

## Terms of Service

### Introduction

These terms of service (together with the documents expressly referred to herein) sets out the contract between Stored and the Customer for the supply of the Services in accordance with these terms and conditions (**Terms**).

Please particularly note that in clauses 6.2, 7.2, 11 and 12 we limit or exclude our liability for loss or damage. Whilst we do try our utmost to look after your possessions both in transit and in storage, we cannot guarantee that the contents of your boxes will be undamaged.

### 1 Definitions

1.1 In this Agreement the following definitions apply:

- (a) **Agreement:** means the agreement between Stored and the Customer for the supply of Services in accordance with these Terms.
- (b) **Crate:** means the plastic storage crates supplied by us.
- (c) **Customer:** means the person or company (and if applicable your personal representative) who wishes to purchase the Services from us under this Agreement and agrees fully to its Terms. Where the words '**you**' or '**your**' is used it means the Customer.
- (d) **Goods:** means your goods prepared for storage by us.
- (e) **Lien:** means the legal right of Stored to hold goods until the Customer has paid all outstanding charges (see clause 14.1).
- (f) **Parties:** means Stored and the Customer.
- (g) **Prohibited Goods:** means those excluded Goods listed in clause 8.1.
- (h) **Service:** means the services outlined in clause 3 and our Website from time to time.
- (i) **Stored:** (previously trading as 'byStored') means Stored London Limited (with company registration number 8888096, VAT number 181407812 and registered in England and Wales with the registered office at 4<sup>th</sup> Floor, 18 St Cross Street, London, EC1N 8UN, UK) and its employees, agents and contractors. Where the words '**we**', '**us**' or '**our**' is used it means Stored.
- (j) **Website:** means our websites with urls [www.stored.co.uk](http://www.stored.co.uk) and/or [www.bystored.com](http://www.bystored.com).

### 2 How the contract is formed between you and us

- 2.1 Our order process allows you to check and amend any errors before submitting your order to us. Please take the time to read and check your order at each stage of the order process.
- 2.2 After you place an order, you will receive an e-mail from us confirming and accepting your order. The contract between us will only be formed when we send you that e-mail.
- 2.3 If we are unable to supply you with the Services for any reason, we will inform you of this by e-mail. We will then contact you to arrange a new time to deliver, collect or return your items. If you have already paid for the Service and we are unable to agree a new suitable time we will refund the amount paid to you as soon as reasonably practicable and will have no other liability to you.

### 3 Scope of Service

3.1 The scope of the Service is the following:

- (a) deliver and collect Crates;
- (b) collect (and load) Goods from you and delivery to our storage facility;
- (c) pack Goods at collection (optional), for an additional charge;

- (d) store the Goods at our secure storage facility;
- (e) retrieve the Goods to you; and
- (f) warehousing, transportation and disposal services, as specifically agreed from time to time.

3.2 You may also rent Crates to be used only for packing and storing your Goods.

3.3 The Service is available only in our covered areas in London and during such days and times as described on our Website from time to time, unless specifically agreed with us on a case by case basis.

3.4 We may use third party courier service providers in providing the Service to you.

3.5 We may also sell packing material as specified on our Website from time to time.

#### **4 Crates**

4.1 If you do not return any Crate to us within 14 days of its delivery to your specified delivery address you will be charged a purchase price per Crate of £25 (including VAT). If you do not enable us to collect a Crate at the time of delivery we have to charge an additional fee to collect it at a later time. You are responsible and liable for the Crate when it is in your possession.

4.2 You can preorder Crates for packing but we operate a fair usage of this service and reserve the right to deny you an unreasonable number of Crates at any time, at our discretion.

#### **5 Service terms and conditions**

5.1 You agree to accept the Terms of this Agreement and the use of such Service will be taken as full acceptance of this Agreement.

5.2 We may vary the Terms of this Agreement when we consider it necessary to do so from time to time. We will provide you with no less than 7 days' notice by email and/or displayed on our Website. You are responsible for regularly reviewing these Terms and notices. Continued access to or use of the Service provided by us after any such change means that you consent to such change. Unless explicitly stated otherwise, any new services or features that change or improve the Service shall be subject to the Agreement, as modified from time to time. If you do not accept any changes, you are entitled to terminate this Agreement as set out in clause 17.

