Container Storage Agreement

Accessible & flexible storage at the foot of the Malvern Hills

This Agreement is made between **Sarik Hobbies Ltd trading as Squire Self Storage** (company number 03378721), registered office Units 8–12 Willow End Park, Blackmore Park Road, Malvern, Worcestershire, WR13 6NN ("we", "us", "Squire"), and the Hirer named below ("you"). All sums owed to Squire Self Storage are owed to Sarik Hobbies Ltd.

This Agreement is a licence to store goods. It does not create a tenancy or lease and does not give you exclusive possession of any part of the site.

Your Details

Full name	
Company name (if applicable)	
Address	
Email address	
Telephone	

All notices, invoices and formal communications will be sent to the email address above. It is your responsibility to make sure you receive our emails and to tell us if your details change (clause 10).

Additional Contact

For use if we are unable to contact you.

Name	
Relationship to you	
Telephone	
Email address	
Address	

Your Unit

Container / Unit Number	
Contract Start Date	
Payment due on (day of month)	
Locks purchased from Squire (number / type)	

Storage Plan — please tick one:

☐ Monthly — £139 including VAT per month, payable monthly in advance.

☐ 6-Monthly — £695 including VAT, payable in advance for a six-month term (a saving on the monthly rate).

Where did you hear about us?

☐ Facebook Marketplace ☐ Gumtree ☐ Google Search ☐ Word of Mouth

☐ Other — please specify: _____

Additional Notes

Insurance Declaration — you must complete this section

Squire Self Storage does NOT insure your goods. Your goods are stored entirely at your own risk. You are strongly advised to insure them for their full replacement value — storage contents insurance is widely available and inexpensive.

Please tick ONE box below and sign.

☐ **OPTION A — MY GOODS ARE INSURED**

I confirm my goods are insured for their full replacement value and will remain insured for as long as they are stored. I will provide evidence of cover if asked.

Insurer: _____ Policy number: _____

Sum insured: £_____

☐ **OPTION B — I HAVE CHOSEN NOT TO INSURE MY GOODS**

I have been advised to insure my goods and I have chosen not to. I understand that Squire Self Storage does not insure my goods and is not responsible for them. I understand that if my goods are lost, stolen, damaged or destroyed — including by theft, break-in, fire, flood or water damage — I will bear the full loss myself and will have no claim against Squire Self Storage. I accept this risk entirely.

Estimated value of goods stored (for our records only): £_____

Signed: _____ Print name: _____ Date: _____

Terms and Conditions

1. The Agreement and Fees

1.1 The Rental Period commences on the Contract Start Date. On the Monthly plan it runs for a minimum of one month and continues monthly until ended under clause 8. On the 6-Monthly plan it runs for a fixed six-month term, after which it continues monthly at our standard monthly rate unless you renew for a further six months.

1.2 The Storage Fee is the amount for the plan you have chosen at the front of this Agreement, and is payable in advance. On the Monthly plan, the first month is due on signing (new hirers) and each following month on the due date shown; we ask that you pay by standing order. On the 6-Monthly plan, the full six-month fee is due on signing.

1.3 We may increase the Storage Fee by giving you not less than one month's written notice. An increase will not affect a six-month term you have already paid for. If you do not accept an increase you may end this Agreement under clause 8 before it takes effect.

1.4 Payment details will be provided on your invoice. We may also charge: (a) a late payment fee of £20 each time a payment is late; (b) a returned or failed payment fee of £15; (c) our reasonable costs of cleaning the unit or removing goods or rubbish left in or around it; and (d) all reasonable costs we incur in recovering unpaid sums or enforcing this Agreement, including debt collection and legal costs. These fees reflect our administrative costs. Where you are a business, we may instead claim interest and compensation under the Late Payment of Commercial Debts (Interest) Act 1998.

2. Access and Site Rules

2.1 You may access your container between 6.00am and 11.00pm, seven days a week. The site is closed outside these hours; if you need access at another time, ask us and we will help where we can. We may vary access hours, or suspend access temporarily for safety, security or operational reasons, giving you notice where possible.

2.2 The site is attended during office hours. Contact details, including out-of-hours contact, are provided on signing.

2.3 Entry is via a gate/barrier operated by an access code. The code is strictly confidential. You must not disclose it to anyone other than persons you authorise to access your unit, for whose acts and omissions on site you are responsible. We may change access codes at any time. You are responsible for any loss arising from your disclosure of a code.

2.4 The gate must be slid fully closed and secured whenever you enter or leave the site. If you are the last to leave, you must make sure the gate is closed and secured behind you. We cannot check the gate after every visit, and you are responsible for any loss or damage caused by your leaving it open or unsecured.

