

Smart Storage Limited

Smart Storage - Terms & Conditions

In these Terms & Conditions, the following words have the following meanings:

Agent:	persons authorised in writing to have access to Your Unit, or accompanied by You whilst on the Site.
Business Day:	a day other than Saturday or Sunday when banks are open for business in London.
Commencement Date:	the date of Customer signature set out on the signature page.
Deposit:	the amount specified in the signature page (if any) which will be collected and held by Us, as security for Your performance of Your Obligations under this Agreement.
Due Date:	the first day of each 28 day period or the previous Business Day if the Due Date falls on a Saturday, Sunday or public holiday.
Fixed Storage Period:	the fixed storage period agreed between Us set out on the signature page (if any).
Initial Storage Period:	the first 28 days of storage rental and associated charges ie insurance, or a period otherwise defined by an introductory offer or discount.
Insurance Charges:	where a policy of insurance has been arranged by Us, the amount specified in the Self-Storage Licence Agreement is made up of Premium paid to underwriter, Insurance Premium Tax, Our administrative costs and Our profit.
Move-In Date	the date specified on the signature page and as referred to in Condition 1.1.1
Normal Perils:	loss of or damage to Goods caused by fire, lightning, explosion, earthquake, aircraft, storm, flood, bursting &/or leaking pipes, theft accompanied by forcible and violent entry or exit, riot, strike, civil commotion, malicious damage, and impact by vehicles.
Our Fees:	the amount(s) due to Us from You for the applicable services/goods under the terms of this Agreement specified in the signature page which does not include VAT which shall also be paid by You where it is or becomes applicable.
Premium:	where a policy of insurance has been arranged on Your behalf by Us, the amount of premium payable by You in respect of such policy of insurance, which We will collect as agent for and on behalf of the insurer.
Prompt Payment:	in respect of payment of each and every sum under this Agreement, payment on the Commencement Date or on the Due Date as applicable or if the Due Date or Commencement Date is not a Business Day, then on the previous Business Day prior to the Due Date.
Reservation Fee:	the sum of £10 (VAT inclusive).
Site:	the premises on which the Unit is situated.
Smart Storage Hours:	the hours We permit access to the Unit
Storage Charges:	the Discounted Storage Charges and/or 4-weekly Storage Charges as set out on the signature page.
Termination Date:	the date of termination of this Agreement in accordance with Condition 24.
The Goods:	anything You store in the Unit at any time during this Agreement (subject to condition 8).
This Agreement:	the Self Storage Licence Agreement consisting of the signature page and these Smart Storage Terms & Conditions.
Unit:	the storage unit specified in the signature page or any alternative storage unit We may specify under Condition 12.
We, Us, Our:	the Storage Provider named in the signature page.
You, Your:	the Customer named in the signature page.

1. Your Rights to use the Unit

1.1 So long as Our Fees are paid up to date, We licence You, but no other person (subject to Condition 1.2 below):

1.1.1 to use the Unit for the storage of Goods in the Unit in accordance with this Agreement from the Move-In Date until the Termination Date; and

1.1.2 to have access to the Unit at any time during the Smart Storage Hours only for the purpose of depositing, removing, substituting or inspecting the Goods and the Unit they are in. No access to the Unit will be permitted for any other purposes or outside Smart Storage Hours. We may change the Smart Storage Hours at any time on giving You not less than fourteen days' advance

warning of changes in Smart Storage Hours by notices on Site, but in the case of emergency, We reserve the right to change

Smart Storage Hours to other reasonable access times without giving You any such prior notice.

1.2 Only Your Agents will be allowed to have access to Your Unit.

2. Security Provisions

2.1 You are responsible and liable to Us and to other users of units on the Site for the acts or omissions of Your Agent(s).

2.2 On signing this Agreement, You shall provide Us with satisfactory proof of identity for both yourself and Your Agent(s). We shall be entitled to take a copy of such proof and retain it on Our files.

2.3 We may ask for proof of identity from You or any other person at any time (although We are not obliged by this Agreement or otherwise to do so) and We may refuse access to any person (including You) who is unable to provide satisfactory proof of identity.

