

## **U HOLD THE KEY SELF STORAGE\***

### **Terms and Conditions.**

#### **1. DEFINITIONS**

- A) Self-storage means the hire of a container on a site owned or operated by U Hold The Key Self Storage for use by the Hiree for the purpose of storage of goods or chattels.
- B) The 'Hirer' is Parsons Containers Ltd. trading as U Hold The Key Self Storage.
- 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 U Hold The Key and also any other equipment loaned or hired to the hirer by U Hold The Key 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 Hire 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 hirer 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 INSPECT**

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 make every effort to supply a suitable alternative container within a reasonable time to meet the needs of the Hiree.

#### **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 anytime, 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 U Hold The Key Self Storage or use a store hired from U Hold The Key Self Storage other than for those activities associated with the usual definition of storage.

#### **10. USE**

The Equipment is 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 storage unit is an enclosed area within the definition of no smoking legislation and the hiree must ensure that no one smokes within the store while the store is on hire.

The Hiree shall be liable in the event of a mishap resulting from actions of the Hiree or involving the contents of the Hiree's 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.

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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.

If the Hiree intends at any stage to store waste of any nature within any container then the Hiree should first seek clarification from the Environment Agency and the Hirer before commencing such storage.

### **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 hirer, whichever is the later. Any loss or damage will be charged to the Hiree. 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, damage or repairs needed to said 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 repairs may be carried out. The need for repairs 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 sub-letting 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-hired 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 be unavailable.

### **19. RENTAL AND PAYMENT TERMS**

An initial payment for the time remaining in the current calendar month or, if this is less than 5 working days, for the current month and the following month, is due on the day the equipment is taken on hire. Subsequent payment must be received by Parsons Containers Ltd. 14 days from date of invoice. 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. Payment is calculated on the number of working days in a calendar month there being 5 days in each week. Bank holidays and public holidays are included for the purpose of calculating prices. 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 entering 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. TERMINATION**

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;

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- A) the Hiree fails to comply with any of the conditions herein, including non-payment of rent within twenty-one days;
- B) the Hiree be 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 21.2 of this clause.

### **21. SUSPENSION & REMOVAL**

If the Hirer has cause to take action with reference to the third paragraph of the Term herein headed 'Termination' the Hirer reserves the right within Law, to restrict access to the equipment on hire while legal action is progressed to recover monies owing. Following a reasonable period of time during which the hirer has attempted to obtain settlement for monies owing, the hirer, by necessity, may have no alternative other than to remove items from the store to allow the store to be rehired commercially. In such circumstances the hirer will communicate with the hiree in writing to the address for correspondence given in the contract using a premium postal service, which requires a proof of delivery. The goods or chattels removed from the store will, so far as possible be retained for a reasonable period before final disposal. 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.

### **22. INSURANCE AND INDEMNITY**

Unless otherwise expressly agreed the Hiree is responsible for arranging insurance of 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 affects 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 loss 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.