

# Licence Conditions

1. In this Licence, the following words have the following meanings:

**Access Hours**

The hours We permit access to the Unit (as displayed on site).

**Business Customer**

A customer who is not a domestic customer

**Deposit**

The amount specified in Part 1 of this Licence

**Domestic Customer**

Any natural person who is acting for purposes which are outside his trade or profession

**Due Date**

The start date specified in Part 1 of this Licence and thereafter on the corresponding date in each continuing period specified in Part 1 of this Licence (or if the period is four weekly, the first day in each four week period) or in each case on the previous business day if the Due Date falls on a Saturday, Sunday or public holiday.

**The Goods**

Anything You store in the Unit at any time during this Licence

**The Licence**

These conditions and the information set out in Part 1 of this Licence

**Licence Commencement Date**

The start date specified in Part 1 of this Licence

**Licence End Date**

The date specified in Part 1 of this Licence (if any) or if the licence continues on a periodic basis, the date of termination of this Licence in accordance with Condition 22 or 23

**The Licence Fees**

The amount specified in Part 1 of this Licence or as most recently notified to You by Us (which does not include insurance Administration Fees)

**Prompt Payment**

In respect of payment of each and every sum due under this Licence, payment on the Due Date and in respect of any sum being due under any other agreement between You and Us, payment within seven (7) days of that sum being demanded in writing

**Site**

The premises on which the Unit is situated

**Unit**

The storage unit specified in Part 1 of this Licence or any alternative storage unit We may specify under Condition 11

**We, us, our**

The relevant storage company specified in Part 1 – e.g. Springfield Self Storage

**You, Your**

The customer named in the Licence

You may have other rights granted to You by law in addition to those set out in these Licence Conditions, which We may not exclude. These Terms and Conditions do not affect those other rights granted by law. If You wish to obtain further information about Your rights, You should speak to Your local Citizen's Advice Bureau or Trading Standards Office.

**2.**

2.1 So long as the Licence Fees are paid up to date, We will license You (but no other person) to use the Unit for the storage of Goods in the Unit in accordance with this Licence from the Licence Commencement Date until this Licence expires or is terminated.

2.2 You are deemed to have knowledge of the Goods in the Unit.

2.3 We do not have and will not be deemed to have knowledge of the Goods in the Unit, or of the nature, condition or state of repair of any such Goods.

2.4 This Licence shall not create a tenancy or lease or similar arrangement.

2.5 This Licence does not mean We are bailees, custodians or warehousemen of the Goods and You acknowledge that We do not take possession of the Goods.

**3.**

3.1 You have the right to access the Unit at any time during the Access Hours for the purposes of depositing, removing, substituting or inspecting the Goods and Your regular inspection of the Unit for damage or unsuitability for the Goods. No access to the Unit will be permitted for any other purposes or outside Access Hours, unless We have agreed to extended or 24 hour access. We will try to provide advance warning of changes in Access Hours by notices on Site, but We reserve the right to change Access Hours on a temporary basis to other reasonable Access times at any time without giving any prior notice. You will be entitled to terminate the Licence with immediate effect with no penalty if Your Access Hours are reduced on a permanent basis.

3.2 Only You and persons authorised in writing or accompanied by You will be allowed to have access to the Unit. You are responsible for the actions of anyone that You authorise to access the Site and for anyone that You allow to accompany You on to the Site. Any such person is Your agent for whose actions You are responsible for to Us and other users of units at the Site. You may withdraw any authorisation at any time but the withdrawal will not be effective until We receive it in

writing. We may ask for proof of identity from You or any other person at any time (although We are not obliged 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 reasonable 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.

**4.**

You are responsible for providing 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. You are not permitted to apply a padlock to the Unit in Our overlocking position and We may have any such padlock forcefully cut off at Your expense. Where applicable, You will secure the external gates and/or doors of the Site. We will not be responsible for locking any unlocked Unit or for looking after Your key. You should not leave Your key with and/or provide Your pin number to, 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 such person is Our employee or agent. We do not accept 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.

