

Woodpecker Self Storage | Terms and Conditions

1 INTERPRETATION

The following definitions and rules of interpretation apply in this Licence:

1.1 Definitions:

- 1.1.1 "**Barrier System**" means the barrier system situated at the entry point to the Site for which the Customer shall receive an access code.
- 1.1.2 "**Customer, you, your**" means the customer wishing to store Property in the Unit as named on the Order Form.
- 1.1.3 "**Deposit**" means the sum set out in the Order Form, being 4 weeks' Licence Fee.
- 1.1.4 "**Designated Hours**" means 24/7 access 365 days a year.
- 1.1.5 "**Licence Fee**" means the amount set out in the Order Form per month or such other amount as Woodpecker Self Storage in its absolute discretion may from time to time determine on giving 4 weeks' notice to the Customer.
- 1.1.6 "**Licence Fee Commencement Date**" means the date set out in the Order Form being the date this Licence commences.
- 1.1.7 "**Licence Period**" means the period set out in the Order Form which must be no less than the Minimum Licence Period, subject to early termination in accordance with clauses 7 or 8.
- 1.1.8 "**Minimum Licence Period**" means 4 weeks.
- 1.1.9 "**Order Form**" means the attached customer order form setting out the specific details of this Licence and signed by the Customer.
- 1.1.10 "**Permitted Use**" means the storage of Property only in accordance with the terms of this Licence.
- 1.1.11 "**Property**" means the goods and property of the Customer stored in the Unit.
- 1.1.12 "**Site**" means the applicable storage site as identified on the Order Form.
- 1.1.13 "**Unit**" means the storage room allocated to the Customer by Woodpecker Self Storage and as identified by number on the Order Form.
- 1.1.14 "**Woodpecker Self Storage**" means Woodpecker Self Storage which is a trading division of Willbox Ltd (company number: 04075696) and whose registered office is at Manor House Avenue, Millbrook, Southampton, Hampshire, SO15 0LF.

1.2 Clause headings shall not affect the interpretation of this Licence.

1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.4 Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular.

1.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.6 A reference to **writing** or **written** includes email.

2 STORAGE LICENCE

2.1 Subject to payment of the Licence Fee, Woodpecker Self Storage permits the Customer to use the Unit for the Permitted Use for the Licence Period and grants access onto the Site during the Designated Hours via the Barrier System for the purposes of travelling to and from the Unit.

2.2 Woodpecker Self Storage shall use reasonable endeavours to provide the Customer with advance warning of necessary changes to the Designated Hours, however reserves the right to change the Designated Hours temporarily to other reasonable times, without giving the Customer prior notice.

2.3 The Customer acknowledges that:

- 2.3.1 the Customer shall use the Unit as a licensee and that no relationship of landlord and tenant is created between Woodpecker Self Storage and the Customer and that Woodpecker Self Storage are not bailees or custodians of the Property;
- 2.3.2 Woodpecker Self Storage retains control, possession and management of the Unit and the Customer has no right to exclude Woodpecker Self Storage from the Unit;
- 2.3.3 it is the Customer's responsibility to check that the Unit is suitable for the storage of the Property and Woodpecker Self Storage give no warranty in this respect;
- 2.3.4 this licence is personal to the Customer and is not assignable and the rights given in clause 2.1 may only be exercised by the Customer; and
- 2.3.5 Woodpecker Self Storage shall be entitled at any time on giving not less than 2 weeks' notice to require the Customer to transfer to a comparable Unit elsewhere on the Site and you shall comply with such requirement. In such circumstances, Woodpecker Self Storage agrees to pay your reasonable costs of removal, approved in writing in advance of such removal.

- 2.4 The Customer warrants that throughout the Licence Period it has knowledge of the Property in the Unit from time to time and that the Property is owned by you or that you have authority from the owner to store the Property in the Unit on the terms of this Licence.

