

BURNHAM STORAGE

Terms and Conditions

1. Interpretation

In this Contract:

1.1. "BSL" means Burnham Storage Ltd and "The Customer" means the individual, company, firm or other person with whom BSL contracts, shown under customer details in the Storage Contract, together "the Parties".

1.2. "the Deposit" means any of the sums paid to BSL in accordance with clause 4.4.

1.3. "the Storage Charge" means the storage fee payable as shown in the Storage Contract and any other such amounts as BSL may from time to time determine in its absolute discretion in accordance with the Storage Contract.

1.4. "the Premises" means BSL's property located at the address shown in the Storage Contract.

1.5. "the Storage Space" means the storage space known by the unit number shown in the Storage Contract.

1.6. "the Commencement Date" means the date from which the Customer may use the Storage Space.

1.7. "the Due Date" shall be the first day of each invoice period as specified in the Storage Contract.

1.8. "Storage Agreement" means the agreement entered into between the Customer and BSL relating to the Storage Space.

1.9. "Contract General Conditions" means these Contract General Conditions.

1.10. "Contract" means the documents listed in clause 1.13.

1.11. "Insurance Agreement" means the agreement (if any) entered into between BSL and the Customer relating to the provision of insurance in respect of the Goods.

1.12. "Insurance Terms and Conditions" means the insurance terms and conditions annexed to the Contract General Conditions.

1.13. This Contract consists of the following documents which have the following order of priority:

- (a) Storage Agreement;
- (b) Contract General Conditions;
- (c) Confirmation of Insurance

1.14. "References to Clauses" are references to clauses of this Contract.

2. Right to occupy

2.1. BSL grants the Customer but no other person a licence to occupy the Storage Space in accordance with the terms of this Contract for the sole purpose of storing goods and chattels ("the Goods") from the Commencement Date until terminated according to the terms of this Contract.

2.2. By entering into this Contract, the Customer warrants that they have sole legal and beneficial title to the Goods and indemnifies BSL against any claim or cost or any action or proceeding arising from any dispute as to ownership or rights to possession if this declaration is untrue.

2.3. For the avoidance of doubt, the Customer hereby acknowledges and expressly agrees that nothing in this Contract shall be construed so as to create any legal or equitable proprietary interest in the

Premises or the Storage Space whatsoever.

2.4. The Customer confirms that they have visited and inspected the Storage Space and confirms that the Storage Space is in good condition and in all aspects conforms with the intended use which the Customer expects to make of it, in particular as regards to safety and security. BSL gives no warranty that either the Premises or Storage Space are physically fit for the purposes intended.

3. Regulations and access

3.1. BSL reserves the right from time to time to make regulations ("the Regulations") concerning the hours of access, general management and security of the Premises, and the Customer agrees to observe and abide by such Regulations. The Customer's right of access to the Storage Space shall be restricted to the access times determined by the Regulations. Only persons authorised by the Customer shall have access to the Storage Space and the Customer indemnifies BSL against any claims or costs arising as a result of the Customer permitting access to the Storage Space to any other party. BSL may refuse the Customer or their agents access at any time if BSL consider in their sole discretion that the safety of any person on the Premises, or the security of the Storage Space or its contents, or other storage spaces or their contents will be put at risk.

3.2. The Customer will permit BSL and its agents and contractors to enter the Storage Space and, without prejudice to the generality of the foregoing, if necessary BSL may break the lock to gain entry if they give the Customer not less than seven days' notice so that BSL may inspect the Storage Space or carry out repairs, maintenance and alterations to it or any other Storage Space or part of the Premises, or at any time without notifying the Customer:

- (a) if BSL reasonably believe that the Storage Space contains any items described in clause 5 (h) or is being used in breach of clause 5 (e), (f), (g), (i), (j), (l), (m), (n) or (p) or such entry is effected incidental to the exercise of BSL's powers pursuant to clause 4.4;
- (b) if BSL is lawfully required to do so by the Police, Fire Services, Local Authority, H M Customs and Excise or by a Court Order;
- (c) for any purpose if BSL reasonably believes it is necessary in an emergency;
- (d) to obtain access in accordance with clause 7;
- (e) to prevent injury or damage to persons or property; or
- (f) for the purpose of ascertaining whether the Storage Space contains any items described in clause 5 (h) or if BSL reasonably considers that such entry is necessary to ascertain whether action needs to be taken to prevent injury or damage to persons or property.

4. Payment of the Storage Charge

4.1. The Customer shall pay the Storage Charge and insurance together with any VAT payable (where applicable) thereon to BSL in advance on the Due Date, the first payment to be made on the Commencement Date of this Contract, the initial payment being by cheque, credit card or debit card.

4.2. If any Storage Charge or other sums due under this Contract are not paid on the Due Date BSL has the right to deny the Customer access to the Storage Space, until such time that the total outstanding balance is settled by cleared funds (i.e. cash, credit/debit card).