**5.**

You will permit Us and Our agents and contractors to enter the Unit in the following circumstances and if necessary We may break the lock to gain entry:-

5.1 if We give You not less than seven (7) days' notice so that We may inspect the Unit or carry out repairs, maintenance and alterations to it or any other unit or part of the Site;

5.2 at any time without notifying You (but We will give You notice as soon as practicable afterwards as long as We are not prevented by law from doing so):-

5.2.1 if We reasonably believe that the Unit contains any items described in Condition 8 or is being used in breach of Condition 9;

5.2.2 if We are required to do so by the Police, Fire Services, Local Authority, HM Revenue & Customs, Trading Standards or by a Court Order;

5.2.3 to obtain access in accordance with Conditions 11 (relocation) and 17 (sale of Goods if You default on payment);

5.2.4 for any purpose including that in Condition 5.1 if We believe it is necessary in an emergency;

5.2.5 to prevent injury or damage to persons or property; or

5.2.6 for the purpose of checking whether the Unit contains any items described in Condition 8 or if We reasonably consider that such entry is necessary to ascertain whether action needs to be taken to prevent injury or damage to persons or property.

**6.**

You confirm that throughout this Licence, the Goods in the Unit from time to time are Your own property or that the person who owns or has an interest in them has given You irrevocable authority to store the Goods in the Unit on the terms and conditions in this Licence and that You act as a duly authorised agent of any such person. You will pay any costs We incur or claims made against Us if this is not true.

**7.**

We may refuse to permit You to store any Goods or require You to collect any Goods from the Unit if in Our reasonable opinion the safety of any person on the Site, or the security of the Unit or its contents, or other units or their contents, would be put at risk by the storage or continued storage of any such Goods.

**8.**

You must not store or keep (and You must not allow any other person to store) any of the following in the Unit:-

- 8.1 food or perishable goods unless securely packed so that they are protected from and do not attract vermin;
- 8.2 plants, birds, fish, animals or any other living creatures;
- 8.3 combustible or flammable materials or liquids such as gas, paint, petrol, oil or cleaning solvents;
- 8.4 firearms, explosives, weapons, ammunition or any components of these;
- 8.5 chemicals, radioactive materials, biological agents;
- 8.6 toxic waste, asbestos or other materials of a potentially dangerous nature;
- 8.7 any item which emits any fumes, smell or odour;
- 8.8 compressed gases;
- 8.9 any illegal substances, illegal items or goods illegally obtained such as counterfeit goods, illicit (counterfeit/smuggled) tobacco or alcohol and unlicensed or unsafe goods (such as toys, electrical goods, medicines, aerosols, cosmetics, fireworks);
- 8.10 goods which are environmentally harmful or that are a risk to the property of any person;
- 8.11 items which are irreplaceable or of high value requiring specialist storage, such as currency, jewellery, bullion, furs, deeds, bonds, securities, works of art, antiques, fine wines and items of personal sentimental value;
- 8.12 waste materials including any materials or goods for export deemed to be waste, such as used electrical equipment (unless tested and certified for re-use), used vehicles or used vehicle parts.

You will be liable under Condition 21 for any breach of this Condition 8.

You must ensure that Goods brought into storage are securely and properly packed or bottled and not otherwise in a condition that may cause damage or injury to the Unit or the Site or any other unit on the Site or any other property, whether by spreading damp, infestation, leakage or the escape of fumes or substances in any other way.

**9.**

You must not (and You must not allow any other person to):-

- 9.1 use the Unit or do anything on the Site or in the Unit which may be or may become a nuisance to Us or the users of any other unit or any person on the Site;
- 9.2 use the Unit as offices or living accommodation or as a home or business address and not use the address of the site or Unit for receiving mail;
- 9.3 spray paint or do any mechanical work of any kind in the Unit;
- 9.4 attach anything to the internal or external surfaces of the Unit or paint or make

any alteration to the Unit;

9.5 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;

9.6 cause any damage to the Unit or any other unit or the Site or its facilities or to the property of Us or any other unit users or other persons on the Site (which includes by removal, haulage or delivery contractors) and if You cause any damage You must (at Our option) repair, restore or replace such damage or item or reimburse the reasonable costs of making necessary repairs, restoration or replacement or make proper compensation to other unit users at the Site;

9.7 leave anything in or obstruct or block any passageway, stairway, service area or other part of the Site and You must at all times be courteous to others and take reasonable care for Your own safety and that of others in using these areas;

