

## **SYCAMORE BUSINESS PARK & SYCAMORE STORAGE**

### **TERMS AND CONDITIONS**

#### **1. DEFINITIONS**

Self-Storage means the hire of a container on a site owned by Sycamore Storage for the use by the Hiree for the purpose of storage of goods or chattels.

The Hirer is Darley Properties Ltd. Trading as Sycamore Storage & Sycamore Business Park. The Hiree is the person/persons (to include successors or person representatives), Company or Firm specified in the Agreement.

The Equipment is the self-storage unit including lock and fittings, hired from Sycamore Storage and also any other equipment loaned or hired by Sycamore Business Park whether specified in the agreement or not.

#### **2. CONSENTS, LICENSES OR PERMISSIONS**

The Hiree must comply with all Acts of Parliament, Council Orders, Statutory Instruments, restrictions, stipulations and conditions affecting the use of the Equipment.

#### **3. EXTENT OF CONTRACT**

No warranties or conditions other than specifically set forth shall be implied or deemed incorporated in or form part of the Contract. The Hiree admits that no representatives to him on behalf of the Hirer which may have induced him to enter into the contract.

#### **4. PERIOD OF HIRE**

The period of Hire commences on the day specified in the Agreement for the commencement of the hire of the self-storage container and terminates on the day the keys are returned to the Hirer at the address given on the front of this contract or the date that the self-storage is completely emptied of the goods or property of the hirer including rubbish, whichever is later. Both first day and last day are included in the Period of Hire. No credit is allowed on the hire of the Equipment for any Holiday Periods, which may occur during the Hire term.

#### **5. RIGHT OF HIRER TO INSPECT**

The Hirer reserves the right, by necessity, for itself, its agents or servants to have reasonable access to the Equipment to inspect, test, adjust, repair or replace said equipment.

#### **6. DELIVERY**

The Hirer undertakes to make available a self-storage container on the dates stated, although failure to do so may be a fair basis for cancellation of order it will not be a fair basis of a claim against the Hirer for costs arising from the container not being available. In such circumstances the Hirer will make every effort to supply a suitable alternative store within reasonable time to meet the needs of the Hiree.

#### **7. ACCESS**

The Hirer must ensure that there is suitable and unrestricted access to the equipment subject to site opening hours. Failing to do so may be a fair basis for cancellation of order it will not be a fair basis of a claim against the Hirer for costs

arising from the container not being available. (This term does not prejudice the provisions of the term of these term and conditions headed suspension)

#### **8. OPENING OF, AND ENTRY IN TO CONTAINERS**

The Hiree may open and enter into a store at any time, subject to any opening hours applicable at the site and subject to the provisions of Term 22, Suspension.

#### **9. LOADING AND UNLOADING**

The Hiree is responsible for the loading and unloading of the store hired.

#### **10. ACTIVITY**

The Hiree shall not carry out any activity on the premises owned or operated by Sycamore Storage & Business Park other than those activities associated with storage in a container hired from Sycamore Storage for the purpose of self-storage

#### **11. USE**

The equipment is offered by the Hirer solely for the use for the purpose of self-storage and should not be for any other purpose.

The Hiree should not store within the store any goods or items which may be hazardous to their users of the self-storage facilities or which may through negligence or mishap cause damage to adjacent containers. The Hiree should not use the self-storage unit for the storage of livestock of any kind.

In the event of a mishap resulting from the actions of the Hiree or involving contents of the

Hiree self-storage unit which results in damage of the property of other users of the self-storage facilities or to the property of anyone else or injury to the person using or in the vicinity of the self-storage facilities the Hiree shall be liable.

Apart from the provision of a lockable self-storage facility which is in good working order the Hirer is not responsible for the security of the self-storage unit or its contents nor is any landlord from whom the Hirer has rented land to carry out the business of self-storage whether the property has security protection or not. The Hiree is responsible for returning the self-storage unit to the Hirer in good order at the end of the hire period and if not shall be responsible for all charges to bring the self-storage unit to good order including cleaning, removal of rubbish and making good any damage caused including by break in or attempted break in. The Hiree is responsible for removal of any rubbish resulting from activities on site and must maintain the area around self-storage unit in good order. Failure to do so may result in a charge for cleaning or removal of rubbish.

The Hiree 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.

#### **12. MAIN SERVICES**

Main services are not connected to the equipment and Hiree shall not attempt to arrange temporary or permanent connection of the mail services to the equipment.

#### **13. MAINTENANCE, CARE AND ALTERATIONS**

The Hirer agrees to make available a self-storage container in good and sound for the duration of the period of the hire. If it is the option of the Hiree that the container is not suitable then provided that this is brought to the attention of the Hirer within 2 working days of commencement of the hire the Hirer will endeavour, where reasonably practicable to provide an alternative suitable container. If this is not practical, then this may be a fair basis for cancellation of the order however it will not be fair basis of the claim against the Hirer for costs arising from a suitable container not being available. The Hiree shall be responsible for maintaining the equipment to the standard as at the commencement of hire (or following repair or improvement), for using the equipment in a reasonable manner and returning said equipment on completion of hire in a good condition (fair wear and tear excepted). The Hiree is responsible for all loss or damage to the equipment caused by actions or negligence of the Hiree. If the contract is terminated, the Hiree continues to be responsible for all loss or damage to the equipment until the keys to said equipment are returned into the possession of the Hirer or the date that the self-storage container is completely emptied of the goods or property of the Hiree, whichever is the later. Any loss or damage will be charged to the Hiree.

The equipment must not be altered or modified in any way.

