

Reading Storage Solutions (Wokingham) Ltd - Terms & Conditions (Storage) - RSSW 2016-07.01

1. Definitions

Agreed Limit

the total of all Storage Charges excluding VAT paid by you to RSSW under the terms of the Agreement in the 12-month period immediately preceding the Termination Date or such alternative amount as may be agreed by you and RSSW in accordance with Clause 2.

Agreement

the binding agreement between you and RSSW comprising the Licence Agreement and these Standard Conditions and any variations or special terms agreed in accordance with Clause 2.

Agreement Date

the date specified in the licence agreement.

Commencement Date

the date specified in the licence agreement.

Deposit

the amount specified in the licence agreement.

Due Date

the date specified in the licence agreement and the corresponding date in each period specified in the Payment Terms or the previous business day if the Due Date falls on a Saturday, Sunday or public holiday.

Goods

anything you store in the Unit at any time during the term of this Agreement.

Goods Value

the Goods Value specified in the licence agreement.

Hours of Access

the hours as published by RSSW from time to time during which RSSW allows you access to the Unit.

Initial Duration

the period specified in the Licence Agreement.

Initial Charge

the Storage Charges payable for the Initial Duration or for such shorter period as may be agreed by RSSW.

Instruction to Insure

Your written instruction to RSSW given on the licence agreement to insure the Goods while in storage.

Licence Agreement

the form authorised by you setting out your details and the specific terms of the Agreement.

Payment Terms

the payment terms specified in the Licence Agreement.

RSSW

Reading Storage Solutions (Wokingham) Ltd whose head office and registered office is at 123a Reading Road, Wokingham, Berkshire, RG41 1HD

Self Storage Insurance

the Master insurance policy arranged on behalf of RSSW, a summary of which is available at the Site and on the Website.

Site

the premises on which the Unit is situated being 123a Reading Road, Wokingham, Berkshire, RG41 1HD.

Standard Conditions

these Terms & Conditions (Storage).

Storage Charges

the amount(s) specified in the Licence Agreement + VAT at the rate in force at the time payment becomes due.

Termination Date

the date of termination of this Agreement in accordance with Clause 19.

Unit

the container storage unit(s) specified in the Licence Agreement or any alternative storage unit(s) RSSW may specify under Clause 11.

Website

the website maintained by RSSW at www.readingstoragesolutions.co.uk.

You, you

the person, firm or company specified as the Customer in the Licence Agreement.

2. Variations to the Standard Conditions

Any variations to the Agreement and any special terms will only be effective if set out in writing, issued by RSSW and countersigned by a director of RSSW. Only such a director is authorised by RSSW to make any representations about the Agreement or any matter relating to it.

3. Licence

Provided that you have complied and continue to comply in all respects with the terms of the Agreement, RSSW grants you a licence to use the Unit for the storage of Goods from the Commencement Date until the Termination Date. You agree that:-

- the nature of the Goods stored at any time in the Unit is entirely within your discretion (subject to the provisions of Clause 8); and
- you have ensured that the Unit is suitable for the storage of your Goods. RSSW does not warrant or represent that the Unit is a suitable place or means of storage for any particular type of Goods.

4. Access

RSSW allows you access to the Unit during the Hours of Access for the purpose of depositing or removing Goods. You are not allowed access to the Unit at any other time or for any other purpose. RSSW will use its best endeavours to provide advance warning of changes in the Hours of Access by displaying notices at the Site or on the Website, but reserves the right at its sole discretion to change the Hours of Access without notice.

Only you and persons authorised in writing by you or accompanied by you are allowed access to the Unit. Any such person is your agent for whose actions you are responsible and liable to RSSW and to other users of units on the Site. RSSW may refuse access to any person (including you) who is unable to provide satisfactory proof of identity and may refuse you or your agents access at any time if at its sole discretion it considers that the safety of any person on the Site, or the security of the Unit or its contents, or any other unit or its contents will be put at risk.

5. Security

Each Unit is of steel construction and is fitted with a secure 5-lever lock. RSSW provides you with two keys to the Unit(s) and can provide additional keys on request. Additional keys and any replacement keys are chargeable items.

You must ensure that each Unit is locked so as to be secure from unauthorised entry at all times when you are not in the Unit. RSSW will not be responsible for locking any unlocked Unit. You should not leave your key(s) with or permit access to your Unit by any person other than an authorised person acting as your agent and if you do so, you do so at your own risk. RSSW does not accept any liability for any person including its employee or agent who holds your key and has access to your Unit and such person acts as your agent only.

