

CAISTER STORAGE SOLUTIONS LTD

Caister Business Park, 1 Pump Lane, Caister on Sea, Great Yarmouth, Norfolk, NR30 5TF

Company Number: 11018406 VAT GB831 3977 17

E-Mail – caisterstoragesolutions@outlook.com

www.caisterstoragesolutions.co.uk

CSS SELF STORAGE AGREEMENT TERMS AND CONDITIONS

This document constitutes an Agreement between the hirer and Caister Storage Solutions Ltd in future referred to as CSS. No other Agreements or terms and conditions from any business associated with or referred to CSS shall apply

1. Access Hours, these hours and access will be determined at the time of commencement of the rental period 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 in advance in full. The minimum agreed period is 30 Days. 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 (VAT) at 20% is included in the charge and 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 or organisation, business or private shall take sole responsibility for Insurance. They shall be responsible for insuring with first class insurers, to 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 or Container and Its Contents. The hirer shall be solely responsible for the security of the container while occupied. CSS shall not check if the unit is locked while occupied, nor shall it have any liability to do so at any time, nor shall it be responsible for any loss or subsequent, weather arising directly or indirectly from any such loss. Failure to secure the container(s) will put your goods at risk.
8. All references to container(s) sizes are approximate only. We accept no liability for the accuracy
9. We make no representation or warranty in relation to the suitability of the container for the storage of any particular item.
10. You agree that You have carried out Your own inspection of the container(s) to determine its suitability
11. You agree that You will inspect the container(s) from time to time throughout the period of this agreement and notify CSS of and defects.

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12. As the Site is an open storage facility, we accept no liability for any damage caused by any rodent, vermin or other animal
13. We will not be in any way liable for any damage caused to any item or items of which we accept delivery on your behalf.
14. We will not be in any way liable for any fraud, duty, fine, tax or other charge on any item or items of which we accept delivery on Your behalf and you agree to fully indemnify Us in respect of any such fraud, duty, fine, tax or charge.
15. A Deposit of GBP £60 (Sixty Pounds) per high security lock with in inclusion of 1 Key and 1 access card shall be paid in advance of occupation. If more than one key is required these can be supplied at £17.50 each. IF more than one access card is required these can be supplied at £6 each. If returned in working order with the key a full refund will be given. However, if a key is lost or damaged a penalty will be charged at GBP £17.50 per key. If for any reason in the sole view of CSS the padlock is returned in a non-working condition with or without keys the deposit shall be forfeited. No Extra keys shall be cut without the written permission of CSS
16. This agreement is between the Hirer and CSS, you may not transfer this agreement to any other persons or organisations, including any, but not limited to those described is Para 5.
17. If you are using the containers for commercial purposes CSS shall not under any circumstances, voluntary or involuntary, be responsible for loss of profits (whether direct or indirect), loss of business opportunity, loss of good will, 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 breach of this agreement.
18. 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, lockouts, 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 that this happens CSS 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 CSS shall make every effort to minimise any effects arising from arising from exceptional circumstances and that no exceptional circumstances are anticipated during your occupation, Unless CSS has notified you in advance.
19. 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 containers(s))
20. Notice to terminate and empty container(s). **Notice of not less than 30 Days should be sent by e-mail to: caisterstoragesolutions@outlook.com**
21. You will permit us and or 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 to 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.

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22. Prohibited Items, You shall not store nor shall you allow 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 the 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 material which may have a potentially hazardous nature; items which emit smell, odours, fumes; illegal or banned substances, illegally obtained, stolen or illegally imported items
23. You may not whilst on the site do anything which inhibits or causes nuisance to the lessee, site owners, others working at the site weather directly or indirectly involved with the container storage or any persons on site for any reason. You may not spray paint or carry out any mechanical engineering work of any kind on the site or in the container(s) including drilling, screwing pasting, plastering, gluing, duct taping including all adversative 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(s). You may not cause any damage to any items of property on the site and you shall be liable and must at our opinion 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 any 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.
24. 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 the maximum of 6 weeks. This charge will be at the discretion of CSS, if in the view of CSS there are mitigating circumstances for non-payment or late CSS may exercise the rights to wave these charges. In the event that any payment by cheque, card transaction, standing order or direct debit is dishonoured, we may charge you for any reasonable costs or losses incurred on each and every separate occasion.
25. You must pay us upon commencement of this signed agreement any deposit due which 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 and any other rights we may have, we will be entitled to suspend you access rights to the container(s) until such outstanding amount has been satisfied. We may also exercise our rights 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 use 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.
26. Please Note we do not insure your goods while on site.

