

YACHT HAVENS LIMITED ("COMPANY") - TERMS & CONDITIONS OF CONTAINER HIRE/STORAGE

- 1.1 This Licence is granted strictly on the following conditions (the Conditions).
- 1.2 In these Conditions the following terms shall have the meanings set out in this clause:
- 'We'** or **'Our'** or **'Us'** shall mean the Company or any of its agents to whom the application for storage is made which may be one or more of our associated or subsidiary companies.
- 'You'** or **'Your'** shall mean the customer named overleaf.
- 'The Storage area'** shall mean the storage units, land storage or other facilities granted to You identified overleaf.
- 'The Site'** shall mean Our premises situated at the address on the Agreement which is owned and controlled by the Company.
- 'The Business Hours'** shall mean those opening hours operated by the site.
- 'Licence Fee'** shall mean the fee to be paid by You to Us in advance in the amount and on the dates set out overleaf without the necessity of demand together with interest at the rate of 5% per annum above the base lending rate or its equivalent of The Bank of England from time to time in force and that from the date due until payment in full is received by Us and subject to these Conditions.
- 'Sell Property Letter'** shall mean a letter sent by Us to You pursuant to condition 2.2 notifying You of Our intention to sell goods belonging to You after 20 days following the receipt by You of such letter pursuant to conditions 4.1 and 4.2.
- 1.3 Subject to the payment by You of the Licence Fee and to these Conditions, We give You the right (in common with Us and all others authorised by Us) to use the Storage area for the purpose of the storage of Your goods.
- 1.4 You may enter the Site but only during Business Hours.
- 1.5 This Licence shall commence on the date stated overleaf and shall continue until determined under conditions 3.1 and/or 3.2.
- 2 Your Obligations**
- 2.1 To pay to us the Licence Fee, the first payment to be made on the date set out overleaf. If that date falls partway through a monthly period as set out overleaf, the first payment shall be paid on a pro rata basis to the end of the current month unless less than 16 days remain in the current month, in which case the first payment shall be paid on a pro rata basis to the end of the following month.
- 2.2 If all or any part of the Licence Fee payable by You to Us is in any case outstanding 10 days after the date upon which it is due to be paid as set out overleaf, then we may at Our discretion serve on You a Sell Property Letter.
- 2.3 To use the Storage area for the purpose of storage of goods only.
- 2.4 Not to store combustible or inflammable materials or goods, explosives, perishable food stuff, live animals, fridges and freezers or goods which might emit odours or goods or materials of a dangerous or illegal nature, and not to do, or suffer anything to be done, in the Storage area or upon the Site which may become a nuisance or an annoyance to Us, to other users of the Site or to the occupiers of property adjoining the Site.
- 2.5 Not to store hazardous waste, including but not limited to, old tyres, fire extinguishers, fridges, dehumidifiers, paint / antifoul tins, oil containers, antifoul scrapings and other hazardous waste must be taken off-site and disposed of by a licenced waste contractor at the customer's cost. If requested, customers must provide a copy of all waste transfer notes.
- 2.6 To take reasonable care of the Storage area, returning in order found, and to pay for all damage (including accidental damage) caused by You to the Storage area or to other Storage areas on the Site. Nor to do or permit to be done anything which may render void or voidable any insurance affected on the Site or the Storage area or which would have the effect of increasing the rate of premium payable for such insurance.
- 2.7 Not to assign this Licence or grant any sub-licence, or to allow any person (or in the case of a corporate entity, its employees, servants or agents) into possession of the Storage area. The benefit of this Licence is personal to You.
- 2.8 That upon Us giving to You reasonable notice or in the case of an emergency without notice to allow Us to move Your goods to another Storage area or another storage centre.
- 2.9 Not to display any signs or notices at the Site or on the Storage area without Our prior written consent.
- 2.10 Not to do any act, matter or thing which would or might constitute a breach of any statutory requirement affecting the Site or the Storage area.
- 2.11 That it is Your sole responsibility to arrange adequate insurance in connection with Your use of the Storage area and Your access onto the Site.
- 2.12 To keep Us indemnified against all losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability arising in connection with directly or indirectly You exercising Your rights under the terms of this Licence or in respect of any breach by You of the Conditions.
- 2.13 The terms of this agreement are additional to and without prejudice to all or any rights that We may have under common law or otherwise.
- 2.14 Not to impede Us, Our servants or agents in the exercise of our rights of possession and control of the Site and the Storage area.
- 3. General**
- 3.1 You must give Us 30 days' notice to terminate this agreement.
