

# Matt. Purdie & Sons

WORLDWIDE REMOVALS · CONTAINERISED STORAGE · SELF STORAGE · PACKING & SHIPPING

## PURDIE WORLDWIDE REMOVALS & STORAGE LTD

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## Terms and Conditions of a Licence to Store Goods

### 1 Introduction

These conditions explain the rights, obligations, and responsibilities of all parties to this Agreement. Where we use the word 'you' or 'your' it means the Customer: 'we', 'us' or 'our' means the Storage Provider. These terms and conditions can be varied or amended subject to prior written agreement. Your attention is drawn to Clause 8 which limits our liability and you should therefore consider specialist insurance to cover your goods. We are able to arrange such insurance on your behalf and separate terms and conditions will apply.

### Definitions:

The Agreement:	The Terms and Conditions set out here, together with the Licence agreement
Unit:	The distinct storage unit specified in the Licence agreement
Site:	The premises in which the Unit is situated.
The Goods:	Anything that is stored in the Unit by the customer during the term of the Licence agreement.
Opening Hours:	The hours during which access to the Unit is permitted.
Fees:	The amounts specified in the Licence agreement.
Due Date:	The date specified in the Licence agreement.
Commencement Date:	The date specified in the Licence agreement
Termination Date:	The date specified in the Licence agreement or as set out in Condition 14.

### 2. Your responsibility

- 2.1 It will be your sole responsibility to:
  - 2.1.1 Declare to us, in writing, the value of the goods being stored. It is understood that the total value of all Goods stored in Your Unit will not at any time exceed that declared value;
  - 2.1.2 Arrange adequate insurance cover for the Goods placed into storage;
  - 2.1.3 Ensure that the Unit is suitable for the storage of Your Goods;
  - 2.1.4 Prepare and pack adequately all Goods prior to their storage to ensure they withstand the normal rigors of storage;
  - 2.1.5 Empty, properly defrost and clean refrigerators and deep freezers; The customer should drain fluids from washing machines, dishwashers, lawnmowers or any other appliances;
  - 2.1.6 Provide us with a contact address for correspondence during storage of goods;
  - 2.1.7 Provide Your own padlock and ensure the Unit is locked and secure at all times. Unless otherwise agreed in writing we will not be responsible for locking any unlocked padlocks and cannot hold keys on Your behalf and We do not accept any liability for any person including our employee or agent with whom You leave your key; and
  - 2.1.8 Inform us immediately of any damage or defect to Your Unit.
- 2.2 Other than by reason of our negligence or breach of contract, we will not be liable for any loss or damage, costs or additional charges that may arise from failure to discharge these responsibilities.
- 2.3 Whilst on the Site You must at all times comply with the reasonable directions of any of our employees, agents and contractors regarding safety and security of Your Unit and the Site.

### 3. Goods not to be stored

- 3.1 Under no circumstances are the following items to be placed into storage. The items listed under (3.1.1) below may present risks to health and safety and of fire. Items listed under (3.1.2) to (3.1.5) below carry other risks and you should make your own arrangements for their storage elsewhere:
  - 3.1.1 Prohibited or stolen goods, drugs, pornographic material, potentially dangerous, damaging or explosive items, including gas bottles, aerosols, paints, firearms and ammunition;
  - 3.1.2 Plants or goods likely to encourage vermin or other pests or to cause infestation or contamination;
  - 3.1.3 Perishable items and/or those requiring a controlled environment;
  - 3.1.4 Any animals, birds or fish; and/or
  - 3.1.5 Any liquid or substance which may escape or leak from the Unit or any goods which may emit smell or odour from the Unit.

### 4. Permitted use of the Unit

You and Your agents must not:-

- 4.1 Use the Unit for anything other than storage, unless written permission has been obtained from a company director/owner;
- 4.2 Use Your Unit or do anything on the Site which may be a nuisance to us or the users of any other Unit or any person on the Site;
- 4.3 Do anything on the Site or in Your Unit which may invalidate any of our insurance policies or those of other users or increase the premiums payable on them;
- 4.4 Cause any damage to or attach anything to the internal or external surfaces of the Unit or make any alteration to the Unit or any other Unit or the Site. In the event of such damage or alteration You will be required to reimburse us for the full cost of making necessary repairs, restoration or replacement, and/or
- 4.5 Leave anything in or cause any obstruction or undue hindrance in any passageway, stairway, service area or other part of the Site and take reasonable care to protect the safety of You and others on the Site.

