

# Dainton Self Storage Term & Conditions

## 1. Introduction

These Conditions set out the rights and obligations of the Self Storage Operator (“we”, “us” or “our”) and the Customer (“you” or “your”). These Terms and Conditions can only be changed with the prior written agreement of both the Self Storage Operator and the Customer. We cannot provide insurance cover in relation to your goods and you should therefore consider whether you need separate insurance cover. Your attention is drawn to Clause 7 which sets out our liability in respect of your goods.

## 2. Quotation

2.1 Our quotation is inclusive of VAT but unless otherwise stated does not include customs, duties, inspections or any other fees or taxes payable to any statutory body. Any such duties or fees will be payable by you in addition to the price stated in the quotation.

2.2 We reserve the right to amend the price stated in the quotation to take account of changes of circumstances which were not taken into account when preparing our quotation and are confirmed by us in writing. Such factors may include the following:-

2.2.1 We supply any additional services;

2.3 Our quotation does not constitute a contract and accordingly there is no contract between us until you have our written confirmation that we can store your goods on the required date.

## 3. Your Responsibilities

3.1 You must:-

3.1.1 declare in writing to us the value of the goods being stored and select either our Standard Liability or Limited Liability service as detailed in Clauses 7.1 and 7.2 overleaf prior to depositing your goods in store

3.1.2 empty, defrost and clean refrigerators and freezing equipment.

3.2 In addition you must provide us with contact details during the storage period

3.3 We will not be liable for any loss, damage, cost or additional expense that may occur as a result of your failure to fulfil these obligations unless by reason of our own negligence or breach of contract.

3.4 Ensure that only you and persons authorised in writing or accompanied by you have access to your storage unit

3.5 Provide a secure padlock for your unit and ensure it is locked at all times when you are not present and you must not leave your key or permit access to any person other than your agent.

3.6 You must permit us to enter the unit, if necessary by force if we believe the unit contains any items listed in Clause 5 or to mitigate a loss covered by this policy

## 4. Ownership of Goods

4.1 You confirm to us that the goods being stored are your property or that you have the authority of the owner to enter into this contract in relation to the removal of the goods.

4.2 You undertake to indemnify us for any claims and keep us indemnified against any claims resulting from any breach by you of Clause 4.1.

## 5. Excluded Goods

5.1 The following items are excluded from this contract and must not be stored;

5.1.1 prohibited, stolen goods, drugs, pornographic material, potentially dangerous, damaging or explosive items, compressed gases, aerosols, paints and firearms and ammunition, chemicals, radioactive materials or biological agents.

5.1.2 jewellery, watches, trinkets, precious stones or metals, money, deeds, securities, stamps, coins or goods or collections of any similar kind;

5.1.3 any goods likely to encourage vermin or other pests or to cause infestation or contamination;

5.1.4 perishable items and/or those requiring a controlled environment or refrigerated or frozen food or drink;

5.1.5 animals, birds or fish or any other living creatures

5.2 If you submit any such goods without our knowledge we will make them available for your collection and if you do not collect such goods within a reasonable time we reserve the right to take further steps in relation to the disposal of any such goods. You must indemnify us against any additional charges, expenses, damages, costs or claims incurred by us as a result.

## 6. Payment

6.1 You must pay our charges so that we have cleared funds in advance of the storage.

6.2 You must not withhold any part of the agreed price.

6.3 We reserve the right to charge interest on overdue amounts.

6.4 Payment terms may only be varied with our written agreement in advance.

## 7. Our Liability for Loss or Damage

7.1 "Standard Liability" – If you have selected our Standard Liability service as detailed in Clause 3.1.1 our liability for negligence or breach of contract or otherwise under common law in relation to your goods is limited to the value declared to us under Clause 3.1.1.

7.2 "Limited Liability" – If you have selected our Limited Liability service as detailed in Clause 3.1.1 then storage of the goods in the unit is at your sole risk and our liability for loss or damage to your goods caused by normal perils, including as a result of our negligence will not exceed £50.

