



## CONDITIONS OF AGREEMENT

### STORAGE:

1. So long as all fees are paid up to date, the Storer: (a) is licensed to store Goods in the Unit allocated to the Storer by Viking Self Storage 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. Viking Self Storage: (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 Storer acknowledges that Viking Self Storage does not take possession of the Goods; and (c) does not grant any lease or tenancy of the Unit.

### COST:

3. The Storer 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 Storer) will be refunded within 21 days of termination of this Agreement.

4. The Storer is responsible to pay: (a) the Storage Fee (being the amount set out in the cover sheet or as most recently notified to the Storer by Viking Self Storage) payable in advance on the first day of each storage period (**Due Date**) and it is the Storer's responsibility to see that payment is made directly to Viking Self Storage on time and in full throughout the period of storage. Viking Self Storage does not normally bill for fees. Any Storage Fees paid by direct transfer will not be credited to the Storer's account unless the Storer identifies the payment clearly and as directed by Viking Self Storage and Viking Self Storage shall have no liability to and shall be indemnified by the Storer if Viking Self Storage takes steps to enforce the Agreement (including the sale of Goods) due to the Storer's failure to identify a payment. Viking Self Storage will not accept that payment has been made until it has received cleared funds and, if any payment is later dishonoured, may charge the Cheque Return Fee; (b) the Cleaning Fee or charges for repairs, to be invoiced at Viking Self Storage's discretion as per clause 19; (c) a Late Payment Fee each time a payment is late; (d) any costs incurred by the Viking Self Storage 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 Storer has more than one agreement with Viking Self Storage, all will form one account with Viking Self Storage and Viking Self Storage may in its sole discretion elect to apply any payment made by or on behalf of the Storer on this agreement against the oldest Debt due from the Storer to Viking Self Storage on any agreement in the account.

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

5. Viking Self Storage takes the issue of prompt payment very seriously and has a right of lien. Regardless of Condition 35, if any sum owing to Viking Self Storage is not paid when due, the Storer authorises Viking Self Storage without further notice to: (a) refuse the Storer and its agents access to the Goods, the Unit and the Facility and overlock the Unit until the amount due 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 the Storer 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 Storer acknowledges that (a) Viking Self Storage 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) Viking Self Storage will sell the Goods as if Viking Self Storage was the owner and will pass all rights of ownership in the Goods to the buyer; and (c) if the Storer does not pay fees on the Due Date, the value of any discounts and special offers (including periods of free storage) which the Storer has received will be payable by the Storer in full.

6. On expiry or termination of this Agreement, if the Storer fails to remove all Goods from the Unit, Viking Self Storage 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 Storer 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 Viking Self Storage sells or disposes of the Goods, it will give the Storer notice in writing directing the Storer to pay (if the Storer 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 Storer to Viking Self Storage in writing or by email only if you have elected not to receive traditional mail. If no address within the UK has been provided, Viking Self Storage will use any land or email address it holds for the Storer and any Alternative Contact Person. If the Storer fails to pay the Debt and/or collect the Goods (as appropriate) Viking Self Storage will access the Unit and begin the process to sell or dispose of the Goods. The Storer consents to and authorises the sale or disposal of all Goods without further notice regardless of their nature or value. Viking Self Storage will sell the Goods for the best price reasonably available in the open market, taking into account the costs of sale. Viking Self Storage 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.

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 Storer must pay Viking Self Storage the balance within 7 days of a written demand from Viking Self Storage. Viking Self Storage 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 Storer, Viking Self Storage will hold the balance for the Storer but no interest will accrue on it.

9. If, in the opinion of Viking Self Storage and entirely at the discretion of Viking Self Storage, a defaulting Storer'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 Storer authorises Viking Self Storage to treat the Goods as abandoned and Viking Self Storage may dispose of all Goods by any means at the Storer's expense. Viking Self Storage may dispose of the Storer'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 Viking Self Storage, severely damaged, of no commercial value, or dangerous to persons or property. Viking Self Storage does not need the prior approval of the Storer to take this action but will send Notice to the Storer within 7 days of assessing the goods

10. Any items left unattended in common areas or outside the Storer's Unit at any time may at Viking Self Storage's discretion be moved, sold or disposed of immediately with no liability to Viking Self Storage.

### ACCESS:

11. The Storer has the right to access the Unit during Access Hours as posted by Viking Self Storage and subject to the terms of this Agreement. Viking Self Storage 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 Storer or others authorised or accompanied by the Storer (**its Agents**) may access the Unit. The Storer is responsible for and liable to Viking Self Storage and other users of the Facility for its own actions and those of its Agents. Viking Self Storage may (but is not obliged to) require proof of identity from the Storer or any other person at any time and, at Viking Self Storage's sole discretion, may refuse access to any person who is unable to produce satisfactory proof.

