

MANGO STORAGE LIMITED GENERAL TERMS AND CONDITIONS OF BUSINESS

Introduction

These Conditions explain the rights, obligations, and responsibilities of all parties to the Agreement. Where we use the word ‘you’ or ‘your’ it means the Customer and/or the Customer’s agent or subcontractor: ‘we’, ‘us’ or ‘our’ means Mango Storage Limited or any subcontractor or agent acting on behalf of us. Your attention is drawn to clauses 5, 10, 11 and 12, which set out our liability to you for loss of or damage to goods and property.

1 Definitions and interpretation

- 1.1 In these Conditions, the following definitions apply:
- 1.1.1 **Agreement:** the agreement between you and us arising from your acceptance of the Quotation and incorporating these Conditions.
- 1.1.2 **Conditions:** the terms and conditions set out herein.
- 1.1.3 **Document(s):** anything in which information of any description is recorded whether in hardcopy format, electronically or otherwise, including but not limited to files of paper records, data/images held on electronic devices, magnetic media and/or scanned images. Documents will be stored in designated boxes.
- 1.1.4 **Goods:** the goods detailed in the Quotation.
- 1.1.5 **Limited Liability:** shall have the meaning set out in clause 33.
- 1.1.6 **Normal Working Hours:** 09:00 to 17:00 during Working Days.
- 1.1.7 **Quotation:** any quotation which we provide to you and incorporating these Conditions.
- 1.1.8 **Standard Liability:** shall have the meaning set out in clause 24 and 32.
- 1.1.9 **Services:** all services provided by us under the Agreement.
- 1.1.10 **Working Day(s):** a day other than a Saturday, Sunday or public holiday.
- 1.1.11 **Unit(s):** containers in which items other than Documents are submitted for storage.

- 1.2 In these Conditions (unless the context otherwise requires):
- 1.2.1 A reference to a clause is a reference to a clause of these Conditions. Clause headings do not affect the interpretation of these Conditions.
- 1.2.2 A reference to writing or written includes faxes and e-mails (subject to proof by way of a transmission report or delivery receipt).
- 1.2.3 Except where the context otherwise requires words denoting the singular include the plural and vice versa; words denoting any gender include all genders; words denoting persons include firms and corporations.
- 1.2.4 Any words following the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2 Our Quotation

- 2.1 We may change the price set out in the Quotation or make additional charges due to unforeseen circumstances. These include but are not limited to:
- 2.1.1 You not accepting the Quotation in writing within 28 days of the date of the Quotation, or where the Services are not carried out or completed within three months of the date of the Quotation.
- 2.1.2 Changes to our costs due to, but not limited to, currency fluctuations, changes in taxation, changes in freight charges, etc.
- 2.1.3 At your request, the work is carried out outside Normal Working Hours.
- 2.1.4 We are required to collect or deliver Goods above the ground floor or first floor.
- 2.1.5 Organising your collection of the Goods from our warehouse.

- 2.1.6 Supplying additional services, including, but not limited to, moving or storing extra goods. For the avoidance of doubt, these Conditions will apply to any additional services provided.
- 2.1.7 Where the stairs, lifts or doorways are inadequate for free movement of the Goods without mechanical equipment or structural alteration, or the approach, road or drive is unsuitable for our vehicles and/or containers to load and/or unload within 20 metres of the doorway.
- 2.1.8 We are required to pay parking or other fees or charges in order to carry out the Services on your behalf.
- 2.1.9 There are delays or events outside our reasonable control which increase or extend the resources or time required to complete the Services.
- 2.2 In the event of any of the circumstances set out in sub-clause 2.1 occurring, we will notify you of the applicable additional charges and such charges will become payable.
- 2.3 At our discretion, we may agree to undertake additional services to those envisaged under sub-clause 2.1 including, but not limited to, shredding of Documents, etc. The terms for such additional services, including charges, shall be agreed prior to performance of the same.
- 2.4 Our Quotation, unless otherwise stated, does not include customs duties, inspection charges and/or any other fees or taxes payable to government bodies.

