

# Your Guide to Big Yellow Self Storage

This document includes  
the Terms and  
Conditions for the  
room(s) taken and which  
relate to the Licence(s)  
you have signed.



**Get some space in your life.™**

# Welcome to Big Yellow Self Storage

## Thank you for storing at Big Yellow

Our aim is for your storage with us to be as hassle-free and user friendly as possible.

### The purpose of this guide is to:

- Answer any questions that you might have
- Offer handy packing and storage tips
- Introduce you to other services we have available
- Outline health and safety requirements
- Outline the Terms and Conditions of our Licence for Self Storage and Flexi Offices

Please read through this Guide to help you, and to ensure the safety and security of you – and your belongings – at all times.

Should you have any further questions, or require more details, our store reception will be open during the following hours:

**Monday – Friday 8:30am to 5:30pm**

**Saturday 9am to 5:30pm**

**Sunday 10am to 4pm**

Or alternatively you can contact our  
Customer Service Team on:

**0800 783 4949**

Customer Service are open  
Monday – Friday 8am – 8pm,  
Saturday 8am – 6pm; Sunday 9am – 5pm.

Or visit our website

**[bigyellow.co.uk](http://bigyellow.co.uk)**

*NB: Please check with your store or Customer Service Team for Bank Holiday trading hours and any other trading hour variations.*



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# You are not allowed to store:

- Food or perishable goods\*
- Toxic, pollutant or contaminated goods
- Firearms, munitions or explosives
- Radioactive materials
- Self combustible or hazardous goods
- Any item emitting fumes, odour or smell
- Dried pet food
- Seeds and nuts
- Living plants or animals
- Cash and securities
- Fireworks
- Illegal goods
- Waste
- Tyres or refrigerators in volume



**Customs and Police have statutory powers allowing them to gain access to your room.**

\*Unless approved by us in advance.

## CCTV in operation.



Big Yellow operates a CCTV system that is monitored for your safety and security.

0800 783 4949



# Your Guide to Big Yellow Self Storage

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# 1. Moving In

## a. What you are not allowed to store

To ensure your goods – and other customers' goods – are kept safe and secure, please do not bring into the store (or flexi office) the following items:

- Food or perishable goods, unless you have prior approval from the Store Team
- Live animals or plants
- Self-combustible or flammable materials e.g. gas bottles (including empty bottles), aerosol cans, paints, petrol, oil or cleaning solvents, battery power banks, power invertors and generators.
- Pollutants, toxic or hazardous materials or contaminated goods e.g. asbestos and batteries
- Tyres or commercial volumes of refridgerators
- Any items emitting any fumes, odour or smell e.g. perfumed goods
- Any item of high value requiring specialist storage e.g. jewellery, money, deeds, stamps, antiques, fine art or fine wines
- Firearms, weapons, ammunitions or explosives including fireworks
- Waste materials
- Illegal goods
- Cremation ashes

## b. Activities you are not allowed to conduct in your room, flexi office or store

To ensure your goods – and other customers' goods – are kept safe and secure, please make sure the following standards are observed at all times in the store/your room or flexi office. Please do not:

- **Smoking is strictly forbidden in all areas of the store and flexi offices.**
- **Eat or drink inside the store – please return to your vehicle or flexi office to eat and drink.**
- **Allow noise in the store or the car park to exceed a reasonable level.**
- **Obstruct corridors, stairways or stairwells.**
- **Obstruct/keep open fire exits/fire doors.**
- Make any alterations to the room or attach anything to the internal or external surfaces of the room including the windows.
- Charging equipment when not present and/or with battery power banks.
- Allow any liquid, substance or odour to escape from your possessions.
- Spray paint or carry out any mechanical work or electrical proceses.
- Solder or use of any heat-generating equipment.
- Allow any animals of any kind on Big Yellow premises (with the exception of guide dogs for the disabled), customers must keep any pets in their vehicles at all times.
- Connect anything to a power point that does not comply with our terms and conditions.
- Leave any waste or refuse.
- Obstruct the visibility panel on the flexi office door.

Overall please be courteous and thoughtful to our other customers.

## c. Entering and exiting the Storage area

Our store reception opening hours are:

Monday – Friday	8:30am to 5:30pm
Saturday	9am to 5:30pm
Sunday	10am to 4pm

These hours may vary on bank holidays, specified days or due to local trading restrictions. Please contact your store or our Customer Service Team to confirm any variation to these hours.

Your pin code will need to be used outside of Reception Hours at the main gate and loading bay sliding doors. Please check your permitted entry hours shown on your Licence.

# REPORT SUSPICIOUS ACTIVITY

If you

**SEE**

something

**SAY**

something

Please contact our reception during working hours or, if reception is closed, telephone our Security Centre on **0800 009 3092** who will be able to assist you.

**THE BIG  
YELLOW  
SELF  
STORAGE** COMPANY

The correct entry and exit procedures will have been explained to you by our team when you move in. Please ask them to demonstrate anything you are unsure about. The key points to remember are:

- **UNDER NO CIRCUMSTANCES SHOULD YOU FOLLOW ANOTHER CUSTOMER INTO THE STORAGE AREA WITHOUT ENTERING YOUR PIN CODE FIRST. If you witness this at the store, please report it to the reception or to security (via the yellow telephones) if outside of our store reception hours. Your PIN code will be regularly updated, you will receive notification of any change to you PIN code.**
- **Ground Floor Entry** – To enter the ground floor storage area, enter your PIN code into the keypad by the internal doors; the doors will open automatically. This will also turn off your room alarm. For some stores this will also give access to the lifts for the upper floors.
- **Upper Floor/Basement Entry** – Either call the lift from inside the ground floor storage area or enter your PIN code into the keypad by the lifts. The lift will then be available to take you to the upper floor or basement storage areas. This will also turn off your room alarm.
- **Ground Floor Exit** – Push the button by the sliding doors. The doors will open.
- **Upper Floor and Basement Exit** – Push the call lift button. The lift will arrive to take you back to the loading bay.
- **Reset Your Room Alarm** – Enter your PIN code into the keypad by the external sliding door in the loading bay area. This will reset your room alarm.
- **Emergency Assistance** – If you need assistance in an emergency, please use the emergency telephones in the loading bay, lifts or lift lobbies. These will connect you to Reception, our Security Centre or the emergency services.
- **CCTV and Access Systems** – For your safety and security our CCTV cameras and electronic access systems are monitored and recorded 24 hours, every day.
- **Points to remember:**
  - Your storage room door should remain open when you are in your room.
  - Your PIN should be kept secure from other people – always use your PIN on exit to ensure your room is alarmed.
  - Always lock your room securely with your padlock, even if returning back to the loading bay for more goods to put into your room.
  - Entering your PIN on entry and exit is essential to allow us to keep an accurate record of who is on site in case of emergency.
  - **YOU SHOULD NOT ALLOW OTHER PEOPLE TO FOLLOW YOU INTO THE STORAGE AREA UNLESS THEY HAVE ALSO FOLLOWED THE SAME ENTRY PROCEDURES.** If you have any concerns bring them to the attention of our Store Team, or if Reception is closed our Security Centre.
  - It is essential you turn your room alarm off before you open your room door by entering your PIN code each time; proceed straight to your room after entering PIN. Do not leave your room with anyone in it with the door closed. The alarm may reset if the door is closed. We reserve the right to recover the cost of any security call-outs as a result of mistaken alarm activations.
  - Do not block or hold open any gates or doors, as this could result in an alarm activation. We reserve the right to recover the cost of any security call outs as a result of a false alarm activation.
  - If you witness any suspicious activity or incorrect procedures during your store visit please report this to reception or – if out of reception hours – by telephone to security.
- If you have been allowed Extended Access, the Store Team will have provided you with a Guide to Using the Extended Access. This will be shown and explained to you in detail. If you have any concerns please ask for further details.

**0800 783 4949**  
**bigyellow.co.uk**



## d. Entering and Exiting the Flexi Offices

The correct entry and exit procedures will be explained to you by our team when you move in. Please ask them to demonstrate anything you are unsure of. The key points to remember are:

- To enter the Flexi Offices, enter your PIN code into the keypad by the Flexi Office entrance. This will turn off your Flexi Office room alarm.
- Access to the Flexi Offices is available outside of store reception hours. Your PIN will allow you access through the perimeter gate, if applicable.
- Your PIN should be kept secure from other people – always use your PIN on exit to ensure your Flexi Office is alarmed.
- Use of your PIN on entry and exit is essential to allow us to keep an accurate record of who is on site in the case of an emergency.
- All windows must be closed when you leave the Flexi Office, including windows in the stairs and common areas.
- **UNDER NO CIRCUMSTANCES SHOULD YOU FOLLOW ANOTHER CUSTOMER INTO THE FLEXI OFFICE AREA WITHOUT ENTERING YOUR PIN FIRST.** If you witness this, or any other suspicious activity please report it to reception or via the telephone to security, if outside of store reception hours.

## e. Fire Safety

- External fire exit doors must not be opened unless there is an emergency.
- Fire doors must be kept closed at all other times.
- The store will conduct a regular fire alarm test.
- The store will conduct a regular fire exit drill. You are required to comply with the drill and gather at the Assembly Point if you are present during the drill. The assembly point will be in our store car park.
- You are responsible for training all your staff members in the correct fire exit and other relevant procedures.
- **Emergency Assistance** – If you need assistance in an emergency, please contact Reception during the opening hours or, if Reception is closed, telephone our Security Centre who will be able to assist.
- **CCTV and Access Systems** – For your safety and security our CCTV cameras and electronic access systems are monitored and recorded 24 hours, every day.

## f. Emergency Evacuation Procedures

The store team will show you the nearest exit route from your room and the emergency evacuation procedure including the location of the assembly point. Should you require further advice please ask.

If the fire alarm sounds:

- Do not use the lifts.
- Leave the building immediately using the identified escape routes. These are clearly marked by fire exit signs.
- Do not block any fire exits with trolleys or goods.
- Go to the Assembly Point and await a member of staff or the emergency services.
- Only use the fire escape doors in an emergency. They are linked to our intruder alarm system and opening them will activate the alarms.
- If you see other people as you exit, please ask them to leave the building with you.



## **g. Lighting**

Lighting on the floors in the store is controlled by sensors. These sensors are by the lifts and in corridors. Should the lights dim whilst you are in your room, please return to the lift lobby area to reactivate the sensor. All storage areas have emergency lighting that will allow adequate light in the corridors and stairwells to evacuate the store in the event of an emergency.

