CONTRACT AGREEMENT FOR 5ft WIDE CONTAINER

**This Agreement is made between Cornwall Containers LTD 11425285 (The Owner) and the Customer.**

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Postcode \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Landline \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mobile \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E mail \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(IF ANY OF THE ABOVE DETAILS CHANGE PLEASE INFORM US ASAP)

Box Number

**ID Check – please bring a copy of photographic ID or we can take a photo if you bring it with you.**

Contract start date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contract end date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Rolling contract if left empty

MONTHLY PAYMENT £70 PCM Inc VAT

* Invoices will be sent via e mail.
* Payment will be one month in advance and then each month up front from then on
* Payment can be made by BACS or standing order
* It is the responsibility of the customer to supply their own padlock/locking device for each container.
* It is up to the Customer to insure contents.
* Please note that all storage customers use this site entirely at their own risk.
* The Owner accepts no responsibility for any loss, damage or injury to persons, pets, vehicles or property whilst on the site.
* It is The Customer’s responsibility to follow signage, to stay within the storage area and to act in a prudent manner.
* The Owner will accept no violent, threatening or aggressive behaviour towards its employees in any form whatsoever and any such incident may lead to an immediate termination of the contract, and suspension of The Customer’s rights to enter the storage property.
* I, The Customer, agree to store only items that are legally mine, that are not dangerous or noxious in any form, including; firearms, weapons, ammunition, explosives, chemicals, radioactive materials, toxic substances, asbestos or any other item of a potentially harmful form; goods that are illegal; plants, birds, fish or any living creature; or goods for which tax has not been paid.
* I, The Customer, understand that unless a specific end date has been given this contract will continue until either The Customer or The Owner terminates it as per the terms and conditions, fees paid in full and the unit is in a fit state of repair.
* By signing this contract I, The Customer, agree that the storage unit is in a fit state of repair, and confirm that I have read, and agree to be bound by the terms and conditions (see overleaf) and that the information provided is accurate and pertains to myself.
* I, The Customer, confirm that I can make the payments without financial hardship and that I will keep The Owner informed of any changes to my personal details, as provided, or of any issues that may impair my ability to pay

**Cornwall Containers Self Storage Terms & Conditions**

1. The Owner licenses The Customer to use the unit for the storage of goods in accordance with these terms and conditions during the contract period and so long as the storage fees are paid in full. The Customer must pay the storage fee for the minimum period of storage (1 month) on signature of this contract and thereafter on each due date following. The Owner may change the fees at any time by providing The Customer with written notice and the new fees shall take effect on the first due date occurring not less than 1 month after the date of notice. If fees are not paid in full within the ten days following the due date The Customer will be liable for an administrative charge of £15.00 for late payment. If full payment is not received within one calendar month of the due date The Customer is liable for another £15.00 administrative charge. Any payments that are dishonoured are liable for an administrative charge of £15.00. If the Customer has not made payment one full month after the due date The Owner will refuse the Customer access to their goods held in storage. If 2 months of full consecutive fees are unpaid The Owner has a right to claim possession of the contents of the storage unit and to sell and pass all ownership of the contents or otherwise dispose of the contents to firstly to pay the costs incurred by The Owner, and secondly in discharging the debt, holding any balance for The Customer (no interest will be accrued). The Customer must pay The Owner the full amount owing each month. Any outstanding monies will be treated as unpaid fees and liable to the same terms and conditions. The Customer is liable for any costs incurred in administering the debt collection and/or sale process of goods. If the proceeds of sale are insufficient to discharge all or any part of the debt The Customer is liable to pay the balance outstanding within seven days. Interest will be charged on the balance until it is paid in full. If the contents of the unit cannot be sold for any reason whatsoever The Owner is authorised to treat them as abandoned goods and to destroy or otherwise dispose of them at The Customer’s cost. The Owner reserves the right to continue to charge rental for the storage unit until the contents are sold or removed, the debt is paid in full, and the unit is in a fit state for rental. The Owner reserves the right to use a debt collection agency and/ or to pass the debt to a third party and follow all legal processes to ensure the debt is discharged. Signature of this contract demonstrates that The Customer understands the financial rates, terms and conditions and that The Customer can adhere to the monetary terms and conditions without economic hardship. The Customer must inform The Owner of any changes in their circumstances that may impede their ability to conform to the terms and conditions. The Customer’s goods are at risk of sale to discharge the debt if there is non-payment of storage fees for two consecutive months.

2. Payment shall be made per calendar month or annually depending on contract terms agreed. Additional weeks are calculated at £70 x 12 months - divided by 52 weeks giving a cost of £16.15 INC VAT a week. Any other frequency of payment other than per calendar month or annually is at The Owner’s discretion.

3. The Customer will keep The Owner informed in writing of any changes to billing details and contact details. If the Customer is between properties, moving house or likely to be changing their address they must provide an additional postal address where they may be contacted (e.g. work address, a parent or friend’s details). All correspondence will be to the last given address. The Owner will consider correspondence as received when it is dispatched to the given address. Any Customer without an address must provide identification such as passport or driving licence, an email address and the address of a guarantor.

