

# Antrim Self Storage Solutions

40 Ballyarnot Road, Antrim BT41 4SD

## Terms and Conditions of Agreement

### In this Agreement the following words have the following meaning:

**Antrim Storage:** The trading name of the business providing storage facilities and references thereto include its servants and agents.

**We, Us, Are:** The storage provider, namely Antrim Self Storage, its servants and agents.

**You and Your:** The customer named in the Agreement, including his/her servants and agents.

**Unit:** The steel storage container, plywood unit, internal or external, or part thereof and or any other area sectioned off or designated for storage purposes.

**Premises:** The building and or compound in which the units are contained, and the area used for direct and reasonable access to and from same for the purpose of using the storage facilities in accordance with this Agreement.

**Goods:** Anything You store in the Unit at any time.

- 1. Rental Period:** The duration of the rental shall be for a fixed period as detailed in Your Rental Agreement. You understand that You will be liable for the full amount due whether the unit is in use or not during that period. The initial rental period may be extended for such a term as can be agreed between the parties to this Agreement.
- 2. Payment and Deposit:** Payment shall be made in advance in accordance with Your Rental Agreement.
- 3. Ownership of Goods:** You confirm that You are the owner of the goods being stored and/or have full legal authority to possess and store the goods in accordance with this Agreement.
- 4. Arrears:** If any sum payable under the Agreement is not paid when due, then, in addition to any other rights We may have, We will be entitled to suspend Your access rights to the Unit and the Premises and install a new lock on the Unit until the outstanding amount has been received by Us.

If any sum payable under the Agreement is still outstanding one month after the service of written notice from Us requiring you to pay all outstanding amounts in full, we may at our absolute discretion:

- (a)** recover possession of the Unit and move your Goods to the nearest alternative storage facility available for such purpose and charge You for all reasonable costs incurred in moving and storing Your Goods, together with any repeated costs if we reasonably require to move Your Goods at any time afterwards;
  - (b)** if we still do not hear from You, having given You 14 days further notice, we may at our discretion sell some or all of Your Goods for the best price reasonably available (and pass good title to them) to discharge any outstanding sums due to us and to cover the costs of sale. If the proceeds of sale are insufficient to discharge Your outstanding sums due to Us then You will remain responsible for the balance and we may take legal action to recover the outstanding amounts. We will pay to You the balance, if any, still remaining.
- 5. Security. (a)** You are aware of the security measures offered by Us and understand that such measures are not a guarantee of the security of the premises or Your Goods. Consequently We will not be liable in the event of any theft, damage or loss to You whatsoever or howsoever caused due to the unauthorized actions of others.

**(b)** You understand that you are responsible for locking and securing Your own Unit with Your own padlock. We will not be responsible for locking or unlocking Your Unit, or for looking after Your key. You must keep Your Unit locked at all times whilst you are not present to prevent unauthorized access. 24 hour CCTV is in operation and thus activities on the premises are monitored and recorded.

- 6. Sub-Contract:** You are not permitted to sub-contract or assign the rights hereunder to any other person or legal entity.

