

O.K.Services (East Midlands) Ltd & Mr J King & Mrs P King T/A King Storage

TERMS AND CONDITIONS OF A LICENCE TO STORE GOODS

Definitions

1. In these terms and conditions the following words have the following meanings:
 - 'You', 'Your' means the customer(s) named in the schedule overleaf
 - 'We', 'Us', 'Our' means O.K.Services (East Midlands) Ltd & Mr J King & Mrs P King T/A King Storage of Unit 9, Hamilton Road (Head Office), Sutton-in-Ashfield, Nottinghamshire. NG17 5LD
 - 'Access Hours' means the hours we permit access to the space
 - 'Commencement Date' means the commencement date specified in the schedule overleaf
 - 'Deposit' means the amount specified as the deposit in the schedule overleaf
 - 'Due Date' means the first business day in each period unless otherwise agreed
 - 'Goods' means anything that you bring on the site and store in the space
 - 'Initial Period' means the initial period in the schedule overleaf
 - 'Insurance option' means the obtaining of insurance for the Goods by us under condition 29
 - 'Licence Fees' means the amounts specified in the schedule overleaf which are payable by you to us under this agreement
 - 'Period' means the period specified in the schedule overleaf
 - 'Prohibited Items' means those items specified in condition 11
 - 'Space' means the storage space specified in the schedule overleaf or any alternative storage space we may specify under condition 14
 - 'Site' means the premises on which the space is situated
 - 'This Agreement' means these terms and conditions and the schedule overleaf

Your Right to Occupy

- 2 We permit you to use the space in accordance with these terms and conditions from the commencement Date until this Agreement is terminated.
- 3 You must inspect the Space before storing any Goods and inform us if you believe it is damaged or unsuitable for your requirements in any way. If you do not do so the Space will be deemed to be suitable for you and in good condition at the Commencement Date.

Access to the Space by You and by Us

- 4 You may have access to the Space at any time during Access Hours. No access to the Space will be permitted outside these hours. We may change the Access Hours at any time on giving not less than 14 days' prior written notice.
- 5 We reserve the right to limit access to the Space to You and any persons authorised in writing by you, but you acknowledge that we are not obliged to do so. You may withdraw any authorisation received by us at any time but the withdrawal will not be effective until we receive it in writing. We may ask for proof of identity from you or any other person at any time (although We are not obliged to do so) and we may refuse access to any person (including You) who is unable to provide satisfactory proof of identity.
- 6 You are responsible for securing the Space and you must ensure that it is locked at all times when you are not in attendance. We will not be responsible for locking any unlocked Space.
- 7 You will permit Us (and our agents or workmen) to enter the Space at any time without notice in an emergency and otherwise if We give You not less than seven day' notice so that We may inspect it or carry out repairs, maintenance and alterations to the Space or part of the Site or ensure compliance with these terms and conditions or for any other purpose.
- 8 We may enter the Space at any time without notifying You (and if necessary We may break the lock to gain entry)
 - (i) if we believe that the Space contains Prohibited items or is being used in breach of these terms and conditions
 - (ii) if We are required to do so by the Police, Fire Service, Local Authority or by a Court Order
 - (iii) if We believe it is necessary in an emergency
 - (iv) to obtain access in accordance with conditions 7,8,24 and 25
 - (v) to prevent injury or damage to persons or property, or
 - (vi) if We are of the opinion that any of the above apply, for the purposes of ascertaining this

