

**Red Sail Self Storage Limited - Terms & Conditions - Version 3 – April 2023**

Red Sail Self Storage is a limited liability company.

Our operating and registered address is:

Blackwater Farm Office, Lee Wick Lane, St. Osyth, Clacton on Sea, Essex, CO16 8ES

Registered company number 13933641

VAT No. 403 7274 17

Our contact details are:

Telephone: 01255 823031

Email: redsailselfstorage@gmail.com

All payments for storage must be made by bank transfer quoting your booking reference

Our bank details for payment are:

Bank: Tide Bank

Account number: 18819400

Sort code: 04-06-05

Account name: Red Sail Self Storage Ltd

**We only accept payment in GB Pounds**

**Storage rental is payable in 4-weekly payments in advance, twelve weekly in advance or twenty six weekly in advance dependant on the discount level you opt for.**

**How to end your agreement with us:**

We ask that you give us as much notice as possible of your intention to vacate and a minimum of two weeks.

Deposit refunds upon **‘checking out’** of your unit are subject to further terms as outlined below

## Terms and Conditions of a Licence to Store Goods

1. In these terms and conditions, the following words have the following meanings:-

Access Hours	the hours we permit access to the Container
This Agreement	these terms and conditions and the information provided in your confirmation email
Commencement Date	the date specified in your confirmation email
Deposit	the amount specified in your confirmation email
Due Date	the date specified in your confirmation email and the corresponding date in each period specified in your confirmation email or the previous business day if the Due Date falls on a Saturday, Sunday or public holiday.
The Goods	anything you store in the Container at any time during this Agreement
Our Fees	the amount specified in your confirmation email which includes VAT at the prevailing rate.
Prompt Payment	In respect of payment of each and every sum due under this Agreement, payment on the Due Date or within two working days afterwards.
Site	The premises on which the Container is situated – this is specifically the area accessed by the gate with the Red Sail Self Storage sign on. No access at any time is permitted to the adjoining farm yard
Termination Date	the date specified in your confirmation email or the date of

termination of this Agreement in accordance with Condition **26** or **27**

Container            the storage container specified in your confirmation email or any alternative storage container we may specify under Condition **11**

We, us, our        the storage provider Red Sail Self Storage

You, your         the customer named in the confirmation email

2. So long as Our Fees are paid up to date, we license You but no other person
  - to use the Container for the storage of Goods in the Container in accordance with this Agreement from the Commencement Date until this Agreement is terminated; and
  - to have access to the Container at any time during the Access Hours only for the purposes of depositing, removing, substituting or inspecting the Goods and your regular inspection of the Container for damage or unsuitability for the Goods. No access to the Container will be permitted for any other purposes or outside Access Hours. We will try to provide advance warning of changes in Access Hours by notices on Site, but we reserve the right to change Access Hours to other reasonable access times at any time without giving any prior notice.
  
3. Only You and persons authorised in writing or accompanied by You will be allowed to have access to the Container. Any such person is your agent for whose actions You are responsible and liable to us and to other users of containers on the Site. You may withdraw any authorisation at any time but the withdrawal will not be effective until we receive it in writing. We may ask for proof of identity from You or any other person at any time (although we are not obliged by this Agreement or otherwise to do so) and we may refuse access to any person (including You) who is unable to provide satisfactory proof of identity. We may refuse You or your agents access at any time if we consider in our sole discretion that the safety of any person on the Site, or the security of the Container or its contents, or other containers or their contents will be put at risk.
  
4. You must ensure that the Container is locked so as to be secure from unauthorised entry at all times when You are not in the Container. We will not be responsible for locking any unlocked Container. You should not leave your key with or permit access to your Container to any person other than your own agent who is responsible to You and subject to your control and if You do so, You do so at your own risk whether or not any such person is our employee or agent. We do not accept any

liability for any person including our employee or agent holding your key and having access to your Container and any such person acts as your agent only.

