

Contract between Britannia Lanes Self Store and Customer

Facility Owner details:

Facility Owner: Britannia Lanes

Britannia Lanes Self Store registered office address: Greenbottom, Truro, TR4 8QW

Britannia Lanes Self Store email address: selfstorage@britannialanes.co.uk

KEY POINTS

- Contract type: This is a monthly recurring contract that can be cancelled at any time and runs continuously until cancelled.
 - Notice period: Notice can be provided at any time. Notice should be given on the day you have vacated the unit by email to selfstorage@britannialanes.co.uk
 - Customer owns or is authorised to store the Goods.
 - Storage fees must be paid in advance and on time.
 - If you fail to comply with the conditions of this agreement, Storage Company Self Store have certain rights which include the right to cancel access to your unit, to seize and sell and/or dispose of your goods.
 - Customer must keep the unit secure.
 - Customer must not store hazardous, dangerous, illegal, stolen, perishable, environmentally harmful or explosive goods.
 - Customer must check the unit is suitable for storing the Goods.
 - Storage Company Self Store's liability for loss of and damage to Goods is limited to £100.
 - Goods are stored at your sole risk. You must take out insurance cover.
 - Storage Company Self Store may use and share your personal and other data in certain circumstances.
 - You can cancel the contract within 14 days from signing up (cooling-off period). If You cancel during this period a refund will be provided based on the length of storage You have taken prior to cancelling.
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CONDITIONS OF AGREEMENT

STORAGE:

1. So long as all fees are paid up to date, Customer: (a) is licensed to store Goods in the Unit allocated to Customer by Storage Company Self Store from time to time and only in that Unit; (b) is deemed to have knowledge of the Goods in the Unit; and (c) warrants that it is the owner of the Goods in the Unit and/or entitled at law to deal with them in accordance with all aspects of this Agreement as agent for the owner.

2. Storage Company Self Store: (a) does not have and will not be deemed to have knowledge of the Goods; (b) is not a bailee or a custodian nor a warehouseman of the Goods and Customer acknowledges that Storage Company Self Store does not take possession of the Goods; (c) does not grant any lease or tenancy of the Unit; and (d) provides unit sizes that are approximate and there may be small variations in your unit size and dimensions from those described. In signing this contract you agree to the actual size of the unit you use and not any represented unit size.

COST:

3. Customer is responsible to pay:

(a) the Storage Fee (being the amount set out on Storage Company Self Store website at www.britannialanes.co.uk at the time of booking, as otherwise agreed or as most recently notified to Customer by Storage Company Self Store) payable in advance on the first day of each storage period (Due Date) and it is Customer's responsibility to see that payment is made directly to Storage Company Self Store on time and in full throughout the period of storage. Storage Company Self Store will not accept that payment has been made until it has received cleared funds;

- (b) a Cleaning Fee, to be invoiced at Storage Company Self Store's discretion in circumstances described in this Agreement;
- (c) any costs incurred by Storage Company Self Store in collecting late or unpaid Storage Fees, or in enforcing this Agreement in any way, including but not limited to postal, telephone, debt collection, personnel and/or default action costs and associated legal and professional fees; and
- (d) any government taxes or charges (including any value added tax) levied on any supplies made under this Agreement. Where Customer has more than one agreement with Storage Company Self Store, all will form one account with Storage Company Self Store and Storage Company Self Store may in its sole discretion elect to apply any payment made by or on behalf of Customer on this agreement against the oldest Debt due from Customer to Storage Company Self Store on any agreement in the account.

DEFAULT – RIGHT TO SELL OR DISPOSE OF GOODS:

4. Storage Company Self Store takes the issue of prompt payment very seriously and has a right of lien. Regardless of Condition 34, if any sum owing to Storage Company Self Store is not paid when due, Customer authorises Storage Company Self Store without further notice to:

- (a) refuse Customer and its agents access to the Goods, the Unit and the Facility and lock the Unit until the amount due and all interest and other fees related to it (Debt) have been paid in full;
- (b) enter the Unit and inspect and/or remove the Goods to another unit or site and to charge Customer for all reasonable costs of doing so on any number of occasions; and
- (c) apply additional charges against the Debt and, if insufficient to clear it in full, hold onto and/or ultimately sell or dispose of some or all of the Goods in accordance with Condition 7.

