

# TERMS & CONDITIONS OF STORAGE

1. In these Conditions Ample Storage Co. is called "the Company" and any individual, firm, company or other person with whom the Company contracts is called "the Customer".
2. No variation to these conditions is binding on the Company unless specifically agreed to in writing and signed by a Partner of the Company.
3. The Company shall upon payment of the Storage Charge make available to the Customer the unit specified on the Storage Agreement by way of license only for the sole purpose of the storage of the Customer's goods. The Company may exclude the Customer from its premises and the unit(s) allocated if the Customer is in breach of any these Conditions for so long as such breach remains unresolved.
4. The Storage Agreement between the Company and the Customer shall commence from the "Date" on the Storage Agreement subject to payment by the Customer of the first month's rental charge plus security deposit, and shall continue until terminated pursuant to these conditions. The minimum charge period for which the unit(s) may be licensed to the Customer shall be 1 calendar month or as agreed by both parties.
5. (a) The Customer shall not:
  - i. Use the unit(s) or suffer to be done anything on the Company's premises which may cause, or become, a nuisance to the Company, it's employees, it's agents or the Company's other customers;
  - ii. Do or suffer to be done anything on the Company's premises which may render void or avoidable or increase the rate of premium of any insurance carried by the Company in respect of its premises or its occupiers or employers liabilities;
  - iii. Sub-license, transfer, assign or in any way part with the benefit of this Agreement which shall be reserved to the Customer.(b) The Customer shall:
  - i. Comply with all fire, safety and security precautions or instructions posted about the Company's premises or as directed by the Company's Partners/employees;
  - ii. Make themselves available to receive any deliveries of goods to the unit(s), which the Customer shall store in such a manner so as not to inconvenience the other Customers of the Company.
  - iii. Ensure that the unit(s) is secure at all times when not in use.
6. The Customer warrants to and covenants with the Company that:
  - (a) The Customer is the owner of and/or entitled in law to possession of the goods stored in the unit(s) at any time;
  - (b) Such goods are not of an illegal nature;
  - (c) Such goods are not of a dangerous nature, do not have any dangerous characteristics, include and contain no dangerous substances whatsoever, specifically include no substance which is explosive or flammable and will not contaminate or otherwise damage or affect the Company's premises or other goods stored therein;
  - (d) The goods stored shall be adequately packaged and shall not be of a perishable nature or include any animal living creature;
7. (a) The Customer will indemnify the Company and keep the company indemnified against any demand or claim made or any action or other proceeding brought against the Company arising out of or in connection with any dispute as to the ownership of the goods stored in the unit(s) or as to the person entitled in law to possession thereof or the dangerous nature of any dangerous characteristic thereof or the infective or contagious nature thereof and against all and any costs, charges, expenses, damages or loss incurred or suffered or becoming payable by the Company in or in connection with or as a result of any such demand claim or action or other proceeding.  
(b) The Customer shall also fully and effectively indemnify and keep indemnified the Company from and against all claims, actions, demands, costs and charges of whatsoever nature arising out of or resulting from the use of the unit(s) by the Customer.
8. The Customer acknowledges that any goods stored in the unit(s) remain so stored at the Customer's sole risk and expense. Should the Customer wish to insure the goods stored in the unit(s) this must be conducted via separate arrangement directly with the customers chosen insurers.
9. The Company shall not be held liable for any loss or damage to goods whatsoever and howsoever arising directly, indirectly, consequentially or otherwise whether due to or in connection with the negligence (except in relation to claims for personal injury) or any other act omissions or error of any person acting on behalf of or in connection with the Company's obligations under the Storage Agreement or otherwise.
10. Subject to clause 3 hereof the Customer and any other person thereunto authorised by the Customer shall be entitled to have access to ground floor/24hr access units and any goods of the Customer stored in those unit(s). For units with restricted access this entitlement will be restricted to the Company's business hours on the business days of the Company. The Customer must provide to the Company a minimum of 3 working days notice for access to restricted access units.
11. The Company reserves the right to enter the unit(s) without the Customer's permission and remove all or any of the goods stored in the unit(s) for the purpose of inspection cleaning and repairs to the unit(s) or if in the opinion of the Company such entry is required in the interests of safety or to prevent damage or injury to persons or property or allow access to local regulatory or criminal justice bodies or authorities as requested. The Company shall not be liable for any damage caused to the goods stored in the unit(s) as a result of such entry and removal except to the extent that this is due to the negligence of the Company or its agents.
12. This Agreement shall not confer upon the Customer any exclusive right to possession of the unit(s) and the Company may upon giving two weeks prior notice to the Customer transfer any goods stored within the unit(s) to another unit(s) within the Company's premises in which event this Agreement shall apply to such other unit(s) in similar fashion to the units originally designated for the Customer provided however that any unit(s) so substituted shall be of no less size or higher price than that occupied by the Customer prior to such move.
