

## The Crane Works Limited T/A iSelfstore.uk – Conditions of Self-Storage

THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF CLAUSE 10 (LIMITATIONS OF LIABILITY).

### 1. Interpretation

The following definitions and rules of interpretation apply in these Conditions.

#### 1.1 Definitions:

**Business Day:** a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

**Charges:** the fees and charges payable by the Customer for the supply of the Services in accordance with clause 7.

**Charges Tariff:** the Supplier's tariff of Charges as published and amended from time to time by the Supplier and which forms part of the Contract.

**Commencement Date:** has the meaning given in clause 3.1.

**Conditions:** these terms and conditions as amended from time to time in accordance with clause 13.5.

**Contract:** the contract between the Supplier and the Customer for the supply of the Services in accordance with these Conditions.

**Customer:** the person or firm who purchases the Services from the Supplier and unless the context otherwise requires, any reference to the Customer shall be deemed to include a reference to its employees, officers, representatives, contractors, subcontractors or advisers and any of its visitors to the Site and/or the Unit from time to time.

**Customer Default:** has the meaning set out in clause 5.8.

**Minimum Term:** has the meaning given in clause 3.2.

**Order:** an order for Services received by the Supplier whether in person, by telephone or in writing.

**Permitted Purpose:** has the meaning set out in clause 2.1(a).

**Property:** any goods and property stored by the Customer in the Unit at any time during the Contract.

**Services:** the services to be supplied by the Supplier to the Customer under the Contract, as set out in clause 2.

**Site:** the Supplier's self-storage unit site at The Crane Works, Roman Way, South Hykeham, Lincoln LN6 9UH.

**Site Rules and Information:** the Site Rules and Information as issued and amended from time to time by the Supplier.

**Supplier:** The Crane Works Limited registered in England and Wales with company number 13703575.

**Unit:** such individual storage unit at the Site as may be allocated by the Supplier to the Customer from time to time under the Contract.

## 1.2 Interpretation:

- (a) A reference to legislation or a legislative provision:
  - (i) is a reference to it as amended, extended or re-enacted from time to time; and
  - (ii) shall include all subordinate legislation made from time to time under that legislation or legislative provision.
- (b) Any words following the terms **including, include, in particular, for example** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- (c) A reference to **writing** or **written** includes email but not fax.

## 2. Description of Services

2.1 Subject to these Conditions and the Customer's compliance in full with them at all times, the Supplier shall supply the following Services to the Customer under and for the duration of the Contract:

- (a) A **licence to use** the Unit for the storage of Property (**Permitted Purpose**) but for no other purpose whatsoever. In particular, the Customer shall not carry out any form of trading from the Unit including any form of sale, distribution or manufacture of goods.
- (b) A **licence to access** the Unit 24 hours a day and 7 days a week (save for any period when the Supplier has closed the Site or Unit temporarily on account of an emergency or for safety reasons) for the purposes only of depositing, removing and substituting Property in the Unit or inspecting Property or the Unit itself but for no other purpose whatsoever.
- (c) Subject to availability, a **licence to use** any car parking spaces at the Site reserved for Customers but strictly only on a temporary basis whilst visiting the Unit and the Site.

2.2 Nothing in the Contract or these Conditions shall create a tenancy of the Unit in favour of the Customer or confer on the Customer any right of exclusive possession of the Unit.

### **3. Basis of Contract and Duration**

- 3.1 An Order shall only be deemed to be accepted when the Supplier issues a written acceptance/confirmation of the Order at which point and on which date the Contract shall come into existence (**Commencement Date**).
- 3.2 Unless otherwise agreed in writing by the Supplier and subject to earlier termination in accordance with these Conditions, the Contract shall have a minimum duration of 6 calendar months from the Commencement Date (**Minimum Term**) and thereafter may be terminated pursuant to clause 11.1.
- 3.3 Any drawings, descriptive matter or advertising issued by the Supplier, and any descriptions or illustrations contained in the Supplier's catalogues or brochures or on its website, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.
- 3.4 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 3.5 The Site Rules and Information are deemed to be incorporated in the Contract. The Site Rules and Information may be amended by the Supplier from time to time and any amendments shall become effective upon notice of them being served on the Customer. In the event of any conflict between the Site Rules and Information and these Conditions, these Conditions shall prevail.

