



**1. WHO WE ARE AND CONTACTING EACH OTHER**

- 1.1 We are Southport Container Storage Ltd a company registered in England and Wales. Our company registration number is 12424622 and our registered office is at GMR Accountants, First Floor, 8-12 London Street, Southport, England, L34 9HX. Our registered VAT number is 901794621.
- 1.2 You can contact us by writing to us at our registered address or telephoning, text messaging or emailing us using the details given on our Website. We will contact you by WhatsApp, telephone or by writing to you at the email address or postal address you provided to us in the Contract Signature Page.
- 1.3 you have any questions or complaints, please contact us. You can contact us by telephoning us at 077712 358403 or by writing to us at sales@southportcontainerstorage.co.uk.

**2. CONTAINER AND RELATED SERVICES**

- 2.1 Subject to payment of the Storage Charges and the terms and conditions of the Contract, during the Term we will provide you with:
  - (a) the use of the Container for the storage of Goods; and
  - (b) access to the Site and the Container during Normal Business Hours is controlled through the registration of your mobile phone number to the gate. You must telephone the gate on arrival, enabling automatic opening of the gate.

**3. GOODS**

- 3.1 You confirm that throughout the Term, you own the Goods in the Container or that of the person who owns or has an interest in them has given you irrevocable authority to store the Goods in the Container subject to this Contract and that you act as a duly authorised agent of any such persons.
- 3.2 If your confirmation is or becomes untrue, you shall reimburse us on demand an amount equal to any costs, expenses, loss or damage suffered by us as a result of your confirmation regarding the true ownership of the Goods being or becoming untrue (and which shall include any costs, expenses, loss and/or damage 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).
- 3.3 If requested by us, you must provide an inventory of all Goods stored in the Container within 2 days of receipt of the request.
- 3.4 We do not provide the Container or related services in respect of, and you are not permitted to store in the Container, any of the following:
  - (a) food or perishable goods unless securely packed so that they are protected from and do not attract vermin;
  - (b) birds, fish, animals or any other living creatures;
  - (c) combustible or flammable materials or liquids such as gas, paint, fuel, oil or cleaning solvents;
  - (d) firearms, explosives, fireworks, weapons or ammunition;
  - (e) chemicals, radioactive materials or similar;
  - (f) toxic waste, asbestos or other materials of a potentially dangerous nature;
  - (g) any item which does or could emit any fumes, smell or odour;
  - (h) any illegal substances, illegal items or goods illegally obtained;
  - (i) liquids (including water) which may cause the Container to 'sweat';
  - (j) motor bikes or vehicles,or any other types of goods that we make you aware from time to time, we will notify you of changes to this list with seven days' notice save in the event of an emergency.
- 3.5 We may refuse to permit you to store any Goods or require you to collect any Goods from the Container if in our reasonable opinion the safety of any person on the Site, or the security of the Site or its

contents would be put at risk by the storage or continued storage of any such Goods.

**4. THE CONTAINER**

- 4.1 The Contract does not create a tenancy of the Container and you do not have the right under it to possess or occupy the Container exclusively.
- 4.2 Because the nature and type of Goods being stored by you from time to time is at your discretion (subject to clause 3.4), you must ensure that the Container is suitable for the storage of the Goods that you store or intend to store in it. We do not guarantee or represent in any way that the Container is a suitable place or means of storage for any particular Goods. We strongly advise you to inspect the Container before storing Goods in the Container and from time to time throughout the Term.
- 4.3 We, together with our agents and contractors, may enter the Container at any time for any reasonable purpose, including (but not limited to):
  - (a) to follow any instructions agreed with you such as to place deliveries for you inside the Container;
  - (b) to inspect the Container and/or the Goods to ensure compliance with the terms of the Contract;
  - (c) we are required to do so by the Police, Fire Services, Trading Standards, HM Revenue & Customs, any other competent authority or by a Court Order;
  - (d) we reasonably believe it to be necessary in an emergency; and
  - (e) to prevent injury or damage to persons or property, which shall include entry to ascertain whether any action needs to be taken to prevent injury or damage.
- 4.4 You must maintain the Container by ensuring it is clean and tidy. If you damage the Container or if it becomes unclean we may retain the Deposit and charge a cleaning fee and claim full reimbursement of our costs from you for repairs, replacement, restoration or any other costs we incur as a result of your failure to comply with this clause 4.4.
- 5. CHANGING CONTAINERS**
- 5.1 We may at any time by giving you seven days' written notice change the Container to another Container (which will not be smaller than the original Container) specified by us. If you do not want to move to another Container, you can terminate the Contract in accordance with clause 14.3.

