

Terms & Conditions of licence to store goods

Northwest Storage Units, Northwest Business Park, Ballycoolin, Dublin 15.

Definitions

In these terms and conditions the following words have the following meanings:

You, your - the customer names in the Schedule

We, us, our – Northwest Storage Units, 103a Northwest Business Park, Ballycoolin, Dublin 15.

Goods - anything that you bring on to the Site and store in the Unit - the storage unit specified in the Schedule or any alternative storage unit we may specify, under Condition 13

Commencement Date - the date specified in the schedule

Site - the premises on which the Unit is situated

Access Hours - the hours we permit access to the Unit

Prohibited Items - those items specified in Condition 10

Deposit - the amount specified in the Schedule

Licence Fees - the amount specified in the Schedule which will be liable to Value Added Tax

Due Date - the date specified in the schedule and the corresponding date in each period specified in the schedule..

Your Right to Use

2. We permit You but no other person to use the Unit in accordance with these terms and conditions from the Commencement Date until this agreement is terminated.

Inspection

3. You must inspect the Unit before storing any goods and inform us if you believe it is damaged or unsuitable for your requirements in any way. If you do not do so the Unit will be deemed to be suitable for you and in good condition at the Commencement Date.

Access to the Unit by You and by Us

4. You may have access to the Unit at any time. We may change the Access Hours at any time without giving any prior notice.

5. Only you and persons authorised in writing or accompanied by you will be permitted to have access to the Unit. You may withdraw any authorisation at any time but the withdrawal will not be effective until we receive it in writing. We may ask for proof of identity from you or any other person at any time (although we are not obliged to do so) and we may refuse access to any person (including you) who is unable to provide satisfactory proof of identity.

6. You are responsible for providing a lock for the Unit and you must ensure that it is locked at all times when you are not in attendance. We will not be responsible for locking any unlocked Unit.

7. You will permit us (and our agents or workmen) to enter the Unit at any time in an emergency and otherwise if we give you not less than seven days' notice so that we may inspect it or carry out repairs, maintenance and alterations to the Unit or any other Unit or part of the Site or ensure compliance with these terms and conditions or for any other purpose.

8. We may enter the Unit at any time without notifying you and if necessary we may break the lock to gain entry for reasons being;

(i) if we believe that the Unit contains Prohibited Items or is being used in breach of these terms and conditions;

- (ii) if we are required to do so by the Gardai, Fire Services, Local Authority or by a Court Order;
- (iii) if we believe it is necessary in an emergency;
- (iv) to obtain access in accordance with Conditions 7, 14. 20 and _21;
- (v) to prevent injury or damage to persons or property;
- (v) if we are of the opinion that any of the above apply, the purposes of ascertaining this.

Use of the Unit and the Site

9. You warrant that the goods you are storing in the Unit are your own property or the person who owns or has an interest in them has given authority to you to store them in the Unit.

10. You may only use the unit for storage and not for any other propose. You must not store (and you must not allow any lather person to store) any of the following in the Unit:

- (i) food or perishable goods unless securely packed so that they are, protected from vermin,
- (ii) birds, fish, animals or any other living creatures;
- (iii) combustible or flammable materials or liquids such as paint, petrol, oil or cleaning solvents;
- (iv) explosives, weapons or ammunition;
- (v) chemicals, radioactive materials, biological agents;
- (vi) toxic waste, asbestos or other materials of it dangerous nature;
- (vii) any item which emits any fumes, smell or odour;
- (viii) any illegal substances, illegal items or goods illegally obtained
- (ix) compressed gases.

11. You must not (and you must not allow any other person to:

- (i) use the Unit or do anything on the Site or in the Unit which may be a nuisance to us or to the users of any other Unit;
- (ii) do anything on the Site or in the Unit which may invalidate any of our insurance policies (or those of other Unit users) or increase the premiums,
- (iii) use the Unit as offices or living accommodation or as a home or business address,
- (iv) spray paint or do any mechanical work or any kind in the Unit.
- (v) attach anything to the walls, ceiling, floor or doors of the Unit or make any alteration to the Unit,
- (vi) allow any liquid,, substance, smell or odour to escape from the Unit or any noise to be audible or vibration to he felt outside the Unit.;
- (vii) cause any damage to the Unit or any other Unit or the Site or its facilities or to the property and possessions of us or any of our other customers. If you cause any damage you must (at our option) repair, restore or replace such damage item or reimburse our costs in staking necessary repairs, restoration or replacement:
- (viii) cause any obstructive or undue hindrance in any passageway, stairway, service area or other part of the Site and you must at all times exercise courtesy to others in using these areas.

