

Your Guide to Vehicle Parking at Big Yellow

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



Get some space in your life.™

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



Welcome to Big Yellow Self Storage

Thank you for using Big Yellow

Our aim is for your stay 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
- Introduce you to other services we have available
- Outline health and safety requirements
- Outline the Terms and Conditions of our Licence for Vehicle Parking

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 freephone:

0800 783 4949

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

Or visit our website

bigyellow.co.uk

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



Get some space in your life.™

Your Guide to Vehicle Parking at Big Yellow Self Storage

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1. Moving In

a. Activities you are not allowed to conduct on Big Yellow premises

To ensure your vehicle – and other customers' vehicles – are kept safe and secure, please make sure the following standards are observed at all times on the premises. Please do not:

- Smoking is strictly forbidden in all areas of the store.
- Eat or drink inside the store – please return to your vehicle to eat and drink.
- Allow noise in the store or the car park to exceed a reasonable level.
- Obstruct fire exits/loading bay.
- Allow any liquid, substance or odour to escape from your vehicle.
- Spray paint or carry out any mechanical work.
- Solder or use of any heat generating equipment.
- Charge equipment when not present and/or with battery power banks, power invertors and generators.
- Allow any animals of any kind on Big Yellow premises (with the exception of guide dogs for the disabled).

Overall please be courteous and thoughtful to our other customers.

b. Entering and Exiting the Store

Our store reception opening hours are:

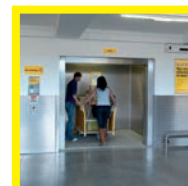
Monday – Friday	8:30am to 5:30pm
Saturday	9am to 5:30pm
Sunday	10am to 4pm

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.

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.

- **Points to remember:**
 - Your PIN should be kept secure from other people.
 - 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.
 - Customers can obtain access to their vehicle outside of our normal reception hours.
- **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.
- **Points to remember:**
 - Do not enter the car park without first entering your PIN.
 - Do not block or hold open any gates or doors, this could result in our Security Company attending site. We reserve the right to recover the cost of any security call outs.
 - **UNDER NO CIRCUMSTANCES SHOULD YOU FOLLOW ANOTHER CUSTOMER INTO THE CAR PARK WITHOUT ENTERING YOUR PIN.** If you witness this or any other suspicious activity at the store, please report it to reception or via telephone to security if outside of our store reception hours.

0800 783 4949
bigyellow.co.uk



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

c. Emergency Evacuation Procedures

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

If the fire alarm sounds:

- Leave the building immediately using the identified escape routes. These are clearly marked by fire exit signs.
- Do not block any fire exits with goods or your vehicle.
- 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.

d. Health & Safety

• Car Park:

- Please park your vehicle in your allocated space.
- Please keep your speed to a minimum. Our car park speed limit is 5mph.
- Please use the designated pedestrian walkways in the car park for your own safety.
- Only park in the designated parking areas.
- Please be aware of other pedestrians and the forklift.

• 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.

• Trolleys:

- Please return them to the loading bay when you have finished using them. Do not leave them in the car park.
- 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.

• Accident Reporting

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

e. 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 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 premises.

f. 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 premises can be provided at all times.

2. During Your Stay

a. Additional Services Available

• 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 6.
- 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 6.
- 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.

• 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.

b. Waste Management

As a self storage service Big Yellow does not dispose of customers' waste, including pallets. Any customer found leaving waste will be charged for its disposal.

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 vehicle, you also need to inform us of other people you would like to remove from access to your vehicle.

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.

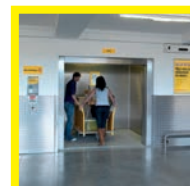
e. Value of Your Vehicle

Should the value of your vehicle(s) being stored increase or decrease, please notify the store immediately. Your estimate of value can then be adjusted. We do not provide insurance for your vehicle. Your vehicle must remain insured at all times while it is on the premises and we are entitled to request proof of this at our discretion.

f. Additional Spaces

If you require an additional vehicle parking space, please contact our store team as this can be easily arranged.

0800 783 4949
bigyellow.co.uk



3. 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.

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 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.

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.

4. 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 3 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 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.

5. Moving Out

a. Giving Notice

All customers are requested to give 28 days notice in writing. Should 28 days notice not be given, you will be charged for the additional 28 days.

b. Refund Procedures/Timescale

You will receive a refund for any unused rental, 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.