Where we have required you to move your Goods to another Container, you may (i) provide us with a statement of the anticipated costs, which you will incur in removing the Goods to another Container, in advance of doing so, and provided that in our opinion 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 Container or at your option, we will pay you an amount equal to such costs; or (ii) allow us to move the Goods.
- 5.2 If you have indicated that we may move the Goods or if you have failed to move the Goods when required to do so, or if we have to move the Goods in the event of an emergency (determined by us acting reasonably) we will move the Goods at our own cost. In either case, we will not be liable to you for any loss or damage to the Goods, unless we have wilfully or negligently caused such loss or damage.
- 5.3 If you wish to make a change to the Container or any related services please contact us. We will tell you if the change is possible and changes to the Storage Charges that arise as a result and anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

5.4 We may change the services we provide to reflect changes in the law and to make small changes and improvements without seeking your agreement.

5.5 We may make more significant changes to the services we provide or to these General Terms from time to time, but if we do so we will notify you and you may end the Contract before the changes take effect in accordance with clause 14.3(e).

## 6. SECURITY AND COMPLIANCE WITH POLICIES

6.1 We may take a copy of any proof of identity for you or your Agent you provide us with and keep it on our files.

6.2 We may request proof of identity from you, your Agents or any other person at any time and may refuse access to the Site, the Container and/or the Goods if satisfactory proof of identity cannot be provided.

6.3 You and your Agents will comply with any policies we notify you of from time to time.

6.4 The Site is unmanned and entry is granted through your mobile phone number, you must telephone the gate on arrival to enable an automatic access system through the gate, in accordance with clause 2.1(b) You will not be able to access the Site without your mobile phone. You must keep us updated of changes to your or any Agents' mobile phone number and we may refuse entry to the Site or the Container if in our reasonable opinion the security of the Site or the safety of any person on the Site is at risk. We will have no liability to you for any losses you suffer as a result of not being able to access the Site because you do not provide the correct mobile phone number.

6.5 We will provide you with a padlock for the Container and both Customer and Supplier will hold one key each. You are only permitted to hold one padlock per container. No additional padlocks are permitted.

6.6 You must ensure that the Container is locked and secure from unauthorised entry at all times when you or your Agents are not in the Container. We are not responsible for locking any unlocked Container.

6.7 You should not leave your key with or permit access to the Container to any person other than your Agent. You are responsible at all times for the safe custody of all keys save for the key deposited with us.

6.8 We shall hold the key for you in a safe location and shall only release the key to you: (a) in person at the storage facility against proof of identity or (b) by post. We will not release the key to any person other than you unless we are obliged to do so by law, by the Police, Fire Services, Trading Standards, HM Revenue & Customs, any other competent authority or by a Court Order. We will be under no obligation to release our key to your Agents.

6.9 Where we do not hold a key to any lock placed on the Container, we may break such lock at any time to exercise our rights under clause 8 and you are responsible for our costs in removing such locks.

## 7. YOUR OBLIGATIONS

7.1 You must (and you must procure that your Agents will):

(a) use reasonable care when on the Site and take all reasonable care in respect of the Container, the Site and our property or that of any other customers or other persons on the Site;

(b) inform us immediately of any damage or defect to the Container; and

(c) act in a socially responsible manner and observe all reasonable rules and regulations regarding your conduct of the Site, the safety and security of the Container and Site, including any 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.

