

General Terms and Conditions of Storage

1. SCOPE AND DEFINITION

These general terms and conditions of storage are applicable to all Self Storage agreements between 'Stashed Away' on the one hand, and parties using storage space/units product or service e.g. parking, bulk, lockers, etc. hereinafter called 'the Customer' on the other hand.

Stashed Away, the used storage space, product or service is called 'the Storage Unit' and the Self-Storage agreement including these General Terms and Conditions is hereinafter called 'the Agreement'. All goods which are stored or placed anywhere in the Stashed Away facility are referred to as 'the Goods'.

2. PURPOSE AND USE

2.1 Stashed Away grants Customer a right to occupy and use the Storage Unit in accordance with the terms of the agreement for the sole purpose of storing permitted Goods. Customer may not use the Storage Unit for another purpose.

The Customer is granted a licence to use the Storage Unit (subject to the terms and conditions which follow) and nothing in this Agreement or in the relationship of Stashed Away and the Customer shall be taken as creating a tenancy or the relationship of landlord and tenant. The Customer hereby acknowledges and expressly agrees that nothing in the Agreement shall be construed so as to create any legal or proprietary interest in the Storage Unit. Stashed Away shall not for any purpose whatsoever act as a warehouse keeper, guardian or custodian of the Storage Unit or of the Goods.

By entering into the Agreement, Customer warrants having sole legal and beneficial title to the Goods and accepts any and all liability in connection with the Goods. The Customer indemnifies Stashed Away against any claim or cost or any action or proceeding in connection with the Goods from any third party, including disputes in connection with the ownership or rights to possession.

2.2 Customer will use and maintain the Storage Unit with due care and in accordance with the permitted use and the Agreement. The Storage Unit must be kept locked and clean at all times. Customer is responsible for the clearing and removal of any dirt and waste in the Storage Unit. Customer is not allowed to dispose of waste or Goods (or any part of the Goods) in- or outside the Storage Unit under penalty of a fine of at least £20. In addition the Customer shall be liable to reimburse the (waste) disposal costs with a minimum of £3.00 sq ft.

2.3 Customer confirms, having visited, inspected and accepted the Storage Unit in good condition, that it conforms with the legal and agreed use which the Customer expects to make of it. The Customer understands and accepts the safety and security level and regulations. With regard to the legal and agreed purpose and use/safety and security expectations, Stashed Away explicitly provides no warranties and accepts no liability whatsoever.

2.4 Customer accepts that all indications of Storage Unit sizes are estimates and an average of a larger number of Storage Units. Any deviation between the actual size of a Storage Unit and the indicated size in the Agreement gives neither party any right or an entitlement to a price adjustment.

2.5 Customer will comply with the provisions of this Agreement, the law and local regulations and the instructions of the local and national authorities, the utility companies and insurers.

2.6 Customer acknowledges and accepts full responsibility and liability for all acts of persons who have access to the Storage Unit or use the access code of the Customer and references to 'Customer' in these terms shall be treated as references to any such persons.

2.7 Customer is bound to use the Storage Unit in such a way that no damage to the environment or any disturbance to other users (e.g. noise by radio's or equipment, dust, smell, leakages) in any form can originate

or can reasonably be expected to originate, and is bound to take sufficient precautionary measures to prevent any such environmental damage or nuisance.

2.8 The following are not permitted by the Customer:

1. The Storage Unit may not be used as a registered office or seat of a company
2. The Storage Unit may not be used for any illegal, criminal, tax evasion or immoral activities
3. Electrical appliances or other utilities / services may not be connected in the Storage Unit without the prior written permission of Stashed Away; any authorised electrical appliances must always be switched off during absence
4. Without prior written permission from Stashed Away no fixed items may be installed in or on the Storage Unit.

