

Ammanford Self Storage

Shands Road, Tir-y-Dail, Ammanford, SA18 3QU Company No: 7365733 VAT No: 104674429

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1. Interpretation

The meaning of some words used in these terms and conditions: 'we', 'us' or 'our' is a reference to Ammanford Self Storage Ltd.; 'you' or 'your' is a reference to the person to whom we are providing our services and who is required to pay for the services we provide; 'Parties' is a reference to both us and you; 'Services' means the provision of storage space provided by Ammanford Self Storage. The services we will be providing to you will be stated in the order form and as we agree from time to time; 'Premises' means the place where we will provide the Services. "Term" means the period from the start date to the end date being the minimum period for the provision of the Services as set out in the Order Form and continuing thereafter in full force and effect unless terminated in accordance with the provisions of these Conditions. 'Commencement Date' means the date on which we start providing the services. 'Due Date' means the date on which payment is due. 'Deposit' means the amount specified on the front page of this document or Contract. 'Access Hours' are with the exception of public holidays and Christmas holidays as advised.

2. We shall be allowed to alter and vary these terms from time to time on reasonable written notice without any liability to you.

3. Services

3.1 We agree to provide the Services for the Term upon the terms and subject to the conditions of the Contract.

3.2 You shall afford to us all reasonable cooperation in all matters relating to the performance of our obligations under the Contract.

3.3 You must advise us promptly if you have a change of address or telephone number.

3.4 Throughout the Term of the Contract we do not warrant, guarantee or undertake on behalf of any third-party supplier or service provider that access to any facilities or any products or services will be uninterrupted or of any particular level of availability or quality.

4. Fees and Payment

4.1 Subject to any special terms agreed in writing, you shall pay the Charges and any expenses together with such additional sums which are agreed between us and you for the provision of the Services and any Additional Services.

4.2 All Charges and sums quoted payable under the Contract are inclusive of VAT, for which you shall be liable at the applicable rate.

4.5 The Charges and any additional sums payable shall be paid in full by you into such account as we shall reasonably instruct (together with any applicable VAT and without any set off or other deduction whether for withholding tax or otherwise) immediately upon receipt of our invoice and in any event quarterly in advance.

4.6 If payment is not made on the due date, we shall be entitled, without limiting any other of our rights, to charge interest on the outstanding amount (both before and after any judgment) at the rate of 8% from the due date until the outstanding amount is paid in full.

4.7 You shall reimburse us for all out of pocket expenses incurred by us in connection with the Services we provide.

4.8 We will not be obliged to provide Services unless all fees and disbursements due to us in relation to the provision of the Services are received in advance.

4.9 All charges may be subject to an annual increase to fall in line with inflation.

5. Lien

5.1 Without prejudice to all or any rights we may have at common law in the event of non-payment we have a general and particular lien over the items in storage for all claims and money owed by you to us under the contract.

5.2 If any Fees are outstanding one month after the due date then we may at our absolute discretion:-(i) give you written notice that we will remove some or all of the goods in the Unit if you have not paid all outstanding amounts due in full within 72 hours of the posting of that notice by us to you at your address set out in the Schedule; (ii) on expiry of the notice in sub Condition 5.2(i), remove all the goods in the Unit to any alternative storage facilities that we may decide without incurring any liability for loss or damage to the goods arising from their removal and alternative storage;(iii) charge you the full costs for removing the goods and alternative storage costs together with any repeated costs if we require to move the goods at any time afterwards;(iv) sell the goods on your behalf and pass good title to them and first use the proceeds of sale to discharge any outstanding fees and other charges due to us or costs incurred in connection with such sale. If the proceeds of sale are insufficient to discharge your outstanding liability to us then you will remain liable for the balance and we may take any action we consider necessary to recover the outstanding amounts. You shall be entitled to claim the balance (if any) remaining thereafter; (v) treat any goods not sold as deemed abandoned and destroy or otherwise dispose of them.

5.3 For the avoidance of doubt, we shall have a lien on the goods and the right to sell at public auction or otherwise at our discretion for all storage charges and expenses due under the contract and also in respect of any previously unsatisfied amounts of the same nature for the costs and expenses of exercising such lien and such sale.

