



BLUE BEAR SELF STORAGE TERMS AND CONDITIONS

PART ONE

**Terms and Conditions
for a Licence of a Container
to Store Goods**



PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY, AS THEY OUTLINE IMPORTANT INFORMATION ABOUT HOW OUR SERVICE OPERATES. IN PARTICULAR, PLEASE TAKE NOTE OF:

**CONDITIONS
6.5 & 6.7**

Which outline what you are permitted to store at our sites and how you may use your container.

**CONDITIONS
9**

Which sets out liability and storeprotect provisions.

**CONDITIONS
4.11, 4.13,
6.9, 6.10**

Which detail interest and additional charges that may apply if you breach your obligations.

1 DEFINITIONS AND INTERPRETATION

- 1.1** The terms and expressions defined in the Licence Form shall have the same meanings in these General Conditions, unless these General Conditions specify otherwise and in addition the following definitions and rules of interpretation apply in this Licence:

Access Hours: the hours We permit You to access the Container as set out in the Licence Form.

Conditions: these terms and conditions, together with any additional terms that have been recorded in writing as part of the agreement between You and Us.

Container: means the container that We allocate for Your use from time to time.

Data Protection Legislation: (i) UK GDPR and the Data Protection Act 2018, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the UK GDPR or the Data Protection Act 2018.

Fees Deposit: means the deposit (if any) in relation to Licence Fees and Other Charges as we shall require You to pay to Us on entering into this Licence and recorded in writing.

General Conditions: the conditions set out in Parts 1 and 2 of this Licence.

Goods: anything You store in the Container at the time during the Licence Period.

Key Deposit: means the deposit payable by You to Us on entering into this Licence if required in relation to a specific type of Container at our standard rate from time to time.

Licence Fees: the amount specified on Your invoice (based on the Weekly fee specified on the Licence Form) plus any Other Charges which shall also be paid by You where it is or becomes applicable.

Licence Form: the online booking form which You submit to Us online or which is completed by Our staff over the telephone on Your behalf.

Licence Period: the initial period as set out in the Licence Form starting on the Start Date then automatically renewed for successive periods of the same number of weeks unless and until terminated by You or Us in accordance with Condition 12.

Other Charges: Our fees for (each, as applicable): the sale of general merchandise, extended access, transportation, rental equipment, electricity or any other service, late payment fees, repair costs and/or cleaning fees (and any VAT payable on any of them) that may be incurred by You from time to time.

Passcode: the access code to the Container issued by Us to You in accordance with Condition 3.1

Payment Date: the Start Date for This Licence and the first day of each following Licence Period, or such other date We agree in writing with You.

Prompt Payment: in respect of the payment of each and every sum due under this Licence, payment on the Payment Date or within 2 working days afterwards, and in respect of any sum being due under any other agreement between You and Us, payment within 5 days of that sum being demanded in writing.

Site: the site where the Container is located as set out in the Licence Form.

Start Date: the Start Date set out in the Licence Form.

Termination Date: the last day of the first Licence Period then when this Licence renews automatically the date of termination of this Licence in accordance with Condition 12.

Termination Notice Period: the period of written notice stated on the Licence Form.

This Licence: the licence entered into between You and Us, which includes the Conditions and the Licence Form.

UK GDPR: the retained EU law version of the General Data Protection Regulation ((EU) 2016/679).

You, Your: the Customer.

We, Us, Our: the Licensor.

Your Debt: has the meaning described in Condition 5.1.

- 1.2** The provisions of Part 2 will apply to any Customer who is an individual and who is entering into this Licence for the provision of storage services for purposes wholly or mainly outside the Customer's trade business craft or profession.
- 1.3** If You are a consumer and there is any conflict between the provisions of Part 1 and Part 2 of these General Conditions, Part 2 shall prevail.
- 1.4** Person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.
- 1.5** A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.6** Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7** A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.8** A reference to writing or written includes fax and e-mail.
- 1.9** References to Conditions are to conditions in these terms and conditions.
- 1.10** Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2 BASIS OF AGREEMENT

- 2.1** Your submission of a Licence Form is an offer by You to enter into this Licence in accordance with these General Conditions.
- 2.2** Any descriptive matter or advertising issued by Us and any descriptions of the Containers or Our services contained in Our catalogues, brochures or our website are issued or published for the sole purpose of giving an approximate idea of the items described in them. They shall not have any contractual force.
- 2.3** These General Conditions apply to the exclusion of any other terms that You seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.4** Unless specified otherwise, any quotation given by Us shall not constitute an offer and is only valid for a period of 7 working days from its date of issue.
- 2.5** If You register on Site, This Licence shall come into effect when We issue You with a copy of this Licence signed by Us. If you register online or over the telephone, This Licence shall come into effect when we issue You with Our confirmation of Your order.

3 STORAGE

- 3.1** When We issue You with the signed Licence or confirmation of order in accordance with Condition 2.5 We will also issue a Passcode to You.
- 3.2** You must keep the Passcode secure and confidential at all times and it is Your responsibility not to allow any person access to the Passcode unless You want them to have access to Your Container.
- 3.3** So long as Your Licence Fees are paid up to date, without limiting Condition 6.2, You are licensed to store Goods in the Container in accordance with this Licence during the Licence Period.
- 3.4** You are deemed to have knowledge of the Goods in the Container.
- 3.5** This Licence does not:
 - 3.5.1** create a tenancy or lease or the relationship of landlord and tenant between You and Us; or
 - 3.5.2** mean that We are bailees or custodians of the Goods.
- 3.6** You confirm throughout the Licence Period that:
 - 3.6.1** the Goods in the Container from time to time are Your own property; or
 - 3.6.2** the person who owns or has an interest in the Goods has given You their authority to store the Goods in the Container on the terms and conditions in this Licence and that You act as the agent of that person. You indemnify Us against any loss or damage suffered by Us for breach of this warranty including against any loss, damage or expenses incurred by Us (including any reasonably incurred legal fees) arising from any step or action taken by any person who owns or has an interest in the Goods.

- 3.7** Extended access is available between the hours indicated on the Licence Form and is only provided in return for a further fee being paid. We may decline Your request for extended access depending on the Site.
- 3.8** You will promptly prepare a fire risk assessment for Your Container(s) if We ask You to complete a fire risk assessment.
- 3.9** You are encouraged to complete an inventory of Your Goods and submit the inventory to Us at the start of Your storage with Us. We do not inspect the Goods when they arrive on the Site and We do not keep any records concerning, or any other inventory of, the Goods.
- 3.10** Save as noted on any inventory supplied We do not have and will not be deemed to have knowledge of the Goods, or of the nature, condition or state of repair of any Goods.

4 DEPOSIT AND PAYMENT

DEPOSIT

- 4.1** If You are required to pay a Fees Deposit and/ or a Key Deposit, You must pay Us the relevant Deposit when You enter into this Licence.
- 4.2** Any Key Deposit taken for keys will be returned to You at the point stated in Condition 4.4 as long as the keys have been returned to Us.
- 4.3** Any Fees Deposit taken will be returned at the point stated in Condition 4.4, less any amount We may deduct to cover:
- 4.3.1 any breach of Conditions 6.5 and 6.8;
 - 4.3.2 Your Debt or any unpaid removal or other charges;
 - 4.3.3 any other obligation to Us that You have not performed; and/or
 - 4.3.4 any sums accruing in respect of repairs or cleaning or the making good of Your breach of this Licence or the Conditions which We consider is required as a result of the storage of the Goods within the Container, in order to bring the Container up to substantially the same standard and condition as it was at the Start Date.
- 4.4** We will refund the Fees Deposit and/or the Key Deposit (or the balance after We have made any deductions) to You within 14 days of the Termination Date. Any such refund will be by company cheque, direct debit or an electronic transfer to a credit/debit card.

OUR LICENCE FEES AND MARKETING OFFERS

- 4.5** VAT will be chargeable on all sums payable where required by UK VAT legislation.
- 4.6** When You accept and submit the Licence Form, You must pay Us Our Licence Fees for the initial Licence Period. After that, You must pay Our Licence Fees on the Payment Date in advance for the following Licence Period unless agreed otherwise and stated on the Licence Form.

