

DOVE MARINE LIMITED
SAVILLE CHAMBERS
5 NORTH STREET
NEWCASTLE UPON TYNE NE1 8DF
TEL: 0191 2325677
EMAIL: info@dovemarineltd.co.uk

Container storage Contract: (Name of Client)

This Agreement is made between Dove Marine Limited (the owner) and (client name – the customer).

Customer Details:

Name:..... Car Reg.....

Address:..... Home Tel. No.

..... Mobile No.....

.....

Post Code..... ID.....
(Passport/Driving plus Licence/Utility Bill)

Email:.....

Unit Number..... **Deposit Paid: £**.....

Container Storage Rates

The Customer is required to pay a Monthly or Annual sum, the Annual fee must be paid in advance in full. Monthly fees will be collected once each calendar month in advance (by Direct Debit/Standing Order/Card Payment). Fees paid monthly are calculated as weekly fee x 52 divided by 12, due each subsequent calendar month from the contract start date

Weekly Rate: £..... VAT at Current Rate £.....

Total Weekly Rate £..... Total Monthly/Annual Rate £.....
Inclusive of VAT at current rate Inclusive of VAT at current rate

Payment Frequency: Monthly/Annually Payment Method:.....

Contract Start Date:..... Contract End Date:.....
(Rolling contract if box left empty)

Would you like to receive a monthly invoice/Vat receipt for your records? **(Yes) (No)**

Would prefer to receive invoice by email only? **(Yes) (No)**
(alternatively all invoices will be sent by post)

Please note that all storage customers use this site at their own risk. The Owner accepts no liability for any loss, damage or injury to persons, pets, vehicles or property whilst on the site. It is the Customer's responsibility to follow all signage, to stay within the storage area and to act in a prudent manner. The Owner will accept no violent or aggressive behaviour towards its employees in any form whatsoever and any such incident may lead to an immediate termination of the contract, and suspension of the Customer's rights to enter the storage yard.

By signing this contract I, the Customer, agree that the storage unit is in a fit state of repair, confirm that I have read and agree to be bound by the terms and conditions attached to this Agreement and that the information provided is accurate and pertains to myself. I the Customer, confirm that I can make the payments without financial hardship and that I will keep the Owner informed of any changes to my personal details, as provided, or of any issues which may impair my ability to pay the fees.

Signed.....
(Owner)

Signed.....
(The Customer)

Date.....

Date.....

TERMS AND CONDITIONS

1. INTERPRETATION

1.1 In this Contract where the following words or phrases appear in capitalised form they shall have the meanings as set out below:

Access Hours	Means the hours We Permit access to the Site being (8 am to 6 pm Monday to Saturday) (10am to 4 pm Sunday).
This Agreement	These terms and conditions together with the contract information on the front sheet.
Contract	The Agreement attached to the front of these Terms and Conditions.
Customer	Means the person named in the Contract.
Deposit	The amount specified in the Contract.
Due Date	The Start Date specified in the attached contract and the first day of each subsequent period or the previous business day if the Due Date falls on a Saturday, Sunday or public holiday.
End Date	The date of the termination of this Agreement in accordance with Clause 2.
The Goods	Anything the Customer stores in the Unit at any time during this Agreement.
Normal Perils	Physical loss of, or damage to Goods caused by fire, lightning, explosion, earthquake, aircraft or articles dropped from the storm, flood, bursting and/or leaking pipes, ingress of water or other liquid substance, moth, insect or vermin, theft accompanied by forcible and violent entry to or exit from the building or Unit, riot, strike, civil commotion, malicious damage, and impact by vehicles of any kind.
Notice Days	(5) (14) (28) working days.
Our Fees	The amount specified in our invoice for each period based on the amount specified in the attached Contract.
Owner	Dove Marine Limited.
Prompt Payment	In respect of payment of each and every sum due under this Agreement, payment on the due Date or within two working days afterwards, and in respect of any sum being due under any other agreement between the Owner and the Customer, payment within seven working days of that sum being demanded in writing.
Rolling Contract	Means the Contract will continue until an end Date is agreed between the Customer and the Owner.