2.4 You may withdraw any authorisation at any time but the withdrawal will not be effective until We receive it in writing.

2.5 We may refuse You or Your Agent(s) access at any time if We consider in Our sole discretion that the safety of any person on the site or the security of the Unit or its content, or other units, or their contents will be put at risk.

3. No Tenancy or Exclusive Possession of the Unit

3.1 This Agreement shall not create a tenancy or constitute Us as bailees of Goods and it shall not confer upon You any right to exclusive possession of the Unit or any alternative unit specified under Condition 12.

4. Locks

4.1 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. 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 person other than Your own Agent who is responsible to You and subject to Your control. You are responsible at all times for the safe custody of all keys to all locks which You place on the Unit.

5. Our Rights to Enter the Unit

5.1 You agree to allow Us and Our agents and contractors to enter the Unit and if necessary We may break the lock to gain entry if We give You not less than seven days' notice that We wish to inspect the Unit or need to carry out repairs, maintenance and alterations to it or any other unit or part of the Site and You fail to grant Us access to the Unit when requested.

5.2 Regardless of Condition 5.1 We may break the lock to gain entry at any time without notifying You if:

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

such entry is effected incidental to the exercise of Our powers pursuant to Condition 18;

5.2.2 We are required to do so by the Police, Customs & Excise, Fire Services, Local Authority or by a Court Order;

5.2.3 We believe it is necessary in an emergency, for any purpose;

5.2.4 to obtain access in accordance with Conditions 12 and 18;

5.2.5 to prevent injury or damage to persons or property; or

5.2.6 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.

5.3 Where We have exercised Our rights to enter the Unit pursuant to Conditions 5.1 and/or 5.2 and in doing so We have broken Your lock, We will ensure that on Our leaving of the Unit, the Unit has been secured by means of a replacement lock for which You will be provided with keys.

6. Ownership of the Goods Stored in the Unit

6.1 You confirm that throughout this Agreement, the Goods in the Unit from time to time are Your own property or that of 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 & Conditions in this Agreement and that You act as a duly authorised agent of any such persons. If Your confirmation is or becomes untrue, You shall reimburse Us an amount equal to any loss or damage suffered by Us as a result of Your confirmation regarding the true ownership of the Goods being or becoming untrue, and Our damages shall include any loss, damage or expenses incurred by Us (including any reasonably incurred legal fees) arising from any claim, step or action taken by any person who owns or has an interest in the Goods or claims to do so.

7. Our Rights to Refuse Entry to the Unit for Safety Reasons

7.1 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 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. Restrictions on the Types of Goods which can be Stored in the Unit

8.1 You shall not store (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 so that they are protected from and do not attract vermin;

8.1.2 birds, fish, animals or any other living creatures;

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

8.1.4 firearms, explosives, weapons or ammunition;

8.1.5 chemicals, radioactive materials, biological agents;

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

8.1.7 any item which does or could emit any fumes, smell or odour;

8.1.8 any illegal substances, illegal items or goods illegally obtained;

8.1.9 compressed gasses; or

8.1.10 any bullion, coin, precious stones, jewellery, antiques or fine art unless specifically agreed with Us in writing, in advance of

storing such goods in the Unit.

