

1 WHAT IS THIS DOCUMENT?

- 1.1 These terms and conditions (the "Terms") form part of an agreement between Us and You ("You", "Your", "Customer").
- 1.2 These Terms, including the StoreProtect Addendum, are considered by Us to set out the whole agreement between You and Us (the "Agreement"). The Agreement is a legally binding document, so please ensure that you read and understand it.
- 1.3 Some parts of the Agreement apply to all of Our customers. However, some parts apply only to Consumers or only to Business Users (as defined below).
- 1.4 If any of these Terms are inconsistent with any term of the Order, the Order shall prevail.

2 DEFINED TERMS

- "Applicable Laws" means all laws, regulations, regulatory policies, guidelines and industry codes which apply to the hire and/or use of the Container(s) under this Agreement;
- "Business Users" means a legal entity or person who hires a Container for the purpose of their trade, business or profession;
- "Consumers" means an individual who hires a Container for a purpose other than their trade, business or profession;
- "Container" means a self-contained storage container made available for You to hire from Us in accordance with this Agreement, and "Container(s)" means one or more Container;
- "Data Protection Legislation" means the Data Protection Act 1998 and the Privacy and Electronic Communications (EC Directive) Regulations 2003;
- "Force Majeure Event" shall have the meaning given in **Clauses 12.7 and 26.1**;
- "Goods" means all items stored by You in the Container(s) hired by You;
- "Hire Charge" shall have the meaning given in **Clause 6.1**;
- "Normal Perils" shall mean loss of or damage to Goods caused by fire, lightning, explosion, earthquake, aircraft, storm, flood, bursting &/or leaking pipes, theft accompanied by forcible and violent entry or exit, riot, strike, civil commotion, malicious damage, and impact by vehicles.
- "Order" means Your order for a Container as described in **Clause 3**;
- "Order Confirmation" shall have the meaning given in **Clause 3**;
- "Terms" means the terms and conditions contained in this document and the StoreProtect Addendum, where applicable; and
- "We", "Us", "Our" means Swift Moving and Storage Limited T/A PODS.

3 OUR CONTRACT

- The Order is an offer by You to enter into a binding contract which We are free to accept or decline at Our absolute discretion. We may accept Your order by:
- (a) issuing a written acceptance of Your order (an "Order Confirmation"); or (b) notifying You that the Container(s) are ready for Your use, whichever is the earlier, at which point a binding contract shall be created between Us.

4 THE CONTAINERS

- 4.1 Provided that You have paid the Hire Charge and other charges due to Us under the Agreement, We license You (but no other person) to store Goods in the Container(s) for the Hire Period.
- 4.2 You may choose to store the Container(s) at one of Our facilities or to keep them at a location nominated by You ("Your Premises"). If You wish to store the Container(s) at Our facilities, You agree that We shall be entitled to store the Container(s) at any storage facilities owned or operated by Us, Our affiliates and/or Our franchisees (all being referred to as Our "Facility"). We shall attempt to store the Container(s) at a Facility closest to Your

address, space permitting.

- 4.3 You have examined the Container(s) and Our Facility or will have the opportunity to do so before You use them, and You acknowledge and agree that, by loading the Container(s) with the Goods, You are confirming that the Container(s) and (if applicable) Our Facility are satisfactory for all the purposes for which You intend to use them.

5 HIRE PERIOD

The Agreement starts on the date stated in the Agreement (the "Start Date") and will continue until terminated as provided herein. The total period of hire is referred to as the "Hire Period". The minimum hire period is 28 days (4 weeks).

6 HIRE CHARGE AND PAYMENT

- 6.1 You shall pay Us the hire charge (including any applicable VAT) for the first four (4) weeks of storage on or before the Start Date and the charge for each successive four (4) week period shall likewise become due and payable on that specific date (the "Hire Charge"). Please note the payment will not be due on the same date each month.
- 6.2 We may adjust the Hire Charge at any time. We will give You at least 30 days' written notice of any adjustment, and the adjusted Hire Charge will apply with effect from the next 4 week period falling after the end of the 30 days' notice period. The remaining terms and conditions of this Agreement shall continue in full force and effect and shall be unaffected by any such adjustment.
- 6.3 If You request that Container(s) are moved between Our Facilities or to or from Your Premises, please contact Us to make the arrangements and for details of Our charges which may include a non-refundable deposit for such service.

