PadStore Ltd.
Hire Agreement Terms & Conditions

These conditions explain yours and our rights, obligations and responsibilities under the agreement constituted by these conditions and our quotation / booking confirmation. These conditions can be amended only by prior written agreement between you and us. **PLEASE READ ALL OF THIS DOCUMENT - BY CONFIRMING YOUR BOOKING & MAKING PAYMENT YOU ARE ACCEPTING THE TERMS & CONDITIONS**

PadStore Self Storage is a trading name of PadStore Ltd. www.pad-store.co.uk is operated by PadStore Ltd. of Cumberland Court, 80 Mount St, Nottingham, NG1 6HH and relates to its facilities at The Haulage Yard, A1/A52 Slip Road, Near Barrowby, Grantham, NG31 8NX; Melton Airfield Business Park, Dalby Road, Melton Mowbray, Leicestershire, LE13 0BL (owned by Wilson Enterprises Ltd. and managed by PadStore Ltd. T/A PadStore - Melton); Royal Oak Bridge, East Road, Sleaford, Lincolnshire, NG34 7EQ; and Unit C, Goodwood House, Hackamore Way, Oakham, Rutland, LE15 7FS (owned by Adeptus Capital Ltd. and managed by PadStore Ltd. T/A PadStore – Oakham) ('site').

Personal Data: All data is kept in accordance with GDPR regulations; please refer to our online Privacy Policy (linked within the footer of our website) for further information.

This agreement is made between:

- The 'Hirer' 'We' 'Us' 'Our' (PadStore Ltd.) and
- The 'Hiree' 'You' 'Your' (the customer)

1 DEFINITIONS

A) Self-storage means the hire of a container / room on a site owned or operated by PadStore Self Storage for use by the Hiree for the purpose of storage of goods or chattels.

B) The 'Hirer' is PadStore Ltd. trading as PadStore Self Storage

C) The 'Hiree' is the person or persons (to include successors or personal representatives, Company or Firm specified in the agreement.

D) The 'Equipment' or 'store' is the self storage container / room including lock, keys and fitments hired from PadStore Self Storage and also any other equipment loaded or hired to the Hiree by PadStore Self Storage whether specified in the agreement or not.

E) The 'Facility' is the storage premises, compound, site or building where the Equipment is hired to the 'Hiree'.

F) 'Goods' 'Chattels' and 'Possessions' are the items placed in storage by the 'Hiree'.

2 CONSENTS, LICENSES OR PERMISSION

The Hiree must comply with all Acts of Parliament, Council Orders, Statutory Instruments, restrictions, stipulations and conditions affecting the use of the Equipment.

3 PERIOD OF HIRE

The period of Hire commences on the day specified as the due date on the first invoice for the commencement of the hire of the container / room and terminates on the day the keys are returned to the possession of the Hirer or the date that the container / room is completely emptied of the goods or chattels by the Hirer including items regarded as waste, whichever is the later. Both first and last days are included in the Period of Hire. No credit is allowed on the hire of equipment for any Holiday Periods that may occur during the Hire Term.

4 RIGHT OF HIRER TO INSPECT

The Hirer reserves the right, by necessity, for itself, its agents or servants to have reasonable access to the Equipment to inspect, test, adjust, repair or replace said Equipment.

5 DELIVERY

The Hirer undertakes to make available a self-storage store on the dates stated in the agreement. Although failure to do so may be a fair basis for cancellation of order it will not be a fair basis for a claim against the Hirer for costs arising from the container / room not being available. In such circumstances the Hirer will make every effort to supply a suitable alterative container / room within a reasonable time to meet the needs of the Hiree.

6 ACCESS

The Hirer must ensure that there is suitable and unrestricted access to the equipment subject to site opening hours. Failure to do so may be a fair basis for cancellation of order. It will not be a fair basis of a claim against the Hirer for costs arising from the container / room not being accessible. (This term does not prejudice the provisions of the Term of these Terms and Conditions headed 'Suspension').