7. **Suitability of Storage Unit:** We offer storage Units as seen by You and give no advice as to the suitability of such Units for the storage of your particular goods to be stored. Any information given by Us in this regard is based on non-expert personal opinion and is not to be relied upon as being factually correct. If You require advice in this regard You understand that You should seek this from a suitably qualified independent expert. We strongly advise You to inspect the Unit before storing Goods in the Unit and from time to time throughout the period of this Agreement. We will not be liable for any damage to Goods caused due to any inappropriateness of the storage Unit or facilities offered by Us.
8. **Insurance:** We do not insure Your goods. It is Your responsibility to insure Your own goods.
9. **Liability:** We will not be liable for any loss or damage to goods stored on Our premises whatsoever and howsoever caused. This includes but is not limited to any water ingress, dampness, condensation or vermin. By entering into this agreement You confirm that you have inspected the unit and premises and deem same to be in proper condition and suitable for your needs. You accept that your Goods are stored entirely at Your own risk.
10. **Illegal Goods and Usage:** You shall not store any illegal item, substance, material or liquid, or use the Unit or premises for any illegal or immoral purpose whatsoever.
11. **Prohibited Items:** You are prohibited from storing: tyres, flammable substances, dangerous chemicals, toxic waste, asbestos, any item which emits fumes, smell or odour, compressed gases, refrigerators (unless no more than two, having been used and stored for normal residential purposes), paints, explosives, firearms, fireworks, foodstuffs, perishable goods, animals, fish or any creature living or dead, or any contraband. This list is not exhaustive and will extend to include anything which would reasonably be regarded as likely to be prohibited in the context and spirit of this list.
12. **Access:** We grant You a licence to enter the premises for all lawful and proper purposes in connection with the storage of Your Goods in accordance with these terms and conditions. Opening hours are from 8.00am to 8.00pm seven days per week. We will also provide access to the Premises at other times by arrangement.
13. **You Must Not:** Use the Unit or do anything on the Premises which may be a nuisance to Us or other users of Units and the Premises; use the Unit as an office or living accommodation or as a home or business address and not use the address of the Premises or the Unit for receiving or sending mail;  
spray paint or do any mechanical work of any kind in the Unit;  
attach anything to the internal or external surfaces of the Unit or make any alteration to the Unit;  
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;  
cause any damage to the Unit or any other unit or the Premises or its facilities or to any of Our property or any other Unit user's or other persons on the Premises. If You cause any damage You must (at our option) repair, restore or replace such damage or item or reimburse the reasonable costs of making necessary repairs, restoration or replacement or make proper compensation;  
leave anything in or obstruct or block any passageway, stairway, service area or other part of the Premises 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 Unit unless authorised in advance in writing by us.
14. **Business Efficiency:** You shall not act or omit to act, in any way or at any time to unreasonably impede the proper and efficient operation of Our business and Our business interests. If You should so act or omit to act, We will take any legal and reasonable action to resolve and or regulate the situation.
15. **Nuisance:** You agree not to unreasonably interfere with the rights, duties and obligations of Us, Our other customers and those authorized to use or be on the premises.
16. **Access to Unit:** You will provide Us with access to Your Unit if a request is made from any government body, law enforcement agency or Court. If You refuse to allow access in these circumstances, it is understood that entry will be forced. Access must be given where there is suspected illegal activity, whether in relation to the criminal law, Statutory Duty and/or in relation to the terms of this agreement.
17. **Departure: (a)** At the end of the term, You must leave the unit in the same condition that it was in at the commencement of the rental; clean, tidy and undamaged. If it is not in this condition we will use Your deposit to reinstate the unit to its pre-contract condition. Any costs shall be billed to You and payment enforced through the legal process.  
  
**(b)** At the end of the term You must remove all goods from the Unit. If You do not do so, You shall pay our reasonable costs of disposing of any goods or rubbish left in the Unit or on the Premises. We may treat Goods remaining in the Unit as abandoned and may dispose of them in accordance with Condition 4 of this Agreement.
18. **Indemnity: (a)** You will indemnify Us against all actions, claims and proceedings by third parties in respect of personal injuries and damage to property sustained on Our premises attributable in whole or in part to any act, omission or neglect by You.  
  
**(b)** You will indemnify Us against any claim arising in relation to the ownership of the goods stored.
19. We will not be liable for any personal injury sustained by the Customer on our premises, unless such damage or personal injury was obviously Our fault. We will not be liable for any damage to property sustained by the Customer on our premises. You use Our Premises and facilities entirely at your own risk. Children are not permitted on the stairways and or the mezzanine floor.
20. **Legal Status:** You have been granted a licence to enter the Premises and any reference, express or implied, to "rent or rental", or any other term, shall not be construed to be indicating the creation or existence of a legal tenancy.

21. **General:** If You are using the Unit in part or in whole for commercial purposes then, we shall not be responsible for loss of profits (whether direct or indirect), or any other business costs or losses arising out of a breach of the Agreement.  
In certain cases we may not be able to allow You access to the Unit or Premises, or carry out some of our other obligations because of something that is outside our reasonable control. This could include any natural disaster, riot, accident, breakdown of plant or machinery, fire, flood, electrical power failure, act of terrorism or environmental or health emergency or hazard, or entry into any Unit including the Unit or the Premises by, or arrest or seizure or confiscation of Goods by competent authorities. If this happens then we will not be responsible for so long as the event continues for failing to allow access to Your Goods.
22. Any delay or deviation by Us in relation to the strict terms of this contract is not to be construed as a variation of the contract, unless this delay or deviation is confirmed in writing by Us. You understand that in the event of any such deviation or delay You should not rely on the continuation of same. If You were to rely on such a delay or deviation to Your detriment, We will be entitled to revert to the strict legal rights as contained in this contract regardless of any such alleged or factual detriment.
23. You agree to abide by any and all notices as displayed on the premises.
24. Where You as the Customer are two or more persons each shall be jointly and severally liable under this contract. Where You are two or more persons Your obligations under this Agreement shall be obligations of each of You separately.
25. If any part of this Agreement is found to be void or unenforceable then that part of the Agreement shall be removed, but the remainder of this Agreement will continue to apply.

I agree to be bound by these terms and conditions.