

Now Storage Ltd Terms & Conditions & License Agreement

Terms of the Contract

nowstorage.co.uk is operated by Now Storage Ltd a company registered in England and Wales with the company registration number 07279723 whose registered office is at The Homme, Hom Green, Ross-On Wye, Herefordshire, HR9 7TF ('the **Operator**'). The storage sites which the Operator currently operates from (which may change subject to the acquisition of any further sites or sale of any existing sites) are as follows: Now Storage Manydown Park, Wootton St Lawrence, Basingstoke, RG23 8PQ or Now Storage Basingstoke, Bessemer Park, Bessemer Raod, 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 or Now Storage Rogiet, Railway Terrace, Rogiet, Caldicot, NP26 3JG or Now Storage Newent, Strawberry Hill, Newent, Gloucestershire, GL18 1LH or Now Storage Hereford, Three Elms Trading Est, Three Elms Road, Hereford, HR4 9PU ('the **Site**')

This agreement is made between the Operator and the Customer and together with the agreement front sheet sets out the Customer's rights, obligations and responsibilities under the agreement in respect of the Unit or Vehicle Space supplied to the Customer by the Operator ("**Agreement**")

STORAGE:

1. So long as all fees are paid up to date, Customer: (a) is licensed to store Goods only in the Unit allocated to Customer by Operator on a rolling 4 weekly contract subject to the conditions set out below; (b) has sole knowledge of the Goods in the Unit (c) warrants that at all times it is the owner of the Goods in the Unit and/or entitled at law to deal with them in accordance with all aspects of this Agreement as agent for the owner and (d) (if relevant) is licensed to use a parking space for parking an automobile, motorbike, caravan or similar vehicle on a specifically allocated part of the site "Vehicle Space".

2. Subject to Condition 5, Operator: (a) does not have and will not be deemed to have knowledge of the Goods; (b) is not a bailee or a custodian nor a warehouseman of the Goods and Customer acknowledges that Operator does not take possession of the Goods; and (c) does not grant any lease or tenancy of the Unit or Vehicle Space.

COST:

3. Customer must make the first payment of the first 4 weeks on signing this Agreement.

4. Customer is responsible to pay: (a) the Storage Fee (being the amount set out in the cover sheet or as most recently notified to Customer by Operator) payable in advance on the first day of each 4 weekly storage period (**Due Date**) and it is Customer's responsibility to see that payment is made directly to Operator on time and in full throughout the period of storage. Operator does not normally bill before fees. Any Storage Fees paid by direct debit will not be credited to Customer's account unless the Customer identifies the payment clearly and as directed by Operator and Operator shall have no liability to and shall be indemnified by Customer if Operator takes steps to enforce the Agreement (including the sale of Goods) due to the Customer's failure to identify a payment. Operator will not accept that payment has been made until it has received cleared funds and, if a cheque or direct debit is dishonoured, may charge the Return Fee; (b) the Cleaning Fee, to be invoiced at Operator's discretion in circumstances described in this Agreement; (c) a late payment fee each time a payment is late; (d) any costs incurred by the Operator in collecting late or unpaid Storage Fees, or in enforcing this Agreement in any way, including but not limited to postal, telephone, debt collection, personnel and/or default action costs and associated legal and professional fees; and (e) any government taxes or charges (including any value added tax) levied on any supplies made under this Agreement. Where Customer has more than one agreement with Operator, all will account with Operator and Operator may in its sole discretion elect to apply any payment made by or on behalf of Customer on this Agreement against the oldest Debt due from Customer to Operator on any agreement in the account.

DEFAULT – RIGHT TO SELL OR DISPOSE OF GOODS:

5. Operator takes the issue of prompt payment very seriously and has a right of lien. Without prejudice to Condition 35, if any sum owing to Operator is not paid when due, Customer authorises Operator without further notice to: (a) refuse Customer and its agents access to the Goods, the Unit and the Site and overlock the Unit until the amount due and all interest and other fees related to it (**Debt**) have been paid in full; (b) enter the Unit and inspect and/or remove the Goods to another unit or site

and to charge Customer for all reasonable costs of doing so on any number of occasions; and (c), Hold onto and/or ultimately sell or dispose of some or all of the Goods in accordance with Condition 7. Customer acknowledges that (a) Operator shall be entitled to continue to charge for storage. From the date the Debt becomes due until payment is made in full or the Goods are sold or disposed of; (b) Operator will sell the Goods as if Operator was the owner and will pass all rights of ownership in the Goods to the buyer; and (c) if Customer does not pay fees on the Due Date, the value of any discounts and special offers (including periods of free storage) which Customer has received will be payable by Customer in full.

