

### APPLICATION FOR CONTAINER STORAGE

#### Customer Details

Customer name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_ Post code: \_\_\_\_\_

Mobile number: \_\_\_\_\_ Home number: \_\_\_\_\_

Email address: \_\_\_\_\_

Vehicle model: \_\_\_\_\_ Vehicle registration: \_\_\_\_\_

#### Container Details

Hire start date: \_\_\_\_\_ Initial length of hire: \_\_\_\_\_

Container number: \_\_\_\_\_ Weekly fee per unit: \_\_\_\_\_

(Please note: weekly fee per unit does not include deposits for storage unit or insurance rated padlock)

**Deposits: £50.00 for Storage container and £40.00 for Insurance rated padlock.**

**Additional keys are available at an extra cost of £20.00 each**

**Customer has responsibility to provide their own insurance for contents held in the container**

I/We ('The Customer') warrants to and covenants with the Company that:

- A) The customer is the owner and / or entitled in law to the possession of the goods stored in **Container number:** \_\_\_\_\_ at any time or that ownership is vested in the customer for the purposes of entering into this agreement.
- B) Contents stored in the containers should not be of dangerous nature, should not contain any dangerous characteristics including firearms, are not stolen goods or drugs and will not contaminate, damage or effect the Company premises and other surroundings.
- C) Goods shall be adequately packaged and not of a perishable nature or include any plant, animal or other living creature. The Company may refuse to permit storage of any goods regardless of reason.
- D) The Company full terms and conditions will be adhered to during the period of storage commencing on the above start date and finishing on the date the Container is emptied and all outstanding monies and liabilities to the Company have been paid off and met in full.

By signing below, you 'the Customer' agree to pay the charges as set out above and abide by our full terms and conditions

(Copy on request)

Signature: \_\_\_\_\_ Print name: \_\_\_\_\_ Date: \_\_\_\_\_

#### End of contract

Container number: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Print name: \_\_\_\_\_

By signing this, you 'The Customer' confirm that container number \_\_\_\_\_ has been emptied of all goods at our site and SWM Insulations and Space Station has no further responsibility for the welfare of the Customers goods.



# Full Terms and Conditions



## Terms and Conditions – Space Station

1. In these Terms and Conditions 'SWM Insulations Ltd' and 'Space Station' is called 'the Company', 'us' or 'we'. Any individual firm, Company or other person with whom the Company contracts is called 'the Customer' (for the purposes of these terms, 'you', 'your', 'he' or 'she' has the same meaning as 'the Customer').
2. The word 'Station' is also the same as premises or Company premises. The words 'Contract', 'licence', 'Agreement' and 'Customer Booking Form' have the same meaning within this Contract. The term 'Unit', 'Mobile Storage Unit' or 'MSU' means any Storage Container we provide to you as detailed in the Customer Booking Form. All the terms of the Contract are set out in the Customer Contract and in these Terms and Conditions. All other conditions, warranties, guarantees, undertakings or representations whether express or implied by statute (insofar as such statutes permit) common law or otherwise arising from conduct or a previous source of dealing or trade, custom or usage or agreed or offered orally or in correspondence or otherwise are hereby excluded from this agreement. No variation of the Customer Booking Form is binding on the Company unless agreed in writing and signed by a Director of the Company.
3. The Company shall upon the signing of our Customer Booking Form and payment of the Weekly Fee specified in the Customer Booking Form, make available to the Customer a Unit by way of licence for the sole purpose of the storage of the Customer's goods. The Company may exclude the Customer from its premises and the Unit if the Customer is in breach of any of the provisions of the Contract or these Conditions for so long as the breach remains un-remedied.
4. The Contract between the Company and the Customer shall commence from the 'Start Date' as set out in the Customer Booking Form and the payment by the Customer of the first charge and shall continue until terminated pursuant to these conditions. It is the Customers responsibility to ensure all payments are sent to the Company on or before the due date. If the initial length of hire on the Customer Booking Form has not completed, the Customer agrees to pay the outstanding balance in lieu of lost rent to the Company.
5. The Customer is required to inspect the Unit prior to commencing storing and inform the Company if he/she believes it to be damaged or unsuitable for his/her requirements in any way. Otherwise the Unit will be deemed to be in a good condition at the commencement of the Contract.
6. The Company shall deem the signing of the Customer Booking Form by the Customer as satisfactory proof that the person is the Customer or an authorised representative of the Customer. Similarly, if the Company is contacting the Customer telephonically or by electronic mail or by any other means the Unit number or account number will be accepted as satisfactory proof of identity.
7. The Company (and its agents or servants) reserve the right to enter the Unit without the customers permission (and if necessary we may break the lock to gain entry) and to remove all or any of the goods stored in the Unit for the purpose of inspection, cleaning or repairs to the Unit or to establish whether such entry is required in the interests of safety, preventing damages or any injuries to persons/property or if the Company is required to do so by any Public Service, Authority or Court Order. The Company shall not be liable for any damage caused to the goods stored in the Unit as a result of such entry and/or removal except to the extent that this is due to the negligence of the Company. The Company reserves the right to charge the Customer for any labour and loading or unloading service at a rate of £40 + VAT per hour and is subject to a minimum of one hour. **The Company requires 24 hours' notice for this service and is only available Monday – Friday 9am – 3:30pm.**
8. The contract shall not confer upon you the exclusive to possession of the specified Unit and we may, upon giving you 7 days prior written notice require you to remove your goods from one unit to another equally sized alternative Unit as specified by us. Removal of your goods from one Unit to another will be at your own expense. If you do not arrange removal of your goods to the alternative Unit by the time specific in the notice, we may enter the Unit and arrange for the goods to be moved. Any removal arranged by us will be at your risk (except for loss or damage caused by wilfully or negligently by our removal agents or by us) and the removal expenses will be payable by you under our normal payment terms.
9. If your goods are moved to an alternative Unit, the Agreement will be varied by the substitution of the alternative Unit number this Agreement will otherwise continue in full force and effect and the Agreement Fee will continue to apply to the alternative Unit.
10. **The Customer warrants to and covenants with the Company that:**
  - i) **He or she is the owner and/or entitled in law to the possession of the goods stored in the Unit at any time or that ownership is vested in him or her for the purpose of entering into this agreement.**
  - ii) **Goods stored inside the Unit are not: - A) of a prohibited nature, should not contain any dangerous characteristics including firearms, paints, aerosols or ammunition, are not pornographic material, stolen goods or drugs and will not contaminate, damage or effect the Company premises and other surroundings. Contents stored inside the Unit should not emit any fumes or odours. B) Jewellery, watches, trinkets, precious stones, money, deeds, securities, stamps, coins or collections of any similar kind. C) Any goods**