- 3.2 We may terminate this Licence at any time by giving You 30 days' notice.
- 3.3 We give no warranty that the Storage area is legally or physically fit for the purposes specified in these Conditions.
- 3.4 We do not by virtue of this Licence or the storage by You of goods in the Storage area become thereby the bailee of such goods and We shall not be liable for any loss, destruction or damage to any such goods or property or for any losses, claims, demands, actions, proceedings, costs or expenses or any other liability incurred by You or any of Your employees, servants or agents in the exercise by You of the rights granted by this Licence.
- 3.5 We will not be liable for any accidents or incidents causing damage or personal injury which may occur on property or land belonging to or under the control of Us.
- 3.6 Any notice given by either party pursuant to the terms of this Licence must be in writing and shall be sufficiently served if delivered by hand or sent by first class post to the address of the party given overleaf. Any notice given by the party under the terms of this Licence shall be deemed to have been served in the case of a notice delivered by hand on the date that it is delivered and in the case of a notice served by first class post three days after the date that it was posted.
- 3.7 It is Your responsibility to remove immediately on termination of this Licence all goods and equipment from the Storage area and all fittings, signs or other structures installed or erected by You and to make good at your own cost all damage caused by such removal and to leave the Storage area is a clean and tidy condition. Should you fail to do so, then We shall be entitled to carry out all necessary work and You will be responsible for the reimbursement of our cost incurred in doing so with interest thereon until paid at the rate specified for the late payment of the Licence Fee.
- 3.8 We reserve the right to amend the Licence Fee after three months from the date of the commencement of this agreement and after every period of three months thereafter.
- 3.9 All Licence Fees due to Us from You must be paid before You may remove any goods stored in the Storage area.
- 3.10 It is Your responsibility to ensure that the Storage area is secure from theft and damage, against adverse weather conditions and insured accordingly. We accept no responsibility for loss or damage caused to Your goods whilst stored in the Storage area.
- 3.11 Should We provide an electricity supply to the Storage area, which we are not obliged to do so, then such supply shall be metered and charged in addition to the Licence Fee.
- 3.12 We are committed to protecting and respecting your privacy and shall always handle your data with utmost care. We shall not sell or share your data with any third party without additional consent being obtained. We would like to send you news and offers from time to time. By opting in to receive marketing communications, you allow us to send you relevant marketing communications. You may unsubscribe at any time by emailing marketing@yachthavens.com or in writing to Yacht Havens Limited, Kings Saltern Road, Lymington, Hants SO41 3QD. Our privacy policy sets out the basis on which any personal data we collect from you, or which you provide to us, is handled and stored. This can be found on our website with our Wi-Fi policy. Please see www.yachthavens.com/group/terms-regulations for details. For the purposes of data legislation (General Data Protection Regulations 2016), the data controller is Yacht Havens Limited, Kings Saltern Road, Lymington, Hants SO41 3QD.
- 4. Disposal of Unwanted Goods**
- 4.1 That We shall have a contractual lien on all property stored by You in the Storage area (whether such property be Your property or that of a third party) for any money due from time to time from You to Us and if such money due is not paid by You within 20 days of You receiving a Sell Property Letter from Us that You agree that We may sell or otherwise dispose of such property immediately and apply the proceedings of such sale to discharge all monies owing by You to Us which will include any expenses of such sale or disposal incurred by Us.
- 4.2 That for the purposes of exercising our contractual lien and right of sale as set out in clause 4.1 that we may enter the Storage area and take possession of all or any of the goods stored inside. In such event, if such goods that we take possession of cannot be reasonably and economically sold (for any reason whatsoever) or remain unsold despite our efforts, You authorise Us to treat such goods as abandoned by You and that We may in that event destroy or otherwise dispose of them at Your cost.
- 4.3 That you hereby confirm that You are the owner of the goods deposited in the Storage area or in the event that You are not the owner, You hereby warrant that You have the owner's authority to enter into this agreement with Us and each and every term thereof.
- 5. Jurisdiction**
- 5.1 This Licence and any non-contractual obligations arising out of or in connection with it will be governed by the law of Scotland.
- 5.2 Subject to Clause 5.3 and any provisions in this Licence requiring a dispute to be settled by an expert or by arbitration, the courts of Scotland have exclusive jurisdiction to decide any dispute arising out of or in connection with this Licence, including in relation to any non-contractual obligations.
- 5.3 Any party may seek to enforce an order of the courts of Scotland arising out of or in connection with this Licence, including in relation to any non-contractual obligations, in any court of competent jurisdiction.