## **h. Health & Safety**

### **• Car Park:**

- Please keep your speed to a minimum. Our car park speed limit is 5mph.
- Only park in the designated parking areas/in your allocated space, where applicable.
- Please use the designated pedestrian walkways in the car park for your own safety.
- Please be aware of other pedestrians and the forklift.
- Office visitors must not use other office customers car park spaces or block access to the storage area.

### **• Safety of Children**

- At no point leave children unattended – you are responsible for their safety.

### **• First Aid Box**

- This is located in our Reception – please ask our team if it is required.

### **• Accident Reporting**

- All incidents/accidents must be immediately reported to the Store Team.
- All incidents/accidents will be recorded by our Store Team.

### **• Trolleys:**

- Please return them to the loading bay when you have finished using them. Do not leave them in your room.
- Do not ride on the trolleys or allow children to ride on them.
- Do not overload trolleys; ensure you can see over the top of them.
- Do not use the pallet trucks unless you have been shown how to do so first.

### **• Overhead Lockers – Use of The Ladder**

Your store team will demonstrate the correct use of the ladder; please remember to:

- Ensure the handle used to brake the wheels is engaged before you step onto the ladder.
- Park the appliance close to your locker before stepping onto the ladder.
- Avoid overstretching whilst on the ladder.
- Only stand on the top platform to access your locker, never stand on the guard rails or climb into the locker.
- Never carry more than one package at a time.
- Ensure that you employ “safe lifting techniques” as stated on the manual-handling poster displayed.
- Big Yellow accepts no responsibility for any damage to goods, or injury to your self, as a result of using this moving overhead ladder.

## **i. Reporting Suspicious Activity and/or Damage to the Store**

- If you notice anything unusual or suspicious please notify a member of our team immediately, or if outside of reception opening hours use the emergency telephones located around the store to call our Security Centre.
- We reserve the right to recover all costs associated with any damage caused by you or anyone authorised by you (including hauliers, removal companies and couriers) while using the storage premises.

## **j. Support for Disabled Customers/Visitors**

Disabled customers, or customers who have a visitor with a disability, should make this known to the store team. This will enable the store team to ensure that safe access in and around the store can be provided at all times.

In order to use the Extended Access the store will require 24 hours minimum notice from disabled customers (or customers with disabled visitors) for each Extended Access assisted visit. This is to enable us to arrange for a security guard to be present during your visit, if required.

### **k. Use of Kitchen Areas (where available)**

- The kitchen area must be kept clean and tidy at all times.
- All crockery and utensils must be cleaned immediately after your use.
- Items stored in the cupboards and fridges are stored at your own risk.
- Any electrical items (other than those provided by Big Yellow) must be authorised by us in advance before you can use them in the kitchen.

## **2. Packing and Storage Tips**

A full range of packing materials are available in our store reception. Below are some tips on how to best pack your belongings.

### **a. Packing Tips**

- Stack chairs seat to seat with a cloth or paper to separate them.
- Use good quality storage boxes.
- Fill boxes to capacity – partially full or bulging boxes may tip or collapse.
- Heavy items should be packed into small boxes so that they are easy to lift.
- Take a copy of your inventory of your stored items and keep it in a safe place at home.
- Protect your fragile goods in bubble wrap and tissue paper.
- Fragile items such as crockery and glasses should be wrapped in paper or bubble wrap before storing – do not use newspaper (the ink stains).
- Pictures and mirrors should be wrapped in bubble wrap, marked fragile and stacked on their end.
- Wrap table legs with bubble wrap or corrugated cardboard before storing.
- Use our wardrobe boxes which allow you to store your clothing on hangers in order to keep their shape.
- Protect your sofas, chairs and mattresses with our covers.

### **b. Storage Tips**

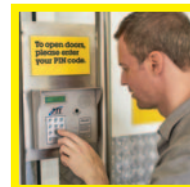
- Place heavy or bulky items in the room first to provide a good packing base.
- Do not place heavy items on sofas or mattresses.
- Always place a protective cover over your soft furnishings.
- Lay a dust sheet on the floor of your room to protect your goods.
- Always fully defrost and clean fridge/freezers before storing them.
- Leave fridge/freezer doors open for ventilation and to prevent mould.
- Garden equipment should be cleaned and lawn mowers should be drained of petrol before storing.
- Avoid stacking or leaning furniture against outside walls to aid ventilation.
- Cover your goods with a dust sheet to protect against dust.
- Pack seasonal equipment at the front so it is easily accessible.

## **3. During Your Stay**

### **a. Additional Services Available**

- **Extended Access**
  - Should you require access outside of the normal hours, additional access hours can be provided for a charge following a discussion with the store team. The extended access hours are normally 5am until 11pm.
  - There will be a charge to you for using this service. This service is provided at the discretion of the store team.

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- **Forklifting**
  - Should your goods require forklifting please ask our store team. Our store teams are trained to operate the forklift.
  - Full terms and conditions for forklifting use are provided in Section 7.
  - There will be a charge for using this service.
  - Please let the Big Yellow store team know in advance if you are expecting a delivery which may need forklifting.
- **Collection and Deliveries**
  - Receipt of Royal Mail postage is included as part of the Flexi Office Licence.
  - Parcel collection and delivery is an additional service.
  - Big Yellow's preference is for customers to handle their own deliveries.
  - If necessary, our store team can accept deliveries/collections on your behalf, with our prior arrangement.
  - Full terms and conditions for use are in Section 7.
  - There will be a charge for using this service.
  - It is the customer's responsibility to ensure all pallets received are removed from the site.
- **Key Holding**
  - If you request, the store can hold keys to your room.
  - Full terms and conditions for use are in Section 7.
  - There will be a charge for using this service.
- **Office Services**
  - Photocopying, shredding, and scanning (at selected locations) services are available in our reception.
  - There will be a charge by for using this service.
- **Additional services we can arrange, if interested please discuss with the store team**
  - Telephone line, electric socket, or lighting for your room.
- **Use of Electricity**
  - Should you require an electricity supply in your room to enable the use of equipment e.g. computer/ printer please discuss your requirements with our store team. You will be charged for the electricity you consume. No heating appliances can be used due to their potential fire hazard.
  - For occasional, low voltage use, electricity power points are provided in each store on every corridor. Please ensure any leads are not across corridors and no trip hazard exists for other people in the store.
- **Flexi Office Keys**
  - Additional Flexi office keys can be requested.
  - There will be a charge for the provision of additional keys.
  - If keys are lost, the Store Team must be notified immediately. Replacement keys will be charged for.

## **b. Waste Management, Recycling and Disposal**

As part of the self storage service Big Yellow does not dispose of customers' waste, including pallets. Any customer found leaving waste in the store or outside the building will be charged for its disposal. For Flexi Office customers general office waste and recycling will be removed by Big Yellow. Big Yellow will provide a recycling bin for the Flexi Office and kitchen area.

**Please follow the "three Rs" principle of waste management: Reduce, Reuse and Recycle.**

- **Reduce Waste**
  - Keep all your goods in their protective packaging, as long as possible, to avoid damage and wastage.
  - Only take what you require out of storage to minimise the chances of damage and creating waste.
  - Keep your storage area clean and tidy to avoid wastage through accidents and breakage.

- **Reuse Waste**

- Try to repair damaged goods in storage for reuse later.
- If you have goods that are no longer required, consider reusing them for an alternative purpose.
- If possible use suitable waste materials as additional protection or packaging for your goods.

- **Recycle**

- Should you create any waste that cannot be reused then recycle by segregation.
- Sort your waste into labelled bags or other containers according to what is recyclable in your area for materials such as:
  - Paper; Cardboard; Wood; Plastic; Glass; Metal etc.
  - Hazardous wastes such as materials that are potentially: dangerous; toxic; explosive and irritants should be handled by an appropriately licensed waste disposal contractor. (E.g. batteries, fridges, freezers, light bulbs, televisions, solvent based paints and paint tins, mastic tubes, resin tins, solvents, aerosol cans etc).

### **c. Change of Personal Details**

Should any of the following details require amendment please notify us immediately in writing/by email:

- Your home/mailling address
- Telephone numbers – mobile and landline
- Your nominated emergency contacts or authorised to manage account – i.e. names, telephone numbers, address or email
- Your list of other people you wish to have access to your room; you also need to inform us of other people you would like to remove access to your room.

### **d. Change of Payment Details**

Should you wish to change any payment details please notify us immediately in writing/by email. Please ask your Store Team or Customer Service Team for further details.

### **e. Goods Value/Enhanced Liability Service**

Should the value of your goods increase or decrease, please notify the store immediately. Your estimate of value can then be adjusted. Your value of contents protection should also be adjusted to reflect the revised estimate of value and, should you use our Enhanced Liability Service, a new Enhanced Liability Service Application Form will need to be signed to confirm the revised values. Remember, your goods must remain insured at all times while they are in storage/in the Flexi Office to their full replacement value.

### **f. Additional Rooms/Increasing/Decreasing Size of Room**

If you require an additional space, a larger space or a smaller space, please contact our store team as this can be easily arranged.

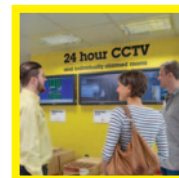
## **4. How to Give Us Feedback**

### **Do You Want to Give Us Feedback?**

We are committed to providing a high quality of service and standards to all of our customers. We would be delighted to hear from you, be it to say well done to a store team or individual who has looked after you, or if you believe that things have gone wrong, or if we have failed to meet the standards of service you expect. You could receive an email requesting feedback on your experience. We would appreciate you taking the time to complete this.

Our Store Managers, Area Managers and Head Office teams will pass on praise to the Store teams and recognise their contribution.

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## What to do...

Please bring the praise, problem or concern to our attention, either to the staff member you have dealt with or to the Store Manager.

- We firmly believe that customer praise should be fed back to the staff member(s) concerned and their Line Manager. We will ensure this is carried out on your behalf.
- Each store has a Manager who will be more than happy to discuss and find a solution to any problems or concerns you may have.
- Should the Store Manager be unable to resolve the situation and you wish your comments to be heard by someone more senior, then please visit the "Contact Us" section on our website [www.bigyellow.co.uk](http://www.bigyellow.co.uk) and complete the details requested in the section marked "Complaints". Other methods of contact are also noted in our Customer Complaints Handling Policy. Our full Customer Complaints Handling Policy is available on our website, under the Contact us (Complaints Process) section.

Our full Customer Complaints Handling Policy is available on our website, under the Contact Us (Complaints process) section.

We would also ask that you visit the Frequent Asked Questions section on the above website prior to making contact as these might be able to resolve your concerns.