3 DEPOSIT AND CHECKS

- 3.1 The Customer shall pay Woodpecker Self Storage the Deposit on or before the Licence Fee Commencement Date. The Deposit shall be returned to the Customer (without interest) upon termination of this Licence in accordance with clauses 7 and 8, less any amount Woodpecker Self Storage may deduct to cover the following:
- 3.1.1 any unpaid monies due to Woodpecker Self Storage in accordance with this Licence; or
 - 3.1.2 any costs incurred in accordance with clause 9.2 and/or repairs, maintenance or cleaning which Woodpecker Self Storage consider reasonably required as a result of the storage of the Property in the Unit, in order to bring the Unit up to substantially the same standard and condition as it was on the Licence Commencement Date.
- 3.2 Woodpecker Self Storage shall repay the Deposit (less any deductions made in accordance with clause 3.1) to the Customer within 28 days of termination of this Licence via the Customer's original method of payment, unless otherwise agreed.
- 3.3 Woodpecker Self Storage reserves the right to carry out a credit check or request a guarantor of your payment obligations (at its sole discretion) before agreeing to grant you (or continuing to permit you to enjoy) the rights set out in clause 2.1.

4 PAYMENT OF THE LICENCE FEE

- 4.1 The Customer agrees and undertakes:
- 4.1.1 to pay to Woodpecker Self Storage the Licence Fee payable without any deduction in advance on the Licence Fee Commencement Date and each monthly anniversary thereof, together with such VAT as may be payable on the Licence Fee;
 - 4.1.2 to complete and return the direct debit mandate supplied by Woodpecker Self Storage prior to the Licence Fee Commencement Date. The Licence Fee is to be paid by direct debit unless otherwise agreed with Woodpecker Self Storage; and
 - 4.1.3 to pay to Woodpecker Self Storage interest on the Licence Fee or other payments due at the rate of 4% per cent per annum above the base rate of Lloyds Bank Plc from time to time calculated on a daily basis from the due date until payment if the Customer shall fail to pay the Licence Fee or any other payments due under this Licence within 14 days of the due date (whether formally demanded or not).
- 4.2 Woodpecker Self Storage shall have a right of lien, which is a right to seize and sell or otherwise dispose of some or all of the Property as security for your obligation to make payments under this Licence. If any sum owing to Woodpecker Self Storage is not paid when due ("Debt"), you authorise Woodpecker Self Storage without further notice to:
- 4.2.1 refuse you and your agents access to the Property, the Unit and the Site and to overlock the Unit until the Debt is paid in full;
 - 4.2.2 enter the Unit and inspect and/or remove or store the Property elsewhere and charge you all reasonable costs in doing so; and
 - 4.2.3 apply the Deposit against the Debt and if insufficient to clear it in full, hold onto and/or ultimately sell or dispose of some or all of the Property (having given you 14 day's prior written notice of its intention to do so) and you acknowledge that Woodpecker Self Storage are entitled to charge you for storage from the date the Debt becomes due until payment is made in full or the Property is sold or disposed of. Woodpecker Self Storage shall sell the Property for the best price reasonably available in the open market, as if it was owner and will pass all rights of ownership in the Property to the buyer. If the sale proceeds do not fully discharge the Debt, you must pay Woodpecker Self Storage the balance immediately upon demand. If the sale proceeds exceed the Debt, Woodpecker Self Storage will hold the balance for you but no interest shall be payable. If in the sole opinion of Woodpecker Self Storage, the Property is not saleable or fails to sell when offered, you authorise Woodpecker Self Storage to treat the Property as abandoned and Woodpecker Self Storage may dispose of the Property as it sees fit at your cost without further reference to you.
- 4.3 Woodpecker Self Storage may vary the Licence Fee or any other term of this Licence as long as it provides you with 4 weeks' notice of such changes. Your continued use of the Unit will be considered your acceptance of such amended terms.

