

Terms And Conditions Of Licence Of A Space To Store Goods (A COPY IN A LARGER FONT SIZE IS AVAILABLE UPON REQUEST)

In these terms and conditions, the following words have the following meanings: -

Access Hours	the hours We permit You to have access to the Space. for Space which comprises warehouse floor space it is by appointment and accompanied by a member of staff. for Space including containers, crates and yard space it is available 24 hours per day for self-access by You.
Customer Licence	the licence entered into between You and Us
Deposit	the amount specified in the Customer Licence
Due Date	the Start Date for the first period of storage and the corresponding date for each following period of storage
Excluded Items	items as listed in Condition 8
Excluded Liabilities	liabilities as listed in Condition 22.4
FO	the Licensor as specified in the Customer Licence
Licence Period	the period commencing on the Start Date and ending on the Termination Date
Normal Perils	actual physical loss of or damage to Goods caused by fire, lightning, explosion, earthquake, aircraft or articles dropped from them, storm, flood, bursting &/or leaking pipes, ingress of water or other liquid substance, condensation, mould, mildew, moth, insect or vermin, theft accompanied by forcible and violent entry to or exit from the building or Unit, riot, strike, civil commotion, malicious damage, and impact by vehicles of any kind
Other Charges	our fees for StoreProtect, general merchandise, extended access, transportation, rental of equipment or any other service and any VAT payable that may be incurred by You from time to time
Our Licence Fees	the amount specified on Your invoice (based on the Licence Fee specified in the Customer Licence) plus any Other Charges which shall also be paid by You where it is or becomes applicable
Prompt Payment	in respect of the payment of each and every sum due under this Licence, payment on the Due Date or within two working days afterwards, and in respect of any sum being due under any other agreement between You and Us, payment within five days of that sum being demanded in writing
Space	the storage Space specified in the Customer Licence or any alternative storage medium We may from time to time in Our absolute discretion specify under Condition 11
Start Date	the date specified in the Customer Licence
StoreProtect	an agreement between You and us where We accept a higher limit of liability in return for payment of the StoreProtect Charges in accordance with the terms of the StoreProtect Addendum and the Customer Licence
StoreProtect Charges	the additional charges set out in the Customer Licence for StoreProtect
Termination Date	the date of termination of this Licence in accordance with Condition 26
The Goods	anything You store in the Space at any time during the Licence Period
This Licence	these terms and conditions and the information set out in the Customer Licence
Unit	the premises in which the Space is situated
We, Us, Our	the storage mediums provider's named as the Licensor in the Customer Licence
You, Your	the Licensee named in the Customer Licence

