

## Storage Agreement and Terms and Conditions

Between: Manor Road Storage (The Company)

And: (Full name) .....

(Address) .....

.....

.....

.....

(Post Code) .....

(Phone) .....

(Email) .....

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### Storage details

Unit Number/s .....

Start Date .....

Storage Charge and period £                      weekly/monthly plus VAT

\*An initial 4 weeks of storage will be taken up front and then invoiced every 4 weeks, unless agreed otherwise

I declare that the full value of the property to be stored is £ .....

- I agree that if I do not declare a value to you, my entitlement will be limited in accordance with Clauses 13.1 and 15 of your Terms and Conditions.

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Full name(s) of any person(s) other than the Customer who is/are permitted by the Customer to have access to the Unit (see Condition 3)

- .....
- .....
- .....
- .....

We agree to grant you, and you accept, a licence to use and access the unit identified on the conditions of this agreement set out in this cover sheet and the attached pages. This agreement will be legally binding on you once you have signed it, so we urge you to make sure that you read all the conditions carefully before signing this agreement.

In particular, please acknowledge that you have read the conditions identified below and which are of special importance in this agreement. Please initial the boxes alongside each reference.

We do not insure the Goods, nor can we arrange insurance of the Goods. Insurance of your Goods will be your sole responsibility and we can not give any advise concerning insurance.

Please Initial	Condition Number	
	7	Prohibited Goods and Prohibited Uses of the Site
	10	Payment of our fees
	11	Remedies and our right to Lien in the event of non-payment of fees
	13 & 15	Exclusions and Limitations of Our Liability

I have read and accept the Terms and Conditions printed on this Agreement and agree to be bound by them.

Signed ..... (the Customer)

Date .....

## Manor Road Storage Terms & Conditions

### 1. Definitions

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

Access Hours the hours We permit access to the Unit

This Agreement these terms and conditions and the information set out hereon

Deposit the amount specified in the agreement

Due Date the Start Date for the first period in the cover sheet and the first day of each subsequent period or the previous business day if the Due Date falls on a Saturday, Sunday or public holiday.

End Date the date of termination of this Agreement in accordance with Condition **17**.

The Goods anything You store in the Unit at any time during this Agreement

Normal Perils physical loss of or damage to Goods caused by fire, lightning, explosion, earthquake, aircraft or articles dropped from them, storm, flood, bursting &/or leaking pipes, ingress of water or other liquid substance, moth, insect or vermin, theft accompanied by forcible and violent entry to or exit from the building or Unit, riot, strike, civil commotion, malicious damage, and impact by vehicles of any kind.

Our Fees The amount specified which does not include VAT which

shall also be paid by you where it is or becomes applicable.

Prompt Payment

In respect of payment of each and every sum due under this Agreement, payment on the Due Date or within two working days afterwards, and in respect of any sum being due under any other agreement between You and Us, payment within seven days of that sum being demanded in writing

Site

the premises on which the Unit is situated

Start Date

the date specified in the cover sheet

Unit

the storage or any alternative storage unit We may specify

We, Us, Our

The Company, Manor Road Storage

You, Your

the Customer named on the licence agreement

1.2. Please note that all Unit sizes are approximate and We accept no responsibility for their accuracy. In agreeing to Our Fees You accept these apply to the Unit You use and not any Unit represented.

2. So long as Our Fees are paid up to date, We license You but no other person:-

2.1. to use the Unit for the storage of Goods in the Unit in accordance with this Agreement from the Start Date until the End Date; and  
2.2. to have access to the Unit at any time during the Access Hours only for the purposes of depositing, removing, substituting or inspecting the Goods and Your regular inspection of the Unit for damage or unsuitability for the Goods. No access to the Unit will be permitted for any other purposes or outside Access Hours. We

reserve the right to change Access Hours without giving any prior notice.

