CONDITIONS OF AGREEMENT
(A COPY IN A LARGER FONT SIZE IS AVAILABLE UPON REQUEST)

These are the terms and conditions on which We supply Our services to You, and explain the rights, obligations and responsibilities of all parties.

DEFINITIONS

For the purposes of this Agreement, the following definitions shall apply:

- "**Access Hours**" means between 08:30-17:30 Monday to Friday & 8:30-15:00 Saturday
- "**Agreement**" includes these Conditions of Agreement, the Self Storage Agreement and (where applicable) the StoreProtect Addendum;
- **"Facility"** means the building, warehouse, external storage containers or other land or premises owned, leased or operated by the Facility Operator.
- **"Property"** or "**Your Property"** or **"Goods"** means any and/or all goods stored by You in a storage Unit allocated to You at Our Facility;
- **"Replacement Value"** means the current cost of replacing Your Property as new, except for:
  - household linen and clothing, motorcars, motorbikes, boats, caravans, motorhomes and any other motorised vehicle, where the Replacement Value allows for the age, quality, degree of use, existing damage and consequent market value;
  - any Goods which cannot be purchased new (such as antiques or works of art, for example), where the Replacement Value shall be the current market value; and
  - documents, where the Replacement Value shall be calculated as the physical cost of replacing the documents and/or cost of reprinting, re-issue and/or reconstitution, but excluding the value of the information contained in the documents
- **"Maximum Replacement Value"** means the maximum sum total of the Replacement Value for all Property at any time throughout the period of storage.
- "**Loss**" or "**Damage**" means identifiable losses and direct physical destruction of or damage to Your Goods, caused by wilful acts, omissions and default, including theft by forcible entry or damage while the Goods are in the Unit.
- "**Storage Costs**" means the Storage Costs stated on the Self Storage Agreement and, if you opt for StoreProtect, the StoreProtect Charges.
- **"StoreProtect Charges"** means the additional charges set out in the Self Storage Agreement for StoreProtect;
- **"We"**, **"Us"**, **"Our"** means the Facility Operator, its employees, agents or representatives;
- **"You"** or **"Your"** means the customer named in this Agreement.

1. COMMENCEMENT:

1.1. This Agreement will come into existence between Us and You when We receive Your completed and signed Customer Declaration and receive payment of Our Storage Costs. The Storage Period will begin on the date agreed with You during the order process and set out on the Self Storage Agreement.

2. OUR SERVICES TO YOU:

2.1. So long as all fees are paid up to date: (a) We will make available to You a lockable, segregated area of Our Facility (**"Unit"**) for You to store Goods; (b) You are permitted to store Goods in the Unit allocated to You by Us from time to time and only in that Unit; (c) We will maintain the Facility in a secure and safe condition; and (d) We will make every reasonable effort to protect Your Property from Loss or Damage while the Goods remain in the Unit or Our care, custody and control, subject to **Condition 7** and all terms and conditions of this Agreement.

2.2. We do not grant any lease or tenancy of the Unit.

2.3 If You wish to take up any additional services We offer, such as delivery and collection, We will provide details separately. You will need to sign up to Our terms and conditions for such services which may be subject to additional charges.

3. COST:

3.1. You must pay the Deposit on signing this Agreement. The Deposit (or the balance of it after any appropriate deductions for unpaid Storage Costs, repairs, cleaning or other charges to put right any breach of this Agreement by You) will be refunded by cheque or electronic transfer within 21 days of termination of this Agreement.