- 4.7** All sums payable to Us under this Licence will become due immediately upon termination of this Licence in accordance with Condition 12.
- 4.8** From time to time we may make promotional offers available for example We may offer 4 weeks rent free subject to a minimum 8 week commitment. In relation to any such offer the licence fee will be paid in advance. We will include details of current promotional offers on Our website.
- 4.9** It is Your responsibility to make sure that payment is made directly to Us on time and in full throughout the period of storage. If You pay by direct transfer, You must make sure that You identify the payment clearly so that We can easily see that it relates to Your account.
- 4.10** If You do not pay any of Our Licence Fees by their Payment Date We may immediately without notice to You:
- 4.10.1 withdraw any further discounts, deductions, business services (where applicable) or other rebates on Our Licence Fees agreed to be granted by Us to You; and/or
 - 4.10.2 disable Your Passcode.
- 4.11** If You do not pay Our Licence Fees:
- 4.11.1 within 10 days after the Payment Date We will charge You a late fee of £20 + VAT to cover the costs We incur in chasing payment from You in the first 30 days;
 - 4.11.2 We will carry out a site visit to inspect Your Container once Your debt is overdue by 20 days or more and We will charge an administration fee of £100 + VAT to cover the costs We incur for this visit; and
 - 4.11.3 After 30 days we will charge you a debt collection fee of £50 + VAT to cover the costs that We will incur in recovering payment from You.
- 4.12** Where You have more than one licence with Us, all will form one account with Us and We may choose to apply any payment made by You or on Your behalf for this Licence against any debt due from You to Us on any licence in the account.
- 4.13** Every time any amount submitted by You by way of payment of Our Licence Fees is dishonoured, You must immediately on demand pay Us an administration fee of £1 to cover the charges levied on Us by Our bank or payment service providers. Once a payment method has been dishonoured We can no longer accept payment in this form and require payment of Your outstanding account by cash, debit card or credit card.
- 4.14** If You make a part payment of any of Our Licence Fees outstanding under this Licence and We retain Your part payment, this will not affect Our ability to take any action against You or to exercise any Rights that We have under this Licence in respect of Our Licence Fees that remain outstanding from You. The time period from which We may take such action will still start from the Payment Date on which the original Licence Fees were due and the Payment Date will not be extended as a result of Your part payment.

5 DEFAULT — RIGHT TO SELL OR DISPOSE OF GOODS

- 5.1** We take the issue of Prompt Payment very seriously. It is very important that You make Prompt Payment of each and every sum whether invoiced or not, owing from You to Us from time to time under this Licence or any other agreement between You and Us (in this Licence called "Your Debt").
- 5.2** If You do not make Prompt Payment of Your Debt, You agree that:
- 5.2.1 the Goods are left in the Container at Your sole risk;
 - 5.2.2 without limiting Condition 5.2.1 or 6.5 or 9.2, We exclude any liability in respect of the Goods when payment of Our Licence Fees or charges is overdue; and
 - 5.2.3 We may immediately exercise the lien described in this Licence (in particular in Condition 5.3).
- 5.3** A lien means that We have a right to retain the Goods until We have received full payment of Your Debt, and We may sell or dispose of the Goods as described below. We have a lien over the Goods for Your Debt until payment of Your Debt in full has been received by Us in cash or by cleared funds. The following Conditions apply to Our lien:
- 5.3.1 We are entitled to continue to charge You, and You shall pay Us, fees and charges at the same rates as under this Licence from the date Your Debt becomes due until payment is made in full or the Goods are sold or disposed of; and
 - 5.3.2 in default of the Prompt Payment of Your Debt, You authorise Us:
 - 5.3.2.1 to refuse You and Your agents access to the Goods, the Container and the Site, and to overlock the Container;
 - 5.3.2.2 to access the Container and inspect and remove the Goods to another store area;
 - 5.3.2.3 to apply any Fees Deposit against Your Debt and, if the Fees Deposit is insufficient to clear Your Debt in full, to hold onto and/or ultimately sell or dispose of some or all of the Goods as described in Condition 5.4 onwards, and You will be required to pay Our costs of taking this action, including any costs associated with accessing the Container, cleaning the Container, disposing of or selling the Goods and administering the debt collection and sale process (including charges for Our own time, auction costs and debt collection agency costs).
- 5.4** If Your Debt is not paid 30 days after the Payment Date or if You fail to collect the Goods after We have required You to collect them or if You fail to collect the Goods upon expiry or termination of this Licence, then subject to Conditions 5.6, 5.7 and 5.8:
- 5.4.1 We may sell the Goods as if We were the owner of the Goods;
 - 5.4.2 We will pass all ownership of the Goods to the buyer;
 - 5.4.3 We will use the proceeds of sale to pay:
 - 5.4.3.1 first the reasonable costs incurred by Us in administering the debt collection and sale process. These costs will include (for example) auction costs, removal costs, cleaning costs and charges for Our own time spent all incurred in relation to the sale of the Goods;
 - 5.4.3.2 secondly to pay Your Debt and to hold any balance for You. We are not required to give You any interest on the balance; and

5.4.4 if all the proceeds of the sale are insufficient to discharge:

5.4.4.1 all or any of the costs described in Condition 5.4.3.1; and

5.4.4.2 Your Debt,

You must pay any balance outstanding to Us within 5 days of a written demand from Us, which will set out the balance remaining due to Us. Interest will continue to accrue on Your Debt until payment has been made. We are still entitled to take other legal action to recover the balance of Your Debt and to add the costs of taking such action to Your Debt.

5.5 Equally, on expiry or termination of this Licence, if You fail to collect the Goods after We have required You to collect them or on the Termination Date of this Licence, then We are authorised to treat the Goods as abandoned and may sell or dispose of the Goods in accordance with this Condition 5. You will be liable for Licence Fees for the period from the Termination Date until the sale or the disposal of the Goods together with any costs of sale or disposal (including charges for Our own time) (also referred to as "Your Debt")

5.6 Before We sell or dispose of the Goods, We will give You notice in writing (provided by email, and/ or where We consider it necessary, by hand, registered letter or recorded delivery service) directing You to pay Your Debt (if You are in debt) or to collect the Goods (if they are treated as abandoned). If You do not pay Your Debt or collect the Goods (as applicable) within 10 days of the date of the notice, We will sell or dispose of the Goods. We do not agree to give You any further notice of any intended sale or disposal and You consent to and authorise the sale or disposal without further notice regardless of the nature, content or value of the Goods.

5.7 We will sell the Goods by any method(s) reasonably available to achieve a selling price reasonably obtainable in the open market, taking into account the costs of sale.

5.8 If the Goods cannot reasonably and economically be sold (for any reason whatsoever) or they remain unsold despite Our efforts or they are not in Our opinion saleable, You authorise Us to treat them as abandoned by You and to destroy or otherwise dispose of them at Your cost (and this cost will be added to Your Debt). This includes Goods which may contain personal data.

5.9 If We discover cash as part of Your abandoned Goods the following will apply:

5.9.1 For amounts in excess of £500 We will report to the police and then act in accordance with police instructions; and

5.9.2 For amounts of £500 or less We will use the cash to pay any outstanding debts due to Us and will then hold any balance for a period of 6 months. If the balance has not been claimed by You at the end of that 6 month period We will pay the balance to a charity of our choice.

5.10 We may also dispose of Your Goods if Your Goods are damaged due to fire, flood or any other event that has made the Goods (in Our opinion) severely damaged, of no commercial value, or dangerous to people or our Site. We do not need Your prior approval to take this action, but We will send notice to You within 7 days of assessing the Goods (or, where possible, We will try to give You prior notice).

5.11 You agree that We may immediately move, sell or dispose of any items that You leave unattended in common areas or outside of Your Container. Any costs for carrying out this service will be added to Your next Licence Fee or to Your Debt (as appropriate). Where possible, We try to give prior notice.

