



0800 999 5881

SELF STORAGE LICENCE AGREEMENT

This Licence Agreement is between Metro Storage Ltd (FACILITY OWNER - FO) and:

STORER DETAILS (SD): Ms / Mrs / Mr / _____

COMPANY NAME: _____

ADDRESS: _____

_____ POST CODE: _____

HOME TEL: _____ WORK: _____

MOBILE: _____ E-MAIL: _____

ALTERNATIVE CONTACT PERSON (ACP): THIS IS COMPULSORY

NAME: Ms / Mrs / Mr / Miss _____

MOBILE: _____ E-MAIL: _____

STORAGE DETAILS

UNIT No: _____ START DATE: _____ END DATE: _____

CHARGE FOR **FIRST 8 WEEKS:** £ _____ + VAT + £ _____ Insurance Cover Included
(Including 50% discount) (This is the amount of insurance cover included)

CHARGE FOR **4 + WEEKS:** £ _____ + VAT + £ _____ Insurance Cover Included
(This is the amount of insurance cover included)

DEPOSIT: £ _____ (This is **REFUNDED** AT THE END OF YOUR STAY subject to T & C's)

DISCOUNT: _____ % FOR PRE-PAYMENT OF 26 weeks OR 52 weeks
(6.5% FOR 26 WEEKS OR 15% FOR 52 WEEKS IN ADVANCE)

TRUE TOTAL VALUE OF THE GOODS: £ _____

COMPULSORY – Please put the value of the goods going into storage – it is your obligation to put the correct value in

ADDITIONAL INSURANCE REQUIRED: £ _____

PLEASE STATE THE AMOUNT OF ADDITIONAL INSURANCE REQUIRED.

This is the amount of additional insurance required IN ADDITION to what is included in the unit price. Cost of additional insurance is £3 per £1000 worth of cover required per 4 weeks. Please refer to the Insurance Cover section at the end of this agreement for full info

THIS AGREEMENT IS SUBJECT TO YOU UNDERTAKING CONDITIONS WHICH ARE SET OUT BELOW AND WHICH ARE **IMPORTANT AND INVOLVE YOUR PERSONAL RESPONSIBILITY AND LIABILITY.**

WE URGE YOU TO READ ALL THE CONDITIONS BEFORE MAKING THIS AGREEMENT WITH US.

Condition Number	SUMMARY OF KEY CONDITIONS
1	Your ownership of the Goods or your authority to store the Goods
3	Treatment of Deposit
4	Payment terms
4	Additional charges payable by You
5	Our lien over the Goods and our right to sell the Goods
16	Your obligation to secure the Unit & Use of lock
17	Prohibited Goods
21	Non-exclusive possession of the Unit and the Alternative Unit
22	Your obligation to check that the Unit is suitable for the Goods
26	Goods stored at owners sole risk and responsibility
27 & 41	Insurance - You are responsible for declaring the correct value of goods going into storage
32	Use of Data
35	Termination of this Agreement - 14 days notice in writing by email to apb@metro-storage.co.uk Vacation Process – you must text / email when you have FULLY vacated the storage unit(s) ensuring no rubbish is left anywhere on site. Please refer to the clear instructions on the inside of the door to the storage unit

I have fully read, understood and ACCEPT the full Terms and Conditions of this Agreement including but not limited to the Insurance Cover section and I understand in particular the conditions summarised above

Signed (The Customer) DATE

Tick here to confirm you are happy to receive ALL correspondence by email

CORRESPONDENCE ADDRESS **ONLY**: Metro Storage Ltd, 27 Maryland Walk London N1 8FZ

PAYMENT

First Payment is taken by card, all future payments are to be taken by Direct Debit

REFUNDS – we refund any unused storage fees AND the deposit back to your card or by cheque

You will be sent a link from WORLDPAY to pay your first invoice BY Debit / Credit card.

