

## FREIGHT CONTAINER SERVICES (NEWARK) LIMITED

### Self Storage General Terms & Conditions

This document constitutes an Agreement between the hirer and Freight Container Services (Newark) Limited, in future referred to as "FCS (Newark)". No other Agreements or terms and conditions from any business associated with or referred to FCS (Newark) shall apply.

1. Access hours, these hours and access will be determined at the time of rent of the container(s).
2. Any occupation and rental of any container(s) shall be deemed to have accepted these terms and conditions with any reservation or amendment.
3. Payment, all payments for the minimum agreed period, shall be payable in advance in full. The minimum agreed period is to be determined prior to occupation. In the event that the hire is ongoing after the minimum rental period the hirer shall pay monthly (or to the end of the required period if less than a month) in advance, in full. Value added tax at 15% is applicable to all charges.
4. Rental shall begin on the day it is agreed that the container is available for occupation with the hirer, if for any reason the hirer fails to occupy the equipment the rental shall be due from the agreed date.
5. The hirer whether an individual, couple, partnership, sole trader, limited company, public limited company, government body, society, registered charity, religious sect or any other type of organisation, business or private shall take sole responsibility for insurance. They shall be responsible for insuring with first class insurers, the value of the contents, which they shall be solely responsible to determine. Furthermore, they shall be responsible for insuring against any claim for damage to the container whilst it is hired to them under this agreement.
6. Occupation, only you and the persons you have authorised in writing to us or accompanied by you shall be allowed access to the container(s). The hirer is solely responsible for the actions of anyone who is brought with them to the site.
7. Lock, Security of Container and Contents. The hirer shall be solely responsible for the security of the container and its content whilst occupied. FCS Newark shall not check if the unit is locked whilst occupied, nor shall it have any liability to do so at any time, nor shall it be responsible for any loss actual or subsequent, whether arising directly or indirectly from any such loss. Failure to secure the container(s) will put your goods at risk.
8. A deposit per high security lock of GBP 50 (Fifty) pounds shall be paid in advance of occupation, the lock supplied with two keys, if returned in working order with the two keys shall receive a full refund of the deposit. However, if any key is lost or damaged then it will be charged at GBP 12.00 per key. If for any reason in the sole view of FCS Newark the padlock is returned in a non working condition with or without keys the deposit shall be forfeited.

9. This agreement is between the Hirer and FCS Newark, you may not transfer this agreement to any other persons or organisations, including any, but not limited to those described in Para 5.
10. If you are using the containers for commercial purposes FCS Newark shall not under any circumstances, voluntary or involuntary, be responsible for loss of profits (whether direct or indirect), loss of business opportunity, loss of goodwill, loss of contract, nor for other economic loss (direct or indirect) arising for the use or occupation of the container(s). This shall include any such breach of this agreement.
11. In some cases we may not be allowed to give you access to the site or the container(s), or carry out our obligations due to something which is out of our reasonable control. This may include, but not be limited to, natural disaster, strike, lock outs, trade disputes, accidents, fire, electrical failure, subsidence, environmental health issues, acts of God, acts of terrorism, emergency situations or hazards, or entry to container(s) or the site by authorised government official agencies or HM Customs or Inland Revenue or any other competent authorities. In the event this happens FCS Newark shall not be responsible for a period up to and including 21 days, if no resolution is found by 21 days you will be able to terminate any agreement and remove the goods. Any rental due shall cease after those 21 days under these exceptional circumstances. Please be assured that FCS Newark shall make every effort to minimise any effects arising from exceptional circumstances and that no exceptional circumstances are anticipated upon your occupation, unless FCS Newark has notified you in advance.
12. In the event of any claim for normal perils this shall be limited to GBP 50.00 (this sum we consider standard excess for any insurance cover in connection with the occupation of container(s)).
13. Notice to terminate and empty Container(s). Notice of not less than 7 days in writing is required, in the event that the minimum agreed rental period has not been reached, it shall not be possible to give notice.
14. You will permit us and our agents and contractors to enter the container(s) under the following circumstances, but not limited to them, however in most circumstances we will not need access to your container(s) whilst you are the hirer. We may have access if we are required to do so by the Police, Fire service, Local Authority, Court order, HMCIR or in an emergency or to prevent injury to persons or property.
15. Prohibited items, you shall not store nor shall you allow any others to store any of the following inside any container(s):- food or perishable goods unless securely packed so that they are protected from and do not attract vermin including chilled and frozen goods at time of occupation; birds, fish, animals or any other living or deceased creatures including human beings; combustible or flammable materials or liquids, gases, paint, petrol, oil or solvents; firearms, explosives, weapons or ammunition; chemicals, radioactive materials, biological agents, toxic waste, asbestos or any materials which may have a potentially hazardous nature; items which emit smells, odours, fumes; illegal or banned substances, illegally obtained, stolen or illegally imported.

