

1 INTERPRETATION

- 1.1 In these conditions, the following definitions apply unless the context requires otherwise. References to "we", "us", "our" are references to SELF STORAGE WEXFORD or any of its subsidiaries or holding companies. References to "you" and "your" are references to the Customer names on the front page of the Services Agreement. "Additional Charges" means charges for merchandise, transport, waste facilities, out of hour's access, false alarm call outs, VAT and other charges that may be incurred from time to time, such as cleaning, repairs and maintenance. "Agreement" means the Services and Storage Agreement overleaf. "Conditions" means these Conditions of providing our Services and use of SELF STORAGE WEXFORD together with any additional conditions which may from time to time be brought to your attention or which are supplied herewith. "Customer Information Sheet" means the information sheet provided to all customers who wish for us to take limited responsibility for loss or damage to their goods, forming part of these terms and conditions and as amended from time to time. "Late Charge" means a charge for late payment of a sum due and owing. "Period" means one calendar month. "Period of Storage" means the period of time (being not less than 7 days) during which the Property is stored at SELF STORAGE WEXFORD. "Property" means the property from time to time stored at SELF STORAGE WEXFORD. "Regular Service and Storage Charge" means the service and storage charge levied for each Period that the Property is stored at SELF STORAGE WEXFORD. "Services" means the provision of services related to storage to be provided by us pursuant to these Conditions and the Agreement with you, to include cleaning, maintenance, management services, premises security and loading and unloading and the service of storage. "Total Charges" means the Regular Service and Storage Charge plus any Additional Charges. "Week" means a period of 7 days
- 1.2 Unless defined above, all capitalised words and phrases used in these Conditions refer to terms used in the Agreement overleaf.
- 1.3 The headings used in these Conditions are for convenience only and will not affect the interpretation of any provision contained in these Conditions.

2 THE PROVISION OF SERVICES

- 2.1 We will upon receipt of the First Payment and such other periodic charges as may accrue from time to time, provide the Services to you for the duration of the Period of Storage or until the Agreement is terminated in accordance with clause 12.1 of the Conditions.
- 2.2 You warrant that you are either the owner of the Property or you are authorised by the owner of the Property to accept these Conditions on his or its behalfs.
- 2.3 We do not inspect property in SELF STORAGE WEXFORD and we do not keep any records concerning, or any inventory of, the Property, nor do we have any knowledge of its nature, condition or state or repair.

3 RIGHTS OF ACCESS

- 3.1 At our discretion, we may allow other persons authorised by you to have access to SELF STORAGE WEXFORD and to remove the Property. In that regard if such person has been given the code and the key to the unit we will assume them to be authorised by you to access the unit.
- 3.2 We will not be liable for loss of or damage to the Property arising from someone being given access or being allowed to remove the Property where we have reasonable grounds to believe that person is entitled or authorised to have access.
- 3.3 SELF STORAGE WEXFORD will be open during the designated opening times. Unless indicated otherwise, SELF STORAGE WEXFORD will be closed on bank and public holidays. We reserve the right to alter the designated opening times at our sole discretion by notice at SELF STORAGE WEXFORD.
- 3.4 Out of hours access may be arranged, at our sole discretion. If you require access after normal business hours of SELF STORAGE WEXFORD or on a Sunday, bank holiday or public holiday arrangements must be made in advance during normal business hours with a member of staff of SELF STORAGE WEXFORD. An additional charge may be levied for out of hours access.
- 3.5 In the event that due to an occurrence which is our responsibility you are unable to access the unit after arranging out of hours access then our liability shall be limited to the additional charge in respect of out of hours access to which we would otherwise have been entitled.
- 3.6 In the event that you activate the alarm while availing of out of hours access then a false alarm charge will be levied to your account in order to offset the cost incurred by us in relation to the false alarm call out.
- 3.7 We reserve the right to exclude you from SELF STORAGE WEXFORD if you are in breach of any of the provisions of the Agreement or these Conditions for so long as such breach remains unremedied.
- 3.8 We alone will determine where the Property is to be stored within SELF STORAGE WEXFORD from time to time and we reserve the right to relocate the Property (or any part of it) within SELF STORAGE WEXFORD. Notwithstanding any initial or subsequent allocation of spaces for the storage of the Property, you will not be entitled to exclusive possession or use of that or any other part of SELF STORAGE WEXFORD.
- 3.9 We may enter the unit by giving you 7 days notice so that we may inspect the unit to ensure compliance with these terms and conditions.
- 3.10 We may enter the unit at any time without notifying you in the case of emergency when required to do so by the Gardai, fire services, local authority or court order where we suspect the unit is being used in breach of the Agreement and to gain access in accordance with clause 11 of this Agreement.
- 3.11 We may enter the unit if any additional services are required including necessary repairs, cleaning, maintenance and alterations.