6. Right of Entry

You permit RSSW or its agents or contractors to enter the Unit:-

- if RSSW gives you not less than seven days' notice so that it may inspect the Unit or carry out repairs, maintenance and alterations to it or any other unit or part of the Site; or
- at any time without notifying you:-
 - if RSSW reasonably believes that the Unit contains any Goods that are prohibited by Clause 8 or which are being used in breach of Clause 9; or
 - to exercise RSSW's rights under Clause 11 or Clause 15; or
 - if RSSW is required to do so by the Police, Fire Services, Local Authority or by a Court Order; or
 - if RSSW reasonably believes it is necessary to prevent injury or damage to persons or property.

7. Ownership

You warrant at all times during the term of the Agreement:-

- that you own the Goods stored in the Unit; or
- that the owner or any person who has an interest in the Goods has given you irrevocable authority to store them in the Unit subject to the terms and conditions of the Agreement and that you act as a duly authorised agent of such person.

You indemnify RSSW against any loss or damage suffered by it arising out of your breach of this warranty including any loss, damage or expenses incurred by RSSW (including any reasonably incurred legal fees) arising from any action taken by the owner or by any person who has an interest in the Goods or who claims to own or have an interest in the Goods.

8. Prohibited Goods

Without limitation you may not store Goods in the Unit that are:-

- flammable materials of any kind; or
- explosive materials or pyrotechnics of any kind including fireworks; or
- firearms, ammunition or weapons of any kind; or
- perishable items of any kind including foodstuffs; or
- livestock of any kind; or
- poisonous, toxic or hazardous substances of any kind including asbestos waste; or
- illegal materials or substances of any kind or goods obtained illegally; or
- radioactive materials or biological agents; or
- compressed gases; or
- any other item that in the reasonable opinion of RSSW poses a risk to you, to RSSW's employees, its agents or its property or to any other user(s) of the Site or their property.

RSSW may at its sole discretion refuse to allow you to deposit any Goods in the Unit or require you to remove any Goods from the Unit if in its reasonable opinion the storage of such Goods are prohibited by this Clause 8.

Any breach of this Clause 8 is a serious breach of the Agreement.

9. Prohibited Uses

You may use the Unit only for the storage of Goods. Without limitation, you may not (and you may not allow any other person to):-

- carry on any trade or business at the Site or in the Unit; or
- use the Unit as offices or living accommodation; or
- connect or provide any utilities or services to the Unit unless authorised in advance in writing by RSSW; or
- do anything in the Unit which may inconvenience RSSW or any other person on the Site.

Any breach of this Clause 9 is a serious breach of the Agreement.

10. Safe Use

When at the Site you must at all times exercise reasonable care for your own safety and that of others in using the Site.

You must comply with (and you shall procure that your agents must comply with):-

- the reasonable directions of any employee of RSSW, its agents or its contractors at the Site; and
- any regulations for the safe use and security of the Unit and the Site which RSSW may publish from time to time.

11. Alternative Unit and Alternative Location

You do not have the right to exclusive possession of the Unit and RSSW may at any time and for any purpose which for the avoidance of doubt shall include moving the Unit to an alternative location on the Site require you to remove the Goods from the Unit to another unit assigned by RSSW. The new unit shall not be smaller than the Unit and RSSW must give you seven days' written notice of the removal.

If you fail to remove the Goods within the notice period, RSSW and its agents or contractors may enter the Unit and do so or, at RSSW's sole discretion following an inspection of the Unit in accordance with Clause 6 above, relocate the Unit without removing the Goods. In this event RSSW and its agents and contractors will act as your agent and the removal or relocation will be at your risk (except for loss or damage caused wilfully or negligently by RSSW and its agents or contractors).

If RSSW assigns you an alternative unit, the Licence Agreement will be amended to show the details of the alternative unit but the Agreement shall otherwise continue in full force and effect and the Storage Charges specified in the Licence Agreement, subject to any increase(s) implemented in accordance with Clause 14 below, will continue to apply.

12. Deposit

You must pay RSSW the Deposit on the Agreement Date. The Deposit will be returned to you (without interest) after the Termination Date less any amount that RSSW may at its sole discretion deduct to cover any amount owing to RSSW under the terms of the Agreement which shall include without limitation the cost of replacing any locks if you do not return all the keys to the Unit.

13. Payment

You must pay RSSW the Initial Charge no later than the Commencement Date. Thereafter you must pay the Storage Charges in accordance with the Payment Terms on the Due Date. Payment of Storage Charges (whether invoiced or not) on time and in full according to the terms of the Agreement is of the essence of the Agreement and any breach of this Clause 13 is a serious breach of the Agreement.

14. Storage Charges

RSSW reserves the right to review the Storage Charges from time to time and may increase the Storage Charges by giving you no less than 28 days' written notice ending on the last day of any calendar month. The increased Storage Charges will apply immediately after either the end of the notice period or the end of any period for which you have paid Storage Charges in advance, whichever is the later. The amount of any increase in Storage Charges may not exceed 10 per cent of the Storage Charges payable at the time notice of the increase is given. RSSW may not increase the Storage Charges within six months of either the Agreement Date or the date of any previous increase, whichever is the later.

