



Manual of advice and procedures

A comprehensive guide for members
covering basic legal principles and
practical solutions to everyday
problems

March **2021**

Preface

In 1996 the Self Storage Association UK released the first Standard Self Storage Agreement for the industry. This was because there was no specific self storage legislation in the UK, or any other European country. It was a major milestone for the Association and the maturity of the industry. Since then the Agreement has undergone a number of revisions and in 2015 was completely re-written, along with the introduction of a Managed Storage Addendum to the Agreement (for use when the facility holds keys for the Storer) and also a Storage Room Agreement. These agreements are reviewed and updated as necessary. These agreements are a foundation of SSA UK membership, with all members using them, or a document that is fundamentally the same, when signing up their Storer. This has helped enable the industry to remain self-regulated, whilst providing the maximum level of legal protection to both operators and their Storer. The SSA UK Standard Agreement principle elements are now used by over 90% of self storage Storer in the country. In 2020 the MAP was updated to reflect a new standard storage agreement, use of social media to contact customers, updates to the sections on signing customers up online and data protection.

As a complementary resource, the SSA UK has put together this Manual of Advice and Procedures, or MAP. This document provides the legal direction and support for SSA UK members when they are tackling the many challenges that can arise when operating a self storage business. It is a go to guide for managers and owners when faced with a situation that is outside the norm. **Note that this document must be used in conjunction with the Standard Self Storage Agreement.** If you are not using that Agreement, the advice in this manual may not apply to your business. This is another reason why you should switch your Storer to the most current Storage Agreement provided by the SSA UK.

This document has been put together primarily by myself and Lindsey Hemingway of Knights plc, solicitors. Lindsey was responsible for drafting the current Standard Agreement; has many years of experience in self storage law' has defended members when their practices have been challenged and provides legal training for SSA UK members. There is no better authority on self storage law in the UK. In my 16 years' experience in the self storage industry in the role of Association CEO, I have seen the various challenges that self storage businesses face from time to time and appreciate the practical challenges that operators face in these circumstances. The combined input from Lindsey and myself has produced a comprehensive guide to operating a self storage business, with not just the maximum level of legal protection but also practical solutions to often difficult problems.

As the industry and the Association continues to grow, the MAP and Standard Agreements will become even more crucial to the industry's good standing and success. I encourage all members to strive for industry best practice as a minimum, and adopt the practices outlined in this document. Implementing it makes good business sense and could save you from considerable business losses and personal grief from the legal implications of not following its guidance.

Please remember that this entire document and the relevant standard letters and agreements have been created by the SSA UK for members only and are copyrighted accordingly. Please do not copy, lend, forward or otherwise distribute electronic or hard copies of the MAP outside your business. The Association will strictly enforce its legal rights to the ownership of the documents.



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1. Using this Manual

Welcome to Self Storage Association's Manual of Advice and Procedures – or MAP. This Manual provides best practice guidelines. It is intended to be used in conjunction with the Standard Self Storage Agreement, Managed Storage Addendum and the Storage Room Agreement. Best practice guidelines are not compulsory methods of practice; rather they represent practice guidelines developed over many years of practical and legal experience.

Although the MAP includes an index, self storage practice is such that members may need to access information in any number of different sequences. To accommodate this, throughout the MAP various terms and concepts appear in coloured text, and are underlined - these are hyperlinks. Clicking on these will take you to another section of the MAP which will more fully explain that particular term, or concept, or the standard letter or document referred to.

2. The Legal Basis of Self Storage

2.1. No Legislation

There is no legislation in the UK specifically aimed at regulating the unique commercial activity that is the self storage industry. Other legislation, such as the Torts (Interference with Goods) Act 1977, may be applied to activities of this industry, particularly if the Facility Owner takes possession of items stored at their Facility, or is undertaking Managed Storage. Equally, legislation governing the occupation of property, contract formation, consumer and data protection all have an impact.