7 OPENING OF, AND ENTRY INTO, CONTAINERS

The Hirer may open and enter into a store / container at any time, subject to the Facility opening hours.

8 LOADING AND UNLOADING

The Hiree is responsible for the loading and unloading of the store hired.

9 ACTIVITY

The Hiree shall not carry out any activity on the premises owned or operated by PadStore Ltd. or use a store hired from PadStore Self Storage other than for those activities associated with the usual definition of storage.

10 USE

10.1 The Equipment is offered by the Hirer solely for the use for the purposes of self-storage and should not be used for any other purpose or removed from site.

10.2 The Hiree should not store within the container / room any goods or items which may be hazardous to other users of the self-storage facilities or which may, through negligence or mishap, cause damage to the container / room or adjacent containers / rooms.

10.3 The Hiree should not store within the container / room any goods or items which may be explosive or inflammable.

10.4.1 The Hiree must not store in any container / room (a) any Lithium ion batteries exceeding a watt-hour (Wh) rating of 160 Wh unless they are built-in and cannot be removed from the otherwise permitted Goods; (b) portable battery chargers, power banks or any similar portable power source; (c) more than five (5) E-Scooters, E-Bikes, E-Skateboards or any similar battery-powered vehicles, unless the battery has been removed and is not being stored in the Unit; (d) more than ten (10) laptops, tablet computers, children's toys or other similar items containing built-in batteries.

10.4.2 When storing any permitted Goods that contain built-in batteries the Hiree must ensure: (a) the Goods are free from visible physical defect or fault and (b) such Goods are not stacked and are stored allowing air circulation. We recommend all batteries are stored with the lowest practical charge.

10.5 The Hiree should not store within the container / room any goods or items that are illegal, including illegal drugs, alcohol and contraband cigarettes.

10.6 The Hiree should not use the Equipment for the storage of anything living (livestock, pets, plants etc.) of any kind.

10.7 If the Hiree intends at any stage to store waste of any nature within any container / room then the Hiree should first seek clarification / consent from the Environment Agency and the Hirer before commencing such storage.

10.8 The storage container / room is an enclosed area within the definition of no smoking legislation and the Hiree must ensure that no one smokes within the store while the store is on hire.

10.9 The Hiree shall only use the goods lift, where applicable, solely for transporting their possessions between floors. No persons are to attempt to travel between floors in the goods lift under any circumstances.

10.10 The Hiree shall be liable in the event of a mishap resulting from actions of the Hiree or involving the contents of the Hiree's self-storage unit / room which results in damage to the property of other users of the self-storage facilities or to the property of anyone else or the injury to persons using or in the vicinity of the self-storage facilities.

10.11 The Hirer undertakes to provide a lockable self-storage facility that is in good order. The Hirer accepts no responsibility / liability for the security of the self-storage unit / room or its contents nor does any landlord from whom the Hirer has rented land to carry out the business of self-storage, whether the property has security protection or not.

10.12 The Hiree is responsible for returning the self-storage unit / room to the Hirer in good order at the end of the hire period and if not shall be responsible for all charges to bring the self-storage unit / room to good order including cleaning, removal or rubbish and making good any damage caused including by break-in or attempted break-in.

10.13 The Hiree is responsible for the removal of all rubbish resulting from activities on site and must maintain the area around the self-storage unit / room in good order. Failure to do so may result in a charge for cleaning or removal of rubbish and/or abandoned goods or chattels.

10.14 The Hiree should comply with operational conditions on the site including health and safety and environmental requirements and should restrict themselves to activities directly associated with the storage – loading and unloading of goods and chattels to and from the Equipment.

10.15 The Hiree will be liable under Section 25 for any breach of this Section 10.

11 MAIN SERVICES

Main services are not connected to the Equipment and the Hiree shall not attempt to arrange temporary or permanent connection of Main Services to the Equipment under any circumstances without explicit and prior written consent from the Hirer.