6 On expiry or termination of this Agreement, if Customer fails to remove all Goods from the Unit, Operator is authorised to treat the Goods as abandoned and may sell or dispose

of all Goods by any means in accordance with Conditions 7 to 10. Customer is liable for Storage Fees for the period from abandonment to the sale or disposal of the Goods

(**Debt**). Termination or expiry of this Agreement shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

7. Before Operator sells or disposes of the Goods, it will give Customer notice in writing directing Customer to pay (if Customer is in default) or collect the Goods (if they are deemed abandoned). This notice will be sent by registered or recorded delivery to the address last notified by Customer to Operator in writing and by email if you have elected not to receive traditional mail. If no address within the UK has been provided, Operator will use any land or email address it holds for Customer and any ACP. If Customer fails to pay the Debt and/or collect the Goods (as appropriate) within one month of this notice Operator will access your space and begin the process to sell or dispose of the Goods. Customer consents to and authorises the sale or disposal of all Goods without further notice regardless of their nature or value. Operator will sell the Goods for the best price reasonably available in the open market, taking into account the costs of sale. Operator may also require payment of default action costs, including any costs associated with accessing the Unit and disposal or sale of the Goods, which shall be added to the Debt.

8. 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, Customer must pay Operator the balance within 7 days of a written demand from Operator. Operator 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 Customer, Operator will hold the balance for Customer but no interest will accrue on it.

9. If, in the opinion of Operator and entirely at the discretion of Operator, a defaulting Customer's 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, Customer authorises Operator to treat the Goods as abandoned and Operator may dispose of all Goods by any means at Customer's cost. Operator may dispose of Customer's Goods in the event that Goods are damaged due to fire, flood or other event that has rendered them, in the opinion of the Operator, severely damaged, of no commercial value, or dangerous to persons or property. Operator does not need the prior approval of Customer to take this action but will send Notice to Customer within 7 days of assessing the goods.

10. Any items left unattended in common areas or outside the Customer's Unit at any time may at Operator's discretion be moved, sold or disposed of immediately with no liability to Operator.

ACCESS:

11. Customer has the right to access the Unit during hours as posted by Operator from time to time and subject to the terms of this Agreement. Operator will try to provide advance warning of changes to hours by notice at the Site but reserves the right to change hours temporarily to other reasonable times without giving prior notice. Access to the Vehicle Space is between the hours 7.00am – 7.00pm Monday- Sunday only (all access times may be subject to alteration by Operator). All children on Site must be under adult supervision at all times and Operator shall accept no liability whatsoever in relation to any such children.

12. Only Customer or others authorised or accompanied by Customer (its **Agents**) may access the Unit. Customer is responsible for and liable to Operator and other users of the Site for its own actions and those of its Agents. Operator may (but is not obliged to) require proof of identity from Customer or any other person at any time and, at Operator's sole discretion, may refuse access to any person who is unable to produce satisfactory proof.

13. Operator may refuse Customer access to the Unit and/or the Site where moneys are owing by Customer to Operator, whether or not a formal demand for payment has been made, or if Operator considers the safety or security of any person, unit or goods on or at the Site will be put at risk.

14. Customer should not leave a key with or permit access to the Unit to any person other than its own Agent who is responsible to Customer and subject to its control. If Customer does so, it does so at its own risk.

15. Customer authorises Operator and its agents and contractors to enter the Unit in the following circumstances and to break the lock if reasonably necessary to gain entry: (a) on not less than 7 days' notice to inspect or carry out repairs or alterations to the Unit or any other part of the Site; (b) without prior notice (but with notice as soon as practicable after the event) in the event of an emergency (including for repair or alteration) or to prevent injury or damage to persons or property; or if Operator believes the Unit is being used to store prohibited goods or for a prohibited purpose; or if Operator is obliged to do so by law, by the Police, Fire Services, Trading Standards, HM Revenue & Customs, competent authority or by a Court Order; or to relocate the Goods or exercise Operator's lien or power of sale or disposal in accordance with this Agreement.