3 Services not included

- 3.1 Unless otherwise agreed by us in writing, we will not:
- 3.1.1 Dismantle or assemble units or system furniture (e.g. flat-packs), fitments or fittings.
- 3.1.2 Disconnect, re-connect, dismantle or re-assemble appliances, fixtures, fittings or equipment.
- 3.1.3 Take up or lay fitted floor coverings.
- 3.1.4 Move items from a loft, unless properly lit and floored and where safe access is provided.
- 3.1.5 Move any Document storage box which exceeds 16kg in weight.
- 3.1.6 Collect any Goods which are not boxed in a manner which we or our collection/removal staff in our reasonable opinion deem appropriate.
- 3.2 Our staff are not authorised or qualified to carry out the work or services set out in sub-clause 3.1. Accordingly, we recommend that you engage the services of qualified persons to carry out such work or services.

4 Your responsibility

- 4.1 It is your sole responsibility to:
- 4.1.1 Produce a list or inventory for your Goods prior to the storage of the Goods. Where we produce a list, an inventory and/or a receipt for your Goods and send this to you, then such list, inventory and/or receipt will be deemed accurate unless you advise us in writing within 5 Working Days of the date of such document being sent to you that the document contains errors and/or omissions.

- 4.1.2 Obtain at your own expense, all documents, permits, permissions, licences, etc, necessary for the collection, storage and delivery of the Goods.
- 4.1.3 Be present or represented during the collection and delivery of the Goods and check the Goods for damages.
- 4.1.4 Undertake a health and safety risk assessment covering access to your premises for our safe collection and delivery of your Goods in the event that we are required to do so.
- 4.1.5 Ensure you have insurance as required by statute covering your premises and/or business.
- 4.1.6 Ensure that the relevant inventories, receipts, waybills, job sheets or other relevant documents relating to the collection and/or delivery of Goods are signed by you or your authorised representatives. For the avoidance of doubt, such signature shall be deemed to be conclusive evidence that we collected or delivered the correct Goods.
- 4.1.7 Take all reasonable steps to ensure that during the collection of your Goods all of the subject Goods are collected and that no other goods are taken away in error.
- 4.1.8 Arrange adequate supervision for Goods left in unoccupied or unattended premises, or where other people such as, but not limited to, tenants or workmen are, or will be present.
- 4.1.9 Provide us with a valid and up to date address for correspondence and contact name during the removal/collection, transit and/or storage of the Goods.
- 4.1.10 Notify us immediately in writing of any change of contact details and those of your next of kin including address, telephone number(s), email address(es), bank details, etc.
- 4.2 You shall only be permitted to store your Goods with us in boxes which we have supplied or, alternatively, in boxes which we have previously approved.

5 Our responsibility

- 5.1 In the event that we have undertaken to pack the Goods, or otherwise make them ready for transportation and/or storage, we agree to make your Goods available to you for collection undamaged. By "undamaged" we mean in the same condition as the Goods were in at the time when they were made ready for transportation and/or storage.
- 5.2 In the event that we have undertaken to transport the Goods for the purpose of storage, we agree to make your Goods available to you for collection undamaged (the meaning of which is stated in sub-clause 5.1). We have the right to choose the method and route by which to carry out the transportation of the Goods. Unless otherwise agreed in writing or in the Quotation, other space/volume/capacity in our vehicles and/or containers may be utilised for the consignment of other customers.
- 5.3 Where applicable, all collections and deliveries shall be made during Normal Working Hours from and to a central point (on the ground floor or first floor) within your office or building unless some other prior arrangement has been made with us and confirmed in writing.
- 5.4 We reserve the right to sub-contract some or all of our responsibilities under this clause 5 and, if so, these Conditions will still apply.

6 Ownership of the Goods

- 6.1 By entering into the Agreement, you warrant that:
 - 6.1.1 the Goods to be removed and/or stored are your own property; and/or
 - 6.1.2 the person(s) who own or have an interest in the Goods have given you express authority to enter into the Agreement and have been made aware of these Conditions.
- 6.2 You will indemnify us for any claim for damages and/or costs arising out of your breach of sub-clause 6.1.

7 Charges if you postpone or cancel the Agreement

In the event that you postpone or cancel the Agreement, we reserve the right to charge you up to 100% of the price payable under the Agreement, subject to a minimum charge of £60.

