

TERMS & CONDITIONS OF AGREEMENT

1. In this licence agreement the following terms shall have the following meanings:-
 - 1.1 “The Company” means Robworth Storage Limited (Company Registration number 3370212) whose registered office is at Glaslyn Works, Snowdon Street, Porthmadog, Gwynedd, LL49 9
 - 1.2 “The Customer” means the person or persons whose name and details appear on the front page of this agreement.
 - 1.3 “The Storage Charge” means that the monies charged for the use of the Storage Space as per the price list on the front page of this agreement.
 - 1.4 “The Storage Space “ means the space provided to the Customer in which to store the Customers property and which space is either a plot of land measuring approximately 20ft by 10ft or a shipping container as indicated on the front page of this agreement.
 - 1.5 Words importing the singular number shall include the plural and vice versa.
 - 1.6 Words importing any particular gender shall include all other genders.
 - 1.7 References to persons shall include bodies of persons whether corporate or incorporate.
- 2.2 The Company shall upon payment of the Storage Charge make available to the Customer the Storage Space by way of a licence only for the sole purpose of the storage of the Customers goods.
3. The Customer agrees to pay the Storage Charge for the use of the Storage Space in advance by four weekly payments either by cash, cheque, credit card or standing order payments made directly into any bank account from time to time nominated by the Company.
4. The Customer warrants that he is entitled in law or has consent of the person entitled in law to possession of the property to be stored in the Storage Space at all times
5. The Customer further warrants that the property to be stored in the Storage Space does not include:-
 - a. Food or perishable goods.
 - b. Birds, fish or any other living creatures.
 - c. Combustible or flammable material or liquids such as gas, paint, petrol, oil or cleaning solvents.
 - d. Firearms, explosive weapons or ammunition.
 - e. Chemicals, radioactive materials or biological agents.
 - f. Toxic waste, asbestos or other materials of a potential dangerous nature.
 - g. Any item which emits any fumes, smell or odour.
 - h. Any illegal substances, illegal items or goods illegally obtained.
 - i. Compressed gases.
6. The Company may refuse to permit storage of any property whatsoever at the Companies absolute discretion.
7. It is agreed and declared that:-
 - a. This licence may be terminated at any time by the Company or the Customer by not less than two weeks notice in writing or without notice at any time by the Company following any breach of clause 3 or clause 5.
 - b. If following termination of this licence any property belonging to the Customer remains in the Storage Space and the Customer fails to remove it within 14 days of the termination date the Company may remove and sell or otherwise dispose of the property stored in the Storage Space without any liability upon the Company to obtain the best high or reasonable price for the said property. At all times the said property will be at the Customers risk and no liability shall fall on the Company in respect of damage to or destruction disposable of the said property.
 - c. If following the termination of this licence the Storage Charges are four weeks or more in arrears the Company may remove and sell or otherwise dispose of the property stored in the Storage Space without any liability on the Company to obtain the best or high reasonable price for the said property.

- d. Any surplus in the proceeds of sale of the property in accordance with clause 7.2 or 7.3 above following deduction of any outstanding Storage Charges and the incidental costs of the sale shall be paid to the Customer. Any other rights or remedies the Company may have will remain in force.
 - e. If the Company is unable to locate the Customer at the address provided on the front page of this agreement or any other address of which the Company has been notified in writing the Company may retain the proceeds of sale absolutely unless the Customer claims them within 2 months of the date upon which the property was disposed of.
 - f. The Customer will indemnify the Company against any liability incurred to any third party whose property is sold by the Company in good faith (which is presumed, unless proven to the contrary)
- 8 Neither party shall be liable for any default due to any act of God, war, strike lockout, industrial action, fire, flood, drought, tempest or other event beyond the reasonable control of either party.
- 9 This licence is not intended to and does not create a tenancy and is personal to the customer and is not assignable.
- 10 This agreement contains the whole agreement between the parties and supersedes any prior written or oral agreements between them and the parties confirm that they have not entered into this agreement on the basis of any representations that are not expressly incorporated in this agreement.