



**STORAGE:**

1. So long as all fees are paid up to date, Storer:
  - (a) is licensed to store Goods in the Unit allocated to Storer by ANVSJ from time to time and only in that Unit;
  - (b) is deemed to have knowledge of the Goods in the Unit; and
  - (c) warrants that 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 ANVSJ the owner.
2. ANVSJ:
  - (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 Storer acknowledges that ANVSJ does not take possession of the Goods; and
  - (c) does not grant any lease or tenancy of the Unit.

**COST:**

3. Storer must pay the Deposit on signing this Agreement. The Deposit (or the balance of it after any appropriate deductions for any unpaid Fees, repairs, cleaning or other charges to put right any breach of this Agreement by Storer) will be refunded by cheque, cash or electronic transfer within 28 days of expiry or termination of this Agreement.
4. Storer is responsible to pay:
  - (a) the Storage Fee (being the amount set out in the cover sheet or as most recently notified to Storer by ANVSJ) payable in advance on the first day of each storage period, first of calendar month, and it is Storer's responsibility to see that payment is made directly to ANVSJ on time and in full throughout the period of storage. ANVSJ does not normally bill ANVSJ fees. Any Storage Fees paid by direct debit will not be credited to Storer's account unless the Storer identifies the payment clearly and as directed by ANVSJ and ANVSJ shall have no liability to and shall be indemnified by Storer if ANVSJ takes steps to enforce the Agreement (including the sale of Goods) due to the Storer's failure to identify a payment. ANVSJ 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; No refunds will be given for pre-paid rental payments.
  - (b) the Cleaning Fee, to be invoiced at ANVSJ's discretion in circumstances described in this Agreement;
  - (c) a Late Payment Fee of £10 every 7 days after the due date will be applied until the arrears is cleared;
  - (d) any costs incurred by the ANVSJ 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 Storer has more than one agreement with ANVSJ, all will form one account with ANVSJ and ANVSJ may in its sole discretion elect to apply any payment made by or on behalf of Storer on this agreement against the oldest Debt due from Storer to ANVSJ on any agreement in the account.
  - (f) VAT at the standard rate to be added to storage fees and additional costs where applicable

#### **DEFAULT – RIGHT TO SELL OR DISPOSE OF GOODS:**

5. ANVSJ takes the issue of prompt payment very seriously and has a right of lien. Regardless of Condition 35, if any sum owing to ANVSJ is not paid when due, Storer authorises ANVSJ without further notice to:
- (a) refuse Storer and its agents access to the Goods, the Unit and the Facility 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 Storer for all reasonable costs of doing so on any number of occasions; and
  - (c) apply the Deposit against the Debt and, if insufficient to clear it in full, exercise a lien over and/or sell or dispose of some or all of the Goods in accordance with Condition 7. Storer acknowledges that
  - (d) ANVSJ shall be entitled to continue to charge storage. From the date the Debt becomes due until payment is made in full or the Goods are sold or disposed of, ANVSJ excludes any liability in respect of the Goods and any duty of care however it may arise;
  - (e) ANVSJ will sell the Goods as if ANVSJ was the owner and will pass all rights of ownership in the Goods to the buyer; and
  - (f) if Storer does not pay fees on the Due Date, the value of any discounts and special offers (including periods of free storage) which Storer has received will be payable by Storer in full.
6. On expiry or termination of this Agreement, if Storer fails to remove all Goods from the Unit, ANVSJ 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 9. Storer is liable for Storage Fees from the period from abandonment to the sale or disposal of the Goods (Debt).
7. Before ANVSJ sells or disposes of the Goods, it will give Storer notice in writing directing Storer to pay (if Storer 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 Storer to ANVSJ in writing and by email if you have elected not to receive traditional mail. If no address within the UK has been provided, ANVSJ will use any land or email address it holds for Storer and any ACP. If Storer fails to pay the Debt and/or collect the Goods (as appropriate) within one month of this notice ANVSJ will access your space and begin the process to sell or dispose of the Goods. Storer consents to and authorises the sale or disposal of all Goods without further notice regardless of their nature or value. ANVSJ will sell the Goods for the best price reasonably available in the open market, taking into account the costs of sale. ANVSJ 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, Storer must pay ANVSJ the balance within 7 days of a written demand from ANVSJ. Interest will be charged on the balance until payment in full has been made. ANVSJ 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 Storer, ANVSJ will hold the balance for the Storer but no interest will accrue on it.
9. If, in the opinion of ANVSJ and entirely at the discretion of ANVSJ, a defaulting Storer'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, Storer authorises ANVSJ to treat the Goods as abandoned and ANVSJ may dispose of all Goods by any means at Storer's cost. ANVSJ may dispose of Storer'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 ANVSJ, severely damaged, of no commercial value, or dangerous to persons or property. ANVSJ does not need the prior approval of Storer to take this action but will send Notice to Storer within 7 days.
10. Any items left unattended in common areas or outside the Storer's Unit at any time may at ANVSJ's discretion be moved, sold or disposed of immediately with no liability to ANVSJ.

