

# Self-Storage Container Licence Agreement

Land Owner (1) the Storer (2)

## Terms and Conditions of this Licence

### Definitions

In these terms and conditions and in this Licence the following words and expressions have the meanings set out below:-

"the Land Owner" means the person named in the Particulars as the Land Owner or any new owner of the Site and references to "we" in the terms and conditions is to the Land Owner.

"the Goods" means the Storer's goods in their ownership stored in the Storage Container from time to time in accordance with this agreement.

"the Storer" means the person or persons named in the Particulars as the Storer and references to "you" in the terms and conditions is to the Storer.

"the Site" means the compound and access to and from it to the highway on the Land Owner's land.

"the Storage Container" means the storage container referred to in the Particulars or any other container notified to the Storer by the Land Owner in accordance with this agreement from time to time.

"the Fee" means the monthly fee set out in the Particulars or as otherwise notified to the Storer in accordance with this agreement from time to time.

"Payment Day" is the day as set out in the Particulars.

"the Use" for the storage of the Storer's goods inside the Storage Container only.

### Licence

1. For so long as the Fee and all other costs, fees and interest are paid up to date, the Land Owner licenses the Storer (but no one else) to use the Storage Container for the Use in accordance with this Agreement from the start of this Agreement until it is terminated in accordance with the terms of this Agreement.

### Payment of Fees and Charges

2. The Fee is payable by the Storer to the Land Owner in advance on the Payment Day.

### Change of Storage Fee

3. The Land Owner may alter its fees at any time by giving you not less than one month's prior notice of the alteration at the last known address or email address of the Storer.

### Failure to Pay

4. If payment is not made on or within seven days of the Payment Day:-

4.1 the Land Owner has the right to refuse access to the Storage Container (and change the lock on it) and the Site as a whole until all fees and charges under this Agreement are paid up to date.

4.2 the Storer must pay to the Land Owner in addition to the Fee an administration charge of £5 for each month that the Fee is late or unpaid together with interest at the rate of 5% per annum calculated on a daily basis from the date for payment until payment is made.

4.3 the Land Owner has the right to remove the Goods to another part of the Site to ensure the Storage Container will be immediately available for use.

4.4 the Land Owner has a lien over the Goods for these unpaid fees, interest and charges and you will be given not less than 28 days' notice requesting the collection and removal of the Goods (following payment) and allowing the Land Owner to sell the Goods, on default of payment and collection, within that time. The proceeds of sale will be paid firstly towards the costs of sale and thereafter towards the amount due to the Land Owner. In the event of any shortfall due to the Land Owner you will remain liable to the Land Owner for that shortfall together with interest and administrative costs. If the Goods are not saleable the Land Owner may dispose of the Goods by any means it considers fit, at the Storer's cost.

### Storer's goods only and Prohibited goods

5. The Goods stored shall be the Storer's, stored within the Storage Container only, but shall not be perishable or such as might attract vermin; be of an illegal nature including, but not limited to, fireworks, explosives, dangerous chemicals, living creatures, gas, paint, petrol, oil, cleaning solvents or acids, firearms or ammunition, weapons of any kind, chemicals, radioactive materials, biological agents, toxic waste, asbestos, or any other potentially hazardous or contaminative substances or any items that emit fumes or odors or is illegal or any goods illegally obtained, stolen, smuggled or counterfeited, tobacco, drugs or alcohol or which are unlicensed or unsafe, including toys, electrical goods, medicines, aerosols, cosmetics or goods which are environmentally harmful.

### Period of the Licence and its Termination

6. This Licence will continue unless and until terminated under this agreement by:

6.1 Either party terminating this Licence by giving the other party not less than one month's written notice, expiring at the end of a monthly period.

6.2 The Land Owner may terminate your Licence immediately in the event of any amounts remaining unpaid for more than seven days or for any breach of the terms of this Licence Agreement.

### Obligations of the Storer on Termination

7. Within seven days of the termination of this Licence you must remove the Goods from the Storage Container, clean and tidy the Storage Container and the area around, it leaving it in the same condition as when the Licence commenced. If any damage has occurred to the Storage Container, cleaning or clearance of the Storage Container is required, the Storer must pay to the Land Owner the reasonable costs of repair, reinstatement and cleaning of the Storage Container and the area around the Storage Container.

### Liability for Loss or Damage to Goods

8. The Storer is advised to insure and maintain insurance of the Goods as the Land Owner is not liable to the Storer for any loss or damage to the Goods which are stored entirely at the Storer's risk.

### Licence and the right to Request Change of Storage Container

9. This Licence Agreement does not confer on the Storer any right to exclusive use of or possession of the Storage Container and the Land Owner may at any time on not less than 14 days' notice, or in case of any emergency, immediately, require the Storer to move the Goods to another Storage Container within the Site and the Land Owner reserves the right to move the Goods itself to an alternative Container at the Storer's cost if the Storer has not moved them as requested within the 14 days or immediately in an emergency at the cost of the Storer.

### Suitability of Storage Container

10. The Land Owner makes no representations about the suitability of the Storage Container for the storage of the Goods and the Storer is advised to inspect the Storage Container to satisfy itself on this point.

### Reasonable Regulations

11. The Storer shall comply with any reasonable regulations notified to the Storer from time to time relating to the use of the Site, access to it and of the Storage Container.

### Notices

12. All notices required to be given under this agreement should be in writing and may be delivered by hand or pre-paid post to the last known address of the Storer. Notices or information relating to changes of the Storage Container to be used; changes of regulations or requirements or alterations of the Fee may be made by the Land Owner to the Storer using the last known email address notified to the Land Owner and in the event that the Storer is more than one person notice to one Storer shall be sufficient for the purposes of notices required to be served under this agreement.

### Access

13. Access to the Site and to the Storage Container is during specified opening hours. It shall be over the agreed accessways and routes. The Land Owner may change the specified opening hours and means and routes of access to the Site and the Storage Container on reasonable prior notice by email or post.

### Alterations, damage and maintenance

14. The Storer shall not use or do anything at the Site or to or in the storage Container which may invalidate or increase the premiums of any insurance policy the Land Owner holds for the Site; shall not paint or make alterations to or addition to the Storage Container and shall not add any signs, signage or advertisement to the Storage Container but shall keep it clean and shall not damage the Storage Container in any way and shall ensure that it is kept tidy and shall not use it in a way that causes any nuisance or annoyance to the Land Owner or its Licensees.

### Notification of Change of Address, Email or Telephone Number

15. The Storer shall give the Land Owner notice in writing of any change of address, telephone number, mobile number or email address of the Storer within 48 hours of any change.

### General

16. The Land Owner shall not be liable to the Storer for any loss, costs or damages suffered by the Storer as a result of any delay or inability to access the Site or the Storage Container due to temporary works or any matter outside the control of the Land Owner.

### Personal and not transferrable

17. This Licence is personal to the Storer and is not assignable or transferable in any way and nor shall the Storer allow any other person to use the Storage Container.

### Joint and Several Liability

18. Where the Storer consists of two or more persons, each person takes on the full obligations under this agreement separately (joint and several liability).