12 MAINTENANCE, CARE AND ALTERATIONS

The Hirer agrees to make available a self-storage container / room in good and sound condition for the duration of the period of the hire. If it is the opinion of the Hiree that the container / room is not suitable then provided that this brought to the attention of the Hirer within 2 working days of commencement of the hire then the Hirer will endeavour, where reasonably practicable, to provide a suitable alternative container / room. If it is not practical then this may be a fair basis for cancellation of order. However it will not be fair basis of a claim against the Hirer for costs arising from a suitable container / room not being available.

The Hiree shall be responsible for maintaining equipment to the standard as at the commencement of hire (or following repair or improvement), for using the Equipment in a reasonable manner and returning the Equipment on completion of hire in a good condition (fair wear and tear excepted). The Hiree is responsible for all loss or damage to the Equipment caused by actions or negligence of the Hiree. If the contract is terminated, the Hiree continues to be responsible for all loss or damage to the Equipment until the key(s) to said Equipment are returned into the possession of the Hirer or the date that the self-storage container / room is completely emptied of goods or chattels of the Hiree, whichever is the later. Any loss or damage will be charged to the Hiree. The Equipment must not be altered, defaced or modified by the Hiree in any way.

13 REPAIRS

The Hiree shall not attempt to repair the Equipment and shall inform the Hirer immediately of any loss, damage or repairs needed to the Equipment. The Hirer undertakes to deal with repairs as soon as reasonably practicable or, at the discretion of the Hirer and subject to availability, to offer an alternative container / room. The Hirer may also suspend further use by the Hiree of the container / room in need of repair until such repairs may be carried out. The need for repairs may be a fair basis for cancellation of order. However it will not be fair basis of a claim against the Hirer for costs arising from the container / room, or an alternative, not being available.

14 LOSS OR DAMAGE

The Hirer in so far as the law permits accepts no responsibility for any loss or damage to the Equipment or its contents due to, or arising from, any cause other than due directly to a defect of the Equipment. This includes damage or loss due to extreme weather or other external conditions

including but not restricted to rodent infestation. There is an active pest control programme in place to cover the site.

15 SUBLET

The Hiree shall keep the equipment in the sole possession of the Hiree and refrain from selling, assigning, mortgaging or letting the Equipment (or any part thereof). Except in the case of an Agent who may sub-let the Equipment after first obtaining permission of the Hirer to any sub-letting and the terms thereof.

16 OFF-HIRE

At the termination of the hire the Hiree shall return the Equipment into the possession of the Hirer empty and in good condition (allowing for fair wear and tear). The Hiree shall remove all goods and chattels stored before the Equipment is returned to the Hirer. The Hiree shall be responsible for any costs incurred by the Hirer in restoring the Equipment to good condition and for removing and disposing of any goods or chattels (including waste and rubbish) left behind by the Hiree. The Equipment shall not be regarded as off-hired until the key(s) have been returned by the Hiree to the Hirer and the Equipment is empty and in the same condition (subject to fair wear and tear) as when hire commenced and not with less than two working days notice to terminate the agreement is received via email.

17 IDENTIFICATION MARKS

The Hirer reserves the right to retain all its marks or plates on the Equipment identifying it as the property of the Hirer and the Hiree shall not deface, remove or cover up any markings, transfers or plates.

18 AVAILABILITY

Quotations are offered subject to availability of the Equipment at the time of hiring and the Hirer reserves the right to offer an alternative item of Equipment should the original quoted for be unavailable.

19 RENTAL AND PAYMENT TERMS

19.1 An initial payment of 1 month hire plus the key deposit and any Contents Cover is due before the Equipment is taken on Hire. Subsequent payment(s) must be received by PadStore Ltd. 14 days from the date of invoice via GoCardless (Direct Debit). When vacating a store payment is due for the day that the store is advised off-hire. Stores shall normally be hired out for a minimum rental period of one week unless otherwise agreed. Payment is calculated on the number of days the Equipment is on hire, one week being 7 days. Bank holidays and public holidays are included for the purposes of calculating prices. Parts of a week or month will be charged or refunded pro-rata (Flexible Package only).

19.2 Up-front payment for 6 or 12 months storage requires payment in full before the Equipment is taken on Hire. Payment will include key deposit and any required Contents Cover notwithstanding Section 23 of these terms and conditions.

19.3 A late payment fee of £10 inc.VAT will be charged on each and every GoCardless Direct Debit payment failure on each and every invoice. A late payment fee of £10 inc.VAT will be charged each and every 7 days that an invoice falls overdue on each and every invoice paid via alternative means.

19.4 The Hirer reserves the right to request a deposit against the hire of a store and associated equipment.

19.5 Following off-hire the Hirer will credit whole unused periods due, subject to conditions, providing the minimum hire period is exceeded, for which the Hiree has already been invoiced or paid. The Hirer will advise the Hiree of the amount of refund due, including any deposits that have been paid, in writing to the Hiree at the postal or email address for correspondence given by the Hiree when entering into the contract, unless otherwise advised or agreed, within 14 days of termination of the hire. Any refund due will then be paid to the Hiree by a method agreed between the Hirer and the Hiree within 14 days of the Hirer authorising the refund to be paid back to the Hiree.

19.6 Loss or theft of locks will incur a £100 + VAT additional charge to be deducted from any refund(s) payable to the Hiree or charged separately.

19.7 The Hirer reserves the right to amend hire rates at any time on new or existing contracts after the minimum rental period has expired. The Hiree will be given advice in writing by normal postal services or email to the address given by the Hiree for correspondence, please refer to Section 26.

19.8 The Hiree shall not cancel a Direct Debit or claim a refund under the Direct Debit Guarantee in respect of any Storage Hire or any other applicable charges without prior discussion and consultation with the Hirer surrounding any charges or amounts disputed. The Hirer reserves the right to immediately restrict access to the Site and the Equipment, ceasing the goods and items within, and initiate debt recovery procedures in the event of a breach of this sub-clause.

20 RENEWAL

Within 30 days of expiry of the minimum term on 6 or 12 month packages the Hiree will need to renew for a further 6 or 12 months or automatically default onto the Flexible package and the associated hire fees.

21 TERMINATION

21.1 The agreement can be terminated by the Hiree at any time with two days notice via email notwithstanding any commitment to 6 and 12-month contract packages opted into and charges shall be payable in accordance with the relevant minimum hire period of 7 days, 6 months or 12 months.

21.2 The Hirer may terminate the contract at any time forthwith should:

A) the Hiree fail to comply with any of the conditions herein, including non-payment of rent within 21 days;

B) the Hiree be committed for any act of bankruptcy or levy against the Hiree of any distress or execution;

C) the Hiree enters into competition with creditors or, in the case of a Limited Company, goes into liquidation;

D) the Hiree puts into jeopardy or prejudices in any way the Hirer's interest in the Equipment through any act of omission on the Hiree's part

21.3 If for any reason the rent remains unpaid for a period of 21 days or the contract is terminated for any other reason specified in this clause, or for any other default on the part of the Hiree, the Hirer shall be entitled through proper legal processes to recover all monies due to it under the terms of this contract. (See also the Term headed 'Suspension').

21.4 If this contract specifies a fixed period of hire and notice of termination (as set out within terms and conditions herein) is not served by the Hiree or the Hirer, this contract will be deemed to continue automatically until terminated by the Hirer or Hiree in accordance with these terms and conditions.

21.5 If no fixed period is specified, the Hirer may terminate any contract for the hire of a self-storage unit / room and equipment on one months written notice, but without prejudice to the Hirer's rights set out in sub-clause 20.2 of this clause.

21.6 A fee of £100 will be charged to the Hiree for the clearing and/or cleaning of anything left in the Hirer's Equipment at the end of hire.