5.3 We may refuse to provide the Service where we consider that it may be used for any unlawful or improper purpose or any other reason or that it may be in breach or likely to be in breach of the Terms of this Agreement.

5.4 You warrant that you are at least 18 years of age and that the Goods are your own property and free of any legal charge or that you have the full authority of the owner to store the Goods.

5.5 Quotes provided by us for time of delivery, collection or return are at all times estimates only and we shall not be liable for any delays or changes whatsoever. Quotes are only valid for two weeks.

5.6 We have the right to cancel or delay a delivery or collection if this is caused by weather conditions, or any other reason such as limited access, that may result in putting us (or our affiliates) in danger of injury (see also clause 13).

5.7 We may specifically refuse to collect any Goods if we consider that the Goods have not been securely packed in accordance with the requirements of clause 7.1(b), exceed the weight limit in accordance with clause 7.1(b) or we have reason to believe that the Goods contains Prohibited Goods as set out in clause 8.

5.8 We may open any box and/or remove any packing material and inspect the Goods without notification and/or refuse to store any Goods and return them to you at your cost, if we have reason to believe that the Goods contains Prohibited Goods as set out in clause 8 or are deemed to be likely to cause injury or damage or we are required to do so by the emergency services, local authority or by a court order.

- 5.9 You must not offer the Service to any third party by way of sub-licence or any other means without our express written consent, nor use the Service in an unlawful or fraudulent manner.
- 5.10 Other than by reason of our negligence or breach of contract, we will not be liable for any loss or damage, costs or additional charges that may arise from the failure to discharge any of our responsibilities set out within this Agreement.

## **6 Not part of the Service**

- 6.1 We will not, unless agreed by us in writing:
- (a) assist in the packing of your Goods;
  - (b) dismantle or assemble furniture (or other Goods) of any kind;
  - (c) disconnect, re-connect, dismantle or re-assemble appliances, fixtures, fittings or equipment (or other Goods) of any kind; or
  - (d) collect Goods from a loft or attic, unless properly lit and floored and safe access is provided.
- 6.2 We may provide links to third party services or products on the Website or elsewhere and you acknowledge and agree that we cannot give any undertaking that such services or products will be of satisfactory quality, and any such warranties are disclaimed by us absolutely. For avoidance of doubt, we are not a participant in any way in the sale and purchase process between you and any third party. This disclaimer does not affect your statutory rights against the third party. If you would like information about your legal rights you should contact your local trading standards or citizens advice bureau..

## **7 Your responsibilities and liability**

- 7.1 It is your responsibility to:
- (a) ensure that your contact details, including email address and mobile telephone number, are up-to-date and accurate;
  - (b) ensure that the Goods have been securely and properly packed in compliance with any statutory regulations or recognised standards and in such condition as not to cause damage or injury or the likelihood of damage or injury to our property or to any other goods, whether by spreading of damp, infestation, leakage or the escape of fumes or substances or otherwise;
  - (c) not exceed the weight limit of 25kg per item to be moved, unless specifically agreed in writing in advance with us;
  - (d) be present or represented throughout the agreed collection or delivery of the Goods or other specific items ordered from us;
  - (e) provide sufficient access (including close by parking space) to enable us to carry out the required Service;
  - (f) ensure that, if we are packing your Goods, the packing is completed within the allocated time period specified in the order, unless specifically agreed in writing with in advance with us;
  - (g) ensure that the loading and/or unloading of the Goods is completed within the allocated time period, unless specifically agreed in writing in advance with us;
  - (h) ensure that you or your personal representative sign for the Goods (and/or Crate) when requested as confirmation of collection or delivery;
  - (i) take all reasonable steps to ensure that nothing is collected in error;
  - (j) inform us in writing within 48 hours of any damage to your Goods or property that has occurred during storage, delivery, collection or return delivery;
  - (k) ensure that the lid of each Crate is easily sealable and closable.
- 7.2 If you have chosen to pack your Goods yourself it is your responsibility to ensure that the Goods are packed properly and securely and we are not liable for any damage to the Goods.

However, if you have chosen us to pack your Goods we take responsibility and accept liability for the packing of the Goods, subject to any limitations in this Agreement.

