



TERMS AND CONDITIONS

Licence to use the Storage Space

- 1) Subject to the provisions below, we, Stadium Container Storage Ltd, Hampdon House, Falcon Court, Stockton on Tees, TS18 3TS (“the Licensor”), provide you with the right to use the Storage Space for the storage of property belonging to you only (“the Licensee”)

Suitability of the Storage Space

- 2) You are assumed to have inspected the Storage Space before storing any property in it and ensured that it is suitable for your requirements. We give no warranty that the Storage Space is suitable for the storage of your specific property. You are requested and advised to inspect the Storage Space regularly. You must take a video of the interior and exterior of the storage space, to show the condition PRIOR to your acceptance of the license.

Payments by you

- 3) You must pay the Deposit (if applicable) and the Initial Payment on or before the first day of the Agreement
- 4) You must pay the Monthly Payment by Standing Order to our Bank account monthly in advance on the first working day of the month.
- 5) The Deposit is security for the performance and observance of your obligations under the Agreement. It will be repaid to you (less any amount due to us in respect of any non-performance or non-observance of the Agreement by you) within 14 days of the termination of your Licence or such longer period as may be necessary to ascertain any amount due to us.

Your Obligations regarding the Storage Space and what you store

- 6) You must:
 - (a) Keep the Storage Space clean and tidy and clear of rubbish and leave it in a clean and tidy condition and free of your property when the Licence terminates. You must leave the storage space in the same condition as when you accepted it.
 - (b) Notify us as soon as you can of any concerns or complaints you have about the Storage Space
 - (c) Observe any reasonable rules and regulations we make and notify to you from time to time governing your use of the Storage Space and the access ways to the Storage Space or the Site generally
 - (d) Provide us with your main address and a contact telephone number and ensure that you provide us with written notice of any change of either as soon as you are able
 - (e) Ensure that if you are, or become, resident outside the UK, you notify us promptly and provide us with details of a responsible person who is a resident within the UK and who you authorize us to contact as required in the management of this Agreement
 - (f) Pay to us any reasonable costs losses and/or expenditure that we incur which arise as a result of your breach of this Agreement
 - (g) Notify us if you wish to use additional locks you must provide us with a key or access details beforehand

- 7) You must not:

- (a) Obstruct the access ways to the Storage Space or any other part of the Site or make them dirty or untidy or leave any rubbish on them



(b) Display any signs or notices at the Storage Space

(c) Use the Storage Space or the access ways to the Storage Space in such a way as to cause any nuisance damage disturbance annoyance inconvenience or interference to the Site or other occupiers or users of the Site or the occupiers or users of any adjoining or neighbouring land or property

(d) Do anything that might constitute a breach of any statutory requirement affecting the Site or that might impact upon any insurance effected in respect of the Site

(e) In any way impede us or our officers servants or agents in the exercise of our rights of possession and control of the Site and every part of the Site

(f) Store or permit to be stored in the Storage Space anything which may be a fire risk or cause damp, condensation or mould or any explosives, firearms, ammunition, toxic or pollutant substance, contaminated or other hazardous items, live or dead animals or anything else that is unsuitable to be stored in the Storage Space

8) You warrant to us that all property stored in the Storage Space from time to time is solely owned legally and beneficially to you.

Our Rights

9) We have the right to enter the Storage Space at any time to inspect clean and repair the Storage Space or in an emergency or to check that you are complying with your obligations under this Agreement or to enforce any rights or comply with any obligations that we may have under the Agreement or otherwise, including any request for inspection made by the police, HMRC or other enforcement agency.

10) We may remove any items from the Storage Space stored by you in breach of your obligations and/or require you to collect or remove any such items.

11) On occasion we may have to move your Storage Space unit or require you to move to another location on the site. We will do what we reasonably can to notify you of such a requirement.

Termination of your Licence to use the Storage Space

12) Either party shall be entitled to terminate this Agreement without prejudice to either your or our rights in respect of any breach of our respective obligations and warranties contained above:

(a) Immediately if the other party commits a material breach of this Agreement and (if such a breach is capable of being remedied) fails to remedy that breach within 14 days of that party being notified of the breach; and/or

(b) On one month's notice given by either us or you to expire on the last day of the month.

13) You must return all keys padlocks and other security devices relating to the Storage Space provided by us immediately on termination of the Licence

Our Rights if there are Outstanding Payments due from you or you fail to remove items from the Storage Space when required

14) Subject to paragraph 15 below we may sell all or some of the property stored in the Storage Space

(a) To recover any amounts due by you to us under the Agreement; and/or

(b) If you fail to remove all or any items from the Storage Space within 7 days of termination of the Licence



- 15) Where we wish to exercise our right to sell any property stored in the Storage Space under paragraph 14 above we may only do so if we have given you at least two months' notice that we intend to do so. If we sell any of your property and the proceeds from the sale are greater than the amount owed by you to us we will pay you any excess amount after deducting the cost of selling the property and any storage costs that we have incurred. We will use our reasonable endeavours to obtain the best price available in the circumstances for the property to be sold.
- 16) If having used our best endeavours we are unable to locate you within two months of any payment being due to you under paragraph 15 above we shall be entitled to retain the proceeds of sale for our own account.
- 17) You will be liable on an indemnity basis for all costs incurred by us relating to collection of outstanding fees.

Risk and Liability

- 18) Risk for all property originally brought on to the Site or at the direction of you (whether or not stored in the Storage Space for the time being) remains at all times with you.
- 19) Save to the extent caused by the negligence or fraud of us or our officers or employees for which we are liable we and our officers and employees are not to be liable for the death of or injury to you or your officers agents or employees.

Other important legal points

- 20) Neither the Agreement nor the Licence creates a tenancy.
- 21) The benefit of the Licence and the Agreement is personal to you only and is not assignable. The Licence may only be exercised by you and (where the Licence is granted to you for business purposes) by your employees for the purposes specified in paragraph 1 above.
- 22) Where the Agreement is in joint names you are jointly and severally liable for your obligations in this Agreement.
- 23) All notices given by either you or us must be in writing and delivered by hand or sent by registered post or recorded delivery to the other party at its registered office or last known address 24. No failure or delay by either you or us to exercise any right power or remedy under the Agreement shall operate as a waiver of it nor shall any partial exercise preclude further exercise of the same or some other right power or remedy.
- 24) The Agreement contains the whole agreement between us and you in respect of the matters referred to in it and supersedes any prior written or oral agreement between you and us relating to it and you confirm that you have not entered into the Agreement on the basis of any representations that are not expressly incorporated in this Agreement.
- 25) The Agreement and any licence created by it shall be governed by the law of England and Wales.