

This Storage Agreement for the provision of storage space is made between the customer and Edinburgh Self Storage Ltd subject to the terms and conditions detailed below, and on the pages overleaf. Your storage licence agreement:-

Storage Agreement Key Clauses Summary:-

Non-Payment of Licence Fees:

Unless agreed otherwise, invoices will be issued approximately 14 days in advance of payment date. It is your responsibility to ensure that your payment is received by us on or before the due date. A late charge of 10% of the storage charge or £10 (whichever is greater) will be incurred for each two week period the storage charge remains outstanding. If you remain in default of the storage charge, we retain the right to deny you access to your goods, unit and to the site and in order to recover our costs sell and dispose of your goods.

Termination:

Licence Fees are paid in advance and will be refunded to the nearest unused seven day period together with your deposit. You will be refunded by direct debit between 14 to 28 days following departure on condition that you give:- 14 days' notice of departure, leave your storage room clean, do not incur any charges for damage, and provided that all charges are paid up to date.

Charges:

Storage charges may be reviewed at any time subject to giving you not less than 28 days' notice in writing.

Liability:

Edinburgh Self Storage is not liable for any loss of or damage to the goods stored or to any goods or deliveries accepted on your behalf (other than caused directly by our breach of the agreement or our deliberate or negligent act or omission) or for any consequential loss even if that loss or damage is due to the fault of Edinburgh Self Storage. Where we are liable, our liability does not exceed the true value of the goods. It is a condition of storage that you must insure your goods in store by either lodging evidence of your own insurance (in which case it is your sole responsibility to ensure that your Policy is adequate and valid in all respects) or insure with the Self Storage Customers' Insurance Scheme at Edinburgh Self Storage.

Security and access:

Access is available during the notified business hours. You accept that Edinburgh Self Storage reserves the right to make and to alter regulations concerning the hours of access, general management and security of the complex and your unit, and you agree to observe and abide by such regulations.

Ownership of goods:

You confirm that you are the owner of the items stored, or that ownership is vested in you for the purpose of entering into this agreement. You confirm that the owner of the goods, if not you, understands and accepts Edinburgh Self Storage's right ultimately to sell or dispose of goods to recover any outstanding charges.

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

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| Access Hours | The hours We permit access to the Unit; |
| This Agreement | These terms and conditions and the information set out in the Storage Licence Agreement; |
| Business Day | A day other than Saturday, Sunday or a day on which banks are authorised to close in London; |
| Commencement Date | The date specified in the Storage Licence Agreement; |
| Deposit | The amounts specified in the Storage Licence Agreement (if any) which will be collected and held by Us, as security for Your performance of obligations under this Agreement; |
| Due Date | The date specified in the Storage Licence Agreement and the corresponding date in each period specified in the Storage Licence Agreement or the previous Business Day if the Due Date falls on a Saturday, Sunday or public holiday; |
| The Goods | Anything You store in the Unit at any time during this Agreement; |
| Our Fees | The amount specified in the Storage Licence Agreement which does not include VAT, which will also be paid by You where it is or become applicable. |
| Insurance Costs | Where a policy of insurance has been arranged by Us, the amount specified in the Storage Licence Agreement is made up of Premium (if any), Insurance Premium Tax, and Our administrative cost. These costs are summarised in the Key Facts documents. |
| Premium | Where a policy of insurance has been arranged on Your behalf by Us, the amount premium payable by You in respect of such policy in insurance, which We will collect as agent for and on behalf of the insurer. |
| Prompt Payment | In respect of payment of each and every sum due under this Agreement, payment on the Due Date or if the Due Date is not a Business Day, then on the next Business Day following the Due Date; |
| Site | The premises on which the Unit is situated; |
| Termination Date | The End Date specified in the Storage Licence Agreement or the date of termination of this Agreement in accordance with Condition 26; |
| Unit | The storage unit specified in the Storage Licence Agreement or any alternative storage unit we may specify under Condition 11; |
| We, Us, Our | The storage provider named in the Storage Licence Agreement; and |
| You, Your | The customer named in the Storage Licence Agreement. |

Your Rights to use the unit

- 1** So long as Our Fees are paid up to date, We licence You but no other person:-
 - 1.1** To use the Unit for the storage of Goods in the Unit in accordance with this Agreement from the Commencement Date until this Agreement is terminated; and
 - 1.2** To have access to the Unit at any time during the Access Hours only for the purposes of depositing, removing, substituting or inspecting the Goods and the Unit they are in. No access to the Unit will be permitted for any other purposes or outside Access Hours. We may change the Access Hours at any time on giving You not less than fourteen days' advance warning of changes in Access Hours by notices on Site, but in the case of emergency, We reserve the right to change Access Hours to other reasonable access times without giving You any such prior notice.
- 2** Only You and persons authorised in writing or accompanied by You will be allowed to have access to the Unit. Any such person is your agent for whose actions You are responsible and liable to Us and to other users if units on the Site. On conclusion of this Agreement, You shall provide us with satisfactory proof of identity for both Yourself and Your agents. 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 Site, 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) 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 Your agents access at any time if We reasonably consider that the safety of any person on the Site, or the security of the Unit or its contents, or other units or their contents, will be put at risk.

