

U Hold The Key Self Storage

STANDARD SELF STORAGE LICENCE AGREEMENT - CONDITIONS

Your attention is drawn in particular to the following Conditions:

- **Condition 5.2.3 (Your liability to pay any Incidental Hire Fees).**
- **Condition 6.4 (Our rights to retain, secure, seize and deal with some or all of the Goods as security for payment of any Debts); and**

1. **Who we are**

1.1. We are **Parsons Containers Limited** trading as **U Hold The Key Self Storage**, a limited company registered in England and Wales under registration number 04112119. Our registered office is The Manor House, West End Sedgefield, Stockton-On-Tees, Cleveland, TS21 2BW ("**We**", "**Us**" or "**Our**").

1.2. Please direct all enquiries and notices to Us using the details set out below:

Postal address: The Manor House, West End Sedgefield, Stockton-On-Tees, Cleveland, TS21 2BW

Telephone: 0800 389 4319

Email: enquiries@uholdthekey.co.uk

2. **Definitions**

2.1. The following definitions apply in these Conditions:

"Access Hours" the hours We permit You to access the Container as set out on our Website and/or at the Facility as varied by Us from time to time in accordance with these Conditions.

"Agent" any persons who you authorise, or who accompanies you, to access the Container.

"Agreement" this Agreement, made up of:

1. the Container Hire Summary or the Email Booking Confirmation;
2. any documents attached to the Container Hire Summary or Email Booking Confirmation; and
3. these Conditions;

"Applicable Laws" all applicable laws, statutes, regulations and codes from time to time in force.

"Consumer" an individual acting for the purposes wholly or mainly outside their trade, business, craft or profession.

“Container”	a segregated area of Our Facility or standalone container made available for You to secure and store Goods.
"Commitment Period"	has the meaning given in Condition 5.5.
"Container Hire Summary"	the terms that form part of this Agreement where the Agreement has been formed in-person at the Facility.
"Container Hire Fees"	the hire charges based on either: <ul style="list-style-type: none">a) the fees specified in the Container Hire Summary (based on the fee to hire the Container for four (4) continuous weeks); orb) the fees specified in the Email Booking Confirmation (based on the fee to hire the Container for four (4) continuous weeks); orc) where Condition 5.5 (Fixed-Term Pre paid Hire) applies, the fixed fee for the hire of the Container for the entire period stipulated in the Container Hire Summary or Email Booking Confirmation.
"Debt"	has the meaning given in Condition 6.1.
"Due Date"	the date the Container Hire Fees become due for payment being either: <ul style="list-style-type: none">a) the re-occurring anniversary of the Start Date as set out on the Container Hire Summary or Email Booking Confirmation (if Direct debit applies); orb) the date stipulated on the monthly invoices that we issue to You.
"Email Booking Confirmation"	the notice of confirmation that We send to You by email if we accept Your Online Booking, the details of which shall form part of this Agreement.
"Equipment"	the Container and any additional equipment You hire from Us whether specified in the Agreement or not including but not limited to the Key, lock and fitments.
"Equipment Hire Fees"	has the meaning given in Condition 5.1.4.
“Facility”	means the building, warehouse, external storage containers or other land or premises operated by Us, the address of which is detailed on the Container Hire Summary.

"Facility Rules"	has the meaning given in Condition 12.3.
"Fees"	Container Hire Fees, Equipment Hire Fees and Incidental Container Hire Fees.
"Incidental Hire Fees"	has the meaning given in Condition 5.2.3.
"Key"	the key (and/or access fob) provided by Us to You at the Facility once you have either: <ul style="list-style-type: none">i. signed the Agreement at the Facility and paid the Fees and Other Charges (where applicable); orii. received an Email Booking Confirmation and attend the Facility to collect the keys on the date and time stipulated on the Email Booking Confirmation.
"Key Deposit"	has the meaning given in Condition 5.1.2
"Mains Services"	has the meaning given in Condition 7.3.
"Minimum Period"	has the meaning given in Condition 4.
"National Non-Domestic Rate Liability"	all liability to pay business rates charged under the Local Government Finance Act 1988 (as amended).
"Other Charges"	has the meaning given in Condition 5.1.3.
"Online Booking"	a booking by You for the hire of a container via Our Website.
"Goods"	any and/or all goods stored by You in a Container allocated to You by Us at the Facility.
"Pre-Paid Commitment Charge"	has the meaning given in Condition 5.5.1.
"Replacement Value"	the full replacement value of Goods, as new.
"Start Date"	the date set out in the Container Hire Summary or Email Booking Confirmation; or the date on which we provide You with the Key.
"Storage Period"	the period from and including the Start Date until the date on which the licence granted by Us is ended or terminated in accordance with these Conditions.

"Termination Date"	the date of termination of this Agreement in accordance with Condition 16.
"UHTK Insurance"	UHTK's own insurance policy for loss or damage to Goods whilst in a Container which may be purchased by You at the time of Your Online Booking or on signature of this Agreement.
"UHTK Summary of Insurance Option"	the document that forms part of this Agreement if You purchase UHTK Insurance Option and which explains what is and what is not covered under UHTK Insurance Option.
"You" or "Your"	means the individual or business named in this Agreement.
"Website"	https://www.uholdthekey.co.uk/

3. **Formation of the Agreement and Our Agreement with You**

3.1. Formation of the Agreement between Us and You will occur by either:

3.1.1. **Formation via Email Booking Confirmation.** Your submission of an Online Booking constitutes an offer to hire a container on the terms of this Agreement. The Agreement is formed when We confirm acceptance of the Online Booking by issuing an Email Booking Confirmation to You; or

3.1.2. **Formation in person at our Facility.** Where you visit a Facility and make a booking in person for the hire of a Container, Your signed Container Hire Agreement constitutes an offer to hire a Container on the terms of this Agreement and the Agreement is formed when We accept the booking, whether by Our counter signature, Our taking payment, Our issuing of the Key, or making the Container available to You.

3.2. **Photo Identification.** In line with industry standards, You acknowledge that You must provide us with photo identification (either a valid driving licence or passport) and copy confirmation of your current address dated within the last 3 months (this could be by providing Us with a copy of Your utility bill or bank statement). If you do not provide such identification or confirmation to our satisfaction, we may refuse to accept your booking or, if the Agreement has already been formed, terminate the Agreement.

3.3. **Your Contact Details.** Where any of Your Contact details provided within the Online Booking or Container Hire Summary are subject to change, You agree that You must provide us with notification of any updated details as soon as reasonably practicable and in any event within 48 hours of any change.

3.4. **Commencement of Storage Period.** The Storage Period will begin on the date specified in the Container Hire Summary, Email Booking Confirmation or the date on which we issue the Key and/or make the Container available to You (whichever occurs on the earliest date).

