

TERMS AND CONDITIONS

1. STORAGE SERVICES

Storage Services shall include the collection, transportation, storage, and delivery of the Client's possessions. The Client shall present pre-packed personal goods to the Company at the time of collection. The Company shall transport these goods to an appropriate storage facility. The Company will return the goods to the Client at a date agreed by the Company and the Client.

2. PRICING

Pricing for the services shall be those agreed to in advance between the Client and the Company. **All prices are for up to 1 cubic meter/100 kg, for additional up to 0,5 cubic meter/50 kg is additional 50% of above prices, for additional more than 0,5 cubic meter/50 kg up to 1 cubic meter/100 kg additional 100% of above prices etc.** Additional charges apply for items packed in bigger and/or heavier boxes or in plastic bags. **Collection and delivery charge is for each way.**

3. PAYMENTS

All payments to be made in advance or on collection day by the Client.

4. OVERSIZED AND OVERWEIGHT ITEMS REFUSE OR ADDITIONAL CHARGES

The weight limit for individual box is 15kg and maximum size 46x46x46 cm. Individual boxes found to exceed this limit may result in the Customer's belongings **not being collected by the courier or additional charge of £5 per extra kg and/or £10 for oversized ones will apply.**

Any resulting **collection re-attempts will be charged at a rate of £20 per collection.**

Any resulting **delivery re-attempts will be charged at a rate of £30 per collection.**

Individual overweight items that are collected by the courier, but found to be overweight at a later stage, will result in the Clients being charged additional fees as set out below: **Storage box in good condition - £5 per kg over prescribed limit. Storage box in poor condition - A re-packing fee of £25 per box plus £5 per kg over prescribed limit.**

5. EXTENSION OF THE STORAGE PERIOD

The Client must contact The Company in case of any extension of the storage period **at least 7 days** before the last day of the agreement. Payment for it must be made by that day.

6. CANCELLATIONS

Customers can cancel for a full refund (minus a small administration fee of £10) 7 days before collection. Cancellations between 2 and 7 days before collection will be charged a £15 administration fee and refunded the remaining balance. All cancellations received within 24 hours of collection are not entitled to a refund. Should the 48 Hour Recall of Items be postponed or cancelled by the Client, the Company shall be entitled to recover from the Client all expenses incurred. All Charges are payable in full and in advance.

7. PICK-UP AND DROP-OFF ADDRESSES

The Client shall provide pick-up and drop-off addresses for collection and delivery The Client's belongings. The addresses used must be normal public street addresses with a building number/name and flat number, where applicable. Students living in gated communities, halls of residence, or other managed accommodation must provide the reception/lobby address for pick-ups and drop-offs. The cost of missed collections/deliveries resulting from non-adherence to the above conditions will be met by The Client.

8. DELIVERY AFTER STORAGE

The Company will arrange the delivery of the Client's possessions on the date and to the address agreed upon by the Client and the Company during booking. Delivery shall take place between 9am and 8pm on this date. The Client must ensure that either the Client or the Client's representative is available at the address to receive the items to our courier during these hours. Repeated failed deliveries due to the Client or the Client's representative not being present to receive the Client's possessions at the delivery address will result in additional charges of £30 for each time.

9. CHANGES TO PICK-UP OR DROP OFF DETAILS

Changes to the pick-up and drop off address and /or dates must be made at least 2 full working days before the dates by The Client.

10. INCORRECTLY PACKED ITEMS

Items that are found to be incorrectly or inappropriately packed (as plastic bags or not sealed boxes) shall be deemed invalid for insurance purposes and the insurance for such items will be deemed null and void.

11. HOW TO PACK GUIDE

The Client's possessions must be packed in sealed, not damaged boxes weighted **no more than 15 kg and size no more than 46x46x46 cm** also all items must be permanently marked with Clients name. The Client acknowledges reading and accepting the terms of the Company Packing Guide and agrees that the safe packing of items is the sole responsibility of the Client. The Client accepts full responsibility and liability for any and all damages or losses that result from the Client's failure to adhere to the terms of the Company Packing Guide, including damages and losses incurred by other customers as a result of The Client's failure to adhere to these terms.

12. ABANDONED ITEMS

If the Company is unable to return the Client's possessions for a period of 3 weeks after the end of a storage booking due to the Client being un-contactable, or unable or unwilling to provide a return address then the Company reserves the right to dispose of the Client's belongings.

13. UNPAID STORAGE/STORAGE CREDIT

The Company does not provide unpaid storage or credit. Clients' boxes will be kept in storage for a maximum of 3 weeks after the end of a storage booking. After this period the Company reserves the right to dispose of the Client's belongings on the Client's costs.

14. IDENTIFICATION

Provision of photo identification is a necessary condition of booking, collecting and delivery. Customers are required to provide photo identification for each booking with the Company.

15. WARRANTIES AND CLAIMS

The Company only covers £30 per box or suitcase stored and £80 per guitar stored. The maximum cover for all items is £150.

All other warranties, conditions and terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this contract.

