**STORAGE AGREEMENT CONDITIONS**

1. The Storage Unit shall be used solely for the storage of goods other than those prohibited in terms of Clause 8 hereof and

 for no other purpose.

1. The Customer shall have access to the Storage Unit only during the Opening Hours. The Opening Hours are 8.30am to 5.00pm Monday to Friday.
2. The Storage Unit shall be kept locked and secure by the customer by means of a padlock to be supplied by the Customer.
3. The Customer shall permit the Company to inspect the contents of the Storage Unit from time to time on receiving a written request in this respect, to enable the Company to confirm that no goods prohibited in terms of Clause 8 hereof are stored therein.
4. The Company shall be entitled to terminate this Agreement as follows:-
5. With immediate effect by written notice to the Customer, in the event of the Customer falling seven days or more

in arrears with payment of the Rental Charge.

1. With immediate effect by written notice to the Customer in the event of persistent late payment of the Rental Charge, the Company being the sole judge of what constitutes persistent late payment.
2. By written notice to the Customer specifying a breach of any other condition or conditions of this Agreement, such termination to take effect seven days after service of the said notice, provided the customer has failed to remedy the said breach during the said seven day period.
3. By one month’s written notice to the Customer.

In the event of termination by the Company in terms of Clauses 5(a) and/or 5(b) hereof the Company may recover any sums due by the Customer by sale or other disposal of the Customer’s goods stored in the Storage Unit and shall be entitled to take access to the Storage Unit for this purpose.

1. The Company shall provide insurance to the maximum value of £2,000 per storage unit with a maximum of £1000 per any one item. The Customer shall complete the Declared Value on the Storage Agreement. The Customer may purchase additional insurance to cover the excess between £2,000 and the Declared Value. If the Customer does not purchase additional insurance any claim is limited to a maximum of £2,000 per Unit. The insurance covers **household goods only** and no insurance cover in respect of goods detailed in **Clause 8** below exists. The perils insured are fire, flood, and theft. The Customer shall indemnify the Company against all liability to third parties arising from the said storage or as a consequence of any breach by the Customer of any obligation under this Agreement.
2. The Customer shall complete the Direct Debit Mandate form before putting any goods into the storage unit. The first four weeks rental charge is due for payment upon entry to the unit. **Thereafter the rental charge will be collected every four weeks using the Direct Debit system.**
3. The Customer shall not be permitted to store in the Storage Unit **money, jewellery, works of art, livestock, perishables of** **any kind, dangerous, inflammable, volatile, toxic or noxious goods, cars, motorcycles, vehicle tyres or any goods the** **possession of which might constitute a criminal offence or any other goods which in the opinion of the Company, whose decision on this shall be final, would be inappropriate for such storage**.
4. On termination of this agreement the Customer, shall, subject to the terms of Clause 5 hereof, retrieve the goods from the Storage Unit forthwith and shall leave the Storage Unit in a clean and tidy condition. The Customer shall be responsible for repairing any damage caused by the Customer’s occupation of the Storage Unit, in a manner satisfactory to the Company and in the event of this obligation not being fulfilled, the Company shall be entitled to carry out the necessary repairs themselves and recover the cost thereof by sale of the Customer’s goods or by any other legal procedure available to the Company against the Customer or the Customer’s property. In the event of the Customer failing to remove the stored goods on termination of this Agreement, the Company shall be entitled to act as agent of the Customer in a sale or disposal of the said goods, under obligation to account for the sale or disposal proceeds to the Customer, under deduction of the costs of the sale and any other sums due to the Company in terms of this Agreement. The Customer shall indemnify the Company against any liability incurred by the Company to any third party, whose property shall have been sold by the Company in the bona fide mistaken belief (which shall be presumed unless the contrary be proved) that such property belonged to the customer.
5. The customer is prohibited from making any alterations or additions to the Storage Unit without the Company’s prior written consent and the Company shall not be obliged to state any reason for the refusal of such consent.
6. The Customer’s rights under this agreement shall not be assigned without the Company’s prior written consent.
7. The Customer shall ensure that neither they nor any other party authorised by them to enter the Storage Centre cause or create a nuisance to the Company or any of their other Customers. For reasons of safety, smoking in any part of the Storage Centre is strictly prohibited.
8. The Customer will observe the requirements and regulations affecting the Storage Centre as stated on the Notice posted in the Storage Centre from time to time.
9. Where two or more persons are included in the expression “The Customer” the obligations undertaken by them in terms of this Agreement are deemed to be undertaken by such persons jointly and severally.
10. Any notice under this Agreement shall be in writing and shall be sufficiently served on the Customer if sent by recorded delivery post to their address as stated in this Agreement and shall be sufficiently served on the Company if sent by recorded delivery post to their Registered Office. Any notice sent by recorded delivery post shall be deemed to have been duly served on the expiry of two days after the date of posting.
11. This agreement shall be governed and construed in accordance with the Law of Scotland. The Company and the Customer insofar as not already subject thereto, hereby prorogate the non-exclusive jurisdiction of the Scottish Courts.