

Kangaroo Self Storage Limited (SC273494)
Kangaroo Self Storage – Terms and Conditions

In these Terms & Conditions, the following words have the following meanings:

Access Hours:	the hours We permit access to the Unit.
Additional Services	Delivery/Collection Services and/or Holding Keys Services
Agent:	persons authorised by You to have access to Your Unit, or accompanied by You whilst on the Site.
Appendix A	the additional terms that apply in relation to the Delivery/Collection Services.
Appendix B	the additional terms that apply in relation to Holding Keys Services.
Appendix C	the safety instructions for the Site, which may be updated from time to time by Us
Appendix D	The terms and conditions relating to Customer Goods Protection
Bulk Storage Area	A Unit shared by other customers
Business Day:	a day other than Saturday or Sunday when banks are open for business in London.
Condition	a clause or condition of these Terms and Conditions.
Commencement Date:	the date set out on the Signature Page.
Customer Goods Protection Charge	the amount specified in the signature page (if any) as payment for the Customer Goods Protection
Customer Goods Protection	an agreement to accept an enhanced liability for Loss or Damage to Your Property up to the Maximum Replacement Value as set out in the signature page (if any) and which is agreed by Us in respect of the Goods.
Delivery/Collection Services	the additional services you may request where Goods are either (a) delivered to Us or (b) collected from Us.
Delivery/Collection Services Charge	the amount specified in the signature page (if any) as payment for the Delivery/Collection Services.
Deposit	the amount specified in the signature page (if any) which will be collected and held by Us, as security for Your performance of Your obligations under this Agreement.
Due Date:	the first day of each Ongoing Period or the previous Business Day if the Due Date falls on a Saturday, Sunday or public holiday or such other due date for payment of any sum due to Us by You.
Holding Keys Services	the additional services you may request where We will hold keys for the Unit at our premises.
Holding Keys Services Charge	the amount specified in the signature page (if any) as payment for the Holding Keys Services.
Initial Storage Period:	the initial period of storage rental as set out on the Signatory Page.
Normal Perils:	loss of or damage to Goods caused by fire, lightning, explosion, earthquake, aircraft, storm, flood, bursting &/or leaking pipes, theft accompanied by forcible and violent entry or exit, riot, strike, civil commotion, malicious damage, and impact by vehicles and moths, insect or vermin.
Our Fees:	the Storage Charges, Customer Goods Protection Charge, Holding Keys Services Charge and Delivery/Collection Services Charge (if applicable) and/or Cleaning Fee (where appropriate) and any other amount(s) due to Us from You for the applicable services/goods under the terms of this Agreement which do not include VAT which shall also be paid by You where it is or becomes applicable.
Prompt Payment:	in respect of payment of each and every sum under this Agreement, payment on the Commencement Date or on the Due Date as applicable or if the Due Date or Commencement Date is not a Business Day, then on the previous Business Day prior to the Due Date.
Reservation Fee	the sum paid by You at the time of reservation
Signature Page	The front sheet signature page attached to these Terms and Conditions
Storage Charges:	the storage charges as set out on the Signature Page.
Termination Date:	the date of termination of this Agreement in accordance with Condition 24 or such other date as this Agreement comes to an end.
The Goods:	anything You store in the Unit at any time during this Agreement.
The Agreement:	the Self Storage Licence Agreement between You and Us consisting of the Signature Page and these Terms & Conditions together with Appendix A and Appendix B (if applicable), Appendix C, and Appendix D (if applicable).
Unit:	the storage unit allocated to You as specified in the Signature Page or any alternative storage unit We may specify under Condition 12.
We, Us, Our:	the Storage Provider named in the signature page.
You, Your:	the Customer named in the signature page.

1. Your Rights to use the Unit:

- 1.1. So long as Our Fees are paid up to date, We licence You, but no other person (subject to Condition 2.1 below):
- 1.1.1. to use the Unit and only that Unit for the storage of Goods in accordance with this Agreement from the Commencement Date until the Termination Date; and
 - 1.1.2. to have access to the Unit at any time during the Access Hours only for the purpose of depositing, removing,

substituting or inspecting the Goods and the Unit they are in. No access to the Unit will be permitted for any other purposes or outside Access Hours. We will try to provide advance warning of changes to Access Hours by notice at the Site and/or by SMS or email, but We reserve the right to change Access Hours temporarily to other reasonable times without giving prior notice where necessary or appropriate.

- 1.2. Where We have agreed to provide the Additional Services, the terms set out in Appendix A and/or Appendix B shall apply and the licence granted in 1.1 above shall be subject to your compliance with those additional terms.

2. Security Provisions

- 2.1. Only You or Your Agent(s) may have access to the Unit.
- 2.2. You are responsible and liable to Us and to other users of units on the Site for the acts or omissions of Your Agent(s).
- 2.3. On signing this Agreement, You shall provide Us with satisfactory proof of identity for both You and Your Agent(s). We shall be entitled to take a copy of such proof and retain it on Our files.
- 2.4. We may ask for proof of identity from You or any other person at any time (although We are not obliged by this Agreement or otherwise to do so) and We may refuse access to any person (including You) who is unable to provide satisfactory proof of identity.
- 2.5. You may withdraw the authorisation for Your Agent(s) at any time but the withdrawal will not be effective until We receive it in writing.
- 2.6. We may refuse You or Your Agent(s) access at any time if We consider in Our sole discretion that the safety of any person on the Site or the security of the Unit or its content, or other units, or their contents will be put at risk.
- 2.7. We will ensure that the Site is maintained in a secure condition in accordance with good industry practice.
- 2.8. Where You are storing in a Bulk Storage Area You are responsible for ensuring that your goods are stored safely and securely

3. No Tenancy or Exclusive Possession of the Unit

- 3.1. Subject to Condition 3.2, this Agreement shall not create a tenancy or constitute Us as bailees, custodian or warehouseman of the Goods and it shall not confer upon You any right to exclusive possession of the Unit or any alternative unit specified under Condition 12.
- 3.2. Where the additional terms set out in Appendix A and Appendix B for the Additional Services apply, We shall be a bailee or custodian of the Goods to the extent set out in those terms.

4. Locks and Bulk Storage Areas

- 4.1. Unless storing in a Bulk Storage Area You are solely responsible for providing a secure padlock for the Unit and You must ensure that the Unit is locked so as to be secure from unauthorised entry at all times when You are not in the Unit. We will not be responsible for locking any unlocked Unit. You should not leave Your key with or permit access to Your Unit to any person other than Your Agent(s) who is responsible to You and subject to Your control. You are responsible at all times for the safe custody of all keys to all locks which You place on the Unit.
- 4.2. You are not permitted to apply a padlock or other device to the Unit in Our overlocking position and We may have any such padlock or device forcefully cut off at Your expense.
- 4.3. Where applicable, You will secure the external gates and/or doors of the Site.
- 4.4. Where You are storing in a Bulk Storage Area You must ensure the goods are shrink wrapped or secured in a similar fashion to avoid Theft. We cannot accept liability for Mysterious disappearance and/or unexplained shortage of Your Property except as a result of theft evidenced by forcible entry.

5. Our Rights to Enter the Unit

- 5.1. You agree to allow Us and Our agents and contractors to enter the Unit and if necessary We may break the lock to gain entry if We give You not less than seven days' notice that We wish to inspect the Unit or need to carry out repairs, maintenance and/or alterations to the Unit or any part of the Site and You fail to grant Us access to the Unit when requested.
- 5.2. Regardless of Condition 5.1 We may break the lock to gain entry at any time without notifying You if:
 - 5.2.1. We reasonably believe that the Unit contains any items described in Condition 8 or is being used in breach of Condition 9 or such entry is effected incidental to the exercise of Our powers pursuant to Condition 18;
 - 5.2.2. We are required to do so by law, by the Police, HM Revenue & Customs, Fire Services, Trading Standards, Local Authority, other competent authority or by a Court Order;
 - 5.2.3. We believe it is necessary in an emergency, for any purpose (including to safeguard Goods belonging to You or other customers);
 - 5.2.4. to obtain access in accordance with Conditions 12 and 18;
 - 5.2.5. to prevent injury or damage to persons or property; or
 - 5.2.6. if We reasonably consider that such entry is necessary to ascertain whether action needs to be taken to prevent injury or damage to persons or property.
- 5.3. Where We have exercised Our rights to enter the Unit pursuant to Conditions 5.1 and/or 5.2 and in doing so We have broken Your lock, We will ensure that when We leave the Unit it will be secured by means of a replacement lock for which You will be provided with keys.