No tenancy or exclusive possession of the Unit

- 3** This Agreement shall not create a tenancy and it shall not confer upon You any right to exclusive possession of the Unit or any alternative unit specified under Condition 11.

Locks

- 4** You are responsible for providing a secure padlock for the Unit and You must ensure that the Unit is locked so as to be secure from unauthorised entry at all times when You are not in the Unit. We will not be responsible for locking any unlocked Unit. You should not leave your key with or permit access to your Unit to any person other than Your own agent who is responsible to You and subject to Your control. You are responsible at all times for the safe custody of all keys to all locks which You place on the Unit.

Our Rights to enter the Unit

- 5** You agree to allow Us and Our agents and contactors to enter the Unit and if necessary We may break the lock to gain entry:-
- 5.1** If We give You not less than seven days' notice so that we may inspect the Unit or carry out repairs, maintenance and alterations to it or any other units or part of the Site and You fail to grant Us access to the Unit when requested;
- 5.2** At any time without notifying You:
- 5.2.1** If We reasonably believe that the Unit contains any items described in Condition 9 or is being used in breach of Condition 10 or such entry is effected incidental to the exercise of Our powers pursuant to Condition 17;
- 5.2.2** If We are required to do so by the Police, Fire Services, Local Authority or by a Court Order;
- 5.2.3** For any purpose, if we believe it is necessary in an emergency;
- 5.2.4** To obtain access in accordance with Conditions 11 and 17;
- 5.2.5** To prevent injury or damage to persons or property; or
- 5.2.6** 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.
- 5.3** Where We have exercised our rights to enter the Unit pursuant to Conditions 5.1 and 5.2 and in doing so, We have broken Your lock, We will ensure that on Our leaving of the Unit, the Unit has been secured by means of a replacement lock for which You will be provided with the keys.

Ownership of the Goods stored in the Unit

- 6** You confirm that, throughout this Agreement, the Goods in the Unit 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 Unit on the terms and conditions in this Agreement and that You act as a duly authorised agent of any such person. If Your confirmation is or becomes untrue, You shall reimburse Us an amount equal to any loss or damage suffered by Us as a result of Your confirmation regarding the true ownership of the Goods being or becoming untrue, and Our damages shall include any loss, damage or expenses incurred by Us (including any reasonably incurred legal fees) arising from any claim, step or action taken by any person who owns or has an interest in the Goods or claims to do so.

Our Right to refuse entry to the Unit for safety reasons

- 7** We reserve the right to refuse to permit You to store any Goods or require You to collect any Goods from the Unit if in our reasonable opinion, the safety of any person on the Site, 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.

Restrictions on the types of Goods which can be stored in the Unit

- 8** You must not store (and You must not allow any other person to store) any of the following in the Unit:-
- 8.1** Food or perishable goods unless securely packed so that they are protected from and do not attract vermin;
- 8.2** Birds, fish, animals or any other living creatures;
- 8.3** Combustible or flammable materials or liquids such as gas, paint, petrol, oil or cleaning solvents;
- 8.4** Firearms, explosives, weapons or ammunition;
- 8.5** Chemicals, radioactive materials, biological agents;
- 8.6** Toxic waste, asbestos or other materials of a potentially dangerous nature;
- 8.7** Any item which does or could emit any fumes, smell or odour;
- 8.8** Any illegal substances, illegal items or goods illegally obtained;
- 8.9** Compressed gases; or
- 8.10** Any bullion, coin, precious stones, jewellery, antiques or fine art unless specifically agreed with Us in writing, in advance of storing such Goods in the Unit.

Things You must not do

- 9** You must not do (and You must not allow any other person to):-
- 9.1** Use the Unit or do anything on the Site or in the Unit which may be a nuisance to Us or the users of any other unit or any person on the Site;
- 9.2** Use the Unit as offices or living accommodation or as a home or business address and not use the address of the Site or the Unit for receiving or sending mail;
- 9.3** Spray paint or do any mechanical work of any kind in the Unit;
- 9.4** Attach anything to the internal or external surfaces of the Unit or make any alteration to the Unit, without Our prior written consent;
- 9.5** Connect any electrical appliances to any power supply in the Unit or on the Site generally unless You have received the written consent of the store manager, the appliance has first been tested in accordance with current legislation and a valid copy of the certificate is provided to the store manager at the Site;
- 9.6** 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;
- 9.7** Cause any damage to the Unit or any other unit or the Site or its facilities or to the property of Us or any other unit users or other persons on the Site and, if You cause any damage, You must reimburse to Us the reasonable costs which We incur in making the necessary repairs or restoration. If however, in our reasonable opinion, We consider that repair or restoration of the item would not be an effective way to remedy the damage caused, We will ask You to reimburse to Us the costs of such

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replacement. Please note that, if this Agreement terminates and if at the Termination Date You have not reimbursed to Us Our reasonable costs of repair, restoration or replacement (whichever is the most appropriate in the

- 9.8** circumstances), We shall be entitled to withhold from any Deposit which You have paid to Us such repair, restoration or replacement costs which We consider are reasonable, in accordance with Condition 13.1;
- 9.9** 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 time exercise courtesy to others and reasonable care for your own safety and that of others in using these areas;
- 9.10** Connect or provide any utilities or services to the Unit unless authorised in advance in writing by Us.