3.5. So long as the Container Hire Fees are paid by the Due Date and any Incidental Hire Fees and Other Charges (where applicable) are paid to Us when they fall due to us, and subject to these Conditions, You acknowledge and agree that:

3.5.1. You are granted a licence during the Storage Period only to store Goods in the Container allocated to You by Us from time to time and only in that Container (unless we have exercised our right at Condition 8.8 (Our rights to relocate Goods to an alternative Container or request that You do so));

3.5.2. You are deemed to have knowledge of the Goods in the Container; and

3.5.3. You warrant that You are the owner of the Goods in the Container and/or entitled at law to deal with them in accordance with all aspects of this Agreement as agent for the owner.

3.6. You acknowledge and agree that:

3.6.1. We do not have and will not be deemed to have knowledge of the Goods;

3.6.2. We do not grant any lease or tenancy of the Container or any part of the Facility and nothing in this Agreement creates a landlord and tenant relationship;

3.6.3. We retain control, possession and management of the Facility and the Container and You have no right to exclude Us from the Facility or the Container; and

3.6.4. We are not a bailee, custodian or warehouseman of the Goods. This means that we do not have legal possession of the Goods and therefore do not owe the duties of reasonable care to safeguard the Goods for You. Goods are stored by You at Your own risk. However, this Condition does not prevent Us from exercising any of Our rights under this Agreement

(including without limitation Our rights of lien, sale and/or disposal of Goods (Condition 6.4) where You are in breach of this Agreement.

- 3.6.5. This Agreement does not confer on You any right to exclusive possession of the Container and We reserve the right to relocate You to another Container pursuant to Condition 8.8.
- 3.6.6. **Website descriptions.** Any descriptions or illustrations on the Website are published for the sole purpose of giving an approximate idea of the services described in them but they will not form part of this Agreement or have any contractual force.
- 3.6.7. **Joint customers.** Where there are two or more joint customers, each individual customer takes on the obligations under this Agreement separately and We may enforce Our rights against any one of the joint customers.
- 3.7. **Update to these Conditions.** You acknowledge and agree that We may vary these Conditions where we notify You of such changes in writing. The modified Conditions will take effect on the next Due Date occurring not less than 28 days after the date of Our notice. You may end this Agreement without charge before the change takes effect by giving notice to Us in accordance with Condition 14 (Communications and Notice). Otherwise, Your continued use of the Container will be considered as Your acceptance of and agreement to the amended Conditions.

4. **Minimum Period**

- 4.1. We do not accept bookings for the hire of Containers for periods of less than 7 days ("**Minimum Period**").
- 4.2. As Container Hire Fees are charged on a monthly basis, where You choose to terminate this Agreement and end the Storage Period in accordance with Condition 16, You shall remain liable to pay the Container Hire Fees for the whole of the Minimum Period, and no refund or credit will be given for any unused days within the Minimum Period.
- 4.3. This Condition does not apply where You are a Consumer, made an Online Booking and choose to exercise Your rights of cancellation at Condition 15.

5. **Fees, Other Charges and Payment**

- 5.1. By no later than the Start Date You must pay to Us:
 - 5.1.1. no less than one full payment of the Container Hire Fees, meaning for the avoidance of doubt:
 - 5.1.1.1. one full monthly payment of Container Hire Fees; or
 - 5.1.1.2. the amount of the fixed fee for the entire period stipulated in the Container Hire Summary or Email Booking Confirmation where Condition 5.5 (Commitment Pricing);
 - 5.1.2. the sum of £25.00 for the Key (which shall be refunded to You in full on termination of this Agreement if you return the key on termination or expiry and comply with this Agreement) ("**Key Deposit**");
 - 5.1.3. charges for the sale of any of Our general merchandise and UHTK Insurance Option ("**Other Charges**") (where applicable); and
 - 5.1.4. charges for any Equipment (other than the Container) You will hire from us (including any deposit amount that we request) ("**Equipment Hire Fees**") (where applicable).
- 5.2. During the Storage Period, You acknowledge and agree that you shall pay to Us:

- 5.2.1. **the Container Hire Fees and Equipment Hire Fees** which shall be due for Payment on either of the following:
- a) the re-occurring monthly anniversary of the Start Date as set out on the Container Hire Summary or Email Booking Confirmation (if Condition 5.6 ((Direct debit applies); or
 - b) the date stipulated on the monthly invoices or within the timeframe specified on that invoice (or where no date or time period is specified, within 14 days of the date of the invoice) (if Condition 5.7 (Invoice) applies);
- 5.2.2. all **Other Charges** which shall fall due and owing from time to time (where applicable);
- 5.2.3. **all Incidental Hire Fees** which include:
- 5.2.3.1. **Cleaning, Repairing and Waste Removal Fees.** Where We consider in our sole and absolute discretion that any act or omission by You or Your Agent has meant that Condition 7.5 (Keeping the Container clean and in good repair) has been breached, We shall be entitled to charge You and You shall Pay to Us all reasonable cleaning fees, waste removal fees and/or repair fees proportionate to the level of damage and/or cleaning necessary to put the Container back to a standard fit for future use by Our customers. Repair fees may include without limitation, Our costs to repair hinges, seals, locking bars and correcting door alignment issues caused by Your misuse.
 - 5.2.3.2. **Late Payment Administration Fee.** Where You have failed to make payment of any Fees or Other Charges, we shall be entitled to charge to You our reasonable administrative costs to cover (without limitation) costs associated with issuing payment reminders, payment demand letters, statutory demand notices and the costs We incur in exercising Our rights in accordance with Condition 6 (Your default and Our Right to Sell or Dispose of Goods).
 - 5.2.3.3. **Missed Key Appointment Fee.** Where You have specified a date and time to collect Keys at a Facility and You do not attend that appointment, we shall be entitled to charge to You our reasonable administrative costs to account for Our wasted administrative time.
 - 5.2.3.4. **Overlock Administration Fee.** Where we exercise Our rights at Condition 6.2 (Our rights to deny access to the Container and overlock), we shall be entitled to charge to You our reasonable costs in carrying out the overlock.
 - 5.2.3.5. **Replacement Key Fee.** Where You inform us that You have lost or misplaced the Key, we shall be entitled to charge to You our reasonable costs to provide You with a replacement Key.
 - 5.2.3.6. **Facility infrastructure Fee.** Where You cause damage (above fair wear and tear) to any part of the Facility, we shall be entitled to charge You Our costs of repair. This may include without limitation, repair of gates, CCTV/ security equipment, forced entry damage, barriers, access control equipment, perimeter fencing, posts, bollards, wheel stops, drainage covers, lighting, signage and other external fixtures inside the Facility.

(together the "**Incidental Hire Fees**").