7.2 You must not (and you will procure that any other person or your Agents will not):

(a) use the Container or do anything on the Site or in the Container which may be a nuisance to us or the users or occupiers of the Site;

(b) use the Container as offices or living accommodation or as a home or business address and not use the address of the Site or the Container for receiving or sending mail except where agreed otherwise in writing by us;

(c) spray paint or do any mechanical work of any kind in the Container;

(d) attach anything to the internal or external surfaces of the Container or make any alteration to the Container;

(e) connect any electrical appliances to any power supply in the Container or on the Site generally unless the appliance has first been tested in accordance with current legislation and you have provided a valid copy of the certificate to us;

(f) allow any liquid, substance, smell or odour to escape from the Container or any noise to be audible or vibration to be felt outside the Container;

(g) cause any damage to the Container or any other part of the Site or its facilities or to any property (whether our property or that of any other person);

(h) cause any obstruction in any part of the Site and you must at all times exercise courtesy to others and reasonable care for your own safety and that of others on the Site;

(i) connect or provide any utilities or services to the Container unless authorised in advance in writing by us.

## 8. AGENTS

8.1 You may appoint Agents by written notice to us who you authorise us to grant access to your Goods and the Container, or accompany you whilst you are on the Site.

8.2 You are responsible for the acts and omissions of your Agents, whether to us or other users or occupiers of the Site and you agree to procure their compliance with the Contract.

8.3 You may withdraw authorisation of an Agent at any time in writing.

## 9. RISK AND INSURANCE

9.1 The Goods shall at all times be your sole risk, and you must insure them using a suitable insurance policy.

9.2 The following provisions apply:

(a) you warrant and represent that prior to bringing the Goods onto the Site you have obtained adequate insurance under a valid contract of insurance with a reputable insurance company for the full replacement value of the Goods and that you will not cause or allow that insurance cover to lapse whilst the Goods or any of them remain on the Site. You will provide us with copies of insurance documents upon our request;

(b) you will not allow the aggregate value of the Goods in the Container to exceed the insured value;

(c) we may terminate the Contract and require you to remove the Goods if your policy of insurance expires and you do not replace it; and

(d) inspection of insurance documents by us does not mean we have approved insurance cover or deemed it sufficient.

## 10. CHARGES

10.1 The Storage Charge shall be as set out in the Contract Signature Page, subject to change in accordance with clause 10.2.

10.2 We may alter the Storage Charge from time to time upon giving you at least four weeks' written notice. The change in Storage Charges will then take effect for the next Renewal Storage Period.

10.3 You must pay us:

(a) the Deposit and the Key Deposit on the Commencement Date;

(b) the Storage Charge for the Initial Storage Period on the Commencement Date;

(c) the Renewal Storage Period for each subsequent 4 week period in advance on the Due Date. And

(d) the Storage Charge for any Renewal Storage Period in advance on the Due Date.

10.4 Our charges are exclusive of VAT. If the rate of VAT changes between the Due Date and the date we provide the Container and related