## 5. Employee and Customer Conduct

We expect all employees of Big Yellow Self Storage to treat customers with respect, politeness and listen to any concerns that are raised. As a customer if you feel you have been treated unprofessionally please contact us using the Feedback process outlined in Section 4 of this Guide.

We also expect our customers to extend the same courtesy to our employees. Our employees are here to help you; however, they have a right to carry out their work without fear of being assaulted or abused. Any form of threatening behaviour will not be tolerated, face to face, over the telephone or in a written format. Threatening behaviour is defined as, but not limited to, threats of violence to members of staff or any other person which is, for example, sexist, racist or homophobic; this would include intimidating language, swearing and/or aggressive body language.

Should an employee feel threatened they have the right to refuse service and ultimately, if the situation is unable to be resolved, Big Yellow Self Storage have the right to serve notice on the provision of the service.

## 6. Moving Out

### a. Giving Notice

All customers are requested to give the notice required on the Licence in writing, unless the Licence specifies otherwise. Should notice not be given; you will be charged for the notice period.

### b. Condition in Which to Leave Room

Your room/Flexi Office is to be left clean and tidy, with all rubbish removed. The room must be left without a padlock on the door. For Flexi Office customers all keys must be returned, as detailed on your Flexi Office Licence. Any missing keys will need to be charged for.

### c. Refund Procedures/Timescale

You will receive a refund for any unused rental, Enhanced Liability Service and initial deposit within 14 days of move out, providing there are no outstanding charges. If you have been paying by Direct Debit please remember to cancel the Direct Debit with your bank, upon receipt of your refund.

## 7. Additional Services – Terms & Conditions

### a. Goods Handling/Forklift (other than by Royal Mail – see section e)

- Deliveries accepted by Big Yellow shall be subject to the “Additional Services – Terms & Conditions” set out in this paragraph 7(a).
- Deliveries can be accepted by Big Yellow for customers who have storage/Flexi office providing the delivery is clearly marked for the attention of the customer named on the Licence (nb: for your security the room number MUST NEVER be used as a reference).
- Any delivery refused and requiring redelivery is at the customer’s expense.
- Deliveries must be collected by the customer during Reception opening hours.
- Deliveries will not be stored in a secure location immediately following their delivery to Big Yellow. However, Big Yellow will generally move the delivery to a secure locker location as soon as possible, unless requested otherwise by the customer.
- The exception to this is if the delivery is of palletised goods/large items (too big to fit in a locker) or instructed to by the customer. In this case the delivery will be unchecked and will remain unsecured in the loading bay.
- The deliveries will not include any items that are prohibited, as detailed in condition 31 of the Licence.
- There will be a charge for using this service.
- The frequency and volume of deliveries will be reviewed quarterly by the store and the charge could be reviewed if levels vary from those agreed.
- Big Yellow accepts no responsibility for any damage or loss to goods that are delivered to a store, whether such damage or loss is caused by breach of contract, negligence, or breach of statutory or other duty, including while those goods are stored by Big Yellow awaiting collection by the customer. Goods delivered to our stores are at the customer’s own risk and will be unchecked by the store team. Accordingly, Big Yellow has no liability for any goods that are damaged or faulty when they are delivered to the store.
- Customers are responsible for ensuring that all taxes and duties payable in relation to a delivery have been paid. Big Yellow shall not be liable for any unpaid taxes or duties in relation to a delivery. Customers will reimburse Big Yellow for any costs or expenses incurred by Big Yellow in connection with any unpaid taxes or duties in relation to a delivery. Big Yellow retains the right to refuse delivery if it suspects there is an outstanding tax or duties liability on such delivery.
- All deliveries of goods to Big Yellow are at the customer’s sole risk. Big Yellow does not insure goods delivered to the store. It is the customer’s responsibility to ensure that any goods delivered to the store are insured.
- If the deliveries are left unclaimed for 24 hours in the loading bay or 7 days in a secure location a holding charge could be levied. Continued late collections could result in access to the service being removed.
- Deliveries unclaimed after 30 days will be disposed of by the store.
- It is the customer’s responsibility to ensure all pallets received are removed from site. Should they be left Big Yellow could charge for their disposal.

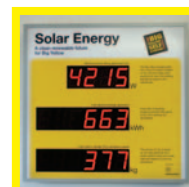
### b. Collection Service

- Goods must not be left for collection unless the customer has agreed to the terms and shall be subject to the “Additional Services – Terms & Conditions” set out in this paragraph 7(b).
- Goods requiring collection can only be left in the area designated by the store team within the Loading Bay.
- Goods for collection can only be left out on the day of collection, they cannot be left out overnight.
- Big Yellow accepts no responsibility for any damage or loss to goods that are left for collection, whether such damage or loss is caused by breach of contract, negligence, or breach of statutory or other duty.

### c. Forklifting

All the above terms and conditions for the delivery service are applicable for deliveries requiring forklift and in addition the following points apply:

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- Customers should check with the store that a team member is available to forklift off pallets prior to arranging a delivery. Ideally deliveries should be made using lorries with tail lifts. Failure to discuss with the store prior to delivery, especially if multiple pallets could result in the delivery being refused.
- Should the delivery require the use of a forklift to unload/load pallets, Big Yellow and its employees are to be held harmless from any damage or injury that may result from this, unless they have been negligent.
- Should the value of goods to be forklifted exceed £5,000 per single pallet this must be brought to the attention of Big Yellow prior to the commencement of the unloading.
- It is the customer's responsibility to ensure all pallets received are removed from site. Should they be left Big Yellow could charge for their disposal.
- There will be a charge for using this service.

#### **d. Key Holding**

If required, the store can hold the keys to your room with the following conditions:

- You have permitted Big Yellow to hold your key/s to the agreed room/s.
- Big Yellow has no liability for any damage and/or loss that may result from Big Yellow holding such key/s to the room/s.
- There will be a charge for using this service.
- This service is solely at the discretion of the Store Manager.

#### **e. Royal Mail deliveries for Flexi Office customers**

**nb: References to Royal Mail also encompasses similar mail delivery businesses**

- Big Yellow may accept letters and parcels delivered by Royal Mail on behalf of customers who have a Flexi Office. Big Yellow may refuse delivery of such letters and parcels, including if the delivery is not clearly marked for the attention of the customer named on the Licence. If Big Yellow refuses such delivery, any redelivery is at the customer's expense.
- The letters or parcels must not include any items that are prohibited, as detailed in condition 30 of the Licence. Big Yellow may refuse the letter or parcel if it suspects that such letter or parcel contains a prohibited item.
- If the letter or parcel is accepted by Big Yellow, the delivery will be subject to the "Additional Services – Terms & Conditions" set out in this paragraph 7(a).
- Big Yellow does not make or keep any record of Royal Mail letters or parcels that it accepts from Royal Mail on behalf of its Flexi Office customers.
- If the letter or parcel is accepted by Big Yellow, such letters or parcels will NOT be stored in a secure location following their acceptance by Big Yellow. Once sorted, letters and parcels could be placed in open, unlocked pigeonholes in the Reception area / Flexi Office area.
- Letters and parcels delivered to our stores are at the customer's own risk. Customers should not arrange for valuable or urgent letters or parcels to be delivered to their Flexi Office.
- Big Yellow does not insure letters or parcels delivered to the store. It is the customer's responsibility to ensure that any letters or parcels delivered to the store are insured.
- Big Yellow accepts no responsibility for any damage or loss to letters or parcels that are delivered to a store by Royal Mail, whether such damage or loss is caused by breach of contract, negligence or breach of statutory or other duty, including while those letters or parcels are stored by Big Yellow awaiting sorting or while those letters or parcels are in the open, unlocked pigeon holes. Accordingly, Big Yellow has no liability for any letters or parcels that are damaged when they are delivered to the store or that are subsequently lost, stolen or damaged before they are collected by the customer from the relevant pigeonhole.
- Customers are responsible for ensuring that all taxes, postage, and duties payable in relation to a Royal Mail letter or parcel have been paid. Big Yellow shall not be liable for any unpaid taxes, postage, or duties in relation to such letter or parcel. Customers will reimburse Big Yellow for any costs or expenses incurred by Big Yellow in connection with any unpaid taxes, postage, or duties in relation to a Royal Mail letter or parcel. Big Yellow retains the right to refuse delivery if it suspects there is an outstanding postage, tax or duties liability on such letter or parcel.

## **8. Big Yellow's Environmental Policy and Your Waste**

We request that you comply with Big Yellow's CSR Policy, which commits us and our customers to complying with relevant environmental and social legislation. Big Yellow is committed to preventing pollution and the waste of resources to protect the environment across all of its activities and services. In particular you must comply with your 'duty of care' to dispose of your waste legally by taking it to the nearest licensed waste recycling/disposal depot or employing a licensed waste disposal contractor to do this job for you. Beyond legislation Big Yellow is also committed to keeping you informed of the location of regional waste disposal/recycling facilities and to providing you with high quality sustainable packaging materials.

## 9. Your Customer Licence Terms & Conditions

<b>Terms and Conditions of Licence of a Room to Store Goods</b>	<b>Licence Period</b>	the period commencing on the Start Date and ending on the Termination Date
1. In these terms and conditions, the following words have the following meanings:-	<b>Minimum Storage Period</b>	the minimum storage period stated on the Licence Form
<b>Access Hours</b>	<b>Normal Perils</b>	fire, lightning, explosion, earthquake, aircraft or articles dropped from them, storm, flood, bursting &/or leaking pipes, ingress of water or other liquid substance, mould, mildew, moth, insect or vermin, theft accompanied by forcible and violent entry to or exit from the Store or Room, riot, strike, civil commotion, malicious damage, and impact by vehicles of any kind
<b>Alcohol Storage</b>	<b>Other Charges</b>	Our fees for (each, as applicable): the sale of general merchandise, extended access hours, transportation, rental of equipment, electricity, fees applicable to our Enhanced Liability Service, or any other service (and any VAT payable) that may be incurred by You from time to time
<b>Application Form</b>	<b>Our Rent</b>	the amount specified on Your invoice (based on the weekly fee specified on the Licence Form) plus any Other Charges which shall also be paid by You where it is or becomes applicable in respect of the payment of each and every sum due under this Licence, payment on the Due Date or within two (2) working days afterwards, and in respect of any sum being due under any other agreement between You and Us, payment within five (5) days of that sum being demanded in writing
<b>Conditions</b>	<b>Prompt Payment</b>	the date specified on the Licence Form
<b>Deposit</b>	<b>Room</b>	means the room(s) or, if You have a Flexi Office Licence, the office space that We allocate for Your use from time to time
<b>Due Date</b>	<b>Start Date</b>	the date specified on the Licence Form
<b>Electronic Items</b>	<b>Store</b>	the storage facility in which the Room is situated
<b>Enhanced Liability Service</b>	<b>Termination Date</b>	the date of termination of this Licence in accordance with Condition 67
<b>Full New Replacement Value</b>	<b>Termination Notice Period</b>	the period of written notice stated on the Licence Form
<b>General Conditions</b>	<b>This Licence</b>	the licence entered into between You and Us, which includes the Conditions and the Licence Form
<b>The Goods</b>	<b>We, Us, Our</b>	the Room provider named as the Licensor on the Licence Form
<b>Licence Form</b>	<b>You, Your</b>	the Licensee named on the Licence Form
	<b>Your Debt</b>	has the meaning described in Condition 17

2. VAT will be chargeable on sums payable where required by the UK VAT legislation.
3. All Room sizes are approximate and We accept no responsibility for their accuracy. In agreeing to Our

Rent You accept it applies to the Room You use and not any Room size represented.