- 5.3. We will calculate any Incidental Hire Fees due to be paid by You to Us. Any Incidental Hire Fees that we charge to You shall be reasonable and proportionate in the circumstances. To find out more about Incidental Hire Fees, please see here: <https://www.uholdthekey.co.uk/damage-costs-policy>. Incidental Hire Fees charged to You shall not limit any other remedies we have under this Agreement or at law.
- 5.4. Where we consider in our sole and absolute discretion that an Incidental Hire Fee is payable by You to Us, we shall issue an invoice to you for the amount and such invoice shall be payable on the date stipulated on the invoice or within the timeframe specified on the invoice (or where no date or time period is specified, within 14 days of the date of the invoice).
- 5.5. **Fixed-Term Pre-paid Hire (Commitment Pricing)**
- 5.5.1. Where You and We have agreed a Pre-determined end date for the Storage Period as confirmed in the Container Hire Summary or Email Booking Confirmation ("**Commitment Period**"), You shall pay to Us a single, one-off Container Hire Fees covering the entire Commitment Period (the "**Pre-Paid Commitment Charge**").
- 5.5.2. You must make payment of the Pre-Paid Commitment Charge to Us by no later than the Start Date.
- 5.5.3. Where a Pre-Paid Commitment Charge applies:
- a) It replaces Your obligation to pay Container Hire Fees on the Due Date (or other periodic basis) during the Commitment Period; and
 - b) It does not replace any obligation by You to pay any Incidental Hire Fees or Other Charges (where applicable) which may fall due and owing during the Commitment Period.
- 5.5.4. The Pre-Paid Commitment Charge shall be fixed for the Commitment Period and shall not be adjusted, increased or reduced as a result of any change to Our standard Container rates during that period.
- 5.6. **Direct Debit.** Where You and We have agreed that payment of the Container Hire Fees, Equipment Hire Fees and any Other Charges (where applicable) shall be made by direct debit, you shall complete and maintain a valid direct debit mandate in Our favour for the Container Hire Fees and any Other Charges each calendar month on Due Date and ensure that sufficient cleared funds are available in Your nominated bank account.
- 5.7. **Issue of invoices.** Where We and You have not agreed that You will pay Container Hire Fees, Equipment Hire Fees and/or any Other Charges (where applicable) by direct debit, we will issue invoices to you by email and/or post. You must make payment on the date stipulated on the invoice or within the timeframe specified on the invoice (or where no date or time period is specified, within 14 days of the date of the invoice). You must make payment to the bank account we nominate to You in writing and You must clearly identify the payment using the reference on the applicable invoice.
- 5.7.1. **Early vacation of the Container:** If You empty the Container and/or return the keys before the end of the Commitment Period for any reason, You shall not be entitled to any refund or credit of any part of the Pre-Paid Commitment Charge.
- 5.8. Where You have more than one agreement with Us, all of Our agreements with You will form one account and We may in our sole discretion apply any payment made by You or on Your behalf on this Agreement against the oldest amount due from You to Us on any agreement in the account. If You make a part payment of any Container Hire Fees due to Us and We retain Your part payment, this will not affect Our ability to take any action against You or to exercise any rights We have under this Agreement or at law in respect of any sums that remain outstanding.

- 5.9. All amounts due under this Agreement shall be paid in GBP and shall be made in cleared funds to Our bank account that we nominate to You in writing.
- 5.10. All amounts due under this Agreement are exclusive of VAT and any other applicable taxes and duties or similar charges which shall be payable by You at the rate and in the manner from time to time prescribed by law.
- 5.11. All amounts due under this Agreement shall be paid by in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 5.12. **Interest on overdue Sums.** If You fail to make any payment due to Us under the Agreement by the due date for payment, without limiting Our remedies under this Agreement or at law (including without limitation our rights to suspend access to a Container pursuant to Condition 8.3 and Our rights of lien pursuant to Condition 6.4 (Our right to sell or dispose of Goods), We reserve our rights to charge You interest on the overdue sums from the due date for payment until payment of the overdue sums, whether before or after judgment. Interest under this clause will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
- 5.13. **Increases to Fees and Other Charges.** You acknowledge and agree that We may increase the Fees and/or Other Charges in accordance with Condition 3.7 (Update to these Conditions). Any increase to the Fees and/or Other Charges will take effect on the first Due Date occurring not less than 28 days after the date of Our notice. You may end this Agreement without charge before the change takes effect by giving notice in accordance with Condition 14.2. Otherwise, Your continued use of the Container will be considered as Your acceptance of and agreement to the increase to the Container Hire Fees and/or Other Charges.
6. **Your default and Our Right To Sell or Dispose of Goods**
- 6.1. We take the issue of prompt payment seriously. It is Your responsibility to make payment of all Fees, Other Charges and any other sums due and owing to us under this Agreement by the due date for payment. Any sums that are due and owing to Us by You, past the due date for payment shall be a debt ("**Debt**").
- 6.2. **Our Rights to deny access to the Container and overlock:** Where any Debt remains unpaid and/or you are in breach of any term of this Agreement, We reserve the right to:
- 6.2.1. deny and/or suspend Your (and Your Agent's) access to the Container and/or the facility; and/or
- 6.2.2. overlock the Container or otherwise secure the Container to prevent access by You and Your Agents.
- 6.3. Access shall not be restored until all outstanding Debts have been paid in full and/or You have remedied (to our reasonable satisfaction) the breach(es). We shall endeavour to notify You prior to exercising Our rights under Condition 6.2.
- 6.4. **Our rights of lien over the Goods.** You acknowledge and agree that We shall have a general and particular right of lien over all Goods stored in the Container. This means that We have the legal right to retain, secure, seize and deal with some or all of the Goods as security for payment of any Debts owned by You under the Agreement. You authorise Us without further notice to do the following:
- 6.4.1. enter the Container and inspect and/or remove the Goods and to charge You for all reasonable costs of doing so; and
- 6.4.2. sell or dispose of some or all of the Goods in accordance with Conditions 6.8 to 6.10.
- 6.5. You acknowledge and agree that:

- 6.5.1. we shall be entitled to continue to charge Container Hire Fees from the date the Debt becomes due until payment is made in full or the Goods are sold or disposed of;
- 6.5.2. we will sell the Goods as if We were the owner and will pass all rights of ownership in the Goods to the buyer; and
- 6.5.3. if You do not pay Fees on the Due Date, the value of any discounts and special offers (including periods of free storage) which You have received will be payable by You in full as an addition to the Debt.
- 6.6. If on expiry or termination of this Agreement for any reason, You fail to remove all Goods from the Container, We are authorised to treat the Goods as abandoned and may sell or dispose of all Goods in accordance with Conditions 6.8 to 6.10.
- 6.7. You are liable to pay the Fees and any Other Charges for the period from abandonment to the sale or disposal of the Goods together with any costs of disposal incurred, which shall be added to and treated as a Debt.
- 6.8. Before We sell or dispose of the Goods, We will give You notice in writing directing You to pay (if You are in default) or collect the Goods (if they are treated as abandoned). This notice will be sent by registered or recorded delivery to the postal address last notified by You to Us in writing and by email. If no address within the UK has been provided, We will use any email address We hold for You. If You fail to pay the Debt and/or collect the Goods (as appropriate) We will access the Container and begin the process to sell or dispose of the Goods. You consent to and authorise the sale or disposal of all Goods without further notice regardless of their nature, content or value. We will sell the Goods for the best price reasonably available in the open market, taking into account the costs of sale. We may also require payment of default action costs, including any costs associated with accessing the Container and disposal or sale of the Goods, which shall be added to and/or treated as a Debt.
- 6.9. Sale proceeds will be applied first against the cost of removal and sale of Goods and second to pay the Debt. If sale proceeds do not discharge all of these costs and the Debt, You must pay Us the balance within 7 days of a written demand from Us. We may take action to recover the balance and any legal and administration costs incurred in doing so. If sale proceeds exceed the amount due from You, We will attempt to return the excess funds to you. If this is not reasonably possible, we will hold the balance for You for a reasonable period but no interest will be payable on it.
- 6.10. If, in Our sole opinion and entirely at Our discretion, the Goods are either not saleable, fail to sell when offered for sale, or are not of sufficient value to warrant the expense of attempting to sell, You authorise Us to treat the Goods as abandoned and We may dispose of all Goods by any means at Your cost and shall have no liability to you in respect of the Goods disposed of. We may also dispose of the Goods at Our discretion in the event that:
 - 6.10.1. Goods are damaged due to fire, flood or other event that has rendered them, in Our reasonable opinion, severely damaged, of no material commercial value, or dangerous to persons or property; or
 - 6.10.2. We consider in our sole and absolute discretion that Goods do not have any real value;
 - 6.10.3. Goods may contain personal data belonging to You or others. We do not need Your prior approval to take this action but will send written notice to You within 7 days of assessing damaged Goods.
- 6.11. We shall have no liability to You as a result of taking any action to enforce the terms of this Agreement (including without limitation Our sale of the Goods).

6.12. **Your Indemnity.** If you are not a Consumer, You agree to fully indemnify Us for any costs We incur in exercising any of Our rights set out in this Condition 6. We will not accept that payment has been made until all overdue sums due and owing to Us have been received by Us in cleared funds.

6.13. **Consumer liability.** If you are a Consumer, you agree to pay to Us all applicable Incidental Hire Fees in relation to any costs We incur in exercising any of Our rights set out in this Condition 6.

7. **Our Containers and your obligations**

7.1. **Container sizes:** Container sizes specified on our Website and at our Facility are approximate only and may vary slightly from the description. We accept no responsibility for their accuracy. You acknowledge and agree that when you make an online Booking or sign this Agreement, you agree to the actual size of the Container You use and not any Container size represented on our Website or at our Facility.

7.2. **Container identification marks:** We reserve Our rights to retain a mark or plate on the Equipment identifying it as Our property. Where such Equipment carries such mark or plate, You agree that you shall not remove, deface, customise, paint or otherwise cover up the mark or plate.

7.3. **No Mains Services:** We provide the Container without any connection to main services, including without limitation, electricity, gas, water, drainage, telecommunications or data services ("**Mains Services**").

7.3.1. You must not, under any circumstances, whether directly or indirectly:

- a) attempt to connect, arrange the connection of, or permit the connection of any Mains Services to the Container, whether on a temporary or permanent basis;
- b) install or use generators, batteries, wiring, cabling, piping or other equipment intended to supply services to the Container; or
- c) interfere with, tamper with or connect to any Mains Services at the Facility.

7.4. **Securing the Container.** You are solely responsible for securing the Container and ensuring it is locked so as to be secure from unauthorised entry at all times when You are not in the Container. We will not be responsible for securing any unlocked Container. You are not permitted to apply a padlock or other device to the Container in or over Our overlocking position and We may have any such padlock or device removed at Your expense. You should not provide the Key to any person or permit access to the Container to any person other than Your own Agent who is responsible to You and subject to Your control. If You do so, it is at Your own risk.

7.5. **Keeping the Container clean and in good repair.** You must maintain the Container by ensuring it is clean and in good repair during the Storage Period (except for fair wear and tear). Where we consider in our sole and absolute discretion that any act or omission of You or Your Agent has breached this Condition, You shall be liable to pay Us any applicable Incidental Hire Fees pursuant to Condition 5.2.3.

7.6. **Prohibited use of the Container.** You and Your Agents will use the Container solely for the purpose of storage and (without limitation) shall not (or allow any other person to):

- a) use the Container as offices or living accommodation or as a home, business or mailing address;
- b) use or do anything at the Facility or in the Container which may be a nuisance to Us or any other person (including the escape of any substance or odour from or generation of noise or vibration which may be heard or felt outside the Container);
- c) use or do anything at the Facility or in the Container which may invalidate or increase premiums under any applicable insurance (Option) policy;

- d) paint or make alterations to or attach anything to the internal or external surfaces of the Container;
- e) use any form of portable heaters in the Container (or at the Facility) at any time;
- f) cause damage to the Container or any part of the Facility (which includes by removal, haulage or delivery contractors); or
- g) create any obstruction or leave items or refuse in any common space within the Facility;
- h) start or operate any vehicle, bike or generator (including within the Facility itself).

7.7. **Safety in the Container.** You shall ensure that You maintain clear aisles to the door of the Container and do not obstruct any vents or sprinklers (where fitted) within the Container.

7.8. **Prohibited items for storage.** You must not store (or allow any other person to store) any of the following in the Container:

- a) food or perishable goods unless securely packed so they are protected from and do not attract vermin;
- b) any living creatures or livestock;
- c) combustible or flammable substances including but not limited to any form of fuel, gas, paint, petrol, oil, cleaning solvents or compressed gases whether in a portable fuel container or otherwise (only residual fuel in fixed tanks of clean, non-leaking vehicles/plant may be stored);
- d) firearms, explosives, weapons or ammunition;
- e) chemicals, radioactive materials, biological agents, toxic waste, asbestos or other potentially hazardous substances;
- f) any item that emits fumes, or odours;
- g) any illegal item or substances or goods illegally obtained such as illicit (counterfeit/smuggled) tobacco or alcohol and unlicensed or unsafe goods;
- h) aerosols, fireworks, vapes/e-cigarettes or e-liquids;
- i) goods which are environmentally harmful or that are a risk to the property of any person;
- j) currency, deeds and securities;
- k) items which are unique in nature and/or where the value to You cannot be assessed on a financial basis;
- l) engines or generators;
- m) portable battery chargers, power banks or any similar portable power source;
- n) quadbikes or dirt bikes or any similar type of bike and/or mode of transport;
- o) waste of any nature (without first seeking written advice from the Environmental Agency and Our written consent).