3.2. You are responsible to pay: (a) the Storage Costs (being the amounts set out in the Self Storage Agreement or as most recently notified to You by Us) including the StoreProtect Charges if You have opted for StoreProtect. We will take the first payment on acceptance of Your order and will take subsequent payments in advance on the invoice date for each Storage Period or other date agreed with You (**"Due Date"**). It is Your responsibility to see that payment is made directly to Us on time and in full throughout the Storage Period. We do not normally bill for fees but will issue an electronic invoice following payment. Storage Costs will not be credited to Your account unless You identify the payment clearly and as directed by Us and We shall have no liability to and shall be indemnified by You if We take steps to enforce the Agreement (including the sale of Goods as set out under **Conditions 4.1 to 4.5**) due to Your failure to identify a payment. We will not accept that payment has been made until We have received cleared funds; (b) a Late Payment Fee each time a payment is late or cancelled; (c) any costs incurred by Us in collecting late or unpaid Storage Costs, or in enforcing this Agreement in any way, including but not limited to postal, telephone, Goods inventory, debt collection, personnel and/or default action costs and associated legal and professional fees; (d) any government taxes or charges (including any value added tax) levied on any supplies made under this Agreement; and (e) the Cleaning Fee or charges for repairs, to be invoiced at Our discretion as per **Condition 6.6**.

3.3. Where You have more than one agreement with Us, all will form one account and We may at Our sole discretion apply any payment made by You or on Your behalf on this Agreement against the oldest amount due from You to Us on any agreement in the account. If You make a part payment of any Storage Costs due to Us and We retain Your part payment, this will not affect Our ability to take any action against You or to exercise any rights We have under this Agreement in respect of the Storage Costs which remain outstanding from You. The time period from which We may take such action will still start from the Due Date when the original Storage Costs were due and the Due Date will not be extended as a result of Your part payment.

4. DEFAULT – RIGHT TO SELL OR DISPOSE OF GOODS:

4.1. We take the issue of prompt payment seriously and have a right of lien, which is a right to seize and sell or otherwise dispose of some or all of Your Goods as security for Your obligation to make payments under this Agreement. If any sum owing to Us and other fees related to it are not paid when due (**"Debt"**), You authorise Us without further notice to: (a) refuse You and Your Agents access to the Goods, the Unit and the Facility and overlock the Unit until the Debt has been paid in full; (b) enter the Unit and inspect and/or remove the Goods to another Unit or site and to charge You for all reasonable costs of doing so on any number of occasions; and (c) apply the Deposit against the Debt and, if insufficient to clear it in full, hold onto and/or ultimately sell or dispose of some or all of the Goods in accordance with **Conditions 4.3 to 4.5**. You acknowledge that (a) We shall be entitled to continue to charge for storage from the date the Debt becomes due until payment is made in full or the Goods are sold or disposed of; (b) We will sell the Goods as if We are the owner and will pass all rights of ownership in the Goods to the buyer; and (c) if You do not pay fees on the Due Date, the value of any discounts and special offers (including periods of free storage) which You have received will be payable by You in full.

4.2. On expiry or termination of this Agreement, if You fail to remove all Goods from the Unit, We are authorised to treat the Goods as abandoned and may sell or dispose of all Goods by any means in accordance with **Conditions 4.3 to 4.5**. You are liable for Storage Costs for the period from abandonment to the sale or disposal of the Goods together with any costs of disposal (**"Debt"**).

4.3. Before We sell or dispose of the Goods, We will give You notice in writing directing You to pay (if You are in default) or collect the Goods (if they are treated as abandoned). This notice will be sent by registered or recorded delivery to the postal address last notified by You to Us in writing and by email and/or Your social media. If no address within the United Kingdom has been provided, We will use any land or email address or social media details We hold for You and any Alternative Contact Person (**"ACP"** as stated on the Self Storage Agreement). If You fail to pay the Debt and/or collect the Goods (as appropriate) We will access the Unit and begin the process to sell or dispose of the Goods. You consent to and authorise the sale or disposal of all Goods without further notice regardless of their nature, content or value. We will sell the Goods for the best price reasonably available in the open market, taking into account the costs of sale. We may also require payment of default action costs, including any costs associated with accessing the Unit and disposal or sale of the Goods, which shall be added to the Debt.

4.4. Sale proceeds will be applied first against the cost of removal and sale of Goods and second to pay the Debt**.** If sale proceeds do not discharge all

of these costs and the Debt, You must pay Us the balance within 7 days of a written demand from Us. We may take action to recover the balance and any legal and administration costs incurred in doing so. If sale proceeds exceed the amount due from You, We will hold the balance for You but no interest will be payable on it.

