AV Storage of Lancaster Warehouse Storage Terms and Conditions

- 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 a 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 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. 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.
- 2. 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.
- 3. 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 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.
- 6. 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.
- 7. 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) 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.
- 8. 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.
- 9. 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.
- 10. The Customer must report any loss or damage to your Remover/storage facility owner as soon as possible and no later than seven (7) days after taking delivery or the scheduled delivery.