

# FEWSTERS Services Ltd t/a U STORE

## Storage

## SELF STORAGE

## TERMS AND CONDITIONS

### 1 DEFINITIONS

- A) Self-storage means the hire of a container on a site owned or operated by Fewsters services ltd for use by the Hiree for the purpose of storage of goods or chattels
- B) The Hirer (is Fewsters services Limited)
- C) The Hiree is the person/persons (to Include successors or personal representatives). Company or Firm specified In the Agreement.
- D) The Equipment is the self-storage unit including lock and fittings, hired from Fewsters services Ltd The Key and also any other equipment loaned or hired to the Hiree by Fewsters services Ltd whether specified In the agreement or not

### 2 CONSENTS, licenses OR PERMISSION

The Hiree must comply with all Acts of Parliament. Council Orders. statutory Instruments. restrictions. Stipulations and conditions affecting the use of the Equipment

### 3 PERIOD OF HIRE

The period of Hirer commences on the day specified In the Agreement for the commencement of the hire of the store and terminates on the day the keys are returned to possession of the Hirer or the date that the store IS completely emptied of the goods or chattels of the hiree Including Items regarded as waste. Whichever IS the later? Both first day and last day are included in the period of Hire. No credit is allowed on the hire of the Equipment for any Holiday periods. **Which may occur during the Hire Term?**

### 4 RIGHT OF HIRER TO INSPEC 4

The Hirer reserves the right, by necessity, For Itself, Its agents or servants to have reasonable access to the Equipment to inspect, test, Adjust, repair or replace said equipment

### 5 DELIVERY

The Hirer undertakes to make available a self-storage store on the dates stated in the agreement. Although failure to do so may be a fair basis for cancellation of order it will not be a fair basis Of a claim against the Hirer for costs arising from the container not being available. In such Circumstances the Hirer Will makes every effort to supply a suitable alternative container within a reasonable time to meet the needs of the Hirer

### 6 ACCESS

The Hirer must ensure that there is suitable and unrestricted access to the Equipment subject to site opening hours. Failure to do so may be a fair basis for cancellation of order. It will not be a fair basis of a claim against the Hirer for costs arising from the container not being accessible. (This Term does not prejudice the provisions of the Term of these Terms and Conditions headed 'Suspension')

### 7 OPENING OF, AND ENTRY INTO CONTAINERS

The Hirer may open and enter into a store at any time. Subject to any opening hours applicable at the site

### 8 loading AND UNLOADING

The Hirer is responsible for the loading and unloading of the store hired

### 9 ACTIVITY

The Hiree shall not carry out any activity on the premises owned or operated by Fewsters ltd other than for those activities associated with the usual definition of storage

### 10 USE

The Equipment offered by the Hirer solely for use for the purposes of self storage and should not be used for any other purpose

The Hiree should not store within the container any goods or items which may be hazardous to other users of the self-storage facilities or which may through negligence or mishap cause damage to adjacent containers

The Hiree should not use the self-storage unit for the storage of livestock of any kind

The Hiree shall be liable in the event of a mishap resulting from actions of the Hiree or Involving the contents of the Hirees self-storage unit which results in damage to the property of other users of the self-storage facilities or to the property of anyone else or in Injury to persons using or in the vicinity of the self-storage facilities

The Hirer undertakes to provide a lockable self-storage facility which is in good and working order. The hirer accepts no responsibility for the security of the self-storage unit or Its contents nor does any landlord from whom the hirer has rented land to carry out the business of self-storage whether the property has security protection or not

The hiree is responsible for returning the self-storage unit to the hirer in good order at the end of the hire period and if not shall be responsible for all charges to bring the self-storage unit to good order including cleaning. Removal of rubbish and making good any damage caused including by break-in or attempted break-in.

The hiree is responsible for removal of all rubbish resulting from activities on Site and must maintain the area around the self-storage unit in good order. Failure to do so may result in a charge for cleaning or removal of rubbish

The Hiree should comply with operational conditions of the site including health and safety and environmental requirements and should restrict himself to activities directly associated with the storage. Loading and unloading of goods or chattels to and from the Equipment.