4 YOUR UNDERTAKINGS

- 4.1 You undertake that:
- 4.1.1 the Property will be securely and properly packed and in such condition as not to cause damage or injury to SELF STORAGE WEXFORD or to any other property, whether by spreading damp, infestation, leakage or the escape of fumes or substances or otherwise howsoever. In addition, the Property will not be perishable nor include any animal or other living creature;
- 4.1.2 before presentation of the Property for storage, you will inform us in writing of any special services you require or any special storage requirements, due to the nature, weight or condition of the property;
- 4.1.3 none of the Property contains or consists of hazardous, toxic or radioactive materials, pollutants or contaminants in liquid, solid or gaseous form, food or perishable goods, living creatures of any description, combustible or flammable materials or liquids, firearms, explosives, weapons, ammunition, chemicals, biological agents, asbestos, materials of a potentially dangerous nature, items which emit fumes, smells or odours, illegal substances, illegal items or goods illegally obtained or compressed gases;
- 4.1.4 none of the Property constitutes waste as defined in law;
- 4.1.5 during your period of use of the unit you will keep the unit and the surrounding area clean and free of waste and debris, and you are responsible for disposal of your own waste in order that a clean and safe environment is maintained at all times at SELF STORAGE WEXFORD;
- 4.1.6 you will leave the unit and SELF STORAGE WEXFORD secure at all times;
- 4.1.7 you and any other person authorised by you will observe any regulations in force from time to time at SELF STORAGE WEXFORD.

5 YOUR OBLIGATIONS

- 5.1 You will not:
- 5.1.1 allow anything to be done in SELF STORAGE WEXFORD which may be or may become a nuisance or disturbance to our employees, agents or other customers;
- 5.1.2 transfer or assign or in any way part with your rights or obligations under this Agreement and these conditions without our written consent;
- 5.1.3 request us to store any Property, the possession of which is a breach of the law or which would require us to comply with any statutory duties.

6 LIEN

- 6.1 we have a general lien over the Property, which entitles us to retain the Property as security for payment of all sums due and payable and becoming due and payable by you under the Agreement and for any other monies which are owed to us by you.

7 OUR LIABILITY

- 7.1 Subject to clause 9, we shall not be liable for any loss (including consequential or economic loss) or damage to the goods 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 employees, 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. 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.
- 7.2 The exclusion of liability in clause 7.1 above does not apply where the damage suffered by you is a direct result of our negligence or wilful default of that of our employees or agents and which causes physical injury to or the death of any person.

8 INDEMNITY

- 8.1 Subject to the provisions of clause 7.2 above you will indemnify us and keep us indemnified against all and any cost, charges, expenses, damages or losses incurred or suffered or becoming payable by us in connection with or as a result of any demand, claim or action or other proceedings brought against us arising out of, or in connection with, the provision of the Services including but not limited to the following:
- 8.1.1 the dangerous nature or any dangerous characteristics of the Property or the infectious or contagious nature of the Property;
- 8.1.2 the services provided in connection with the storage of the property or the storage of the property at SELF STORAGE WEXFORD
- 8.1.3 any additional services required in the event of termination.

9 LIABILITY FOR LOSS & DAMAGE

- 9.1 You accept that the Property stored at SELF STORAGE WEXFORD is stored at your sole risk and expense. You will be solely responsible for taking out appropriate insurance at the full replacement value of the property against all normal perils (i.e. Loss of or damage to Property caused by fire, lightning, explosion, earthquake, aircraft, storm, flood, bursting, and/or leaking pipes, theft accompanied by forcible and/or violent entry or exit, riot, strike, civil commotion, malicious damage and impact by vehicles). In addition you will procure that the policy of insurance will contain a waiver of the insurers rights of subrogation against us, our employees or our agents.
- 9.2 If you have indicated overleaf that you wish us to accept limited responsibility for loss of and/or damage to your property, we shall accept liability subject to and in accordance with the terms of our Customer Information Sheet (which shall form part of the agreement between you and us) as the same may be amended from time to time by not less than 30 days prior written notice to you.

10 NON PAYMENT OF CHARGES

- 10.1 If you fail to pay the Total Charge or any Late Charge on the payment due date, we will, at our absolute discretion, be entitled to sell, or in the event that a sale would not be economically justifiable, destroy or otherwise dispose of the property as we see fit.
- 10.2 The proceeds of any such sale effected pursuant to sub clause 10.1 above may be applied by us to any unpaid Total Charge or Late Charge and to any other costs, charges and expenses incurred in connection with such sale. You will be entitled to claim the balance (if any) which remains thereafter.
- 10.3 Any sale affected pursuant to sub clause 10.1 above will be without prejudice to our rights to recover from you any balance outstanding and due from you after the proceeds of the sale have been applied in accordance with sub clause 10.2 of these conditions.

