

## Terms and Conditions of Supply of Storage and Specified Services

### 1 Interpretations and Definitions

In these conditions:

**"Charges"** means the cost of the Storage, Specified Services or any other services as set out in the quotation provided on or before the acceptance of these terms and conditions in relation to the Storage and the Specified Services attached at Appendix A to this Contract;

**"Claim"** means any claim for breach of the Company's obligations under this Contract or otherwise in pursuance of performance of this Contract;

**"Client"** means the person, firm or company who purchases the use of the Storage services or the Specified Services from the Company;

**"Company"** means Storage Express Limited a company registered in Scotland (company number SC282865) with registered office at Unit 2 Langlands Mill, Newtown St Boswells, Melrose, Roxburghshire TD6 0SF;

**"Contract"** means any contract between the Company and the Client for the sale and purchase of the use of the Storage services or Specified Services, incorporating these conditions;

**"Dangerous"** means any goods specified in the current Goods Approved List issued by the Health and Safety Commission; any contraband; dangerous weapon; drug; poison; damaging, hazardous, toxic, unstable or explosive article or substance; any other illegal substance; or any article or substance likely to encourage vermin or other pests or likely to cause infection or disease or anything which, although not included above, is (in the sole opinion of the Company) of a similar kind or nature

**"Items"** means any items listed in the Company's central client database and/or held at the Storage Facilities;

**"Recall"** means a request from the Client received, timed and acknowledged by the Company to recall all or part of the Items in Storage (including delivery of the Items by the Company to the Client or collection of the Items from the Client) within 3 hours or 24 hours as set out in Clause 4.2;

**"Specified Services"** means those services in addition to Storage (including the 24 Hour Recall and 3 Hour Recall services) agreed to in the quotation in Appendix A attached to this Contract;

**"Storage"** means the storage and holding of Items including unloading and loading and packing of Items and such other ancillary services and the words "store" and "stored" shall be construed according;

**"Storage Facilities"** means the place Items are held in Storage.

### 2 Application of Terms

All Contracts will incorporate these conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Client purports to apply under any other document). No terms or conditions endorsed upon, delivered with or contained in the Client's confirmation of order or other document will form part of the Contract.

These conditions apply to all the Company's supplies and any variation to these conditions and any representations about the Specified Services shall have no effect unless expressly agreed in writing and signed by a director of the Company.

No order placed by the Client shall be deemed to be accepted by the Company until the Company accepts the Items from the Client for Storage or Specified Services.

The Client must ensure that the terms of its order and any applicable specifications are complete and accurate.

Any quotation is given on the basis that no contract will come into existence until the Company accepts the Items from the Client for Storage or the Specified Services. Unless previously withdrawn by the Company any quotation is valid for a period of 30 days from its date.

The term of this Contract shall commence on the date the Company accepts the Client's Items for Storage or the Specified Services. Each contract will run for an initial term of 1 month (unless otherwise agreed in writing by the Company) and will continue thereafter until terminated in accordance with Clause 12.

### 3 Description

The description of the required Storage and the Specified Services shall be as set out in the Company's quotation in relation thereto.

### 4 Storage

4.1 Any Items in Storage shall be available to the Client to access at any time upon 24 hours notice having been given by the Client to the Company.

4.2 The Client shall be entitled to make a 24 Hour Recall request at the standard rate or a 3 Hour Recall request charged at the premium rate set out in the relevant quotation. Where the specified Items are to be delivered to or collected from the Clients such delivery (or collection) shall be to (or from) such address as may be agreed between the parties. The Charges shall continue to be payable in full for the Items stored until the date of termination of the contract even if the Items are not returned to Storage.

1.1 4.3 The Company (and its agents) reserve the right to remove all or any Items in Storage for the purposes of inspection, cleaning and repairs to the Storage Facilities or in an emergency to establish whether entry is required in the interests of safety or to prevent damage or injury to persons or property or to remove prohibited items or if the Company is required to do so by any public service, authority or court order, or to comply with any other clause of this Contract.

### 5 Specified Services

The Company shall supply the Specified Services as agreed in the relevant quotation. It shall be the Client's responsibility to inform the Company as to whether there is any reason the Items are not suitable for, or may be harmed by the Specified Services being carried out by the Company. Any loss or damage to the Items arising out of the Specified Services being carried out shall be at the Client's own risk.

### 6 Client's Undertakings

6.1 The Client undertakes and warrants to the Company that the Client is either the owner of the Items or is authorised by such owner to accept this Contract on such owner's behalf.

6.2 The Client also warrants that nothing concerning the Items for the Specified Services or the Items in Storage or kept with the Items in Storage are Dangerous or of a dangerous nature.

6.3 The Client will indemnify the Company against all loss, damages, costs, expenses (including professional fees), claims, demands, actions or proceedings the Company suffers as a result of the Company's possession of the Client's Items or any breach of any Contract with the Client. The Client will pay an extra storage charge equal to the amount of any fine or penalty payable by the Company wholly or partly as a result of a breach by the Client of this Contract. If the Company believes that the Client is in breach of any Contract, it may demand the immediate removal of any Items held for the Client, or arrange that those Items are removed without notice, at the Client's expense.

### 7 Company's Liability for Items and Other Losses

7.1 Subject to Clause 7.9 the Company does not insure any Items stored on the standard service and the Client shall make arrangements to cover all Items against all risks to the full insurable value thereof (including all duties and taxes). Goods stored on our premium service are covered by the company's policy limited to the value declared on the collection note; customers must pay the first £250 of any claim.