#### **14. REPAIRS**

The Hiree shall not attempt to repair the equipment and shall inform the Hirer immediately of any loss, damage or repairs needed to said equipment. The Hirer undertakes to deal with repairs as soon as reasonably practicable or, at the discretion of the Hirer and subject to availability, to offer an alternative container. The Hirer may also suspend further use by the Hiree of the container in need of repair until such repairs are carried out. The need for repair may be a fair basis for cancellation of order however it will not be a fair basis of a claim against the Hirer for the cost arising from the container, or alternative, not being available.

#### **15. LOSS OR DAMAGE**

The Hirer accepts no responsibility for any loss or damage to the equipment or its contents due to, or arising from, any cause other than due directly to a defect of equipment. This includes damage or loss due to extreme weather or external conditions including temperature change or condensation.

#### **16. SUBLET**

The Hiree should keep the equipment in sole possession of the Hiree and refrain from selling, assigning, mortgaging or letting said equipment (or any part thereof). Except in the case of an agent who may sublet the equipment after first obtaining written approval of the Hiree to any sub-letting and terms thereof.

#### **17. OFF-HIRE**

At the term of the hire the Hiree shall return the equipment into the possession of the Hirer empty and in good condition (except fair wear and tear). The Hiree shall remove all goods and property stored before the equipment is returned to the Hirer. The Hiree shall be responsible for any costs incurred by the Hiree in restoring the equipment to good condition and for

removing and disposing of any goods or property left behind by the Hiree. The equipment shall not be regarded as off-hired until the keys have been returned by the Hiree of the Hirer at the address given on the front of the contract and the equipment is empty and in the same condition (subject to fair wear and tear) as when hire commenced.

#### **18. IDENTIFICATION MARKS**

The Hirer reserves the right to retain its mark or plate on the equipment identifying it as the property of the Hirer and the Hiree shall not deface, remove or cover up same.

#### **19. AVAILABILITY**

Quotations are offered subject to availability of the equipment at the time of hiring and the Hirer reserves the right to offer an alternative item of the equipment should the original quoted be unavailable.

#### **20. RENTAL AND PAYMENT TERMS**

The equipment should normally be hired out for a minimum rental period of one week, unless otherwise agreed and this normally be reflected in the hire price. Parts of a week will be charged pro-rata. The following Hirer reserves the right to request a deposit against the hire of a store and associated equipment. Following off-hire the Hirer will credit whole unused periods due, subject to conditions (normally a period of a week) as a multiple of the minimum hire period. The Hirer will refund any deposits which have been paid, to the Hiree at the address given by the Hiree when entering into the contract, unless otherwise advised, within 14 days of termination of the hire. The Hirer reserves the right to amend hire rates at any time on new or existing contacts after a minimum period has expired. Such amendments will normally be a result of inflation. The Hiree will be given reasonable notice.

#### **21. TERMINATION**

21.1 The contract can be terminated by the Hiree at any time and charges shall be paid in accordance with the relevant minimum hire period (normally one week).

21.2 The Hirer may terminate the contract forthwith should;

- A) the Hiree fails to comply with any of the conditions here in, including non-payment of rent within 21 days;
- B) The Hiree be committed for any act of bankruptcy or levy against the Hiree of any distress or execution;
- C) the Hiree enters into competition with creditors or, in the case of a Limited Company, goes into liquidation;
- D) the Hiree puts into jeopardy or prejudices in any way the Hirer's interest in the equipment through any act or omission on his part.

21.3 If for any reason the rent remains unpaid for a period of twenty-one days or the contract is terminated for any other reason specified in this clause, or for any other default on the part of the Hiree, the Hirer shall be entitled through proper legal process to recover all monies due to it under the terms of this contract. (See also Term in these Terms and Conditions headed 'Suspension')

21.4 If this contract specified a fixed period of hire and notice of termination is not served by the Hiree on the Hirer, this contract will be deemed to continue automatically unless termination is not served by the Hiree on the accordance with these terms and conditions.

21.5 If no fixed period is specified, the Hirer may terminate any contract for the hire of a self-storage unit and equipment on one month's written notice, but without prejudice to the Hirer's rights set out in sub clause 21.2 of this clause.

## **22. SUSPENSION**

If the Hirer has caused to make action with reference to the third paragraph of the Terms and Conditions headed "Termination" the Hirer reserves the right to restrict access to the equipment on hire while legal action is progressed to recover monies owing. The agreed charge for the hire will continue to apply until monies owing are paid.

## **23. REMOVAL**

If following the provisions of paragraphs 21 and 22 of these Terms and Conditions the Hiree has continually failed to acknowledge the debt owing, make meaningful payments to reduce the debt and to make arrangements to remove the goods or property contained in the store rented then the Hirer reserves the right to implement actions which will lead to removal of the goods or property from the store and after a reasonable period of time will take into account the size of the debt owing, the amount and nature of the goods or property and the response or lack of from the Hiree with regard to attempts to recover the debt by the Hiree giving reasonable notice of all actions of the Hirer in respect of the provisions of this paragraph.

## **24. INSURANCE AND INDEMNITY**

Unless otherwise expressly agreed the Hiree is responsible for arranging insurance of contents of the equipment and the Hirer will not be liable for loss or damages suffered for the reasons beyond the control of the Hirer including the adverse effects of temperature including condensation.

Where the Hirer suffers loss as a result of damage to or loss of equipment (or part thereof) as a result of acts or negligence of the Hiree then the Hiree shall be liable as follows:

A) if the equipment is damaged and it can be economically repaired, in making good damage.

B) In any other case, in compensating the Hirer for all loss suffered as a result of the loss or damage. The Hirer accepts no responsibility for loss or damage suffered by the Hiree to persons, vehicles, goods or property whilst on the premises of the Hirer other than where it can be proved it has occurred as a direct result of negligence on the part of the Hirer or its agents.

## **25. ERRORS AND OMISSIONS**

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