9. Things You Shall Not Do

- 9.1 You shall not (and You will procure that any other person or Your Agents shall not):
- 9.1.1 use the Unit or do anything on the Site or in the Unit which may be a nuisance to Us or the users of any other unit or any person on the Site;
 - 9.1.2 use the Unit as offices or living accommodation or as a home or business address and not use the address of the Site or the Unit for receiving or sending mail except where agreed otherwise in writing by Us;
 - 9.1.3 spray paint or do any mechanical work of any kind in the Unit;
 - 9.1.4 attach anything to the internal or external surfaces of the Unit or make any alteration to the Unit;
 - 9.1.5 connect any electrical appliances to any power supply in the Unit or on the Site generally unless the appliance has first been tested in accordance with current legislation and a valid copy of the certificate is provided to the store manager at the Site;
 - 9.1.6 allow any liquid, substance, smell or odour to escape from the Unit or any noise to be audible or vibration to be felt outside the Unit;
 - 9.1.7 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 reimburse to Us the reasonable costs which We incur in making the necessary repairs or restoration. If, however, in Our reasonable opinion, We consider that the repair or restoration of the item would not be an effective way to remedy the damage caused, We will ask You to reimburse to Us the costs of such replacement. Please note that if this Agreement terminates and if at the Termination Date You have not reimbursed to Us Our reasonable costs of repair, restoration or replacement (whichever is the most appropriate in the circumstances), We shall be entitled to withhold from any Deposit which You have paid to Us such repair, restoration or replacement costs which We consider are reasonable, in accordance with Condition 14;
 - 9.1.8 leave anything in or cause any obstruction or undue hindrance in any passageway, stairway, service area or other part of the Site and You must at all times exercise courtesy to others and reasonable care for Your own safety and that of others in using these areas;
 - 9.1.9 connect or provide any utilities or services to the Unit unless authorised in advance in writing by Us.

10. Things You Shall Do

- 10.1 You shall (and You must procure that Your Agents shall):
- 10.1.1 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
 - 10.1.2 inform Us immediately of any damage or defect to the Unit;
 - 10.1.3 act in a socially responsible manner and observe all reasonable rules and regulations regarding Your conduct of the Site, the safety and security of the Unit and Site, Fire Regulations, Health & Safety notices, Prohibited Goods notices and any other notices issued by Us and/or posted at prominent locations on the Site from time to time or to which You may be directed while on Site by any of Our employees, agents or contractors.
 - 10.1.4 ensure that all appliances are appropriately drained down, emptied or defrosted as applicable.

11. Health and Safety

- 11.1 You confirm that You have received and understood the instructions regarding responsibility for Health & Safety whilst visiting the storage facility, that You have been shown the correct way to use the trolleys and trucks, and (where appropriate) the goods lift, the door access control system which controls access to the storage facility via gates, roller shutters and sliding doors where applicable.
- 11.2 You accept that You are responsible for Your conduct and for the safe conduct of any other person/Agent who visits the facility with You, or on Your behalf;

12. Exceptional Situations Necessitating the Removal of Your Goods to an Alternative Unit or Site

- 12.1 We may at any time by giving You seven days' written notice require You to remove the Goods from the Unit to another unit specified by Us which shall not be smaller than the current Unit. Where We have requested You to move to another unit, You should provide Us with a statement of the anticipated costs, which You will incur in removing the Goods to another unit, in advance of doing so, and provided that in our opinion these are reasonable, We will either pay these costs, on Your behalf, directly to such third party as You may instruct to move the Goods to the other unit or at Your option, We will pay You an amount equal to such costs. If You do not wish to move to another unit and continue with this Agreement, You may serve notice on Us, or We may serve notice on You, to terminate the Agreement in accordance with Condition 24.
- 12.2 If We have asked You to move to an alternative Unit under Condition 12 and You have failed to move the Goods when required to do so or in the case of an emergency when We may require Goods to be moved without giving You any notice, You authorise Us to move the Goods to any other unit at the Site or, in extreme cases, where it is not reasonably possible or practicable to identify another unit at the site, to the nearest available site at Our own cost. We will use all reasonable efforts to ensure that any disruption to You is kept to a minimum.
- 12.3 If We have moved Your Goods under Condition 12 either because You have failed to move all of them when required to do so, or in the event of an emergency, We will not acquire any interest in or right to Your Goods or otherwise be responsible for the