6 ACCESS

- 6.1** You have the right to access the Container at any time during the Access Hours of the Licence Period only for the purposes of depositing, removing, substituting or inspecting the Goods and Your regular inspection of the Container for damage to or unsuitability for the Goods. You are not permitted to have access to the Container for any other purposes or outside Access Hours (unless You have paid to have extended access or have a separate agreement which is stated on Your Licence Form).
- 6.2** Only You and persons authorised in writing or accompanied by You will be allowed to have access to the Site. Any such person is Your agent for whose actions You are responsible and liable to Us and to the other users and licensees of Containers at the Site. You may withdraw any authorisation at any time, but the withdrawal will not be effective until We receive it in writing. We may ask for proof of identity from You or any other person at any time (although We are not obliged by this Licence or otherwise to do so) and 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 consider that the safety of any person at the Site, or the security of the Container or its contents, or other containers at the Site or their contents may be put at risk.
- 6.3** You permit Us and Our agents and contractors to access the Container and if necessary We may break the lock to gain access to the Container:
- 6.3.1 if We give You not less than 7 days' notice so that We may inspect the Container or carry out planned repairs, maintenance and alterations to it or any other Container or part of the Site; and
 - 6.3.2 at any time without notifying You beforehand (but We will give You notice as soon as practicable afterwards as long as We are not prevented by law from telling You):
 - 6.3.2.1 if We reasonably believe that the Container contains any items described in Condition 6.5 or is being used in breach of Condition 6.7 and 6.8;
 - 6.3.2.2 for the purpose of checking whether the Container contains any items described in Condition 6.5 or if We reasonably consider that such access is necessary to ascertain whether action needs to be taken to prevent injury or damage to persons or property;
 - 6.3.2.3 if We are required to do so by the Police, Customs, Fire Services, Trading Standards, Local Authority, by a Court Order, by a competent authority or by law;
 - 6.3.2.4 if you change the padlock to one not supplied by Us;
 - 6.3.2.5 for any purpose if We believe it is necessary in an emergency (including for repair or alteration) or to prevent injury or damage to persons or property;
 - 6.3.2.6 to obtain access for relocation purposes in accordance with Condition 8.1; or
 - 6.3.2.7 to obtain access in accordance with Our powers if You have not made Prompt Payment of Your Debt.

CONDITIONS

- 6.4** You must ensure that the Container is locked so as to be secure from unauthorised entry at all times when You are not using the Container. We will not be responsible for locking any unlocked Containers. You should not leave Your key with or permit access to Your Container to any person other than Your own agent, who is responsible to You and subject to Your control. If You do so, You do so at Your own risk whether or not any such person is Our employee or agent. We do not accept any liability for any person (including Our employee or agent) holding Your key and having access to Your Container and any such person acts as Your agent only.
- 6.5** You must not store or keep (and You must not allow any other person to store) any of the following in the Container:
- 6.5.1 food or perishable goods unless approved by Us. If approved by Us, all such items must be adequately protected in rigid plastic or metal containers so do not attract insects or vermin;
 - 6.5.2 plants, birds, fish, animals or any other creatures, but this will not prevent You (or someone authorised to use the Container) from bringing a guide dog with You to the Container during Your visit;
 - 6.5.3 combustible, flammable, explosive or oxidising materials, liquids or gases, including but not limited to paint, petrol, oil, cleaning solvents, gas cylinders, cellulose nitrate film or fireworks;
 - 6.5.4 firearms, weapons, ammunition, explosives or the components thereof;
 - 6.5.5 chemicals, radioactive materials, biological agents, asbestos or other hazardous or potentially hazardous substances;
 - 6.5.6 pollutants, toxic or hazardous materials or contaminated goods or other materials of a potentially dangerous nature;
 - 6.5.7 any item which emits any fumes, smell, or odour;
 - 6.5.8 any illegal substances, illegal items or goods illegally obtained, including counterfeit goods, illicit, smuggled or counterfeit tobacco, illicit alcohol, unlicensed medicines or unsafe goods (including but not limited to toys, electrical items, cosmetics and fireworks);
 - 6.5.9 compressed non- flammable gases without Our written consent and in accordance with Our specific requirements;
 - 6.5.10 any item of high value requiring specialist storage such as jewellery, money, fine wine, etc., unless separately agreed and with Our written consent;
 - 6.5.11 any item which is contaminated with food or any organic matter;
tyres;
 - 6.5.12 waste materials including any materials or goods for export deemed to be waste e.g. used electrical equipment (unless tested and certified for re use);
 - 6.5.13 goods which are environmentally harmful or that are a risk to the property of any person;
 - 6.5.14 currency, deeds and securities;
 - 6.5.15 items which are irreplaceable, such as currency, jewellery, furs, deeds, paintings, curios, works of art and items of personal sentimental value; or

6.5.16 items which are unique in nature and/or where the value to You cannot be assessed on a financial basis.

You will be liable under Condition 9.6 if You store or keep any of these items in Your Container.

6.6 You must ensure that when the Goods are presented for storage, they will be securely and properly packed or bottled (as the case may be) and in such condition so the Goods do not cause damage or injury to the Site or any other property, whether by spreading damp, infestation, leakage or the escape of fumes or substances or in any other way.

6.7 You must not (and You must not allow any other person to):

- 6.7.1 use the Container or do anything on the Site or in the Container which may become an annoyance or nuisance to Us or the users or licensees of any other Container or any person at the Site or which in Our opinion amounts to anti-social behaviour;
- 6.7.2 Use or do anything at the Site or in the Container which may invalidate any of Our insurance policies or those of other container users or licensees or increase the premium payable on them;
- 6.7.3 use the Container as living accommodation;
- 6.7.4 use the Container as a home address or business address and not Use the address of the Site for receiving or sending mail without our prior permission;
- 6.7.5 use the Container as an office;
- 6.7.6 paint, spray paint or do any mechanical work in the Container without our prior permission;
- 6.7.7 attach anything to the internal or external surfaces of the Container or make any alteration to the Container;
- 6.7.8 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;
- 6.7.9 cause any damage to the Container or any other Container or the Site or its facilities or Our property or that of any other container users or licensees or other persons at the Site. If You cause damage You must (at Our choice) repair, restore or replace such damage or item or reimburse the costs of making necessary repairs, restoration or replacement or make proper compensation to the other container users or licensees;
- 6.7.10 leave anything in or cause any obstruction or undue hindrance in any communal channels and You must at all times be courteous to others and take reasonable care of Your own safety and that of other in Using these areas;
- 6.7.11 leave any waste or refuse that is created by storing the Goods and You will be charged the reasonable costs of disposing of such waste or refuse if You do not comply with this;
- 6.7.12 connect anything to any power point without Our prior written consent;
- 6.7.13 ignore any regulations in force from time to time at the Site and in particular You undertake to observe and comply with the "No Smoking" policy that is in effect on Our Sites;
- 6.7.14 display any signs at the Site without Our previous consent;

6.8 You must (and You shall ensure that Your agents):

- 6.8.1 use reasonable care when at the Site or Using the Container and take all reasonable care in respect of the Container, the Site and Our property or that of any other Container users or licensees or other persons at the Site;
- 6.8.2 inform Us immediately of any damage or defect to the Container;
- 6.8.3 comply with the reasonable directions of any of Our employees, agents and contractors at the Site and any further regulations or instructions for the use, safety and security or the Container and the Site which We may issue from time to time;
- 6.8.4 pay for all costs of repairs or cleaning or making good to Your Container or Our Site, of any damage caused by You or Your agents, including any damage caused by Your removal, haulage or delivery contractors, or any disposal of refuse or waste;
- 6.8.5 maintain all electrical equipment used in the Container in accordance with Health and Safety standards and all compliance legislation.
- 6.8.6 comply with all environmental regulations in force from time to time at the Site, including without limitation those relating to waste disposal.

6.9 You are responsible for complying with all of Our instructions and warnings regarding use of the Container, including but not limited to the sequence for opening the doors of the Container. These usage instructions are set out in an initial step by step guide which is emailed to each licensee on entering into this Licence. If You have not received a copy please request one. You acknowledge that the Site is unmanned and that, if You do not follow these instructions, it will be necessary for Us to send someone to the Site to rectify the problem (a Call-out). If We need to organise a Call-out to rectify a problem with Your Container, then You will be charged a Call-out fee of £100 + VAT for each Call-out in relation to Your Container, which will be added to Your next Licence Fee or to Your Debt (as appropriate).

6.10 You or any persons authorised by You (Your agents) are responsible for ensuring that Our site equipment (such as but not limited to Lights, CCTV cameras and gates) is not tampered with, including but not limited to blocking or jamming the gates, removing or redirecting lights and moving or covering the view of CCTV cameras. These instructions are set out in the confirmation email which is emailed to each licensee on entering into this Licence. If You have not received your confirmation email please request one. You acknowledge that the Site is unmanned and that, if You do not follow these instructions, it will be necessary for Us to send someone to the Site to rectify the problem (a Call-out). If We need to organise a Call-out to rectify a problem with Our site equipment as a result of your own or your agents' actions, then You will be charged a Call-out fee of £100 + VAT, which will be added to Your next Licence Fee or to Your Debt (as appropriate).

7 KEY HOLDING

- 7.1** We will supply you with a padlock to the Container. For insurance purposes this padlock must be of a prescribed type and You must not replace the padlock We supply with anything different.
- 7.2** We shall provide you with one key to the padlock which You must keep safe at all times.
- 7.3** We do not hold spare keys for You. It may be possible to arrange a key holding service in certain circumstances subject to You signing an additional agreement. Please contact Us for further information.

