

# Contracting with under 18-year-olds

## Advice for England

In England, children reach the age of capacity at 18. Children under 18, minors, can only enter into the following contracts:

- Contracts for "necessaries" (life's absolute essentials such as food, drink, clothing, lodging, and medicine or services for these).
- Contracts of apprenticeship, education, and service.

If a contract does not fit into one of the two categories above, which would include a contract for self storage, then the contract is voidable at the minor's option. In other words, it is not binding on the minor but it is binding on the other party. However, if a minor does not fulfill his or her side of the bargain, they are unlikely to be able to insist that the other side does.

What this means practically is that the minor can enter the contract but can essentially terminate it at any time without notice and it may be difficult to enforce the sell-up procedures if they fall into arrears.

Technically the minor could terminate the contract while in arrears and would have the right to remove their goods from the storage unit. If a child does choose formally to reject a contract, the court can, at its discretion, order the child to return any goods to which the contract relates. The position for services is unclear as it is generally not possible to return them. In this case, a court may decide that a minor who has had the benefit of services must pay the agreed amount for them. This would require the self storage company to take the minor to court which would probably be more trouble than it was worth, particularly given the outcome is uncertain.

When a minor becomes 18, they can ratify a contract made during their minority and it will be fully binding despite there being no new consideration.

If you want the contract to be legally binding on a minor in its entirety, then a parent or guardian must sign the agreement.

In summary, you can contract for the use of a self storage unit with someone under 18, but it comes at a risk. You would certainly not want to let the minor get into significant arrears.

*Author: SSA UK*