

## FLEXISTORE LIMITED STORAGE TERMS AND CONDITIONS

1. In these Terms & Conditions Flexistore is called 'the Company' and any individual firm, Company or other person with whom the Company contracts is called 'the Customer'.
2. The word 'Centre' means the same as premises or Company premises. The words 'Contract' and 'Agreement' have the same meaning. The word 'Vault' means Storage Container. It also refers to a single Vault or multiple Vaults if the Customer rents more than one. All the terms of the Contract are set out in the Customer Contract and in these Terms and Conditions. All other conditions, warranties, guarantees, undertakings or representations whether express or implied by statute (insofar as such statutes permit) common law or otherwise arising from conduct or a previous source of dealing or trade, custom or usage or agreed or offered orally or in correspondence or otherwise are hereby excluded from this agreement. No variation of the Customer Contract is binding on the Company unless agreed in writing and signed by a Director of the Company.
3. The Company shall upon payment of the storage charge specified in the Customer Contract make available to the Customer a storage Vault or multiples thereof as specified in the Contract by way of license for the sole purpose of the storage of the Customer's goods. The Company may exclude the Customer from its premises and the Vault(s) if he is in breach of any of the provisions of the Contract or these Conditions for so long as the breach remains unremedied.
4. If the Customer requires the Company to deliver / collect the Vault(s) to an address supplied by the Customer then the following conditions apply:
  - (a) When the storage Vault is at a Customer's premises the Customer is responsible for the trailer(s), the Vault(s) and any contents. The Company will accept no liability for loss from the Vault or fines or charges or damage arising from the siting of the trailer.
  - (b) The price for the delivery / collection service as specified in the Company literature refers to predefined delivery areas. Additional charges may be levied for deliveries / collections out with these areas.
5. The Contract between the Company and the Customer shall commence from the 'tax point date' set out in the Customer Contract and by the payment by the Customer of the first charge and shall continue until terminated pursuant to these conditions.
6. The customer is required to inspect the Vault(s) prior to commencing storing and inform the company if he believes it to be damaged or unsuitable for his requirements in any way. Otherwise the Vault will be deemed to be in good condition at the commencement of the Contract.
7. The Customer may have access to his storage Vault at any time during the Centre's opening hours as notified. No access to the storage vaults will be permitted outside these hours. The Customer must provide a minimum of 24 hours notice of his intent to access his Vault. The Company may change the opening times at any time without giving any prior notice.
8. The Company may elect to move the storage containers at any time and the customer must ensure that the contents of the vault is arranged in such a way that damaged will not occur if the Vault is moved. The Company shall deem the production of the contract by the Customer or the oral quotation of Vault numbers or account numbers as satisfactory proof that that person is the Customer or an authorised representative of the Customer. Similarly if the Company is contacting the Customer telephonically or by facsimile or by electronic mail or by any other means the Vault number or account number will be accepted as satisfactory proof of identity.
9. The Company (and its agents or servants) reserve the right to enter the Vault without the Customers permission and to remove all or any of the goods stored in the Vault for the purpose of inspection, cleaning and repairs to the Vault or in an emergency or to establish whether such 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 in this agreement. The Company shall not be liable for any damage caused to the goods stored in the Vault as a result of such entry and/or removal except to the extent that this is due to the negligence of the Company.
10. The Customer warrants to and covenants with the Company that : i) he is the owner and/or entitled in law to the possession of the goods stored in the vault at any time or that ownership is vested in him for the purposes of entering into this agreement; ii) such goods are not of a dangerous nature, do not have any dangerous characteristics including gas bottles, aerosols, paints, firearms or ammunition, are not stolen goods or drugs and otherwise will not contaminate or otherwise damage or effect the company's premises or other goods stored therein or not emit any fumes or odors; iii) the goods shall be adequately packaged and not of a perishable nature or include any plant animal or other living creature. The company may refuse to permit storage of any goods regardless of reason.
11. In this clause the word Vault includes the Company's premises. The Customer shall not i) use the Vault to do or suffer to be done anything on the Company's premises which is or may become a nuisance to the Company's employees, agents or Customers. ii) do or suffer anything on the Company's premises which may render void or voidable or increase the rate of premium of any insurance carried by the Company or its occupiers or Employers liabilities. iii) sub license, transfer assign or in any way part with the benefit of this agreement which shall be reserved to the Customer. iv) use the Vault as offices or living accommodation or as a home or business address. v) spray paint or do mechanical work of any kind to the vault. vi)

attach anything to the walls, ceiling or floor of the vault or make any alteration to the Vault. vii) cause any damage to the Vault or the Centre or to the property or possessions of the Company or any other Customers. If in breach of this clause the customer must (at the option of the company) repair, restore or replace such damaged items, or reimburse the Company's costs in making necessary repairs, restoration or replacement. viii) cause any obstruction or undue hindrance in any passageway stairway, service area, access area or other part of the centre.

