

# Terms and Conditions

## Monthly contract between THE VAULT and Customer

Note that these terms and conditions are accepted during customer sign up. You must read these in detail. By signing up, making payment and moving your contents in to The Vault, you are accepting these terms and conditions.

Facility Owner details:

Facility Owner: CJ & JC Pine, also referred to as The Vault

The Vault office address: Meare Green Farm, Stoke St Gregory, Taunton, Somerset TA3 6HT

The Vault email address: james.pine@btinternet.com

Please advise us immediately if your contact details, including address, change.

## KEY POINTS

Contract type: This is a monthly recurring contract that can be cancelled at any time and runs continuously until cancelled.

Notice period: Notice can be provided at any time. No further charges are made after notice is provided and Customer will have access to their unit until 11pm on the one month anniversary of their last payment.

Customer owns or is authorised to store the Goods.

Storage fees must be paid in advance and on time.

If you fail to comply with the conditions of this agreement, The Vault have certain rights which include the right to cancel access to your unit, to seize and sell and/or dispose of your goods.

Customer must keep the unit secure.

Customer must not store hazardous, dangerous, illegal, stolen, perishable, environmentally harmful or explosive goods.

Customer must check the unit is suitable for storing the Goods.

The Vault's liability for loss of and damage to Goods is limited to £100.

Goods are stored at your sole risk. You must take out insurance cover.

The Vault may use and share your personal and other data in certain circumstances.

## CONDITIONS OF AGREEMENT

### STORAGE:

1. So long as all fees are paid up to date, Customer: (a) is licensed to store Goods in the Unit allocated to Customer by The Vault 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 for the owner.

2. The Vault: (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 Customer acknowledges that The Vault does not take

possession of the Goods; (c) does not grant any lease or tenancy of the Unit; and (d) provides unit sizes that are approximate and there may be small variations in your unit size and dimensions from those described. In signing this contract you agree to the actual size of the unit you use and not any represented unit size.

**COST:**

3. Customer is responsible to pay:

(a) the Storage Fee (being the amount set out on The Vault website at [thevaultselfstorage.co.uk](http://thevaultselfstorage.co.uk) at the time of booking, as otherwise agreed or as most recently notified to Customer by The Vault) payable in advance on the first day of each storage period (Due Date) and it is Customer's responsibility to see that payment is made directly to The Vault on time and in full throughout the period of storage. The Vault will not accept that payment has been made until it has received cleared funds;

(b) a Cleaning Fee, to be invoiced at The Vaults discretion in circumstances described in this Agreement;

(c) any costs incurred by The Vault in collecting late or unpaid Storage Fees, or in enforcing this Agreement in any way, including but not limited to postal, telephone, debt collection, personnel and/or default action costs and associated legal and professional fees; and

(d) any government taxes or charges (including any value added tax) levied on any supplies made under this Agreement. Where Customer has more than one agreement with The Vault, all will form one account with The Vault and The Vault may in its sole discretion elect to apply any payment made by or on behalf of Customer on this agreement against the oldest Debt due from Customer to The Vault on any agreement in the account.

**DEFAULT – RIGHT TO SELL OR DISPOSE OF GOODS:**

4. The Vault takes the issue of prompt payment very seriously and has a right of lien. Regardless of Condition 34, if any sum owing to The Vault is not paid when due, Customer authorises The Vault without further notice to:

(a) refuse Customer and its agents access to the Goods, the Unit and the Facility and lock the Unit until the amount due and all interest and other fees related to it (Debt) have been paid in full;

(b) enter the Unit and inspect and/or remove the Goods to another unit or site and to charge Customer for all reasonable costs of doing so on any number of occasions; and

(c) apply additional charges 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.

Customer acknowledges that (a) The Vault 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) The Vault will sell the Goods as if The Vault was the owner and will pass all rights of ownership in

the Goods to the buyer; and (c) if Customer does not pay fees on the Due Date, the value of any discounts and special offers (including periods of free storage) which Customer has received will be payable by Customer in full.