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likely to encourage vermin and other pests or to cause infestation or contamination. D) Perishable items and/or those requiring a controlled environment or refrigerated/frozen food or drink

- iii) The goods shall be adequately packaged and not of a perishable nature or include any plant, animal or other living creature. The Company may refuse to permit storage of any goods regardless of reason. You will meet any claim or costs against the Company if these declarations are not true.
11. In this clause the work Unit includes Company's premises. The customer shall not:
- i) use the Unit to do anything on the company's premises which is or may become a nuisance to the Company's employees, agents or Customers.
  - ii) Do anything on the Company's premises which may render void, voidable or increase the rate of premium of any insurance carried by the Company, occupiers or employer's liabilities.
  - iii) Sub license, transfer assign or in any way part with the benefit of this agreement which shall be reserved to the Customer.
  - iv) Use the Unit as offices, living accommodation, as a home or as a business.
  - v) Spray paint or do work of any kind to the unit.
  - vi) Attach anything to the walls, ceiling or floor of the Unit or make any alteration to the Unit.
  - vii) Cause any damage to the Unit, the Station, the property or possessions of the Company or any other Customers. If in breach of this clause the Customer must (at the option of the Company) repair, restore or replace such damaged items or reimburse the Company's costs in making necessary repairs, restoration or replacement.
  - viii) Cause any obstruction or undue hindrance in any passageway stairway, service area, access area or other part of the Station.
12. The Customer shall comply with all fire, safety and security precautions or instructions about the Company's premises or as directed by a member of the Company's staff.
- i) Ensure that the Unit is secure at all times when not in use either by means of attaching security seals or by attaching a padlock.
  - ii) At all times exercise courtesy to others when using any part of the Station.
  - iii) Inform the Company immediately of any damage to the Unit.
  - iv) Comply with the direction of the Company's employees or agents at the Station and any further regulations for use of the Unit which the Company may issue from time to time.
  - v) Indemnify the Company from any claims for loss or damage arising from the breach of this agreement.
13. The Company shall be entitled to send any notice, bill, statement or any other documents to the Customer at the address set out in the Contract, or if any change of address has been notified to the Company, at the last address so notified and any notice, bill, statement or any other documents shall be deemed to have received by the Customer 3 days after posting second class pre-paid post or immediately if served personally.
14. Any delay by the company in exercising any of its rights under this Contract will not impair nor be a waiver to those rights nor will any partial exercise of any right preclude a further exercise of that right.
15. Where the Customer is two or more persons their obligation under this Contract shall be joint and several.
16. All goods stored in the Unit are subject to the general lien of the Company for all sums due, payable, becoming due under the agreement and for any other monies due to the Company from the Customer.
17. The Customer indemnifies the Company against any loss or damage, demand or claim made or other proceeding brought against us through wilful breach of any clause of this agreement.
18. You must on the signing of this Agreement pay a deposit for every Unit hired from the Company as set out on Customer Booking Form. This sum shall be retained by us until the termination of this agreement and thereafter returned to you without interest within 28 days after this Agreement terminates less any amount we may deduct to cover:
- i) Repairing any damage to the Unit, the Station or any other Company possessions caused by you, your agents, invitees or by goods stored in the Unit.
  - ii) Any unpaid Agreement Fees, removal fees or any other charges.
  - iii) Any obligation to us that you have not discharged in full.
19. The storage charge for the first four weeks of Storage shall be due and payable the day before the commencement of the Contract (Hire start date) and the charge for each successive period shall likewise become due and payable on that specific date. The Company shall be entitled to increase the weekly charge under the agreement by giving notice in writing to the Customer at least 30 days before such increase are to take effect.
20. The Company shall be entitled to a late payment fee equal to 10% of the overdue sum when the invoice remains unpaid 7 days after the payment due date. For each and every 7-day period thereafter, a further 10% of the overdue sum may be