5 CUSTOMER OBLIGATIONS

- 5.1 The Customer shall comply with all reasonable instructions of Woodpecker Self Storage (or its agents) and observe any rules and regulations which Woodpecker Self Storage makes and notifies to you from time to time governing your use of the Unit and access to the Site, including but not limited to the following:
- 5.1.1 to not deposit rubbish anywhere on the Site and maintain the Unit by ensuring it is clean and in good repair;
 - 5.1.2 strictly not to use the Unit other than for the Permitted Use nor connect or provide any utilities or services to the Unit, unless authorised by Woodpecker Self Storage;
 - 5.1.3 to only store the Property inside the Unit. No Property is to be stored outside, on top of or leaning against the Unit. Any Property left unattended outside the Unit anywhere on the Site, shall be treated by Woodpecker Self Storage as abandoned and may at Woodpecker Self Storage's discretion be moved, sold or disposed of immediately with no liability to you;

- 5.1.4 not to allow any other third party to use the Unit. If you wish for another person to have access to the Unit, you must first obtain the permission of Woodpecker Self Storage. You shall be responsible for the actions of anyone you authorise to access the Unit and for anyone that you allow to accompany you onto the Site and into the Unit. Woodpecker Self Storage may require proof of identity from the Customer or any other person at any time and in its sole discretion may refuse access to any person unable to provide satisfactory proof;
 - 5.1.5 you shall be responsible for providing a secure padlock for the Unit at your cost and must ensure that the Unit is locked so as to be secure from unauthorised entry. Woodpecker Self Storage shall not be responsible for locking any unlocked Units or for safekeeping of any padlock keys. Padlock keys are left with any other persons entirely at the Customer's own risk;
 - 5.1.6 to comply with all applicable laws and regulations relating to the Customer's use of the Unit and the Property stored therein;
 - 5.1.7 not to make any alteration or addition whatsoever to the Unit;
 - 5.1.8 not to display any advertisement, signs or notices on the Unit;
 - 5.1.9 ensure that the Property is securely and properly packed for storage and in such condition that the Property does not cause damage to the Unit;
 - 5.1.10 not to do on or in the Unit anything which is illegal or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to Woodpecker Self Storage, any of its other customers, or any owner or occupier of neighbouring property;
 - 5.1.11 not store any of the following items in the Unit:
 - 5.1.11.1 any illegal substances, illegal items or goods obtained illegally;
 - 5.1.11.2 combustible or flammable substances;
 - 5.1.11.3 chemicals, radioactive materials, pollutants, toxic or hazardous materials or contaminated goods or other materials of a potentially dangerous nature;
 - 5.1.11.4 any item which emits any fumes, smell or odour;
 - 5.1.11.5 firearms, explosives, weapons or ammunition;
 - 5.1.11.6 currency, deeds and securities;
 - 5.1.11.7 goods which are environmentally harmful or that are a risk to the property of any person;
 - 5.1.11.8 food or perishable goods unless securely packed so that they are protected from and do not attract vermin;
 - 5.1.11.9 birds, fish, animals or any other living creatures;
 - 5.1.11.10 items which are of a value which cannot be assessed on a financial basis; or
 - 5.1.11.11 any other item notified to the Customer which Woodpecker Self Storage has reasonable reason to prevent the Customer from storing in the Unit.
 - 5.1.12 not to cause or permit to be caused any damage to:
 - 5.1.12.1 the Unit, the Site or any neighbouring property; or
 - 5.1.12.2 any property of other customers of Woodpecker Self Storage;
 - 5.1.13 not to do anything that will or might vitiate in whole or in part any insurance effected by Woodpecker Self Storage or any other person in respect of the Unit and the Site or any other property from time to time or cause the premium to increase; and
 - 5.1.14 to leave the Unit in a clean and tidy condition and to remove all Property from the Unit by the end of the Licence Period. Woodpecker Self Storage may otherwise retain all or part of the Customer's Deposit in accordance with clause 3.1.2.
- 5.2 The Customer shall indemnify Woodpecker Self Storage and keep Woodpecker Self Storage indemnified against all losses, claims, demands, actions, proceedings, damages, costs, expenses or other liability in any way arising from:
- 5.2.1 the Customer's exercise of any rights given in clause 2;
 - 5.2.2 any breach by the Customer of the terms of this Licence; and
 - 5.2.3 Woodpecker Self Storage's enforcement of the terms of this Licence.

