

STANDARD SELF STORAGE LICENCE AGREEMENT



FACILITY OWNER: Chryston Self Storage, 194 Cumbernauld Road, Chryston, G69 9NB

STORER DETAILS: Company Name (if applicable): No:.....

Mr/Mrs/Miss/Ms.....First Name:..... Surname:.....

Home/Business Address:..... Postcode:.....

Postal Address (if different):..... Postcode:.....

Phone Nos: Work:..... Mobile:..... Other:.....

Email:.....

Vehicle Details: Make:..... Model:..... Reg. No:..... Colour:.....

I consent to receiving correspondence from Chryston Self Storage by SMS to the mobile number above: YES / NO

I consent to receiving correspondence from Chryston Self Storage via Email to the Email address above: YES / NO

By consenting to receive all correspondence from Chryston Self Storage by Email you agree that no notices or correspondence will be sent by tradition mail. It is your obligation to advise any amendments or updates to your Email address when necessary.

Alternate Contact Person – for contacting regarding accounts and other matters if Storer not contactable – Not for access to unit.

Mr/Mrs/Miss/Ms:..... First Name:..... Surname:.....

Address:..... Postcode:.....

Phone Nos. Work:..... Mobile:..... Other:.....

Email:.....

Please advise us immediately if your address or contact numbers or those of your alternate contact person change.

STORAGE DETAILS

Unit:..... Storage Period: From:...../...../..... To:...../...../..... and then extended automatically until days notice is given by either party.

Note – Unit sizes are approximate and there may be small variations in your unit size from those described. If you have exact requirements, please ensure your size is correct before signing this contract. In signing this contract you agree to the actual size of the unit you use and not any represented unit size.

TERMS AND CONDITIONS OF AGREEMENT



STORAGE:

1. So long as all fees are paid up to date, the Storer is licensed to (a) store Goods in the Unit allocated to the Storer by Chryston Self Storage from time to time and only in that Unit; (b) is deemed to have knowledge of the Goods in the Unit; and (c) warrants that it is 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 or the Owner.
2. Chryston Self Storage: (a) does not have and will not be deemed to have knowledge of the Goods; (b) is not a bailee or a custodian nor a warehouseman of the Goods and the Storer acknowledges that Chryston Self Storage does not take possession of the Goods; and (c) does not grant any lease or tenancy of the Unit.

COST:

3. Storer must pay the Deposit on signing this Agreement. The deposit (or the balance of it after any appropriate deductions, for unpaid fees, repairs, cleaning or other charges to put right any breach of this Agreement by Storer) will be refunded by cheque or electronic transfer within 21 days of termination of this Agreement.
4. Storer is responsible to pay: (a) the Storage Fee (being the amount set out in the cover sheet or as most recently notified to Storer by Chryston Self Storage) in advance on the first day of each storage period (the due date) and it is Storer's responsibility to see that payment is made directly to Chryston Self Storage on time and in full throughout the period of the storage. Chryston Self Storage does not normally bill fees. Any storage fees paid by direct transfer will not be credited to Storer's account unless the Storer identifies the payment clearly and as directed by Chryston Self Storage and Chryston Self Storage shall have no liability to and shall be indemnified by Storer if Chryston Self Storage takes steps to enforce the Agreement (including the sale of goods) due to the Storer's failure to identify a payment. Chryston Self Storage will not accept that payment has been made until it has received cleared funds and, if any payment is later dishonoured, may charge the Cheque Return Fee; (b) the cleaning fee or charges for repairs, to be invoiced at Chryston Self Storage's discretion; (c) a Late Payment fee each time a payment is late; (d) any costs incurred by Chryston Self Storage in collecting late or unpaid Storage Fees, or in enforcing this Agreement in any way, including but not limited to postal, telephone, unit inventory, debt collection, personnel and/or default action costs and associated legal and professional fees; and (e) any government taxes or charges (including any value added tax) levied on any supplies made under this Agreement. Where Storer has more than one Agreement with Chryston Self Storage, all will apply to one account with Chryston Self Storage and Chryston Self Storage may in its sole discretion elect to apply any payment made by or on behalf of Storer on this Agreement against the oldest Debt due from Storer to Chryston Self Storage on any agreement in the account.