- 7.3 When our movers arrive with your Goods at the storage unit we may at our discretion decide that you require a larger storage unit in order to store your Goods in a safe and secure manner. If so, you have to pay for the larger storage unit.
- 7.4 You are liable for any breach of HM Revenue & Customs regulations relating to Goods stored and you agree to indemnify us and keep us indemnified against all actions, proceedings, costs, claims and demands arising out of any further breach, non-observance or non-performance of the same.

## **8 Prohibited Goods**

- 8.1 The following items must not be submitted for collection or storage and will not be moved or stored by us, unless agreed in advance in writing by one of our executive directors:
- (a) hazardous, combustible, flammable, damaging or explosive goods, including liquids, chemicals, gas bottles, aerosols, paints, firearms and ammunition or any other material of a dangerous or toxic nature;
  - (b) jewellery, ivory, watches, stamps, precious stones or precious metals;
  - (c) antiques, furs, fine arts or collections of a similar kind, mobile phones, perfumery, tobacco, cigars, cigarettes, beers, wines, spirits and the like;
  - (d) electronic items (defined as consumer and commercial electrical appliances and instruments including but not limited to radios, televisions, computers, computer software, hard drives, chips, microchips, printed circuit boards and their components, modems, monitors, cameras, facsimile machines, photocopies, VCR`s, hi-fi`s, stereos, CD players, digital recorders/players and the like);
  - (e) money, deeds, bullions, bonds, securities, coins, cash or negotiable instruments and the like (including cheques and any vouchers with a face value);
  - (f) pollutants that are likely to cause contamination, infestation or encourage vermin or other pests or emit fumes, smell or odour;
  - (g) perishable items or those requiring a controlled environment including frozen or perishable food;
  - (h) living or dead animals, birds, fish, reptiles, plants or any other living organism of any type; or
  - (i) illegal or stolen goods, drugs, pornographic material or any goods prohibited by the law or regulation of any government or public or local authority or goods that require special licence or government consent for export or import.

## **9 Our charges**

- 9.1 Our standard charges for our Services will be displayed on our Website and are available by email and include VAT at the current rate. Should the VAT rate change, the charges will reflect the change in VAT from the date the change takes effect.
- 9.2 We periodically review our charges. We reserve the right to increase our charges at any time on giving 30 days' notice in writing on the Website and allow you to terminate this Agreement in accordance with clause 17.
- 9.3 The charges are payable monthly in advance by debit or credit card, unless otherwise agreed in writing.
- 9.4 The first month's charge will be payable, and your card debited, when your Goods reach our storage facility, which will normally be within 3 business days of the Goods being collected from your premises. This is also when the storage term commences.
- 9.5 The second month's payment will be debited in advance exactly one month after the arrival of your Goods at the storage facility and thereafter on a strictly monthly basis.

- 9.6 Each monthly period (irrespective of the number of days in the month) starts at midnight on the same day every month. Charges for the final month in which you request return delivery of the Goods are always payable in full (and not on a pro rata basis).
- 9.7 We may preauthorise your debit card or credit card up to 72 hours before settlement of the first month's charge. For larger jobs, we may at our absolute discretion preauthorise your debit or credit card with a larger amount.
- 9.8 If you fail for any reason (including if the issuer of your payment card refuses to authorise the payment) to pay our charges in full on the due date we may charge you an administrative fee of £25 on the first failure and an administrative fee of £50 on each subsequent failure to pay. In respect of all sums that are overdue to us, we will charge interest on a daily basis calculated at 4% per annum above the prevailing base rate for the time being of the Bank of England. This does not prejudice our right to withhold or sell your Goods under clause 14 or to any other remedy available to us.
- 9.9 We reserve the right to, unless otherwise agreed in writing, charge an additional minimum fee of £59 (including VAT) for each failed collection, delivery or retrieval in case of:
- (a) Goods exceeding the weight limit (see clause 7.1(b));
  - (b) Goods containing Prohibited Goods (listed in clause 8);
  - (c) Goods that have not been securely and properly packed (see clause 7.1(b));
  - (d) you or someone authorised by you not being available at the specified premises at the specified time (see clause 7.1(d));
  - (e) insufficient access (see clause 7.1(e));
  - (f) you not packing the Goods within the applicable agreed time period;
  - (g) you cancelling or changing either the time, date or the place of a collection or delivery after 12:00 PM the day before it was supposed to take place; or
  - (h) any other reason due to your failure to fulfil your responsibilities under this Agreement.
- 9.10 When you decide that you want any of your Goods back, you will be charged a retrieval fee as well as for the storage of the remaining Goods.
- 9.11 We reserve, at our discretion, the right to upgrade the size of the storage unit that you have ordered if it is deemed necessary in order to fit your Goods in an appropriate storage unit. If we update the size of the storage unit you will have to pay the applicable price for the upgraded storage unit as specified on our Website from time to time. Note that you only receive the benefit of the loading time applicable to the size of the first storage unit ordered.