4.5. If, in Our opinion and entirely at Our discretion, the Goods are either not saleable, fail to sell when offered for sale, or are not of sufficient value to warrant the expense of attempting to sell, You authorise Us to treat the Goods as abandoned and We may dispose of all Goods by any means at Your cost. We may dispose of the Goods at Our discretion in the event that (a) Goods are damaged due to fire, flood or other event that has rendered them, in Our opinion, severely damaged, of no commercial value, or dangerous to persons or property, or (b) Goods may contain personal data belonging to You or others. We do not need Your prior approval to take this action but will send Notice to You within 7 days of assessing damaged Goods.

4.6. Any Property left unattended in common areas or outside Your Unit at any time shall be treated as abandoned and may at Our discretion be moved, sold or disposed of immediately with no liability to Us.

5. ACCESS:

5.1. You have the right to access the Unit during Access Hours as posted by Us and subject to the terms of this Agreement. We will try to provide advance warning of changes to Access Hours by notice at the Facility and/or by SMS or email, but reserve the right to change Access Hours temporarily to other reasonable times without giving prior notice.

5.2. Only You or others authorised or accompanied by You (**"Your Agents"**) may access the Unit. You are responsible for and liable to Us and other users of the Facility for Your own actions and those of Your Agents. We may (but are not obliged to) require proof of identity from You or any other person at any time and, at Our sole discretion, may refuse access to any person.

5.3. We may refuse You access to the Unit and/or the Facility where moneys are owing by You to Us, whether or not a formal demand for payment has been made, or if We consider the safety or security of any person, Unit or Goods on or at the Facility has been threatened or may be put at risk.

5.4. You should not leave a key with or permit access to the Unit to any person other than Your Agent who is responsible to You and subject to Your control. If You do so, it is at Your own risk.

5.5. You authorise Us and Our agents and contractors to enter the Unit in the following circumstances and to break any lock if reasonably necessary to gain entry: (a) on not less than 7 days' notice to inspect or carry out repairs or alterations to the Unit or any other part of the Facility; (b) without prior notice (but with notice as soon as practicable after the event) in the event of: an emergency (including for repair or alteration) or to prevent injury to persons or damage to Our own property and to carry out Our duty to safeguard Goods belonging to You or other customers; (c) if We believe the Unit is being used to store prohibited Goods or Excluded Items or used for a prohibited purpose; (d) if We are obliged to do so by law, by the Police, Fire Services, Trading Standards, HM Revenue & Customs, other competent authority or by a Court Order; or (e) to relocate the Goods or exercise Our lien or power of sale or disposal in accordance with this Agreement.

6. GENERAL CONDITIONS:

6.1. You will be solely responsible for securing the Unit and ensuring it is locked so as to be secure from unauthorised entry at all times when You are not in the Unit. We are not responsible for securing any Unit left unlocked by You. You are not permitted to apply a padlock or other device to the Unit in Our overlocking position and We may have any such padlock or device forcefully cut off at Your expense.

6.2. Whilst We retain overall responsibility for securing the Facility, You will secure the external gates and/or doors of the Facility where required.

6.3. You must not store (or allow any other person to store) any of the following in the Unit (**"Excluded Items"**): (a) food or perishable Goods unless securely packed in hard plastic or glass containers so they are protected from and do not attract vermin; (b) any living creatures; (c) Lithium ion batteries exceeding a watt-hour (Wh) rating of 160 Wh UNLESS they are built-in and cannot be removed from otherwise permitted Goods (see **Conditions 6.3(e), 6.3(f) and 6.4**); (d) portable battery chargers, power banks or any similar portable power source; (e) More than five (5) E-Scooters, E-Bikes, E-Skateboards or any similar battery-powered vehicles in any one Unit unless the battery has been removed and is not being stored in the Unit; (f) More than ten (10) laptops, tablets, children's toys or other similar items containing built-in batteries in any one Unit UNLESS agreed by Us in writing; (g) combustible or flammable substances such as gas, paint, petrol, oil, cleaning solvents or compressed gases; (h) firearms, explosives, weapons or ammunition; (i) chemicals, radioactive materials, biological agents, toxic waste, asbestos or other potentially hazardous substances; (j) any Goods that emit fumes or odours; (k) any illegal Goods or substances or Goods illegally obtained such as, but not limited to, illicit (counterfeit/smuggled) tobacco or alcohol and unlicensed or unsafe Goods (such as toys, electrical Goods, medicines, aerosols, cosmetics, fireworks); (l) Goods which are environmentally harmful or that are a risk to the property of any person; (m) currency, deeds and securities; (n) Property where the value to You cannot be assessed on a financial basis; and (o) any Goods which are contaminated with food or any other substance which may deteriorate, rot, become mouldy or attract vermin. You will be liable under **Conditions 7.9 and 7.10** for any breach of this Condition 6.3.