6. Inspection

6.1 You must inspect the Unit before storing any goods and inform us if you believe it is damaged or unsuitable for your requirements in any way. If you do not do so the Unit will be deemed to be suitable for you and in good condition at the Commencement Date.

7. Access to the Unit

7.1 You may have access to the Unit at any time during the Access Hours. Only Authorised access to the Unit will be permitted outside these hours. We may change the Access Hours at any time without giving prior notice.

7.2 Only you and persons authorised in writing or accompanied by you will be permitted to have access to the Unit. Any such person is your agent for whose actions you are responsible and liable to us and to other users of units on the Site. You may withdraw any authorisation at any time but the withdrawal will not be effective until we receive it in writing. We do not accept liability for unauthorised access by third parties in possession of the customer's key and or code and or with knowledge of the location of the Unit. We may ask for proof of identity from you or any other person at any time (although we are not obliged by this Agreement 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 on the Site, or the security of the Unit or its contents, or other units or their contents will be put at risk. In the case of shared units or areas you accept that we have no liability in the management or control of the unit or area other than to hold the key for the unit or area if required to do so.

7.3 We will provide a secure padlock for the Unit and You must ensure that the Unit is locked so as to be secure from unauthorised entry at all times when You are not in the Unit. We will not be responsible for locking any unlocked Unit. You should not leave your key with or permit access to your Unit 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 Unit and any such person acts as your agent only.

7.4 We reserve the right to access the Unit at all times and for all purposes and to remove all or any of the goods stored in the unit but, without prejudice to the generality thereof to inspect the Unit, to ensure compliance and observance by the Customer with the terms hereof and for carrying out repairs maintenance and alterations to the unit and Complex having given the customer 7 days' notice. We shall not be liable for any damage caused to the goods stored in the unit as a result of such entry and removals except to the extent that this is due to our negligence.

7.5 We may enter the Unit at any time without notifying you:-(i) if we believe that the Unit contains Prohibited Items or is being used in breach of these terms and conditions;(ii) if we are required to do so by the Police, Fire Services, Local Authority or by a Court Order;(iii) if we believe it is necessary in an emergency; (iv) to obtain access in accordance with conditions 5.2 and 7.4 (v) to prevent injury or damage to persons or property (vi) if we are of the opinion that any of the above apply for the purposes of ascertaining this

8. Use of the Unit and the Site

8.1 You warrant to and covenant with us that you are the owner of and or entitled in law to the possession of the goods stored in the unit at any time or that ownership is vested in you for the purposes of entering into this agreement. You will meet any claim or costs against us if these declarations are not true.

8.2 You may only use the Unit for storage and not for any other purpose. You must not store (and you must not allow for any other person to store) any of the following in the Unit:-
(i) food or perishable goods unless securely packed so that they are protected from vermin;(ii) birds, fish, animals or other living creatures;(iii) combustible or flammable materials or liquids such as paint, petrol, oil or cleaning solvents; (iv) explosives, weapons or ammunition;(v) chemicals, radioactive materials, biological agents;(vi) toxic waste, asbestos or other materials of a dangerous nature; (vii) any item which emits any fumes, smell or odour; (viii) any illegal substances or goods illegally obtained (viii) compressed gases. We may refuse to permit storage of any goods regardless of reason.

8.3 You must not (and you must not allow any other person to):-(i) use the Unit or do anything on the Site or in the Unit which may be a nuisance to us or to the users of any other Unit (ii) do anything on the Site or in the Unit which may invalidate any of our insurance policies (or those of other unit users) or in-crease the premiums;(iii) use the unit as offices or living accommodation or as a home or business ad-dress;(iv) spray paint or do any mechanical work of any kind in the Unit;(v) attach anything to the walls, ceiling, floor or doors of the Unit or make any alteration to the Unit;(vi) allow any liquid, substance, smell or odour to escape from the Unit or any noise to be audible or vibration to be felt outside the Unit (vii) cause any damage to the Unit or any other Unit or the Site or its facilities or to the property or possessions of us or any of our other customers. If you cause damage you must (at our option) repair, re-store or replace such damaged item or reimburse our costs in making necessary repairs, restoration or replacement;(viii) cause any obstruction or undue hindrance in any passageway, stairway, service area or other part of the Site and you must at all-times exercise courtesy to others in using these areas.