Things You must do

- 10** You must (and You shall procure that Your agents must):-
- 10.1** Use reasonable care when on the Site or in the Unit and take all reasonable care in respect of the Unit, the Site, and the property of Us or any other unit users or other person on the Site;
- 10.2** Inform Us immediately of any damage or defect to the Unit;
- 10.3** Inform Us immediately of any damage or defect to the building caused by You;
- 10.4** Act in a socially responsible manner and observe all reasonable rules and regulations regarding Your conduct on Site, the safety and security of the Unit and Site, Fire Regulations, Health & Safety Notices, Prohibited Goods notices and any other notices issued by Us and/or posted at prominent locations on the Site from time to time or to which You may be directed while on Site by any of Our employees, agents or contractors.

Exceptional situations necessitating the removal of Your Goods to an alternative Unit or Site

- 11** We may, at any time by giving You seven days' written notice, require You to remove the Goods from the Unit to another unit specified by Us which shall not be smaller than the current Unit. Where We have requested You to move to another unit, You should provide Us with a statement of the anticipated costs, which You will incur in removing the Goods to another unit, in advance of doing so, and provided that these are reasonable, We will either pay these costs, on Your behalf, directly to such third party, as You may instruct to move the Goods to the other unit or at Your option, We will pay to You an amount equal to such costs. If You do not wish to move to another unit and continue with this Agreement, You may serve notice on Us to terminate the Agreement in accordance with Condition 25.1.
- 11.1** If We have asked You to move to an alternative Unit under Condition 11, and You have failed to move the Goods when required to do so or in the case of an emergency when we may require Goods to be moved without giving You any notice, You will allow Us to move the Goods to any other unit at the Site or, in extreme cases, where it is not reasonably possible or practicable to identify another unit at the Site, to the nearest available site at Our own cost. We will use all reasonable efforts to ensure that any disruption to You is kept to a minimum.
- 11.2** If We have moved Your Goods under Condition 11.1 either because You have failed to move all of them when required to do so, or in the event of an emergency, We will not acquire any interest in or right to your Goods or otherwise be responsible for the Goods which will be held by Us at Your risk. We will not be liable to You for any damage to any lock which We remove pursuant to Condition 11.1, nor for the cost of its replacement, nor for any loss or damage to the Goods, unless We have wilfully or negligently caused such loss or damage.
- 11.3** If the Goods are moved to an alternative unit, this Agreement will be varied by substitution of the alternative unit number but shall otherwise continue in full force and effect and Our Fees at the rate set out in the Storage Licence Agreement will continue to apply to Your use of the alternative unit and We will continue to collect the Total Insurance costs and Our fees for arranging and administering any insurance arranged and administered by Us in connection with this Licence.

Your Payment Obligations

- 12** On signature of this Agreement, You must pay Us:-
- 12.1** Our Fees for the minimum period of storage; and
- 12.2** Where, acting reasonably, We have requested You to pay a deposit to Us, the Deposit.
- 12.3** Following signature of this Agreement, We shall invoice you approximately 14 days in advance of each Due Date and You must pay Our Fees on the Due Date.

Return of Monies

- 13** In the event that, on signature of this Agreement, You have paid to Us the Deposit, this will be returned to You (without interest) after this Agreement terminates less any amount we may reasonably deduct to cover:-
- 13.1** Any breach of condition Condition 9.7;
- 13.2** Any of Our Fees (together with any interest due on outstanding payments and/or administrative charges due under Condition 15) which have not been paid or any unpaid removal or other charges; or
- 13.3** Any other obligation to Us that You have not performed.
- 13.4** Where, upon termination of the Storage Licence Agreement, there are any monies owed by Us under this Agreement, We will refund the sum due (without interest) after this Agreement terminates.
- 13.5** In calculating any payment due by us under Conditions 13.1-3 or 13.4, we shall round any storage hire interval of 7 days interrupted by termination up to the next full seven-day interval and we shall make any such payment 14 to 28 days following termination, by direct debit or cheque, to the account/card holder of the bank/building society account or credit/debit card from where such payments were authorised unless otherwise notified in writing by the account/card holder, provided that You have given Us 14 days' notice of termination and You have complied with Condition 25.
- 13.6** In calculating any insurance premium payment due by us under Conditions 13.1-3 or 13.4, we shall round any insurance payment interval of 28 days interrupted by termination up to the next full twenty eight day interval and we shall make any

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such payment 14 to 28 days following termination, by direct debit or cheque, to the account/card holder of the bank/building society account or credit/debit card from where such payments were authorised unless otherwise notified in writing by the account/card holder, provided that You have given Us 14 days' notice of termination and You have complied with Condition 25.

Our Right to alter the Fees

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. If You do not agree with the level of the new Fees under this Agreement, You may serve notice on Us to terminate the Agreement in accordance with Condition 25.1.

Late payment / non-payment on Our Fees

15 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 ("Your Debt") is an extremely important part of this Agreement and, if You fail to pay any sum owing under this Agreement on the Due Date for such sum, we shall seek to recover the outstanding sums owed by You to Us together with:

15.1.1 Any interest on these sums. Interest on all amounts overdue will be charged at the rate of 4% above the base rate of NatWest Bank Plc, fluctuating therewith, calculated on a daily basis from the date when payment becomes due up to an 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; and

15.1.2 An administrative charge for late payment which is the larger of 10% of Our Fees or £10.

15.2 In addition to Our rights to recover payment of Your Debt pursuant to Condition 15.1 (and the sums referred to in that Condition), We may also terminate this Agreement under Condition 25.2.