8 Goods destined to or received from a place outside the UK

- 8.1 We do not accept liability for loss of or damage to Goods confiscated, seized, removed, damaged, etc, by customs authorities or other government agencies.
- 8.2 We do not accept liability for loss of or damage to Goods occurring in certain overseas countries, including Gambia, Iran, Iraq, Nigeria, Libya, Lebanon, Angola, Cambodia, Vietnam, N. Korea and Former States of the USSR. This list is not exhaustive, and we will advise you at the time of quotation if this exclusion applies.
- 8.3 We will use our reasonable endeavours to provide you with up to date information to assist you with the import and/or export of your Goods. Information on such matters as national or regional laws and regulations, which are subject to change and interpretation at any time, is provided in good faith and is based upon existing known circumstances. It is your responsibility to seek appropriate advice to verify the accuracy of any information provided by us.

9 Damage to premises or property other than Goods

- 9.1 On the basis that third party contractors are frequently present at the time of collection or delivery of goods, our liability for loss or damage is limited as follows:
 - 9.1.1 If loss or damage is caused to premises or property (other than the Goods) as a result of our gross negligence, our liability is to be assessed as a sum equivalent to making good the damaged area subject to a maximum liability of £1,000 (one thousand pounds).
 - 9.1.2 We shall not be liable for any damages caused as a result of moving Goods under your express instruction but against our advice.
- 9.2 If we are responsible for causing damage to the premises or to property (other than the Goods), you must notify us within 24 hours of the occurrence of such damage. For the avoidance of doubt, time shall be of the essence in relation to this sub-clause 9.2.

10 Limited Liability

- 10.1 Clause 33 relates to Limited Liability and applies in relation to Unit storage.

11 Standard Liability

- 11.1 Clause 24 relates to Standard Liability and applies in relation to Document storage.
- 11.2 Clause 32 relates to Standard Liability and applies in relation to Unit storage.

12 Exclusions of liability

- 12.1 Except as otherwise provided under our Standard Liability and Limited Liability, we exclude all liability whatsoever and howsoever arising in respect of the Goods and Services including (without limitation) all liability for loss (including any direct or indirect loss), damage, deterioration, delay, non-delivery, mis-delivery, unauthorised delivery or non-compliance with instructions ("Loss"). However, if and to the extent that Loss is proved to have been caused directly by our neglect or wilful act

or default, we will accept liability for Loss in accordance with our Limited Liability or Standard Liability, as appropriate.

12.2 We will not be liable for any Loss, whether in accordance with our Limited Liability or Standard Liability, or otherwise, in respect of any goods not permitted under clauses 21 and 29.

12.3 In respect of Standard Liability (see clause 11) and Limited Liability (see clause 10), we will not be liable for any Loss if caused by any of the following circumstances:-

12.3.1 By war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, terrorism, rebellion and/or military coup, Act of God, industrial action or chemical, biological, bio-chemical, electromagnetic weapons, cyber attacks and other such events outside our reasonable control.

12.3.2 Loss arising from ionising radiations or radioactive contamination.

12.3.3 Loss arising by normal wear and tear, natural or gradual deterioration, leakage or evaporation or from perishable or unstable goods. This includes goods left within furniture or appliances.

12.3.4 Loss arising as a result of vermin, moth, insects and similar infestation, damp, mould, mildew or rust.

12.3.5 Loss arising as a result of changes to atmospheric or climatic conditions.

12.3.6 Loss to any items left and/or found in wardrobes, drawers or appliances, or in a package, bundle, carton, case or other container.

12.3.7 Loss to china, glassware and fragile items unless packed and unpacked by us.

12.3.8 Loss to the electrical or mechanical derangement of any appliance, instrument, clock, computer or other equipment.

12.3.9 Loss to any electronically held data whether on any appliance, instrument, computer or other equipment.

12.3.10 Loss to motor vehicles by way of scratching, denting and/or marring unless you obtain from us a pre-collection condition report.

12.3.11 Loss to a motor vehicle whilst being driven under its own power other than for the purpose of loading onto or unloading from the carrying conveyance or container.

12.3.12 Loss sustained by accessories and removable items to motor vehicles.

12.3.13 Loss to any Goods which have a pre-existing defect or are inherently defective.

12.4 No employee or agent of ours shall be separately liable to you for any loss, damage, mis-delivery, errors or omissions under the terms of the Agreement.

12.5 Our liability will cease upon you collecting your Goods from our warehouse or, if applicable, upon the completion of our delivery of the Goods to you.

