

DEFINITIONS

"We", "Us" or "Our" means the Self Storage Business.

"You" or "Your" means the customer named in this Agreement.

"Agent" means persons who you authorise, or who accompany you, to access the Unit.

"Agreement" means this Self Storage Licence Agreement, made up of the Cover Sheet and these Conditions.

"Facility" means the building, warehouse, external storage containers or other land or premises operated by the Self Storage Business, the address of which is detailed on the Cover Sheet.

"Property" or "Your Property" or "Goods" means any and/or all goods stored by You in a storage Unit allocated to You at Our Facility.

"Storage Period" the period from and including the Storage Period Start Date detailed on the Cover Sheet until the date on which the licence granted by Us is ended in accordance with these Conditions.

"Unit" means a segregated area of Our Facility made available for You to secure and store Goods'

STORAGE:

1. So long as all fees are paid up to date, You: (a) are licensed to store Goods in the Unit allocated to You by FO from time to time and only in that Unit; (b) are deemed to have knowledge of the Goods in the Unit; and (c) warrant that You are 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 for the owner.

2. FO: (a) does not have and will not be deemed to have knowledge of the Goods; (b) is not a bailee, custodian or warehouseman of the Goods and You acknowledge that FO does not take possession of the Goods; and (c) does not grant any lease or tenancy of the Unit or any part of the Facility and nothing in this Agreement creates a landlord and tenant relationship; and (d) retain control, possession and management of the Facility and the Unit and the You have no right to exclude Us from the Facility or the Unit.

3. This Agreement will come into existence between FO and You when we notify You We have accepted Your order by sending you the access codes by email. The Storage Period will begin on the date agreed with You during the order process and set out on the Cover Sheet.

COST:

4. You must pay the Deposit on signing this Agreement. The Deposit (or the balance of it after any appropriate deductions for unpaid Fees, repairs, cleaning or other charges to put right any breach of this Agreement by You) will be refunded by bank card or electronic transfer within 14 days of termination of this Agreement.

5. You are responsible to pay:

(a) the Storage Fee (being the amount set out in the cover sheet or as most recently notified to You by FO – **min charge period is 4 weeks**) payable in advance on the first day of each storage period (**Due Date**) and it is your responsibility to see that payment is made directly to FO on time and in full throughout the storage period. Subsequent payments are to be taken by DIRECT DEBIT OR recurring credit or debit instruction. FO does not normally bill for fees but will issue an electronic invoice following payment. Any Storage Fees paid by direct transfer will not be credited to Your account unless You identify the payment clearly and as directed by FO and FO shall have no liability to and shall be indemnified by You if FO takes steps to enforce the Agreement (including the sale of Goods) due to Your failure to pay Storage Fees. FO will not accept that payment has been made until it has received cleared funds; (b) a Late Payment Fee each time a payment is late or cancelled; (c) any costs incurred by the FO in collecting late or unpaid Storage Fees, or in enforcing this Agreement in any way, including but not limited to postal, telephone, unit inventory, debt collection, personnel and/or default action costs and associated legal and professional fees; (d) any government taxes or charges (including any value added tax or insurance premium tax) levied on any supplies made under this Agreement; and (e) the Cleaning Fee or charges for repairs, to be invoiced at FO's discretion as per Condition 22. Where You have more than one agreement with FO, all will form one account and FO may in its sole discretion apply any payment made by You or on Your behalf on this Agreement against the oldest amount due from You to FO on any agreement in the account. If You make a part payment of any Storage Fees due to FO and FO retains Your part payment, this will not affect FO's ability to take any action against You or to exercise any rights FO has under this Agreement in respect of the Storage Fees which remain outstanding from You. The time period from which FO may take such action will still start from the Due Date when the original Storage Fees were due and the Due Date will not be extended as a result of Your part payment.