3. Only You and persons authorised in writing or accompanied by You will be allowed to have access to the Unit. Any such person is Your agent for whose actions You are responsible and liable to Us and to other users of units on the Site. You may withdraw any authorisation at any time but the withdrawal will not be effective until We receive it in writing. 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. We may refuse You or Your agents 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 contents, or other units or their contents, will be put at risk.
4. You will permit Us and Our agents and contractors to enter the Unit in the following circumstances and if necessary We may break the lock to gain entry:-
  - 4.1. if We give You not less than seven days' notice so that We may inspect the Unit or carry out repairs, maintenance and alterations to it or any other unit or part of the Site;
  - 4.2. at any time without notifying You:-
    - 4.2.1. if We reasonably believe that the Unit contains any items described in Condition 7 or is being used in breach of Condition 8;
    - 4.2.2. if We are required to do so by the Police, Fire Services, Trading Standards, HM Revenue & Customs, Local Authority or any other government or statutory authority or by a Court Order;
    - 4.2.3. for any purpose including that in Condition 4.1, if We believe it is necessary in an emergency;
    - 4.2.4. to obtain access in accordance with Our powers under Condition 11;
    - 4.2.5. to prevent injury or damage to persons or property; or
    - 4.2.6. for the purpose of ascertaining whether the Unit contains any items described in Condition 7 or 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. By entering into this Agreement, you guarantee that:
  - 5.1.1. The goods to be stored are your own property, or
  - 5.1.2. The person(s) who own or have an interest in them have given you authority to make this contract and have been made aware of these conditions.
  - 5.1.3. You will pay us for any claim for damages and/or costs brought against us if either warranty 5.1.1 or 5.1.2 is not true.
6. We may refuse to permit You to store any Goods or require You to collect any Goods from the Unit if in Our opinion the safety of any person on the Site, or the security of the Unit or its contents, or other units or their contents, would be put at risk by the storage or continued storage of any such Goods.
7. You must not store (and You must not allow any other person to store) any of the following in the Unit:-
  - 7.1. food or perishable goods unless securely packed so that they are protected from and do not attract vermin;
  - 7.2. birds, fish, animals or any other living creatures;
  - 7.3. combustible or flammable materials or liquids such as gas, paint, petrol, oil or cleaning solvents;
  - 7.4. firearms, explosives, weapons or ammunition;
  - 7.5. chemicals, radioactive materials, biological agents;
  - 7.6. toxic waste, asbestos or other materials of a potentially dangerous nature;
  - 7.7. any item which emits any fumes, smell or odour;
  - 7.8. any illegal substances, illegal items or goods illegally obtained, including counterfeit goods, illicit (smuggled/counterfeit) tobacco, illicit alcohol, unlicensed medicines, unsafe goods (including toys, electrical items, cosmetics, fireworks);
  - 7.9. compressed gases.

