

THESE TERMS AND CONDITIONS APPLY EXCLUSIVELY TO OUR SUPPLY OF OUR COMMERCIAL STORAGE SERVICES

BY SIGNING THESE TERMS AND CONDITIONS YOU ACKNOWLEDGE THAT YOU HAVE RECEIVED THEM AND AGREE TO COMPLY WITH THEM

For and on behalf of Customer	
Print Name	
Date	

1. THESE TERMS

- 1.1 **What is the “Contract”.** When we refer to the “**Contract**” in these Terms and Conditions (“**Terms**”) we are referring to these Terms and the attached Contract Form (“**Form**”).
- 1.2 **These Terms apply to the Contract** to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2. HOW TO CONTACT US

- 2.1 **How to contact us.** You can contact us by telephoning our consumer service team at 01592 775201 or by writing to us at:

Email Address: info@cristalselfstorage.co.uk
Postal Address: Cristal Self Storage Limited, Cable Road, Viewfield Industrial Estate, Glenrothes, Fife, KY6 2SY (“**Premises**”).

3. PROVIDING THE SERVICES

- 3.1 **When we will provide the Services.** We will supply the Services to you from the Entry Date for the Contract Duration set out in the Form until and unless either you or we end the Contract. Following the Expiry Date set out in the Form, the Contract shall continue on a monthly basis, on the terms of the Contract, thereafter until terminated by either you or we ending the Contract.
- 3.2 **The Services.** We will:
- (a) provide commercial storage services (“**Services**”) under the terms of the Contract:
 - (b) take reasonable steps to ensure the Unit is wind and watertight on the Entry Date; and
 - (c) take reasonable steps to secure our Premises from unauthorised access.

3.3 **We can enter your Unit:**

- (a) at any time without notifying you (noting that this may require that we may have to break your padlock to gain access) in the following circumstances:
 - (i) If we believe that your Unit contains Prohibited Items or is being used in breach of the Contract;
 - (ii) If we are required to do so by the Police, Fire Services, Local Authority, other governmental authority or by a Court Order;
 - (iii) If we believe it is necessary in an emergency;
 - (iv) To prevent injury or damage to persons or our (or any other person's) property; or
 - (v) (If we are of the opinion that any of the above apply) for the purposes of ascertaining any of the above; or
 - (vi) To obtain access in accordance with clause 10.
- (b) Otherwise, if we give you not less than five days' notice, so that we may inspect it or carry out repairs, maintenance and alterations to the Unit or any other purpose.

3.4 **We are not responsible for delays outside our control.**

3.5 **We may have to suspend the Services if it is reasonable for us to do so.**

4. **YOUR UNDERTAKINGS**

4.1 **Use.** You may only use the storage unit stated on your Form ("Unit") for storage and not for any other purpose (including but not limited to trade, business and commercial purposes).

4.2 **You must at all times exercise courtesy to others when on our Premises.**

4.3 **Prohibited Activities.** You must not (and you must not allow any other person to):

- (a) Spray paint or do any mechanical work or any kind in the Unit;
- (b) Attach anything to the walls, ceiling, floors or doors of the Unit or make any alteration to the Unit;
- (c) Cause any damage to:
 - (i) the Unit;

- (ii) any other unit on our Premises;
 - (iii) any of the facilities on our Premises;
 - (iv) to the Premises; or
 - (v) or to the property and possessions of any of our other customers,
- (d) Use the Unit or do anything on our Premises or in the Unit which may be a nuisance to us or to the users of any other storage unit (such as causing any obstruction or undue hindrance in any passageway, stairway, service area or any other part of our Premises;
- (e) Allow any liquid, substance, smell or odour to escape from the Unit or any noise to be audible or vibration to be felt outside the Unit; or
- (f) Connect any electrical appliances to any power supply in the Unit.

4.4 **If you are responsible for any Prohibited Activity** you must (at our option) repair, restore, or replace such damage item or reimburse our costs in making necessary repairs, restoration or replacement.

