

The Space Place Self Storage (Telford) Ltd
Unit D, Stafford Park 9
(off Stafford Park 1)
Telford



telephone: 01952 290 296
email: telford@SpacePlace.co.uk
www.SpacePlace.co.uk

Self Storage Licence Agreement

No: XXX

between **The Space Place Self Storage (Telford) Ltd** (the Company)
and **The Customer** (the Customer)
of

Phone: _____ email: _____

I consent to receiving all correspondence by email only.
By consenting to you agree that no Notices or correspondence will be sent by traditional mail.

Full name of any person other than the Customer who may be contacted regarding accounts
and other matters if the Customer is not available:

_____ on _____ or _____

STORAGE DETAILS

Room Number	Size	Storage Period from	to
<small>NB Room sizes are approximate and there may be small variations in your room size from that described. In signing this contract you agree to the actual size of your room and not any represented room size.</small>		and then extended automatically until 14 days notice is given by either party	

STORAGE COSTS

Storage Charge: £xxx.xx per 4 Weeks inc VAT
Deposit: £xxx.xx VAT is not charged on the Deposit
True Total Value of the goods: £xxx.xx **NB: If your goods are underinsured, in the event of a claim you will NOT receive the FULL sum insured.**
Insurance Premium: £xx.xx per 4 Weeks inc IPT
Bounced Payment Fee: £10 Late Payment Fee: Greater of £10 or 10% of Storage Charge

MAIN POINTS of the **LICENCE** (see following pages). I confirm that I understand these. Further, I confirm:

By initialing below, I/we acknowledge these main points have been drawn to my/our attention and I/we have read and understood

- * I own or am authorised to store the Goods
- * I will not store weapons, explosives, hazardous substances, perishable, illegal, stolen, explosive or flammable goods
- * I am liable to pay the storage charges, that I must pay them when due and that a late charge of the greater of £10 or 10% will be added to my account if an invoice is 14 days overdue
- * I must give 14 days notice to vacate, or be liable for additional charges
- * I know I am liable to pay any costs incurred by the Company to dispose of any Goods I leave or abandon at the Facility
- * I know it is the Company's policy to engage a solicitor or debt recovery agent to obtain payment of unpaid debt
- * I know if I fail to comply with this Agreement the Company has certain rights including forfeiture of my deposit, and the right to seize and sell and/or dispose of my Goods

I HAVE CAREFULLY READ THE CONDITIONS OVERLEAF AND UNDERSTAND THAT BY SIGNING THIS AGREEMENT I WILL BE BOUND BY THEM.

Customer's signature: _____
The Customer

CONDITIONS OF AGREEMENT

STORAGE:

1. So long as all fees are paid up to date, the Customer: (a) is licensed to store Goods in the Room allocated to the Customer by the Company from time to time and only in that Room; (b) is deemed to have knowledge of the Goods in the Room; and (c) warrants that it is the owner of the Goods in the Room and/or entitled at law to deal with them in accordance with all aspects of this Agreement as agent for the owner.
2. The Company: (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 the Customer acknowledges that the Company does not take possession of the Goods; and (c) does not grant any lease or tenancy of the Room.

COST:

3. The Customer must pay the Deposit on signing this Agreement. The Deposit (or the balance of it after any appropriate deductions for unpaid Fees, repairs, cleaning or other charges to put right any breach of this Agreement by the Customer) will be refunded by cheque within 21 days of termination of this Agreement.
4. The Customer is responsible to pay: (a) the Storage Fee (being the amount set out in the cover sheet or as most recently notified to the Customer by the Company) payable in advance on the first day of each storage period (**Due Date**) and it is the Customer's responsibility to see that payment is made directly to the Company on time and in full throughout the period of storage. The Company does not normally bill for fees. Any Storage Fees paid by direct transfer will not be credited to the Customer's account unless the Customer identifies the payment clearly and as directed by the Company and the Company shall have no liability to and shall be indemnified by the Customer if the Company takes steps to enforce the Agreement (including the sale of Goods) due to the Customer's failure to identify a payment. The Company will not accept that payment has been made until it has received cleared funds and, if any payment is later dishonoured, may charge the Bounced Payment Fee; (b) the Cleaning Fee or charges for repairs, to be invoiced at the Company's discretion as per clause 19; (c) a Late Payment Fee each time a payment is late; (d) any costs incurred by the Company in collecting late or unpaid Storage Fees, or in enforcing this Agreement in any way, including but not limited to postal, telephone, unit inventory, debt collection, personnel and/or default action costs and associated legal and professional fees; and (e) any government taxes or charges (including any value added tax) levied on any supplies made under this Agreement. Where the Customer has more than one agreement with the Company, all will form one account with the Company and the Company may in its sole discretion elect to apply any payment made by or on behalf of the Customer on this agreement against the oldest Debt due from the Customer to the Company on any agreement in the account.