8.4 You must: - (i) inform us immediately of any damage to the Unit; (ii) comply with all fire safety and security precautions or instructions posted about our premises or as directed by any of our employees or agents at the Site and any further regulations for use of the Unit which we may issue from time to time; (iii) Make yourself available to receive any deliveries of goods to the unit, which you shall store in such a manner so as not to inconvenience any other unit users; (iv) indemnify us against any loss or damage arising from wilful breach of any clause in this schedule.

9. Alternative Unit

9.1 If your goods are moved to an alternative Unit, this Agreement will be varied by the substitution of the alternative Unit number but this Agreement will otherwise continue in full force and effect and the Storage Fee will continue to apply to the alternative Unit.

10. Termination

10.1 Either you or we may terminate this Agreement by giving no less than 7 day's notice ending on any due date and termination will take effect from that due date. If you have not vacated by the time the due date has passed then the notice will elapse and a fresh notice period and a new departure date must be given to comply with this clause. Fees paid in advance will be refunded to the nearest unused seven day period but we may make deductions from them as if they were a Deposit under Condition 16.

10.2 You may not terminate this agreement if any Storage Fees or other charges are outstanding or if you are otherwise in breach of the Agreement.

10.3 We may terminate this Agreement immediately by giving you written notice if you are in breach of any term of this Agreement.

11. On Termination

11.1 On termination of this Agreement you must remove all goods from the Unit and leave the Unit clean and tidy and in the same condition as the Commencement Date. We may charge you if at our sole discretion we decide that it is necessary to clean the Unit or dispose of any goods or rubbish left in the Unit or on the Site. You agree to examine the Goods carefully upon removing them from the Unit and must tell us about any loss or damage to the Goods as soon as is reasonably possible after doing so, and in any event within 48 hours.

11.2 We may treat any goods remaining in the unit after termination as abandoned and may dispose of them in accordance with Condition 5.2 (iv) and (v).

12. Insurance

12.1. Storage of goods in the unit is at your sole risk. We do not insure your goods whilst in the Unit. You must provide satisfactory evidence if your goods are fully insured and must insure them to their full current value.

13. Exclusion of Liability

13.1 We exclude all liability in respect of loss or damage relating to Your business, if any, including consequential loss, lost profits or business interruption, and all liability in respect of loss or damage to the Goods caused by Normal Perils, including as a result of negligence by us, our agents and/or employees above the sum of £100 which we consider to be the normal excess on a standard household insurance policy whether or not that policy would cover the Goods. Normal Perils in this Condition mean loss of or damage to Goods caused by fire, lightning, explosion, earthquake, aircraft, storm, flood, bursting &/or leaking pipes, theft accompanied by forcible and violent entry or exit, riot, strike, civil commotion, malicious damage, and impact by vehicles. We shall not be liable for any loss (including consequential or economic loss) or damage which may be suffered by you as a direct result of the performance of the agreement by the company being prevented, hindered or delayed by reason of any act of God, force majeure, riot, strike or lock-out, trade dispute or labour disturbance, accident, break-down of plant or machinery, fire, flood, difficulty in obtaining workman, materials or transport, electrical power failures, threat of or actual terrorism or environmental or health emergency or hazard, or entry into any unit including the Unit or the Site by, or arrest or seizure or confiscation of Goods by competent authorities or other circumstances whatsoever outside our control affecting the provision by us or the availability of the unit. Nor shall we be liable for any loss including consequential or economic loss or damage to the goods stored in the Unit, whether or not the damage is due to any act or omission, negligence or wilful default by us or by any of our servants or agents or other customers; nor shall we be liable for any consequential or economic loss incurred by you as a result of any loss or damage to the goods or deliveries received or accepted by us on your behalf or in your absence in which case you must make appropriate provision with your insurers to indemnify us against any claim arising. Any other representations, conditions, warranties and other terms, whether written or oral, express or implied, statutory or other-wise which are or may be inconsistent with this condition are expressly excluded

13.2 The exclusion of liability does not apply where the damage suffered by you is as a direct result of our negligence or wilful default or that of our servants or agents and which causes physical injury to or the death of any person.