7.3 We are not liable on a "new for old" basis for any lost or damaged goods.

7.4 We shall not be liable to the extent that loss or damage is caused or contributed to by moving goods under your express instructions, against our advice, and in a manner which is likely to cause damage.

7.5 You must notify us as soon as reasonably possible of any damage to your property

## 8. Excluded Risks

8.1 We are not liable for the following:

8.1.1 Loss or damage to cars or other motor vehicles (except motor cycles and mopeds or the like) and/or, boats and/or caravans

8.1.2 Electrical and mechanical derangement unless shown to be as a result of physical external damage to the item concerned or as a result of fire, lightning, aircraft, explosion, earthquake, riot, strike, civil commotion, malicious damage, storm, flood, burst pipes, escape of water or impact by vehicles

8.1.3 Loss or damage which occurs prior to the storage commencing.

8.1.4 Loss or damage to jewellery, watches, trinkets, precious stones, precious metals, coins, money, deeds, bonds, securities and stamps or collections of similar kind.

8.1.5 Loss or damage caused by wear and tear, gradual deterioration, warping or shrinkage unless it can reasonably be demonstrated that such loss or damage arose as a result of our actions or failings of those of our subcontractors, agents or servants.

8.1.6 Any consequential loss.

8.1.7 Loss or damage to refrigerated or frozen food and/or drink, plants, house plants, brittle objects, items with inherent defects or inherent vice howsoever caused and/or goods likely to encourage vermin or other pests or to cause infection.

8.1.8 Prohibited or stolen goods, drugs, potentially dangerous, damaging or explosive items including gas bottles, aerosols, paints, firearms and ammunition.

8.1.9 Animals and their cages or tanks including pets, birds or fish.

8.1.10 Mysterious disappearance of goods in store unless evidence can be provided to prove beyond all reasonable doubt that the loss is solely attributable to the dishonesty or connivance of our employees

8.2 None of our employees will incur any separate liability to you.

8.3 If the value of your goods in store are, at the time of loss or damage, collectively of greater value than the value declared, then you will bear the equivalent proportion of the claim in the same ratio as the actual value exceeds the declared value.

8.4 Our liability is limited to the reasonable cost of repair and no claim will be considered in respect of any depreciation in value of any item as a result of such repair.

8.5 Where any item consists of items in a pair or set, we will not pay more than the value of any particular part or parts which may be lost or damaged, without reference to any special value which such part or parts may have as part of a pair or set, nor more than a proportionate part of the declared value of the pair or set.

8.6 Theft unless accompanied by forcible and violent entry or exit to the premises.

8.7 Accidental damage

8.8 Radioactive Contamination, chemical, biological or biological contamination or terrorism

9. Time Limit for Making Claims

You must notify us immediately of any loss or damage to your goods being noticed and you must then verify this in writing within 7 days of the original notification. If you fail to make a notification to us of such loss or damage we will not be liable.

10. Withholding or Disposal of the Goods

We have a right to withhold and/or ultimately dispose of some or all of the goods until you have paid all our charges and any other payments due under this or any other agreement between us. These may include any charges which we have paid out on your behalf. While we hold the goods you will be liable to pay all storage charges and other costs incurred by us as a result of withholding your goods and these Terms and Conditions will continue to apply.

11. Storage Charges

We may change our storage charges and you will be given 30 days notice of any such change in advance in writing.

12. Applicable Law

These Terms and Conditions are subject to the Law of England and Wales.

13. Whole Agreement

These Terms and Conditions together with our quotation form the whole agreement between us and all other correspondence or oral discussions or representations are excluded.

14. Termination

We may terminate this contract within 30 days in writing. If you wish to terminate this agreement while your goods are in storage you must give at least 5 working days notice in writing. You remain liable for charges for storage up to the date of release of the goods to you.