DEFAULT – RIGHT TO SELL OR DISPOSE OF GOODS:

5. Chryston Self Storage takes the issue of prompt payment very seriously and has a right of lien. Regardless of Condition 35, if any sum owing to Chryston Self Storage is not paid when due, Storer authorises Chryston Self Storage without further notice to: (a) refuse Storer and its agents access to the Goods, the Unit and the Facility and overlock the Unit until the amount due and other fees related to it have been paid in full; (b) enter the Unit and inspect and / or remove the Goods to another Unit or Site and to charge the Storer 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 Condition 7. Storer acknowledges that (a) Chryston Self Storage shall be entitled to continue to charge storage from the date the Debt becomes due until payment is made in full or the Goods are sold or disposed of; (b) Chryston Self Storage will sell the Goods as if Chryston Self Storage was the owner and will pass all rights of ownership in the Goods to the buyer; and (c) if Storer does not pay fees on the Due Date, the value of any discounts and special offers which Storer has received will be payable by Storer in full.
6. On expiry or termination of this Agreement, if Storer fails to remove all Goods from the Unit, Chryston Self Storage is authorised to treat the Goods as abandoned and may sell or dispose of all Goods by any means in accordance with Conditions 7 to 9. Storer is liable for Storage Fees during the period from abandonment to the sale or disposal of the Goods together with any costs of disposal (Debt).
7. If Chryston Self Storage sells or disposes of the Goods, it will give Storer notice in writing directing Storer to pay (if Storer is in default) or collect the Goods (if they are deemed abandoned). This notice will be sent by registered or recorded delivery to the address last notified by Storer to Chryston Self Storage in writing or by e-mail only if you have elected not to receive traditional mail. If no address within the UK has been provided, Chryston Self Storage will use any land or email address it holds for Storer and any ACP. If Storer fails to pay the Debt and/or collect the Goods (as appropriate) Chryston Self Storage will access your space and begin the process to sell or dispose of the Goods. Storer consents to and authorises the sale or disposal of all goods without further notice regardless of their nature or value. Chryston Self Storage will sell the goods for the best price reasonably available in the open market, taking into account the costs of sale. Chryston Self Storage may also require payment of default action costs, including any costs associated with accessing the Unit and disposal or sale of the Good, which shall be added to the Debt.
8. 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, Storer must pay Chryston Self Storage the balance within 7 days of a written demand from Chryston Self Storage. Chryston Self Storage 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 the Storer, Chryston Self Storage will hold the balance for Storer but no interest will accrue on it.
9. If, in the opinion of Chryston Self Storage and entirely at the discretion of Chryston Self Storage, a defaulting Storer's 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, Storer authorises Chryston Self Storage to treat the Goods as abandoned and Chryston Self Storage may dispose of all Goods by any means at Storer's cost. Chryston Self Storage may dispose of Storer's Goods in the event that Goods are damaged due to fire, flood or other event that has rendered them, in the opinion of Chryston Self Storage, severely damaged, of no commercial value, or dangerous to persons or property. Chryston Self Storage does not need the prior approval of Storer to take this action but will send Notice to Storer within 7 days of assessing the Goods.
10. Any items left unattended in common areas or outside the Storer's Unit at any time may at Chryston Self Storage's discretion be moved, sold or disposed of immediately with no liability to Chryston Self Storage.

TERMS AND CONDITIONS OF AGREEMENT

ACCESS:

11. Storer has the right to access the Unit during Access Hours as posted by Chryston Self Storage and subject to the Terms of this Agreement. Chryston Self Storage will try to provide advance warning of changes to Access Hours and/or on the Chryston Self Storage website by notice at the Facility but reserves the right to change Access Hours temporarily to other reasonable times without giving prior notice.
12. Only Storer or others authorised or accompanied by Storer (its Agents) may access the Unit. Storer is responsible for and liable to Chryston Self Storage and other users of the Facility for its own actions and those of its Agents. Chryston Self Storage may (but is not obliged to) require proof of identity from Storer or any other person at any time and, at Chryston Self Storage's sole discretion, may refuse access to any person who is unable to produce satisfactory proof.
13. Chryston Self Storage may refuse Storer access to the Unit and/or facility where moneys are owing by Storer to Chryston Self Storage, whether or not a formal demand for payment has been made, or if Chryston Self Storage considers the safety or security of any person, unit or goods on or at the Facility has been threatened or may be put at risk.
14. Storer should not leave a key with or permit access to the Unit to any other person other than its own Agent who is responsible to Storer and subject to its control. If Storer does so, it does so at its own risk.
15. Storer authorises Chryston Self Storage and its Agents and contractors to enter the Unit in the following circumstances and to break the 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 Chryston Self Storage repair or alteration) or to prevent injury or damage to persons or property; or if Chryston Self Storage believes the Unit is being used to store prohibited goods or for a prohibited purpose; or if Chryston Self Storage is obliged to do so by law, by the Police, FIRE Services, Trading Standards, HM Revenue & Customs, competent authority or by a Court Order; or to relocate the Goods or exercise Chryston Self Storage's lien or power of sale or disposal in accordance with this Agreement.