6.4. When storing any Goods that contain built-in batteries including, but not limited to, laptops or tablets, children's toys, E-Scooters, E-Bikes, E-Skateboards or any similar battery-powered vehicles (see **Conditions 6.3(e)** and **6.3(f)**), You must ensure: (a) the Goods are free from visible physical defect or fault; and (b) such Goods are not stacked and are stored allowing air circulation. We recommend all batteries are stored with the lowest practical charge.

6.5. You will use the Unit solely for the purpose of storage and shall not (or allow any other person to): (a) use the Unit as offices or living accommodation or as a home, business or mailing address; (b) use or do anything at the Facility or in the Unit which may be a nuisance to Us or any other person (including the escape of any substance or odour from or generation of noise or vibration which may be heard or felt outside the Unit); (c) use battery or any other power to charge or power any electrical item unless it is free from visible defect or fault and You are present; (d) paint or make alterations to or attach anything to the internal or external surfaces of the Unit; (e) connect or provide any utilities or services to the Unit unless authorised by Us; (f) cause damage to the Unit or any part of the Facility (which includes by removal, haulage or delivery contractors); or (g) create any obstruction or leave Property or refuse in any common space within the Facility.

6.6. You must not damage the Unit and ensure it remains clean. In the event of uncleanliness or damage to the Unit or Facility, We will be entitled to retain the Deposit, charge a Cleaning Fee, and/or claim full reimbursement from You for the reasonable costs of repairs, replacement, restoration, proper compensation or disposal of refuse.

6.7. You must (and ensure that Your Agents) use reasonable care on site and have respect for the Facility and other Unit users, inform Us of any damage or defect immediately after it is discovered and comply with the reasonable directions of Our employees, agents and contractors and any other regulations or policies for the use, safety and security of the Facility as We shall issue periodically.

6.8. This Agreement does not confer on You any right to exclusive possession of the Unit and We reserve the right to relocate You to another Unit not smaller than the current Unit: (a) by giving 14 days' notice during which You can elect to terminate this Agreement under **Condition 11**; or (b) on shorter notice if an incident occurs that requires the Unit or section where it is located to be closed or sealed off. In these circumstances, We will pay Your reasonable costs of removal if approved in writing by Us before removal. If You do not arrange removal by the date specified in Our notice, then You authorise Us and Our agents to enter the Unit and move the Goods as Your Agent on Your behalf and at Your risk (except for damage caused wilfully or negligently which is subject to the limitations in **Condition 7**). Following removal this Agreement will be varied by substitution of the new Unit number but otherwise continues on the same terms at the storage rates in force for the original Unit at the time of the removal.

6.9. Unit suitability and inspection:

6.9.1. You must ensure the Unit is suitable for storage of the Goods You intend to store in it. We make no warranty or representation that any Unit is suitable for any particular Goods and We accept no liability in this regard.

6.9.2. It is strongly recommended that You inspect Your Property periodically during the Storage Period and at least every three months for Goods stored in external Units or containers. (Regular inspection may reduce the likelihood of Damage caused by atmospheric or climatic causes, such as mould, mildew or rust, for which We are not responsible - see **Condition 7.6.5**).

6.10. Unit sizes are approximate. If You have exact requirements, You must check with Us before signing this Agreement as, by signing, You agree to the actual size of the Unit and not any represented Unit size.

6.11. We may refuse storage of any Goods or require You to remove Goods if in Our opinion storage of such Goods creates a risk to the safety of any person or property.