### **4. Supplier Warranty**

The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.

### **5. Customer's Undertakings**

- 5.1 The Customer shall:
- (a) co-operate with the Supplier in all matters relating to the Services as the Supplier may reasonably require; and
  - (b) provide the Supplier with such information and documentation as the Supplier may reasonably require in connection with the supply of the Services, and ensure that such information and documentation is complete and accurate in all material respects.

- 5.2 The Customer shall not (and shall not allow any other person to) to use the Unit other than for the Permitted Purpose.
- 5.3 Storage of Property in the Unit, delivery of Property to the Unit and its removal from the Unit including any unloading and loading shall be entirely at the Customer's own risk and therefore it is the Customer's sole responsibility to insure Property and itself against such risks as it deems appropriate to insure against in connection with such activities. The Supplier shall not be responsible for any theft or loss of Property or any damage or deterioration to Property which may be suffered whilst it is being delivered to or removed from the Unit or whilst it is stored in the Unit unless this results from the Supplier's breach of contract.
- 5.4 The Customer shall not cause any damage to the Unit, any other Unit or any part of the Site including its facilities and shall not injure any person who is on the Site at any time including other Customers. The indemnity in clause 9 shall apply to any costs the Supplier incurs in repairing the damage or replacing any item of equipment and in particular the costs of repairing or replacing the Unit's entry door if it has been damaged by vehicles being driven by the Customer or its visitors.
- 5.5 The Customer shall at all times comply with the Site Rules and Information.
- 5.6 The Customer shall not make any external or internal alteration to the Unit without the Supplier's express prior written consent. If the Customer wishes to install any racking inside the Unit, it may only do so using a type and specification of racking purchased from the Supplier or if the Supplier is unable to source a supply of suitable racking within 1 month of the Customer placing an order therefor, a type and specification previously approved in writing by the Supplier.
- 5.7 The Customer warrants that any Property it stores in the Unit at any time is either its own property or property belonging to a person who has given the Customer irrevocable authority to store such property in the Unit on its behalf as that person's agent subject to these Conditions including the Supplier's lien in clause 8.
- 5.8 If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation or breach of the warranty set out in clause 5.7 (**Customer Default**):
- (a) without limiting or affecting any other right or remedy available to it, the Supplier shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;

- (b) the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 5.8; and
- (c) the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

## **6. Supplier's Right to Enter Unit**

The Customer shall allow the Supplier to enter the Unit at any time throughout the duration of the Contract in the following circumstances and for the following purposes:

- (a) when required to do so by law or court order;
- (b) when required to do so by the local authority, fire service, police, HMRC or other authorities and law enforcement agencies;
- (c) upon giving the Customer at least 24 hours' notice, in order to inspect the general state of condition and repair of the Unit and to check the Customer's compliance with the Site Rules and Information;
- (d) in order to effect any modifications, repairs and maintenance or cleaning required to the Unit;
- (e) in the interests of safety and in order to prevent injury or damage to persons or property; and
- (f) in order to enforce the Supplier's lien on Property as set out in clause 8.

## **7. Charges and Payment**

- 7.1 All Charges shall be calculated according to the Charges Tariff unless otherwise agreed in writing by the Supplier.
- 7.2 A deposit shall be payable on or before the Commencement Date and regular monthly licence fees shall be payable monthly in advance, in each case upon receipt of an invoice therefor from the Supplier. Unless the Supplier requires earlier payment, any additional Charges incurred at any time shall be included in the next regular monthly fee invoice.
- 7.3 The Supplier reserves the right to increase the Charges or include additional Charges in the Charges Tariff upon giving at least 1 calendar month's prior notice to the Customer, such increase or inclusion of additional Charges to take effect at any time after the end of the Minimum Term.
- 7.4 The Customer agrees that we may disclose information relating to the rental of the Customer's unit to The Valuation Office Agency/ Local Council (or any other statutory

body with similar authority) upon their request. This information may include, but is not limited to, the Customer's name, contact details, and details about the rental agreement.