CONDITIONS:

16. The Operator will provide the Customer with a secure padlock for the Unit. The Customer is solely responsible for ensuring it is locked so as to be secure from unauthorised entry at all times when the Customer is not in the Unit. The Customer agrees to keep the stored item(s) secured at all times and agrees that storage containers must be locked with the padlock provided and agrees that no external padlock is to be used. In the event that the Operator finds an external padlock in use, the padlock will be removed. Operator will not be responsible whatsoever for locking any unlocked Unit. Customer is not permitted to apply a padlock to the Unit in Operator's overlocking position and Operator may have any such padlock forcefully cut off at Customer's expense. Where applicable, Customer will secure the external gates and/or doors of the Site.

17. Customer must not store (or allow any other person to store) any of the following in the Unit: (a) food or perishable goods unless securely packed so they are protected from and do not attract vermin; (b) any living creatures; (c) combustible or flammable substances such as gas, paint, petrol, oil, cleaning solvents or compressed gases; (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 (such as toys, electrical goods, medicines, aerosols, cosmetics, fireworks); (h) goods which are environmentally harmful or that are a risk to the property of any person; and (i) items which are irreplaceable, such as currency, jewellery, furs, deeds, paintings, curios, works of art and items of personal sentimental value. Customer will be liable under Condition 28 for any breach of this Condition 17.

18. Customer will use the Unit solely for the purpose of storage and shall not (or allow any other person to): (a) use the Unit as offices or living accommodation or as a home, business or mailing address; (b) use or do anything at the Site or in the Unit which may be a nuisance to Operator 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 Unit); (c) use or do anything at the Site or in the Unit which may invalidate or increase premiums under any insurance policies of Operator or any other person; (d) paint or make alterations to or attach anything to the internal or external surfaces of the Unit; (e) connect or provide any utilities or services to the Unit unless authorised by Operator; or (f) cause damage to the Unit or any part of the Site (which includes by removal, haulage or delivery contractors) or create any obstruction or leave items or refuse in any common space within the Site.

19. Customer must maintain the Unit by ensuring it is clean and in a state of good repair. In the event of uncleanliness or damage to the Unit or Site, Operator will be entitled to charge a fee and/or claim full reimbursement from the Customer of the reasonable costs of repairs, replacement, restoration, proper compensation or disposal of refuse ("**Cleaning Fee**").

20. Customer must (and ensure that its Agents) use reasonable care on site and have respect for the Site and other unit users, inform Operator of any damage or defect immediately it is discovered and comply with the reasonable directions of Operator's

employees, agents and contractors and any other regulations for the use, safety and security of the Site as Operator shall issue periodically.

21. This Agreement does not confer on Customer any right to exclusive possession of the Unit and Operator reserves the right to relocate Customer to another Unit not smaller than the current Unit (a) by giving 14 days' notice during which the Customer can elect to terminate their agreement under Condition 3 or (b) on shorter notice if an incident occurs that requires the Unit or section where it is located to be closed or sealed off. In these circumstances, Operator will pay Customer's reasonable costs of removal if approved in writing by Operator in advance of removal. If Customer does not arrange removal by the date specified in Operator's notice, then Customer authorises Operator and its agents to enter Unit acting as Customer's agents and at Customer's risk (except for damage caused wilfully or negligently which is subject to the limitations in Condition 26). Following removal this Agreement will be varied by substitution of the new Unit number but otherwise continues in full force and effect at the rate in force for the original Unit at the time of the removal.

22. Customer must ensure the Unit is suitable for the storage of the Goods intended to be stored in it and is advised to inspect the Unit before storing Goods and periodically during the storage period. Operator makes no warranty or representation that any unit is suitable for any particular goods and accepts no liability in this regard.

23. Operator may refuse to permit Customer to store any Goods or require Customer to collect any Goods if in its opinion storage of such Goods creates a risk to the safety of any person or property.

24. Customer must give Notice to the Operator in writing of the change of address, phone numbers or email address of the Customer or the Alternate Contact Person ("**ACP**") within 48 hours of any change. Customer agrees Operator is entitled to discuss any default by the Customer with the ACP registered on the front of this Agreement.

RISK AND RESPONSIBILITY:

25. Operator will not be liable for any loss or damages suffered by Customer resulting from an inability to access the Site or the Unit, regardless of the cause.

26. The Goods are stored at the sole risk and responsibility of Customer who shall be responsible for and bear the risk of any and all theft, damage to, and deterioration of the Goods caused by any reason whatsoever. To the maximum extent possible at law, Operator excludes all liability in respect of loss or damage to (a) Customer's business, if any, including consequential loss, lost profits or business interruption; (b) Goods above the sum of £100, which Operator considers to be the normal excess on a standard household policy whether or not that policy would cover the Goods. Operator does not exclude liability for physical injury to or the death of any person and which is a direct result of negligence or wilful default on the part of Operator, its agents and/or employees; and (c) any rodent infestation arising on or at the Site.

