



Self Storage
banburyselfstorage.co.uk

Cherwell Business Village
Banbury
OX17 2JP

Tel: 0845 257 0499

Customers Name

Address

The Contract

There shall be no contract between the Company and the Customer unless and until the Customer has placed an order for the container(s) and the hire period commences on the date stated on the Hire Contract.

All and any business undertaken, including any advice, information or service provided whether gratuitously or not by the Company is transacted subject to the Conditions set out below and each Condition shall be deemed to be incorporated in and to be a condition of the Contract between the Company and the Customer.

No other items, whether conditions or warranties, which would otherwise be implied into the Contract, and to be so implied and without derogating from the generality of the foregoing. Any customer who contracts with the Company does so on the basis that the Customers own terms and conditions of business if any do not form part of the contract between the Customer and the Company, unless expressly agreed by the Company in writing and signed by a Director. No purported omission, variation or waiver of these Conditions howsoever or by whomsoever made shall bind the Company, unless it is in writing and signed by a Director of the Company.

If any legislation is compulsory applicable to any business undertaken, these Conditions shall as regards such business be read as subject to such legislation and nothing in these conditions shall be construed as a surrender by the Company of its rights or immunities or as an increase of any of its responsibilities or liabilities under such legislation, but if any part of these Conditions shall be repugnant to such legislation to any extent such part shall as regards such business be void to that extent but no further.

For the purpose of the of the Unfair Contract Terms Act 1977 and otherwise, any immunities, exemptions from or limitations of liabilities or any time limits herein contained, whether in the same or different causes, shall each be regarded as separate and be so treated by any Court.

Once the Contract is binding between the Company and the Customer, the Customer may vary the charges at any time by giving the Company twenty (20) working days written notice.

Where the Company provides written notice this shall be deemed to have been served by posting by recorded delivery to the last address notified to the Company by the Customer.

Our Quotation

Quotations are given by the Company to the Customer on the basis of immediate acceptance and are subject to withdrawal or revision on 7 days written notice from the Company.

All quotation are subject to VAT at the standard rate.

What is NOT included

Quotations given by the Company do not include, unless specified, fees or taxes payable to Government Bodies, Customs duties and inspections.

The Company may amend the prices or make additional charges if circumstances are found that were not included when preparing the original quotation and confirmed by the Company in writing or if the Customer has not accepted the quotation in writing within 28 days of issue, or any work carried out by the Company by additional agreement has not been completed within 3 months of issue.

The Company may amend prices due to currency fluctuations, taxation changes or freight charges that are beyond the Company, interalia:

- Delivery to or collection from, at the Customers request, the Customers premises is above or below ground floor level, or the Company supplies any additional services including moving or storing extra goods at the Customers request when these conditions also apply.
- The approach, road or drive is unsuitable for use by the Company's vehicles and/or containers to load and/or unload within 30 feet of the roadway.
- There are events or delays outside reasonable control of the Company, which increase or extend the time of resources allocated to complete any agreed work.
- In any of the above circumstances applied adjusted charges shall become payable.

Access to the Unit

So long as all due fees are paid up to date, the Company shall allow the Customer (but no other person)

- To use the Unit for the storage of Goods in the Unit in accordance with these terms and conditions from the commencement date until the Hire Contract is terminated.
- To have access to the Site and to the Unit during the Access Hours 24hrs a day Monday to Sunday, for the purposes of depositing, removing substituting or inspecting the Goods and the Customer's regular inspection of the Unit for damage or unsuitability for the Goods.

Who is permitted to use the Unit

- Only the Customer and persons authorised in writing to the Company by the Customer or accompanied by the Customer shall be permitted access to the Unit on the Company's Site and then during Access Hours only.
- The Customer shall be responsible for the actions of anyone they, the Customer, authorises to access the Site and the Unit and for the actions of anyone that the Customer shall allow to accompany them on to the Site.
- The Company requires two forms of photographic I.D. to be supplied for the identification of all persons authorised to access the Site and the Unit.
- The Company may require proof of identity from the Customer or any person at any time and may refuse access to any person including the Customer, who is unable to provide satisfactory proof of identity.
- The Customer may withdraw authorisation for access at any time, but the withdrawal shall only become effective on receipt by the Company of written instructions from the Customer.

