



## Norfolk's premier storage solutions to suit you ...

### TERMS & CONDITIONS

#### DEFINITIONS

- 1.1 'Agreement' the Order and these terms and conditions.
- 1.2 'Commencement date' means the date specified in the order for the commencement of the hire of the unit.
- 1.3 'Unit' means the self storage unit and any other equipment loaned or hired to the hirer by Norfolk Storage Solutions where specified in the order or not.
- 1.4 'Hirer' is the person/persons (to include successors or personal representatives), company or firm specified in the order.
- 1.5 'Opening hours' means the advertised and agreed opening times.
- 1.6 'Order' means the order by the hirer for the unit under the terms of this agreement.
- 1.7 'Period of hire' means the period commencing on the commencement date and terminating on the termination date. Both first day and last day are included in the period of hire.
- 1.8 'Self storage unit' means a container (including lock and fittings) hired by the hirer for the purpose of storage of goods and chattels.
- 1.9 'Site' means the self storage depot based at Woodview Business Park, Church Lane, Wicklewood, Wymondham, Norfolk, NR18 9QH.
- 1.10 'Termination date' means the date specified in the order returned to Norfolk Storage Solutions and the equipment is completely emptied of the goods or chattels of the hirer, including rubbish or if a date is not specified in the order, then the actual date the keys are returned to Norfolk Storage Solutions and the equipment is completely emptied of the goods or chattels of the hirer.

#### 2.0 'AVAILABILITY'

- 2.1 Norfolk Storage Solutions agrees to make available to the hirer for use by the hirer alone and during opening hours only, the unit as specified in the order, upon the terms of this agreement.
- 2.2 Norfolk Storage Solutions will ensure that there is suitable and unrestricted access to the unit so that the hirer may enter into the site where the unit is located during site opening hours only.

#### 3.0 PERIOD OF HIRE

This agreement shall commence on the commencement date and, unless terminated in accordance with the provision of clause 13, shall terminate on the termination date.

#### 4.0 RENTAL AND PAYMENT TERMS

- 4.1 Unless otherwise agreed with Norfolk Storage Solutions, the unit shall be hired out for a minimum period of one week. If the agreed period of hire is less than one calendar month, the rent shall be payable for the total period of hire, in advance. Otherwise in any other case where the period of hire is longer than one calendar month, the hirer shall pay rent, in advance, in respect of the number of days remaining in the current calendar month and the following calendar month. Thereafter, the terms of payment are one calendar month in advance.
- 4.2 Payment is calculated in the number of days in a calendar month. Parts of a week will be charged pro-rata.
- 4.3 If this agreement is terminated at any time within the period of hire in accordance with clause 13.1, the hirer will be entitled to a refund of part of the rent paid for each complete seven-day week that the unit is not in use from the termination date. The hirer shall not be entitled to a refund of rent paid if the agreement is terminated by Norfolk Storage Solutions in accordance with clause 13.2.
- 4.4 Norfolk Storage Solutions requires a deposit as security against non-return of all keys. Norfolk Storage Solutions will refund any deposits

without interest to the hirer at the address of the hirer specified in the order, unless otherwise advised, within 14 days of the termination date after taking into account any amounts due to Norfolk Storage Solutions including without limitation, the cost of any repair and/ or cleaning of the unit as a result of the hirer's use of the same.

4.5 Norfolk Storage Solutions reserves the right to request a deposit as security against the hire of the unit. Norfolk Storage Solutions will refund any deposits without any interest to the hirer at the address of the hirer specified in the order, unless otherwise advised, within 14 days of the termination date after taking into account any amounts due to Norfolk Storage Solutions including without limitation, the costs of any repair and/ or cleaning of the unit as a result of the hirer's use of the same.

4.6 The hirer shall, on demand by Norfolk Storage Solutions, pay to Norfolk Storage Solutions interest on sums not paid on their due dates under this agreement for the due date up to the date of actual payment (as well after as before judgement) at the rate of 4% above the base rate from time to time of Barclays bank plc.

4.7 Norfolk Storage Solutions reserves the right to amend hire rates at any time. The hirer will be given a reasonable notice.

#### 5.0 ACTIVITY

5.1 The hirer shall not carry out any activity on the premises owned or operated by Norfolk Storage Solutions other than those activities associated with storage in a self-storage unit hired from Norfolk Storage Solutions for the purpose of self storage as set out in clause 6. In particular but without limitation, the hirer shall not carry on any business or trade from the self storage unit.

