

FARROWFIELD ESTATES LIMITED CONTAINER LICENCE TERMS AND CONDITIONS

1.The parties have agreed and do hereby agree as follows:

2. DEFINITIONS AND INTERPRETATIONS, A. Definitions

In this Agreement unless there is something in the contents or subjects inconsistent therewith:

- I.** "Agreement" means these presents and any document which is supplemental thereto or which is expressed to be collateral herewith or any document which is entered into in accordance with this Agreement;
- II.** "Property" means the property that is owned by the Owner at the following address: **Farrowfield Estate, Roundstone Lane, Angmering, West Sussex BN16 4AT**
- III.** "Storage Space" means the allocated space at the Property owned by the Owner that the Licensee shall rent under this Agreement and as further described and specified within this Agreement at the clause titled Allocation of Storage Space;
- IV.** "Owner" means the person as specified to be the Owner under this agreement and any and all persons deriving title from them;
- V.** "Licensee" means the designated Licensee and any personal representatives of them;
- VI.** "the period of this Agreement" or any variation thereof means the duration that this licence of the Storage Space will be granted to the Licensee for as specified in this Agreement together with any continuation of that duration thereof;
- VII.** "the start date of this Agreement" or any variation thereof means the date stated on the front page of this Agreement (“the Commencement Date”);
- VIII.** "Data Protection Laws" means the relevant laws, statutes, legislation, orders, regulations or any other relevant rules which may be applicable to the processing of personal data to which a party to this agreement is subject to, including the GDPR and the Data Protection Act 2018 and any modification thereof;
- IX.** "Jointly and Severally Liable" means that, where more than one individual is the Owner each individual shall be fully liable for the obligations of the other individuals to the Licensee as set out under this agreement. Where the Licensee is more than one individual, each individual shall be fully liable for the obligations of the other individuals to the Owner as set out under this Agreement;
- X.** "Storage Charge" means the amount payable by the Licensee to the Owner as set out under this Agreement.
- XI.** "Normal insurable risks" means any loss, damage or injury to goods stored in the Storage Space which is caused by fire, explosion, storm, lightning, flood, earthquake, leaking/bursting pipes, theft through forced and violent means of entry and/or exit, riot, strike, civil commotion, malicious damage and impact by vehicles.
- XII.** “The Permitted Access Hours” means the hours between 06:30 hours to 20:30 hours seven days a week

B. Interpretations

- I.** Words which import the neuter gender only shall include the masculine and feminine genders; words importing the masculine gender only shall include the feminine gender and vice versa.
- II.** Words which import the singular only shall also include the plural and vice versa; where two or more persons are included in the expression "the Licensee", or any variation thereof, obligations contained within this agreement which are to be made by the Licensee shall be binding jointly and severally on them and their respective representatives and executors.
- III.** Words importing persons, where that person is not the Licensee, include companies and vice versa.
- IV.** Reference to any Act of Parliament shall include any modification, re-enactment, amendment or extension thereof for the time of it being in force and shall also include all orders, plans, regulations, directions, permissions, bye-laws and instruments for the time being made, issued or given thereunder or deriving validity therefrom.
- V.** Where any obligation placed on the Licensee under this agreement provides for the Licensee not to do an act or thing this shall include an obligation not to permit such act or thing to be done and to prevent any such act or thing being done by a third party.
- VI.** Any reference to the necessary consent or approval of the Owner or words and phrases with similar effect shall mean the consent or approval of the Owner in writing executed by or on behalf of the Owner.
- VII.** Where there is any reference to the right of the Owner to have access to the Storage Space this shall be understood as to extend this right to any persons authorised to do so on behalf of the Owner including but not limited to workmen, contractors, agents, professional advisors and others.

3. PURPOSE

The Owner shall upon payment of the Storage Charge, and any other payments due or which may become due to the Owner under this agreement, make and keep available for the Licensee the Storage Space for the sole purpose of the storage of the Licensee's goods and possessions. The Owner may, without prejudice to any other rights or remedies available to them, exclude the Licensee from the Property and the Storage Space where they are in breach of any terms or provisions contained herein until such time as any breach is remedied by the Licensee.

4. PERIOD OF THE AGREEMENT

- A.** Unless otherwise agreed between the parties, this Agreement shall commence on the Commencement Date and shall continue for a minimum period of one month and thereafter on a monthly basis until it is terminated by either party by giving to the other not less than **14 DAYS** prior written notice on the intended date on which this Agreement should terminate. No refund of Storage Charge shall be paid for any partial or incomplete month.
- B.** Upon the termination of the Agreement, regardless of the reason for termination, the Licensee shall remove all of their goods from the Storage Space and all and keys or other relevant security and access devices to the Storage Space and/or the Property shall be returned to the Owner.