The Customer and their authorised persons shall abide by and co-operate with the site management staff and security staff and the procedures of the Site.

The Company do not accept liability for the unauthorised access of third parties in possession of customers' keys or key codes and with knowledge of the whereabouts of the Unit and Site.

Security of the Unit

The Customer shall ensure the padlock is fitted so as to be secure from unauthorised access and the Customer shall ensure the Unit and the Site are left in a secure condition at all times when they are not in attendance.

The Company shall not be responsible for holding any keys or key codes etc and the Customer shall ensure that the key or key codes are not left with or given to persons who are not authorised for access to the Unit by the Customer or under their control. If the Customer does so, they do so at entirely at their own risk.

The Company shall not be responsible for the locking or unlocking of any Unit.

The Company may enter the Unit at any time without notifying the Customer and if necessary break the lock in order to gain entry if:

- The Company reasonably believe that the Unit contains items prohibited from being stored or is being used in breach of these terms and conditions.
- The Company are required to do so by the Police, Fire services, Customs and Excise Agencies (HMRC), Local Authority. Or by Court Order.
- The Company believe it is necessary for emergency reasons.
- To prevent damage or injury to property or persons or if the Company believes that any of the above apply for the purposes of ascertaining this.

The Customer shall confirm throughout this agreement that the Goods stored in the Unit from time to time are their own property or that of a person(s) who has given the Customer irrevocable permission to store the goods in the Unit under the terms and conditions in this Agreement and the Customer acts as duly authorised agent of any such person.

The Company shall refuse to permit the Customer to store Goods or require collection of Goods from the Unit if in the Company's reasonable opinion the safety of any person on Site or the security of any Unit or its contents or other Units or their contents on Site would be put at risk by the storage of or continued storage of any goods.

Suitability of Unit

Because the nature and type of Goods stored by the Customer in the Unit from time to time is entirely at their discretion (subject to these terms and conditions regarding what can and cannot be stored), the Customer shall ensure that the Unit is suitable for the storage of Goods that the Customer stores or intends to store it in. The Company cannot guarantee that any Unit allocated to the Customer is allocated to the Customer is suitable place or means of storage for any particular goods.

The Company strongly advise that the Customer inspect the Unit before storing Goods in the Unit and from time to time throughout the period of this agreement.

What we will not store

The Unit or Site shall not be used for the Customer or persons authorised by them, unless in certain circumstances by prior arrangement and agreement with the Company in writing, for the storage of:

- Food or perishable Goods
- Jewellery, precious stones or metals, deeds, securities, coins, stamps for which the Customer is advised to make their own storage arrangements.
- Plants or Goods likely to attract or encourage vermin, other pests or to cause infestation or contamination.
- Perishable items of those requiring a controlled environment, for which the Customer is advised to make their own storage arrangements.
- Birds, fish, animals or any other living creature(s).
- Alcoholic or Tobacco products of any type.
- Firearms, explosives, weapons or ammunition.
- Combustible or flammable materials or liquids i.e. paint, gas, oil, petrol or cleaning solvents.
- Chemicals, radioactive materials, biological agents.
- Toxic waste, asbestos or any other materials of a potentially dangerous nature.

- Any items that emit any fumes, smell or odours.
- Any goods that require a special Licence or Government permission for import or export.
- Compressed gases
- Tyres of any description, new or used.
- White goods of any type unless for a previously agreed time period and by written agreement with the Storage Company. White goods shall include inter alia, fridges, freezers, washing machines, cookers (electrical or gas fuelled), boilers.
- Any illegal substances, illegal items or Goods, items or Goods illegally obtained.

