

EzzyStor Limited
Self Storage and Caravan Storage.
Llandybie Industrial Estate,
Llandeilo Road,
Llandybie, Ammanford, Carmarthen
SA18 3JG
Company No: 08937233.
VAT No – applied for.
Telephone No: 07836 753186
e-mail: phil@ezzystor.co.uk

1. Interpretation

The meaning of some words used in these terms and conditions. 'we', 'us or 'our' is a reference to Ezzystor Limited, 'you ' or 'your' is a reference to the person to whom we are providing our services and who is required to pay for the services we provide, 'Parties' is a reference to both us and you, 'Services' means the provision of storage space provided by EzzyStor Limited. The services we will be providing to you will be stated in the order form as we agree from time to time, premises means the place where we provide the services. 'Term' means the period from the start date to the end date being the minimum period for the provision of the Services as set out in the Order Form and continuing thereafter in full force and effect unless terminated in accordance with the provisions of these Conditions. 'Commencement date' means the date on which we start providing the services. 'Due date' means the date on which payment is due. 'Deposit' means the amount specified on the front page of this document or contract. 'Access Hours' are 6 a.m. – 6 p.m, seven days per week unless prior arrangements have been made.

2 We shall be allowed to alter and vary these terms from time to time on reasonable written notice without any liability to you.

3. Services

3.1 We agree to provide the Services for the Term upon the terms and subject to the conditions of the contract.

3.2 You shall afford to us all reasonable co-operation in all matters relating to the performance of our obligations under the Contract.

3.3 You must advise us promptly if you have a change of address or telephone number.

3.4 Throughout the Term of the Contract we do not warrant, guarantee or undertake on behalf of any third party supplier or service provider that access to any facilities or any products or services will be uninterrupted or of any particular level of availability or quality.

4. Fees and Payment

4.1 Subject to any special terms agreed in writing, you shall pay the Charges and any expenses together with such additional sums which as agreed between us and you for the provision of the services and any additional services.

4.2 All charges and sums quoted payable under the contract are exclusive of any VAT, for which you shall be additionally liable at the applicable rate from time to time.

4.3 The charges and any additional sums payable shall be paid in full by you into such account as we shall reasonably instruct (together with any applicable VAT and without any set off or other deduction whether for withholding tax or otherwise) immediately upon receipt of our invoice and in any event monthly in advance.

4.4 If payment is not made on the due date, we shall be entitled, without limiting any other of our rights, to charge interest on the outstanding amount (both before and after any judgement) at the rate of 8% from the due date until the outstanding amount is paid in full.

4.5 You shall reimburse us for all out of pocket expenses incurred by us in connection with the services we provide.

4.6 We will not be obliged to provide services unless all fees and disbursements due to us in relation to the provision of the services are received in advance.

5. **Lien**

- 5.1 Without prejudice to all or any rights we may have at common law in the event of non-payment we have a general and particular lien over the items in storage for all claims and money owed by you to us under the contract.
- 5.2 If any fees are outstanding one month after the due date 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 amount 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 5.2 (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 any time afterwards (iv) sell the goods on your behalf and pass good title to them and first use the proceeds of the sale to discharge any outstanding fees and other charges due to us or costs incurred in connection with such sale. If the proceeds of the 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. You 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.
- 5.3 For the avoidance of doubt, we shall have a lien on the goods and the right to sell at public auction or otherwise at our discretion for all storage charges and expenses due under the contract and also in respect of any previously unsatisfied amounts of the same nature for the costs and expenses of exercising such lien and such sale.

6. **Inspection**

- 6.1 You must inspect the unit before storing any goods and inform us if you believe it was 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.

7. **Access to the unit.**

- 7.1 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.
- 7.2 Only you and persons authorized 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 authorization at any time but the withdrawal will not be effective until we receive it in writing. We do not accept liability for unauthorized access by third parties in possession of the customer's key or code and/or with knowledge of the location of the unit. 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) we may refuse access to any person (including you) who is unable to provide 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.
- 7.3 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 unauthorized entry at all times when you are not in the unit. We will not be responsible for locking any unlocked units 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.

- 7.4 We 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 prejudiced 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 seven 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.
- 7.5 We may enter the unit at any time without notifying you (i) if we believe that the unit contains prohibited items or is being used in breach of these terms and conditions (ii) if we require 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. 5.2 and 7.4. (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.
8. **Use of the unit and site.**
- 8.1 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 of that ownership is vested in you for the purposes of entering into this agreement. You will meet any claim or cost against us if these declarations are not true.
- 8.2 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, animal 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, (viii) any illegal substances or goods illegally obtained (ix) compressed gases. We may refuse to permit storage of any goods regardless of reason.
- 8.3 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 user 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 opinion) 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 times exercise courtesy to others in using these areas.
- 8.4 You must:- (i) inform us immediately of any damage to the unit (ii) comply with all fire, safety and security precautions and 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 any loss or damage arising from willful breach of any clause in this schedule.