13 Time limit for claims

13.1 Notwithstanding clauses 10, 11 and 12, we will not be liable for any Loss in respect of Goods or property unless such is notified to us in writing immediately upon your first inspection or access to the Goods in storage. If you collect the Goods or if we deliver the Goods to you, then you must notify us of any Loss in respect of Goods or property within seven (7) days of delivery or collection of the Goods and such notification must be in writing.

13.2 For the purpose of this clause 13, time shall be of the essence. If no claim is made within the time frame set out in sub-clause 13.1, you shall be deemed to have waived all and any rights you may have had in relation to the alleged Loss.

14 Liability

14.1 We provide storage liability cover for goods with a declared value not exceeding £5,000. Where the declared value exceeds £5,000, we will notify you of the extra charges payable by you in respect of storage liability cover.

14.2 Notwithstanding sub-clause 14.1, the transportation (if applicable) and storage of the Goods by us shall be at all times at your risk. You shall be responsible at all times for obtaining and maintaining adequate insurance cover in respect of your Goods. If you fail to do so, or if we are not satisfied that the cover is adequate for whatever reason, we shall be entitled to terminate the Agreement forthwith.

15 Our Right to hold the Goods (lien)

15.1 We shall have the right to refuse access to and/or ultimately dispose of some or all of your Goods in accordance with clauses 26 and/or 34, as appropriate, until you have paid all of our charges and expenses under the Agreement or any other agreement which we may have with you.

15.2 For the avoidance of doubt, while we hold your Goods in accordance with sub-clause 15.1 above, you will be liable to pay all storage charges and other costs incurred.

16 Insolvency

In the event that a winding up, bankruptcy, receivership or administrative order or any other insolvency step is taken or made against you, the Agreement shall be deemed to terminate automatically with immediate effect, subject to our rights under the Agreement, including our rights of lien referred to in clause 15 until all outstanding and/or ongoing storage and handling charges have been paid in full.

17 Your forwarding address

17.1 In accordance with sub-clauses 4.1.9 and 4.1.10, you must ensure we have an up-to-date address for you and your next of kin for correspondence. For the avoidance of doubt, you will be liable for any expenses we may incur in establishing your current whereabouts.

17.2 If you do not provide us with an address or do not respond to any correspondence or notice, you hereby permit us to publish such notice in The London Gazette and/or a public newspaper in the area from which the Goods were removed. Such notice will be deemed received by you seven days after its publication date.

18 Notices

18.1 Any notices under the Agreement must be in writing and may be given:

18.1.1 to any company which is a party to the Agreement at its registered office or at the address shown on the Quotation as the address of that party;

18.1.2 to any individual who is a party at the last known address of that individual or at the address shown on the Quotation as the address of that party; or

18.1.3 in either case, to such other address as may have been notified by that party in writing.

18.2 Any notices under the Agreement will be effectively served:

18.2.1 on the day of receipt, where delivered by hand or electronic means of communication if received on a Working Day before or during Normal Working Hours;

18.2.2 on the following Business Day, where delivered by hand or electronic means of communication if received outside Normal Working Hours; or

18.2.3 on the second Working Day following the day of posting from within the United Kingdom, where delivered by first class post or recorded delivery postage prepaid.

19 Disputes

If any dispute arising out of the Agreement (except those related to charges payable to us) cannot be settled by agreement, either party may refer it to an independent mediator or an arbitrator appointed by the Chartered Institute of Arbitrators. The cost of any such mediation or arbitration will be at the discretion of the mediator or arbitrator. This does not prejudice either party's right to commence court proceedings.

20 General Provisions

20.1 You shall pay any and all of our legal costs reasonably incurred in connection with the recovery of any and all sums due under the Agreement where you have failed to pay within the time period stipulated on our invoices.

20.2 No waiver or forbearance by us (whether express or implied) in enforcing any of our rights under the Agreement shall prejudice our right to do so in the future.

20.3 The Agreement, together with any document expressly referred to in any of its terms, contains the entire agreement between the parties relating to the subject matter covered. No oral explanation or oral information given by any party shall alter the interpretation of the Agreement or shall be binding upon the other.

20.4 If there is any conflict between these Conditions and the terms set out in a Quotation, we will determine at our sole discretion whether the Quotation or the Conditions shall prevail.

20.5 We reserve the right to vary these Conditions at any time and to notify you of any such variations which will come into effect 21 days after our notification to you.