Use of the Unit and the Site

The Customer shall not and they shall not allow and person to use the Unit or the Site, or do anything on the Site or in the Unit which may be a nuisance to the Company or other users of any Units or the Site or any person on the Site.

The Customer shall not and they shall not allow any person to:

- • Use the Unit or the Site as a home or for a business address, as offices or living accommodation.
- • Use the address of the Unit or the Site for sending or receiving mail of any type.
- • Attach anything to the internal or external surfaces of the Unit or make any alteration whatsoever to the Unit.
- Carry out any mechanical work of any kind or spray paint in the Unit or on the Site.
- Allow any liquid, substance, smell or odour to escape from the Unit.
- Allow any noise to be audible or vibration to be felt outside the Unit.
- Connect or provide any utilities or services to the Unit.
- Delete or alter in any way the Company's markings, serial numbers and any other marks affixed to the Unit.
- Exceed any load limitations as specified by the Company and shall prevent excessive impact and concentrated loads.
- Leave anything in, obstruct or block and passageway, service area, stairs or entrance or exit or any other part of the Site and the Customer shall at all times exercise courtesy to others and reasonable care for their own safety and that of others when using areas in the Site.
- Cause any damage to the Unit or any other Unit or the Site or its facilities or to the property of the Company or of any other Unit or Site users or other persons on the Site, and if the Customer or persons authorised by or accompanying them cause any damage the Customer shall (at our option) repair, restore or replace such damage or item or reimburse the reasonable costs of making necessary repairs, restoration or replacement or make proper compensation.

Health & Safety

The Customer shall, and they shall ensure anyone authorised by them or accompanying them exercise reasonable care when on the Site or using the Unit, and shall take all reasonable care in respect of the Unit or other Units, the Site and the property of the Company or any other Unit users or other persons on the Site. The Customer will:

- Inform the Company of any damage to the Unit as soon as the Customer becomes aware of it.
- Comply with the reasonable directions of any of the Company employees, agents and contractors at the Site.
- Comply with any regulations for the safe use and security of the Unit or the Site which the Company may issue or re issue from time to time.

Value of Goods

The Customer shall provide the Company with a valuation of the goods stored at the commencement of the hire contract and the Customer agrees that the total value of the goods stored in the Unit from time to time shall not exceed that value unless they have agreed this in writing with the Company.

Insurance

Please note that the Company do not insure the Customer's goods whilst they are on the site or in the Unit and requires that the Customer shall take out their own insurance cover. In the event of loss or damage the charges shall continue to accumulate throughout the hire period.

The Company recommends that the insurance cover the Customer takes out for a sum which is at least equal to the replacement of any of the Goods stored on site and the Company may require that the Customer supply the Company with evidence of such cover before granting any access to the Site and/or Unit.

The Customer confirms to the Company that prior to bringing the Goods to the Site and into the Unit that they the Customer, have taken out adequate insurance with a reputable insurance company to cover the goods and that the cover provided is to a level able to provide for circumstances involving at least the normal perils.

- Loss or damage to goods caused by fire, lightening, explosion, earthquake, aircraft, storm, flood, bursting and/or leaking pipes, theft, riot, strike, civil commotion, malicious damage and impact by vehicles.

The Customer confirms that they shall not cause or allow the insurance to lapse whilst the Goods or any of them remain on Site and the Customer acknowledges that they shall remain responsible for all uninsured risks including normal perils as listed.

The Company do not give any advice regarding insurance cover and it is for the Customer to make their own judgements and arrangements with the help of their, the Customers, insurance broker to ensure the insurance is appropriate in order to cover their Goods and the risks to them.

Non Ownership of Unit

The Hire Contract does not confer on the Customer any right to exclusive possession of the Unit. The Company shall at any time by giving the Customer at least fourteen (14) days written notice require to them to remove Goods from one Unit to another Unit specified by the Company which shall not be smaller than the current Unit.

