

General Terms and Conditions of Storage

1. SCOPE AND DEFINITION

These general terms and conditions of storage are applicable to all Self Storage Agreements between 'Stashed Away' on the one hand, and parties using storage space/units product or service e.g. parking, bulk, lockers, etc. hereinafter called 'the Customer' on the other hand.

The used storage space, product or service is called 'the Storage Unit' and the Self-Storage Agreement including these General Terms and Conditions is hereinafter called 'the Agreement'. All goods which are stored or placed anywhere in the Stashed Away facility are referred to as 'the Goods'.

2. PURPOSE AND USE

2.1 Stashed Away grants to the Customer a right to occupy and use the Storage Unit in accordance with the terms of the agreement for the sole purpose of storing permitted Goods. The Customer may not use the Storage Unit for any other purpose.

The Customer is granted a licence to use the Storage Unit (subject to the terms and conditions which follow) and nothing in this Agreement or in the relationship of Stashed Away and the Customer shall be taken as creating a tenancy or the relationship of landlord and tenant. The Customer hereby acknowledges and expressly agrees that nothing in the Agreement shall be construed so as to create any legal or proprietary interest in the Storage Unit. Stashed Away shall not for any purpose whatsoever act as a warehouse keeper, guardian or custodian of the Storage Unit or of the Goods.

By entering into the Agreement, the Customer warrants having sole legal and beneficial title to the Goods and accepts any and all liability in connection with the Goods. The Customer indemnifies Stashed Away against any claim or cost or any action or proceeding in connection with the Goods from any third party, including disputes in connection with the ownership or rights to possession.

2.2 The Customer will use and maintain the Storage Unit with due care and in accordance with the permitted use and the Agreement. The Storage Unit must be kept locked and clean at all times. The Customer is responsible for the clearing and removal of any dirt and waste in the Storage Unit. The Customer is not allowed to dispose of waste or Goods (or any part of the Goods) in/or outside the Storage Unit under penalty of a fine of at least £20 (subject to the actual cost of removal). In addition the Customer shall be liable to reimburse the actual cost of waste disposal which costs are calculated on the square footage of the Unit, with a minimum charge of £3.00 per square foot.

2.3 The Customer confirms, having visited, inspected and accepted the Storage Unit to be in good condition, that it conforms with the legal and agreed use which the Customer expects to make of it. The Customer understands and accepts the safety and security level and regulations. With regard to the legal and agreed purpose and use/safety and security expectations, Stashed Away explicitly provides no warranties and accepts no liability whatsoever.

2.4 All given sizes of storage units are approximate. Any variation between the actual size of a storage unit and the size indicated in the Agreement gives neither party any right or entitlement to a price adjustment.

2.5 The Customer will comply with the provisions of the Agreement made between Stashed Away and the Customer, the law and local regulations and the instructions of the local and national authorities, the utility companies and insurers.

2.6 The Customer acknowledges and accepts full responsibility and liability for all acts of persons who have access to the Storage Unit or use the key fob of the Customer and references to 'Customer' in these terms shall be treated as reference to any such persons.

2.7 The Customer is bound to use the Storage Unit in such a way that no damage to the environment or any disturbance to other users (e.g. noise by radios or other equipment, dust, smell, leakages) in any form

can originate or can reasonably be expected to originate, and is bound to take sufficient precautionary measures to prevent any such environmental damage or nuisance.

2.8 The following are not permitted by the Customer:

1. The Storage Unit may not be used as a registered office seat of a company
2. The Storage Unit may not be used for any illegal, criminal, tax evasion or immoral activities
3. Electrical appliances or other utilities / services may not be connected in the Storage Unit without the prior written permission of Stashed Away; any authorised electrical appliances must always be switched off during the customers absence
4. Without prior written permission from Stashed Away no fixed items may be installed in or on the Storage Unit.

2.9 The Customer is strictly forbidden from storing the following goods in the Storage Unit (this list is not exhaustive):

- any item which emits any fumes, smell or odour
- birds, fish, animals or any other living creatures
- refuse and other waste materials
- food and other perishable goods (subject to decay) unless securely packed so that they are protected and do not attract vermin or cause any other form of nuisance
- firearms, explosives, weapons or ammunition
- any illegal substances such as drugs, illegal items or goods illegally obtained such as smuggled or stolen goods, etc.
- chemicals, radioactive materials, biological agents, asbestos and/or processed asbestos (artificial) fertiliser
- gas bottles or any other compressed gases and/or batteries,
- fireworks
- combustible or flammable materials or liquids including diesel and petrol.