9. **Alternative unit**

- 9.1 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 storage fee will continue to apply to the alternative unit.

10. **Termination**

- 10.1 Either you or we may terminate this agreement by giving not less than fourteen 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. 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 conditions 16.
- 10.2 You may not terminate this agreement if any storage fees or other charges are outstanding or if you are otherwise in breach of the agreement.
- 10.3 We may terminate this agreement immediately by giving you written notice if you are in breach of any terms of this agreement.

11. **On Termination.**

- 11.1 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 of any loss or damage to the goods as soon as is reasonably possible after doing so, and in any event within forty eight hours.
- 11.2 We may treat any goods remaining in the unit after termination as abandoned and may dispose of them in accordance with condition 5.2 (iv) and (v)

12. **Insurance**

- 12.1 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 your full current value.

13. **Exclusion of liability**

- 13.1 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 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 forceful 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 lockout, trade dispute or labour disturbance, accident, breakdown of plant or machinery, fire, flood, difficulty in obtaining workmen, 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 willful default by us or by any of our servants or agents or the 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 provisions with your insurers to indemnify us against any claim arising. Any other representations, conditions, warranties and other terms, whether written or oral, expressed or implied, statutory or otherwise which are or may be inconsistent with this condition are expressly excluded.

- 13.2 The exclusion of liability does not apply where the damaged suffered by you is as a direct result of our negligence or willful default or that of our servants or agents and which causes physical injury to or the death of any person.

14 Indemnity

- 14.1 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 characteristics thereof or the infective or contagious nature thereof and against all and cost 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.
- 14.2 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 you.

15 Notices

- 15.1 Any notice given under this agreement must be in writing and may be served by a personal delivery or pre-paid post. Any notice to you may be sent to the address which you notify to us in writing. Any notice to us must be sent to our address indicated on the front page of this document or the contract. Notices will be deemed to be effectively served immediately if delivered personally or forty eight hours after they have been placed in the post.

16 Deposit

- 16.1 You must on the signing of this schedule pay a deposit to us equal to four 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 twenty eight 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 agent 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.

17 General

- 17.1 Any delay by us in exercising any of our rights under this agreement will not impair our rights or be a waiver to those rights, nor will any partial exercise or any right preclude further exercise of that right.
- 17.2 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.
- 17.3 All terms of the contract between you and us are set out on the front page of this document or the contract and these conditions. All other terms conditions warranties guarantees undertakings or representations whether express or implied by statute (in so far as such statute permits) 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 us unless agreed in writing and signed by us. None of our other employees or agents has any authority to vary this agreement on our behalf whether orally or in writing to make any representation of fact that is or maybe inconsistent with the terms of this agreement.
- 17.4 Every provision in these terms and conditions is servable 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.
- 17.5 This agreement shall not create a tenancy, lease or any other relationship of landlord and tenant between you and us.
- 17.6 Where our customer is two or more persons your obligations under this agreement shall be joint and several.
- 18 Whilst on our premises you and our customers may be recorded by CCTV and the information kept on record.
- 18.1 If any provision of the contract or these conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of the contract of these conditions and the remainder of the provision in question shall not be

affected.

- 18.2 Reference to any statute or statutory provisions shall be deemed to include any statutory modifications or re-enactments thereof or any rules or regulations made thereunder or any enactment repealing and replacing the act referred to.
- 18.3 Unless the context otherwise requires words importing the singular shall include the plural and vice versa, words importing the masculine gender shall include the feminine gender and vice versa and references to persons shall include bodies of persons whether corporate or incorporate.
- 18.4 Headings are inserted for convenience only and shall not affect the construction or interpretation of these conditions.
- 18.5 The law of England and Wales shall apply to the contract and these conditions, and the parties submit to the jurisdiction of the courts of England and Wales.
- 18.6 Nothing in this agreement shall limit our rights to take proceedings in any other court of competent jurisdiction or in more than one jurisdiction, whether concurrently or not.

SIGNED by the parties as indicated on the front page of this document or the Contract

SIGNED by: -----
On behalf of Ezzystor Limited

PRINT NAME: -----

SIGNED by: -----
Customer/Client

PRINT NAME: -----

POSITION (if signing on behalf of company) -----

DATE: -----