CONDITIONS:

16. Storer will be solely responsible for providing a secure padlock for the Unit and ensuring that it is locked so as to be secure from unauthorised entry at all times when the Storer is not in the Unit. Chryston Self Storage will not be responsible for locking and unlocking Unit. Storer is not permitted to apply a padlock to the Unit in Chryston Self Storage's overlocking position and Chryston Self Storage may have any such padlock forcefully cut off at Storer's expense. Where applicable, Storer will secure the external gates and/or doors of the Facility.
17. Storer must not store (or allow any other person to store) any of the following in the Unit: (a) Food or perishable goods unless securely packed so they are protected from and do not attract vermin; (b) any living creatures; (c) combustible or flammable substances such as gas, paint, petrol, oil, cleaning solvents or compressed gases; (d) firearms, explosives, weapons or ammunition; (e) chemicals, radioactive materials, biological agents, toxic waste, asbestos or other potentially hazardous substances; (f) any item that emits fumes, or odours; (g) any illegal item or substances or goods illegally obtained such as illicit (counterfeit/smuggled) tobacco or alcohol and unlicensed or unsafe goods (such as toys, electrical goods, medicines, aerosols, cosmetics, fireworks); (h) goods which are environmentally harmful or that are a risk to the property of any person; and (i) items which are irreplaceable, such as currency, jewellery, deeds, paintings, curios, works of art and items of personal sentimental value. Storer will be liable under Condition 28 for any breach of this Condition 17.
18. Storer 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 Chryston Self Storage, 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 or do anything at the Facility or in the Unit which may invalidate or increase premiums under any insurance policies of Chryston Self Storage or any other person; (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 Chryston Self Storage; or (f) cause damage to the Unit or any part of the Facility (which includes by removal, haulage or delivery contractors) or create any obstruction or leave items or refuse in a ny common space within the Facility.
19. Storer must maintain the Unit by ensuring it is clean and in a state of good repair. In the event of uncleanliness of or damage to the Unit or Facility, Chryston Self Storage will be entitled to retain the Deposit, charge a Cleaning Fee, ad/or claim full reimbursement from the Storer of the reasonable costs of repairs, replacement, restoration, proper compensation or disposal of refuse.
20. Storer (and ensure that its Agents) must use reasonable care on site and have respect for the Facility and other unit users, inform Chryston Self Storage of any damage or defect immediately it is discovered and comply with the reasonable directions of Chryston Self Storage's employees, agents and contractors and any other regulations for the use, safety and security of the Facility as Chryston Self Storage shall issue periodically.
21. This Agreement does not confer on Storer any right to exclusive possession of the Unit and Chryston Self Storage reserves the right to relocate Storer to another Unit not smaller than the current Unit (a) by giving 14 days' notice during which the Storer can elect to terminate their Agreement under Condition 35 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, Chryston Self Storage will pay Storer's reasonable costs of removal if approved in writing by Chryston Self Storage in advance of removal. If Storer does not arrange removal by the date specified In Chryston Self Storage's notice, then Storer authorises Chryston Self Storage and its agents to enter Unit acting as Storer's agents and at Storer's risk (except Chryston Self Storage damage caused wilfully or negligently which is subject to the limitations in Condition 26) remove the goods. Following removal this Agreement will be varied by substitution of the new Unit number but otherwise continues in full force for the original Unit at the time of the removal.
22. Storer must ensure that Unit is suitable for the storage of the Goods intended to be stored in it and is advised to inspect the Unit before storing Goods and periodically during the storage period. Chryston Self Storage makes no warranty or representation that any unit is suitable for any particular goods and accepts no liability in this regard.
23. Chryston Self Storage may refuse to permit Storer to store any Goods or require Storer to collect any Goods if, in its opinion, storage of such goods creates a risk to the safety of any person or property.

TERMS AND CONDITIONS OF AGREEMENT

24. Storer must give Notice to Chryston Self Storage in writing of a change of address, phone numbers or e-mail address of the Storer or the Alternate Contact Person ("ACP") within 48 hours of any change. Storer agrees Chryston Self Storage is entitled to discuss any default by the Storer with the ACP registered on the front of this Agreement.