## **10 Your security and privacy**

- 10.1 As part of the registration process and fulfilment of the Service, you will be required to supply personal details which we will process in accordance with our Privacy Policy, available on the Website.
- 10.2 You are responsible for keeping your personal information including username and password confidential and secure and for contacting us if you believe that your security has been breached.

## **11 Our liability for loss or damage**

- 11.1 Our total liability, per order, resulting from any part of the Service (including but not limited to the loss and/or damage of Goods during collection, transit, storage or return delivery), in breach or otherwise of this Agreement or as a result of any negligence on our part, shall not in any event exceed the lower of:
- (a) £100 per order; or
  - (b) the cost price of the relevant Goods.

- 11.2 However, nothing in this Agreement shall exclude or limit our liability for fraud, for death or personal injury caused by our negligence, or for any other liability that cannot be excluded or limited under applicable law.
- 11.3 On receipt of the Goods, you must promptly examine the Goods and notify us in writing of any loss or damage to the Goods in accordance with this clause 11.3. We will not be liable for any loss of or damage to the Goods unless a claim is notified to us, or our agent, or the company carrying out the collection or delivery of the Goods on our behalf, in writing as soon as such loss or damage is discovered (or with reasonable diligence ought to have been discovered) and in any event within seven (7) days of delivery of the Goods by us.
- 11.4 We do not warrant that our storage facility is suitable for the storage of any specific type of Goods.
- 11.5 We exclude all representations, warranties and conditions (including, without limitation, the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill), to the maximum extent permitted by applicable law.
- 11.6 We shall not be liable for any loss of profit, contracts, business, goodwill, data, income, revenue, anticipated savings, indirect or consequential loss of any description arising either following loss or damage to the goods or under this Agreement or in connection with the Website, whether direct or indirect, and whether arising in tort, contract or otherwise.
- 11.7 Whilst we endeavour to ensure that the information on the Website is correct, we do not warrant its completeness or accuracy; nor do we commit to ensuring that the Website remains available or that the material on the Website is kept up-to-date.
- 11.8 This clause 11 shall survive termination of this Agreement.

## **12 Your liability**

You shall fully reimburse us for any costs incurred by us as a result of your use of the Service or any breach of this Agreement.

## **13 Force Majeure**

- 13.1 We shall not be in breach of this Agreement, nor liable for any failure or delay in performance of any obligations under this Agreement arising from or attributable to acts, events, omissions or accidents beyond its reasonable control, including but not limited to any of the following:
- (a) acts of God, including but not limited to fire, flood, earthquake, windstorm or other natural disaster;
  - (b) war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, breaking off of diplomatic relations or similar actions;
  - (c) terrorist attack, civil war, civil commotion or riots;
  - (d) nuclear, chemical or biological contamination or sonic boom;
  - (e) compliance with any law;
  - (f) fire, explosion or accidental damage;
  - (g) loss at sea;
  - (h) extreme adverse weather conditions;
  - (i) collapse of building structures, failure of plant machinery, machinery, computers, vehicles or the internet;
  - (j) any labour dispute, including but not limited to strikes, industrial action or lockouts (not by employees of the party claiming relief);
  - (k) interruption or failure of utility service, including but not limited to electric power, gas or water.