2.5 The speed limit on site is 5mph (20mph elsewhere on Willow End Park). Vehicles are allowed on site only for visiting, delivering to and collecting from your unit. Vehicles left overnight without our written agreement will be charged at £30 per night. Vehicles and persons enter the site at their own risk, except in respect of death or personal injury caused by our negligence.

3. Use of the Unit

3.1 The unit may be used for storing goods only. It must not be used for living, working or sleeping in, as a mailing or business address, or for anything illegal. You may not sub-let your unit or transfer this Agreement to anyone else without our written consent.

3.2 Our containers are supplied wind and weather tight. Even so, condensation can occur in any container, and containers can become warm in summer. The unit is licensed to you as seen, in the condition it is in at the start of this Agreement. It is your responsibility to inspect it, satisfy yourself that it is suitable for your goods, and take sensible precautions — covering items, not storing anything damp, and choosing what you store accordingly.

3.3 You must fully close, latch and lock the doors each time you leave; if you are unsure how, ask us and we will show you. You must also tell us promptly if you notice any damage to your unit — including to its doors, seals, roof or vents — so that we can put it right.

3.4 We are not responsible for damage to your goods caused by: condensation, damp or temperature; moisture in, or given off by, the goods you store; doors that have not been properly closed and locked; or damage to the unit that you have not reported to us.

3.5 Nothing may be stored outside or on top of the unit. You must remove all rubbish; the wheelie bins on site belong to a neighbouring business and must not be used. We will charge for removal of anything left outside or on top of units.

3.6 You must not attach anything to the walls, ceiling, floor or doors of the unit.

3.7 You must not store any of the following:

- Flammable or combustible materials or liquids such as fuels, oils, gas cylinders or solvents (fuel in the tank of a stored vehicle excepted);
- Perishable goods or food; animals, plants or animal products;
- Hazardous or dangerous items including explosives, ammunition, fireworks, toxic waste, asbestos, chemicals, radioactive materials, weapons or firearms;
- Illegal substances, illegal items or goods obtained illegally, including counterfeit goods;
- Cash, securities or documents of title;
- Any goods emitting fumes, smells or odours;
- Jewellery, watches, precious stones or metals, or stamps exceeding £1,000 in combined value, or any single item worth more than £5,000, without our prior written agreement.

4. Security and Locks

4.1 The site is protected by CCTV and a secured gate, and we keep our security under review. We will tell you if we make a significant change to it. These measures protect the site generally: they are not a guarantee against theft or damage, we do not undertake that CCTV is monitored or that anyone will respond to an event at the site, and they do not make us responsible for your goods.

4.2 We provide storage space, not safekeeping. We never take possession of your goods, we are not their custodian or bailee, and we do not check whether your unit has been locked.

4.3 Securing your unit is your responsibility. You must keep it locked at all times using a lock you are satisfied is of good quality and suitable for your goods, fitted inside the lock box where one is provided. We do not check, approve or recommend any lock, and choosing one adequate for your goods is for you. We sell container padlocks if you need one, but buying a lock from us does not make us responsible for the security of your unit or your goods.

4.4 We are happy to hold a spare key if you ask us to. We do so only as a convenience, for use at your request or in an emergency; it does not make us responsible for your unit or its contents. Anyone else you give a key or code to acts for you, not for us.

5. Insurance

5.1 Your goods are stored at your own risk. We do not insure them — that is your responsibility, and the Storage Fee is priced on that basis.

5.2 We strongly advise you to insure your goods for their full replacement value against fire, theft, flood and water damage. Storage contents cover is widely available and inexpensive. You must tell us, in the Insurance Declaration at the front of this Agreement, whether or not your goods are insured.

5.3 If you choose not to insure, you accept that if your goods are lost, stolen, damaged or destroyed from any cause you will bear the loss yourself and will have no claim against us, subject only to clause 7.3.

5.4 If you are insured, keep the cover in place for as long as your goods are stored with us and show us evidence of it if we ask. If we look at your policy that does not mean we have approved it — checking it is adequate is for you. If you are under-insured, you bear the shortfall.

6. Our Right of Entry

6.1 You permit us and our agents to enter your unit, breaking the lock if necessary: (a) on not less than 7 days' notice, to inspect, repair, maintain or alter the unit or the site; (b) without notice, in an emergency, or where we reasonably believe the unit contains prohibited goods or is being used in breach of this Agreement; and (c) where required by the Police, Fire Service, HMRC, Trading Standards, a local authority or a court order. Where we break a lock other than because of your breach of this Agreement, we will replace it with a lock of equivalent standard at our cost.

6.2 We may require you to move your goods to another unit of at least equivalent size on reasonable notice (or immediately in an emergency). If you do not do so by the date notified, we may move them as your agent and at your risk, save for loss caused by our negligence.

7. Liability

7.1 Subject to clauses 7.2 and 7.3, we are not liable for loss of or damage to your goods, or for any indirect or consequential loss, loss of profit or business interruption, however it arises — including loss caused by theft, vandalism, fire, flood, water, condensation, vermin, or the acts of other hirers or third parties.

