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Terms and Conditions

1. In these Terms and Conditions Extrastorage is called "The Company" and any individual firm, company or other person with whom the Company contracts is called "The Customer".

   Extrastorage ("The Company") is a trading name of Garrick Developments Limited (company number 04141062) whose registered office is at Lichfield House, Coppice Side Industrial Estate, Brownhills, West Midlands WS8 7EX ("**the Centre**").

2. All the terms and the contract between the Company and the Customer are set out in the Self Storage Licence Agreement overleaf and in these conditions (together referred to as "**the Agreement**"). All other terms conditions warranties guarantees undertakings or representations whether express or implied by statute (insofar as such statute permit) common law or otherwise or arising from conduct or a previous course of dealing or trade custom or usage or agreed or offered orally or in correspondence or otherwise are hereby excluded from the Agreement. No variation of the Agreement is binding on the Company unless agreed to in writing and signed by a Director of the Company.

3. The Company shall upon payment of a minimum 4 week's storage charge as agreed in the Self Storage Licence Agreement ("**the Initial Charge**") make available to the Customer the storage unit specified in the Agreement ("**the Unit**") by way of licence only for the sole purpose of the storage of the Customer's goods.

4. The Agreement between the Company and the Customer shall commence from the commencement date set out in the Self Storage Licence Agreement ("**the Commencement Date**") and the payment by the Customer of the Initial Charge and shall continue until terminated pursuant to these conditions.

5. ***The Customer is required to inspect the Unit before storing any goods and inform the Company if he believes it is damaged or unsuitable for his requirements in any way. If the Customer fails to inform the Company of any damage or unsuitability of the Unit before this point, the Unit will be deemed to be suitable for the Customer's requirements and in good condition at the Commencement Date, and the Customer will waive any right he may have against the Company as regards damage arising from the poor condition of the Unit at this point.***

6. The Customer may have access to the Unit at any time during the access hours as set out in the Self Storage Licence Agreement ("**the Access Hours**"). No access to the Unit will be permitted outside the Access Hours without prior arrangement. The Company may change the Access Hours at anytime without giving any prior notice.

7. The Customer must provide his own lock and be responsible for final access to the Unit. The Company does not accept liability for unauthorised access by third parties in possession of the customer's key and or with knowledge of the location of the Unit. The Company may demand proof of identity from the Customer or any other person at any time, (but is not obliged to do so) and may refuse access to any person (including the Customer) who is unable to provide satisfactory proof of identity. In the case of shared Units, the Customer accepts that the Company has no liability in the management or control of the Unit other than to hold the key for the sharing parties if so required.

8. The Customer is responsible for providing a padlock for the Unit and must ensure that it is locked at all times when he is not in attendance. The Company will not be responsible for locking any unlocked Unit. In the case of a shared Unit the rent will include the provision of a shared padlock.

9. ***The Company (and its agents and servants) reserve the right to enter the Unit without the Customers permission (and to break the lock if necessary) and to remove all or any goods stored in the Unit for the purpose of inspection cleaning and repairs to the Unit or in emergency or to establish whether such entry is required in the interests or safety or to prevent damage or injury to persons or property or to remove prohibited items or if the Company is required to do so but any public Service, Authority, Court order, or to comply with any other clause in this Agreement, including but not limited to, clause 17 (A).***

   The Company shall not be liable for any damage caused to the goods stored in the Unit as a result of such entry and removal except to the extent that this is due to the negligence of the Company.

10. ***The Customer warrants to the Company that he is entitled in law to possession of any goods stored in the Unit at any time or that ownership is vested in him for the purposes of entering into this Agreement, and that such goods are not of a dangerous nature, do not have any dangerous characteristics, include and contain no dangerous substances whatsoever, specially include no substance which is explosive or flammable radioactive or toxic nor any gas and will not contaminate or otherwise damage or affect the Centre or other goods stored therein nor emit any fumes or odours nor any illegal substances and that none of the goods stored in the Unit have been illegally obtained by the Customer or the person on behalf of whom the Customer is storing the goods in the Unit. The goods stored shall be adequately packaged and shall not be of a perishable nature or include any plant, animal or other living creature. The Company may refuse to permit storage of any goods regardless of reason.***

11. The Customer shall not use the Unit or do or suffer to be done anything on the Centre which is or may become a nuisance to the Company's employees, agents or other Customers, do or suffer to be done anything on the Centre which may render void or voidable or increase the rate of premium of any insurance carried by the Company in respect of the Centre or its occupiers or employees liabilities, including, but without limitation, causing any obstruction or undue hindrance in any passageway, stairway, service area or other part of the Centre, sub-licence, transfer, assign or in any way part with the benefit of this Agreement (which shall be reserved to the Customer), use the Unit as offices or living accommodation or as a home or business address, spray paint or do mechanical work of any kind in the Unit, attach anything to the walls, ceiling, floors or doors of the Unit or make any alteration to the Unit, cause damage to the Unit or any other storage unit or the Centre or to the property and possessions of the Company or any other customers.