22 SUSPENSION & REMOVAL

If the Hirer has cause to take action with reference to Section 21.3 of the Term herein headed 'Termination' the Hirer reserves the right within Law to restrict access to the equipment on hire while legal action is progressed to recover monies owing. Following a reasonable period of time during which the Hirer has attempted to obtain settlement for monies owning, the Hirer, by necessity, may have no alternative other than to remove items from the store to allow the store to be rehired commercially. In such circumstances the Hirer will communicate with the Hiree in writing to the address for correspondence given in the contract at the time of booking using a premium postal service and / or via email and telephone contact details provided by the Hiree. The goods or chattels removed from the store will, so far as possible, be retained for a reasonable period before final disposal. While goods or chattels are held in a store by the Hirer the agreed charge for hire will continue to apply until monies owing are paid. The Hirer accepts no responsibility for loss or damage

to goods or chattels restricted or seized while monies owing are recovered. A £100 fee will be charged to the Hiree for the clearing and/or cleaning of the Hirer's Equipment.

23 CONTENTS COVER AND INDEMNITY

23.1 Storage of Goods in the Unit / Room is at your sole risk.

23.2 You warrant to us as follows:

23.2.1 Unless otherwise expressly agreed (Contents Cover purchased via the Hirer) the Hiree is responsible for arranging and providing proof of appropriate insurance of contents of the Equipment (Goods) against all normal perils under a valid contract of insurance with a reputable insurance company for their full replacement value and will not cause or allow that insurance cover to lapse whilst the Goods or any of them remain on the Site and the Hirer will not be liable for loss or damages suffered for reasons beyond the control of the Hirer including the adverse affects of temperature including condensation;

23.2.2 that the insurance cover will not be for a sum which is lower than the replacement value of the Goods stored in the Equipment;

23.2.3 You have declared the true total value of all the Goods in storage within the online booking form;

23.2.4 the aggregate value of the Goods stored in the Equipment from time to time will not exceed that value;

23.2.5 this warranty is repeated by You to Us at each invoice Due Date.

23.3 Failure to provide proof of sufficient insurance cover within 30 days of commencement of hire will result in the Hiree being charged the minimum band of Contents Cover by the Hirer.

23.4 We do not give any advice concerning such insurance and it is for You to make your own judgement whether such insurance is appropriate to cover the Goods and risks to them.

23.5 The Hirer excludes all liability in respect of loss or damage to (1) Hiree's business, if any, including consequential loss, lost profits or business interruption; and (2) and all liability in respect of loss or damage to the Goods caused by Normal Perils, including as a result of negligence by us, our agents and/or employees above the sum of £100 which we consider to be the normal excess on a standard household insurance policy whether or not that policy would cover the Goods.

23.6 Normal Perils in this Condition mean loss of or damage to Goods caused by fire, lightning, explosion, earthquake, aircraft, storm, flood, bursting and/or leaking pipes, theft accompanied by forcible and violent entry or exit, riot, strike, civil commotion, malicious damage, and impact by vehicles.

23.7 Where the Hirer suffers loss as a result of damage to or loss of Equipment (or part thereof) as a result of acts or negligence of the Hiree then the Hiree shall be liable as follows:

A) If the Equipment is damaged and it can be economically repaired, in making good damage.

B) In any other case, in compensating the Hirer for all loss suffered as a result of the loss or damage.

23.8 The Hirer accepts no responsibility for loss or damage suffered by the Hiree to persons, vehicles, goods or chattels whilst on the premises of the Hirer other than where it can be proved it has occurred as a direct result of negligence on the part of the Hirer or its agents. The Hiree is to compensate and indemnify the Hirer for any losses incurred as a result of any breach by the Hiree of the Hiree obligations under this agreement.

23.9 We do not exclude liability for physical injury to or the death of any person and which is a direct result of our negligence or wilful default or that of our agents and/or employees.