Customer acknowledges that (a) Storage Company Self Store 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; (b) Storage Company Self Store will sell the Goods as if Storage Company Self Store was the owner and will pass all rights of ownership in the Goods to the buyer; and (c) if Customer does not pay fees on the Due Date, the value of any discounts and special offers (including periods of free storage) which Customer has received will be payable by Customer in full.

5. On expiry or termination of this Agreement, if Customer fails to remove all Goods from the Unit, Storage Company Self Store is authorised to treat the Goods as abandoned and may sell or dispose of all Goods by any means in accordance with Conditions 6 to 8. Customer is liable for Storage Fees for the period from abandonment to the sale or disposal of the Goods (Debt).

6. Before Storage Company Self Store sells or disposes of the Goods, it will give Customer notice in writing directing Customer to pay (if Customer is in default) or collect the Goods (if they are deemed abandoned). This notice will be sent by registered or recorded delivery to the address last notified by Customer to Storage Company Self Store in writing and by email if you have elected not to receive traditional mail. If no address within the UK has been provided, Storage Company Self Store will use any land or email address it holds for Customer. If Customer fails to pay the Debt and/or collect the Goods (as appropriate) within one month of this notice Storage Company Self Store will access your space and begin the process to sell or dispose of the Goods. Customer consents to and authorises the sale or disposal of all Goods without further notice regardless of their nature or value. Storage Company Self Store will sell the Goods for the best price reasonably available in the open market, taking into account the costs of sale. Storage Company Self Store may also require payment of default action costs, including any costs associated with accessing the Unit and disposal or sale of the Goods, which shall be added to the Debt.

7. Sale proceeds will be applied first against the cost of removal and sale of Goods and second to pay the Debt. If sale proceeds do not discharge all of these costs and the Debt, Customer must pay Storage Company Self Store the balance within 7 days of a written demand from Storage Company Self Store. Storage Company Self Store may take action to recover the balance and any legal and administration costs incurred in doing so. If sale proceeds exceed the amount due from Customer, Storage Company Self Store will hold the balance for Customer but no interest will accrue on it.

8. If, in the opinion of Storage Company Self Store and entirely at the discretion of Storage Company Self Store, a defaulting Customer's 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, Customer authorises Storage Company Self Store to treat the Goods as abandoned and Storage Company Self Store may dispose of all Goods by any means at Customer's cost. Storage Company Self Store may dispose of Customer's Goods in the event that Goods are damaged due to fire, flood or other event that has rendered them, in the opinion of Storage Company Self Store, severely damaged, of no commercial value, or dangerous to persons or property. Storage Company Self Store does not need the prior approval of Customer to take this action but will send Notice to Customer within 7 days of assessing the goods

9. Any items left unattended in common areas or outside the Customer's Unit at any time may at Storage Company Self Store's discretion be moved, sold or disposed of immediately with no liability to Storage Company Self Store.

ACCESS:

10. Customer has the right to access the Unit during Access Hours as posted by Storage Company Self Store and subject to the terms of this Agreement. Storage Company Self Store will try to provide advance warning of changes to Access Hours by

notice at the Facility but reserves the right to change Access Hours temporarily to other reasonable times without giving prior notice.

11. Only Customer or others authorised or accompanied by Customer (its Agents) may access the Unit. Customer is responsible for and liable to Storage Company Self Store and other users of the Facility for its own actions and those of its Agents. Storage Company Self Store may (but is not obliged to) require proof of identity from Customer or any other person at any time and, at Storage Company Self Store's sole discretion, may refuse access to any person who is unable to produce satisfactory proof.

12. Storage Company Self Store may refuse Customer access to the Unit and/or the Facility where monies are owing by Customer to Storage Company Self Store, whether or not a formal demand for payment has been made, or if Storage Company Self Store considers the safety or security of any person, unit or goods on or at the Facility will be put at risk.

13. Customer should not share access with or permit access to the Unit to any person other than its own Agent who is responsible to Customer and subject to its control. If Customer does so, it does so at its own risk.

14. Customer authorises Storage Company Self Store and its agents and contractors to enter the Unit in the following circumstances and to break any lock if reasonably necessary to gain entry: (a) on not less than 7 days' notice to inspect or carry out repairs or alterations to the Unit or any other part of the Facility; (b) without prior notice (but with notice as soon as practicable after the event) in the event of an emergency (including for repair or alteration) or to prevent injury or damage to persons or property; or if Storage Company Self Store believes the Unit is being used to store prohibited goods or for a prohibited purpose; or if Storage Company Self Store is obliged to do so by law, by the Police, Fire Services, Trading Standards, HM Revenue & Customs, competent authority or by a Court Order; or to relocate the Goods or exercise Storage Company Self Store's lien or power of sale or disposal in accordance with this Agreement.