Use of the Space and the Site

- 9 You warrant that the Goods you are storing in the Space are your own property or the person who owns or has an interest in them has given authority to you to store them in the Space
- 10 You agree to indemnify us in respect of any claims by an owner of the Goods or any joint or co-owner not disclosed to us and / or not made aware of the terms and conditions of this Agreement
- 11 Unless otherwise agreed by Us, You may only Use the Space for storage and not for any other purpose. You must not store (and You must not allow any other persons to store) any of the following in the Space
 - (i) food or perishable Goods unless securely packed so that they
 - (ii) birds, fish, animals or any other living creature
 - (iii) combustible or flammable materials or liquids such as paint, petrol, oil or cleaning solvents
 - (iv) explosives, weapons firearms or ammunition
 - (v) chemicals, radioactive materials, biological agents
 - (vi) toxic waste, asbestos or other materials of a dangerous nature
 - (vii) any items which emits fumes, smell or odour
 - (viii) any illegal substances, illegal items or Goods illegally obtained
 - (ix) compressed gases
- 12 You must not (and you must not allow any other person to)
 - (i) use the Space or do anything on the Site or in the Space which may be a nuisance to Us or to the users of any other Space
 - (ii) Do anything on the Site or in the Space which is likely to invalidate any of Our insurance policies (or those of our other customers) or increase the premiums
 - (iii) Use the Space as offices or living accommodation or as a home or business address
 - (iv) Spray paint or do any mechanical work of any kind in the Space
 - (v) Attach anything to the walls, ceiling, floor or doors of the Space or make any alteration to the Space
 - (vi) Allow any liquid substance, smell or odour to escape from the Space or any noise to be audible or vibration to be felt outside the Space
 - (vii) Cause any damage to the Space or the Site or its facilities or to the property and the possessions of us or any of our other customers. If you cause any damage You must (at our Option) repair, restore or replace any such damage or damaged item or reimburse Our costs in making necessary repairs, restoration or replacement
 - (viii) Cause any obstructive or undue hindrance in any passageway, stairway, service area or other part of the Site and you must at all times exercise courtesy to others in using these areas
 - (ix) Connect or provide any utilities or services to the unit unless authorised in advance in writing by us
- 13 You must
 - (i) inform us immediately of any damage to the Space
 - (ii) comply with the directions of any employees or agents at the Site any further regulations for use of the Space, which We may issue from time to time

- 14 This agreement shall no confer upon You any exclusive right to possession of the Space and we may at any time by giving You 14 days written notice require You to remove Your Goods from one Space to another Space specified by Us either at the same Site or at another Site within a 10 mile radius. The alternative Space shall be of a similar size to this current Space. Except in the case of a removal to a different Site, removal of Your Goods from the current Space to the alternative Space will be at your expense.
- 15 If you do not arrange the removal of Your Goods to the alternative Space by time specified in the notice, we may enter the Space and arrange for the Goods to be so moved. Any removal arranged by us will be at your risk (except for loss or damage caused wilfully or negligently by Us or Our removal agents) and we reserve the right to charge you for the removal expenses, save in the case of a removal to a different Site.
- 16 If your Goods are moved to an alternative Space, this Agreement will be varied by the substitution of the alternative Space number but this Agreement will otherwise continue in full force and effect and the License Fees will continue to apply to the alternative Space.

Deposit

- 17 You must pay us the Deposit when you sign this Agreement. The Deposit will be returned to You (without Interest) within 18 days after this Agreement terminates less any amount we may deduct to cover;
- (i) repairing any damage to the Space, Site or any other Space caused by You, Your agents or invitees or by Goods stored in the Space.
 - (ii) Any unpaid License Fees or removal or other charges
 - (iii) Any other obligation to Us that you have not discharged in full

Licence Fees

- 18 You must pay us the Licence Fees for the Initial Period on signature of this Agreement and thereafter must pay the Licence Fees for each Period on the Due Date. If you do not pay the Licence Fees (or any part of them) within 7 days of the Due Date, You will become liable to pay a late payment charge equal to 10 per cent of the Monthly Hire Charge (subject to a minimum charge of £5).
- 19 In the event that any cheque is dishonoured, we may take further charge on each occasion that our cheque is returned.

Increases

- 20 We may alter the Licence Fees at any time by giving you written notice and the new Licence Fees shall take effect on the first Due Date occurring not less than four weeks after the date of notice.

Non Payment of Licence Fees

- 21 If you do not pay the Licence Fees on the Due Date or any late payment charge on the Due Date which follows the imposition of such charge, We may exclude You from the Site and from the Space and We may break the lock on the Space and install a new lock, whether or not We have exercised Our right to terminate this Agreement. Exercising our right to exclude you from the Site and the Space does not effect your obligation to pay any unpaid or future Licence Fees or late payment charges. In such circumstances, You will be permitted access to the Space on payment of all unpaid Licence Fees or other charges and upon such payment any new lock installed by Us shall be removed.
- 22 If any part of the Licence Fees or the late payment charge is still outstanding one month after the Due Date then we may
- (i) Give You written notice that We will remove all the Goods in the Space. If you have not paid all outstanding amounts due in full within four days of the posting of that notice by Us to You in accordance with Condition 39 at Your address set out in the Schedule
 - (ii) on expiry of the notice in sub-Condition 15(I) remove all the Goods in the Space to any alternative storage facilities that we may decide without incurring any liability for loss or damage to the goods arising from their removal and alternative storage
 - (iii) charge You the full costs of removing the Goods from the Space and alternative storage costs together with any repeated costs if We require to move the Goods at any time afterwards
 - (iv) Sell the Goods on Your Behalf and pass good title to them and use the proceeds of the sale to discharge any outstanding Licence Fees and other charges due to us. If the proceeds of sale are insufficient to discharge Your outstanding liability to Us then You will remain liable for the balance and We may take any action We consider necessary to recover the outstanding amounts; and;
 - (v) treat any Goods not sold as abandoned and destroy or otherwise dispose of them
- 23 Termination
Subject to any Agreement between you and us specifying a different notice period, either you or we may terminate this Agreement at any time by giving not less than 14 days written notice to the other. Termination will take effect from the date specified in the written notice. Save in respect of insurance, any Licence Fees paid in advance will be refunded on the basis of a daily rate, but We may make deductions from them as if they were a Deposit under Condition 20. In respect of insurance paid in advance, refunds will only be made in respect of full months for which insurance has been paid after the date of termination.
- 24 You may not terminate this Agreement if any Licence Fees or other charges are outstanding or if you are otherwise in material breach of the Agreement (provided such breach is capable of remedy).
- 25 WE may terminate this Agreement immediately by giving you written notice if you are in material breach of any term of this Agreement.