6 ACCESS TO THE UNIT BY WOODPECKER SELF STORAGE

- 6.1 The Customer shall permit Woodpecker Self Storage and its agents and contractors to enter the Unit and if necessary to break the padlock to gain entry:
- 6.1.1 if Woodpecker Self Storage gives you not less than 7 days' notice that it wishes to inspect the Unit or carry out repairs, maintenance and/or alterations to it;
 - 6.1.2 at any time without prior notice to the Customer if Woodpecker Self Storage:

- 6.1.2.1 reasonably believes that the Unit contains any items described in clause 5.1.11 or is being used for a purpose other than the Permitted Use,
- 6.1.2.2 are required to do so by law; or
- 6.1.2.3 reasonably believes it necessary in an emergency and/or to prevent injury or damage to persons or property.

7 RIGHT TO CANCEL – SHALL NOT APPLY TO TRADE/BUSINESS CUSTOMERS

- 7.1 If you are a consumer (an individual acting for purposes which are wholly or mainly outside your trade, business, craft or profession) and this Licence is made with Woodpecker Self Storage online, by email or phone or by some other distance means, then the Customer may be entitled, under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, to cancel this Licence with Woodpecker Self Storage within 14 days of the date upon which this Licence is entered into, without giving any reason (“Cancellation Period”).
- 7.2 If you cancel within the Cancellation Period, you will not be liable to pay any charges to Woodpecker Self Storage, unless you have expressly asked on the Order Form for Woodpecker Self Storage to provide storage facilities within the Cancellation Period. If you do request Woodpecker Self Storage to begin providing services within the Cancellation Period, Woodpecker Self Storage shall be entitled to charge for services provided up to the point you cancel in accordance with this Licence.
- 7.3 If this cancellation right applies to you and you wish to cancel within the Cancellation Period, you can notify Woodpecker Self Storage accordingly by post, telephone or email or by completing and sending Woodpecker Self Storage the model cancellation form as set out on Woodpecker Self Storage’s website [<http://woodpeckerselfstorage.co.uk>].

8 TERMINATION

- 8.1 This Licence shall end on the earliest of:
 - 8.1.1 the last day of the Licence Period;
 - 8.1.2 Woodpecker Self Storage giving notice to the Customer to terminate this Licence with immediate effect:
 - 8.1.2.1 if the Customer breaches any of the obligations contained in this Licence;
 - 8.1.2.2 the Customer (being a business/trade customer) takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors, being wound up, having a receiver appointed to any of its assets or ceasing to carry on business;
 - 8.1.2.3 the Customer (being an individual) is the subject of a bankruptcy petition, application or order; or
 - 8.1.3 subject to expiry of the Minimum Licence Period, expiry of not less than 28 days’ notice to terminate given by either party to the other.
- 8.2 Termination of this Licence shall not affect the rights of either party in connection with any breach of any obligation under this Licence which existed at or before the date of termination.

9 REMOVAL OF PROPERTY UPON TERMINATION

- 9.1 Upon termination of this Licence in accordance with clause 8.1.2, the Customer shall remove the Property from the Unit within 7 days’ of Woodpecker Self Storage’s notice and in the event of termination in accordance with 8.1.1 or 8.1.3 the Customer shall remove the Property from the Unit by either the last day of the Licence Period or the date the 28 days’ notice expires, as applicable (each date being the “Final Clearance Date”) and leave the Unit clean and tidy and in the same condition as at the Licence Commencement Date.
- 9.2 If the Unit is not cleared by the Final Clearance Date, Woodpecker Self Storage may treat the Property as abandoned and recover possession of the Unit, breaking the padlock if necessary. The Property may be moved to an alternative storage facility. If Woodpecker Self Storage still does not hear from the Customer (having given it 14 days’ further notice) it shall be entitled to either sell (passing ownership to the buyer) or destroy the abandoned Property at its option. The Customer shall be liable to pay all reasonable costs incurred by Woodpecker Self Storage in removing the Property, selling it and/or destroying it. If any sale proceeds do not fully discharge monies owed to Woodpecker Self Storage, you must pay Woodpecker Self Storage the balance immediately upon demand. If the sale proceeds exceed the monies owed, Woodpecker Self Storage will hold the balance for you but no interest shall be payable.

