

## Terms & Conditions

1. In these terms and conditions Simply Store is called “the Company” and any individual firm, company or other person with whom the Company contracts is called “the Customer”.
2. The word “Centre” means the same as premises or company premises. The word “Contract” and “Agreement” have the same meaning. The term “Mobile Storage Unit” or “MSU” means Storage Container, or containers if the customer rents more than one. All the terms of the Contract are set out in these terms and conditions. All other conditions, warranties, guarantees, undertakings or representations whether expressed or implied by statute (insofar as such statutes permit) common law or otherwise arising from conduct or a previous source of dealing or trade, custom or usage or agreed or offered orally or in correspondence or otherwise are hereby excluded from this agreement. No variation of the Customer Contract is binding on the company unless agreed in writing and signed by a Director of the Company.
3. The Company shall upon payment of the storage charge specified in the Customer Contract make available to the Customer a MSU or multiples thereof as specified in the Contract by way of license for the sole purpose of the storage of the Customers goods. The Company may exclude the Customer from its premises and the MSU(s) if the Customer is in breach of any of the provisions of the Contract or these conditions for so long as the breach remains unremedied.
4. The Contract between the Company and the Customer shall commence from the “tax point date” set out in the Customer Contract and by the payment by the Customer of the first charge and shall continue until terminated pursuant to these conditions.
5. When the Customer requires the Company to supply the MSU(s) to a location nominated by the Customer then when the MSU (s) is at the Customer’s nominated premises the Customer is responsible for the trailer(s), the MSU(s) and any contents. The Company will accept no liability for loss from or damage to the MSU and or contents nor fines or charges or damages arising from the positioning of the trailer.
6. The Customer is required to inspect the MSU (s) prior to commencing storing and inform the Company if the Customer believes it to be damaged or unsuitable for the Customers requirements in any way. Otherwise the MSU will be deemed to be in good condition at the commencement of the Contract.
7. The Customer may have access to the Customers storage MSU at any time during the Centre opening hours as notified. No access to the MSUs will be permitted outside these hours. The Customer must provide a minimum of 24hours notice of their intent to access the MSU(s). The Company may change the opening times at any time without giving any prior notice.
8. The Company may elect to move the MSU(s) at any time and the Customer must ensure that the MSU(s) is arranged in such a way that damage will not occur if the MSU is moved. The Company shall deem the production of the Contract by the Customer or the oral quotation of MSU numbers or account numbers as satisfactory proof that that person is the Customer or an authorised representative of the Customer. Similarly if the Company is contacting the Customer by any means the MSU number(s) or account number will be accepted as satisfactory proof of identity.
9. The Company (and its agents or servants) reserve the right to enter the MSU(s) without the Customers permission and to remove all or any of the goods stored in the MSU(s) for the purpose of inspection, cleaning and repairs to the MSU(s) or in an emergency or to establish whether such entry is required in the interests of safety or to prevent damage or injury to persons or property or to remove prohibited items or if the Company is required to do so by any Public Service, Authority or Court Order, or to comply with any other clause in this Agreement. the Company shall not be liable for any damage caused to the goods stored in the MSU as a result of such entry and / or removal except to the extent that this is due to the negligence of the Company.

10. The Customer warrants to and covenants with the Company that:
- a) The Customer is the owner and / or entitled in law to the possession of the goods stored in the MSU at any time or that ownership is vested in the Customer for the purposes of entering into this agreement
  - b) Such goods are not of a dangerous nature, do not have any dangerous characteristics including gas bottles, aerosols, paints, firearms or ammunition, are not stolen goods or drugs and otherwise will not contaminate or otherwise damage or effect the Company premises or other goods stored therein or not emit any fumes or odours.
  - c) The goods shall be adequately packaged and not of a perishable nature or include any plant, animal or other living creature.
- The Company may refuse to permit storage of any goods regardless of reason.
11. The Customer shall not:
- a) use the MSU or Centre to do or suffer to be done anything which is or may become a nuisance to the Company's employees, agents or Customers.
  - b) do or suffer anything on the Company's premises, which may render void or voidable or increase the rate of premium of any insurance carried by the Company or its occupiers or employers liabilities.
  - c) sub license, transfer assign or in any way part with the benefit of this Agreement which shall be reserved to the Customer.
  - d) use the MSU or Centre as offices or living accommodation or as a home or business address.
  - e) spray paint or do mechanical work of any kind to the MSU or Centre.
  - f) attach anything to the walls, ceiling or floor of the MSU or Centre or make any alteration to the MSU.
  - g) cause any damage to the MSU or the Centre or to the property or possessions of the Company or any other Customers. If in breach of this clause the Customer must (at the option of the Company) repair, restore or replace such damaged items, or reimburse the Company's costs in making necessary repairs, restoration or replacement.
12. The Customer shall comply with all fire, safety and security precautions or instructions about the Company's premises or as directed by a member of the Company's staff:
- a) the Customer must be available to receive any deliveries or collections
  - b) ensure that the MSU is secure at all times when not in use by attaching security seals or by attaching a padlock.
  - c) at all times exercise courtesy to others when using any part of the Centre.
  - d) inform the Company immediately of any damage to the MSU.
  - e) comply with the directions of the Company's employees or agents at the Centre and any further regulations for use of the MSU, which the Company may issue from time to time.
  - f) indemnify the Company from any claims for loss or damage arising from the breach of this Agreement
13. The storage charge for the first 4 weeks of storage shall be due and payable on the commencement of the Contract and the charge for each successive 4 week period shall likewise become due and payable on the commencement of each 4 week period. The Company shall be entitled to increase the monthly charge under the Agreement by giving notice in writing to the Customer at least 30 days before such increases are to take effect. The Company shall be entitled to an additional sum of £10 or 10 percent (whichever is the greater) for each two week period or part thereof after the storage charge has remained unpaid. Such additional charges shall be added to and treated