CONDITIONS:

15. Storage Company Self Store will not be responsible for locking any unlocked Unit. Where applicable, Customer will secure the external gates and/or doors of the Facility.

16. Customer must not store (or allow any other person to store) any of the following in the Unit:

- (a) food or perishable goods unless securely packed so they are protected from and do not attract vermin;
- (b) any living creatures;
- (c) combustible or flammable substances such as gas, paint, petrol, oil, cleaning solvents or compressed gases;
- (d) firearms, explosives, weapons or ammunition;
- (e) chemicals, radioactive materials, biological agents; toxic waste, asbestos or other potentially hazardous substances;
- (f) any item that emits fumes, or odours;
- (g) any illegal item or substances or goods illegally obtained such as illicit (counterfeit/smuggled) tobacco or alcohol and unlicensed or unsafe goods (such as toys, electrical goods, medicines, aerosols, cosmetics, fireworks);
- (h) goods which are environmentally harmful or that are a risk to the property of any person; and
- (i) items which are irreplaceable, such as currency, jewellery, furs, deeds, paintings, curios, works of art and items of personal sentimental value.

The Customer will be liable under Condition 27 for any breach of this Condition 16.

17. Customer will use the Unit solely for the purpose of storage and shall not (or allow any other person to):

- (a) use the Unit as offices or living accommodation or as a home, business or mailing address;
- (b) use or do anything at the Facility or in the Unit which may be a nuisance to Storage Company Self Store or any other person (including the escape of any substance or odour from or generation of noise or vibration which may be heard or felt outside the Unit);
- (c) use or do anything at the Facility or in the Unit which may invalidate or increase premiums under any insurance policies of Storage Company Self Store or any other person;
- (d) paint or make alterations to or attach anything to the internal or external surfaces of the Unit;
- (e) connect or provide any utilities or services to the Unit unless authorised by Storage Company Self Store; or
- (f) cause damage to the Unit or any part of the Facility (which includes by removal, haulage or delivery contractors) or create any obstruction or leave items or refuse in any common space within the Facility.

18. The Customer must maintain the Unit by ensuring it is clean and in a state of good repair. In the event of uncleanliness of or damage to the Unit or Facility, Storage Company Self Store will be entitled to charge a Cleaning Fee, and/or claim full reimbursement from the Customer of the reasonable costs of repairs, replacement, restoration, proper compensation or disposal of refuse. Such charges will be applied to the customer's payment method in the first instance.

19. Customer must (and ensure that its Agents) use reasonable care on site and have respect for the Facility and other unit users, inform Storage Company Self Store of any damage or defect immediately it is discovered and comply with the reasonable directions of Storage Company Self Store's employees, agents and contractors and any other regulations for the use, safety and security of the Facility as Storage Company Self Store shall issue periodically.

20. This Agreement does not confer on the Customer any right to exclusive possession of the Unit and Storage Company Self Store reserves the right to relocate Customer to another Unit not smaller than the current Unit (a) by giving 14 day's notice during which the Customer can elect to terminate their agreement under Condition 3 or (b) on shorter notice if an incident occurs that requires the Unit or section where it is located to be closed or sealed off. In these circumstances, Storage Company Self Store will pay Customer's reasonable costs of removal if approved in writing by Storage Company Self Store in advance of removal. If Customer does not arrange removal by the date specified in Storage Company Self Store's notice, then Customer authorises Storage Company Self Store and its agents to enter Unit acting as Customer's agents and at Customer's risk (except for damage caused wilfully or negligently which is subject to the limitations in Condition 25).

21. The Customer must ensure the Unit is suitable for the storage of the Goods intended to be stored in it and is advised to inspect the Unit before storing Goods and periodically during the storage period. Storage Company Self Store makes no warranty or representation that any unit is suitable for any particular goods and accepts no liability in this regard.

22. Storage Company Self Store may refuse to permit Customer to store any Goods or require Customer to collect any Goods if in its opinion storage of such Goods creates a risk to the safety of any person or property.

23. Customer must give Notice to Storage Company Self Store in writing of the change of address, phone numbers or email address of the Customer within 48 hours of any change.

RISK AND RESPONSIBILITY:

24. Storage Company Self Store will not be liable for any loss or damages suffered by Customer resulting from an inability to access the Facility or the Unit, regardless of the cause.