## **14 Our right to hold (lien) and dispose of your Goods**

- 14.1 We shall have the right to withhold and ultimately dispose of some or all of the Goods if you fail to pay the charges and any other payments due under this or any other Agreement. While we hold the Goods you will be liable to pay all charges and other costs (including legal costs) reasonably incurred by us in recovering our charges and applying our right of Lien. These Terms shall continue to apply in the meantime.
- 14.2 If you fail to pay our charges after two reminders, we will give you 14 days' written notice requiring you to settle all outstanding sums due and re-arrange as necessary the return delivery of the Goods. If you fail to do so, upon the expiration of this 14 day notice period, we shall be permitted to dispose of some or all of the Goods by whatever means available to us.
- 14.3 We will credit any excess as a result of the disposal of Goods to your account without interest less an administration fee of £25 and any other costs reasonably incurred in connection with the disposal. If we are unable to credit your account and have made reasonable efforts to return the excess monies, upon giving 60 days' written notice to you, we shall be permitted to keep the monies for our own account.
- 14.4 If there is no excess monies as a result of the disposal of Goods, we shall serve you a written notice to pay all outstanding monies due within seven (7) days and interest will continue to accrue as set out in clause 9.8 until the balance is paid in full.

## **15 Right to cancel (cooling off period)**

- 15.1 If you wish to cancel this Agreement and you have ordered any of our goods (but not ordered collection or drop-off of Goods) you have the right to a cooling off period during which you can cancel within fourteen (14) days of entering into this Agreement, in which case you must notify us in accordance with clause 18. You must also pay for the return of the goods.
- 15.2 However, if you have ordered any of our Service, (such as collection or drop-off of Goods) the Service will have commenced on that date and you may not have the right to cancel this Agreement and in any event you will have to pay us for the Service provided until the time you tell us that you have changed your mind.

## **16 Right of assignment and sub-contract**

- 16.1 We reserve the right to assign or sub-contract some or all of the work in the performance of our duties and obligations to carry out the Service without removing any liabilities under this Agreement.
- 16.2 You shall not have the right to assign, sub-contract or sub-license in any way under this Agreement without our prior written consent.

## **17 Termination**

- 17.1 If payments are up-to-date, you may terminate this Agreement at any time by requesting the return delivery of all your Goods and paying the retrieval fees.
- 17.2 We may terminate this Agreement for any reason by giving you no less than 30 days' written notice.
- 17.3 We may terminate this Agreement with immediate effect by giving you written notice if your payments are overdue or you are in breach of any of the Terms of this Agreement.
- 17.4 Following termination of this Agreement, if you fail to arrange the return delivery of your Goods within 30 days of termination, we reserve the right to dispose of the Goods in accordance with the conditions laid out in clause 14.

## **18 Notices**

- 18.1 Any notice or other communication required to be given to a party under or in connection with this Agreement shall be in writing and shall be sent to the other party by pre-paid registered first-class post or email to:

- (a) (in the case of Stored) the mailing address or email address on our contact us page on the Website (or to service@bystored.com if such a page is unavailable at any time);
  - (b) (in the case of the Customer) the delivery address or email address last registered (or updated) by you on the Website or as otherwise notified by you.
- 18.2 Any notice or other communication shall be deemed to have been duly received at 09.00 on the second business day after posting or transmission.

## 19 General provisions

- 19.1 **Third parties:** A person or company who is not a party to this Agreement shall not have any rights under or in connection with it.
- 19.2 **Variation:** Except as set out in this Agreement, any variation, including the introduction of any additional terms and conditions, to this Agreement, shall only be binding when agreed in writing and signed by one of our executive directors.
- 19.3 **Severance:** If a court or any other competent authority finds that any provision of this Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted and the validity and enforceability of the other provisions of this Agreement shall not be affected. If any invalid, unenforceable or illegal provision of the Agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.
- 19.4 **Waiver:** A waiver of any right under this Agreement is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- 19.5 **Feedback:** We value customer feedback. This greatly assists us to continually improve the Service. Therefore, where you provide feedback, you warrant that you own or otherwise control the rights necessary to do so and you grant us and our affiliates permission without compensation to use, modify, distribute, transmit, publically display, sub-license, reproduce or sell such feedback.
- 19.6 **Ownership of rights:** All rights, including copyright, in the Website and the Service are owned by or licensed to us.
- 19.7 **Basis of this Agreement:**
- (a) This Agreement constitutes the entire agreement between the Parties.
  - (b) You acknowledge that you have not relied on any statement, promise or representation made or given by us or on our behalf, whether negligently or not, which is not set out in this Agreement.

## 20 Governing law

This Agreement 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.

## 21 Jurisdiction

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 Agreement or its subject matter or formation (including non-contractual disputes or claims).