

# Manor Farm Storage

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## Terms and Conditions for Container Licence

Please take time to read these terms and conditions

**The Customer's attention is particularly drawn to the provisions of clause 5**

### Definitions

The following definitions apply in this Agreement.

**"Access Hours"** unless otherwise agreed by us, and subject to the monthly payment having been made, you have access to the site between 7.00am and 7.00pm 7 days per week (excluding Christmas day, Boxing Day, New Year's Day and Easter Sunday).

**"Agreement"** a contract between Us and You for the licence of a Container, and the provision of the Services by Us to You, on these terms and conditions and in accordance with the Booking Form.

**"Booking Form"** means your request for the Services as set out overleaf.

**"Container"** means a storage container of 20'x8' located at the Site which we identify to you as the container for Your use in accordance with these terms and conditions for the duration of the Term.

**"Event Outside Our Control"** is defined in clause 6.2.

**"Goods"** means the items which you store in a Container for storage by us.

**"Services"** the services provided by Us to You in accordance with this Agreement as set out in clause 2.

**"Site"** Manor Farm, Wilsthorpe Road, Braceborough, Stamford, Lincs, PE9 4NX

**"Start Date"** means the first date upon which You receive the Service and are permitted access to the Site as agreed between You and Us.

**"Term"** the duration of this Agreement starting with the Start Date until the Agreement is cancelled in accordance with the Agreement.

**"Website"** [www.manorfarmstorage.co.uk](http://www.manorfarmstorage.co.uk)

**"We, Us, Our"** means Manor Farm Storage

**"You, Your"** means you, a customer who wishes to use this Service and who agrees to abide by the terms of the Agreement incorporating these terms and conditions.

### 1. **OUR CONTRACT WITH YOU**

1.1 These are the terms and conditions on which We supply Services to You.

1.2 Please ensure that You read these terms carefully and check the details on the Booking Form and in these Terms are complete and accurate, before you sign the Booking Form. If You think that there is a mistake please contact Us to discuss.

1.3 Where You sign and submit the Booking Form to Us this does not mean We have accepted your order for Services. Our acceptance of the Booking Form shall take place as described in these terms and conditions. If We are unable to supply You with the Services, We will inform You of this and We will not process the Booking Form.

1.4 These terms will become binding on You and Us when We contact You to confirm We are able to provide You with the Services at which point a contract will come into existence between You and Us. You will be permitted access to the Site from the Start Date agreed before the contract comes into existence.

### 2. **THE SERVICE**

2.1 In return for the charges payable under the Agreement, as and when requested by you from time to time, we shall:

2.1.1 Grant you a licence to use and access the Container from the Start Date for the Term on the conditions set out herein;

2.1.2 Allow You, and any persons authorised in writing or accompanied by You, access to the Container, by permitted passageways only (as notified at the Site), at any time during the Access

Hours throughout the Term only for the purposes of you depositing, removing, substituting or inspecting the Goods. No access to the Container will be permitted for any other purposes or outside Access Hours. We will try to provide advance warning of changes in Access Hours by notices on the Website, but we reserve the right to change Access Hours to other reasonable access times without giving you prior notice;

2.1.3 Provide one or more empty Containers as requested by you at the Site together with padlocks in respect of the same;

2.2 You agree that:

2.2.1 You will only access the Container via the permitted passageways, as notified from time to time at the Site, as a licensee during the Access Hours. We shall retain control, possession and management of the Site, passageways and Container and you have no right to exclude us from the Container.

2.2.2 Your use of the Container shall not create a tenancy, lease or any other relationship of landlord and tenant between us and we shall not be treated as a warehouse keeper.

2.2.3 You will use the padlock provided by Us for the Container and acknowledge We will keep a duplicate key. 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 Container. You are responsible for returning any key provided by Us at the end of the Term. You should not leave your key with or permit access to Your Container to any person.

2.2.4 You will comply with the terms of the Agreement including paying all fees due under the Agreement as and when due.

2.2.5 You will comply with our reasonable requests in respect of the Container, the Goods stored therein, Your access to the Site and otherwise in relation to this Agreement. You acknowledge that the Site is a working farm and that the utmost care must be taken by You and any person You permit to access the Site when accessing Your Container. You undertake that You will not attempt to gain access to any part of the farm other than any part of the Site You are expressly permitted to access by Us in the performance of this Agreement.

2.3 We may restrict your access to the Site where we consider it reasonable to do so.

### 3. **PAYMENT FEES AND CHARGES.**

3.1 The price for the Service will be as set out in Our price list in force at the time. We confirm that a Container is available for You to use. Our prices may change from time to time and We shall give You at least four weeks' notice of any change in Our prices. Our price list is available at the Site.

3.2 Payment must always be paid for monthly in advance with no refunds available within the first 4 week period. All Containers are available for a minimum of 4 weeks.

3.3 If payment is not made by the due date, we reserve the right to fit Our own security lock on the Container and this will not be released until payment has been made in full. If payment remains unpaid 28 days from the due date, We reserve the right to enter the Container. You agree that all Goods stored are subject to a general lien and where fees remain outstanding for a period of two months relating to any Container we reserve the right to take possession of the Goods therein and sell them in order to recover any outstanding fees due. We will make reasonable attempts to contact you before Goods are sold.

### 4. **RIGHTS TO CANCEL AND APPLICABLE REFUND**

The Agreement shall continue for the Term until cancelled by You or Us in accordance with the terms of this Agreement.

You may cancel any Agreement for the Services at any time before the Start Date. If You have cancelled Your Agreement and You have made any payment in advance for Services that have not been provided to You, We will refund these amounts to You.

You may terminate this Agreement at any time during the Term on 14 days' notice. Any fees paid in advance will be refunded rounded down to the nearest unused seven day period together with any deposit paid, subject to a final inspection of the Container. Any refund due under this Agreement will be refunded to You within 14 days of notice from You that the Container is empty and clean.

You may cancel the Agreement at any time with immediate effect by giving Us written notice if We break the Agreement in any material way and We do not correct or fix the situation within 7 days of You asking Us to in writing or We are affected by an Event Outside Our Control.

We may have to cancel an Agreement before the Start Date due to an Event Outside Our Control. We will promptly contact You if this happens. If We have to cancel an Agreement in these circumstances and You have made payment in advance for Services that have not been provided to You, We will refund these amounts to You.

Once We have begun to provide the Services to You, We may cancel the contract for the Services at any time by providing you with at least 14 days' notice in writing. If You have made

payment in advance for any Services that have not been provided to You We will refund these amounts to You. We may also terminate the contract at any time with immediate effect by giving You written notice if You do not pay Us when you are supposed to or You break the Agreement in any other material way and You do not correct or fix the situation within 7 days of Us asking You to in writing or You store in the Container any prohibited Goods contrary to the terms of this Agreement.

Upon cancellation of this Agreement for any reason by either You or Us, You must remove all of the Goods from the Container, return all keys to Us and leave the Container in the same condition in which You found it.

## 5. **OUR LIABILITY TO YOU**

5.1 Nothing in these Conditions shall limit or exclude our liability for death, personal injury, fraud or fraudulent misrepresentation or any other matter that cannot be excluded by law.

5.2 Subject to clause 5.1:

5.3 We shall under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with these terms and conditions;

5.4 We shall not be liable for any damage to property or Goods arising out of Your use of the Container or the Agreement.

5.5 Our total liability to You in respect of all other losses arising under or in connection with the Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the total amount payable by You under clause 3 over the Term.

5.6 This clause shall survive termination of the Agreement.

## 6. **EVENTS OUTSIDE OUR CONTROL**

6.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of Our obligations (including granting You access to the Site) under the Agreement that is caused by an Event Outside Our Control.

6.2 Any Event Outside Our Control means any act or event beyond Our reasonable control including without limitations civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster or failure of public or private telecommunications networks.

6.3 If an Event Outside Our Control takes place that affects the performance of Our obligations under the Agreement:

6.3.1 We will contact You as soon as reasonably possible to notify You; and

6.3.2 Our obligations under the Agreement will be suspended and the time for performance of Our obligations will be extended for the duration of the Event Outside Our Control during which time You will not be permitted access to the Site. We will restart the Services as soon as reasonably possible after the Event Outside Our Control is over.