- 7.9. **Prohibition of battery storage.** You shall not store any lithium ion batteries exceeding a watt-hour (Wh) rating of 160 Wh unless they are built-in and cannot be removed from the otherwise permitted Goods. In any event, such batteries and items must:
- 7.9.1. not be damaged, recalled or prohibited by law or regulation;
 - 7.9.2. be free from visible physical defect or fault;
 - 7.9.3. be kept out of direct sunlight;
 - 7.9.4. not be stacked and must be stored allowing air circulation. We recommend all batteries are stored with the lowest practical charge.
- 7.10. **Prohibition of battery charging.** You shall not charge or attempt to charge any battery or electrically powered device at the Container or Facility.
- 7.11. Without limiting our remedies under this Agreement or at law, You acknowledge that we may refuse storage of any Goods or require You to remove Goods if in Our opinion storage of such Goods creates a risk to the safety of any person or property or is in breach of these Terms.
- 7.12. **Reporting Obligations.** You shall immediately report to Our staff at the Facility and/or emergency services (by calling 999) any fire, smoke, suspected fire, explosion, flooding, structural damage to the Container or any other emergency or potentially dangerous situation at or affecting the Container or the Facility.
- 7.13. **No repair.** You shall inform Our Staff at the Facility of any damage or defect to any Equipment as soon as reasonably practicable once discovered and comply with the reasonable directions and instructions of Our employees, agents and contractors. You shall not attempt to repair any Equipment yourself.
- 7.14. **Items left unattended at the Facility.** You acknowledge and agree that any items left unattended in common areas at the Facility or outside the Container shall be treated as abandoned and may at Our discretion be moved, sold or disposed of immediately with no liability to Us.
8. **Access to Containers**
- 8.1. **Your rights to access the Container.** You and Your Agents have the right to access the Container during Access Hours and subject to the terms of this Agreement. We will try to provide advance warning of any changes to Access Hours by notice at the Facility and/or by email to the email address You provide in the Container Hire Summary or confirmed in the Email Booking Confirmation. However, We reserve the right in our sole and absolute discretion to change Access Hours temporarily to other reasonable times without giving prior notice (and Condition 3.7 shall not apply).
- 8.2. We may (but are not obliged to) require proof of identity from You or any other person (including Your Agent) who enters the Facility, at any time and, in Our sole discretion and absolute may refuse access to the Facility and/or Container to any person who fails to produce satisfactory proof of identity for any reason.
- 8.3. **When we may refuse access.** We may refuse You and/or Your Agents access to the Container and/or the Facility in circumstances where:
- 8.3.1. any Container Hire Fees, Incidental Container Hire Fees, Other Charges, or any other sums due by You to Us under this Agreement or otherwise are overdue (whether or not a formal demand for payment has been made). Please also refer to Condition 5.12 (Interest to accrue on overdue sums) and Condition 6 (Our right to sell and dispose of Goods); or
 - 8.3.2. We reasonably believe that You and/or Your Agents have breached or are likely to breach this Agreement or the Facility Rules; or

- 8.3.3. We in our sole and absolute discretion consider the health, safety or security of any person, Container or Goods on or at the Facility or Container may be threatened or put at risk; or
 - 8.3.4. if We are obliged to do so by law, or on request of the police, fire services, Trading Standards, HM Revenue & Customs or any law enforcement or government agency or authority; or
 - 8.3.5. You and/or Your Agent failure to produce satisfactory proof of identity when requested pursuant to Condition 8.2 or;
 - 8.3.6. We are carrying out any works inspections, testing, adjustments, or repairs to the Container pursuant to Condition 8.5.
- 8.4. You acknowledge that any refusal or suspension of access under Condition 8.3 shall not affect Your obligation to pay the Container Hire Fees, Incidental Hire Fees or any Other Charges (where applicable) in accordance with Condition 5 (Fees and Other Charges).
- 8.5. **Our rights to access and open Containers.** You acknowledge and agree that We, Our agents and contractors reserve the right in our sole and absolute discretion to access the Container at any time to carry out inspections, testing, adjustments, make repairs to and/or replace the Container. We will endeavour to provide You with at least 7 days' prior notice where reasonably practicable (or such shorter period as is reasonable in the circumstances).
- 8.6. You authorise Us, Our agents and Our contractors (and allow any other third party when reasonable in the circumstances) to enter the Container in the following circumstances and without prior notice and to break any lock(s) securing the Container if necessary to gain entry:
- 8.6.1. in the event of an emergency (including but not limited to fire, flood, structural or security risks and/or to prevent injury or damage to persons or property). In such circumstances we shall endeavour to provide you with notice as soon as practicable after the event;
 - 8.6.2. if We reasonably suspect You are in breach of these Conditions (including but not limited to where we believe the Container is or may be being used to store prohibited Goods or for a prohibited purpose);
 - 8.6.3. if We are obliged to do so by law, or on request of the police, fire services, Trading Standards, HM Revenue & Customs or any other competent authority or by a Court order; or
 - 8.6.4. to enforce any rights We have under this Agreement including but not limited to exercising our right to relocate the Goods under Condition 8.8 or exercising a lien or power of sale or disposal (see Condition 6.4).
- 8.7. Where Condition 8.6 applies, where practicable (and where permitted by a competent authority), We shall endeavour to leave notice of entry of the Container and record items removed.
- 8.8. **Our rights to relocate Goods to an alternative Container or request that You do so.** You acknowledge and agree that We reserve the right in our sole and absolute discretion, at any time and for any reason, to:
- a) relocate Goods to an alternative but reasonably suitable Container or store at the Facility; or
 - b) require You to relocate Goods to an alternative but reasonably suitable Container or store at the Facility.
- 8.9. Without limitation, relocation may be required for reasons including:

- 8.9.1. operational or logistical requirements;
 - 8.9.2. maintenance, repair, inspection or upgrade of the Container at the Facility;
 - 8.9.3. health safety or security concerns;
 - 8.9.4. damage to, or defect in the Container;
 - 8.9.5. emergency situations or events beyond Our control;
 - 8.9.6. regulatory, insurer or authority requirements; or
 - 8.9.7. more efficient use or reconfiguration of the Facility and/or Containers.
- 8.10. Any relocation shall not give rise to any reduction in Fees or entitlement to compensation.
9. **Risk, Responsibility and Liability**
- 9.1. Subject to Condition 1 (UHTK Insurance Option) storage of Goods in the Container is at Your sole Risk and responsibility, and You shall be responsible for and bear the risk of any and all theft, damage to, and deterioration of the Goods caused by any reason.
- 9.2. Subject to Condition 1 (UHTK Insurance Option) We exclude all liability in respect of:
- 9.2.1. loss or damage to Your business, if applicable, including indirect or consequential loss, and any lost profits, loss of business, loss of goodwill, damage to reputation or business interruption (whether arising directly or indirectly); and
 - 9.2.2. loss of or damage to Goods or any claim for return of Fees, except where this results from Our negligence or breach of contract, in which case Our liability will be limited to the sum of £100 in total.
- 9.3. We will not be liable for any loss or damages suffered by You as a result of You not being able to access the Facility or the Container, regardless of the cause.
- 9.4. **National Non-Domestic Rate Liability.** In some circumstances, You may be required to pay and discharge the National Non-Domestic Rate Liability in respect of the Container for the period beginning on the Start Date and ending on the termination or expiry of the Agreement. You acknowledge that we are not responsible for providing any advice in respect of such liability of Yours but you agree that you shall pay to Us any reasonable costs or any losses that we incur in our involvement with any National Non-Domestic Rate Liability dispute.
- 9.5. We do not exclude or limit liability for physical injury to or the death of any person which is a direct result of negligence or wilful default on the part of Us, Our agents and/or employees.
- 9.6. It will be Your responsibility to compensate Us for the full (and reasonable) amount of all claims, liabilities, demands, damages, costs and expenses (including any reasonably incurred legal and professional fees) incurred by Us or any of our employees, agents, directors or contractors resulting from or incidental to:
- 9.6.1. You and/or Your Agent's use of the Container (including but not limited to the ownership or storage of Goods in the Container, the Goods themselves and/or accessing the Facility);
 - 9.6.2. Your breach of this Agreement or a breach by any one of Your Agents;
 - 9.6.3. Our enforcement of any of the terms or Conditions of this Agreement.