10 PRIVACY

Woodpecker Self Storage shall process the Customer’s personal data in accordance with all applicable data protection legislation. For further information, please see Woodpecker Self Storage’s privacy policy which can be found on Woodpecker Self Storage’s website [<http://woodpeckerselfstorage.co.uk/privacy-policy>].

11 INSURANCE

- 11.1 Woodpecker Self Storage does not insure the Property whilst it is on Site or stored in the Unit.
- 11.2 It is a condition of this Licence that the Customer shall either:
- 11.2.1 take out and maintain adequate insurance in respect of the Property covering normal perils with a reputable insurance company for a sum which is at least equal to the replacement value of the Property from time to time as set out on the Order Form and provide a copy to Woodpecker Self Storage upon request; or
 - 11.2.2 accept the offer of insurance under Woodpecker Self Storage's policy.

Note that in either 11.2.1 or 11.2.2, Woodpecker Self Storage does not give any advice or recommendation regarding any insurance policy and its suitability to cover the Property and risks to it.

12 NOTICES

- 12.1 Any notice given under this Licence shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or other next working day delivery service or by email to the relevant party as follows:
- 12.1.1 to Woodpecker Self Storage at: Crescent Estate, Station Road, Nursling, Southampton, SO16 0YD, hello@woodpeckerselfstorage.co.uk and
 - 12.1.2 to the Customer at: the contact details as set out in the Order Form.
- or as otherwise specified by the relevant party by notice in writing to each other party.
- 12.2 Any notice given in accordance with clause 12.1 will be deemed to have been received:
- 12.2.1 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; or
 - 12.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second working day after posting; or
 - 12.2.3 if sent by email at the time of transmission.
- 12.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

13 LIMITATION OF WOODPECKER SELF STORAGE'S LIABILITY

- 13.1 The Property is stored at the Customer's sole risk and responsibility. Subject to clause 13.3, Woodpecker Self Storage is not liable for:
- 13.1.1 loss or damage to the Customer's business (if any) including indirect or consequential loss, loss of profits or business interruption;
 - 13.1.2 any theft, damage, destruction or loss of the Property stored in the Unit or whilst on Site;
 - 13.1.3 any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by the Customer in the exercise or purported exercise of the rights granted by clause 2,
- except where this results from Woodpecker Self Storage's negligence or breach of contract, in which case Woodpecker Self Storage's liability shall be limited to £100 in total.
- 13.2 The terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from this Licence.
- 13.3 Nothing in clauses 13.1 and 13.2 shall limit or exclude Woodpecker Self Storage's liability for:
- 13.3.1 death or personal injury or damage to property caused by negligence on the part of Woodpecker Self Storage or its employees or agents;
 - 13.3.2 fraud or wilful default; or
 - 13.3.3 any matter in respect of which it would be unlawful for Woodpecker Self Storage to exclude or restrict liability.

14 FORCE MAJEURE

Neither party shall be in breach of this Licence nor liable for delay in performing, or failure to perform, any of its obligations under this Licence if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances, the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 8 weeks, the party not affected may terminate this Licence by giving 14 days' written notice to the affected party.

15 GENERAL

- 15.1 A person who is not a party to this Licence shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Licence.
- 15.2 Woodpecker Self Storage may at any time assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights or obligations under this Licence.
- 15.3 This Licence constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 15.4 No failure or delay by a party to exercise any right or remedy provided under this Licence or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 15.5 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Licence.
- 15.6 This Licence and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 15.7 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Licence or its subject matter or formation (including non-contractual disputes or claims).