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1. All sums payable under the terms of this Licence will be subject to VAT.
 - 1.1 All Space sizes are approximate and We accept no responsibility for their accuracy. In agreeing to Our Licence Fees You accept it applies to the Space You use and not any Space represented.
2. So long as Our Licence Fees are paid up to date, We Licence You, but no other person:
 - 2.1 to use the Space for the storage of Goods in the Space in accordance with this Licence during the Licence Period; and
 - 2.2 to have access to the Space at any time during the Access Hours of the Licence Period only for the purposes of depositing, removing, substituting or inspecting the Goods and Your regular inspection of the Space for damage or unsuitability of the Goods. No access to the Space will be permitted for any other purposes or outside Access Hours. We reserve the right to change Access Hours to other reasonable access times at any time without giving any prior notice. Unless 24 hour access is granted all access must be pre-arranged and accompanied by a member of staff.
 - 2.3 Extended access is available between the hours indicated in the Customer Licence and is only provided in return for a further Licence fee being paid. We reserve the right to decline any licensee's request for extended access and to charge You a further reasonable charge for the time and effort involved in resolving any issues with regard to extended access, when the service has not been paid for or correctly used by You. We also reserve the right to remove this service from You or to adjust the hours of access provided at Our absolute discretion.
3. Only You and persons authorised in writing or accompanied by You will be allowed to have access to the Space. Any such person is Your agent for whose actions You are responsible and liable to Us and to other users and licensees of Spaces at the Unit. You may withdraw any authorisation at any time, but the withdrawal will not be effective until We receive it in writing. We may ask for proof of identity from You or any other person at any time (although We are not obliged by this Licence 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 at the Unit, or the security of the Space or its contents, or other Spaces at the Unit or their contents will be put at risk.
 - 3.1 We will contact, disclose, discuss and provide access to Your account details to, and otherwise deal with (as Your agent), persons authorised by You in writing or identified by You to Us as Your alternative contact person(s) in accordance with, and to the extent of, Your instructions. In addition, in the event that We are unable to contact You at Your contact details specified in the Customer Licence (as amended or updated from time to time by notice in writing by You to Us) for any reason, We may and You hereby authorise Us to contact, disclose, discuss and provide access to Your account details to, and otherwise deal with (as Your agent), such Alternative Contacts for the purposes of and in relation to this Licence. You warrant that You have the right to provide to Us the personal data of such Alternative Contacts and to authorise Our use of such data for this purpose.
 - 3.2 If no person is nominated with access or access to manage the account We will contact Your Emergency Contact to ask for their assistance in contacting You should We be unable to make contact with You.
 - 3.3 No persons under the age of 18 are permitted access to the Unit or Space unless accompanied by You or Your agent.
 - 3.4 Your agent must be at least 18 years of age.
 - 3.5 No animals are permitted access to the Space or Unit.
4. If the Space is a container with a lock box We shall provide use of a secure padlock for the Space whilst the Licence Agreement is in effect. For all other Space You are responsible for providing a secure padlock for the Space.
 - 4.1 You must ensure that the Space and the Unit is locked so as to be secure from unauthorised entry at all times and when You are not accessing Your Space and when You leave the Unit.
 - 4.2 You must ensure that the Unit intruder alarm at the Unit at Unit 3C, Bessingby Industrial Estate, Bridlington is set at all times when You are not accessing Your Space and when You leave the Unit.
 - 4.3 Where the Space is a container with a lock box the secure padlock must be placed within the lock box. We will not be responsible for locking any unlocked Space. You are responsible for removing the lock from Your Space on the Termination Date. You should not leave Your key with or permit access to Your Space 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 Space and any such person acts as Your agent only.
 - 4.4 Where a secure padlock has been provided to You by Us it shall be returned to Us fully functional along with any keys upon termination of the Licence Agreement in accordance with Condition 26. Failure to return the secure padlock or any keys shall result in a replacement fee of £75 +vat.
 - 4.5 Where a secure padlock has been provided to You by Us no keys shall be copied, cut or reproduced.
 - 4.6 Where a secure padlock has been provided to You by Us no other padlock shall be used within the container lockbox and should We require access to the Space in accordance with Conditions 5 or 26 where another padlock has been used, We reserve the right to charge for Our time, materials and Other Charges in gaining access to the Space. This charge is estimated at £150 +vat.
 - 4.7 Where a secure padlock or alarm fob has been provided to You by Us the padlock or alarm fob is provided for use only and is loaned to You and therefore no right of possession of the padlock or alarm fob passes to You.
 - 4.8 Where 24 hours per day access is provided in accordance with the Space You select, a key or code shall be given by Us to You for access through the access gate or door to the Unit. The key shall not be copied, cut or reproduced. If a code for a combination lock or digital keypad is provided, this code shall not be shared with any other person or written down unless proper security measures are put in place such as keeping the paper the code is written on in a safe with no identifying marks or writing to indicate where the code is to be used or if digitally kept on a device that is password protected.
 - 4.9 Where an alarm fob has been provided to You by Us it shall be returned to Us fully functional upon termination of the Licence Agreement in accordance with Condition 26. Failure to return the alarm fob will result in a replacement fee of £75 +vat.
 - 4.10 Where an alarm fob has been provided to You by Us this alarm fob shall not be copied or reproduced and shall be kept with no