#### **ACCESS:**

11. Storer has the right to access the Unit during Access Hours as posted by ANVSJ (as displayed on the site) and subject to the terms of this Agreement. ANVSJ will try to provide advance warning of changes to Access Hours by notice at the Facility but reserves the right to change Access Hours temporarily to other reasonable times without giving prior notice.

12. Only Storer or others authorised or accompanied by Storer (its Agents) may access the Unit. Storer is responsible for and liable to ANVSJ and other users of the facility for its own actions and those of its Agents. ANVSJ may (but is not obliged to) require proof of identity from Storer or any other person at any time and, at ANVSJ's sole discretion, may refuse access to any person who is unable to produce satisfactory proof.
13. ANVSJ may refuse Storer access to the Unit and/or the Facility where moneys are owing by Storer to ANVSJ, whether or not a formal demand for payment has been made, or if ANVSJ considers the safety or security of any person, unit or goods on or at the Facility will be put at risk.
14. Storer should not leave a key with or permit access to the Unit to any person other than its own Agent who is responsible to Storer and subject to its control. If Storer does so, it does so at its own risk.
15. Storer authorises ANVSJ 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 Facility;
  - (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 ANVSJ believes the Unit is being used to store prohibited goods or for a prohibited purpose; or if ANVSJ 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 ANVSJ's lien or power of sale or disposal in accordance with this Agreement.

#### **STORER'S RESPONSIBILITIES:**

16. Storer will be solely responsible for providing a secure padlock for the Unit and ensuring it is locked so as to be secure from unauthorised entry at all times when the Storer is not in the Unit. ANVSJ will not be responsible for locking any unlocked Unit. Storer is not permitted to apply a padlock to the Unit in ANVSJ's overlocking position and ANVSJ may have any such padlock forcefully cut off at Storer's expense. Where applicable, Storer will secure the external gates and/or doors of the Facility.
17. Store is strictly forbidden from storing the following goods in the Storage Unit (this list is not exhaustive):
- jewellery, fur, art objects, collection pieces or irreplaceable objects, objects with an emotional or special value,
  - cash money, securities, stocks or shares,
  - any item which emits any fumes, smell or odour,
  - birds, fish, animals or any other living creatures,
  - refuse and other waste materials (including animal and toxic/hazardous waste materials),
  - food and other perishable goods (subject to decay) unless securely packed so that they are protected and do not attract vermin or cause any other form of nuisance,
  - firearms, explosives, weapons or ammunition,
  - any illegal substances such as drugs, illegal items or goods illegally obtained such as smuggled or stolen goods, etc.
  - chemicals, radioactive materials, biological agents, asbestos and/or processed asbestos,
  - (artificial) fertilizer,
  - gas bottles or any other compressed gases and/or batteries, fireworks, car and/or motorcycle wrecks, the storage of (vintage) cars and/or motorcycles that are not wrecks is allowed with the understanding that under the car and/or motorcycle a ANVSJ-approved protective tray or mat is provided to prevent leaking oil impacting on the environment and the presence of fuel in any fuel tanks must be kept to a minimum; the cars furthermore need a separate fully adequate third-party insurance cover to be maintained by the Customer at all times in accordance with article 27 of these General Terms and Conditions,
  - combustible or flammable materials or liquids including diesel and petrol (with the exception of the minimum allowed as mentioned above for cars and motorcycles);
  - any other toxic, flammable or hazardous substances or preparations that are classified as such under any applicable law or local regulations such as:
    - explosive substances and preparations such as spray cans including air- fresheners, hair lacquer, car paint, varnish and car windscreen defroster; sprays and (liquid) gases such as LPG, hydrogen, acetylene, propane gas and butane;
    - oxidising substances and preparations such as hydrogen and other peroxides, chlorates, strong saltpetre and perchloric acids,
    - (highly) flammable substances and preparations such as petroleum, benzene, burning alcohol or methyl alcohol, turpentine, white spirit, acetone, paint, windscreen defroster, air-freshener, close-contact adhesive and neoprene adhesive;