12. The Customer shall comply with all fire, safety and security precautions or instructions about the Company's premises or as directed by a member of the Company's staff. ii) make himself available to receive any deliveries or collections. iii) ensure that the Vault is secure at all times when not in use either by means of attaching security seals or by attaching a padlock. iv) at all times exercise courtesy to others when using any part of the Centre. v) inform the Company immediately of any damage to the Vault. vi) comply with the directions of the Company's employees or agents at the Centre and any further regulations for use of the vault which the Company may issue from time to time. vii) indemnify the company from any claims for loss or damage arising from the breach of this agreement.

13. The Storage charge for the first month of Storage shall be due and payable on the commencement of the Contract and the charge for each successive monthly period shall likewise become due and payable on that specific date. The company may and shall be entitled to take payment up to fourteen days before the due date. The company shall be entitled to increase the monthly charge under the agreement by giving notice in writing to the customer at least 30 days before such increases are to take effect. The company shall be entitled to an additional sum of £10 or 10 percent (whichever is the greater) for each two week period or part thereof after the storage charge has remained unpaid. Such additional charges shall be added to and treated for the purpose of this agreement as an outstanding charge. In the event that any cheque is dishonored the Company shall make the further charge of £47 on each occasion that the cheque is returned. In the event of any breach of this agreement which requires the company to take any remedial action the Company may make an appropriate charge to recover any costs or other charges involved.

14. The Storage charge for the first month of Storage, together with any other services or products shall be due and payable on the commencement of the Contract and the charge for each successive monthly storage period shall likewise become due and payable on that specific monthly date. Should the period of storage chosen include discounted storage or service charges based on storage length, and the storage period is reduced, the Company will charge back the discounts applied to the contract.

15. If the charge or additional charges remain unpaid on the due date the Company reserves the right to exclude the Customer from the centre and to deny him access to the centre whether or not the agreement has been terminated. If the company exercises its right under this clause it will not affect the Customer's right to pay any unpaid or future charges.

16. (a) If the charge for the Vault or any other Vault rented by the Customer remains unpaid for more than 2 weeks the company may give notice in writing to the customer of its intention to sell goods stored in any such Vault to meet unpaid charges and if the Customer does not pay the Company the required amount of unpaid charge and any other sums due and payable under this agreement the Company shall at its absolute discretion be entitled to dispose of such goods at public auction or otherwise by destroying the same.

(b) The Company may at any time and at its absolute discretion without giving any reason therefore give notice to the Customer requiring him to pay all arrears of charge if any and other sums due and payable under the agreement if any and / or remove the goods within 7 days of the giving of such notice. If this is not done the Company may remove the goods within 7 days of the giving of the notice to such storage facilities as it may decide at the expense and risk of the Customer and if within 21 days of giving such notice the goods have not been removed then the company may give notice of its intention to dispose of the goods by sale at public auction or otherwise by destroying the same.

(c) The proceeds of sale under paragraphs (a) or (b) of this clause shall be applied by the Company first to the unpaid charge or any other sums due or payable under the agreement and to any costs and/or charges and expenses incurred by the Company in or in connection with such sale and the Customer shall only be entitled to claim the balance (if any) remaining after.

(d) Any sale under paragraphs (a) or (b) of this clause shall be without prejudice to the Company's right to recover from the Customer any balance outstanding and due from the Customer after the proceeds of such sale have been applied in accordance with paragraph (c) of this clause.

(e) All goods stored will be subject to lien in respect of unpaid charges.

17. This Contract can be terminated by the Customer at any time either orally or in writing. If the Customer requires transportation and the Company is not able to do this on the preferred date for whatever reason then Storage charges will continue to be applied until the date that the vault or goods leave the centre. The customer may not terminate this Contract if any charges are outstanding or if he is otherwise in breach of any term of this contract.

18. On termination of this contract the customer must remove all goods from his storage vault and leave the container clean and tidy and in the same condition as at the commencement date. The company may charge the Customer if at its sole discretion it decides it is necessary to clean or repair the Vault or dispose of any goods or rubbish left in the Vault or at the Centre or in the trailer. The company may treat any goods left in the container as abandonment and may dispose of them in accordance with condition 16.

#### 19. Your responsibility

It will be your sole responsibility to

(a) declare to us in writing the value of the goods to be stored. If it is subsequently established that the value of the goods is greater than the actual value you declare, you agree that our responsibility under clause 20 will be reduced to reflect the proportion that your declared value bears to their actual value.

(b) Obtain at your own expense all permits, permissions and licenses necessary for the delivery / collection to be completed.

#### 20. Our responsibility

(a) It is our responsibility to deliver your goods to you, or produce them for your collection, undamaged. By 'undamaged' we mean in the same condition as they were in at the time when they were made ready for transportation and/or storage.

