

# Container Storage Licence Agreement

**This Agreement** is made on

**Between:**

**The Landlord (Licensor):** Farm Safe of Oakleys Farmhouse, Weston, Hertfordshire SG4 7DQ

**and:**

**The Tenant (Licensee):** [ ] of [ ]

## 1. Definitions

**“Storage Unit”** means the container located at Weston Bury Farm, Weston, Hertfordshire, SG4 7DL identified as Unit No. 2.

**“Licence Fee”** means £150.00 per 4 weeks, payable in advance on the 1<sup>st</sup> day of each 4 week period.

**“Commencement Date”** means [ ].

**“Licence Period”** means from the Commencement Date until terminated in accordance with clause 7.

## 2. Grant of Licence

2.1 The Licensor permits the Licensee to use the Storage Unit for the purpose of storing goods and belongings, subject to the terms of this Agreement.

2.2 This Agreement does not create a tenancy.

## 3. Licence Fee and Deposit

3.1 The Licensee shall pay the Licence Fee in advance by standing order or bank transfer, to the account details at the bottom of this Agreement.

3.2 A refundable deposit of £150.000 is payable upon signing this Agreement. This will be returned at the end of the Licence Period, subject to the Unit being left clean and undamaged.

## 4. Use of Storage Unit

4.1 The Licensee agrees to use the container in accordance with Clause 1, Schedule 1.

4.2 The Licensor may enter the Unit in an emergency or with 48 hours’ notice for inspection or maintenance.

## **5. Insurance and Risk**

5.1 The Licensee is responsible for insuring the contents of the Unit. The Licenser accepts no liability for loss or damage to stored goods unless caused by negligence.

## **6. Access**

6.1 Access to the Storage Unit is permitted 7 days a week during daylight hours only.

## **7. Termination**

7.1 Either party may terminate this Agreement by giving the other one 4 week's written notice, and no earlier than 4 weeks from the Commencement Date.

7.2 Upon termination, the Licensee must vacate the Unit, remove all contents, and return it in clean condition.

7.3 If the Licensee fails to vacate, the Licenser may remove the contents and charge reasonable removal and storage fees.

## **8. Default of Payment – Rights to Sell or Dispose of Goods**

8.1 In the event of non-payment of the Licence Fee, the Licenser reserves the right to seize and sell or otherwise dispose of some or all of The Licensee's goods as security for their obligation to make payments under this Agreement. If any sum owing to The Licenser and other fees related to this Agreement are not paid when due ("Debt"), The Licensee authorises The Licenser without further notice to:

8.1.1 refuse The Licensee access to the goods, the Unit and the facility and to overlock the Unit until the Debt has been paid in full;

8.1.2 enter the Unit and inspect and/or remove the goods to another Unit or site and to charge The Licensee for all reasonable costs of doing so on any number of occasions; and

8.1.3 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 goods in accordance with Conditions 8.4 to 8.5.

8.2 The Licensee acknowledges that:

8.2.1 The Licenser shall be entitled to continue to apply storage charges from the date the Debt becomes due until payment is made in full or the Goods are sold or disposed of;

8.2.2 The Licenser will sell the goods as if The Licenser were the owner and will pass all rights of ownership in the goods to the buyer.

8.3 If on termination of this Agreement, The Licensee fails to remove all Goods from the Unit, The Licenser is authorised to treat the Goods as abandoned and may sell or dispose of all Goods by any means in accordance with Conditions 8.4 to 8.5

8.4 Sale proceeds will be applied first against the cost of removal and sale of Goods and second to pay the Debt. If sale proceeds do not discharge all of these costs and the Debt, The Licensee must pay The Licenser the balance within 7 days of a written demand.

8.5 Any Property left unattended in common areas at the facility or outside The Lincesees' Unit at any time shall be treated as abandoned and may at the Licenser's discretion be moved, sold or disposed of immediately with no liability to The Licenser.

## **9. Terms and Conditions of Use**

9.1 The Licensee agrees to the Terms & Conditions stated in Schedule 1 at all times while using the facility

## **10. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of England and Wales.

**Signed by the Licensor:**

Signature: \_\_\_\_\_

Name:

Date: \_\_\_\_\_

**Signed by the Licensee:**

Signature: \_\_\_\_\_

Name:

Date: \_\_\_\_\_

**Farm Safe Bank Details**

Sort Code: 20-05-73

Account: 13632776

Beneficiary: Farm Safe

Bank: Barclays Bank, Leicestershire, LE87 2BB

## SCHEDULE 1

### Terms & Conditions

#### 1 General Conditions

1.1. The Licensee will be solely responsible for securing the Unit and ensuring it is locked so as to be secure from unauthorised entry at all times when The Licensee is not in the Unit. We are not responsible for securing any Unit left unlocked by The Licensee. The Licensee is not permitted to apply a padlock or other device to the Unit in Our overlocking position, and We may have any such padlock or device forcefully cut off at The Licensee's expense.

1.2 The Licensee must not store (or allow any other person to store) any of the following in the Unit:

- 1.2.1 food or perishable Goods unless securely packed in hard plastic or glass containers so they are protected from and do not attract vermin;
- 1.2.2 any living creatures;
- 1.2.3 Lithium ion batteries exceeding a watt-hour (Wh) rating of 160 Wh UNLESS they are built-in and cannot be removed from otherwise permitted Goods;
- 1.2.4 portable battery chargers, power banks or any similar portable power source;
- 1.2.5 More than five 5 E-Scooters, E-Bikes, E-Skateboards or any similar battery-powered vehicles in any one Unit unless the battery has been removed and is not being stored in the Unit;
- 1.2.6 combustible or flammable substances including but not limited to gas, paint, petrol, oil, cleaning solvents or compressed gases;
- 1.2.7 firearms, explosives, weapons or ammunition;
- 1.2.8 chemicals, radioactive materials, biological agents, toxic waste, asbestos or other potentially hazardous substances;
- 1.2.9 any Goods that emit fumes or odours;
- 1.2.10 any illegal Goods or substances or Goods illegally obtained such as, but not limited to, illicit (counterfeit/smuggled) tobacco or alcohol and unlicensed or unsafe Goods;
- 1.2.11 Goods which are environmentally harmful or that are a risk to the property of any person;

1.3 The Licensee must not stay or sleep in or around the container overnight.

1.4 The Licensee must ensure all rubbish and waste is removed from the site after each visit.

1.5 The Licensee must not store anything outside of the container at any time.

1.6 The site must be kept clean and free of obstruction.

1.7 The Licensee must not interfere with other containers or storage units on the site.

1.8 The access gate code must not be shared with anyone who is not authorised by the Licenser.

1.9 Any damage caused to the container or site by the Licensee must be reported immediately and will be the Licensee's responsibility.

1.10 The Licenser accepts no liability for loss, theft, or damage to stored goods or for injury/death, except where required by law.