- Goods which will be held by Us at Your risk. We will not be liable to You for any damage to any lock which We remove pursuant to Condition 12, nor for the cost of its replacement, nor for any loss or damage to the goods, unless We have wilfully or negligently caused such loss or damage.
- 12.4 If the Goods are moved to an alternative unit, this Agreement will be varied by the substitution of the alternative unit number but shall otherwise continue in full force and effect and Our Fees at the rate set out in the Storage Licence Agreement will continue to apply to Your use of the alternative unit and We will continue to collect the total Insurance Charges and Our Fees for arranging and administering any insurance arranged and administered by Us with this Licence.
- 13. Your Payment Obligations**
- 13.1 You must pay Us:
- 13.1.1 on reservation of Your Unit a Reservation Fee;
- 13.1.2 where We have requested You to pay a deposit to Us, the Deposit on the Commencement Date;
- 13.1.3 Our Storage Charge for the Initial Storage Period on the Commencement Date (except where Condition 13.1.5 applies);
- 13.1.4 following the expiry of the Initial Storage Period, You must pay Our Storage Charges 4-weekly in advance on the Due Date (except where Condition 13.1.5 applies);
- 13.1.5 in relation to any agreed Fixed Storage Period the total Storage Charges for that period, on the Commencement Date in advance; and
- 13.1.6 where You have requested to take out Insurance through Us, You pay an Insurance Charge to Us on the Commencement Date and then 4-weekly in advance on the Due Date.
- 13.2 All charges will be payable immediately when due under Condition 13.1 payable by recurring credit or debit card payment or by direct debit payment unless otherwise agreed in writing by Us.
- 14. Return of Deposit or Reservation Fee**
- 14.1 If You have paid to Us a Deposit, this will be returned to You (without interest) after the Agreement terminates less any amount We may reasonably deduct to cover:
- 14.1.1 any breach of Condition 9; and/or
- 14.1.2 any of Our Fees (together with any interest due on outstanding payments and/or administrative charges due under Condition 15) which have not been paid or any unpaid removal or other charges; and/or
- 14.1.3 any other obligation to Us that You have not performed.
- 14.2 Any Reservation Fee paid by You will be credited against the Storage Charges for the Initial Storage Period.
- 15. Our Right to Alter the Fees**
- 15.1 We may alter Our Fees at any time by giving You a minimum of four weeks' written notice taking effect on the first Due Date after the notice expires. If You do not agree with the new level of Our Fees under this Agreement, You may serve notice on Us to terminate the Agreement in accordance with Condition 24.
- 16. Late Payment / Non Payment of Our Fees**
- 16.1 The Prompt Payment of each and every sum (including interest) whether invoiced or not, owing from You to Us from time to time under this Agreement ('Your Debt') is an extremely important part (i.e. "of the essence") of this Agreement, and if You fail to pay any sum owing under this Agreement on the Due Date for such sum, We shall seek to recover the outstanding sums owed by You to Us together with:
- 16.1.1 any interest on these sums. Interest on all amounts overdue will be charged at the rate of 4% above the base rate of NatWest Bank PLC, calculated from the date when payment becomes due up to and including the date of actual payment including all accrued interest, whether before or after judgement and whether or not We exercise the right of sale under this Agreement; and
- 16.1.2 an administrative charge for late payment, (which is the larger of 10% of our Fees) or £10 + Vat will be added at 6pm on the 5th day following the Due Date. A further charge of £25 + VAT will be added at 6pm on the 12th day, and a final charge of £50 + VAT will be added at 6pm on the 19th day, and a further charge of £3 + VAT at 6pm on the 27th day, with a final charge of £80 + VAT on 6pm on the 34th day, unless payment is made in full.
- 16.2 If You are paying a promotional rate, and if You fail to pay any sum owing under this Agreement on the Due Date or Commencement Date as applicable, then at 6pm on the 5th day following the Due Date or Commencement Date as applicable, the promotional rate will permanently revert to the full standard retail price prevailing on the Due Date or Commencement Date and subsequently, administrative charges outlined in Condition 16.1.2 may be additionally applied.
- 16.3 In addition to Our rights to recover payment of Your Debt pursuant to Condition 16.1 (and the sums referred to in that Condition), We may also terminate this Agreement under Condition 24.2.2.
- 16.4 Additionally, on each occasion any cheque or Direct Debit is dishonoured, at Our option You must pay Us an administrative charge of £25 + VAT
- 17. Our Duties to You in the Event of Late Payment / Non Payment**
- 17.1 In default of Prompt Payment of Your Debt:
- 17.1.1 We are relieved of any duty howsoever arising in respect of the Goods, except for any loss or damage to the Goods caused wilfully or negligently by Us and Our agents and contractors; and
- 17.1.2 the Goods are held solely at Your risk and will continue to be held at Your risk even where the rights described below in Condition 18 are exercised.
- 18. Our Rights to Sell-Off Goods to Recover Payment**

