THE STORAGE ZONE
9 Bertram Street, Hamilton, ML3 0QS

STORAGE TERMS AND CONDITIONS

The agreement for the provision of storage space is made between the customer and The Storage Zone subject to the Terms and Conditions set out below.

You must advise The Storage Zone promptly if you have a change of address or telephone number.

NON-PAYMENT OF LICENCE FEES: Unless agreed otherwise, invoices will be issued approximately 14 days in advance of payment date. It is your responsibility to ensure that your payment is received by us on or before the due date. A late charge of 10% of the storage charge or £10 (whichever is greater) will be incurred for each two week period the storage charge remains outstanding. If you remain in default of the storage charge we may take various steps to recover our costs, and to dispose of your goods. See attached conditions.

TERMINATION: Licence Fees paid in advance will be refunded to the nearest unused seven day period together with your deposit. You will be refunded by cheque between 14-28 days following departure on condition that you give 28 days notice of departure, leave your storage room clean, do not incur any charges for damage, and provided that all charges are paid up to date.

CHARGES: Storage charges may be reviewed at any time subject to giving you not less than 14 days notice in writing.

LIABILITY: The Storage Zone are not liable for any loss of or damage to the goods stored or to any goods or deliveries accepted on your behalf or for any consequential loss even if that damage is due to the fault of The Storage Zone.. It is a condition of storage that you must insure your goods in store by either lodging evidence of your own insurance(it is your sole responsibility to ensure that your Policy is adequate and valid in all respects)

SECURITY AND ACCESS: Access is available during the notified business hours. You accept that The Storage Zone reserves the right to make and to alter regulations concerning the hours of access, general management and security of the complex and your unit, and you agree to observe and abide by such regulations. You are in final control of access to your unit.

OWNERSHIP OF GOODS: You confirm that you are the owner of the items stored, or that ownership is vested in you for the purpose of entering into this agreement. You confirm that the owner of the goods, if not you, understands and accepts The Storage Zone's right ultimately to sell or dispose of goods to recover any outstanding charges.

DEFINITIONS

1. **In these terms and conditions the following words have the following meanings:-**
   - a **You, your:** the customer named in the Schedule
   - b **We, us, our:** The Storage Zone and or affiliated companies
   - c **Goods:** anything that you bring on Site and store in the Unit
   - d **Unit:** the storage unit specified in the Schedule and/or any other storage unit the customer may occupy
   - e **Commencement Date:** the date specified in the Schedule
   - f **Site:** the premises on which the Unit is situated
   - g **Access Hours:** the hours we permit access to the Unit
   - h **Prohibited Items:** those items specified in Condition 10.
   - i **Deposit:** the amount specified in the Schedule
   - j **Licence Fees:** the amount specified in the Schedule which does not include VAT, which shall also be paid by you where it is or becomes applicable
   - k **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
   - l **Schedule:** the Licence Agreement or the Notification of Change Document This Agreement: these terms and conditions and the information set out overleaf
2. **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.
3. **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.
4. **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 prior notice.
   - 4.1 Only you and persons authorised in writing or accompanied by you will be permitted 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 do not accept liability for unauthorised access by third parties in possession of the customer's key and or code and or with knowledge of the location of the room. In the event that further security is required the company may over-lock the room (by prior arrangement) and retain the over-lock key for a special charge. 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. In the case of shared units or areas you accept that we have no liability in the management or control of the unit or area other than to hold the key for the unit or area if required to do so.
   - 4.2 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 and if You do so, You do so at your own risk whether or not any such person is our employee or agent. We do not accept any liability for any person including our employee or agent holding your key and having access to your Unit and any such person acts as your agent only.
   - 4.3 We (our agents or workman, with our express permission) reserve the right to access the Unit at all times and for all purposes and to remove all or any of the goods stored in the unit but, without prejudice to the generality thereof to inspect the Unit, to ensure compliance and observance by the Customer with the terms hereof and for carrying out repairs maintenance and alterations to the unit and Complex having given the customer 7 days notice. We shall not be liable for any damage caused to the goods stored in the unit as a result of such entry and removals except to the extent that this is due to our negligence.
   - 4.4 We may enter the Unit at any time without notifying you (and if necessary we 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 4.3, 6.1 and 9.1; (v) to prevent injury or damage to persons or property; (vi) if we are of the opinion that any of the above apply for the purposes of ascertaining this
5. **USE OF THE UNIT AND THE SITE:** You warrant to and covenant with us that you are the owner of and or entitled in law to the possession of the goods stored in the unit at any time or that ownership is vested in you for the purposes of entering into this agreement. You will meet any claim or costs against us if these declarations are not true.
   - 5.1 You may only use the Unit for storage and not for any other purpose. You must not store (and you must not allow for 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 other living creatures; (iii) combustible or flammable materials or liquids such as paint, petrol, oil or cleaning solvents; (iv) explosives, weapons or ammunition;(v) chemicals, radioactive materials, biological agents;(vi) toxic waste, asbestos or other materials of a dangerous nature; (vii) any item which emits any fumes, smell or odour; (vii) any illegal substances or goods illegally obtained (viii) compressed gases. We may refuse to permit storage of any goods regardless of reason.
   - 5.2 You must not (and you must not allow any other person to):- (i) use the Unit or do anything on the Site or in the Unit which may be a nuisance to us or to the users of any other Unit (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 or possessions of us or any of our other customers. If you cause 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 obstruction or undue hindrance in any passageway, stairway, service area or other part of the Site and you must at all time exercise courtesy to others in using these areas.
   - 5.3 You must:- (i) inform us immediately to any damage to the Unit; (ii) comply with all fire safety and security precautions or instructions posted about our premises or as directed by any of our employees or agents at the Site and any further regulations for use of the Unit which we may issue from time to time. (iii) Make yourself available to receive any deliveries of goods to the unit, which you shall store in such a manner so as not to inconvenience any other unit users; (iv) indemnify us against ant loss or damage arising from wilful breach of any clause in this schedule
6. **ALTERNATIVE UNIT:** The schedule shall not confer upon you an exclusive right to possession of the unit and we may, upon giving you seven days prior written notice require you to remove your goods from one Unit to another Unit specified by us. The alternative unit shall be of similar size and of no higher price than that occupied by you prior to such move.
   - 6.1 Removal of your goods from the current Unit to the alternative Unit will be at your expense. If you do not arrange the removal of your goods to the alternative unit by the time specified in the notice, we may enter the unit and arrange for the goods to be so moved. Any removal arranged by us will be at your risk (except for loss or damage caused wilfully or negligently by our removal agents or us) and the removal expenses will be payable by you and we may add them to the Licence Fees.
   - 6.2 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 continue in full force and effect and the Licence Fee will continue to apply to the alternative Unit.

