

JOHN NIXON LTD – SMART STORE SELF STORAGE - TERMS AND CONDITIONS

DEFINITIONS

"Customer" means any company, firm, person, corporation or public authority and includes their permitted successors, assignees or personal representatives who is a customer of John Nixon Ltd and who the storage is provided to;

"John Nixon Ltd" means John Nixon Limited, company number 921639 or any Group Company trading as Nixon Hire, Nixon Sales, Nixon Hire Direct, Nixon Hire Extra, Smart Store and any other associated trading names;

"Goods" means the "Goods" (or any part of them) to be stored at the Smart Store location.

1. STORAGE

- 1.1 So long as all fees are paid up to date, the customer is
- licensed to store Goods in the Unit allocated by John Nixon Ltd from time to time and only in that Unit;
 - deemed to have knowledge of the Goods in the Unit; and
 - warrants that it is the owner of the Goods in the Unit and/or entitled at law to deal with them in accordance with all aspects of this Agreement as agent for the owner.
- 1.2 John Nixon Ltd
- does not have and will not be deemed to have knowledge of the Goods;
 - is not a bailee or a custodian nor a warehouseman of the Goods and the customer acknowledges that John Nixon Ltd does not take possession of the Goods; and
 - does not grant any lease or tenancy of the Unit.

2. PAYMENT TERMS

- 2.1 The customer must pay the Deposit on signing this Agreement. The Deposit (or the balance of it after any appropriate deductions for unpaid Fees, repairs, cleaning or other charges to put right any breach of this Agreement by the customer) will be refunded by cheque or electronic transfer within 21 days of termination of this Agreement.
- 2.2 The customer is responsible to pay
- the Storage Fee (being the amount set out in the Smart Store Self Storage Quotation) payable in advance with a credit or debit card and it is the customer's responsibility to see that payment is made on time and in full throughout the period of storage. John Nixon Ltd will not accept that payment has been made until it has received cleared funds and, if any payment is later dishonored, John Nixon Ltd may apply relevant charges;
 - the Cleaning Fee or charges for repairs, to be invoiced at John Nixon Ltd discretion;
 - a Late Payment Fee each time a payment is late;
 - any costs incurred by John Nixon Ltd in collecting late or unpaid Storage Fees, or in enforcing this Agreement in any way, including but not limited to postal, telephone, debt collection, personnel and/or default action costs and associated legal and professional fees;

3. DEFAULT – RIGHT TO SELL OR DISPOSE OF GOODS

- 3.1 John Nixon Ltd takes the issue of prompt payment very seriously and has a right of lien. If any sum owing to John Nixon Ltd is not paid when due, the customer authorises John Nixon Ltd without further notice to:
- refuse the customer and its agents access to the Goods, the Unit and the Smart Store and overlock the Unit until the amount due and other fees related to it have been paid in full;
 - enter the Unit and inspect and/or remove the Goods to another unit or site and to charge the customer for all reasonable costs of doing so on any number of occasions; and
 - apply the Deposit against the Debt and, if insufficient to clear it in full, hold onto and/or ultimately sell or dispose of some or all of the Goods.
- 3.2 The customer acknowledges that
- John Nixon Ltd shall be entitled to continue to charge for storage from the date the Debt becomes due until payment is made in full or the Goods are sold or disposed of;
 - John Nixon Ltd will sell the Goods as if John Nixon Ltd was the owner and will pass all rights of ownership in the Goods to the buyer; and
 - if the customer does not pay fees on the Due Date, the value of any discounts and special offers (including periods of free storage) which the customer has received will be payable by the customer in full.
- 3.3 On expiry or termination of this Agreement, if the customer fails to remove all Goods from the Unit, John Nixon Ltd is authorised to treat the Goods as abandoned and may sell or dispose of all Goods by any means.
- 3.4 The customer is liable for Storage Fees for the period from abandonment to the sale or disposal of the Goods together with any costs of disposal.
- 3.5 Before John Nixon Ltd sells or disposes of the Goods, it will give the customer notice in writing directing the customer to pay (if the customer is in default) or collect the Goods (if they are deemed abandoned). This notice will be sent by registered or recorded delivery to the address last notified by the customer in writing or by email only if you have elected not to receive traditional mail. If no address within the UK has been provided, John Nixon Ltd will use any land or email address it holds for the customer.
- 3.6 If the customer fails to pay the Debt and/or collect the Goods (as appropriate) John Nixon Ltd will access your space and begin the process to sell or dispose of the Goods. The customer consents to and authorises the sale or disposal of all Goods without further notice regardless of their nature or value.
- 3.7 John Nixon Ltd will sell the Goods for the best price reasonably available in the open market, taking into account the costs of sale.
- 3.8 John Nixon Ltd may also require payment of default action costs, including any costs associated with accessing the Unit and disposal or sale of the Goods, which shall be added to the Debt.
- 3.9 Sale proceeds will be applied first against the cost of removal and sale of Goods and second to pay the Debt. If sale proceeds do not discharge all of these costs and the Debt, the customer must pay John Nixon Ltd the balance within 7 days of a written demand.

