

2017 Terms and Conditions of a licence to store goods

1. **Definitions.** In these Terms and conditions the following words have the following meanings: **We/us/our:** Kent Self Storage Ltd, **You/Your:** The customer named in the schedule, **Goods:** anything that you store on the site or in the Unit, **Unit:** the storage unit specified in the Schedule or any alternative storage unit we may specify under condition 12, **Commencement Date:** The first date for use as specified in the Schedule, **Site:** the premises on which the unit is situated, **Access Hours:** the hours we permit access to the Unit. **Prohibited Items:** those items specified in Condition 9, **Deposit:** the amount specified in the Schedule, **Licence Fee:** the amount specified in the Schedule, **Due Date:** the date specified in the Schedule and the corresponding date in each period specified in the Schedule or the previous business day if the Due Date falls on a Saturday, Sunday or public holiday, **Schedule/Agreement:** the Licence Agreement or the Notification of Change document.
2. **Inspection.** You must inspect the Unit before storing any goods and inform us if you believe it is damaged or unsuitable for your requirements in any way. If you do not do so the Unit will be deemed to be suitable for you and in good condition at the Commencement Date.
3. **Access to the Unit by You and by Us.** You may have access to the Unit at any time during the access hours. No access to the unit will be permitted outside these hours. We may change the Access Hours at any time without giving you prior notice.
4. **Your Right to Occupy:** We permit you but no other person to use the Unit in accordance with these Terms and Conditions from the Commencement Date until this agreement is terminated..
5. Only You and persons authorised in writing or accompanied by you are permitted to have access to the Unit. You may withdraw any authorisation at any time but the withdrawal will not be effective until we receive it in writing. We may ask for proof of identity from you or any other person at any time (although we are not obliged to do so) and we may refuse access to any person (including you) who is unable to provide satisfactory proof of identity.
6. We will provide a padlock for the Unit and you must ensure that is locked at all times when you are not in attendance. We will not be responsible for locking any unlocked Unit.
7. You will permit Us (and our agents or workmen) to enter the Unit at any time in an emergency and otherwise if we give you not less than seven days' notice so that we may inspect it carry out repairs, maintenance and alterations to the Unit or any other Unit or part of the Site or ensure compliance with these terms and conditions for any other purpose.
8. We may enter the unit at any time without notifying you (and if necessary may break the lock to gain entry):- (i) if we believe that the unit contains Prohibited items or is being used in breach of these terms and conditions : (ii) if we are required to do so by the Police, Fire Services, Local Authority or by a Court Order: (iii) if we believe it is necessary in an emergency; (iv) to obtain access in accordance with Conditions 7, 13, 19 and 20: (v) to prevent injury or damage to persons or property, or (vi) if we are of the opinion that any of the above apply, for the purposes of ascertaining this.
9. **Use of the Unit and the Site.** You may only use the unit for storage and not for any other purpose. You must not store (and you must not allow any other person to store) any of the following in the Unit:- (i) food or perishable goods unless securely packed so that they are protected from vermin; (ii) birds, fish, animals or any other living creatures; (iii) combustible or flammable materials or liquids such as paint, petrol, oil or cleaning solvents; (iv) explosives, weapons, ammunition, (v) chemicals, radioactive materials, biological agents; (vi) toxic waste, asbestos or other materials of a dangerous nature, (vii) any items which emit any fumes, smell or odour; (viii) any illegal substances, illegal items or goods illegally obtained; (ix) compressed gases; (x) rubber tyres used by any vehicles
10. You must not or allow any other person to:- (i) use the Unit to do anything on the Site or in the Unit which may be a nuisance to us or to the users of any other unit or the site; (ii) 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; (iii) use the unit as offices or living accommodation or as a home or business address; (iv) spray paint or do any mechanical work of any kind in the Unit; (v) attach anything to the walls, ceiling, floor or doors of the Unit or make any alteration to the Unit; (vi) 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; (vii) cause any damage to the Unit or any other Unit or the site or its facilities or to the property any possessions of us or any of our other customers. If you cause any damage you must (at our option) repair, restore or replace such damaged item or reimburse our costs in making necessary repairs, restoration or replacement; (viii) cause any obstructive or undue hindrance in any passageway, service area or any other part of the Site and you must at all times exercise courtesy to others in using these areas.
11. You must: (i) inform us immediately of any damage to the Unit; (ii) comply with the directions of any of our employees or agents at the Site and any further regulations for using the Unit which we may issue from time to time.
12. **Alternative Unit.** We may at any time by giving you seven days written notice require you to remove your goods from one unit to another unit specified by us. The alternative unit shall be of a similar size to the current Unit.
13. Removal of your goods from the current Unit to the Alternative Unit will be at your expense. If you do not arrange removal of your goods to the alternative unit by the time specified in the notice, we may enter the Unit and arrange for goods to be moved. Any removal arranged by us will be at your risk (except for loss or damage caused wilfully or negligently by us or our removal agents) and the removal expenses will be payable by you and we may add them to the Licence Fees.
14. If your goods are moved to an alternative unit, this agreement will be varied by the substitution of the Alternative unit number but this agreement will otherwise remain in full force and effect and the licence fees will continue to apply to the alternative unit.
15. **Deposit.** You must pay us the deposit when you sign this agreement. The Deposit will be returned to you without interest (within 21 days) after this Agreement terminates less any amount we may deduct to cover:- (i) repairing any damage to the Unit, Site or any other Unit caused by you, your agents or invitees or by goods stored in the Unit; (ii) replacement of any locks or keys damaged or not returned to Us (iii) any unpaid Licence fees or removal or other charges; or (iv) any other obligations to us that you have not discharged in full.
16. **Licence Fees.** You must pay us the licence fees for the minimum period of storage on signature of this agreement and thereafter must pay the Licence fees on the due date. If you do not pay the licence fees on the due date, you will immediately become liable to pay a late payment charge equal to 10 per cent of the licence fees (subject to a minimum charge of £5) for each period of two weeks or any part of it that the licence fees (including any late payment or other charges) remain unpaid after the due date.
17. In the event that any cheque is dishonoured, we may make a further charge of £12 on each occasion that your cheque is returned.
18. **Increases.** We may alter the licence fees at any time by giving you written notice and the new licence fees shall take effect on the first due date occurring not less than three weeks after the date of notice.