On Termination

- 26 On termination of this Agreement You must remove all Goods from the Space and leave the Space clean and tidy and in the same condition as at the Commencement Date. We may charge you if we have to clean the Space or dispose of any Goods or rubbish left in the Space or on the Site.
- 27 We may treat any Goods remaining in the Space 14 days after the termination as abandoned and may dispose of them in accordance with Condition 25 (iv) and (v).

Insurance

- 28 Unless Condition 29 applies we do not insure the Goods.
- 28.1 Storage of Goods in the Unit is at your sole risk.
 - 28.2 Subject to Condition 32 You warrant to us as follows:
 - 28.2.1 that prior to bringing the Goods onto the Site you have insured or will insure the Goods against all normal perils under a valid contract of insurance with a reputable insurance company for their full replacement value and will not cause or allow that insurance cover to lapse whilst the Goods or any of them remain on the Site; and
 - 28.2.2 that the insurance cover will not be for a sum which is lower than the replacement value of the Goods stored in the Unit from time to time.
 - 28.3 We exclude all liability in respect of loss or damage relating to Your business, if any, including consequential loss, lost profits or business interruption, and all liability in respect of loss or damage to the Goods caused by Normal Perils, including as a result of negligence by us, our agents and/or employees above the sum of £50 which we consider to be the normal excess on a standard household insurance policy whether or not that policy would cover the Goods
 - 28.4 Normal Perils in this Condition mean loss of or damage to Goods caused by fire, lightning, explosion, earthquake, aircraft, storm, flood, bursting &/or leaking pipes, theft accompanied by forcible and violent entry or exit, riot, strike, civil commotion, malicious damage, and impact by vehicles.
 - 28.5 You warrant that:
 - 28.5.1 You have written overleaf the true total value of all the Goods
 - 28.5.2 the aggregate value of the Goods stored in the Unit from time to time will not exceed that value; and this warranty is repeated by You to us at each Due Date.
- 29 This Condition applies only if You have accepted the Insurance Option. In that event, the following provisions of this Condition 29 shall apply.
- 29.1 We shall take out and maintain a contract of insurance in accordance with the [specimen] [summary of terms] provided to you providing cover to us for the Goods and for the purposes of such insurance cover, the replacement value of the Goods shall be the True Total of the Value of the Goods stated at the beginning of this Agreement.

- 29.2 If loss or damage occurs to the Goods as a result of any matter which may result in a claim under such insurance cover, we shall notify the insurer promptly of the claim and in any event within 2 business days of receipt from you of a written direction to notify a claim in the form attached to the [specimen / summary of terms]. For the purposes of processing any such claim You shall provide us, the insurer or any agent of the insurer appointed to investigate such claim with such information and existence as may reasonably be required in relation to the claim. We will also provide to you, the insurer, or any agent of the insurer appointed to investigate the claim, with such information and assistance in relation to the claim as may reasonably be required. In addition, we will send to you a copy of all correspondence with the insurer or any agent of the insurer relating to the claim (including the notification). While we will, in accordance with the previous provisions of this paragraph, notify claims to the insurer, we are not under any circumstances obliged to start or threaten to start any legal proceedings in relation to any such claim [unless specifically agreed with you in writing].
- 29.3 In the event that we make a claim under such insurance cover in respect of damage or loss caused to the Goods, we shall pay or arrange for payment to You that part of any proceeds of such claim made by us which relates to such damage or loss to the Goods after deduction of any outstanding sums due to us from you. For the avoidance of doubt, You acknowledge that our liability in respect of any claim under such insurance cover is restricted to the payment to You of those sums which we recover which relate to the Goods.
- 29.4 We do not give any advice concerning the insurance cover referred to in Condition 29.1 and it is for you to make your own judgement whether such insurance is appropriate to cover the Goods and risks to them.
- 29.5 If this Condition 29 applies then Condition 28.2 of the Agreement shall not apply.
- 29.6 Nothing in this Condition 29 shall make us Your agent.