2.9 Customer is strictly forbidden from storing the following goods in the Storage Unit (this list is not exhaustive):

- any item which emits any fumes, smell or odour
- birds, fish, animals or any other living creatures
- refuse and other waste materials
- food and other perishable goods (subject to decay) unless securely packed so that they are protected and do not attract vermin or cause any other form of nuisance
- firearms, explosives, weapons or ammunition
- any illegal substances such as drugs, illegal items or goods illegally obtained such as smuggled or stolen goods, etc.
- chemicals, radioactive materials, biological agents, asbestos and/or processed asbestos (artificial) fertiliser
- gas bottles or any other compressed gases and/or batteries,
- fireworks
- combustible or flammable materials or liquids including diesel and petrol.

2.10 If the Customer acts in violation of articles 2.8 and/or 2.9, Customer shall indemnify Stashed Away for any damage Stashed Away may suffer as a result and the Customer may be exposed to criminal prosecution. Please note that Stashed Away will not inspect or verify the Goods and their compliance with the terms of this Agreement.

2.11 In the event that Customer is suspected of being in violation of this Agreement, in particular the clause 2 hereof, Stashed Away has the right but not the obligation to notify the competent authorities

3. TERM OF THE STORAGE AGREEMENT

Unless otherwise agreed under the special conditions, a Storage Agreement is concluded for an initial minimum period of 4 weeks. After this initial minimum 4 week period, the contract will continue for an indefinite period and can be cancelled any time in writing by either party giving a minimum written notice of 14 days.

4. STORAGE CHARGES AND PAYMENT

4.1 All storage charges and fees will be invoiced per 4 weekly period together with any VAT payable (where applicable). Upon signing the Agreement, the Customer must pay the first invoice at signature comprising all storage charges, service fees and costs related to the 1st 4 weekly period of storage.

4.2 The storage charge (excluding any applicable taxes) will remain unchanged for the first six (6) months of the Agreement. After that period, Stashed Away reserves the right to periodically review the charges and fees. Reviewed charges and fees are applicable 30 days after written notice is provided by Stashed Away. Stashed Away request the Customer to also pay a deposit at least equivalent to 4 weeks rental charge as a guarantee for correct compliance with the Agreement. Stashed Away may recover all unpaid charges, fees and costs resulting from non-compliance from the deposited sum. If Stashed Away draws upon the deposit, the Customer must then immediately supplement the deposit to the sum for which it was originally provided. No interest is paid on any deposit paid.

General Terms and Conditions of Storage

4.3 Customer undertakes to pay the 4 weekly charges and fees in advance, before the first day of next 4 week period.

4.4 Customer acknowledges and agrees that in the event of contract modification or Contract cancellation any refund agreed by Stashed Away will be made as soon as possible. However, any such refund will never happen by means of cash. Paid insurance fees will not be refunded.

4.5 Stashed Away may, at its own discretion, proceed with the paper or electronic invoicing of the 4 weekly storage charges and fees. In addition Customer accepts e-mail and or text as a proper and sufficient method of communication between the Customer and Stashed Away for all purposes.

4.6 If the payment of the 4 weekly storage charge and fees is not received in full on the due date, Stashed Away will deny Customer access to the Storage facility and unit until such time that the total outstanding balance is settled, if payment is then made online, allow 24 hours for processing.

4.7 If any storage charge or fee due under this Agreement is not paid within 14 days of the due date Stashed Away will be entitled to the following additional rights:

- (a) to overlock the existing lock on the Storage Unit
- (b) to remove the Goods from the Storage Unit to such alternative storage facilities as Stashed Away may decide without incurring any liability for loss or damage arising by virtue of such removal
- (c) to charge the Customer the full costs of removal of the Goods from the Storage Unit and storage costs elsewhere
- (d) to terminate the Customer's right to use a Storage Unit and to treat the Goods as abandoned.