- 7.10. Any other items on the 'list of prohibited goods' displayed at the entrance of the building.
8. You must not (and You must not allow any other person to):-
  - 8.1. use the Unit or do anything on the Site or in the Unit which may be a nuisance to Us or the users of any other unit or any person on the Site;
  - 8.2. do anything on the Site or in the Unit which may invalidate any of Our insurance policies or those of other unit users or increase the premiums payable on them;
  - 8.3. use the Unit as offices or living accommodation or as a home or business address and not use the address of the Site or the Unit for receiving or sending mail;
  - 8.4. spray paint or do any mechanical work of any kind in the Unit;
  - 8.5. attach anything to the internal or external surfaces of the Unit or make any alteration to the Unit;
  - 8.6. allow any liquid, substance, smell or odour to escape from the Unit or any noise to be audible or vibration to be felt outside the Unit;
  - 8.7. cause any damage to the Unit or any other unit or the Site or its facilities or to the property of Us or any other unit users or other persons on the Site and if You cause any damage You must (at Our option) repair, restore or replace such damage or item or reimburse the costs of making necessary repairs, restoration or replacement or make proper compensation;
  - 8.8. leave anything in or cause any obstruction or undue hindrance 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.
  - 8.9. leave any waste or refuse that is created by storing the Goods. You will be charged the reasonable costs of disposing of such waste or refuse if You fail to comply with this term; or
  - 8.10. connect or provide any utilities or services to the Unit unless authorised in advance in writing by Us.
9. You must (and You shall ensure that anyone authorised by You to use or access the Unit must):-
  - 9.1. use reasonable care when on the Site or in the Unit and take all reasonable care in respect of the Unit, the Site, and the property of Us or any other unit users or other persons on the Site;
  - 9.2. inform Us of any damage or defect to the Unit immediately You become aware of it;
  - 9.3. comply with the reasonable directions of any of Our employees, agents and contractors at the Site and any further regulations for the use safety and security of the Unit and the Site which We may issue from time to time;
  - 9.4. pay for the reasonable cost of repairs to or cleaning of or making good the Unit or the Site as a result of any damage caused by You or anyone authorised by You to access and use the Unit, including but not limited to Your removal, haulage or delivery contractors; and
  - 9.5. submit to Us an inventory of the Goods if We shall request one.
10. Payment of fees:
  - 10.1. You must pay Us Our Fees for the minimum period of storage on signature of this Agreement and for each successive period You must pay Our Fees on the Due Date. All sums payable to Us under the Agreement will become due immediately upon termination of the Agreement.
  - 10.2. We may alter Our Fees at any time by giving You written notice and the new Fees shall take effect on the first Due Date occurring not less than four weeks after the date of Our notice. You may terminate this Agreement without charge at any time before the new Fees take effect.
  - 10.3. If You do not pay Our Fees on the Due Date, We reserve the right to charge a £20 administration fee for chasing late payment.
  - 10.4. We will not accept that payment has been made until We have received cleared funds. In the event that any cheque is dishonoured, We may pass on any administrative charges that We incur as a result of this.
11. We bring to Your attention that We take the issue of Prompt Payment very seriously and have a right of lien. If any sum owing from You to Us under this Agreement or any other agreement between You and Us (in this Condition called "**Your Debt**") is not paid when due, then We have the rights set out in this Condition **11**.

- 11.1. The terms of this Condition are additional to and do not affect any and all rights We may have at common law or otherwise.
- 11.2. We are entitled to hold on to the Goods until Your Debt has been paid in full and received by Us in cash or, if by cheque, until the cheque has been paid by Your bank.
- 11.3. We shall be entitled to invoice You and You shall pay Us fees and charges at the same rates as under this Agreement and if this Agreement has been terminated, the relevant rate at which such fees and charges will be payable by You will be the rate which was payable immediately prior to termination.
- 11.4. You authorise Us:-
- 11.4.1. to refuse You and Your agents access to the Goods, the Unit and the Site and to install a new lock on the Unit until the outstanding amount has been recovered by Us in full;
- 11.4.2. to enter the Unit and inspect and remove the Goods to another unit or Site and to charge You for all reasonable Costs incurred by Us in moving and storing Your Goods together with any repeated costs if We reasonably require to move Your Goods at any time afterwards;
- 11.4.3. to hold onto and/or ultimately dispose of some or all of the Goods.
- 11.5. In the event that You do not pay any of Our Fees or charges and the Goods are left in the Unit, they may be removed and stored in an alternative location at Your sole risk. We exclude any liability in respect of the Goods when payment of Our Fees or charges is overdue and exclude any duty of care however it may arise.
- 11.6. In the event that Your Debt is not paid promptly or You fail to collect the Goods after We have required You to collect them or upon expiry or termination of this Agreement, We may, subject to Condition 11.7, sell the Goods as if We were the owners and You acknowledge that We will pass all rights of ownership in the Goods to the buyer. We will use the proceeds of sale to pay first the costs incurred by Us in the sale and removal, and second to pay Your Debt. We will hold any balance for You. Interest will not accrue to You on the balance.
- 11.7. If the proceeds of sale are insufficient to discharge all or any part of the costs of sale incurred by Us and Your Debt, 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 Your Debt until payment has been made. We may take action to recover the outstanding amounts including any legal and administration costs that are incurred.
- 11.8. Before We sell the Goods, We will give You notice in writing by registered or recorded delivery post at Your address on the cover sheet or any other address in the UK notified by You to Us in writing before We send Our notice. If You have not provided Us with an address in the UK We will try to contact You at any address You have provided which may include email. Our notice will specify the amount of Your Debt at the date of the notice (and, in Our sole discretion, specifying any amount by which Your Debt is increasing after the date of that notice) and will direct You to pay Us. It will also specify that, if You fail to pay within one month after the date of the notice, We will sell the Goods. We do not agree to give You any further notice of any intended sale.
- 11.9. We will sell the Goods for the best price reasonably available in the open market, taking into account the costs of sale.
- 11.10. If the Goods cannot reasonably and economically be sold (for any reason whatsoever), or they remain unsold despite Our efforts, You authorise Us to treat them as abandoned by You and to destroy or otherwise dispose of them at Your cost.
12. Because the nature and type of goods being stored by You from time to time is entirely Your choice (subject to Condition 7 and 8) You must ensure that the Unit is suitable for the storage of the goods that You store or intend to store in it. We do not warrant or represent that any unit allocated to You is a suitable place or means of storage for any particular goods. We strongly advise You to inspect the Unit before storing Goods in the Unit and