## STORAGE

4. So long as Our Rent is paid up to date, without limiting Condition 28, We license You, but no other person to use the Room in accordance with this Licence during the Licence Period.
5. You are deemed to have knowledge of the Goods in the Room.
6. This Licence does not:
  - 6.1 create a tenancy or lease or the relationship of landlord and tenant between You and Us; or
  - 6.2 mean that We are bailees, custodians or warehousemen of the Goods.
7. We do not have and will not be deemed to have knowledge of the Goods, or of the nature, condition or state of repair of any Goods.

## COST

### Deposit

8. You must pay Us the Deposit when You sign this Licence. The Deposit will be returned to You (without interest) after this Licence terminates, less any amount We may deduct to cover:
  - 8.1 any breach of Conditions 31 and 34;
  - 8.2 Your Debt or any unpaid removal or other charges;
  - 8.3 any other obligation to Us that You have not performed; or
  - 8.4 any sums accruing in respect of repairs or cleaning or the making good of Your breach of this Licence or the Conditions which We consider is required as a result of the storage of the Goods within the Store, in order to bring the Store up to substantially the same standard and condition as it was at the Start Date.
9. We will refund the Deposit (or the balance of it if We have made any deductions) to You within fourteen (14) days of the Termination Date. Any such refund will be by company cheque, direct debit or an electronic transfer to a credit/debit card. No refunds will be given by cash monies.

### Our Rent

10. When You sign the Licence Form, You must pay Us Our Rent for the Minimum Storage Period. After that, You must pay Our Rent on the Due Date. All sums payable to Us under this Licence will become due immediately upon termination of this Licence in accordance with Condition 67.
11. It is Your responsibility to make sure that payment is made directly to Us on time and in full throughout the period of storage. If You pay by direct transfer, You must make sure that You identify the payment clearly so that We can easily see that it relates to Your account. All cleared funds received must cover the balance owed.
12. If You do not pay any of Our Rent by the Due Date We may immediately without notice to You withdraw any further discounts, deductions, business services (where applicable) or other rebates on Our Rent agreed to be granted by Us to You.
13. If You do not pay Our Rent within ten (10) days after its Due Date, You must immediately on demand pay Us a charge for late payment (the "Penalty Late Charge") which is the larger of 10% of Our (4 weekly

Rent or £10. If Your failure to pay Our Rent continues for fifteen (15) days or more after its Due Date and/or You fail to pay the Penalty Late Charge on demand, We may (as an alternative) require You to pay Us interest on the amounts outstanding shall incur interest at the rate of 5% above the base rate of Lloyds Bank PLC, calculated from the date when payment becomes due up to and including the date of actual payment including all accrued interest, whether before or after judgment. The Penalty Late Charge or interest shall be payable even if We exercise the right of sale under this Licence.

14. Where You have more than one licence with Us, all will form one account with Us and We may choose to apply any payment made by You or on Your behalf for this Licence against any debt due from You to Us on any licence in the account.
15. Every time any amount submitted by You by way of payment of Our Rent is dishonoured, You must immediately on demand pay Us an administrative charge of £10. In addition, once a payment method has been dishonoured We can no longer accept payment in this form and require payment of Your outstanding account by cash, debit card or credit card.
16. If You make a part payment of any of Our Rent outstanding under this Licence and We retain Your part payment, this will not affect Our ability to take any action against You or to exercise any rights that We have under this Licence in respect of Our Rent that remain outstanding from You. The time period from which We may take such action will still start from the Due Date on which the original Rent were due and the Due Date will not be extended as a result of Your part payment.

## DEFAULT – RIGHT TO SELL OR DISPOSE OF GOODS

17. We take the issue of Prompt Payment seriously. It is important that You make Prompt Payment of each and every sum (including interest) whether invoiced or not, owing from You to Us from time to time under this Licence or any other agreement between You and Us (in this Licence called "Your Debt").
18. If You do not make Prompt Payment of Your Debt, You agree that:
  - 18.1 the Goods are left in the Room at Your sole risk;
  - 18.2 without limiting Condition 18.1 or 40 or 42, We exclude any liability in respect of the Goods when payment of Our Rent or charges is overdue; and
  - 18.3 We may immediately exercise the lien described in this Licence (in particular in Condition 19).
19. A lien means that We have a right to retain the Goods until We have received full payment of Your Debt, and We may sell or dispose of the Goods as described below. We have a lien over the Goods for Your Debt until payment of Your Debt in full has been received by Us in cash, by bank transfer or, if by cheque, until the cheque has been paid by Your bank. The following Conditions apply to Our right of lien:
  - 19.1 We are entitled to continue to charge You, and You shall pay Us, fees and charges at the same rates as under this Licence from the date Your Debt becomes due until payment is made in full or the Goods are sold or disposed of; and
  - 19.2 in default of the Prompt Payment of Your Debt, You authorise Us:

- 19.2.1 to refuse You and Your agents access to the Goods, the Room and the Store, and to overlock the Room;
  - 19.2.2 to access the Room and inspect and remove the Goods to another Room or Store; and
  - 19.2.3 apply the Deposit against Your Debt and, if the Deposit is insufficient to clear Your Debt in full, to hold onto and/or ultimately dispose of some or all of the Goods as described in Condition 20 onwards, and You will be required to pay Our costs of taking this action, including any costs associated with accessing the Room, cleaning the Room and disposing of or selling the Goods.
20. If Your Debt is not paid thirty (30) days after the Due Date or if You fail to collect the Goods after We have required You to collect them or if You fail to collect the Goods upon expiry or termination of this Licence, subject to Condition 21:
- 20.1 We may sell the Goods as if We were the owner of the Goods;
  - 20.2 We will pass all ownership to the Goods to the buyer;
  - 20.3 We will use the proceeds of sale to pay:
    - 20.3.1 first the reasonable costs incurred by Us in administering the debt collection and sale process. These costs will include (for example) auction costs, removal costs, cleaning costs and charges for Our own time;
    - 20.3.2 secondly to pay Your Debt and to hold any balance for You. We are not required to give You any interest on the balance; and
  - 20.4 if the proceeds of sale are insufficient to discharge:
    - 20.4.1 all or any part of the costs described in Condition 20.3.1; and
    - 20.4.2 Your Debt, You must pay any balance outstanding to Us within seven (7) days of a written demand from Us, which will set out the balance remaining due to Us. Interest will continue to accrue on Your Debt until payment has been made.
21. Before We sell or dispose of the Goods, We will give You notice in writing (provided by email, and/or where We consider it necessary, by hand, registered letter or recorded delivery service) of the amount of Your Debt at the date of the notice and that if You do not pay Your Debt within ten (10) days of the date of the notice, We will sell the Goods. We do not agree to give You any further notice of any intended sale.
22. Where We decide to sell the Goods, We will sell the Goods by any method(s) reasonably available to achieve a selling price reasonably obtainable in the open market, taking into account the costs of sale.
23. If in Our opinion the Goods cannot reasonably and economically be sold (for any reason whatsoever) or they remain unsold despite Our efforts, You authorise Us to treat them as abandoned by You and destroy or otherwise dispose of them at Your cost (and this cost will be added to Your Debt).
24. In respect of Goods that contain personal data (within the meaning of applicable data protection laws) or Goods that We reasonably consider may contain personal data (for example, electronic devices that could store personal data or physical materials such as documents, diaries, audiovisual storage media (e.g. CDs) and photographs that could contain personal data), and where We exercise the lien described in Condition 19 or where Condition 26 applies, We will dispose of or destroy such Goods at Your cost (and this cost will be added to Your Debt).
25. We may also dispose of Your Goods if Your Goods are damaged due to fire, flood or any other event that has made the Goods (in Our opinion) severely damaged, of no commercial value, or dangerous to people or Our store. We do not need Your prior approval to take this action, but We will send notice to You within seven (7) days of assessing the Goods (or, where possible, We will try to give You prior notice).
26. You agree that We may immediately move, sell or dispose of any items that You leave unattended in common areas or outside of Your Room at any time with no liability to You. Where possible, We will try to give You prior notice.
- ACCESS**
27. You have the right to access the Room at any time during the Access Hours of the Licence Period only for the purposes of depositing, removing, substituting or inspecting the Goods and Your regular inspection of the Room for damage or unsuitability of the Goods. You are not permitted to have access to the Room for any other purposes or outside Access Hours (unless You have paid to have extended access). We will try to provide advance warning of changes in Access Hours by notices at the Store, but We may change Access Hours to other reasonable access times at any time without giving any prior notice.
28. Only You and persons authorised in writing or accompanied by You will be allowed to have access to the Room (this includes any ("Authorised Person – Authorised for Entry" You nominate on the Licence Form). Any such person is Your agent for whose actions You are responsible and liable to Us and to other users and licensees of rooms at the Store. 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 by this Licence or otherwise to do so) and We may refuse access to any person (including You) who is unable to provide satisfactory proof of identity. We may refuse You or Your agents access at any time if We consider that the safety of any person at the Store, or the security of the Room or its contents, or other rooms at the Store or their contents may be put at risk.
29. You permit Us and Our agents and contractors to access the Room and if necessary We may break the lock to gain access to the room:
- 29.1 if We give You not less than seven (7) days' notice so that We may inspect the Room or carry out repairs, maintenance and alterations to it or any other room or part of the Store; and
  - 29.2 at any time without notifying You beforehand (but We will give You notice as soon as practicable afterwards as long as We are not prevented by law from telling You);
    - 29.2.1 if We reasonably believe that the Room contains any items described in Condition 31 or is being used in breach of Condition 33 and 34;

- 29.2.2 for the purpose of checking whether the Room contains any items described in Condition 31 or if We reasonably consider that such access is necessary to ascertain whether action needs to be taken to prevent injury or damage to persons or property;
- 29.2.3 if We are required to do so by the Police, Customs, Fire Services, Local Authority, by a Court Order, by a competent authority or by law;
- 29.2.4 for any purpose if We believe it is necessary in an emergency;
- 29.2.5 to obtain access for relocation purposes in accordance with Condition 35;
- 29.2.6 to obtain access in accordance with Our powers if You have not made Prompt Payment of Your Debt; or to prevent injury or damage to persons or property.