5.2 The hirer should comply with operational conditions of the site and should restrict himself to activities directly associated with the storage, loading and unloading of goods or chattels to and from the equipment.

#### 6.0 USE

6.1 The unit is offered by Norfolk Storage Solutions company solely for use for the purposes of self storage and must not be used for any other purpose not specifically approved by Norfolk Storage Solutions in writing.

6.2 The hirer must not store any livestock, perishable, dangerous, highly inflammable, volatile, toxic, noxious, illegal goods or any other goods not approved by Norfolk Storage Solutions.

6.3 Smoking is strictly prohibited in the self-storage unit and on site.

6.4 The hirer shall ensure that any action he takes does not cause nuisance, inconvenience or annoyance to Norfolk Storage Solutions, other customer of Norfolk Storage Solutions or any other person authorised by Norfolk Storage Solutions. The hirer should be responsible for any damage to the property of Norfolk Storage Solutions and/ or any other person or for any injury to persons occasioned from the actions of the hirer.

6.5 The hirer shall keep the unit in his sole possession and shall not sell, assign, mortgage or let the unit (or any part thereof).

6.6 The hirer is responsible for the removal of all rubbish resulting from activities on site and must maintain the area around the self-storage unit in good order. Failure to do so may result in a charge for cleaning or removal of rubbish.

#### 7.0 LOADING AND UNLOADING

The hirer is responsible for the loading and unloading of the self-storage unit.

#### 8.0 MAIN SERVICES

Main services are not connected to the unit and the hirer shall not attempt to arrange temporary or permanent connection of main services to the unit under any circumstances.

#### 9.0 RIGHT OF NORFOLK STORAGE SOLUTIONS TO INSPECT

9.1 Norfolk Storage Solutions reserves the right, upon reasonable notice to the hirer, save for emergency, for itself, its agents or servants to have reasonable access to the unit to inspect, test, adjust, repair or replace the unit.

9.2 At the request of Norfolk Storage Solutions, its agents or servants the hirer shall remove his goods to any other self-storage unit designated by Norfolk Storage Solutions and if the hirer fails to do so, Norfolk Storage Solutions, its agents or servants may remove the goods as agents for the hirer.

#### 10.0 MAINTENANCE CARE AND ALTERATIONS

10.1 If at any time during the period of hire, the hirer wishes to replace the self-storage unit then provided the self-storage unit is returned to

Norfolk Storage Solutions clean and in good sound condition and provided other self-storage units are available then Norfolk Storage Solutions will endeavour to provide an alternative self-storage unit. If there are no alternative self-storage units then the hirer may terminate the agreement in accordance with clause 13.1, however, it will not be a basis of a claim against Norfolk Storage Solutions unit not being available. If an alternative self-storage unit is available then the rent will be adjusted accordingly.

10.2 The hirer shall be responsible for maintaining the unit to the standards as at the commencement date (or following repair or improvement), for using the unit in a reasonable manner and returning the unit on the termination date in a good condition (fair wear and tear excepted). The hirer is responsible for all loss or damage to the unit caused by actions or negligence of the hirer and the hirer's agents, servants, employees and/or invitees.

10.3 The unit must not be altered or modified by the hirer in any way.

#### **11.0 REPAIRS**

The hirer shall not attempt to repair the unit and shall inform the Norfolk Storage Solutions immediately of any loss, damage or repairs needed to the unit. Norfolk Storage Solutions will deal with repairs as soon as reasonably practicable or, at the discretion of Norfolk Storage Solutions and subject to availability, to offer an alternative self-storage unit. Norfolk Storage Solutions may also suspend further use by the hirer of the self-storage unit in need of repair unit such repairs may be carried out. The need for repairs may be a fair basis for cancellation of the order however it will not be a basis of a claim against Norfolk Storage Solutions for costs arising from the self-storage unit, or any alternative, not being available.

#### **12.0 WARRANTIES**

12.1 No warranties or conditions other than specifically set forth shall be implied or deemed incorporated in or form part of this agreement. The hirer admits that no representations have been made to him by or on behalf of Norfolk Storage Solutions, which may have induced him to enter into this agreement.