4.3. If any Storage Charge or other sums due under this Contract are not paid within 15 days of the Due Date, whether formally demanded or not, BSL shall be entitled to make a late payment charge on these outstanding sums of 10% of the amounts due, for each month or part thereof for which the sums remain unpaid. If a payment tendered by the Customer is dishonoured, BSL shall make a further charge of £25 on each occasion that a payment is returned, be it by cheque, credit/debit card or direct debit.

4.4. If any Storage Charge or other sums due under this Contract are not paid within 21 days of the Due Date BSL has the right to:

- (a) break the existing lock on the Storage Space and install a new one;
- (b) remove the Goods from the Storage Space to such alternative storage facilities as BSL may decide without incurring any liability for loss or damage arising by virtue of such removal;
- (c) charge the Customer the full costs of removal of the Goods from the Storage Space and storage costs elsewhere together with any repeated cost thereof should BSL require that the Goods be moved at

any time thereafter;

(d) terminate this Contract and treat the Goods as abandoned and thereafter to sell, destroy or otherwise dispose of such Goods. The proceeds of any sale may be retained by BSL and applied to discharge any expenses incurred by BSL in exercising BSL's rights under this clause and any further sums owing to BSL under this Contract. The balance of the proceeds will then be refunded to the Customer. Nothing in this clause shall prejudice BSL's entitlement to payment of Storage Charges or any other sums due to BSL hereunder whether or not BSL has chosen to exercise any or all of its rights as set out above.

4.5. The Customer shall, upon signing this Contract, pay to BSL a deposit for the amount shown in the Storage Contract. BSL will return the Deposit to the Customer within 20 days of termination of the Contract after deduction of any unpaid obligations of the Customer under this Contract. The Customer shall not be entitled to interest upon the Deposit nor to apply it to any payment due hereunder. In all circumstances BSL will return the Deposit to the Customer by company cheque unless specifically requested otherwise by the Customer upon signing the Contract and a mentioning made thereof on the Contract signed by both Parties concerned. BSL may use a debt collection agency to collect any outstanding payments.

4.6. The agreed Storage Charge will be fixed for the first six months of the Storage Contract. Thereafter, BSL may upon 30 days prior written notice increase the Storage Charge and any insurance charges by such amount as BSL in its absolute discretion shall decide, such an increase to take effect at the next Due Date immediately following the expiration of such notice.

5. The Customer's obligations

The Customer will:

- (a) pay the Storage Charge and the insurance for the amount and in the manner prescribed by this Contract;
- (b) use the Storage Space solely and exclusively for the purpose of storing the Goods, within the specified loading guidelines;
- (c) keep the Storage Space and the Premises clean and tidy and clear of the Customer's rubbish and, at the discretion of BSL, reimburse BSL for any costs that BSL may incur in removing such rubbish;
- (d) ensure that the Storage Space is secured at all times when not in use, by means of a cylinder lock or padlock as sold to the Customer by BSL upon taking out the Storage;
- (e) not carry on, permit or suffer to be carried on in any part of the Storage Space or premises any trade, profession or business or use the Storage Space as living accommodation;
- (f) not carry on, suffer to be carried on or permit the Storage Space or Premises to be used for any illegal or immoral purposes;
- (g) not display any signs or notices on or in the Storage Space without prior written consent of BSL;
- (h) not store any:
 - food, refuse or perishable goods unless securely packed so that they are protected from and do not attract vermin;
 - birds, fish, animals or any other living creatures;
 - combustible or flammable materials or liquids such as gas, paint, petrol, oil or cleaning solvents;
 - firearms, explosives, weapons or ammunition;
 - chemicals, radioactive materials, biological agents;
 - toxic waste, asbestos or other materials of a potentially dangerous nature;
 - any item which emits any fumes, smell or odour;
 - any illegal substances, illegal items or goods illegally obtained;
 - compressed gases.
- (i) not connect or suffer to be connected on the Premises any electrical appliance or other utilities or services without obtaining prior written consent from BSL;
- (j) not do or suffer to be done anything on the Premises or in the Storage Space, or to adjoining or neighbouring property, which may cause any nuisance, damage, disturbance, annoyance, inconvenience or interference to the Premises or the Storage Space, or to any person on the Premises, adjoining or neighbouring property or to the owners, occupiers or users of any adjoining or neighbouring property;
- (k) reinstate, restore or make such adequate compensation as BSL shall prescribe in respect of any damage caused by the Customer directly or indirectly as a result of a breach of clause 5.1 (j) hereof;
- (l) not do anything that will or might constitute a breach of any statutory requirement affecting the

Premises or Storage Space or that will or might wholly or partly vitiate any policy of insurance effected in respect of the Premises, the Storage Space or any other storage spaces from time to time;

(m) not do or permit or suffer any person exercising or purporting to exercise the rights given in clause 2 to do anything in relation to the Premises or Storage Space which would or might cause BSL to be in breach of any covenants or other obligations owed by BSL under any lease or licence;

(n) use reasonable care when on the Premises or in the Storage Space and comply with all fire, safety and security precautions or instructions posted about the Premises or as directed by BSL;

(o) be available to receive any deliveries of goods to the Storage Space which it shall store in its Storage Space in such manner so as not to inconvenience the other customers of BSL. The Customer agrees that BSL is entitled to refuse to accept any delivery in the absence of the Customer;

(p) not store any goods which generally could endanger or put at risk the safety of any person on the Premises or the security of the Storage Space or its contents or other Storage Spaces or their contents.