- 18.1 In default of Prompt Payment of Your Debt, We shall be entitled to:
- 18.1.1 keep hold of some or all of Your Goods until We have received payment in full of all the charges You owe Us and You shall pay Us fees and charges for continued holding of the Goods at the same rates as under this Agreement or if this Agreement has been terminated, at the rate payable immediately prior to termination. If You pay Us by cheque, We shall not be considered to have received payment until the cheque has been cleared by Your bank; and/or
- 18.1.2 exercise immediately the rights described below in Condition 18 and sell such of Your Goods as is necessary for us to recover payment of Your Debt in full.
- 18.2 If We decide to exercise either of Our rights set out in Condition 18.1, You authorise Us:
- 18.2.1 to refuse You and Your Agents access to the Goods, the Unit and the site;
- 18.2.2 to enter the Unit and if necessary break Your lock to gain entry;
- 18.2.3 to secure the Unit with Our own lock in addition to or as an alternative to Your lock;
- 18.2.4 to remove and retain the Goods; and
- 18.2.5 to ultimately dispose of some or all of the Goods in accordance with Condition 18.
- 18.3 Before We sell the Goods, We will give You notice in specifying any particulars that We have of Goods, the amount of Your Debt at the date of the notice (and We shall specify, what We have reasonably calculated to be, the amount by which Your Debt is increasing after the date of that notice) and directing You to pay. If payment is not made within seven days after the date of the notice, We will sell the Goods. We will not give You any further notice of any intended sale.
- 18.4 We will sell the Goods by the best method(s) reasonably available to achieve a selling price reasonably obtainable in the open market, taking into account the cost of sale.
- 18.5 We will use the proceeds of sale to pay first the costs incurred by Us in the sale and removal of the Goods and secondly, to discharge Your Debt.
- 18.6 Any balance will be held for You. Interest will not accrue to You on the balance.
- 18.7 If the proceeds of sale are insufficient to discharge the costs of sale incurred by Us and Your Debt without deduction, You must pay any balance outstanding to Us within seven days of a written demand from Us which will set out the balance remaining due to Us after the net proceeds of sale have been credited to You. Interest will continue to accrue on the balance of Your Debt until it has been paid in full.
- 18.8 If the Goods cannot be sold for a reasonable price or at all (for any reason whatsoever), or despite Our efforts they remain unsold, You authorise Us to treat them as abandoned by You and to destroy or otherwise dispose of them at Your cost.
- 18.9 The terms of this Condition are additional to and without prejudice to all or any rights You or We may have at common law or otherwise.
- 19. Your Obligation to Check the Suitability of the Unit**
- 19.1 Because the nature and type of Goods being stored by You from time to time is at Your discretion (subject to Conditions 8 and 9), You must ensure that the Unit is suitable for the storage of the Goods that You store or intend to store in it. We do not guarantee or represent in any way 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 duration of this Agreement.
- 20. Insurance of the Goods**
- 20.1 Storage of Goods in the Unit is at Your sole risk.
- 20.2 If You have accepted the option of obtaining a policy of insurance arranged by Us then the following provisions shall apply:
- 20.2.1 the replacement value of the Goods shall be the True Total of the Value of the Goods stated on the signature page;
- 20.2.2 We do not give any advice concerning the insurance cover referred to in Condition 20.2. and it is for You to make Your own judgement whether such insurance is appropriate to cover the Goods and risks to them however you are required to insure the Goods for the higher of; a) the True Total Value of the Goods or b) the minimum insurance sum for the Unit Type used, as notified by Us to You;
- 20.2.3 if loss or damage occurs to the Goods as a result of any matter which may result in a claim under such insurance cover, notice of claims shall be made by You to Us immediately upon discovery of loss or damage;
- 20.2.4 Insurers upon receipt of notification by Us shall have the right but not the duty to appoint loss adjusters and to inspect Our and our records. You shall in the event of an incident likely to give rise to a claim give immediate notice to police in respect of:
- (a) loss or damage by theft or attempt thereof;
- (b) loss of money by any cause whatsoever;
- (c) loss or damage by malicious persons.
- In respect of loss or damage to property, You must supply the insurers with proof that such loss or damage has taken place and provide documentary evidence to support the amount being claimed.
- 20.2.5 Nothing in this Condition 20.2 shall make us Your agent.
- 20.3 If You have **not** accepted the option of obtaining a policy of insurance arranged by Us then the following provisions shall apply:
- 20.3.1 that prior to bringing the Goods onto the Site You have insured or will insure the Goods against all Normal Perils under a valid contract of insurance with a reputable insurance company for their full replacement value and will not cause or allow that insurance cover to lapse whilst the Goods or any of them remain on the Site; and
- 20.3.2 that the insurance cover will be for a sum which is the higher of; a) the replacement value of the Goods stored in the Unit from time to time and b) the minimum insurance sum for the Unit Type used, as notified by Us to You; and