The Company agrees to pay the Customers reasonable costs of removal which have been approved in writing by the Company in advance of the removal.

If the Customer does not arrange the removal of the Goods to the alternative Unit within the time specified in the Company's notice, the Company and its agents and contractors shall enter the Unit to do so. In doing so, the Company, its agents or contractors shall act of the Customers behalf and the remov-

al shall be at the Customers own risk (except for loss or damage caused wilfully or negligently by the Company or its agents or contractors).

If the goods are removed to an alternative Unit the agreement shall be varied by the substitution of the alternative Unit number or other identification mark the Customer is intending to use but shall otherwise continue in full force and effect and the Company's fees at the rate set out shall continue to apply to the Customers use of the alternative Unit.

Vehicles on Site

All vehicles including contents and equipment therein and thereon and other property are accepted, held, moved, driven and otherwise dealt with at the Customers and/or owners entire risk and responsibility and the Company accepts no liability for loss of or damage to such contents, equipment or other property nor for any consequential loss (whether direct or indirect) or liability whatsoever howsoever arising save in cases of wilful misconduct or default or fraudulent act or omission of the Company.

Limitation of Company's Liability

The Company shall be under no liability, whether on contract or otherwise, in respect of or in connection with the Units or any instructions, advice or other services provided.

The Company shall be under no liability, whether in contract or otherwise for any economic or consequential loss.

Without prejudice to the other provisions of these conditions, the Company shall only be responsible for any loss or damage to Units or any Goods within the Units if it is proved that that the loss or damage was due to the wilful misconduct or default or fraudulent act or omission of the Company.

Dates given as to the availability of Units to lease by the Company are estimates only and no warranty is given as to their accuracy.

For normal perils the Company's liability shall be limited to £50, which the Company considers to be the standard excess on household insurance cover.

In no case whatsoever shall the liability of the Company in respect of any Units subjected to the Hire Contract howsoever arising exceed the cost of repairing or replacing said Units or a multiple of 13 weeks hire for the affected Units or £1,000 per Units whichever is less.

The Company shall incur no liability unless:

- The Company shall have been notified by the Customer in writing within 10 days of any loss or damage giving rise to or alleged to give rise to liability.
- The examination of the Units by the Company shall have disclosed to its reasonable satisfaction that such liability exists and that any deterioration, loss, damage, destruction or defect has not been caused by misuse, neglect, repair, alteration, accident, weathering, fair weather wear and tear or any other event outside the control of the Company.

The Customer shall pay to the Company the cost of any tests (as certified by the Company) on containers in respect of which the Company does not accept liability.

The Company shall in any event be discharged of all liability whatsoever and howsoever arising in respect of any service provided for the Customer and which the Company has undertaken to provide, unless suit be brought and written notice thereof given to the Company within nine (9) months from the date of the event or occurrence alleged to give rise to a cause of action against the Company.

The Company shall not be responsible for any loss or damage or personal injury to the Customer, its servants or agents or any third party where there is no legal breach of legal duty or care owed to the Customer by the Company or any of its employees or agents. Such loss or damage is not a reasonably foreseeable result of any such breach and any increase in loss or damage resulting from breach by the Customer of any term of these conditions.

If the Customer is using the Unit in part or whole for commercial purposes then the Company shall not be responsible for loss of profits (whether direct or indirect), loss of business opportunity, loss of goodwill, loss of contract nor for any other economic loss (direct or indirect) arising out of breach of these items and conditions.

The Company may not be able to allow the Customer to access the Site of the Unit or carry out some of the Company's other obligations due circumstances that are outside its reasonable control. This shall include natural disaster, riot, strike, lock-out, trade dispute or other labour disturbance, accident, breakdown of plant or machinery, fire, flood, electrical power failure, act of 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 competence authorities or agencies.

If this happens then the Company shall not be responsible for so long as the event or disturbance continues for failing to allow the Customer access to their goods. The Company shall try to minimise any affects arising from the mentioned circumstances, but if the Company have not managed to resolve the situation within thirty (30) days the Customer shall be entitled to end the agreement without charge and to remove all goods stored by them at the earliest available opportunity.