6. Ownership of the Goods Stored in the Unit

- 6.1. You confirm that throughout this Agreement;
 - 6.1.1. the Goods in the Unit from time to time are Your own property or the person who owns or has an interest in them has given You irrevocable authority to store the Goods in the Unit on the Terms & Conditions in this Agreement and You act as a duly authorised agent of any such persons. If Your confirmation is or becomes untrue, You shall indemnify Us for any loss or damage suffered by Us as a result of Your confirmation regarding

the true ownership of the Goods being or becoming untrue, and Our damages shall include any loss, damage or expenses incurred by Us (including any reasonably incurred legal fees) arising from any claim, step or action taken by any person who owns or has an interest in the Goods or claims to do so.

7. Our Rights to Refuse Entry to the Unit for Safety Reasons

- 7.1. We reserve the right to refuse to permit You to store any Goods or require You to collect any Goods from the Unit if in Our reasonable opinion the safety of any person on the Site, or the security of the Unit or its contents, or other units or their contents would be put at risk by the storage or continued storage of any such Goods.

8. Restrictions on the Types of Goods which can be Stored in the Unit

- 8.1. You shall not store (and You must not allow any other person to store) any of the following in the Unit:
- 8.1.1. food or perishable goods unless securely packed so that they are protected from and do not attract vermin;
 - 8.1.2. birds, fish, animals or any other living creatures;
 - 8.1.3. combustible or flammable materials or liquids including but not limited to; gas, paint, petrol, oil or cleaning solvents;
 - 8.1.4. firearms, explosives, weapons or ammunition;
 - 8.1.5. chemicals, radioactive materials, biological agents;
 - 8.1.6. toxic waste, asbestos or other materials of a potentially dangerous nature;
 - 8.1.7. any item which does or could emit any fumes, smell or odour;
 - 8.1.8. any illegal substances, illegal items or goods illegally obtained including but not limited to; drugs, illicit (counterfeit/smuggled) tobacco or alcohol;
 - 8.1.9. any unlicensed or unsafe goods including but not limited to; toys, electrical goods, medicines, aerosols, cosmetics, or fireworks;
 - 8.1.10. any goods which are environmentally harmful or that are a risk to the property of any person.
 - 8.1.11. compressed gasses;
 - 8.1.12. any portable heaters;
 - 8.1.13. 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; portable battery chargers, power banks or any similar portable power source; 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; more than ten (10) laptops, tablet computers, children's toys or other similar items containing built-in batteries; or
 - 8.1.14. any currency, deeds, securities, bullion, coin, precious stones, jewellery, antiques or fine art unless specifically agreed with Us in writing, in advance of storing such goods in the Unit.

9. Things You Shall Not Do

- 9.1. You shall not (and You will procure that any other person or Your Agent(s) shall not):
- 9.1.1. use the Unit or do anything on the Site or in the Unit which may be a nuisance to Us or the users of any other unit or any person on the Site;
 - 9.1.2. use the Unit as offices or living accommodation or as a home or business address and not use the address of the Site or the Unit for receiving or sending mail except where agreed otherwise in writing by Us;
 - 9.1.3. paint (including spray painting) or do any mechanical work of any kind in the Unit;
 - 9.1.4. attach anything to the internal or external surfaces of the Unit or make any alteration to the Unit;
 - 9.1.5. connect any electrical appliances to any power supply in the Unit or on the Site generally unless the appliance has first been tested in accordance with current legislation and a valid copy of the certificate is provided to the store manager at the Site;
 - 9.1.6. 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;
 - 9.1.7. cause any damage to the Unit or any other unit or the Site or its facilities or to Our property or any other unit users or other persons on the Site and if You (including removal, haulage or delivery contractors) cause any damage, You must reimburse to Us the reasonable costs which We incur in making the necessary repairs or restoration. If, however, in Our reasonable opinion, We consider that the repair or restoration of the item would not be an effective way to remedy the damage caused, We will ask You to reimburse to Us the costs of such replacement. Please note that if this Agreement terminates and if at the Termination Date You have not reimbursed to Us Our reasonable costs of repair, restoration or replacement (whichever is the most appropriate in the circumstances), We shall be entitled to withhold from any Deposit which You have paid to Us such repair, restoration or replacement costs which We consider are reasonable, in accordance with Condition 14;
 - 9.1.8. leave anything in or cause any obstruction or undue hindrance in any passageway, stairway, service area or other part of the Site. Any items left unattended in common areas or outside Your unit at any time shall be treated as abandoned and may at our discretion be moved, sold or disposed of immediately with no liability to Us. You must at all times exercise courtesy to others and reasonable care for Your own safety and that of others in using these areas;
 - 9.1.9. connect or provide any utilities or services to the Unit unless authorised in advance in writing by Us;
 - 9.1.10. store any of the restricted Goods listed in Condition 8 within the Unit at any time; or
 - 9.1.11. 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 payable on them;

10. Things You Shall Do

- 10.1. You shall (and You must procure that Your Agents shall):

- 10.1.1. use reasonable care when on the Site or in the Unit and take all reasonable care in respect of the Unit, the Site and the property of Us or any other unit users or other persons on the Site;
- 10.1.2. maintain the Unit and ensure it is clean and in good repair.
- 10.1.3. inform Us immediately of any damage or defect to the Unit;
- 10.1.4. act in a socially responsible manner and observe all reasonable rules and regulations regarding Your conduct, the safety and security of the Unit and Site, Fire Regulations, Health & Safety notices, Prohibited Goods notices and any other notices issued by Us and/or posted at prominent locations at the Site from time to time or to which You may be directed while on Site by any of Our employees, agents or contractors.
- 10.1.5. ensure that all appliances are appropriately drained down, emptied or defrosted as applicable.
- 10.1.6. comply with the reasonable directions of any of our employees, agents and contractors at the Site and any further regulations for the use, safety and security of the Unit and the Site which We may issue from time to time.

11. Health and Safety

- 11.1. You confirm that You have received and understood the current instructions regarding responsibility for Health & Safety whilst visiting the Site, which are appended to this agreement at Appendix C. It is Your responsibility to ensure you know how to and (where applicable) are sufficiently licenced to use the forklifts, pallet truck, trolleys or other equipment safely and any such use is at your own risk. It is Your responsibility to provide proof of any such licencing to Us.
- 11.2. You accept that You are responsible for Your conduct and for the safe conduct of any other person/Agent(s) who visits the Site with You, or on Your behalf.
- 11.3. You confirm that You are aware of the nearest fire exit, exit route and fire assembly point.

12. Exceptional Situations Necessitating the Removal of Your Goods to an Alternative Unit or Site

- 12.1. We may at any time by giving You seven days' written notice require You to remove the Goods from the Unit to another unit specified by Us which shall not be smaller than the current Unit. Where We have requested You to move to another unit, You should provide Us with a statement of the anticipated costs, which You will incur in removing the Goods to another unit, in advance of doing so, and provided that in our opinion these are reasonable, We will either pay these costs, on Your behalf, directly to such third party as You may instruct to move the Goods to the other unit or at Your option, We will pay You an amount equal to such costs. If You do not wish to move to another unit and continue with this Agreement, You may serve notice on Us, or We may serve notice on You, to terminate the Agreement in accordance with Condition 24.
- 12.2. If We have asked You to move to an alternative Unit under Condition 12 and You have failed to move the Goods when required to do so or in the case of an emergency when We may require Goods to be moved without giving You any notice, You authorise Us and our agents to enter the Unit and move the Goods as Your agent on Your behalf to any other unit at the Site or, in extreme cases, where it is not reasonably possible or practicable to identify another unit at the site, to the nearest available site at Our own cost. We will use all reasonable efforts to ensure that any disruption to You is kept to a minimum.
- 12.3. If We have moved Your Goods under Condition 12 either because You have failed to move all of them when required to do so, or in the event of an emergency, We will not acquire any interest in or right to Your Goods or otherwise be responsible for the Goods which will be held by Us at Your risk. We will not be liable to You for any damage to any lock which We remove pursuant to Condition 12, nor for the cost of its replacement, nor for any loss or damage to the goods, unless We have wilfully or negligently caused such loss or damage.
- 12.4. If the Goods are moved to an alternative unit, this Agreement will be varied by the substitution of the alternative unit number but shall otherwise continue in full force and effect and Our Fees at the rate set out in the Signature Page will continue to apply to Your use of the alternative unit and We will continue to collect the Our Fees.