4. The Owner accepts no liability for any loss or damage to The Customer’s containers contents, nor to The Customer or Customer’s representative whilst on site. It is The Customer’s responsibility to arrange insurance for the contents of their storage unit.

5. The Customer may access the site at any time, for the purposes of depositing, removing, substituting or inspecting the goods in the storage unit. The Owner reserves the right to make changes to the access times without giving prior notice.

6. The Customer must not store firearms, weapons, ammunition, explosives, chemicals, radioactive materials, toxic waste, asbestos, wet or damp items or any other material of a potentially dangerous nature; plants, birds, fish, animals, or any other living creatures; food or perishable goods; any item likely to produce a noxious odour; gas bottles, combustible or any inflammable substances, including engines, anywhere within the container or on the site. All items stored must be the legal property of the Customer. No illegal goods or stolen property or items for which VAT has not been paid may be stored in the container or on the site. The Owner has the final decision on what may be stored. Any item that The Owner will not allow to be stored must be removed immediately. If the Customer, after being informed to remove the item has not done so within 24 hours The Owner may remove or arrange removal of the said item(s) and dispose of them as appropriate. The Customer is then liable for the costs of this removal. Storing wet or damp items may cause damage to other goods stored and to the unit. The Customer is liable for any damage to the unit caused by goods stored therein up to the full value of the unit and for any secondary expenditure generated.

7. The Customer may not sublet either the unit nor any part of the unit, nor run a business from the unit. The Owner will treat any items left outside the unit as rubbish and will dispose of them. The Customer will be liable for any associated disposal costs. The Customer may not work from the unit nor use the unit as a workshop.

8. This contract may be terminated by either The Owner or The Customer at any time upon a minimum of 28 days written notice. All outstanding fees must be paid before the termination of this contract. The Customer must remove all goods before the termination date and leave the unit empty, clean and serviceable as on the start date. The Customer will be liable for any costs associated with cleaning, repairing or disposal of goods or rubbish left in or outside the unit. The Owner will treat any goods left in the unit after the termination date as abandoned and may dispose of them, sell and pass ownership of the goods to discharge costs associated with clearing the unit and outstanding fees. Where any payments are still outstanding, The Customer must pay the amount in full including any administrative charges and interest before The Owner will release the goods from the storage unit. This contract will be self-renewing month by month unless a final date is specified. If the Customer continues to use the storage unit after the final date the contract is considered renewed and will renew each month until either The Owner or The Customer terminate it as per the terms and conditions. Until the Customer vacates the unit and leaves it in a fit, clean and serviceable state the contract is ongoing and rental shall be charged.

9. The Customer will provide their own padlock for the container. It is The Customer’s responsibility to keep their unit and doors correctly closed and locked and to ensure the security of their unit and the site.

10. The Customer must re lock the site gates after entrance into the yard and after exiting the yard even if others are present on site.

11. The Owner will remain neutral in any property disputes. Only the Customer as recorded on the contract will be allowed access to the storage unit to view or remove the unit’s contents whilst bound to the terms of this contract.

12. The Owner may at any time by giving the Customer seven days written notice require the customer to move the contents of the unit to another unit of the same or larger size.

13. Signing this contract confirms that the container is in a good state of repair and is fit for purpose. Any damage to the container or the site caused directly or indirectly by The Customer may incur charges up to the full value of the container or item(s) damaged. The Customer must inform The Owner immediately of any damage or defect to the unit. The Owner will immediately inform the Police of any evidence of fly-tipping and/or discarding unwanted goods within or around the site.

14. The Owner has the right to access the storage unit a) if The Owner provides The Customer with not less than seven days’ notice to inspect the unit or carry out repairs, maintenance and alterations to it or any other area of the storage site, b) if The Owner reasonably believes that the unit contains any items described in Condition 6, c) if The Owner reasonably considers that such access is necessary to ascertain whether action needs to be taken to prevent injury or damage to persons or property or d) in an emergency, or e) The Owner is required to do so by the Police, Customs, Fire Services, Local Authority or a Court Order or f) in accordance with The Owner’s powers pursuant to condition 1.

15. The Customer must follow all instructions given for their safety, especially signs indicating entrance and exit routes. Speed limits must be strictly adhered to. All doors and gates must be closed and secured, where applicable, by The Customer before they depart the site. The Customer is liable for any associated costs, caused directly or indirectly, by gates or doors left un-secured by The Customer. The Customer must report any safety or security issues immediately to The Owner. The Customer must stay within the storage areas on the site. The Customer is responsible for their own and any accompanying peoples’ safety. It is advised that children and pets are kept under close supervision as The Owner accepts no responsibility for their safety.

16. The Owner and The Owner’s representatives have the right to be treated with respect at all times, without verbal intimidation or any form of violence or harassment. Any infringement of this will lead to the immediate termination of the contract, with all fees to be paid before The Customer may clear their goods.

17. The Owner may at any time unilaterally vary any of the terms in this contract provided that such variation is provided in writing to The Customer at their last given address.