6. Additional Services – Terms & Conditions

a. Goods Handling/Forklift

- Deliveries accepted by Big Yellow shall be subject to the “Additional Services – Terms & Conditions” set out in this paragraph 6(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 32 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 6(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:

- 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.

7. 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.

8. Your Vehicle Parking Licence Terms & Conditions

Terms and Conditions of Licence for Vehicle Parking

1. In these terms and conditions, the following words shall have the following meanings:

Car Park	the store car park identified on the Licence Form
Conditions	these terms and conditions, including any additional terms and conditions that apply to the particular licence You have
Deposit	the amount specified on the Licence Form
Due Date	the Start Date for the first four (4) weeks of his Licence and the corresponding date for each following period of four (4) weeks, or such other date We agree in writing with You
Licence Form	the licence form You have signed and completed
Licence Period	the period commencing on the Start Date and ending on the Termination Date
Normal Perils	used in these Conditions means actual physical loss of or damage to a Vehicle caused by fire, lightning, explosion, earthquake, aircraft or articles dropped from them, storm, flood, bursting and/or leaking pipes, ingress of water or other liquid substance, moth, insect or vermin, theft accompanied by forcible and violent entry to or exit from the building or Car Park, riot, strike, civil commotion, malicious damage, and impact by vehicles of any kind
Our Licence Fees	the amount specified on Your invoice (based on the four(4)-weekly fee specified on the Licence Form)
Parties	You (the Licensee) and Us (the Licensor), together
Prompt Payment	in respect of the payment of each and every sum due under this Licence, payment on the Due Date or within two 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
Spaces	any vehicle parking Space or Spaces in the Car Park identified on the Licence Form
Start Date	the date specified on the Licence Form
Store	the storage facility nearest to where the Car Park is located
This Licence	the licence entered into between You and Us, which includes these Conditions and the Licence Form
Termination Date	the date on which the Licence will terminate in accordance with Condition 68, 69 or 70, as applicable
Vehicle	any vehicle or vehicles permitted to park in the Car Park pursuant to this Licence, as specified on the Licence

We, Us, Our	Form the Licensor named on the Licence Form
You, Your	the Licensee named on the Licence Form
Your Debt	has the meaning described in Condition 17

2. In agreeing to Our Licence Fees You accept it applies to the Space You use and not any Space represented.

VEHICLE PARKING

3. In return for Your payment of Our Licence Fees in accordance with this Licence and Your compliance with these Conditions, We license and authorise You, Your employees and Your agents:
- 3.1. the right to park any Vehicle identified on the Licence Form in the Spaces (the location of such Spaces within the Car Park to be designated from time to time in Our absolute discretion); and
 - 3.2. the right to gain access to and from the Spaces by way of the routes specified by Us from time to time, in common with any others authorised by Us.
4. You are deemed to have knowledge of the Vehicle and its contents.
5. This Licence does not:
- 5.1. create a tenancy or lease or the relationship of landlord and tenant between You and Us and nothing in this Licence confers exclusive possession of the Spaces to You; or
 - 5.2. mean that We are bailees, custodians or warehousemen of any Vehicle.
6. We do not have and will not be deemed to have knowledge of the nature, condition or state of repair of any Vehicle or contents of the Vehicle.

COST

Deposit

7. 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:
- 7.1. any breach of Conditions 32, 33 or 34;
 - 7.2. Your Debt or any unpaid removal fees or other charges;
 - 7.3. any other obligation to Us that You have not performed; or
 - 7.4. any sums accruing in respect of repairs, cleaning or the making good of Your breach of this Licence, which We consider is required as a result of Your exercising of Your rights under the Licence to bring the Car Park up to substantially the same condition as it was at the Start Date.
8. We will refund the Deposit (or the balance of it if We have made any deductions) to You within 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 Licence Fees

9. When You sign the Licence Form, You must pay Us Our Licence Fees to cover the first four (4) weeks of the Licence Period. After that, You must pay Our Licence Fees on the Due Date. All sums payable to Us

- under this Licence will become due immediately upon termination of this Licence in accordance with Conditions 68, 69 or 70.
10. It is Your responsibility to make sure that payment is made directly to Us on time and in full throughout the period of this Licence. 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.
 11. If You do not pay any of Our Licence Fees by their Due Date, We may (in Our sole discretion) immediately without notice to You withdraw any further discounts, deductions or other rebates on Our Licence Fees agreed to be granted by Us to You.
 12. If You do not pay Our Licence Fees 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 ten per cent (10%) of Our (four (4) weekly) Licence Fees or £10. If Your failure to pay Our Licence Fees 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) also require You to pay Us interest on the amounts outstanding which will incur interest at the rate of five per cent (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 will be payable even if We exercise the right of sale under Condition 19.3 of this Licence.
 13. 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.
 14. Every time any amount submitted by You by way of payment of Our Licence Fees 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.
 15. If You make a part payment of any of Our Licence Fees 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 Licence Fees that remain outstanding from You. The time period from which We may take such action will still start from the Due Date on which Our Licence Fees were originally due and the Due Date will not be extended as a result of Your part payment.
 16. In addition to and at the same time as making any payments You promise to make under this Licence, and any other payments which are or may become payable pursuant to the provisions of this Licence, You must pay any Value Added Tax (VAT), or other tax replacing VAT which is, or may from time to time become, payable in respect of such payments.
18. If You do not make Prompt Payment of Your Debt, You agree that:
 - 18.1. any Vehicle is left in the Car Park at Your sole risk;
 - 18.2. without limiting Condition 18.1, 43 and 45, We exclude any liability in respect of any Vehicle when payment of Our Licence Fees 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 any or all Vehicles until We have received full payment of Your Debt, and We may sell or dispose of any Vehicle as described below. We have a lien over any or all Vehicles 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 must 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 Vehicle is 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, Your employees and Your agents access to any Vehicle, the Space and the Car Park;
 - 19.2.2. to access the Space, externally inspect the Vehicle and, if Your Debt is not paid for seven (7) days, access and relocate the Vehicle in accordance with Conditions 36 and 37; 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 Vehicles as described in Condition 19.3 onwards.
 - 19.3. If Your Debt is not paid thirty (30) days after the Due Date or after We have required You to collect it, or if You fail to collect the Vehicle upon expiry or termination of this Licence, subject to Condition 20:
 - 19.3.1. We may sell the Vehicle as if We were the owner of the Vehicle;
 - 19.3.2. We will pass all ownership to the Vehicle to the buyer;
 - 19.3.3. We will use the proceeds of sale to pay:
 - 19.3.3.1. 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;
 - 19.3.3.2. secondly to pay Your Debt and to hold any balance for You. We are not required to

DEFAULT – RIGHT TO SELL OR DISPOSE OF ANY VEHICLE

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**").

- give You any interest
on the balance; and
- 19.4. if the proceeds of sale are insufficient to discharge:
- 19.4.1. all or any part of the costs described in Condition 19.3.3.1; and
- 19.4.2. 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.
20. Before We sell or dispose of any Vehicle, 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 Vehicle. We do not agree to give You any further notice of any intended sale.
21. Where We decide to sell, We will sell the Vehicle by any method(s) reasonably available to achieve a selling price reasonably obtainable in the open market, taking into account the costs of sale.
22. If, in Our opinion the Vehicle cannot reasonably and economically be sold (for any reason whatsoever) or it remains unsold despite Our efforts, You authorise Us to treat such Vehicle as abandoned by You and destroy or otherwise dispose of it at Your cost (and this cost will be added to Your Debt).
23. In respect of any items within the Vehicle that contain personal data (within the meaning of applicable data protection laws) or items 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 25 applies, We will dispose of or destroy such items at Your cost (and this cost will be added to Your Debt).
24. We may also dispose of a Vehicle if it is damaged due to fire, flood or any other event that has made the Vehicle (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 Vehicle (or, where possible, We will try to give You prior notice).
25. You agree that We may immediately move, sell or dispose of any items that You leave unattended in common areas or outside of Your Space at any time with no liability to You. Where possible, We will try to give You prior notice.

ACCESS

26. You have the right to access the Space during the Licence Period only for the purposes of depositing, removing or inspecting any Vehicle and Your regular inspection of the Space and Vehicle for damage. You are not permitted to have access to the Space for any other purposes.
27. You have the right to access the Space during that Car Park's access hours as notified to You from time to time, and We will try to provide advance warning of any limitation in these access hours by providing notices at the Car Park.
28. Only You and persons authorised in writing or accompanied by You will be allowed to have access to

the Car Park. This includes any "Authorised Person – Authorised for Entry" (as defined in Condition 57.2) 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 the Car Park. 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 Car Park, the security of the Car Park or of any other vehicles in the Car Park or their contents may be put at risk.

29. You permit Us and Our agents and contractors to access any Vehicle, if necessary by forcing entry into the Vehicle to gain access, 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):
- 29.1. if We reasonably believe that the Vehicle contains any items described in Condition 32, save for Condition 32.10;
- 29.2. for the purpose of checking whether the Vehicle contains any items described in Condition 32 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;
- 29.3. 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;
- 29.4. for any purpose if We believe it is necessary in an emergency;
- 29.5. to obtain access for relocation purposes in accordance with Condition 36;
- 29.6. to obtain access in accordance with Our powers if You have not made Prompt Payment of Your Debt; or
- 29.7. to prevent injury or damage to persons or property, and in such circumstances We will try to limit any damage to Your Vehicle to that which is necessary given the circumstances, however any forced entry into Your Vehicle pursuant to this Condition is at Your risk and We will not be liable for any loss or damage caused as a result (except for loss or damage caused by the negligence or breach of this Licence by Us, Our agents or contractors, which is subject to the limitation of Our liability contained in Condition 43).

CONDITIONS

30. Each Vehicle must legally belong to You or Your employer, unless You tell Us otherwise on the Licence Form.
31. You must ensure that Your employees and agents (including Your Authorised Persons) observe the rights granted to You under this Licence and comply with the reasonable directions of any of Our employees, agents and contractors at the Car Park and any further regulations or instructions for the use, safety and security of the Space and the Car Park which We may issue from time to time. You will be fully responsible for Your employees and agents (including Your Authorised Persons).

32. You must not (and You must not allow any other person to) store on a Space or in any Vehicle:
- 32.1. any petroleum spirit or other fuel, or any flammable, self-combustible, dangerous, oxidising or explosive materials, liquids or gases, including paint, petrol, oil, cleaning solvents, gas cylinders, cellulose nitrate film and fireworks, except such as may happen to be in the tank or engine of any vehicle parked in a Space which must not be kept outside of the tank or engine of any Vehicle whilst it is parked in the Car Park;
 - 32.2. food or perishable goods unless approved by Us and provided that they are protected from and do not attract vermin;
 - 32.3. plants, birds, fish, animals or any other creatures, but this will not prevent You (or someone authorised to use the Space) from bringing a guide dog with You to the Space during Your visit;
 - 32.4. firearms, weapons, ammunition, explosives or the components thereof;
 - 32.5. chemicals, radioactive materials, biological agents or asbestos;
 - 32.6. pollutants, toxic or hazardous materials or contaminated goods or other materials of a potentially dangerous nature;
 - 32.7. power inverters or power generators;
 - 32.8. any illegal substances, illegal items or goods illegally obtained, including counterfeit goods, illicit (smuggled/counterfeit) tobacco, illicit alcohol, unlicensed medicines or unsafe goods (including toys, electrical items, cosmetics and fireworks);
 - 32.9. compressed non-flammable gases without Our written consent and in accordance with Our specific requirements;
 - 32.10. any item of high value requiring specialist storage (including without limitation jewellery, money, bullion, deeds, bonds, securities, stamps, antiques, fine art or fine wines);
 - 32.11. any tyres other than those fixed to the Vehicle for the purposes of driving the Vehicle, or those kept in the Vehicle for emergency use; or
 - 32.12. cremation ashes,
- and You will be liable under Condition 50 if You store or keep any of these items in any Vehicle or Space. Where We discover any of these items in a Space or any Vehicle, 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 the Vehicle or Space. 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.
33. You must not (and You must not allow any other person to):
- 33.1. use any Space for any purpose other than for the parking of one (1) Vehicle per Space;
 - 33.2. use the Space or any Vehicle in the Space as living accommodation, which includes living in any caravan parked in a Space;
 - 33.3. use any charging equipment (including power banks, portable chargers or similar) in the Vehicle when You are not in the Vehicle or when the Store reception is closed;
 - 33.4. use any power inverters or power generators;
 - 33.5. use more than one (1) computer server at any time in any Vehicle or Space;
- 33.6. carry out crypto mining in any Vehicle or Space;
 - 33.7. park (or permit to be parked) any Vehicle on any part of the Car Park except as authorised under this Licence or as may be designated by Us from time to time in Our absolute discretion;
 - 33.8. cause or allow any damage to any Space or to the Car Park or to any equipment or other vehicles or any adjoining or neighbouring property, and in the event of any such damage being caused, to make good the same to Our reasonable satisfaction, at Your own expense;
 - 33.9. do or permit to be done in the Car Park anything which may render Us liable to pay, in respect of the Car Park or any adjoining or neighbouring property, more than the ordinary rate of premium for the insurance of such Car Park, or which may invalidate any policy for such insurance, and to repay to Us all premiums and expenses We incur by Your breach of this condition;
 - 33.10. cause the drains or gullies servicing the Car Park or any adjoining or neighbouring property to be impeded or blocked up, and not to permit oil, grease, petroleum or any other similar matter or substance to enter such drains or gullies;
 - 33.11. drive or permit to be driven a Vehicle in the Car Park or Car Park access ways at faster than reasonable walking pace, nor to allow the unreasonably noisy running or tuning of a Vehicle engine nor the charging of a vehicle electric battery in the Car Park or Car Park access ways, and to give every reasonable consideration to others using the Car Park;
 - 33.12. erect any building, sign or structure in the Spaces or Car Park, or part of the Spaces or Car Park;
 - 33.13. leave any waste or refuse that is created by storing the Vehicle, and You will be charged the reasonable costs of disposing of such waste or refuse if You do not comply with this Condition;
 - 33.14. carry out repairs, maintenance, painting or washing of any Vehicle parked on any Space, save for emergency repairs to any Vehicle as are necessary to ensure its roadworthiness;
 - 33.15. obstruct in any way any Car Park access ways or any other parking spaces, save for in an emergency;
 - 33.16. ignore any regulations in force from time to time at the Car Park and in particular You undertake to observe and comply with any "No Smoking" policy that is in effect in the Car Park; or
 - 33.17. sub-licence the rights granted over any Space (or part of a Space) pursuant to this Licence.
34. You must (and You must ensure that Your agents):
- 34.1. use reasonable care when at the Car Park or using the Space and take all reasonable care in respect of the Space, the Car Park, and the property of Us or any other users or licensees or other persons at the Car Park;
 - 34.2. conduct Your activities and ensure that Your rights under this Licence are so exercised as to not in any way interfere with the enjoyment of any part of the Car Park or any adjoining or neighbouring property by the users of such

- part of the Car Park or property at any time, or otherwise cause any damage, nuisance, annoyance or inconvenience;
- 34.3. keep the Space clean, tidy and clear of litter; and
- 34.4. ensure that the operating licence of the Vehicle (if applicable) does not prohibit parking at the Car Park.
- 35. You agree to comply with this Licence and all relevant laws and regulations that are or may be applicable to the use of the Spaces. This includes ensuring that any Vehicle parked in a Space will be fully taxed and licensed. 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.

Relocation

- 36. This Licence does not give You any right to exclusive possession of the Space. We may at any time require You to relocate Your Vehicle to another Space or Car Park specified by Us, which will not be smaller than the current Space:
 - 36.1. in the event of a fire or flood or other incident or occurrence at the Car Park which in Our opinion requires the Space or any part of the Car Park 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
 - 36.2. at any time by giving You seven (7) days' written notice if We close the Car Park or any part of the Car Park for redevelopment; or
 - 36.3. by giving You seven (7) days' written notice if Your Debt has not been paid for a period of seven (7) days,
 in these circumstances, where We have given You prior notice, You must remove any Vehicle from the current designated Space and move it to the new designated Space within the given notice period. The Vehicle may need to be moved to another Car Park, which We will try to ensure is as near as possible to the original Car Park 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.
- 37. If You do not arrange for the relocation of a Vehicle by the date specified in Our notice (where applicable) in accordance with Condition 36, We and Our agents and contractors may access the Vehicle, by forcing entry pursuant to Condition 29 if necessary, and relocate it to:
 - 37.1. an alternative Space (which may be in a different Car Park), if We have required You to relocate Your Vehicle under Condition 36.1 or 36.2; or
 - 37.2. other storage at Your expense, if Your Debt has not been paid for a period of seven (7) days and We have required You to relocate Your Vehicle under Condition 36.3. In such circumstances We may hold the warehouse receipt to secure payment of all unpaid storage charges due under this Licence or to sell the Vehicle pursuant to law. We also reserve the right to have the Vehicle clamped by a recognised clamping agency until payment is received in full.
 Any action that We undertake during this removal process will be at Your risk (except for loss or damage caused by the negligence or breach of this Licence by Us, Our agents or contractors, which is subject to the

- limitation of Our liability contained in Condition 43).
- 38. If the Vehicle is moved to an alternative Space, this Licence will be varied by the substitution of the alternative Space number and/or Car Park but will otherwise continue in full force and effect and Our Licence Fees at the rate set out on the Licence Form will continue to apply to the alternative Space and/or Car Park.