13. Your Payment Obligations

- 13.1. You must pay Us:
 - 13.1.1. the Deposit on or prior to the Commencement Date, where We have requested You to pay a deposit to Us;
 - 13.1.2. the Storage Charge for the Initial Storage Period together with any Customer Goods Protection Charge prior to or on the Commencement Date;
 - 13.1.3. following the expiry of the Initial Storage Period, You must pay the Ongoing Recurring Charge for the Ongoing Period prior to or on the Due Date
 - 13.1.4. where You have requested any Additional Services, You pay the relevant charges for those Additional Services to Us on the Commencement Date and then in advance on the Due Date;
 - 13.1.5. any costs incurred by Us in collecting Our Fees, if late or unpaid, or in enforcing this Agreement in any way, including but not limited to postal, telephone, unit inventory, debt collection, personnel and/or default action costs and associated legal and professional fees;
 - 13.1.6. any government taxes or charges (including any value added tax) levied on any supplies made under this Agreement; and
 - 13.1.7. any cleaning fee or charges for repairs, to be invoiced at Our discretion as per Condition 9.1.7.
- 13.2. All Storage Charges, Customer Goods Protection Charges, Holding Keys Services Charges and/or Delivery/Collection Services Charges (where applicable) are payable by recurring credit or debit card payment or by direct debit payment unless otherwise agreed in writing by Us.
- 13.3. It is your responsibility:
 - 13.3.1. to ensure that payment is made directly to Us on time and in full throughout the Storage Period.
 - 13.3.2. to clearly label and identify payments made by direct transfer as directed by Us. Any incorrectly or unclear payments will not be credited to Your account and may result in payment not being received in time. We shall

have no liability to and shall be indemnified by You if We take steps to enforce the Agreement (including the sale of the Goods) due to Your failure to identify a payment.

- 13.4. Where You have more than one agreement with Us, all will form one account and We may in Our sole discretion apply any payment made by You or on Your behalf under this Agreement against the oldest amount due from You to Us on any other agreement in the account.

14. Return of Deposit

- 14.1. If You have paid to Us a Deposit, this will be returned to You (without interest) by cheque or electronic transfer within 14 days of termination of the Agreement less any amount We may reasonably deduct to cover:
- 14.1.1. any breach of Condition 9; and/or
 - 14.1.2. any of Our Fees (together with any interest due on outstanding payments and/or late payment fees due under Condition 16) which have not been paid or any unpaid removal or other charges; and/or
 - 14.1.3. any other obligation to Us that You have not performed.
- 14.2. Any Reservation Fee paid by You will be credited against the Storage Charges for the Initial Storage Period.

15. Our Right to Alter the Fees

- 15.1. We may alter Our Fees at any time by giving You a minimum of four weeks' written notice taking effect on the first Due Date after the notice expires. If You do not agree with the new level of Our Fees under this Agreement, You may serve notice on Us to terminate the Agreement in accordance with Condition 24. Otherwise, Your continued use of the Unit will be considered as Your acceptance of and agreement to the amended terms.

16. Late Payment / Non Payment of Our Fees

- 16.1. The Prompt Payment of each and every sum (including interest) whether invoiced or not, owing from You to Us from time to time under this Agreement ('Your Debt') is an extremely important part (i.e. "of the essence") of this Agreement, and if You fail to pay any sum owing under this Agreement on the Due Date for such sum, We shall seek to recover the outstanding sums owed by You to Us together with:
- 16.1.1. any interest on these sums. Interest on all amounts overdue will be accrued on a daily basis at the rate of 4% pa above the base rate of HSBC Bank PLC, calculated from the date when payment becomes due up to and including the date of actual payment including all accrued interest, whether before or after judgement and whether or not We exercise Our right of sale of the Goods under this Agreement; and
 - 16.1.2. a fee for the late payment of any Storage Charge at the following rates: £15.00 will be added at 6pm on the 6th day following the Due Date. A further charge of £30.00 will be added at 6pm on the 13th day after the Due date, a further charge of £60.00 will be added at 6pm on the 20th day after the Due Date, a further charge of £5 will be added at 6pm on the 27th day after the Due Date, and a final charge of £90.00 will be added at 6pm on the 34th day, unless payment is made in full.
- 16.2. If You are paying a promotional rate, and if You fail to pay any sum owing under this Agreement on the Due Date or Commencement Date as applicable, then at 6pm on the 6th day following the Due Date or Commencement Date as applicable, the promotional rate will permanently revert to the full standard retail price prevailing on the Due Date or Commencement Date and subsequently, late payment fees outlined in Condition 16.1.2 may be additionally applied.
- 16.3. In addition to Our rights to recover payment of Your Debt pursuant to Condition 16.1 (and the sums referred to in that Condition), We may also terminate this Agreement under Condition 24.2.2.
- 16.4. Additionally, on each occasion any cheque or Direct Debit is dishonoured, at Our option You must pay Us a penalty charge of £25.00.
- 16.5. If You make a part payment of any of Our Fees due to Us and We retain Your part payment, this will not affect Our ability to take any action against You or to exercise any rights We have under this Agreement in respect of Our Fees which remain outstanding from You. The time period from which We may take such action will start from the Due Date when Our Fees were due and the Due Date will not be extended as a result of Your part payment.

17. Our Duties to You in the Event of Late Payment / Non Payment

- 17.1. In default of Prompt Payment of Your Debt:
- 17.1.1. We are relieved of any duty howsoever arising in respect of the Goods, except for any loss or damage to the Goods caused wilfully or negligently by Us and Our agents and contractors; and
 - 17.1.2. the Goods are held solely at Your risk and will continue to be held at Your risk even where the rights described below in Condition 18 are exercised.

18. Our Rights to Sell-Off Goods to Recover Payment

- 18.1. In default of Prompt Payment of Your Debt, We shall be entitled to:
- 18.1.1. retain some or all of Your Goods until We have received payment in full of Your Debt and You shall pay Us fees and charges for continued holding of the Goods at the same rates as under this Agreement or if this Agreement has been terminated, at the rate payable immediately prior to termination. If You pay Us by cheque, We shall not be considered to have received payment until the cheque has been cleared by Your bank; and/or
 - 18.1.2. exercise immediately the rights described below in Condition 18 and sell such of Your Goods as is necessary for us to recover payment of Your Debt in full.
- 18.2. If We decide to exercise either of Our rights set out in Condition 18.1, You authorise Us:
- 18.2.1. to refuse You and Your Agent(s) access to the Goods, the Unit and the Site;
 - 18.2.2. to enter the Unit and if necessary, break Your lock to gain entry;
 - 18.2.3. to secure the Unit with Our own lock in addition to or as an alternative to Your lock;
 - 18.2.4. to remove and/or retain the Goods; and
 - 18.2.5. to ultimately dispose of some or all of the Goods in accordance with Condition 18.

- 18.3. Before We sell the Goods, We will give You notice specifying any particulars that We have of the Goods, the amount of Your Debt at the date of the notice (and We shall specify, what We have reasonably calculated to be, the amount by which Your Debt is increasing after the date of that notice) and directing You to pay. If payment is not made within seven days after the date of the notice, We will sell the Goods. We will not give You any further notice of any intended sale.
- 18.4. We will sell the Goods as if We were the owners and will pass all rights of ownership of the Goods to the buyer, by the best method(s) reasonably available to achieve a selling price reasonably obtainable in the open market, taking into account the cost of sale.
- 18.5. We will use the proceeds of sale to pay first the costs incurred by Us in the sale and removal of the Goods and secondly, to discharge Your Debt.
- 18.6. Any balance will be held for You and payable to You on demand. Interest will not accrue to You on the balance.
- 18.7. If the proceeds of sale are insufficient to discharge the costs of sale incurred by Us and Your Debt without deduction, You must pay any balance outstanding to Us within seven days of a written demand from Us which will set out the balance remaining due to Us after the net proceeds of sale have been credited to You. Interest will continue to accrue on the balance of Your Debt until it has been paid in full.
- 18.8. If, in Our opinion and entirely at Our discretion, the Goods are either not saleable, fail to sell when offered for sale, or are not of sufficient value to warrant the expense of attempting to sell, You authorise Us to treat the Goods as abandoned and We may dispose of all Goods by any means at Your cost.
- 18.9. Before We sell or dispose of the Goods, We will give You notice in writing directing You to pay. This notice may be sent by (a) registered or recorded delivery to the postal address last notified by You to Us in writing and/or (b) by email to the email address last notified by You to Us. If no address within the UK has been provided, We will use any land or email address We hold for You and any ACP.
- 18.10. The terms of this Condition are additional to and without prejudice to all or any rights You or We may have at common law or otherwise.

19. Your Obligation to Check the Suitability of the Unit

- 19.1. Because the nature and type of Goods being stored by You from time to time is at Your discretion (subject to Conditions 8 and 9), You must ensure that the Unit is suitable for the storage of the Goods that You store or intend to store in it. We do not guarantee or represent in any way that any unit allocated to You is a suitable place or means of storage for any particular Goods. Unit sizes are approximate. We strongly advise You to inspect the Unit before storing Goods in the Unit and from time to time throughout the duration of this Agreement.