- 31.10 alcohol, unlicensed medicines or unsafe goods (including toys, electrical items, cosmetics and fireworks);
- 31.10 compressed non-flammable gases without Our written consent and in accordance with Our specific requirements;
- 31.11 any item of high value requiring specialist storage (including without limitation jewellery, money, bullion, deeds, bonds, securities, stamps, antiques, fine art or fine wines (except where We provide You Alcohol Storage));
- 31.12 tyres;
- 31.13 waste materials including any materials or goods for export deemed to be waste e.g. used electrical equipment (unless tested and certified for re-use), used vehicles or parts thereof; or
- 31.14 cremation ashes, and You will be liable under Condition 46 if You store or keep any of these items in Your Room. Where We discover any of these items in Your Room, We will notify You. Unless We determine that such item(s) are dangerous, a risk to health and safety and/or perishable, We will ask You to promptly remove such item(s) from Your Room. If You do not do so, or where the item(s) are deemed by Us to be dangerous, a risk to health and safety and/or perishable, You agree that We may destroy or otherwise dispose of such items at Your cost.

## CONDITIONS

30. You must ensure that the Room is locked so as to be secure from unauthorised entry at all times when You are not using the Room and that it is alarmed when You leave the Store. We will not be responsible for locking any unlocked Room. You should not leave Your key with, provide Your PIN number to, or permit access to Your Room to any person other than Your own agent, who is responsible to You and subject to Your control and if You do so, You do so at Your own risk whether or not any such person is Our employee or agent. We do not accept any liability for any person (including Our employee or agent) holding Your key and having access to Your Room and any such person acts as Your agent only.

31. Without Our express written consent, You must not store or keep (and You must not allow any other person to store) any of the following in the Room:
- 31.1 food or perishable goods (other than in accordance with Conditions 89 to 91 or other than in Your Flexi Office if You have a Flexi Office Licence) unless approved by Us and provided that they are protected from and do not attract vermin;
  - 31.2 plants, birds, fish, animals or any other creatures, but this will not prevent You (or someone authorised to use the Room) from bringing a guide dog with You to the Room during Your visit to the Room;
  - 31.3 self-combustible, flammable, explosive or oxidising materials, liquids or gases e.g. paint, petrol, oil, cleaning solvents, gas cylinders, cellulose nitrate film or fireworks;
  - 31.4 firearms, weapons, ammunition, explosives or the components thereof;
  - 31.5 chemicals, radioactive materials, biological agents or asbestos;
  - 31.6 pollutants, toxic or hazardous materials or contaminated goods or other materials of a potentially dangerous nature;
  - 31.7 power inverters or power generators;
  - 31.8 any item which emits any fumes, smell or odour;
  - 31.9 any illegal substances, illegal items or goods illegally obtained, including counterfeit goods, illicit (smuggled/counterfeit) tobacco, illicit

32. You must ensure that when the Goods are presented for storage, they will be securely and properly packed or bottled (as the case may be) and in such condition so the Goods do not to cause damage or injury to the Store or to any other property, whether by spreading damp, infestation, leakage or the escape of fumes or substances or in any other way.

33. You must not (and You must not allow any other person to):
- 33.1 use the Room or do anything at the Store or in the Room which may be or may become an annoyance or nuisance to Us or the users or licensees of any other room or any person at the Store;
  - 33.2 do anything at the Store or in the Room which may invalidate any of Our insurance policies or those of other room users or licensees or increase the premiums payable on them;
  - 33.3 use the Room as living accommodation;
  - 33.4 use the Room as a home address or business address and not use the address of the Store or the Room for receiving or sending mail without Our prior permission;
  - 33.5 use the Room as an office, unless You have a Flexi Office Licence with Us;
  - 33.6 use any charging equipment in the Room or in any part of the Store (including power banks, portable chargers or similar) when You are not with such equipment or when the Store reception is closed;
  - 33.7 use any power inverters or power generators;
  - 33.8 use more than one (1) computer server at any time in the Room;
  - 33.9 carry out crypto mining in the Room;
  - 33.10 paint, spray paint or do any mechanical work of any kind in the Room;
  - 33.11 attach anything to the internal or external surfaces of the Room or make any alteration to the Room;

- 33.12 allow any liquid, substance, smell or odour to escape from the Room or any noise to be audible or vibration to be felt outside the Room;
- 33.13 cause any damage to the Room or any other room or the Store or its facilities or to the property of Us or any other room users or licensees or other persons at the Store and if You cause any damage You must (at Our choice) repair, restore or replace such damage or item or reimburse the costs of making necessary repairs, restoration or replacement or make proper compensation to other room users or licensees;
- 33.14 leave anything in or cause any obstruction or undue hindrance in any passageway, stairway, service area or other part of the Store and You must at all times be courteous to others and take reasonable care for Your own safety and that of others in using these areas;
- 33.15 leave any waste or refuse that is created by storing the Goods and You will be charged the reasonable costs of disposing of such waste or refuse if You do not comply with this Condition;
- 33.16 connect anything to any power point without Our consent. Any electrical appliance connected must be placed on a proper surface in an area dedicated for their use;
- 33.17 ignore any regulations in force from time to time at the Store and in particular You undertake to observe and comply with the "No Smoking" policy that is in effect in the Store and its common parts;
- 33.18 display any signs at the Store or on the windows of Your space without Our written consent; or
- 33.19 prevent or obstruct Our rights of possession and control of the Room as stated in these Conditions.
34. You must (and You shall ensure that Your agents):
- 34.1 use reasonable care when at the Store or using the Room and take all reasonable care in respect of the Room, the Store, and the property of Us or any other room users or licensees or other persons at the Store;
- 34.2 inform Us immediately of any damage or defect to the Room;
- 34.3 comply with the reasonable directions of any of Our employees, agents and contractors at the Store and any further regulations or instructions for the use, safety and security of the Room and the Store which We may issue from time to time;
- 34.4 pay for the reasonable cost of repairs or cleaning or making good to Your Room or Our Store, of any damage caused by You or Your agents, including any damage caused by Your removal, haulage or delivery contractors, or any disposal of refuse or waste;
- 34.5 maintain all electrical equipment used in the Room in accordance with Health and Safety standards and all compliance legislation. All items must be safely connected. All electrical equipment must be PAT tested every year. This will be carried out by contractors We have approved. We will give You notice of the test date. The cost of these annual tests will be recharged to You as part of the Other Charges; and
- 34.6 comply with all environmental regulations in force from time to time at the Store, including without limitation, those relating to recycling, waste disposal, energy and water usage and energy saving.
- Relocation*
35. This Licence does not give You any right to exclusive possession of the Room. We may at any time relocate You to another Room specified by Us, which shall not be smaller than the current Room:
- 35.1 in the event of a fire or flood or other incident or occurrence at the Store which in Our opinion requires the Room or any part of the Store to be closed or sealed off, and We will try and give You seven (7) days' written notice but this may not always be possible; or
- 35.2 by giving You seven (7) days' written notice if We close the Store or any part of the Store for redevelopment; in these circumstances, where We have given You prior notice, You shall remove the Goods from the current Room and move them to the new Room. The Goods may need to be moved from the Room to another Room in another store, which We will try to ensure is as near as possible to the Store in the given circumstances. We agree to pay Your reasonable costs of removal if We have approved those reasonable costs in writing in advance of the removal.
36. If You do not arrange for the removal of Goods to the alternative Room by the date specified in Our notice (where applicable), We and Our agents and contractors may enter the Room and arrange for removal of the Goods. In doing so, We and Our agents and contractors will act as Your agent and the removal will be at Your risk (except for loss or damage caused wilfully or negligently by Us and Our agents and contractors, which is subject to limitation of Our liability contained in Condition 40).
37. If the Goods are moved to an alternative Room, this Licence will be varied by the substitution of the alternative Room number but shall otherwise continue in full force and effect and Our Rent at the rate set out on the Licence Form will continue to apply to the alternative Room.
- Other conditions*
38. Because the nature and type of the Goods being stored by You from time to time is entirely within Your discretion (subject to the restrictions in Conditions 31 and 33), You must ensure that the Room is fit for Your purpose and suitable for the storage of the Goods that You store or intend to store in it, or if You have a Flexi Office Licence the Room is suitable for Your office use. We do not warrant or represent that any Room allocated to You is a suitable place or means of storage for any particular goods or suitable for Your office use. We strongly advise You to inspect the Room before storing Goods in the Room and from time to time throughout the period of this Licence.
39. We may refuse to permit You to store any Goods or require You to collect any Goods from the Room if in Our opinion the safety of any person at the Store, or the security of the Room or its contents, or other rooms at the Store or their contents would be put at risk by the storage or continued storage of any such Goods.