- 20.3.3 that prior to bringing the Goods onto the Site You will provide written evidence to Our reasonable satisfaction of Your compliance with Condition 20.3; and
- 20.3.4 should Your insurance expire We may at our discretion arrange to insure the Goods at the True Total of the Value or the minimum insurance sum for the Unit Type used until such time as you provide written evidence to Our reasonable satisfaction of Your compliance with Condition 20.3.
- 20.4 You warrant that:
 - 20.4.1 you have written on the signature page the true total value of all the Goods;
 - 20.4.2 the aggregate value of the Goods stored in the Unit from time to time will not exceed that value; and this warranty is repeated by You to us at each Due Date.

21. Our General Liability to You

- 21.1 We do not exclude liability for death or personal injury caused by Our negligence or for fraud or any other liability which cannot be limited or excluded by applicable law.
- 21.2 Subject to Condition 21.1 Our entire liability to You under this Agreement (including as a result of Our breach of this Agreement and/or negligence by Us, Our agents and/or employees) shall not exceed the True Total Value of the Goods set out in the signature page.
- 21.3 Subject to Condition 21.1 We exclude all liability to You in respect of:
 - 21.3.1 loss or damage relating to Your business or profession, if any, including but not limited to loss of profits, business interruption, loss of goodwill or reputation, and loss of future profits or business, regardless as to how such loss or damage was caused;
 - 21.3.2 where You are a consumer, loss or damage to the Goods caused by Normal Perils, including as a result of negligence by Us, Our agents and/or employees above the sum of £50 which We consider to be the normal excess on a standard household insurance policy whether or not that policy would cover the Goods;
 - 21.3.3 where You are not a consumer, loss or damage to the Goods caused by Normal Perils, including as a result of negligence by Us, Our agents and/or employees above the sum of £250 which We consider to be the normal excess on a standard goods in storage/transit insurance policy whether or not that policy would cover the Goods;
 - 21.3.4 loss or damage to the Goods which does not arise as a direct consequence of any breach of this Agreement by Us or any deliberate or negligent act or omission on Our part; and/or
 - 21.3.5 loss or damage to the Goods which was not reasonably foreseeable at the date of entering into this Agreement, regardless as to how such loss or damage was caused.
- 21.4 It is a condition of this agreement that:
 - 21.4.1 You have written in the signature page the true total value of all the Goods;
 - 21.4.2 the aggregate value of the Goods stored in the Unit from time to time will not exceed that value, unless specifically agreed otherwise with Us; and
 - 21.4.3 this promise/assurance is repeated by You to Us at each Due Date.