DEFAULT – RIGHT TO SELL OR DISPOSE OF GOODS

6. FO takes the issue of prompt payment seriously and has a right of lien, which is a right to seize and sell or otherwise dispose of some or all of the Goods as security for Your obligation to make payments under this Agreement. If any sum owing to FO and other fees related to it are not paid when due (Debt**), You authorise FO without further notice to: (a) refuse You and Your Agents access to the Goods, the Unit and the Facility and overlock the Unit until the Debt has been paid in full; (b) enter the Unit and inspect and/or remove the Goods to another unit or site and to charge You 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, hold onto and/or ultimately sell or dispose of some or all of the Goods in accordance with Conditions **8** to **10**. You acknowledge that (a) FO shall be entitled to continue to charge for storage from the date the Debt becomes due until payment is made in full or the Goods are sold or disposed of; (b) FO will sell the Goods as if FO was the owner and will pass all rights of ownership in the Goods to the buyer; and (c) if You do not pay fees on the Due Date, the value of any discounts and special offers (including periods of free storage) which You have received will be payable by You in full.**

7. On expiry or termination of this Agreement, if You fail to remove all Goods from the Unit, FO is authorised to treat the Goods as abandoned and may sell or dispose of all Goods by any means in accordance with Conditions **8 to **10**. You are liable for Storage Fees for the period from abandonment to the sale or disposal of the Goods together with any costs of disposal, which shall be added to the (**Debt**).**

8. Before FO sells or disposes of the Goods, it will give You notice in writing directing You to pay (if You are in default) or collect the Goods (if they are treated as abandoned). This notice will be sent by registered or recorded delivery to the postal address last notified by You to FO in writing and by email and/or social media. If no address within the UK has been provided, FO will use any land or email address or social media details it holds for You and any ACP. If You fail to pay the Debt and/or collect the Goods (as appropriate) FO will access the Unit and begin the process to sell or dispose of the Goods. You consent to and authorise the sale or disposal of all Goods without further notice regardless of their nature, content or value. FO will sell the Goods for the best price reasonably available in the open market, taking into account the costs of sale. FO 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.

9. 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, You must pay FO the balance within 7 days of a written demand from FO. FO 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 You, FO will attempt to return the excess funds to you. FO will hold the balance for You but no interest will be payable on it.

10. If, in the opinion of FO and entirely at FO's discretion, the 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, You authorise FO to treat the Goods as abandoned and FO may dispose of all Goods by any means at Your cost. FO may dispose of the Goods at FO's discretion in the event that (a) Goods are damaged due to fire, flood or other event that has rendered them, in the opinion of the FO, severely damaged, of no commercial value, or dangerous to persons or property, or (b) Goods may contain personal data belonging to You or others. FO does not need Your prior approval to take this action but will send Notice to You within 7 days of assessing damaged Goods.

11. Any items left unattended in common areas or outside Your Unit at any time shall be treated as abandoned and may at FO's discretion be moved, sold or disposed of immediately with no liability to FO.

ACCESS:

12. You have the right to access the Unit during Access Hours as posted by FO and subject to the terms of this Agreement. FO will try to provide advance warning of changes to Access Hours by notice at the Facility and/or by SMS or email, but reserves the right to change Access Hours temporarily to other reasonable times without giving prior notice.

13. Only You or others authorised or accompanied by You (**Your Agents**) may access the Unit. You are responsible for and liable to FO and other users of the Facility for Your own actions and those of Your Agents. FO may (but is not obliged to) require proof of identity from You or any other person at any time and, at FO's sole discretion, may refuse access to any person who is unable to produce satisfactory proof.

14. FO may refuse You access to the Unit and/or the Facility where moneys are owing by You to FO, whether or not a formal demand for payment has been made, or if FO considers the safety or security of any person, unit or goods on or at the Facility has been threatened or may be put at risk.

15. You should not permit access to the Unit to any person other than Your own Agent who is responsible to You and subject to Your control. If You do so, it is at Your own risk.

16. You authorise FO and its agents and contractors to enter the Unit in the following circumstances and to break any 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; (c) if FO believes the Unit is being used to store prohibited goods or for a prohibited purpose; (d) if FO is obliged to do so by law, by the Police, Fire Services, Trading Standards, HM Revenue & Customs, other competent authority or by a Court Order; or (e) to relocate the Goods or exercise FO's lien or power of sale or disposal in accordance with this Agreement.

17. You must not store (or allow any other person to store) any of the following in the Unit: (a) food or perishable goods unless securely packed so they are protected from and do not attract vermin; (b) any living creatures; (c) combustible or flammable substances including but not limited to gas, paint, petrol, oil, cleaning solvents or compressed gases; (d) firearms, explosives, weapons or ammunition; (e) chemicals, radioactive materials, biological agents, toxic waste, asbestos or other potentially hazardous substances; (f) any item that emits fumes, or odours; (g) any illegal item or substances or goods illegally obtained such as illicit (counterfeit/smuggled) tobacco or alcohol and unlicensed or unsafe goods (including but not limited to toys, electrical goods, medicines, aerosols, cosmetics, fireworks); (h) goods which are environmentally harmful or that are a risk to the property of any person; (i) currency, deeds and securities; and (j) items which are unique in nature and/or where the value to You cannot be assessed on a financial basis.