### 11 MAIN SERVICES

Main services are not connected to the Equipment and the Hiree shall not attempt to arrange temporary or permanent connection of Main Services to the Equipment under any Circumstances

### 12 MAINTENANCE, CARE AND ALTERATIONS

The Hirer agrees to make available a self storage container in good and sound condition for the duration of the period of the hire. If it is the opinion of the Hiree that the container is not suitable then provided that this IS brought to the attention of the Hirer within 2 working days of commencement of the hire then the Hirer Will endeavour, Where reasonably practicable to provide an alternative suitable container. If this is not practical then this may be a fair basis for cancellation of order However It will not be a fair basis of a claim against the Hirer for costs arising from a suitable container not being available

The Hiree shall be responsible for maintaining the Equipment to the standard as at the commencement of hire (or following repair or improvement). For using the Equipment in a reasonable manner and returning said Equipment on completion of hire in a good condition (fair wear and tear excepted) The Hiree IS responsible for all loss or damage to the Equipment caused by actions or negligence of the Hiree . If the contract is terminated, The Hiree continues to be responsible for all loss or damage to the equipment until the keys to said Equipment are returned into the possession of the Hirer or the date that the self storage container IS completely emptied of the goods or chattels of the hiree . Whichever IS the later? Any loss or damage will be charged to the Hirer. The Equipment must not be altered or modified by the Hiree in any way

### 13 REPAIRS

The Hiree shall not attempt to repair the Equipment and shall inform the Hirer immediately of any LOSS or Damage or repairs needed to say Equipment. The Hirer undertakes to deal with repairs as soon as reasonably practicable or, At the discretion of the Hirer and subject to availability. To offer an alternative container. The Hirer may also suspend further use by the Hiree of the container

In need of repair until such repair may be carried out the need for repair may be a fair basis for cancellation of order however it will not be a fair basis of a claim against the Hirer for costs Arising from the container. Or an alternative. Not being available

### 14 loss OR DAMAGE

The Hirer accepts no responsibility for any loss or damage to the Equipment 'or its contents due to, Or arising from, any cause other than due directly to a defect of the equipment This Includes damage or LOSS due to extreme weather or other external conditions

### 15 SUBLET

The hiree shall keep the Equipment in the sole possession of the Hiree and refrain from selling, Assigning, Mortgaging or letting said Equipment (or any part thereof) except in the case of an Agent who may sub-let the Equipment after first obtaining permission of the Hirer to any subletting and the terms thereof.

### 16 OFF-HIRE

At the termination of the hire the hiree shall return the equipment into the possession of the Hirer empty and in good condition (except for fair wear and tear) The hiree shall remove all goods or chattels stored before the Equipment IS returned to the Hirer. The hiree shall be responsible for any costs incurred by the Hirer in restoring the Equipment to good condition and for removing and disposing of any goods or chattels left behind by the hiree The equipment shall not be regarded as off-hire until the keys have been returned by the hiree to the hirer and the equipment is empty and in the same condition (Subject to fair wear and tear) as when **hire commenced**

### 17 IDENTIFICATION MARKS

The Hirer reserves its right to retain its mark or plate on the Equipment identifying it as the property of the Hirer and the Hiree shall not deface. Remove or cover up same.

### 18 Availability

Quotations are offered subject to availability of the Equipment at the time of hiring and the hirer reserves the right to offer an alternative item of Equipment should the original quoted is unavailable

### 19 RENTAL AND PAYMENT TERMS

An initial payment for 4 Weeks hire is required. When vacating a store payment is due on the day that the store is advised off-hire. Stores shall normally be hired out for a minimum rental period of one week unless otherwise agreed . Part weeks are calculated as whole weeks. Bank holidays and public holidays are included for the purpose of calculating parts of a week will be charged pro-rata. The Hirer reserves the right to request a deposit against the hire of a store and associated equipment. Following off-hire the Hirer Will credit whole unused periods due. Subject to conditions (normally a period is a week) as a multiple of the minimum hire period for which the Hiree has already been Invoiced. The Hirer will refund any deposits. Which have been paid? To the Hiree at the address for correspondence given by the Hiree when ending into the contract. Unless otherwise advised or agreed. Within 14 days of termination of the hire . The Hirer reserves the right to amend hire rates at any time on new or existing contracts after the minimum period has expired The Hiree will be given advice in writing by normal postal services to the address given by the Hiree for correspondence