The Customer confirms that they have agreed the total value of all Goods stored with the Company and that the total value of Goods stored from time to time shall not exceed that value, unless the customer has agreed this in writing with the Company.

Deposit

The Customer upon signing this Hire Contract, pay the Company a Deposit equal to one (1) months hire charge. The Deposit shall be returned to the Customer without interest no more than 30 days after this Hire Contract terminates less any reasonable amount the Company may in its sole discretion deduct to cover any of the following:

- Any breach of contract.
- Any fees which have not been paid and are outstanding.
- Any unpaid removal or other charges.
- Any other obligation the Customer has to the Company which has not been performed by the Customer.

Payment of fees

The Customer shall pay the Company's fees by cash/credit/debit card to MX Storage for the minimum period of storage on signature of the Hire Contract and thereafter the Customer shall pay the Company's fees on the Due Date by Standing Order/credit, debit card or cash.

Once the Hire Contract is binding between the Company and the Customer, the Company may alter its fees at any time by giving the Customer at least thirty (30) days written notice and the new fees shall take effect on the first Due Date after this thirty (30) day notice period. The Customer may terminate the agreement without charge, by giving thirty (30) days written notice, at any time before the new fees take effect.

Unless charges are to be paid in advance or special terms of payment have been agreed in writing by the Company, all Company invoices are due and are payable in full on presentation.

No payment shall be deemed to have been made until the Company has received cleared funds.

In the event that any payment is not received by the due date, the Company shall charge the Customer for any reasonable costs or losses in recovering the outstanding amount.

If the Customer does not pay the Company's fees by the Due Date then the Company may charge the Customer interest at 8% over LIBOR until account is brought up to date.

The Customer shall not be entitled to exercise any right of set off or deduction in respect of monies shown to be outstanding by any invoices.

All sums payable to the Company under the Agreement shall become due immediately upon termination of the Hire Contract as stated under Non Payment of Fees unless the Customer has terminated the Agreement due to negligence through the Company.

The Customer shall reimburse the Company for any reasonable damages, costs and expenses incurred which arise out of wither:

- The use of the Unit or Site by the Customer or any one of their servants or by those that the Customer allows to access the Unit or Site.

Non Payment of Fees

If any sum payable under the Hire Contract is not paid when due, then in addition to any other rights the Company may have, the Company shall be entitled to suspend the Customers access rights to the Unit until such time as the outstanding balance is received by the Company.

If any sum outstanding is not settled by the thirtieth (30) day after the date of the invoice, said invoices shall carry interest at the rate of 8% per annum over the LIBOR rate set by the Company's Bank until payment as well as after as before judgement.

The Company shall serve written notice on the Customer requiring the payment of all outstanding sums to be settled in full, whereupon, if the Customer fails to settle any outstanding balance the Company shall in their absolute discretion:

- Recover possession of the Unit from the Customer and remove all goods contained to the nearest alternative storage facility available for the purpose and charge to the Customer for all reasonable costs, including legal costs and costs of all labour and materials used and overheads, incurred by the Company in the removal and storage of the Customers Goods together with any repeated costs if the Company reasonably require to move the Customers Goods at any time afterwards.
- If the Company still do not hear from the Customer the Company will exercise the right of Lien which means that having given the Customer fourteen (14) days notice, the Company may sell some or all of the Customers Goods for the best price reasonable available (and pass good title to them) to discharge any outstanding sums due to the Company and cover the costs of the sale. If the proceeds from the sale of the Customers Goods are insufficient to cover the outstanding sums then the Customer shall still be responsible for the balance and the Company shall take action to recover the outstanding sums.
- The Company shall pay to the Customer the balance if any remains from the sale and the Company shall treat any Goods not sold as abandoned and destroy or otherwise dispose of them.