20. Insurance of the Goods

- 20.1. Storage of Goods in the Unit is at Your sole risk and You are responsible for arranging any insurance that you want or require in relation to the Goods while in the Unit.
- 20.2. Where You have not opted for Customer Goods Protection, You accept:
- 20.2.1. that prior to bringing the Goods onto the Site You have insured the Goods against all Normal Perils under a valid contract of insurance with a reputable insurance company for their full replacement value and such insurance cover will remain in place while the Goods or any of them remain on the Site;
- 20.2.2. that the insurance cover will be for a sum which is the higher of; a) the Maximum Replacement Value of the Goods stored in the Unit from time to time and b) the minimum insurance sum for the Unit used, as notified by Us to You;
- 20.2.3. that prior to bringing the Goods onto the Site You will provide written evidence to Our reasonable satisfaction of Your compliance with Condition 20.2.1; and
- 20.2.4. should Your insurance expire We may at our discretion agree to accept an enhanced liability with our Customers Goods Protection up to the Maximum Replacement Value or the minimum sum for the Unit used until such time as you provide written evidence to Our reasonable satisfaction of Your compliance with Condition 20.2.1.
- 20.3. As an alternative to the insurance requirement in Condition 20.1, You may opt for Customer Goods Protection. Customer Goods Protection means an agreement between You and Us where We accept an enhanced liability in return for payment of the Customer Goods Protection Charge in accordance with the terms of this licence agreement and Appendix D. Where You have opted for Customer Goods Protection, You may choose to take out additional insurance for the Goods for any value above the level covered by the Customer Goods Protection.
- 20.4. You warrant that:
- 20.4.1. you have declared on the signature page the Maximum Replacement Value of all the Goods;
- 20.4.2. the aggregate value of the Goods stored in the Unit from time to time will not exceed that value; and this warranty is repeated by You to us at each Due Date.

21. Our General Liability to You

- 21.1. We do not exclude liability for death or personal injury caused as a direct result of negligence or wilful default on the part of the Storage Provider, its agents and/or employees or any other liability which cannot be limited or excluded by applicable law.
- 21.2. Subject to Condition 21.1 We exclude all liability to You in respect of:
- 21.2.1. loss or damage relating to You, Your business or profession, if any, including but not limited to loss of profits, business interruption, loss of goodwill or reputation, and loss of future profits or business, regardless as to how such loss or damage was caused;
- 21.2.2. loss or damage to the Goods or any claim for return of the Storage Charges, in which case:
- (a) where You are a consumer Our liability will be limited to the sum of £100.00 in total which We consider to be the normal excess on a standard household insurance policy whether or not that policy would cover

- the Goods;
- (b) where You are not a consumer, Our liability will be limited to the sum of £250.00 in total which We consider to be the normal excess on a standard goods in storage/transit insurance policy whether or not that policy would cover the Goods; or
 - (c) where You have selected the Customer Goods Protection and have paid the Customer Goods Protection Charges, Our liability will be limited to the value set out in the Signature Page. For the avoidance of doubt, if You have not paid the Customer Goods Protection Charges, Our liability shall be limited to the amounts set out in 21.2.2(a) or (b) above.
- 21.2.3. loss or damage to the Goods which does not arise as a direct consequence of any breach of this Agreement by Us or any deliberate or negligent act or omission on Our part; and/or
- 21.2.4. loss or damage to the Goods which was not reasonably foreseeable at the date of entering into this Agreement, regardless as to how such loss or damage was caused.
- 21.3. Subject to Condition 21.1 and Condition 21.2, Our entire liability to You under this Agreement (howsoever arising) shall not exceed the Maximum Replacement Value of the Goods.
- 21.4. For the avoidance of doubt, our liability will commence from the time Goods are placed by You into the Unit and cease immediately upon removal of the Goods from the Unit.

22. Your General Liability to Us

- 22.1. You will reimburse Us for an amount equal to all claims, demands, liabilities, damages, costs and expenses incurred by Us or by any of Our servants, or agents or which We have incurred towards other unit users or persons on the Site as a result of any improper or unauthorised use of the Unit or the Site by You or any of Your servants, Agent(s), third party contactors or any other invitees or which arise out of Your negligence, or the negligence of Your servants, Agents, third party contractors or any other invitees, or the breach of this Agreement by You.

23. Circumstances beyond either Our Control or Your Control

- 23.1. In the event of circumstances which are outside Our reasonable control and in respect of the consequences, We do not agree and are not obliged by this Agreement to maintain the safety or security of the Goods, the Unit or the Site in order to keep the Goods free from damage or loss. We shall not be considered to be in breach of this Agreement nor liable for any delay in performing or failure to perform any of its obligations under this Agreement or any resulting loss or damage to Goods if such delay, failure, loss or damage results from events, circumstances or causes beyond Our reasonable control. Such circumstances may include (without limitation) any Act of God, riot, strike or lock-out, trade dispute or labour disturbance, accident, breakdown of plant or machinery, fire, flood, shortage of labour, materials or transport, electrical power failures, threat of or actual terrorism or environmental or health emergency or hazard or recommended restrictions, or entry into any unit including the Unit or the Site by, or arrest or seizure or confiscation of Goods by competent authorities. If this happens, We will not be responsible for failing to allow access to the Goods, Unit and/or the Site for so long as the circumstances continue. We will try to minimise any effects arising from such circumstances.

24. Duration & Termination

- 24.1. This Agreement shall commence on the Commencement Date and shall continue, unless terminated earlier under this Condition 24, for;
- 24.1.1. the Initial Storage Period and then shall be extended automatically for successive Ongoing Periods; or
 - 24.1.2. where terminated in accordance with Condition 24.2.
- 24.2. Either You or We may terminate this Agreement:
- 24.2.1. by giving not less than the written notice specified on the Signature Page to the other and termination will take effect from the close of business on the Termination Date specified in the notice; or
 - 24.2.2. immediately by giving written notice to the other if the other party commits a serious breach of any term of this Agreement and (in the case of a breach capable of being remedied) shall have failed within fifteen days after service of a notice to do so, to remedy the breach. The Termination Date shall be the date the notice is effectively served by one party on the other in accordance with Condition 28.14 or 15 days later if the option to remedy a breach has been provided.
- 24.3. Notwithstanding the specified notice period required to terminate this Agreement under Condition 24.2.1, You may terminate this Agreement on giving Us less than the specified notice on the signature page of Your intention to do so if We agree in writing. We are entitled to retain from the Deposit, or make a charge for apportioned Storage Charges if less than the required notice is given by You.
- 24.4. Upon vacation of Your Unit, You will need to call at the Site to inform a member of the team, who will then accompany You to inspect and secure Your Unit and complete a vacation record in order that the storage rental can be terminated. Should You vacate outside the Access Hours, it will be incumbent upon You to arrange for You or Your representative to return to the Site office during Access Hours in order that the inspection can be undertaken and rental can be terminated. The Site Access Hours are displayed at the Site and can be provided to You on request.
- 24.5. If We enter the Unit for any reason and there are no Goods stored in it, We may terminate the Agreement by sending notice to You. If you do not respond within 7 days, We can terminate the Agreement without any liability.
- 24.6. If You signed up without coming into the Site, then You have 14 days after We confirm acceptance of the order to change Your mind (cooling off period). If You cancel during this period a refund will be provided based on the length of storage You have taken prior to cancelling and all Goods being removed from the Unit. We can use any payment made by You to settle some or all of this. We will refund You using Your method of payment provided. You can cancel by email, post or telephone call to Us referring to Your name, address and Commencement Date.

25. Consequences of Termination

- 25.1. On or before the close of business on the Termination Date, You must remove all goods (including the Goods) from the Unit and leave the Unit clean and tidy and in the same condition as at the Commencement Date. If You do not do so, You shall pay the Cleaning Fee and Our reasonable costs of disposing of any goods (including the Goods) or rubbish left in the Unit or on the Site. In default of the Prompt Payment of Our Fees and any payments due to Us under this Agreement, We are relieved of any duty howsoever arising in respect of the Goods and they are held solely at Your risk, except where any loss or damage to the Goods is caused wilfully or negligently by Us and Our agents and contractors. We may treat Goods remaining in the Unit after the Termination Date as abandoned and may dispose of them in accordance with Condition 18.
- 25.2. Where this Agreement has terminated and You have paid more of Our Fees and charges than are due at the Termination Date, We will refund to You any unused rental charges after deduction of any payments due to Us under the provisions of this Agreement as if the balance were a Deposit under Condition 14. No interest will accrue on any money held by Us for You. Where any payments are still outstanding from You, You must pay Us in full including any outstanding interest before We will release the Goods to You. No refund will be due if You accepted one of our discounts and You terminate Your agreement during this period.
- 25.3. Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of Us or You that came into effect during the life of the Agreement. This includes the right to claim damage for breach of the Agreement, liability for outstanding monies, property damage, personal injury, environmental damage and legal responsibility under this Agreement.

26. Your Duty to Inspect the Goods on Removal from the Unit

- 26.1. You agree to examine the Goods carefully upon removing them from the Unit and You must tell Us and Your insurers (if applicable) about any loss or damage to the Goods as soon as is reasonably possible after doing so, and in any event within 7 days. Any delay in reporting losses or damages to Goods to Us could make it more difficult for You or Us to deal with Your claim.

27. Our Use of Your Personal Information

- 27.1. We collect information about You on registration, signature and whilst this Agreement continues, including personal data ("Data"). We process Data in accordance with the Data Protection Act 2018 and our privacy policy (provided to you at the date you enter into this Agreement) and use it to process payments, communicate with You and generally provide Our services to You. We may share Data with, and collect Data from, credit reference or fraud prevention agencies and trade associations of which We are a member. We will release Data and other account details at any time if We consider in Our sole discretion this is appropriate:
- 27.1.1. to comply with the law;
 - 27.1.2. to enforce this Agreement;
 - 27.1.3. for fraud protection and credit risk reduction;
 - 27.1.4. for crime prevention or detection purposes;
 - 27.1.5. to protect the safety of any person at the Site;
 - 27.1.6. if We consider the security of any unit at the Unit or its contents may otherwise be put at risk.
- 27.2. Your Data may be transferred to, and stored at, a destination outside the United Kingdom and European Economic Area ("EEA"). It may also be processed by staff operating outside the United Kingdom and EEA who work for one of our suppliers. By submitting your Data, you agree to this transfer, storing or processing. We will take all steps reasonably necessary to ensure that your Data is treated securely.
- 27.3. Also, if We sell or buy any business or assets, We may disclose Data and account details to the prospective seller or buyer of such business or assets as if substantially all of Our assets are acquired by a third party, Data and account details will be one of the transferred assets.
- 27.4. Individuals have the right to request a copy of the information that We hold on them and we will respond to any request promptly on receipt.
- 27.5. We may wish to use the information given by You, including Your personal information, for marketing and other purposes and/or to pass this information on to other carefully selected third parties whose similar goods or services We believe may be of interest to You but only where you have not opted out of marketing. If You do not consent to receiving marketing or other materials either from us or Our chosen third parties, You should indicate this by ticking the box on signature page.
- 27.6. It is important that the information We have for You or the ACP is accurate so you should notify Us promptly where this is inaccurate or needs updated.
- 27.7. You agree that we are entitled to discuss your account, any default by You and any other matter with the ACP registered on the front of this Agreement. Further to that you confirm any ACP has consented to You supplying Data to Us on the above terms.
- 27.8. For more information about how we collect, store and use your Data, see our privacy policy: <https://www.kangarooselfstorage.co.uk/privacy-cookies>.

28. Other Provisions

- 28.1. Any delay by Us in exercising or failure to exercise any of Our rights under this Agreement will not affect Our rights or be a waiver of those rights, nor will any partial exercise of any right exclude a further exercise of that right.
- 28.2. Every provision in this Agreement 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.
- 28.3. We intend to rely upon the written terms contained within this Agreement. You should not rely upon any promises, representations or claims made by any of Our employees, agents or contractors which are not also contained within this Agreement.

- 28.4. Any descriptions or illustrations on our website are published for the sole purpose of giving an approximate idea of the services described in them but they will not form part of this Agreement or have any contractual force;
- 28.5. The terms of this Agreement apply to the exclusion of any other terms that You seek to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 28.6. You have raised all queries relevant to Your decision to enter this Agreement with Us and We have, prior to You entering into this Agreement, answered all such queries to Your satisfaction.
- 28.7. any special terms agreed between You and Us, has been recorded in writing and incorporated into the terms of this Agreement;
- 28.8. We may vary the terms of this Agreement and add new terms and conditions as long as such changes are notified to you in writing. It is Our practice to ensure that any such documents are signed on Our behalf by one of Our directors. The modified terms will take effect on the first Due Date occurring not less than 28 days after the date of Our notice. You may end this agreement without charge before the change takes effect by giving notice in accordance with Condition 24. Otherwise, Your continued use of the Unit will be considered as Your acceptance of and agreement to the amended terms.
- 28.9. You may not assign any of Your rights under this Agreement or part with possession of the Unit or Goods whilst they are on the Site to any other person, firm or company. Should You do so or attempt to do so, this will be treated as a serious breach of the Agreement under Condition 24.2.2.
- 28.10. This Agreement does not confer any rights on any third parties and the Contract (Third Party Rights) (Scotland) Act 2017 shall not apply to this Agreement.
- 28.11. This Agreement shall be governed by **Scottish** law and You and We submit to the exclusive jurisdiction of the Scottish courts.
- 28.12. Where You are two or more persons, Your obligations under this Agreement shall be joint and several.
- 28.13. We will send You notifications regarding day-to-day matters and minor changes to this Agreement by email and/or SMS if You have agreed to receive notifications by SMS. These notifications will be effective one hour after sending or immediately if they relate to an urgent problem or emergency. We may also use Your social media accounts.
- 28.14. Any notice given under this Agreement must be in writing and may be served by personal delivery to the person notified or by pre-paid first class post to the address of the party on the Signature Page except that We may give You notice by e-mail or SMS if You have provided Your e-mail address or telephone number on the Signature Page or otherwise. Your address for service of notices shall be Your address or e-mail address written in the Signature Page or any other address in the UK or e-mail address which You have subsequently notified to Us in writing. Any notice to You will also be sent to any owner (whether sole, joint or co-owners), the name and address of whom We have been previously notified by You. Any notice to Us must be sent to Our address set out in the Signature Page. A notice will be deemed to have been served at the time of personal delivery or forty-eight hours after it has been placed in the post or within 5 hours after sending by e-mail. Notice will be considered as having been given to You if We serve that notice on the ACP as identified on the front of this Agreement at the last notified postal or email address of the ACP.
- 28.15. You agree to comply with this Agreement and all laws and regulations relevant to the use of the Unit and the Site. This includes laws relating to material which is stored and the manner in which it is stored. You will be responsible for all liabilities resulting from such a breach.
- 28.16. If We have reason to believe that You are not complying with all relevant laws, We may take any action we consider necessary, including but not limited to; action outlined in Condition 5 and 24, in addition we may also contact, cooperate with and/or submit Goods at Your expense to any relevant authority at Your expense. You agree that We may take such action at any time even though We could have acted earlier.
- 28.17. Before taking any court proceedings for anything arising out of this Agreement (apart from emergency court proceedings), the complaining party shall inform the other person in writing of the dispute in as much detail as possible and You and We agree to try informal conciliation within twenty business days of the notice of the dispute. If the dispute cannot be resolved, You and We agree to use the Centre for Alternative Dispute Resolution to try to resolve the dispute amicably by using an Alternative Dispute Resolution procedure before taking any other step. If the dispute is not resolved to mutual satisfaction within 90 days after notice of the dispute has been given, You or We may submit the dispute to the Court. This Condition does not affect the right of either You or Us to terminate this Agreement.

Appendix A

Additional Terms in relation to Delivery/Collection Services

These terms are in addition to the Terms and Conditions and relate to the Delivery/Collection Services only. All terms defined in the Terms and Conditions shall have the same meanings when used in this Appendix.

Service

1. Subject to the terms and conditions of this Agreement, the We will:
 - 1.1. accept delivery of goods (**Delivered Goods**) on Your behalf and will place the Delivered Goods in Our designated delivery room for collection by You; and/or
 - 1.2. accept goods from You for collection by courier or other third parties (**Collection Goods**) and will place the Collection Goods in Our designated delivery room for collection by a courier or other third party (**Delivery/Collection Service**).
2. We agree to provide the Delivery/Collection Service:
 - 2.1. as long as You are paying for a storage unit within the Site;
 - 2.2. on the terms and conditions set out in this Appendix; and
 - 2.3. reserves the right to discontinue offering this Delivery/Collection Service by giving 28 days' notice.
3. We:
 - 3.1. take possession of and are a bailee of the Delivered Goods until such Delivered Goods are collected by You;
 - 3.2. take possession of and are a bailee of the Collection Goods until such Collection Goods are collected by a courier or other third party; and
 - 3.3. may refuse Delivery Goods or Collection Goods in certain circumstances (see section entitled **Acceptance of Goods** below).
4. You:
 - 4.1. agree and consent to the terms and conditions set out in this Appendix;
 - 4.2. will pay for the Delivery/Collection Service provided by Us in accordance with the Terms and Conditions;
 - 4.3. will indemnify Us for any loss we may suffer as a result of providing the Delivery/Collection Service to You,
 - 4.4. may terminate the Delivery/Collection Service by giving written notice and acknowledges the Delivery/Collection Service will terminate automatically on termination of the Self Storage Licence or the last of them if more than one is in place.