Site	Capstan Park, Hadrian Road, Wallsend, Tyne and Wear NE28 6HH.
Start Date	The date specified on the attached Contract.
Unit	Storage Unit as specified on the Contract attached to these Terms and Conditions.
We, us, our	Means the Owner.
You, your	Means the Customer.

- 1.2 Please note that all Unit sizes are approximate and the Owner accepts no responsibility for their accuracy. In agreeing to our terms the Customer accepts these apply to the Unit used by the Customer and not any Unit represented.
- 1.3 The Owner licenses the Customer to use the Unit for the storage of goods in accordance with these terms and conditions during the contract period and so long as the storage fees are paid in full.
- 1.4 The Customer or any persons accompanying the Customer may have access to the Unit at any time during the Access Hours for the purpose of depositing, removing, substituting or inspecting the contents of their unit. No access to the Unit will be permitted for any other purpose outside the Access Hours unless with approval from Dove Marine Limited.
- 1.5 The Owner reserves the right to Change the Access Hours without giving prior notice.

2. TERMINATION

- 2.1 This Contract may be terminated by either the Owner or the Customer at any time upon a minimum of 28 days' written notice.
- 2.2 All outstanding fees must be paid before the termination of this Contract and the Customer must remove all Goods before the termination date. The Unit is to be left, empty, clean and serviceable as on the Start Date.
- 2.3 The Customer will be liable for any costs associated with cleaning, repairing or disposal of goods or rubbish left in the unit at the Termination.
- 2.4 The Owner will treat any goods left in the Unit after the Termination Date as abandoned and may dispose of them, sell and pass ownership of the goods to discharge costs associated with cleaning the Unit and any outstanding fees.

3. PROHIBITED USE OF UNITS

- 3.1 The Customer must not store any of the following items in the Unit:
- 3.1.1 birds, fish, animals or any other living creatures;
- 3.1.2 food or perishable goods (unless securely and properly packed so as not to attract vermin);

- 3.1.3 combustible or flammable materials, or liquids such as compressed gas, paint, petrol, oil, fireworks or cleaning solvents;
 - 3.1.4 firearms, weapons, or ammunition;
 - 3.1.5 chemicals, radioactive materials, biological agents;
 - 3.1.6 toxic waste, asbestos or other materials of a potentially dangerous nature;
 - 3.1.7 any item which emits fumes, smell or odour;
 - 3.1.8 any wet or damp items;
 - 3.1.9 any illegal substances, illegal items or goods illegally obtained, including counterfeit goods, illicit tobacco, illicit alcohol, unlicensed medicines, and unsafe goods;
 - 3.1.10 no illegal goods or stolen property or items for which VAT has not been paid.
- 3.2 The Owner has the final decision on what may be stored.
- 3.3 The Customer having been informed by the Owner to remove particular item(s) must do so within 24 hours. At the expiry of 24 hours the Owner may remove or arrange removal of such item(s) and dispose of them as appropriate and the Owner will invoice the Customer for any costs involved in the removal/disposal of the item(s);
- 3.4 The Customer is liable for any damage caused to the Unit by the Goods stored in the Unit.
- 3.5 The Customer may not use the Unit for the purposes of running a business, workshop, living accommodation or as a home or business address and not use the Site address for receiving or sending mail;
- 3.6 The Customer may not sublet the Unit as a whole or part.

4. REPAIRS, MAINTENANCE AND ENTRY

- 4.1 The Owner will give not less than 5 working days notice (except in the case of emergency) of the need for any repair or maintenance to the Unit;
- 4.2 The Customer must notify the Owner of any damage or repair needed to the Unit upon becoming aware of it;
- 4.3 The customer will allow the Owner or their agents access to the Unit to carry out such repairs or maintenance (and if necessary the lock will be broken to gain entry);
- 4.4 The Owner reserves the right to enter the property without notice in any of the following circumstances:
- 4.4.1 in the case of emergency;
 - 4.4.2 it is the reasonable belief that the Unit contains any items described in clause 3;

- 4.4.3 if required to do so by the Police, Fire Services, Local Authority or by Court Order;
- 4.4.4 if the Owner reasonably believes such access is necessary to ascertain whether action needs to be taken to prevent injury or damage to persons or property.