5. You will permit us and our agents and contractors to enter the Container and if necessary we may break the lock to gain entry:-
  - if we give You not less than seven days' notice so that we may inspect the Container or carry out repairs, maintenance and alterations to it or any other container or part of the Site;
  - at any time without notifying You:-
    - if we reasonably believe that the Container contains any items described in Condition 8 or is being used in breach of Condition 9 or such entry is effected incidental to the exercise of our powers pursuant to Condition 18;
    - if we are required to do so by the Police, Fire Services, Local Authority or by a Court Order;
    - for any purpose including that in Condition 1, if we believe it is necessary in an emergency;
    - to obtain access in accordance with Conditions 11 and 18;
    - to prevent injury or damage to persons or property; or
    - for the purpose of ascertaining whether the Container contains any items described in Condition 8 or if we reasonably consider that such entry is necessary to ascertain whether action needs to be taken to prevent injury or damage to persons or property.
6. You warrant that throughout this Agreement, the Goods in the Container from time to time are your own property or that the person who owns or has an interest in them has given You irrevocable authority to store the Goods in the Container on the terms and conditions in this Agreement and that You act as a duly authorised agent of any such person. You indemnify us against any loss or damage suffered by us for breach of this warranty including against any loss, damage or expenses incurred by us (including any reasonably incurred legal fees) arising from any step or action taken by any person who owns or has an interest in the Goods.
7. We reserve the right to refuse to permit You to store any Goods or require You to collect any Goods from the Container if in our opinion the safety of any person on the Site, or the security of the Container or its contents, or other containers or their contents would be put at risk by the storage or continued storage of any such Goods.
8. You must not store (and You must not allow any other person to store) any of the following in the Container:-
  - food or perishable goods unless securely packed so that they are protected from and do not attract vermin;

- birds, fish, animals or any other living creatures;
- combustible or flammable materials or liquids such as gas, paint, petrol, oil or cleaning solvents;
- firearms, explosives, weapons or ammunition;
- chemicals, radioactive materials, biological agents;
- toxic waste, asbestos or other materials of a potentially dangerous nature;
- any item which emits any fumes, smell or odour;
- any illegal substances, illegal items or goods illegally obtained;
- compressed gases.

9. You must not (and You must not allow any other person to):-

- use the Container or do anything on the Site or in the Container which may be a nuisance to us or the users of any other container or any person on the Site;
- do anything on the Site or in the Container which may invalidate any of our insurance policies or those of other container users or increase the premiums payable on them;
- use the Container as offices or living accommodation or as a home or business address and not use the address of the Site or the Container for receiving or sending mail;
- spray paint or do any mechanical work of any kind in the Container;
- attach anything to the internal or external surfaces of the Container or make any alteration to the Container;
- allow any liquid, substance, smell or odour to escape from the Container or any noise to be audible or vibration to be felt outside the Container;
- cause any damage to the Container or any other container or the Site or its facilities or to the property of us or any other container users or other persons on the Site and if You cause any damage You must (at our option) repair, restore or replace such damage or item or reimburse the costs of making necessary repairs, restoration or replacement or make proper compensation;
- leave anything in or cause any obstruction or undue hindrance in any passageway, stairway, service area or other part of the Site and You must at all times exercise courtesy to others and reasonable care for your own safety and that of others in using these areas.
- connect or provide any utilities or services to the container.

10. You must (and You shall procure that your agents must):-

- use reasonable care when on the Site or in the Container and take all reasonable care in respect of the Container, the Site, and the property of us or any other container users or other persons on the Site;
- inform us immediately of any damage or defect to the Container;
- comply with the reasonable directions of any of our employees, agents and contractors at the Site and any further regulations for the use, safety and security of the Container and the Site which we may issue from time to time.