9.8 leave on Site any waste or refuse that is created by storing the Goods and You will be charged the reasonable costs of disposing of such waste or refuse if You do not comply with this Condition;

9.9 connect or provide any utilities or services to the Unit unless authorised in advance in writing by Us;

9.10 use or do anything at the Site or in the Unit which may invalidate or increase premiums under any insurance policies taken out by Us or any other person;

9.11 ignore any regulations in force from time to time at the Site and in particular You undertake to observe and comply with the "No Smoking" policy that is in effect for every unit at the Site and its common parts;

9.12 display any signs at the Site or on the windows or doors of Your Unit without Our written consent; or

9.13 distribute any leaflets or promotional materials to other customers at the Site whether direct to the units or in the common parts.

## **10.**

You must (and You will ensure that anyone authorised by You to access the Site must):-

10.1 use reasonable care when on the Site or in the Unit and take all reasonable care in respect of the Unit, the Site, and the property of Us or any other unit users or other persons on the Site;

10.2 inform Us of any damage or defect to the Unit as soon as You become aware of it;

10.3 comply with the reasonable directions of any of Our employees, agents and contractors at the Site and any further regulations for the use, safety and security of the Unit and the Site which We may issue from time to time.

## **11.**

This Licence shall not confer on You any right to exclusive possession of the Unit.

11.1 We reserve the right to relocate You to another unit specified by Us, which shall not be smaller than the current Unit:

11.1.1 by giving 14 days' notice during which You can elect to terminate the Licence under Condition 23; or

11.1.2 by giving 14 days' notice if We close the Site or any part of the Site for redevelopment, in which case We may require You to move the Goods from the Unit to another unit at another site which We shall try to ensure is as near as possible to

the Site in the given circumstances; or

11.1.3 on shorter notice in the event of a fire or flood or other incident or occurrence at the Site which in Our opinion requires the Unit or any part of the Site to be closed or sealed off.

## **12.**

You must pay Us the Licence Fees for the minimum period of storage (if applicable) or otherwise the charge period specified in Part 1 on signature of this Licence. After that, You must pay the Licence Fees in advance on each Due Date.

12.1 If Your storage contract is linked to a minimum stay and You leave before this stay ends You will be liable for all charges to the end of the agreed minimum stay period (i.e. up to the earliest vacate date). If you enter into a Fixed or Flexible Licence Agreement with us (as detailed in Licence Type: Part 1 of this Licence) at the expiry of the Fixed Term or Discount Period the Storage Fee will change automatically to the Current Standard Variable Rate on our website on the expiry day with no separate communication to you.

12.2 If You do not pay any Licence Fees by the Due Date then We may immediately without notice to You withdraw any further discounts, deductions, business services (if applicable) or other rebates on the Licence Fees which We have agreed to grant to You.

12.3 In support of Our Green policy, We will not print or post invoices to Our customers. However, if requested, invoices will be sent via email.

## **13.**

We may alter the Licence Fees at any time by giving You at least 20 days written notice and the new Fees shall take effect on the day after this 20 day notice period. You may terminate this Licence without charge at any time before the new Fees take effect.

## **14.**

No payment will have been made until We have received clear funds. It is Your responsibility to see that payment is made directly to Us on time and in full throughout the period of storage. Any Licence Fees paid by direct transfer will not be credited to Your account unless You identify the payment clearly and as directed by Us so We can see it relates to Your account. We shall have no liability to You and You will cover any reasonable costs or losses incurred by Us if We take steps to enforce the Licence (including the sale of Goods) due to Your failure to identify a payment.

14.1 In the event that any cheque or direct debit is dishonoured, We will charge You an administrative charge of £15 each time the cheque is returned or direct debit is not allowed.

14.2 If You do not pay the Licence Fees by the Due Date then We will charge You Our standard late payment fees based on the length of time the payment is overdue as notified to You in Our late letters.

14.3 You will be responsible for and agree to pay any costs incurred by Us in collecting late or unpaid Licence Fees, or in enforcing this Licence in any way, including but not limited to postal, telephone, unit inventory, debt collection,

personnel and/or default action costs and associated legal and professional fees.

14.4 Where You have more than one licence with Us, all will form one account with Us and We may in Our sole discretion choose to apply any payment made by You or on Your behalf for this Licence against any debt due from You to Us on any licence in the account.