18. You must not use portable heaters in the Unit at any time.

19. You must not store in any Unit (a) any Lithium ion batteries exceeding a watt-hour (Wh) rating of 160 Wh unless they are built-in and cannot be removed from the otherwise permitted Goods; (b) portable battery chargers, power banks or any similar portable power source; (c) more than five (5) E-Scooters, E-Bikes, E-Skateboards or any similar battery-powered vehicles, unless the battery has been removed and is not being stored in the Unit; (d) more than ten (10) laptops, tablet computers, children's toys or other similar items containing built-in batteries.

19.1 When storing any permitted Goods that contain built-in batteries you must ensure: (a) the Goods are free from visible physical defect or fault and (b) such Goods are not stacked and are stored allowing air circulation. We recommend all batteries are stored with the lowest practical charge.

19.2. You will be liable under **Clause 32** for any breach of this **Clause 19**

CONDITIONS:

20. FO will provide a secure padlock for the Unit for the duration of Your stay if You choose to use it. This lock is to be returned to the FO at the end of You time using unit. A fee of £15 will be added should the lock be taken from the premises.

You will be solely responsible for ensuring your unit is locked so as to be secure from unauthorised entry at all times when You are not in the Unit. FO will not be responsible for locking any unlocked Unit. You are not permitted to apply a padlock to the Unit in FO's overlocking position and FO may have any such padlock forcefully cut off at Your expense. **For the avoidance of doubt this does not make the FO a bailee. The FO is simply providing a lock for You to use whilst a customer of the FO. Where applicable, You will secure the external gates and/or doors of the Facility.**

21. You 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 FO 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 FO 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 by FO; (f) cause damage to the Unit or any part of the Facility (which includes by removal, haulage or delivery contractors); or (g) create any obstruction or leave items or refuse in any common space within the Facility.

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

23. You must (and ensure that your Agents) use reasonable care on site and have respect for the Facility and other unit users, inform FO of any damage or defect immediately it is discovered and comply with the reasonable directions of FO's employees, agents and contractors and any other regulations for the use, safety and security of the Facility as FO shall issue periodically. **In the event You OR Your Agents causes damage to the Facility through not using reasonable care, then You will be FULLY liable for the cost of repairing the damage WITHOUT LIMIT.**

24. This Agreement does not confer on You any right to exclusive possession of the Unit and FO reserves the right to relocate You to another Unit not smaller than the current Unit: (a) by giving 14 days' notice during which You can elect to terminate this Agreement under Condition 39; 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, FO will pay Your reasonable costs of removal if approved in writing by FO before removal. If You do not arrange removal by the date specified in FO's notice, then You authorise FO and its agents to enter the Unit and move the Goods as Your agent on Your behalf and at Your risk (except for damage caused wilfully or negligently which is subject to the limitations in Condition 28). Following removal this Agreement will be varied by substitution of the new Unit number but otherwise continues on the same terms at the storage rates in force for the original Unit at the time of the removal.

25. You must ensure the Unit is suitable for the storage of the Goods intended to be stored in it and You are advised to inspect the Unit before storing Goods and periodically during the storage period. FO makes no warranty or representation that any unit is suitable for any particular goods and accepts no liability in this regard. Unit sizes are approximate. If You have exact requirements, You must check with FO before signing this Agreement as, by signing, You agree to the actual size of the Unit and not any represented unit size.

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

27. You must give Notice to the FO in writing by email of the change of address, phone numbers or email address of the You or the Alternate Contact Person ("ACP") within 48 hours of any change. You agree FO is entitled to discuss any default by You with the ACP registered on the front of this Agreement.

RISK AND RESPONSIBILITY:

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

29. The Goods are stored at Your sole risk and responsibility and You shall be responsible for and bear the risk of any and all theft, damage to, and deterioration of the Goods caused by any reason. FO excludes all liability in respect of (a) loss or damage to Your business, if any, including consequential loss, lost profits or business interruption; (b) loss of or damage to Goods or any claim for return of the Storage Fees except where this results from FO's negligence or breach of contract, in which case FO's liability will be limited to the sum of £100 in total. FO does not exclude liability for physical injury to or the death of any person which is a direct result of negligence or wilful default on the part of FO, its agents and/or employees.

