

These conditions explain yours and our rights, obligations and responsibilities under the agreement constituted by these conditions and our quotation. These conditions can be amended only by prior written agreement between you and us. **PLEASE READ ALL OF THIS DOCUMENT BY SETTING UP & MAKING PAYMENT YOU ARE ACCEPTING THE TERMS & CONDITIONS**

Terms of the Contract

nowstorage.co.uk is operated by Now Storage Ltd of Homme Farm, Hom Green, Ross on Wye, Herefordshire, HR9 7TF ('The Operator'). Stored at Now Storage Manydown Park, Wootton St Lawrence, Basingstoke, RG23 8PQ or Now Storage Basingstoke, Bessemer Park, Bessemer Road, Basingstoke, RG21 3NB or Now Storage Winchester, Balldown Business Centre, Stockbridge Road, Sparsholt, Winchester, S021 2PJ or Now Storage Pershore, Throckmorton Airfield, Long Lane, Throckmorton, Pershore, WR10 2JH or Now Storage Reading, James Farm, James Lane, Reading, RG7 1NB, Now Storage Ross On Wye, Jays Green Yard, Gorsley, Ross on Wye, HR9 7UH or Now Storage Newbury, Raceview Business Centre, Hambridge Road, Newbury, RG14 5SA or Now Storage Oswestry, Bryn Y Plentyn, Middleton, Oswestry, Shropshire, SY11 4LP or Now Storage Swindon, Oppenheimer Centre, Greenbridge Road, Greenbridge Industrial Estate, Swindon, SN3 3LH('Storage address')

This agreement is made between:

- The Operator (Now Storage Ltd) and
 - (the customer')
 - The Stored item (use of Storage container or unit) or (allocated parking space for caravan or similar item)
1. The Operator agrees during the subsistence of this License to allow the Customer to store his/her goods in the Storage Container (s) or use a parking space for storing a caravan or similar item on a specifically allocated part of the Site ('the Allocated Area'), on a rolling 4 weekly contract subject to the conditions set out below. The Expiry Date is to be set by either the 'Operator' or 'the customer' by giving 30 days written notice.
 2. A first payment of the first 4 weeks to be made on the signing of this agreement and then an amount every 4 weeks until the ('the Expiry Date')
 3. This License is personal to the Customer and cannot be assigned nor the benefit passed on by the Customer to any other person, firm or company.
 4. For caravan storage and container storage, access to the site is between the hours of 7.00am – 7.00pm Monday - Sunday (all access times may be subject to alteration)
 5. The customer agrees to keep the stored item(s) secured at all times and I understand that this license does not give me exclusive possession of the unit or 'the allocated area'.
 - 5.1. Storage containers must be at all times locked with the padlock provided. No external padlock to be used. If an external padlock is found it will be removed.

- 5.2. Caravans, motorhome, boats & trailers must all be secured at all times with a wheel lock and tow bar lock if applicable.
6. Goods that must not be submitted for storage
 - 6.1.1. The items listed below are examples but not an exhaustive list of goods that may present risks to health and safety or may carry other risks that prohibit their storage.
 - 6.1.2. Stolen goods, drugs, pornographic material, potentially dangerous, damaging or explosive items including; gas bottles, aerosols, paints, firearms and ammunition.
 - 6.1.3. Jewellery, watches, precious stones or metals, money, deeds, securities, stamps, coins, or goods or collections of any similar kind.
 - 6.1.4. Plants or goods likely to encourage vermin or other pests or to cause infestation or contamination.
 - 6.1.5. Perishable items and or those requiring a controlled environment, animals, birds or fish. Also any liquid that can freeze or responds to changes in temperature.
- 6.2. If you submit such goods without our knowledge, we will endeavour to make them available for your collection and if you do not collect them within a reasonable time we will dispose of such goods without notice. In addition, you will be liable to indemnify us against any charges, expenses, damages, legal costs or penalties incurred by us in relation to such prohibited goods. Furthermore we will not be liable to you for any damage or loss incurred or suffered by you as a result of our disposal or destruction of such prohibited goods.
- 6.3. All stored items must be adequately insured by their owner up to and including total loss for the purpose of storage at this site, and must be kept insured during the period of storage.
 - 6.3.1. Storage containers must be insured at all times during period of storage. **Please ask for insurance information if needed.**
 - 6.3.2. Caravans, motorhomes, boats & trailers must be insured at all times during period of storage. **Please provide this upon request.**
- 6.4. All stored items, areas and the allocated plot area must be kept tidy and no litter left behind.
7. No trading is permitted from the site, and stored items must not be offered or advertised for sale while on site.
8. Storage Container (s) or caravan, motorhome or boat must not be inhabited during the storage period.
9. No major repairs to any item stored to be carried out on site.
10. The rental fee for the rental period is payable either on a 4 weekly direct debit or advance by cheque. We also accept payment by UK credit & debit cards. The proprietor has the right to alter the rental fee by giving due notice to the plot holder.
11. The Operator reserves the right to change the price of storage by giving 30 days written notice.
12. In the event of the storage fee being overdue a **Legal Lien** will be attached to the stored item(s), and will remain in force until the arrears are settled in full or the **Lien** is otherwise discharged.
13. In the event of a negative response to notification of the **Lien**, legal action will be taken to sell the stored items via **The Torts Interference with Goods Act 1977**. The outstanding arrears will be deducted from the proceeds of the sale, as will any costs incurred. Any remaining balance

will be retained to await your collection. The proprietor warrants that he/she will seek to obtain the best price available based on current market values.