7 LATE PAYMENT

- 7.1 Without affecting any other remedies or rights that We may have, if you do not pay Us Your Hire Charges (or any other payment due to Us) on time, We may take the steps set out in **Clause 19** until You have paid any outstanding amounts.
- 7.2 In addition to Our rights and remedies under **Clause 19**, We shall be entitled to charge of £25 or 10% (whichever is greater) for each two week period thereof after the Hire Charge has remained unpaid.
- 7.3 If You dispute any amount charged to You under this Agreement, You must notify Us promptly in writing, and pay any non-disputed amounts on time.

The rights set out in **Clause 19** will not apply to amounts that are currently in dispute, as long as there are reasonable grounds for the dispute.

8 ACCESS TO CONTAINER(S) AT OUR FACILITY

- 8.1 Where the Container(s) are stored at Our Facility, We shall only grant access to the Container(s) to You and persons notified to Us in writing by You, or accompanying You to Our Facility, "Authorised Users".
- 8.2 You shall have access to the Container(s) during normal business hours, excluding public holidays in the United Kingdom ("Business Hours"), provided You have requested access to the Container(s) in accordance with **Clause 8.3** below.
- 8.3 You agree to request access to the Container(s) not less than 48 hours in advance by telephoning Us. We may refuse requests for access to Container(s) if You fail to follow this procedure.
- 8.4 Any requests for access to Container(s) outside Business Hours may be accommodated by Us at our sole discretion.

9 STORAGE OF CONTAINER(S) AT YOUR PREMISES

- 9.1 Where the Container(s) are stored at Your Premises, You confirm that:
- (a) You own Your Premises and/or You are otherwise

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between You and Us where We accept an enhanced liability in return for payment of the StoreProtect Charges in accordance with the terms of the StoreProtect Addendum and this Agreement.

12.4 Nothing in this Agreement limits any liability which cannot legally be limited, including liability for physical injury to or the death of any person which is a direct result of negligence or wilful default on the part of Us, Our agents and/or employees.

12.5 The restrictions on liability in this **Clause 12** apply to every liability arising under or in connection with this Agreement including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

12.6 We shall not be considered to be in breach of this Agreement and exclude all liability to You in respect of any and all of the following ("**Excluded Liabilities**"):

12.6.1 Mysterious disappearance and/or unexplained shortage of Your Property except as a result of theft evidenced by forcible entry to Your Container;

12.6.2 Loss or Damage which is discovered after Your Property is removed from Our Facility.

12.6.3 Loss suffered by You as a result of You not being able to access the Facility or the Container, regardless of the cause;

12.6.4 Loss or damage to Your business, if any, including, but not limited to, indirect or consequential loss, lost profits, income or savings, wasted expenditure or business interruption;

12.6.5 Loss or Damage caused by (i) moth, insect and vermin unless from a source external to Your Container; (ii) ordinary leakage, ordinary loss in weight or volume, evaporation or nature of the property stored; (iii) leakage of liquid from any receptacle or container unless from a source external to Your Container; (iv) inherent vice and latent defect; (v) mould, mildew or rust, unless proven to be a result of water ingress from a source external to Your Container; (vi) atmospheric or climatic causes, including, but not limited to, Loss or Damage to Property which is not suitable for storage; (vii) electrical, electronic or mechanical derangement to any electronic items or mechanical Goods, or any Loss of, or Damage to electronic items resulting from a configuration failure of the controlling software and/or microchip, except where this results directly from external physical damage caused by Our negligence;

12.6.6 Any value an item might have acquired simply because it is part of a pair or set, also excluding the value of an undamaged part of a pair or set;

12.6.7 Any value which is purely sentimental;

12.6.8 Reimbursing You for the Storage Costs UNLESS Loss or Damage prevents Us from fulfilling Our services, in which case We shall reimburse You for a proportion of the Storage Costs to reflect the services not carried out as a direct result.

12.6.9 Loss or Damage caused by or as a consequence of non-compliance with relevant laws and regulations by You or Your Agents;

12.6.10 Loss or Damage caused by the act or omission of You or Your Agents including but not limited to any failure to secure the Container after visiting, failure to pack or stack the Goods properly and securely, the manner of storing the Goods within the Container, the conduct of You or Your Agents in the Container or at the Facility, the loading or unloading of Goods into or from the Container.

12.6.11 Loss or Damage to any Excluded Items.

12.6.12 Loss or Damage caused by or as a consequence of Your failure to comply with any condition in this Agreement, and in particular Your obligations contained in **Clauses 10 and 12**.