from time to time throughout the period of this Agreement.

### **13. Our Liability**

#### **13.1. Limited Liability**

- 13.1.1. If you do not provide us with a declaration of value, or if you do not require us to accept Enhanced Liability pursuant to clause 13.2, then our liability to you is to be determined in accordance with Clauses, 13.1.2 and 15.
- 13.1.2. In the event of loss of or damage to your Goods caused by Normal Perils, including as a result of negligence by Us, Our agents and/or employees, our liability to you is to be assessed as a sum equivalent to the cost of their repair or replacement, taking into account their age and condition immediately prior to their loss or damage, subject to a maximum liability of £100 per Unit.

#### **13.2. Enhanced Liability**

- 13.2.1. If you provide us with a declaration of the value of your goods, the amount of our liability to you in the event of loss or damage to those goods caused by Normal Perils, including as a result of negligence by Us, Our agents and/or employees and in accordance with Clauses 13.2.2, 13.2.3 and 15 below, subject to a maximum liability of £20,000.
- 13.2.2. In the event of loss of or damage to your caused by Normal Perils, including as a result of negligence by Us, Our agents and/or employees, our liability to you is to be assessed as a sum equivalent to the cost of their repair or replacement whichever is the smaller sum, taking into account the age and condition of the goods immediately prior to their loss or damage, and subject to the maximum liability of £20,000 referred to in clause 13.2.1.
- 13.2.3. Where the lost or damaged item is part of a pair or set, our

liability to you, where it is assessed as the cost of replacement of that item, is to be assessed as a sum equivalent to the cost of that item in isolation, not the cost of that item as part of a pair or set.

- 13.3. We exclude all liability in respect of loss or damage relating to Your business, if any, including consequential loss, lost profits or business interruption;
- 13.4. We will have no other liability under this agreement for damage to the Goods caused by a Normal Peril or any other cause.
- 13.5. 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.
14. You will be liable for and will compensate Us for the full amount of all claims, demands, liabilities, damages, costs and expenses incurred by Us or by any of Our employees or 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 by any of Your employees, agents or persons You invite or authorise to access the Site or the Unit or which arise out of the breach of this Agreement by You.
15. 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. In certain cases We may not be able to allow You access to the Unit or Site. We shall have no liability under or be considered to be in breach of this Agreement for any delay or failure in performance of Our obligations under 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. If this happens, then We will not be responsible for failing to allow access to Your Goods for so long as the circumstances continue. We will try to minimise any effects arising from such circumstances.

16. This Agreement shall expire on the End Date as described in Condition 17.

17. Either You or We may terminate this agreement:-

17.1 by giving to the other in written notice of no less than the required number of Notice Days ending on any Due Date, termination will take effect from that Due Date, which shall be the End Date; or

17.2 If we do commit a breach of this Agreement and, if the breach can be put right, We do not put it right within 14 days of You notifying Us of the breach then You may immediately terminate this Agreement by notice in writing to Us

17.3 If You commit a breach of this Agreement and, and if this breach can be put right within, You do not put it right within 14 days of Us notifying You of the breach, the We may immediately terminate this agreement by notice in writing to you.