25. The Goods are stored at the sole risk and responsibility of Customer who shall be responsible for and bear the risk of any and all theft, damage to, and deterioration of the Goods caused by any reason whatsoever. Storage Company Self Store excludes all liability in respect of loss or damage to (a) Customer's business, if any, including consequential loss, lost profits or business interruption; and (b) Goods above the sum of £100, which Storage Company Self Store considers to be the normal excess on a standard household policy whether or not that policy would cover the Goods. Storage Company Self Store does not exclude liability for physical injury to or the death of any person and which is a direct result of negligence or wilful default on the part of Storage Company Self Store, its agents and/or employees.

26. Storage Company Self Store does not insure the Goods and it is a condition of this Agreement that the Goods remain insured at all times while they are in storage against all Normal Perils for their Replacement Value. Customer warrants that such cover is in place, that it will not allow or cause such cover to lapse and that the aggregate value of Goods in the Unit from time to time will not exceed the Replacement Value. Storage Company Self Store does not give any advice concerning insurance cover given by any policy and Customer must make its own judgment as to adequacy of cover even when facilitated by Storage Company Self Store. Inspection of any insurance documents provided by Customer to demonstrate cover does not mean Storage Company Self Store has approved the cover or confirmed it is sufficient.

27. Customer will be liable for and compensate Storage Company Self Store for the full amount of all claims, liabilities, demands, damages, costs and expenses (including any reasonably incurred legal and professional fees) incurred by Storage Company Self Store or third parties (Liabilities) resulting from or incidental to (a) the use of the Unit (including but not limited to the ownership or storage of Goods in the Unit, the Goods themselves and/or accessing the Facility) or (b) breach of this Agreement by Customer or any of its Agents or (c) enforcement of any of the terms of this Agreement.

28. Customer acknowledges and agrees to comply with this Agreement and all relevant laws and regulations as are or may be applicable to the use of the Unit. This includes laws relating to the material which is stored and the manner in which it is stored. Liability for any and all breach of such laws rests absolutely with Customer, and includes any and all Liabilities resulting from such a breach.

29. If Storage Company Self Store has reason to believe that Customer is not complying with all relevant laws Storage Company Self Store may take any action it believes to be necessary, including but not limited to the action outlined in Conditions 14 and 34, contacting, cooperating with and/or submitting Goods to the relevant authorities, and/or immediately disposing of or removing the Goods at Customer's expense. Customer agrees that Storage Company Self Store may take such action at any time even though Storage Company Self Store could have acted earlier.

30. In respect of circumstances outside Storage Company Self Store's reasonable control, Storage Company Self Store shall have no liability under or be considered to be in breach of this Agreement for any delay or failure in performance of its obligations under this Agreement or any resulting loss or damage to Goods. 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 or internet failures, threat of or actual terrorism or environmental or health emergency or hazard, or entry into any unit including the Unit or the Facility by, or arrest or seizure or confiscation of Goods by, competent authorities. If this happens, Storage Company Self Store will not be responsible for failing to allow access to the goods, Unit

and/or the Facility for so long as the circumstances continue. Storage Company Self Store will try to minimise any effects arising from such circumstances.

PERSONAL INFORMATION:

31. Storage Company Self Store collects information about the Customer on registration and whilst this Agreement continues, including personal data (Data). Storage Company Self Store processes Data in accordance with the Data Protection Act 1998 and uses it to process payments, communicate with Customer and generally maintain Customer's account. Storage Company Self Store may share Data with, and collect Data from, credit reference or fraud prevention agencies and trade associations of which Storage Company Self Store is a member. If Customer applies for Storage Company Self Store's insurance, Storage Company Self Store will pass Data on to the insurer, who may enter such Data onto a register of claims shared with other insurers to prevent fraudulent claims. Storage Company Self Store will release Data and other account details at any time if it considers in its sole discretion this is appropriate: (a) to comply with the law; (b) to enforce this Agreement; (c) for fraud protection and credit risk reduction; (d) for crime prevention or detection purposes; (e) to protect the safety of any person at the Facility, (f) if Storage Company Self Store considers the security of any unit at the Facility or its contents may otherwise be put at risk. Also, if Storage Company Self Store sells or buys any business or assets, it may disclose Data and account details to the prospective seller or buyer of such business or assets or if substantially all of Storage Company Self Store's assets are acquired by a third party, Data and account details will be one of the transferred assets. Individuals have the right to request a copy of the information that Storage Company Self Store holds on them and requests should be emailed or sent to the addresses on the cover sheet. A small charge may be made for this service.