- identifying marks or writing to indicate where the alarm fob is to be used.
- 4.11 When a key has been provided to You from Us for access to the main yard, if this key lost or damaged You must notify Us immediately. A replacement key fee is charged at £10 +vat per key for each key issued to Our customers.
- 4.12 Where a secure padlock has been provided to You by Us and the key for that padlock becomes lost or damaged, You must notify Us immediately. A replacement key fee is charged at £10 +vat per key.
- 4.13 Should a security issue arise such as but not limited to failing to close and secure the access gate or door that gives access to the Unit or failing to set the intruder alarm or loss of a key, code or alarm fob due to Your failings under this Condition 4, we reserve the right to charge Our time, materials and Other Charges in rectifying the security issue by any means necessary and however the issue may arise.
- 4.14 Should You become aware of a potential security issue that could jeopardise the security of your Space or the Unit You must inform Us immediately so that the security of the Unit can be re-established. A security issue is identified as but not limited to the exposure of code as in Condition 4.8 to a third party or loss of an intruder alarm fob for the Unit as in Condition 4.9.
5. You permit Us and Our agents and contractors to access the Space and if necessary We may break the lock to gain access:
- 5.1 if We give You not less than seven days' notice so that We may inspect the Space or carry out repairs, maintenance and alterations to it or any other Space or part of the Unit;
- 5.2 at any time without notifying You:
- 5.2.1. if We reasonably believe that the Space contains any items described in Condition 8 or is being used in breach of Condition 9;
- 5.2.2. for the purpose of ascertaining whether the Space contains any items described in Condition 8 or if We reasonably consider that such access is necessary to ascertain whether action needs to be taken to prevent injury or damage to persons or property;
- 5.2.3. if We are required to do so by the Police, Customs, Fire Services, Local Authority or by a Court Order;
- 5.2.4. for any purpose including that in Condition 5.1, if We believe it is necessary in an emergency;
- 5.2.5. to obtain access in accordance with Condition 11;
- 5.2.6. to obtain access in accordance with Our powers pursuant to Condition 18; or
- 5.2.7. to prevent injury or damage to persons or property.
6. You warrant that throughout this Licence, the Goods in the Space from time to time are Your own property or that the person who owns or has an interest in them has given You irrevocable authority to store the Goods in the Space on the terms and conditions in this Licence and that You act as a duly authorised agent of any such person. You indemnify Us against any loss or damage suffered by Us for breach of this warranty including against any loss, damage or expenses incurred by Us (including any reasonably incurred legal fees) arising from any step or action taken by any person who owns or has an interest in the Goods.
7. We reserve the right to refuse to permit You to store any Goods or require You to collect any Goods from the Space if in Our opinion the safety of any person at the Unit, or the security of the Space or its contents, or other Spaces at the Unit or their contents would be put at risk by the storage or continued storage of any such Goods.
8. You must not store (and You must not allow any other person to store) any of the following in the Space:
- 8.1 food or perishable goods (other than in accordance with Condition 40) unless approved by Us and provided that they are protected from and do not attract vermin;
- 8.2 plants, birds, fish, animals or any other creatures;
- 8.3 combustible, flammable, explosive or oxidising materials, liquids or gases e.g. paint, petrol, oil, cleaning solvents, gas cylinders, cellulose nitrate film, fireworks;
- 8.4 firearms, weapons, ammunition, explosives or the components thereof;
- 8.5 chemicals, radioactive materials, biological agents;
- 8.6 Pollutants, toxic or hazardous materials or contaminated goods or other materials of a potentially dangerous nature;
- 8.7 any item which emits any fumes, smell or odour;
- 8.8 any illegal substances, illegal items or goods illegally obtained, including counterfeit goods, illicit (smuggled/counterfeit) tobacco, illicit alcohol, unlicensed medicines, unsafe goods (including toys, electrical items, cosmetics, fireworks);
- 8.9 compressed non-flammable gases without Our written consent and in accordance with Our specific requirements;
- 8.10 any item of high value requiring specialist storage (including without limitation jewellery, money, bullion, deeds, bonds, securities, stamps, antiques, fine art or fine wines (other than in accordance with Condition 40));
- 8.11 tyres, asbestos; or
- 8.12 waste materials including any materials or goods for export deemed to be waste e.g. used electrical equipment (unless tested and certified for re-use), used vehicles or parts thereof;
- 8.13 more than ten (10) lithium-ion batteries or any Goods that contain such batteries including, but not limited to, laptops or tablets without Our express permission. When storing such items, You must not stack these Goods and they must be stored allowing air circulation.
9. You must not (and You must not allow any other person to):
- 9.1 use the Space or do anything at the Unit or in the Space which may be a nuisance to Us or the users or licensees of any other Space or any person at the Unit;
- 9.2 do anything at the Unit or in the Space which may invalidate any of Our insurance policies or those of other Space users or licensees or increase the premiums payable on them;
- 9.3 use the Space as offices or living accommodation or as a home or business address and not use the address of the Unit or the Space for receiving or sending mail;
- 9.4 spray paint or do any mechanical work of any kind in the Space;
- 9.5 attach anything to the internal or external surfaces of the Space or make any alteration to the Space;
- 9.6 allow any liquid, substance, smell or odour to escape from the Space or any noise to be audible or vibration to be felt outside the Space;
- 9.7 cause any damage to the Space or any other Space or the Unit or its facilities or to the property of Us or any other Space users or licensees or other persons at the Unit and if You cause any damage You must (at Our option) repair, restore or replace such damage or item or reimburse the costs of making necessary repairs, restoration or replacement or make proper compensation;
- 9.8 leave anything in or cause any obstruction or undue hindrance in any passageway, stairway, service area or other part of the