DEFAULT - RIGHT TO SELL OR DISPOSE OF GOODS:

5. The Company takes the issue of prompt payment very seriously and has a right of lien. Regardless of Condition 35, if any sum owing to the Company is not paid when due, the Customer authorises the Company without further notice to: (a) refuse the Customer and its agents access to the Goods, the Room and the Facility and overlock the Room until the amount due and other fees related to it (**Debt**) have been paid in full; (b) enter the Room and inspect and/or remove the Goods to another unit or site and to charge the Customer for all reasonable costs of doing so on any number of occasions; and (c) apply the Deposit 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. The Customer acknowledges that (a) the Company 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 Company will sell the Goods as if the Company was the owner and will pass all rights of ownership in the Goods to the buyer; and (c) if the Customer does not pay fees on the Due Date, the value of any discounts and special offers (including periods of free storage) which the Customer has received will be payable by the Customer in full.
6. On expiry or termination of this Agreement, if the Customer fails to remove all Goods from the Room, the Company is authorised to treat the Goods as abandoned and may sell or dispose of all Goods by any means in accordance with Conditions 7 to 9. The Customer is liable for Storage Fees for the period from abandonment to the sale or disposal of the Goods together with any costs of disposal (**Debt**).
7. Before the Company sells or disposes of the Goods, it will give the Customer notice in writing directing the Customer to pay (if the 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 the Customer to the Company in writing or by email only if you have elected not to receive traditional mail. If no address within the UK has been provided, the Company will use any land or email address it holds for the Customer and any Alternate Contact Person (ACP). If the Customer fails to pay the Debt and/or collect the Goods (as appropriate) the Company will access your space and begin the process to sell or dispose of the Goods. The Customer consents to and authorises the sale or disposal of all Goods without further notice regardless of their nature or value. The Company will sell the Goods for the best price reasonably available in the open market, taking into account the costs of sale. The Company may also require payment of default action costs, including any costs associated with accessing the Room and disposal or sale of the Goods, which shall be added to the Debt.
8. 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, the Customer must pay the Company the balance within 7 days of a written demand from the Company. The Company 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 the Customer, the Company will hold the balance for the Customer but no interest will accrue on it.
9. If, in the opinion of the Company and entirely at the discretion of the Company, a defaulting the 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, the Customer authorises the Company to treat the Goods as abandoned and the Company may dispose of all Goods by any means at the Customer's cost. The Company may dispose of the 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 Company, severely damaged, of no commercial value, or dangerous to persons or property. The Company does not need the prior approval of the Customer to take this action but will send Notice to the Customer within 7 days of assessing the goods.
10. Any items left unattended in common areas or outside the Customer's Room at any time may at the Company's discretion be moved, sold or disposed of immediately with no liability to the Company.