5. On expiry or termination of this Agreement, if Customer fails to remove all Goods from the Unit, The Vault is authorised to treat the Goods as abandoned and may sell or dispose of all Goods by any means in accordance with Conditions 6 to 8. Customer is liable for Storage Fees for the period from abandonment to the sale or disposal of the Goods (Debt).

6. Before The Vault sells or disposes of the Goods, it will give Customer notice in writing directing Customer to pay (if Customer 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 Customer to The Vault in writing and by email if you have elected not to receive traditional mail. If no address within the UK has been provided, The Vault will use any land or email address it holds for Customer. If Customer fails to pay the Debt and/or collect the Goods (as appropriate) within one month of this notice The Vault will access your space and begin the process to sell or dispose of the Goods. Customer consents to and authorises the sale or disposal of all Goods without further notice regardless of their nature or value. The Vault will sell the Goods for the best price reasonably available in the open market, taking into account the costs of sale. The Vault 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.

7. 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, Customer must pay The Vault the balance within 7 days of a written demand from The Vault. The Vault 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 Customer, The Vault will hold the balance for Customer but no interest will accrue on it.

8. If, in the opinion of The Vault and entirely at the discretion of The Vault, a defaulting Customer'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, Customer authorises The Vault to treat the Goods as abandoned and The Vault may dispose of all Goods by any means at Customer's cost. The vault may dispose of Customer's Goods in the event that Goods are damaged due to fire, flood or other event that has rendered them, in the opinion of The vault, severely damaged, of no commercial value, or dangerous to persons or property. The Vault does not need the prior approval of Customer to take this action but will send Notice to Customer within 7 days of assessing the goods

9. Any items left unattended in common areas or outside the Customer's Unit at any time may at The Vault's discretion be moved, sold or disposed of immediately with no liability to The Vault.

**ACCESS:**

10. Customer has the right to access the Unit during Access Hours as posted by The Vault and subject to the terms of this Agreement. The Vault will try to provide advance warning of changes to Access Hours by notice at the Facility but reserves the right to change Access Hours temporarily to other reasonable times without giving prior notice.

11. Only Customer or others authorised or accompanied by Customer (its Agents) may access the Unit. Customer is responsible for and liable to The Vault and other users of the Facility for its own actions and those of its Agents. The Vault may (but is not obliged to) require proof of identity from Customer or any other person at any time and, at The Vault's sole discretion, may refuse access to any person who is unable to produce satisfactory proof.

12. The Vault may refuse Customer access to the Unit and/or the Facility where monies are owing by Customer to The Vault, whether or not a formal demand for payment has been made, or if The Vault considers the safety or security of any person, unit or goods on or at the Facility will be put at risk.

13. Customer should not share access with or permit access to the Unit to any person other than its own Agent who is responsible to Customer and subject to its control. If Customer does so, it does so at its own risk.

14. Customer authorises The Vault and its 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 or damage to persons or property; or if The Vault believes the Unit is being used to store prohibited goods or for a prohibited purpose; or if The Vault 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 The Vault's lien or power of sale or disposal in accordance with this Agreement.

**CONDITIONS:**

15. The Vault will not be responsible for locking any unlocked Unit. Where applicable, Customer will secure the external gates and/or doors of the Facility.

16. Customer 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, furs, deeds, paintings, curios, works of art and items of personal sentimental value.

The Customer will be liable under Condition 27 for any breach of this Condition 16.

17. Customer 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 The Vault 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 The Vault 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 The Vault; 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 any common space within the Facility.

18. The Customer 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, The Vault will be entitled to charge a Cleaning Fee, and/or claim full reimbursement from the Customer of the reasonable costs of repairs, replacement, restoration, proper compensation or disposal of refuse or other items left behind anywhere in the facility, or that in any way affects the use of the facility by others. Such charges will be applied to the customer's payment method in the first instance and will incur a minimum £75 fee.