## RISK AND RESPONSIBILITY

40. Unless You have selected Our Enhanced Liability Service, storage of Goods in the Room is at Your sole risk. This means You will be responsible for and bear the risk of any and all theft, loss of, damage to, and deterioration of the Goods except where it is caused by Our negligence or breach of contract (in which case, if You are a business customer, Our total liability per incident of theft, loss, damage or deterioration shall in no circumstances exceed the lower of (i) the Full New Replacement Value of the relevant Goods and (ii) £50,000). As described in Condition 43, if You have not selected Our Enhanced Liability Service, You must also ensure that Your Goods are insured at all times.
41. If You have selected Our Enhanced Liability Service, We will be responsible for and bear the risk of theft, loss, damage to, and/or deterioration of the Goods arising from any Normal Perils and other matters within Our reasonable control, subject to Condition 41.1 and the Additional Terms set out in Conditions 101 to 123.
- 41.1 We exclude all liability in respect of loss or damage:
- 41.2 to Your business (if any), any business interruption or loss of any business opportunity or profits, or for any indirect loss or damage to Your business; or
- 41.3 that is a not foreseeable consequence of the breach. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time this Licence was made, both We and You knew that the loss might happen.
42. We do not exclude liability to You where it would be unlawful to do so. This includes liability for fraud or fraudulent misrepresentation, for physical injury to or the death of any person and which is a direct result of Our negligence or wilful default or that of Our agents and/or employees or for breach of Your legal rights in relation to the services.
43. We do not insure the Goods. Unless You have selected Our Enhanced Liability Service, it is a condition of Your use of the Room that You have taken out insurance which covers Your Goods at all times while they are in storage against all normal perils for their Full New Replacement Value . Unless You request and We agree to provide Our Enhanced Liability Service, You will not allow this insurance cover to lapse throughout the Licence Period. You will also make sure that the total value of Goods in the Room does not exceed the Full New Replacement Value.
44. If You have not selected Our Enhanced Liability Service, You must supply Us with evidence that You have taken out such insurance cover before this contract can be signed and promptly if We request for You to provide evidence throughout the Licence Period.
45. Whether or not You have selected Our Enhanced Liability Service, if We have told You that You are required to hold public liability insurance, You will provide Us with evidence of Your public liability insurance and a copy of the policy upon Our request. You will not allow any insurance cover We require You to hold to lapse throughout the Licence Period. Inspection by Us of any insurance documents provided by You to demonstrate cover does not mean that We have approved the cover or confirmed it is sufficient.
46. You will be liable for and You will compensate Us for the full amount of all claims, demands, liabilities, damages, costs and expenses incurred by Us or by any of Our employees, agents or other room users or licensees or persons at the Store which arise out of:
- 46.1 the use of the Room or the Store by You or any of Your employees, agents or invitees (including relating to the ownership or storage of Goods in the Room);
- 46.2 Your breach of this Licence or a breach by any of Your agents;
- 46.3 any dispute as to the ownership of the Room or as to the person who is entitled to law to have possession of the Room; and/or
- 46.4 Our enforcement of any of the Conditions of this Licence.
47. You agree to comply with this Licence and all relevant laws and regulations that are or may be applicable to the use of the Room. This includes laws relating to the Goods which are stored and how You store the Goods. You are responsible for any breach of those laws, and You must compensate Us for the full amount of all claims, liabilities, demands, damages, costs and expenses We incur due to Your breach of laws.
48. If We have reason to believe that You are not complying with all relevant laws, We may take any action We believe to be necessary, including:
- 48.1 the action outlined in Conditions 67.2 and 29;
- 48.2 contacting, cooperating with and/or submitting Goods to the relevant authorities; and/or
- 48.3 immediately disposing of or removing the Goods at Your cost, and You agree that We may take such action at any time even though We could have acted earlier.
49. In the event of circumstances which are outside Our or Your reasonable control and any consequences of those circumstances, Neither You nor We shall have any liability under this Licence or be considered to be in breach of this Licence for any delay or failure in performance of this Licence or any resulting loss or damage to Goods. These circumstances include, for example:
- 49.1 any natural disaster, aircraft damage, including articles dropped from them, riot, strike, civil commotion or malicious damage (except where You have selected Our Enhanced Liability Service, in which case We do accept responsibility for these to the extent they are Normal Perils),
- 49.2 fire or explosion (except where You have selected Our Enhanced Liability Service or where due to Our negligence or breach of contract),
- 49.3 electrical power failures or breakdown of plant or machinery (where not due to Our negligence or breach of contract),
- 49.4 accidents, threat of or actual terrorism or environmental or health emergency or hazard, or access of any Room including the Room or the Store by, or arrest or seizure or confiscation of Goods by competent authorities.
- We will not be responsible for failing to allow access to Your Goods for so long as the circumstance continues. We will try to minimise any effects arising from such circumstances. Your failure to pay Your Debt will not constitute an event which is outside of Your reasonable control.

## PERSONAL INFORMATION

50. We collect information about You when You register with Us and during the course of this Licence to manage Your account. This information includes Your personal data ("**Your Data**"), and We process Your Data in accordance with the General Data Protection Regulation and all associated laws. Your Data will be used for the purposes of this Licence, processing payments, communicating with You, and generally maintaining Your account with Us to comply with Our legal obligations and Our legitimate business interests.
51. We would like to send You information about Our own products and services which may be of interest to You. We will only do this if You have consented to this on the Licence Form. If You have consented to such marketing, You may opt out at a later date by contacting Us using the Freephone telephone number or the email address set out on the Licence Form.
52. We may share Your Data with, and obtain information about You from, credit reference or fraud prevention agencies (including Police, Counter Terrorism and Customs and Excise) or trade associations of which We are a member. If You select Our Enhanced Liability Service, We may pass Your details on to Our agents, surveyors and contractors who are assessing and/or assisting with any compensation requests.
53. We will release Your Data and other account details at any time if We consider in Our sole discretion that such release is appropriate to comply with the law, to enforce this Licence, for fraud protection and credit risk reduction, (from crime prevention or detection purposes), or to protect the safety of any person at the Store, or We consider that the security of the Room or its contents, or other rooms at the Store or their contents, will be put at risk.
54. If We sell or buy any business or assets, We may disclose Your Data and account details to the prospective seller or buyer of such business or assets. If Our business or substantially all of Our assets are acquired by a third party, Your Data and account details will be one of the transferred assets.
55. You have the right to request a copy of the information that We hold about You, to request that inaccurate Data is rectified, to restrict how Data is used and in certain circumstances to have Data deleted. Please e-mail or write to Us at the address provided on the Licence Form should You wish to request for any of the above to be actioned. More details on how We use Data and Your rights in relation to Data are set out in Our Privacy Notice which can be viewed on Our website or provided on request.
56. On the Licence Form or where You notify Us in writing, You may (but You are not obliged to) nominate an authorised person or persons to:
  - 56.1 manage Your account ("**Authorised Person – Authorised For Account Access**") – see Condition 57; and/or
  - 56.2 have access to the Room ("**Authorised Person – Authorised For Entry**"), and We will allow such "**Authorised Person – Authorised For Entry**" to have access to and to enter Your Room,(both, an "**Authorised Person**").
57. We will contact, disclose, discuss and provide access to Your account details and discuss any default of this Licence by You with, and otherwise deal with (as Your agent), Your "**Authorised Person – Authorised For Account Access**" in accordance with, and to the extent of, Your instructions. In addition, if We are unable to contact You at Your contact details specified in the Licence Form (as amended or updated from time to time by notice in writing by You to Us) for any reason, We may and You hereby authorise Us to contact, disclose, discuss and provide access to Your account details to and discuss any default of this Licence by You with, and otherwise deal with (as Your agent), Your "**Authorised Person – Authorised For Account Access**" for the purposes of and in relation to this Licence.
58. If no person is nominated as an Authorised Person, You must provide Us with an Emergency Contact and We may contact Your Emergency Contact as specified on the Licence Form ("**Emergency Contact**") to ask for their assistance in contacting You should We be unable to make contact with You.
59. You warrant that You have the right to provide to Us the personal data of such Authorised Persons and Emergency Contacts and to authorise Our use of such data for the purposes set out at Conditions 56, 57 and 58.
60. You must inform Us in writing of any changes to Your details, Your Authorised Person's details or Your Emergency Contact's details as soon as possible following the change.
61. We will only disclose Your Data to a person identifying themselves to Us as Your spouse or partner if such individual has been named by You on the Licence Form as an Authorised For Account Access.
62. For further information on how Your Data is used, how We maintain the security of Your Data, and Your rights to access information We hold on You, please contact Us using the Freephone telephone number set out on the Licence Form.

## NOTICE

63. Without affecting Condition 21, any notice that We give You under this Licence must be in writing and may be served by e-mail, by personal delivery to the person notified or its address, or by prepaid post, including, where We consider it necessary, by registered letter or recorded delivery. Your address for service of notices shall be Your e-mail and/or postal address written on the Licence Form or any other address in England, Scotland or Wales which You have previously notified to Us in writing.
64. Any notice that You give Us must be in writing and may be served by personal delivery, by pre-paid post or by e-mail. Our address for service of notices shall be Our address set out on the Licence Form.
65. A notice will be served at the time of personal delivery or 48 hours after it has been placed in the post, or at the time the e-mail was sent by the sender, provided that the sender of the e-mail does not receive an e-mail message stating that the e-mail message has not been received by the intended recipient.
66. You will notify Us in writing of any changes to Your billing details, contact details, Authorised Person(s) details, Emergency Contact details, insurance details or access details stated on this Licence.

## TERMINATION

67. Either You or We may terminate this Licence:
  - 67.1 by giving not less than the agreed written notice (which is stated in the Termination Notice Period stated on the Licence Form) to the other ending on any Due Date and termination will take effect from that Due Date, which shall be the Termination Date (if