8 RELOCATION

- 8.1** This Licence does not give You any right to exclusive possession of the Container. We may at any time relocate You to another Container specified by Us, which shall not be smaller than the current Container:

- 8.1.1 in the event of a fire or flood or other incident or occurrence at the Site which in Our opinion requires the Container or any part of the Site to be closed or sealed off, and We will try and give You 7 days' written notice but this may not always be possible; or
- 8.1.2 by giving You 7 days' written notice if We close the Site or any part of the Site for maintenance or upgrading or for any other reason.

In these circumstances, where We have given You prior notice, You shall remove the Goods from the current Container and move them to the new Container. We will try to ensure the new Container is as near as possible.

- 8.2** If You do not arrange for the removal of Goods to the alternative Container by the date specified in Our notice (where applicable), We and Our agents and contractors may enter the Container and arrange for removal of the Goods. In doing so, We and Our agents and contractors will act as Your agent and the removal will be at Your risk (except for loss or damage caused wilfully or negligently by Us and Our agents and contractors, which is subject to limitation of liability contained in Condition 9).
- 8.3** If the Goods are moved to an alternative Container, this Licence will be varied by the substitution of the alternative Container number but shall otherwise continue in full force and effect and Our Licence Fees at the rate in force for Your original Container at the time of removal will continue to apply to the alternative Container.

OTHER CONDITIONS

- 8.4** Because the nature and type of the Goods being stored by You from time to time is entirely within Your discretion (subject to the restrictions in Conditions 6.5 and 6.7), You must ensure that the Container is fit for Your purpose and suitable for the storage of the Goods that You store or intend to store in it. We strongly advise that You inspect the Container from time to time. We do not make any promise or statement that the Container is suitable for the storage of any particular Goods and we accept no liability if it is not suitable. Container sizes are approximate.
- 8.5** We may refuse to permit You to store any Goods or require You to collect any Goods from the Container if in Our opinion the safety of any person at the Site, or the security of the Container or its contents, or other containers at the Site or their contents would be put at risk by the storage or continued storage of any such Goods.

RISK AND RESPONSIBILITY

YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CONDITION.

- 9.1** We shall not be liable if You, by any negligence, act or omission by You, allow access to Your Passcode to any person that You do not specifically authorise to have access to Your Container. We will not be liable for any loss or damage suffered by You as a result of not being able to access the Site or the Container, regardless of the cause.
- 9.2** Nothing in this Licence limits any liability for:
- 9.2.1 death or personal injury caused by negligence; and
 - 9.2.2 fraud or fraudulent misrepresentation.
- 9.3** This Condition 9.3 sets out specific heads of excluded loss and exceptions from them:
- 9.3.1 Subject to Condition 9.2, the types of loss listed in Condition 9.3.2 are wholly excluded by the parties.
 - 9.3.2 The following types of loss are wholly excluded:
 - 9.3.2.1 Loss of profits or revenue;
 - 9.3.2.2 Loss of sales or business;
 - 9.3.2.3 Loss of agreements or contracts;
 - 9.3.2.4 Loss of anticipated savings;
 - 9.3.2.5 Loss of use or corruption of software, data or information;
 - 9.3.2.6 Loss of or damage to goodwill;
 - 9.3.2.7 Indirect or consequential loss;
 - 9.3.2.8 Loss that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time this Licence was made, both We and You knew that the loss might happen; or
 - 9.3.2.9 Loss or damage to Goods above the sum of £100, which We consider to be the normal excess on a standard household policy whether or not that policy would cover the Goods. You must ensure Your Goods are insured at all times as set out in Condition 9.4.
- 9.4** Insurance / StoreProtect
- 9.4.1 It is a condition of this Agreement that You must ensure that Your Goods remain protected at all times while they are in storage for their full replacement value (as specified by You on the Licence Form) either by:
 - 9.4.1.1 enhanced liability under StoreProtect as detailed in the StoreProtect Addendum; or
 - 9.4.1.2 by being insured for Normal Perils under an insurance policy arranged by You at Your own expense.
- 9.5** If You arrange insurance cover: You will not allow the insurance cover to lapse throughout the Licence Period. You will also make sure that the total value of Goods in the Container does not exceed the full replacement value (as specified by You on the Licence Form or such alternative amount that You notify to Us in writing from time to time). "Normal Perils" for the Licence means: actual physical loss of or damage to Goods caused by fire, lightning, explosion, earthquake, aircraft or articles dropped from them, storm, flood, bursting and or leaking pipes, ingress of water or other liquid substance, moth, insect or vermin, and violent entry to or exit from the Site or Container, riot, strike, civil commotion, malicious damage, and impact by vehicles of any kind. You must notify us if any claims for loss or damage to the Goods are made.

- 9.6** You must supply Us with evidence that You have taken out such insurance cover before this contract can be signed and promptly if We request You to provide evidence throughout the Licence Period. If We have told You that You are required to hold public liability insurance, You will provide Us with evidence of Your public liability insurance and a copy of the policy upon Our request. You will not allow Your insurance cover that We require You to hold to lapse throughout the Licence Period. Inspection by Us of any insurance documents provided by You to demonstrate cover does not mean that We have approved the cover or confirmed it is sufficient. If We have agreed to provide You with Our insurance cover, the Conditions included in the Additional Terms and Conditions for Insurance shall apply.
- 9.7** You will be liable for and You will compensate Us for the full amount of all claims, demands, liabilities, damages, costs and expenses (including any reasonably incurred legal and professional fees) incurred by Us or by any of Our employees, agents or other Container users or licensees or persons at the Site which arise out of:
- 9.7.1 the use of the Container or the Site by You or any of Your employees, agents or invitees (including relating to the ownership or storage of Goods in the Container, the Goods themselves and/or accessing the Site);
 - 9.7.2 Your breach of this Licence or a breach by any agent;
 - 9.7.3 any dispute as to the ownership of the Container or as to the person who is entitled to law to have possession of Container; and/or
 - 9.7.4 Our enforcement of any of the Conditions of this Licence.
- 9.8** You agree to comply with this Licence and all relevant laws and regulations that are or may be applicable to the use of the Container. This includes laws relating to the Goods which are stored and how You store the Goods. You are responsible for any breach of those laws, and You must compensate Us for the full amount of all claims, liabilities, demands, damages, costs and expenses We incur due to Your breach of laws.
- 9.9** If We have reason to believe that You are not complying with all the relevant laws, We may take any action We believe necessary, including:
- 9.9.1 the action outlined in Conditions 12.2.2 and 6.3;
 - 9.9.2 contacting, cooperating with and/or submitting Goods to the relevant authorities; and/or
 - 9.9.3 immediately disposing of or removing the Goods at Your cost
- and You agree that We may take such action at any time even though We could have acted earlier.
- 9.10** In the event of circumstances which are outside Our reasonable control and any consequences of those circumstances, We shall not have any liability under this Licence or be considered to be in breach of this Licence for any delay or failure in performance of this Licence or any resulting loss of or damage to Goods. These circumstances include, for example, any natural disaster, riot, strike or lock-out, trade dispute or labour disturbance, threat of or actual terrorism or environmental or health emergency or hazard or recommended restrictions, or access of any Container or the Site by, or arrest or seizure or confiscation of Goods by competent authorities. We do not agree and are not obliged by this Licence to maintain the safety or security of the Goods, the Container or the Site in order to keep the Goods free from damage or loss in the event of circumstances which are outside Our reasonable control. We will not be responsible for failing to allow access to Your Goods for so long as the circumstance continues. We will try to minimise any effects arising from such circumstances. Your failure to pay Your Debt will not constitute an event which is outside of Your reasonable control.
- 9.11** This Condition 9 shall survive termination of this Licence.

