

KING'S LYNN SELF STORAGE TERMS AND CONDITIONS OF STORAGE

DEFINITIONS

'The Company': King's Lynn Self Storage, which is an operating name of the holding company Grove Property Developments Limited.

'The Customer': The person or persons who complete and sign the Tenancy Agreement. These persons must provide two forms of identification when signing the Tenancy Agreement.

'The Goods': Any items which are stored in the specific storage facility rented by the Customer.

GENERAL

1. The Company undertakes all services subject solely to the following conditions, which can be varied only in writing by the Company.
2.
 - (i) The Customer warrants that it is either the owner of the Goods or a person or persons authorised by the owner to accept these Conditions on the owner's behalf.
 - (ii) Any Agreement between the Customer and the Company is personal to the Customer and shall not otherwise be transferred without the prior written consent of the Customer and/or the Company.
 - (iii) The customer further warrants and undertakes that:-
 - (a) when presented for storage, the goods will be securely and properly packed and in such condition as not to cause damage or injury or the likelihood of damage to the property of the Company or any other goods.
 - (b) No goods are to be stored that may endanger persons or property on or near the storage site. No goods of a dangerous or illegal nature are to be stored.
 - (c) All goods are stored at the Customer's sole risk and expense and the Customer shall insure the Goods against all insurable risk at full replacement value.
 - (d) The Customer will abide by the Health and Safety rules and regulations of the storage site.
3. These conditions shall prevail over any terms or conditions contained in the Customer's order, acceptance or other communications and shall be deemed to have been accepted by the Customer in preference to such other conditions, unless the Customer has notified the Company specifically in writing of any proposed variation of these conditions and such variation has been agreed specifically in writing by the Company.
4. All contracts between the Company and the Customer shall be governed in all respect by The Law of England and the Customer hereby submits to the exclusive jurisdiction of the English Courts.

LIABILITY

5.
 - (i) No insurance is given or implied by the Company. It is the Customer's responsibility to make arrangements to cover the Goods against all insurable risk to the full replacement value thereof.
 - (ii) The Company shall not be liable for any loss, damage or injury to the Goods (except insofar as liability cannot be excluded in terms of The Unfair Contract Terms Act 1977) unless such loss, damage or injury shall have arisen as a result of the negligent act or default on the part of the Company or

its employees.

(iii) The Company shall not be liable for any claims unless a claim has been placed in writing to the Company within 21 days of the cause of the claim coming to the Customer's knowledge or of the Goods being removed by the Customer, whichever is the earlier.

(iv) The benefit of these Conditions shall extend to all the employees from time to time of the Company, who shall each be entitled to every right, defence and exemption or limitation of liability to which the company is entitled hereunder.

6. (i) In any of these circumstances referred to in condition 6 (ii) hereof, and otherwise with written consent of the Customer, the Company shall be entitled to arrange for any part of the service to be performed by other contractors and in this event these terms and conditions shall apply to such services.

(ii) The circumstances referred to in condition 6 (i) hereof are storm, flood, fire, riot, industrial dispute, labour disturbance or any other emergency reasonably requiring such action by the Company.

7. (i) The Customer shall reimburse all duties and taxes that the Company maybe required to pay in respect of the goods.

CHARGES, PAYMENTS AND LIEN

8. (i) The Company's charges, which may be increased from time to time by at least 21 days prior notice to the Customer, shall be payable in advance in respect of each complete period of one week (minimum period being one week) during the period of storage and in any event for the duration of this agreement.

(ii) The Company shall not be bound to allow the removal by the Customer or any person authorised by the Customer of the Goods from the Company before all amounts due to the Company have been paid. In the event of amounts being due and unpaid by the Customer the Company shall place a lock upon the Goods. The Customer shall pay an administration charge to the Company upon the payment of all amounts due and unpaid to remove the aforementioned lock. Interest on amounts due and unpaid shall be payable from the date when payments of such amounts fell due and shall be calculated on a daily basis at the rate of 8 per cent per annum. Further, the Company shall have a general as well as a particular lien on the Goods for the payment of all amounts due from the Customer on any account. During the whole period of the exercise of such lien the Company may continue to charge its weekly storage charges.

ACCESS

9. Subject to condition 12, the customer shall be entitled during the entitled period of the Agreement (but not thereafter) to have access to the Goods Monday – Sunday 9am to 5pm. Access outside these hours may be allowed by prior arrangement with the Company, however no right of access outside opening hours is given or implied by the Company.

10. The Customer is fully responsible for access to the Goods. The Customer shall have the only key(s) to the Goods. The Company shall not be liable for any access to the Goods which has not been authorised by the Customer.

11. The Company reserves the right to gain access to the Goods in any circumstances relating to condition 8 (ii).

TERMINATION

12. (i) The Goods shall be removed by the Customer from the custody or control of the Company at such dates as may have been agreed between the parties. In the absence of such an agreement the Customer shall give 48 hours notice

to the Company of the Customer's intention to quit. One week's charges shall be payable by the Customer to the Company if this notice period is not observed. Further, in the absence of the aforementioned agreement, and otherwise where reasonably necessary, the Company may at any time by notice in writing to the Customer require removal of the Goods within 21 days from the date of such notice.

(ii) In the event of failure by the Customer to pay any amount due to the Company or to remove any of the Goods from the custody or control of the Company (notice in accordance with condition 12 (i) having been given) at all due time, the Company may, without prejudice to its other rights and remedies against the Customer, give notice in writing to the Customer of the Company's intentions to sell or otherwise dispose of the Goods at the Customer's entire risk and expense if such amount is not paid and/or such Goods are not removed within 21 days. On the expiry of such period, if such payments have not been made and/or the Goods have not been moved, the Company shall be entitled to sell or otherwise dispose of all or any part of the Goods at the Customer's entire risk and expense by the best method reasonably available. The proceeds of any sale or disposal shall be remitted to the Customer after deduction there from of all expenses and all amounts due to the Company from the Customer on any account.

(iii) In the event of failure by the Customer to pay any amount due to the Company or to remove any of the Goods from the custody or control of the Company (notice in accordance with condition 12 (i) having been given) at all due time or any other failure by the Customer to meet these terms and conditions, the Company reserves the right to move the storage container with its contents therein to a different location. The Company may, without prejudice to its other rights and remedies against the Customer, charge all costs for the removal of the container by crane and haulage to its new location to the Customer. The Company will bear no responsibility for any breakages or other losses resulting from the removal of the container.

RESPONSIBILITY

13. The Company shall be relieved of its contractual obligations to the extent that their performance is prevented by, or their non-performance is the direct or indirect consequence of the act, neglect, or default of the Customer, including any breach by the Customer of the warranties contained in condition 2, or by storm, flood, fire, explosion, riot, industrial dispute, labour disturbances or other cause beyond the reasonable control of the Company.
14. The Company reserves the right to refuse to accept, handle, store or carry any goods and acceptance for storage shall not imply any warranty as to fitness for storage.
15. The Customer shall not be entitled to set off any amount due to it by the Company against any payments which are due by it to the Company under the Agreement or otherwise.
16. The Customer shall not store any goods that may endanger persons or property on or near the storage site. No goods of a dangerous or illegal nature are to be stored. Should the Company have any doubts relating to the Goods, the Company reserves the right to view the Goods at any time and shall inform customs and/or the Police as it deems necessary.
17. Any notice or statement of account given by the Company to the Customer shall be duly given if left or sent to the last known address of the Customer and such notice or statement shall, if posted, be deemed to have been given two week-days after posting.