5. USE OF UNIT AND SITE

- 5.1 The Customer and any person accompanying them must use reasonable care when on the Site or in the Unit and following all instructions given for their safety, and speed limits must be adhered to;
- 5.2 All gates and doors must be closed and secured;
- 5.3 The Customer must not do anything on the Site or in the Unit which may cause a nuisance to the Owner and/or other Customers.
- 5.4 Comply with the reasonable directions of any of our employees, agents and contractors at the Site and any further regulations for the use, safety and security of the Unit and Site which We may issue from time to time;
- 5.5 Do anything on the Site or in the Unit which may invalidate the insurance policies of other Customers.
- 5.6 The customer should not leave any goods or rubbish around the Unit which may cause a nuisance to the Owner or other Customers.

6. SECURITY AND INSURANCE

- 6.1 The Goods are stored in the Unit at the Customer's own risk;
- 6.2 We cannot give advice concerning insurance. It is the Customer's responsibility to ensure the Goods stored in the Unit are insured correctly and for a sum equal to the replacement of the Goods;
- 6.3 The owner will not be liable for any loss or damage to Goods stored within the Unit;
- 6.4 The Site will only be open during the Access Hours and only authorised personnel will be allowed to enter during this time;
- 6.5 At night the Site will be locked and monitored by CCTV.

7 KEYS

- 7.1 The Customer will be issued a key to the Unit upon signature of this Contract;
- 7.2 The customer must keep the key safe and not allow others access to the key;
- 7.3 No copies may be made of the key;
- 7.4 At the end of the Contract the Customer must return the key;
- 7.5 The Customer is liable for further storage charges until the key is returned;

- 7.6 If a Key is lost or stolen the Customer must notify the Owner;
- 7.7 Lost or stolen keys will be replaced at a cost of £100.00 plus VAT;
- 7.8 In the case of emergency and/or the need of a locksmith to attend; the Customer will be liable for the call out charge of £70.00 or other fee relevant at the time (plus VAT) in addition to the costs of a new key. No new key will be issued until payment is received.
- 7.9 It is the Customer's responsibility to ensure that their Unit is locked, secured and the doors closed correctly.

8. PAYMENT AND DEBT RECOVERY

- 8.1 The Customer is to pay the Deposit upon signing this Contract which will be returned to the Customer (without interest) at the End Date;
- 8.2 The Customer must pay the storage fee for the minimum period of storage (one month) on signature of this contract and on each Due Date thereafter;
- 8.3 The Owner may change the fees at any time by providing the Customer with written notice and the new fees shall take effect on the first due date accordingly, not less than one month after the date of notice;
- 8.4 Any payments that are dishonoured are liable for an administration charge of £30.00.
- 8.5 If full payment is not received within a further ten working days, following the Due Date, the Customer will be liable for an administration charge of £30.00 or other fee relevant at the time, for late payment.
- 8.6 If full payment is not received within a further ten working days, the Owner has a right to secure the Unit. If the Owner has to secure the Unit due to non-payment or contact from the customer, the Owner will notify the Customer in writing of their intention to secure the Unit.
- 8.7 If a full 21 days has past and no payment has been received, the Owner has a right to claim a lien over the contents of the storage unit and sell and pass ownership of the contents (or otherwise dispose of the contents) to pay first the costs incurred by the Owner and secondly in paying the debt and to hold any balance for the Customer (no interest will be accrued).
- 8.8 If the contents of the Unit cannot be sold for any reason whatsoever the Owner is authorised to treat them as abandoned goods and to destroy them or otherwise dispose of them at the Customer's cost;
- 8.9 The Owner reserves the right to continue to charge rental for the Unit until the contents are sold or removed, the debt is paid in full, keys are returned and the Unit is returned in a fit state for rental.
- 8.10 The customer is liable for any costs incurred in administering the debt collection and/or sale process of goods.