ACCESS:

11. The Customer has the right to access the Room during Access Hours as posted by the Company and subject to the terms of this Agreement. The Company 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.
12. Only the Customer or others authorised or accompanied by the Customer (**its Agents**) may access the Room. The Customer is responsible for and liable to the Company and other users of the Facility for its own actions and those of its Agents. The Company may (but is not obliged to) require proof of identity from the Customer or any other person at any time and, at the Company's sole discretion, may refuse access to any person who is unable to produce satisfactory proof.
13. The Company may refuse the Customer access to the Room and/or the Facility where moneys are owing by the Customer to the Company, whether or not a formal demand for payment has been made, or if the Company considers the safety or security of any person, unit or goods on or at the Facility has been threatened or may be put at risk.
14. The Customer should not leave a key with or permit access to the Room to any person other than its own Agent who is responsible to the Customer and subject to its control. If the Customer does so, it does so at its own risk.
15. The Customer authorises the Company and its agents and contractors to enter the Room in the following circumstances and to break the 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 Room 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 Company believes the Room is being used to store prohibited goods or for a prohibited purpose; or if the Company 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 Company's lien or power of sale or disposal in accordance with this Agreement.

CONDITIONS:

16. The Customer will be solely responsible for providing a secure padlock for the Room and ensuring it is locked so as to be secure from unauthorised entry at all times when the Customer is not in the Room. The Company will not be responsible for locking any unlocked Room. The Customer is not permitted to apply a padlock to the Room in the Company's overlocking position and the Company may have any such padlock forcefully cut off at the Customer's expense. Where applicable, the Customer will secure the external gates and/or doors of the Facility.
17. The Customer must not store (or allow any other person to store) any of the following in the Room: (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 28 for any breach of this Condition 17.
18. The Customer will use the Room solely for the purpose of storage and shall not (or allow any other person to): (a) use the Room as offices (unless designated as such by the Company) or living accommodation or as a home, business or mailing address; (b) use or do anything at the Facility or in the Room which may be a nuisance to the Company 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 Room); (c) use or do anything at the Facility or in the Room which may invalidate or increase premiums under any insurance policies of the Company or any other person; (d) paint or make alterations to or attach anything to the internal or external surfaces of the Room; (e) connect or provide any utilities or services to the Room unless authorised by the Company; or (f) cause damage to the Room 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.
19. The Customer must maintain the Room by ensuring it is clean and in a state of good repair. In the event of uncleanliness or damage to the Room or Facility, the Company will be entitled to retain the Deposit, 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.
20. The Customer must (and ensure that its Agents) use reasonable care on site and have respect for the Facility and other unit users, inform the Company of any damage or defect immediately it is discovered and comply with the reasonable directions of the Company's employees, agents and contractors and any other regulations for the use, safety and security of the Facility as the Company shall issue periodically.
21. This Agreement does not confer on the Customer any right to exclusive possession of the Room and the Company reserves the right to relocate the Customer to another Room not smaller than the current Room (a) by giving 14 day's notice during which the Customer can elect to terminate their agreement under Condition 35 or (b) on shorter notice if an incident occurs that requires the Room or section where it is located to be closed or sealed off. In these circumstances, the Company will pay the Customer's reasonable costs of removal if approved in writing by the Company in advance of removal. If the Customer does not arrange removal by the date specified in the Company's notice, then the Customer authorises the Company and its agents to enter Room acting as the Customer's agents and at the Customer's risk (except for damage caused wilfully or negligently which is subject to the limitations in Condition 26) remove the goods. Following removal this agreement will be varied by substitution of the new Room number but otherwise continues in full force and effect at the rate in force for the original Room at the time of the removal.
22. The Customer must ensure the Room is suitable for the storage of the Goods intended to be stored in it and is advised to inspect the Room before storing Goods and periodically during the storage period. The Company makes no warranty or representation that any unit is suitable for any particular goods and accepts no liability in this regard.
23. The Company may refuse to permit the Customer to store any Goods or require the Customer to collect any Goods if in its opinion storage of such Goods creates a risk to the safety of any person or property.
24. The Customer must give Notice to the Company in writing of the change of address, phone numbers or email address of the Customer or the ACP.

within 48 hours of any change. The Customer agrees the Company is entitled to discuss any default by the Customer with the ACP registered on the front of this Agreement.