30. Subject to clause 47 if applicable, it is a condition of this Agreement that the Goods remain adequately insured at all times for their Replacement Value (as set out on the cover sheet) while they are in storage. You warrant that such cover is in place, will not lapse and that the aggregate value of Goods in the Unit from time to time will not exceed the insured value. FO does not give any advice concerning insurance cover given by any policy and You must make Your own judgment as to adequacy of cover even when arranged by the FO. Inspection of any insurance documents provided by You to demonstrate cover does not mean FO has approved the cover or confirmed it is sufficient.

31. It will be Your responsibility to compensate FO for the full amount of all claims, liabilities, demands, damages, costs and expenses (including any reasonably incurred legal and professional fees) incurred by FO 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 You or any of Your Agents or (c) enforcement terms of this Agreement.

32. You agree to comply with this Agreement and all laws and regulations relevant to the use of the Unit. This includes laws relating to material which is stored and the manner in which it is stored. You will be responsible for all Liabilities resulting from such a breach.

33. If FO has reason to believe that You are not complying with all relevant laws FO may take any action it considers necessary, including, but not limited to, action outlined in Conditions 16 and 39, contacting, cooperating with and/or submitting Goods to relevant authorities, and/or immediately disposing of or removing Goods at Your expense. You agree that FO may take such action at any time even though FO could have acted earlier.

34. FO shall not be considered to be in breach of this Agreement nor liable for any delay in performing or failure to perform any of its obligations under this Agreement or any resulting loss or damage to Goods if such delay, failure, loss or damage results from events, circumstances or causes beyond FO's reasonable control. Such circumstances include (but are not limited to) 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 recommended restrictions, 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, FO will not be responsible for failing to allow access to the Goods, Unit and/or the Facility for so long as the circumstances continue. FO will try to minimise any effects arising from such circumstances.

PERSONAL INFORMATION

35. FO collects information about You and any ACP on registration and whilst this Agreement continues, including personal data (Data). FO processes Data in accordance with the UK retained version of the EU General Data Protection Regulation, the Data Protection Act 2018 and all associated laws. Details on how We use Data and Your rights in relation to Data are set out in our Privacy Notice which can be viewed on our website at www.metrostorage.co.uk/privacy-policy/ You confirm any ACP has consented to You supplying Data to FO on these terms.

36. If You give consent, FO will use Data for feedback purposes, including to provide information on products or services provided by FO in response to requests from You or if FO believes they may be of interest. Your choice with regard to the relevant use of Data is indicated in the cover sheet and can be changed at any time by contacting FO.

COMMUNICATIONS AND NOTICE :

37. FO can send You notifications regarding day to day matters and minor changes to this Agreement by email and/or by SMS if You have agreed to receive notifications by SMS. These notifications will be effective one hour after sending or immediately if they relate to an urgent problem or emergency. We may also send you a direct message on Your social media accounts.

38. Notices to be given by FO or You for more significant changes to the services and these terms or to enforce rights under this Agreement (such as ending the Agreement, changing prices, significant disruptions or enforcing FO's right to sell or dispose of Goods) must be in writing and must either be delivered by hand, pre-paid post or email. Notices shall be considered to have been received at the time of delivery by hand, one day after sending by email or 48 hours after posting. Notices from FO to You will be sent to the addresses on the cover sheet or the most recent address in England and/or email address notified by You to FO and/or by direct message to Your social media accounts. In the event of not being able to contact You at the last notified postal or email address, Notice will be considered as having been given to You if FO serves that Notice on the ACP as identified on the front of this Agreement at the last notified postal or email address of the ACP. Any notice from You must be sent to the FO by hand or by post to the address on the cover sheet or by email to operations@metro-storage.co.uk. In the event that there is more than one storer named on the Agreement, Notice to or by any single storer is agreed to be sufficient for the purposes of any Notice requirement under this Agreement.