6.12. You must give notice to Us in writing of the change of any contact details on this Agreement for You or the ACP within 48 hours of any change. You agree We are entitled to discuss any default by You with the ACP registered on the front of this Agreement.

6.13. You are deemed to have knowledge of the Goods in the Unit and warrant that You are the owner of the Goods in the Unit and/or entitled at law to deal with them in accordance with all aspects of this Agreement as agent for the owner. We do not have and will not be deemed to have knowledge of the Goods in the Unit.

7. RISK AND RESPONSIBILITY:

7.1. Our liability will commence from the time Your Property is placed by You (or Your Agents) into Your storage Unit(s) and the Unit is locked by You (see **Condition 6.1**) and ceases immediately upon removal of Your Property from Your storage Unit(s).

7.2. Restricted Liability

7.2.1. We shall only be liable for Loss or Damage) caused by Our negligence up to a maximum of £100 for any one event or series of connected events.

7.2.2. We do not insure the Goods and it is a condition under this **Condition 7.2** that the Goods remain adequately insured at all times for their Maximum Replacement Value while they are in storage. You warrant that such cover is in place, will not lapse and that the Maximum Replacement value of all Goods in the Unit from time to time will not exceed the insured value. We do not give any advice concerning insurance cover given by any policy and You must make Your own judgment as to adequacy of cover. Inspection of any insurance documents provided by You to demonstrate cover does not mean We have approved the cover or confirmed it is sufficient.

7.2.3. For the avoidance of doubt, We shall have no liability for Loss or Damage unless directly caused by Our negligence.

7.3. StoreProtect – Enhanced Liability Option

7.3.1. As an alternative to **Condition 7.2**, you may opt for StoreProtect. **"StoreProtect**" means an agreement between You and us where We accept an enhanced liability in return for payment of the StoreProtect Charges in accordance with the terms of the StoreProtect Addendum and this Agreement.

7.4. Nothing in this Agreement limits any liability which cannot legally be limited, including liability for physical injury to or the death of any person which is a direct result of negligence or wilful default on the part of Us, Our agents and/or employees.

7.5. The restrictions on liability in this **Condition 7** apply to every liability arising under or in connection with this Agreement including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

7.6. We shall not be considered to be in breach of this Agreement and exclude all liability to You in respect of any and all of the following (**"Excluded Liabilities"**):

7.6.1. Mysterious disappearance and/or unexplained shortage of Your Property except as a result of theft evidenced by forcible entry to Your Unit;

7.6.2. Loss or Damage which is discovered after Your Property is removed from Our Facility.

7.6.3. Loss suffered by You as a result of You not being able to access the Facility or the Unit, regardless of the cause;

7.6.4. Loss or damage to Your business, if any, including, but not limited to, indirect or consequential loss, lost profits, income or savings, wasted expenditure or business interruption;

7.6.5. Loss or Damage caused by (i) moth, insect and vermin unless from a source external to Your Unit; (ii) ordinary leakage, ordinary loss in weight or volume, evaporation or nature of the property stored; (iii) leakage of liquid from any receptacle or container unless from a source external to Your Unit; (iv) inherent vice and latent defect; (v) mould, mildew or rust, unless proven to be a result of water ingress from a source external to Your Unit; (vi) atmospheric or climatic causes, including, but not limited to, Loss or Damage to Property which is not suitable for storage; (vii) electrical, electronic or mechanical derangement to any electronic items or mechanical Goods, or any Loss of, or Damage to electronic items resulting from a configuration failure of the controlling software and/or microchip, except where this results directly from external physical damage caused by Our negligence;

7.6.6. Any value an item might have acquired simply because it is part of a pair or set, also excluding the value of an undamaged part of a pair or set;

7.6.7. Any value which is purely sentimental;

7.6.8. Reimbursing You for the Storage Costs UNLESS Loss or Damage prevents us from fulfilling Our services, in which case We shall reimburse You for a proportion of the Storage Costs to reflect the services not carried out as a direct result.