14. The operator excludes all liability caused by **Rodent Infestation**. There is an active pest control programme in place to cover the site.
15. In the performance of this contract of bailment the proprietor will at all times act with due diligence in providing secure storage.
16. The operator excludes in so far as the law permits all liability for loss or damage howsoever caused.
17. Any changes to the details provided by the plot holder in this agreement to be notified to the proprietor without undue delay.
18. The operator reserves the right alter or terminate this contract at any time upon giving Thirty days written notice to the stored item's owner/plot holder. The balance will be refunded.
19. Children must be under adult supervision at all times.
20. No smoking on site at anytime

You have received the terms & conditions as part of agreeing to your storage contract. By making payment by direct debit, standing order, cash, cheque, debit or credit card you are accepting the terms and conditions and entering into a legally binding contract.

* If you would like an insurance quote please contact the main office and we would be more than happy to help.



Late Payment Policy 2019

All storage payments are strictly 4 weeks payment in advance, unless agreed in writing via email with a member of Now Storage staff.

We have a statutory right under the Late Payment of Commercial Debts Regulations 2013 to add interest and late payment compensation to any sum outstanding.

Interest rate charge: will be set at 5% above The Bank of England Base rate (currently 0.75%). The interest rate will be charged on the full amount outstanding.

Late Payment Charge: Late payment charge of £15.00 of all payments that are not received in full.

Interest and late payment charges will be applied to any account that is 14 days or more overdue.

Example: Balance due £135.00
Interest Rate Charge: 5.50% = £7.43
Late payment charge: £15.00

Total now due = £157.43

If after 28 days we proceed to issue a Notice Imposing Obligation to Collect Goods and of Intention to Sell Pursuant to Torts (Interference with Goods) Act 1977. We will charge **£175.00 + VAT** to cover solicitors and additional office and administration costs. This will be added to your balance.

As a small business our customers paying on time is fundamental to us functioning. Now Storage Ltd is a family run business and we are always willing to help support people that fall into genuine financial difficulty.

If you are in financial difficulty, please contact us early so we can help.



Self Storage Insurance Policy Summary

These are the terms and conditions of the Insurance provided by Royal & Sun Alliance Insurance plc. (RSA)(the Insurer) and arranged by Basil E Fry & Company Ltd (the Broker).

DURATION OF COVER

Your property is covered from the time it is placed in the Self Storage unit until the time it is finally removed from storage, subject to you maintaining the insurance via payment of the required insurance charges.

RISKS COVERED

The Insurer will pay for any loss or damage, up to the value declared by you, to the Self Storage Operator, subject to the conditions and exclusions detailed below.

“New for Old”

In the event of total loss, destruction or damage beyond repair of any article the basis of settlement shall be the cost of replacing or reinstating the article, providing the article is substantially the same as but not better than the original when new.

“New for Old” cover shall not apply to Household Linen and Clothing and Insurers will take into consideration the age, quality, degree of use and consequent market value of any item.

Basis of settlement for Documents

The basis of claims settlement shall be limited to the physical cost of replacing the documents excluding the value of the information contained thereon and/or cost of reprinting, reissue and/or reconstitution UNLESS the specific archival and document extension is effective.

Where the archival and document extension is effective the basis of settlement shall be to indemnify the insured for reasonable costs of reprinting and/or reasonable costs of reissue and/or reconstitution including, where applicable, fresh research or exploration to obtain essential information.

PROPERTY WHICH IS NOT INSURED

A. Furs exceeding £100 in value, Jewellery, Watches, Precious Stones and Metals, Money, Coins, Deeds, Bonds, Securities, Stamps of all kinds, Manuscripts or other Documents or Electronically held Data Records, Mobile Telephones.

B Perfumery, Tobacco Products, Foodstuffs, Wine, Spirits and the like, Firearms and Explosives.