You will only receive your access details to your storage unit once payment has been received

Go to www.metro-storage.co.uk/privacy-policy/ For a copy of our Privacy Policy

CONDITIONS OF AGREEMENT

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 FO 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 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 or a custodian nor a warehouseman of the Goods and Storer acknowledges that FO 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 unpaid Fees, repairs, cleaning or other charges to put right any breach of this Agreement by Storer) will be refunded by cheque or card within 14 days of 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 FO – **min charge period is 4 weeks**) payable in advance on the first day of each storage period (**Due Date**) and it is the Storer's responsibility to see that payment is made directly to FO on time and in full throughout the period of storage. Subsequent payments are to be taken by Direct Debit or recurring credit or debit instruction. FO does not normally bill for fees. Any Storage Fees paid by direct transfer will not be credited to Storer's account unless the Storer identifies the payment clearly and as directed by FO and FO shall have no liability to and shall be indemnified by Storer if FO takes steps to enforce the Agreement (including the sale of Goods) due to the Storer's failure to identify a payment. FO will not accept that payment has been made until it has received cleared funds and, if any payment is later dishonoured, may charge the Payment Return Fee; (b) the Cleaning Fee or charges for repairs, to be invoiced at FO's discretion as per clause 19; (c) a Late Payment Fee each time a payment is late; (d) 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; 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 FO, all will form one account with FO and FO 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 FO on any agreement in the account.

DEFAULT – RIGHT TO SELL OR DISPOSE OF GOODS:

5. FO takes the issue of prompt payment very seriously and has a right of lien. Regardless of Condition 35, if any sum owing to FO is not paid when due, Storer authorises FO 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 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, hold onto and/or ultimately sell or dispose of some or all of the Goods in accordance with Condition 7. Storer acknowledges 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 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, FO 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 for the period from abandonment to the sale or disposal of the Goods together with any costs of disposal (**Debt**).

7. Before FO 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 FO in writing or by email only if you have elected not to receive traditional mail. If no address within the UK has been provided, FO 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) FO 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. 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.

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 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 Storer, FO will hold the balance for Storer but no interest will accrue on it.

9. If, in the opinion of FO and entirely at the discretion of FO, 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 FO to treat the Goods as abandoned and FO may dispose of all Goods by any means at Storer's cost. FO 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 FO, severely damaged, of no commercial value, or dangerous to persons or property. FO does not need the prior approval of Storer to take this action but will send Notice to Storer within 7 days of assessing the goods.

10. Any items left unattended in common areas or outside the Storer's Unit at any time may at FO's discretion be moved, sold or disposed of immediately with no liability to FO.

ACCESS:

11. Storer has 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 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 FO and other users of the Facility for its own actions and those of its Agents. FO may (but is not obliged to) require proof of identity from Storer 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.

13. FO may refuse Storer access to the Unit and/or the Facility where moneys are owing by Storer 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.

14. Storer should not 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 FO 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 FO believes the Unit is being used to store prohibited goods or for a prohibited purpose; or if FO 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 FO's lien or power of sale or disposal in accordance with this Agreement.

CONDITIONS:

16. FO will provide a secure padlock for the Unit for the duration of Storer's stay. This lock to be returned to the FO at the end of Storer's time using unit. A fee of £10 will be added should the lock be taken from the premises.

Storer will be solely responsible for ensuring it is locked so as to be secure from unauthorised entry at all times when the Storer is not in the Unit. FO will not be responsible for locking any unlocked Unit. Storer is 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 Storer's expense. **For the avoidance of doubt this does not make the FO a bailee. The FO is simply providing a lock for the Storer to use whilst a customer of the FO**

17. Storer 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 such as 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 (such as 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 the Storer cannot be assessed on a financial basis. 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 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; 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 uncleanliness of 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 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 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 the Storer OR the Storer's Agents causes damage to the Facility through not using reasonable care, then the Storer will be FULLY liable for the cost of repairing the damage WITHOUT LIMIT.**

21. This Agreement does not confer on Storer any right to exclusive possession of the Unit and FO reserves the right to relocate Storer to another Unit not smaller than the current Unit (a) by giving 14 day's notice during which the Storer can elect to terminate their agreement under Condition 35 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 Storer's reasonable costs of removal if approved in writing by FO in advance of removal. If Storer does not arrange removal by the date specified in FO's notice, then Storer authorises FO and its agents to enter Unit acting as Storer's agents and at Storer's risk (except for damage caused wilfully or negligently which is subject to the limitations in Condition 26) remove the goods. Following removal this agreement will be varied by substitution of the new Unit number but otherwise 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. FO makes no warranty or representation that any unit is suitable for any particular goods and accepts no liability in this regard.