12.2 Norfolk Storage Solutions accepts no responsibility for any loss or damage to the unit or its contents due to, or arising from, any cause other than due directly to a defect of the unit or if it can be proved it has occurred as a direct result of negligence on the part of Norfolk Storage Solutions or its agents. This includes, without limitation, damage or loss due to condensation, extreme weather or other external conditions.

12.3 Norfolk Storage Solutions shall not be responsible for any damage or loss whatsoever in relation to the hirer, the hirer's agents, servants, employees invitees or goods. The hirer shall be solely responsible for their safety and that of their agents, servants employees and/or invitees and of the security of the self-storage unit and its contents.

#### **13.0 TERMINATION**

13.1 The agreement can be terminated by either party upon giving to the other not less than one week's written notice at any time after the first week of hire.

13.2 Norfolk Storage Solutions shall be entitled to terminate the agreement forthwith should:

13.2.1 The hirer fails to comply with any of the conditions herein;

13.2.2 The hirer is committed for any act of bankruptcy or levy against the hirer of any distress or execution, or in the case of a limited company, goes into liquidation;

13.2.3 The Hirer makes a general or special arrangement or composition with creditors;

13.2.4 The Hirer puts into jeopardy or prejudices in any way Norfolk Storage Solutions interest in the unit through any act or omission on his part.

#### **14.0 FOLLOWING TERMINATION**

14.1 At the Termination Date the Hirer shall return the unit to Norfolk Storage Solutions empty and in good condition (except for fair wear and tear). The Hirer shall be responsible for any costs incurred by Norfolk Storage Solutions in removing and disposing of any goods or chattels left behind by the Hirer and restoring the unit to good condition including, without limitation, cleaning, removal of rubbish and making good any damage caused including by break-in or attempted break-in.

14.2 Norfolk Storage Solutions is the authorized agent for the Hirer. If at the Termination Date the Hirer has failed to remove his goods or Norfolk Storage Solutions needs to recover costs to restore the unit to a clean and

tidy state Norfolk Storage Solutions as agent for the Hirer has the right to recover any costs by disposing of the Hirer's goods. 14.3 In the event that any payment by the Hirer to Norfolk Storage Solutions is due and outstanding for more than 14 days, Norfolk Storage Solutions shall be entitled to prevent the Hirer from having access to the Hirer's goods in the Self-Storage Unit until such time that all outstanding payments are paid by the Hirer. Rent shall continue to apply during such time that the goods of the Hirer are stored in the Self-Storage Unit.

#### **15.0 INSURANCE AND INDEMNITY**

15.1 The hirer is responsible for arranging insurance of the contents of the unit. Insurance is available from [insurastore.com](http://insurastore.com) (link found on our links page)

15.2 Where Norfolk Storage Solutions any suffers loss as a result of damage to or loss of the unit (or part thereof) as a result of acts or negligence of the Hirer then the Hirer shall be liable as follows:

15.2.1 If the unit is damaged and it can be economically repaired, in making good damage.

15.2.2 In any other case, in compensating Norfolk Storage Solutions for all loss suffered as a result of the loss or damage.

#### **16.0 VISITING THE UNIT**

The hirer and any visitors to the unit will only be able to access the site through our canter leaver gates with a current swipe card

#### **17.0 IDENTIFICATION MARKS**

Norfolk Storage Solutions reserves its right to retain its mark or plate on the unit identifying the unit as the property of Norfolk Storage Solutions and the Hirer shall not deface, remove or cover up the same.

#### **18.0 ERRORS AND OMISSIONS**

Whilst every endeavour has been made to include all contingencies, Norfolk Storage Solutions cannot be held responsible for any errors and omissions arising from circumstances beyond its control.

#### **19.0 AVAILABILITY**

Quotations are offered subject to availability of the unit at the time of hiring and Norfolk Storage Solutions reserves the right to offer an alternative unit should the original quoted is unavailable.

#### **20.0 NOTICE**

Any notice under this Agreement shall be deemed received and properly served by either party if sent by recorded delivery. In this regard, the Hirer must notify Norfolk Storage Solutions of any change of address of the Hirer.

#### **21.0 ASSIGNMENT**

The Hirer shall not assign this Agreement. Norfolk Storage Solutions shall be entitled to assign this Agreement.

#### **22.0 LAW AND JURISDICTION**

This Agreement shall be governed by English law and the parties hereby submit to the exclusive jurisdiction of the English courts.



**Norfolk's premier storage solutions to suit you ...**

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