- Unit and You must at all times exercise courtesy to others and reasonable care for Your own safety and that of others in using these areas;
- 9.9 leave any waste or refuse that is created by storing the Goods and You will be charged the reasonable costs of disposing of such waste or refuse if You fail to comply with this undertaking; or
- 9.10 connect anything to any power point without Our consent. Any electrical appliance connected must be placed on a proper surface in an area dedicated for their use.
10. You must (and You shall procure that Your agents must):
- 10.1 use reasonable care when at the Unit or using the Space and take all reasonable care in respect of the Space, the Unit, and the property of Us or any other Space users or licensees or other persons at the Unit;
- 10.2 inform Us immediately of any damage or defect to the Space;
- 10.3 comply with the reasonable directions of any of Our employees, agents and contractors at the Unit and any further regulations for the use, safety and security of the Space and the Unit which We may issue from time to time;
- 10.4 pay for the reasonable cost of repairs or cleaning or making good to Your Space or Our Unit, of any damage caused by You or Your agents, including but not limited to Your removal, haulage or delivery contractors; and
- 10.5 submit to Us an inventory of the Goods upon Our request for the same.
- 10.6 maintain all electrical equipment in the Space in accordance with Health and Safety standards and all compliance legislation. All items must be safely connected. It is obligatory for all electrical equipment to be PAT tested.
11. This Licence shall not confer on You any right to exclusive possession of the Space.
- 11.1 We may at any time by giving You seven days' written notice, require You to remove the Goods from the Space to another Space specified by Us;
- 11.1.1. in the event of a fire or flood or other incident or occurrence at the Unit which in Our opinion requires the Space or any part of the Unit to be closed or sealed off; or
- 11.1.2. if We close the Unit or any part of the Unit for redevelopment, in which case We may require You to remove the Goods from the Space to another Space in another Unit, which We will try to ensure is as near as possible to the Unit in the given circumstances.
- 11.2 We agree to pay Your reasonable costs of removal which have been approved in writing by Us in advance of the removal.
- 11.3 If You do not arrange the removal of Goods to the alternative Space by the date specified in Our notice, We and Our agents and contractors may enter the Space and do so. In doing so, We and Our agents and contractors will act as Your agent and the removal will be at Your risk (except for loss or damage caused wilfully or negligently by Us and Our agents and contractors, subject to the aggregate limit of Our liability contained in Condition 22).
- 11.4 If the Goods are moved to an alternative Space, this Licence will be varied by the substitution of the alternative Space number but shall otherwise continue in full force and effect and Our Licence Fees at the rate set out in the Customer Licence will continue to apply to the alternative Space.
12. You must pay Us Our Licence Fees for the minimum period of storage (28 days) on signature of this Licence and thereafter must pay Our Licence Fees on the Due Date. All sums payable to Us under the Licence will become due immediately upon termination of the Licence in accordance with Condition 26.
13. We may alter Our 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 four weeks after the date of Our notice.
14. If You do not pay Our Licence Fees within ten days after its Due Date, You must immediately on demand pay Us an administrative charge for late payment (the "Late Charge") which is the larger of 10 per cent of Our (4 weekly) Licence Fees or £10. If Your failure to pay Our Licence Fees continues for fifteen days or more after its Due Date and/or You fail to pay the Late Charge on demand, the amounts outstanding shall incur interest at the rate of 5% above the base rate of NatWest Bank PLC, 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 judgment. We may, in Our sole discretion, require You (as an alternative) to pay Us interest on the amount of Licence Fees overdue at the rate of 5% above the base rate of NatWest Bank PLC, 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 judgment. The Late Charge (or interest) shall be payable whether or not We exercise the right of sale under this Licence.
15. If You do not pay any of Our Licence Fee by its Due Date We may (in Our sole discretion) immediately without notice to You withdraw any further discounts, deductions or other rebates on the Licence Fee agreed to be granted by Us to You.
16. On each occasion any amount submitted by You by way of payment of Our Licence Fees is dishonoured, at Our option You must immediately on demand pay Us an administrative charge of £15. Furthermore, once a payment method has been dishonoured We can no longer accept payment in this form and require settlement of Your outstanding account by cash, debit card or credit card.
17. You must pay Us the Deposit on Your signature of this Licence. The Deposit will be returned to You (without interest) after this Licence terminates, less any amount We may in Our sole discretion deduct to cover:
- 17.1.1. any breach of Conditions 9 and 10 above;
- 17.1.2. any of Our Fees which have not been paid or any unpaid removal or other charges; or
- 17.1.3. any other obligation to Us that You have not performed.
- 17.2 We reserve the right to deduct or withhold from the Deposit any sums accruing in respect of repairs or cleaning or the making good of Your breach of this Licence or the Conditions which We consider is required as a direct or indirect result of the storage of the Goods within the Unit, in order to bring the Unit up to substantially the same standard and condition as it was at the Start Date and any sums accruing in respect of removal costs or any arrears of Our Licence Fees.
- 17.3 We reserve the right to amend the amount of Deposit requested dependant on the payment method used by You.
- 17.4 We will refund the Deposit (or the balance of it if We have made any deductions) to You within 14 days of the Termination Date. Any such refund will be by company cheque, an electronic transfer to a UK bank account or cash.

