

North London Container Storage Terms & Conditions of Storage

These conditions explain your rights, obligations & responsibilities and those of North London Container Storage (NLCS). A contract is a two-way agreement and it is important each party understands it.

In these conditions the word “you” means you the customer; the words “we” or “us” means NLCS. These conditions can only be amended by written agreement between you and us.

1. IMPORTANT: Limited Liability and Insurance

In the removal and storage industry, limited liability is standard practice because the contractor does not know the value of customers’ goods. We encourage our customers to take out “all risks” insurance cover to protect themselves against losses greater than the limits set out in paragraphs 6 and 7 of our terms & conditions, and for risks where they have no right of recourse against us. Please note that we do not insure the goods whilst they are on site.

2. Our Quotation

Our quotation does not include Government taxes and excise duties. The price quoted is valid for a period of 3 calendar months from the date of the quotation provided you have accepted it in writing within 28 days from the date of the quotation.

3. Goods Unacceptable for Storage or Transit

We will not accept for storage or transit any of the following:

- a) Toxic, flammable, explosive or other potentially dangerous products.
- b) Goods that encourage vermin or other pests that may cause disease or infection.
- c) Food of any kind, except in unopened tins or cans.
- d) Any form of firearms or drugs.
- e) Flora and fauna (i.e. plants, animals, birds etc)
- f) Jewellery and other valuables. We will not accept any goods the customer no longer requires. We accept goods for storage and will not dispose of goods on your behalf.

~~4. Your Responsibility on the Day of Move~~

~~You are responsible for:~~

- ~~a) All packing.~~
- ~~b) Any breakage's in transit where such breakage is caused by inadequate packing or the act or omission of the customer.~~
- ~~c) Insurance for goods in transit.~~

~~d) Insurance for goods while the trailer is at your premises.~~

~~e) Insurance for goods held in storage.~~

5. Ownership of Goods

By entering into this contract, you agree and warrant that:-

a) The goods are your own property.

b) You have the authority of the owner of the goods to make this contract in respect of the goods to be removed and stored.

You will indemnify us in respect of any claim for damages and/or costs against us if these warranties are not true.

6. IMPORTANT: Our Liability For Loss Or Damage

a) WE WILL NOT BE LIABLE FOR LOSS OR DAMAGE TO YOUR GOODS

b) WE WILL NOT BE LIABLE FOR LOSS OR DAMAGE RESULTING FROM:

Any vermin or similar infestation, mould, deterioration, discolouration

War, invasion, acts of foreign enemies (whether war declared or not), civil commotion, military coup, wear and tear, leakage or evaporation, atmospheric or climatic changes

Damp or mildew. We draw your attention to the fact that our premises are not heated goods should be packed appropriately

Any items referred to in paragraph 3 above.

Any goods missing/any shortfall found when checking your property

7. Our Right Of Lien

We have a legal right to withhold and ultimately dispose of some or all of your goods if you do not pay when requested all of our charges and other payments due under this contract. These include any charges we pay on your behalf. While we hold the goods and wait for payment you will be liable for all storage charges and other costs incurred by with-holding your goods and these terms and conditions will continue to apply.

8. Our Right To Sell Your Goods

We may by giving you 28 days notice in writing to your last known address, require you to remove your goods from our custody and to pay all monies due to us. If, after 28 days from the date of notice you have not paid all sums due to us we can sell or dispose of some or all of your goods without further notice. The cost of the sale or disposal will be charged to you. The net proceeds of

any sale will be credited to your account and we will pay any eventual excess to you without interest.

9. Payment

9.1 Storage charges are payable in advance on the 1st of each month. (Cheques not accepted)

9.2 All payments are to be made without any set-off, withholding or deduction except such amount (if any) of tax as that party is required to deduct or withhold by law.

9.3 The time of payment shall be of the essence of these terms and conditions. If you fail to make any payment on the due date in respect of the price or any other sum due under these terms and conditions then we shall, without prejudice to any right which the Supplier may have pursuant to any statutory provision in force from time to time, have the right to charge you interest on a daily basis at an annual rate equal to the aggregate of Five per cent and the base rate of Natwest Bank PLC from time to time on any sum due and not paid on the due date. Such interest shall be calculated cumulatively on a daily basis and shall run from day to day and accrue after as well as before any judgement, or a monthly late fee of £30.00.

All storage payments are NON REFUNDABLE.

10. Force Majeure

10.1 Neither the Supplier nor the Client shall be liable to the other or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of its obligations in relation to the Services, if the delay or failure was due to any cause beyond that party's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond either party's reasonable control:-

10.2 act of God, explosion, flood, tempest, fire or accident;

10.3 war or threat of war, sabotage, insurrection, civil disturbance or requisition;

10.4 acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;

10.5 import or export regulations or embargoes;

10.6 strikes, lock-outs, or other industrial actions or trade disputes (whether involving employees of either the Supplier or the Client or of a third party);

10.7 difficulties in obtaining raw materials, labour, fuel, part or machinery;

10.8 power failure or breakdown in machinery.

11. Revision of Storage Charges

We review our charges periodically. You will be given 28 days notice of any increase and the opportunity to cancel the contract and / or remove your goods from storage.

12. Claims Time Limit

All claims must be notified to us within 7 days of delivery of the goods.

13. Termination

If you wish to terminate your contract you should give us 28 days notice. If we can release your goods earlier we will do so provided your payments are up to date.

14. Disputes

Any disputes of these terms and conditions will be resolved under English law.

15. Deposits

A deposit of £50.00 will be taken on inception of the storage contract to cover the provision of a standard padlock and key, should the lock and not be returned in a functioning state at the end of the contract the deposit will be forfeit.

16. Other terms not covered above

- 16.1 No other lock than the one provided made be used to secure the container.
- 16.2 We reserve the right to give access to the container to any person with a just requirement / suitable warrant to inspect the goods stored within
- 16.3 Access to the containers is strictly between 8am and 9pm, access outside these time is by appointment only and may be subject to charge.
- 16.4 The minimum rental term is 4 weeks (28 days) which is payable in advance.
- 16.5 The notice period to end a storage contract either way is 4 weeks (28 days) this is to be done in writing only.