4.8 If any storage charge or fee due under this Agreement is not paid within 60 days of the due date Stashed Away will furthermore be entitled to sell, destroy or otherwise dispose of such Goods. The proceeds of any sale in accordance with clause 4.8 may be retained by Stashed Away and applied to discharge any expenses incurred by Stashed Away in exercising Stashed Away's rights under this clause and any further sums owing to Stashed Away under this Agreement. The balance of the proceeds will then be refunded to the Customer (or to a relevant insolvency practitioner in the case of the insolvency of the Customer); to the extent that the Customer cannot be located or fails to collect the balance of the proceeds such proceeds will be held on behalf of the Customer by Stashed Away. Nothing in this clause shall prejudice Stashed Away's entitlement to payment of storage charges or any other sums due to Stashed Away hereunder whether or not Stashed Away has chosen to exercise any or all of its rights as set out above.

4.9 Customer agrees that all the Goods in the Storage Unit shall be security for Stashed Away's entitlement to payment of the storage charges, fee's and any other sums due to Stashed Away to the effect that access to the Goods in the Storage Unit may be denied until such time as full payment is obtained. Customer also accepts that this security may lead to a loss of the ownership of the Goods in the Storage Unit.

5. SAFETY NOTICES

5.1 Entering and leaving the storage facility, we will take a digital photograph of the customer who is provided with a personal access fob to the Stashed Away storage facility This fob needs to be used every time the Customer wants to access the Storage Facility. Stashed Away does not permit the following of another customer inside the storage facility without having entered the personal access fob, the Customers need to ensure that the doors are closed after entering or leaving.

5.2 An access fob is strictly personal and may under no circumstances be used by third parties. In the event that a Customer wants to give third parties access to the Storage Unit, Customer has to obtain specific access fob for that purpose which will be registered against that customer and charged accordingly. Customer is responsible for the third

parties to whom additional access fobs have been issued. Should a Customer lose the personal access fob a new fob can be obtained from the Stashed Away attendant and charged accordingly. For safety reasons personal fobs are not provided by Post.

5.3 Unless agreed otherwise, the Storage Unit is accessible to the Customer during the hours and days as advertised on the Stashed Away Website. Access outside these agreed hours is not allowed. Any move-in into new Storage Units can only happen during Move In Days with the help and under the supervision of the store attendant. Stashed Away is not responsible for any temporary technical failure, hindrance, etc. preventing the Customer from entering and leaving of the Storage Facility.

5.4 CCTV is in operation at all times and has been set up to prevent crime the footage will be kept for as long as it is needed to detect and prosecute a crime and can be passed to the police and other relevant authorities for this purpose

5.5 Customer access to the storage unit

Each Storage unit is secured with a locking system allowing the Insertion of a personal cylinder lock. The Customer is solely responsible for the correct locking of the Storage unit using the personal cylinder lock fitting a second lock is not allowed.

5.6 Emergency/fire procedure

Each Customer is responsible for familiarising themselves with the Emergency, Fire and Escape routes and procedures. Emergency exits are situated throughout the building and are clearly marked. A Customer may never block these emergency exits with Goods and must leave them clear at all times. The Customer may only use the emergency exits in the event of situations needing emergency evacuation such as fire or power loss.

5.7 Inside the storage facility

Smoking is strictly prohibited anywhere on the storage facility. The use of trolley's, or any equipment provided by Stashed Away shall always be at the sole risk of the Customer, none of these are to be operated or occupied by children. Children may not be left unattended anywhere in the storage facility. Any storage of a trolley owned by Stashed Away inside a Storage Unit by Customer is prohibited under penalty of a fine of at least £30.00 per day stored. Goods in the Storage unit must always be stacked in a safe way, without exercising pressure on the walls. Stashed Away is not responsible and declines any liability for injury or damage caused by or to the Goods. Stashed Away shall be under no obligation to receive Goods for a Customer.

6. STORAGE UNIT AND AVAILABILITY

6.1 At the start of the Agreement and the actual move-in date, the Storage Unit is provided by Stashed Away and accepted by the Customer, in a good state without defects and clean.