The disclosure of such information will be conducted in compliance with applicable data protection laws and regulations. The Customer acknowledges that The Valuation Office Agency may contact the Customer directly if necessary.

Liability for Business Rates, the occupier will be expressly responsible for any business rates liability.

- 7.5 The Customer shall pay each invoice submitted by the Supplier in full and in cleared funds to a bank account nominated in writing by the Supplier either electronically by a debit or credit card payment or via a direct debit mandate signed by the Customer in favour of the Supplier. Payment shall be made within 7 days of receipt of the invoice and time for payment shall be of the essence of the Contract.
- 7.6 All Charges are exclusive of amounts in respect of value added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
- 7.7 If the Customer fails to make a payment due to the Supplier under the Contract by the due date, then, without limiting the Supplier's remedies under clause 11, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 7.7 will accrue each day at 5% a year above the Bank of England's base rate from time to time, but at 5% a year for any period when that base rate is below 0%.
- 7.8 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 8. Supplier's Lien**
- 8.1 The Supplier shall have a general and particular lien on Property stored in the Unit from time to time as security for payment of all Charges due from the Customer to the Supplier from time to time.
- 8.2 If an invoice for Charges is not paid in full on its due date for payment, the Supplier may, without prejudice to its other rights and remedies, enter the Unit at any time whilst the invoice remains unpaid and detain any of the Property then stored there giving notice in

writing to the Customer of its intention to sell or otherwise dispose of such Property if the amount outstanding is not paid in full within 14 days.

- 8.3 If the amount due is not paid by the expiry of such period, the Supplier may sell or otherwise dispose of some or all of the Property, as agent of the Customer and at the Customer's expense and risk, and shall remit the proceeds of sale or disposal of such Property to the Customer after deduction of all amounts due to the Supplier and the expenses incurred by the Supplier for the sale or disposal of such Property including any costs of removing the Property from the Unit and its storage in another location pending sale or disposal.
- 8.4 The Supplier shall not be liable to obtain the best price obtainable for the sale or disposal of the Property.

## **9. Indemnity**

Without limiting or affecting any other right or remedy available to the Supplier, the Customer shall keep the Supplier indemnified against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Supplier arising out of or in connection with any breach of the terms of this agreement by the Customer.

## **10. Limitations of Liability: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.**

- 10.1 The Supplier has obtained public liability insurance cover limited to £5,000,000 in respect of its own legal liability to the Customer and other persons arising from the Supplier's provision of the Services and otherwise.
- 10.2 The limits and exclusions in this clause reflect the insurance cover the Supplier has been able to arrange and the Customer is responsible for making its own arrangements for the insurance of any excess loss.
- 10.3 References to liability in this clause **10** include every kind of liability arising under or in connection with the Contract or otherwise including liability in contract, tort (including negligence), misrepresentation, restitution.
- 10.4 Neither party may benefit from the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default.
- 10.5 Nothing in this clause **10** shall limit the Customer's payment obligations under the Contract.