6.4 You may cancel the contract if any Event Outside Our Control takes place and You no longer wish Us to provide the Services in accordance with this agreement. We will only cancel the Agreement if the Event Outside Our Control continues for longer than 4 weeks.

## 7. **INDEMNITY**

You agree that You will indemnify Us against any claim or action or proceedings brought against Us arising out of Your use of the Container, including but not limited to, any dispute as to the ownership of the Goods stored in the unit and any damage to Our property caused by You (or a person authorised to enter the Site by You).

## 8. **OWNERSHIP OF GOODS**

You confirm that you are the owner of the Goods, or that the ownership is vested in you for the purpose of entering into the Agreement. You confirm that the owner of the Goods, if not You, understands and accepts rights ultimately to sell or dispose of goods to recover any outstanding charges.

## 9. **UNITS AND UNIT USERS**

9.1 The Goods must not include and You must not store any of the following: fireworks, explosives, explosive weapons or ammunition, combustible or flammable materials, liquids or compressed gases including but not limited to diesel, petrol, oil, gas, artificial fertilizer or cleaning solvents, dangerous chemicals, food, perishable goods, birds, fish, animals or any living creatures, toxic waste, asbestos or other materials of a dangerous nature. You must not use anything in the Container which may become a nuisance or annoyance to any other customer or to Us.

9.2 You agree that We, or any contractor acting on Our behalf may at any time and without notification to You open the Container allocated to You under the terms of this Agreement to inspect the goods if:

9.2.1 We reasonably believe it may contain items described in clause 9;

- 9.2.2 We are required to do so by the police, fire services, local authority or by court order,
- 9.2.3 In order to investigate title to the Goods in the event of any dispute,
- 9.2.4 We consider it necessary in an emergency or to prevent injury or damage to persons or property; or
- 9.2.5 As required in order to carry out reasonable maintenance and repair to the Site or the Container upon 14 days' notice.
10. **INSURANCE**  
It is Your responsibility to arrange for Your own policy of insurance for all Goods stored in the Container and provide Us a copy of the insurance policy for our records.
11. **SUITABILITY**  
Under no circumstances do We guarantee that a Container provided under this Agreement is suitable for storage of Your Goods. You acknowledge that Goods stored are stored entirely at Your own risk.
12. **INFORMATION ABOUT US AND HOW TO CONTACT US**
- 12.1 We are a sole trader established in England and Wales and Our address is Manor Farm, Wilsthorpe Road, Braceborough, Stamford, Lincs, PE9 4NX.
- 12.2 If You have any questions or complaints please contact Us. You can contact Us by telephoning Us or e-mailing Us using the details shown at the top of these terms and conditions.
- 12.3 If You wish to contact Us in writing, or if any clause in the Agreement requires You to give Us notice in writing (for example to cancel the Agreement) You can send this to Us by e-mail, by hand or pre-paid post to Manor Farm, Wilsthorpe Road, Braceborough, Stamford, Lincs, PE9 4NX or the e-mail address shown at the top of these terms and conditions. If We have to contact You We will do so by e-mail, hand or pre-paid post to the address stated in the Booking Form.
13. **HOW WE MAY USE YOUR PERSONAL INFORMATION**
- 13.1 We will use the personal information You provide to Us to:
- 13.1.1 Provide the Services;
- 13.1.2 Process Your payment for such Services; and
- 13.1.3 Inform You about similar services that We provide, but You may stop receiving these at any time by contacting Us.
- 13.2 We will not give your personal data to third parties.
14. **OTHER IMPORTANT TERMS**
- 14.1 Any delay in exercising any of Our rights under the Agreement will not impair Our rights or be a waiver to those rights, nor will any partial exercise or any rights preclude a further exercise of that right.
- 14.2 We may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Agreement and may subcontract or delegate in any manner any or all of our obligations under the Agreement to any third party or agent.
- 14.3 You may not assign any of your rights under the Agreement. You agree that your obligations are joint and several in the case of joint parties.
- 14.4 Every provision in these terms and conditions operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 14.5 Whilst on Our premises customers may be recorded by CCTV and the information kept on record.
- 14.6 We reserve the right to alter these terms and conditions at any time.
- 14.7 The terms are governed by English law. You and We both agree irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).

Signed as read and agreed:

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Customer signature

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Customer Name

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Date