20.6 If any provision of these Conditions is held to be invalid or unenforceable, in whole or in part, that provision or part shall to that extent be deemed not to form part of the Agreement. For the avoidance of doubt, the validity and enforceability of the remainder of the provisions of these Conditions shall not be affected.

20.7 Except as expressly provided in the Agreement, a person who is not a party to the Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement.

20.8 We may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of our rights or obligations under the Agreement.

20.9 The Agreement shall be subject to the laws of England and Wales and the parties agree to submit to the exclusive jurisdiction of the English courts.

DOCUMENT STORAGE

21 Goods not authorised to be submitted for removal and/or storage

21.1 The following items must not be submitted for removal or storage:

21.1.1 Stolen or prohibited Documents, including those containing potentially defamatory, libellous, slanderous, offensive, abusive, obscene, menacing or pornographic material;

21.1.2 Documents which require special licence or government permission for export or import without first obtaining such licence or permission.

18.2.3.1 o

21.2 If you submit any Documents set out in sub-clause 21.1 without our knowledge, we will, upon discovery, take such steps as we consider necessary, including the disposal of such Documents. Furthermore, you will be liable for any charges, expenses, damages, legal costs or penalties which we may incur as a result of the unauthorised Documents.

21.3 Any individual Document storage box shall not exceed 16kg in weight.

21.4 Documents submitted shall not have any intrinsic or face value.

22 Retrieval of Documents

22.1 Subject to the terms of this clause 22, you may permanently retrieve all Documents which you have deposited with us provided you send us a delivery request in writing and such delivery request should give us not less than 28 days notice.

22.2 Subject to the terms of this clause 22, provided the requisite delivery request is received by us by no later than 14.00 hours on any Working Day in relation to temporary retrievals, we shall use our reasonable endeavours to deliver the requested Documents to you on the next Working Day. If so requested by you, we shall also use our reasonable endeavours to provide a same day delivery service by courier in relation to temporary retrievals, the cost of such courier to be charged to you and borne as an additional expense.

22.3 We reserve the right to refuse to make the Documents available to you until:

22.3.1 we receive a delivery request in accordance with sub-clause 22.1. At our sole discretion, we may accept a delivery request which you have made by telephone; and

22.3.2 your full payment of all outstanding charges.

22.4 Permanent retrieval of Documents (i.e. where Goods are not returned) will incur an exit charge and/or a handling charge in accordance with our exit rates/handling charges prevailing from time to time.

22.5 In the event of snow, ice, accident or other reason causing delay in delivery, we will inform you of the situation and will effect delivery as soon as possible thereafter. In any event, we shall not be liable to you for any delay in delivery.

22.6 You shall be responsible for checking the delivery of any retrieved boxes and shall sign (with name printed beneath) our delivery sheet/book forthwith upon delivery (such signature being deemed to be conclusive evidence that the correct Documents/Goods have been delivered by us).

23 Payment

23.1 Unless otherwise agreed by us in writing:

23.1.1 payment under the Agreement is required by cleared funds in advance of the removal and/or storage date.

23.1.2 we will render our invoices to you on a monthly basis but reserve the right to render the invoices at any time. Save as agreed otherwise in writing, you shall be liable to pay all our invoices in full within 7 days of the date of the invoice. You may not withhold any part of the invoice amount.

23.1.3 if you fail to make any payment due to us by the due date for payment then we will charge a £15.00 administration fee for every unsuccessful payment and without prejudice to any other right or remedy we may have, you shall pay interest on the

overdue amount at the rate of 4% per annum above the base lending rate of Barclays Bank plc from time to time. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You shall pay the interest together with the overdue amount.

- 23.1.4 we reserve the right to review our charges from time to time and to implement any increases we consider necessary. Any such increases shall be notified to you and shall take effect 21 days after notification.

24 Standard liability

- 24.1 Subject to sub-clause 5.1, our liability to you in the event of loss or damage to your Documents arising as a result of our breach of the terms of clause 5, will be determined in accordance with this clause 24.

- 24.2 In the event of loss of or damage to your Documents in breach of clause 5, our liability shall be limited to the costs and expenses incurred in reproducing or recompiling such Documents only and shall not include the value that such Documents may represent and/or contain.

- 24.3 The maximum amount which will be paid in respect of a claim shall not exceed £500 per ton and shall not exceed £500 per claim or series of claims.

