

Unit 52 Paragon way, Lune Industrial Estate, Lancaster, LA15FT

Tel: (+44) 074703 30983

Self Storage Terms & Conditions

Website: www.avstorageoflancaster.co.uk 1. The Owner licenses The Customer to use the unit for the storage of goods in accordance with these

- terms and conditions during the contract period and so long as the storage fees are paid in full. The Customer must pay the storage fee for the minimum period of storage (1 month) on signature of this contract and thereafter on each due date following. The Owner may change the fees at any time by providing The Customer with written notice and the new fees shall take effect on the first due date occurring not less than 1 month after the date of notice. If fees are not paid in full within the ten days following the due date The Customer will be liable for an administrative charge of £15.00 for late payment. If full payment is not received within one calendar month of the due date The Customer is liable for another £15.00 administrative charge. Any payments that are dishonoured are liable for an administrative charge of £15.00. If The Customer has not made payment one full month after the due date The Owner will refuse The Customer access to their goods held in storage. If 2 months of full consecutive fees are unpaid The Owner has a right to claim possession of the contents of the storage unit and sell and pass all ownership of the contents or otherwise dispose of the contents to pay firstly the costs incurred by The Owner and secondly in discharging the debt and holding any balance for The Customer (no interest will be accrued). The Customer must pay The Owner the full amount owing each month. Any outstanding monies will be treat as unpaid fees and liable to the same terms and conditions. The Customer is liable for any costs incurred in administering the debt collection and/or sale process of goods. If the proceeds of sale are insufficient to discharge all or any part of the debt The Customer is liable to pay the balance outstanding within seven days. Interest will be charged on the balance until it is paid in full. If the contents of the unit cannot be sold for any reason whatsoever The Owner is authorised to treat them as abandoned goods and to destroy or otherwise dispose of them at The Customers cost. The Owner reserves the right to continue to charge rental for the storage unit until the contents are sold or removed, the debt is paid in full, keys are returned and the unit is in a fit state for rental. The Owner reserves the right to use a debt collection agency and/ or to pass the debt to a third party and follow all legal processes to ensure the debt is discharged. Signature of this contract demonstrates that The Customer understands the financial rates, terms and conditions and that The Customer can adhere to the monetary terms and conditions without economic hardship. The Customer must inform The Owner of any changes in their circumstances that may impede their ability to conform to the terms and conditions. The Customers goods are at risk of sale to discharge the debt if there is non-payment of storage fees for two consecutive months.
- The amount payable each month is calculated by the weekly amount x 52 divided by 12 to be due on each successive day of the subsequent calendar month corresponding with the date of arrival. Any other frequency of payment other than per calendar month or annually is at The Owners discretion. This contract should be considered the initial invoice. Invoices will be issued upon request by The Customer.
- The Customer will keep The Owner informed in writing of any changes to billing details and contact details. If The Customer is between properties, moving house or likely to be changing their address they must provide an additional postal address where they may be contacted (e.g. work address, a parent or friend's details). All correspondence will be to the last given address. The Owner will consider correspondence as received when it is dispatched to the given address. Any Customer without an address must provide identification such as passport or driving licence, an email address and the address of a guarantor.
- 4. The Owner accepts no liability for any loss or damage to The Customer's containers contents, nor to The Customer or Customer's representative whilst on site. It is The Customer's responsibility to arrange insurance for the contents of their storage unit.
- 5. The Customer may access AV STORAGE OF LANCASTER LIMITED 24 hours a day 7 days a week for the purposes of depositing, removing, substituting or inspecting the goods in the storage unit. The Owner reserves the right to make changes to the access times without giving prior notice.
- 6. The Customer must not store firearms, weapons, ammunition, explosives, chemicals, radioactive materials, toxic waste, asbestos, wet or damp items or any other material of a potentially dangerous nature; plants, birds, fish, animals, or any other living creatures; food or perishable goods; any item likely to produce a noxious odour; gas bottles, combustible or any inflammable substances, including engines, anywhere within the container or on the site. All items stored must be the legal property of the customer. No illegal goods or stolen property or items for which VAT has not been paid may be stored in the container or on the site. The Owner has the final decision on what may be stored. Any item that The Owner will not allow to be stored must be removed immediately. If The Customer, after being informed to remove the item has not done so within 24 hours The Owner may remove or arrange removal of the said item(s) and dispose of them as appropriate. The Customer is then liable for the costs of this removal. Storing wet or damp items may cause damage to other goods stored and to the unit. The Customer is liable for any damage to the unit caused by goods stored therein up to the full value of the unit and for any secondary expenditure generated.
- 7. The Customer may not sublet either the unit nor any part of the unit, nor run a business from the unit. The Owner will treat any items left outside the unit as rubbish and will dispose of them. The Customer will be liable for any associated disposal costs. The Customer may not work from the unit nor use the unit as a workshop.
- 8. This contract may be terminated by either The Owner or The Customer at any time upon a minimum of 14 days written notice. All outstanding fees must be paid before the termination of this contract. The Customer must remove all goods before the termination date and leave the unit empty, clean and serviceable as on the start date. The Customer will be liable for any costs associated with cleaning, repairing or disposal of goods or rubbish left in or outside the unit. The Owner will treat any goods left in the unit after the termination date as abandoned and may dispose of them, sell and pass ownership of the goods to discharge costs associated with clearing the unit and outstanding fees. Where any payments are still outstanding, The Customer must pay the amount in full including any administrative charges and interest before The Owner will release the goods from the storage unit. This contract will be self-renewing month by month unless a final date is specified. If The Customer continues to use the storage unit after the final date the contract is considered renewed and will renew each month until either The Owner or The Customer terminate it as per the terms and conditions. Until The Customer has returned the keys and the unit is in a fit, clean and serviceable state the contract is ongoing and rental shall be charged.