10. **Your Obligation to Insure Goods**

- 10.1. We do not insure any Goods unless you selected and paid for UHTK Insurance Option at the time of Your Online Booking or signature on this Agreement.
- 10.2. Where You did not select and pay for UHTK Insurance Option, It is a condition of this Agreement that during the Storage Period, You have in place and at your own expense, insurance for the Goods to a value not less than their full Replacement Value against all usual risks of loss, damage or destruction including but not limited to fire, flood, theft or accident and such other additional risks as We may reasonably notify you of in writing.
- 10.3. You warrant to Us that such insurance cover is in place, will not lapse throughout the Storage Period and that the aggregate value of Goods in the Container from time to time will not exceed the insured value.
- 10.4. We reserve the right, at any time and at our discretion, to require You to provide written evidence of adequate insurance cover in respect of the Goods and You must provide such evidence promptly upon request.

11. **Including Your Goods under UHTK Insurance Option**

- 11.1. If you selected and paid for UHTK Insurance Option at the time of Your Online Booking or on signature of this Agreement, We shall take out and maintain a contract of insurance option in accordance with UHTK Summary of Insurance Option document provided to You. This will provide cover for the Goods for the value stated as the full total replacement value of the Goods as new on Container Hire Summary or Email Booking Confirmation. We do not carry out any valuation of the Goods and We are not responsible for ensuring that the full replacement value as new as stated by You in the Container Hire Summary or Email Booking is an accurate or true valuation of the full replacement value as new of the Goods at any time. You are responsible for ensuring that insurance option cover for the value of Goods insured is maintained at an adequate level throughout the period of this Agreement. If loss or damage occurs to the Goods as a result of any matter which may result in a claim under Our insurance option policy, after receipt from You of a written request to notify a claim, We will notify Our insurer promptly of the claim. For the purposes of processing any such claim, You shall provide Us, Our insurer or any of its agents appointed to investigate such claim (such as a loss adjuster) with such information and evidence as may reasonably be required in relation to the claim. We shall pay or arrange for payment to You that part of any proceeds of any claim made by Us which relates to damage or loss to the Goods after deduction of any outstanding sums due to Us from You. In the event that We make a claim under Our insurance option policy in respect of loss or damage to the Goods, You acknowledge that Our liability to make any payments to You in relation to such claim is restricted to payment to You of the amount that We recover from Our insurer under Our insurance option policy in relation to the Goods. Whilst We will notify claims to Our insurer, We are not under any circumstances obliged to start or threaten to start any legal proceedings in relation to any such claim. Nothing in this Agreement shall make or be deemed to make Us Your agent. If You fail to pay any insurance charges then any insurance option cover in respect of the Goods will cease immediately from the date such charges are overdue.
- 11.2. UHTK Insurance option will cover the Goods for the value stated as the full total Replacement Value of the Goods on the Container Hire Summary, subject to UHTK Summary of Insurance. You acknowledge that any failure to take reasonable precautions for Goods, such as (without limitation) failing to secure the Container, such acts or omissions may invalidate your position under UHTK Insurance.
- 11.3. You acknowledge and agree that:
- a) We do not carry out any valuation of the Goods;
 - b) We are not responsible for ensuring that the full Replacement Value you have confirmed to us is an accurate or true valuation of the full replacement value as new of the Goods at any time;

- c) You are responsible for ensuring that insurance cover for the value of Goods insured is maintained at an adequate level throughout the period of this Agreement.
- 11.4. If loss or damage occurs to the Goods as a result of any matter which may result in a claim under UHTK Insurance, after receipt from You of a written request to notify a claim, We will notify Our insurer promptly of the claim.
- 11.5. For the purposes of processing any such claim, You shall provide Us, Our insurer or any of its agents appointed to investigate such claim (such as a loss adjuster) with such information and evidence as may reasonably be required in relation to the claim.
- 11.6. You acknowledge and agree that We do not give any advice concerning insurance option cover given by any policy and You must make Your own judgment as to adequacy of cover even when arranged by Us. Inspection of any insurance option documents provided by You to demonstrate cover does not mean We have approved the cover or confirmed it is sufficient.

12. **Compliance with Laws, Regulations and Facility Rules**

- 12.1. **Compliance with Laws and Regulations.** You agree to comply at all times with all Applicable Laws and are responsible for ensuring that any Agent that attends the Facility, also complies. This includes without limitation, laws relating to any Goods which are stored and the manner in which they are stored. You will be responsible for any breach of Applicable Laws and You shall compensate Us for the full amount of all claims, liabilities, demands, damages, costs and expenses We incur due to You or Your Agent(s) breach of Applicable Laws.
- 12.2. If We have reason to believe that You or Your Agents are not complying with any Applicable Laws, We may take any number of actions We consider necessary, including, but not limited to:
 - d) terminating this Agreement in accordance with Condition 16 (Termination) or suspending access to the Container;
 - e) entering the Container in accordance with Condition 8.5;
 - f) contacting, cooperating with and/or submitting Goods to relevant authorities; and/or
 - g) immediately disposing of or removing Goods at Your cost and expense.
- 12.3. **Compliance with Facility Rules.** You must (and ensure that Your Agents) use reasonable care whilst at the Facility and have respect for the Facility and other Container users. You and your Agent(s) shall comply at all times with the rules, policies and instructions issued by Us governing access to and use of the Facility, as displayed or made available in person at the Facility and/or as published on Our Website and as amended by Us from time to time including (without limitation) rules relating to health and safety, security, Access Hours, use of vehicles, conduct at the Facility and prohibited activities ("**Facility Rules**"). Facility Rules can be accessed here: <https://www.uholdthekey.co.uk/facilityrules> .