- 3.10 John Nixon Ltd may take action to recover the balance and any legal and administration costs incurred in doing so. If sale proceeds exceed the amount due from the customer, John Nixon Ltd will hold the balance for the customer but no interest will accrue on it.
- 3.11 If, in the opinion of John Nixon Ltd and entirely at their discretion, a defaulting customer's 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, The customer authorises John Nixon Ltd to treat the Goods as abandoned and John Nixon Ltd may dispose of all Goods by any means at the customer's cost.
- 3.12 John Nixon Ltd may dispose of the customer's Goods in the event that Goods are damaged due to fire, flood or other event that has rendered them, in the opinion of John Nixon Ltd, severely damaged, of no commercial value, or dangerous to persons or property. John Nixon Ltd does not need the prior approval of the customer to take this action but will send Notice to the customer within 7 days of assessing the goods
- 3.13 Any items left unattended in common areas or outside the Customer's Unit at any time may at John Nixon Ltd discretion be moved, sold or disposed of immediately with no liability to John Nixon Ltd.

4. ACCESS

- 4.1 The customer has the right to access the Unit during Access Hours as posted by John Nixon Ltd and subject to the terms of this Agreement. John Nixon Ltd reserves the right to change Access Hours temporarily to other reasonable times without giving prior notice.
- 4.2 Only customers or others authorised or accompanied by the customer (its Agents) may access the Unit. The customer is responsible for and liable to John Nixon Ltd and other users of the Smart Store for its own actions and those of its Agents. John Nixon Ltd may (but is not obliged to) require proof of identity from the customer or any other person at any time and may refuse access to any person who is unable to produce satisfactory proof.
- 4.3 John Nixon Ltd may refuse the customer access to the Unit and/or the Smart Store where moneys are owing by the customer to John Nixon Ltd, whether or not a formal demand for payment has been made, or if John Nixon Ltd considers the safety or security of any person, unit or goods on or at the Smart Store has been threatened or may be put at risk.
- 4.4 The customer should not leave a key with or permit access to the Unit to any person other than its own Agent who is responsible to the customer and subject to its control. If the customer does so, it does so at its own risk.
- 4.5 The customer authorises John Nixon Ltd and its agents and contractors to enter the Unit in the following circumstances and to break the lock if reasonably necessary to gain entry:
- on not less than 7 days' notice to inspect or carry out repairs or alterations to the Unit or any other part of the Smart Store;
 - 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; or if John Nixon Ltd believes the Unit is being used to store prohibited goods or for a prohibited purpose; or if John Nixon Ltd is obliged to do so by law, by the Police, Fire Services, Trading Standards, HM Revenue & Customs, competent authority or by a Court Order; or to relocate the Goods or exercise John Nixon Ltd lien or power of sale or disposal in accordance with this Agreement.