18. The Prompt Payment of each and every sum (including interest) whether invoiced or not, owing from You to Us from time to time under this Licence or any other agreement between You and Us (in this Condition called "Your Debt") is of the essence of this Licence.
 - 18.1 The terms of this Condition are additional to and without prejudice to all or any rights We may have at common law or otherwise.
 - 18.2 In the event of a default of the Prompt Payment of Your Debt:
 - 18.2.1. We are relieved of any duty howsoever arising in respect of the Goods; and
 - 18.2.2. the Goods are held solely at Your risk and We shall be able to immediately exercise the lien described below.
 - 18.3 We have a lien over the Goods for Your Debt until payment of Your Debt in full has been received by Us in cash, card or online banking and after this lien becomes exercisable by Us, the following Conditions shall apply:
 - 18.4 You shall pay Us fees and charges at the same rates as under this Licence and if this Licence has been terminated, the relevant rate at which such fees and charges will be payable by You will be the rate which was payable immediately prior to termination; and
 - 18.5 in default of the Prompt Payment of Your Debt, You authorise Us: -
 - 18.5.1. to refuse You and Your agents access to the Goods, the Space and the Unit;
 - 18.5.2. to access the Space and inspect and remove the Goods to another Space or Unit; and
 - 18.5.3. to hold onto and/or ultimately dispose of some or all of the Goods;
 - 18.6 in the event that Your Debt is not paid 30 days after the Due Date or You fail to collect the Goods after We have required You to collect them or upon expiry or termination of this Licence, We may, subject to Condition 18.8, sell the Goods and pass all ownership to them and use the proceeds of sale to pay first the costs incurred by Us and secondly in paying Your Debt and to hold any balance for You. Interest will not accrue to You on the balance;
 - 18.7 if the proceeds of sale are insufficient to discharge all or any part of the costs of sale incurred by Us and Your Debt, You must pay any balance outstanding to Us within seven days of a written demand from Us, which will set out the balance remaining due to Us after the net proceeds of sale have been credited to You. Interest will continue to accrue on Your Debt until payment has been made.
 - 18.8 before We sell the Goods, We will give You notice in writing (provided in accordance with Condition 38) of the amount of Your Debt at the date of the notice and that in default of payment within 10 days of the date of the notice, We will sell the Goods. We do not agree to give You any further notice of any intended sale;
 - 18.9 We will sell the Goods by any method(s) reasonably available to achieve a selling price reasonably obtainable in the open market, taking into account the costs of sale.
 - 18.10 If the Goods cannot reasonably and economically be sold (for any reason whatsoever) or they remain unsold despite Our efforts, You authorise Us to treat them as abandoned by You and to destroy or otherwise dispose of them at Your cost.
 - 18.11 You will pay Our reasonable costs incurred in administering the debt collection and sale process described in this condition. These costs will include (without limitation) auction costs, removal costs, cleaning costs and charges for Our own time.
19. Because the nature and type of the Goods being stored by You from time to time is entirely within Your discretion (subject to Conditions 8 and 9):
 - 19.1 You must ensure that the Space is suitable for the storage of the Goods that You store or intend to store in it. We do not warrant or represent that any Space allocated to You is a suitable place or means of storage for any particular goods. We strongly advise You to inspect the Space before storing Goods in the Space and from time to time throughout the period of this Licence;
 - 19.2 You must ensure that when the Goods are presented for storage, they will be securely and properly packed or bottled (as the case may be) and in such condition as not to cause damage or injury to the Unit or to any other property, whether by spreading damp, infestation, leakage or the escape of fumes or substances or otherwise howsoever; in addition, the Goods will not be perishable or include any animal or other living creature; and
 - 19.3 You must complete an inventory of Your Goods. We do not inspect the Goods when they arrive at the Unit and We do not keep any records concerning, or (save as requested pursuant to Condition 10.5) any inventory of the Goods, nor do We have any knowledge of their nature, condition or state of repair.
20. Risk and responsibility
 - 20.1 We do not insure the Goods.
 - 20.2 Storage of Goods in the Space is at Your sole risk. However, it is a condition of Our Customer Licence that Your goods must remain insured at all times while they are in storage and You must supply Us with evidence of taking out such insurance cover as requested by Us from time to time.
 - 20.3 You warrant to us as follows:
 - 20.3.1. that prior to bringing the Goods onto the Site you have insured or will insure the Goods against all normal perils under a valid contract of insurance with a reputable insurance company for their full replacement value and will not cause or allow that insurance cover to lapse whilst the Goods or any of them remain on the Site; and
 - 20.3.2. that the insurance cover will not be for a sum which is lower than the replacement value of the Goods stored in the Unit from time to time.
 - 20.4 We offer You the opportunity to request Us to accept an enhanced liability for Your Goods up to Your stated Maximum Replacement Value under StoreProtect, subject to Your agreement to pay additional charges ("StoreProtect Charges") in accordance with the StoreProtect Addendum.
 - 20.4.1. You may apply for such enhanced liability by indicating Your acceptance on the Customer Licence.
 - 20.5 You are responsible for ensuring that the value of Goods insured is maintained at an adequate level throughout the Licence Period and You should carry out regular reviews of the Goods to ensure that this is the case.
 - 20.6 We do not give any advice concerning any insurance cover. It is for You to make Your own judgement whether the cover is appropriate for Your needs or whether You would like to take out additional insurance cover for the Goods.
 - 20.7 Nothing in this Condition 20 shall make or be deemed to make Us Your agent.
 - 20.8 You warrant that:
 - 20.8.1. You have stated in the Customer Licence the true maximum replacement value of all the Goods;
 - 20.8.2. the aggregate value of the Goods stored in the Space from time to time will not exceed that value; and

20.8.3. this warranty is repeated by You to Us at each Due Date.