   If in breach of this clause the Customer shall be under an obligation (at the Company's option) to repair, restore or replace any damaged item, or reimburse the Company for making such necessary repair, restoration or replacement.

12. The Customer shall : I) comply with all fire, safety and security precautions or instructions posted about the Centre or as directed by any officer of the Company: II) make himself available to receive any deliveries of goods to the Unit which he shall store in such a manner so as not to inconvenience the other customer's of the Company: III) ensure that the Unit is secure at all times when not in use : IV) at all times exercise courtesy to others in using any passageway, stairway, service area or other part of the Centre: V) inform the Company immediately of any damage to the Unit: VI) comply with the direction of any of the Company's employees or agents at the Centre and any further regulations for use of the Unit which the Company may issue from time to time: VII) indemnify the Company against any loss or damage arising from willful breach of any clause in this Agreement.

13. ***The Agreement shall not confer upon the Customer any exclusive right to possession of the Unit and nothing in this Agreement shall be treated as creating any tenancy, lease or any relationship of landlord and tenant between the Company and the Customer, nor shall the Company be regarded as a warehouse keeper. The Company may upon giving seven days notice to the Customer transfer or require the Customer to transfer at his own expense any goods stored within the Unit to another Unit or Units within the Centre in which event this Agreement shall apply to such other Units in similar fashion to the Unit originally designated for the Customer, provided however that any Unit or Units so substituted shall be of no less size or higher price than that occupied by the Customer prior to such move.***

14. The Customer shall on the signing of this Agreement pay a deposit to the Company equal to and in addition to the Initial Charge which sum shall be retained by the Company until termination of the Agreement and thereafter returned to the Customer without interest and less any sums deducted in respect of cleaning or repair of the Unit by the Company under clause 19, or in respect of arrears of Charges (as defined below) whether by reason of unpaid Charges (as defined below) or late Charges (as defined below) or otherwise.

15. ***(A) The weekly charge shall be that agreed between the Company and the Customer as set out in the Self Storage Licence Agreement ("the Charge") and shall be payable in respect of each 4 week period or fraction of a week during which there are goods stored in the Unit for which the Customer is responsible save for the first 4 week's of the Agreement which shall be covered by the Initial Charge. (B) The Initial Charge relates to the first 4 weeks of using the Unit and shall be due and payable on the Commencement Date and the Charge for each successive 4 week period thereafter shall become due and payable 4 weeks in advance. (C) The Company shall be entitled to increase the weekly Charge under the Agreement by notice in writing to the Customer giving at least thirty days before such increase is to take effect. (D) The Company shall be entitled to charge an additional sum of £10.00 or 10% of the Charge (whichever is the greater) in respect of each two-week period or part thereof after the Charge shall have become due and payable and the same remains unpaid. Such additional Charge shall be added to and treated for the purpose of this Agreement as an outstanding Charge. (E) In the event that any cheque is dishonoured, the Company may make a further charge of £12.00 on each occasion that a cheque is required to be returned. (F) In the event of any breach of this Agreement which requires the Company to take any remedial action, the Company may make an appropriate charge to rectify any costs or other charges involved.***

16. ***If the Charge or any additional charge payable under clause 15 above remains unpaid two weeks following the due date, the Company may exclude the Customer from the Centre and from the Unit and may break the lock on the Unit and install a new lock whether or not the Agreement has been terminated. If the Company exercises its right under this clause it will not affect the Customer's obligation to pay any unpaid or future Charges.***

17. ***(A) If the Charge for the Unit or any other Unit rented by the Customer, or any other sums due and payable by the Customer to the Company under this Agreement shall remain unpaid for more than 1 month the Company may give notice in writing to the Customer of its intention to sell any goods stored in any Unit to meet such unpaid sums and if the Customer does not within 72 hours of the date of such notice pay to the Company the amount of unpaid Charges and any other sums due or payable under the Agreement the Company shall in its absolute discretion be entitled to dispose of such goods at public auction or otherwise or by destroying the same. (B) The proceeds of sale under paragraph (A) of this clause shall be applied by the Company first to the unpaid Charge or any other sum due or payable under the Agreement and to any costs charges and expenses incurred by the Company in or in connection with the sale and the Customer shall only be entitled to claim the balance (if any) remaining thereafter. (C): Any sale under paragraph (A) of this clause shall be without prejudice to the Company's right to recover from the Customer any balance still outstanding and due from the Customer after the proceeds of such sale have been applied in accordance with paragraph B of the clause. (D): All goods stored will be subject to a lien in respect of unpaid charges.***