2.10 If the Customer acts in contravention of paragraphs 2.8 or 2.9, the Customer shall indemnify Stashed Away for any damage Stashed Away may suffer as a result of such contravention and the Customer may be exposed to criminal prosecution. Please note that Stashed Away will not inspect or verify the Goods and their compliance with the terms of this Agreement.

2.11 In the event that the Customer is suspected of being in contravention of any clause in this Agreement, Stashed Away has the right but not the obligation to notify the competent authorities.

3. TERM OF THE STORAGE AGREEMENT

Unless otherwise agreed under the special conditions, this Agreement is for an initial minimum period of 4 weeks. After this initial minimum 4 week period, the agreement will continue for an indefinite period and can be cancelled at any time in writing by either party giving to the other a minimum 14 days written notice.

4. STORAGE CHARGES AND PAYMENT

4.1 All storage charges and fees will be invoiced per 4 weekly period together with any VAT payable (where applicable). Payments are made online via www.stashedaway.co.uk/payments using a credit or debit card. We do not accept cheques or cash as a form of payment. Upon signing the Agreement, the Customer must pay the first invoice, comprising of the first 4 weekly storage charges and £10.00 deposit for cylinder lock with three keys and key fob.

4.2 The Customer must pay a deposit equivalent to 4 weeks rental charge as a guarantee for compliance with the terms of this Agreement. Stashed Away may recover all unpaid charges, fees and costs resulting from non-compliance with this Agreement from the deposited sum. No interest is paid on any deposit.

The storage charge (excluding any applicable taxes) will remain unchanged for the first six (6) months of this Agreement. After that period, Stashed Away reserves the right to periodically review the

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charges and fees. Reviewed charges and fees are payable 30 days after written notice is given by Stashed Away to the Customer.

4.3 The Customer undertakes to pay the 4 weekly charges and fees in advance, before the first day of the next 4 week period.

4.4 The Customer acknowledges and agrees that in the event of contract Amendment or Contract cancellation any refund agreed by Stashed Away will be made within 30 days. Any such refund will not be paid in cash. No proportion of any Insurance premium will be refunded.

4.5 The Customer accepts e-mail and/or text as a proper and sufficient means of communication between the Customer and Stashed Away, for all purposes, including invoicing.

4.6 If payment of the 4 weekly storage charge and fees is not received in full on the due date, Stashed Away will deny the Customer access to the Storage facility and unit until such time as the total outstanding balance is settled. If payment is then made online, 24 hours must be allowed for processing.

4.7 If any storage charge or fee due under this Agreement is not paid Within 14 days of the due date Stashed Away will be entitled to

- (a) Terminate the Agreement requiring the Customer to collect their stored Goods, as set out in clause 12 hereof
- (b) Recover from the deposited sum, the fee from the unpaid invoice

4.8 If any storage charge or fee due under this Agreement is not paid within 28 days of the due date Stashed Away will furthermore be entitled to sell, destroy or otherwise dispose of such Goods. The proceeds of any sale in accordance with clause 4.8 may be retained by Stashed Away and applied to discharge any expenses incurred by Stashed Away in exercising Stashed Away's rights under this clause and any further sums owing to Stashed Away under this Agreement. Nothing in this clause shall prejudice Stashed Away's entitlement to payment of storage charges or any other sums due to Stashed Away hereunder whether or not Stashed Away has chosen to exercise any or all of its rights as set out above.

4.9 The Customer agrees that all the Goods in the Storage Unit shall be security for Stashed Away's entitlement to payment of the storage charges, fees and any other sums due to Stashed Away and that access to the Goods in the Storage Unit may be denied until such time as full payment is made. The Customer accepts that this security may lead to a loss of the ownership of the Goods in the Storage Unit.

5. SAFETY NOTICES

5.1 Upon entering and leaving the storage facility, a digital photograph of the customer will be taken and the Customer will be provided with a personal key fob to the Stashed Away storage facility. This key fob must be used every time the Customer wants to access the Storage Facility. Stashed Away does not permit the following of another customer inside the storage facility without having entered the personal key fob, the Customer needs to ensure that the doors are closed after entering or leaving the storage facility.

5.2 The key fob is strictly personal to the Customer and must under no circumstances be used by third parties. In the event that a Customer needs to give third parties access to the Storage Unit, the Customer must obtain another key fob for that purpose. The key fob will be registered against that Customer and charged accordingly. The Customer is responsible for the third parties to whom additional key fobs have been issued. Should a Customer lose the personal key fob a new key fob can be obtained from the Stashed Away attendant and charged accordingly. For security reasons personal key fobs are not provided by Post.

