

# Your Customer Licence Terms & Conditions

## Terms and Conditions of Licence of a Room to Store Goods

<b>Access Hours</b>	the hours We permit You to access the Room
<b>Alcohol Storage</b>	the storage of wine and/or other alcoholic beverages within a dedicated storage cellar at the Store
<b>Application Form</b>	the application form for the Enhanced Liability Service
<b>Conditions</b>	these terms and conditions, including the General Conditions and any additional terms and conditions that apply to the particular licence You have
<b>Deposit</b>	the amount specified on the Licence Form
<b>Due Date</b>	the Start Date for the first four (4) weeks of this Licence and the corresponding date for each following period of four (4) weeks, or such other date We agree in writing with You
<b>Electronic Items</b>	all items of consumer and commercial electrical appliances and instruments including but not limited to mobile phones, radios, televisions, computers, computer software, hard drives, chips, microchips, printed circuit boards and their components, modems, monitors, cameras, fax machines, photocopiers, VCRs, Hi-Fis, stereos, CD players, DVD players and the like. Heavy electrical items such as switch gear, turbines, generators and the like shall be deemed not to be electronic items
<b>Enhanced Liability Service</b>	the additional service We offer where We accept additional responsibility in relation to the Goods, as described in Condition 41 and the Additional Terms set out in Conditions 101 to 123
<b>Full New Replacement Value</b>	the replacement value of the Goods if they can be purchased new, or (in relation only to any Goods which cannot be purchased new such as antiques or works of art), the current market value for such Goods. Such value shall be as specified by You on the Inventory on the Application Form or such alternative amount that You notify to Us in writing from time to time or as We obtain from a registered dealer in the relevant products
<b>General Conditions</b>	the Conditions set out from Conditions 1 to 83 of This Licence
<b>The Goods</b>	anything You store in the Room at any time during the Licence Period
<b>Licence Form</b>	the Licence Form You have signed and completed
<b>Licence Period</b>	the period commencing on the Start Date and ending on the Termination Date
<b>Minimum Storage Period</b>	the minimum storage period stated on the Licence Form
<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>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

## Our Rent

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 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

## Prompt Payment

## Room

## Start Date Store

## StorID Mobile App

## Termination Date

## Termination Notice Period This Licence

## We, Us, Our

## You, Your

## Your Debt

- VAT will be chargeable on sums payable where required by the UK VAT legislation.
- 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

- 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.
- You are deemed to have knowledge of the Goods in the Room.
- This Licence does not:
  - create a tenancy or lease or the relationship of landlord and tenant between You and Us; or
  - mean that We are bailees, custodians or warehousemen of the Goods.
- 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

- 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:
  - any breach of Conditions 31 and 34;
  - Your Debt or any unpaid removal or other charges;
  - any other obligation to Us that You have not performed; or
  - 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.
- 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 56.
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, or persons authorised within the StorID Mobile App, 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 or if You withdraw it through the StorID Mobile App. 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.
- 28.1 Using Big Yellow's StorID Mobile App
- 28.1.1 In some Stores, the StorID Mobile App shall be provided to You in order for You to have PIN free access to the Store and the Storage area.
- 28.1.2 Use of the StorID Mobile App is available in Store and the Storage area where it is in operation.
- 28.1.3 We have the right to modify, add, or remove any feature of the StorID Mobile App without prior notification to You, including to reflect (i) any changes to the StorID Mobile App services; (ii) any updates to improve and strengthen security or (iii) changes in the law. Any such change to the StorID Mobile App does not entail a change to this Licence.
- 28.1.4 Only You or persons authorised by You can use the StorID Mobile App to access the Store and the Storage area.
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.

#### 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 the Store, Storage area or your Room to any unauthorised person including by sharing your PIN, padlock combination, padlock key or use of the StorID Mobile App. Any person authorised by You 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) authorised by You to have 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 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 cremation ashes,
- 31.14

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.

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.
- 41.2 We exclude all liability in respect of loss or damage:
- 41.3 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
- 41.4 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 (""), 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 Termination Notice Period stated on the Licence Form. Termination takes effect on the expiry of that period (the "Termination Date") (if this Licence is not 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 by written notice with immediate effect (or such other notice period as specified in the Termination Notice in your Licence Form) if the other party 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 seven (7) 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:
 

<b>The Goods</b>	the wine and/or other alcoholic beverages You store in the Room at any time during the Licence Period
<b>Room</b>	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
- 90.3 that You have complied with Conditions 38 and 88.
- 90.4 Should Your 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:

<b>Items</b>	<b>Limit of Compensation</b>
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

Items	Limit of Compensation
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.

Jan 26 Version