16. You may not whilst on the site do anything which inhibits or causes nuisance to the lessee, site owners, others working at the site whether directly or indirectly involved with container storage or any other person on site for any reason. You may not use the site or container(s) as a living address or postal address, nor may you use any offices or other site facilities. You may not spray paint or carry out any mechanical or engineering work of any kind on the site or in the container(s). You may not alter or attach or deface any surface interior or exterior of any container(s) including drilling, screwing, pasting, plastering, gluing, duck taping including all adhesive tape, painting, drawing, colouring or fixing. You may not cause noise, music, radio or television broadcast to be audible or vibration to be heard outside or inside any container. You may not cause any damage to any items of property on the site and you shall be liable and must at our option make reasonable repair to any damaged items or reimburse or make suitable compensation to repair such items to their original condition and replacement value. You shall not obstruct and emergency exit, stairwell, door, container access, service area, car parking space or any part of the site which is in use for others, you will at all times exercise courtesy to others.
17. Non payment or default. In the event that any rent which is due is not paid on or before the due date the account may become liable for interest charges at 5% of the total amount outstanding on a weekly basis. The interest will then compound on a weekly basis up to a maximum of 6 weeks. This charge shall be at the discretion of FCS Newark, if in the view of FCS Newark there are mitigating circumstances for non payment or late FCS Newark may exercise the rights to waive these charges. In the event that any payment by cheque or direct debit is dishonoured, we may charge you for any reasonable costs or losses incurred on each and every separate occasion.
18. You must pay us upon commencement of this signed agreement any deposit will be returned to you without interest no more than 28 days after the agreement is terminated less any reasonable amount we may in our sole judgement deduct to cover: Any unpaid fees, any obligation you may have to us which has not been satisfied, if any sum payable under the agreement has not been paid when due, then in addition to any other rights we may have, we will be entitled to suspend your access rights to the container(s) until any such outstanding amount have been satisfied. We may also exercise our right to remove your lock and install a new one which will be chargeable until such outstanding charges have been paid in full. We may also if any outstanding sum is payable after 42 days sell some or all of your goods for the best price reasonably available (and pass goods title to them) to discharge any outstanding sums due to us and cover the costs of sale. If the proceeds of sale are insufficient to discharge your outstanding sums due to us then you remain responsible for the balance and we may take legal action to recover any outstanding amounts. We will pay to you the balance, if any, still remaining; and treat goods not sold as abandoned and destroy or otherwise dispose of them.
19. Please note we do not insure your goods whilst on site.
20. Please also note any rubbish, debris, materials, packaging, discarded items left in any container(s) after occupation may incur a charge for disposal in an environmental manner including the provision of labour and or use of or provision of a skip. These costs may be

chargeable and will be deducted from any deposit due or in the event that the deposit does not cover the amount the balance shall be due. To avoid these charges please clear the container(s) completely when vacating including all unwanted items or waste as described above.

Agreed for an on behalf of FCS (Newark) Limited

Agreed (Hirer)

Name. Print Block capitals.

Name. Print Block Capitals

Company(if applicable) and Address

Dated

Telephone number and mobile