2.2. Contractual Relationship

The relationship between Facility Owner and Storer is regulated by the Storage Agreement which is a *contract*. In most instances this will be the Standard Self Storage Agreement, or something very similar. The Agreement governs the relationship between the Storer and the Facility Owner and is paramount in determining the legal rights and responsibilities of the parties. Without an Agreement, the parties must defer to the Common Law.

As the Agreement is the primary legal 'tool' governing the relationship between Facility Owner and Storer **it is essential that every Storer who moves goods into a storage unit has a correctly completed and signed Agreement.**

3. The Agreements

The Self Storage Association has produced a Standard Storage Agreement for use by its members that has the added benefit of receiving the Trading Standard tick of approval. In addition, two other standard documents have been developed for use in conjunction with this Agreement:

- The Managed Storage Addendum
- The Storage Room Agreement

These three documents have very different purposes, impact and consequences for self storage practice.

3.1. Standard Self Storage Agreement

3.1.1. Purpose

The Standard Self Storage Agreement is intended to be used in everyday self storage, where the Storer places their goods into their Space, and is the only person who has the key. Most self storage relationships should be governed by this agreement.

3.1.2. Impact

The Standard Self Storage Agreement is a contractual governance of the licensed use of space. It allocates the risk for the storage of goods to the Storer to the exclusion of the Facility, and allows for certain action to be taken in the event of default on the part of the Storer.

3.1.3. Practice Consequences

The following points summarise the approach to practice under the Standard Self Storage Agreement:

- The Storer bears the onus of proof when suggesting damage to or the loss of goods caused by Facility
- The Facility has responsibility for Space, but not goods stored in it
- No legal requirement to grant or deny access to goods under many court orders or subpoenas
- If proper notice has been given, debt recovery by means of selling the goods can take place once the Storer is more than 42 days in arrears on storage fees

3.2. Managed Storage Addendum

3.2.1. Purpose

The Managed Storage Addendum is intended to be used only in certain restricted circumstances, where the Facility maintains a key to the Storer's Space, including a spare key. This is a much higher risk commercial activity, and the agreement reflects this different legal relationship.

3.2.2. Impact

The Managed Storage Addendum is a contractual governance of a bailment relationship between the Storer and the Facility. By having a means of access to the Space, the Facility is in a bailment relationship with the goods stored in the Space. The Facility has a higher level of responsibility toward the goods stored by the Storer, and is required to actively manage the goods in relation to protection and insurance.

Because of the increased liability of the Facility under Managed Storage Arrangements, Facilities must be selective when deciding whether and with whom they will enter a Managed Storage Arrangement, and should ensure the increased risk is taken into account when pricing for this service.

3.2.3. Practice Consequences

The following points summarise the approach to practice under the Managed Storage Addendum:

- The duty to exercise due care, skill and diligence for the safety of the goods, so the Facility is liable for damage to, or loss of, any of the goods in the Storer's Space
- The Facility bears the onus of proof when goods are damaged or lost
- The Facility has responsibility for the Space and all of the goods stored in the Space, or in transit to, or from the Space
- There is a legal requirement to actively comply with demands to grant or deny access under court orders and subpoenas or warrants
- If proper notice has been given, debt recovery by way of selling goods can take place only once the Storer is more than three months in arrears on storage fees

3.3. Storage Room - Contract for the Acceptance of Deliveries of Goods for Collection

3.3.1. Purpose

The Storage Room Agreement is intended to be used instead of keeping keys to Storers' Units. It enables the Facility to accept deliveries on behalf of Storers, and also retain Storers' goods for collection by third parties. Access to the Storage Room should be controlled by Facility Staff so that neither Storers nor delivery/collection agents are allowed access to the room unaccompanied or unmonitored. Facilities may charge a fee for this service to cover the costs of operating it.