13. The Customer shall pay a deposit to the Company equal to one calendar month charge on the signing of the Storage Agreement. This sum shall be retained by the Company until termination of the Storage Agreement and thereafter returned to the Customer without interest and less any sums deducted in respect of cleansing or repair of the unit(s) which the Company may in its sole discretion decide is necessary to bring the unit(s) up to substantially the same standard and condition as when the Storage Agreement commenced or in respect of arrears of charges whether by reason of unpaid charges or late charges or otherwise.
14. The Company shall be entitled to send any notice, bill, statement or any other document whatsoever to the Customer at the address set out in the Storage Agreement or if any change of address shall have been notified to the Company at the last address so notified and any notice, bill, statement or other document whatsoever so sent by the Company shall be deemed to have been received by the Customer two days after posting by first class post.
15. (a) The monthly Charge shall be payable during which either there are goods stored in the unit(s) for which the Customer is responsible or during which the Customer requires to use the unit(s). The Customer shall be deemed to require the unit(s) until 7 days have lapsed from giving notice to vacate the unit(s).  
(b) The Charge for the first calendar month of using the unit(s) shall be due and payable on the commencement of the Storage Agreement. Subsequent rental charges must be paid within 30days of invoice issuance by the Company.  
(c) Failure to pay invoices within 30days from the date of invoice will incur a late payment charge of £20.00 per unpaid invoice. The Company also reserves the right to deny the Customer access to goods stored until the Company is in receipt of cleared funds against all outstanding charges.
16. All and any goods stored in the unit(s) is subject to a general lien of the Company for all sums due and payable, and becoming due or payable under the Storage Agreement and for any other monies due to the Company from the Customer.
17. (a) If the Charge for the unit(s) or any other unit(s) rented by the Customer shall remain unpaid for more than 2months the Company may give notice in writing to the Customer of it's intention to sell the goods stored in any such unit(s) to meet unpaid Charges.  
(b) If the Customer does not settle in full within 3 months of the date of a notice given under paragraph (a) of this Condition the Company shall at its absolute discretion be entitled to dispose of such goods at Public Auction or otherwise or by destroying the same.  
(c) The proceeds of any sale under paragraph (b) of this Condition shall be applied by the Company first to the unpaid charge or any other sums due or payable under the Storage Agreement and to any costs charges and expenses incurred by the Company in or in connection with such sale and the Customer shall only be entitled to claim the balance (if any) remaining thereafter.  
(d) Any sale under paragraph (b) of this Condition shall be without prejudice to the Company's right to recover from the Customer any balance outstanding and due from the Customer after the proceeds of such sale have been applied in accordance with paragraph (c) of this Condition.
18. (a) The Company may at any time and at its absolute discretion without giving any reason give notice to the Customer requiring the Customer to pay all arrears of Charge and other sums due and payable under the Storage Agreement and remove all goods stored in the unit(s) from the Company's premises and if the Customer does not pay such sums and remove the goods within 7 days of the giving of such notice then the Company may remove the goods to such storage facilities as it may decide at the expense and risk of the Customer. If within 21 days of the giving of such notice the goods shall not have been removed then the Company may give notice of its intention to sell the goods by sale at Public Auction or otherwise or by destroying the same.  
(b) The proceeds of any sale under paragraph (a) hereof may be applied by the Company first to any unpaid Charge, to any other sums due or payable under the Storage Agreement and to any costs charges and expenses incurred in connection with such sale and the Customer shall only be entitled to claim the balance (if any) remaining thereafter.  
(c) Any sale under paragraph (a) hereof shall be without prejudice to the Company's rights to recover from the Customer any balance outstanding and due from the Customer after the proceeds of such sale have been applied in accordance with paragraph (b).
19. The Company reserves the right to alter the foregoing Terms & Conditions at any time and the Condition so altered shall apply to all Storage Agreements whether current at that time or entered into thereafter provided always that in the case of current Storage Agreements prior notice in writing shall be given by the Company to the Customer not less than 1 month before the variation shall come into effect.
20. The Company shall not be liable to the Customer for any loss or damage which may be suffered by the Customer as a direct result of the performance of the Storage Agreement by the Company being prevented, hindered or delayed by reason of any Act of God, riot, strike or lock-out, trade dispute or labor disturbance, accident, break-down of plant or machinery, fire flood, difficulty in obtaining workmen, materials or transport or other circumstances whatsoever outside the control of the Company affecting the provision by the Company or the availability of the unit(s).
21. Nothing in these Conditions or in the Storage Agreement shall be treated as creating any tenancy, lease or any relationship of landlord and tenant between the Company and the Customer.