5. CONDITIONS

- 5.1 The customer will be solely responsible for ensuring the Unit is locked so as to be secure from unauthorised entry at all times. John Nixon Ltd will not be responsible for locking any unlocked Unit.
- 5.2 The customer is not permitted to apply a padlock to the Unit and John Nixon Ltd may have any such padlock forcefully cut off at customer's expense.
- 5.3 The customer must not store (or allow any other person to store) any items on the restricted items list in the Unit. The customer will be liable for any breach of this Condition.
- 5.4 The customer will use the Unit solely for the purpose of storage and shall not (or allow any other person to):
- use the Unit as offices or living accommodation or as a home, business or mailing address;
 - use or do anything at the Smart Store or in the Unit which may be a nuisance to John Nixon Ltd or any other person (including the escape of any substance or odour from or generation of noise or vibration which may be heard or felt outside the Unit);
 - use or do anything at the Smart Store or in the Unit which may invalidate or increase premiums under any insurance policies of John Nixon Ltd or any other person;
 - paint or make alterations to or attach anything to the internal or external surfaces of the Unit;
 - connect or provide any utilities or services to the Unit or
 - cause damage to the Unit or any part of the Smart Store (which includes by removal, haulage or delivery contractors) or create any obstruction or leave items or refuse in any common space within the Smart Store.
- 5.5 The customer must maintain the Unit by ensuring it is clean and in a state of good repair. In the event of uncleanliness or damage to the Unit or Smart Store, John Nixon Ltd will be entitled to retain the Deposit, charge a Cleaning Fee, and/or claim full reimbursement from the customer of the reasonable costs of repairs, replacement, restoration, proper compensation or disposal of refuse.
- 5.6 The customer must (and ensure that its Agents) use reasonable care on site and have respect for the Smart Store and other unit users, inform John Nixon Ltd of any damage or defect immediately it is discovered and comply with the reasonable directions of John Nixon Ltd employees, agents and contractors and any other regulations for the use, safety and security of the Smart Store.
- 5.7 This Agreement does not confer on the customer any right to exclusive possession of the Unit and John Nixon Ltd reserves the right to relocate the customer to another Unit not smaller than the current Unit
- by giving 14 days' notice during which the customer can elect to terminate their agreement or