- services, we will adjust the rate of VAT that you pay, unless you have already paid in full before the change in the rate of VAT takes effect.
- 10.5 If you think an invoice is wrong please contact us. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.
- 10.6 You must pay all charges by recurring direct debit or (in the case of the Deposit and Storage Charge for the Initial Storage Period) by credit or debit card unless otherwise agreed in writing.
- 10.7 If you have paid to us a Deposit, we will return it to you (without interest) after the Contract terminates or expires less any amount we may reasonably deduct to cover:
- (a) any unpaid Storage Charges (together with any interest due on outstanding payments and/ or administrative charges due under clause 11) which have not been paid or any unpaid removal or other charges; and/ or
  - (b) any other obligation to us that you have not performed.
- 10.8 We may set off any Storage Charges or other amounts owing to us from you against any sums payable by us to you (including the Deposit).
- 11. LATE PAYMENT OR FAILURE TO PAY**
- 11.1 The time of payment of all amounts owing to us is of the essence of the Contract and if you fail to pay any sum owing to us we will be entitled to seek the full amount of any outstanding sum together with interest on these sums calculated at the rate of 4% above the base rate of Lloyd's Bank calculated from the date when payment becomes due up to and including the date of actual payment (whether before or after judgement);
- 11.2 If you fail to make payment of any outstanding sum on the Due Date and you still have not paid what you owe within 14 days of a request from us for you to do so then we may refuse you and your Agents the right to access the Site and the Container.
- 12. SELLING YOUR GOODS TO RECOVER PAYMENT OF CHARGES**
- 12.1 We have a general and particular lien on the goods in our possession as security for payment of all sums due to us from you. This means we have a right to seize and sell or otherwise dispose of some or all of the Goods as security for your obligation to make payment under this Contract. The Storage Charges continue to accrue on Goods detained under lien.
- 12.2 If we choose to exercise our rights under clause 12.1 then we will first give you written notice of our intention to sell the Goods if the amount due is not paid in full within 14 days. If the amount due is still not paid by the expiry of that period, we may sell or otherwise dispose of some or all of the Goods as your agent and at your expense and risk without any requirement to give you further notice.
- 12.3 We will sell the Goods by the best method (in our reasonable opinion) to obtain a selling price reasonably obtainable in the open market, but we are not liable for the price obtained for the sale or disposal of the Goods. We will notify you as soon as reasonably practicable following the sale of the Goods with details as to the amount the Goods were sold for and the costs of sale (including all reasonable removal and transportation costs).
- 12.4 We will use the proceeds of the sale of the Goods to: i) pay the costs of the sale of the Goods, and ii) against the balance of outstanding sums due to us. If there is any surplus then we will pay the balance to us provided you tell us where to send the monies. Interest will not accrue on such sums. If the sale of the Goods does not cover what you owe to us you will remain liable for any shortfall and interest shall continue to accrue on any balance owing to us.
- 12.5 If the Goods cannot be sold or, in our reasonable opinion, are unsuitable for sale, then you authorise us to treat the Goods as abandoned and we may dispose of them as we may reasonably see fit, and at your cost.
- 13. OUR RESPONSIBILITY FOR LOSS OR DAMAGE**
- 13.1 If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this Contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the Contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.
- 13.2 We do not exclude any liability which cannot lawfully be excluded, this includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation and for breach of your legal rights in relation to the services we provide.
- 13.3 The Goods are at your risk and you must insure them and you are responsible for and bear the risk of any and all theft, damage to and deterioration of the Goods for any reason. Save that we will make good any damage we cause directly to your Goods by our negligence or breach of contract. We are not responsible for the cost of repairing any pre-existing faults, or damage to the Goods that we discover while they are stored in the Container or in the course of our providing related services.
- 13.4 If you use the Container for any commercial or business purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 13.5 Subject to clause 13.2, the limit of our overall liability to you is £150.
- 14. HOW LONG THE CONTRACT LASTS AND RENEWALS**
- 14.1 The Contract shall take effect upon the Commencement Date and shall continue for 3 months unless either of us terminate it in accordance with its terms.
- 14.2 The Contract will automatically renew for a Renewal Storage Period unless either you or we give the other at least 14 days' written notice prior to the end of the relevant Storage Period to terminate the Contract. In such cases the Contract will terminate with effect from the end of the relevant Storage Period.
- 14.3 You may end the Contract at any time by giving us written notice if:
- (a) we commit a material breach of the Contract and if such breach is capable of remedy, we do not remedy it within 7 days of you requiring us in writing to do so;
  - (b) we cease trading or become insolvent;
  - (c) where we require you to change the Container under clause 5.1, you do not wish to do so;
  - (d) under clause 15.1 where we cannot continue to provide the Container or related services as a result of circumstances outside of our control, and this, or is anticipated to last, more than 3 days; or
  - (e) we have notified you of changes to the services we provide, these General Terms under clause 16.1 and you do not wish to continue under such new terms.
- 14.4 We may end the Contract at any time by giving you written notice if:
- (a) you do not pay us any amount outstanding within 14 days of us requesting payment;
  - (b) you commit a material breach of the Contract and if such breach is capable of remedy, you do not remedy it within 7 days of us requiring you in writing to do so; or
  - (c) you persistently breach the terms of the Contract; or
  - (d) you become insolvent, bankrupt or enter into any arrangement with creditors.
- 14.5 On termination:
- (a) You must remove all Goods and any other items from the Container and leave the Container in the same condition as it was at the Commencement Date. You will be liable for our reasonable costs of cleaning or repairing the Container and/ or disposing of any Goods or other items should this be necessary.