19. Customer must (and ensure that its Agents) use reasonable care on site and have respect for the Facility and other unit users, inform The Vault of any damage or defect immediately it is discovered and comply with the reasonable directions of The Vault's employees, agents and contractors and any other regulations for the use, safety and security of the Facility as The Vault shall issue periodically. Customers must not block any entrance, block any car parking spaces or leave items outside or inside the facility such as to block access in any way. Customers found doing so will incur a fee of at least £75 in the first instance and may have their contract terminated with immediate effect.

20. This Agreement does not confer on the Customer any right to exclusive possession of the Unit and The Vault reserves the right to relocate Customer to another Unit not smaller than the current Unit (a) by giving 14 day's notice during which the Customer can elect to terminate their agreement under Condition 3 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, The Vault will pay Customer's reasonable costs of removal if approved in writing by The Vault in advance of removal. If Customer does not arrange removal by the date specified in The Vault's notice, then Customer authorises The Vault and its agents to enter Unit acting as Customer's agents and at Customer's risk (except for damage caused wilfully or negligently which is subject to the limitations in Condition 25).

21. The Customer must ensure the 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. The Vault makes no warranty or representation that any unit is suitable for any particular goods and accepts no liability in this regard.

22. The Vault may refuse to permit Customer to store any Goods or require Customer to collect any Goods if in its opinion storage of such Goods creates a risk to the safety of any person or property.

23. Customer must give Notice to The Vault in writing of the change of address, phone numbers or email address of the Customer within 48 hours of any change.

**RISK AND RESPONSIBILITY:**

24. The Vault will not be liable for any loss or damages suffered by Customer resulting from an inability to access the Facility or the Unit, regardless of the cause.

25. The Goods are stored at the sole risk and responsibility of Customer 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 whatsoever. The Vault excludes all liability in respect of loss or damage to (a) Customer's business, if any, including consequential loss, lost profits or business interruption; and (b) Goods above the sum of £100, which The Vault

considers to be the normal excess on a standard household policy whether or not that policy would cover the Goods. The Vault 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 The Vault, its agents and/or employees.

26. The Vault 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. Customer 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. The Vault does not give any advice concerning insurance cover given by any policy and Customer must make its own judgment as to adequacy of cover even when facilitated by The Vault. Inspection of any insurance documents provided by Customer to demonstrate cover does not mean The Vault has approved the cover or confirmed it is sufficient.

27. Customer will be liable for and compensate The Vault for the full amount of all claims, liabilities, demands, damages, costs and expenses (including any reasonably incurred legal and professional fees) incurred by The Vault 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 Customer or any of its Agents or (c) enforcement of any of the terms of this Agreement.

28. Customer 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 Customer, and includes any and all Liabilities resulting from such a breach.

29. If The Vault has reason to believe that Customer is not complying with all relevant laws The Vault may take any action it believes to be necessary, including but not limited to the action outlined in Conditions 14 and 34, contacting, cooperating with and/or submitting Goods to the relevant authorities, and/or immediately disposing of or removing the Goods at Customer's expense. Customer agrees that The Vault may take such action at any time even though The Vault could have acted earlier.

30. In respect of circumstances outside The Vault's reasonable control, The Vault 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 or internet

failures, threat of 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, The Vault will not be responsible for failing to allow access to the goods, Unit and/or the Facility for so long as the circumstances continue. The Vault will try to minimise any effects arising from such circumstances.

**PERSONAL INFORMATION:**

31. The Vault collects information about the Customer on registration and whilst this Agreement continues, including personal data (Data). The Vault processes Data in accordance with the Data Protection Act 1998 and uses it to process payments, communicate with Customer and generally maintain Customer's account. The Vault may share Data with, and collect Data from, credit reference or fraud prevention agencies and trade associations of which The Vault is a member. If Customer applies for The Vault's insurance, The Vault will pass Data on to the insurer, who may enter such Data onto a register of claims shared with other insurers to prevent fraudulent claims. The Vault 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 The Vault considers the security of any unit at the Facility or its contents may otherwise be put at risk. Also, if The Vault 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 The Vault'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 The Vault 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.