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- b) on shorter notice if an incident occurs that requires the Unit or section where it is located to be closed or sealed off. If the customer does not arrange removal by the date specified in John Nixon Ltd notice, then the customer authorises John Nixon Ltd and its agents to enter the Unit acting as the customer's agents and at the customer's risk (except for damage caused wilfully or negligently) remove the goods. Following removal, this agreement will be varied by substitution of the new Unit number but otherwise continues in full force and effect at the rate in force for the original Unit at the time of the removal.
- 5.8 The customer must ensure the Unit is suitable for the storage of the Goods intended to be stored in it and is advised to inspect the Unit before storing Goods and periodically during the storage period. John Nixon Ltd makes no warranty or representation that any unit is suitable for any particular goods and accepts no liability in this regard.
- 5.9 John Nixon Ltd reserves the right to refuse to permit the customer to store any Goods or require the customer to collect any Goods if (in its opinion) storage of such Goods creates a risk to the safety of any person or property.
- 5.10 The customer must give Notice to John Nixon Ltd in writing of the change of address, phone numbers or email address of the customer within 48 hours of any change.
- 6. RISK AND RESPONSIBILITY**
- 6.1 John Nixon Ltd will not be liable for any loss or damages suffered by the customer resulting from an inability to access the Smart Store or the Unit, regardless of the cause.
- 6.1 The Goods are stored at the sole risk and responsibility of the customer who shall be responsible for and bear the risk of any and all theft, damage to, and deterioration of the Goods caused by any reason.
- 6.2 John Nixon Ltd excludes all liability in respect of
- loss or damage to customer's business, if any, including consequential loss, lost profits or business interruption;
 - loss of or damage to Goods or any claim for return of the Storage Fees except where this results from John Nixon Ltd negligence or breach of contract, in which case John Nixon Ltd liability will be limited to the sum of £100 in total.
 - John Nixon Ltd does not exclude liability for physical injury to or the death of any person and which is a direct result of negligence or wilful default on the part of John Nixon Ltd, its agents and/or employees.
- 6.3 John Nixon Ltd does not insure the Goods and it is a condition of this Agreement that the Goods remain insured at all times while they are in storage against all perils for their replacement value. The customer warrants that such cover is in place, that it will not allow or cause such cover to lapse and that the aggregate value of Goods in the Unit will not exceed the replacement value. John Nixon Ltd does not give any advice concerning insurance cover given by any policy and the customer must make its own judgment as to adequacy of cover.
- 6.4 The customer will be liable for and compensate John Nixon Ltd for the full amount of all claims, liabilities, demands, damages, costs and expenses (including any reasonably incurred legal and professional fees) incurred by John Nixon Ltd or third parties resulting from or incidental to
- the use of the Unit (including but not limited to the ownership or storage of Goods in the Unit, the Goods themselves and/or accessing the Smart Store) or
 - breach of this Agreement by Customer or any of its Agents or
 - enforcement of any of the terms of this Agreement.
- 6.5 The customer acknowledges and agrees to comply with this Agreement and all relevant laws and regulations as are or may be applicable to the use of the Unit. This includes laws relating to the material which is stored and the manner in which it is stored. Liability for any and all breach of such laws rests solely with the customer, and includes any and all liabilities resulting from such a breach.
- 6.6 If John Nixon Ltd has reason to believe that the customer is not complying with all relevant laws John Nixon Ltd may take any action it believes to be necessary, including but not limited to contacting, cooperating with and/or submitting Goods to the relevant authorities, and/or immediately disposing of or removing the Goods at the customer's expense.
- 6.7 The customer agrees that John Nixon Ltd may take such action at any time even though John Nixon Ltd could have acted earlier.
- 6.8 John Nixon Ltd shall have no liability under or be considered to be in breach of this Agreement for any delay or failure in performance of its obligations under this Agreement or any resulting loss or damage to Goods. Such circumstances include 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 entry into any unit including the Unit or the Smart Store by, or arrest or seizure or confiscation of Goods by, competent authorities. If this happens, John Nixon Ltd will not be responsible for failing to allow access to the Goods, Unit and/or the Smart Store for so long as the circumstances continue. John Nixon Ltd will try to minimise any effects arising from such circumstances.
- 7. PERSONAL INFORMATION**
- 7.1 John Nixon Ltd collects information about the customer on registration and whilst this Agreement continues, including personal data.
- 7.2 John Nixon Ltd processes Data in accordance with Data Protection Legislation means any data protection legislation from time to time in force in the UK including the Data Protection Act 1998 or 2018 or any successor legislation and (for so long as and to the extent that the law of the European Union has legal effect in the UK) the General Data Protection Regulation (EU) 2016/679) and any other directly applicable European Union regulation relating to privacy;
- 7.3 John Nixon Ltd uses personal data to process payments, communicate with the customer and generally maintain the customer's account.
- 7.4 John Nixon Ltd may share Data with, and collect Data from, credit reference or fraud prevention agencies and trade associations of which John Nixon Ltd is a member. John Nixon Ltd may release Data and other account details at any time if it considers in its sole discretion this is appropriate:
- to comply with the law;
 - to enforce this Agreement;
 - for fraud protection and credit risk reduction;
 - for crime prevention or detection purposes;
 - to protect the safety of any person at the Smart Store,
 - If John Nixon Ltd considers the security of any unit at the Smart Store or its contents may otherwise be put at risk.
 - If John Nixon Ltd sells or buys any business or assets, it may disclose Data and account details to the prospective seller or buyer of such business or assets or if substantially all of John Nixon Ltd assets are acquired by a third party, Data and account details will be one of the transferred assets.
- 8. THIRD PARTY RIGHTS**
- 8.1 No one other than a party to the Contract, their successors and permitted assignees, shall have any right to enforce any of these Hire Conditions.
- 9. VARIATION**
- 9.1 No variation of these Hire Conditions shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 10. ASSIGNMENT**
- 10.1 John Nixon Ltd may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.
- 10.2 The Customer may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of John Nixon Ltd.
- 11. GOVERNING LAW AND JURISDICTION**
- 11.1 The Contract, and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the laws of England.
- 11.2 The parties irrevocably agree that, subject as provided below, the courts of England shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, the Contract or its subject matter.
- 11.3 Nothing in this clause shall limit the right of John Nixon Ltd to take proceedings against the Customer in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

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