13. Viking Self Storage may refuse the Storer access to the Unit and/or the Facility where moneys are owing by the Storer to Viking Self Storage, whether or not a formal demand for payment has been made, or if Viking Self Storage 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 Storer should not leave a key with or permit access to the Unit to any person other than its own Agent who is responsible to the Storer and subject to its control. If the Storer does so, it does so at its own risk.

15. The Storer authorises Viking Self Storage and its agents and contractors to enter the Unit 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 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 Viking Self Storage believes the Unit is being used to store prohibited goods or for a prohibited purpose; or if Viking Self Storage 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 Viking Self Storage's lien or power of sale or disposal in accordance with this Agreement.

### CONDITIONS:

16. The Storer will be solely responsible for providing a secure padlock for the Unit and ensuring it is locked so as to be secure from unauthorised entry at all times when the Storer is not in the Unit. Viking Self Storage will not be responsible for locking any unlocked Unit. The Storer is not permitted to apply a padlock to the Unit in Viking Self Storage's overlocking position and Viking Self Storage may have any such padlock forcefully cut off at the Storer's expense.

17. The Storer 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; (i) currency, deeds and securities; and (j) items which are unique in nature and/or where the value to the Storer cannot be assessed on a financial basis. The Storer will be liable under Condition 28 for any breach of this Condition 17.

18. The Storer 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 Viking Self Storage 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 Viking Self Storage 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 Viking Self Storage; 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.

19. The Storer 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, Viking Self Storage will be entitled to retain the Deposit, charge a Cleaning Fee, and/or claim full reimbursement from the Storer of the reasonable costs of repairs, replacement, restoration, proper compensation or disposal of refuse.

20. The Storer must (and ensure that its Agents must) use reasonable care on site and have respect for the Facility and other unit users, inform Viking Self Storage of any damage or defect immediately it is discovered and comply with the reasonable directions of Viking Self Storage's employees, agents and contractors and any other regulations for the use, safety and security of the Facility as Viking Self Storage shall issue periodically.

21. This Agreement does not confer on the Storer any right to exclusive possession of the Unit and Viking Self Storage reserves the right to relocate the Storer to another Unit not smaller than the current Unit (a) by giving 14 day's notice during which the Storer can elect to terminate their agreement under Condition 35 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, Viking Self Storage will pay the Storer's reasonable costs of removal if approved in writing by Viking Self Storage in advance of removal. If the Storer does not arrange removal by the date specified in Viking Self Storage's notice, then the Storer authorises Viking Self Storage and its agents to enter Unit acting as the Storer's agents and at the Storer's risk (except for damage caused willfully 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 Unit number but otherwise continues in full force and effect at the rate in force for the original Unit at the time of the removal.

22 The Storer 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. Viking Self Storage makes no warranty or representation that any unit is suitable for any particular goods and accepts no liability in this regard.

23 Viking Self Storage may refuse to permit the Storer to store any Goods or require the Storer 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 Storer must give Notice to Viking Self Storage in writing of the change of address, phone numbers or email address of the Storer or the Alternate Contact within 48 hours of any change. The Storer agrees Viking Self Storage is entitled to discuss any default by the Storer with their nominated Alternate Contact.

#### **RISK AND RESPONSIBILITY:**

25. Viking Self Storage will not be liable for any loss or damages suffered by the Storer resulting from an inability to access the Facility or the Unit, regardless of the cause.

26. The Goods are stored at the sole risk and responsibility of the Storer 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. Viking Self Storage excludes all liability in respect of (a) loss or damage to the Storer's business, if any, including consequential loss, lost profits or business interruption; (b) loss of or damage to Goods or any claim for return of the Storage Fees except where this results from Viking Self Storage's negligence or breach of contract, in which case Viking Self Storage's liability will be limited to the sum of £100 in total. Viking Self Storage does not exclude liability for physical injury to or the death of any person and which is a direct result of negligence or willful default on the part of Viking Self Storage, its agents and/or employees.

27 Viking Self Storage does not automatically insure the Goods and it is a condition of this Agreement that the Goods remain adequately insured at all times for their Replacement Value (as set out on the cover sheet) while they are in storage. The Storer 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. Viking Self Storage does not give any advice concerning insurance cover given by any policy and the Storer must make its own judgment as to adequacy of cover even when facilitated by Viking Self Storage. Inspection of any insurance documents provided by the Storer to demonstrate cover does not mean Viking Self Storage has approved the cover or confirmed it is sufficient.

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

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

30. If Viking Self Storage has reason to believe that the Storer is not complying with all relevant laws Viking Self Storage 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 Storer's expense. The Storer agrees that Viking Self Storage may take such action at any time even though Viking Self Storage could have acted earlier.