- (b) Any Goods or other items remaining in the Container following 3 days of termination of the Contract will be treated as abandoned and we may dispose of them as we see fit with no liability to you.
- (c) Upon vacation of your Container, you will need to arrange to meet a member of our team at the Site, who will then accompany you to inspect and secure the Container and complete a vacation record in order that storage rental can be terminated.

## 15. GENERAL

- 15.1 We may need to suspend the provision of the Container and related services where events outside of our control prevent us from being able to provide them in accordance with the Contract. If this is the case we will notify you as soon as reasonably possible. If any such suspension lasts, or is anticipated to last, more than 3 days, then you may terminate the Contract upon written notice to us. We are not liable for breach of contract during such periods where our compliance is prevented by events outside our control.
- 15.2 Where a party is required to give written notice to the other then such notice must be in writing and sent:
- (a) to us:
    - (i) in writing by post or hand delivery to our registered address; or
    - (ii) by email to [sales@southportcontainerstorage.co.uk](mailto:sales@southportcontainerstorage.co.uk) or such other address or email address as we may notify you in writing from time to time;
  - (b) to you:
    - (i) in writing by post or hand delivery to the address given by you in the Contract Signature Page;
    - (ii) by email to the email address given by you in the Contract Signature Page; or
    - (iii) by text messaging (including WhatsApp messaging to the number given by you in the Contract Signature Page or as updated by you to us from time to time,
    - (iv) or such other address or email address as you may notify us in writing from time to time.
- Any notice shall be deemed to have been received if delivered by hand, at the time the notice is left at the proper address, if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting, or if sent by email, text or WhatsApp at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume. For the purposes of this clause Business Hours are 9am to 5pm in England.
- 15.3 Where you are more than one person (i.e. two or more people are jointly entering into the Contract and are both named as the Customer in the Contract Signature Page) then your liability is joint and several. This means that each person will be fully liable for the obligations of itself and the other. We may take action against, or release or compromise the liability of, one of you without affecting the liability of the other(s).
- 15.4 We may transfer our rights and obligations under the Contract to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the Contract.
- 15.5 You cannot transfer your rights or your obligations under the Contract to another person without our written consent. We may withhold our consent for any reason.
- 15.6 The Contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 15.7 Each of the clauses of these General Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.
- 15.8 If we do not insist immediately that you do anything you are required to do under the Contract, or if we delay in taking steps against you in

respect of your breaking the Contract, that will not mean that you do not have to do those things or prevent us taking steps against you at a later date.

- 15.9 The Contract constitutes the entire agreement between you and us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party agrees that it 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. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract.
- 15.10 These terms are governed by English law and you can bring legal proceedings in respect of the services in the English courts.

## 16. DEFINITIONS

- 16.1 In these General Terms, the following words shall have the following meanings:
- Agent:** a person authorised by you to have access to the Goods and the Container.
  - Business Day:** a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
  - Contract:** the contract between you and us for the Container and related services consisting of the Contract Signature Page and these General Terms.
  - Contract Signature Page:** the document signed by each of us for you to use the Container to which these terms are appended.
  - Commencement Date:** the date set out in the Contract Signature Page, or if not expressly set out there, the date of last signature of the Contract Signature Page.
  - Container:** the secure storage container as set out in the Contract Signature Page, or any alternative or replacement container in which the Goods are to be stored in accordance with the Contract.
  - Deposit:** the deposit payable by you to us being equivalent to four weeks' Storage Charges and set out in the Contract Signature Page.
  - Due Date:** the first day of any Storage Period, or the previous Business Day if such day is not a Business Day.
  - General Terms:** these general terms and conditions.
  - Goods:** the goods or items you store in the Container.
  - Initial Storage Period:** 4 weeks starting on the Commencement Date.
  - Key Deposit:** means the deposit amount for the key to your Container being £25.
  - Normal Business Hours:** the hours we permit access to the Site and the Container as may be displayed from time to time at the Site.
  - Renewal Storage Period:** 4 weeks.
  - Site:** our facility at Russell Road Industrial Park, Russell Road, Southport, PR9 7SY.
  - Storage Charge:** the charge, per Container as set out in the Contract Signature Page or as may otherwise be varied in accordance with the Contract.
  - Website:** [www.southportcontainerstorage.co.uk](http://www.southportcontainerstorage.co.uk).