21. In the event that You do not pay Our Licence Fees or charges, the Goods are left in the Space at Your sole risk. We exclude any liability in respect of the Goods when payment of Our Licence Fees or charges is overdue and exclude any duty of care howsoever arising.

22. Our Liability

22.1 We exclude Our liability for loss or damage to the maximum extent permitted by law, in particular:

22.1.1. Our total liability shall not in any circumstances exceed the maximum replacement value of the Goods as specified by You on the Customer Licence;

22.1.2. We exclude all liability in respect of indirect loss or damage, including indirect loss or damage relating to the Goods, lost profits or business interruption; and

22.1.3. Unless and until a higher limit of liability has been fixed under a StoreProtect Addendum and StoreProtect continues in effect, We exclude all liability in respect of loss of or damage to Goods or any claim for return of the Licence Fee except where this results from Our negligence or breach of contract, in which case Our liability will be limited to the sum of £100 in total.

22.1.4. Our liability will commence from the time Your Goods are placed by You into Your storage Space(s) and ceases immediately upon removal of Your Goods from Your storage Space(s).

22.1.5. If You opt for StoreProtect, You must also comply with the Additional Claim Requirements, as set out under the StoreProtect Addendum.

22.1.6. If You provide Us with misleading or incorrect information relating to a claim for Loss or Damage to Your Property, or make a claim that is fraudulent, false or exaggerated, We may: reject the claim; where applicable, cancel or void the StoreProtect addendum without refund of StoreProtect Charges; and recover from you any costs we have incurred in dealing with your claim.

22.2 We do not exclude liability for physical injury to or the death of any person and which is a direct result of Our negligence or wilful default or that of Our agents and/or employees or for any matter which cannot be excluded by law.

22.3 The restrictions on liability in this Condition apply to every liability arising under or in connection with this Agreement including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

22.4 We shall not be considered to be in breach of this Agreement and exclude all liability to You in respect of any and all of the following ("Excluded Liabilities"):

22.4.1. Mysterious disappearance and/or unexplained shortage of Your Property except as a result of theft evidenced by forcible entry to Your Unit;

22.4.2. Loss or Damage which is discovered after Your Property is removed from Our Facility.

22.4.3. Loss suffered by You as a result of You not being able to access the Facility or the Unit, regardless of the cause;

22.4.4. Loss or damage to Your business, if any, including, but not limited to, indirect or consequential loss, lost profits, income or savings, wasted expenditure or business interruption;

22.4.5. Loss or Damage caused by (i) moth, insect and vermin unless from a source external to Your Unit; (ii) ordinary leakage, ordinary loss in weight or volume, evaporation

or nature of the property stored; (iii) leakage of liquid from any receptacle or container unless from a source external to Your Unit; (iv) inherent vice and latent defect; (v) mould, mildew or rust, unless proven to be a result of water ingress from a source external to Your Unit; (vi) atmospheric or climatic causes, including, but not limited to, Loss or Damage to Property which is not suitable for storage; (vii) electrical, electronic or mechanical derangement to any electronic items or mechanical Goods, or any Loss of, or Damage to electronic items resulting from a configuration failure of the controlling software and/or microchip, except where this results directly from external physical damage caused a breach of Our duty of care;

22.4.6. Any value an item might have acquired simply because it is part of a pair or set, also excluding the value of an undamaged part of a pair or set;

22.4.7. Any value which is purely sentimental;

22.4.8. Reimbursing You for the Storage Costs UNLESS Loss or Damage prevents us from fulfilling Our services, in which case We shall reimburse You for a proportion of the Storage Costs to reflect the services not carried out as a direct result.

22.4.9. Loss or Damage caused by or as a consequence of non-compliance with relevant laws and regulations by You or Your Agents;

22.4.10. Loss or Damage caused by the act or omission of You or Your Agents including but not limited to any failure to secure the Unit after visiting, failure to pack or stack the Goods properly and securely, the manner of storing the Goods within the Unit, the conduct of You or Your Agents in the Unit or at the Facility, the loading or unloading of Goods into or from the Unit.

22.4.11. Loss or Damage to any Excluded Items.

22.4.12. Loss or Damage caused by or as a consequence of Your failure to comply with any condition in this Agreement, and in particular Your obligations contained in Condition 20 .

23. You will indemnify Us against all claims, demands, liabilities, damages, costs and expenses incurred by Us or by any of Our servants, agents or other Space users or licensees or persons at the Unit which arise out of the use of the Space or the Unit by You or any of Your servants, agents or invitees or arise out of the breach of this Licence by You.