15. Lien

If you fail to make payment when due of any amount owing to RSSW under the terms of the Agreement, RSSW has the right of lien over the Goods until payment in full of such amount(s) has been received by it and you authorise RSSW at its sole discretion:-

- to refuse you and your agents access to the Goods, the Unit and the Site;
- to exercise its right of entry to the Unit in accordance with Clause 6 above; and
- to remove some or all of the Goods and sell them; and
- to use the proceeds of sale to pay firstly the costs incurred by RSSW in the removal and sale and secondly the unpaid amount(s) owed by you to RSSW.

16. Insurance

Provided that the Goods Value of Goods stored in any one Unit does not exceed £5,000 and that RSSW has received your Instruction to Insure, the Goods are insured while in storage against loss, destruction or damage under the terms of the Self Storage Insurance. It is your responsibility to ensure that the Self Storage Insurance provides adequate cover for the Goods and to arrange alternative insurance cover if the Self Storage Insurance does not meet your needs.

Other than as provided in this Clause 16 above:

- RSSW does not insure the Goods and you are responsible for insuring the Goods against all normal perils under a valid contract of insurance with a reputable insurance company for their full replacement value; and
- you will not cause or allow that insurance cover to lapse whilst the Goods remain on the Site; and
- storage of Goods in the Unit is at your sole risk at all times except as provided in Clause 17 below.

17. Exclusion of Liability

Nothing in this agreement shall exclude RSSW's liability for loss or physical injury to or the death of any person arising as a direct result of its negligence or wilful act or fraud or that of its employees or agents.

Subject to the provisions of this Clause 17 above RSSW excludes all liability in respect of loss or damage however caused to the Goods (whether insured or not).

RSSW excludes all liability to you in respect of lost profits, anticipated savings, contracts, revenue, costs of business interruption or any indirect or consequential loss.

RSSW's liability for any loss shall be assessed on accepted commercial principles but shall not exceed the Agreed Limit. If the Agreed Limit is an alternative amount agreed by you and RSSW in accordance with Clause 2, you shall pay RSSW's reasonable costs of insuring against its increased liability (if any) up to the Agreed Limit.

18. Indemnity

You agree to indemnify RSSW against all claims, demands, liabilities, damages, costs and expenses incurred by it or by any of its employees or agents or by any other persons on the Site arising out of:-

- your use or that of your employees (if any) or agents of the Unit or the Site; or
- the breach of this Agreement by you.

If you cause any damage to the Unit or any other unit or the Site or its facilities or to the property of RSSW or any other persons on the Site you must (at RSSW's option) repair, restore or replace such damage or item or reimburse the costs of making the necessary repairs, restoration or replacement.

19. Termination

Either party may terminate this Agreement:-

- by giving not less than 28 days' written notice to the other ending on the last day of any calendar month. In this event, termination will take effect from the end of that month, which shall be the Termination Date; or
- immediately by giving written notice to the other if the other commits a serious breach of any term of this Agreement and (in the case of a breach capable of being remedied) shall have failed within 15 days after service of a notice to do so, to remedy the breach. In this event, termination will take effect from the date of service of notice, which shall be the Termination Date.

If you terminate this Agreement in accordance with this Clause 19 (a) above you forfeit all Storage Charges paid in advance (if any) and no refund will be due to you.

Any notice given under this Agreement must be in writing and may be served by personal delivery to the person(s) or company notified or to their address by pre-paid post. A notice will be deemed to have been served at the time of personal delivery or forty-eight hours after it has been placed in the post.

Immediately on termination of the Agreement, you must remove all Goods from the Unit and leave the Unit clean and tidy and in the same condition as at the Commencement Date. If you fail to do so, you shall pay RSSW's reasonable costs of cleaning the Unit and disposing of any goods or rubbish left by you in the Unit or on the Site.

20. Waiver and Severability

Any failure by RSSW to exercise any of its rights under this Agreement will not affect its rights or be a waiver of those rights, nor will any failure to exercise any right exclude a further exercise of that right.

Every provision in this Agreement 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.

21. Assignment and Applicable Law

You may not assign any of your rights under this Agreement which shall be governed by English law and you and RSSW submit to the exclusive jurisdiction of the English courts. Where you are two or more persons your obligations under this Agreement shall be obligations of each of you separately. This Agreement is the entire agreement between the parties and supersedes and replaces any previous Agreements.

The headings appearing in this Agreement are inserted only as a matter of convenience and in no way affect the substance or interpretation of the Agreement.