31. In respect of circumstances outside Viking Self Storage's reasonable control, Viking Self Storage 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 Unit or the Facility by, or arrest or seizure or confiscation of Goods by, competent authorities. If this happens, Viking Self Storage will not be responsible for failing to allow access to the Goods, Unit and/or the Facility for so long as the circumstances continue. Viking Self Storage will try to minimise any effects arising from such circumstances.

#### **PERSONAL INFORMATION**

32. Viking Self Storage collects information about the Storer on registration and whilst this Agreement continues, including personal data (Data). Viking Self Storage processes Data in accordance with the General Data Protection Regulation and all associated laws. Viking Self Storage uses Data to process payments, communicate with the Storer and generally maintain the Storer's account, to comply with its legal obligations and for its legitimate business interests. Viking Self Storage may share Data with, and collect Data from, credit reference or fraud prevention agencies and trade associations of which Viking Self Storage is a member. If the Storer does not pay Fees when due, Viking Self Storage may share Data with debt collection agents. If the Storer applies for Viking Self Storage's insurance, Viking Self Storage 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. Viking Self Storage 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 it considers the security of any unit at the Facility or its contents may otherwise be put at risk. Also, if Viking Self Storage 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 Viking Self Storage'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 Viking Self Storage holds on them, to request that inaccurate Data is rectified, to restrict how Data is used and in certain circumstances to have Data deleted. Requests for any of these should be emailed or sent to the addresses on the cover sheet to our Data Compliance Manager. More details on how Viking Self Storage uses Data and the Storer's rights in relation to Data are set out in Viking Self Storage's Privacy Notice which can be viewed on its website or provided on request.

33. If the Storer gives consent, Viking Self Storage will use Data for feedback purposes, including to provide the Storer with information on products or services provided by Viking Self Storage in response to requests from the Storer or if Viking Self Storage believes they may be of interest. The Storer's choice with regard to the relevant use of Data is indicated in the cover sheet and can be changed at any time by the Storer contacting Viking Self Storage.

#### **NOTICE :**

34. Notices to be given by Viking Self Storage or the Storer must be in writing and must either be delivered by hand or sent by pre-paid post. Viking Self Storage may also give Notice to the Storer by SMS or email if the Storer 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 SMS or 48 hours after posting. Notices from Viking Self Storage to the Storer will be sent to the address on the cover sheet or the most recent address in England notified to Viking Self Storage. In the event of not being able to contact the Storer at the last notified address or other contact including SMS or email, Notice is deemed to have been given to the Storer if Viking Self Storage serves that Notice on the Alternate Contact as identified on the front of this Agreement at the last notified address or other contact including SMS or email of the Alternate Contact. Any notice from the Storer must be sent to Viking Self Storage at the address on the cover sheet. In the event that there is more than one Storer, Notice to or by any single Storer 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 Storer or a breach of this Agreement (which, if it can be put right, the Storer has failed to put right within 14 days of notice from Viking Self Storage to do so), Viking Self Storage may terminate the Agreement immediately by Notice. Viking Self Storage 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 Storer. The Storer 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 Viking Self Storage. In the event that Goods and/or refuse are left in the Unit after the Termination Date, Conditions 6 and 19 will apply. The Storer must pay any outstanding Storage Fees and any expenses on default or any other moneys owed to Viking Self Storage up to the Termination Date, or Conditions 5 to 9 may apply. Any calculation of the outstanding fees will be by Viking Self Storage. If Viking Self Storage enters the Unit for any reason and there are no Goods stored in it, Viking Self Storage may terminate the Agreement without giving prior Notice but will send Notice to the Storer within 7 days.

36. The Storer agrees to examine the Goods carefully on removal from the Unit and must notify Viking Self Storage 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. Viking Self Storage 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 the Storer in writing. The modified terms will take effect on the first Due Date occurring not less than 28 days after the date of Viking Self Storage's notice. The Storer may terminate without charge before the change takes effect by giving notice in accordance with Condition 35. Otherwise, the Storer's continued use of the Unit will be considered as acceptance of and agreement to the amended terms.

39. The Storer acknowledges and agrees that: (a) the terms of this document constitute the whole contract with Viking Self Storage and, in entering this contract, the Storer 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 Viking Self Storage and Viking Self Storage has, prior to the Storer entering into this Agreement, answered all such queries to the satisfaction of the Storer; (c) any matters resulting from such queries have, to the extent required by the Storer and agreed to by Viking Self Storage, been reduced to writing and incorporated into the terms of this Agreement; (d) if Viking Self Storage decides not to exercise or enforce any right that it has against the Storer at a particular time, then this does not prevent Viking Self Storage from later deciding to exercise or enforce that right unless Viking Self Storage tells the Storer in writing that Viking Self Storage has waived or given up its ability to do so; (e) it is not intended that anyone other than the Storer and Viking Self Storage 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 Storer 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 the Storer 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.