15.3 Additionally, on each occasion any cheque or direct debit or credit card is dishonoured, at Our option, You must pay Us an administrative charge of £20.

Our Duties to You in the event of late payment / non-payment

16 In default of Prompt Payment of Your Debt:-

16.1.1 We are relieved of any duty howsoever arising in respect of the Goods, except for any loss or damage to the Goods caused wilfully or negligently by Us and our agents and contractors; and

16.1.2 The Goods are held solely at Your risk and will continue to be at Your risk even where rights described below in Condition 18.4 are exercised.

Our Rights to sell-off Goods to recover payment

17 In default of Prompt Payment of Your Debt, we shall be entitled to:-

17.1.1 Keep hold of some or all Your Goods until we have received payment in full of all charges You owe us and You shall pay Us fees and charges at the same rate as under this Agreement or if this Agreement has been terminated at the rate payable immediately prior to termination. If You pay Us by cheque, We shall not be considered to have received payment until the cheque has been paid by Your bank; or

17.1.2 Exercise immediately the rights described below in Condition 17.4 and sell such of Your Goods as is necessary for Us to recover payment of Your Debt in full.

17.2 If we decide to exercise either of Our rights set out in Condition 17.1, You authorise Us:-

17.2.1 To refuse You and Your agents access to the Goods, the Unit and the Site;

17.2.2 To enter the Unit and in necessary to break Your lock to gain entry;

17.2.3 To secure the Unit with Our own lock in addition to or as an alternative to Your lock;

17.2.4 To remove and retain the Goods; and

17.2.5 To ultimately dispose of some or all of the Goods in accordance with Condition 17.4.

17.3 Before We sell the Goods, We will give You notice in writing by registered or recorded delivery post at Your address in the Storage Licence Agreement or any address in England, Wales and Scotland notified by You to Us in writing prior to Our notice, specifying any particulars that We have of the Goods, the amounts of Your Debt at the date of the notice (and We shall specify what We have reasonably calculated to be the amount by which Your Debt is increasing after the date of that notice) and directing You to pay. If payment is not made within seven days after the date of the notice, We will sell the Goods. We will not give You any further notice of any intended sale.

17.4 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 cost of the sale.

17.5 We will use the proceeds of sale to pay first the costs incurred by Us in the sale and removal of the Goods, and secondly to discharge Your Debt.

17.6 Any balance will be held for You. Interest will not accrue to You on the balance.

17.7 If the proceeds of sale are insufficient to discharge the costs of sale incurred by us and Your Debt without deduction, You must pay any balance outstanding to Us with 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 the balance of Your Debt until it has been paid in full.

17.8 If 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.

17.9 The terms of this Condition are additional to and without prejudice to all or any rights You or We may have at common law or otherwise.

Your obligation to check the suitability of the Unit

- 18** Because the nature and type of Goods being stored by You from time to time is within Your discretion (subject to Conditions 8 and 9), You must ensure that the Unit is suitable for the storage of the Goods that You store or intend to store in it. We do not promise to You or otherwise represent that any unit allocated to You is a suitable place or means of storage for any particular Goods. 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.

Insurance of the Goods

- 19** We do not insure the Goods.

19.1 Storage of Goods in the Unit is at your sole risk.

19.2 We shall not be responsible for any loss or damage, however caused, which may occur to any goods, fixtures or fittings or property in the Unit or which may be stored on the Site by or on behalf of You.

19.3 You promise and assure us:-

19.3.1 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. Normal Perils in this Condition mean loss of or damage to Goods caused by fire, lightning, explosion, earthquake, aircraft, storm, flood, bursting and/or leaking pipes, theft accompanied by forcible and violent entry or exit, riot, strike, civil commotion, terrorism, malicious damage, and impact by vehicles; and

19.3.2 That the insurance cover will not be for a sum which is lower than the replacement value of the Goods stored in the Unit from time to time.

19.4 We do not give any advice concerning such insurance and it is for You to make Your own judgment whether such insurance is appropriate to cover the Goods and risks to them.

Our general liability to You

20 Subject to any exceptions set out in the Agreement:-

20.1 Our entire liability to You under this Agreement (including as a result of our breach of this Agreement and/or negligence by Us, Our agents and/or employees), shall not exceed the true total value of the Goods set out in the Storage Licence Agreement.

20.2 In addition to Condition 20.1, You should note that We exclude all liability to You in respect of:-

20.2.1 Loss or damage relating to Your business, if any, including but not limited to, loss profits, business interruption, loss of goodwill or reputation, and loss of future profits or business, regardless as to how such loss or damage was caused;

20.2.2 Loss or damage to the Goods which does not arise as a direct consequence of any breach of this Agreement by Us or any deliberate or negligent act or omission on Our part; and/or

20.2.3 Loss or damage to the Goods which was not reasonably foreseeable at the date of entering into this Agreement, regardless as to how such loss or damage was caused.