10 USING YOUR PERSONAL INFORMATION

- 10.1** We would like to send You information about Our own products and services which may be of interest to You. We will only do this if You have consented to this on the Licence Form. If You have consented to such marketing, You may opt out at a later date by contacting Us via the details set out on the Licence Form.
- 10.2** We collect information about You and any Emergency Contact Person named on the Licence Form (an “Emergency Contact”) on registration and whilst this Agreement continues, including personal data (Data). We process Data in accordance with the Data Protection Legislation.
- 10.3** Your Data will be used for the purposes of this Licence, processing payments, communicating with You and generally to maintain Your account with Us to comply with Our legal obligations and Our legitimate business interests. We may share Your Data with our external service providers including debt collection service providers, and obtain information about You from, credit reference or fraud prevention agencies (including Police, Counter Terrorism and Customs and Excise). If You apply to Us for Customer Goods Protection We will pass Your details on to the insurer. The insurer may put information provided by You onto a register of claims and share it with other insurers to prevent fraudulent claims.
- 10.4** We will release Your Data at any time if We consider that such release is appropriate to comply with the law, to enforce this Licence, for fraud protection and credit risk reduction, for crime prevention or detection purposes, or to protect the safety of any person at the Site, or if We consider that the security of the Container or its contents, or other containers at the Site or their contents will be put at risk. If We sell or buy any business or assets, We may disclose Your Data and account details to the prospective seller or buyer of such business or assets. If Our business or substantially all of Our assets are acquired by a third party, Your Data and account details will be one of the transferred assets.
- 10.5** You must provide Us with an Emergency Contact and We may contact Your Emergency Contact to ask for their assistance in contacting You should We be unable to make contact with You.
- 10.6** You must inform Us in writing of any changes to Your details or Your Emergency Contact’s details or Your Emergency Contact’s details as soon as possible following the change.
- 10.7** We will only disclose Your Personal Data to a person identifying themselves to Us as Your spouse or partner if such individual has been named by You on the Licence Form as an Emergency Contact.
- 10.8** You have the right to request a copy of the personal data We hold about You, to request that inaccurate data is rectified, to restrict how Data is used and in certain circumstances to have Data deleted. Please e-mail or write to Us at the address provided on the Licence Form should You wish to request for any of the above to be actioned. More details on how We use Your Data and Your rights in relation to your Data are set out in Our Privacy Notice which can be viewed on Our website at www.bluebearstorage.co.uk or provided on request. You confirm any Emergency Contact has consented to You supplying Data to Us on these terms.

11 NOTICE

- 11.1** Without affecting Condition 5.5, any notice that We give You under this Licence must be in writing and may be served by e-mail, by personal delivery to the person notified to its address, or by prepaid post, including, where We consider it necessary, by Royal Mail “signed for” or “special delivery” post. Your address for service of notices shall be Your e-mail and/or postal address written on the Licence Form or any other address in England, Scotland or Wales which You have subsequently notified to Us in writing.
- 11.2** Any notice that You give Us must be in writing and may be served by personal delivery, by pre-paid post or by e-mail. Our address for service of notices shall be Our address set out on the Licence Form.
- 11.3** A notice will be served at the time of personal delivery or 48 hours after it has been placed in the post, or at the time the e-mail was sent by the sender, provided that the sender of the e-mail does not receive an e-mail message stating that the e-mail message has not been received by the intended recipient.
- 11.4** You will notify Us in writing of any changes to Your billing details, contact details, Emergency Contact details, Customer Goods Protection details or access details stated on this Licence.

12 TERMINATION

- 12.1** If You are not storing for business purposes, then You have 14 days after We confirm Your order to change Your mind (cooling off period). If You cancel during this period a refund will be provided based on the length of storage You have taken prior to cancelling provided all Goods have been removed from the Container. More details of Your rights are described in Part 2.
- 12.2** Either You or We may terminate this Licence:
- 12.2.1 by giving not less than the agreed period of written notice (which is the Termination Notice Period stated on the Licence Form) to the other ending on any Payment Date and unless otherwise agreed between You and Us, termination will take effect from that Payment Date, which shall be the Termination Date); or
 - 12.2.2 immediately by giving written notice to the other if:
 - 12.2.2.1 it commits a serious breach of any term of this Licence and (in the case of a serious breach which can be put right), You or We (as the case may be) have failed within 14 days after service of a notice to do so, to put right the breach. Serious breach includes a failure by You to pay all Our Licence Fees and Other Charges due to Us under this Licence or a failure by You to comply with Conditions 6.5 and 6.7. The Termination Date shall be the date the notice is effectively served on You or Us (as the case may be) in accordance with the requirements for notices in Condition 11;
 - 12.2.2.2 the other party repeatedly breaches any of the terms of this Licence in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Licence;

- 12.2.2.3 the other takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- 12.2.2.4 the other party applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986;
- 12.2.2.5 the other party (being an individual) is the subject of a bankruptcy petition, application or order;
- 12.2.2.6 the other suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business;
- 12.2.2.7 the other's financial position deteriorates to such an extent that in the terminating party's opinion the other's capability to adequately fulfil its obligations under this Licence has been placed in jeopardy;
- 12.2.2.8 the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing their own affairs or becomes a patient under any mental health legislation.

- 12.3** Immediately on the Termination Date, You must remove all goods from the Container and leave the Container clean and tidy and in the same condition as at the Start Date. If You do not do so, You shall pay Our costs of cleaning the Container or disposing of any Goods or rubbish left in the Container or on the Site. We may treat Goods remaining in the Container or on the Site after the Termination Date as abandoned and may dispose of them in accordance with Conditions 5.5 to 5.8.
- 12.4** Where this Licence has terminated and You have paid more of Our Licence 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 as if the balance were a Deposit under Condition 4.4. No interest will accrue on any money held by Us for You.
- 12.5** Where any payments are still outstanding from You up to the Termination Date, You must pay Us in full including any outstanding interest before We will release the Goods to You. Any calculations of the outstanding fees will be done by Us. If You do not pay Us such amounts, Conditions 5.5 to 5.8 may apply.
- 12.6** You agree to examine the Goods carefully upon removing them from the Container and must tell Us about any loss or damage to the Goods as soon as is reasonably possible after doing so. In any event, We need to inspect any damage to the Goods and to take photographic evidence before You can proceed with any Customer Goods Protection claim for loss or damage.
- 12.7** Your responsibility for outstanding sums, property damage, personal injury, environmental damage and other legal responsibility under this Licence continues after this Licence has terminated.

13 GENERAL

- 13.1** We may at any time, vary any of the terms of this Licence provided that such variation is notified to You in writing and signed by one of Our directors. Where the change is a minor change (for example to clarify the wording used in a particular Condition), we will explain the change to You in an email or letter and will provide you with a link to the revised terms for You to review. The change will take place immediately and Your continued use of the Container will be considered as Your acceptance of and agreement to the amended terms.
- 13.2** Where we need to alter our Licence Fees or make a change to the services We provide to You or as a result of changes in the law or regulations, this will be regarded as a major change. We may at any time give You written notice of the new Licence Fee or other major change by email or post. That major change shall take effect on the first Payment Date occurring not less than 4 weeks after the date of Our notice. You may terminate without charge before the major change takes effect by giving written notice to Us and the Termination Date shall be the day before the major change is effective and Condition 12.3 will apply. If You do not terminate before the major change takes place, Your continued use of the Container will be considered as Your acceptance of and agreement to the amended terms.
- 13.3** If You would like to make a change to Your selected Licence options please contact Us (for example if You would like a bigger Container). We will let You know if the change is possible. If it is possible We will let You know about any changes to the fees for the services or 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.
- 13.4** If We decide not to exercise or enforce any right that We have against You at a particular time (or if We delay exercising such a right), then this does not prevent Us from later deciding to exercise or enforce that right unless We tell You in writing that We have waived or given up our ability to do so.
- 13.5** If any court or competent authority decides that any of the Conditions in this Licence are invalid, illegal or unenforceable to any extent, the Condition will, to the extent it is invalid, illegal or unenforceable, be considered to be removed from the Licence, and the remaining terms of this Licence will continue to be valid and will not be affected in any way.
- 13.6** You may not assign any of Your rights under this Licence or part with possession of the Container or the Goods whilst they are on the Site to any other person, firm or company without our prior written consent.
- 13.7** Where You are two or more persons under this Licence, each person takes on the obligations under this Licence separately.
- 13.8** This Licence is between You and Us. No other person shall have any rights to enforce any of the Conditions.
- 13.9** This Licence shall be governed by English Law and any dispute or claim that either You or We bring will be decided by the Courts of England and Wales.

Before taking any court proceedings for anything arising out of this Licence (apart from emergency court proceedings), the complaining party shall inform the other party in writing of the dispute in as much detail as possible and You and We agree to try informal conciliation within 20 working days of the notice of the dispute. If the dispute cannot be resolved, You and We agree to use the Centre for Effective Dispute Resolution (www.cedr.com) to try to resolve the dispute amicably by Using an Alternative Dispute Resolution Procedure before taking any other court proceedings. If the dispute is not resolved to mutual satisfaction within 90 days after the notice of the dispute has been given, You or We may submit the dispute to the court. This Condition does not affect the right of either You or Us to terminate this Licence.