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charged as an additional late payment fee. Such additional charges shall be added to and treated for the purpose of this agreement as an outstanding charge.

21. In the event that any direct debit or standing order is dishonoured the Company may make a further minimum charge of £25 for each and every occasion. Additionally, the Customer must pay us interest on all amounts overdue for payment at a rate of 5% above the base rate of Bank of England, calculated from the date when payment becomes due up to and including date of actual payment including all accrued interest, whether before or after judgement, and whether or not we exercise the right of sale under this agreement.
22. In the event of any breach of this agreement which requires the Company to take any remedial action the Company may make an appropriate charge to recover any costs or other charges involved.
23. If the charge or additional charges remain unpaid on the due date the Company reserves the right to deny him or hers access to the Unit whether or not the agreement has been terminated. If the Company exercises its right under this clause it will not affect the customers right to pay any unpaid or future charges.
24. If you are denied access to the Unit for non-payment of any fees and / or charges, we have the right to forcibly remove your padlock or security seal and install a new padlock, whether or not we have exercised our right to terminate this agreement.
25. In the event that you do not pay any fees or charges, your goods are left in the Unit at your sole risk. We exclude any liability in respect of the goods when payment of our fees or charges is overdue and exclude any duty of care howsoever arising.
26. **A) If any fees and / or additional charges for the Unit or any other Unit rented by the Customer remain unpaid for more than 21 days the company may give notice in writing, including electronic email, to the Customer of its intention to sell goods stored in any such Unit to meet unpaid fees or charges. If the Customer does not pay the Company within 72 hours of the date of such notice, the required amount of unpaid fees or charges and any other sums due and payable under this agreement the company shall at its absolute discretion be entitled to dispose of such goods at public auction, private sale or otherwise by destroying the goods.**  
**B) the Company may at any time and its absolute discretion without giving any reason therefore give notice to the Customer requiring him or her to pay all Unit rental arrears and other sums due and payable under the agreement and / or remove the goods within 7 days of giving such notice. If this is not done the company may remove the goods to such storage facilities as it may decide at the expense and risk of the Customer and if within 21 days of giving such notice the goods have not been removed then the Company may give notice of its intention to dispose of the goods by sale at public auction, private sale or otherwise destroying the goods.**  
**C) The proceeds of sale under paragraph (A) or (B) of this clause shall be applied by the Company first to the unpaid charge or any other sums due or payable under the agreement and to any costs and/or charges and expenses incurred by the Company in or in connection with such sale and the Customer shall only be entitled to claim the balance (if any) remaining after.**  
**D) Any sale under paragraphs (A) or (B) of this clause shall be without prejudice to the Company's right to recover from the Company any balance outstanding and due from the Customer after the proceed of such sale have been applied in accordance with paragraphs (C) of this clause.**
27. This Contract can be terminated by the Customer in writing or electronic mail at any time. Storage charges will continue to be applied until the date that the Unit is cleared and in a good condition. The Customer may not terminate this Contract if any charges are outstanding or if he/she is otherwise in breach of any term of this contract. Upon termination, any unused days previously invoiced will be refunded together with the Customers deposit subject to clause 4. A refund will be issues vis the same payment method you originally used to book your storage unit.
28. On termination of this contract the Customer must remove all goods from his/her storage container and leave the container clean, tidy and in the same condition as at the start date. The Company may charge the Customer if at its sole discretion it decides it is necessary to clean or repair the Unit or dispose of any goods or rubbish left in the Unit or the Station. The Company may treat any goods left in the Unit as abandonment and may dispose of them in accordance with our terms as set out in this document.
29. **Your responsibility**  
**It will be your sole responsibility to:**
  - i) **Declare in writing to us the value of the goods being stored in the Unit.**
  - ii) **Provide us with up to date contact details whilst the goods are in store. You are obliged to inform the company of any changes made to your address, email, contact numbers, vehicle details or payment details.**
  - iii) **Insure your own goods whilst stored in the Unit**
  - iv) **Ensure your goods are suitably protected, wrapped and securely packed into the Unit to prevent damage whilst in storage. The Company does not accept any responsibility for any damage or loss that may have been caused due to poor loading or any other reason.**



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30. Our liability to you in the event of damage to your goods caused by negligence or breach of contract on our part will be assessed as a sum equivalent to the cost of the repair or replacement, whichever is the lesser sum, taking into account their age and condition immediately prior to their loss or damage subject to a maximum total liability to £300.00 per Unit or the item(s) value whichever is less.
31. We are not liable for the following:
- i) Loss or damage to cars or other motor vehicles (except motor cycles and mopeds or the like) and/or boats and/or caravans unless carried within a closed vehicle, or within a trailer specially constructed or adapted for the purpose but including loading and unloading and storage within a suitable building, where carried or stored as an incidental part of a domestic removal and/or storage Contract.
  - ii) Electrical and mechanical derangement unless shown to be a result of physical external damage to the item concerned or as a result of fire, collision, floor or overturning of road vehicles or other conveyances.
  - iii) Loss or damage which occurs during the loading and unloading process on our premises subject to point 7.
  - iv) Loss or damage to jewellery, watches, trinkets, precious stones, precious metals, coins, money, deeds, bonds, securities and stamps or collections of similar kind except whilst secured in a Unit.
  - v) Loss or damaged caused by wear and tear, gradual deterioration, warping or shrinkage, moth and/or vermin unless it can reasonably be demonstrated that such loss or damage arose as a result of our actions or failings of those of our out subcontractors, agents or servants.
  - vi) Any consequential loss.
  - vii) Loss or damage to refrigerated or frozen food/drink, plants, house plants, brittle objects, items with inherent defects howsoever caused and/or goods likely to encourage vermin or other pests or to cause infestation.
  - viii) Prohibited or stolen goods, drugs, potentially dangerous, damaged or explosive items including gas bottles, aerosols, paints, firearms and ammunition.
  - ix) Animals and their cages or tanks including pets, birds or fish.
  - x) Mysterious disappearance of customers goods in store unless evidence can be provided to prove beyond all reasonable doubt that the loss is solely attributable to the dishonesty or connivance of our employees.
  - xi) None of our employees will incur any separate liability to you.
  - xii) If the value of your goods in store are, at the time of loss or damage, collectively of greater value than the value declared, then you will bear the equivalent proportion of the claim in the same ratio as the actual value exceeds the declared value.
  - xiii) Our liability is limited to the reasonable cost of repair and no claim will be considered in respect of any depreciation in value of any item as a result of such repair.
  - xiv) Where any item consists of items in a pair or set, we will not pay more than the value of any particular part or parts which may be lost or damaged, without reference to any special value which such part or parts may have as part of a pair or set, nor more than a proportionate part of the declared value of their pair or set..
  - xv) We will not be liable for loss or damage to your goods as a result of fire or explosion howsoever that fire or explosion was caused, unless we have been negligent or in breach of contract.
  - xvi) We will not be liable for any loss, damage to, or failure to store the goods if caused by any of the following circumstances: By war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, terrorism, rebellion and/or military coup, Act of God, industrial action or each other such events outside our reasonable control. Loss or damage arising from ionizing radiations or radioactive contamination. Loss or damage arising from Chemical, Biological, Bio-chemical, Electromagnetic Weapons and Cyber Attack. Indirect or consequential loss of any kind. By normal wear and tear, natural or gradual deterioration, leakage or evaporation from perishable or unstable goods. Electrical or mechanical derangement to any appliance, instrument, clock, computer or other equipment unless there is evidence of related external damage. This includes goods left within furniture or appliances. By vermin, moth, insects and similar infestation, damp, mould mildew or rust. By cleaning, repairing or restoring unless we arrange for the work to be carried out or by change in atmospheric or climatic conditions. Loss or theft of items other than following violent or forcible entry to or exit from the premises. Accidental damage unless we have negligent or in breach of contract.
32. No employee or Director of SWM Insulations Ltd shall be separately liable to you for any loss, damage, errors or omissions under the terms of this agreement.
33. Our liability shall cease upon handing over the goods from our storage Unit.
34. Time Limit for Claims  
For goods which you collect you must notify us immediately of any damage / shortage or loss and confirm this in writing within 24 hours. No claims will be entertained after the 24-hour period has elapsed.
35. The Company reserves the right to amend these Terms and conditions at any time.