20.3 You promise and assure Us that:-

20.3.1 You have written in the Storage Licence Agreement the true total value of all the Goods;

20.3.2 The aggregate value of the Goods stored in the Unit from time to time will not exceed that value, unless specifically agreed otherwise with Us; and

20.3.3 This promise / assurance is repeated by You to Us at each Due Date.

21 We do not exclude or limit liability for physical injury to or the death of any person and which is a result of Our negligence or wilful default or that of Our agents and/or employees.

Your general liability to Us

22 You will reimburse Us an amount equal to all claims, demands, liabilities, damages, costs and expenses incurred by Us or by any of Our servants, or agents or which we have incurred towards other unit users or persons on the Site as a result of any improper or unauthorised use of the Unit or the Site by You or any of Your servants, agents or invitees or which arise out of Your negligence or the breach of this Agreement by You.

Circumstances beyond either Our control or Your control

23 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 Unit 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 unit including the Unit or the Site by, or arrest or seizure or confiscation of Goods by competent authorities.

Termination

24 This Agreement shall expire on the Termination Date or as described in Condition 25.

25 Either You or We may terminate this Agreement:-

25.1 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

25.2 Immediately by giving written notice to the other if the other party commits a serious breach of any terms of this Agreement and (in case of a breach capable of being remedied) shall have failed with fifteen days after service of a notice to do so, to

remedy the breach. The Termination Date shall be the date the notice is effectively served by one party on the other in accordance with Condition 37.

- 25.3** Notwithstanding the fourteen-day notice period required to terminate this Agreement under Condition 25.1, You may terminate this Agreement on giving us less than fourteen days' notice of Your intention to do so, if, acting reasonably, We agree.

Consequence of Termination

- 26** Immediately on the Termination Date, You must remove all goods (including the Goods) from the Unit and leave the Unit clean and tidy and in the same condition as at the Commencement Date. If You do not do so, You shall pay Our reasonable costs of cleaning the Unit or disposing of any goods (including the Goods) or rubbish left in the Unit 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, except where any loss or damage to the Goods is caused wilfully or negligently by Us and Our agents and contractors. We may treat Goods remaining in the Unit after the Termination Date as abandoned and may dispose of them in accordance with Conditions 17.3 and 17.4.

- 27** 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 under the provisions of this Agreement (including but not limited to any payments due to Us under Condition 9.7) as if the balance were a Deposit under Condition 13. 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.

You duty to inspect the Goods on removal from the Unit

- 28** You agree to examine the Goods carefully upon removing them from the Unit and You must tell Us about any loss or damage to the Goods as soon as is reasonably possible after doing so, as any delay in reporting losses or damages to Goods to Us could make it more difficult for Us to deal with Your claim.

Our use of Your personal information

- 29** You acknowledge that We may wish to use the information given by You, including Your personal information, for marketing and other purposes and/or to pass this information on to other carefully selected third parties whose goods or services We believe may be of interest to You. If You do not consent to receiving marketing or other materials either from Us or Our chosen third parties, You should indicate this by ticking the box on Your Storage Licence Agreement.

General Provisions

- 30** Any delay by Us in exercising or failure to exercise 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.

- 31** 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. No provision will be enforced against a "consumer" within the meaning of The Unfair Terms in Consumer Contracts Regulations 1999 (as amended or replaced from time to time) beyond the extent to which it would not be "unfair" thereunder. We intend to rely upon the written terms contained within this Agreement. You should not rely upon any promises, representations, or claims made by any of our employees, agents or contractors which are not also contained within this Agreement. Any changes to this Agreement which are agreed between Us and You must be recorded in writing and it is our practice to ensure that such documents are signed on Our behalf by one of Our directors.

- 32** You may not assign any of your rights under this Agreement or part with possession of the Unit or Goods whilst they are on the Site to any other person, firm or company. Should you do so or attempt to do so, this will be treated as a serious breach of the Agreement under Condition 25.2.

- 33** You agree that it is not the intent of this Agreement to confer any rights on any third parties by virtue of this Agreement.

- 34** This Agreement shall be governed by Scots Law and You and We submit to the exclusive jurisdiction of the Scots courts.

- 35** Where You are two or more persons, Your obligations under this Agreement shall be joint and several obligations.

- 36** 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 the Storage Licence Agreement or any other address in England, Wales and Scotland 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) of the name and address of whom We have been previously notified by You. Any notice to Us must be sent to Our address set out in the Storage Licence Agreement. A notice will be deemed to have been served at the time of personal delivery or forty-eight hours after it has been placed in the post.

- 37** Before taking any court proceedings for anything arising out of this Agreement (apart from emergency court proceedings), the parties may decide to attempt to resolve the matter informally, in which case the complaining party should inform the other person in writing of the dispute in as much detail as possible and You and We may agree to try informal conciliation. If the parties agree to try informal conciliation however the dispute cannot be resolved informally within a reasonable period of time, You and We may agree to use the Centre for Effective Dispute Resolution to try to resolve the dispute amicably by using a recognised alternative dispute resolution procedure before taking any other step. If the parties agree to use alternative dispute resolution however the dispute is not resolved to mutual satisfaction within a reasonable period of time, You or We can submit the dispute to the Court. This Condition does not prevent or otherwise restrict either You or Us from referring any dispute between Us directly to the Courts without first having tried to resolve the matter informally, nor does it affect the right of either You or Us to terminate this Agreement.