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- 9. The Owner will issue The Customer with a key or keys for The Customers sole use. It is The Customers responsibility to keep their unit and doors correctly closed and locked and to ensure the security of their unit and the site. The Customer must keep the key(s) safe and not allow others access to the key(s). No copies may be made of the key(s). Loss of and replacement of keys will incur a £20 fee. At the end of the contract The Customer must return any keys or padlocks to The Owner or be liable for the cost of their replacement. Until the keys are returned The Customer is liable for storage fees. The Customer may not substitute or add additional locks or padlocks to their unit, or in any way modify the unit.
- 10. The Owner will remain neutral in any property disputes. Only The Customer as recorded on the contract will be allowed access to the storage unit to view or remove the unit's contents whilst bound to the terms of this contract.
- 11. The Owner may at any time by giving the Customer seven days written notice require the customer to move the contents of the unit to another unit of the same or larger size.
- 12. Signing this contract confirms that the container is in a good state of repair and is fit for purpose. Any damage to the container or the site caused directly or indirectly by The Customer may incur charges up to the full value of the container or item(s) damaged. The Customer must inform The Owner immediately of any damage or defect to the unit. The Owner will immediately inform the Police of any evidence of fly-tipping and/or discarding unwanted goods within or around the site.
- 13. The Owner has the right to access the storage unit a) if The Owner provides The Customer with not less than seven days' notice to inspect the unit or carry out repairs, maintenance and alterations to it or any other area of the storage site, b) if The Owner reasonably believes that the unit contains any items described in Condition 6, c) if The Owner reasonably considers that such access is necessary to ascertain whether action needs to be taken to prevent injury or damage to persons or property or d) in an emergency, or e) The Owner is required to do so by the Police, Customs, Fire Services, Local Authority or a Court Order or f) in accordance with The Owners powers pursuant to condition 1.
- 14. The Customer must follow all instructions given for their safety, especially signs indicating entrance and exit routes. Speed limits must be strictly adhered to. All doors and gates must be closed and secured, where applicable, by The Customer before they depart the site. The Customer is liable for any associated costs, caused directly or indirectly, by gates or doors left un-secured by The Customer. The Customer must report any safety or security issues immediately to The Owner. The Customer must stay within the storage areas on the site. The Customer may not enter any of the farm areas unsupervised by The Owner. The Customer is responsible for their own and any accompanying peoples' safety. It is advised that children and pets are kept under close supervision as The Owner accepts no responsibility for their safety.
- 15. The Owner and The Owners representatives have the right to be treat with respect at all times; without verbal intimidation or any form of violence or harassment. Any infringement of this will lead to the immediate termination of the contract, with all fees to be paid before The Customer may clear their goods.
- 16. The Owner may at any time unilaterally vary any of the terms in this contract provided that such variation is provided in writing to The Customer at their last given address

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- 4. The Owner accepts no liability for any loss or damage to The Customer's contents, nor to The Customer or Customer's representative whilst on site. It is The Customer's responsibility to arrange insurance for the contents of their storage.
- 5. The Customer must not store firearms, weapons, ammunition, explosives, chemicals, radioactive materials, toxic waste, asbestos, wet or damp items or any other material of a potentially dangerous nature; plants, birds, fish, animals, or any other living creatures; food or perishable goods; any item likely to produce a noxious odour; gas bottles, combustible or any inflammable substances, including engines, anywhere within the container or on the site. All items stored must be the legal property of the customer. No illegal goods or stolen property or items for which VAT has not been paid may be stored in the container or on the site. The Owner has the final decision on what may be stored. Any item that The Owner will not allow to be stored must be removed immediately. If The Customer, after being informed to remove the item has not done so within 24 hours The Owner may remove or arrange removal of the said item(s) and dispose of them as appropriate. The Customer is then liable for the costs of this removal. Storing wet or damp items may cause damage to other goods stored and to the unit. The Customer is liable for any damage to the unit caused by goods stored therein up to the full value of the unit and for any secondary expenditure generated.
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<ol> <li>Access is limited to one visit maximum per calendar month with at least 14 days notice by either phone call, text message or email only.</li> </ol>