RISK AND RESPONSIBILITY:

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

26. The Goods are stored at the sole risk and responsibility of the 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 other than caused by the Company's negligence or breach of contract'. The Company excludes all liability in respect of loss or damage to (a) the Customer's business, if any, including consequential loss, lost profits or business interruption; and (b) Goods above the sum of £100, which the Company considers to be the normal excess on a standard household policy whether or not that policy would cover the Goods. The Company 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 Company, its agents and/or employees.

27. The Company 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 True Total Value (as set out on the cover sheet). The 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 Room from time to time will not exceed the True Total Value. The Company does not give any advice concerning insurance cover given by any policy and the Customer must make its own judgment as to adequacy of cover even when facilitated by the Company. Inspection of any insurance documents provided by the Customer to demonstrate cover does not mean the Company has approved the cover or confirmed it is sufficient.

28. The Customer will be liable for and compensate the Company for the full amount of all claims, liabilities, demands, damages, costs and expenses (including any reasonably incurred legal and professional fees) incurred by the Company or third parties (Liabilities) resulting from or incidental to (a) the use of the Room (including but not limited to the ownership or storage of Goods in the Room, the Goods themselves and/or accessing the Facility) or (b) breach of this Agreement by the Customer or any of its Agents or (c) enforcement of any of the terms of this Agreement.

29. The 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 Room. 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 the Customer, and includes any and all Liabilities resulting from such a breach.

30. If the Company has reason to believe that the Customer is not complying with all relevant laws the Company may take any action it believes to be necessary, including but not limited to the action outlined in Conditions **15** and **35**, contacting, cooperating with and/or submitting Goods to the relevant authorities, and/or immediately disposing of or removing the Goods at the Customer's expense. The Customer agrees that the Company may take such action at any time even though the Company could have acted earlier.

31. In respect of circumstances outside the Company's reasonable control, the Company 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 failures, threat of or actual terrorism or environmental or health emergency or hazard, or entry into any unit including the Room or the Facility by, or arrest or seizure or confiscation of Goods by, competent authorities. If this happens, the Company will not be responsible for failing to allow access to the Goods, Room and/or the Facility for so long as the circumstances continue. The Company will try to minimise any effects arising from such circumstances.

PERSONAL INFORMATION

32. The Company collects information about the Customer on registration and whilst this Agreement continues, including personal data (**Data**). The Company processes Data in accordance with the Data Protection Act 1998 and uses it to process payments, communicate with the Customer and generally maintain the Customer's account. The Company may share Data with, and collect Data from, credit reference or fraud prevention agencies and trade associations of which the Company is a member. If the Customer applies for the Company's insurance, the Company 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 Company 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 Company considers the security of any unit at the Facility or its contents may otherwise be put at risk. Also, if the Company 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 Company'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 Company 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.

33. The Customer agrees that the Company will use Data for marketing and like purposes, including to provide the Customer with information on products or services provided by the Company in response to requests from the Customer or if the Company believes they may be of interest.

NOTICE :

34. Notices to be given by the Company or the Customer must be in writing and must either be delivered by hand or sent by pre-paid post. The Company may also give Notice to the Customer by email if the Customer has elected to receive correspondence this way. Notices shall be deemed received at the time of delivery by hand, one hour after sending by email or 48 hours after posting. Notices from the Company to the Customer will be sent to the address on the cover sheet or the most recent address in England notified to the Company. In the event of not being able to contact the Customer at the last notified address or other contact including email, Notice is deemed to have been given to the Customer if the Company serves that Notice on the ACP as identified on the front of this Agreement at the last notified address or other contact including email of the ACP. Any notice from the Customer must be sent to the Company at the address on the cover sheet. 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:

35. Either party may terminate this Agreement by giving the other party Notice of the Termination Date in accordance with period indicated on the cover sheet ending on any Due Date. 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, the Customer has failed to put right within 14 days of notice from the Company to do so), the Company may terminate the Agreement immediately by Notice. The Company is entitled to retain from the Deposit, or make a charge for, apportioned Storage Fees if less than the requisite Notice is given by the Customer. The Customer must remove all Goods in the Room before the close of business on the Termination Date and leave the Room in a clean condition and in a good state of repair to the satisfaction of the Company. In the event that Goods and/or refuse are left in the Room after the Termination Date, Conditions **6** and **19** will apply. The Customer must pay any outstanding Storage Fees and any expenses on default or any other moneys owed to the Company up to the Termination Date, or Conditions **5** to **9** may apply. Any calculation of the outstanding fees will be by the Company. If the Company enters the Room for any reason and there are no Goods stored in it, the Company may terminate the Agreement without giving prior Notice but will send Notice to the Customer within 7 days.