5.3 Unless agreed otherwise, the Storage Unit is accessible to the Customer during the hours and days as advertised on the Stashed Away Website. Access outside these agreed hours is not allowed. Any move into new Storage Units can only happen during Move In Days with the

help and under the supervision of the attendant. Stashed Away is not responsible for any temporary technical failure, hindrance, etc. preventing the Customer from entering and leaving the Storage Facility.

5.4 CCTV is in operation at all times and has been set up to prevent Crime. The footage will be kept for as long as it is needed to detect and prosecute a crime and can be passed to the police and other relevant authorities for this purpose.

5.5 Customer access to the storage unit
Each Storage unit is secured with a locking system allowing the Insertion of a personal cylinder lock. The Customer is solely responsible for the correct locking of the Storage unit using the personal cylinder lock fitting. A second lock is not allowed.

5.6 Emergency/fire procedure
Each Customer is responsible for familiarising themselves with the Emergency, Fire and Escape routes and procedures. Emergency exits are situated throughout the building and are clearly marked. A Customer may never block these emergency exits with Goods and must leave them clear at all times. The Customer may only use the emergency exits in the event of situations needing emergency evacuation such as fire or power loss.

5.7 Inside the storage facility
Smoking is strictly prohibited anywhere on the storage facility. The use of trolleys, or any equipment provided by Stashed Away shall always be at the sole risk of the Customer. None of these are to be operated or occupied by children. Children may not be left unattended anywhere on the storage facility. Any storage of a trolley owned by Stashed Away inside a Storage Unit by a Customer is prohibited under penalty of a fine of £30.00 per day. Goods in the Storage unit must always be stacked in a safe way, without exercising pressure and weight on the walls. Stashed Away is not responsible and declines any liability for injury or damage caused by or to the Goods. Stashed Away shall be under no obligation to receive Goods for a Customer.

6. STORAGE UNIT AND AVAILABILITY

6.1 Upon the commencement of the Agreement made between Stashed Away and the Customer and the actual date of moving in, the Customer hereby acknowledges to have inspected the Storage Unit and found it to be in a good and clean condition and without any defect or damage. In the event that any defect is found with the Unit a note of such defect shall be made and signed by the Customer and Stashed Away.

6.2 Stashed Away has the right, at no extra charge to the Customer to provide the Customer with a different Storage Unit of a similar or larger size.

6.3 If no Storage Unit of the agreed size is available on the agreed move-in date, Stashed Away has the option to provide the Customer with another Storage Unit, which meets with the Customers' requirements OR the Customer has the right to terminate the Agreement and be entitled to a full refund of storage charges and fees paid. Stashed Away is not liable for any incidental loss or damage suffered by the Customer as a result of any delay in, or lack of, availability of a Storage Unit.

6.4 Stashed Away shall be entitled, upon giving the Customer at least 14 days written notice in advance, to require the Customer to move stored goods from the contracted Storage Unit to an alternative Storage Unit.

7. PROHIBITION OF SUBLETTING AND ASSIGNMENT

7.1 The Customer may not sublet or share the whole or part of the Storage Unit with another.

7.2 The benefit of this Agreement is personal to the Customer and the Customer shall not assign the same to a third party. The right to occupy the Storage Unit may only be exercised by the Customer.

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8. LIABILITY AND EXCLUSION OF LIABILITY

8.1 The storage of Goods in the Storage Unit is and remains at the sole risk of the Customer. Stashed Away shall not be liable for any damage to the Goods nor shall Stashed Away be liable for any financial loss of the Customer. Stashed Away shall take no steps to check the Goods, verify that the Goods are suitable for storage in a Storage Unit or ensure that the Goods comply with relevant regulations or the terms and restrictions of the Agreement between Stashed Away and the Customer. Stashed Away no liability for any loss suffered by the Customer in the event that the storage of the Goods in the Storage Unit is inappropriate, unsafe or illegal.

8.2 Stashed Away will permit inspections or controls by the local, regulatory or criminal justice bodies or authorities in or on the Storage Unit when requested to do so. Stashed Away will inform the Customer of such inspection where circumstances allow. Stashed Away shall not be liable for the consequences of any such inspection or control including (without limitation) any damage to the Goods and/or locks and fittings. The Customer is liable to Stashed Away for any damage suffered by Stashed Away as a result of these controls and inspections.