18. ***This Agreement may be terminated by either party giving not less than 30 days written notice ending on any due date and termination will take effect from the due date. Any licence fees paid in advance will be refunded, subject to the Company making deductions from them as if they were a deposit under condition 14. The Customer may not terminate the Agreement if any Charges are outstanding, or if he is otherwise in breach of the Agreement, but the Company may terminate the Agreement immediately by giving the Customer written notice if he is in breach of any term of this Agreement.***

19. On termination of the Agreement the Customer must retrieve all goods from the Unit and leave the Unit clean and tidy and in the same condition as at the Commencement date. The Company may charge the Customer if at its sole discretion it believes it is necessary to clean the Unit or dispose of any goods or rubbish left in the Unit or on the site in order to bring the Unit to substantially the same standard and condition as when the Agreement commenced. The Company may treat any goods remaining in the Unit after termination as abandoned and may dispose of them in accordance with condition 17.

20. ***The Customer acknowledges that any goods stored in the Unit remain so stored at his sole risk and expense. The Customer may insure the goods in the Unit against all insurable risks at full replacement value at his option. The Company shall not be liable to the Customer for any loss including consequential or economic loss or damage which may be suffered by the Customer by reason of any Act of God, force majeure, strike or lock-out, trade dispute or labour disturbance, accident, break down of plant or machinery, fire, flood, difficulty in obtaining workmen, materials or transport or other circumstances whatsoever outside the control of the Company affecting the provision by the Company or the availability of the Unit. The Company shall not be liable for any loss including consequential or economic loss or damage to the goods stored in the Unit whether or not the loss or damage is due to any act or omission/negligence or willful default by the Company or any of its servants. Nor shall the Company be liable for any loss including consequential or economic loss or damage to goods or deliveries received or accepted by the Company on behalf of the Customer or in the absence of the Customer and the Customer agrees to indemnify the Company against any claim arising against the Company as a result of the Company receiving or accepting goods or deliveries on behalf of the Customer. Any other representations, conditions warranties and other terms whether written or oral, express or implied, statutory or otherwise which are or may be inconsistent with this condition are expressly excluded to the fullest extent permitted by law.***

21. (A) The Customer will indemnify the Company and keep the Company indemnified against any demand or claim made or any action or other proceeding brought against the Company arising out of or in connection with any dispute as to the ownership of the goods stored in the Unit or as to the person entitled in law to possession thereof or the dangerous characteristics thereof or the infective or contagious nature thereof and against all and any costs charges expenses damages or loss incurred or suffered or becoming payable by the Company in connection with or as a result of any such demand claim or action or other proceedings as aforesaid. (B) The Customer shall fully and effectively indemnify and keep indemnified the Company from and against all claims actions demands costs and charges of whatsoever nature incurred by the Company or any of its servants, agents or other customers arising out of or resulting from the use of the Unit by the Customer.

22. The Company shall be entitled to send any notice bill statement or any other document whatsoever to the Customer at the address set out in the Agreement or if any change of address shall have been notified to the Company at the last address so notified and any notice bill statement or other document whatsoever so sent by the Company shall be deemed to have been received by the Customer two days after posting by first class pre-paid post or immediately if served personally.

23. Any delay by the Company in exercising any of its rights under the Agreement will not impair nor be a waiver of those rights nor will any partial exercise of any right preclude a further exercise of that right.

24. No variation of these Terms and Conditions will be effective unless expressly accepted in writing by the Company and signed by one of its Directors. None of the employees or agents, which is not also a Director of the Company, has any authority to vary the conditions of this Agreement whether orally or in writing.

25. Every provision in the Agreement is severable and distinct from every other provision and if at any time one or more of these provisions is or becomes invalid, illegal, unenforceable, the validity legality and enforceability of the remaining provisions will not be affected in anyway.

26. Where the Customer is two or more persons their obligations under this Agreement shall be joint and several.

27. All Unit sizes are nominal sizes only and each Unit is priced accordingly.

28. The Company will have the right to alter the foregoing conditions at any time and the condition so altered shall apply to all Agreements whether current at that time entered into thereafter provided always that in the case of current Agreements prior notice in writing shall be given by the Company to the Customer not less than one month before the variation shall come into effect.

29. The Agreement shall be governed by English law and the parties to it irrevocably agree to submit to the exclusive jurisdiction of the English courts.

30. All and any charges payable under the Agreement are exclusive of any applicable value added tax.

31. All and any goods stored in the Unit are subject to a general lien of the Company for all sums due and payable and becoming due or payable under the Agreement and any other monies due to the Company from the Customer.

The Customer indemnifies the Company against any loss or damage arising through willful breech of any clause of this Agreement.

April 2006 Revised March 2015

Extrastorage
self storage for your home & business

Extrastorage is a trading name of Garrick Developments Limited, Lichfield House, Coppice Side Industrial Estate, Brownhills, West Midlands, WS8 7EX. Company registration number:- 4141062. VAT number:- GB 376 0472 86