

CP Motors Storage Terms & Conditions (2014)

You may have other rights granted by law in addition to those set out in these terms and conditions which We may not exclude. These terms and conditions do not affect such other rights. If You wish to obtain further information about such rights, You should speak to Your local Citizen's Advice Bureau or obtain legal advice from a solicitor.

Definitions and interpretation

1. In these terms and conditions the following words shall have the following meaning:
 - a) "Access Hours" means the hours of 9am-6pm Monday to Friday and 9am-1pm Saturday inclusive or any other hours which We may notify you of in writing from time to time;
 - b) "Business Customer" means a customer who is not a domestic customer;
 - c) "Commencement Date" means the commencement date specified in the Container Licence Agreement;
 - d) "Storage Licence Agreement" means the document so entitled and signed by Us and You;
 - e) "Bay" means the storage area specified in the Storage Licence Agreement or any alternative storage area We may specify in accordance with clause 24;
 - f) "Deposit" means the deposit specified in the Storage Licence Agreement;
 - g) "Domestic Customer" means a customer who is a natural person who is acting for the purposes which are outside his/her trade or profession;
 - h) "Due Date" means the date on which the Fee is payable as specified in the Storage Licence Agreement;
 - i) "Fee" means the fee specified in the Storage Licence Agreement;
 - j) "Initial Fee" means the initial fee specified in the Storage Licence Agreement;
 - k) "Normal Perils" means loss of or damage to Goods caused by fire, lightning, explosion, earthquake, aircraft, storm, flood, bursting and/or leaking pipes, theft, riot, strike, civil commotion, malicious damage, and impact by vehicles;
 - l) "Site" means the land on which the Container/Bay is situated;
 - m) "Goods" means anything You store at any time during this Agreement;
 - n) "this Agreement" means the agreement concluded between Us and You on the terms set out in the Storage Licence Agreement and in these terms and conditions;
 - o) "We/Us/Our" refers to Colin & Elizabeth O'Dell trading as CP Motors;
 - p) "You/Your" refers to the other party to the contract created by Storage Licence Agreement and these terms and conditions whose details are set out in the Storage Licence Agreement; where You are two or more persons, such persons shall jointly and severally liable under this Agreement;

Use of the Storage Area

2. We grant You a contractual licence to use the area for the storage of Goods from the Commencement Date until the end of the Agreement.
3. The licence granted to You pursuant to this Agreement shall not confer on You any right to exclusive possession of the Site, any tenancy or any other proprietary right in or over the Site other than a contractual licence.

4. You must not (and You must not allow any other person to) store any of the following (unless We have consented in writing to You doing so):

- a) Any food or perishable goods unless securely packed so that they are protected from and do not attract vermin;
- b) Birds, fish, animals or any other living creatures;
- c) Combustible or flammable materials or liquids such as gas, paint, petrol, oil or cleaning solvent, drugs;
- d) Firearms, explosives, weapons or ammunition;
- e) Chemicals, radioactive materials, biological agents;
- f) Toxic waste, asbestos or other materials of a potentially dangerous nature;
- g) Any item which emits any fumes, smell or odour;
- h) Any illegal substances, illegal items or goods illegally obtained;
- i) Any compressed gases

5. We may refuse to permit You to store any Goods and/or require You to collect any Goods from the Site if in our reasonable opinion the safety of any person on the Site, or the security of the storage area or its contents, or may be put at risk by the storage or continued storage of any such Goods.