- this Licence is not be terminated on the Due Date You will be given a further seven (7) days grace, after which it will be assumed that You have not served written notice on Us of Your intention to terminate); or
- 67.2 immediately by giving written notice to the other if it commits a serious breach of any term of this Licence and (in the case of a serious breach which can be put right), You or We (as the case may be) have failed within fifteen (15) days after service of a notice to do so, to put right the breach. Serious breach includes a failure by You to pay all Our Rent and Other Charges due to Us under this Licence or a failure by You to comply with Conditions 31 and 33. The Termination Date shall be the date the notice is effectively served on You or Us (as the case may be) in accordance with the requirements for notices in Conditions 63 to 65.
68. Immediately on the Termination Date, You must remove all goods from the Room and leave the Room clean and tidy and in the same condition as at the Start Date. If You do not do so, You shall pay Our costs of cleaning the Room or disposing of any goods or rubbish left in the Room or at the Store. We may treat Goods remaining in the Room after the Termination Date as abandoned and may dispose of them in accordance with Conditions 20 to 24.
69. Where this Licence has terminated and You have paid more of Our Rent and charges than are due at the Termination Date, We will refund the balance to You after deduction of any payments due to Us as if the balance were a Deposit under Condition 8. No interest will accrue on any money held by Us for You.
70. Where any payments are still outstanding from You up to the Termination Date, You must pay Us in full including any outstanding interest before We will release the Goods to You. Any calculation of the outstanding fees will be done by Us. If You do not pay Us such amounts, Conditions 20 to 24 may apply.
71. You agree to examine the Goods carefully upon removing them from the Room and must tell Us about any loss or damage to the Goods as soon as is reasonably possible after doing so. In any event, We need to inspect any damage to the goods and to take photographic evidence before You can proceed with any insurance claim for loss or damage or request for compensation under Our Enhanced Liability Service.
72. Your responsibility for outstanding sums, property damage, personal injury, environmental damage and other legal responsibility under this Licence continues after this Licence has terminated.
- GENERAL**
73. This section sets out why and how We might change the terms of this Licence and explains what rights You have if We do.
- 73.1 Subject to Conditions 73.3 and 73.4, below, We may, at any time, vary the terms of this Licence to reflect:
- 73.1.1 any changes to the services We provide to You; and
- 73.1.2 changes in the law or as a result of regulatory changes;
- 73.2 Any variation to the terms of this Licence made in accordance with Condition 73.1, above, will be regarded as a "Major Change". We may also, from time to time, make less significant changes to the terms of this Licence (for example to clarify the wording used in a particular Condition) and such a change will be regarded as a "Minor Change".
- 73.3 At least 45 days before We make any Major Change to the terms of this Licence, as described in Condition 73.1, above, We will provide notice of the change to You by email or post.
- 73.4 Upon receiving notice of any Major Change, You may terminate this Licence before the change is made by giving written notice to Us. If You do decide to terminate the Licence for this reason:
- 73.4.1 the Termination Date shall be the day before the change is made; and
- 73.4.2 Conditions 68 to 72 of this Licence will apply.
- 73.5 If We make any Minor Change to the terms of this Licence, We will explain the change to You via an email or a letter and will provide a link to the revised terms for You to review.
- 73.6 If You continue to use Your Room following any change to the terms of this Licence in accordance with this Condition, You will be deemed to have accepted the change.
74. We may alter Our Rent at any time by giving You written notice and the new Rent shall take effect on the first Due Date occurring not less than four (4) weeks after the date of Our notice. You may terminate without charge before the change takes effect by giving notice under Condition 67.1.
75. If You would like to make a change to Your selected licence options please contact Us (for example if You would like to move to a bigger room). We will let You know if the change is possible. If it is possible We will let You know about any changes to the fees for the services or anything else which would be necessary as a result of Your requested change and ask You to confirm whether You wish to go ahead with the change.
76. If We decide not to exercise or enforce any right that We have against You at a particular time (or if We delay exercising such a right), then this does not prevent Us from later deciding to exercise or enforce that right unless We tell You in writing that We have waived or given up Our ability to do so.
77. If any court or competent authority decides that any of the Conditions in this Licence are invalid, illegal or unenforceable to any extent, the Condition will, to the extent it is invalid, illegal or unenforceable, be considered to be removed from this Licence, and the remaining terms of this Licence will continue to be valid and will not be affected in any way.
78. You may not assign any of Your rights under this Licence or part with possession of the Room or the Goods whilst they are at the Store to any other person, firm or company without Our prior written consent.
79. Where You are two (2) or more persons under this Licence, each person takes on the obligations under this Licence separately.
80. This Licence is between You and Us. No other person shall have any rights to enforce any of the Conditions.
81. This Licence shall be governed by English law and any dispute or claim that either You or We bring will be decided by the Courts of England and Wales.
82. Before taking any court proceedings for anything arising out of this Licence (apart from emergency court proceedings), the complaining party shall inform

the other party in writing of the dispute in as much detail as possible and You and We agree to try informal conciliation within twenty (20) working days of the notice of the dispute. If the dispute cannot be resolved, You and We agree to use the Centre for Effective Dispute Resolution ([www.cedr.com](http://www.cedr.com)) to try to resolve the dispute amicably by using an Alternative Dispute Resolution Procedure before taking any other court proceedings. If the dispute is not resolved to mutual satisfaction within ninety (90) days after notice of the dispute has been given, You or We may submit the dispute to the Court. This Condition does not affect the right of either You or Us to terminate this Licence.

83. We are part of Big Yellow Group PLC ("**Group**"), a company registered in England and Wales with company number 03625199. For more information on the Group please visit [www.bigyellow.co.uk](http://www.bigyellow.co.uk) and click on "**About Us**" or please telephone 0800 783 4949.

**Important:** Please also see the following Additional Terms:

- (a) Additional Terms for storage of Goods
- (b) Additional Terms for Alcohol Storage
- (c) Additional Terms for Flexi Office
- (d) Additional Terms for Our Enhanced Liability Service

#### **ADDITIONAL TERMS FOR STORAGE OF GOODS (NOT APPLICABLE TO FLEXI OFFICE)**

If Your licence is for the storage of Goods, the terms set out at Conditions 84 to 88 apply in addition to the General Conditions. Conditions 84 to 88 do not apply to Flexi Office Licences. If there are any inconsistencies between the provisions of the General Conditions and any additional terms and conditions in this section, the additional terms and conditions set out in this section will take precedence:

84. You are responsible for providing a secure padlock for the Room. You are responsible for removing the lock from Your Room on the Termination Date.
85. You confirm throughout the Licence Period that:
- 85.1 the Goods in the Room from time to time are Your own property; or
  - 85.2 the person who owns or has an interest in the Goods has given You their authority to store the Goods in the Room on the terms and conditions in this Licence and that You act as the agent of that person. You indemnify Us against any loss or damage suffered by Us for breach of this warranty including against any loss, damage or expenses incurred by Us (including any reasonably incurred legal fees) arising from any step or action taken by any person who owns or has an interest in the Goods.
86. Extended access is available between the hours indicated on the Licence Form and is only provided in return for a further fee being paid. We may decline Your request for extended access and may charge You a further reasonable fee for the time and effort involved in resolving any issues with regard to extended access, when the service has not been paid for or correctly used by You. We may also withdraw the extended access service from You or may adjust the hours of access provided. If We withdraw the extended access service, You will no longer be required to pay the extended access fee from the date

that Your extended access is stopped.

87. You will promptly prepare a fire risk assessment for Your room(s) if We ask You to complete a fire risk assessment.
88. You must complete an inventory of Your Goods and submit the inventory to us at the start of Your storage with Us. We do not inspect the Goods when they arrive at the Store and We do not keep any records concerning, or any other inventory of, the Goods.

#### **ADDITIONAL TERMS FOR ALCOHOL STORAGE**

**If We provide You with Alcohol Storage, the terms set out at Conditions 89 to 91 apply in addition to the General Conditions and the additional terms for storage of Conditions 84-88. If We provide You with Alcohol Storage If there are any inconsistencies between the provisions of the General Conditions and any additional terms and conditions in this section, the additional terms and conditions set out in this section will take precedence:**

89. For Conditions 90 to 91 only, the following words have the following meanings, in replacement of those meanings in Condition 1:

**The**

**Goods** the wine and/or other alcoholic beverages You store in the Room at any time during the Licence Period

**Room** the dedicated storage cellar specified on the Licence Form or any alternative storage cellar that We allocate for Your use from time to time.

90. You confirm to Us as follows:

90.1 all taxes and duties have been paid on The Goods and You shall reimburse Us against all duties and taxes that We may be required to pay in respect of The Goods;

90.2 that You will be liable for any breach of Customs' regulations relating to The Goods and You undertake to compensate Us for the full amount of all claims, demands, liabilities, damages, costs and expenses incurred by Us if You breach such regulations; and that You have complied with Conditions 38 and 88.

90.3 Should You operation include the selection and dispatch of alcohol from the Store then You are required to hold a Premises Licence.

91. You must not open any bottles or containers and/or consume any wine or alcoholic beverages within the Store, unless approved by Us on each occasion in advance.

#### **ADDITIONAL TERMS FOR FLEXI OFFICE LICENCE**

**The terms set out at Conditions 92 to 100 apply in addition to the General Conditions if We provide You with a Flexi Office Licence. If there are any inconsistencies between the provisions of the General Conditions and any additional terms and conditions in this section, the additional terms and conditions set out in this section will take precedence:**

92. The Store will be open during the designated opening times (from time to time). Unless indicated otherwise, the Store will be closed on bank and public holidays. We may change the designated opening times by providing notice at the Store.
93. If You are in breach of any of the Conditions of this Licence, We may exclude You from the Store or

restrict Your access to only the Store trading hours for so long as You have not remedied the breach to Our satisfaction.

94. Where applicable, the Other Charges will include a charge for the electricity used in the Room and any common areas. We will bill this separately from Our Rent in arrears.
95. You agree that You will not use the Room other than for office purposes, which mean administration based activities. You must not carry out any mechanical or industrial activities within the Room.
96. You will keep the Room secure, including ensuring all windows are securely closed when You are not in the Room.
97. You will maintain all the electrical equipment in the Room in accordance with Health and Safety standards and all compliance legislation. Authorised electrical appliances include: computers, monitors, printers, fax machines, scanners, kettles, microwaves, fridges, lighting designed for use in an office environment such as desk lamps and air conditioning units. All items must be safely connected. All electrical equipment must be PAT tested every year (see Condition 34.5).
98. You will keep the visibility panel on the door into Your Room free of obstruction, in case of fire.
99. You will prepare and maintain a written fire risk assessment for Your Room and will cooperate with Us in the implementation of fire safety procedures at Our store.
100. You are responsible for obtaining and maintaining any licences You require for Your activities within the Room, e.g. TV Licence if You use a television.

#### ADDITIONAL TERMS FOR OUR ENHANCED LIABILITY SERVICE

**The terms set out at Conditions 101 to 123 apply in addition to the General Conditions if You have selected and We agree to provide You with Our Enhanced Liability Service. If there are any inconsistencies between the provisions of the General Conditions and any additional terms and conditions in this section, the additional terms and conditions set out in this section will take precedence:**

101. Except as stated in these Conditions, We will accept responsibility for theft, loss, damage or deterioration to the Goods arising from Normal Perils and other matters within Our reasonable control, and in the event of any such theft, loss, damage or deterioration to the Goods, We will compensate You up to the Full New Replacement Value of the relevant Goods, except where the Full New Replacement Value of such Goods exceeds £50,000 in which case any amount over £50,000 will only be agreed when confirmed in writing by Us (the **"Limit of Compensation"**).
102. If You use Our Alcohol Storage service, We will also compensate You for specific types of loss or damage as described in Conditions 118 to 123.
103. We do not carry out any valuation of the Goods and We are not responsible for ensuring that the Full New Replacement Value as stated by You in the inventory in Your Application Form is accurate and true. You are responsible for ensuring that the Full New Replacement Value of Goods You have notified to Us is accurate throughout the Licence Period and You should carry out regular reviews of the Goods to ensure that this is the case.
104. If You are not a business customer, the Limit of Compensation in Condition 101 and Condition 105 in

its entirety do not apply if loss or damage to the Goods is caused by Our negligence or breach of contract.