RISK AND RESPONSIBILITY:

25. Chryston Self Storage will not be liable for any loss or damages suffered by Storer resulting from an inability to access the Facility of the Unit, regardless of the cause.
26. The Goods are stored at the sole risk and responsibility of Storer who shall be responsible for and bear the risk of any and all theft, damage to, and deterioration of the Goods caused by any reason other than caused by our negligence or breach of contract'. Chryston Self Storage excludes all liability in respect of loss or damage to (a) Storer's business, if any, including consequential loss, lost profits or business interruption; and (b) Goods above the sum of £100, which Chryston Self Storage considers to be the normal excess on a standard household policy whether or not that policy would cover the goods. Chryston Self Storage does not exclude liability for physical injury to or the death of any person and which is a direct result of negligence or wilful default on the part of Chryston Self Storage, its agents and/or employees.
27. Chryston Self Storage does not insure the Goods and it is a condition of this Agreement that the Goods remain insured at all times while they are in storage against all Normal Perils for their replacement Value (as set out on the cover sheet). Storer warrants that such cover is in place, that it will not allow or cause such cover to lapse and that the aggregate value of Goods in the Unit from time to time will not exceed the Replacement Value. Chryston Self Storage does not give any advice concerning insurance cover given by any policy and Storer must make its own judgement as to adequacy of cover. Inspection of any insurance documents provided by Storer to demonstrate cover does not mean Chryston Self Storage has approved the cover or confirmed it is sufficient.
28. Storer will be liable for and compensate Chryston Self Storage for the full amount of all claims, liabilities, demands, damages, costs and expenses (including any reasonably incurred legal and professional fees) incurred by Chryston Self Storage 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 in the Unit, the Goods themselves and/or accessing the Facility) or (b) breach of this Agreement by Storer or any of its Agents or (c) enforcement of any of the terms of this Agreement.
29. Storer acknowledges and agrees to comply with this Agreement and all relevant laws and regulations as are or may be applicable to the use of the Unit. This includes laws relating to the material which is stored and the manner in which it is stored. Liability for any and all breach of such laws rests absolutely with Storer, and includes any and all liabilities resulting from such a breach.
30. If Chryston Self Storage has reason to believe that Storer is not complying with all relevant laws Chryston Self storage may take any action it believes to be necessary, including but not limited to the action outlined in Conditions 15 and 35, contacting, cooperating with and/or submitting Goods to the relevant authorities, and/or immediately disposing of or removing the Goods at Storer's expense. Storer agrees that Chryston Self Storage may take such action at any time even though Chryston Self Storage could have acted earlier.
31. In respect of circumstances outside Chryston Self Storage's reasonable control, Chryston Self Storage shall have no liability under or be considered to be in breach of this Agreement for any delay or failure in performance of its obligations under this Agreement or any resulting loss or damage to Goods. Such circumstances include any act of God, riot, strike or lock-out, trade dispute or labour disturbance, accident, breakdown of plant or machinery, fire, flood, shortage of labour, materials or transport, electrical power failures, threat or actual terrorism or environmental or health emergency or hazard, 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, Chryston Self Storage will not be responsible for failing to allow access to the Goods, Unit and/or Facility for so long as the circumstances continue. Chryston Self Storage will try to minimise any effects arising from such circumstances.

PERSONAL INFORMATION:

32. Chryston Self Storage collects information about Storer on registration and whilst this Agreement continues, including personal data. Chryston Self Storage processes data in accordance with the Data Protection Act 1998 and uses it to process payments, communicate with Storer and generally maintain Storer's account. Chryston Self Storage may share data with, and collect data from, credit reference or fraud prevention agencies and trade associations of which Chryston Self Storage is a member. Chryston Self Storage will release data and other account details at any time if it considers in its sole discretion this is appropriate: (a) to comply with the law; (b) to enforce this Agreement; (c) for fraud protection and credit risk reduction; (d) for crime prevention or detection purposes; (e) to protect the safety of any person at the Facility, (f) if Chryston Self Storage considers the security of any Unit at the Facility or its contents may otherwise be put at risk. Also, if Chryston Self Storage sells or buys any business or assets, it may disclose Data and account details to the prospective seller or buyer of such business or assets or if substantially all of Chryston Self Storage's assets are acquired by a third party, Data and account details will be one of the transferred assets. Individuals have the right to request a copy of the information that Chryston Self Storage holds on them and requests should be emailed or sent to the addresses on the cover sheet. A small charge may be made for this service.
33. If Storer agrees, Chryston Self Storage will use Data for marketing and like purposes, including to provide Storer with information on products or services provided by Chryston Self Storage and/or its business partners in response to requests from Storer or if Chryston Self Storage believes they may be of interest. Storer's choice with regard to the relevant use of Data is indicated in the cover sheet.