for the purpose of this Agreement as an outstanding charge. In the event that any cheque is dishonoured the Company shall make the further charge of £12 on each occasion that the cheque is returned. In the event of any breach of this Agreement, which requires the Company to take any remedial action, the Company may make an appropriate charge to recover any costs or other charges involved.

14. If the charge or additional charges remain unpaid on the due date the Company reserves the right to exclude the Customer from the Centre and to deny the Customer access to the Centre whether or not the Agreement has been terminated. If the Company exercises its right under this clause it will not affect the Customers right to pay any unpaid or future charges.

- 15.
- a) If the charge for the MSU(s) remains unpaid for more than 2 weeks the Company may give notice in writing to the Customer of its intention to sell goods stored in any such MSU to meet unpaid charges and if the Customer does not within 72 hours of the date of such notice pay the Company the required amount of unpaid charge and any other sums due and payable under this Agreement the Company shall at its absolute discretion be entitled to dispose of such goods at public auction or otherwise by destroying the same
  - b) The Company may at any time and at its absolute discretion without giving reason thereof give notice to the Customer requiring the Customer to pay all arrears of charge due payable under the Agreement if any, and / or remove the goods within 7 days of the giving of such notice. If this is not done the Company may remove the goods within 7 days of the giving of such notice to such storage facilities as it may decide at the expense and risk of the Customer and if within 21 days of giving such notice the goods have not been removed then the Company may give notice of its intention to dispose of the goods by sale at public auction or otherwise by destroying the same.
  - c) The proceeds of sale under paragraphs (a) or (b) of this clause shall be applied by the Company first to the unpaid

charge or any other sums due or payable under the Agreement and to any costs and / or charges and expenses incurred by the Company in or in connection with such sale and the Customer shall only be entitled to claim the balance (if any) remaining after.

- d) Any sale under paragraphs (a) or (b) of this clause shall be without prejudice to the Company's right to recover from the Customer any balance outstanding and due from the Customer after the proceeds of such sale have been applied in accordance with paragraph (c) of this clause.
- e) All goods stored in the MSU(s) are subject to the general lien of the Company for all sums due and payable and becoming due under the Agreement and for other monies due to the Company from the Customer.

16. The Customer can terminate this Contract at any time either orally or in writing providing that all charges have been settled and the customer is not in breach of any term of this contract. If the Customer requires transportation and the Company is not able to do this on the preferred date for whatever reason then storage charges will continue to be applied until the date the MSU or the goods leave the Centre.

17. On termination of this contract the Customer must remove all goods from the MSU and leave the MSU clean and tidy and in the same condition as at the commencement dates. The Company may charge the Customer if at its sole discretion it decides it is necessary to clean or repair the MSU or dispose of any goods or rubbish left in the MSU or at the Centre or in the trailer. The Company may treat any goods left in the container as abandonment and may dispose of them in accordance with condition 15.

18. The Customers Responsibility

It will be the Customers sole responsibility to:

- a) declare to us in writing of the value of the goods to be stored. If it is subsequently established that the value of the goods is greater than the actual value the Customer declares, the Customer agrees that the Company's responsibility under clause 20 will be reduced to reflect