TERMINATION:

39. If You entered into the Agreement without physically coming into the Facility, then You have 14 days after We confirm acceptance of Your order to change Your mind (cooling off period). If You cancel during this period a refund will be provided based on the length of storage You have taken prior to cancelling and all Goods being removed from the Unit. We can use any payment made by You to settle some or all of this sum. You can cancel by email to vacations@metro-storage.co.uk to Us referring to Your name, address, mobile number, intended vacation date, and Unit number. Or online to <https://www.metro-storage.co.uk/my-metro-account/my-metro-account-move-out/>.

39.1 If outside of the cooling off period You must give a minimum of 14 days written notice of your intended end date (the **Termination Date**) to the details outlined in **Clause 39**.

40. Unless otherwise agreed in writing by both parties, either FO or You may end this Agreement at any time by giving the other party written Notice in accordance with Clause 39. In the event of illegal or environmentally harmful activities on Your part or a breach of this Agreement (which, if it can be put right, You have failed to put right within 14 days of notice from FO to do so), FO may terminate the Agreement immediately by Notice. FO is entitled to retain from the Deposit, or make a charge for, apportioned Storage Fees if less than the required Notice is given by You. You must remove all Goods in the Unit 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 FO. In the event that Goods and/or rubbish are left in the Unit after the Termination Date, Conditions 7 and 22 will apply. You must pay any outstanding Storage Fees and any other fees or expenses owed to FO up to the Termination Date, or Conditions 6 to 10 and 22 may apply. Any calculation of the outstanding fees will be by FO. If FO enters the Unit for any reason and there are no Goods stored in it, FO may terminate the Agreement without giving advance Notice but will send Notice to You within 7 days.

41. You agree to examine the Goods carefully on removal from the Unit and must notify FO of any loss or damage to the Goods as soon as is reasonably possible and photographic evidence of any damage sent by email to the FO immediately.

42. Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of FO or You that came into effect during the life of the Agreement. This includes the right to claim damage for breach of the Agreement, liability for outstanding monies, property damage, personal injury, environmental damage and legal responsibility under this Agreement.

Vacation Process – It is the sole responsibility of the You to text or email the FO when you have FULLY vacated the storage unit(s) ensuring no rubbish is left anywhere on site. Refer to the clear instructions on the inside of the door to your storage unit. This will ensure the smooth return of the deposit to You. PLEASE NOTE – any notice to vacate falls away after 7 days if the unit remains full and a new notice is required to vacate.

OTHER IMPORTANT TERMS:

43. If You wish to take up any additional services We offer, such as delivery and collection, We would be pleased to provide details. You will need to sign up to Our terms and conditions for such services which may be subject to additional charges

44. FO may vary the Storage Fee or other terms of this Agreement and add new terms and conditions as long as such changes are notified to You in writing **including email**. The modified terms will take effect on the first Due Date occurring not less than 28 days after the date of FO's notice. You may end this Agreement without charge before the change takes effect by giving notice in accordance with Condition 39. Otherwise, Your continued use of the Unit will be considered as Your acceptance of and agreement to the amended terms.

45. You acknowledge and agree that :**(a)** the terms of this document constitute the whole agreement with FO and, in entering this Agreement, You do not rely on any statement, promise, representation, assurance or warranty which is not set out in this Agreement; **(b)** any descriptions or illustrations on our website are published for the sole purpose of giving an approximate idea of the services described in them but they will not form part of this Agreement or have any contractual force; **(c)** the terms of this Agreement apply to the exclusion of any other terms that You seek to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing; **(d)** You have raised all queries relevant to Your decision to enter this Agreement with FO and FO has, prior to You entering into this Agreement, answered all such queries to Your satisfaction; **(e)** any special terms agreed between You and FO, been recorded in writing and incorporated into the terms of this Agreement; **(f)** if FO decides not to exercise or enforce any right that it has against You at a particular time, then this does not prevent FO from deciding to exercise or enforce that right at a later date unless FO tells You in writing that FO has waived or given up its ability to do so; **(g)** it is not intended that anyone other than You and FO will have any rights under this Agreement and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to it; **(h)** if any provision or part-provision of this Agreement is or becomes invalid, unlawful or unenforceable to any extent, it shall be treated as deleted, but that shall not affect the validity and enforceability of the rest of this Agreement; **(i)** You may not assign or transfer any of Your rights under this Agreement or part with possession of the Unit or Goods whilst they are in the Facility; **(j)** FO may transfer its rights under this Agreement to another organisation and will let You know if it plans to do this; and **(k)** where there are two or more joint Storers, each person takes on the obligations under this Agreement separately.