8.3 The Customer shall indemnify Stashed Away on a continuing basis against costs, claims, liabilities, damages or expenses which Stashed Away suffers or incurs in connection with the use by the Customer of the Storage Unit including without limitation any claims made by any third party or authority in connection with the misuse of a Storage Unit by the Customer.

8.4 Stashed Away is not liable for indirect or consequential losses suffered by the Customer including loss of bargain, loss of profit, loss of opportunity, loss of anticipated savings or lost reputation or for any damage resulting from the activities of other Customers or hindrances in the use of the Storage Unit caused by third parties.

8.5 Stashed Away's liability is limited to the charges and fees payable by the Customer under the terms of the Agreement between the Customer and Stashed Away excepting death or personal injury resulting from Stashed Away's negligence.

8.6 The Customer agrees that given

- (a) the availability of insurance to protect the value of the Goods,
- (b) the fact that Stashed Away has taken no steps to verify the Customer's usage of the Storage Unit,
- (c) the fact that Stashed Away has no means of evaluating the Customer's risk, and the potentially large difference between the charges and fees paid by the Customer to Stashed Away and the damage which the Customer may suffer, the exclusions and limitations of liability in this clause 8 are fair and reasonable

9. DUTY TO INSURE

During the entire term of the Agreement made between the Customer and Stashed Away the Customer shall insure the Goods stored for loss and damage under an all-risks insurance policy up to an insured level selected by the Customer but sufficient to cover the full value of the Goods if this is not subscribed through Stashed Away the Customer confirms that they have their own insurance in place and Stashed Away is indemnified against any claims by the Customer's insurers for recourse against Stashed Away. Failure to insure will mean that in the event of loss of or damage to the Goods due to any cause (including gross negligence of Stashed Away) the loss shall be at the risk and account of the Customer

10. MAINTENANCE AND REPAIRS

10.1 Stashed Away may proceed at all times onto or into the Storage facility to carry out activities and investigations for the purposes of maintenance, repair, redevelopment, repartitioning and renewal, including the installation of extra facilities.

10.2 Renovation and/or maintenance activities on the Storage Unit by Stashed Away do not constitute any default by Stashed Away, even if such renovation and/or the maintenance activities (temporarily) prevent or limit the use of the Storage Unit. The Customer must permit Stashed

Away the opportunity to carry out maintenance activities and the renovation of the Storage Unit and the Customer shall not be entitled to a reduced rental cost, the reduction of other payment obligations, the whole or partial dissolution of the agreement and/or any entitlement to damages as a result of such maintenance activities or renovation.

10.3 The Customer will take all necessary measures to prevent causing damage to the Storage Unit and to the property of third parties. In the event of damage to any third party or Stashed Away property, Stashed Away is at all times entitled to conduct repairs at the expense of the Customer. The Customer agrees to reimburse Stashed Away the cost of any such repairs within seven (7) days of receipt of an invoice detailing such repairs.

10.4 In the event that Stashed Away needs access to the Storage Unit for the purposes stated above, which requires access or vacation of a Storage Unit, Stashed Away will, if time and the urgency permits, inform the Customer hereof and will request the Customer to move the Goods to another Storage Unit within a reasonable period of time. Failure to do so entitles Stashed Away to access the Storage Unit and move the Goods in the Storage Unit by itself to another Storage Unit with due care but at the risk of the Customer.

11. STASHED AWAY AND THIRD PARTY ACCESS

11.1 Stashed Away and its employees will only enter the Storage Unit with prior permission from Customer.

11.2 However, in the event of an emergency, Stashed Away and its employees are entitled to enter the Storage Unit without permission and warning to the Customer, if necessary by means of forced entry. The emergencies include any maintenance, repairs and renewal and any sudden occurrence of any situation necessitating urgent entry.

11.3 In the event that any local, national, regulatory or criminal justice body or authority requires access to any Storage Unit, Stashed Away shall be entitled to grant itself and these authorities, access to the Storage Unit upon the third parties production of evidence of its right so to do.

11.4 Stashed Away and its employees have the right to remove the locks, enter the Storage Unit without permission and deny the Customer access to the Storage Unit in the event that the Customer fails to comply with the terms of Storage Agreement or if Stashed Away reasonably suspects that the Customer is not complying herewith. In particular Stashed Away has the right to deny the Customer access to the Storage facility and enter the Storage Unit in the event of late or non-payment of charges and fees due.