Collection of Goods

5. We will **email** and/or **SMS** You to advise that Delivered Goods have been received.
6. Delivered Goods are to be collected by You within seven (7) days of notification of delivery. You must ensure that Collection Goods are collected within seven (7) days of being deposited with Us for collection. Delivered or Collection Goods not collected within that time will attract a Deliveries Storage Fee.
7. Delivered or Collection Goods not collected within three (3) months of delivery or deposit (as applicable) will be disposed of by Us in line with the Terms and Conditions.

Acceptance of Goods

8. We will not accept items which we believe to be:
 - 8.1. food or perishable goods unless securely packed so that they are protected from and do not attract vermin;
 - 8.2. birds, fish, animals or any other living creatures;
 - 8.3. combustible or flammable materials or liquids including but not limited to; gas, paint, petrol, oil or cleaning solvents;
 - 8.4. firearms, explosives, weapons or ammunition;
 - 8.5. chemicals, radioactive materials, biological agents;
 - 8.6. toxic waste, asbestos or other materials of a potentially dangerous nature;
 - 8.7. any item which does or could emit any fumes, smell or odour;
 - 8.8. any illegal substances, illegal items or goods illegally obtained including but not limited to; drugs, illicit (counterfeit/smuggled) tobacco or alcohol;
 - 8.9. any unlicensed or unsafe goods including but not limited to; toys, electrical goods, medicines, aerosols, cosmetics, or fireworks;
 - 8.10. any goods which are environmentally harmful or that are a risk to the property of any person.
 - 8.11. compressed gasses; or
 - 8.12. any currency, deeds, securities, bullion, coin, precious stones, jewellery, antiques or fine art unless specifically agreed with Us in writing, in advance of storing such goods in the Unit.
 - 8.13. a risk to the Site or the security of the Site or the contents of the Site, or other units, or their contents.
 - 8.14. prohibited items described in the Terms and Conditions.
9. We will only accept deliveries of Delivered or Collection Goods during posted hours, which may vary from time to time, and may differ from Facility opening hours.
10. Collection Goods must be appropriately packaged and such packaging must indicate clearly the intended recipient of the Collection Goods.

Risk, Responsibility and Limitation of Liability

11. We shall not be obligated to check the condition of Delivered Goods on delivery to the Facility and to the maximum extent permitted under law, We shall have no responsibility or liability to You for the condition of Delivered Goods on delivery.

12. We shall not be obligated to check the condition of Collection Goods when they are deposited with Us. To the maximum extent permitted under law, We shall have no responsibility or liability to You or any third party for the condition of Collection Goods at or beyond the point of collection.
13. Delivery and Collection Goods are accepted for storage in Our delivery room at Your sole risk and You shall be responsible for and bear the risk of any and all theft, damage to and/or deterioration of the Delivered and/or Collection Goods including without limitation any and all risk of loss or damage caused by flood, fire, leakage or overflow of water, mildew, heat, pest or vermin, spillage of material, or any other reason whatsoever including Our acts or omissions or the acts or omissions of Our agents and/or employees other than where such acts or omissions amount to negligence or breach of contract.
14. The limitations set out in the Terms and Conditions shall also apply to the Delivery/Collection Service.

Your Liability and Indemnity

15. You agree to indemnify Us against all claims relating to any loss or damage to property or personal injury suffered by Us or Our employees or third parties resulting from or incidental to the delivery of Delivered Goods to the Site and/or deposit of Collection Goods with Us and/or the storage of those Delivered and/or Collection Goods in the Our delivery room.
16. Your liability for outstanding money, property, damage, personal injury, environmental damage and legal responsibility under this Agreement continues to run beyond the termination date of this Agreement.

Changes to these terms

17. We may vary the Delivery/Collection Service Charge or other terms of this Appendix by giving you 28 days written notice. You may terminate without charge before the change takes effect by giving notice to Us in writing. Otherwise, Your continued use of the Delivery/Collection Service will be considered as acceptance of and agreement to the amended terms.

Appendix B

Additional Terms in relation to Holding Keys Services

This terms are in addition to the Terms and Conditions and relate to the Holding Keys Services only. All terms defined in the Terms and Conditions shall have the same meanings when used in this Appendix.

Service

1. Subject to the terms and conditions of this Appendix, We have agreed to keep a key to the Unit (Holding Keys **Service**).
2. We agree to provide the Holding Keys Service so long as You are paying the Storage Charges and Holding Keys Services Charge for the Unit.
3. You agree and consent to the terms and conditions set out in this Appendix.
4. You agree to pay for the Holding Keys Service and to indemnify Us for any loss We incur as a result of Us providing the Holding Keys Service (see section entitled Risk and Liability below).
5. We are a bailee of the Goods for so long as We provide the Holding Keys Service and the Terms and Conditions shall be amended accordingly.

Termination

6. We reserve the right to discontinue offering this Holding Keys Service by giving 28 days' notice to You.
7. You may terminate the Holding Keys Service by giving written notice to Us, in accordance with Clause 24 of the Terms and Conditions, and acknowledge the Holding Keys Service will terminate automatically on termination of the Terms and Conditions.
8. In the event of termination of the Holding Keys Service, unless You collect the key in person by arrangement with Us, We will return the key to the postal address referred to above or the last notified postal address if a change has been notified.

Service Charge

9. You agree to pay the service charge for the Service (**Holding Keys Service Charge**) at the rate set out or as amended from time to time. The Holding Keys Service Charge is payable with the Storage Charges on each relevant Due Date.
10. Our remedies for non-payment of the Holding Keys Service Charge are the same as for non-payment of the Storage Charges under the Terms and Conditions.

Risk and Liability

11. We shall hold the key for You in a safe location and shall only release the key to You;
 - 11.1. in person at the storage facility against proof of identity or;
 - 11.2. by post in accordance with Condition 12.
12. We will not release the key to any person other than You unless We are obliged to do so by law, by the Police, HM Revenue & Customs, Fire Services, Trading Standards, Local Authority, other competent authority or by a Court Order.
13. We may use the key to access the Unit in the following circumstances:
 - 13.1. to place deliveries for You into the unit or to access it as otherwise requested by You;
 - 13.2. on not less than 7 days' notice to inspect or carry out repairs or alterations to the Unit or any other part of the Facility;
 - 13.3. without prior notice (but with notice as soon as practicable after the event) in the event of an emergency (including for repair or alteration) or to prevent injury or damage to persons or property;
 - 13.4. if We believe the Unit is being used to store prohibited goods or for a prohibited purpose in accordance with Section 8 and 9 of the Storage Agreement;
 - 13.5. if We are obliged to do so by law, by the Police, Fire Services, Trading Standards, HM Revenue & Customs, competent authority or by a Court Order or;
 - 13.6. to relocate the Goods or exercise Our lien or power of sale or disposal in accordance with the Standard Agreement.
14. Even though We are a bailee of the Goods during the provision of the Service, all of the risk, responsibility and liability provisions and insurance obligations in the Agreement shall apply.
15. You agree to indemnify Us and keep Us indemnified from all claims relating to any loss or damage to property or personal injury suffered by Us or Our employees or third parties resulting from or incidental to the provision of the Service.

Further Amendment

16. We may vary the Holding Keys Service Charge or other terms of this Appendix by giving you 28 days written notice. You may terminate without charge before the change takes effect by giving notice to Us in writing. Otherwise, Your continued use of the Holding Keys Service will be considered as acceptance of and agreement to the amended terms.

Appendix C

Kangaroo Self Storage – Safety Steps

We pride ourselves on keeping our customers & their belongings safe at all times.

In order to do this efficiently we require the co-operation of all of our customers. Please remember our eight safety steps:

1. All customers must sign or key in on arrival and must sign or key out on departure. If applicable access control fobs must be used at all entry and exit points. Please be aware of people attempting to tailgate into the storage facility and report any instances to facility staff.
2. To minimise the risk of fire; smoking and the use of electronic cigarettes are not permitted in our storage facility. We also do not permit the operation of any machinery within our building.
3. Please do not store or attempt to store Calor gas canisters or any other inflammable substances.
4. Dependent on facility, we can provide a forklift for your use if required. Please remember that other customers also have use of this service, so be aware that it may be in operation.
5. Please use the trolleys, pallet trucks & lifts provided, but do not overload them.
6. Please do not damage yourself trying to manage or lift large or heavy items alone, please refer to the “How to lift” posters around the centre.
7. Be aware of where the nearest fire exit, exit route and fire assembly point is. Please do not use any lifts in the event of a fire.
8. We ask customers to remove all waste from Site as we have no waste disposal facilities.