7.6.9. Loss or Damage caused by or as a consequence of non-compliance with relevant laws and regulations by You or Your Agents;

7.6.10. Loss or Damage caused by the act or omission of You or Your Agents including but not limited to any failure to secure the Unit after visiting, failure to pack or stack the Goods properly and securely, the manner of storing the Goods within the Unit, the conduct of You or Your Agents in the Unit or at the Facility, the loading or unloading of Goods into or from the Unit.

7.6.11. Loss or Damage to any Excluded Items.

7.6.12. Loss or Damage caused by or as a consequence of Your failure to comply with any condition in this Agreement, and in particular Your obligations contained in **Conditions 6 and 7**.

7.7. We shall not be considered to be in breach of this Agreement nor liable for any delay in performing or failure to perform any of its obligations under this Agreement or any resulting Loss or Damage to Goods if such delay, failure, Loss or Damage results from events, circumstances or causes beyond Our reasonable control. Such circumstances include (but are not limited to) any Act of God, riot, strike or lock-out, trade dispute or labour disturbance, threat of or actual terrorism or environmental or health emergency or hazard or recommended restrictions, or entry into any Unit including the Unit or the Facility by, or arrest or seizure or confiscation of Goods by, competent authorities. If this happens, We will not be responsible for failing to allow access to the Goods, Unit and/or the Facility for so long as the circumstances continue. We will try to minimise any effects arising from such circumstances.

7.8. It will be Your responsibility to compensate Us for the full amount of all claims, liabilities, demands, damages, costs and expenses (including any reasonably incurred legal and professional fees) incurred by Us or third parties (**"Liabilities"**) resulting from or incidental to (a) the use of the Unit (including but not limited to the ownership or storage of Goods and/or Excluded Items in the Unit, the Goods themselves and/or accessing the Facility) or (b) breach of this Agreement by You or any of Your Agents or (c) enforcement terms of this Agreement.

7.9. You agree to comply with this Agreement and all laws and regulations relevant to the use of the Unit. This includes laws relating to material which is stored and the manner in which it is stored. You will be responsible for all Liabilities resulting from such a breach.

7.10. If We have reason to believe that You are not complying with all relevant laws and regulations, We may take any action We consider necessary, including, but not limited to, action outlined in **Conditions 5.5** and **11.2**, contacting, cooperating with and/or submitting Goods to relevant authorities, and/or immediately disposing of or removing Goods at Your expense. You agree that We may take such action at any time even though We could have acted earlier.

8. PERSONAL INFORMATION

8.1. We collect information about You and any ACP on registration and whilst this Agreement continues, including personal data (**"Data"**). We process Data in accordance with the General Data Protection Regulation and all associated laws. Details on how We use Data and Your rights in relation to Data are set out in Our Privacy Notice which can be viewed on Our website at www.beehiveselfstorage.co.uk/privacy-policy/. You confirm any ACP has consented to You supplying Data to Us on these terms.

8.2. If You give consent, We will use Data for feedback purposes, including to provide information on products or services provided by Us in response to requests from You or if We believe they may be of interest. Your choice with regard to the relevant use of Data is indicated in the Self Storage Agreement and can be changed at any time by contacting Us.

8.3. We will pass Data to Our claims agent where it is necessary for them to handle a claim made by You on Our behalf.

9. COMMUNICATIONS AND NOTICE

9.1. We can send You notifications regarding day to day matters and minor changes to this Agreement by email and/or by SMS if You have agreed to receive notifications by SMS**.** These notifications will be effective one hour after sending or immediately if they relate to an urgent problem or emergency. We may also contact You via Your social media accounts.

9.2. Notices to be given by Us or You for more significant changes to the services and these terms or to enforce rights under this Agreement (such as ending the Agreement, changing prices, significant disruptions or enforcing Our right to sell or dispose of Goods) must be in writing and must either be delivered by hand, pre-paid post or email. Notices shall be considered to have been received at the time of delivery by hand, one day after sending by email or 48 hours after posting. Notices from Us to You will be sent to the addresses on the Self Storage Agreement or the most recent address in the United Kingdom and/or email address notified by You to Us and/or Your social media accounts. In the event of not being able to contact You at the last notified postal or email address, Notice will be considered as having been given to You if We serve that Notice on the ACP as identified on the front of this Agreement at the last notified postal or email address of the ACP. Any notice from You must be sent to Us by hand or by post to the address on the Self Storage Agreement or by email to dorset@beehiveselfstorage.co.uk. In the event that there is more than one storer named on the Agreement, Notice to or by any single storer is agreed to be sufficient for the purposes of any Notice requirement under this Agreement.