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27. Please also note any rubbish, debris, materials, packaging, discarded items left in the 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.
28. In the event that no cash deposit is taken, and debit/credit card details securely held then any fees that are due will be deducted from said card, an invoice will be e-mailed to the supplied e-mail address 24 hours prior to payment being taken. With the signing of this agreement you agree to for us to take this payment.
29. It is the client's responsibility to ensure the compound and site is made secure on their departure. If failure to do so a fee will be charged as per our call out rate to make the site secure
30. CSS will not pass your data onto any third party
31. CSS will not use contact you using your supplied data for marketing purposes unless permission is given below.
32. CSS are an environment aware company and send all documentation electronically via e-mail, paper versions of all literature is available on request
33. Hand backs by appointment are on or before the last day of occupation during office hours ((Mon – Fri 0900-1600) with the exceptions of national and bank holidays)
34. CSS reserves the right to charge for any damage that may occur by guests of clients while on site
35. Where a hand back is required outside of our office hours CSS have the right to charge the client as per our Charges Schedule.
36. This agreement is governed by the laws of England and Wales
37. Any Dispute arising out of or in conjunction with this agreement will be subject to the exclusive jurisdiction of the English Courts
38. Any calls / messages that are not during our office hours and will be answered as emergency communication. If the communication is not of an emergency nature we reserve the right to charge a fee for this out of hours communication as listed below. (out of hours e-mailed correspondence will be dealt with during office hours and are exempt)
39. All correspondence should be sent to: caisterstoragesolutions@outlook.com as our e-mailed invoices come from an unmanned third party.
40. All Discounted advance payments are non refundable

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Charges Schedule (+ VAT)

Late payment / Declined fee £15
5% weekly interest after 7 Days

(Clients are reminded that it is their responsibility to make the site secure on their departure)

To re-secure compound / site during office hours: £15.00

To re-secure compound / site outside of office hours Monday – Friday: £30.00

To re-secure compound / site outside of office hours Saturday: £45.00

To re-secure compound / Site outside of office hours Sunday: £60.00

Saturday Hand-Back 0900 – 1600: £25.00

Sunday Hand-Back 0900 – 1600: £40.00

Lost Key Charge (Re Cut): £17.50.

Out of hours call out (except Bank & National Holidays)

Monday - Friday: £30.00

Saturday : £45.00

Sundays / Holidays: £60.00

Labour Charge: £50 per hour or part of

Materials Charge: Cost +30%

Skip Charge: £ TBC (dependent on size)

Paper Billing: £5.00 per posted item (up to 5 pages)

Out of Hours Response to call / Message (Except e-mail) £15.00

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Container Number: C

Monthly Container Rate:

20ft Container £125.00

15ft Container £100.00

10ft Container £80.00

5ft Container £60.00

Padlock Deposit: £60.00

Payment:

Monthly by Direct Debit

6 Months in advance (5% Discount)

12 months in advance (10% Discount)

Egress Card £6.00

Deposit for Container: £250 or Card Details Held

ID Provided

If You agree to the terms shown above, please complete the following:

Name:

Address:

Post Code:

Telephone Number:

E-Mail Address:

Card Details:

- - - exp: / csc

IT IS YOUR RESPONSIBILITY TO SUPPLY US WITH UP TO DATE DETAILS IF THEY CHANGE DURING THE COURSE OF THIS AGREEMENT
IN SIGNING THIS AGREEMENT YOU GIVE THE COMPANY PERMISSION TO USE YOUR CONTACT DATA FOR ITS DURATION

Invoice Date:

Payment Date:

Renewal:

Client: Signed:

Print:

Date:

CSS: Signed:

Print: G.CARTER

Date:

Initial: