

Storage Contract and Terms and Conditions

Storage contract between Securistore SL and the person named on the booking form.

Details of Rental and Declaration

I, the person named on the booking form confirm that I am the owner of the goods to be stored at Securistore SL, if the goods are not owned by me then I have obtained the owners consent for their storage on the terms of the agreement and the owner has signed below. I understand and accept that Securistore SL has the right to make additional charges for late payment and ultimately to dispose of the goods for non payment as per clause 16 and 20 of our terms and conditions.

This contract is a legally binding agreement between you and Securistore SL and any discounts offered will be withdrawn if this contract is broken. Cancellation charges apply as per clause 21 in our terms and conditions and no refunds will be given if the storage area is vacated before the end of this contract. I also understand that I do not have an automatic right to unlimited access without the payment of a security deposit.

I understand and agree that Securistore SL is not liable for any loss or damage to the goods stored by me, even if that damage is due to the fault of Securistore SL and that Securistore is not liable for any consequential loss incurred by me and that any loss will be covered up to the sum stated in the insurance declaration on this booking and is subject to the terms of the memorandum of insurance. I confirm that I have read and agree to conditions 26,27 and 28 and have retained a copy for my own records.

I have read and understood all the terms and conditions attached to which this agreement is subject and my digital signature indicates acceptance thereof. In the case of the expiry of the term agreed in the private conditions of the contract without either of the parties having notified their wish to terminate the contract with at least 28 days notice, the contract will be understood to be tacitly extended indefinitely. The storage fees applicable will therefore be increased from the 1st January each year by application of the increase in the I.P.C corresponding to the immediate previous natural year.

TERMS AND CONDITIONS OF A LICENCE TO STORE GOODS

- Definitions:** In these terms and conditions the following words have the following meanings:- (You, Your): The customer named in the schedule. (We, Us, Our): Securistore S.L. (Goods): Anything that you bring to the site and store in the unit. (Unit): The storage unit specified or any alternative storage unit we may specify under condition 13. (Commencement Date): The date specified in the schedule. (Site): The premises on which the unit is situated. (Access Hours): The hours we permit access to the unit. (Prohibited Items): Those items specified in condition 10. (Deposit): The amount specified in the schedule. (Licence Fees): The amount specified in the schedule. (Due Date): The date specified in the schedule and the corresponding date in each period specified in the schedule or the previous business day if the due date falls on a Saturday, Sunday or Public Holiday.
- Your right to Occupy:** We permit you but no other person to use the unit in accordance with these terms and conditions from the commencement date until this agreement is terminated.
- Inspection:** You must inspect the unit before storing any goods and inform us if you believe it is damaged or unsuitable for your requirements in any way. If you do not do so, the unit will be deemed suitable for you and in good condition from the commencement date.
- Access to the Unit by You or Us:** You may have access to the unit any time during the access hours. No access to the unit will be permitted outside these hours. We may change the access hours at any time without giving any prior notice.
- Only you and the persons authorised in writing or accompanied by you will be permitted to have access to the unit. You may withdraw authorisation at any time but the withdrawal will not be effective until received in writing. We may ask for proof of identity from you or any other person at any time, although we are not obliged to do so, and we may refuse access to any person, including you, who is unable to provide satisfactory proof of identity.
- You are responsible for providing a padlock for the unit and you must ensure that it is locked at all times when you are not in attendance. We will not be responsible for locking unlocked units.
- You will permit us and our agents workmen to enter the unit at any time in emergency and otherwise, if we give you not less than seven days notice so that we may inspect it or carry out repairs, maintenance and alterations to the unit or part of the site to ensure compliance with these terms and conditions for any other purposes.
- We may enter the unit at any time without notifying you and if necessary we may break the lock to gain entry: (i) If we believe that the unit contains prohibited items or is being used in breach of these terms and conditions. (ii) If we are required to do so by the Police, Fire Service, Local Authorities or by Court Order. (iii) If we believe it is necessary in an emergency. (iv) To obtain access in accordance with conditions 7, 14, 19 and 20.
- Use of the Unit and the Site:** You confirm that the goods you are storing in the unit are your own property or the person who owns or has interest in them has given authority to you to store them in the unit.
- You may use the unit for storage and not any other purpose. You must not store and you must not allow any other person to store any of the following in the unit:- (i) Food or perishable goods unless securely packed so that they are protected from vermin. (ii) Birds, Fish, animals or other living creatures. (iii) Combustible or flammable materials or liquids such as paint, petrol, oil or cleaning solvents. (iv) Explosives, weapons, or ammunition. (v) Chemicals, Radioactive materials, Biological agents. (vi) Toxic waste, Asbestos or other materials of a dangerous nature. (vii) Any illegal substances or goods illegally obtained.
- You must not (and you must not allow any other person to):- (i) Use the unit or do anything on the site or in the unit which may be a nuisance to us or to the user of any other unit. (ii) Do anything on the site or in the unit which may invalidate any of our insurance policies, or those of other unit users, or increase the premiums. (iii) Use the unit as offices or living accommodation or as a home or business address. (iv) Spray paint or do any mechanical work of any kind in the unit. (v) Attach anything to the walls, ceilings, floor or doors of the