4.5 **Prohibited Items.** You must not store (and you must not allow any other person to store) any of the following ("**Prohibited Items**") in the Unit:

- (a) Food or perishable goods unless securely packed so that they are protected from vermin;
- (b) Animals;
- (c) Combustible or flammable materials or liquids (including paint, petrol, oil or cleaning solvents);
- (d) Explosives, weapons or ammunition;
- (e) Chemicals, radioactive materials, biological agents;
- (f) Toxic waste, asbestos or other materials of a dangerous nature;
- (g) Any item which emits any fumes, smell or odour;
- (h) Any money, coins, precious stones, jewellery, antiques or fine art;
- (i) Any illegal substances, illegal items or goods illegally obtained; or
- (j) Compressed gases.

4.6 **You must inspect the Unit** to ensure that the Unit is suitable for the storage of the goods ("**Goods**") that you store or intend to store in it. We do not promise to you in any way that the Unit

allocated to you is a suitable place or means of storage for any particular type of Goods. We strongly advise you to inspect the Unit before storing Goods in the Unit and from time to time throughout the period of the Contract.

- 4.7 **You must provide a padlock** and ensure that the Unit is locked at all times when you are not in attendance.
- 4.8 **You confirm that own the Goods** that you are storing in the Unit (or the person who owns or has an interest in them has given authority to you to store them in the Unit).
- 4.9 **We do not insure your Goods whilst in the Unit.** Storage of Goods in the Unit is at your own risk and you must insure them at their full replacement value.
- 4.10 **Who can access your Unit.** Subject to our rights under the Contract to access your Unit, only you and persons authorised in writing or accompanied by you will be allowed to have access to your Unit. You are responsible for the actions of any such person authorised by you. On, or prior to, the entry date set out on the Form ("**Entry Date**"), you shall provide us with satisfactory proof of identity for both you and any person authorised by you. We shall be entitled to take a copy of such proof and retain it on our files. You may withdraw any authorisation at any time but the withdrawal will not be effective until we receive it in writing. When using the Premises, we may ask for proof of identity from you or any other person at any time (although we are not obliged to do so) for the purpose of cross-checking this with our files. We may refuse access to any person (including you) who is unable to provide satisfactory proof of identity. We may refuse you or any person authorised by you access at any time if we reasonably consider that the safety of any person on the Premises, or the security of the Unit or its contents, or other units or their contents, will be put at risk.
- 4.11 **You must inform us immediately of any damage** referred to in clause 4.3(c) above.
- 4.12 **You must comply with the instructions of any of our employees** (or agents) when you are at our Premises. This is to ensure the health and safety of our employees, customers and property (and the property of our other customers).
- 4.13 **On termination of the Contract**, (and subject to our rights under clause 10) you must remove all Goods from the Unit and leave the Unit clean and tidy and in the same condition as at the Entry Date. We may charge you if we have to repair any damage or clean the Unit or dispose of any Goods or rubbish left in the Unit or on the Premises. We may treat any Goods remaining in the Unit after termination as abandoned and may sell, appropriate or dispose of them in accordance with clause 10.

5. WHEN CAN YOU ACCESS THE UNIT

- 5.1 **You are permitted to access your Unit at any time during the access hours** set out as posted on signs on the Premises ("**Access Hours**"). We may change the Access Hours from time to time.
- 5.2 **We reserve the right to refuse your access to the Unit** if in our reasonable opinion, the safety of any person on the Premises, or the security of the Unit or its contents, or other units or their contents, would be put at risk by the storage or continued storage of any such Goods.

6. YOUR RIGHTS TO END THE CONTRACT

6.1 **What happens if you have good reason for ending the Contract.** If you are ending the Contract for a reason set out at (a) to (e) below, the Contract will end immediately and we will refund you in full for any Services which have not been provided. The relevant reasons are:

- (a) we have told you about an upcoming change to the Contract which you do not agree to;
- (b) there is a risk the Services may be significantly delayed because of events outside our control;
- (c) we suspend the Services for technical reasons, or notify you are going to suspend them for technical reasons, in each case for a period of more than 3 months; or
- (d) you have a legal right to end the Contract because of something we have done wrong.