14.5 If You make a part payment of any of the Licence Fees outstanding under this Licence 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 Licence in respect of the Licence Fees which remain outstanding from You. The time period from which We may take such action will still start from the Due Date on which the original Licence Fees were due and the Due Date will not be extended as a result of Your part payment.

## **15.**

All sums payable to Us under the Licence will become due immediately upon termination of the Licence unless You have terminated this Licence due to Our negligence. Any calculation of the outstanding fees will be made by Us.

## **16.**

16.1 You must pay Us the Deposit on Your signature of this Licence. We may deduct from the Deposit any reasonable amount We may in Our sole discretion require to cover:-

16.1.1 any breach of Condition 9.6 (damage caused by You or Your agents);

16.1.2 any of the Licence Fees which have not been paid or any unpaid removal or other charges; or

16.1.3 any other obligation to Us that You have not performed.

16.2 We will return the balance of the Deposit to You (without interest) by credit card or electronic transfer, subject to the way You previously paid Your Licence Fee, no more than 21 days after this Licence terminates. If We are unable to process the repayment following vacation, unclaimed deposits and credit balances will be forfeited after 12 months.

16.3 If We deduct any monies from the Deposit You shall on request without delay make up the difference so that the Deposit balance is not reduced.

## **17.**

We take the issue of Prompt Payment very seriously and We have a right of lien over the Goods. A lien means that We have a right to retain the Goods until We have received full payment of the sums due to Us and We may sell or dispose of the Goods as described below. The lien lasts until the payment in full has been received by Us in cash, by bank transfer or when a cheque has been paid by Your bank.

## **18.**

Because the nature and type of goods being stored by You from time to time is entirely within Your discretion (subject to the restrictions in Conditions 7 and 8) You must ensure that the Unit is suitable for the storage of the goods that You store or intend to store in it. We cannot guarantee and make no assurance that any unit allocated to You is a suitable place or means of storage for any particular goods and

accept no liability in this regard. We strongly advise You to inspect the Unit before storing Goods in the Unit and from time to time throughout the period of this Licence. All Unit sizes are approximate and there may be small variations in Your Unit size from those described and We accept no responsibility for such inaccuracies. If You have exact requirements, You are required to ensure the size of the Unit allocated is correct with the Site before signing the Licence. In signing this Licence You agree to the actual size of the unit You use and not any represented unit size.

## **19.**

Please note that We do not insure the Goods whilst they are on Site, although please note that We can arrange insurance cover for the Goods. It is a condition of this Licence that the Goods remain insured at all times while they are in storage against all Normal Perils for their Full Replacement Value as New as specified by You in Part 1. Normal Perils in this Condition mean actual loss of or damage to Goods caused by fire, lightning, explosion, earthquake, storm, flood, escape of water from any apparatus, theft by violent or forcible means, subsidence, riot and civil commotion, malicious damage, impact by vehicles, aircraft or aerial devices, vermin damage, collapse or partial collapse of building.

19.1 You undertake to Us that:

19.1.1 prior to bringing the Goods onto the Site You have taken out adequate insurance in respect of the Goods under a policy which covers at least Normal Perils (as set out above) with a reputable insurance company and will not cause or allow that insurance cover to lapse whilst the Goods or any of them remain on the Site and You acknowledge that You shall be responsible for all uninsured risks including Normal Perils;

19.1.2 the insurance cover that You take out is for a sum which is at least equal to the full new for old replacement value of the Goods stored in the Unit from time to time; and

19.1.3 You will supply Us with evidence that You have taken out such insurance cover before You bring the Goods onto Site and promptly if We request You to provide evidence of such cover throughout the period of the Licence.

19.2 We do not give any advice concerning insurance even if it is facilitated by Us and it is for You to make Your own judgment whether such insurance is appropriate to cover the Goods and risks to them. Inspection by Us of any insurance documents provided by You to demonstrate cover does not mean We have approved the cover or confirmed it is sufficient.

19.3 In order to give You more protection, We may offer You the opportunity to benefit from cover under Our open cover insurance policy. If We agree to do this, then Condition 37 shall apply.