7.2 Subject to conditions 7.1, 7.3 and 7.9 below, the Company excludes all liability whatsoever and howsoever arising in respect of the Items including (without limitation) all liability for loss, damage, duties and taxes, deterioration, delay, non-delivery, miss-delivery, unauthorised delivery or non-compliance with instructions.

7.3 Nothing in these conditions excludes or limits the liability of the Company:

7.3.1 for death or personal injury caused by the Company's negligence;  
7.3.2 under section 2(3) of the Consumer Protection Act 1987;

7.3.3 for any matter which it would be illegal for the Company to exclude or attempt to exclude its liability; or

7.3.4 for fraud or fraudulent misrepresentation.

7.4 All other warranties, conditions and terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Contract.

7.5 Subject to Clauses 7.3 above, the Company shall not be liable to the Client for any loss or profit or indirect or consequential loss of any kind nor shall the Company be liable for any sentimental or other unknown or unquantifiable value under any circumstances.

7.6 No legal proceedings may be brought against the Company unless such are issued and served within 3 months of the event giving rise to the Claim.

7.7 The Company shall not be liable hereunder for any loss or damage to the extent that the same is caused or contributed to by a breach of any of the Client's warranties and undertakings or in any circumstances in which clause 14 applies.

7.8 Where the Specified Services include the Company collecting the Items for Storage or such other Specified Services, subject to Clause 7.9 the Company shall be liable to the Client for any loss or damage to such Items occurring between collection and Storage, limited to the used value of such items, due to the fault or negligence of the Company subject always to a maximum aggregate liability of £15,000 and limited to a minimum value of £100.

7.9 Where the Items to be collected by the Company from the Client for Storage are in a sealed box such that the Company cannot verify the condition of the Items to note any defects, the Company shall not be liable for any loss or damage to any Items contained.

### 8 Revision of Charges

The Company's Charges in this Contract may be revised by the Company from time to time; any such revision shall not be effected until the expiry of 21 days from the date notice of the proposed revision is given to the Client.

### 9 Postponement or Cancellation

Should the 24 Hour Recall or 3 Hour Recall of Items be postponed or cancelled by the Client, the Company shall be entitled to recover from the Client all expenses incurred in respect of procedures reserved for such 24 Hour Recall or 3 Hour Recall.

### 10 Payment

10.1 Charges shall be incurred and payable for Storage, monthly in advance; for Specified Services, monthly in arrears; and within 10 days of the date on any invoice received. Time for payment shall be of the essence.

10.2 Charges shall be paid to the Company when due and the Client shall not be entitled to make any deductions or withhold or defer payment of any Charges on account of any dispute, claim, counter-claim or set-off.

10.3 Interest shall be charged on all overdue accounts calculated at the annual rate of 10% above the base lending rate from time to time of the Bank of England accruing on a daily basis until payment is made, whether before or after any judgment. The Company reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.

10.4 Late charges will be payable by the client to the company in respect of administration charges in the recovery of all overdue payments.

### 11 Lien

The Company shall have a general lien on the Items and all other property of the Client or owner within the Company's possession for any moneys howsoever due from the Client or such other owner to the Company. If any such moneys are not paid, or the Items are not removed from the custody or control of the Company pursuant to Clause 12, within a reasonable time, the Company may on giving no less than 28 days prior written notice and at the Company's absolute discretion if such payment has not been made and/or the Items have not been so removed, sell the Items or such other property, or part thereof, as agent for the owner and apply the proceeds towards moneys due and the expenses of the retention, insurance and sale of the Items and other property and shall, on accounting to the Client for any balance remaining, be discharged from all liability whatsoever in respect of the Items and other property. Furthermore, the Company shall have on the Items a particular lien, as well as a general lien, entitling it to retain the Items as security for payment of all sums due from the Client on any account (relating to the Items or otherwise). Storage Charges and interest shall continue to accrue on any items detained under the lien.

### 12 Termination

12.1 This Contract may be terminated by one (1) calendar months' notice by either party. On expiry of the notice period, and only once all outstanding sums have been paid in full in cleared funds, the Client shall be entitled to remove or have delivered the Items in the custody or control of the Company.

12.2 The Company may require the removal of the Items or any part thereof forthwith if in the Company's opinion the Storage service for the Items poses a risk to the health and safety of the Company's servants or any third party or risk to the Company's property or any third party property and/or would cause damage to any other goods or property.

12.3 The accrued rights of the parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination, shall not be affected by termination.

### 13 Force Majeure

The Company shall be relieved of its contractual obligations to the extent that their performance is prevented by, or their non-performance results wholly or partly, directly or indirectly, from, the act, neglect or default of the Client including any breach by the Client of this Contract (including any breach of any of the Client's warranties and undertakings contained in this Contract), or by storm, fire, flood, explosion, breakdown or failure of plant and/or machinery, riot, civil disturbance, industrial dispute, labour disturbance or cause beyond reasonable control of the Company.

### 14 Fraud

The Company shall not in any circumstances be liable in respect of items where there has been fraud on the part of the Client or the owner of the Items or the servants or agents of either in respect of those Items, unless the fraud has been contributed to by the complicity of the Company or of any servant of the Company acting in the course of his employment.

### 15 General

15.1 Each exclusion or limitation in this Contract exists separately and cumulatively.

15.2 Any notice or statement of account given by the Company to the Client shall be duly given if left at or sent by first class post to the last known address of the Client or by facsimile to the last notified number and such notice or account shall, if posted, be deemed to have been given two working days after posting and, if by facsimile, the next working day.

15.3 Clauses 6.3, 7, 10, 11 and 15 shall survive termination of this Contract.

### 16 Governing Law

All contracts between the Company and the Client shall be governed in all respects by the laws of Scotland and the Client hereby submits to the exclusive jurisdiction of the Scottish courts.