

**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 Road, Basingstoke, RG21 3NB or Now Storage Basingstoke, 151 Pelton Road, Basingstoke, RG21 6XD or Now Storage Winchester, Balldown Business Centre, Stockbridge Road, Sparsholt, Winchester, SO21 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 or Now Storage Cardiff, Unit 5 Jubilee Trading Estate, Cardiff, CF24 5EF or Now Storage Lydney, Station Road, Lydney, GL15 5EW or Now Storage Cheltenham, Colletts Drive, Cheltenham, GL51 8JQ ('the Site')

This agreement is made between the Facility Owner (FO) 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 4 week payment on the Move in Date.
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 storage facility is between the hours 6.00am – 10.00pm Monday- Sunday only (all access times may be subject to alteration by Operator). Reading Storage Facility access is between the hours 7.00am – 10.00pm Monday- Sunday only.

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; including any vehicle, motorbikes, quad bikes, e-scooters, E-Bikes, Jet Skis or similar; (i) any domestic or commercial batteries / battery packs and (j) 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 of 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. 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 adequately insured at all times for their Replacement Value (as set out on the cover sheet) while they are in storage. Customer warrants that such cover is in place, will not allow to lapse and that the aggregate value of Goods in the Unit from time to time will not exceed the insured value. 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. Inspection of any insurance documents provided by You to demonstrate cover does not mean FO has approved the cover or confirmed it is sufficient.

#### 28.1 StoreProtect – Enhanced Liability Option

As an alternative to Condition 28 Customer may opt for StoreProtect. “StoreProtect” means an agreement between the Customer and the Operator where We accept an enhanced liability in return for payment of the StoreProtect Charges in accordance with the terms of the StoreProtect Addendum and this Agreement.

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, 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. FO collects information about You and any ACP on registration and whilst this Agreement continues, including personal data (Data). FO processes Data in accordance with the General Data Protection Regulation and all associated laws. Details on how FO uses Data and Your rights in relation to Data are set out in FO's Privacy Notice which can be viewed on its website at [www.nowstorage.co.uk](http://www.nowstorage.co.uk). You confirm any ACP has consented to You supplying Data to FO on these terms.

34. If You give consent, FO will use Data for feedback purposes, including to provide information on products or services provided by FO in response to requests from You or if FO believes they may be of interest. Your choice with regard to the relevant use of Data is indicated in the cover sheet and can be changed at any time by contacting FO.

## 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 [support@nowstorage.co.uk](mailto:support@nowstorage.co.uk) 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 [support@nowstorage.co.uk](mailto:support@nowstorage.co.uk) 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 28 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 £30.00 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: £30.00
- Total now due = £165.00

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.

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.

#### **RELOCATION OF STORAGE UNITS:**

44. The Operator reserves the right to relocate the Customer's storage unit or container to another location within the Site or to another Now Storage facility, if deemed necessary for operational, maintenance, security, or safety reasons.

The relocation will be conducted with reasonable care to avoid damage to the stored Goods, and the Operator is fully insured for any loss or damage incurred during the relocation.

The Operator will provide the Customer with 14 days' prior notice of relocation where feasible. However, in the case of urgent operational or safety requirements, the Operator may relocate the container without prior notice.

The Customer acknowledges and agrees that such relocation does not constitute a breach of this Agreement and does not entitle the Customer to any compensation, refund, or reduction in fees.

## **Health & Safety**

**Fire** - In the event of a fire at the premises please make your way immediately out of the facility following fire exit signs. Please exit the compound and wait in the fire assembly point. Call 999 and ask for Fire service assistance.

**Locked in facility** – If you find yourself locked inside the facility and the exit gate is not working please call 0800 0787110 and a member of staff will be able to direct you.

# StoreProtect Addendum

The FO's Conditions of Agreement restrict liability to negligence only up to a maximum of £100 and require You to arrange insurance cover for the Maximum Replacement Value of Your Property. As an alternative, the FO can accept an enhanced liability for Loss or Damage which may occur during storage. **"StoreProtect"** means an agreement to accept an enhanced liability for Loss or Damage to Your Property as described in this Addendum. **"StoreProtect Charges"** means the additional charges set out in the Self Storage Agreement for StoreProtect.

Please take the time to read the detailed terms in the table below. In particular, **'Exclusions – what StoreProtect does not provide for'** as this includes terms where the FO limits or excludes liability to You in certain circumstances.

**Note:** StoreProtect is **not** a contract of insurance. FO is **not** an insurance company, nor is FO acting as Your agent. FO is under no obligation to arrange an insurance policy in Your name. FO assumes the risk of liability but may, at its option, arrange insurance which provides cover for FO's liability to You in certain circumstances.

**StoreProtect may not be available in certain circumstances, and FO reserves the right to decline at its sole discretion where You have indicated that You wish to opt for StoreProtect.**

Detailed terms	
<b>Definitions</b>	<p>For the purposes of this Addendum, the following definitions shall apply:</p> <ul style="list-style-type: none"> <li>• <b>"Property"</b> or <b>"Your Property"</b> or <b>"Goods"</b> means any and/or all goods stored by You in a storage unit allocated to You at the Facility;</li> <li>• <b>"Replacement Value"</b> means the current cost of replacing Your Property as new, except for: <ul style="list-style-type: none"> <li>▪ household linen and clothing, motorcars, motorbikes, boats, caravans, motorhomes and any other motorised vehicle, where the Replacement Value allows for the age, quality, degree of use, existing damage and consequent market value;</li> <li>▪ any Goods which cannot be purchased new (such as antiques or works of art, for example), where the Replacement Value shall be the current market value; and</li> <li>▪ documents, where the Replacement Value shall be calculated as the physical cost of replacing the documents and/or cost of reprinting, re-issue and/or reconstitution, but excluding the value of the information contained in the documents</li> </ul> </li> <li>• <b>"Maximum Replacement Value"</b> means the maximum sum total of the Replacement Value for all Property at any time throughout the period of storage.</li> <li>• <b>"Loss"</b> or <b>"Damage"</b> means identifiable losses, destruction of or damage to Your Goods, wilful acts, omissions and default, including theft by forcible entry or damage caused by the FO, its employees, agents or representatives while the Goods are in the unit.</li> </ul>
<b>StoreProtect - What do I receive?</b>	<ul style="list-style-type: none"> <li>✓ In return for payment of the StoreProtect Charges, FO agrees to accept an enhanced liability for Loss or Damage to Your Property and the limit of £100 in the event of negligence shown in the enclosed Conditions of Agreement will not apply.</li> <li>✓ Instead, FO accepts liability for Loss or Damage (as defined) to Your Property following a breach of its Duty of Care up to a maximum of (i) the Maximum Replacement Value; or (ii) the actual value of Your Property either affected by Loss or Damage (whichever is less), taking into account any Proportional Reduction, and subject to certain exclusions (see <i>'Exclusions – what StoreProtect does not provide for'</i>).</li> <li>✓ FO's liability will commence from the time Your Property is placed by You into Your storage unit(s) and ceases immediately upon removal of Your Property from Your storage unit(s).</li> <li>✓ FO's liability to You under StoreProtect for Loss or Damage to Your Property is to be assessed as a sum equivalent to the cost of (a) repair or cleaning or (b) the Replacement Value or (c) compensation, whichever is the smaller sum, at FO's option. FO accepts no liability for depreciation following repair.</li> <li>✓ If You opt for StoreProtect, You are no longer obligated to arrange insurance for Your Property.</li> <li>✓ If you submit a claim, additional claims processing administration charges apply. FO will deduct a £50 charge from any settlement awarded to You to cover FO's administration costs (<b>"Claims Admin Fee"</b>).</li> </ul>
<b>FO's Duty of Care under StoreProtect</b>	<ul style="list-style-type: none"> <li>• The FO is responsible for maintaining the Facility in a secure condition and will provide its services with reasonable skill and care.</li> <li>• The FO's liability in relation to the Goods under StoreProtect shall be that of a reasonably careful person under like circumstances. The FO shall not be liable for any Loss or Damage to the Goods, however caused, while the Goods remain in the unit or under the FO's care, custody or control, unless such Loss or Damage resulted from the FO's failure to exercise such care in relation to the Goods as a reasonably careful person would exercise under like circumstances, and the FO will not be liable for damages which could not have been avoided by the exercise of such care.</li> </ul>

<b>Your Responsibility</b>	<p><b>To opt for StoreProtect, it is Your responsibility to:</b></p> <ul style="list-style-type: none"> <li>• provide a Maximum Replacement Value on the Customer Declaration;</li> <li>• Sign the appropriate box on the Customer Declaration to confirm Your wish to opt for StoreProtect;</li> <li>• pay the additional charges set out for StoreProtect ("<b>StoreProtect Charges</b>") and</li> <li>• ensure that the Maximum Replacement Value is accurate at all times for the duration of this Agreement.</li> </ul>
<b>Proportional Reduction</b>	<p>If the Maximum Replacement Value You provide is less than the actual total Replacement Value of all of Your Property stored in your unit at the time of Loss or Damage, then FO's liability will be reduced to reflect the proportion that Your Maximum Replacement Value bears to the actual total Replacement Value ("<b>Proportional Reduction</b>").</p> <p><i>(For example: if the total replacement value of Your Property is £10,000, but You have declared a Maximum Replacement Value of £5,000, FO's liability will be reduced by 50%. So, if £3,000 worth of Your Property is lost or damaged, FO's liability would be £1,500.)</i></p>
<b>Exclusions – what StoreProtect does not provide for</b>	<p><b><u>StoreProtect cannot be accepted for:</u></b></p> <ul style="list-style-type: none"> <li>× any motorcar, motorbike, boat, caravan, motorhome or any other motorised vehicle and trailers ("<b>Vehicles</b>") stored outside of a unit;</li> <li>× Any food or perishable Goods; or</li> <li>× Any delivery and collection Goods.</li> </ul> <p>FO's liability for the Goods listed above is restricted and the requirement for You to insure Your Property remains valid, as per the Conditions of Agreement, whether or not You opt for StoreProtect for other stored Property.</p> <p><b><u>Restricted Goods</u></b></p> <p>FO's liability for Loss or Damage to the following Goods is restricted. Goods worth in excess of the amounts stated below should not be stored without express permission from FO in writing:</p> <ul style="list-style-type: none"> <li>× Jewellery, watches, precious stones, precious metals, and stamps of all kinds exceeding £1,000 combined total;</li> <li>× Furs, fine art, perfumery, tobacco, cigars, cigarettes, beers, wines, spirits and the like exceeding £15,000 combined total; and</li> <li>× Electronic Items exceeding £25,000 combined total. "Electronic Items" is defined as all items of consumer and commercial electrical appliances and instruments, including but not limited to televisions, computers, laptops, computers, tablets, mobile phones, cameras, hi-fi's, stereos and the like. Heavy electrical items such as switchgear, turbines, generators and the like shall not be deemed to be electronics.</li> </ul> <p><b><u>Excluded Liabilities</u></b></p> <p>The FO shall not be considered to be in breach of this Agreement and excludes all liability to You in respect of any and all of the following ("Excluded Liabilities"):</p> <ul style="list-style-type: none"> <li>× Mysterious disappearance and/or unexplained shortage of Your Property except as a result of theft evidenced by forcible entry to Your Unit;</li> <li>× Loss or Damage which is discovered after Your Property is removed from the Facility;</li> <li>× Loss or damage to Your business, if any, including, but not limited to, indirect or consequential loss, lost profits, income or savings, wasted expenditure or business interruption;</li> <li>× Loss or Damage caused by (i) moth, insect and vermin unless from a source external to Your Unit; (ii) ordinary leakage, ordinary loss in weight or volume, evaporation or nature of the property stored; (iii) leakage of liquid from any receptacle or container unless from a source external to Your Unit; (iv) inherent vice and latent defect; (v) mould, mildew or rust, unless proven to be a result of water ingress from a source external to Your Unit; (vi) atmospheric or climatic causes, including, but not limited to, Loss or Damage to Property which is not suitable for storage; (vii) electrical, electronic or mechanical derangement to any electronic items or mechanical Goods, or any Loss of, or Damage to electronic items resulting from a configuration failure of the controlling software and/or microchip, except where this results directly from external physical damage caused by a breach of FO's duty of care;</li> <li>× Any value an item might have acquired simply because it is part of a pair or set, also excluding the value of an undamaged part of a pair or set;</li> <li>× Any value which is purely sentimental;</li> <li>× Loss or Damage caused by or as a consequence of non-compliance with relevant laws and regulations by You or Your Agents;</li> <li>× Loss or Damage caused by the act or omission of You or Your Agents including but not limited to any failure to secure the unit after visiting, failure to pack or stack the Goods properly and securely, the manner of storing the Goods within the Unit, the conduct of You or Your Agents in the unit or at the Facility, the loading or unloading of Goods into or from the Unit;</li> </ul>
<b>General Exclusions and Limitations</b>	<ul style="list-style-type: none"> <li>• FO excludes and limits certain types of Loss or Damage, as set out in the Conditions of Agreement. Please read these exclusions and limitations carefully – they apply whether or not You opt for StoreProtect.</li> </ul>

	<ul style="list-style-type: none"> <li>There may be circumstances where Goods You are not permitted to store are stored in Your Unit(s) without FO's knowledge. Where You store Goods in breach of this Agreement, You agree that You will bear the risk of any Loss or Damage to such Goods.</li> <li>FO will not be liable for any Loss or Damage to Your Property unless You notify FO in accordance with the requirements set out in the Liability Claim Notification section of this Addendum.</li> </ul>
<b>Maximum Liability</b>	FO will have no liability under any circumstances for Loss or Damage to Your Property over and above the Maximum Replacement Value, or the actual value of Your Property either lost or damaged if this is less than the Maximum Replacement Value.
<b>Why FO restricts liability</b>	It is not always clear how Loss or Damage was caused, so FO must limit or exclude liability for Loss or Damage to Your Property in certain circumstances. FO also cannot accept liability for Loss or Damage which could not have been reasonably avoided. Please be reminded that StoreProtect is not a contract of insurance and You have the option to arrange Your own insurance separately.
<b>FO's Agreement</b>	FO's standard Conditions of Agreement also apply in full to this Agreement, save that, if You opt for StoreProtect: (a) FO agrees to accept an enhanced liability as described above (so, the £100 limit stated in the Conditions of Agreement is replaced by the Maximum Replacement Value (taking into account any Proportional Reduction) and FO's Duty of Care in respect of Your Property is as set out above); and (b) the requirement to insure Your Property stated in the Conditions of Agreement becomes an option instead of a requirement.
<b>Failure to pay StoreProtect Charges</b>	<ul style="list-style-type: none"> <li>If You fail to pay the StoreProtect Charges in full on the due date for payment, You will not benefit from the enhanced liability that FO offers under StoreProtect. FO's liability to You will, instead, be restricted to negligence once up to a maximum of £100 and You will be required to insure Your Property in accordance with the Conditions of Agreement.</li> <li>At its sole discretion, FO may choose to reinstate StoreProtect on payment of any overdue and/or outstanding StoreProtect Charges, unless any Loss or Damage to Your Property has already occurred prior to payment of such charges.</li> </ul>
<b>Termination/ Cancellation</b>	<p><b><i>Your right to cancel StoreProtect</i></b></p> <p>You have the right to cancel StoreProtect at any time by giving FO written notice prior to removal of Your Property from storage. You can provide notice by emailing FO at <a href="mailto:support@nowstorage.co.uk">support@nowstorage.co.uk</a> or by writing to Now Storage Ltd – Homme Farm, Hom Green, Ross on Wye, HR9 7TF</p> <ul style="list-style-type: none"> <li>If You cancel StoreProtect prior to the storage services commencing, FO will refund to You all StoreProtect Charges paid by You.</li> <li>If You cancel StoreProtect after the storage services have started, FO will refund to You any StoreProtect Charges that You have paid in advance in respect of the period after cancellation (e.g. from the date that FO receives Your notice to cancel).</li> </ul> <p><b><i>FO's right to cancel StoreProtect</i></b></p> <ul style="list-style-type: none"> <li>Your right to benefit from StoreProtect will terminate automatically if You do not make all payments when due under the Conditions of Agreement.</li> <li>We may cancel Your right to benefit from StoreProtect and terminate this Addendum at any time by giving You thirty (30) days' notice in writing.</li> <li>Where FO cancels or terminates StoreProtect, FO will refund to You all StoreProtect Charges paid by You in advance in respect of the period after cancellation (e.g. from the cancellation date FO notifies to You).</li> </ul> <p><b><i>General</i></b></p> <ul style="list-style-type: none"> <li>FO's liability to You after the StoreProtect cancellation date will be restricted to negligence only up to a maximum of £100 and You will be required to insure Your Property in accordance with the Conditions of Agreement.</li> <li>If You decide to terminate the storage agreement after the cancellation date for StoreProtect, You will need to give FO the full amount of notice in accordance with the Conditions of Agreement.</li> </ul>

# Liability Claim Notification

## Where Your Property is Lost or Damaged - Notification Condition

1. If You have Your own insurance in place to cover Loss or Damage to Your Property, You must recover Your losses from Your insurers in the first instance.
2. Notwithstanding Condition 1, if You discover Loss or Damage to Your Property:
  - i. When the Facility is attended by FO's employees ("Manned"), You must notify FO in person as soon as reasonably practical upon discovery and before removal of any affected Goods from your Unit;
  - ii. When the Facility is not attended by FO's employees ("Unmanned"), at the time you discover Loss or Damage, to evidence that this occurred during the Storage Period in Your Unit, You must comply with the following conditions ("Unmanned Notification Conditions"):
    - a. You must contact FO via email to [support@nowstorage.co.uk](mailto:support@nowstorage.co.uk) as soon as reasonably practical upon discovery of any Loss or Damage, including, but not limited to: (a) a written description of which Goods are affected and the nature of the Loss or Damage; and (b) photographs of any affected Goods before removal of from your Unit, or, if this is not practical, photographs clearly showing affected Goods in the vicinity of your unit within the Facility ("Email Notification").
    - b. Your Email Notification must be provided before any affected Goods are removed from the Facility. FO shall not be liable for any Loss or Damage which is notified after your Property is removed from the Facility unless Email Notification is provided.
    - c. If it is not possible for You to fully comply with the Email Notification requirements set out, You must notify FO in person, via telephone or in writing as soon as reasonably practical after You discover Loss or Damage.
3. In any event: You must provide as many details as is practical of any Loss or Damage to FO in writing or via email [support@nowstorage.co.uk](mailto:support@nowstorage.co.uk) within seven (7) days of discovery. In exceptional circumstances, FO may agree to extend this time limit where You request this in writing, provided such request is received within seven (7) days of discovery of any Loss or Damage. The sooner that You notify FO of any Loss or Damage to Your Property, the sooner FO can establish the cause and properly investigate. FO will provide You with a claim form, and You must make every effort to return Your completed form within a reasonable time. FO will not be liable for any Loss or Damage to Your Property unless You notify FO in compliance with the requirements set out under Condition 2.
4. Once You have notified FO of Loss or Damage, if You do not receive a response from FO within a reasonable time, You may contact FO's claims agent directly at RCS, Swan House, Swan Centre, Leatherhead, Surrey, KT22 8AH, United Kingdom Tel: +44 (0) 1372 385970 Email: [info@removalclaims.co.uk](mailto:info@removalclaims.co.uk).
5. **Additional Conditions:** (a) You must make every reasonable effort to prevent further Damage to Your Property. If any Goods are wet or damp, You must move them away from any undamaged Property and away from the water source. You must inform FO if You believe You may require additional storage space to comply with this requirement. (b) For Your own safety, do not touch any Goods damaged by vermin of any kind or affected by mould; (c) You must retain and not dispose of any Damaged Property until FO has had a reasonable opportunity to inspect (if necessary) any damage; and (d) FO may make such enquiries as necessary to investigate the Loss or Damage to Property and You agree to co-operate with FO in their enquiries, and to provide any additional relevant information without delay where FO requests this.
6. **If You opt for StoreProtect, You must also comply with the Additional Claim Requirements set out below.**
7. If You provide FO with misleading or incorrect information relating to a claim for Loss or Damage to Your Property, or make a claim that is fraudulent, false or exaggerated, FO may: reject the claim; where applicable, cancel or void the StoreProtect Addendum without refund of StoreProtect Charges; and recover from you any costs FO has incurred in dealing with your claim.

For FO to fully assess Your claim, the following additional information may be required:

8. Estimates for cleaning, repairs or replacement;
9. As many details as possible about the affected Goods, including photographs of any areas of damage and also any damaged Goods in their entirety;
10. Photographs showing all of Your Property in Your storage Unit, including those which are undamaged (i.e. the entire unit before the removal of any Goods).
11. For any damaged electrical items, You must also photograph any manufacturer labels showing the make/model of the item.
12. Where You believe that Your Property has been stolen, You must take photographs of the door, walls or padlock to evidence forced access to Your Unit. You must also notify the Police immediately and obtain a Crime Reference Number.
13. Where You believe that Your Property has been damaged by an ingress of water, You must photograph the alleged source of the ingress.
14. Where Your Property can be professionally repaired, You are required to provide estimates before the work is carried out.
15. For any Goods lost/stolen or damaged beyond repair, You must provide proof of ownership (including receipts), where possible, details of any make/model and evidence to show replacement value.
16. FO may request for damaged Goods to be cleaned, where possible, including dry cleaning or home laundry before any claim settlement will be considered. Reasonable cleaning costs may be considered as part of the claim settlement.

## StoreProtect - Additional Claim Requirements

## Contact Information:

Telephone: 0800 0787 110

Email: [info@nowstorage.co.uk](mailto:info@nowstorage.co.uk)

Write: Now Storage Ltd

Head Office

Homme Farm

Hom Green

Ross on Wye

HR9 7TF