11.5 After entering the Storage Unit in accordance with this clause 11, Stashed Away has the right (but not an obligation) to make an inventory of the Goods.

11.6 Stashed Away is under no obligation to verify the access rights of any person to a Storage Unit, including those of any local, national, regulatory or criminal justice body or authority. Stashed Away accepts no liability for providing access to the Storage Unit to third parties who have a key fob.

12. NON COMPLIANCE WITH THE AGREEMENT AND TERMINATION

12.1 In the event that the Customer:

- (a) does not comply with any obligation imposed under law, local or national regulations or customs; or
- (b) fails to comply with the terms of this Agreement (including any failure to make payment of charges and fees due); or
- (c) is subject to any Insolvency Event

then Stashed Away has the right to terminate the Storage Agreement at any time without notice and without prejudice to any of its rights and remedies under the Storage Agreement and shall be entitled to payment of all losses, charges, fees and all other sums due hereunder.

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12.2 In the event that Stashed Away finds it necessary to terminate the Storage Agreement the Customer shall be informed in writing and must collect the stored goods within 14 days of such notification. If the Customer fails to collect the Goods then Stashed Away may exercise any of the rights set out in clause 13.2 hereof the right to dispose of the Goods.

12.3 The Customer shall reimburse Stashed Away all costs and expenses actually incurred by Stashed Away in connection with debt collection and enforcement of the Storage Agreement.

13. END OF THE AGREEMENT

13.1 The Customer must return the Storage Unit, key Fob, Cylinder Lock and 3 keys to Stashed Away in a clean, tidy and in the same condition as the Unit and articles were at the commencement date of the Storage Agreement (normal wear and tear is taken into account). If in default thereof, the Customer shall reimburse Stashed Away, the costs expended by Stashed Away in replacing or making good any damage caused by the Customer.

13.2 All Goods left behind by the Customer after the ending of the Storage agreement will be considered as abandoned by the Customer. Clearance will be charged at Customer Storage Unit size at the rate of: - £30.00 per sq ft. The Customer remains fully liable for all costs and damage resulting from leaving the Goods. Stashed Away is hereby granted full authority by the Customer to then dispose of the Customer's Goods.

13.3 Deposits and other charges, after deductions of any payments due to Stashed Away will be refunded as per clause 4.4 hereof.

14. NOTICES, CHANGE OF ADDRESS

14.1 Stashed Away may, at its discretion serve any notice or communication to the Customer by post (at the address indicated in the Storage Agreement), by email or other electronic means (at the email or other electronic address provided by the Customer).

14.2 The Customer must inform Stashed Away in writing of a change of its postal or electronic address and telephone number prior to any such change taking effect.

15. PRIVACY

15.1 The Customer's data provided to Stashed Away will be included in Stashed Away's data files and are Stashed Away's property.

15.2 The Customer's data will be maintained and processed in conformity with prevailing law and standards.

15.3 The Customer has the right to inspect the Customer's data in Stashed Away's data files, and may request the rectification of any incorrect information.

15.4 The Customers data will be used for customer administration, communication, market studies and for (paper and/or electronic) personalised information and/or promotional campaigns concerning Stashed Away's products and/or services.

15.5 To optimise the service to Stashed Away's customers, telephone conversations between Stashed Away and its customers may be recorded.

16. APPLICABLE LAW AND COMPETENT COURT

The laws of the country or area where the Storage Unit is located are exclusively applicable to the Storage Agreement.

17. GENERAL

17.1 If a part of the Storage Agreement is deemed null and void or subject to annulment, the validity of any other part of the Storage Agreement remains unaffected. Any void or annulled clause will be replaced by a valid clause that will most closely correspond to the

clause previously agreed by the parties before the parties became aware of such nullity or nullification.

17.2 The Customer understands and accepts these General Terms and Conditions of Storage and the Customer accepts that these terms are available to the Customer in print and in an on-line manner on Stashed Away's website. Stashed Away has the right to modify these general terms and conditions of storage (the Customer will be informed on any changes before implementation via mail, email or the Stashed Away website). Modified general terms and conditions are applicable 30 days after notice is received from Stashed Away or website posted. Customer is considered to be in agreement with any such changes if the Customer has not informed Stashed Away in writing within the stated 30 days period. In the event of a proposed change to the General Terms and Conditions, Customer is entitled to end the Agreement as of the commencement date of the amended General Terms and Conditions (taking however into account a Minimum notice period of 14 days).

17.3 Where two or more customers constitute "the Customer", all obligations shall be joint and several.