## **20.**

Without limiting Conditions 20.1 and 20.2, storage of Goods in the Unit is at Your sole risk. You will be responsible for and bear the risk of any and all theft, damage to, and deterioration of the Goods except where it is caused by Our negligence or breach of contract. As described in Condition 19, You must ensure that the Goods are insured at all times.



20.1 Nothing in this Licence is intended to limit Our liability to You where it would be unlawful to do so. This includes liability for physical injury to, or the death of, any person resulting directly from Our negligence or for fraud or wilful default or that of Our agents or employees.

20.2 Subject to Condition 20.1, Our total liability to You for theft, damage to, and deterioration of the Goods or other loss shall be limited to the sum of £100 (which We consider standard excess on household insurance cover, whether or not that policy would cover the Goods), even if the actual loss You suffer is more than that.

20.3 Subject to Conditions 20.1 and 20.2 above, We exclude all liability in respect of loss or damage:

20.3.1 caused by Us or Our employees or agents in circumstances where there is no breach of legal duty or care owed to You by Us or by any of Our employees or agents;

20.3.2 that is not a reasonably foreseeable result of any breach ( and something is reasonably foreseeable either if it is obvious it will happen or, if at the time this Licence was signed, both We and You knew that the loss or damage might happen);

20.3.3 if You are using the Unit in part or in whole for commercial purposes, for loss of profits (whether direct or indirect), loss of business opportunity, loss of goodwill, loss of contract nor for other economic loss (direct or indirect); or

20.3.4 which arises from or to the extent it is increased as a result of a breach by You of any term of the Licence.

20.4 For Normal Perils Your responsibility shall be limited to the excess on Your insurance cover.

20.5 You confirm that:

20.5.1 You have agreed on Part 1 of this Licence the full replacement value as new of all the Goods;

20.5.2 the full replacement value as new of the Goods stored in the Unit from time to time will not exceed that value unless You have agreed this in writing with Us.

20.6 In certain cases We may not be able to allow You access to the Unit or Site, or carry out some of Our other obligations because of something that is outside Our reasonable control. This could include any natural disaster, riot, strike or lock-out, trade dispute or labour disturbance, accident, breakdown of plant or machinery, fire, flood, electrical power failure, act of 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. If this happens then We will not be responsible for failing to allow access to Your Goods for so long as the event continues. We will try to minimise any effects arising from such circumstances, but if We have not managed to resolve the situation within 3 weeks You will be entitled to terminate the Licence without charge and to remove Your Goods at the earliest available opportunity.

20.7 You agree to comply with this Licence and all relevant laws and regulations that are or may be applicable to the use of the Unit. This includes laws relating to the Goods and how they are stored. You are responsible for any breach of those laws and You must compensate Us for the full amount of any claims, liabilities,

demands, damages, costs and expenses We incur due to Your breach of laws. If We have reason to believe that You are not complying with all relevant laws, We may take any action We believe to be necessary, including: and You agree We may take such action at any time even though We could have acted earlier.

20.7.1 the action described in Conditions 5 and 23.5;

20.7.2 contacting, cooperating with and/or submitting Goods to the relevant authorities; and/or

20.7.3 immediately disposing of or removing Goods at Your cost, and You agree We may take such action at any time even though We could have acted earlier.

## **21.**

You will reimburse Us for the full amount of all claims, demands, liabilities damages, costs and expenses (including reasonably incurred legal and professional fees) that We or others incur which arise out of either:

21.1 the use of the Unit or the Site by You or anyone You allow to access the Unit or the Site (including but not limited to the ownership or storage of Goods in the Unit, the Goods themselves and/or accessing the Unit or Site); or

21.2 breach of this Licence by You or anyone You allow to access the Unit or Site; or

21.3 Our costs of enforcing any Conditions of this Licence; or

21.4 Any dispute as to the ownership of the Unit and/or Goods or as to the person who is entitled at law to have possession of the Unit and/or Goods.

21.5 You will not be responsible for losses We incur which arise from Our breach of this Licence (including where Our breach has put You in breach of this Licence).

21.6 Your responsibility for outstanding moneys, property damage, personal injury, environmental damage and legal responsibility under this Licence continues to run beyond the termination of this Licence.

## **22.**

This Licence shall expire on the Licence End Date or if no Licence End Date is specified in Part 1 and the Licence renews periodically after the minimum storage period then it can be terminated as described in Condition 23.

## **23.**

Either You or We may terminate this Licence as follows:- (and in each case where We or You can terminate immediately, the Licence End Date shall be the date the notice is effectively served on You or Us under Condition 34); and

23.1 by giving not less than the agreed written notice stated in Part 1 (usually fourteen (14) days) to the other and termination will take effect from the date specified in the notice or (if no date is specified) the date which is fourteen days after the date of the notice, which shall be the Licence End Date; or

23.2 if We commit a breach of this Licence, which We do not put right within 14 days of You notifying Us of it, then You may immediately terminate this Licence; or

23.3 if We notify You of any change to the Licence Fees or any other Condition of this Licence and You do not accept the change, You may terminate this Licence without charge at any time before the new or amended Conditions take effect by notice in writing to Us; or

23.4 if You undertake any illegal or environmentally harmful activities then We may immediately terminate this Licence; or

23.5 if You breach this Licence in any other way and, if that breach can be put right, You do not put that breach right within 14 days of Us notifying You of it then We may immediately terminate this Licence, (and in each case where We or You can terminate immediately, the Licence End Date shall be the date the notice is effectively served on You or Us under Condition 34); and

23.6 if We enter the Unit for any reason and there are no Goods stored in it, We may terminate the Licence without giving prior Notice but will send Notice to You within 7 days.

**24.**

On the Licence End Date, You must remove all goods from the Unit and leave the Unit clean and tidy and in the same condition as at the Licence Commencement Date. If You do not do so, You shall pay Our reasonable costs of cleaning the Unit or disposing of any Goods or rubbish left in the Unit or on the Site. We may treat Goods remaining in the Unit after the Licence End Date as abandoned and may dispose of them in accordance with Conditions 17.3 to 17.8. You will also be responsible for the removal of any rubbish You create during this Licence. We do not provide waste bins for Your use. If You leave rubbish on the Site or use Our bins a charge will be applied to Your account for the cost of its removal.

**25.**

The Licence Fees will be apportioned on a daily basis for any period of less than the charge period. Where this Licence has terminated and You have paid more of the Licence Fees and charges than are due at the Licence End Date, We will refund the balance to You after deduction of any payments due to Us as if the balance were a Deposit under Condition 16. Where any payments are still outstanding from You which are not covered by the remaining Deposit, You must pay Us in full before We will release the Goods to You. Any calculation of the outstanding fees will be done by Us. If You do not pay Us such amounts, Condition 17 may apply.

**26.**

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.

**27. PERSONAL INFORMATION**

27.1 We collect information about You on registration and whilst this Licence continues, including personal data (Your Data). We process Your Data in accordance with the Data Protection Act 1998 or such other applicable law which may supersede the Data Protection Act 1998 in the future.

27.2 We will use Your Data for the purposes of this Licence, to process payments, communicate with You and generally maintain Your account. More detail as to how and why We collect information about You, how We will use it and Your rights in relation to Your Data are set out in Our Customer Privacy Policy which is available on Our website. We will ask for Your specific consents and preferences regarding the use of Your Data as and when We are required by law to do so.

27.3 We may share Your Data with, and collect information about You from, credit reference or fraud prevention agencies (including Police, Counter Terrorism and HM Customs & Excise), Debt Collection agencies and trade associations of which We

are a member. If You apply for cover under Our insurance policy, We will pass Your details on to the insurer, who may enter such information onto a register of claims shared with other insurers to prevent fraudulent claims.

27.4 We will release Your Data and other account details at any time if We consider in Our sole discretion this is appropriate: (a) to comply with the law; (b) to enforce this Licence; (c) for fraud protection and credit risk reduction; (d) for crime prevention or detection purposes; (e) to protect the safety of any person at the Site, (f) if We consider the security of any unit at the Site or its contents may otherwise be put at risk. Also, if We sell or buy any business or assets, We may disclose Your Data and account details to the prospective seller or buyer of such business or assets. If substantially all of Our assets are acquired by a third party, Your Data and account details will be one of the transferred assets.

27.5 You have the right to request a copy of the information that We hold on You. If You would like a copy of some or all of Your personal information held by Us, please e-mail or write to Us at the address provided in Part 1.