3.3.2. Impact

The Storage Room Agreement offers an alternative for Facilities who keep keys to Storer's Spaces to facilitate deliveries. It is a lower risk option than keeping keys, as the Facility can control the storage room and is able to regulate the deliveries and pick-ups. The Facility's liability is limited to the goods in the Storage Room, rather than all the goods in the Storer's Space and it is often possible to insure the risk. As an added bonus, a fee can be charged for the service.

3.3.3. Practice Consequences

The following points summarise the approach to practice under the Storage Room Agreement:

- The Facility is liable for damage to or loss of the goods whilst they are in the Storage Room, so has a duty to exercise due care, skill and diligence for the safety of the goods
- The Facility bears the onus of proof if goods are lost or damaged whilst in the Storage Room
- Goods not collected within 6 months can be disposed of
- The responsibility of the Facility ends on the collection by the Storer or collection by the Storer's nominated collector and this liability can be covered by insurance
- There is a legal requirement to actively comply with demands to grant or deny access under court orders and subpoenas or warrants
- A fee for this service generates income, where previously the keeping of keys for accepting deliveries generated no extra income

3.4. Summary

- The Managed Storage Addendum is to be used whenever you keep keys, or otherwise have access to the Storer's goods, even if it just a "spare key"
- Managed Storage has a higher liability on the self storage business
- The Storage Room Agreement offers a compromise limiting liability to the goods in the storage room

4. Marketing Your Business

Your legal responsibilities begin before you even sign up your first Storer. Trading Standards and Consumer Protection regulations dictate that your advertising and promotional material must be honest and clear. Contract law also means that any verbal claims made by staff may be considered binding as part of the contract with the Storer.

This may sound simple, but businesses have in the past fallen foul of Trading Standards in regard to their promotional material. Claims such as guaranteed security may sound good, but if a Storer's unit is broken into, you have essentially accepted liability for their loss by saying that the unit was "guaranteed" secure. This overrides the limits of liability in the Standard Agreement so the Facility

is likely be liable to compensate the Storer for the full amount of their loss, potentially going beyond the value of the goods, to include loss of business, or personal grief, or even the storage fees paid. Similar issues occur if claims are made that a Space is fire or flood proof.

Advertising information must also not be misleading. For example, if you say a unit is £30 for the first month, but you insist on the Storer taking out your insurance, which is an additional cost, or if there is an administration fee, or some other mandatory fee on sign up, then this is likely to be deemed misleading. If the insurance is optional then that's fine, but any mandatory costs must be included in the promotional price, or clearly referred to in the promotional material. Adding an asterix which refers Storers to your website for full details may not get you off the hook, unless the Storer must go to the website to secure the deal.

5. Signing Up a Storer

5.1. Signing Storage Agreements

As mentioned above, every storage relationship should be governed by a written agreement which is clear and unambiguous. The Storage Agreement sets out the rights and responsibilities of the Storer and Facility, so it is crucial that it contains all the right provisions. This is the reason so much time has been spent creating the SSA UK Standard Storage Agreements. The Standard Agreement allocates risk and responsibility for goods stored to the Storer. Under the Standard Agreement, the Facility gains the right to enforce storage fees and, if necessary, to sell items if fees remain unpaid. There is no inherent right to sell a Storer's items simply because they go into arrears - it is only as a result of agreement by way of the Storage Agreement that this right arises, so it is important that the agreement you are using has this right built in. The Storage Agreement is a legal document and entry into the Agreement must be approached carefully and with vigilant attention to detail.

5.1.1. No Agreement, No Storage

A Storer must not be allowed to move goods into a Space without signing the Agreement. This includes:

- the depositing of items into the Space before coming into the office to sign
- allowing a removal company to place items into a Space while you wait for the Storer to arrive to sign the agreement, and
- allowing an existing Storer to place items into an 'extra' Space without signing a new agreement

Without signing a Storage Agreement you have no legal right to seek payment for the use of space, or sell items if payment is not made.

5.1.2. Signing Up Procedure - in person or online?

Traditionally, Storers were obliged to come into the Facility to sign up a storage agreement. Many Facilities have now moved to online sign-up and this is likely to be increasingly common in the post Covid-19 era. There are different consideration depending on whether sign-up takes place in the Facility or online.

5.1.3. Signing Up in person at the Facility

The recommended procedure for signing up is as follows:

- Give the Storer a copy of the Standard Self Storage Agreement and if applicable the Managed Storage Addendum or Storage Room Agreement (dependant upon the relationship - see above at 3).

- Ensure the person signing is the person storing - a person cannot sign on another's behalf, see Identification, Part 6. If more than one person is storing items in the Space, they may both record their details and sign the Agreement – they then become 'co-Storers' and are both equally liable. Note that the Association recommends single signatories to the Agreement where possible, as this minimizes potential problems later.
- Inform the Storer that the Agreement is a legal document and must be read and understood before signing
- Draw the Storer's attention to the Main Points section on the front of the Standard Agreement
Explain to Storer that the Agreement:
 - allocates the risk and responsibility for goods to the Storer, to the exclusion of the Facility
 - prohibits the storage of dangerous goods
 - allows for the charging of late fees
 - allows you to sell the goods if fees are overdue
- Inform the Storer that the goods are not insured by you and they must provide insurance for their goods
- Allow the Storer time to read the Agreement and complete their details
- Ensure the Storer signs the Agreement and check their signature
- Provide the **Storer with the copy**, and keep the **original Agreement** for the Facility
- The Storer must provide photo identification, driving licence or passport is best (see section on Identification at 6 below).
- Check the Storer's ID against the information they have provided
- Ensure ID is copied. You may refuse storage to Storers who do not allow their ID to be photocopied. You can also scan the ID, however some Storers may have objections to scanning.
- If your Spaces are locked with padlocks, ensure the Storer has a padlock, or sell the Storer a padlock. Do not allow a Space to be licensed without a padlock unless you have an electronic locking system. If you have an electronic locking system, explain to the Storer how this works and how they set their codes.

You can utilise the Association's Sign Up Checklist to assist you in this process.

5.1.4. Sign Up Checklist

The Association has a 'Sign Up Checklist' which may be accessed via the website and is included with the standard documents in this manual. This checklist is intended to provide a Facility with evidence that certain steps are taken when a Storer is provided with Storage. This evidence may be useful if court proceedings ever arose in relation to a Space or Storer. You should alter the Sign up Checklist to reflect your Facility's unique practices - such as informing Storer about opening hours, security call out fees and so forth.

5.1.5. Signing Up Online

If you are moving to digital signatures to sign up Storers online, you will need to go through a thorough sign-in process online before you give the Storer access to a Space to protect you in the event of future legal action. You will also need to see original identification documents before the Storer is given access to the Space.

All traders selling online must design their online presence and sales processes to comply with the rules governing distance selling and e-commerce, as well as the general rules for dealing with consumers. Particular information must be presented to consumers at the correct time to avoid extended cancellation periods and other sanctions. How the contract is made determines how what information the Facility must provide to consumer Storers prior to the Storer signing up, how it must be provided and whether the Storer

has a cancellation right (a right to change their mind). Most of the information must be given or made available to the consumer in a clear and comprehensible manner, and in a way appropriate to the means of distance communication used, before the consumer is bound by the contract. The information must be provided in a clear and prominent manner directly before the consumer places the order. This means that the consumer should be able to see and read it before placing the order, without having to navigate away from the page used to place the order. Specifically, the information should be presented at the moment the consumer is asked to verify the order, that is to check the contents of the shopping basket before clicking on the buy button. Although these rules apply to consumers, it is often difficult to apply different rules as between Storers who are consumers and Storers who are businesses.

The information that needs to be made available is essentially the key terms of the contract, but specifically needs to include:

- Main characteristics of goods and services
- Identity of Facility, place of business address, registered number and VAT number
- Information about the right to cancel and consequences of beginning the service prior to the end of the 14 day cooling off period
- Total price or how it will be calculated and payment dates
- Additional costs and how they will be calculated
- Details of deposits
- Acknowledgment that ordering implies an obligation to pay
- Minimum duration of contract and conditions for ending the agreement
- Complaint handling policy and dispute resolution process

You need to be confident that the online contracts service provider you use (which may well be the management software provider you use for your business) will set up the online sign-up process so that:

- Storers see all the information prior to placing the order (which includes the ability to read the terms and conditions in full)
- Key points are presented as would be the case if the Storer signed up in person
- they have the chance to update information prior to placing the order
- take the Storer through the obligation to insure the goods and including a true replacement value as new of the goods, regardless of whether the Storer takes insurance from the Facility
- contains all discounts or other promotional terms but makes it clear what happens once the promotional period ends or if the Storer ends the agreement before this promotional period has ended
- requires the Storer to provide ID
- enables the Storer to sign by an electronic signature which records the date of signature in a form which is intended to authenticate it

5.2. Maintaining the Storage Relationship

The storage relationship is an ongoing one, and all interactions may be legally relevant. Facility Owners should ensure that all interactions in relation to the Storer's account, or any other element of the storage relationship are noted on the file. It is good practice to date, time and sign file notes, as this evidences that file notes have not been 'doctored' at a later time. If you use management software ensure it is a system that time and date stamps entries, and cannot be altered at a later date. These systems provide perfect evidence if you are ever challenged regarding notes made during a telephone conversation with the Storer, for example, and may be used by members in defending litigation.

Further, you should ensure that you maintain the relationship in the form in which it was started. For example, if the Agreement is signed by a husband only, do not start dealing with the Storer's wife. Or a Storer, who signed up under the Standard Self Storage Agreement, may request that you take their keys and hand them on to a removal company, relative or other such person. As taking the keys at this later time can jeopardize the storage relationship and your rights and responsibilities, they must either come in and sign or digitally sign the Managed Storage Addendum before this can occur.

5.3. Summary

- Every Storer must have a correctly completed signed Agreement before they access their unit or have their goods moved in.
- Only the person storing can sign the Agreement, not a third party or relative
- You must explain the key points of the Agreement and give the Storer time to consider the Agreement
- Check the details on the Agreement against the Storer's ID.
- Keep the original Agreement and give the Storer a copy including all the conditions

6. Identification

The Storer must be adequately identified **before** signing the Standard Self Storage Agreement. If the Storer wants to add the Managed Storage Addendum, or Storage Room Agreement, or add another unit, then they should have their ID checked again.

6.1. Acceptable Forms of Identification

A Storer who is an **individual** must produce:

- photo identification, such as a driver's license or passport and
- identification showing their current address and mailing address

A Storer who is a **company** must produce:

- evidence that the person signing the Agreement is entitled to enter into contracts on behalf of the company - in some instances this may require written confirmation from the company by way of a letter
- identification demonstrating the company's mailing address
- In some instances it may be prudent to contact the office of a company to ensure the individual is authorised to sign on behalf of the company and subsequently commit the company to paying for storage

A Storer who is a **business** must choose to contract either as an individual in his own name, or in the name of a company, and meet those identification requirements. A Storer should not be permitted to contract in a business/"trading as" name alone.

Co-Storers (more than one Storer) should both be identified as for an individual.

6.1.1. Photo Identification

Industry best practice is that, unless a Storer can produce current photo identification, they should be denied storage. This is to reduce the risk to the Facility of people storing under false names, which is

often associated with criminal activity. If all Storer's are required to have photo ID, this sends a clear message to all potential Storer's that the business is serious about only offering storage to legitimate Storer's. Industry research also shows that those Storer's who do not provide photo ID are more likely to default on payments.

6.2. Photocopying ID and Scanning ID

You may copy and retain copies of UK and European Passports and drivers' licences. You have an obligation to ensure that you store these copies securely.