22. Your General Liability to Us

- 22.1 You will reimburse Us for an amount equal to all claims, demands, liabilities, damages, costs and expenses incurred by Us or by any of Our servants, or agents or which We have incurred towards other unit users or persons on the Site as a result of any improper or unauthorised use of the Unit or the site by You or any of Your servants, Agents or invitees or which arise out of Your negligence, or the negligence of Your servants, Agents or invitees, or the breach of this Agreement by You.

23. Circumstances beyond either Our Control or Your Control

- 23.1 In the event of circumstances which are outside Our reasonable control and in respect of the 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 may include (without limitation) any Act of God, riot, strike or lock-out, trade dispute or labour disturbance, accident, breakdown of plant or machinery, fire, flood, shortage of labour, materials or transport, electrical power failures, threat or actual terrorism or environmental or health emergency or hazard, or entry into any unit including the Unit or the Site by, or arrest or seizure or confiscation of Goods by competent authorities.

24. Duration & Termination

- 24.1 This Agreement shall commence on the Commencement Date and shall continue, unless terminated earlier under this Condition 24, for:
 - 24.1.1 the Initial Storage Period and then shall be extended 4-weekly automatically (where there is no Fixed Storage Period set out on the signature page); or
 - 24.1.2 the Fixed Storage Period (where such period is set out on the signature page).
- 24.2 Either You or We may terminate this Agreement:
 - 24.2.1 where there is no Fixed Storage Period set out on the signature page by giving not less than the written notice specified on the signature to the other ending on any Due Date and termination will take effect from that Due Date, which shall be the Termination Date; or