10. WHERE YOUR PROPERTY IS LOST OR DAMAGED

10.1. If You have Your own insurance in place to cover Loss or Damage to Your Property, You must recover Your losses from Your insurers in the first instance.

10.2. Notwithstanding **Condition 10.1**, if You discover Loss or Damage to Your Property:

10.2.1. When the Facility is attended by Our employees (**"Manned"**), You must notify Us in person as soon as reasonably practical upon discovery and before removal of any affected Goods from your Unit;

10.2.2. When the Facility is not attended by Our employees (**"Unmanned"**), at the time you discover Loss or Damage, to evidence that this occurred during the Storage Period in Your Unit, You must comply with the following conditions (**"Unmanned Notification Conditions"**):

10.2.2.1. You must contact Us via email to dorset@beehiveselfstorage.co.uk as soon as reasonably practical upon discovery of any Loss or Damage, including, but not limited to: (a) a written description of which Goods are affected and the nature of the Loss or Damage; and (b) photographs of any affected Goods before removal of from your Unit, or, if this is not practical, photographs clearly showing affected Goods in the vicinity of your Unit within Our Facility (**"Email Notification"**).

10.2.2.2. Your Email Notification must be provided before any affected Goods are removed from Our Facility. We shall not be liable for any Loss or Damage which is notified after your Property is removed from Our Facility unless Email Notification is provided.

10.2.2.3. If it is not possible for You to fully comply with the Email Notification requirements set out, You must notify Us in person, via telephone or in writing as soon as reasonably practical after You discover Loss or Damage.

10.3. In any event, You must provide as many details as is practical of any Loss or Damage to Us in writing or via email to dorset@beehiveselfstorage.co.uk **within seven (7) days of discovery.** In

exceptional circumstances, We may agree to extend this time limit where You request this in writing, provided such request is received within seven (7) days of discovery of any Loss or Damage.

10.4. The sooner that You notify Us of any Loss or Damage to Your Property, the sooner We can establish the cause and properly investigate. We will provide You with a claim form, and You must make every effort to return Your completed form within a reasonable time.

10.5. We will not be liable for any Loss or Damage to Your Property unless You notify Us in compliance with the requirements set out under Conditions 10.2 and 10.3.

10.6. Once You have notified us of Loss or Damage, if You do not receive a response from Us within a reasonable time, You may contact Our claims agent directly at RCS, Swan House, Swan Centre, Leatherhead, Surrey, KT22 8AH, United Kingdom Tel: +44 (0) 1372 385970 Email: info@removalclaims.co.uk.

10.7. You must make every reasonable effort to prevent further Damage to Your Property. If any Goods are wet or damp, You must move them away from any undamaged Property and away from the water source. You must inform Us if You believe You may require additional storage space to comply with this requirement.

10.8. For Your own safety, do not touch any Goods damaged by vermin of any kind or affected by mould.

10.9. You must retain and not dispose of any Damaged Property until We have had a reasonable opportunity to inspect (if necessary) any damage.

10.10. We may make such enquiries as necessary to investigate the Loss or Damage to Property and You agree to co-operate with Us in Our enquiries, and to provide any additional relevant information without delay where We request this.

10.11.If You opt for StoreProtect, You must also comply with the Additional Claim Requirements, as set out under the StoreProtect Addendum.

10.12. If You provide Us with misleading or incorrect information relating to a claim for Loss or Damage to Your Property, or make a claim that is fraudulent, false or exaggerated, We may: reject the claim, cancel or void the StoreProtect Addendum without refund of StoreProtect Charges, and recover from you any costs we have incurred in dealing with your claim, where applicable.