### 5. Access

- 5.1 You may have access to the Unit at any time during our normal published opening hours only. No access to Your Unit will be permitted outside opening hours. We will try to provide advance warning of changes in opening hours by providing notices on Site but we reserve the right to change opening hours at any time without giving any prior notice.
- 5.2 Access to Your Unit will only be granted to You and Your agents or persons for whom You have given us express permission in writing to allow entry to Your Unit. Any such person is your agent for whose actions You are solely responsible and liable to us and to other users of the Site. Withdrawal of any such authorisation will not be effective until we receive it in writing. We may at our own discretion, although we will not be obliged to, ask for proof of identity from You or any other person and we may refuse access to any person (including You) who is unable to provide satisfactory proof of identity or if We believe that the safety or security of any person or the Site will be put at risk.
- 5.3 In signing this Agreement You agree that We and our agents may enter Your Unit and if necessary we may break the lock to gain entry if we give You not less than seven days' notice so that we may inspect the Unit or carry out repairs, maintenance and alterations of any kind on the Site;
- 5.4 If we reasonably believe that the Unit contains any items described in Clause 3 or is being used in breach of Clause 4 or such entry is required to enable us to act in accordance with Clauses 10 and 11 or 14 or if we are required to do so by the Police, Fire Services, Local Authority or by a Court Order or if we believe it is necessary in an emergency We may enter Your Unit and if necessary we may break the lock to gain entry without notifying You.

### 6. Ownership of the goods

- 6.1 By entering into this Agreement, you guarantee that:
  - 6.1.1 The goods to be stored are your own property; or
  - 6.1.2 That the person(s) who own or have an interest in them have given you authority to make this contract and have been made aware of these conditions.
- 6.2 You will pay (on an indemnity basis) any loss, damage or expenses (which shall include reasonable legal fees) incurred by us as a direct or indirect result of either warranty 6.1.1 or warranty 6.1.2 being untrue.

### 7. Payment

Unless otherwise agreed by us in writing:

- 7.1 Upon signing this Agreement a deposit must be paid to us. This will be returned to You within 21 days of termination of the Agreement without interest, less any:
  - 7.1.1 Outstanding fees or charges; and
  - 7.1.2 Charges for Your failure to comply with or breach of the terms of this Agreement.
- 7.2 You must pay our Fees for the minimum period of storage on signature of this Agreement, following which you must pay our Fees on the Due Date.
- 7.3 Payment of all outstanding sums is required by cleared funds in advance of each storage period, regardless of if an invoice has been received.
- 7.4 You will be charged an administrative fee on all overdue balances which will be 10 % of the outstanding sum.
- 7.5 In respect of all sums which are overdue to us, we will charge interest on a daily basis calculated at 4% above the prevailing base rate for the time being of the Bank of England from the Due Date until the date of

actual payment, whether before or after judgment, and regardless of whether we exercise our right of sale under clause 11

- 7.6 On each occasion a cheque or other payment is dishonoured, at our option You must pay us an administrative fee of £10.
- 7.7 If Your account is in default You authorize us to immediately:-
- 7.7.1 Refuse You and Your agent access to the site and Your Unit; and
- 7.7.2 Enter, inspect and remove goods to another site or unit and eventually dispose of Your goods.
- 7.8 If at any time Your payment of Our fees or other charges under this Agreement are in arrears or default we are relieved of any duty in respect of the Goods and they are held solely at your own risk.
- 7.9 Revision of storage rental charges We review our storage rental charges periodically. You will be given 28 days notice in writing of any increases.

#### 8. Our liability for loss or damage and insurance

- 8.1 Unless Clause 8.6 applies we do not insure the Goods.
- 8.1.1 Unless due to our negligence or breach of contract we do not accept liability for loss or damage to the Goods.
- 8.2 In any event in no case shall our liability exceed £40 per item and in all a sum not exceeding the declared value of the Goods as provided by You.
- 8.3 For the purpose of this Agreement an item is defined as:
- 8.3.1 The entire contents of a box, parcel, package, carton or similar container; and
- 8.3.2 Any other object or thing that is stored by You.
- 8.4 Under no circumstances will We be liable for any consequential or indirect losses, such as loss of use, loss of amenity or loss of earnings which may result from or as a consequence of physical loss or damage to the Goods stored within the Unit, or inability to access the Unit;
- 8.5 You guarantee that prior to bringing the Goods on Site You have arranged adequate insurance cover for a sum not less than the full total value of the Goods stored and will not cause or allow that insurance cover to lapse during the duration of this Agreement.
- 8.6 We are able to arrange insurance to cover Your Goods, details of which We will provide to You.
- 8.7 We do not give advice regarding the purchase of insurance cover and You should ensure that any cover meets Your individual requirements.
- 8.8 No employee of ours shall be separately liable to you for any loss, damage, errors or omissions under the terms of this Agreement.
- 8.9 This clause 8 does not limit in any way our liability for death or personal injury caused by our negligence or willful default or that of our agents and/or employees.
- 8.10 You will indemnify us against all claims, loss, damages liabilities or expenses (which shall include reasonable legal fees) incurred by us or by any of our employees, servants, agents or other unit users or persons on the Site, which arise out of the use (whether directly or indirectly) of the Unit or the Site by you or any of your servants, agents, employees or invites or which arise (directly or indirectly) out of a breach of this Agreement by You.