6. You must not (and You must not allow any other person to):

- a) leave any Goods or any personal belongings unattended anywhere on the Site; We reserve the right to remove and such Goods or belongings and dispose of them as We think fit and to charge You for such removal and/or disposal;
- b) use the Site in a manner which may be a nuisance to Us and/or to the users of the Site and/or to any person on the Site and/or to any neighbour;
- c) spray paint or do any mechanical work of any kind;
- d) attach anything to the internal or external surfaces of/or make any alteration to the storage area;
- e) allow any liquid, substance, smell or odour to escape from the Goods or any noise to be audible or vibration to be felt;
- f) cause any damage to the storage area, or to any other Goods/Buildings/Containers on the Site, or to any part of the Site or its facilities, or to any property belonging to Us or belonging to any user of any part of the Site;
- g) leave anything in or obstruct or block any passageway, stairway, service area or any other part of the Site;

7. You must (and You will ensure that anyone authorised by You must):

- a) use reasonable care when on the Site not to cause any damage to the Site and/or any property belonging to Us and/or to any user of any other any other person on the Site;
- b) inform us of any damage or defect as soon as You become aware of it;
- c) comply with the directions of any of Our employees, agents and/or contractors at the Site and with any direction and/or regulation regarding the use of the Unit and/or the Site which we may issue from time to time.

Goods

8. You confirm the Goods are Your own property or that the person who owns them has given You authority to store the Goods on the terms of this Agreement.

9. You agree to reimburse Us on the full indemnity basis in respect of any damages, compensation or costs (including any legal fees) which We may incur or be ordered to pay as a result of any breach of clause 4,6,7 and 8 above.

Security

10. You are solely responsible for securing the Goods so as to prevent any unauthorised access.

Access by You

11. We grant You a contractual licence to have access to your Goods at any time during Access Hours for the purposes of depositing, removing, substituting or inspecting the Goods.

12. Any employee, agent, contractor or other visitor of Yours must report to the office on the Site.

13. We reserve the right to increase the fee chargeable by giving you 7 days notice in writing to that effect.

14. We may ask for proof of identity from You or any other person at any time.

15. We reserve the right to refuse access to any person (including You) at any time who is unable to provide Us with satisfactory proof of identity.

16. We reserve the right to refuse access to any person (including You) at any time if we consider in our discretion that to allow access would or might put at risk the safety or security of any person and/or contents and/or the Site and/or its contents.

17. All vehicles must travel at a maximum of 5 miles per hour at all times whilst on the Site.

18. We reserve the right to remove from the Site any person found acting in breach of these clauses 12, 14,

19. No children under 16 are allowed on the Site at any time.

Access by Us

20. You will allow Us to access the storage area if we give you not less than seven days' notice of Our intention to access the storage area for the purpose of inspecting it and/or carrying out any repairs and/or maintenance and/or alterations as we think fit on the Site or to any other part of the Site.

21. We will have the right to access the storage area without giving You any notice of Our intention to do so and if necessary by breaking any lock or safety mechanism to gain access if:

- a) We believe it is necessary in an emergency;
- b) We believe it is necessary to prevent injury or damage to persons or property;
- c) We are required to do so by the Police, Fire Services, Local Authority, Customs, Trading Standards or by a Court Order.

Substitute Container

22. We may at any time by giving you not less than seven days' notice require You to remove the Goods from the storage area to another area on Site specified by us which shall not be smaller than the current area.

23. If We give you a notice pursuant to clause 24 above then:

- a) We agree to pay Your reasonable costs of removal which have been approved in writing by us in advance of the removal.
- b) If You do not arrange the removal of Goods to the alternative container by the date specified in our notice, We and/or Our agents and contractors may enter the Container

for the purpose of removing the Goods. In doing so, We and/or Our agents and contractors shall act as agents for You and the removal will accordingly be at Your risk.

- c) If the Goods are moved to an alternative storage area, this Agreement will be varied by the substitution of the alternative storage area number, but shall otherwise continue in full force and effect.

Fees

24. You agree to pay to us in cleared funds the Initial Fee on Signature of this Agreement.

25. You agree to pay to us in cleared funds the Fee on the Due Date without any deduction or set-off of any kind.

26. We may alter the Fee at any time by giving You at least 20 days' written notice.

27. If we give you a notice pursuant to clause 26, the new Fee shall take effect after this 20 day notice period.

28. If we give you a notice pursuant to clause 26, You may terminate this Agreement without charge with immediate effect at any time during 20 day notice period by giving Us notice in writing, in which case this Agreement shall terminate on the day such notice is given and any Fee shall be calculated *pro rata* accordingly.