27. Operator's total liability for all losses arising under or in connection with this Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the total sums paid or payable by the Customer under these terms.

28. Operator does not insure the Goods and it is a condition of this Agreement that the Goods remain insured by the Customer at all times while they are in storage against all normal perils for up to and including total loss for the purpose of storage at this Site. Customer warrants that such cover is in place, that it will not allow or cause such cover to lapse. Operator does not give any advice concerning insurance cover given by any policy and Customer must make its own judgment as to adequacy of cover even when facilitated by the Operator. Inspection of any insurance documents provided by Customer to demonstrate cover does not mean Operator has approved the cover or confirmed it is sufficient.

29. Customer will be liable for and compensate Operator for the full amount of all claims, liabilities, demands, damages, costs and expenses (including any reasonably incurred legal and professional fees) incurred by Operator or third parties (Liabilities) resulting from or incidental to (a) the use of the Unit (including but not limited to the ownership or storage of Goods in the Unit, the Goods themselves and/or accessing the Site) or (b) breach of this Agreement by Customer or any of its Agents or (c) enforcement of any of the terms of this Agreement.

30. Customer acknowledges and agrees to comply with this Agreement and all relevant laws and regulations as are or may be applicable to the use of the Unit. This includes laws relating to the material which is stored and the manner in which it is stored. Liability for any and all breach of such laws rests absolutely with Customer, and includes any and all Liabilities resulting from such a breach.

31. If Operator has reason to believe that Customer is not complying with all relevant laws Operator may take any action it believes to be necessary, including but not limited to the action outlined in Conditions 15 and 36, contacting, cooperating with and/or submitting Goods to the relevant authorities, and/or immediately disposing of or removing the Goods at Customer's expense. Customer agrees that Operator may take such action at any time even though Operator could have acted earlier.

32. In respect of circumstances outside Operator's reasonable control, Operator shall have no liability under or be considered to be in breach of this Agreement for any delay or failure in performance of its obligations under this Agreement or any resulting loss or damage to Goods. Such circumstances include any Act of God, riot, strike or lock-out, trade dispute or labour disturbance, accident, breakdown of plant or machinery, fire,

flood, shortage of labour, materials or transport, electrical power failures, threat of or actual terrorism or environmental or health emergency or hazard, or entry into any unit including the Unit or the Site by, or arrest or seizure or confiscation of Goods by, competent authorities. If this happens, Operator will not be responsible for failing to allow access to the Goods, Unit and/or the Site for so long as the circumstances continue. Operator will try to minimise any effects arising from such circumstances.

PERSONAL INFORMATION

33. Operator collects information about Customer on registration and whilst this Agreement continues, including personal data (**Data**). Operator processes Data in accordance with the Data Protection Act 2018 and uses it to process payments, communicate with Customer and generally maintain Customer's account. Operator may share Data with, and collect Data from, credit reference or fraud prevention agencies and trade associations of which Operator is a member. If Customer applies for Operator's insurance, Operator will pass Data on to the insurer, who may enter such Data onto a register of claims shared with other insurers to prevent fraudulent claims. Operator will release Data and other account details at any time if it considers in its sole discretion this is appropriate: **(a)** to comply with the law; **(b)** to enforce this Agreement; **(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 Operator considers the security of any unit at the Site or its contents may otherwise be put at risk. Also, if Operator sells or buys any business or assets, it may disclose Data and account details to the prospective seller or buyer of such business or assets or if substantially all of Operator's assets are acquired by a third party, Data and account details will be one of the transferred assets. Individuals have the right to request a copy of the information that Operator holds on them and requests should be emailed or sent to the addresses on the cover sheet. A small charge may be made for this service.

34. If Customer agrees, Operator will use Data for marketing and like purposes, including to provide Customer with information on products or services provided by Operator and/or its business partners in response to requests from Customer or if Operator believes they may be of interest. Customer's choice with regard to the relevant use of Data is indicated in the cover sheet.

NOTICE :

35. Notices to be given by Operator or Customer must be in writing and must either be delivered by hand or sent by pre-paid post. Operator may also give Notice to Customer by SMS or email if Customer has elected to receive correspondence this way. Notices shall be deemed received at the time of delivery by hand, one hour after sending by email or SMS or 48 hours after posting. Notices from Operator to Customer will be sent to the address on the cover sheet or the most recent address in England notified to Operator. In the event of not being able to contact the Customer at the last notified address or other contact including SMS or email, Notice is deemed to have been given to Customer if Operator serves that Notice on the ACP as identified on the front of this Agreement at the last notified address or other contact including SMS or email of the ACP. Any notice from Customer must be sent to the Operator at the address on the cover sheet. In the event that there is more than one Customer, Notice to or by any single Customer is agreed to be sufficient for the purposes of any Notice requirement under this Agreement.

TERMINATION:

36. Without affecting any other right or remedy available to it, Operator may terminate this Agreement with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment.

37. Either party may terminate this Agreement by giving the other party 30 days' Notice with the period ending on any Due Date. In the event of illegal or environmentally harmful activities on the part of the Customer or a breach of this Agreement (which, if it can be put right, Customer has failed to put right within 14 days of notice from Operator to do so), Operator may terminate the Agreement immediately by Notice. Operator is entitled make a charge for, apportioned Storage Fees if less than the requisite Notice is given by Customer. Customer must remove all Goods in the Unit before the close of business on the Termination Date and leave the Unit in a clean condition and in a good state of repair to the satisfaction of the Operator. In the event that Goods and/or refuse are left in the Unit after the Termination Date, Conditions 6 and 19 will apply. Customer must pay any outstanding Storage Fees and any expenses on default or any other moneys owed to Operator up to the Termination Date, or Conditions 5 to 9 may apply. Any calculation of the outstanding fees will be by Operator. If Operator enters the Unit for any reason and there are no Goods stored in it, Operator may terminate the Agreement without giving prior Notice but will send Notice to Customer within 7 days.

38. Customer agrees to examine the Goods carefully on removal from the Unit and must notify Operator of any loss or damage to the Goods as soon as is reasonably possible after doing so.

39. Liability for outstanding moneys, property damage, personal injury, environmental damage and legal responsibility under this Agreement continues to run beyond the termination of this Agreement.

GENERAL:

40. Operator may from time to time vary the Storage Fee or other terms of this Agreement and add new terms and conditions as long as such modifications are notified to Customer in writing. The modified terms will take effect on the first Due Date

occurring not less than 28 days after the date of Operator's notice. Customer may terminate without charge before the change takes effect by giving notice in accordance with Condition 35. Otherwise, Customer's continued use of the Unit will be considered as acceptance of and agreement to the amended terms.

41. Customer acknowledges and agrees that (a) the terms of this document constitute the whole contract with Operator and, in entering this contract, Customer relies upon no representations, oral or otherwise, other than those contained in this Agreement; (b) it has raised all queries relevant to its decision to enter this Agreement with Operator and Operator has, prior to the Customer entering into this Agreement, answered all such queries to the satisfaction of Customer; (c) any matters resulting from such queries have, to the extent required by Customer and agreed to by Operator, been reduced to writing and incorporated into the terms of this Agreement; (d) if Operator decides not to exercise or enforce any right that it has against Customer at a particular time, then this does not prevent Operator from later deciding to exercise or enforce that right unless Operator tells Customer in writing that Operator has waived or given up its ability to do so; (e) it is not intended that anyone other than Customer and Operator will have any rights under this Agreement and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to it; (f) if any court or competent authority decides that any of the provisions in this Agreement are invalid, unlawful or unenforceable to any extent, the provision will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law; (g) Customer may not assign or transfer any of its rights under this Agreement or part with possession of the Unit or Goods whilst they are in the Site; and (h) where Customer consists of two or more persons each person takes on the obligations under this Agreement separately.

42. 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. The parties must endeavour to settle any dispute in connection with this Agreement by mediation. Such mediation is to be conducted by a mediator who is independent of the parties and appointed by agreement of the parties. It is a condition precedent to the right of either party to commence arbitration or litigation other than before emergency interlocutory relief, that it has first offered to submit the dispute to mediation.

LATE PAYMENT POLICY:

43. 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.

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

Late payment charges will be applied to any account that is 7 days or more overdue.

Example: Balance due £135.00

Late payment charge: £15.00

Total now due = £150.00

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

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

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

Loss or damage caused by wear and tear, gradual deterioration inherent vice or latent defect 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) Indirect or consequential loss of any kind or description.

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. F confiscation or destruction or damage under the order of any Government, public or local authority.

(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. 2014 MASTER Self-Storage RSA £50xs (NFO) incl. archive.doc

(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.

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.
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