

Charlestown Self-Storage Services (UK).

1. General Terms & Conditions

Parties and Agreement

These Terms & Conditions (together with the Application Form, Key & Lock Agreement, Service Schedule and any other documents referred to) form the contract between Charlestown Self-Storage Services (“the Operator”, “we”, “us”, “our”) and you, the customer (“the Customer”, “you”, “your”).

By signing the Application Form or taking possession of a storage unit you agree to be bound by these Terms & Conditions.

Storage Unit Rental

2.1 So long as all fees are paid up to date, the Customer: (a) is licensed to store Goods in the Unit allocated to the Customer by the Operator 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.

The Operator (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 Customer acknowledges that the Operator does not take possession of the Goods; and (c) does not grant any lease or tenancy of the Unit.

We will provide you with access to the storage unit (“Unit”) described in the Application Form for the storage of goods, subject to payment of the Charges and your compliance with these Terms & Conditions.

2.2 The rental commences on the date we allocate the Unit to you (“Start Date”) and continues until terminated in accordance with clause 11. The Customer 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 Customer) will be refunded by cheque or electronic transfer within 21 days of termination of this Agreement.

2.3 The Customer is responsible to pay: (a) the Storage Fee (being the amount set out in the cover sheet or as most recently notified to The Customer by the Operator) payable in advance on the first day of each storage period (Due Date) and it is The Customer’s responsibility to see that payment is made directly to the Operator on time and in full throughout the period of storage; a reminder in the form of an invoice will be sent to The Customer 7 days prior to the due date. Any Storage Fees paid by direct transfer will not be credited to The Customer’s account unless The Customer identifies the payment clearly and as directed by the Operator and the Operator shall have no liability to and shall be indemnified by the Customer if the Operator takes steps to enforce the Agreement (including the sale of Goods) due to the Storer’s failure to identify a payment. The Operator will not accept that payment has been made until the bank transfer has cleared at which time an email receipt will be issued; (b) the Cleaning Fee or charges for repairs, to be invoiced at the Operator’s discretion as per clause 19; (c) a Late Payment Fee each time a payment is late; (d) any costs incurred by the the Operator 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 Storer has more than one agreement with the Operator, all will form one account with the Operator and the Operator may in its sole discretion elect to apply any payment made by or on behalf of Storer on this agreement against the oldest Debt due from Storer to the Operator on any agreement in the account.

Access and Use

3.1 You will have access to your Unit during the access times published by us (or as otherwise notified). Access may be subject to security checks, gate entry, key or card access.

3.2 You may only use the Unit for the storage of goods (unless agreed otherwise). The Unit must be kept locked by you (with our approved lock or one approved by us) when unattended.

3.3 You must keep your key or access device safe. If lost or stolen you must inform us immediately and you may be liable for replacement costs and lock-change fees.

Your Obligations

4.1 You warrant that you are the owner of the goods or are authorised by their owner to store them and that the goods are not subject to any liens, charges or third-party interests (unless you have disclosed them to us and obtained our written consent).

4.2 You must:

- keep all aisles, walkways and loading areas clear;

- ensure the goods are properly packed, stored off the floor if required, and arranged so as not to damage the Unit or other persons' goods;

- not interfere with other customers' Units;

- notify us immediately of any change in your contact details, forwarding address or if you wish to transfer the Agreement to another person.

4.3 You must maintain appropriate insurance cover for the goods stored unless we explicitly provide cover (and you pay for it) and the goods are insured accordingly.

Our liability for loss or damage is strictly limited (see clause 7).

Charges and Review

5.1 We may review and increase the Charges from time to time, giving you not less than 30 days' written notice of any increase.

5.2 If your goods remain in store after the termination of this Agreement or after notice has been served, you will continue to be liable for the Charges until removal or collection of the goods.

5.3 After 14 days from the termination of the storage period, if you have not removed the contents from your storage box, we will have the full right to remove the goods and charge accordingly.

Prohibited Goods

You must not store any goods prohibited under clause 8 ("Prohibited Items"). If you do, we may require immediate removal of the goods, and we may apply charges for disposal.

Liability and Insurance

7.1 We will use reasonable care in providing the storage and access facilities, but you acknowledge that we are only providing space and related services and you retain the risk of loss or damage to your goods unless caused by our negligence or breach of contract.

7.2 Unless otherwise agreed in writing, our liability for loss or damage to your goods is limited to the lesser of: (i) the actual value of the goods lost or damaged; or (ii) a fixed sum of £[insert amount] per item (or per box or carton) or £[insert amount] in aggregate.

7.3 We shall not be liable for loss or damage caused by fire (unless due to our negligence), the actions of a third party for whom we are not responsible, vermin, mould, condensation, infestation, gradual deterioration, change in temperature or any other cause beyond our reasonable control.

7.4 It is your responsibility to insure the goods. If you ask us in writing to arrange insurance, we may do so subject to you declaring the full replacement value and paying the premium in advance.