6.2 Stashed Away always has the right, at no extra charge to the Customer, to provide the customer a different Storage Unit of a similar or bigger size.

6.3 If no Storage Unit of the agreed size is available on the agreed move-in date, Stashed Away has the option to provide the Customer with another Storage Unit, which meets the

- (a) Customers' requirements or the Customer has the right to terminate the Agreement against full refund of the storage charges and fees paid.
- (b) Stashed Away is not liable for damage occurring to the Customer as a result of any delay in availability.

6.4 The Customer shall not be entitled to exclusive possession of any Storage Unit.

Stashed Away shall be entitled at any time to specify an alternative Storage Unit and may, subject to providing the Customer with at least 14 days advance notice require that the Customer move the Goods to such alternative Storage Unit.

General Terms and Conditions of Storage

7. PROHIBITION OF SUBLETTING AND ASSIGNMENT

7.1 The Customer may not sublet or share the Storage Unit in full or in part.

7.2 The benefit of this Agreement is personal and Customer shall not be capable of assignment to any third party. The right to occupy the Storage Unit can only be exercised by the Customer.

8. LIABILITY AND EXCLUSION OF LIABILITY

8.1 The storage of the Goods in the Storage Unit is and remains always at the sole risk of the Customer. Stashed Away shall not be liable for any damage to the Goods whatsoever nor shall Stashed Away be liable for any property damage or for any economic loss of the Customer. Stashed Away provides no warranty to the Customer with regard to supervision of the storage facility or the Storage Unit or with regard to the security of the storage facility. Stashed Away shall take no step to check the Goods, verify that the Goods are suitable for storage in a Storage Unit or ensure that the Goods comply with relevant regulations or the terms and restrictions of this Agreement and Stashed Away accepts no liability for any loss suffered by the Customer in the event that the storage of the Goods in the Storage Unit is inappropriate, unsafe or illegal.

8.2 Stashed Away will always permit inspections or controls by the local, regulatory or criminal justice bodies or authorities in or on the Storage Unit when requested to do so and will not inform the Customer nor verify the rights of inspection. Stashed Away shall not be liable for the consequences of any such inspection or control including (without limitation) any damage to the Goods and/or locks and fittings. The Customer is liable at all times with respect to Stashed Away for any damage Stashed Away could suffer as a result of these controls and inspections.

8.3 Customer shall indemnify Stashed Away on a continuing basis against costs, claims, liabilities, damages or expenses which Stashed Away suffers or incurs in connection with the use by the Customer of the Storage Unit including without limit any claims made by any third party or authority in connection with the misuse of a Storage Unit by the Customer.

8.4 Stashed Away is not liable for indirect (or consequential) losses of the Customer including lost bargain, lost profit, lost opportunity, loss of anticipated savings or lost reputation or for any damage as a result of the activities of other Customers or hindrances in the use of the Storage Unit caused by third parties.

8.5 Nothing in this agreement shall limit or exclude Stashed Away's liability for death or personal injury arising as a result of Stashed Away's negligence. For the remainder, Stashed Away's liability will always be limited to the charges and fees payable by Customer under this Agreement.

8.6 The Customer agrees that given

- (a) the availability of insurance to protect the value of the Goods,
- (b) the fact that Stashed Away has taken no steps to verify the Customer's usage of the Storage Unit,
- (c) the fact that Stashed Away has no means of evaluating the Customer's risk, and the potentially large difference between the charges and fees paid by Customer to Stashed Away and the damage which the Customer may suffer, the exclusions and limitations of liability in this article 8 are fair and reasonable.