FEES AND PAYMENT

7. **DEPOSIT:** You must on the signing of this schedule pay a deposit to us equal to 4 weeks charge, this sum shall be retained by us until the termination of this schedule and thereafter returned to you by direct debit transfer or cheque (without interest) within 28 days after this Agreement terminates less any amount we may deduct to cover:-(i) repairing any damage to the Unit, the Site or any other Unit caused by you, your agents or invitees or by goods stored in the Unit;(ii) any unpaid Licence Fees or removal or other charges; or (iii) any other obligation to us that you have not discharged in full.
   - 7.1 **LICENCE FEES:** The licence fee for the first 4 weeks of using the unit shall be due and payable on the commencement of the agreement. The 4 weekly licence fee for each successive period thereafter shall likewise become due and payable on the due date. The licence fee shall be payable in respect of 4 weeks or fraction of during which either there are goods stored in the unit for which you are responsible or during which time you require to use the unit. 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 percent of the Licence Fees (subject to a minimum charge of £10) 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.
   - 7.2 In the event that any cheque or direct debit is dishonoured, we may make a further minimum charge of £15 on each occasion that your cheque or direct debit or standing order is returned. Additionally, You must pay us interest on all amounts overdue for payment from You at the rate of 5% above the base rate of The Royal Bank of Scotland, 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.
   - 7.3 In the event of any breach of this agreement which requires us to take any remedial action we may make an appropriate charge to recover any costs or other charges involved.
8. **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 the notice.
9. **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(s) and we may break the lock on the Unit and install a new 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. In the event that You do not pay any Fees or charge, the Goods are left in the Unit 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 howsoever arising.
   - 9.1 If any part of the Licence Fees or the late payment charge is still outstanding one month after the Due Date then we may at our absolute discretion:-(i) give you written notice that we will remove some or all of 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 9.1(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 costs for removing the goods 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 first use the proceeds of sale to discharge any outstanding Licence Fees and other charges due to us or costs incurred in connection with such sale. 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. The customer shall be entitled to claim the balance (if any) remaining thereafter.(v) treat any goods not sold as abandoned and destroy or otherwise dispose of them.
10. **TERMINATION:** Either you or we may terminate this Agreement by giving not less than 14 days written notice ending on any due date and termination will take effect from that due date. If you have not vacated by the time the due date has passed then the notice will elapse and a fresh notice period and a new departure date must be given to comply with this clause. Licence Fees paid in advance will be refunded to the nearest unused seven day period but we may make deductions from them as if they were a Deposit under Condition 7.
    - 10.1 You may not terminate this agreement if any Licence Fees or other charges are outstanding or if you are otherwise in breach of the Agreement.
    - 10.2 We may terminate this Agreement immediately by giving you written notice if you are in breach of any term of this Agreement.
    - 10.3 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 the Commencement Date. We may charge you if at our sole discretion we decide that it is necessary to clean the Unit or dispose of any goods or rubbish left in the Unit or on the Site. You agree to examine the Goods carefully upon removing 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.
    - 10.4 We may treat any goods remaining in the unit after termination as abandoned and may dispose of them in accordance with Condition 9.1 (iv) and (v).
11. **INSURANCE:** You must provide satisfactory evidence that your goods are fully insured . We do not insure your goods whilst in the Unit. Storage of goods in the Unit is at your sole risk and you must insure them to their full current value.
12. **EXCLUSION OF LIABILITY:** We exclude all liability in respect of loss or damage relating to Your business, if any, including consequential 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. Normal Perils in this Condition mean loss of or damage to Goods caused by fire, lightning, explosion, earthquake, aircraft, storm, flood, bursting and/or leaking pipes, theft accompanied by forcible and violent entry or exit, riot, strike, civil commotion, malicious damage, and impact by vehicles. We shall not be liable for any loss (including consequential or economic loss) or damage which may be suffered by you as a direct result of the performance of the agreement by the company being prevented, hindered or delayed by reason of any act of God, force majeure, riot, strike or lock-out, trade dispute or labour disturbance, accident, break-down of plant or machinery, fire, flood, difficulty in obtaining workman, 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 or other circumstances whatsoever outside our control affecting the provision by us or the availability of the unit. Nor shall we be liable for any loss including consequential or economic loss or damage to the goods stored in the Unit, whether or not the damage is due to any act or omission, negligence or wilful default by us or by any of our servants or agents or other customers; nor shall we be liable for any consequential or economic loss incurred by you as a result of any loss or damage to the goods or deliveries received or accepted by us on your behalf or in your absence in which case you must make appropriate provision with your insurers to indemnify us against any claim arising. Any other representations, conditions, warranties and other terms, whether written or oral, express or implied, statutory or otherwise which are or may be inconsistent with this condition are expressly excluded
    - 12.1 The exclusion of liability in Condition 11 and 12 does not apply where the damage suffered by you is as a direct result of our negligence or wilful default or that of our servants or agents and which causes physical injury to or the death of any person.
13. **INDEMNITY:** You will indemnify us and keep us indemnified against any demand or claim made or any action or other proceeding brought against us arising out of or in connection with any dispute as to the ownership of the goods stored in the unit 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 us in or in connection with or as a result of any such demand claim or action or other proceedings as aforesaid.
    - 13.1 You shall also fully and effectively indemnify and keep indemnified us from and against all claims action demands costs and charges of whatsoever nature incurred by us or any of our servants agents or other customers arising out of or resulting from the use of the unit by the customer.
14. **NON-DOMESTIC RATES:** If the storage unit is liable to non-domestic rates then I authorise David McParlane to act as my agent to deal with the relevant authority. If so authorised, we will make application for appropriate reliefs to be applied, however you will be responsible for ensuring that we are advised of any other properties for which you are responsible for non-domestic rates. You as occupier are responsible for the payment of any non-domestic rates due.

NOTICES

15. Any notice 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 us must be sent to our address set out in the Schedule. Notices will be deemed to be effectively served immediately if delivered personally or forty-eight hours after they have been placed in the post.

GENERAL

16. Any delay by us in exercising any of our rights under this Agreement will not impair our rights or be a waiver of those rights, nor will any partial exercise or any right preclude a further exercises of that right.
    - 16.1 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.
    - 16.2 All the terms of the contract between the Company and the Customer are set out in the Storage Agreement and in these Conditions. All other terms conditions warranties guarantees undertakings or representations whether express or implied by statute (insofar as such statute permit) common-law or otherwise or arising from conduct or a previous course of dealing or trade custom or usage or agreed or offered orally or in correspondence or otherwise are hereby excluded from the Storage Agreement. No variation of the Storage Agreement is binding on the Company unless agreed to in writing and signed by a director of the Company. 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.
    - 16.3 Every provision in these terms and conditions 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.
    - 16.4 This Agreement shall not create a tenancy, lease or any other relationship of landlord and tenant between you and us neither shall we for any other purpose whatsoever be treated as a warehouse keeper.
    - 16.5 Where the customer is two or more persons your obligations under this agreement shall be joint and several.
    - 16.6 Whilst on our premises customers may be recorded by CCTV and the information kept on record.