13. **Personal Information**

- 13.1. We collect information about You when You place an Online Booking with us and/or provide Your details to us at a Facility (for example, completion of a container hire summary). This information includes Your personal data ("**Personal Data**").
- 13.2. We process Personal Data in accordance with the UK retained version of the EU General Data Protection Regulation, the Data Protection Act 2018 and all associated laws. We will use and may collect Personal Data for the purposes of this Agreement, including the use of CCTV at the Facility, processing payments, communicating with You and generally maintaining Your account with Us and in order to comply with any legal obligations (for example without limitation, sharing Personal data with fraud prevention

agencies, the Police, Counter Terrorism agencies or HM Customs and Excise) and Our legitimate business interests.

- 13.3. Further details on how We use Personal Data and Your rights in relation to Personal Data are set out in Our Privacy Policy which can be viewed on Our website at <https://www.uholdthekey.co.uk/privacy-policy>.
- 13.4. If You give us Your consent, We may use Personal Data for feedback purposes and marketing purposes including to provide information on products or services provided by Us in response to requests from You or if We believe they may be of interest.
- 13.5. In some circumstances, We may share Personal Data with, and obtain information about You from, credit reference or fraud prevention agencies.

14. **Communications and Notice**

- 14.1. We can send You notifications regarding day to day matters and minor changes to this Agreement by email and/or by SMS. These notifications will be effective one hour after sending or immediately if they relate to an urgent problem or emergency.
- 14.2. Notices to be given by Us or You for more significant changes to the services and/or these Conditions or to enforce rights under this Agreement (such as ending the Agreement, changing prices, significant disruptions or enforcing Our right to sell or dispose of Goods) must be in writing and must be:
 - a) delivered by hand or by pre-paid first-class post or other next day delivery; or
 - b) sent by email.
- 14.3. Notices shall be considered to have been received:
 - a) If delivered by hand, at the time the notice is left at the proper address;
 - b) If sent by pre-paid first class post or other next working day service, at 9.00am on the second Business Day after posting; or
 - c) If sent by email, at the time of transmission, if this time falls outside Business Hours, when Business Hours resume.
- 14.4. We shall direct notices to You using the address and/or email address you provided on the Container Hire Summary or confirmed within the Email Booking Confirmation.
- 14.5. You shall direct Notices to Us using Our contact details set out at Condition 1.2.
- 14.6. In the event that there is more than one contact named on the Agreement, Notice to or by any single contact is agreed to be sufficient for the purposes of any notice requirement under this Agreement.
- 14.7. For the purpose of this Condition 14, "**Business Day**" shall mean a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business and "**Business Hours**" shall mean the period from 9.00 am to 5.00 pm on any Business Day.

15. **Cancelling the Agreement (Consumers only)**

- 15.1. If you are a Consumer and entered into the Agreement by way of Online Booking and having received an Email Booking Confirmation, You have 14 days after the date we send you the Email Booking Confirmation to change Your mind and cancel the contract ("**Cooling Off Period**").

15.2. If You cancel during the Cooling Off Period and You have not come to the Facility to collect the Key, We will provide a full refund of all amounts You paid to us when You made the Online Booking. In order to exercise the right to cancel the Agreement, You must provide Us with a clear statement that You wish to cancel the Agreement. This can be done by email or by post using Our contact details set out at Condition 1.2. You may cancel the Agreement by using the model cancellation form as set out at Appendix 1 of these Conditions and returning it to Us (but You are not obliged to do so). The clear statement to cancel must be sent to Us by no later than the expiry of the Cooling Off Period.

16. **Termination of the Agreement**

16.1. **When and how You may terminate.** You may end the Storage Period and terminate the Agreement at any time provided that you have to our satisfaction:

- i. vacated and removed all items and Goods from the Container; and
- ii. returned the Key to the assigned letterbox at the Facility; and
- iii. ensured the Container is in a clean condition and in a good state of repair in accordance with Condition 7.5. You acknowledge that in the event that Goods and/or rubbish are left in the Container you shall be liable to pay any Incidental Hire Fees applicable.
- iv. returned all Equipment (excluding the Container) to Us at the Facility.

16.2. Pursuant to Condition 4 (Minimum Period) where you terminate the Agreement before the expiry of the Minimum Period, You will be liable to pay the Fees and Other Charges (where applicable) for the entirety of the Minimum Period.

16.3. In Our sole and absolute discretion, we may waive any number of the conditions set out at Condition 16.1.

16.4. **Our material breach of the Agreement.** Without limiting any of Your rights or remedies under this Agreement or at law, You may terminate the Agreement with immediate effect by notifying us in writing if we commit a material breach of any term of the Agreement and i) the breach is not capable of remedy; or ii) if capable of remedy, We have not remedied within a period of 5 days after being notified by You in writing to do so. An example of this could be in circumstances where We fail to make the Container available to You on the date specified in the Email Booking Confirmation or Container Hire Summary due to our own omission and where We have not been able to offer an alternatively suitable Container within a reasonable time.

16.5. **When and how We may terminate.** Without limiting any of Our rights or remedies under this Agreement or at law, We may terminate this Agreement with immediate effect at any time by giving You written Notice if:

- i. You breach any term of this Agreement and i) the breach is not capable of remedy; or ii) if capable of remedy, You have not remedied within a period of 5 days after being notified by Us in writing to do so (this includes, without limitation, Your failure to make payment of outstanding Fees and/or Other Charges); or
- ii. You have removed all Goods from the Container and/or returned the Key to Us and we reasonably believe in our sole and absolute discretion that it is your intention to terminate the Agreement; or
- iii. You or any one of your Agent(s) breach any one of the Facility Rules; or
- iv. You take any step or action in connection with entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the

court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction (if a limited company); or

- v. You make an application for bankruptcy or have a trustee in bankruptcy appointed over all or any part of Your assets; or
- vi. You suspend, threaten to suspend, cease or threaten to cease to carry on all or a substantial part of Your business (if a business); or
- vii. Your financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Agreement is in jeopardy; or
- viii. You fail to provide us with identification and/or proof of address pursuant to Condition 3.2.

16.6. **We may terminate this Agreement at any time and for any reason by giving You not less than 14 days' written notice. This Condition does not limit Our right to terminate this Agreement immediately where permitted under any other Condition of this Agreement or by law.**

16.7. Where this Agreement is terminated for any reason, We shall specify to You the termination date of this Agreement.

16.8. Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of Us or You that accrued up to the date of termination or expiry. This includes without limitation, the right to claim damages for breach in respect breach of the Agreement which existed at or before the date of termination or expiry.

17. **Obligations and rights on Termination of the Agreement**

17.1. Immediately on termination:

17.1.1. You must pay Us all outstanding Fees (including but not limited to any Incidental Hire Fees that we may communicate to You in writing), Other Charges and costs owed by You to Us. You acknowledge and agree that if any Fees and/or Other Charges or costs are outstanding as at the date of termination Conditions 6.1 to 6.10 will apply.

17.1.2. If you have not already complied with Condition 8.1, You must remove all items and Goods from the Container, return the Key to the assigned letterbox at the Facility and return of all Equipment (excluding the Container) to Us at the Facility. You acknowledge that You continue to be responsible for all loss or damage to the Equipment until they have been returned to Us and any loss or damage will be charged to You.