- 24.2.2 immediately by giving written notice to the other if the other party commits a serious breach of any term of this Agreement and (in the case of a breach capable of being remedied) shall have failed within fifteen days after service of a notice to do so, to remedy the breach. The Termination Date shall be the date the notice is effectively served by one party on the other in accordance with Condition 28.9.
- 24.3 Notwithstanding the specified notice period required to terminate this Agreement under Condition 24.2.1, You may terminate this Agreement on giving Us less than the specified notice on the signature page of Your intention to do so if We agree in writing.
- 24.4 When You issue notice to vacate as required in Condition 24.2 of this Agreement, a unique reference number will be issued to You, which You should retain for use in subsequent correspondence. Upon vacation of Your Unit, You will need to call at the facility to inform a member of the team, who will then accompany You to inspect and secure Your Unit and complete a vacation record in order that storage rental can be terminated. Should You vacate outside Smart Storage Hours, it will be incumbent upon You to arrange for yourself or Your representative to return to the facility office during Smart Storage Hours in order that the inspection can be undertaken and rental can be terminated. Smart Storage Hours of office opening are displayed at the facility.
- 25. Consequences of Termination**
- 25.1 Immediately on the Termination Date, You must remove all goods (including the Goods) from the Unit and leave the Unit clean and tidy and in the same condition as at the Move-In Date. If You do not do so, You shall pay Our reasonable costs of cleaning the Unit or disposing of any goods (including the Goods) or rubbish left in the Unit or on the Site. In default of the Prompt Payment of Our Fees and any payments due to Us under this Agreement, We are relieved of any duty howsoever arising in respect of the Goods and they are held solely at Your risk, except where any loss or damage to the Goods is caused wilfully or negligently by Us and Our agents and contractors. We may treat Goods remaining in the Unit after the Termination Date as abandoned and may dispose of them in accordance with Condition 18.
- 25.2 Where this Agreement has terminated and You have paid more of Our Fees and charges than are due at the Termination Date, We will refund to You any full unused weeks charges after deduction of any payments due to Us under the provisions of this Agreement as if the balance were a Deposit under Condition 14. No interest will accrue on any money held by Us for You. Where any payments are still outstanding from You, You must pay Us in full including any outstanding interest before We will release the Goods to You. No refund will be due if You accepted one of our discounts and You terminate Your agreement during this period.
- 26. Your Duty to Inspect the Goods on Removal from the Unit**
- 26.1 You agree to examine the Goods carefully upon removing them from the Unit and You must tell Us and Your insurers about any loss or damage to the Goods as soon as is reasonably possible after doing so, in any event within 7 days. Any delay in reporting losses or damages to Goods to Us could make it more difficult for You or Us to deal with Your claim.
- 27. Our Use of Your Personal Information**
- 27.1 We collect information about You on registration, signature and whilst this Agreement continues, including personal data ("Data"). We process Data in accordance with the Data Protection Act 1998 and use it to process payments, communicate with You and generally provide Our services to You. We may share Data with, and collect Data from, credit reference or fraud prevention agencies and trade associations of which We are a member. If You apply for Our insurance, We will pass Data on to the insurer who will use the Data to provide the insurance services and who may enter such Data on to a register of claims shared with other insurers to prevent fraudulent claims. We will release Data and other account details at any time if We consider in Our sole discretion this is appropriate:
- 27.1.1 to comply with the law;
- 27.1.2 to enforce this Agreement;
- 27.1.3 for fraud protection and credit risk reduction;
- 27.1.4 for crime prevention or detection purposes;
- 27.1.5 to protect the safety of any person at the Unit;
- 27.1.6 if We consider the security of any unit at the Unit or its contents may otherwise be put at risk.
- 27.2 Your Data may be transferred to, and stored at, a destination outside the European Economic Area ("EEA"). It may also be processed by staff operating outside the EEA who work for one of our suppliers. By submitting your Data, you agree to this transfer, storing or processing. We will take all steps reasonably necessary to ensure that your Data is treated securely.
- 27.3 Also, if We sell or buy any business or assets, We may disclose Data and account details to the prospective seller or buyer of such business or assets as if substantially all of Our assets are required by a third party, Data and account details will be one of the transferred assets.
- 27.4 Individuals have the right to request a copy of the information that We hold on them and requests should be emailed or sent to the addresses on the signature page. A small charge may be made for this service.
- 27.5 You acknowledge that We may wish to use the information given by You, including Your personal information, for marketing and other purposes and/or to pass this information on to other carefully selected third parties whose similar goods or services We believe may be of interest to You. If You do not consent to receiving marketing or other materials either from us or Our chosen third parties, You should indicate this by ticking the box on signature page.
- 28. Other Provisions**
- 28.1 Any delay by Us in exercising or failure to exercise any of Our rights under this Agreement will not affect Our rights or be a waiver of those rights, nor will any partial exercise of any right exclude a further exercise of that right.
- 28.2 Every provision in this Agreement is severable and distinct from every other provision and if at any time one or more of such provisions is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not be affected in any way.
- 28.3 We intend to rely upon the written terms contained within this Agreement. You should not rely upon any promises, representations or claims made by any of Our employees, agents or contractors which are not also contained within this Agreement. This provision will not be enforced against non-business customers.
- 28.4 Any changes to this Agreement which are agreed between Us and You must be recorded in writing and it is Our practice to ensure that such documents are signed on Our behalf by one of Our directors.
- 28.5 You may not assign any of Your rights under this Agreement or part with possession of the Unit or Goods whilst they are on the Site to any other person, firm or company. Should You do so or attempt to do so, this will be treated as a serious breach of the

- Agreement under Condition 24.2.2.
- 28.6 This Agreement does not confer any rights on any third parties and the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.
- 28.7 This Agreement shall be governed by English law and You and We submit to the exclusive jurisdiction of the English courts.
- 28.8 Where You are two or more persons, Your obligations under this Agreement shall be joint and several.
- 28.9 Any notice given under this Agreement must be in writing and may be served by personal delivery to the person notified or by pre-paid first class post to the address of the party on the signature page except that the Provider may give You notice by e-mail if You have provided Your e-mail address on the signature page or otherwise. Your address for service of notices shall be Your address in England and Wales or e-mail address written in the signature page or any other address in England and Wales or e-mail address which You have subsequently notified to Us in writing. Any notice to You will also be sent to any owner (whether sole, joint or co-owners), the name and address of whom We have been previously notified by You. Any notice to Us must be sent to Our address set out in the signature page. A notice will be deemed to have been served at the time of personal delivery or forty-eight hours after it has been placed in the post or within 5 hours after sending by e-mail.

UPDATED 1/6/16