6.2 **What happens if you end the Contract without a good reason.** Unless you have a right to end the Contract immediately under clause 6.1, you may notify us that you wish to end the Contract. In this case, the Contract will not end until the next Due Date following a 14 day period after the day on which you contact us. We will refund any advance payment you have made for Services which will not be provided to you. For example, if the Due Date on your Form is the 6 of the Month and you tell us you want to end the Contract on 4 February, the Services will stop on 6 March. We will only charge you for Services up to 6 March and will refund any sums you have paid in advance for Services after 6 March.

7. OUR RIGHTS TO END THE CONTRACT

7.1 **We may end the Contract if you do not make payment.** We may end the Contract at any time by writing to you if:

- (a) you do not make any payment to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due;
- (b) you take any step or action in connection with your entering administration, provisional liquidation or any composition or arrangement with your creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- (c) in our opinion, you may not be able to fulfil your obligations under the Contract; or
- (d) you otherwise breach the Contract (for instance, by storing a Prohibited Item).

7.2 **You must compensate us if you break the Contract.** If we end the Contract in the situations set out in clause 7.1 we will refund any money you have paid in advance for Services we have not

provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the Contract.

7.3 **We may stop providing the Services.** We may write to you to let you know that we are going to stop providing the Services. We will let you know at least 30 days in advance of our stopping the Services and will refund any sums you have paid in advance for Services which will not be provided.

7.4 **Termination of the Contract shall not affect any rights,** remedies, obligations or liabilities that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

7.5 **Provisions remaining in force.** Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.

8. PRICE AND PAYMENT

8.1 **The price of the Services will be the price set out on the Form.**

8.2 **When you must pay and how you must pay.** Commencing on the Entry Date, we will invoice the monthly fee set out in your Form ("**Fee**") monthly in advance for the Services for the duration set out in the Form. You must pay each Fee by the relevant due date as set out on the Form ("**Due Date**"). We accept payment by cash, standing order and direct debit. Time for payment shall be of the essence of the Contract.

8.3 **No set-off.** All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding.

9. WHAT HAPPENS IN THE EVENT OF THE LATE PAYMENT OR NON-PAYMENT OF OUR FEES.

9.1 **Outstanding Amounts.** If you fail to pay any Fees under the Contract on the relevant Due Date, we shall seek to recover the outstanding sums together with:

- (a) any applicable interest; and
- (b) an administrative charge of £10

("Outstanding Amounts").

9.2 **Administrative Charge.** Additionally, on each occasion any cheque or direct debit or credit card is dishonoured, you must pay us an administrative charge of £10.

10. OUR RIGHTS IN THE EVENT OF LATE PAYMENT / NON-PAYMENT

10.1 **In default of payment of the Fees by the relevant Due Date,** we shall be entitled to:-

- (a) refuse you and any person authorised by you access to the Goods, the Unit and the Premises;
- (b) keep hold of some or all your Goods until we have received payment in full of all Outstanding Amounts;
- (c) exercise immediately the rights described below in clause 10.2 and sell or appropriate such of your Goods as is necessary for us to recover payment of the Outstanding Amounts in full.

10.2 **If we decide to exercise our rights set out in clause 10.1**, you authorise us:-

- (a) to enter the Unit and if necessary to break your padlock to gain entry;
- (b) to lock the Unit with our own lock;
- (c) to remove and retain the Goods; and
- (d) to deal with the Goods in accordance with clause 10.3(b).