- (highly) toxic substances and preparations such as methyl alcohol, stain removers, pesticides;
- harmful substances and preparations such as cleaning products, paint thinners, wood preservation products, paint removers;
- caustic substances and preparations such as sun blocking agents for pipes, decalcifying products, caustic soda, strong acids, caustic products such as oven and toilet cleaners;
- irritants and preparations;
- sensitizing substances and preparations;
- carcinogenic substances and preparations;
- mutagenic substances and preparations;
- substances and preparations toxic to reproduction;
- substances and preparations that are dangerous to the environment such as CFCs, PCBs and PCs, pesticides and heavy metals such as mercury in thermometers, cadmium and zinc from batteries, lead and copper;
- pesticides and herbicides

Storer will be liable under Condition 28 for any breach of this Condition 17.

18. Storer 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 Facility or in the Unit which may be a nuisance to ANVSJ 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 Facility or in the Unit which may invalidate or increase premiums under any insurance policies of ANVSJ 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 in writing by ANVSJ; or
- (f) cause damage to the Unit or any part of the Facility (which includes by removal, haulage or delivery contractors) or create any obstruction or leave items or refuse in any common space within the Facility.

19. Storer must maintain the Unit by ensuring it is clean and in a state of good repair. In the event of uncleanness of or damage to the Unit or Facility, ANVSJ will be entitled to retain the Deposit, charge a Cleaning Fee, and/ or claim full reimbursement from the Storer of the reasonable costs of repairs, replacement, restoration, proper compensation or disposal of refuse.

20. Storer must (and ensure that its Agents) use reasonable care on site and have respect for the Facility and other unit users, inform ANVSJ of any damage or defect immediately it is discovered and comply with the reasonable directions of ANVSJ's employees, agents and contractors and any other regulations for the use, safety and security of the Facility as ANVSJ shall issue periodically.

21. This Agreement does not confer on Storer any right to exclusive possession of the Unit and ANVSJ reserves the right to relocate Storer to another Unit not smaller than the current Unit

- (a) by giving 7 days' notice during which the Storer 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, ANVSJ will pay Storer's reasonable costs of removal if approved in writing by ANVSJ in advance of removal. If Storer does not arrange removal by the date specified in ANVSJ's notice, then Storer authorises ANVSJ and its agents to enter Unit acting as Storer's agents and at Storer's risk. Following removal this agreement will be varied by substitution of the new Unit number but other-wise continues in full force and effect at the rate in force for the original Unit at the time of the removal.

22. Storer 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. ANVSJ makes no warranty or representation that any unit is suitable for any particular goods and accepts no liability in this regard.

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

24. Storer must give Notice to the ANVSJ in writing of the change of address, phone numbers or email address of the Storer or the Alternate Contact Person ("ACP") within 7 days of any change. Storer agrees ANVSJ is entitled to discuss any default by the Storer with the ACP registered on the front of this Agreement if applicable.