24. In the event of circumstances which are outside Our reasonable control and their consequences, We do not agree and are not obliged by this Licence to maintain the safety or security of the Goods, the Space or the Unit in order to keep the Goods free from damage or loss. Neither You nor We shall have any liability under or be deemed to be in breach of this Licence for any delay or failure in performance of this Licence, which results from circumstances beyond the reasonable control of that party. Such circumstances include any Act of God, riot, strike or lock-out, trade dispute or labour disturbance, accident, breakdown of plant or machinery, fire, flood, shortage of labour, materials or transport, electrical power failures, threat of or actual terrorism or environmental or health emergency or hazard, or access of any Space including the Space or the Unit by, or arrest or seizure or confiscation of Goods by competent authorities. We will not be responsible for failing to allow access to Your Goods for so long as the circumstance continues. We will try to minimise any effects arising from such circumstances.

25. This Licence may be terminated by You or Us in accordance with Condition 26.
26. Either You or We may terminate this Licence:
- 26.1 by giving not less than seven days' written notice to the other ending on any Due Date and termination will take effect from that Due Date, which shall be the Termination Date (should this Licence not be terminated on the Due Date You will be given a further seven days' grace, after which it will be assumed that You have not served written notice on Us of Your intention to terminate); or
- 26.2 immediately by giving written notice to the other if it commits a serious breach of any term of this Licence 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. Serious breach includes a failure by You to pay all Our Licence Fees and other charges due to Us under this Licence. The Termination Date shall be the date the notice is effectively served on You in accordance with Condition 38.
27. Immediately on the Termination Date, You must remove all goods from the Space and leave the Space clean and tidy and in the same condition as at the Start Date. If You do not do so, You shall pay Our costs of cleaning the Space or disposing of any goods or rubbish left in the Space or at the Unit. In default of Prompt Payment of Our Licence Fees and any payments due to Us under this Licence, We are relieved of any duty howsoever arising in respect of the Goods and they are held solely at Your risk. We may treat Goods remaining in the Space after the Termination Date as abandoned and may dispose of them in accordance with Conditions 18.6 and 18.8.
28. Where this Licence has terminated and You have paid more of Our Licence Fees and charges than are due at the Termination Date, We will refund the balance to You after deduction of any payments due to Us as if the balance were a Deposit under Condition 17. No interest will accrue on any money held by Us for You. Where any payments are still outstanding from You, You must pay Us in full including any outstanding interest before We will release the Goods to You.
29. Any delay by Us in exercising any of Our rights under this Licence will not affect Our rights or be a waiver of those rights, nor will any partial exercise of any right exclude a further exercise of that right.
30. Every provision in this Licence 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.
31. You agree to examine the Goods carefully upon removing them from the Space and must tell Us about any loss or damage to the Goods as soon as is reasonably possible after doing so. In any event, We need to inspect any damage to the goods and to take photographic evidence, before You can proceed with any insurance claim for loss or damage.
32. We may, at any time, unilaterally vary any of the terms of this Licence provided that such variation is in writing and signed by one of Our Directors. None of Our other employees or agents has any authority to vary this Licence 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 Licence.
33. You may not assign any of Your rights under this Licence or part with possession of the Space or the Goods whilst they are at the Unit to any other person, firm or company and a breach of this Condition is a serious breach under Condition 26.2.
34. You agree that it is not the intent of this Licence to confer any rights on any third parties by virtue of this Licence and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Licence.
35. This Licence shall be governed by English law and You and We submit to the exclusive jurisdiction of the English courts.
36. This Licence shall not create a tenancy or lease or the relationship of landlord and tenant between You and Us or constitute Us as a Bailee of Goods.
37. Where You are two or more persons Your obligations under this Licence shall be obligations of each of You separately.
38. Any notice given by Us to You under this Licence must be in writing and may be served by e-mail, by personal delivery to the person notified or its address, or by prepaid post. Your address for service of notices shall be Your e-mail and/or postal address written on the Customer Licence or any other address in England, Scotland or Wales which You have previously notified to Us in writing. Any notice to You will also be sent to any owner (whether sole, joint, or co-owners) the name and address (including e-mail address) of whom We have been previously notified by You. Any notice given by You to Us must be in writing and maybe served by personal delivery, by pre-paid post or by e-mail. Our address for service of notices shall be Our address set out on the Customer Licence. A notice will be served at the time of personal delivery or forty-eight hours after it has been placed in the post, or at the time the e-mail was sent by the sender, provided that the sender of the email does not receive an e-mail message stating that the email message has not been received by the intended recipient.
- 38.1 You will inform Us in writing of any changes to Your billing details, contact details, alternative contact details, authorised persons, insurance details or access details stated on this Licence.
39. Before taking any court proceedings for anything arising out of this Licence (apart from emergency court proceedings), the complaining party shall inform the other person in writing of the dispute in as much detail as possible and You and We agree to try informal conciliation within twenty business days of the notice of the dispute. If the dispute cannot be resolved, You or We may submit the dispute to the Court. This Condition does not affect the right of either You or Us to terminate this Licence.
40. If this Licence is for Your storage of wine and/or other alcoholic beverages within a dedicated storage cellar at the Unit then the following provisions shall apply in addition to the foregoing Conditions (provided that if there are any inconsistencies between the provisions of the foregoing Conditions and any additional terms and conditions set out in this Condition 40, the additional terms and conditions set out in this Condition 40 shall prevail):
- 40.1 In this Licence, the following words have the following meanings, in replacement of those meanings in Condition 1: The Goods: the wine and/or other alcoholic beverages You store in the Space at any time during the Licence Period; the