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

RISK AND RESPONSIBILITY:

25. FO 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. FO excludes all liability in respect of (a) loss or damage to Storer's 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 which FO considers to be the normal excess on a standard household policy whether or not that policy would cover the goods. FO 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 FO, its agents and/or employees.

Exclusions of liability

Other than as a result of our negligence or breach of contract we will not be liable for any loss, damage or failure to produce the goods if caused by any of the following circumstances

By fire howsoever caused

By war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, terrorism, rebellion and/or military coup, Act of God, third party industrial action or other such events outside our reasonable control.

By normal wear and tear, natural or gradual deterioration, leakage or evaporation or from perishable or unstable goods. This includes goods left within furniture or appliances.

By moth or vermin or similar infestation.

By cleaning, repairing or restoring unless we arranged for the work to be carried out.

By change to atmospheric or climatic conditions.

OR

For any goods in wardrobes, drawers or appliances, or in a package, bundle, carton, case or other container not both packed and unpacked by us.

For electrical or mechanical derangement to any appliance, instrument, clock, computer or other equipment unless there is evidence of related external damage.

For any goods which have a pre-existing defect or are inherently defective.

For plants

For perishable items and/or those requiring a controlled environment.

For items referred to in Clause 4.

For damages or costs resulting indirectly from, or as a consequence of, loss, damage, or failure to produce the goods including but not limited to loss of use or amenity.

No employee of ours shall be separately liable to you for any loss, damage, mis-delivery, errors or omissions under the terms of this Agreement.

27 It is a condition of this Agreement that the Goods remain insured at all times while they are in storage against all Normal Perils for their Replacement Value (as set out on the cover sheet). Storer warrants that the aggregate value of Goods in the Unit from time to time will not exceed the Replacement Value. FO 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 FO has approved the cover or confirmed it is sufficient.

28. Storer will be liable for and 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 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 FO has reason to believe that Storer is not complying with all relevant laws FO 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 FO may take such action at any time even though FO could have acted earlier.

31. In respect of circumstances outside FO's reasonable control, FO 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, 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

32. FO collects information about Storer on registration and whilst this Agreement continues, including personal data (**Data**). FO processes Data in accordance with the General Data Protection Regulation and all associated laws. FO uses Data to process payments, communicate with Storer and generally maintain Storer's account, to comply with its legal obligations and for its legitimate business interests. FO may share Data with, and collect Data from, credit reference or fraud prevention agencies and trade associations of which FO is a member. If Storer does not pay Fees when due, FO may share Data with debt collection agents. If Storer applies for FO's insurance, FO 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. FO 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 FO considers the security of any unit at the Facility or its contents may otherwise be put at risk. Also, if FO 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 FO'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 FO holds on them, to request that inaccurate Data is rectified, to restrict how Data is used and in certain circumstances to have Data deleted. Requests for any of these should be emailed or sent to the addresses on the cover sheet to our Data Compliance Manager. More details on how FO uses Data and Storer's rights in relation to Data are set out in FO's Privacy Notice which can be viewed on its website or provided on request.

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

NOTICE :

34. Notices to be given by FO or Storer must be in writing and must be by email, by hand or sent by pre-paid post. FO may also give Notice to Storer by SMS or email if Storer has elected to receive correspondence this way. 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 FO to Storer will be sent to the address on the cover sheet or the most recent address in England notified to FO. 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 FO 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 FO at the address on the cover sheet or by email. 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 (14 days notice in writing by email) 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 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 requisite Notice is given by Storer. Storer 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 the FO. 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 FO up to the Termination Date, or Conditions 5 to 9 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 prior Notice but will send Notice to Storer within 7 days.