### 20 TERMINATIONS

- 20.1 The contract can be terminated by the Hiree at any time and charges shall be payable in accordance with the relevant minimum hire period (normally one week)
- 20.2 The Hirer may terminate the contract forthwith should:
- A) The Hiree fails to comply with any of the conditions herein. Including non-payment of rent within twenty-one days;
- B) The Hiree is committed for any act of bankruptcy or levy against the Hiree of any **distress or execution**;
- C) The Hiree enters into competition with creditors or In the case of a limited Company, Goes into liquidation;
- D) The Hiree puts into jeopardy or prejudices in any way the Hirer's interest in the Equipment through any act or omission on his part.
- 20.3 If for any reason the rent remains unpaid for a period of twenty-one days or the contract is terminated for any other reason specified in this clause. Or for any other default on the part of the Hiree . The Hirer shall be entitled through proper legal process to recover all monies due to it under the terms of this contract. (See also the Term In these Terms and Conditions headed 'Suspension')
- 20.4 If this contract specifies a fixed period of hire and notice of termination is not served by the Hiree on the Hirer. This contract will be deemed to continue automatically unless terminated by the Hirer in accordance with these terms and conditions.
- 20.5 If no fixed period is specified. The Hirer may terminate any contract for the hire of a self-storage Unit and equipment on one month's written notice, but without prejudice to the Hirer(s) rights set out in sub clause 20.2 of this clause

### 21 SUSPENSION & REMOVAL

If the Hirer has cause to take action With reference to the third paragraph of section 20 of the this contract herein headed "Terminations" the Hirer reserves the right Within Law to restrict access to the equipment on hire. While action is progressed to recover monies owing, while goods or chattels are held in a store by the hiree the agreed charge for hire Will continue to apply until monies owing are paid or the store is emptied by the hirer. Following a reasonable period of time and not to be less than 21 days from the hiree being overdue payment , but that time being solely determined by the hirer, and during which time the hirer has attempted to obtain contact with and or settlement from the hiree either electronically , by phone, in person, or by mail or email to the address telephone numbers email address or correspondence address given in the contract , or at the last address advised to the hirer by the hiree . The hirer, by necessity may have no alternative other than to remove Items form the store, to allow the store to be re-hired commercially. If goods or chattels are removed from they may be sold, to recover any monies owing from the hiree or disposed of as the hirer sees fit, this is solely at hirer's discretion if contact with the hiree has not been possible and or payment is not received

### 22 INSURANCE AND INDEMNITY

Unless otherwise expressly agreed the hiree is responsible for arranging insurance of all contents of the Equipment and the Hirer Will not be liable for LOSS or damages suffered for reasons beyond the control of the Hirer Including the adverse effects of temperature including condensation

Where the Hirer suffers loss as a result of damage to or loss of the Equipment (or part thereof) as a result of acts or negligence of the hiree then the hiree shall be liable as follows:

- A) if the Equipment is damaged and it can be economically repaired. In making good damage
- B) in any other case, in compensating the Hirer for all losses suffered as a result of the loss or damage.

The Hirer accepts no responsibility for loss or damage suffered by the Hiree to persons. Vehicles. Goods or chattels whilst on the premises of the Hirer other than where it can be proved it has occurred as a direct result of negligence on the part of the Hirer or Its agents

### 23 EXTENT OF CONTRACT

No warranties or conditions other than specifically set forth shall be implied or deemed incorporated in or form part of the Contract. The Hiree admits that no representations to him on behalf of the Hirer which may have Induced him to enter into the contract.

### 24 ERRORS AND OMISSIONS

Whilst every endeavour has been made to include all contingencies, the Hirer cannot be held responsible for any errors and omissions arising from Circumstances beyond its control