12. You must:

- (i) inform us immediately of any damage to the Unit;
- (ii) comply with the directions of any of our employees or agents at the Site and any further regulations of use of the Unit which we may issue from time to time.

Alternative Unit

13. We may at any time by giving you seven days' written notice require you to remove your goods from one Unit to another Unit specified by us. The Alternate Unit shall be of a similar size to the current Unit.

14. If you do not arrange the removal of your goods to the alternative Unit by the time specified in the notice, we may enter the Unit and arrange for the goods to be so moved. Any removal arranged by us will be in your risk (except for loss or damaged caused wilfully or negligently by its or our removal agents).

15. If your goods are moved to an alternative Unit, this Agreement will be varied by the substitution of the alternative Unit number but this Agreement will otherwise continue in full force and effect and the Licence Fees will continue to apply to the alternative Unit.

Deposit

16. You must pay us the Deposit when you sign this Agreement. The deposit will be returned to you (without interest) within 21 days after this agreement terminates less any amount we may deduct to cover

- (i) any damage to the Unit, Site or any other Unit caused by you, your agents or invitees or by goods stored in the Unit;
- (ii) unpaid Licence Fees or removal or other charges;
- (iii) any other obligation to us that you have not discharged in full.

Licence Fees

17. You must pay us the Licence Fees for the minimum period of storage on signature of this agreement and thereafter must pay the Licence Fees on the Due Date. If you do not pay the Licence Fees on the Due Date, you will immediately become liable to pay it late payment charge equal to 1.0 per cent of the Licence Fees (subject to a minimum charge of €12) for each period of two weeks or any part of it that the Licence Fees (including any late payment or other charges) remain unpaid after the due date.

18. In the event that any cheque is dishonoured, we may make it further charge of €12 Euro on each occasion that your cheque is returned.

19. We may alter the Licence Fees at any time by giving you written notice and the new Licence Fees shall take effect on the first Due Date occurring not less than four weeks after the date of notice.

Non Payment of Licence Fees

20. If you do not pay the Licence Fees on the Due Date or the late payment charge or either, we may exclude you from the Site and from the Unit and we may break the lock on the Unit and install a new lock, whether or not we have exercised our right to terminate this Agreement. Exercising our right to exclude you from the Site and the Unit does not affect your obligation to pay any unpaid or future Licence Fees or late payment charges.

21. If any part of the Licence Fees or the late payment charge is still outstanding one month after the due date then we may:

- (i) give you written notice that we will remove all the goods in the Unit if you have not paid all outstanding amounts due in full within 72 hours of the posting of that notice by us to you at your address set out in the Schedule;
- (ii) on expiry of the notice in sub-Condition 21 (1), remove all the goods in the Unit to any alternative storage facilities that we may decide without incurring any liability for loss or damage to the goods arising from their removal and alternative storage;
- (iii) charge you the full costs of removing the goods from the Unit and alternative storage costs together with any repeated costs if we require to move the goods at any time afterward;
- (iv) sell the goods on your behalf and pass good title to them and use the proceeds of sale to discharge any outstanding Licence Fees and other charges due to us. If the proceeds of sale are insufficient to discharge your outstanding liability to us then you will remain liable for the balance and we may take any action we consider necessary to recover the outstanding amounts;
- (v) treat any goods not sold as abandoned and destroy or otherwise dispose of them.

Termination

22. Either you or we may terminate this Agreement by giving not less than 7 days written notice ending on any due date and termination will take effect from that due date. Any Licence fees paid in advance will be refunded but we may make deductions from them as if they were a Deposit under Condition 16.

23. You may not terminate this agreement if any Licence Fees or other charges are outstanding or if you are otherwise in breach of this Agreement.

24. We may terminate this Agreement immediately by giving you written notice if you are in breach of any term of this Agreement.

On Termination

25. On termination of this Agreement you must remove all goods from the Unit and leave the Unit clean and tidy and in the same condition as at the Commencement Date. We may charge you if we have to clean the Unit or dispose of any goods or rubbish left in the unit or on the site.

26. We may treat any goods remaining in the Unit after termination as abandoned and may dispose of them in accordance with Conditions 21 (iv) and (v).

Insurance

27. We do not insure your goods whilst in the Unit. Storage of goods in the Unit is at your sole risk and you must insure them at their full replacement Value.

Exclusion of Liability

28. We shall not be liable for any loss (including consequential or economic loss) or damage to the goods stored in the Unit, whether or not the loss or damage is due to any act or omission, negligence or wilful default by us or by any of our servants or agents or other customers; nor shall we be liable for any consequential or economic loss incurred by you as a result of any loss or damage to the goods. Your attention is specifically drawn to the fact that the units are not alarmed. Any other representations, conditions, warranties and other terms, whether written or oral, express or implied, statutory or otherwise which are or may be inconsistent with this condition are expressly excluded.

29. The exclusion of liability in condition 27 and 28 does not apply where the damage suffered by you is a direct result of our negligence or wilful default or that of our servants or agents which causes physical injury to or the death of any person.

Indemnity

30. You will indemnify us and hold us harmless against all claims, demands, liabilities, damages, costs and expenses incurred by us or by any of our servants, agents or other customers which arises out of the use of your Unit or the Site by you or any of your servants, agents or invitees or arises out of the breach of this Agreement by you.

Notices

31. Any notice given under this agreement must be in writing and may be served by personal delivery, or by pre-paid post. Any notice to you may be sent to the address stated in the Schedule or any other address which you notify to us in writing. Any notice to you will also be sent to any owner (whether sole, joint, or co-owners) of which we have been notified by you. Any notice to us must be sent to our address set out in the Schedule. Notices will be deemed to be effectively served immediately if served personally or forty-eight hours after they have been placed in the post.

Force Majeure

32. We shall not be liable for any loss or damage which you may suffer as a direct or indirect result of our performance of this Agreement being Prevented, hindered or delayed by reason of any Act of God, riot, strike or lock-out, trade dispute or labour disturbance, accident, break-down of plant or machinery, fire, flood, difficulty in obtaining workmen, materials or transport, electrical power failures or other circumstances whatsoever outside our control and which affect the provision by us of access to or use of the Unit.

General

33. Any delay by us in exercising any of our rights under this agreement will not impair our rights or be a waiver of those rights, nor will any partial exercise of any right preclude a further exercise of that right.

34. You may not assign any of your rights under this agreement or part with possession of the Unit to any other person, firm or company.

35. No variation of these terms and conditions will be effective unless expressly accepted in writing by us and signed by our principal. None of our employees or agents who is not also a director has any authority to vary these terms and conditions on our behalf whether orally or in writing.

36. Every provision in these terms and conditions is severable and distinct from every other provision and if at any time one or more of such provisions is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not be affected in any way.

37. This Agreement shall be governed by the Laws of Ireland and you and we submit to the exclusive jurisdiction of the Irish courts.

38. Nothing in this agreement will be treated as creating any tenancy lease or any relationship of landlord and tenant between us. Nor will we be regarded as a warehouse or building

39. Where the Customer is two or more persons your obligations under this Agreement shall be joint and several.

40. We reserve the right to refuse any goods regardless of reason.

41. All goods accepted will become subject to lien in respect of continued non-payment of our charges.

42. You agree that we may hold and possess by computer or otherwise, any information obtained about you as a consequence of this agreement.

Refrigeration

43. If a refrigeration unit is hired, we do not take responsibility for your goods in storage in the event of a power failure or a temporary loss to electricity supply. Please note we do not supply generator back up. In the event of a power failure we would advise not to open the doors of your unit for 24 hours until supply is restored

Signed _____

Northwest Storage Units

Signed _____

The Customer in print _____

Date _____