17.4 Upon terminating 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 Start Date. If You do not do so, You shall pay Our costs of cleaning the Unit or disposing of any goods or rubbish left in the Unit or on the Site. If You do not make 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. We may treat Goods remaining in the Unit after the End Date as abandoned and may dispose of them in accordance with Conditions 11.5 to 11.10. You will also be responsible for the removal of any rubbish You create during this Agreement or following the End Date and We do not provide waste bins for Your use. If You leave rubbish on the Site or use Our bins a charge will be applied to Your account for the costs of its removal.

17.5 Termination will not affect either Your or Our outstanding rights or

duties, including Our right to recover from You any money You owe Us under this Agreement.

17.6 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 the balance to You after deduction of any payments due to Us. 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.

18. You agree to examine the Goods carefully at the time You remove them from the Unit and must tell Us about any loss or damage to the Goods as soon as is reasonably possible after doing so.

19. Notwithstanding clauses 13 and 15 we will not be liable for any loss of or damage to the goods unless a claim is notified to us, or to our agent, in writing as soon as such loss or damage is discovered (or with reasonable diligence ought to have been discovered) and in any event within seven (7) days following removal of the goods from the Unit / Site.

20. If We decide not to exercise or enforce any right that We have against You at a particular time, then this does not prevent Us from later deciding to exercise or enforce that right unless We tell You in writing that We have waived or given up Our ability to do so.

21. 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.

22. We consider this Agreement sets out the whole agreement between You and Us in relation to the grant to You by Us of a licence to use and access the Unit.

23. We may, at any time, modify any of the terms of this Agreement and to change or impose new or additional terms and conditions as long as such modifications and/or additional terms and conditions are notified to You in writing and signed by one of Our directors. None of Our other employees or agents has any authority to vary this Agreement on Our



behalf whether orally or in writing or to make any representation of fact that is or may be inconsistent with the terms of this Agreement. If You are notified of any changes and do not take any steps to terminate this Agreement, Your continued use of the Unit will be considered as Your acceptance of and agreement to the amended terms. You may terminate this Agreement without charge at any time before the changes take effect by giving notice in accordance with Condition **17.1**

24. This Agreement is personal to You. You may not assign or transfer 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.
25. You agree that it is not intended that anyone other than You and Us will have any rights under this Agreement and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.
26. This Agreement shall be governed by English law and any dispute or claim that either You or We bring will be decided on the basis of the laws of England and Wales by the Courts of England and Wales unless You request that Your local United Kingdom law or jurisdiction should apply (in which case that other relevant United Kingdom law and/or jurisdiction shall apply).
27. This Agreement shall not create a lease or tenancy or constitute Us as bailees of Goods.
28. Where You are two or more persons Your obligations under this Agreement shall be obligations of each of You separately.
29. Where You or We are required to give notice under this Agreement, any notice must be in writing and will only be considered to have been given to the other if it has been delivered by hand to the person notified or sent to its address or by pre-paid post. Any notice from Us to You will be sent to Your address written in the cover sheet or any other address in England which You have previously notified to Us in writing. Any notice to You will also be sent to any owner(s) of the Goods (whether sole, joint, or co-owners) if You have previously notified Us of their name(s) and address(es). Any notice from You to Us must be sent to Our address set out in the cover

sheet. A notice will be served at the time of personal delivery or forty-eight hours after it has been placed in the post.

30. We collect information about You when You register with Us and throughout the course of this Agreement. This information includes Your personal data ("**Your Data**") and We process Your Data in accordance with the Data Protection Act 1998.
  - 30.1. Your Data will be used for the purposes of this Agreement, processing payments, communicating with You and generally maintaining Your account with Us.
  - 30.2. You have the right to request a copy of the information that We hold about You. If You would like a copy of some or all of Your personal information, please email or write to Us at the address set out in the cover sheet. We may make a small charge for this service.