12.7 We shall not be considered to be in breach of this Agreement nor liable for any delay in performing or failure to perform any of its obligations under this Agreement or any resulting Loss or Damage to Goods if such delay, failure, Loss or Damage results from events, circumstances or causes beyond Our reasonable

control. Such circumstances include (but are not limited to) any Act of God, riot, strike or lock-out, trade dispute or labour disturbance, threat of or actual terrorism or environmental or health emergency or hazard or recommended restrictions, epidemic, pandemic, or entry into any Container including the Container or the Facility by, or arrest or seizure or confiscation of Goods by, competent authorities. If this happens, We will not be responsible for failing to allow access to the Goods, Container and/or the Facility for so long as the circumstances continue. We will try to minimise any effects arising from such circumstances.

12.8 It will be Your responsibility to compensate Us for the full amount of all claims, liabilities, demands, damages, costs and expenses (including any reasonably incurred legal and professional fees) incurred by Us or third parties resulting from or incidental to (a) the use of the Container (including but not limited to the ownership or storage of Goods and/or Excluded Items in the Container, the Goods themselves and/or accessing the Facility) or (b) breach of this Agreement by You or any of Your Agents or (c) enforcement terms of this Agreement.

12.9 You agree to comply with this Agreement and all laws and regulations relevant to the use of the Container. This includes laws relating to any Goods which are stored and the manner in which they are stored. You will be responsible for all Liabilities resulting from such a breach.

If We have reason to believe that You are not complying with all relevant laws and regulations, We may take any action We consider necessary, including, but not limited to, action outlined in **Clauses 16.1 and 18.3**, contacting, cooperating with and/or submitting Goods to relevant authorities, and/or immediately disposing of or removing Goods at Your expense. You agree that We may take such action at any time even though We could have acted earlier.

13 YOUR OBLIGATIONS IN RELATION TO YOUR PREMISES

13.1 Where We agree to store the Container(s) at Your Premises, You agree:

(a) that You are solely responsible for obtaining, prior to delivery of the Container(s) to Your Premises, any licences, permissions or consents as required under Applicable Law for the Container(s) to be located at Your Premises (including any permissions required under the Highways Act 1971);

(b) to maintain throughout the Hire Period (and, if applicable, following the Hire Period, for such period as is required by Applicable Laws) the permissions referred to in **Clause 10** above;

(c) that You are solely responsible for ensuring the suitability of, and unobstructed access for Our delivery vehicles over, all approach roads, tracks, or grounds, for the purposes of delivery, placement and collection of Container(s) and to notify Us at the time of placing an Order of any special requirements as to delivery.

13.2 Before placing an Order it is your responsibility to ensure that there is adequate space for storage of the Container(s) at Your Premises.

13.3 You grant Us express permission to place the Container(s) at Your Premises on a paved surface, or any other surface designated by You that is immediately accessible from a public highway or road.

13.4 You shall ensure that the area reserved for placement of the Container has the minimum width, depth and height clearance to sustain the weight and size of the Container(s) ordered, the "Placement Area".

13.5 Promptly upon arrival of the Container(s) you agree to accept delivery and designate a Placement Area.

13.6 Where You request that we deposit or collect Container(s) on or from a site which is, or where delivery otherwise involves, the passage of the vehicle over gratings, drains, asphalt areas, gardens, lawns or other unpaved surfaces or similar areas we shall not be liable to You for any damage incurred by the passage of the vehicle over such surfaces.



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You expressly acknowledge that We do not recommend the passage of the vehicle, or the placement of the Container(s), on such surfaces. Any deliveries or retrievals of the Container(s) that require Us to access the Container(s) by way of such surfaces shall permit Us, at our option, to charge you an additional charge for any costs and expenses associated with such delivery and retrieval.

13.7 You shall not under any circumstances move, attempt to move, or allow any third party to move, Container(s) stored at Your Premises.

13.8 You agree to reimburse Us in full, immediately on Our demand, for any losses, costs and expenses (including reasonable legal expenses) incurred by Us as a result of:

(a) any claim by a third party for loss or damage resulting from the placement of the Container(s) in the Placement Area (other than where caused by the negligent acts or omissions of Us, Our employees or agents); or

(b) any failure by You to comply with the requirements of **Clause 10**.

13.9 You agree to

(a) assume full responsibility and liability for packing Your Goods in the Container(s) and for securing Your property suitably for the moving of the Container(s), over the road transportation to and/or from Our Facility; and

(b) to ensure that the weight of the Goods per Container shall not exceed the following:

(i) 1,362 kg in a 2.13 meter Container;

(ii) 3,405 kg in a 3.65 meter Container; or

(iii) 3,678 kg in a 4.87 meter Container.

14 CONTAINER LOCK

14.1 You are responsible for providing, at Your sole expense, a secure lock for the Container(s) that You judge to be sufficient to secure the Container(s).

