

Blessington Self - Storage **TERMS & CONDITIONS**

1 Storage Facility

- 1.1 The storage provider may alter fees at any time by giving the storer 30 days written notice by email.
- 1.2 So long as fees are paid up to date, the storage provider allows the storer, but no other person, to use the storage unit for the storage of goods in accordance with this contract during the contract period. (which is on a month-to-month basis)
- 1.3 Access is allowed 24/7. We will try to provide advance warning of changes in access hours by notices at the Storage yard / office, but we reserve the right to change Access Hours to other reasonable access times at any time without giving any prior notice.
- 1.4 Only the storer and persons authorised in writing or accompanied by the storer will be allowed to have access to the storage unit. The actions of any such person are the responsibility of the storer and are therefore liable to the storage provider.
- 1.5 The storage provider may refuse access to any person (including the storer) who is unable to provide satisfactory proof of identity. The storage provider may refuse the storer or his/her agents' access at any time if it is considered that the safety of any person or goods at the storage site will be put at risk.
- 1.6 We do not accept any liability for any person including employees of the storage provider holding your key.
- 1.7 The storage provider will be permitted access to the storage unit if necessary for the following reasons, items that are being stored which are not permitted, we are required to do so by the Garda Síochána, Customs or Fire service, Local Authority or by a Court Order, if we believe it is necessary in an emergency, to prevent injury or damage to persons or property, or to recover our fees owed to the storage provider as outlined in this contract.
- 1.8 The storer will indemnify the storage provider against any loss or damage suffered in breach of this contract including against any loss, damage or expenses incurred arising from any step or action taken by any person who owns or has an interest in the goods being stored.
- 1.9 The storer must not store any of the following in the storage unit, high value items such as bonds, jewelry, cash, securities, food or perishable goods, living plants or animals, waste, flammable/combustible or hazardous goods, illegal or illegally obtained goods, toxic polluted or contaminated goods, Firearms, munitions or explosives, radioactive materials, chemicals, biological agents, any item which emits any fumes, smell or odour or compressed gases.
- 1.10 The storer must not use the storage unit or do anything in the storage site which may cause a nuisance, carry out any activities what may invalidate insurance policies, use the unit as living space or accommodation or as a business or home address for the purposes of sending or receiving mail, cause any damage to any unit on site. Items must not be stored or left outside or cause any obstruction or undue hindrance to any other storer or shared area.
- 1.11 Courtesy to others and reasonable care for all must be exercised at all times.
- 1.12 The storer must comply with the reasonable directions of any employees or agents of the storage provider, and any other safety and security instructions that may be issued from time to time.
- 1.13 The storer must pay for the reasonable cost of repairs or cleaning of the storage unit of any damage caused by the storer or agents of the storer.
- 1.14 Upon request an inventory of goods must be supplied by the storer to the storage provider.
- 1.15 The duration of the contract length agreed upon signing must be honored by the storer, if this is not honored rental fees will increase in line with storage prices for that period of rental, then payable by the storer.
- 1.16 After the initial term of the contract, unless 30 days written notice is received, a rolling monthly contract term will apply.

2 Payment

- 2.1 **Storage fees are payable in advance of the rental period.** The storer must pay the storage provider fees for the storage on signature of this contract and thereafter must pay fees on or before the due date.
- 2.2 If fees are not paid on the due date an administrative charge for late payment will be applicable which is €20 + VAT.
- 2.3 You are required to set up a standing order with your bank to pay monthly amounts due to Blessington Self – Storage.
- 2.4 The storer authorises the storage provider to charge their bank account either via Direct Debit or current credit/debit card account to recover all charges and amounts due and owing to the storage provider including but not limited to storage rental fees, repair costs, malicious damage, dishonored cheques and reasonable legal and administration costs incurred in connection with the recovery of all outstanding charges and amounts owing.
- 2.5 If the storer fails to make payment on or before the due date, the storage provider may serve the storer with seven days written notice terminating the storage agreement.
- 2.6 If payment is outstanding seven days after the due date the storage provider reserves the right to refuse entry to the container – until such time payment is made in full. A charge of €20 + VAT will be applied if entry to the container is refused due to non-payment. If this course of action is necessary, after full payment is received, the storage provider will restore access within 7 working days.
- 2.7 If you do not make payment by standing order or bank transfer or have a credit/debit card or your credit/debit card has expired or is not authorised, and payment is not made by some other means prior to or on the due date clauses 2.2 and 2.5 above will take effect.
- 2.8 Should any payment made by the storer be dishonored, an administration fee of €15 + VAT will be payable, and, at the storage provider's discretion, such payment method will not be accepted on future occasions.
- 2.9 A deposit is payable on commencement of this contract. This deposit will be returned (without interest) after the contract terminates, less any amount which maybe owed in fees to the storage provider once Container is returned in a good condition like it was received.

- 2.10 In the event of a default of payment of storage fees the storer authorises the storage provider to immediately restrict access to the goods and take possession of such goods until fees are paid in full.
- 2.11 In the event that fees are not paid 30 days after the due date or the storer fails to collect the goods after the provider requires them to be collected. Ownership of the goods will pass to the storage provider who may sell the goods and use the proceeds of sale to pay first the costs incurred and secondly in paying any storage or other fees.
- 2.12 If the proceeds of sale are insufficient to discharge all or any part of the costs of sale incurred and the outstanding fees the storer must pay any balance outstanding within seven days of a written demand.
- 2.13 All costs incurred in administering the debt collection and sale process will be due from the storer. These costs will include (without limitation) auction costs, removal costs, cleaning costs and charges for administration time.

3 Termination

- 3.1 The storer is still deemed to be in possession of the storage space until such time that keys if any and security fobs if any are returned either in person to a representative of the storage provider. It is the storers responsibility to ensure keys are returned to the correct place.
- 3.2 After the initial contract period is complete the storage provider may terminate this contract by giving not less than seven days' written notice.
- 3.3 Immediately on the Termination Date, the storer must remove all goods from the storage unit and leave it clean and tidy and in the same condition as at the start of the contract. If the unit is not in this condition all costs associated in returning the unit to this condition will become payable by the storer.
- 3.4 Where the contract has concluded / terminated and the storer has paid more fees than due, the balance will be refunded after the deduction of any payment due.

4 Property

- 4.1 The storage provider excludes any liability in respect of the goods when payment of fees or charges is overdue and excludes any duty of care howsoever arising.
- 4.2 Storage of goods is at the storers sole risk. The storage provider excludes all liability in respect of loss, theft or damage relating to the goods, including damage from condensation or leaks if any, including indirect loss, lost profits or business interruption, and all liability in respect of loss, theft or damage, including damage caused by condensation.
- 4.3 The storer will insure the contents stored against loss, theft or damage under the storers home insurance or other insurance policy.
- 4.4 If the Storer reclaims the Property during a period for which payment has been made, no pro rata refund will be made.

5 Miscellaneous

- 5.1 All storage fees are payable in advance.
- 5.2 The storage provided may from time to time make alterations or additions to these terms and conditions, and modifications will be communicated to the storer giving 30 days written notice.
- 5.3 Additional terms for the storage of the property are as follows:
 - 5.3.1 Any deposit paid (if applicable) will be refunded on the return of the security Fob and/or lock key if any, less any costs or fees owing, and once Container is returned in good condition.
 - 5.3.2 A key /Fob for the security gate(s) may also be provided, at additional costs which should be returned upon completion / termination of the contract.
 - 5.3.3 C.C.V. Cameras may. From time to time operate on the site for security and safety reason. This is at the discretion of the service provider and is kept confidential.
 - 5.3.4 On site lighting shall be provided during darkened hours. This lighting shall be operated by sensor.
 - 5.3.5 Under no circumstance shall any storage be allowed outside of the rented container, and no work is allowed on site.
 - 5.3.6 Under no circumstances is there any waste allowed and anyone leaving waste on site shall be fined.

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