If you assist us by following these simple guidelines it will help us to keep you safe.

Appendix D – Customer Goods Protection Addendum

Our Conditions of Agreement restrict liability to negligence only up to a maximum of £100 and require You to arrange insurance cover for the Maximum Replacement Value of Your Property. As an alternative, We can accept an enhanced liability for Loss or Damage which may occur during storage. Customer Goods Protection means an agreement to accept an enhanced liability for Loss or Damage to Your Property as described in this Addendum. “**Customer Goods Protection Charges**” means the additional charges set out in the Self Storage Agreement for Customer Goods Protection.

Please take the time to read the detailed terms in the table below. In particular, '**Exclusions – what Customer Goods Protection does not provide for**' as this includes terms where We limit or exclude liability to You in certain circumstances.

Note: Customer Goods Protection is **not** a contract of insurance. We are **not** an insurance company, nor are We acting as Your agent. We are under no obligation to arrange an insurance policy in Your name. We assume the risk of liability but may, at Our option, arrange insurance which provides cover for Our liability to You in certain circumstances.

Customer Goods Protection may not be available in certain circumstances, and We reserve the right to decline at its sole discretion where You have indicated that You wish to opt for Customer Goods Protection.

Detailed terms	
Definitions	<p>For the purposes of this Addendum, the following definitions shall apply:</p> <ul style="list-style-type: none"> • "Property" or "Your Property" or "Goods" means any and/or all goods stored by You in a storage unit allocated to You at the Facility; • "Replacement Value" means the current cost of replacing Your Property as new, except for: <ul style="list-style-type: none"> ▪ household linen and clothing, motorcars, motorbikes, boats, caravans, motorhomes and any other motorised vehicle, where the Replacement Value allows for the age, quality, degree of use, existing damage and consequent market value; ▪ any Goods which cannot be purchased new (such as antiques or works of art, for example), where the Replacement Value shall be the current market value; and ▪ documents, where the Replacement Value shall be calculated as the physical cost of replacing the documents and/or cost of reprinting, re-issue and/or reconstitution, but excluding the value of the information contained in the documents. • "Maximum Replacement Value" means the maximum sum total of the Replacement Value for all Property at any time throughout the period of storage. • "Loss" or "Damage" means identifiable losses, destruction of or damage to Your Goods, wilful acts, omissions and default, including theft by forcible entry or damage caused by Us, Our employees, agents or representatives while the Goods are in the unit.
Customer Goods Protection - What do I receive?	<ul style="list-style-type: none"> ✓ In return for payment of the Customer Goods Protection Charges, We agree to accept an enhanced liability for Loss or Damage to Your Property and the limit of £100 in the event of negligence shown in the enclosed Conditions of Agreement will not apply. ✓ Instead, We accept liability for Loss or Damage (as defined) to Your Property following a breach of Our Duty of Care up to a maximum of (i) the Maximum Replacement Value; or (ii) the actual value of Your Property either affected by Loss or Damage (whichever is less), taking into account any Proportional Reduction, and subject to certain exclusions (see '<i>Exclusions – what Customer Goods Protection does not provide for</i>'). ✓ Our liability will commence from the time Your Property is placed by You into Your storage unit(s) and ceases immediately upon removal of Your Property from Your storage unit(s). ✓ Our liability to You under Customer Goods Protection for Loss or Damage to Your Property is to be assessed as a sum equivalent to the cost of (a) repair or cleaning or (b) the Replacement Value or (c) compensation, whichever is the smaller sum, at Our option. We accept no liability for depreciation following repair. ✓ If You opt for Customer Goods Protection You are no longer obligated to arrange insurance for Your Property.
Our Duty of Care under Customer Goods Protection	<ul style="list-style-type: none"> • We are responsible for maintaining the Facility in a secure condition and will provide its services with reasonable skill and care. • Our liability in relation to the Goods under Customer Goods Protection shall be that of a reasonably careful person under like circumstances. We shall not be liable for any Loss or Damage to the Goods, however caused, while the Goods remain in the unit or under Our care, custody or control, unless such Loss or Damage resulted from Our failure to exercise such care in relation to the Goods as a reasonably careful person would exercise under like circumstances, and We will not be liable for damages which could not have been avoided by the exercise of such care.

<p>Your Responsibility</p>	<p>To opt for Customer Goods Protection, it is Your responsibility to:</p> <ul style="list-style-type: none"> • provide a Maximum Replacement Value on the Customer Declaration; • Sign the appropriate box on the Customer Declaration to confirm Your wish to opt for Customer Goods Protection; • pay the additional charges set out for Customer Goods Protection ("Customer Goods Protection Charges"); and • ensure that the Maximum Replacement Value is accurate at all times for the duration of this Agreement.
<p>Proportional Reduction</p>	<p>If the Maximum Replacement Value You provide is less than the actual total Replacement Value of all of Your Property stored in your unit at the time of Loss or Damage, then Our liability will be reduced to reflect the proportion that Your Maximum Replacement Value bears to the actual total Replacement Value ("Proportional Reduction").</p> <p><i>(For example: if the total replacement value of Your Property is £10,000, but You have declared a Maximum Replacement Value of £5,000, Our liability will be reduced by 50%. So, if £3,000 worth of Your Property is lost or damaged, Our liability would be £1,500.)</i></p>
<p>Exclusions – what Customer Goods Protection does not provide for</p>	<p><u>Customer Goods Protection cannot be accepted for:</u></p> <ul style="list-style-type: none"> × any motorcar, motorbike, boat, caravan, motorhome or any other motorised vehicle and trailers ("Vehicles") stored outside of a unit; × Any food or perishable Goods; or × Any delivery and collection Goods. <p>Our liability for the Goods listed above is restricted and the requirement for You to insure Your Property remains valid, as per the Conditions of Agreement, whether or not You opt for Customer Goods Protection for other stored Property.</p> <p><u>Restricted Goods</u></p> <p>Our liability for Loss or Damage to the following Goods is restricted. Goods worth in excess of the amounts stated below should not be stored without express permission from Us in writing:</p> <ul style="list-style-type: none"> × Jewellery, watches, precious stones, precious metals, and stamps of all kinds exceeding £1,000 combined total; × Furs, fine art, perfumery, tobacco, cigars, cigarettes, beers, wines, spirits and the like exceeding £15,000 combined total; and × Electronic Items exceeding £25,000 combined total. "Electronic Items" is defined as all items of consumer and commercial electrical appliances and instruments, including but not limited to televisions, computers, laptops, computers, tablets, mobile phones, cameras, hi-fi's, stereos and the like. Heavy electrical items such as switchgear, turbines, generators and the like shall not be deemed to be electronics. <p><u>Excluded Liabilities</u></p> <p>We shall not be considered to be in breach of this Agreement and exclude all liability to You in respect of any and all of the following ("Excluded Liabilities"):</p> <ul style="list-style-type: none"> × Mysterious disappearance and/or unexplained shortage of Your Property except as a result of theft evidenced by forcible entry to Your Unit or visible damage to Property in any Bulk Storage Area; × Loss or Damage which is discovered after Your Property is removed from the Facility; × Loss or damage to Your business, if any, including, but not limited to, indirect or consequential loss, lost profits, income or savings, wasted expenditure or business interruption; × Loss or Damage caused by (i) moth, insect and vermin unless from a source external to Your Unit; (ii) ordinary leakage, ordinary loss in weight or volume, evaporation or nature of the property stored; (iii) leakage of liquid from any receptacle or container unless from a source external to Your Unit; (iv) inherent vice and latent defect; (v) mould, mildew or rust, unless proven to be a result of water ingress from a source external to Your Unit; (vi) atmospheric or climatic causes, including, but not limited to, Loss or Damage to Property which is not suitable for storage; (vii) electrical, electronic or mechanical derangement to any electronic items or mechanical Goods, or any Loss of, or Damage to electronic items resulting from a configuration failure of the controlling software and/or microchip, except where this results directly from external physical damage caused by a breach of Our duty of care; × Any value an item might have acquired simply because it is part of a pair or set, also excluding the value of an undamaged part of a pair or set; × Any value which is purely sentimental; × Loss or Damage caused by or as a consequence of non-compliance with relevant laws and regulations by You or Your Agents; × Loss or Damage caused by the act or omission of You or Your Agents including but not limited to any failure to secure the unit after visiting, failure to pack or stack the Goods properly and securely, the manner of storing the Goods within the Unit, the conduct of You or Your Agents in the unit or at the Facility, the loading or unloading of Goods into or from the Unit;
<p>General Exclusions and Limitations</p>	<ul style="list-style-type: none"> • We exclude and limit certain types of Loss or Damage, as set out in the Conditions of Agreement. Please read these exclusions and limitations carefully – they apply whether or not You opt for Customer Goods Protection.

	<ul style="list-style-type: none"> • There may be circumstances where Goods You are not permitted to store are stored in Your Unit(s) without Our knowledge. Where You store Goods in breach of this Agreement, You agree that You will bear the risk of any Loss or Damage to such Goods. • We will not be liable for any Loss or Damage to Your Property unless You notify Us in accordance with the requirements set out in the Liability Claim Notification section of this Addendum.
Maximum Liability	We will have no liability under any circumstances for Loss or Damage to Your Property over and above the Maximum Replacement Value, or the actual value of Your Property either lost or damaged if this is less than the Maximum Replacement Value.
Why We restrict liability	It is not always clear how Loss or Damage was caused, so We must limit or exclude liability for Loss or Damage to Your Property in certain circumstances. We also cannot accept liability for Loss or Damage which could not have been reasonably avoided. Please be reminded that Customer Goods Protection is not a contract of insurance and You have the option to arrange Your own insurance separately.
Our Agreement	Our standard Conditions of Agreement also apply in full to this Agreement, save that, if You opt for Customer Goods Protection: (a) We agree to accept an enhanced liability as described above (so, the £100 limit stated in the Conditions of Agreement is replaced by the Maximum Replacement Value (taking into account any Proportional Reduction) and Our Duty of Care in respect of Your Property is as set out above); and (b) the requirement to insure Your Property stated in the Conditions of Agreement becomes an option instead of a requirement.
Failure to pay Customer Goods Protection Charges	<ul style="list-style-type: none"> • If You fail to pay the Customer Goods Protection Charges in full on the due date for payment, You will not benefit from the enhanced liability that We offer under Customer Goods Protection Our liability to You will, instead, be restricted to negligence once up to a maximum of £100 and You will be required to insure Your Property in accordance with the Conditions of Agreement. • At Our sole discretion, We may choose to reinstate Customer Goods Protection on payment of any overdue and/or outstanding Customer Goods Protection Charges, unless any Loss or Damage to Your Property has already occurred prior to payment of such charges.
Termination/ Cancellation	<p><i>Your right to cancel Customer Goods Protection</i></p> <p>You have the right to cancel Customer Goods Protection at any time by giving Us written notice prior to removal of Your Property from storage. You can provide notice by emailing Us at customerservice@kangarooselfstorage.co.uk or by writing to 2 Cheviot House, Mill Wynd, Haddington, EH41 4EX.</p> <ul style="list-style-type: none"> • If You cancel Customer Goods Protection prior to the storage services commencing, We will refund to You all Customer Goods Protection Charges paid by You. • If You cancel Customer Goods Protection after the storage services have started, We will refund to You any Customer Goods Protection Charges that You have paid in advance in respect of the period after cancellation (e.g. from the date that We receive Your notice to cancel). <p><i>Our right to cancel Customer Goods Protection</i></p> <ul style="list-style-type: none"> • Your right to benefit from Customer Goods Protection will terminate automatically if You do not make all payments when due under the Conditions of Agreement. • We may cancel Your right to benefit from Customer Goods Protection and terminate this Addendum at any time by giving You thirty (30) days' notice in writing. • Where We cancel or terminate Customer Goods Protection We will refund to You all Customer Goods Protection Charges paid by You in advance in respect of the period after cancellation (e.g. from the cancellation date We notify to You). <p><i>General</i></p> <ul style="list-style-type: none"> • Our liability to You after the Customer Goods Protection cancellation date will be restricted to negligence only up to a maximum of £100 and You will be required to insure Your Property in accordance with the Conditions of Agreement. • If You decide to terminate the storage agreement after the cancellation date for Customer Goods Protection, You will need to give Us the full amount of notice in accordance with the Conditions of Agreement.

Liability Claim Notification

Where Your Property is Lost or Damaged - Notification Condition

1. If You have Your own insurance in place to cover Loss or Damage to Your Property, You must recover Your losses from Your insurers in the first instance.
2. Notwithstanding Condition 1, if You discover Loss or Damage to Your Property:
 - i. When the Facility is attended by Our employees ("Manned"), You must notify Us in person as soon as reasonably practical upon discovery and before removal of any affected Goods from your Unit;
 - ii. When the Facility is not attended by Our employees ("Unmanned"), at the time you discover Loss or Damage, to evidence that this occurred during the Storage Period in Your Unit, You must comply with the following conditions ("Unmanned Notification Conditions"):
 - a. You must contact Us via email to customerservice@kangarooselfstorage.co.uk as soon as reasonably practical upon discovery of any Loss or Damage, including, but not limited to: (a) a written description of which Goods are affected and the nature of the Loss or Damage; and (b) photographs of any affected Goods before removal of from your Unit, or, if this is not practical, photographs clearly showing affected Goods in the vicinity of your unit within the Facility ("Email Notification").
 - b. Your Email Notification must be provided before any affected Goods are removed from the Facility. We shall not be liable for any Loss or Damage which is notified after your Property is removed from the Facility unless Email Notification is provided.
 - c. If it is not possible for You to fully comply with the Email Notification requirements set out, You must notify Us in person, via telephone or in writing as soon as reasonably practical after You discover Loss or Damage.
3. In any event: You must provide as many details as is practical of any Loss or Damage to Us in writing or via email to customerservice@kangarooselfstorage.co.uk within seven (7) days of discovery. In exceptional circumstances, We may agree to extend this time limit where You request this in writing, provided such request is received within seven (7) days of discovery of any Loss or Damage. The sooner that You notify Us of any Loss or Damage to Your Property, the sooner We can establish the cause and properly investigate. We will provide You with a claim form, and You must make every effort to return Your completed form within a reasonable time. We will not be liable for any Loss or Damage to Your Property unless You notify Us in compliance with the requirements set out under Condition 2.
4. Once You have notified Us of Loss or Damage, if You do not receive a response from Us within a reasonable time, You may contact Our claims agent directly at RCS, Swan House, Swan Centre, Leatherhead, Surrey, KT22 8AH, United Kingdom Tel: +44 (0) 1372 385970 Email: info@removalclaims.co.uk.
5. **Additional Conditions:** (a) You must make every reasonable effort to prevent further Damage to Your Property. If any Goods are wet or damp, You must move them away from any undamaged Property and the water source. You must inform Us if You believe You may require additional storage space to comply with this requirement. (b) For Your own safety, do not touch any Goods damaged by vermin of any kind or affected by mould; (c) You must retain and not dispose of any Damaged Property until We have had a reasonable opportunity to inspect (if necessary) any damage; and (d) We may make such enquiries as necessary to investigate the Loss or Damage to Property and You agree to co-operate with Us in Our enquiries, and to provide any additional relevant information without delay where We request this.
6. If You opt for Customer Goods Protection, You must also comply with the Additional Claim Requirements set out below.
7. If You provide Us with misleading or incorrect information relating to a claim for Loss or Damage to Your Property, or make a claim that is fraudulent, false or exaggerated, We may: reject the claim; where applicable, cancel or void the Customer Goods Protection Addendum without refund of Customer Goods Protection Charges; and recover from you any costs We have incurred in dealing with your claim.

Customer Goods Protection - Additional Claim Requirements

For Us to fully assess Your claim, the following additional information may be required:

8. Estimates for cleaning, repairs or replacement;
9. As many details as possible about the affected Goods, including photographs of any areas of damage and also any damaged Goods in their entirety;
10. Photographs showing all of Your Property in Your storage Unit, including those which are undamaged (i.e. the entire unit before the removal of any Goods).
11. For any damaged electrical items, You must also photograph any manufacturer labels showing the make/model of the item.
12. Where You believe that Your Property has been stolen, You must take photographs of the door, walls or padlock to evidence forced access to Your Unit. You must also notify the Police immediately and obtain a Crime Reference Number.
13. Where You believe that Your Property has been damaged by an ingress of water, You must photograph the alleged source of the ingress.
14. Where Your Property can be professionally repaired, You are required to provide estimates before the work is carried out.
15. For any Goods lost/stolen or damaged beyond repair, You must provide proof of ownership (including receipts), where possible, details of any make/model and evidence to show replacement value.
16. We may request for damaged Goods to be cleaned, where possible, including dry cleaning or home laundry before any claim settlement will be considered. Reasonable cleaning costs may be considered as part of the claim settlement.