unit to make any alteration to the unit. (vi) Allow any liquid substance, smell or odour to escape from the unit or any noise to be audible or vibration to be felt outside the unit. (vii) Cause any damage to the unit or any other unit or the site or its facilities or to the property and possessions of us or any of our customers. If you cause damage you must at our opinion, repair, restore or replace such damaged items or reimburse our costs in making necessary repairs, restoration or replacement. (viii) Cause any obstruction or undue hindrance in any passageway, stairway, service area or other part of the site and you must at all times exercise courtesy to others using these areas.

12. **You Must:** (i) Inform us immediately of any damage to the unit. (ii) Comply with the directions of any of our employees or agents at the site and any further regulations for the use of the unit which we may issue from time to time.
13. **Unit:** We may at any time by giving you seven days notice, require you to remove goods from one unit to another specified by us. The alternative unit shall be of similar size to the current unit.
14. If your goods are moved to an alternative unit this agreement will be varied by the substitution of the alternative unit number but this agreement will otherwise continue in full force and effect and the licence fee will continue to apply to the alternative unit.
15. **Fees and Payment: Deposit:** You must pay us the deposit when you sign this agreement. The deposit will be returned to you without interest within 21 days after this agreement terminates, less any amount we may deduct to cover:- (i) Repairing any damage to the unit, the site or any other unit caused by you, your agents or invitees or by the goods stored in the unit. (ii) Any unpaid licence fees or removal or other charges. (iii) Any other obligation to us that you have not discharged in full.
16. **Licence Fees:** You must pay us the licence fees for the minimum period of storage on the signature of this agreement and thereafter must pay the licence fees on the due date. If you do not pay the licence fees on the due date you will immediately become liable to pay a late payment charge equal to 10 per cent of the licence fees subject to a minimum charge of €5.00 for each period of two weeks or any part of it that the licence fees including any late payment or other charges remaining unpaid after the due date
17. In the event that your cheque is dishonoured, we make a further charge of €15.00 on each occasion that your cheque is returned.
18. **Increases:** We may alter the licence fees at any time by giving you written notice and the new licence fees shall take effect on the first due date occurring not less than four weeks after the date of notice.
19. **Non-payment of licence fees:** If you do not pay the licence fees on the due date or the late payment charge or either, we may exclude you from the site and the unit and we may break the lock on the unit and install a new lock whether or not we have exercised our right to terminate this agreement. Exercising our right to exclude you from the site and the unit does not effect your obligation to pay any unpaid or future licence fees or late payment charges.
20. If any part of the licence fees or late payment charge is still outstanding one month after the due date, then we may:- (i) Give you written notice that we will remove all the goods in the unit if you have not paid all outstanding amounts due in full within 72 hours of the posting of this notice by us to you at the address set out in the schedule. (ii) On expiry of the notice in sub-condition 21 (i) remove all the goods in the unit to any alternative storage facilities that we may decide without incurring any liability for loss or damage to the goods arising from their removal and alternative storage. (iii) Charge you the full costs of removing the goods from the unit and alternative storage costs together with any repeated costs if we require to move the goods at any time afterwards. (iv) Sell the goods on your behalf and pass good title to them and use the proceeds of the sale to discharge any outstanding licence fees and other charges due to us. If the proceeds of the sale are insufficient to discharge your outstanding liability to us then you will remain liable to the balance and we may take any action we consider necessary to recover the outstanding amounts and you will be liable for all legal and administration costs involved in recovering the debt. (v) Treat any goods not sold as abandoned and destroy or otherwise dispose of them.
21. You or us may terminate this agreement by giving not less than four weeks written notice. Any licence fees paid in advance will be refunded less any discounts given, but we may make deductions from them as if they were a deposit under condition 15. Cancellation Charges will apply equal to 4 weeks storage. There are no refunds on insurance premiums.
22. You may not terminate this licence agreement if any licence fees or other charges are outstanding or if you are otherwise in breach of this agreement.
23. We may terminate this agreement immediately by giving you written notice if you are in breach of any term of this agreement.
24. On termination of this agreement you must remove all goods from the unit and leave the unit clean and tidy and in the same condition as of the commencement date. We may charge you if we have to clean the unit or dispose of any goods or rubbish left in the unit or on site.
25. We may treat any goods remaining in the unit after termination as abandoned and may dispose of them in accordance with condition 20.
26. **Insurance:** Insurance cover is compulsory. **We do not automatically insure your goods whilst in the unit.** Storage of goods in the unit is at your sole risk and you must insure them at their full replacement value. You may take out insurance arranged by us if you so wish by completing the relevant part of the schedule. You may arrange alternative insurance, providing you supply us with a copy of the schedule and policy number and ensure that the expiry date of the said policy does not fall short of the termination date of the storage agreement.
27. **Exclusion Liability:** We shall not be liable for any loss including consequential, economic or damage to the goods stored in the unit whether or not the loss or damage is due to any act or omission, negligence or wilful default by us or any of our servants or agents or other customers, nor shall we be liable for any consequential or economic loss incurred by you as a result of any loss or damage to your goods. Any other representatives, conditions, warranties and other terms whether written or oral, express or implied, statutory or otherwise which are or may be inconsistent with this condition are expressly excluded.
28. The exclusion of liability in condition 26 and 27 does not apply where the damage suffered by you is a direct result of our negligence or wilful default or that of our servants or agents and which causes physical injury or death of any person.
29. **Indemnity:** You will indemnify us and hold us harmless against all claims, demands, liabilities, damages, costs and expenses incurred by us or any of our servants, agents or invitees or arises out of the breach of this agreement by you.
30. **Notices:** Any notice given under this agreement must be in writing and may be served by personal delivery or pre-paid post. Any notice sent to you may be sent to the address stated in the schedule or any other address which you notify to us in writing. Any notice to us must be sent to our address set out in the schedule. Notices will be deemed to be effectively served immediately if served personally or 48 hours after they have been put in the post.
31. **Force Majeure:** We shall not be liable for any loss or damage which you may suffer as a direct result of our performance of this agreement being prevented, hindered or delayed by reason of any Act of God, riot, strike or lockout, trade dispute or labour disturbance, accident, breakdown of plant or machinery, fire, flood, difficulty in obtaining workmen, materials or transport, electrical power failure or other circumstances whatsoever outside of our control and which effect the provision by us of access to or use of the unit.
32. **General:** Any delay by us in exercising any of our rights under this agreement will not impair our rights or be a waiver of those rights nor will any partial preclude a further exercise of that right.
33. You may not assign any of our rights under this agreement or part with possession of the unit to any other person, firm or company.
34. No variation of these terms and conditions will be effective unless expressly accepted in writing by us and signed by us.

35. Every provision in these terms and conditions is severable and distinct from every other provision and if at any time one or more of such provisions is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not be affected in any way.
36. This agreement shall be governed by Spanish law and to the law of the country to which the person named on the agreement is a citizen and we submit to the jurisdiction of the Spanish courts and the courts of the country to which the person named on the agreement is a citizen.
37. This agreement shall not create a tenancy.
38. Where the customer is two or more persons, your obligations under this agreement shall be joint and several.

MEMORANDUM OF INSURANCE

Subject to payment of our charges inclusive of the appropriate Premium/Surcharge on our Account your GOODS AND EFFECTS will be insured against the risks of Loss and/or Damage whilst in our custody or control for the purpose of storage in accordance with the Insurers' Policy Conditions and Exceptions as summarised below for the FULL VALUE (in like condition and similar age) AS DECLARED TO US BY YOU. This insurance only applies where no packing or handling of effects is provided by the storage company.

THIS INSURANCE is provided by declaration against a General Block Insurance policy (issued to us as Agents on behalf of our Clients) underwritten by CATALANA OCCIDENTE.

SUMMARY OF CONDITIONS AND EXCEPTIONS

1. This Insurance being granted upon an indemnity basis shall not apply to nor include:
 - (a) Loss of, or damage to:
 - (i) Furs exceeding 200€ in value, Jewellery, Watches, Trinkets, Precious Stones, Precious Metals, Money, Deeds, Bonds, Securities, Stamps of all Kinds, Manuscripts or other Documents, except whilst stored in a locked Safe or strong room approved by the Insurers.
 - (ii) Liquor, Perfumery, Tobacco, Foodstuffs, Firearms and Explosives.
 - (iii) Livestock, Plants or Perishable Goods of any kind.
 - (b) Any consequence whether direct or indirect of War, Invasion, Act of Foreign Enemy, Hostilities (whether war be declared or not), Civil War, Rebellion, Insurrection or Military or Usurped Power or Terrorism.
 - (c) Any loss or damage caused by or arising from wear and tear, gradual deterioration, moth or vermin, damp, mildew, rust or atmospheric or climatic causes or the leakage of liquid from any receptacle or container.
 - (d) Indirect or Consequential Loss of any kind or description.
 - (e) Electrical, electronic or mechanical derangement of any items of electrical, electronic, or mechanical equipment, machinery, apparatus or instrument unless external physical damage has occurred.
 - (f) Loss or destruction of, or any damage to, any property whatsoever or loss or expense whatsoever resulting or arising there from or any consequential loss directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel.
 - (g) The first 100€ of each and every claim.
 - (h) Accidental damage.
2. Where any insured item consists of articles in pair or set, this insurance is not to pay more than:
 - (a) The value of any particular part or parts which may be lost or damaged, without reference to any special value which such article or articles may have as part of such a pair or set.
 - (b) A proportionate part of insured value of the pair or set.
3. The insurers may, at any time after loss or damage, take and keep possession of the insured property and deal with the salvage and, if the insured or anyone acting on his behalf shall obstruct or prevent the Insurers from doing so, all benefits under this insurance shall be forfeited. No property may be abandoned to the insurers.
4. If a claim hereunder be in any respect fraudulent, or any fraudulent devices be used by you or anyone acting on your behalf to obtain any benefit under this insurance, all benefit there under shall be forfeited.
5. This insurance is subject to the Conditions of Average, that is to say if the property covered by this insurance shall at the time of the loss be of greater value than the Sum Insured hereby, the Insured shall only be entitled to recover hereunder such proportion of the said loss as the Sum Insured by this insurance bears to the Total Value of the said property.
6. Any claim hereunder must be advised to the issuing Storage Company within 48 hours and confirmed in writing within 7 days of the removal of items from store or immediately on discovery if items remain in store.
7. Loss and theft of items is only insured following violent and forcible entry to or exit from the storage premises.

This insurance is subject to the exclusive jurisdiction of the Spanish Law.