- the proportion that the Customers declared value bears to their actual value
- b) obtain at the Customers own expense all permits, permissions and licenses necessary for the delivery / collection to be completed
  - c) provide the Company with a contact address and telephone number(s) while the goods are in store.
19. The Company's Responsibility
- a) It is the Company's responsibility to deliver the MSU(s) to the Customer, or produce them for collection, undamaged. By "undamaged" the Company mean in the same condition as they were in at the time when they were first made available.
  - b) If the Customer does not provide the Company with a declaration of the value of the Customers goods, or if the Customer does not require the Company to accept standard liability pursuant to clause 20(a) the Company will not be liable to the Customer for failure to discharge the responsibilities identified in clause 19(a) unless that failure has been caused by negligence or breach of Contract on the Company's part.
20. Determination of amount of liability for loss or damage
- a) Standard Liability
    - (i) If the Customer provides the Company with a declaration of the value of the Customers goods the amount of the Company's liability to the Customer in the event of loss or damage to those goods will be subject to a maximum liability of £5,000. The Company may agree to accept liability for a higher amount, in which case the Company reserves the right to make an additional charge.
    - (ii) In the event of loss or damage to the Customers goods the Company's liability to the Customer is assessed as a sum equivalent to the cost of repair or replacement, taking into account the age and condition of the goods
- immediately prior to their loss or damage and subject to a maximum liability of £5,000
- (iii) Where the lost or damaged item is part of a pair or set, the Company's liability to the Customer, where it is assessed as the cost of the replacement of that item, is to be assessed as a sum equivalent to the cost of that item in isolation, not the cost of that item as a pair or set.
- b) Limited liability If the Customer does not provide the Company with a declaration of value, or if the Customer does not require the Company to accept standard liability pursuant to clause 20 (a) then the Company's liability to the Customer in the event of damage to the Customers goods caused by negligence or breach of Contract on the Company's part will be assessed as a sum equivalent to the cost of the repair or replacement, taking into account their age and condition immediately prior to their loss or damage subject to a maximum total liability of £250 or the item(s) value whichever is less.
21. Exclusions of liability
- a) In respect of limited liability, the Company will not be liable for loss or damage to the Customers goods as a result of fire or explosion howsoever that fire or explosion was caused, unless the Company have been negligent or in breach of Contract.
  - b) In respect of standard liability and limited liability, other than as a result of the Company's negligence or breach of Contract the Company will not be liable for any loss of, damage to or failure to produce the following goods: –  
bonds, securities, stamps of all kinds, manuscripts or other documents or electronically held data records, mobile telephones, plants or goods likely to encourage vermin or other pests or to cause infestation or contamination, perishable items or items requiring a

- controlled environment, furs exceeding £100 in value, jewellery, watches, precious metals, money coins, deeds or any animal, birds or fish.
- c) In respect of both standard and limited liability other than as a result of the Company's negligence or breach of contract the Company will not be liable for any loss of, damage to, or failure to produce the goods if caused by any of the following circumstances: –
- by war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, terrorism, rebellion and / or military coup, Act of God, industrial action or other such events outside our reasonable control. Loss or damage arising from ionising radiations or radioactive contamination. Loss or damage arising from Chemical, Biological, Bio-chemical, Electromagnetic weapons and Cyber attack. Indirect or consequential loss of any kind. By normal wear and tear, natural or gradual deterioration, leakage or evaporation from perishable or unstable goods. This includes goods left within furniture or appliances. By vermin, moth, insects and similar infestation, damp, mould, mildew or rust. By cleaning, repairing or restoring unless we arranged for the work to be carried out or by change in atmospheric or climatic conditions. In the event of damage that would have occurred irrespective of the quality of the packing then our liability is limited to £100 or its actual value whichever is less. Loss or theft of items other than following violent or forcible entry to or exit from the storage centre. Accidental damage unless we have been negligent or in breach of contract.
22. No employee of Simply Store shall be separately liable to the Customer for any loss, damage, mis-delivery, errors or omissions under the terms of this Agreement
23. The Company's Liability shall cease upon handing over the goods from the Company's warehouse or on completion of delivery.
24. Time limit for claims  
For goods which the Company deliver, the Customer must notify the Company immediately of any damage / shortage or loss and confirm this in writing to the Company within seven days. For goods which the Customer collects the Customer must notify the Company immediately of any damage / shortage or loss and confirm this in writing to the Company within seven days.
25. The Company reserves the right to charge any delivery / collection charges in full if delivery / collection is cancelled less than 2 working days before the delivery / collection is scheduled to take place.
26. The Company reserves the right to move the Customer's MSU to any other location.
27. The Company shall be entitled to send any notice, bill, statement or other document whatsoever to the Customer at the address set out in the Contract, or if any change of address has been notified to the Company, at the last address so notified and any notice, bill, statement or other document whatsoever shall be deemed to have been received by the Customer 3 days after posting by second class pre paid post or immediately if served personally.
28. Any delay by the Company in exercising any of its rights under this Contract will not impair nor be a waiver to those rights nor will any partial exercise of any right preclude a further exercise of that right.
29. Where the Customer is two or more persons their obligations under this Contract shall be joint and several
30. The Customer indemnifies the Company against loss or damage arising through wilful breach of any clause of this Agreement.
31. The Company reserves the right to amend these Terms & Conditions at any time.