Vacation Process – It is the sole responsibility of the Storer 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 the Storer. PLEASE NOTE – any notice to vacate falls away after 7 days if the unit remains full and a new notice is required to vacate.

36. Storer agrees 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 after doing so (no more than 48 hours). Any damaged goods are to be returned to site by return (for inspection) and photographic evidence of any damage sent by email to the FO immediately.

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. FO 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 by 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. Storer may terminate without charge before the change takes effect by giving notice in accordance with Condition 35. 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 FO 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 FO and FO 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 FO, been reduced to writing and incorporated into the terms of this Agreement; (d) if FO decides not to exercise or enforce any right that it has against Storer at a particular time, then this does not prevent FO from later deciding to exercise or enforce that right unless FO tells Storer in writing that FO has waived or given up its ability to do so; (e) it is not intended that anyone other than Storer and FO will have any rights under this Agreement and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to it; (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.

40. 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 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.

INSURED CONTRACTOR – If such insurance has been agreed to

41 We shall take out and maintain a contract of insurance in accordance with a Summary of Insurance document provided to Storer. 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 Storer in the cover sheet is an accurate or true valuation of the full replacement value as new of the Goods at any time. Storer is 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 Storer of a written direction to notify a claim, FO will notify its insurer promptly of the claim. For the purposes of processing any such claim, Storer shall provide FO, FO's insurer or any

agent of FO's insurer appointed to investigate such claim with such information and evidence as may reasonably be required in relation to the claim. FO shall pay or arrange for payment to Storer 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 Storer. In the event that We make a claim under Our insurance policy in respect of loss or damage to the Goods, Storer acknowledges that FO's liability to make any payments to Storer in relation to any such claim is restricted to payment to Storer of those sums that FO recover 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 contract shall make or be deemed to make FO agent of the Storer. If Storer fails to pay any insurance charges then any insurance cover in respect of the Goods will cease immediately from the date such charges are due.

INSURANCE COVER

It is a condition of the Licence Agreement that your property is insured for its full true total value and that cover is maintained throughout the total period of storage with us by paying your storage fees in advance at all times. Insurance is included to the following levels for all customers:

Size of unit (Sq.ft.) (approx.)	Insurance Included (£)
0 – 24	1,000
25 – 49	2,000
50 – 74	4,000
75 – 89	6,000
90 – 99	7,000
100 +	8,000

Please note that irrespective of whether or not you instruct us to include you within our insurance arrangements our liability for actual physical loss of or damage to your property is limited by the terms of the Licence Agreement which form part of our contract with you.

SUMMARY OF OUR INSURANCE COVER

Under the terms of the Licence Agreement, we agree to include cover for physical loss or damage of your property whilst stored with us within our own insurance. The details of our insurance arrangements are as follows.

INSURER

Certain Underwriters at Lloyds

TOTAL SUM INSURED

The full true total maximum value of the goods at all times as declared to us on the Licence Agreement or elsewhere in writing. The sum insured shall in no circumstances exceed GBP 50,000 for any one customer unless confirmed in writing by us. The total sum insured can be increased on payment of an additional charge, subject to the prior agreement of our Insurers.

INSURED PERILS

Actual physical loss of or damage to our customers' property caused by fire, lightning, explosion, earthquake, aircraft or articles dropped therefrom, storm, flood, bursting &/or leaking pipes, ingress of water or other liquid substance, moth, insect or vermin 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.

UNDER-INSURANCE

It is a condition of the insurance that the sum insured represents the full true total value of the property stored at all times. If you fail to declare the full replacement value of your property on the Licence Agreement, in the event of a claim we will only be entitled to recover on your behalf from our Insurers the proportion of the loss as the declared value bears to the total replacement value of your property.

BASIS OF CLAIMS SETTLEMENT

The settlement of any claim shall be by replacement, repair and/or compensation at Insurer's option. In the event of the total loss or destruction of any item insured under this Insurance, the basis of settlement 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, 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 relate to 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.