KEY INFORMATION about our insurance services

Insurers: Brit Insurance

Please read this document carefully as it provides an explanation of the insurance summary of cover. This summary is for reference only and does not contain all the benefits, exclusions or limitations of the Policy Cover. For further information, please contact Reason Global Insurance on the following telephone number 01273 739961

We have not provided you with a personal recommendation as to whether this insurance is suitable for your specific needs. If you do not have other insurance in place elsewhere which already covers this risk (for example, your Household insurance), this insurance product is designed to provide cover to meet the demands and needs of those who wish to insure loss or damage to their property with us whilst stored with Edinburgh Self Storage Ltd.

Please note that irrespective of whether you do or do not purchase our insurance, the liability of Edinburgh Self Storage Ltd for actual physical loss or of damage to your property is limited by the licence agreement which forms part of their contract with you.

What will you have to pay us for our services

- You have a contract with us separate from your contract with the insurer whereby we introduce you to the insurer and act as intermediary in connection with the making of the contract contained in your policy. The total insurance charge is £4.00 per £1,000 worth of insurance per 4 weeks. Our mediation fees represent 87% of the cost of this insurance. This figure includes 5% insurance premium tax (IPT), and a further 69% in administration and staff costs.
- No fee

Who regulates us?

We do not need to be regulated by the Financial Services Authority or any other regulatory body to be able to sell insurance as Self Storage Operators have been exempted from the scope of the Insurance Mediation Directive with effect from 6th April 2009.

What to do if you have a complaint

If you wish to register a complaint, please contact us:

... in writing

Write to Edinburgh Self Storage Ltd, Insurance Complaints Department, Head Office, 19 Moray Place, Edinburgh, EH3 6DA.

... by phone

Telephone 0131 226 0860 Insurance Complaints Department.

Are we covered by Financial Services Compensation Scheme (FSCS)?

We are covered by the FSCS. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and circumstances of the claim. Insurance advising and arranging is covered for 100% of the first £2,000 and 90% of the remainder of the claim, without any upper limit. Further information about compensation scheme arrangements is available from the FSCS.

Features and benefits

- This insurance is available to cover property being stored within the UK at a self storage facility.
- The insurance cover extends to a range of Insured Perils suitable for self storage risks.
- This policy provides "new for old" cover.
- Your property is covered from the time they are placed into the storage unit until the time they are finally removed from storage, subject to your maintaining the insurance by payment of the required premiums for the full period of storage and subject to the terms, conditions and exclusions of the insurance.

Extent and Duration of insurance cover and Geographical Limits

This Insurance cover is only effective whilst the property is stored at a Self Storage facility within the UK. The insurance limit will be the sum insured you have selected, up to a maximum of £25,000. If you require a higher limit than £25,000 please ask your self storage company to request this from Insurers.

Property insured, Limitations & Excluded Property

Most types of property will be insured but those that will NOT be covered by the terms of this insurance are : Money, Coins, Bullion, Deeds, Bonds, Securities and the like, Livestock, Explosives & Flammables, Data Records other than the cost of blank data carrying materials.

Certain types of Property are covered but only up to specified limits. These are as follows :

Edinburgh Self Storage is registered in Scotland No. SC288778, VAT No. 873449195
Registered Office: Edinburgh Self Storage Ltd, 140 Balgreen Road, Edinburgh, EH12 5XQ

- Jewellery, Watches and Precious Stones, Stamps of all kinds are limited to a combined total for all such items of £500.
- Furs, fine arts, mobile phones, perfumery, tobacco, cigars, cigarettes, beers, wines, spirits and the like are limited to a combined total for all such items of £10,000.
- Electronic items are limited to a total of £10,000.

Electronic items are defined as all items of consumer and commercial electrical appliances and instruments including but not limited to radios, televisions, computers, computer software, hard drives, chips, microchips, printed circuit boards and their components, modems, monitors, cameras, facsimile machines, photocopiers, VCR's, hi-fi equipment, stereos, CD players and the like. (Heavy electrical items such as switchgear, turbines, generators and the like shall be deemed not to be electronics.)

Excluded Causes

All the excluded causes are listed in Clause 14. The more significant of these exclusions are as follows :-

- Further Financial Loss of any kind or description – if as a result of an item of property being lost or damaged you suffer a financial loss the insurance will only pay for the repair or replacement of the damaged item not the resultant financial loss.
- Loss or damage which is more specifically insured on another insurance policy elsewhere, for example your Household insurance policy.

Policy excess

You will be responsible for bearing the first £100 of any claim.

Insured Perils

Actual physical loss of or damage to your property caused by Fire, Lightning, Explosion, Earthquake, Storm, Flood, Escape of Water or other Liquid Substance, Theft Accompanied by Forcible and Violent Entry or Exit, Riot, Strike, Civil Commotion, Malicious Damage, Impact, Moth Insect or Vermin from an External Cause.

A claim will be met when one of the listed Insured Perils has occurred and, as a direct result, your property is lost or damaged.

Basis of cover, Sum Insured and under-insurance

You are asked to state what sum insured you require for the insurance of your property. If you require more than £25,000 you should apply to the self storage Company who will seek agreement from Insurers.

This policy is "new for old". Settlement of claims is based on replacement, repair and/or compensation and in the event of total loss or destruction the cost of replacing the item as new. This will not apply to household linen and clothing, for which settlement will take into consideration the age, quality, degree of use and consequent market value of any such lost or damaged item(s). Special conditions apply to paper documents.