10.3 **Our rights to sell, appropriate or dispose of the Goods.**

- (a) Before we sell or appropriate the Goods, we will give you notice in writing, specifying any particulars that we have of the Goods, the Outstanding Amounts and directing you to pay.
- (b) If payment is not made within seven days after the date of the notice, we can sell or (if we choose) appropriate the Goods. We will not give you any further notice of any intended sale.
- (c) We will use the proceeds of any sale to pay first the costs incurred by us in the sale and removal of the Goods, and secondly to discharge the Outstanding Amounts (in the case of any Goods being appropriated, the market value of any such appropriated Goods shall be used reduce first the costs incurred by us in the sale and removal of the Goods, and secondly to discharge the Outstanding Amounts).
- (d) Any balance will be held for you but interest will not accrue to you on this balance.
- (e) If, in our opinion, the Goods cannot be sold for a reasonable price or at all (for any reason whatsoever), or despite our efforts they remain unsold, you authorise us to treat them as abandoned by you and to destroy or otherwise dispose of them at your cost.

10.4 **If the proceeds of sale (and/or value of appropriation) are insufficient** to discharge the costs of sale incurred by us and the Outstanding Amounts without deduction, you must pay any balance outstanding to us within seven days. Interest will continue to accrue on the balance of the Outstanding Amounts until it has been paid in full.

- 10.5 **The Goods are held solely at your risk** and will continue to be at your risk even where rights described in clause 10.1 are exercised.
- 10.6 **You are responsible to Third Parties who own any of the Goods which have sold, appropriated or disposed of.** In the event of the sale, appropriation and/or disposal of Goods under clauses 10.3 or 10.7, as you have confirmed under clause 4.8 that you own the Goods or have authority to store them, it is your responsibility to inform third parties who own any of the Goods that those Goods can / are to be sold, appropriated or disposed of under the Contract and, in the event such a sale, appropriation and /or disposal occurs, we have no responsibility or liability to any such third parties.
- 10.7 **If you have terminated the Contract under clause 6** and there are no Outstanding Amounts but you have left Goods in the Unit, you authorise us to, immediately following termination, sell, appropriate or dispose of the Goods. All sale proceeds resulting from a sale under this clause 10.7 shall belong to us.

11. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

- 11.1 **Liability which cannot be limited.** Nothing in the Contract limits any liability which cannot legally be limited, including liability for:
- (a) death or personal injury caused by negligence; and
 - (b) fraud or fraudulent misrepresentation.
- 11.2 **Liability cap.** Our total liability to you under the Contract shall be limited to the lesser of (i) £5,000 and (ii) 15x the weekly charges for the Unit.
- 11.3 **Our total liability to you** under clause 11.2 includes liability in contract, delict (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract.
- 11.4 **Excluded types of loss.** Under no circumstances shall we be liable to you for the following types of loss:
- (a) Loss of profits.
 - (b) Loss of sales or business.
 - (c) Loss of agreements or contracts.
 - (d) Loss of anticipated savings.
 - (e) Loss of use or corruption of software, data or information.
 - (f) Loss of or damage to goodwill.

(g) Indirect or consequential loss.

11.5 Unless you notify us that you intend to make a claim in respect of an event within the notice period, we shall have no liability for that event. The notice period for an event shall start on the day on which you became, or ought reasonably to have become, aware of the event having occurred and shall expire 1 month from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

11.6 This clause 11 shall survive termination of the Contract.

12. HOW WE MAY USE YOUR PERSONAL INFORMATION

12.1 **We will use the personal information** you provide to us to:

- (a) provide the Services; and
- (b) process your payment for such Services.

12.2 **We will only give your personal information to other third parties where the law either requires or allows us to do so.**

13. OTHER IMPORTANT TERMS

13.1 **The Contract shall not create a lease.**

13.2 **We may transfer our rights and obligations under the Contract to another organisation.**

13.3 **You may only transfer your rights or your obligations under the Contract to another person with our written consent.**

13.4 **This Contract is between you and us.** No other person shall have any rights to enforce any term of the Contract.

13.5 **If a court finds part of this Contract illegal, the rest will continue in force.** Each clause of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

13.6 **The Contract constitutes the entire agreement** between us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter. You and we both acknowledge that in entering into the Contract neither you or we rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. You and we agree that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract.

13.7 **Which laws apply to this Contract and where you may bring legal proceedings.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with Scots law. You and we irrevocably agree that the Scottish courts shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.