7.2 If loss of or damage to your goods is caused by our negligence or our breach of this Agreement, our total liability is limited to £100 or the Storage Fees you paid in the 12 months before the event, whichever is greater. This is because we do not know what your goods are worth and do not insure them — you do (clause 5), and the Storage Fee reflects that.

7.3 Nothing in this Agreement excludes or limits our liability for death or personal injury caused by our negligence, for fraud, or for any other liability which cannot be excluded or limited by law. Nothing in this Agreement affects your statutory rights as a consumer.

7.4 We are not liable for any loss or damage you suffer because our performance of this Agreement is prevented, hindered or delayed by events outside our reasonable control, including fire, flood, storm, riot, strike or trade dispute, accident, breakdown of plant or machinery, failure of power, internet or computer systems, or shortage of labour, materials or transport.

7.5 You are responsible for any damage caused to the unit, the site, or the property of other hirers by you, your goods, or persons accessing the site on your behalf, including fire caused by you or your neglect. The current replacement cost of a unit is approximately £3,000.

7.6 You will indemnify us against all claims, liabilities, demands, damages, costs and expenses (including reasonable legal fees) arising from your use of the unit or the site, your goods, or your breach of this Agreement.

8. Termination

8.1 Either party may end this Agreement by giving not less than one month's written notice. We may end it immediately if you are in serious breach, including storing prohibited goods.

8.2 If you are on the 6-Monthly plan and end this Agreement before the six-month term has run, we will recalculate the fee for the period your goods were actually stored at our standard monthly rate, and refund the balance. The six-month saving applies only to a completed six-month term.

8.3 On termination you must remove all goods and leave the unit clean, empty and in the condition it was in at the start of the contract. We may charge for cleaning or for removal and disposal of anything left in the unit or on the site.

8.4 Goods left in the unit after termination will be treated as abandoned after 14 days' written notice to your last known email or postal address, and may be sold or disposed of under clause 9.3.

9. Non-payment, Lien and Sale of Goods

9.1 If any sum is overdue we may refuse you access to the site and the unit (including by applying our own lock) until all sums due have been paid in full. We have a lien over your goods: we may hold them and refuse to release them until you have paid everything you owe us.

9.2 If sums remain unpaid, we will give you written notice by email requiring payment. It is your responsibility to ensure you receive our emails and that your contact details are up to date.

9.3 If you fail to pay in full within 14 days of that notice (or any longer period stated in it), we may enter the unit, and sell or dispose of any or all of your goods. We will apply the proceeds of sale (less our reasonable costs of sale) against the sums you owe. If the proceeds are insufficient, you remain liable for the balance; any surplus will be returned to you. Goods that cannot reasonably be sold may be disposed of and the cost of disposal charged to you.

10. Notices, Data Protection and CCTV

10.1 Notices under this Agreement may be given by email to the addresses each party has provided, and are treated as received on the day of sending (or the next working day if sent after 5pm). You must keep your contact details up to date.

10.2 We process your personal data in accordance with our Privacy Notice at squireselfstorage.com/privacy. CCTV operates at the site for the prevention and detection of crime and the safety of persons and property, and may include remote monitoring. Recordings are retained for a limited period and may be shared with the Police. This notice is given for data protection purposes and does not amount to any undertaking as to security, monitoring or response (see clause 4.1).

11. General

11.1 If you entered into this Agreement online, by email or otherwise at a distance as a consumer, you have the right to cancel within 14 days of signing without giving a reason under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. If you ask us to start providing storage during that period and then cancel, you must pay for the period of storage provided. To cancel, email us within the 14-day period.

11.2 This Agreement (including the details and declarations at the front of it) is the entire agreement between us and replaces any previous terms. If any part of it is found to be unenforceable, the remainder continues in force. This Agreement is governed by the law of England and Wales and the courts of England and Wales have jurisdiction.

12. Your Declaration

By signing this Agreement I confirm that:

- The goods I store are owned solely by me (or I have the owner's authority to store them);
- I have inspected the unit, accept it as seen in its current condition, confirm it is suitable for my goods, and will report any future damage or defect;
- I understand that Squire has not inspected my goods, does not insure them, and that my goods are stored at my own risk;
- I have completed the Insurance Declaration at the front of this Agreement and understand its effect;
- I understand that Squire's liability is limited as set out in clause 7;
- **New hirers only:** I will pay the first month's fee (and the cost of any lock purchased) on signing, and access will be given once payment is received and this Agreement is signed;
- I have read and received a copy of this Agreement and agree to its terms.

Signed by the Hirer: _____ Date: _____

Print name: _____

Signed for Squire Self Storage: _____ Date: _____

Print name: _____