It is conditional that you insure for the full replacement value of all your property. If you fail to do so, any claim will be reduced to reflect the amount of under-insurance. For example, if you insure for only 50% of the true full replacement value, any claim will also be reduced by 50%.

It is your own sole responsibility to ensure that the sum insured is maintained at an adequate level throughout the currency of this insurance so we recommend regular reviews are carried out. This is particularly important where your property is in store for some time.

There is also a Pairs & Sets Clause under which claim settlements in respect of any such items (for example, dining suites, cutlery services etc) will be limited to the part of the pair or set that has been lost or damaged. No payment will be made by insurers for any parts of the pair or set not lost or damaged.

Right to cancel

We have to give you certain information before you make your decision. If we have not given you this information when you buy your insurance (and you have not told us you do not want it) we will allow you a "cooling off" period of at least 14 days from the time you receive the information. If you do not want to continue the insurance, you may cancel your cover within this period and get all your money back (as long as you have not made any claims).

You may cancel your policy within fourteen days from the inception date without penalty. You will only be charged for your time on risk

**Duty of Disclosure**

It is your responsibility to ensure that all material facts have been disclosed to Insurers i.e. any facts which may affect Insurers' view of the risk. If you are unsure of whether a fact which has not been detailed in the Insurance Application you have completed needs to be disclosed, it is recommended that details are provided to Insurers for consideration. Please also ensure that all the information provided by you in your Insurance Application are correct as these details will form the basis of the insurance contract between you and Insurers. If your circumstances change between the date you purchase the policy and the date when you require the policy to commence, please tell us. Incorrect information or failure to disclose all material facts could invalidate all or part of the cover and result in a claim being declined. An example of a material fact would be that you have previously been refused insurance because you have a criminal conviction.

Claims procedure & time limits for making claims

All claims must be notified to us at the time of discovery of the loss of or damage to your property or at the time of removal of your property from the unit, whichever is the soonest.

If your goods become lost or damaged and you wish to make a claim on this insurance, please contact us for a claim form. Once you have completed your claim form please return it to us and we will forward it to Cunningham Lindsey Claims Management Services, PO Box 29, Cardiff CF10 3YR. Telephone : 02920 386877.

Complaints procedure

If you feel you have not been offered a first class service please write and tell us and we will do our best to resolve the problem.

In the unlikely event you remain dissatisfied, you may, if preferred, contact the Insurance Administrator : Reason Global Insurance, Lydean House, 43-46 Queens Road, Brighton, East Sussex BN1 3XB Tel 0845 602 1775 Fax 01273 733606 e-mail admin@reason-global.com

CONFIRMATION OF INSURANCE COVER

This insurance will indemnify the Insured Customer of the self storage company in respect of physical loss destruction or damage to the property of the Insured due to an Insured Peril occurring whilst in the self storage premises subject to the details specified in the Schedule and the terms, conditions and exclusions detailed in the Clauses as follows.

THE CLAUSES

1) INSURER

Brit Insurance

2) INSURED PERILS

Actual physical loss of or damage to your property caused by Fire, Lightning, Explosion, Earthquake, Storm, Flood, Escape of Water or other Liquid Substance, Theft Accompanied by Forcible and Violent Entry or Exit, Riot, Strike, Civil Commotion, Malicious Damage, Impact, Moth Insect or Vermin from an External Cause.

3) TOTAL SUM INSURED

As requested by you and shown in the Schedule above. The total sum insured shall not exceed £25,000 unless confirmed in writing by us. The total sum insured can be increased on payment of an additional premium, subject to Insurers' prior agreement.

4) UNDER-INSURANCE (AVERAGE)

If you fail to declare the full new replacement value of your property, in the event of a claim you will only be entitled to recover from Insurers the proportion of the loss as the declared value bears to the full new replacement value of your property - if you under-insure you may well suffer.

5) PAIRS & SETS

Where any items are part of a pair or of a set Insurers shall only pay for the actual items which are lost or damaged. No payment will be made by Insurers for any items which are part of a pair or of a set and which are not lost or damaged.

6) RIGHT TO CANCEL

We have to give you certain information before you make your decision. If we have not given you this information when you buy your insurance (and you have not told us you do not want it) we will allow you a "cooling off" period of at least 14 days from the time you receive the information. If you do not want to continue the insurance, you may cancel your cover within this period and receive a full refund (as long as you have not made any claims).

You may cancel your policy within fourteen days from the inception date without penalty. You will only be charged for your time on risk. Thereafter you may cancel at any time subject to your giving 7 days notice.

7) BASIS OF CLAIMS SETTLEMENT

The settlement of any claim shall be by replacement, repair and/or compensation at Insurer's option. In the event of the total loss or destruction of any item insured under this Insurance, the basis of settlement shall be the cost of replacing the item as new provided that the item is substantially the same as but not better than the original when new.

Household linen and clothing

Where any claim includes loss of or damage to any item(s) of household linen and clothing only, Insurers will take into consideration the age, quality, degree of use and consequent market value of any such lost or damaged item(s).

Documents

Where any claim includes loss of or damage to documents, the basis of settlement shall be to indemnify you for reasonable costs of reprinting and/or reasonable costs of reissue and/or reconstitution including, where applicable, fresh research or exploration to obtain essential information.