## **RISK AND RESPONSIBILITY**

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

26. The Goods are stored at the sole risk and responsibility of Storer who shall be responsible for and bear the risk of any and all theft, damage to, and deterioration of the Goods caused by any reason whatsoever. ANVSJ excludes all liability in respect of loss or damage to

(a) Storer's business, if any, including consequential loss, lost profits or business interruption; and

(b) Goods, in any case, caused by Normal Perils (fire, sprinkler leakage, lightning, explosion, earthquake, aircraft or articles dropped from them, storm, flood, bursting and/or leaking pipes, ingress of water or other liquid, moth, insect, vermin, theft accompanied by forcible and violent entry to or exit from the building or Unit, riot, strike, civil commotion, malicious damage, impact by vehicles of any kind ("the Normal Perils"), accidental damage from any cause whatsoever, or by mildew, heat, spillage of material from any other unit, or any other reason whatsoever. ANVSJ is not liable for loss or damage to goods even if caused by ANVSJ's negligence. ANVSJ 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 ANVSJ, its agents and/or employees.

27. ANVSJ does not insure the Goods and it is a condition of this Agreement that the Goods are to be insured by Storer at all times while they are in storage against all Normal Perils for their Replacement Value. Storer warrants that such cover is in place, that it will not allow or cause such cover to lapse and that the aggregate value of Goods in the Unit from time to time will not exceed the Replacement Value. ANVSJ does not give any advice concerning insurance cover given by any policy and Storer must make its own judgment as to adequacy of cover. Inspection of any insurance documents provided by Storer to demonstrate cover does not mean ANVSJ has approved the cover or confirmed it is sufficient.

28. Storer will be liable for and compensate ANVSJ for the full amount of all claims, liabilities, demands, damages, costs and expenses (including any reasonably incurred legal and professional fees) incurred by ANVSJ 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 Facility) or

(b) breach of this Agreement by Storer or any of its Agents or

(c) enforcement of any of the terms of this Agreement.

29. Storer 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 Storer and includes any and all Liabilities resulting from such a breach.

30. If ANVSJ has reason to believe that Storer is not complying with all relevant laws ANVSJ may take any action it believes to be necessary, including but not limited to the action outlined in Conditions 15 and 35, contacting, cooperating with and/or submitting Goods to the relevant authorities, and/or immediately disposing of or removing the Goods at Storer's expense. Storer agrees that ANVSJ may take such action at any time even though ANVSJ could have acted earlier.

31. In respect of circumstances outside ANVSJ's reasonable control, ANVSJ shall have no liability under or be considered to be in breach of this Agreement for any delay or failure in performance of its obligations under this Agreement or any resulting loss or damage to Goods. Such circumstances include any Act of God, riot, strike or lock-out, trade dispute or labour disturbance, accident, breakdown of plant or machinery, fire, flood, shortage of labour, materials or transport, electrical power failures, threat of or actual terrorism or environmental or health emergency or hazard, or entry into any unit including the Unit or the Facility by, or arrest or seizure or confiscation of Goods by, competent authorities. If this happens, ANVSJ will not be responsible for failing to allow access to the Goods, Unit and/or the Facility so long as the circumstances continue. ANVSJ will try to minimize any effects arising from such circumstances.

## **PERSONAL INFORMATION**

32. ANVSJ collects information about Storer on registration and whilst this Agreement continues, including personal data (Data). ANVSJ processes Data in accordance with the Data Protection Act 1998 and uses it to process payments, communicate with Storer and generally maintain Storer's account. ANVSJ may share Data with, and collect Data from, credit reference or fraud prevention agencies and trade associations of which ANVSJ is a member. If Storer applies for ANVSJ's insurance, ANVSJ will pass Data on to the insurer, who may enter such Data onto a register of claims shared with other insurers to prevent fraudulent claims. ANVSJ will release Data and other account details at any time if it considers in its sole discretion this is appropriate:

- (a) to comply with the law;
- (b) to enforce this Agreement;
- (c) for fraud protection and credit risk reduction;
- (d) for crime prevention or detection purposes;
- (e) to protect the safety of any person at the Facility,
- (f) if ANVSJ considers the security of any unit at the Facility or its contents may otherwise be put at risk. Also, if ANVSJ sells or buys any business or assets, it may disclose Data and account details to the prospective seller or buyer of such business or assets or if substantially all of ANVSJ's assets are acquired by a third party, Data and account details will be one of the transferred assets. Individuals have the right to request a copy of the information that ANVSJ holds on them and requests should be emailed or sent to the addresses on the cover sheet. A small charge may be made for this service.