11. You must (and You shall procure that your agents must):-
  - use reasonable care when on the Site or in the Container and take all reasonable care in respect of the Container, the Site, and the property of us or any other container users or other persons on the Site;
  - inform us immediately of any damage or defect to the Container;
  - comply with the reasonable directions of any of our employees, agents and contractors at the Site and any further regulations for the use safety and security of the Container and the Site which we may issue from time to time.
  
12. This Agreement shall not confer on You any right to exclusive possession of the Container.
  - We may at any time by giving You seven days' written notice require You to remove the Goods from the Container to another container specified by us which shall not be smaller than the current Container.
  - We agree to pay your reasonable costs of removal which have been approved in writing by us in advance of the removal.
  - If You do not arrange the removal of Goods to the alternative container by the date specified in our notice, we and our agents and contractors may enter the Container and do so. In doing so, we and our agents and contractors will act as your agent and the removal will be at your risk (except for loss or damage caused wilfully or negligently by us and our agents and contractors, subject to the aggregate limit of our liability contained in Condition 21).
  - If the Goods are moved to an alternative container, this Agreement will be varied by the substitution of the alternative container number but shall otherwise continue in full force and effect and Our Fees at the rate set out in your confirmation email will continue to apply to your use of the alternative container.
  
13. You must pay us Our Fees for the minimum period of storage on signature of this Agreement and thereafter must pay Our Fees on the Due Date.
  
14. We may alter Our Fees at any time by giving You written notice and the new Fees shall take effect on the first Due Date occurring not less than four weeks after the date of our notice.
  
15. If You do not pay Our Fees on the Due Date, You must pay us an administrative charge for late payment which is the larger of 10 per cent of Our Fees or £10.

16. Additionally, on each occasion any payment is dishonoured, at our option You must pay us an administrative charge of £10.
17. Additionally, You must pay us interest on all amounts overdue for payment from You at the rate of 5% above the Bank of England base rate, calculated from the date when payment becomes due up to and including the date of actual payment including all accrued interest, whether before or after judgment, and whether or not we exercise the right of sale under this Agreement.
18. You must pay us the Deposit on your acceptance by email of this Agreement. The Deposit will be returned to You (without interest) after this Agreement terminates less any amount we may in our sole discretion deduct to cover:-
- any breach of Condition 7;
  - any of Our Fees which have not been paid or any unpaid removal or other charges; or
  - any other obligation to us that You have not performed.
19. The Prompt Payment of each and every sum (including interest) whether invoiced or not, owing from You to us from time to time under this Agreement or any other agreement between You and us (in this Condition, called “Your Debt”) is of the essence of this Agreement.
- The terms of this Condition are additional to and without prejudice to all or any rights we may have at common law or otherwise.
  - In default of Prompt Payment of Your Debt,
    - we are relieved of any duty howsoever arising in respect of the Goods; and
    - the Goods are held solely at Your risk and we shall be able to immediately exercise the lien described below.
  - We have a lien over the Goods for Your Debt until payment of Your Debt in full has been received by us by bank transfer only and after this lien becomes exercisable by us, the following Conditions shall apply.
  - You shall pay us fees and charges at the same rates as under this Agreement and if this Agreement has been terminated, the relevant rate at which such fees and charges will be payable by You will be the rate which was payable immediately prior to termination; and
  - In default of Prompt Payment of Your Debt, You authorise us;-
    - to refuse You and your agents access to the Goods, the Container and the Site;
    - to enter the Container and inspect and remove the Goods to another container or Site;
    - to hold onto and/or ultimately dispose of some or all of the Goods.