8) POLICY EXCESS

Insurers will not pay the first £100 of each claim.

9) TIME LIMIT FOR CLAIMS

All claims must be notified to us at the time of discovery of the loss of or damage to your property or at the time of removal of your property from the unit, whichever is the soonest.

10) LAW AND JURISDICTION

The parties are free to choose the law and jurisdiction applicable to this insurance contract. Unless specifically agreed to the contrary, this Insurance shall be subject to English law and the exclusive jurisdiction of the Courts of England and Wales.

11) DUTY OF DISCLOSURE

It is your responsibility to ensure that all material facts have been disclosed to Insurers i.e. any facts which may affect Insurers' view of the risk. If you are unsure of whether a fact which has not been detailed in the Insurance Application you have completed needs to be disclosed, it is recommended that details are provided to Insurers for consideration. Please also ensure that all the information provided by you in the Insurance Application are correct as these details will form the basis of the insurance contract between you and Insurers. If your circumstances change between the date you purchase the policy and the date when you require the policy to commence, please tell us. Incorrect information or failure to disclose all material facts could invalidate all or part of the cover and result in a claim being declined.

12) PROPERTY COVERED SUBJECT TO SPECIFIED LIMITATIONS

Unless agreed otherwise in writing by us, the following limitations apply :-

- 1) Jewellery, Watches, Precious Stones, Stamps of all kinds combined total £500
- 2) Furs, fine arts, mobile phones, perfumery, tobacco, cigars, cigarettes, beers, wines, spirits and the like combined total for all such items of £10,000
- 3) Electronic items combined total of £10,000
Electronic items are defined as all items of consumer and commercial electrical appliances and instruments including but not limited to radios, televisions, computers, computer software, hard drives, chips, microchips, printed circuit boards and their components, modems, monitors, cameras, facsimile machines, photocopiers, VCR's, hi-fis, stereos, CD players and the like. (Heavy electrical items such as switchgear, turbines, generators and the like shall be deemed not to be electronics.)

13) EXCLUDED PROPERTY

- 1) Money, Coins, Bullion, Deeds, Bonds, Securities and the like;
- 2) Livestock
- 3) Explosives and Flammables
- 4) Loss of data records other than cost of blank data carrying materials.

14) EXCLUDED CAUSES

- 1) Any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to your property by or under the order of any government or public or local authority.
- 2) Further Financial loss of any kind or description.
- 3) Loss or damage from;
 - i) ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
 - ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or nuclear assembly or nuclear component thereof
 - iii) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
 - iv) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.
- 4) Loss or damage from:
 - i) any chemical, biological, bio-chemical or electromagnetic weapon
 - ii) the use or operation, as a means for inflicting harm, of any computer, computer system, computer software program, computer virus or process or any other electronic system.
- 5) Loss of or damage to your property directly caused by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
- 6) If at the time of loss there is other insurance in force this Insurance shall only respond to the extent that losses are not recoverable under the other insurance.
- 7) This insurance shall be voidable in the event of misrepresentation, mis-description or non-disclosure in any material particular.
- 8) If the claim be in any respect fraudulent, or if any fraudulent means or devices be used by the Insured or any one claiming indemnity under this Insurance or any one acting on his or their behalf, to obtain any benefit under this insurance, or if any loss or damage be occasioned by the wilful act or with the connivance of the Insured, or any one claiming indemnity under this Insurance, all benefit under this Insurance will be forfeited.

15) CLAIMS PROCEDURE

If your goods become lost or damaged and you wish to make a claim on this insurance, please contact us for a claim form. Any claimant under this insurance shall at the request and at the expense of the Insurers do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Insurers for the purpose of enforcing any rights and remedies, or of obtaining relief or indemnity from other parties to which the Insurers shall be or would become entitled or subrogated upon their paying for or making good any loss or damage under this insurance, whether such acts and things shall be or become necessary or required before or after his indemnification by the Insurers.



16) CUSTOMER SERVICE AND COMPLAINTS

If you feel you have not been offered a first class service please write and tell us and we will do our best to resolve the problem. In the unlikely event you remain dissatisfied, please contact The Insurance Administrator : Reason Global Insurance, Lyndean House, 43-46 Queens Road, Brighton, East Sussex BN1 3XB.

In the event you wish to pursue matters further you may be able to refer the matter to the Financial Ombudsman Service. The Financial Ombudsman Service can normally deal with complaints from private individuals and from small businesses with an annual turnover of less than £1 million (for a group of companies, this means a group annual turnover of less than £1 million). The Financial Ombudsman Service can also help with complaints from charities with an annual income of less than £1 million; and from trusts with a net asset value of less than £1 million. The Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR Helpline: 0845 080 1800 Switchboard: 020 7964 1000 Website: www.financial-ombudsman.org.uk

Financial Services Compensation Scheme

Brit Insurance is covered by the Financial Services Authority' Compensation Scheme. You may be entitled to compensation from the Scheme if we are unable to meet our obligations to you under this contract. If you were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract. Further information about the Scheme is available from the Financial Services Compensation Scheme, 7th Floor Lloyd's Chambers, Portsocken Street, London, E1 8BN and on their website www.fscs.org.uk