29. If you fail to pay the Fee by the Due Date and we decide to accept late payment from You, You will pay us a fee of £20.00 as compensation for administrative expenses We will be forced to incur.

30. If a payment is dishonoured, you will pay us a fee of £40.00 as compensation for the administrative expenses We will be forced to incur.

Suspension and Power to Sell Goods

33. If any sum payable under this Agreement is not paid when due then:

- a) We will send You a notice in writing notifying You of Your failure to pay and demanding immediate payment in full of the outstanding sum(s);
- b) in addition to any other rights we may have under this Agreement or otherwise, We will be entitled to immediately suspend Your access the storage area and to the Site until the outstanding sum(s) have been paid in full.

34. If any sum payable under this Agreement remains outstanding for 28 days after service on You of a written notice pursuant to clause 26, We may in our absolute discretion:

- a) remove from the storage area the Goods and store them in a storage facility of Our choice;
- b) charge You for all reasonable costs incurred by Us in removing the Goods and in storing the Goods, together with any further removal and/or storage costs if we reasonably require to move the Goods again at any time afterwards; and/or
- c) serve on you a second notice in writing notifying You of Our intention to exercise Our power to sell or dispose of the Goods pursuant to clause 36*** if You fail to make payment in full of the outstanding sum(s) by the date specified in the notice (which will be not less than 14 days from the date of the notice).

35. If any sum payable under this Agreement remains outstanding at the date specified in a notice served on Your pursuant to clause 34(d),*** We will have the power to:

- a) sell some or all of the Goods as We in Our absolute discretion think fit (and pass good title to them) to discharge any outstanding sums due to Us and to cover the costs of sale; and/or
- b) treat any or all of the Goods as abandoned and destroy or otherwise dispose of them as We in Our absolute discretion think fit.

36. We may exercise Our power to sell the Goods in whichever manner We in our absolute discretion think fit and in exercising such power we shall be under no obligation to You or to any other person to achieve any particular price for the Goods.

37. If the proceeds of any sale of the Goods are insufficient to discharge any outstanding sum(s) due to Us, then You will remain liable to pay Us any balance and We may take action against You to recover such balance.

38. If the proceeds of any sale of the Goods exceed the outstanding sum(s) due to Us then We will pay any balance to You.

Deposit

39. You must pay us the Deposit upon signing the Agreement.

40. When this Agreement is terminated, We shall be entitled to deduct from the Deposit a reasonable sum in respect of:

- a) any arrears of the Fee then outstanding;
- b) remedying any damage or defect;
- c) compensation for any other breach by You or any other provision of this Agreement.

41. Subject to any deduction We are entitled to make under clause 40, We will repay the Deposit to You without interest by way of cheque only no more than 21 days after this Agreement is terminated.

Rubbish

42. You must not leave any rubbish anywhere on the Site.

43. We will charge You a fee of £50.00 in respect of the collection of any rubbish which we have reason to believe You have left on the Site.

44. We reserve the right to increase the fee chargeable by giving you 7 days notice in writing to that effect.

Exclusion of Liability

45. All references to storage area sizes are approximate only. We accept no liability for their accuracy.

46. We make no representation or warranty in relation to the suitability of the storage area for the storage of any particular item.

47. You agree that You have carried out Your own inspection of the designated to determine its suitability.

48. You agree that You will inspect the storage area from time to time throughout the period of this Agreement.

49. As the Site is an open storage facility, We accept no liability for any damage caused by any rodent, vermin or other animal.