No legal proceedings may be brought against the Company unless such are issued and served within 1 week of the event giving rise to the Claim.

The Company shall not be liable hereunder for any loss or damage to the extent that the same is caused or contributed to by a breach of any of the Client's warranties and undertakings or in circumstances in Exclusions of Liability

Where the Specified Services include the Company collecting the items for Storage or such other Specified Services, the Company shall be liable to the Client for any loss or damage to such items

occurring between collection and delivery due to the fault or negligence of the Company subject always to a maximum aggregate liability of £100.

Where the items to be collected by the Company from the Client for Storage are in a sealed box such that the Company cannot verify the condition of the items to note any defects, the Company shall not be liable for any loss or damage to any items contained.

For goods which we deliver, you must notify us in writing of any visible loss, damage or failure to produce any goods at the time of delivery.

16. OTHER T&C

The Company reserve the right to remove all or any items in Storage for the purposes of inspection or in an emergency to establish whether entry is required in the interests of safety or to prevent damage or injury to persons or property or to remove prohibited items or if the Company is required to do so by any public services, authority, or court order, or to comply with any other clause of this contract. The Client will indemnify the Company against all loss, damages, expenses (including professional fees) claims, demands, actions or proceedings the Company suffers as a result of the Company's possession of the clients items or any breach of any contract with the Client. The Client will pay an extra storage charge equal to the amount of any fine or penalty payable by the Company fully or partly as a result of a breach by the Client of this Agreement. If the Company believes that the Client is in breach of the Agreement, it may demand the immediate removal of any items held for the Client or arrange that those items are removed without notice at the Client's expense.

17. EXCLUSIONS OF LIABILITY

- Other than as a result of our negligence or breach of contract the Company will not be liable for any loss, damage or failure to produce the goods if caused by any of the following circumstances.
- By fire howsoever caused.
- By war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, terrorism, rebellion and/or military coup, Act of God, third party industrial action or other such events outside the Company's reasonable control.
- By normal wear and tear, natural or gradual deterioration, leakage or evaporation or from perishable or unstable goods.
- By moth or vermin or similar infestation.
- By change to atmospheric or climatic conditions.
- OR
- For any goods in box, case, package or other container not both packed and unpacked by us.
- For electrical or mechanical derangement to any instrument, clock, computer or other electronic equipment.
- For any goods which have a pre-existing defect or are inherently defective.
- For perishable items and/or those requiring a controlled environment.
- For any items referred to Goods not to be submitted for Storage or Specified Services.
- For damages or costs resulting indirectly from, or as a consequence of, loss, damage, or failure to produce the items including but not limited to loss of use or amenity.
- No employee of the Company shall be separately liable to you for any loss, damage, mis-delivery, errors or omissions under the terms of this Agreement.
- The Company's liability will cease upon handing over the items from the Storage Facility.

18. GOODS NOT TO BE SUBMITTED FOR STORAGE OR SPECIFIED SERVICES

Unless previously agreed in writing by a director or other authorized company representative, the following items must not be submitted for Storage or Specified Services and will under no circumstances be moved or stored by the Company. The items listed under (1) below may present risks to health and safety and of fire.

- Items listed under (2) to (6) below carry other risks and the Client should make their own arrangements for their transport and storage.
- Prohibited or stolen goods, drugs, pornographic material, potentially dangerous, damaging or explosive items, including gas bottles, aerosols, paints, firearms and ammunition, any type of liquids.
- Jewellery, watches, trinkets, precious stones or metals, money, deeds, securities, stamps, coins, or goods or collections of any similar kind.
- Plants or goods likely to encourage vermin or other pests or to cause infestation or contamination.
- Perishable items and/or those requiring a controlled environment.
- Any animals, birds or fish.
- Goods which require special licence or government permission for export or import.

If the Company does agree to remove such goods, then we will not accept liability for loss or damage unless we are negligent or in breach of contract, in which case all these conditions will apply. If you submit such goods without our knowledge we will make them available for your collection and if you do not collect them within a reasonable time we will apply for an appropriate court order to dispose of any such goods found in the consignment without notice. You will furthermore pay us any charges, expenses, damages, legal costs or penalties incurred by us.

The Company do not take any responsibility for damage of any electronics or glass goods and musical instruments, but will do its best to prevent any damage.

The Client also warrants that nothing concerning the items for the specified services or the items in Storage or kept with the items in Storage are Dangerous or of a dangerous nature.

19. APPLICABLE LAW

The Customer acknowledges that there are no representations, warranties, or Agreements by or between the parties which are not fully set forth herein and no representative of Newcastle Student Storage or Newcastle Student Storage's agents is authorized to make any representations, warranties, or Agreements other than as expressly set forth herein. Only a written letter signed by the parties may amend this Agreement.

20. ENTIRE AGREEMENT

This Agreement shall be governed, interpreted, and construed according to the law of England and Wales. The Customer agrees that any court action pertaining to this agreement shall be conducted in court in Newcastle upon Tyne.