NOTICE:

34. Notices to be given by Chryston Self Storage or Storer must be in writing and must either be delivered by hand or sent by pre-paid post. Chryston Self Storage may also give Notice to Storer by SMS or email if Storer has elected to receive correspondence this way. Notices shall be deemed received at the time of delivery by hand, one hour after sending by email or SMS or 48 hours after posting. Notices from Chryston Self Storage to Storer will be sent to the address on the cover sheet or the most recent address in Scotland notified to Chryston Self Storage. In the event of not being able to contact the Storer at the last notified address or other contact including SMS or email, Notice is deemed to have been given to the Storer if Chryston Self Storage serves that Notice on the ACP as identified on the front of this Agreement at the last notified address or other contact including SMS or email of the ACP. Any notice from Storer must be sent to Chryston Self Storage at the address on the cover sheet. In the event that there is more than one Storer, Notice to or by any single Storer is agreed to be sufficient for the purposes of any Notice requirement under this Agreement.

TERMS AND CONDITIONS OF AGREEMENT



TERMINATION:

35. Either party may terminate this Agreement by giving the other party Notice of the Termination Date in accordance with the period indicated on the cover sheet ending on any Due Date. In the event of illegal or environmentally harmful activities on the part of the Storer or a breach of this Agreement (which, if it can be put right, Storer has failed to put right within 14 days of notice from Chryston Self Storage to do so), Chryston Self Storage may terminate the Agreement immediately by Notice. Chryston Self Storage is entitled to retain from the Storer the Deposit, or make a charge for, apportioned Storage Fees if less than the requisite Notice is given by the Storer. Storer 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 the satisfaction of Chryston Self Storage. In the event that the Goods and/or refuse are left in the Unit after the termination date, Conditions 6 and 19 will apply. Storer must pay any outstanding Storage Fees and any expenses on default or any other moneys owed to Chryston Self Storage up to the Termination Date, or conditions 5 to 9 may apply. Any calculation of the outstanding Fees will be by Chryston Self Storage. If Chryston Self Storage enters the Unit for any reason and there are no Goods stored in it, Chryston Self Storage may terminate the Agreement without giving prior notice but will send notice to Storer within 7 days.
36. Storer agrees to examine the Goods carefully on removal from the Unit and must notify Chryston Self Storage of any loss or damage to the Goods as soon as is reasonably possible after doing so.
37. Liability for outstanding moneys, property damage, personal injury, environmental damage and legal responsibility under this Agreement continues to run beyond the termination of this Agreement.

GENERAL:

38. Chryston Self Storage may vary the Storage Fee or other terms of this Agreement and add new terms and conditions as long as such modifications are notified to Storer in writing including by email or SMS. The modified terms will take effect on the first Due Date occurring not less than 28 days after the date of Chryston Self Storage's notice. Storer may terminate without charge before the change takes effect by giving notice in accordance with Condition 35. Otherwise, Storer's continued use of the Unit will be considered as acceptance of and agreement to the amended terms.
39. Storer acknowledges and agrees that: (a) the terms of this document constitute the whole contract with Chryston Self Storage and, in entering this contract, Storer relies upon no representations, oral or otherwise, other than those contained in this Agreement; (b) it has raised all queries relevant to its decision to enter this Agreement, answered all such queries to the satisfaction of Storer; (c) any matters resulting from such queries have, to the extent required by Storer and agreed to Chryston Self Storage, been reduced to writing and incorporated into the terms of this Agreement; (d) if Chryston Self Storage decides not to exercise or enforce any right that it has against Storer at a particular time, then this does not prevent Chryston Self Storage from later deciding to exercise or enforce that right unless Chryston Self Storage tells Storer in writing that Chryston Self Storage has waived or given up its ability to do so; (e) it is not intended that anyone other than Storer and Chryston Self Storage will have any rights under this agreement and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to it; (f) if any Court or competent authority decides that any of the provisions in this Agreement are invalid, unlawful or unenforceable to any extent, the provision will, to that extent only, be severed from the remaining term, which will continue to be valid to the fullest extent permitted by law; (g) Storer may not assign or transfer any of its rights under this Agreement or part with possession of the Unit or Goods whilst they are in the Facility; and (h) where Storer consists of two or more persons each person takes on the obligations under this Agreement separately.
40. This Agreement shall be governed by Scottish Law and any dispute or claim that either party brings will be decided by the Courts of Scotland. The parties must endeavour 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 Chryston Self Storage emergency interlocutory relief that it has first offered to submit the dispute to mediation.

CHRYSTON SELF STORAGE.COM OPENING HOURS

Monday:	09:00 – 17:00
Tuesday:	09:00 – 17:00
Wednesday:	09:00 – 17:00
Thursday:	09:00 – 17:00
Friday:	09:00 – 17:00
Saturday:	09:00 – 13:00
Sunday:	CLOSED