- In the event that Your Debt is not paid promptly or You fail to collect the Goods after we have required You to collect them or upon expiry or termination of this Agreement, we may, sell the Goods and pass all ownership to them and use the proceeds of sale to pay first the costs incurred by us in the sale and removal, and secondly in paying Your Debt and to hold any balance for You. Interest will not accrue to You on the balance.
  - If the proceeds of sale are insufficient to discharge all or any part of the costs of sale incurred by us and Your Debt, You must pay any balance outstanding to us within seven days of a written demand from us which will set out the balance remaining due to us after the net proceeds of sale have been credited to You. Interest will continue to accrue on Your Debt until payment has been made.
  - Before we sell the Goods, we will give You notice in writing by registered or recorded delivery post at your address provided by you to us or any address in England and Wales notified by You to us in writing prior to our notice, specifying any particulars that we have of the Goods, the amount of Your Debt at the date of the notice (and, in our sole discretion, specifying any amount by which Your Debt is increasing after the date of that notice) and directing You to pay and that in default of payment within two months after the date of the notice, we will sell the Goods. We do not agree to give You any further notice of any intended sale.
  - We will sell the Goods by the best method(s) reasonably available to achieve the best selling price reasonably obtainable in the open market, taking into account the costs of sale.
  - If the Goods cannot reasonably and economically be sold (for any reason whatsoever), or they remain unsold despite Our efforts, You authorise us to treat them as abandoned by You and to destroy or otherwise dispose of them at your cost.
20. Because the nature and type of goods being stored by You from time to time is entirely within your discretion (subject to Condition 8 and 9) You must ensure that the Container is suitable for the storage of the goods that You store or intend to store in it. We do not warrant or represent that any container allocated to You is a suitable place or means of storage for any particular goods. We strongly advise You to inspect the Container before storing Goods in the Container and from time to time throughout the period of this Agreement.
21. In the event that You do not pay any Fees or charge, the Goods are left in the Container at your sole risk. We exclude any liability in respect of the Goods when payment of Our Fees or charges is overdue and exclude any duty of care howsoever arising.



22. We DO NOT INSURE YOUR GOODS and the following applies to the storage of goods on our premises in the storage container provided:
- Storage of Goods in the Container is at your sole risk.
  - You warrant to us as follows:
    - that prior to bringing the Goods onto the Site you have insured or will insure the Goods against all normal perils under a valid contract of insurance with a reputable insurance company for their full replacement value and will not cause or allow that insurance cover to lapse whilst the Goods or any of them remain on the Site; and
    - that the insurance cover will not be for a sum which is lower than the replacement value of the Goods stored in the Container from time to time.
  - We are not liable and you indemnify us against all liability in respect of loss or damage relating to Your business, if any, including consequential loss, lost profits or business interruption, and all liability in respect of loss or damage to the Goods caused by Normal Perils, including as a result of negligence by us, our agents and/or employees.
  - Normal Perils in this Condition mean loss of or damage to Goods caused by fire, lightning, explosion, earthquake, aircraft, storm, flood, bursting &/or leaking pipes, theft accompanied by forcible and violent entry or exit, riot, strike, civil commotion, malicious damage, and impact by vehicles.
23. We do not exclude liability for physical injury to or the death of any person and which is a direct result of our negligence or wilful default or that of our agents and/or employees.
24. You will indemnify us against all claims, demands, liabilities, damages, costs and expenses incurred by us or by any of our servants, agents or other container users or persons on the Site which arise out of the use of the Container or the Site by You or any of your servants, agents or invitees or arise out of the breach of this Agreement by You.
25. In the event of circumstances which are outside our reasonable control and their consequences, we do not agree and are not obliged by this Agreement to maintain the safety or security of the Goods, the Container or the Site in order to keep the Goods free from damage or loss. Neither You nor we shall have any liability under or be deemed to be in breach of this Agreement for any delay or failure in performance of this Agreement which results from circumstances beyond the reasonable control of that party. 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 container including the Container or the Site by, or arrest or seizure or confiscation of Goods by competent authorities.