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

37. 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:

38. The Company may vary the Storage Charge or other terms of this Agreement and add new terms and conditions as long as such modifications are notified to the 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 Company's notice. The Customer may terminate without charge before the change takes effect by giving notice in accordance with Condition 35. Otherwise, the Customer's continued use of the Room will be considered as acceptance of and agreement to the amended terms.

39. The Customer acknowledges and agrees that :-(a) the terms of this document constitute the whole contract with the Company and, in entering this contract, the 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 Company and the Company has, prior to the Customer entering into this Agreement, answered all such queries to the satisfaction of the Customer; (c) any matters resulting from such queries have, to the extent required by the Customer and agreed to by the Company, been reduced to writing and incorporated into the terms of this Agreement; (d) if the Company decides not to exercise or enforce any right that it has against the Customer at a particular time, then this does not prevent the Company from later deciding to exercise or enforce that right unless the Company tells the Customer in writing that the Company has waived or given up its ability to do so; (e) it is not intended that anyone other than the Customer and the Company 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) the Customer may not assign or transfer any of its rights under this Agreement or part with possession of the Room or Goods whilst they are in the Facility; and (h) where the Customer consists of two or more persons each person takes on the obligations under this Agreement separately.

40. This Agreement shall be governed by English law and any dispute or claim that either party brings will be decided by the Courts of England and Wales. 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.

INSURED CONTRACTOR - If such insurance has been agreed to

41 We shall take out and maintain a contract of insurance in accordance with a Summary of Insurance document provided to the Customer. This will provide cover for the Goods for the value stated as the full total replacement value of the Goods as new on the cover sheet. The Company does not carry out any valuation of the Goods and is not responsible for ensuring that the full replacement value as new as stated by the Customer in the cover sheet is an accurate or true valuation of the full replacement value as new of the Goods at any time. The Customer is responsible for ensuring that insurance cover for the value of Goods insured is maintained at an adequate level throughout the period of this Agreement. If loss or damage occurs to the Goods as a result of any matter which may result in a claim under the Company's insurance policy, after receipt from the Customer of a written direction to notify a claim, the Company will notify its insurer promptly of the claim. For the purposes of processing any such claim, the Customer shall provide the Company, the Company's insurer or any agent of the Company's insurer appointed to investigate such claim with such information and evidence as may reasonably be required in relation to the claim. The Company shall pay or arrange for payment to the Customer that part of any proceeds of any claim made by the Company which relates to damage or loss to the Goods after deduction of any outstanding sums due to the Company from the Customer. In the event that the Company makes a claim under its insurance policy in respect of loss or damage to the Goods, the Customer acknowledges that the Company's liability to make any payments to the Customer in relation to any such claim is restricted to payment to the Customer of those sums that the Company recover from its insurer under its insurance policy in relation to the Goods. Whilst the Company will notify claims to its insurer, the Company is not under any circumstances obliged to start or threaten to start any legal proceedings in relation to any such claim. Nothing in this contract shall make or be deemed to make the Company agent of the Customer. If the Customer fails to pay any insurance charges then any insurance cover in respect of the Goods will cease immediately from the date such charges are due.

Customer Signature

The Space Place Self Storage (Telford) Ltd
Unit D Stafford Park 9
Telford
TF3 3AF



telephone: 01952 290 296
email: telford@SpacePlace.co.uk
SpacePlace.co.uk

PROTECTING YOUR POSSESSIONS WHILST IN STORE

Client Name: The Customer

Date:

- You have confirmed that no other storage insurance is currently in place which would provide you with adequate cover.
- You have confirmed that your need is to cover your goods whilst in store, in accordance with the value declared by you on the Quotation Acceptance.

