

Kilmington Self Storage Ltd

Rose Cottage, Wyke, Nr Axminster Devon. EX13 8TN

Tel: (01297) 300171

Karen 07813002615

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Terms and Conditions

Definitions

Agreement - these terms and conditions and the information set out on the cover sheet

Deposit - the amount specified on the cover sheet

Start date - the date specified on the cover sheet

End date - the date of termination of this Agreement in accordance with cover sheet

Site - the premises on which the containers are situated

Container - the storage container specified on the cover sheet

We, Us, Our - the storage provider named on the cover sheet

You, Your - the customer named on the cover sheet

Access Hours - 7am until 9pm inclusive. Out of hours by prior arrangement only

1. So long as Our Fees are paid up to date. We license You but no other person:-
 - 1.1 to use the Container for the storage of Goods in the Container in accordance with this Agreement from the Start Date until the End date and
 - 1.2 to have access to the Container during Access hours only for the purpose of depositing, removing, substituting or inspecting the Goods and Your regular inspection of the Container for damage or unsuitability for the Goods.

2. Only You and persons authorised in writing or accompanied by You will be allowed access to the Site or Container. Any such person is Your agent for whose actions You are responsible and liable for.

3. You will permit Us and Our agents and contractors to enter the Container in the following circumstances and if necessary We may break the lock to gain entry or use our master key to access the Container:-
 - 3.1 if We give You not less than seven days notice so that we may inspect the Container or carry out repairs or maintenance
 - 3.2 at any time without notifying You:-
 - 3.2.1 if We reasonably believe that the Container contains any item described in Condition 6 or is being used in breach of the condition

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- 3.2.2 if We are required to do so by the Police, Fire service, Trading Standards, HMRC, Local Authority or any other government or statutory authority or by a Court Order
 - 3.2.3 to prevent injury or damage to persons or property or
 - 3.2.4 for the purpose of ascertaining whether the Container contains any items described in Condition 6 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.
4. You confirm to us that throughout this Agreement the Goods in the Container from time to time are Your own property you have permission from the owner to store goods in the Container. If this is not true You will be liable the amount of any expenses, loss or damage which We incur or suffer as a result of any claim made against Us arising from action taken by the owner of the Goods.
5. We may refuse to permit You to store any Goods or require You to collect and Goods from the Container if in Our opinion the safety of any person on the Site or the security of the Container or its contents would be put at risk by the storage of any such Goods.
6. You must not store any of the following in the Container:-
 - 6.1 food or perishable goods unless securely packed so they are protected from and do not attract vermin
 - 6.2 birds, fish, animals or any other living creatures
 - 6.3 combustible or flammable materials or liquids such as gas, petrol, oil or solvents
 - 6.4 firearms, explosives, weapons or ammunition
 - 6.5 chemicals, radioactive materials or biological agents
 - 6.6 toxic waste, asbestos or other waste of a potentially dangerous nature
 - 6.7 any illegal substances or items or any goods illegally obtained
compressed gases
7. You must not
 - 7.1 do anything on the Site or in the Container which may invalidate Our insurance or those of other Container users
 - 7.2 use the Container as offices, living accommodation or use the address of the site for receiving mail
 - 7.3 spray paint or do any mechanical work of any kind in the Container
 - 7.4 attach anything to the internal or external surfaces or make any alterations to the Container
 - 7.5 cause any damage to the Container or the Site. If You cause any damage You must (at Our option) repair or replace such damage or reimburse the costs of making repairs or replacement
 - 7.6 leave any waste that is created by storing the Goods. You will be charged the reasonable costs of disposing of such waste
 - 7.7 connect or provide any utilities to the Container

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8. You must
 - 8.1 exercise courtesy to others using the Site and take reasonable care for Your safety and Others
 - 8.2 inform Us of any damage or defect to the Container immediately You become aware of it
 - 8.3 inform Us immediately of any change to your address or personal details
9. This Agreement shall not confer on You any right to exclusive possession of the Container
10. 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 by direct debit to: Santander – Kilmington Self Storage Ltd Sort: 090222 A/C 10700767. All sums payable to Us under the Agreement will become due immediately upon termination of the agreement in accordance with conditions. If You do not pay Our Fees on the Due Date You must pay Us an administrative charge for late payment which is the larger of 10% of Our Fees or £10. Additionally, if You do not pay on time You must pay us interest on all amounts overdue at the rate of 5% above the base rate of NatWest Bank PLC.
11. In the event of non-payment your key fob will be blocked, We reserve the right to 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. Before we sell the Goods we will give You notice in writing.
12. You are solely responsible for insuring the goods within your Container. We accept no liability for any damage or otherwise to any of the goods stored. Details of insurance are available.
13. Either You or We may terminate this Agreement:-
 - 13.1 by giving to the other written notice of not less than one calendar month
 - 13.2 if you commit a breach of this Agreement
14. Immediately on the End date You must remove all goods from the Container and leave it clean and tidy and in the same condition as at the Start Date. Your Key Fob will be blocked on the end date. Your deposit will be returned 7 days from the end date if the container has been left clean and tidy. If not left in a satisfactory condition the appropriate amount will be deducted from the deposit.
15. Termination will not affect either You or Our outstanding rights or duties, including Our right to recover from You any money You owe us under this Agreement.

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16. If We decide not to exercise or enforce any right that We have against You at any time at a particular time, this does not prevent Us from later deciding to enforce or exercise that right.
17. 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 Container.
18. We may at any time modify any of the terms of the Agreement and to change or impose new or additional terms as long as they are notified to You in writing.
19. 19.1 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 Container or Goods whilst they are on the Site to any other person, firm or company.
20. You agree that it is not intended that anyone other than You or Us will have rights under this Agreement and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement
21. This Agreement shall be governed by English Law and You and We submit to the exclusive jurisdiction of the English Courts.
22. This Agreement shall not create a lease or tenancy or constitute Us as bailees of Goods.
23. Where You are two more persons Your obligations under this Agreement shall be joint and several.
24. We process your data in accordance with the General Data protection Regulation 2018.
25. You agree under no circumstances do you have rights of access to enter any other parts of land surrounding Kilmington Self Storage compound.