- 24.4 Where a lost or damaged item is part of a pair or set, the cost of replacement of that item is to be assessed as a sum equivalent to the cost of that item in isolation, not the cost of that item as part of a pair or set, and the assessment shall be subject to the conditions contained in sub-clauses 24.2 and 24.3.

25 Destruction of Goods

- 25.1 Upon receipt of a written instructions signed by you and subject to the terms of this clause 25, we will shred such Documents as shall be specified by you.

- 25.2 Upon receipt of instructions as per sub-clause 25.1 and prior to any shredding, we will inform you of the associated charges and will not proceed until we have received written confirmation of payment of those charges and until we are in receipt of cleared funds.

26 Our right to sell or dispose of the Goods

- 26.1 Where you fail to collect or take delivery of all your Document storage boxes following termination under clause 27 (subject to the payment of all our applicable charges), we will have the right to serve three months written notice of an intended disposal.

- 26.2 Unless all Document storage boxes being stored by us are collected within the aforesaid three month period and all outstanding and ongoing storage and/or handling charges are paid in full prior to collection, then without prejudice to any other rights we may have in respect of any such unpaid charges, we shall be entitled forthwith upon the expiration of the aforesaid three month notice period (and without any liability whatsoever to you or to any other party or parties) to shred, or otherwise dispose of in any manner we deem fit, the Documents contained within such storage boxes.

27 Termination

- 27.1 The Agreement may be terminated at any time by either party giving to the other not less than three months notice in writing. Upon the expiry of the notice period under this clause, you shall forthwith collect all the Goods subject to our rights under clauses 15 and 26. For the avoidance of doubt, you shall be entitled to collect the Goods immediately upon our receipt of a written

notice of termination under this clause and your payment of all outstanding charges, including a charge to cover the requisite three month notice period under this sub-clause 27.1 and the handling charge under sub-clause 27.2.

- 27.2 In the case of Document storage, we shall be entitled to charge you a handling charge (in accordance with our handling charges prevailing from time to time) in respect of our time in readying the Goods for collection and such charge (together with any other charges remaining unpaid) must be paid in full prior to collection of or, if applicable, delivery of the Goods to you.

UNIT STORAGE

28 Your responsibility

- 28.1 It is your sole responsibility to:-

- 28.2 Declare to us, in writing, the value of the Goods being removed and/or stored. If it is subsequently established that the actual value of the Goods removed or stored is less than the value you declared, you agree that our liability under clause 32 will be reduced to reflect the difference between your declared value and the actual value of the Goods.

- 28.3 Adequately prepare and stabilise all appliances or electronic equipment prior to their removal/collection.

- 28.4 Empty, defrost and clean refrigerators and deep freezers. For the avoidance of doubt, we shall not be liable for any goods left in refrigerators and/or freezers.

29 Goods not authorised to be submitted for removal and/or storage

- 29.1 The following items must not be submitted for removal or storage:

- 29.1.1 Prohibited or stolen goods, drugs, libellous, slanderous, offensive, abusive, obscene, menacing or pornographic material, potentially dangerous, damaging or explosive items (including, but not limited to, petrol, gas bottles, oil, aerosols, paints, firearms and ammunition).

- 29.1.2 Furs exceeding £100 in value, jewellery, watches, trinkets, precious stones or metals, money, stamps, coins or goods or collections of any similar kind.

- 29.1.3 Plants or goods likely to encourage vermin or other pests or to cause infestation or contamination.

- 29.1.4 Perishable items and/or those requiring a controlled environment.

- 29.1.5 Any animals, birds or fish.

- 29.1.6 Goods which require special licence or government permission for export or import without first obtaining such licence or permission.

- 29.2 If you submit any goods set out in sub-clauses 29.1.1 to 29.1.6 without our knowledge, we will take such steps as we consider necessary, including the disposal of the goods. Furthermore, you will be liable for any charges, expenses, damages, legal costs or penalties which we may incur as a result of the unauthorised goods.

30 Retrieval of Goods

- 30.1 Subject to the terms of this clause 30, you may retrieve the Goods which you have deposited with us provided you send us a delivery request in writing and such delivery request should give us not less than 5 Working Days notice and should clearly identify the Goods to be delivered and whether the retrieval is temporary or permanent.

30.2 We reserve the right to refuse to make the Goods available to you until:

30.2.1 we receive a delivery request in accordance with sub-clause 30.1. At our sole discretion, we may accept a delivery request which you have made by telephone; and

30.2.2 your full payment of all outstanding charges.