(q) make sure their property is fully insured for the total value whilst stored at the BSL premises. BSL will require proof of insurance and The Customer agrees that BSL will accept no responsibility or liability for any items stored at the BSL facility.

6. BSL's obligations

BSL will make available to the Customer the Storage Space subject to any unforeseen breakdown or force majeure, and will ensure access is available to the Premises in accordance with clause 3.

7. Termination

7.1. If there are no payments outstanding from the Customer to BSL and the Customer is not in any way in breach of the terms of this Contract, the Customer may terminate this Contract at any time by giving BSL not less than 14 days written notification of intention to terminate the Contract, such termination to take effect on the date specified in such notice. If the Customer has not removed the Goods by the date specified, the notice shall be null and void. After having given BSL notification of intention to terminate the Contract, invoices will continue to be produced until such time as the Storage Space has been completely vacated and the account has been closed and fully settled.

7.2. BSL may terminate this Contract at any time by giving 14 days written notification to the Customer, such termination to take effect on the date specified in such notice.

7.3. If at any time the Customer is in breach of this Contract or the Regulations, BSL may immediately terminate this Contract, notwithstanding any notice period, such termination to take effect forthwith.

7.4. On or before the date specified for termination of the Contract above, the Customer shall remove all their Goods from the Storage Space and shall leave the Storage Space clean, tidy and unlocked and in the same condition as at the Commencement Date and, if in default thereof, shall reimburse BSL the amount expended by BSL in making good any damage caused by the Customer.

7.5. If the Customer has not removed all the Goods from the Storage Space and the Premises within seven days of the date specified above, BSL reserves the right to treat the Goods as abandoned and thereafter to sell, destroy or otherwise dispose of such property and apply any proceeds of sale in the manner specified in clause 4.4.

7.6. BSL reserves the right to make further charges to the Customer thereafter in the event that the disposal proceeds of the property do not cover the amounts due hereunder.

8. Exclusion of liability

8.1. Except in respect of death or personal injury caused by BSL's negligence, BSL and its servants or agents shall not be liable to the Customer by reason of any representation (unless fraudulent) or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any loss of profit or any indirect special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of BSL, its servants or agents or otherwise) which arise under or in connection with this Contract.

8.2. The entire liability of BSL under or in connection with this Contract shall not in any event exceed

the value of Goods stated in the Storage Agreement (subject to any written amendment thereto).

8.3 Without prejudice to the generality of clauses 8.1 and 8.2, BSL shall not be liable for any damage to the Goods, howsoever caused.

8.4 The Customer shall indemnify and hold BSL harmless against all claims, demands, liabilities, damages, costs and expenses incurred by or arising out of the Goods or the use of the Premises by the Customer, its servants, agents, contractors or invitees.

9. General

9.1. There are no representations, warranties or Contracts by or between the Parties, which are not fully set forth herein, and no representative, servant or agent of BSL has been authorised to make any representations, warranties or Contracts other than as expressly set forth herein.

9.2. Nothing in this Contract or in the relationship of BSL and the Customer shall be taken as creating a tenancy or the relationship of landlord and tenant, neither shall BSL for any purpose whatsoever be treated as a warehouse keeper.

9.3. Any notice served under this Contract must be addressed in writing and delivered to the other Party at the address indicated in the Storage Contract and any notice not so served shall be ineffective and void. Any change of address or telephone number must be notified in writing.

9.4. All written notices between the Parties shall be deemed served two days after posting by recorded post or upon receipt at their respective addresses as shown in this Contract or as notified in writing between the Parties from time to time.

9.5. Where two or more persons constitute the Customer all obligations shall be joint and several.

9.6. The failure by BSL to enforce at any time or for any period any one or more of the conditions of this Contract shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of the Contract.

9.7. If any provisions of this Contract is held by any competent authority to be invalid or unenforceable in the whole part, the validity of the other provisions of this Contract and the remainder of the provision in question shall not be affected.

9.8. The Customer is forbidden to sublet or part with or share possession of the whole or any part of the Storage Space without the written agreement of BSL. The benefit of this Contract is personal to the Customer and shall not be capable of assignment to any third party. The rights contained within clause 2 may only be exercised by the Customer.

9.9. This Contract shall be governed by and construed in accordance with English law and the parties hereby agree that the English Courts are to have exclusive jurisdiction to settle any disputes that may arise out of or in connection with this Contract.

9.10. The parties agree it is not the intent of this Contract to confer any rights on any third parties by virtue of this Contract and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Contract.

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