Value of Your Goods

- 30 You must notify us in writing of any change in the value of the Goods from the specified in the Schedule overleaf.

Exclusion of Liability

- 32 Since You are obliged to effect insurance of the Goods, We shall not be liable for any loss or damage to the Goods stored in the Space, whether or not the loss or damage is due to any act, omission or negligence by Us or by any of Our servants or agents or other customers.
- 33 We shall not be liable for any consequential or economic loss incurred by you as a result of any loss or damage to the Goods.
- 34 In any event, our entire liability to you under or in connection with this Agreement shall not exceed the value of the Goods stated on the Schedule overleaf or as subsequently notified to us in writing.
- 35 Any other representations, conditions, warranties and other terms, whether written or oral, express or implied, statutory or otherwise which are or may be inconsistent with Conditions 33 to 35 are expressly excluded.
- 36 The exclusions of liability in Conditions 33 to 36 do not apply where the damage suffered by you is a direct result of our negligence or that of our servants or agents and which causes personal injury to or the death of any person.

Indemnity

- 37 You will indemnify Us and hold Us harmless against all claims, demands, liabilities, damages, costs and expenses incurred by Us or by any of Our servants, agents or other customers which arises out of the use of Your Space or the Site by You and any of Your servants, agents or invitees or arises out of the breach of this Agreement by You.

Notices

- 38 Any notice given under this Agreement must be in writing and may be served by personal delivery or by pre-paid first-class post. Any notice to you may be sent to the address stated in the Schedule overleaf or any other address, which you notify to us in writing. Any notice to you will also be sent to any owner (whether sole, joint, or co-owners) of which we have been notified by you. Any notice to us must be sent to our address set out in the Schedule. Notices will be deemed effectively served immediately if served personally or forty-eight hours after they have been placed in the post.

Force Majeure

- 39 We shall not be liable for any loss or damage which You may suffer as a direct or indirect result of Our performance of this Agreement being prevented, hindered or delayed by reason of any Act of God, riot, strike, lock-out, trade dispute or labour disturbance, accident, break-down of plant or machinery, fire, flood, difficulty in obtaining workmen, materials or transport, electrical power failures or other circumstance whatsoever outside Our control and which affect the provision by Us of access to or use of the Space.

General

- 40 Any delay by us in exercising any of our rights under this Agreement will not impair our rights or be a waiver of those rights, nor will any partial exercise of any right prelude a further exercise of that right.
- 41 You may not assign any of your rights under this Agreement or part with possession of the Space to any other person, firm or company.
- 42 No variation of these terms and conditions will be effective unless expressly accepted in writing by us and signed by one of our directors. None of Our employees or agents has any authority to vary these terms and conditions on our behalf whether orally or in writing.
- 43 Every provision in these terms and conditions is severable and distinct from every other provision and if at any time one or more of such provisions is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not be affected in any way.
- 44 This Agreement shall be governed by English law and you and we submit to the exclusive jurisdiction of the English courts.
- 45 Nothing in this Agreement or in the relationship between You and Us shall create or be treated as creating any tenancy, lease or any relationship of landlord and tenant between You and Us in relation to the Space and nor shall We be regarded as a warehouse keeper.
- 46 Where the customer is two or more person your obligations under this Agreement shall be the obligations of you separately
- 47 We reserve the right to refuse any Goods regardless of reason.
- 48 All Goods accepted will become subject to lien in respect of continued non-payment of our charges.
- 49 As part of our financing arrangements from time to time, we may assign our interest in this Agreement by way of security to our lenders. Details of any such assignment are available on request by contacting our office at the address overleaf.
- 50 Before taking any court proceedings for anything arising out of this Agreement (apart from emergency court proceedings), the complaining party shall inform the other person in writing of the dispute in as much detail as possible and You and we agree to try informal conciliation within twenty business days of the notice of the dispute. If the dispute cannot be resolved, You and we agree to use the Centre for Alternative Dispute Solution to try to resolve the dispute amicably by using an Alternative Dispute Resolution procedure before taking any other step. If the dispute is not resolved to mutual satisfaction within 90 days after notice of the dispute has been given, You or we may submit the dispute to the Court. This Condition does not affect the right of either You or us to terminate this Agreement.