14 DUTY OF CARE

- 14.1** Subject to the restrictions set out in this Agreement, the We shall be liable for: identifiable losses, destruction of or damage to Your Goods due to a breach of its duty of care, wilful acts, omissions and default, including theft by forcible entry or damage caused by Us, Our employees, agents or representatives while the Goods are in the Unit ("Loss" or "Damage").
- 14.2** We accept a duty of care for stored Goods. For the avoidance of doubt, Our duty of care in relation to the Goods shall be that of a reasonably careful person under like circumstances. We shall not be liable for any Loss or Damage to the Goods, however caused, while the Goods remain in the Unit or under the Our care, custody or control, unless such Loss or Damage resulted from the Our failure to exercise such care in relation to the Goods as a reasonably careful person would exercise under like circumstances, and We will not be liable for damages which could not have been avoided by the exercise of such care.
- 14.3** Unless and until a higher limit of liability has been fixed under a StoreProtect Addendum and continues in effect, Our liability for Loss or Damage is limited to a maximum of £100 for any one event or series of connected events.
- 14.4** Our liability will commence from the time Your Property is placed by You into Your storage Unit(s) and ceases immediately upon removal of Your Property from Your storage Unit(s).
- 14.5** We are responsible for maintaining the Facility in a secure condition and will provide Our services with reasonable skill and care.
- 14.6** You authorise Us and Our agents and contractors to enter the Unit and to break any lock if reasonably necessary to gain entry without prior notice (but with notice as soon as practicable after the event) to fulfil its duty to safeguard Goods belonging to You or other customers.



CUSTOMER LICENCE TERMS AND CONDITIONS

PART TWO

If You are a consumer (which means any Customer who is an individual and who is entering into this Licence for the provision of storage services for purposes wholly or mainly outside the Customer's trade business craft or profession):



1 YOUR RIGHTS TO END THIS LICENCE

- 1.1 Ending this Licence because of something We have done or are going to do.** If You are ending this Licence for a reason set out at (a) to (d) below this Licence will end immediately You tell us You want to end it or on the date before a major change takes place if Condition 13.2 applies and We will refund You in full for any Licence Fees paid in respect of any part of the Licence Period after this Licence has ended and You may also be entitled to compensation. The reasons are:
- 1.1.1 We have told You about an upcoming change to our storage services or these General Conditions which You do not agree to;
 - 1.1.2 We have told You about an error in the Licence Fees or description of our storage services and You do not wish to proceed;
 - 1.1.3 there is a risk that We cannot supply storage services because of events outside Our control; or
 - 1.1.4 You have a legal right to end this Licence because of something We have done wrong.
- 1.2 Exercising Your right to change Your mind if You are a consumer (Consumer Agreements Regulations 2013).** If You are a consumer then for storage services provided under a Licence entered into online, over the telephone, by post or by an exchange of emails You have a legal right to change Your mind within 14 days and receive a refund. These rights, under the Consumer Agreements Regulations 2013, are explained in more detail in this Part 2 of these General Terms.
- 1.3 When consumers do not have a right to change their minds.** Your right as a consumer to change Your mind does not apply in respect of storage services, once the Licence Period has come to an end, even if the cancellation period is still running.
- 1.4 How long do consumers have to change their minds?** As a consumer how long You have to change Your mind depends on what We have agreed to supply to You, what You have ordered and how it is delivered.
- In relation to storage services You have 14 days after the day We email You with this Licence signed by Us. However, once the Licence Period has come to an end You cannot change Your mind, even if this Licence is still running. If You cancel after the Licence Period has begun, You must pay Us for use of any Container provided up until the time You tell Us that You have changed Your mind and have moved Your Goods out of the Container.
- 1.5 Ending this Licence during the first four weeks where We are not at fault and there is no right to change Your mind.** Even if We are not at fault and You are not a consumer who has a right to change their mind, You can still end this Licence before the end of the first Licence Period, but You may have to pay Us compensation. This Licence terminates automatically at the end of the Licence Period but then automatically renews for a further period of four (4) weeks. If You want to end this Licence before the end of the first Licence Period where We are not at fault and You are not a consumer who has changed their mind, contact Us to let Us know. This Licence will end immediately and We will refund any sums paid by You for any unexpired part of the Licence Period but We may deduct from that refund reasonable compensation for the net costs We will incur as a result of Your ending this Licence early.

- 1.6 Ending this Licence after the first four weeks where We are not at fault.** After the first four weeks, if You want to end the Licence, then You will need to give Us at least 30 days' notice ending on one of the days when you would normally make a payment to Us (see Condition 12.2). If You would prefer to end the licence on a day that is not a normal Payment Date, then please contact Us and We will consider whether We can agree to end the Licence earlier and refund any sums paid by You for any unexpired part of the Licence Period (although we are not obliged to do so).

2 HOW TO END THIS LICENCE

- 2.1 Tell us You want to end this Licence.** To end this Licence, please let Us know by doing one of the following:

- **Phone or email.** Call or email Us at:

 **Telephone: 02039812900 or**

 **Email: info@bluebearstorage.co.uk**

- **By post.** Print off the form appearing at the end of these terms and conditions and post it to Us at the address on the form. Or simply write to Us at that address, including details of this Licence and Your name and address.

- 2.2 How We will refund You.** If You are entitled to a refund under these terms We will refund You the Licence Fee You paid by the method You used for payment. However, We may make deductions from the Licence Fee, as described below.

- 2.3 When We may make deduction from refunds if You are a consumer exercising Your right to change Your mind.** If You are exercising Your right to change Your mind:

We may deduct from any refund an amount for the initial Licence Period actually used, ending with the time when You told Us that You had changed Your mind and provided You have moved all of Your Goods out of the Container. The amount will be in proportion to the part of the initial Licence Period actually used, in comparison with the full initial Licence Period.

- 2.4 When Your refund will be made.** We will make any refunds due to You as soon as possible. As a consumer exercising Your right to change Your mind then Your refund will be made within 14 days of You telling Us that You have changed Your mind and You moving all of Your Goods out of the Container.



MODEL CANCELLATION FORM FOR CONSUMER CUSTOMERS

(Complete and return this form only if You wish to withdraw from the contract)

To **BLUE BEAR PROPERTY LIMITED** (registration number (10364589) of
Sovereign House 15 Towcester Road, Old Stratford, Milton Keynes,
Northamptonshire, MK19 6AN

I/We hereby give notice that I/We cancel my/our Licence for the supply of
storage services.

Name of consumer(s):

Address of consumer(s):

Signature Of consumer(s)

(Only if this form is notified on paper):

Date:

Our Terms and Conditions restrict liability for any loss or damage during Your storage period to £100 and require You to arrange insurance that covers the Maximum Replacement Value of Your Property. However, as an alternative option, we offer **“StoreProtect”** which allows Blue Bear Self Storage to accept a higher limit of liability for any loss or damage that may occur during the storage period.

“StoreProtect” is an agreement to accept a higher limit of liability for Loss or Damage to Your Property as described in this Addendum.

Please take the time to read the detailed terms in the table below. In particular, **‘Exclusions — what StoreProtect does not provide for’** as this includes terms where We limit or excludes liability to You in certain circumstances.

Note: StoreProtect is **not** a contract of insurance. We are **not** an insurance company, nor are We acting as Your agent. We are under no obligation to arrange an insurance policy in Your name. Blue Bear Self Storage assume the risk of liability but may, at Our option, arrange insurance which provides cover for Our liability to You in certain circumstances.

StoreProtect may not be available in certain circumstances, and We reserve the right to decline at its sole discretion where You have indicated that You wish to opt for StoreProtect.

Detailed terms	
Definitions	<p>For the purposes of this Addendum, the following definitions shall apply:</p> <ul style="list-style-type: none"> • “Property” or “Your Property” or “Goods” means any and/or all goods stored by You in a storage Unit allocated to You at the Facility; • “Replacement Value” means the current cost of replacing Your Property as new, except for: <ul style="list-style-type: none"> ◦ household linen and clothing, motorcars, motorbikes, boats, caravans, motorhomes and any other motorised vehicle, where the Replacement Value allows for the age, quality, degree of use, existing damage and consequent market value; ◦ any Goods which cannot be purchased new (such as antiques or works of art, for example), where the Replacement Value shall be the current market value; and ◦ documents, where the Replacement Value shall be calculated as the physical cost of replacing the documents and/or cost of reprinting, re-issue and/or reconstitution, but excluding the value of the information contained in the documents • “Maximum Replacement Value” means the maximum sum total of the Replacement Value for all Property at any time throughout the period of storage.

StoreProtect – What do I receive?	<ul style="list-style-type: none"> • In return for payment of the StoreProtect Charges, We agree to accept a higher limit of liability for Loss or Damage to Your Property and the limit of £100 shown in the enclosed Terms and Conditions will not apply. • Instead, Our liability for any direct physical Loss or Damage to Your Property following a breach of Our duty of care will be limited at a higher amount, up to a maximum of (i) the Maximum Replacement Value; or (ii) the actual value of Your Property either affected by Loss or Damage (whichever is less), taking into account any Proportional Reduction, and subject to certain exclusions (see 'Exclusions – what StoreProtect does not provide for'). • Our liability will commence from the time Your Property is placed by You into Your storage Unit(s) and ceases immediately upon removal of Your Property from Your storage Unit(s). • Our liability to You under StoreProtect for Loss or Damage to Your Property is to be assessed as a sum equivalent to the cost of (a) repair or cleaning or (b) the Replacement Value or (c) compensation, whichever is the smaller sum, at Our option. We accept no liability for depreciation following repair. • If You opt for StoreProtect, You are no longer obligated to arrange insurance for Your Property.
Your Responsibility	<p>To opt for StoreProtect, it is Your responsibility to:</p> <ul style="list-style-type: none"> • provide a Maximum Replacement Value on the Customer Declaration; • Sign the appropriate box on the Customer Declaration to confirm Your wish to opt for StoreProtect; • pay the additional charges set out for StoreProtect ("StoreProtect Charges"); and • ensure that the Maximum Replacement Value is accurate at all times for the duration of this Agreement.
Proportional Reduction	<p>If the Maximum Replacement Value You provide is less than the actual total Replacement Value of all of Your Property stored in your Unit at the time of Loss or Damage, then Our liability will be reduced to reflect the proportion that Your Maximum Replacement Value bears to the actual total Replacement Value ("Proportional Reduction").</p> <ul style="list-style-type: none"> • (For example: if the total replacement value of Your Property is £10,000, but You have declared a Maximum Replacement Value of £5,000, Our liability will be reduced by 50%. So, if £3,000 worth of Your Property is lost or damaged, FO's liability would be £1,500.)

<p>General Exclusions and Limitations</p>	<ul style="list-style-type: none"> • We exclude and limits certain types of Loss or Damage, as set out in the Terms and Conditions. Please read these exclusions and limitations carefully – they apply whether or not You opt for StoreProtect. • There may be circumstances where Goods You are not permitted to store are stored in Your Unit(s) without Our knowledge. Where You store Goods in breach of this Agreement, You agree that You will bear the risk of any Loss or Damage to such Goods. • For the avoidance of doubt, Our duty of care in relation to the Goods shall be as set out in the Terms and Conditions. • We will not be liable for any Loss or Damage to Your Property unless You notify Us in • accordance with the requirements set out in the Liability Claim Notification Addendum.
<p>Exclusions — what Store Protect does not provide for</p>	<p><u>StoreProtect cannot be accepted for:</u></p> <ul style="list-style-type: none"> • any motorcar, motorbike, boat, caravan, motorhome or any other motorised vehicle (“Vehicles”) stored outside of a Unit; • Any food or perishable Goods; or • Any Delivery and Collection Goods. <p>Our liability for the Goods listed above is limited to £100 and the requirement for You to insure Your Property remains valid, as per the Terms and Conditions, whether or not You opt for StoreProtect for other stored Property.</p> <p><u>Restricted Goods</u></p> <p>Our liability for Loss or Damage to the following Goods is restricted. Goods worth in excess of the amounts stated below should not be stored without express permission from Us in writing:</p> <ul style="list-style-type: none"> • Jewellery, watches, precious stones, precious metals, and stamps of all kinds exceeding £1,000 combined total; • Furs, fine art, perfumery, tobacco, cigars, cigarettes, beers, wines, spirits and the like exceeding £15,000 combined total; and • Electronic Items exceeding £25,000 combined total. “Electronic Items” is defined as all items of consumer and commercial electrical appliances and instruments, including but not limited to televisions, computers, laptops, computers, tablets, mobile phones, cameras, hi-fi’s, stereos and the like. Heavy electrical items such as switchgear, turbines, generators and the like shall not be deemed to be electronics.

<p>Exclusions — what Store Protect does not provide for (continued)</p>	<p><u>Excluded Liabilities</u></p> <p>We shall not be considered to be in breach of this Agreement and exclude all liability to You in respect of any and all of the following (“Excluded Liabilities”): Mysterious disappearance and/or unexplained shortage of Your Property except as a result of theft evidenced by forcible entry to Your Unit;</p> <ul style="list-style-type: none"> • Loss or Damage which is discovered after Your Property is removed from the Facility; • Loss or damage to Your business, if any, including, but not limited to, indirect or consequential loss, lost profits, income or savings, wasted expenditure or business interruption; • Loss or Damage caused by (i) moth, insect and vermin unless from a source external to Your Unit; (ii) ordinary leakage, ordinary loss in weight or volume, evaporation or nature of the property stored; (iii) leakage of liquid from any receptacle or container unless from a source external to Your Unit; (iv) inherent vice and latent defect; (v) mould, mildew or rust, unless proven to be a result of water ingress from a source external to Your Unit; (vi) atmospheric or climatic causes, including, but not limited to, Loss or Damage to Property which is not suitable for storage; (vii) electrical, electronic or mechanical derangement to any electronic items or mechanical Goods, or any Loss of, or Damage to electronic items resulting from a configuration failure of the controlling software and/or microchip, except where this results directly from external physical damage caused a breach of Our duty of care; • Any value an item might have acquired simply because it is part of a pair or set, also excluding the value of an undamaged part of a pair or set; • Any value which is purely sentimental; • Loss or Damage caused by or as a consequence of non-compliance with relevant laws and regulations by You or Your Agents; • Loss or Damage caused by the act or omission of You or Your Agents including but not limited to any failure to secure the Unit after visiting, failure to pack or stack the Goods properly and securely, the manner of storing the Goods within the Unit, the conduct of You or Your Agents in the Unit or at the Facility, the loading or unloading of Goods into or from the Unit;
<p>Maximum Liability</p>	<p>We will have no liability under any circumstances for Loss or Damage to Your Property over and above the Maximum Replacement Value, or the actual value of Your Property either lost or damaged if this is less than the Maximum Replacement Value.</p>
<p>Why We restrict liability</p>	<p>It is not always clear how Loss or Damage was caused, so We must limit or exclude liability for Loss or Damage to Your Property in certain circumstances. We also cannot accept liability for Loss or Damage which could not have been reasonably avoided. Please be reminded that StoreProtect is not a contract of insurance and You have the option to arrange Your own insurance separately.</p>

Our Agreement	<p>Our standard Terms and Conditions also apply in full to this Agreement, save that, if You opt for StoreProtect: (a) We agree to accept a higher limit of liability as described above (so, the £100 limit stated in our Terms and Conditions is replaced by the Maximum Replacement Value (taking into account any Proportional Reduction)); and (b) the requirement to insure Your Property stated in the Terms and Conditions becomes an option instead of a requirement.</p>
Failure to pay Store Protect Charges	<ul style="list-style-type: none"> • If You fail to pay the StoreProtect Charges in full on the due date for payment, You will not benefit from the higher limit of liability that We offer under StoreProtect. Our liability to You will, instead, be limited to £100 and You will be required to insure Your Property in accordance with the Terms and Conditions. • At its sole discretion, We may choose to reinstate StoreProtect on payment of any overdue and/or outstanding StoreProtect Charges, unless any Loss or Damage to Your Property has already occurred prior to payment of such charges.
Termination/ Cancellation	<p><u>Your right to cancel StoreProtect</u></p> <p>You have the right to cancel StoreProtect at any time by giving Us written notice prior to removal of Your Property from storage. You can provide notice by emailing Us at info@bluebearstorage.co.uk or by writing to Sovereign House 15 Towcester Road, Old Stratford, Milton Keynes, Northamptonshire, England, MK19 6AN.</p> <ul style="list-style-type: none"> • If You cancel StoreProtect prior to the storage services commencing, We will refund to You all StoreProtect Charges paid by You. • If You cancel StoreProtect after the storage services have started, We will refund to You any StoreProtect Charges that You have paid in advance in respect of the period after cancellation (e.g. from the date that We receive Your notice to cancel). <p><u>Our right to cancel StoreProtect</u></p> <ul style="list-style-type: none"> • Your right to benefit from StoreProtect will terminate automatically if You do not make all payments when due under the Terms and Conditions. • We may cancel Your right to benefit from StoreProtect and terminate this Addendum at any time by giving You thirty (30) days' notice in writing. • Where We cancel or terminate StoreProtect, We will refund to You all StoreProtect Charges paid by You in advance in respect of the period after cancellation (e.g. from the cancellation date We notify to You). <p><u>General</u></p> <ul style="list-style-type: none"> • Our liability to You after the StoreProtect cancellation date will be limited to £100 and You will be required to insure Your Property in accordance with the Terms and Conditions. • If You decide to terminate the storage agreement after the cancellation date for StoreProtect, You will need to give Us the full amount of notice in accordance with the Terms and Conditions.



STOREPROTECT CUSTOMER DECLARATION

General

In providing Your signature on the Licence Form, You confirm:

- You accept the Storage Costs set out and have read, and agree to, the enclosed Terms and Conditions for Blue Bear Self Storage.
- You have read and understand the Replacement Value and Maximum Replacement Value definitions.
- You understand that the Maximum Replacement Value (as stated below) must represent the maximum sum total of the Replacement Value for all Goods in storage at any time throughout the period of storage.
- You understand You are required to provide a Maximum Declared Value whether or not You opt for StoreProtect.
- You understand You may not store any certain Goods.

By signing and ACCEPTING StoreProtect by **Opting in** on the Licence Form, You also confirm:

- You have read and understand the StoreProtect Addendum and wish to opt for enhanced liability protection up to the Maximum Replacement Value You have provided on the licence form.
- You understand that the Proportional Reduction shall apply if the Maximum Replacement Value You provide is inadequate. *(For example: if the total replacement value of Your Property is £10,000, but You have declared a Maximum Replacement Value of £5,000, FO's liability will be reduced by 50%. So, if £3,000 worth of Your Property is lost or damaged, FO's liability would be £1,500.)*

If You request to DECLINE StoreProtect by Opting Out on the Licence Form, You understand that:

- You are required to arrange insurance at Your own expense to cover the stated Maximum Replacement value of the Property.
- You must provide evidence of the insurance You have arranged within 30 days of Your Goods being placed into storage. You understand that if You fail to comply with this condition, You will be automatically enrolled into StoreProtect and the StoreProtect Charges will be added to Your next invoice.
 - Your insurance must specifically note the following:
 - The Insurer
 - The storage location(s)
 - The effective date(s) of cover
 - Values/sums insured covered
- Your policy must cover Your goods for Normal Perils, being: actual physical loss of or damage to Goods caused by fire, lightning, explosion, earthquake, aircraft or articles dropped from them, storm, flood, bursting and or leaking pipes, ingress of water or other liquid substance, moth, insect or vermin, and violent entry to or exit from the Site or Container, riot, strike, civil commotion, malicious damage, and impact by vehicles of any kind.

- It is Your sole responsibility to ensure that the insurance cover You have arranged remains in place for the duration of the storage period and that it is suitable for Your individual needs.
- Blue Bear Self Storage has offered no advice on the policy's suitability, only that proof of the cover in place has been provided at the beginning of the storage period.
- The liability of Blue Bear Self Storage is limited to £100 as shown in Condition 9.3 b) ix) in their Terms and Conditions and Blue Bear Self Storage will have no additional liability to You if the insurance You have taken out does not provide cover for any reason.



LIABILITY CLAIM NOTIFICATION ADDENDUM

Where Your Property is Lost or Damaged – Notification Condition

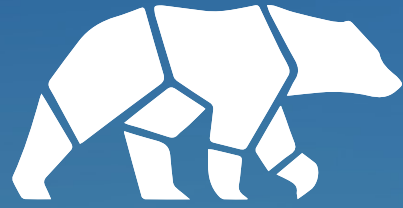
1. If You have Your own insurance in place to cover Loss or Damage to Your Property, You must recover Your losses from Your insurers in the first instance.
2. Notwithstanding Condition 1, if You discover Loss or Damage to Your Property:
 - i. When the Facility is attended by FO's employees ("Manned"), You must notify Us in person as soon as reasonably practical upon discovery and before removal of any affected Goods from your Unit;
 - ii. When the Facility is not attended by FO's employees ("Unmanned"), at the time you discover Loss or Damage, to evidence that this occurred during the Storage Period in Your Unit, You must comply with the following conditions ("Unmanned Notification Conditions"):
 - a. You must contact Us via email to info@bluebearstorage.co.uk as soon as reasonably practical upon discovery of any Loss or Damage, including, but not limited to: (a) a written description of which Goods are affected and the nature of the Loss or Damage; and (b) photographs of any affected Goods before removal of from your Unit, or, if this is not practical, photographs clearly showing affected Goods in the vicinity of your Unit within the Facility ("Email Notification").
 - b. Your Email Notification must be provided before any affected Goods are removed from the Facility. We shall not be liable for any Loss or Damage which is notified after your Property is removed from the Facility unless Email Notification is provided.
 - c. If it is not possible for You to fully comply with the Email Notification requirements set out, You must notify Us in person, via telephone or in writing as soon as reasonably practical after You discover Loss or Damage.
3. In any event: You must provide as many details as is practical of any Loss or Damage to Us in writing or via email to info@bluebearstorage.co.uk within seven (7) days of discovery. In exceptional circumstances, We may agree to extend this time limit where You request this in writing, provided such request is received within seven (7) days of discovery of any Loss or Damage. The sooner that You notify We of any Loss or Damage to Your Property, the sooner We can establish the cause and properly investigate. We will not be liable for any Loss or Damage to Your Property unless You notify Us in compliance with the requirements set out under Condition 2.

4. Once You have notified Us of Loss or Damage, if You do not receive a response from Us within a reasonable time, You may contact Our insurer's claims settling agent directly at RCS, Swan House, Swan Centre, Leatherhead, Surrey, KT22 8AH, United Kingdom - Tel: +44 (0) 1372 385970 - Email: info@removalclaims.co.uk.
5. **Additional Conditions:** (a) You must make every reasonable effort to prevent further Damage to Your Property. If any Goods are wet or damp, You must move them away from any undamaged Property and away from the water source. You must inform Us if You believe You may require additional storage space to comply with this requirement. (b) For Your own safety, do not touch any Goods damaged by vermin of any kind or affected by mould; (c) You must retain and not dispose of any Damaged Property until We have had a reasonable opportunity to inspect (if necessary) any damage; and (d) We may make such enquiries as necessary to investigate the Loss or Damage to Property and You agree to co-operate with Us and Our insurers in their enquiries, and to provide any additional relevant information without delay where We request this.
6. **If You opt for StoreProtect, You must also comply with the Additional Claim Requirements, as set out under the StoreProtect Addendum.**
7. If You provide Us with misleading or incorrect information relating to a claim for Loss or Damage to Your Property, or make a claim that is fraudulent, false or exaggerated, We may: reject the claim; where applicable, cancel or void the StoreProtect Addendum without refund of StoreProtect Charges; and recover from you any costs We have incurred in dealing with your claim.

StoreProtect – Additional Claim Requirements

Once you have submitted a claim form, the following information may be required:

8. Estimates for cleaning, repairs or replacement;
9. As many details as possible about the affected Goods, including photographs of any areas of damage and also any damaged Goods in their entirety;
10. Photographs showing all of Your Property in Your storage Unit, including those which are undamaged (i.e. the entire Unit before the removal of any Goods).
11. For any damaged electrical items, You must also photograph any manufacturer labels showing the make/ model of the item.
12. Where You believe that Your Property has been stolen, You must take photographs of the door, walls or padlock to evidence forced access to Your Unit. You must also notify the Police immediately and obtain a Crime Reference Number.
13. Where You believe that Your Property has been damaged by an ingress of water, You must photograph the alleged source of the ingress.
14. Where Your Property can be professionally repaired, You are required to provide estimates before the work is carried out.
15. For any Goods lost/stolen or damaged beyond repair, You must provide proof of ownership (including receipts), where possible, details of any make/model and evidence to show replacement value.
16. Our insurers may request for damaged Goods to be cleaned, where possible, including dry cleaning or home laundry before any claim settlement will be considered. Reasonable cleaning costs may be considered as part of the claim settlement.



BLUE BEAR
SELF STORAGE

CONTACT US



02039 812900



info@bluebearstorage.co.uk



bluebearstorage.co.uk