C. Livestock, Plants or Perishable Goods of any kind.

D. Electronic articles are limited to a total of £10,000.

EXCLUSIONS

Insurers will not pay claims for

1. Loss or theft of items other than following violent and forcible entry to or exit from the storage premises.

2. Accidental damage unless as a direct result of violent and forcible entry to or exit from the storage premises.

3. Loss or damage caused by wear and tear, gradual deterioration inherent vice or latent defect

4. Loss or damage caused by Damp, Mould, Mildew, or Rust unless caused by the negligence of the Operator.

5. Climatic Causes.

6. Loss or damage caused by Leakage of Liquid from any Receptacle or Container within the Customer's own unit(s)

7. Indirect or consequential loss of any kind or description.

8. Electrical, electronic or mechanical derangement to any electrical, electronic or mechanical items, unless external physical damage has occurred, or as a result of fire, derailment, collision or overturning of the conveying vessel, vehicle or aircraft. Any loss of or damage to electronic equipment resulting from configuration failure of the controlling software and/or microchip.

9. Confiscation or destruction or damage under the order of any Government, public or local authority.

10.

(A) War. Any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributing cause or event – war invasion act of foreign enemy hostilities or a warlike operation or operations (whether war be declared or not) civil war rebellion revolution insurrection civil commotion assuming the proportions of or amounting to an uprising military or usurped power.

(B) Terrorism. Harm or damage to life or to property (or the threat of such harm or damage) by nuclear and/or chemical and/or biological and/or radiological means resulting directly or indirectly from or in connection with Terrorism regardless of any other contributing cause or event. Terrorism is defined as any act or acts including but not limited to

(i) the use or threat of force and/or violence and/or

(ii) harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes

(C) any action taken in controlling, preventing, suppressing or in any way relating to (A) or (B) above

(D) Radioactivity. Ionising radiations from or contamination by radioactivity from any nuclear fuel or from nuclear waste from the combustion of nuclear fuel.

(E) Loss, damage, liability or expense directly or indirectly caused by or contributed to or by or arising from

(i) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof,

(ii) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter,

(iii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes,

(iv) any chemical, biological, bio-chemical or Electro-magnetic weapon,

(v) the use or operation, as a means of inflicting harm, of any computer, computer system, computer software programme, computer virus or process or any other electronic system.

11. Loss, damage or expense caused by any Terrorist or any person acting from a political motive whilst your effects are in transit.

12. The first £50.00 of any claim (the policy excess).

CONDITIONS

Under Insurance

If the sum insured is less than the actual value of your property at the time of loss, then you will only be entitled to be paid that proportion of the loss which the sum insured bears to the value of the property removed and/or stored.

Pairs and Sets

It is the intention to pay the actual value of individual items. It is not the intention to pay for items which are not affected. If, therefore, a claim is made for an item which is part of a pair or set, then Insurers will only pay the actual value of that item in isolation. The payment will be made without reference to any particular value the item might have acquired simply because it is part of a pair or set.

Insurers Rights

Subject to payment of the actual value of a damaged item by Insurers, they may at their discretion take over ownership of the property. No property may be abandoned to Insurers.

Fraud

If a claim is fraudulent in any way, it will not be paid. The insurance will be deemed not to have attached and no premium will be refunded.

Jurisdiction

The parties to this contract have the right to choose the law that should apply. Insurers choose to apply English Law except for those customers who at

inception of the contract are domiciled in Scotland, Northern Ireland, Channel Islands or Isle of Man where their own law will apply.

Claims Notification

Any claim must be advised in detail to the Self Storage Operator in writing within seven days of discovery of damage/loss. However if you arrange your own collection from store then any claim must be notified at the time of departure.

Complaints Procedure

We aim to provide you with a first class service. If we have not delivered the service that you expect or you are concerned with the service provided, we would like the opportunity to put things right. Our Complaints process:-

Initially, contact us to raise your concerns at:
Basil Fry & Company Ltd,
Swan House
Swan Centre
Leatherhead, Surrey KT22 8AH
Tel: 01372 385985

1. If we cannot resolve your complaint, we will pass the complaint through to RSA within 24 hours.

2. If your complaint is not resolved or you are not happy with our response and the course of action proposed, you can progress your complaint to RSA Customer Relations Office, who will carry out a separate investigation in an attempt to resolve your complaint and will issue a final decision.

Customer Relations Contact Details

Customer Relations Office
Dean Clough Industrial Park, Bowling Mill
Halifax HX3 5WA
Tel: 0800107 6160 Fax: 01422 325146
halifax.customerrelationsoffice@uk.royalsun.com

If you are still not satisfied RSA is regulated by the Financial Conduct Authority whose arbitration service is in the Financial Ombudsman Service, and you may be able to refer your complaint to them.

Financial Ombudsman Service
South Quay Plaza, 183 Marsh Wall
London E14 9SR
Tel: 0845 0801800
Email: enquiries@financial-ombudsman.org.uk

Your rights as a customer to take legal action remain unaffected by the existence or use of any complaint procedures referred to above. However, the Financial Ombudsman Service will not adjudicate on any cases where litigation has commenced.

Removal Claims Service is a trading name of Basil E Fry & Co Ltd who are authorised and regulated by the Financial Conduct Authority.