Prohibited Items

8.1 The following items (“Prohibited Items”) shall not be accepted for storage and if found in the Unit may be removed and disposed of by us at your cost:

- Explosive, flammable, radioactive, corrosive or toxic materials.
- Firearms, explosives
- Pressure vessels (including gas cylinders), fuels, oils, solvents, flammable liquids, chemicals or hazardous substances.
- Food or perishable goods, unless securely packaged so that they are protected from, and do not attract vermin; or goods requiring refrigeration.
- Living creatures, plants, or goods likely to decompose or attract vermin.
- Stolen, illicit, counterfeit goods or goods which infringe third-party rights.
- Money, deeds, securities, stamps, bonds, precious metals, works of art (unless agreed in writing).
- Goods that produce noxious fumes, smell, cause nuisance or hazard to other units, property or persons

8.2 If you store any such item we may immediately require its removal and/or dispose of it at your cost without liability to us.

Cancellation

To cancel your rental with us you must provide at least 14 working days’ written notice before the day you wish to vacate the Unit.

Charges remain payable until the date your notice expires and you have vacated the Unit and returned the key/access device and paid all sums due.

If you vacate without giving proper notice you may remain liable for the Charges covering the notice period.

We reserve the right to charge for any damage, cleaning or lock changes required after your vacate.

Termination / Vacating the Unit

9.1 You may terminate this Agreement by giving us not less than 14 working days' written notice (or such other notice as we may agree).

9.2 We may terminate this Agreement:

if you fail to pay any Charges by the due date, giving you written notice (in accordance with our policy) and, if you still fail to pay, we may treat the goods as abandoned (see 9.4); if you breach any term of these Conditions and, in our reasonable opinion, the breach is not capable of remedy or (if capable of remedy) you fail to remedy it within 14 days of our written notice;

immediately, in the case of an emergency or suspected hazard arising from your goods.

9.3 Upon termination you must remove all goods from the Unit, take the lock off, return any access device and ensure payment of all outstanding Charges.

9.4 If you do not remove your goods by the termination date we may move the goods to alternative storage or treat them as abandoned, in which case we may sell or dispose of them and apply the proceeds against your outstanding liability (net of our costs). We will give you not less than 3 months' notice before disposing, unless we consider there is a danger or deterioration to the goods or property.

Assignment and Transfer

9.5 You may not assign, transfer or sub-let your rights under this Agreement or the Unit without our prior written consent. We may assign or subcontract our responsibilities but you will be notified of the change.

Law and Jurisdiction

9.6 This Agreement shall be governed by English law and the English courts shall have non-exclusive jurisdiction.

Entire Agreement

9.7 These Terms & Conditions together with the Application Form constitute the entire agreement between the parties. No variation shall be effective unless agreed in writing by us.

Privacy Policy

10 Charlestown Self-Storage Services ("we", "us", "our") is committed to protecting your personal information and processing it in accordance with UK data protection laws, including the UK GDPR and Data Protection Act 2018.

10.1 What information we collect

We collect personal data you provide when you apply for storage (name, address, contact details, payment details) and information relating to your use of our services (unit number, dates, invoices). We may also collect CCTV footage, entry/exit logs and other security data for facility operations.

10.2 How we use your information

We use your data to:

- Provide the storage services and administer your contract (including billing, access control, security);
- Communicate with you (e.g., notices, service updates);
- Comply with legal obligations;

- Improve our services and for internal record-keeping.
We may share your information with: payment processors; insurers; security/monitoring providers; as required by law (e.g., court order or enforcement of debt).

10.3 Legal basis

Our lawful basis for processing your personal data is performance of the contract (storage agreement), compliance with legal obligations and our legitimate interests (e.g., security, fraud prevention, business administration). Where we process any special category or sensitive data we will obtain appropriate consent.

10.4 Data retention

We keep your personal data for as long as you are a customer and thereafter for a reasonable period (e.g., 6 years after contract termination) in line with legal and business requirements.

10.5 Your rights

You have the right to: access your personal data; request correction; request erasure (in certain circumstances); restrict processing; object to processing; request portability. You may withdraw consent where processing is based on consent. To exercise your rights please contact us at [insert email/contact details].

10.6 Security

We implement appropriate technical and organisational measures to protect your data against unauthorised access, alteration, disclosure or destruction. Access to our facilities and system is controlled.

10.7 Cookies and website analytics

When you use our website we may use cookies and analytics tools to analyse traffic and improve our site. You may control or disable cookies via your browser settings, though some features may not function properly.

10.8 Changes to this policy

We may update this Privacy Policy from time to time. Any changes will be posted on our website with an updated “effective date”.

11 Acceptance of Marketing Offer and Newsletter

From time to time we may make available marketing offers (discounts, referral schemes, promotional rates) to you provided you accept the terms of the offer.

By opting-in to our newsletter or marketing communications you consent to receive emails, SMS or postal communications from us about our services, offers and promotions. You can unsubscribe at any time using the link in any email or by contacting us.

We undertake not to sell your email address or personal data to third parties for marketing purposes without your express consent.

If you withdraw your consent to receive marketing communications, we may still contact you for administrative or contractual purposes (e.g., billing, access notices) but we will cease promotional communications.

I agree to receive Marketing Information and the Newsletter

I do not agree to receive Marketing Information and the Newsletter

12 Effective Date

These Terms & Conditions are effective from [insert date].

Registered Office: Charlestown Self-Storage Services, Hamilton House, Duncombe road, Bradford BD8 9TB, United Kingdom.

Company Registration No: 165410174. VAT No: [TBA].