46. This Agreement shall be governed by English law and any dispute or claim that either party brings will be decided by the Courts of England and Wales. The parties must first try 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. The parties agree that, other than for emergency interlocutory relief, neither party shall commence legal proceedings against the other unless it has first offered to submit the dispute to mediation and mediation has not commenced within a reasonable period of time after such offer was made.

INSURED CONTRACTOR

47. FO shall take out and maintain a contract of insurance in accordance with a Summary of Insurance document provided to You. This will provide cover for the Goods for the value stated as the full total replacement value of the Goods as new on the cover sheet. FO does not carry out any valuation of the Goods and is not responsible for ensuring that the full replacement value as new as stated by You in the cover sheet is an accurate or true valuation of the full replacement value as new of the Goods at any time. You are responsible for ensuring that insurance cover for the value of Goods insured is maintained at an adequate level throughout the period of this Agreement. If loss or damage occurs to the Goods as a result of any matter which may result in a claim under FO's insurance policy, after receipt from You of a written request to notify a claim, FO will notify its insurer promptly of the claim. For the purposes of processing any such claim, You shall provide FO, FO's insurer or any of its agents appointed to investigate such claim (such as a loss adjuster) with such information and evidence as may reasonably be required in relation to the claim. FO shall pay or arrange for payment to You that part of any proceeds of any claim made by FO which relates to damage or loss to the Goods after deduction of any outstanding sums due to FO from You. In the event that FO makes a claim under its insurance policy in respect of loss or damage to the Goods, You acknowledge that FO's liability to make any payments to You in relation to such claim is restricted to payment to You of the amount that FO recovers from its insurer under its insurance policy in relation to the Goods. Whilst FO will notify claims to its insurer, FO is not under any circumstances obliged to start or threaten to start any legal proceedings in relation to any such claim. Nothing in this Agreement shall make or be deemed to make FO Your agent. If You fail to pay any insurance charges then any insurance cover in respect of the Goods will cease immediately from the date such charges are due.

SUMMARY OF OUR COVER

This facility only applies if you have paid the appropriate fee. The licence of the storage space and your use of it remains subject to the terms of the Licence Agreement.
Please read carefully.

It is a condition of the Licence Agreement that all of the property you store is insured for its full replacement value (on a new for old basis) and that such cover is maintained at all times. Please note that irrespective of whether or not you instruct us to include the property you store within our company insurance arrangements our liability for actual physical loss of or damage to the property you store is limited by the terms of the Licence Agreement which forms part of our contract with you.

SUBJECT TO YOU GIVING US WRITTEN INSTRUCTIONS TO INCLUDE THE PROPERTY YOU STORE IN THE COMPANY'S INSURANCE ARRANGEMENTS, we will ensure that our insurance policy will cover physical loss or damage to the property which you store, as summarised below. Please note that as the policy is in our name you will have no independent right to make claims under our insurance policy. We undertake to forward any insurance payment from our insurers that relates to the property you store onto you, subject to such deductions which are provided for by the Licence Agreement. You may inspect the insurance policy at our office on request.

TOTAL LIMIT

In the event of a claim the most which could be recovered from our insurers shall be limited to the value which you have declared for the goods which you store, as declared to us on the Licence Agreement or elsewhere in writing. Whatever the value declared the amount that could be recovered shall in no circumstances exceed GBP 50,000 unless other arrangements are confirmed in writing by us.

PERILS

The terms of the insurance which we will maintain shall be limited to claims for actual physical loss of or damage to your stored property caused by fire, lightning, explosion, earthquake, storm, flood, bursting &/or leaking pipes, ingress of water or other liquid substance, aircraft or articles dropped therefrom, moth or insect or vermin (in each case from an external cause), theft accompanied by forcible and violent entry to or exit from the building or unit, riot, strike, civil commotion, malicious damage, and impact by vehicle or railway rolling stock. The policy will not respond to any other claims.

UNDER-DECLARATION

The sum declared by you must at all times represent the full replacement value of the property which you store. If you fail to declare the full replacement value on the Licence Agreement or to us elsewhere in writing, then in the event of a claim we will only be entitled to recover from our Insurers the proportion of the loss as the declared value bears to the total replacement value of the property you stored. This will in turn reduce the amount which we are obliged to pay to you.