9. DUTY TO INSURE

During the entire term of the Agreement the Customers shall insure the Goods for losses and damages under an all-risks insurance up to a level selected by the Customer but sufficient to cover the full value of the Goods. Failure to do so will mean that in the event of loss of the Goods due to any cause (including gross negligence of Stashed Away) the loss shall be for the risk and account of the Customer. In case such

insurance is not subscribed through Stashed Away, Customer agrees to obtain such insurance with a reputable insurance company. Such insurance must include a clause for the benefit of Stashed Away under which all rights of recourse towards Stashed Away, Stashed Away's insurers and co-contractors are waived by the insurer. In addition, Customer shall be under the obligation to provide a certificate of evidence of his/her insurance at the time of concluding the Agreement. As long as such certificate has not been delivered, Customer must subscribe an all-risks insurance policy through Stashed Away. Customer will always hold Stashed Away, Stashed Away's insurers and co-contractors harmless and indemnified from any claims by the Customer's insurers for recourse against Stashed Away.

10. MAINTENANCE AND REPAIRS

10.1 Stashed Away may proceed at all times onto or into the Storage facility to carry out activities and investigations for the purposes of maintenance, repair, redevelopment, repartitioning and renewal, including the installation of extra facilities.

10.2 Renovation and/or maintenance activities on the Storage Unit by Stashed Away do not constitute any default by Stashed Away, even if such renovation and/or the maintenance activities (temporarily) prevent or limit the use of the Storage Unit. The Customer must permit Stashed Away the opportunity to carry out maintenance activities and the renovation on the Storage Unit and the Customer shall not be entitled to a reduced rental cost, the reduction of other payment obligations, the whole or partial dissolution of the agreement and/or any entitlement to damages as a result of such maintenance activities or renovation.

10.3 Customer will take all necessary measures to prevent causing damage to the Storage Unit and to the property of third parties. In the event of damage to any third party or Stashed Away property, Stashed Away is at all times entitled to conduct repairs at the expense of Customer. Customer agrees to the payment of any invoices for such repairs within seven (7) days of Stashed Away sending such invoice.

10.4 In the event that Stashed Away needs access to the Storage Unit for the purposes stated above, which requires access or vacation of a Storage Unit, Stashed Away will, if time and the urgency permits, inform the Customer hereof and will request the Customer to move the Goods to another Storage Unit within a reasonable period of time. Failure to do so entitles Stashed Away to access the Storage Unit and move the Goods in the Storage Unit by itself to another Storage Unit with due care but at the risk of the Customer.

11. STASHED AWAY AND THIRD PARTY ACCESS

11.1 In principle Stashed Away and its employees only enter the Storage Unit with prior permission from Customer.

11.2 However, in the event of an emergency, Stashed Away and its employees are entitled to enter the Storage Unit without permission and warning to the Customer, if necessary by means of forced entry. The emergencies include any maintenance, repairs and renewal and any sudden occurrence of any situation necessitating urgent entry.

11.3 Furthermore, in the event that any local, national, regulatory or criminal justice body or authority requires access to any Storage Unit, Stashed Away shall be entitled to grant itself and these authorities, at any moment, access to the Storage Unit.

11.4 Stashed Away and its employees also have the right to remove the locks, enter the Storage Unit without permission and deny Customer access to the Storage Unit in the event that the Customer fails to comply with the terms of this Agreement or if Stashed Away suspects that the Customer is not complying herewith. In particular Stashed Away has the right to deny Customer access to the Storage facility and enter the Storage Unit in the event of late or non-payment of charges and fees due.

General Terms and Conditions of Storage

11.5 After entering the Storage Unit in accordance with this article 11, Stashed Away has the right (but not an obligation) to make an inventory of the Goods.

11.6 Stashed Away is under no obligation to verify the access rights of any person to a Storage Unit, including those of any local, national, regulatory or criminal justice body or authority. Stashed Away accepts no liability for providing access to the Storage Unit to third parties.

12. NON COMPLIANCE WITH THE AGREEMENT AND TERMINATION

12.1 In the event that the Customer:

- (a) does not comply with any obligation imposed under law, local or national regulations or customs; or
- (b) fails to comply with the terms of this Agreement (including any failure to make payment of charges and fees due); or
- (c) is subject to any Insolvency Event then Stashed Away has the right to terminate the Agreement at any time without notice and without prejudice to any of its rights and remedies and shall be entitled to payment of all losses, charges, fees and all other sums due hereunder.