- 10.6 Nothing in the Contract limits any liability which cannot legally be limited, including but not limited to liability for:
- (a) death or personal injury caused by negligence; and
  - (b) fraud or fraudulent misrepresentation.
- 10.7 Subject to clause 10.4 (No limitation in respect of deliberate default), and clause 10.6 (Liabilities which cannot legally be limited), the Supplier's total liability to the Customer shall not exceed the higher of:
- (a) the total amounts of Charges payable under the Contract;
  - (b) the total replacement value for the Customer's insurance purposes of the Property stored in the Unit when the Supplier's liability to the Customer arises; and
  - (c) the limit of the Supplier's public liability insurance as set out in clause 10.1.
- 10.8 The caps on the Supplier's liabilities shall be reduced by:
- (a) payment of an uncapped liability; and
  - (b) any amounts awarded by a court or arbitrator, using their procedural or statutory powers in respect of costs of proceedings or interest for late payment.
- 10.9 Subject to clause 10.4 (No limitation in respect of deliberate default), clause 10.5 (No limitation of customer's payment obligations) and clause 10.6 (Liabilities which cannot legally be limited), this clause 10.9 sets out the types of loss that are wholly excluded:
- (a) loss of profits.
  - (b) loss of sales or business.
  - (c) loss of agreements or contracts.
  - (d) loss of anticipated savings.
  - (e) loss of use or corruption of software, data or information.
  - (f) loss of or damage to goodwill; and
  - (g) indirect or consequential loss.
- 10.10 Unless the Customer notifies the Supplier that it intends to make a claim in respect of an event within the notice period, the Supplier shall have no liability for that event. The notice period for an event shall start on the day on which the Customer became, or ought reasonably to have become, aware of the event having occurred and shall expire 3 months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

10.11 This clause 10 shall survive termination of the Contract.

## 11. Termination

11.1 Without affecting any other right or remedy available to it, either party may terminate the Contract by giving the other party at least 14 days' written notice to take effect any time after the end of the Minimum Term.

11.2 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

- (a) the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 days of that party being notified in writing to do so;
- (b) the other party takes any step or action in connection with (in the case of a company) its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or (in the case of an individual) being subject to bankruptcy or any other form of insolvency proceedings including the appointment of a receiver or making any composition or arrangement with its creditors;
- (c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- (d) the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

11.3 Without affecting any other right or remedy available to it, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.

11.4 Without affecting any other right or remedy available to it, the Supplier may suspend the supply of Services under the Contract or any other contract between the Customer and the Supplier if:

- (a) the Customer fails to pay any amount due under the Contract on the due date for payment;
- (b) the Customer becomes subject to any of the events listed in clause 11.2(c) or clause 11.2(d), or the Supplier reasonably believes that the Customer is about to become subject to any of them; and

- (c) the Supplier reasonably believes that the Customer is about to become subject to any of the events listed in clause 11.2(b).

## **12. Consequences of Termination**

### **12.1 On termination of the Contract:**

- (a) the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt; and
- (b) the Customer shall ensure all Property (and any other property being kept at the Unit upon termination) is removed from the Unit and shall leave the Unit clean, tidy and free from rubbish and in at least as good a state of condition and repair as it was at the Commencement Date.

12.2 Termination of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

12.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.

## **13. General**

13.1 **Force Majeure.** Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.

### **13.2 Assignment and Other Dealings.**

- (a) The Supplier may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.
- (b) The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of the Supplier
- (c) .

### **13.3 Confidentiality.**

- (a) Each party undertakes that it shall not at any time during the Contract, and for a period of two years after termination of the Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 13.3(b).
- (b) Each party may disclose the other party's confidential information:
  - (i) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 13.3; and
  - (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- (c) Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

#### 13.4 **Entire Agreement.**

- (a) The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- (b) Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.
- (c) Nothing in this clause shall limit or exclude any liability for fraud.

13.5 **Variation.** Except as set out in these Conditions, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

13.6 **Waiver.** A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

13.7 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement. If any provision or part-provision of this Contract deleted under this clause 13.7 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

13.8 **Notices.**

- (a) Any notice given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case) or sent by email to such email address as the recipient shall have used to communicate with the sender in connection with the Contract.
- (b) Any notice shall be deemed to have been received:
  - (i) if delivered by hand, at the time the notice is left at the proper address;
  - (ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or
  - (iii) if sent by email at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 13.8(b)(iii), business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- (c) This clause 13.8 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

13.9 **Third Party Rights.** Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

13.10 **Governing Law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales.

13.11 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.