17.1.3. If You have not complied with Condition 16.1 within 7 days of the date of termination and we have provided written notice to You, We may treat all Goods and items in the Container as abandoned and we may sell, recycle or dispose of the Goods in our sole and absolute discretion.

17.1.4. Where Condition 17.1.3 applies and where we have sold any Goods, any sale proceeds shall be applied in the following order of priority:

- i. Our reasonable costs of sale/disposal; then
- ii. any sums due under this Agreement.

We will hold any balance for You for 3 months after the date of the sale. If we do not receive written notice from you within that period together with a valid bank details to send the

remaining balance to, we shall be entitled to retain the balance to cover Our administrative costs. You shall remain liable for any shortfall.

- 17.1.5. where you have selected and purchased UHTK Insurance option, You agree to examine the Goods carefully on removal from the Container and must notify Us of any loss or damage to the Goods as soon as is reasonably possible (and in any event within 7 days from the date of removal of the Goods).
- 17.1.6. **Return of Key Deposit.** Where we have received the return of the Key and complied with these Conditions, We shall arrange for the return the Key Deposit to you.
- 17.2. **Pro-Rata Refund of Container Fees.** Where You have paid Container Hire Fees monthly in advance, We shall refund the unused portion of the Container Hire Fees relating to the period after the termination date. The refund is calculated as follows:
 - 17.2.1. converting the Container Hire Fee into an annual amount; and
 - 17.2.2. dividing that annual amount to give a daily rate based on a 52.2-week year;
 - 17.2.3. multiplying the daily rate by the number of unused days remaining after the Storage Period end date

("Pro-Rata Refund").
- 17.3. Pro-Rata Refunds and/or return of the Key Deposit will only be processed where you have complied with all of Your obligations at Condition 17.1.
- 17.4. We shall advise You of the amount of any applicable Pro-Rata Refund and/or Key Deposit to be returned to you by email within 14 days of the date of termination. We shall pay any Pro-Rata Refund and/ or return the Key Deposit refund using the same payment method that You used for the original payment, unless You and We agree otherwise in writing. Once You and We have agreed the method of return payment, we shall make payment to You 14 days.
- 17.5. You acknowledge and agree that where You owe a Debt which remains outstanding as at the termination date, You shall not be entitled to receive any return of deposits paid or a Pro-Rata Refund (where applicable).

18. **General Conditions**

- 18.1. **Special Terms:** You acknowledge and agree that any special Conditions agreed between You and Us have been recorded in writing within the Container Hire Summary.
- 18.2. **Force Majeure:** We shall not be considered to be in breach of this Agreement nor liable for any delay in performing or failure to perform any of Our obligations under this Agreement or any resulting loss or damage to Goods if such delay, failure, loss or damage results from events, circumstances or causes beyond Our reasonable control. Such circumstances include (but are not limited to):
 - a. any act of God, flood, drought, earthquake or other natural disaster;
 - b. environmental or health emergency or hazard or recommended restrictions, epidemic, pandemic or public health crisis;
 - c. threat of or actual terrorism, civil war, civil commotion or riots, war, threat or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
 - d. nuclear, chemical or biological contamination or sonic boom;

- e. any law or action taken by a government or public authority, including without limitation, imposing an export or import restriction, quota, or prohibition, or failing to grant a necessary licence or consent;
- f. collapse of building, fire, explosion or accident;
- g. any labour disturbance or trade disputes, strikes, shortage of labour, industrial action or lock-outs;
- h. non-performance by suppliers or subcontractors; or
- i. interruption or failure of utility service.
- j. breakdown of plant or machinery, materials or transport, electrical power failures,
- k. entry into any container including the Container or the Facility by, or arrest or seizure or confiscation of Goods by competent authorities.

In such circumstances, we will not be responsible for failing to allow access to the Goods, Container and/or the Facility for so long as the circumstances continue. We will try to minimise any effects arising from such circumstances. Your failure to pay Fees due shall not constitute an event which is outside of Your reasonable control.

- 18.3. **Variation:** Except as set out in the Agreement, no other variation of these Conditions, including the introduction of any additional terms and conditions, shall be effective unless agreed in writing signed by Us.
- 18.4. **Severance:** If any provision or part-provision of these Conditions are or become invalid, illegal or unenforceable, it will be deemed deleted, but that will not affect the validity and enforceability of the rest of these Conditions.
- 18.5. **Third Party rights:** It is not intended that anyone other than You and Us will have any rights under this Agreement and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to it;
- 18.6. **Entire Agreement:** The Agreement constitutes the entire agreement between the parties and supersedes all prior representations, agreements, negotiations and understandings between the parties. You acknowledge and agree that You have not relied on any statement, promise, representation, assurance or warranty made or given by Us, or on Our behalf of, which is not set out in these Conditions.
- 18.7. **Waiver:** If We decide not to exercise or enforce any right that We have against You at a particular time, then this does not prevent Us from deciding to exercise or enforce that right at a later date unless We tell You in writing that We have waived or given up its ability to do so.
- 18.8. **Dispute Resolution:** If You have any complaint or concern arising out of or in connection with this Agreement, please contact Us using the contact details set out at Condition 1.2. You and We shall use reasonable endeavours to resolve the matter informally. If the matter cannot be resolved informally, the parties agree to attempt resolution through mediation before resorting to court proceedings. Such mediation shall be conducted by a mediator who is independent of the parties and appointed by agreement of the parties. Neither party shall commence legal proceedings against the other unless it has first offered to submit the dispute to mediation and mediation has not commenced within a reasonable period of time after such offer was made. Nothing in this Condition 18.8 shall prevent or restrict:
 - a) either party from seeking urgent or emergency interlocutory, injunctive relief; or
 - b) Us from commencing legal proceedings at any time for the recovery of sums due and payable by You to Us under this Agreement.

- 18.9. **Assignment and other dealings:** You may not assign or transfer any or all of Your rights and/or obligations under this Agreement or part with possession of the Container or Goods whilst they are in the Facility. We may assign, novate, transfer, mortgage, charge, subcontract, delegate Our rights under this Agreement to another organisation and will let You know if We plan to do this.
- 18.10. **Governing Law and Jurisdiction:** This Agreement shall be governed by English law and any dispute or claim that either party brings will be decided by the Courts of England and Wales.

Appendix 1 – Model Cancellation Form

(Complete and return this form to Us only if you wish to cancel the Agreement)

To: Parsons Containers Limited trading as U Hold The Key Self Storage
Manor House
West End Sedgefield
Stockton-On-Tees
Cleveland
TS21 2BW

enquiries@uholdthekey.co.uk

I hereby give notice that I cancel my Agreement for the hire of the Container:

Facility Location:	
Container details:	
Date of Agreement	

Name of consumer:

Address of consumer:

Signature of consumer (only if this form is notified on paper):

Date: