

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 or Now Storage Cheltenham, Hayden Road, Cheltenham GL51 0SN or Now Storage Ledbury, New Mills Industrial Estate, Leadon Way, Ledbury HR8 2SS or Now Storage Attleborough, Norfolk, Attleborough Road, Attleborough, NR17 1JF ('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 Storage Protect – Enhanced Liability Option

As an alternative to Condition 28 Customer may opt for Storage Protect. “Storage Protect” means an agreement between the Customer and the Operator where We accept an enhanced liability in return for payment of the Storage Protect Charges in accordance with the terms of the Storage Protect 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. 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 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 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, ACCESSIBILITY AND EMERGENCY PROCEDURES

45. 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.

46. Disability Access

The Operator is committed to providing access to its services in accordance with applicable equality and disability legislation. Due to the nature of certain Sites, buildings or storage units, some areas may have physical or operational limitations. Customers with specific access requirements are encouraged to contact the Operator in advance so that reasonable adjustments or assistance can be discussed where practicable. Further information regarding access arrangements is available upon request.

47. Fire Safety, Fire Doors and Emergency Procedures

In the event of a fire, suspected fire, or if the fire alarm sounds, the Customer and any Agents must immediately cease all activities, evacuate the Unit, building and Site using the nearest safe exit, and follow all fire exit signage and instructions displayed on Site. Fire doors must not be obstructed, tampered with or propped open and must remain closed at all times. Customers must proceed directly to the designated Fire Assembly Point and must not re-enter the Site until authorised by the emergency services or the Operator. Fire exits, escape routes and fire safety equipment must not be obstructed, interfered with or misused. Any suspected fire must be reported immediately by activating the nearest fire alarm call point and contacting the emergency services where appropriate.

48. Health & Safety

The Operator operates the Site in accordance with applicable health and safety legislation and maintains health and safety policies and procedures appropriate to the nature of the Site. Customers and their Agents must take reasonable care for their own health and safety and that of others while on the Site, must comply with all health and safety instructions, warning notices and signage displayed at the Site, and must follow any reasonable directions given by the Operator or its staff. Copies of relevant health and safety information are available upon request.

49. No Occupation or Shelter

Units and the Site must not be used for sleeping, shelter, or prolonged occupation under any circumstances.

50. CCTV and Monitoring

The Site may be monitored by CCTV and other security systems for the purposes of safety, security and crime prevention. Such systems do not constitute active supervision of the Site or Units, particularly during unmanned periods.

51. Emergency Access

The Customer acknowledges that in the event of an emergency, including fire, flood, structural risk or security incident, the Operator may permit access to the Site or Units by emergency services or competent authorities without prior notice.

52. Manual Handling

Customers and their Agents are solely responsible for the safe lifting, carrying and movement of Goods at the Site. The Operator does not provide manual handling assistance or equipment unless expressly agreed in writing. Customers must not attempt to lift or move items beyond their own safe capability.

53. Accidents and Incidents

Any accident, injury, fire, near-miss, or dangerous occurrence at the Site must be reported to the Operator as soon as reasonably practicable. Where the Site is unmanned, Customers must report incidents using the emergency contact details displayed on Site or by contacting the Operator at the earliest opportunity.

54. Prohibited Activities

Customers and their Agents must not carry out any activity at the Site or within a Unit that may present a risk to health and safety, including but not limited to the use of power tools, hot works, cutting, grinding, welding, naked flames,

charging of batteries, mechanical repairs, or any activity requiring specialist equipment or supervision. Units must not be used for sorting, packing, construction, or modification of goods where this creates a safety risk.

55. Unmanned Site Access

The Customer acknowledges that the Site may be unattended by staff at certain times, including during permitted access hours. When accessing the Site during unmanned periods, the Customer and any Agents do so at their own risk and must take particular care for their own safety. Immediate assistance may not be available, and Customers must not undertake any activity that could reasonably be considered hazardous when unaccompanied. Emergency contact details are displayed on Site and must be used in the event of an incident.

56. Customer Health & Safety Acknowledgement

When accessing the facility, risks may be present. Please read the following safety information carefully and ensure you understand your responsibilities before entering the site.

Lift Safety

- Do not overload the lift or attempt to move large or heavy items alone.
- Use the emergency button only if the lift stops functioning.
- Do not use the lift during a power outage.
- Where possible, consider using the lift for goods only.

Gates & Roller Shutter Doors

- Do not force open shutters / gates or manually hold them open.
- Never block safety sensors or the shutter / gate mechanisms.
- Keep clear while shutters / gates are opening or closing.
- Ensure the shutter / gate is fully open before entering or exiting.

Emergency Situations

- Locate your nearest fire exit and designated assembly point.
- Ensure you know the site's emergency contact number.
- Smoking and the use of naked flames are strictly prohibited anywhere on site.

General Safety Guidance

- Take extra care in areas with low lighting.
- Always secure your unit with the lock and / or key before leaving the facility.
- Do not prop open doors or leave items in corridors, roadways, communal areas or anywhere outside of your unit unattended.

Emergency Support

If you experience a genuine emergency outside office hours while on site, please contact the facility's 24/7 support line immediately (option 5 on the main telephone number 0800 078 7110).

Customer Acknowledgement

By signing this agreement you confirm that you have read, understood, and agree to follow the safety precautions outlined above.

Storage Protect - Addendum to Storage Agreement

This is an addendum to our Standard Self Storage Licence Agreement amending clauses 25 to 28 under the heading of Risk and Responsibility.

Under this addendum, the following words have the following meanings:-

Full New Replacement Value

Under this addendum we accept additional responsibility in relation to the goods as described in condition 1 and the additional terms set out in conditions 3 to 13.

Our Agreed Responsibility

Under this addendum we will be responsible for loss or damage to your goods in store with us for the following - fire, lightning, explosion, earthquake, aircraft or articles dropped therefrom, riot and civil commotion, malicious damage, storm, flood, water ingress, burst pipes and escape of water from fixed installations, moth and vermin damage, impact by road vehicles and theft following forcible and violent means of entry and /or exit from their premises.

1. Our total liability under agreed responsibility per incident of theft, loss, damage or deterioration shall in no circumstances exceed the lower of (i) the full declared replacement value of the relevant goods and (ii) £50,000).
2. We will be responsible for and bear the risks arising from the perils listed and other matters within our reasonable control subject to condition 2.1 and the additional terms set out in conditions 3 to 13.
2.1 We exclude all liability in respect of loss or damage: 2.2 to your business (if any) any business interruption or loss of any business opportunity or profits, or any indirect loss or damage to your business; or 2.3 that it is not foreseeable consequence of the breach. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time this licence was made, both we and you knew that the loss might happen

ADDITIONAL TERMS OF THIS ADDENDUM

The terms set out in conditions 3 to 13 apply. If there are any inconsistencies between the provisions of the general conditions and any additional terms and conditions in this section, the additional terms and conditions set out in this section with take precedence:

3. Except as stated in this addendum, we will accept responsibility for the named perils. We will compensate you up to the full new replacement value of the relevant goods, except where the new replacement value of the goods exceeds £50,000 will only be agreed when confirmed in writing by us. All items valued at or in excess of £2,500 must be declared to us by way of an inventory.
4. We do not carry out any valuation of the goods and replacement value as stated by you in the inventory in your application form is accurate and true, You are responsible for ensuring that the full new replacement value of goods you have notified to us is accurate throughout the licence period and you should also carry our regular reviews of the goods to ensure that this is the case.
5. *Goods subject to specified limitations or exclusion*
 - a. Bullion and money or every description for example, but without prejudice to the generality of this clause; cash, bank notes, coins, currency notes or currency of any kind
 - b. Stamps, vouchers, tokens and/or tickets of any kind, credit and/or debit and/or cash dispenser cards of any kind, negotiable securities and any other documents negotiable as or equivalent to cash, and non-negotiables for example, but without prejudice to the generality of this clause; crossed cheques
 - c. Livestock, bloodstock and living creatures

- d. Explosives and flammable goods.
- e. Watches, jewellery (costume jewellery excepted), precious stones or gems or metals or items made from or containing such interests
- f. Foodstuffs regardless of the means of packaging
- g. Furs, fine art, antiques, perfumes, mobile phones, tobacco products, beers, wines and spirits and the like which exceed a value of GBP 10,000 combined total.
- h. Electronic items exceeding GBP 10,000 in combined total. Electronic items by way of example but not limited to shall be commercial appliances and instruments, radios, televisions, computers, computer software, hard drives, microchips, printed circuit boards, modems, monitors cameras, facsimile machine, photo copiers, video recording units, hi-fi systems, CD players. Heavy electronics such as switchgear, turbines and generators shall not be considered as electrical items for the purpose of this clause.
- i. Any items or goods which are excluded under the terms of the standard self storage licence agreement.
- j. Loss of data records and any data carrying media, except for blank data carrying media.
- k. Any item consisting of articles that are part of a pair or set where we will only compensate you for the individual damaged or lost item(s). We will not compensate you for companion pieces which are not lost or damaged.
- l. In respect of theft from external storage containers, you will be provided with a high security padlock by us. All external storage containers are fitted with "lock boxes" and the high security padlock, must secure the doors by using the "lock box". The "lock boxes" are fitted as a means of preventing tampering of the high security pack locks.

We shall not be liable to indemnify you, where the high security padlock provided by us has been incorrectly fitted to the external storage container.

Proof that high security padlocks have been fitted correctly in the "lock box" is your responsibility.

This addendum to our storage agreement requires that any incident resulting from theft or where theft may reasonably be suspected shall be reported by you to the us and police immediately.

How we will calculate compensation

- 6. Subject to the limit of compensation set out in condition 3 in the event of the total loss or destruction of any article or item stored in your room we will compensate you for a lost or damaged items based on the cost of replacing the item as new, provided that the item is substantially the same as but not better than the original when replaced. If such property is only partially damaged we may pay for replacement, repair or cleaning of the damaged portion as an alternative to providing a new replacement item, but we will not pay more than if the property had been completely destroyed.

How to notify us of loss or damage

- 7. Loss or damage to your goods must be notified to us at the time of discovery or at the time you remove the goods from your room/unit, whichever occurs first.
- 8. You can notify us in person at store reception or by calling or emailing us as per the store contact details set out in your licence. We will then provide you with a form with which you must complete in order to make a request for compensation.
- 9. You shall provide us or any agent or ours appointed to investigate your request for compensation, with such information and evidence as may be reasonably be required in relation to the request.

General

- 10. To benefit from this addendum to our standard storage agreement you must:
 - c) Ensure that all information provided to us is true and complete to the best of your knowledge and that the full new replacement value of your goods as stated is true and accurate. Any under declaration of values may result in us offering compensation at a percentage reduction in the same proportion as the under declaration of values.

- c) Keep the information provided to us up to date at all times and inform us immediately of any changes. Failure to do so could result in us refusing to pay all or part of the compensation you are seeking for loss or damage to your goods: and
 - c) Keep the payment of our rent, other charges and fees due up to date. Failure to do so could result in us refusing to pay or part of the compensation you are seeking for loss or damage to your goods, with respect to any loss or damage which arises during a period of time that you did not pay the relevant amounts on time;
11. If we become aware or have good reason to believe that any request for compensation is made where you know the same to be false or fraudulent as regard to the amount claims or otherwise, we will have the right to refuse compensation and the right to immediately terminate this addendum. We may also take action against you as set out in our standard self storage licence agreement.
 12. We shall pay or arrange for payment to you that part of any compensation which relates to damage or loss to the goods after deduction of any outstanding sums due to us from you.
 13. This is not an offer of insurance and you are not party to any insurance contract.

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 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 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 Gallagher Self Storage Claims, 4th Floor, Brooke Lawrance House, 80 Civic Drive, Ipswich, IP1 2AN, Telephone: 01473 560206 Email: lee_hunter1@ajg.com
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 Storage Protect, 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 Storage Protect Addendum without refund of Storage Protect Charges; and recover from you any costs FO has incurred in dealing with your claim.

Storage Protect - Additional Claim Requirements

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

1. Estimates for cleaning, repairs or replacement;
2. As many details as possible about the affected Goods, including photographs of any areas of damage and also any damaged Goods in their entirety;
3. 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).
4. For any damaged electrical items, You must also photograph any manufacturer labels showing the make/model of the item.
5. 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.
6. Where You believe that Your Property has been damaged by an ingress of water, You must photograph the alleged source of the ingress.
7. Where Your Property can be professionally repaired, You are required to provide estimates before the work is carried out.
8. 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.

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.