14.2 It is Your responsibility to ensure that the Container(s) remain locked at all times when You are not accessing the Container(s). We are not responsible for ensuring that the Container(s) are locked.

15 CANCELLATION

15.1 You may at any time within three (3) calendar days of placing an Order amend or cancel an Order. If You amend or cancel an Order less than three (3) business days before collection or delivery, We reserve the right to charge any charges in full and another costs We reasonably incur in fulfilling the Order, except that where the amendment or cancellation results from Our failure to comply with these Terms You shall have no liability to Us for it.

16 RIGHT TO ENTER, INSPECT AND REPAIR CONTAINER

16.1 You agree to grant Us, Our agents and contractors access to the Container(s) (and to any premises where the Container(s) are located), including, where reasonably necessary by breaking the lock to the Container(s):

(a) at anytime without notice:

(i) if You have failed to comply with any term of this Agreement;

(ii) if We reasonably believe that You are using the Container(s), or are likely to use the Container(s), otherwise than in accordance with this Agreement;

(iii) if We are required to do so by the police, fire services, a local authority, HM Revenue & Customs or by the order of any court or otherwise to comply with any Applicable Laws;

(iv) for any purpose where we believe it is necessary in an emergency (including for repair or alteration) or to prevent injury to persons or damage to Our own property and to carry out Our duty to safeguard Goods belonging to You or other customers;

(v) to exercise Our rights under **Clause 19**.

(b) upon 2 days notice to:

(i) carry out repairs or alterations to the Container(s);

(ii) determine whether it is necessary to carry out repairs or alterations to the Container(s); or

(iii) to take such other action as may be necessary to preserve the Container(s).

(iv) You shall be liable for any expenses reasonably incurred by Us in the repair or restoration of the Container(s) and/or Our Facility due to any loss or damage arising from Your breach of these Terms, or your negligent acts or omissions, in accordance with **Clause 10** (including any expenses incurred by Us in connection with any investigation of site conditions, or any clean-up, removal or restoration work required by any Applicable Laws or any agency regulating any Hazardous Materials).

17 TERMINATION

17.1 Either of Us may terminate this Agreement by giving five (5) days written notice to the other party, except that Customer may not terminate this Agreement if any Hire Charges are outstanding or if the Customer is otherwise in breach of any term of this Agreement.

17.2 We may terminate this Agreement immediately by giving written notice to You if You commit a serious breach of this Agreement and (in the case of a breach capable of being remedied) fail to remedy the breach within three (3) days of service by Us of notice requiring You to do so. Any such termination shall take effect on the date set out in the notice. Serious breach includes:

(a) failure by You to pay any instalment of the Hire Charge or any other charges due under this Agreement;

(b) failure by You to comply with any provision of this Agreement, other than the payment of Hire Charge;

(c) abandonment by You of the Container(s).

18 CONDITION OF CONTAINER UPON TERMINATION OR EXPIRY

18.1 On or before the date of termination or expiry of this Agreement, You shall:

(a) remove all Goods, rubbish and any other property stored or used by You from the Container(s) and Our Facility;

(b) leave the Container(s) clean, tidy and unlocked and in the same condition as delivered to You; and

(c) pay to Us in full any Hire Charge and other sums that are outstanding from You to Us (including any interest).

18.2 Following termination or expiry of this Agreement, We shall not be under any duty to store or safeguard any of Your Goods or other personal property and it shall be held solely at Your risk. You agree that any Goods or other personal property left in the Container(s), or Our Facility shall be deemed abandoned by You and You authorise Us to dispose of the property in accordance with **Clauses 19.2– 19.3** below.

18.3 Without limiting Our other rights or remedies, in the event of any failure or delay by You in complying with the provisions set out in **Clause 18.1**, You expressly authorise Us, Our agents and contractors to take all steps necessary to:

(a) access the premises where the Container(s) are located to collect the Container(s);

(b) gain access to, and take possession of, the Container(s), the Goods and any other property stored in the Container(s);

(c) prevent You (and any Authorised Users) from continuing to access and/or use the Container(s) and/or Our Facility,

18.4 You agree to reimburse Us in full, immediately on Our demand, for any losses, costs and expenses (including reasonable legal expenses) incurred by Us in connection with the taking any of the steps referred to in this **Clause 18** by Us, Our agents or contractors, including (without limitation) any costs incurred by Us relating to the cleaning of the Container(s) and the removal of the Goods or other property from the Container(s).