14. Indemnity

14.1 You will indemnify us and keep us indemnified against any demand or claim made or any action or other proceeding brought against us arising out of or in connection with any dispute as to the owner-ship of the goods stored in the unit or as to the person entitled in law to possession thereof or the dangerous nature of any dangerous characteristic thereof or the infective or contagious nature thereof and against all and any costs charges, expenses damages or loss incurred or suffered or becoming payable by us in or in connection with or as a result of any such demand claim or action or other proceedings as aforesaid.

14.2 You shall also fully and effectively indemnify and keep indemnified us from and against all claims action demands costs and charges of whatsoever nature incurred by us or any of our servants agents or other customers arising out of or resulting from the use of the unit by the customer.

15. Notices

15.1 Any notice given under this Agreement must be in writing and may be served by personal delivery, or by pre-paid post. Any notice to you may be sent to the address which you notify to us in writing. Any notice to us must be sent to our address indicated on the front page of this document or the Contract. Notices will be deemed to be effectively served immediately if delivered personally or forty-eight hours after they have been placed in the post.

16. Deposit

16.1 You must on the signing of this schedule pay a deposit to us of £50.00, this sum shall be retained by us until the termination of this schedule and thereafter returned to you by debit card transfer (without interest) within 28 days after this Agreement terminates less any amount we may deduct to cover:-(i) repairing any damage to the Unit, the Site or any other Unit caused by you, your agents or invitees or by goods stored in the Unit;(ii) any unpaid Licence Fees or removal or other charges; or (iii) any other obligation to us that you have not discharged in full.

17. General

17.1 Any delay by us in exercising any of our rights under this Agreement will not impair our rights or be a waiver of those rights, nor will any partial exercise or any right preclude further exercises of that right.

17.2 You may not assign any of your rights under this Agreement or part with possession of the Unit to any other person, firm or company.

17.3 All the terms of the contract between you and us are set out on the front page of this document or the Contract and these Conditions. All other terms conditions warranties, guarantee, undertakings or representations whether express or implied by statute (insofar as such statute permits) common-law or otherwise or arising from conduct or a previous course of dealing or trade custom or usage or agreed or offered orally or in correspondence or otherwise are hereby excluded from the Storage Agreement. No variation of the Storage Agreement is binding on us unless agreed to in writing and signed by us. None of our other employees or agents has any authority to vary this Agreement 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 Agreement.

17.4 Every provision in these terms and conditions 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.

17.5 This Agreement shall not create a tenancy, lease or any other relationship of landlord and tenant between you and us.

17.6 Where the customer is two or more persons your obligations under this agreement shall be joint and several.

18. Whilst on our premise’s customers may be recorded by CCTV and the information kept on record.

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

18.2 Reference to any statute or statutory provisions shall be deemed to include any statutory modifications or re-enactments thereof or any rules or regulations made thereunder or any enactment repealing and replacing the Act referred to.

18.3 Unless the context otherwise requires, words importing the singular shall include the plural and vice versa; words importing the masculine gender shall include the feminine gender and vice versa; and references to persons shall include bodies of persons whether corporate or incorporate.

18.4 Headings are inserted for convenience only and shall not affect the construction or interpretation of these Conditions.

18.5 The law of England and Wales shall apply to the Contract and these Conditions, and the parties submit to the jurisdiction of the courts of England and Wales.

18.6 Nothing in this Agreement shall limit our rights to take proceedings in any other court of competent jurisdiction or in more than one jurisdiction, whether concurrently or not

SIGNED by the parties as indicated on the front page of this document or the Contract

SIGNED by: On behalf of Ammanford Self-Storage PRINT NAME:

SIGNED by: Customer/Client PRINT NAME:

Date