19. **Non Payment of Licence Fees** If you do not pay the licence fees on the due date or the late payment charge or either, we may exclude you from the site and from the Unit and we may break the lock on the unit and install a new or additional lock, whether or not we have exercised our right to terminate this agreement. Exercising our right to exclude you from the site and the unit does not affect your obligation to pay any unpaid or future licence fees or late payment charges.
20. If any part of the licence fees or the late payment charge is still outstanding one month after the Due Date then we may:- (i) give you written notice that we will remove all the goods in the unit if you have not paid all outstanding amounts due in full within 72 hours of the posting of that notice by us to you at your address set out in the schedule; (ii) on expiry of the notice in sub-condition 20 (i), remove all the goods in the Unit to any alternative storage facilities that we may decide without incurring any liability for loss or damage to the goods arising from their removal and alternative storage; (iii) charge you the full cost of removing the goods from the unit and alternative storage costs together with any repeated costs if we require to move the goods at any time afterwards (iv) sell the goods on your behalf and pass good title to them and use the proceeds of sale to discharge any outstanding licence fees and other charges due to us. If the proceeds of sale are insufficient to discharge your outstanding liability to us then you will remain liable for the balance and we may take any action we consider necessary to recover the outstanding amounts; (v) treat any goods not sold as abandoned and destroy or otherwise dispose of them.
21. **Termination.** Either you or we may terminate this agreement this agreement by giving not less than 14 days written notice. Any licence fees paid in advance will be refunded but we may make deductions from them as if they were deposit under condition 15.
22. You may not terminate this agreement if any licence fees or other charges are outstanding or if you are otherwise in breach of this agreement.
23. We may terminate this agreement immediately by giving you written notice if you are in breach of any term of this agreement.
24. **On termination.** On termination of this agreement you must remove all goods from the unit and leave the unit clean and tidy and in the same condition as at the commencement date. We may charge you if we have to clean the unit or dispose of any goods or rubbish left in the unit or on the site.
25. We may treat any goods remaining in the unit after termination as abandoned and may dispose of them in accordance with conditions 20 (iv) and (v)
26. Storage of goods in the unit is at your sole risk. In this case you also warrant to us: that 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 be for a sum which is lower than the replacement value of the goods stored in the unit from time to time.
27. Nothing in these conditions shall make us your agent.
28. We do not exclude liability for physical injury to or the death of any person and which is a direct result of our negligence or wilful default or that of our agents and/or employees.
29. You will indemnify us against all claims, demands, liabilities, damages, costs and expenses incurred by us or by any of our servants, agents or other unit users or persons on the site which arise out of the use of the unit or the site by you or your or invitees or arise out of the breach of this agreement by you.
30. 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. We shall not be liable 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 our reasonable control. 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 failures, threat of 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.
31. **Exclusion of liability.** We exclude all liability in respect of loss or damage relating to you and your business, if any, including consequential and economic loss, lost profits or business interruption and all liability in respect of 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.
32. Normal Perils in condition 31 (above) mean 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.
33. **Notices.** Any notices given under this agreement must be in writing and may be served by personal delivery, or by pre-paid post. Any notice to you may be sent to the address stated in the schedule or any other address which you notify to us in writing. Any notice to you will also be sent to any owner (whether sole, joint, or co-owners) of which we have been notified by you. Any notice to us must be sent to our address at the site. Notices will be deemed to be effectively served immediately if served personally or forty eight hours after they have been placed in the post.
34. **General** Any delay by us in exercising any of our rights under this agreement will not impair our rights, nor will any partial exercise of any right preclude a further exercise of that right.
35. You may not assign any of your rights under this agreement or part with possession of the unit to any other person, firm or company.
36. No variation of these terms and conditions will be effective unless expressly accepted in writing by us and signed by one of our directors. None of our employees or agents who is not also a director has any authority to vary these terms and conditions on our behalf whether orally or in writing.
37. Every provision in these terms and conditions is several 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.
38. This agreement shall be governed by English law and you and we submit to the exclusive jurisdiction of the English courts.
39. This agreement shall not create a tenancy.
40. Where the customer is two or more persons your obligations under this agreement shall be joint and several.
41. We reserve the right to refuse any goods regardless of reason.
42. All goods accepted will become subject to lien in respect of continued non-payment of our charges.