50. If You are using the storage area in part or in whole for commercial purposes, We shall not be responsible for loss of profits (whether direct or indirect), loss of business opportunity, loss of goodwill, loss of contract or for any other economic loss (direct or indirect) arising out of a breach of this Agreement.

51. We will not be in any way liable for failing to allow you to access the Goods and/or the Site, or for any other breach of this Agreement, if the cause of such failure or breach is outside our reasonable control, such as (but not limited to) any natural disaster, riot, strike, lock-out, trade dispute, labour disturbance, accident, breakdown of plant or machinery, fire, flood, electrical

power failure, act of terrorism, environmental or health emergency or hazard, or entry or arrest or seizure or confiscation of Goods by any competent authority.

52. We will not be in any way liable for any damage caused to any item or items of which we accept delivery on Your behalf.

53. We will not be in any way liable for any fraud, duty, fine, tax or other charge on any item or items of which we accept delivery on Your behalf and You agree to fully indemnify Us in respect of any such fraud, duty, fine, tax or other charge.

Insurance: Business Customers

54. We do not insure the Goods whilst they are on Site.

55. If you are a Business Customer You agree with Us that prior to bringing the Goods onto the Site You have taken out adequate insurance in respect of the Goods under a policy which covers at least Normal Perils with a reputable insurance company and will not cause or allow that insurance cover to lapse whilst the Goods or any of them remain on the Site and You acknowledge that You shall be responsible for all uninsured risks including Normal Perils.

56. We recommend that the insurance cover that You take out is for a sum which is at least equal to the replacement value of the Goods stored from time to time and may require You to provide evidence of such insurance cover prior to granting You access to the Site and while Your Goods remain on Site.

57. We do not give any advice concerning such insurance and it is for You to make Your own judgment whether such insurance is appropriate to cover the Goods and risks to them.

Insurance: Domestic Customers

58. We do not insure the Goods whilst they are on Site.

59. We recommend that the insurance cover that You take out is for a sum which is at least equal to the replacement value of the Goods stored from time to time and may require You to provide evidence of such insurance cover prior to granting You access to the Site and while Your Goods remain on Site.

60. We do not give any advice concerning such insurance and it is for You to make Your own judgment whether such insurance is appropriate to cover the Goods and risks to them.

Termination

61. This Agreement shall terminate if:

- a) either party gives at least seven days' written notice to the other, in which case this Agreement shall terminate on the expiry of such notice and any Fee shall be calculated *pro rata* accordingly, provided that no notice given under this clause shall expire earlier than four weeks after the Commencement Date;
- b) if either party commits a breach of this Agreement and fails to remedy such breach after being given fourteen days' written notice of the breach by the other, in which case this Agreement shall terminate on the expiry of such notice and any Fee shall be calculated *pro rata* accordingly.

62. At the end of this Agreement You must remove all Goods and leave the area clean and tidy and in the same condition as at the Commencement Date.

63. If You fail to comply with clause 62***, You shall pay our reasonable costs of cleaning and/or of removing and/or disposing of any Goods and/or rubbish left in the on the Site.

64. We may treat any Goods remaining on Site as the end of this Agreement as abandoned and dispose of them in accordance with clause 35*****.

65. You agree to examine the Goods at the end of this Agreement and to notify us of any loss or damage to any of the Goods in writing within 5 days of the end of this Agreement.

Third Parties

66. No one other than You or Us will have any rights under this Agreement.

67. You are personally responsible for the actions of anyone that You allow to access the Site

Jurisdiction and Choice of Law

68. This Agreement is governed by the laws of England and Wales.

69. Any dispute arising out of or in connection with this Agreement will subject to the exclusive jurisdiction of the English Courts.

I/We the undersigned agree to the terms and conditions and confirm the details provided within the Storage Application are correct. I/We agree that upon signing this agreement we are jointly/severably liable as per the terms and conditions.

Applicant _____ Date_____

Co Applicant_____ Date_____

CP Motors _____ Date_____