Space: the dedicated storage cellar specified in the Customer Licence or any alternative storage cellar We may from time to time in Our absolute discretion specify under Condition 11

- 40.2 You warrant to Us as follows:
- 40.2.1. all taxes and duties have been paid on the Goods and You shall reimburse Us against all duties and taxes that We may be required to pay in respect of the Goods;
 - 40.2.2. that You will be liable for any breach of Customs' regulations relating to the Goods and You undertake to indemnify Us and keep Us indemnified against all actions, proceedings, costs, claims and demands arising out of any breach, non-observance or non-performance of the same; and
 - 40.2.3. that You have complied with Condition 19.
- 40.3 You must not open any bottles or containers and/or consume any wine or alcoholic beverages within the Unit, unless approved by Us on each occasion in advance

DATA PROTECTION

41. We collect information about You when You register with Us and throughout the course of this Licence. This information includes Your personal data ("Your Data"), and We process Your Data in accordance with the General Data Protection Regulation and all associated laws. This says that the personal information we hold about you must be:

1. Used lawfully, fairly and in a transparent way
2. Collected only for valid purposes that we have clearly explained to you and not used in any way that is incompatible with those purposes
3. Relevant to the purposes we have told you about and limited only to those purposes
4. Accurate and kept up to date
5. Kept only as long as necessary for the purposes we have told you about
6. Kept securely

- 41.1 Your Data will be used for the purposes of this Licence, processing payments, communicating with You, and generally maintaining Your account with Us.
- 41.2 We may share Your Data with, and obtain information about You, from credit reference agencies or fraud prevention agencies or trade associations of which We are a member. The information provided by You may be put onto a register of claims and shared with other insurers to prevent fraudulent claims.
- 41.3 We will release Your Data and other account details at any time if We consider in Our sole discretion that such release is appropriate to comply with the law, to enforce this Licence, for fraud protection and credit risk reduction, from crime prevention or detection purposes, or to protect the safety of any person at the Unit, or the security of the Space or its contents, or other Spaces at the Unit or their contents will be put at risk.
- 41.4 In the event that We sell or buy any business or assets, We may disclose Your Data and account details to the prospective seller or buyer of such business or assets or if We or substantially all of Our assets are acquired by a third party, Your Data and account details will be one of the transferred assets.
- 41.5 If You have opted in to receive marketing information from Us on Your Licence Agreement, You consent to Our use of Your Data for Our marketing and other like or related purposes,

including to provide You with information, products or services that You request from Us or which We feel may interest You. You may opt out at any time by informing Us in writing.

- 41.6 You have the right to:
- Request access to your personal information (commonly known as a "data subject access request"). This enables you to receive a copy of the personal information we hold about you and to check that we are lawfully processing it.
 - Request correction of the personal information that we hold about you. This enables you to have any incomplete or inaccurate information we hold about you corrected.
 - Request erasure of your personal information. This enables you to ask us to delete or remove personal information where there is no good reason for us continuing to process it. You also have the right to ask us to delete or remove your personal information where you have exercised your right to object to processing (see below).
 - Object to processing of your personal information where we are relying on a legitimate interest (or those of a third party) and there is something about your particular situation which makes you want to object to processing on this ground. You also have the right to object where we are processing your personal information for direct marketing purposes.
 - Request the restriction of processing of your personal information. This enables you to ask us to suspend the processing of personal information about you, for example if you want us to establish its accuracy or the reason for processing it.
 - Request the transfer of your personal information to another party.

If you want to review, verify, correct or request erasure of your personal information, object to the processing of your personal data, or request that we transfer a copy of your personal information to another party, please contact us in writing.

- 41.7 We treat Your Data with respect. We have put in place measures to protect the security of your information. Details of these measures are available upon request. Third parties will only process your personal information on our instructions and where they have agreed to treat the information confidentially and to keep it secure. We will not sell Your Data to any third party for marketing purposes.
- 41.8 We will only retain your personal information for as long as necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, accounting, or reporting requirements. To determine the appropriate retention period for personal data, we consider the amount, nature, and sensitivity of the personal data, the potential risk of harm from unauthorised use or disclosure of your personal data, the purposes for which we process your personal data and whether we can achieve those purposes through other means, and the applicable legal requirements. In some circumstances we may anonymise your personal information so that it can no longer be associated with you, in which case we may use such information without further notice to you.

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