27.6 You will be required nominate one or more people as Authorised Contact Persons (ACP) to manage Your account at the time You sign this Licence or notify Us in writing at any later time if you wish to change the ACP. You may (but are not obliged to) nominate one or more people as Authorised Access Persons (AAP) to have access to the Unit by naming them as AAP in Part 1 or notifying Us in writing at any later time.

27.7 For Your nominated ACP, You authorise Us to contact that person, provide and discuss the details of Your account and any default of this Licence by You and generally to deal with such Alternative Contact as Your agent in relation to this Licence, in particular if We are unable to contact You at the contact details You have supplied to Us for any reason.

27.8 You confirm that You have the right to provide to Us the personal data of any such ACP or AAP and to authorise Us to use such data for the specific purposes set out in Conditions 27.6 and 27.7. You agree to inform Us in writing of any changes to Your details or those of any ACP or AAP as soon as possible following the change.

27.9 We will not share Your Data with a person identifying themselves as Your spouse or partner unless such person is named as an ACP to manage Your account.

27.10 We would like to send You information on products or services provided by Us and/or other companies in Our group in response to requests from You or if We believe they may be of interest. We will only do this if You have consented to this in Part 1. If You have consented to this in Part 1, You may opt out at a later date by contacting Us by letter or on the telephone number or e-mail address set out in Part 1.

## **28.**

You acknowledge and agree that:

28.1 the terms of this Licence constitute the whole contract with Us;

28.2 in entering this Licence, You have not relied on any statements or representations made orally or otherwise which are not included in this Licence;

28.3 You have raised all queries relevant to Your decision to enter into this Licence with Us and We have, prior to You entering into this Licence, answered all such queries to Your satisfaction;

28.4 any matters resulting from such queries have, to the extent required by You and agreed to by Us, been recorded in writing in the terms of this Licence; and

28.5 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 later deciding to exercise or enforce that right unless We tell You in writing that We have waived or given up Our ability to do so.

**29.**

If any part of this Licence is found to be void or unenforceable then that part of the Licence shall be removed, but the remainder of this Licence will continue to apply.

**30.**

This Licence is personal to You. You may not transfer this Licence, to any other person, firm or company and a breach of this Condition is a serious breach under Condition 23.5.

**31.**

No one other than You or Us will have any rights to enforce any of the Conditions of this Licence.

**32.**

This Licence shall be governed by the laws of England and Wales. Any dispute or claim that either You or We bring will be decided on the basis of the laws of England and Wales by the Courts of England and Wales alone unless You request that Your local United Kingdom jurisdiction or law should apply (in which case that other relevant United Kingdom jurisdiction and/or law shall apply). Before taking any court proceedings for anything arising out of this Licence, both You and We agree to try to settle any dispute by informal conciliation. The complaining party shall inform the other party in writing of the dispute in as much detail as possible. If the dispute cannot be resolved, You and We agree to use the Centre for Effective Dispute Resolution ([www.cedr.com](http://www.cedr.com)) to try to resolve the dispute amicably. If the dispute is not resolved within ninety (90) days after notice of the dispute has been given, You or We may submit the dispute to the Court. This Condition does not affect the right of either You or Us to terminate this Licence.

**33.**

Where You are two or more persons Your obligations under this Licence shall be obligations of each of You jointly and separately.

**34.**

If You need to contact Us, please contact Us at the address at the start of the Licence. We will also contact You at the address You have given in this Licence unless You let Us know in writing of a different address.

**35.**

We reserve the right at any time to modify this Licence and to change, impose new or additional Terms & Conditions on Your Licence. Such modifications and/or additional Conditions will be notified to You in writing, by post or email, giving You 20 days' notice of their effective date. If You continue to use the Unit, We will be entitled to take this as Your acceptance of the new or amended Conditions. If You do not want to accept the new or amended Conditions, You may terminate this Licence without charge at any time before the new or amended Conditions take effect by

notice in writing to Us.

**36.**

36.1 Any notice which is given by either You or Us: 36.1.1 must be given in writing (delivered by hand or by post) or via email;

36.1.2 if given by Us, notice shall be addressed to You and posted or emailed to Your address / email address contained in Part 1 of this Licence or any other address in the United Kingdom that You have notified to Us in writing; and

36.1.3 if given by You, notice must be addressed to Us and posted or emailed to Our address / email address contained in Part 1 of this Licence.