19 LIEN

19.1 Where You fail to pay the Hire Charge or other charges due to Us in accordance with **Clause 6.1** of this Agreement we shall be entitled to refuse access until the outstanding amount is

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paid and on written notice to You (a "Seizure Notice") can be issued which will immediately exercise a lien over the Goods for any such amounts until payment by Us has been received in full and the following conditions shall apply:

(a) upon receipt of the Seizure Notice, You shall immediately pay Us the Hire Charge and any other charges due to Us; and

(b) if You fail to do so within seven (7) days of the date of the Seizure Notice, You authorise Us to access the Goods and the Container(s), by taking the steps specified in **Clause 18.3**.

19.2 If You have not paid the Hire Charge and any other outstanding charges due to Us in accordance with this Agreement within 30 days of the date of the Seizure Notice, or You have failed to collect the Goods after termination or expiry of this Agreement as set out in **Clause 18.1**, We may treat the Goods as abandoned and thereafter destroy or dispose of such Goods, or sell the Goods in accordance with **Clause 19.3** below.

19.3 If We sell the Goods, We shall apply the proceeds of sale first to pay the costs incurred by Us and secondly in paying the Hire Charge and other charges (including interest) due to Us in accordance with this Agreement and then to refund any balance to You.

20 NO REPRESENTATIONS OR WARRANTIES

20.1 You acknowledge, as provided in **Clause 4.3** above, that You have examined the Container(s) and that You have had the opportunity to inspect Our Facility. You must satisfy yourself as to the suitability of the Container(s) for storage of the Goods that You intend to store in them. We do not give any representations or warranties that the Container(s) are suitable for the type of Goods that You intend to store in them. We strongly advise You to check the Container(s) before storing the Goods in the Container(s) and throughout the Hire Period.

20.2 Except as set out in these Terms, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.

21 NOTICES

We may give notice to You at either the e-mail or postal address You provide to Us in the Order. Notice will be deemed received and properly served 24 hours after an e-mail is sent or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that the letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that the e-mail was sent to the specified e-mail address of the addressee.

22 CHANGE OF ADDRESS

If You change Your place of residence or address from that specified in this Agreement, You shall provide Us with written notice of any change within ten (10) days of the change of address, setting out the new address, any alternate address and a telephone number. Where the Container(s) are stored at Your Premises and the change of address relates to Your Premises, this must also be specified within the written notice. Your attention is drawn to **Clause 13.6** and **13.7** in this regard.

Following receipt of the notice from You we shall contact You to arrange relocation of the Container(s) and to notify You of the amount of any additional charges that relate to such relocation.

23 ASSIGNMENT

You may not transfer any of Your rights or obligations under these Terms to another person without Our prior written consent, which we will not withhold unreasonably. We can transfer all or any of Our rights and obligations under these Terms to another organisation, but this will not affect Your rights under these Terms.

24 RULES RELATING TO OUR FACILITY

24.1 There are certain rules and regulations that govern the use of Our Facility from time to time ("Facility Rules"). The Facility

Rules are always clearly displayed at Our Facility, and You should read them and ensure that You understand them, as they are incorporated into this Agreement and are binding on You. You are expected to comply with the Facility Rules (and ensure compliance by any Authorised Users) at all times whilst You and/or the Authorised Users are at Our Facility. We may make amendments to the Facility Rules or introduce additional rules and regulations designed to ensure the safety, care and cleanliness of the Container(s) and Our Facility for Our Customers. Any such amendments and/or additions shall be incorporated into this Agreement when they are posted by Us in a conspicuous place at Our Facility.

25 DATA PROTECTION

Personal data obtained by Us from You shall be held and processed in accordance with Data Protection Legislation and Our Privacy Policy. For a copy of Our Privacy Policy, please contact Us.

26 GENERAL

26.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of Our obligations under these Terms that is caused by events outside Our reasonable control including strikes, lock-outs or other industrial action, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, earthquake, subsidence, epidemic or other natural disaster, impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport, or impossibility of the use of public or private telecommunications networks ("Force Majeure Event"). Our obligations under these Terms are suspended for the duration of the Force Majeure Event, and We will have an extension of time to perform these obligations for the duration of that period.

26.2 If any court or competent authority decides that any of the provisions of these Terms are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.

26.3 If We fail, at any time while these Terms are in force, to insist that You perform any of Your obligations under these Terms, or if we do not exercise any of Our rights or remedies under these Terms, that will not mean that We have waived such rights or remedies and will not mean that You do not have to comply with those obligations. If We do waive a default by You that will not mean that We will automatically waive any subsequent default by You. No waiver by Us of any of these Terms shall be effective unless We expressly say that it is a waiver, and We tell you so in writing.

26.4 A person who is not party to these Terms shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.

26.5 These Terms shall be governed by English law and We both agree to the non-exclusive jurisdiction of the English court.