5. ALLOCATION OF STORAGE SPACE

- A.** The Licensee shall be entitled to store, upon payment of the Storage Charge, goods and belongings in the Storage Space at the Property bearing the unit number stated on the front page of this Agreement
- B.** Under the terms of the Agreement, the Licensee shall have a non-exclusive right to possession of the Storage Space and the Owner reserves the right to transfer the Licensee's goods to another storage Space or storage spaces within the Property by giving the Licensee 2 weeks notice and in such event this Agreement shall apply to the newly allocated storage space in similar fashion to the Storage Space provided that the newly allocated storage space or spaces shall be of no less size or higher price than that occupied by the Licensee prior to such transfer.
- C.** The Licensee agrees and acknowledges in signing this Agreement that the Storage Space is fit and suitable for the Licensee's purposes and for the storage of their goods.

6. STORAGE CHARGE

- A.** The Storage Charge will be payable by the Licensee to the Owner for the use of the Storage Space on a **monthly** in advance basis. The Licensee shall pay to the Owner the amount of set out on the front page of this Agreement every month for the duration of this Agreement with the first payment being due on or before the Commencement Date with each subsequent monthly payment from this date covering the month immediately following the one in which payment is made. The Owner shall invoice the Licensee each month for the Storage Charge and any other relevant charges which may apply under this Agreement or otherwise. The Licensee undertakes and agrees to comply with the Owner's payment terms and acknowledges that breaking those terms shall constitute a breach of this Agreement.
- B.** Where the Licensee fails to pay the Storage Charge to the Owner, the Owner may serve upon the Licensee a notice for payment or removal of all items from the Storage Space. In the event where the Licensee is in arrears of the Storage Charge the Owner reserves the right to remove the Licensee's right of access to the Property and use of the Storage Space.

7. KEYS AND SECURITY DEVICES

- A.** The Owner shall provide the Licensee with any necessary keys, access code, or security device which is necessary to gain access to the Storage Space during the period of this Agreement. The Licensee shall only seek access to the Storage Space during the Permitted Access Hours.
- B.** The Licensee shall return any keys, access code or security device to the Owner upon the termination of this Agreement or where the Licensee is directed to do so by the Owner. Where any keys, access code or security device is lost or damaged by the Licensee or any persons connected therewith the cost of replacing the lost or damaged item shall be covered by the Licensee.

8. LICENSEE'S OBLIGATIONS

- A.** The Licensee shall keep the Storage Space in a good and clean condition free from any damage or injury. The Licensee shall not use the Storage Space or permit or suffer to be done any act or thing on the Owner's property which may result in any insurance policy being void or voidable or the rate of premium for such policy to increase.
- B.** The Licensee and any persons connected therewith shall comply with all and any relevant legislation and regulations relating to the goods and storage thereof while also following any and all fire, safety and security precautions, regulations or instructions displayed by the Owner on the Property or as directed by the Owner or any representatives thereof and shall ensure that the Storage Space is safe and secure at all times.

- C.** Where the Licensee intends to receive a delivery to the Storage Space the Licensee shall ensure that the Licensee or a suitable appointee shall be available to receive the delivery and store the same in a safe and secure manner in the Storage Space.
- D.** The Licensee undertakes and warrants to the Owner from the Commencement Date and throughout the Period of this Agreement that:
- I.** he is the owner and/or entitled to the lawful possession of the goods which may be stored in the Storage Space from time to time;
- II.** the Licensee shall not store or allow or suffer to be stored in the Storage Space any of the following items:
- a.** perishable goods or foods; **b.** animals, birds, fish, insects or any other living creatures; **c.** weapons, firearms, ammunition or explosives; **d.** illegal substances, items and goods or any other items which have been obtained illegally; **e.** any flammable or combustible items, materials or liquids such as fuels, oil or solvents; **f.** toxic waste, asbestos and any other potentially harmful and dangerous materials or things; **g.** any goods or items which emit fumes, smells or odours;
- III.** all goods and items kept and stored in the Storage Space shall be properly packaged and stored securely and properly.
- E.** The Licensee shall not use the Storage Space, the Property and any parts thereof other than for its specified purpose and use as set out under this Agreement and shall not carry on, use or permit the Storage Space to be used for any noisy, offensive or dangerous trade, manufacture, business or occupation, nor for any illegal or immoral purpose, nor to do or suffer to be done on the Storage Space any act or occurrence or thing that in the opinion of the Owner may or will become a nuisance, annoyance, damage, disturbance or inconvenience to the prejudice of the Owner or to the occupiers or owners of any relevant adjoining or neighbouring properties, nor to make or suffer to be made any common parts of the Storage Space, the Property or any parts thereof (or parts not let to the Licensee) untidy, littered or obstructed and to use the Storage Space and any common parts with the utmost consideration for all and any other occupiers of the Property and any parts thereof and to keep the Owner fully indemnified in relation to and against all actions, proceedings, damages, costs, expenses, demands and claims whatsoever arising out of or in consequence of any breach or non-observance of the foregoing obligations and without prejudice to the foregoing generality not to use or permit the Storage Space to be used otherwise than for the storage of goods under the terms and conditions herein contained.
- F.** Where the Storage Space is subject to any damage or destruction the Licensee shall give notice of this to the Owner immediately providing details on the extent and scale of any such damage or destruction and the cause thereof. The Licensee shall also inform the Owner immediately where any defect is found in the Storage Space, the Property or any parts thereof.
- G.** The Licensee shall indemnify and keep indemnified the Owner against:
- I.** any and all demands, claims or proceedings brought against the Owner as a result of any dispute regarding the ownership of the goods stored in the Storage Space or who is entitled to such possession of those goods or the dangerous, infectious, contagious nature or characteristics of the goods and against all and any costs, expenses, damages, charges or loss suffered by the Owner as the result of such demands, claims or proceedings;
- II.** any and all claims which may arise due to damage or injury caused to the Storage Space, the Property, any persons connected to the Owner, or any other goods by the Licensee or any persons connected to them;
- III.** any costs, charges or claims whatsoever which may arise or result from the use of the Storage Space by the Licensee or any persons connected to them; and
- IV.** any and all loss incurred by the Owner due to water damage or leakage from goods stored in the Storage Space, or from the Licensee smoking in the Storage Space.
- H.** The Licensee shall allow the Owner access to the Storage Space at all times throughout the period of the Agreement without permission and shall remove all or any of the goods stored in the Storage Space for the purposes of repair, inspection and cleaning or where the Owner believes entry is required in the interests of safety or to prevent damage to the Storage Space, the Property or persons. Where any goods kept within the Storage Space are damaged in the course of the Owner gaining access to the Storage Space, the Owner shall not be liable for this except where such damage is due to negligence on behalf of the Owner or any persons connected to them.
- I.** At no point under this Agreement, unless agreed with the Owner, shall the Licensee be permitted to deduct or set off any amounts due to them by the Owner against any payments which are or may become due by the Licensee under this Agreement.
- J.** This Agreement and everything contained herein is personal to the Owner and the Licensee and shall not be assigned or transferred by any other means by the Licensee without the prior written consent of the Owner.
- K.** The Licensee shall not attempt to gain access to the Storage Space outside the Permitted Access Hours.

9. INSURANCE AND RISK

- A.** Storage of any goods and items in the Storage Space is undertaken at the Licensee's own risk. The Owner excludes all liability relating to any loss or damage incurred by the Licensee or their business, if any, including loss in profits, business interruption, consequential loss and all liability in respect of damage to the goods.
- B.** The Licensee warrants and undertakes to insure the goods against all normal insurable risks prior to bringing such goods into the Storage Space for the full replacement value thereof and shall not permit such insurance policy to lapse while all and any of the goods remain in the Storage Space. Where so requested by the Owner the Licensee shall provide the Owner with evidence of insurance by providing a copy of the relevant insurance policy or certificate.
- C.** The Owner shall not be responsible for insuring the goods kept in the Storage Space by the Licensee at any point during the period of this Agreement.