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

#### **NOTICE:**

34. Notices to be given by ANVSJ or Storer must be in writing and must either be delivered by hand or sent by pre-paid post. ANVSJ may also give Notice to Storer by SMS or email. Notices shall be deemed received at the time of delivery by hand, one hour after sending by email or SMS or 48 hours after posting. Notices from ANVSJ to Storer will be sent to the address on the cover sheet or the most recent address in the United Kingdom notified to ANVSJ. In the event of not being able to contact the Storer at the last notified address or other contact including SMS or email, Notice is deemed to have been given to Storer if ANVSJ 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 Storer must be sent to the ANVSJ at the address on the cover sheet. In the event that there is more than one Storer, notice to or by any single Storer is agreed to be sufficient for the purposes of any Notice requirement under this Agreement.

#### **TERMINATION:**

35. Either party may terminate this Agreement by giving the other party Notice of the Termination Date in accordance with period indicated on the cover sheet ending on any Due Date. In the event of illegal or environmentally harmful activities on the part of the Storer or a breach of this Agreement (which, if it can be put right, Storer has failed to put right within 7 days of notice from ANVSJ to do so), ANVSJ may terminate the Agreement immediately by Notice. ANVSJ is entitled to retain from the Deposit, or make a charge for, apportioned Storage Fees if less than 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 ANVSJ. In the event that Goods and/or refuse are left in the Unit after the Termination Date, Conditions 6 and 19 will apply. Storer must pay any outstanding Storage Fees and any expenses on default or any other moneys owed to ANVSJ up to the Termination Date, or Conditions 5 to 9 may apply. Any calculation of the outstanding fees will be by ANVSJ. If ANVSJ enters the Unit for any reason and there are no Goods stored in it, ANVSJ may terminate the Agreement without giving prior Notice but will send Notice to Storer within 7 days.

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

37. 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:**

38. ANVSJ may vary the Storage Fee or other terms of this Agreement and add new terms and conditions as long as such modifications are notified to Storer in writing and signed by one of ANVSJ's directors. The modified terms will take effect of the first Due Date occurring not less than 28 days after the date of ANVSJ's notice. Storer may terminate without charge accordance with Condition 34. Otherwise, Storer's continued use of the Unit will be considered as acceptance of and agreement to the amended terms.

39. Storer acknowledges and agrees that:

- (a) the terms of this document constitute the whole contract with ANVSJ and, in entering this contract, Storer 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 ANVSJ and ANVSJ has, prior to the Storer entering into this Agreement, answered all such queries to the satisfaction of Storer;
- (c) any matters resulting from such queries have, to the extent required by Storer and agreed to by ANVSJ, been reduced to writing and incorporated into the terms of this Agreement;
- (d) if ANVSJ decides not to exercise or enforce any right that it has against Storer at a particular time, then this does not prevent ANVSJ from later deciding to exercise or enforce that right unless ANVSJ tells Storer in writing that ANVSJ has waived or given up its ability to do so;
- (e) it is not intended that anyone other than Storer and ANVSJ will have any rights under this Agreement and accordingly no person other than the Storer and the FO shall have any rights arising from this Agreement;
- (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) Storer 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 Facility; and
- (h) where Storer consists of two or more persons each person takes on the obligations under this Agreement separately. This Agreement shall be governed by British law and any dispute or claim arising from or relating in any way to this Agreement shall be subject to the exclusive jurisdiction of UK Magistrates Court. 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 for emergency interlocutory relief, that it has first offered to submit the dispute to mediation.