

Terms And Conditions For A Self Storage Company

- 8.6 We are not liable on a “new for old” basis for any lost or damaged goods.
- 8.7 We shall not be liable to the extent that loss or damage is caused or contributed to by moving goods under your express instructions, against our advice, and in a manner which is likely to cause damage.
- 8.8 You must notify us as soon as reasonably possible of any damage to your property

9. Excluded Risks

- 9.1 We are not liable for the following:
- 9.1.1 Loss or damage to cars or other motor vehicles (except motor cycles and mopeds or the like) and/or, boats and/or caravans
- 9.1.2 Electrical and mechanical derangement unless shown to be as a result of physical external damage to the item concerned or as a result of fire, lightning, aircraft, explosion, earthquake, riot, strike, civil commotion, malicious damage, storm, flood, burst pipes, escape of water or impact by vehicles
- 9.1.3 Loss or damage which occurs prior to the storage commencing.
- 9.1.4 Loss or damage to jewellery, watches, trinkets, precious stones, precious metals, coins, money, deeds, bonds, securities and stamps or collections of similar kind.
- 9.1.5 Loss or damage caused by wear and tear, gradual deterioration, warping or shrinkage, moth and/or vermin unless it can reasonably be demonstrated that such loss or damage arose as a result of our actions or failings of those of our subcontractors, agents or servants.
- 9.1.6 Any consequential loss.
- 9.1.7 Loss or damage to refrigerated or frozen food and/or drink, plants, house plants, brittle objects, items with inherent defects or inherent vice howsoever caused and/or goods likely to encourage vermin or other pests or to cause infection.
- 9.1.8 Prohibited or stolen goods, drugs, potentially dangerous, damaging or explosive items including gas bottles, aerosols, paints, firearms and ammunition.
- 9.1.9 Animals and their cages or tanks including pets, birds or fish.
- 9.1.10 Mysterious disappearance of goods in store unless evidence can be provided to prove beyond all reasonable doubt that the loss is solely attributable to the dishonesty or connivance of our employees
- 9.2 None of our employees will incur any separate liability to you.
- 9.3 If the value of your goods in store are, at the time of loss or damage, collectively of greater value than the value declared, then you will bear the equivalent proportion of the claim in the same ratio as the actual value exceeds the declared value.
- 9.4 Our liability is limited to the reasonable cost of repair and no claim will be considered in respect of any depreciation in value of any item as a result of such repair.
- 9.5 Where any item consists of items in a pair or set, we will not pay more than the value of any particular part or parts which may be lost or damaged, without reference to any special value which such part or parts may have as part of a pair or set, nor more than a proportionate part of the declared value of the pair or set.
- 9.6 Theft unless accompanied by forcible and violent entry or exit to the premises.
- 9.7 Accidental damage
- 9.8 Radioactive Contamination, chemical, biological or biological contamination or terrorism

10. Time Limit for Making Claims

You must notify us immediately of any loss or damage to your goods being noticed and you must then verify this in writing within 7 days of the original notification. If you fail to make a notification to us of such loss or damage we will not be liable.

Terms And Conditions For A Self Storage Company

11. **Withholding or Disposal of the Goods**

We 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 between us. These may include any charges which we have paid out on your behalf. While we hold the goods you will be liable to pay all storage charges and other costs incurred by us as a result of withholding your goods and these Terms and Conditions will continue to apply.

12. **Storage Charges**

We may change our storage charges and you will be given 30 days notice of any such change in advance in writing.

13. **Applicable Law**

These Terms and Conditions are subject to the Law of England and Wales.

14. **Whole Agreement**

These Terms and Conditions together with our quotation form the whole agreement between us and all other correspondence or oral discussions or representations are excluded.

15. **Termination**

We may terminate this contract within 30 days in writing. If you wish to terminate this agreement while your goods are in storage you must give at least 5 working days notice in writing. You remain liable for charges for storage up to the date of release of the goods to you.