Other conditions

- 39. You must ensure that the Space and Car Park are suitable for the storage of the Vehicles that You park or intend to park in it. We strongly advise You to inspect the Car Park and Space before storing any Vehicle in any Space, and from time to time throughout the period of this Licence.
- 40. We may refuse to permit You to store any Vehicle or require You to collect any Vehicle from the Car Park if, in Our opinion, the safety of any person at the Car Park, or the security of the Space or its contents, or other spaces at the Car Park or their contents would be put at risk by the storage or continued storage of any such Vehicle.
- 41. We, Our employees or agents will have the right to move any Vehicle parked in the Car Park that is not properly parked or is parked otherwise than in any of the Spaces, or which is causing or may cause an obstruction to any person or persons using the Car Park or its access ways.
- 42. If at any time during the Licence Period it is necessary for Us to carry out any repairs or other works to the Car Park or to any adjoining or neighbouring property or any associated sewers, drains, pipes or wires, then the rights granted pursuant to this Licence (or any of them) may be suspended for the period of such works upon seven (7) days' notice and Our Licence Fees (or a proportionate part thereof taking into account the number of Spaces affected) will cease to be payable until the Spaces will again be made available for use.

RISK AND RESPONSIBILITY

Liability

- 43. Without limiting Condition 45, Your driving and parking of the Vehicle in the Car Park and on its access ways and storage of any contents in the Vehicle are at Your sole risk. You will be responsible for and bear the risk of any and all theft, damage to, and deterioration of the Vehicle except where it is caused by Our negligence or breach of contract, in which case Our total liability will in no circumstances (except for in the circumstances provided at Condition 43.5) exceed the full Replacement Value of the Vehicle (as set out in Condition 44)). Without limiting the rest of this Condition, We exclude all liability in respect of loss or damage:
 - 43.1. to Your business (if any), any business interruption or loss of any business opportunity or profits;
 - 43.2. to any person or property of any nature left in or on any Vehicle or in the Car Park;
 - 43.3. to any unauthorised vehicle parked in any Space;
 - 43.4. that is not a foreseeable consequence of a breach. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time that Licence was made, both We and You knew that the loss might happen; and
 - 43.5. to a Vehicle, caused by Normal Perils (except where theft, damage to or deterioration of a Vehicle occurs due to Our negligence or

breach of contract) above the sum of £100 which We consider to be the normal excess on a standard insurance policy whether or not that policy would cover the Vehicle. As described in Condition 47, You must ensure that Your goods are insured at all times.

44. The Replacement Value of the Vehicle is the value as specified by You in the Licence Form or such alternative amount that You notify to Us in writing from time to time, and which is subject to verification by evidence of such value in the case of a claim ("Replacement Value").
45. We do not exclude Our 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.
46. 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 a Vehicle. These circumstances include, for example, any natural disaster, riot, accident, breakdown of plant or machinery, fire, flood, electrical power failures, threat of or actual terrorism or environmental or health emergency or hazard, or access of any Vehicle, Space or Car Park by, or arrest or seizure or confiscation of a Vehicle by competent authorities. We do not agree and are not obliged by this Licence to maintain the safety or security of the Vehicle, the Space or the Car Park in order to keep a Vehicle free from damage or loss in the event of circumstances which are outside Our reasonable control. We will not be responsible for failing to allow access to a Vehicle 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.

Insurance

47. You must hold insurance cover in respect of each of Your Vehicles to the full Replacement Value of such Vehicle and any property inside it, in respect of damage, theft and third party liability and against all Normal Perils. We do not accept liability for any theft, loss or damage to any of Your Vehicles or any property inside them. You must provide 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 through the Licence Period.
48. 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.
49. You will not allow any insurance cover We require You to hold to lapse at any time 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.