(b) If you do not provide us with a declaration of value of your goods, or if you do not require us to accept standard liability pursuant to clause 20(a) we will not be liable to you for failure to discharge the responsibilities identified in clause 19(a) unless that failure has been caused by negligence or breach of contract on our part.

#### 21. Determination of amount of liability for loss or damage

(a) Standard Liability (i) If you provide us with a declaration of the value of your goods the amount of our liability to you in the event of loss or damage to those goods will be subject to a maximum liability of £10000. We may agree to accept liability for a higher amount, in which case we may make an additional charge.

(ii) In the event of loss or damage to your goods our liability to you is to be assessed as a sum equivalent to the cost of their repair or replacement, taking into account the age and condition of the goods immediately prior to their loss or damage and subject to the maximum liability of £10000 (unless we have agreed a higher amount with you)

(iii) Where the lost or damaged item is part of a pair or set, our liability to you, where it is assessed as the cost of replacement of that item, is to be assessed as a sum equivalent to the cost of that item in isolation, not the cost of that item as a pair or set

(b) Limited Liability If you do not provide us with a declaration of value, or if you do not require us to accept Standard Liability pursuant to clause 19(a) then our liability to you in the event of damage to your goods caused by negligence or breach of contract on our part will be assessed as a sum equivalent to the cost of the repair or replacement, whichever is the lesser sum, taking into account their age and condition immediately prior to their loss or damage subject to a maximum total liability of £250 per vault or the item(s) value whichever is less.

#### 22. Exclusions of liability

(i) In respect of limited liability, we will not be liable for loss or damage to your goods as a result of fire or explosion howsoever that fire or explosion was caused, unless we have been negligent or in breach of contract.

(ii) In respect of standard liability and limited liability, other than as a result of our negligence or breach of contract we will not be liable for any loss of, damage to, or failure to produce the following goods – likely to encourage vermin or other pests or to cause Bonds, securities, stamps of all kinds, manuscripts or other documents or electronically held data records, mobile telephones, plants or goods infestation or contamination, perishable items or items requiring a controlled environment, furs exceeding £100 in value, jewelry, watches, precious metals, money coins, deeds or any animal, birds or fish.

(iii) In respect of both standard and limited liability other than as a result of our negligence or breach of contract we will not be liable for any loss of, damage to, or failure to produce the goods if caused by any of the following circumstances:

By war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, terrorism, rebellion and/or military coup, Act of God, industrial action or other such events outside our reasonable control. Loss or damage arising from ionizing radiations or radioactive contamination. Loss or damage arising from Chemical, Biological, Bio-chemical, Electromagnetic Weapons and Cyber Attack. Indirect or consequential loss of any kind. By normal wear and tear, natural or gradual deterioration, leakage or evaporation from perishable or unstable goods. Electrical or mechanical derangement to any appliance,

instrument, clock, computer or other equipment unless there is evidence of related external damage. This includes goods left within furniture or appliances. By vermin, moth, insects and similar infestation, damp, mould mildew or rust. By cleaning, repairing or restoring unless we arranged for the work to be carried out or by change in atmospheric or climatic conditions. In the event of damage that would have occurred irrespective of the quality of the packing then our liability is limited to £100 or its actual value whichever is less. Loss or theft of items other than following violent or forcible entry to or exit from the storage centre. Accidental damage unless we have been negligent or in breach of contract.

23. No employee of Flexistore shall be separately liable to you for any loss, damage, mis-delivery, errors or omissions under the terms of this Agreement.

24. Our liability shall cease upon handing over goods from our warehouse or on completion of delivery.

#### 25. Time Limit for Claims

For goods which we deliver, you must notify us immediately of and damage / shortage or loss and notify us in writing of any visible loss or damage within 7 days. For goods which you collect you must notify us immediately of any damage / shortage or loss and confirm this in writing within 7 days. No claims will be entertained after the 7 day period has elapsed.

26. We reserve the right to charge any delivery charges in full if delivery is cancelled less than 2 working days before the

delivery is scheduled to take place.

27. The company reserves the right to move your vault to any other location.
28. The company shall be entitled to send any notice, bill, statement or any other document whatsoever to the Customer at the address set out in the Contract, or if any change of address has been notified to the company, at the last address so notified and any notice, bill, statement or other document whatsoever shall be deemed to have been received by the customer 3 days after posting by second class pre-paid post or immediately if served personally.
29. Any delay by the Company in exercising any of its rights under this Contract will not impair nor be a waiver to those rights nor will any partial exercise of any right preclude a further exercise of that right.
30. Where the Customer is two or more persons their obligations under this contract shall be joint and several.
31. All goods stored in the Vault are subject to the general lien of the Company for all sums due and payable and becoming due under the agreement and for any other monies due to the Company from the Customer.
32. The Customer indemnifies the Company against any loss or damage arising through willful breach of any clause of this agreement.