32. If Customer agrees, Storage Company Self Store will use Data for marketing and like purposes, including to provide Customer with information on products or services provided by Storage Company Self Store and/or its business partners in response to requests from Customer or if Storage Company Self Store believes they may be of interest.

NOTICE:

33. Notices to be given by Storage Company Self Store or Customer must be in writing and must either be delivered by email or by hand. Notices shall be deemed received at the time of delivery by hand, one hour after sending by email. Any notice from Customer must be sent to Storage Company Self Store at the email at the top of this page. In the event that there is more than one Customer, Notice to or by any single Customer is agreed to be sufficient for the purposes of any Notice requirement under this Agreement.

TERMINATION:

34. Either party may terminate this Agreement by giving the other party Notice of the Termination Date in accordance with period indicated at the top of this agreement. In the event of illegal or environmentally harmful activities on the part of the Customer or a breach of this Agreement (which, if it can be put right, Customer has failed to put right within 14 days of notice from Storage Company Self Store to do so), Storage Company Self Store may terminate the Agreement immediately without notice period. Storage Company Self Store is entitled to make a charge for apportioned Storage Fees if less than the requisite Notice is given by Customer. Customer must remove all Goods in the Unit before the close of business on the Termination Date and leave the Unit in a clean condition and in a good state of repair to the satisfaction of Storage Company Self Store. In the event that Goods and/or refuse are left in the Unit after the Termination Date, Conditions 5 and 18 will apply. Customer must pay any outstanding Storage Fees and any expenses on default or any other moneys owed to Storage Company Self Store up to the Termination Date, or Conditions 4 to 8 may apply. Any calculation of the outstanding fees will be by Storage Company Self Store. If Storage Company Self Store enters the Unit for any reason and there are no Goods stored in it, Storage Company Self Store may terminate the Agreement without giving prior Notice but will send Notice to Customer within 7 days.

35. Customer agrees to examine the Goods carefully on removal from the Unit and must notify Storage Company Self Store of any loss or damage to the Goods as soon as is reasonably possible after doing so.

36. Liability for outstanding moneys, property damage, personal injury, environmental damage and legal responsibility under this Agreement continues to run beyond the termination of this Agreement.

GENERAL:

37. Storage Company Self Store may vary the Storage Fee or other terms of this Agreement and add new terms and conditions as long as such modifications are notified to Customer in writing. The modified terms will take effect on the first Due Date occurring not less than 28 days after the date of Storage Company Self Store's notice. Customer may terminate without charge before the change takes effect by giving notice in accordance with Condition 34. Otherwise, Customer's continued use of the Unit will be considered as acceptance of and agreement to the amended terms.

38. Customer acknowledges and agrees that:

- (a) the terms of this document constitute the whole contract with Storage Company Self Store and, in entering this contract, Customer relies upon no representations, oral or otherwise, other than those contained in this Agreement;

- (b) it has raised all queries relevant to its decision to enter this Agreement with Storage Company Self Store and Storage Company Self Store has, prior to the Customer entering into this Agreement, answered all such queries to the satisfaction of Customer;
- (c) any matters resulting from such queries have, to the extent required by Customer and agreed to by Storage Company Self Store, been reduced to writing and incorporated into the terms of this Agreement;
- (d) if Storage Company Self Store decides not to exercise or enforce any right that it has against Customer at a particular time, then this does not prevent Storage Company Self Store from later deciding to exercise or enforce that right unless Storage Company Self Store tells Customer in writing that Storage Company Self Store has waived or given up its ability to do so;
- (e) it is not intended that anyone other than Customer and Storage Company Self Store will have any rights under this Agreement and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to it;
- (f) 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;
- (g) Customer may not assign or transfer any of its rights under this Agreement or part with possession of the Unit or Goods whilst they are in the Facility; and
- (h) where Customer consists of two or more persons each person takes on the obligations under this Agreement separately.

39. This Agreement shall be governed by the laws of England and Wales and any dispute or claim that either party brings will be decided by the Courts of England and Wales. The parties must endeavour to settle any dispute in connection with this Agreement by mediation. Such mediation is to be conducted by a mediator who is independent of the parties and appointed by agreement of the parties. It is a condition precedent to the right of either party to commence arbitration or litigation other than for emergency interlocutory relief, that it has first offered to submit the dispute to mediation.