BASIS OF CLAIMS SETTLEMENT

The settlement of any claim shall be by replacement, repair and/or compensation at our Insurer's option. In the event of total loss or destruction of any item (other than household linen and clothing and documents) settlement of any claim shall be the cost of replacing the item as new provided that the item is substantially the same as but not better than the original when new.

Household linen and clothing

Where any claim includes loss of or damage to any item(s) of household linen and clothing, our Insurers will take into consideration the age, quality, degree of use and consequent market value of any such lost or damaged item(s).

Documents

Where any claim includes loss of or damage to documents the basis of settlement shall be the reasonable costs of reprinting and/or reasonable costs of reissue and/or reconstitution including, where applicable, fresh research or exploration to obtain essential information.

PAIRS & SETS

Where any items are part of a pair or of a set then our Insurers shall only pay for the actual items which are lost or damaged. No payment will be made by our Insurers for any items which are part of a pair or of a set and which are not lost or damaged.

OUR INSURER'S POLICY EXCESS

Our Insurers will not pay the first GBP 100 of any claim under our policy. This is increased to GBP 250 in respect of water damage claims

CLAIMS NOTIFICATION

If circumstances arise in respect of your goods which could give rise to a claim under our insurance then you must notify us, in writing, of those circumstances and whether you wish for us to make a claim on our insurance in respect of the goods in question. All circumstances which could give rise to a claim must be notified to us at the time of discovery of the loss or damage or at the time of removal of goods from the unit, whichever is the soonest. This will then allow us to notify our insurers. If prompt notification cannot be made to our insurers this may affect what is payable under our insurance. We remind you that we will not be liable to pay you anything in excess of what our insurers pay to us in respect of any claim.

In the event that a claim is made and we receive a payment from our insurers in respect of the same we shall be entitled to request that your rights be assigned to us and you shall be required to execute such an assignment as part of any settlement of the claim.

EXCLUSIONS

Our insurers include some further limits on what goods they will cover and the circumstances which could give rise to a claim under the policy. Our insurance policy will not respond to claims relating to the following items or events and as such no claims will be payable by our insurers in respect of the same

1. Money, Coins, Bullion, Deeds, Bonds, Securities and the like.
2. Livestock, Plants, Explosives and Flammables.
3. Jewellery, Watches, Precious Stones and Stamps of all kinds exceeding GBP 500 in total.
4. Furs, fine arts, perfumery, mobile phones, tobacco, cigars, cigarettes, all manner of vaping equipment, including but not limited to, pods, pens, sub-ohm kits, coils, liquids/juices, disposable vapes, e-cigarettes, beers, wines, spirits & the like exceeding GBP 10,000 in total.
5. Electronic items exceeding GBP 10,000 in total. Electronic items are defined as all items of consumer and commercial electrical appliances and instruments including but not limited to smart phones or tablets, radios, televisions, laptops, computers, computer software, hard drives, chips, microchips, printed circuit boards and their components, modems, monitors, cameras, facsimile machines, photocopiers, VCRs, hi-fi, stereos, CD players, Digital Recorders/Players and the like. (Heavy electrical items such as switchgear, turbines and generators and the like shall be deemed not to be electronics).
6. Loss of data records other than cost of blank data carrying materials.
7. Any goods which you are not permitted to store under the terms of the Licence Agreement.
8. Any consequence of War, Invasion, Act of Foreign Enemy Hostilities (whether War be declared or not), Civil War, Rebellion, Revolution, Insurrection or Military or Usurped Power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.
9. Ensuing or indirect losses resulting from or as a consequence of loss or damage.
10. Loss or damage from:
 - ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
 - the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or nuclear component thereof,
 - any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
 - the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. This sub clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried stored or used for commercial, agricultural, medical, scientific or other similar peaceful purposes. Loss or damage from any chemical, biological, biochemical or electromagnetic weapon. The use or operation as a means of inflicting harm of any computer system, computer software program, computer virus or process or any other electronic system.
11. Loss of or damage to your stored property directly caused by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
12. If at the time of loss there is other insurance in force our insurance shall only respond to the extent that losses are not recoverable under the other insurance.
13. Loss of or damage to your stored property caused by or resulting from any act(s) of terrorism or any person(s) acting from a political motive.

Our insurance also includes further terms and exclusions including, but not limited to, risks relating to cyber risks and communicable diseases. A full copy of the policy is available to view on request.