10. PROVISOS

- A.** The Owner will have a general right of lien on all goods the Licensee has in its possession kept in the Storage Space for all and any sums due to them by the Licensee under this Agreement. The Owner reserves the right to charge the Licensee the full Storage Charge when the Owner is exercising its right of lien over the goods of the Licensee and all other terms and conditions contained herein shall continue to apply.
- B.** In the event that the Licensee fails to pay any sum due to the Owner under this Agreement or is in breach on any of the conditions contained herein, the Owner shall able to terminate this Agreement forthwith and, without prejudice to any other rights or remedies available to them:
- I.** the Owner shall have the right to serve notice to the Licensee of its intention to sell the goods stored in the Storage Space which the Owner has a right of lien over in order to meet any payment which remains unpaid by the Licensee for more than 10 days following the due date for payment. Where the Licensee does not pay the full amount due to the Owner within 21 days from the date on which notice of intention to sell was given, the Owner shall be able at its discretion to dispose of the goods at a public auction or otherwise or by destroying said goods. The proceeds made from the sale of such goods shall be used by the Owner to cover the sums due from any unpaid Storage Charge or any other sums due under this Agreement and any costs incurred by the Owner for the sale or destruction of the goods and the Licensee will only be permitted to reclaim any remaining balance thereafter. Where the goods of the Licensee have been sold in accordance with this condition, this shall not prejudice the right of the Owner to recover any further outstanding balance from the Licensee once the proceeds from the sale of goods as has been applied.
- C.** Where the Licensee suffers any loss or damage due to the Owner's performance of their obligations set out under this Agreement being hindered, obstructed, prevented or delayed as a result of any Act of God, riot, trade dispute, accident, break-down, strike, fire, explosion, flood, storm, strain or difficulty in obtaining transport, materials, workmen or any and all other circumstances outside of the Owner's control which may affect the supplies, provisions or availability for the Storage Space, the owner will not be liable.
- D.** Except where so provided by the law, the Owner shall not be liable for any loss, injury, damage or delay of any form whatsoever regardless of whether such loss, injury, damage or delay was due or connected to negligence or any other act, mistake, omission or error of any person and whether in connection with the performance of the obligations of the Owner under this Agreement or otherwise. The Owner shall not be liable for any consequential loss.
- E.** Where the Licensee wishes to make any relevant claim against the Owner, such claim must be submitted in writing within seven days of the event giving rise to the claim for the Owner to be liable. Where any claim is not made within seven days, the Owner shall not be liable under any circumstances whatsoever.
- F.** The Owner reserves the right to refuse to accept, handle, store, transport or carry any goods and where the Owner does accept storage of goods this shall not be treated as granting or implying any warranty as to fitness for storage of the goods.
- G.** All notices or communications required to be sent under this Agreement shall be made in writing. Any and all notices to the Licensee shall be sufficiently served if sent by email and/or recorded delivery post. Where notice is sent by email it shall be sufficiently served if sent to the relevant email address supplied to the Owner by the Licensee on or before the start date of this Agreement and any notice sent by email shall have been deemed duly served 48 hours after the day of sending as recorded on the device from which it was sent. Any notice to the Owner shall be sufficiently served if sent by email to the relevant email address supplied to the Licensee by the Owner on or before the start date of this Agreement and any notice sent by email shall have been deemed duly served 48 hours after the day of sending as recorded on the device from which it was sent. A notice shall be considered sufficiently sent where it can be proven that the email was sent and addressed to the Licensee or the Owner (as the case may be) in accordance with this Clause and was sent to the relevant email address as provided by the relevant party and evidence of the time and date of the email from the device on which the email was sent. Each party shall have a duty to update the other immediately upon any change of email address to where notices shall be served. Where notice is sent by recorded delivery post (where the Licensee is an incorporated body) to its registered office or where the Licensee is a person to their last known address in Great Britain and Northern Ireland and in any other case it shall be delivered to the Licensee at the Storage Space. Notices to the Owner (where the Owner is an incorporated body) shall be deemed to have been sufficiently served where sent by recorded delivery post to its head or registered office and (where the Owner is a person) shall be sufficiently served where it is sent by recorded delivery post to them at their last known address in Great Britain or Northern Ireland. Any notice shall be deemed to have been served at the expiry of two days after the day of posting. In order to prove the serving of any such notice it shall sufficient to prove that the envelope containing the notice was duly addressed to the Licensee or the Owner (as the case may be) in accordance with this Clause and posted to the relevant location to which it was addressed.

11. NATURE OF THE AGREEMENT

Nothing in this Agreement shall be construed as to create a tenancy, lease or any relationship of landlord and tenant between the Owner and the Licensee nor shall it treated as to create or bestow upon the Licensee an exclusive right of occupancy to the Storage Space or any parts of the Property thereof. The Owner shall not be treated or regarded as a warehouse keeper.

12. THIRD PARTIES

For the purposes of the Agreements (Rights of Third Parties) Act 1999 and notwithstanding any other provision of this Agreement, this Agreement is not intended to and does not give any person who is not a Party to it any right to enforce any of its provisions.

13. SEVERABILITY

Where any accepted and recognised body of authority finds any clause, provision, undertaking, condition, obligation, term or any other stipulation within this Agreement to be unlawful or unenforceable to any such extent, such clause, provision, undertaking, condition, obligation, term or any other stipulation within this Agreement shall be severed from the remainder of the Agreement and all other remaining clauses, provisions, undertakings, conditions, obligations, terms and all and any other stipulations shall remain in effect and valid to their fullest extent as permitted by the law.

14. GOVERNING LAW

This Agreement shall be interpreted and construed in accordance with the Law of England and Wales and any dispute, difference or question of any kind which shall or may arise between the parties of this Agreement shall be determined in accordance with the law and courts of England and Wales.