36.2 A notice will be served at the time of delivery by hand or 48 hours after it was placed in the post or at the time the e-mail was sent by the sender, provided that the sender does not receive an e-mail message stating that the e-mail has not been received by the intended recipient.

36.3 You are to notify Us promptly in writing of a change of Your address, phone numbers and email address shown in Part 1 of this Licence, any change in Your insurance details or billing details and/or any change to the contact details provided for any Alternate Contact Person.

**37.**

**Additional Conditions if We agree to provide insurance cover under Our Open Cover Policy. If there are any inconsistencies between the additional Conditions in this section and the rest of the Conditions, then the additional Conditions in this section will take precedence.**

37.1 If We have agreed to let You have the benefit of cover under Our insurance policy, We will take out and maintain a contract of insurance in accordance with a Confirmation of Insurance document provided to You at Part 4. If You give Us written notice that You wish to Your Goods to be covered under this policy, this will provide cover for the Goods for the value stated by You as the Full Replacement Value As New of the Goods in Part 1. You will be required to pay Us an Insurance Administration Fee for this cover.

37.2 We do not carry out any valuation of the Goods and We are not responsible for ensuring that the Full Replacement Value As New of the Goods as stated by You in Part 1 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 the value of Goods insured is maintained at an adequate level throughout the period of this Licence and You should carry out regular reviews of the Goods to ensure that this is the case.

37.3 If loss or damage occurs to the Goods as a result of any matter which may result in a claim under Our insurance policy, after receipt from You of a written direction to notify a claim, We will notify the insurer promptly of the claim. For the purposes of processing any such claim, You will provide Us, Our insurer or any agent of Our insurer appointed to investigate such claim with such information and evidence as may reasonably be required in relation to the claim.

37.4 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 policy in respect of loss or damage to the Goods, You agree that Our

liability to make any payments to You in relation to any such claim is restricted to payment to You of those sums that We receive from Our insurer under Our insurance policy in relation to the Goods.

37.5 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

37.6 We do not give any advice concerning the insurance cover provided under Our insurance policy. It is for You to make Your own judgment whether such insurance is appropriate for Your needs or whether You would like to take out additional insurance cover for the Goods at any time.

37.7 Nothing in this Condition 37 shall make or be deemed to make Us Your agent.

37.8 If You fail to pay any insurance charges then any insurance cover in respect of the Goods will cease immediately from the date such charges are due.

37.9 You must check the cover under Our insurance policy by reviewing the separate declaration in Part 4.

37.10 You confirm that:

37.10.1 You have agreed on Part 1 of this Licence the full replacement value as new of all the Goods; and

37.10.2 the Full Replacement Value As New of the Goods stored in the Unit from time to time will not exceed that value unless You have agreed this in writing with Us.

### **Covid 19:**

During the Covid 19 pandemic, all customers should take extra care whilst on site to protect themselves and the Springfield Self Storage Team.

Customer access may be restricted or reduced.

Our receptions are generally low traffic areas but additional measure have been put in place in line with government guidelines to make our premises COVID secure. Where possible only visit our reception on your own and maintain social distancing.

We will not be accepting cash or cheques until further notice. Direct debit is our preferred method of payment. We will accept payment by debit and credit card by phone, in person or through your online account.

We will not be signing for customer deliveries but will place them in a secure unit and notify you of receipt of a delivery. You must collect your parcel within 48 hours of notification from Springfield Self Storage. No deliveries will be allowed to be left in our store loading bays overnight.

Where applicable the Forklift Truck service will be available by appointment only. Please request this by email and await confirmation from the store team before arranging any deliveries. No customers will be allowed to drive our forklift truck until further notice.

The access to your storage unit remains unchanged as it has throughout the current COVID 19 pandemic.

You should maintain social distancing at all times whilst on site, we have increased

signage in our loading bays reminding customers about the social distancing guidelines as well as adding floor markers in each loading bay.

- Our facilities have sinks available for you to wash your hands with soap and water. Please feel free to do this as you enter and exit your Springfield Self Storage facility.

The cleaning of all trolley handles, pallet truck handles and regular touchpoints such as lift buttons, door handles and toilets has been increased in store.

Version: October 2021