105. Subject to Condition 104, certain Goods are excluded from compensation whilst others are subject to specified limits, as set out below:

#### Excluded Goods

- 105.1 We will not compensate You for loss or damage to:
  - 105.1.1 Any Goods or items where the Full New Replacement Value is £1,000 or greater and which are not specifically listed on Your inventory;
  - 105.1.2 Any Goods or items described under Condition 31 where We have not given Our express written permission for You to store them;
  - 105.1.3 Carpets or rugs made from wool and/or silk, curtains or soft furnishings made from silk and furs of any kind except where these items are shrink-wrapped in plastic or placed in appropriate plastic covers that are fully sealed prior to You putting these items into storage,

#### Goods subject to specified limitations

- 105.2 Unless agreed otherwise in writing by Us, and subject to the total Limit of Compensation set out in Condition 101 (unless this is applicable because of Condition 104), the following maximum financial limitations to Our compensation apply in respect of the following specified Goods:

Items	Limit of Compensation
Jewellery, watches, precious stones, stamps and similar collections of any kind	£500 – combined total for all such items
Vintage collectables, mobile phones, perfumery, cosmetics, tobacco, vaping liquids, cigars, cigarettes, and the like	£10,000 – combined total for all such items
Beers, wines and spirits	£10,000 – combined total for all such items, (except where stored using Our Alcohol Storage service – see below)  £10,000 – any individual item, and subject to a combined total of £50,000 for all such items (only applicable when stored using Our Alcohol Storage service)
Antiques, fine art (including paintings and sketches), antique furniture, tapestries, rugs, furs, carpets, clocks, vinyl records, collectables (including trainers) and memorabilia (but excluding any items of the nature mentioned elsewhere in this table)	£10,000 – any individual item, but subject to a combined total of £25,000 for all such items
Electronic Items	£25,000 – combined total for all such items

Office contents and the Goods of Flexi-Office Customers who operate from their office in Big Yellow	£25,000 – combined total for all such items
Any item consisting of articles that are part of a pair or set.	We will only compensate You for the individual damaged or lost item(s). We will not compensate You for companion pieces which are not lost or damaged.

*What We will not compensate You for*

106. Irrespective of the type of article or item lost or damaged, We will not pay compensation for:
- 106.1 Any sentimental value or any other non-financial loss;
  - 106.2 any loss(es) of the nature described in Condition 42;
  - 106.3 any loss(es), damage or deterioration which arises from matters for which You are liable, including under Conditions 47 and 48;
  - 106.4 any loss(es), damage or deterioration which arise in the circumstances described in Condition 50, unless specified as a Normal Peril or otherwise stated in Condition 50.

*How We will calculate compensation – all items other than paper documents*

107. Subject to the Limit of Compensation set out in Condition 101 and any further limitations and/or exclusions in Conditions 105 (except where they do not apply because of Condition 104) and 106, in the event of the total loss or destruction of any article or item stored in Your Room and listed on Your inventory (other than paper documents – see Condition 108 below), We will compensate You for a lost or damaged item based on the cost of replacing the item, provided that the item is substantially the same as but not better than the original when replaced. If such property is only partially damaged We may pay for replacement, repair or cleaning of the damaged portion as an alternative to providing a new replacement item, but We will not pay more than if the property had been completely destroyed.

*How We will calculate compensation – paper documents*

108. Subject to the Limit of Compensation set out in Condition 101 and any further limitations and/or exclusions in Conditions 105 (except where they do not apply because of Condition 104) and 106, in the event of loss or destruction of paper documents stored in Your Room and listed on Your inventory, We will compensate You based on Your reasonable costs of printing and/or reconstructing Your documents including, where applicable, fresh research or exploration to obtain essential information.

*How to notify Us of loss or damage*

109. Loss or damage to Your Goods must be notified to Us at the time of discovery or at the time You remove Your Goods from Your Room, whichever occurs first.
110. You can notify Us in person at store reception or by calling or emailing Us as per the store contact details set out in Your Licence. We will then provide You with a form with which You must complete in order to make a request for compensation.
111. You shall provide Us or any agent of Ours appointed to investigate Your request for compensation, with such information and evidence as may reasonably be

required in relation to the request. If Your request is accepted, We will usually pay out within 45 days of receipt of the information required. However, if an investigation is required, it may take longer for Us to compensate You; We will inform You if an investigation is required.

*General*

112. You have the right to cancel Our Enhanced Liability Service at any time by giving Us written notice, provided that if Your Goods are still in storage, You have provided Us with evidence of Your insurance cover as required by Condition 44 before the effective date of cancellation. If You cancel, We will provide You with a pro-rata refund of any fees You have paid in relation to Our Enhanced Liability Service to cover any period of time for which You have paid for Our Enhanced Liability Service following the effective date of cancellation.
113. To benefit from Our Enhanced Liability Service, You must:
- 113.1 ensure that all information given in Your Application Form is true and complete to the best of Your knowledge and that the Full New Replacement Value of Your Goods as stated in Your inventory is true and accurate;
  - 113.2 keep the information provided in Your Application Form, including the inventory and the Full New Replacement Value of Your Goods as stated in Your inventory, up to date at all times and inform Us immediately of any changes. Failure to do so could result in Us refusing to pay all or part of the compensation You are seeking for loss or damage to Your Goods; and
  - 113.3 keep the payment of Our Rent, Other Charges and all fees due for Our Enhanced Liability Service up to date. Failure to do so could result in Us refusing to pay all or part of the compensation You are seeking for loss or damage to Your Goods, with respect to any loss or damage which arises during a period of time that You did not pay the relevant amounts on time;
114. If We become aware or have good reason to believe that any request for compensation is made where You know the same to be false or fraudulent as regard to the amount claimed or otherwise, We will have the right to refuse compensation and the right to immediately terminate Our Enhanced Liability Service. We may also take action against You as set out in Condition 29, 48 and 67 of Your Licence.
115. We shall pay or arrange for payment to You that part of any compensation which relates to damage or loss to the Goods after deduction of any outstanding sums due to Us from You.
116. We do not give any advice concerning Your risks. It is for You to make Your own judgement whether You would like to take out insurance cover for the Goods, in addition to receiving Our Enhanced Liability Service.
117. Value Added Tax will be charged where applicable, in accordance with current legislation.

*Additional terms applicable to the Alcohol Storage service*

118. Where Our Enhanced Liability Service is provided in conjunction with Our Alcohol Storage service, We will also accept responsibility for the specific types of loss or damage specified in Conditions 119 to 123 and compensate You in accordance with those Conditions.

#### *Damage to Labels*

119. In the event of any loss of or damage to the labels of beer, wine and/or spirits bottles as a result of Normal Perils, We will compensate You for the cost of producing and applying new labels. However, We will not compensate You for any costs associated with ascertaining what information should be specified on the labels. In addition, if as a direct result of such loss or damage, the replacement value of the relevant bottles has depreciated below their Full New Replacement Value, We will compensate You for the cost of the depreciation, up to a maximum of 10% of their Full New Replacement Value.

#### *Deterioration*

120. We will compensate You for deterioration of beer, wine and/or spirits in storage if:
- 120.1 such deterioration is caused by the effects of heating as a direct result of a failure in the wine cellar ventilation system;
  - 120.2 such failure has lasted for more than 48 consecutive hours;
  - 120.3 the temperature in the wine cellar has risen by at least 4 degrees centigrade; and
  - 120.4 the deterioration has been confirmed by an independent expert as being the result of such circumstances.
121. You must pay for any costs of obtaining advice from an independent expert pursuant to Condition 120.4, but We will reimburse You for such costs (to the extent such costs are reasonable) if the expert confirms that deterioration of the relevant beer, wine and/or spirits is the result of the circumstances described in Condition 120.
122. Where We are obliged to compensate You in accordance with Condition 120, We will compensate You for either the Full New Replacement Value of the relevant beer, wine and/or spirits, or the depreciation in their market value, whichever is the lesser amount.

#### *Implosion of cork*

123. We will compensate You based on the Full New Replacement Value if loss or damage to beer, wine and/or spirits occurs due to the implosion of corks whilst the beer, wine and/or spirits are in storage. However, We will not be required to compensate You if such implosion is due to:
- 123.1 (where You produced the beer, wine and/or spirits and/or filled the bottles yourself only) the way in which You produced the beer, wine and/or spirits, filled the bottles and/or applied the corks; or
  - 123.2 You storing the bottles in an appropriate way and/or in conditions which are not recommended by the producer.

## What To Do In The Event of An Emergency...

Our staff and our security centre are available to provide assistance in the event of an emergency at any time. Please call our staff during manned hours and call our security centre during unmanned hours. If you need emergency help for any reason please use the emergency telephones in the store or call the relevant Security Company noted below on your telephone. Examples of emergencies may include:-

- Lift Trapping** If you are trapped in the lift, use the emergency telephone or auto dialler to call for assistance. Our lift engineers are on-call 24 hours to release anyone trapped.
- Fire** If the fire alarm activates, leave the building immediately via the emergency exits and wait by the Assembly Point. The fire brigade will be called automatically to the store.
- If you discover a fire, activate the nearest break-glass point (they are located outside the fire escape door on each floor). Leave the building via the emergency exits and wait by the Assembly Point – please inform any other customers you come across to do the same. The fire brigade will be called automatically to the store. If you have a telephone call 999 and report details of the fire to the fire brigade.
- Do not re-enter the building unless you are told it is safe to do so by our Store Team or the Fire Brigade.
- Illness & Injury** If you feel ill, are seriously injured or feel under threat use the emergency telephones located on each floor landing, lift and in the loading bay. Button 3 will dial the emergency services.
- Power Failure** In the event of a power failure, the store's emergency lighting will operate allowing you to exit the store through the emergency exits. Please leave the store via the emergency exits and do not use the lifts. Do not re-enter the store until the power has been restored.
- Suspicious or Dangerous Activity** If you see any suspicious or dangerous activity taking place at the store please report it to our security company using the emergency telephones in the store or by calling the relevant Security Company noted below on your telephone.
- Dangerous Equipment** If you discover any equipment or part of the store which presents an immediate danger to anyone (e.g. broken glass, flood, loose equipment etc.) please report it to our security company using one of the emergency telephones.
- Extended Hours Expired** If you are locked out of the store because your Extended Hours has expired and your room is unlocked, call our security centre. They will be able to assist you to lock your room and secure your goods. Please note you will not be permitted to continue loading or unloading your belongings.

**Please note our security centre is there to provide emergency assistance only to ensure your safety and security. They are not able to discuss any account enquiries and are not able to provide access to the store in the event that your PIN code does not permit you access. You will need to contact the store during our normal trading hours to discuss these issues.**



**Customer Service Team 0800 783 4949**

**Out of Hours Security Company 0800 009 3092**

**Website: [bigyellow.co.uk](http://bigyellow.co.uk)**