Additional Insurance requirements. (If any)

Important Information - Next Steps

Cancellation Rights - Where the duration of cover is one calendar month or more you will have 14 days from conclusion of the insurance contract to change your mind. Should you wish to exercise your cancellation rights you must notify us immediately. Insurance contracts with a duration of less than one calendar month are not subject to Statutory Cancellation Rights.

You will receive: **A Quotation / Statement of Price** - this will show the full costs of the storage and the insurance you have chosen to include.

Quotation Acceptance - if you are happy with the quotation and you wish to go ahead with the storage and the insurance please return this to us as soon as possible

Policy Summary - this contains very important information about your Insurance policy and we request that you read this carefully and contact us with any queries. Please pay particular attention to the unusual exclusions and limitations of cover detailed in this document.

Claims Procedure - the policy summary provides details of how you should make a claim on your policy. If you have any questions please contact us.

Please advise us immediately should this statement, together with the storage acceptance document, not reflect your requirements.

SUMMARY OF OUR INSURANCE COVER

It is a condition of the Licence Agreement that your property is insured for its full true total value and that cover is maintained throughout the total period of storage with us.

Please note that irrespective of whether or not you instruct us to include you within our insurance arrangements our liability for actual physical loss of or damage to your property is limited by the terms of the Licence Agreement which form part of our contract with you.

SUBJECT TO YOU GIVING US INSTRUCTIONS TO INSURE, we can arrange on your behalf insurance underwritten by Certain Underwriters at Lloyds to cover physical loss or damage to your property whilst stored with us within our "Open Cover" insurance arrangements as summarised below.

TOTAL SUM INSURED

The full true total maximum value of the goods at all times as declared to us on the Licence Agreement or elsewhere in writing. The sum insured shall in no circumstances exceed GBP100,000 for any one customer unless confirmed in writing by us. The total sum insured can be increased on payment of an additional charge, subject to the prior agreement of our Insurers.

INSURED PERILS

Actual physical loss of or damage to our customers' property caused by fire, lightning, explosion, earthquake, aircraft or articles dropped therefrom, storm, flood, bursting &/or leaking pipes, ingress of water or other liquid substance, moth, insect or vermin from an external cause, theft accompanied by forcible and violent entry to or exit from the building or Unit, riot, strike, civil commotion, malicious damage, and impact by vehicle or railway rolling stock.

UNDER-INSURANCE

It is a condition of the insurance that the sum insured represents the full true total value of the property stored at all times. If you fail to declare the full replacement value of your property on the Licence Agreement, in the event of a claim you will only be entitled to recover from Insurers the proportion of the loss as the declared value bears to the total replacement value of your property.

BASIS OF CLAIMS SETTLEMENT

The settlement of any claim shall be by replacement, repair and/or compensation at Insurer's option. In the event of the total loss or destruction of any item insured under this Insurance, the basis of settlement shall be the cost of replacing the item as new provided that the item is substantially the same as but not better than the original when new.

Household linen and clothing

Where any claim includes loss of or damage to any item(s) of household linen and clothing, Insurers will take into consideration the age, quality, degree of use and consequent market value of any such lost or damaged item(s).

Documents

Where any claim includes loss of or damage to documents the basis of settlement shall relate to the reasonable costs of reprinting and/or reasonable costs of reissue and/or reconstitution including, where applicable, fresh research or exploration to obtain essential information.

POLICY EXCESS

Insurers will not pay the first GBP50 of each customer's claim.

PAIRS & SETS CLAUSE

Where any items are part of a pair or of a set Insurers shall only pay for the actual items which are lost or damaged. No payment will be made by Insurers for any items which are part of a pair or of a set and which are not lost or damaged.