11. CANCELLING OR ENDING THE AGREEMENT:

11.1. If You signed up without coming into the Facility, then You have 14 days after We confirm acceptance of the order to change Your mind (**"Cooling-off Period"**). If You cancel during this period a refund will be provided based on the length of storage You have taken prior to cancelling and all Goods being removed from the Unit. We can use any payment made by You to settle some or all of this. You can cancel by email, post or telephone call to Us referring to Your name, address and date of order.

11.2. Unless otherwise agreed in writing by both parties, either We or You may end this Agreement at any time by giving the other party written Notice. The date on which the Agreement will end (the **"Termination Date"**) must be at least the number of days indicated on the Self Storage Agreement. In the event of illegal or environmentally harmful activities on Your part or a breach of this Agreement (which, if it can be put right, You have failed to put right within 14 days of notice from Us to do so), We may terminate the Agreement immediately by Notice. We are entitled to retain from the Deposit, or make a charge for, apportioned Storage Costs if less than the required Notice is given by You. You must remove all Goods in the Unit before the close of business on the Termination Date and leave the Unit in a clean condition and in a good state of repair to Our satisfaction. In the event that Goods and/or rubbish are left in the Unit after the Termination Date, **Conditions 4.2 and 6.6** will apply. You must pay any outstanding Storage Costs and any other fees or expenses owed to Us up to the Termination Date, or **Conditions 4.1 to 4.5** may apply. Any calculation of the outstanding fees will be made by Us. If We enter the Unit for any reason and there are no Goods stored in it, We may terminate the Agreement without giving advance Notice but will send Notice to You within 7 days.

11.3. You agree to examine the Goods carefully on removal from the Unit and must notify Us of any Loss or Damage to the Goods in accordance with **Condition 10**.

11.4. Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of Us or You that came into effect during the life of the Agreement. This includes the right to claim damage for breach of the Agreement, liability for outstanding monies, property damage, personal injury, environmental damage and legal responsibility under this Agreement.

12. OTHER IMPORTANT TERMS:

12.1. We may vary the Storage Costs or other terms of this Agreement and add new terms and conditions as long as such changes are notified to You in writing. The modified terms will take effect on the first Due Date occurring not less than 28 days after the date of Our notice. You may end this Agreement without charge before the change takes effect by giving notice in accordance with **Condition 9.2**. Otherwise, Your continued use of the Unit will be considered as Your acceptance of and agreement to the amended terms.

12.2. You acknowledge and agree that: (a) the terms of this document constitute the whole agreement with Us and, in entering this Agreement, You do not rely on any statement, promise, representation, assurance or warranty which is not set out in this Agreement; (b) any descriptions or illustrations on Our website are published for the sole purpose of giving an approximate idea of the services described in them but they will not form part of this Agreement or have any contractual force; (c) the terms of this Agreement apply to the exclusion of any other terms that You seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing; (d) You have raised all queries relevant to Your decision to enter this Agreement with Us and We have, prior to You entering into this Agreement, answered all such queries to Your satisfaction; (e) any special terms agreed between You and Us, been recorded in writing and incorporated into the terms of this Agreement; (f) if We decide not to exercise or enforce any right that We have against You at a particular time, then this does not prevent Us from deciding to exercise or enforce that right at a later date unless We tell You in writing that We have waived or given up Our ability to do so; (g) it is not intended that anyone other than You and Us will have any rights under this Agreement and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to it; (h) if any provision or part-provision of this Agreement is or becomes invalid, unlawful or unenforceable to any extent, it shall be treated as deleted, but that shall not affect the validity and enforceability of the rest of this Agreement; (i) You may not assign or transfer any of Your rights under this Agreement or part with possession of the Unit or Goods whilst they are in the Facility; (j) We may transfer Our rights under this Agreement to another organisation and will let You know if We plan to do this; and (k) where there are two or more joint Storers, each person takes on the obligations under this Agreement jointly and severally.

12.3 This Agreement shall be governed by English law and any dispute or claim that either party brings will be decided by the Courts of England and Wales. The parties must first try to settle any dispute in connection with this Agreement by mediation. Such mediation is to be conducted by a mediator who is independent of the parties and appointed by agreement of the parties. It is a condition precedent to the right of either party to commence arbitration or litigation other than for emergency interlocutory relief, that it has first offered to submit the dispute to mediation.