POLICY EXCESS

Insurers will not pay the first GBP 50 of each claim per customer

PAIRS & SETS CLAUSE

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

TIME LIMIT FOR CLAIMS NOTIFICATION

All claims must be notified to us at the time of discovery of loss or of damage to your property or at the time of removal of your property from the unit, whichever is the soonest.

EXCLUSIONS

No cover is provided for the following

- 1) Money, Coins, Bullion, Deeds, Bonds, Securities and the like.
- 2) Livestock, Plants, Explosives and Flammables
- 3) Jewellery, Watches, Precious Stones, Stamps of all kinds exceeding GBP 500 combined total.
- 4) Furs, fine arts, perfumery mobile phones, tobacco, cigars, cigarettes, beers, wines, spirits & the like exceeding GBP 10,000 combined 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 radios, televisions, 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 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.
- 8) Ensuing or indirect losses resulting from or as a consequence of claims made for loss or damage arising from an Insured Peril.
- 9) Loss or damage from:
 - a) ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
 - b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or nuclear component thereof,
 - c) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
 - d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion of 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.
- 10) Loss or damage from any chemical, biological, biochemical or electromagnetic weapon. The use or operation as a means of inflicting harm or any computer system, computer software program, computer virus or process or any other electronic system.
- 11) Loss of or damage to your 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 this insurance shall only respond to the extent that losses are not recoverable under the other insurance
- 13) Loss of or damage to your property caused by or resulting from any act(s) of terrorism or any person(s) acting from a political motive.

CLAIMS PROCEDURE

If your goods become lost or damaged and you wish us to make a claim on our insurance policy please notify us in writing (e-mail is preferable). Your notification should be sent to us at the details below within 48 hours at most (see clause 30). We will, within two business days of receiving that notification, notify the insurers of the claim and send to you at your e-mail address / address as shown on the Licence Agreement an insurance claim form for your completion, signature and return to us together with your signed inventory of damaged goods.

Please send this completed documentation to us at enquiries@metro-storage.co.uk or Metro Storage Ltd, 27 Maryland Walk London N1 8FZ

On receipt from you of this documentation, we will then send it immediately to the Insurance company – see next.

The insurers have appointed the company stated below to handle your claim and they will contact you directly when they have received your claim form.

Cunningham Lindsey UK Ltd
Specialist Sectors
PO Box 76
Cardiff
CF11 1JX

T: 0845 604 7938

F: 0845 604 8632

reasons@cl-uk.com

PLEASE NOTE THAT ANY GOODS YOU ARE CLAIMING FOR **MUST REMAIN ON SITE** SO A LOSS ADJUSTOR CAN INSPECT THEM PRIOR TO ANY DISCUSSIONS RELATING TO THE CLAIM CAN OCCUR.

CUSTOMER SERVICE

If you feel you have not been offered a first class service regarding insurance please write or email and tell us and we will do our best to resolve the problem. You may alternatively, if preferred, contact the Insurance Administrator: Reason Global Insurance, 4th Floor, Lyndean House, 43-46 Queens Road, Brighton, BN1 3XB

In the unlikely event you remain dissatisfied, please write to The Complaints Department at Lloyds who may, in certain circumstances be able to review the matter: Complaints Department, Lloyds, One Lime Street, London, EC3M 7HA. 020 7327 5693 / complaints@lloyds.com.

In the event you wish to pursue matters further you may be able to refer the matter to the Financial Ombudsman Service.

The Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR Helpline: + 44 (0)845 080 1800 / complaint.info@financial-ombudsman.org.uk.

Financial Services Compensation Scheme
Lloyds is covered by the Financial Services Authority' Compensation Scheme (FSCS). You may be entitled to compensation from the Scheme if they are unable to meet their obligations. This depends on the type of business and the circumstances of the claim. Further information about compensation scheme arrangements is available from the FSCS. Financial Services Compensation Scheme, 7th Floor Lloyd's Chambers, Portsoken Street, London, E1 8BN United Kingdom Tel: 020 7892 7300 E-mail: enquiries@fscs.org.uk