11 TERMINATION

- 11.1 Either party may terminate the Agreement upon giving 7 days notice in writing to the other party.
- 11.2 Notwithstanding sub clause 10.1 above either you or we may terminate the Agreement by written notice to the other with immediate effect on the occurrence of a breach by either of us of the Agreement or these Conditions
- 11.3 Any termination of the Agreement by either you or us will be without prejudice to any other remedies either of us may be able to pursue against each other including the remedy that either of us may be able to sue the other in respect of accrued rights under these Conditions.
- 11.4 On termination you will leave SELF STORAGE WEXFORD in substantially the same condition as it was at the Commencement Date. In the event that costs are incurred by us in cleaning the storage unit or disposing of goods after termination of the Agreement, then we shall be entitled to recover these costs as an additional charge.

12 GENERAL

- 12.1 These Conditions together with the Agreement overleaf form the entire agreement between you and us and supersede all earlier agreements and arrangements of any kind between us.
- 12.2 Any notice given under these Conditions will be in writing and signed by or on behalf of the party giving it and may be served by depositing it at or sending it by facsimile or first class prepaid post to the addresses stated overleaf if any change of address has been notified to us at the last address so notified any change of address and in the absence of such notice, service will be deemed to be good if sent to the address stated overleaf.
- 12.3 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 delayed by reason of any Act of God, riots, strike, or lock out trade dispute or labour disturbance, accident, breakdown of plant machinery or equipment, fire, flood, break-in, difficulty in obtaining workmen, materials, or transport, electrical power failure or other circumstances whatsoever, outside our control.
- 12.4 Each of the provisions of the Agreement and of these Conditions is severable. If any such provision is or becomes illegal, invalid or unenforceability in that jurisdiction of any other provisions of the Agreement or these Conditions.
- 12.5 Nothing in this Agreement or in these Conditions will be treated as creating any tenancy, lease, license or any relationship of landlord and tenant between you and us, nor will be regarded as a warehouse keeper.
- 12.6 Irish law will govern this agreement and you will submit to the exclusive jurisdiction of the Irish Courts.

Self Storage Wexford

Sinnottstown Business Park, Drinagh, Wexford

Telephone: (053) 9160964. Email: info@selfstoragewexford.com

Start Date:	Access Code:	Unit No.:
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Customer Details

Name: _____

Address: _____

Telephone : _____ Mobile: _____

Proof of ID (eg driving licence) _____ Email: _____

Details

Area (sq ft): _____

None of your property stored shall contain hazardous, toxic or radioactive material, pollutants, contaminants or waste and none of your property will be perishable nor include animals or other living creatures.

Description of Property:

Charge for current month: € _____

Other Charges: € _____

VAT: € _____

Total Amount Due: € _____

Regular Charge per month: € _____

VAT: € _____

Total Monthly Charge: € _____

PROPERTY DETAILS

Total Value of Property Stored: € _____

Your property is your own responsibility. We do not accept liability (save in accordance with the conditions overleaf) for loss or damage thereto. You must take out insurance cover to the full value of your property in respect of normal perils as detailed in the conditions overleaf. You are also obliged to notify us of any increase in the total value of the stored property (for example, when you deliver additional property for storage). The declared value of the goods stored must accurately reflect the actual value of goods.

I agree that Self Storage Wexford shall not have any responsibility for loss of or damage to my goods/property and have arranged my own insurance in accordance with the conditions overleaf. I will, upon request, provide a copy of the insurance certificate.

Please tick box as applicable.

Signature on behalf of

Date _____

Authorisation to Deduct Payment

I agree to pay monthly storage and any additional charges by:

Direct Debit
Sort Code: _____ Account No.: _____

Credit Card/Laser Card Type: _____

Card No.: _____

Security Code: _____ Expiry Date: _____

Other:

I hereby authorise Self Storage Wexford to deduct payment monthly until termination of the agreement.

I have read and understood the conditions overleaf and to which this Service Agreement is subject, in particular, my attention has been drawn to clause 4 overleaf. My signature and initials below indicates acceptance of the terms of this Agreement and the conditions overleaf.

Use of Unit	INITIAL	Access	INITIAL	Insurance	INITIAL	7 days notice	INITIAL
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Customer's Signature _____ Self Storage Wexford _____