26. This Agreement shall expire on the Termination Date or as described in Condition **27**.
27. Either You or we may terminate this Agreement:-  
by giving not less than fourteen days' written notice to the other ending on any Due Date and termination will take effect from that Due Date, which shall be the Termination Date; or  
immediately by giving written notice to the other if it commits a serious breach of any term of this Agreement and (in the case of a breach capable of being remedied) shall have failed within 15 days after service of a notice to do so, to remedy the breach. Serious breach includes a failure by You to pay all Our Fees and other charges due to us under this Agreement. The Termination Date shall be the date the notice is effectively served on You in accordance with Condition **39**.
28. Immediately on the Termination Date, You must remove all goods from the Container and leave the Container clean and tidy and in the same condition as at the Commencement Date. If You do not do so, You shall pay our costs of cleaning the Container or disposing of any goods or rubbish left in the Container or on the Site. In default of Prompt Payment of our Fees and any payments due to us under this Agreement, we are relieved of any duty howsoever arising in respect of the Goods and they are held solely at your risk. We may treat Goods remaining in the Container after the Termination Date as abandoned and may dispose of them in accordance with Condition **6** and **18**.
29. Where this Agreement has terminated and You have paid more of Our Fees and charges than are due at the Termination Date, we will refund the balance to You after deduction of any payments due to us as if the balance were a Deposit under Condition **17**. No interest will accrue on any money held by us for You. Where any payments are still outstanding from You, You must pay us in full including any outstanding interest before we will release the Goods to You.
30. You agree to examine the Goods carefully upon removing them from the Container and must tell us about any loss or damage to the Goods as soon as is reasonably possible after doing so.

31. Any delay by us in exercising any of our rights under this Agreement will not affect our rights or be a waiver of those rights, nor will any partial exercise of any right exclude a further exercise of that right
32. Every provision in this Agreement is severable and distinct from every other provision and if at any time one or more of such provisions is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not be affected in any way.
33. This Agreement can only be varied in writing and signed by one of our directors. None of our other employees or agents has any authority to vary this Agreement on our behalf whether orally or in writing or to make any representation of fact that is or may be inconsistent with the terms of this Agreement.
34. You may not assign any of your rights under this Agreement or part with possession of the Container or Goods whilst they are on the Site to any other person, firm or company and a breach of this Condition is a serious breach under Condition 2.
35. You agree that it is not the intent of this Agreement to confer any rights on any third parties by virtue of this Agreement and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.
36. This Agreement shall be governed by English law and You and we submit to the exclusive jurisdiction of the English courts.
37. This Agreement shall not create a tenancy or constitute us as bailees of Goods.
38. Where You are two or more persons your obligations under this Agreement shall be obligations of each of you separately.
39. Any notice given under this Agreement must be in writing and may be served by personal delivery to the person notified or its address or by pre-paid post. Your address for service of notices shall be your address written in your confirmation email or any other address in England which You have previously notified to us in

writing. Any notice to You will also be sent to any owner (whether sole, joint, or co-owners) the name and address of whom we have been previously notified by You. Any notice to us must be sent to our address provided in your confirmation email. A notice will be served at the time of personal delivery or forty-eight hours after it has been placed in the post.

40. For all bookings we require site of photographic Identification (ideally a valid UK Drivers Licence and a utility bill (not less than two months old) both items we will take photocopies or scans of and retain for the duration of your booking with us.
41. All padlocks and keys provided for the securing of the storage container must be returned to us at the Termination of the Agreement. No copies of keys should be made under any circumstances. Should storage container padlock keys be lost, You must report this to us immediately. We will provide a replacement. You may be charged for lost keys.
42. Before taking any court proceedings for anything arising out of this Agreement (apart from emergency court proceedings), the complaining party shall inform the other person in writing of the dispute in as much detail as possible and You and we agree to try informal conciliation within twenty business days of the notice of the dispute. If the dispute cannot be resolved, You and we agree to use the Centre for Alternative Dispute Solution to try to resolve the dispute amicably by using an Alternative Dispute Resolution procedure before taking any other step. If the dispute is not resolved to mutual satisfaction within 90 days after notice of the dispute has been given, You or we may submit the dispute to the Court. This Condition does not affect the right of either You or us to terminate this Agreement.