If the Customer shall default in or commit any breach or any of its obligations to the Company or if any distress or execution to levied upon the Customer, its property or assets or if the Customer shall make any arrangement or composition with creditors or commit any act of bankruptcy or if any petition or bankruptcy be presented or made against it, or if the Customer shall be limited liability company or any resolution or petition to wind up the Customers business be passed or presented or if a receiver of the Customers undertaking, property or assets or any part thereof be appointed the Company shall have the right (notwithstanding that the former occasion or occasions it may have waived such right) forthwith to determine or, at its sole option, suspend the performance of any contract then subsisting and upon written notice of such determination or suspension being posted to the Customers last known address any subsisting contract shall be deemed to have been determined or suspended without any prejudice to any claim or right which the Company might otherwise make or exercise.

End of Contract

The Hire Contract shall terminate on the End Date or:

- By either the Customer or the Company terminating this Hire Contract by giving at least seven (7) days written notice to the other ending at any Due Date and termination shall take effect from that Due Date, which shall be the End Date or:
- If the Company commits a breach of the hire Contract, which the Company do not put right within thirty (30) days of the Customer notifying the Company of it, then the Customer may immediately terminate the Hire Contract.
- If the Company breaches this Hire Contract and does not put that breach right within thirty (30) days of the Company notifying the Customer of it, then the Company shall immediately terminate the Hire Contract.

All outstanding monies shall become payable by the Customer on termination of the Hire Contract by the Customer.

On the End Date the Customer shall remove all Goods from the Unit and leave the Unit clean and tidy and in the same condition as the commencement date. If the Customer does not do so the Customer shall pay the Company's reasonable costs of cleaning the Unit or disposing of any Goods or rubbish left in the Unit or on the Site. The Company shall treat Goods remaining in the Unit after the End Date as abandoned and may dispose of them as stated under Non Payment of Fees.

Where the Hire Contract has terminated and the Customer has paid more of the Company fees than are due at the End Date, the Company shall refund the balance to the Customer after deduction of any payments due to the Company as if the balance were a deposit. Where any payments are still outstanding from the Customer, these shall be paid to the Company in full before the release of Goods to the Customer.

The Customer agrees to examine the Goods carefully on removing them from the Unit and must inform the Company about any loss or damage to the Goods as soon as is reasonably possible after doing so and in any case within 7 days.

The Hire Contract

If any part of this Hire Contract is found to be void or unenforceable, then that part shall be removed, but the remainder of the Contract shall continue to apply.

The Hire Contract is personal to the Customer. The Customer shall not transfer this Hire Contract to any other person, firm or company and a breach of this condition shall be considered a serious breach as stated under End of Contract.

No one other than the Customer and the Company shall have any rights under this Hire Contract.

These terms and conditions and any contract between the Company and the Customer shall be governed by English law and shall be subject to the exclusive jurisdiction of the English Court.

The Hire Contract shall not create a tenancy or lease or similar arrangement.

Where the Customer is two or more persons the Customers obligations under the Hire Contract shall be obligations to each party separately.

If the Customer needs to contact the Company, please contact the Company at the address shown on these terms and conditions. The Company shall also contact the Customer at the address they have given on these terms and conditions unless the Customer informs the Company in writing of a different address.

I have read, understood and accept these terms and conditions and I agree that I shall pack the Unit suitably for transit and handling. I understand that MX Storage is not liable for damages to goods packed and stowed away by me or my agents or contractors. I understand that MX Storage does not provide insurance cover for any goods stored in the Unit and that goods not covered by an appropriate insurance policy arranged by myself, the Customer, or contrary to these terms and conditions, will be accepted for storage. I shall be responsible for keeping the storage Unit clean and shall advise of any problems immediately upon occupation of the Unit, otherwise I accept it and any item supplied with it as fit for purpose.

Signature of Customer

Print Name Date

Signature

For and on behalf of MX Self Store, Unit 15, Cherwell Business Village, Southam Road, Banbury. OX16 2SP