30.3 Interim access or temporary retrievals (including our delivery, collection and/or handling of the Goods where applicable) will incur an additional handling charge in accordance with our handling charges prevailing from time to time.

30.4 For the avoidance of doubt, we will make the Goods available for collection on the next Working Day after the expiry of the requisite delivery notice under sub-clause 30.1. If so requested by you in writing, we shall transport and deliver the Goods to you subject to your payment of our delivery/handling charges prevailing from time to time.

30.5 In the event of snow, ice, accident or other reason causing delay in delivery, we will inform you of the situation and will effect delivery as soon as possible thereafter. In any event, we shall not be liable to you for any delay in delivery.

30.6 You shall be responsible for checking the delivery of any retrieved Goods and shall sign (with name printed beneath) our delivery sheet/book upon delivery (such signature being deemed to be conclusive evidence that the correct Goods have been delivered by us).

31 Payment

31.1 Unless otherwise agreed by us in writing:

31.1.1 payment under the Agreement is required by cleared funds in advance of the removal and/or storage date.

31.1.2 we will render our invoices to you at four week intervals but reserve the right to render the invoices at any time. Save as agreed otherwise in writing, you shall be liable to pay all our invoices in full within 7 days of the date of the invoice. You may not withhold any part of the invoice amount.

31.1.3 if you fail to make any payment due to us by the due date for payment then we will charge a £15.00 administration fee for every unsuccessful payment and without prejudice to any other right or remedy we may have, you shall pay interest on the overdue amount at the rate of 4% per annum above the base lending rate of Barclays Bank plc from time to time. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You shall pay the interest together with the overdue amount.

31.1.4 we reserve the right to review our charges from time to time and to implement any increases we consider necessary. Any such increases shall be notified to you and shall take effect 21 days after notification.

32 Standard Liability

32.1 Subject to sub-clause 5.1, our liability to you in the event of loss or damage to your Goods arising as a result of our breach of the terms of clause 5, will be determined in accordance with this clause 32 and clause 33 below, subject to a maximum liability of £20,000 per claim or series of claims.

32.2 In the event of loss of or damage to your Goods in breach of clause 5, our liability is to be assessed as a sum equivalent to the cost of repair or replacement of such Goods, whichever is the lower, taking into account the age and condition of the Goods immediately prior to their loss or damage.

32.3 Where a lost or damaged item is part of a pair or set, the cost of replacement of that item is to be assessed as a sum equivalent to the cost of that item in isolation, not the cost of that item as part of a pair or set, and the assessment shall be subject to the conditions contained in sub-clauses 32.1 and 32.2.

32.4 In the event that you wish to insure your Goods for a value greater than £20,000 per claim or series of claims as a result of our breach of the terms of clause 5:

32.4.1 the additional charges associated with the higher level of insurance will be notified to you; and

32.4.2 upon your written confirmation of the additional charges your Goods will be insured at that level.

33 Limited Liability

If you do not provide us with a written declaration of value in accordance with sub-clause 28.2, then in the event of loss of or damage to your Goods in breach of clause 5, our liability is to be assessed as a sum equivalent to the cost of repair or replacement of such Goods, whichever is the lower, taking into account the age and condition of the Goods immediately prior to their loss or damage, subject to a maximum liability of £5,000 per claim or series of claims.

34 Our right to sell or dispose of the Goods

34.1 If payment of our charges in relation to the Goods is outstanding, we shall have the right to serve three months written notice of an intended disposal. If you fail to pay all outstanding amounts due to us, we may sell or dispose of some or all of the Goods without further notice and without any liability whatsoever to you or to any other party.

34.2 The cost of the sale or disposal will be charged to you. The net proceeds (if any) will be credited to your account and any eventual surplus will be paid to you without interest. If the full amount due is not received, we may seek to recover the balance from you. The provisions of this clause shall also apply where you fail to collect or take delivery of your goods following termination under clause 35 (subject to the payment of all applicable charges).

35 Termination

The Agreement may be terminated at any time by either party giving to the other not less than 14 days notice in writing. Upon the expiry of the notice period under this clause, you shall forthwith collect all the Goods subject to our rights under clauses 15 and 34. For the avoidance of doubt, you shall be entitled to collect the Goods immediately upon our receipt of a written notice of termination under this clause and your payment of all outstanding charges.