materials, biological agents;
  - 7.6 toxic waste, asbestos or other materials of a potentially dangerous nature;
  - 7.7 any item which emits any fumes, smell or odour;
  - 7.8 any illegal substances, illegal items or goods illegally obtained;
  - 7.9 compressed gases
8. You must not (and You must not allow any other person to):
- 8.1 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;
  - 8.2 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;
  - 8.3 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;
  - 8.4 spray paint or do any mechanical work or any kind in this Unit
  - 8.5 attach anything to the internal or external surfaces of the Unit or make any alteration to the Unit

8.6 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

8.7 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;

8.8 leave anything in or cause any obstruction or undue hindrance on any part of the Site

8.9 connect or provide any utilities or services to the Unit

9. You must (and You shall procure that your agents must):-

9.1 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;

9.2 inform us immediately of any damage or defect to the Unit;

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

11 Because of the nature and type of goods being stored by You from time to time is entirely within your discretion 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.

12 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. Neither You nor we shall have any liability under or be deemed to be in breach of this Agreement for any delay or failure in performance of this Agreement which results from circumstances beyond the reasonable control of that party. Such circumstances include any Act of God, fire, flood, threat of or actual terrorism, or entry into any Unit including the Unit or the Site by, or arrest or seizure or confiscation of Goods by competent authorities.

13 This agreement shall expire on the Termination Date

14 Either You or we may terminate this Agreement by giving not less than fourteen days' written notice.

15 Immediately on the Termination Date You must remove all Goods from the Unit and leave the Unit clean and tidy and in the same condition as the Commencement Date. If you do not do so, You shall pay our costs of cleaning the Unit or disposing of any Goods left in the Unit or on the Site.

16 This Agreement shall be construed and interpreted in accordance with the laws of England.