MISREPRESENTATION

It is your responsibility to take reasonable care not to make misrepresentation to insurers. This requirement includes (but is not limited to) a requirement to disclose to us if you are unable to comply with any term of this document and/or the Licence Agreement. This insurance may be voidable in the event of your deliberate or reckless or careless misrepresentation that, without the misrepresentation, the insurer would not have entered into the contract at all or would have done so only with different terms.

TIME LIMIT FOR CLAIMS NOTIFICATION

All claims must be notified to us at the time of discovery of loss or of damage to your property or at the time of removal of your property from the unit, whichever is the soonest.

If your goods become lost or damaged and you wish to make an insurance claim please notify us in writing. Your notification should be sent to us at the address or fax number detailed in your Licence Agreement.

CUSTOMER SERVICE

If you feel you have not been offered a first class service please write and tell us and we will do our best to resolve the problem. You may alternatively, if preferred, contact the Insurance Administrator: Reason Global Insurance, 4th Floor, Lyndean House, 43-46 Queens Road, Brighton, BN1 3XB

If you are unable to resolve the situation and wish to make a complaint you can refer it to the Complaints Department at Lloyds who may, in certain circumstances be able to review the matter. Their address is:

Complaints Department
Lloyds, One Lime Street
London
EC3M 7HA
Tel No: 020 7327 5693
Fax No: 020 7327 5225

E-mail: complaints@Lloyds.com <<mailto:complaints@Lloyds.com>>

In the event that the Complaints Department is unable to resolve your complaint it may in certain circumstances be possible for you to refer it to the Financial Ombudsman Service at:

Exchange Tower
Harbour Exchange Square
London E14 9SR
Tel No: 0845 080 1800

Email: complaint.info@financial-ombudsman.org.uk
<<mailto:complaint.info@financial-ombudsman.org.uk>>

Financial Services Compensation Scheme

Lloyds is covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the Scheme if we cannot meet our obligations to you under this contract. If you were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract. Further Information about the Scheme is available from the Financial Services Compensation Scheme (7th floor Lloyd's Chambers, Portoken Street, London E1 8BN) and on their website: www.fscs.org.uk <<http://www.fscs.org.uk>>

EXCLUSIONS

No cover is provided for the following

- 1) Money, Coins, Bullion, Deeds, Bonds, Securities and the like.
- 2) Livestock, Explosives and Flammables
- 3) Jewellery, Watches, Precious Stones, Stamps of all kinds exceeding GBP500 combined total.
- 4) Furs, fine arts, perfumery mobile phones, tobacco, cigars, cigarettes, beers, wines, spirits & the like exceeding GBP10,000 combined total.
- 5) Electronic items exceeding GBP10,000 in total. Electronic items are defined as all items of consumer and commercial electrical appliances and instruments including but not limited to radios, televisions, computers, computer software, hard drives, chips, microchips, printed circuit boards and their components, modems, monitors, cameras, facsimile machines, photocopiers, VCRs, hi-fi, stereos, CD players and the like. (Heavy electrical items such as switchgear, turbines and generators and the like shall be deemed not to be electronics)
- 6) Any goods which you are not permitted to store under the terms of the Licence Agreement
- 7) Loss of data records other than cost of blank data carrying materials.
- 8) Any consequence of War, Invasion, Act of Foreign Enemy Hostilities (whether War be declared or not), Civil War, Rebellion, Revolution, Insurrection or Military or Usurped Power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.
- 9) Ensuing or indirect losses resulting from or as a consequence of claims made for loss or damage arising from an Insured Peril
- 10) Loss or damage from:
 - a) ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
 - b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or nuclear component thereof,
 - c) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
 - d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion of this sub clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried stored or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.
- 11) Loss or damage from any chemical, biological, biochemical or electromagnetic weapon. The use or operation as a means of inflicting harm or any computer system, computer software program, computer virus or process or any other electronic system.
- 12) Loss of or damage to your property directly caused by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds
- 13) If at the time of loss there is other insurance in force this insurance shall only respond to the extent that losses are not recoverable under the other insurance
- 14) Loss of or damage to your property caused by or resulting from any act(s) of terrorism or any person(s) acting from a political motive.