12.2 In the event of termination of this Agreement the Customer will be informed and must collect the Goods within 14 days of such notification. If the Customer fails to collect the Goods then Stashed Away may exercise any of the rights set out in article 4.8 including the right to sell or dispose of the Goods.

12.3 The Customer shall reimburse to Stashed Away all actually incurred costs of Stashed Away in connection with debt collection and enforcement of the Agreement,

13. END OF THE AGREEMENT

13.1 Customer must return the Storage Unit, Cylinder Lock, Fob and 3 keys to Stashed Away clean, tidy and in the same condition as at the commencement date of the Agreement (normal wear and tear is taken into account) If in default thereof, shall reimburse Stashed Away the costs expended by Stashed Away replacing or making good any damage caused by Customer.

13.2 All Goods left behind by the Customer after the ending of the Agreement will be considered as either transferred by the Customer to Stashed Away or abandoned by the Customer (*res derelicta*) as decided by Stashed Away. The goods and items will be removed at the expense of the Customer (with a minimum of £30.00 sq ft. Customer remains fully liable for all costs and damage resulting from leaving the Goods. Stashed Away is hereby granted full authority by Customer to sell Customer's Goods.

13.3 Deposits and other charges after any deductions of any payments due to Stashed Away will be refunded as clause 4.4

14. NOTICES, CHANGE OF ADDRESS

14.1 From the start date of the Agreement, Stashed Away may, at its own discretion, issue any notice or communication to the Customer either by post (at the address indicated in the Agreement) or by email or other electronic means (at the email or other electronic address provided by the Customer).

14.2 The Customer must inform Stashed Away in writing of a change of its postal or electronic address and telephone number prior to any such change taking effect.

15. PRIVACY

15.1 The Customer's data provided to Stashed Away will be included in Stashed Away's data files and are Stashed Away's property.

15.2 Customer's data will be maintained and processed in conformity with prevailing standards.

15.3 Customer has the right to inspect Customer's data in Stashed Away's data files, and may request the correction of the information.

15.4 The Customers data will be used for customer administration, communication, market studies and for (paper and/or electronic) personalised information and/or promotional campaigns concerning Stashed Away's products and/or services.

15.5 To optimise the service to Stashed Away's customers, telephone conversations between Stashed Away and its customers may be recorded.

16. APPLICABLE LAW AND COMPETENT COURT

16.1 The Courts where the Storage Unit is established have jurisdiction to settle any disputes that may arise out of or in connection with this Agreement, without prejudice to the right of Stashed Away to bring suit at another Court which has jurisdiction under the applicable law.

16.2 The laws of the country or area where the Storage Unit is located are exclusively applicable to this agreement.

17. GENERAL

17.1 If a part of the Agreement is null and void or subject to annulment, the validity of all and any other part of the Agreement remains unaffected. Any void or annulled clause will be replaced by a valid clause that will most closely correspond to the clause previously agreed by the parties before the parties became aware of such nullity or nullification.

17.2 Customer understands and accepts these general terms and conditions of storage and the Customer accepts that these terms are available to the Customer in print and in an on-line manner on Stashed Away's website. Stashed Away has the right to modify these general terms and conditions of storage (Customer will be informed on any changes before implementation via mail, email or the Stashed Away website). Modified general terms and conditions are applicable 30 days after notice is received from Stashed Away or website posted. Customer is considered to be in agreement with any such changes if the Customer has not informed Stashed Away in writing within the stated 30 days period. In the event of a proposed change to the general terms and conditions, Customer is entitled to end the Agreement as of the commencement date of the amended general terms and conditions (taking however into account a Minimum notice period of 14 days).

17.3 Where two or more customers constitute the Customer, all obligations shall be joint and several.