#### 9. Time limit for claims

Notwithstanding clause 8 we will not be liable for any loss of or damage to the goods unless a claim is notified to us in writing as soon as such loss or damage is discovered (or with reasonable diligence ought to have been discovered) and in any event no later than the date on which the goods are removed from storage.

#### 10. Our Right to Hold the Goods (lien)

- 10.1 We shall have a right to withhold and/or ultimately dispose of some or all of the goods until you have paid all our charges and any other payments due under this or any other Agreement. (See also Clause 11). These include (but are not limited to) any charges that we have paid out on your behalf. While we hold the goods you will be liable to pay all charges and costs incurred by our withholding your goods and these terms and conditions shall continue to apply.
- 10.2 In the event that You do not pay any Fees or charges, the Goods are left in Your Unit at your sole risk. We exclude any liability in respect of the Goods when payment of Our Fees or charges is overdue and exclude any duty of care whatsoever arising

#### 11. Our right to Sell or dispose of the Goods

If payment of our charges relating to your goods is in arrears, and on giving you three months' notice, by recorded letter to the most recent held address overleaf, we are entitled to require you to remove your goods from our custody and pay all money due to us. If you fail to remove and pay all outstanding amounts due to us, we may sell or dispose of some or all of the goods and pass all ownership to them, without further notice. The cost of the sale or disposal will be charged to you. The net proceeds will be credited to your account and any eventual surplus will be paid to you without interest. If the full amount due is not received, we may seek to recover the balance together with interest from you.

#### 12. Disputes

If there is a dispute arising from this Agreement, which cannot be resolved, either party may refer it to the Conciliation Service provided by the British Association of Removers (BAR). If the dispute cannot be settled by this method, it may be referred by either party to the BAR Arbitration Service. Under this scheme, the case will be independently determined by an arbitrator appointed by the Chartered Institute of Arbitrators. Recourse to arbitration is subject to certain limits, current details of which are available upon request from BAR, Tel: 01923 699 480 Fax: 01923 699 481, Email: info@bar.co.uk. This does not prejudice your right to commence court proceedings.

#### 13. Your forwarding address

You must provide an address for correspondence and notify us if it changes. All correspondence and notices will be considered to have been received by you seven days after sending it to your last address recorded by us

#### 14. Variations and Termination

This Agreement shall not confer on You any right to exclusive possession of the Unit and this Agreement shall not create a tenancy or constitute us as bailees of Goods.

- 14.1 We may at any time by giving You seven days' written notice require You to remove the Goods from Your Unit to another Unit specified by us which shall not be smaller than the current Unit. We agree to pay Your reasonable costs of removal agreed in writing by us in advance of the removal.
- 14.2 If You do not arrange the removal of Goods to the alternative Unit by the date specified in our notice, we and our agents and contractors may enter Your Unit and do so. In such circumstances the removal will be at your risk and subject to the limitations of our liability as set out in Clause 8.
- 14.3 If the Goods are moved to an alternative Unit, this Agreement will be varied by the change of Unit number but shall otherwise continue without alteration.
- 14.4 This Agreement shall expire on the Termination Date shown in the Agreement or as described in Clause 14.5
- 14.5 Either You or we may terminate this Agreement:-
- 14.5.1 By giving not less than ten working days' notice ending on any Due Date and termination will take effect from that Due Date, which shall be the Termination Date; or any other terms specified in the licence agreement;
- 14.5.2 Immediately by giving written notice if a serious breach of any term of this Agreement has been committed including (but not limited to) failure by You to pay all Our Fees and other charges due to us under this Agreement.
- The Termination Date shall be the date the notice is effectively served on You in accordance with Clause 14.7
- 14.6 Immediately by the Termination Date, You must have removed all goods from the Unit and leave the Unit clean and tidy and in the same condition as at the Commencement Date. If You do not do so, You shall pay our costs of cleaning the Unit or disposing of any goods or waste remaining on the Site. We may treat goods remaining in the unit as abandoned and may dispose of them.
- 14.7 Any notice given under this Agreement must be in writing and may be served by personal delivery to the person notified or its address or by pre-paid post. Your address for service of notices shall be your address detailed in the Agreement or any other address which You have previously notified to us in writing. Any notice to us must be sent to our address set out in the Agreement. A notice will be served at the time of personal delivery or forty-eight hours after it has been placed in the post.
- 14.8 This agreement is not transferable.

#### 15. Applicable law

This contract is subject to the law of the country in which the office of the company issuing this contract is situated.

#### 16. Waiver

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy

#### 17. Severance

- 17.1 If any court or competent authority finds that any provision of this agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this agreement shall not be affected.
- 17.2 If any invalid, unenforceable or illegal provision of this agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable

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