Compensation

50. 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 persons at the Car Park which arise out of:

- 50.1. Your breach of this Licence or a breach by any of Your agents or employees;
- 50.2. any damage to:
 - 50.2.1. any Space, the Car Park or to any equipment or other vehicles in the Car Park or its access ways or to any adjoining or neighbouring property or any associated sewers, drains, pipes or wires;
 - 50.2.2. any person's property; and
 - 50.2.3. other vehicles using the Car Park;
- 50.3. any dispute as to the ownership of a Space or Car Park as to the person who is entitled by law to have possession of the Space; and
- 50.4. Our enforcement of any of the Conditions of this Licence.

PERSONAL INFORMATION

51. 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.
52. 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.
53. 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 apply to Us for insurance We will pass Your details on to the insurer. The insurer may put information provided by You onto a register of claims and share it with other insurers to prevent fraudulent claims.
54. 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.
55. 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.
56. 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 uses 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.

57. 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:
 - 57.1. manage Your account ("**Authorised Person – Authorised For Account Access**") – see Condition 58; and/or
 - 57.2. have access to the vehicle ("**Authorised Person – Authorised For Entry**"), and We will allow such "Authorised Person – Authorised For Entry" to have access to and to enter Your vehicle, (both, an "Authorised Person").
58. 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.
59. 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.
60. 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 57, 58 and 59 above.
61. 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.
62. 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.
63. 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

64. Without affecting Condition 20, 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 will 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.
65. 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 will be Our address set out on the Licence Form.

66. A notice will be served at the time of personal delivery or forty eight (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.
67. 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

68. This Licence may be terminated by either party giving no less than twenty eight (28) days' written notice to the other, which will take effect on the Termination Date.
69. This Licence will immediately terminate if, for any reason, We cease to hold any part of the Car Park under a lease from Our landlord, however We will try to give You notice if possible. Such termination will be without prejudice to any right of action or remedy that We may have in respect of any prior breach of this Licence by You.
70. Either You or We may terminate this Licence 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 but is not limited to a failure by You to pay all Our Licence Fees and other charges due to Us under this Licence or a failure by You to comply with Conditions 32 and 33. The Termination Date will 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 64 to 67.
71. Where this Licence is terminated and You have paid more of Our Licence Fees than are due at the Termination Date, a pro-rata refund of Our Licence Fees will be payable by Us to You.

GENERAL

72. This section sets out why and how We might change the terms of this Licence and explains what rights You have if We do.
 - 72.1. Subject to Conditions 72.3 and 72.4, below, We may, at any time, vary the terms of this Licence to reflect:
 - 72.1.1. any changes to the services We provide to You; and
 - 72.1.2. changes in the law or as a result of regulatory changes;
 - 72.2. Any variation to the terms of this Licence made in accordance with Condition 72.1, 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**".
 - 72.3. At least forty five (45) days before We make any Major Change to the terms of this Licence, as described in Condition 72.1, above, We will provide notice of the change to You by email or post.
 - 72.4. 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:

72.4.1. the Termination Date shall be the day before the change is made; and

72.4.2. Conditions 68 to 71 of this Licence will apply.

72.5. 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.

72.6. 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.

73. We may alter Our Licence Fees at any time by giving You written notice and the new Licence Fees will 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 68.

74. 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 different Car Park). 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.

75. 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.

76. 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.

77. You may not assign any of Your rights under this Licence or provide the Space to any other person, firm or company without Our prior written consent.

78. Where You are two or more persons under this Licence, each person takes on the obligations under this Licence separately.

79. This Licence is between You and Us. No other person will have any rights to enforce any of the Conditions.

80. This Licence will be governed by English law and any dispute or claim that either You or We bring will be decided exclusively by the Courts of England and Wales.

81. Before taking any court proceedings for anything arising out of this Licence (apart from emergency court proceedings), the complaining party must inform the other person in writing of the dispute in as much detail as possible and You and We agree to try informal conciliation within twenty (20) business days of the notice of the dispute. If the dispute cannot be resolved, You and We agree to use the Centre for Effective Dispute Solution (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.

82. 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 and click on "About Us" or please telephone 0800 783 4949.

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:-

- 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 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 by the Fire Brigade.
- Illness & Injury** If you feel ill, are seriously injured or feel under threat use the emergency telephones located 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. 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.

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