32. If Customer agrees, The Vault will use Data for marketing and like purposes, including to provide Customer with information on products or services provided by The Vault and/or its business partners in response to requests from Customer or if The Vault believes they may be of interest.

**NOTICE:**

33. Notices to be given by The Vault or Customer must be in writing and must either be delivered by email, by hand, by phone, by sms, or sent by pre-paid post. 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. Any notice from Customer must be sent to The Vault at the email or postal address at the top of this page. In the event that there is more than one Customer, Notice to or by any single Customer is agreed to be sufficient for the purposes of any Notice requirement under this Agreement.

**TERMINATION:**



34. Either party may terminate this Agreement by giving the other party Notice of the Termination Date in accordance with period indicated at the top of this agreement. In the event of illegal or environmentally harmful activities on the part of the Customer or a breach of this Agreement (which, if it can be put right, Customer has failed to put right within 14 days of notice from The Vault to do so), The Vault may terminate the Agreement immediately without notice period. The Vault is entitled to make a charge for apportioned Storage Fees if less than the requisite Notice is given by Customer. Customer 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 The Vault. In the event that Goods and/or refuse are left in the Unit after the Termination Date, Conditions 5 and 18 will apply. Customer must pay any outstanding Storage Fees and any expenses on default or any other moneys owed to The Vault up to the Termination Date, or Conditions 4 to 8 may apply. Any calculation of the outstanding fees will be by The Vault. If The Vault enters the Unit for any reason and there are no Goods stored in it, The Vault may terminate the Agreement without giving prior Notice but will send Notice to Customer within 7 days.

35. Customer agrees to examine the Goods carefully on removal from the Unit and must notify The Vault of any loss or damage to the Goods as soon as is reasonably possible after doing so.

36. 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:**

37. The Vault 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 Customer in writing. The modified terms will take effect on the first Due Date occurring not less than 28 days after the date of The Vault's notice. Customer may terminate without charge before the change takes effect by giving notice in accordance with Condition 34. Otherwise, Customer's continued use of the Unit will be considered as acceptance of and agreement to the amended terms.

38. Customer acknowledges and agrees that:

(a) the terms of this document constitute the whole contract with The Vault and, in entering this contract, Customer 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 with The Vault and The Vault has, prior to the Customer entering into this Agreement, answered all such queries to the satisfaction of Customer;

(c) any matters resulting from such queries have, to the extent required by Customer and agreed to by The Vault, been reduced to writing and incorporated into the terms of this Agreement;

(d) if The Vault decides not to exercise or enforce any right that it has against Customer at a particular time, then this does not prevent The Vault from later deciding to exercise or enforce that right unless The Vault tells Customer in writing that The Vault has waived or given up its ability to do so;

(e) it is not intended that anyone other than Customer and The Vault 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 terms, which will continue to be valid to the fullest extent permitted by law;

(g) Customer 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 Customer consists of two or more persons each person takes on the obligations under this Agreement separately.

39. This Agreement shall be governed by the laws of Northern Ireland and any dispute or claim that either party brings will be decided by the Courts of Northern Ireland. 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 for emergency interlocutory relief, that it has first offered to submit the dispute to mediation.

**PLEASE READ THE ABOVE CONDITIONS CAREFULLY AS BY ACCEPTING THE TERMS AND CONDITIONS YOU WILL BE BOUND BY THEM.**

I/we consent to receiving correspondence from the facility owner by SMS to my mobile, email, post and by telephone.

I/we acknowledge that the above key points have been drawn to my/our attention and I/we have read and understood them.

I/we agree to be bound by the conditions of this Agreement.