23.10 Subject to Section 23.11, if applicable, We do not insure Your goods and possessions, and it is a condition of this Agreement that the Goods remain adequately insured by You at all times for their Full Replacement Value (as set out on the Cover Sheet / Summary of Contents Cover) while they are in storage. You warrant that such cover is in place, will not lapse and that the aggregate value of Goods in the Equipment from time to time will not exceed the insured value. We do not give any advice concerning insurance cover given by any policy and You must make Your own judgment as to adequacy of cover even when arranged by Us. Inspection of any insurance documents provided by You to demonstrate cover does not mean We have approved the cover or confirmed it is sufficient.

23.11 **INSURED CONTRACTOR** – If such insurance has been agreed to We shall take out and maintain a contract of insurance in accordance with a Summary of Contents Cover document provided to You. This will provide cover for the Goods for the value stated as the full total replacement value of the Goods as new declared at the time of booking. We do not carry out any valuation of the Goods and We are not responsible for ensuring that the full replacement value as new as stated / declared by You at the time of booking is an accurate or true valuation of the full replacement value as new of the Goods in storage at any time. You are responsible for ensuring that contents cover for the value of Goods insured is maintained at an adequate level throughout the period of this Agreement. If loss or damage occurs to the Goods as a result of any matter which may result in a claim under Our insurance policy, after receipt from You of a written request to notify a claim, We will notify Our insurer promptly of the claim. For the purposes of processing any such claim, You shall provide Us, Our insurer or any of its agents appointed to investigate such claim (such as a loss adjuster) with such information and evidence as may reasonably be required in relation to the claim. We shall pay or arrange for payment to You that part of any proceeds of any claim made by Us which relates to damage or loss to the Goods after deduction of any outstanding sums due to Us from You. In the event that We make a claim under Our insurance policy in respect of loss or damage to the Goods, You acknowledge that Our liability to make any payments to You in relation to such claim is restricted to payment to You of the amount that We recover from Our insurer under Our insurance policy in relation to the Goods. Whilst We will notify claims to Our insurer, We are not under any circumstances obliged to start or threaten to start any legal proceedings in relation to any such claim. Nothing in this Agreement shall make or be deemed to make Us Your agent. If You fail to pay any contents cover charges then any contents cover in respect of the Goods will cease immediately from the date such charges are overdue.

24 FIRE SAFETY, HEALTH AND SAFETY & CRIMINAL ACTIVITY

Site rules, including that of general Health and Safety practices, clearly displayed on signs upon entry to and within the site must be adhered to at all times. Children must be supervised by an adult at all times and are not permitted to play on site at any time. Pets are not permitted off a leash and any foul is to be immediately picked up and disposed of away from site. Any accident on site must be reported to the Hirer as soon as possible and within 24hrs of occurrence. All acts, events or suspicions activity surrounding, inter alia, fire events, arson or criminal activity must be immediately reported to the appropriate emergency service(s) by phoning ‘999’ and direct contact with the Hirer.

25 COMPENSATION

It will be the Hiree’s responsibility to compensate the Hirer for the full amount of all claims, liabilities, demands, damages, costs and expenses (including any reasonably incurred legal and professional fees) incurred by the Hirer or third parties (Liabilities) resulting from or incidental to: (a) the Hiree’s use of the equipment (including but not limited to the ownership or storage of Goods in the container / room, the Goods themselves and/or accessing the Facility); or (b) breach of this Agreement by You or any of Your Agents; or (c) enforcement terms of this Agreement.

26 EXTENT OF CONTRACT / AGREEMENT

No warranties or conditions other than specifically set forth shall be implied or deemed incorporated in, or form part of, the Contract. The Hiree admits no representations to the Hiree on behalf of the Hirer that may have induced the Hiree to enter into the Contract.

27 CHANGES & AMENDMENTS

Any changes to the details provided by the Hiree in this agreement to be notified to the Hirer without undue delay.

The Hirer reserves the right to amend the terms of this agreement, hire prices and contents cover prices at any time upon giving the Hiree 30 days notice by the email address provided by the Hiree.

28 ERRORS AND OMISSIONS

Whilst every endeavour has been made to include all contingencies, the Hirer cannot be held responsible for any errors and omissions arising from circumstances beyond its control.