Taking a photocopy of a Storer's ID is prudent. In our industry there is a higher than usual need to accurately identify our Storer's. Taking a photocopy of the ID, rather than just sighting it, enables you to produce evidence of your Storer's identity to government agencies upon demand. Unfortunately self storage attracts some forms of illegal activity, such as drug manufacturing, storing illegal or stolen goods and so forth. For these reasons, accurate identification and an ability to relay this information when required is imperative. This will also be a major step in complying with your duties under the anti-money laundering legislation. Further, it may enable you to better contact the Storer in the event that contact is lost. When we are dealing with people's possessions, this is of the utmost importance.

Scanning a Storer's ID is also an option. Some Storer's may be wary of allowing you to scan their ID, as this may increase the risk of identity fraud, something many people feel very strongly about. If you do intend to scan Storer's ID you should ensure you have a high level of security on your data system.

Neither photocopying NOR scanning a Storer's ID is illegal. However, a Storer can choose not to allow you to copy their ID. If a Storer does not want their ID scanned or copied, you need to make a decision as to whether you are prepared to accept that Storer as a Storer.

6.3. Current Address

Although some Storer's will be in the process of moving, you should ensure you obtain both a current **street address**, as well as the **new** or **future street address** and a **mailing address**. In the event that you need to instigate debt recovery procedures, you will need this information. Acceptable identification would include:

- Driver's licence showing current address
- telephone, electricity, rates or gas bill
- rental agreement, or
- any recent or current documentation evidencing the Storer's address

6.4. Summary

- All Storer's must produce photo ID
- Keep a copy of the ID on file
- You can refuse a Storer if they do not want to show you or allow you to copy their ID
- Business Storer's should show that they can act on behalf of the business and put the Agreement in a business name

7. Entering into the Standard Self Storage Agreement

All Self Storage Agreements and any sub-agreements or addendums are contracts, and as such are legal documents. The agreement sets out the ‘rules’ of the relationship between Facility Owner and Storer. These rules can only be enforced if the contract is valid, and hence the basics of contract law must be understood.

7.1. Negotiations

When negotiating with a Storer prior to the signing of the Storage Agreement, Facility Owners must be mindful that what is being said may be interpreted as forming part of the contractual relationship. Oral and/or collateral contracts are just as enforceable as written contracts, and merely having a written contract does not preclude the inclusion of some oral clauses or separate collateral contracts. We have already touched on this in the Marketing, section 4 above, and we look at this more closely below.

7.2. Terms and Conditions

Terms and conditions of a contract will only be included in the contract if they are presented to the Storer prior to the formation of the contract. As the Storage Agreement contains the terms and conditions upon which Facility Owners are prepared to offer storage, the full document, and not a summary or abridged version, must be presented to the Storer prior to the signing of the Agreement.

Furthermore, there is strong evidence that exclusion or limitation clauses may be excluded from applying to contractual relations if it can be proven that the signing party did not read or understand the clause. Although signing a document is considered a ‘powerful indication’ that the party intended the terms and conditions on the agreement to be contractual, it is “not necessarily conclusive”. Courts and tribunals seem most willing to take this approach when they are examining standard form contracts where the person signing up is not a business (a “consumer”), which makes this discussion most relevant to the Self Storage Agreements.

7.3. Collateral Contracts

Statements relating to the security of a Facility, the quality of the Facility, or the practices of staff in relation to the enforcement of the Agreement, are all capable of being included in the contractual relationship between the Facility Owner and the Storer.

Facility Owners must ensure that any statements are consistent with those contained in the agreement, and any additional information given is not of an untruthful or misleading nature. Just because a statement is not in the written Agreement does not mean that statement will not be enforceable at law as either a clause of the contract, or a separate collateral contract.

For example, if there is a sign on your building that says 24 hour access, it would be presumed that all units have 24 hour access. If this is not the case for the particular unit the Storer is taking, you need to ensure this is explained to the Storer before they sign the agreement and make a note on the agreement to this effect.

7.4. The Storage Agreements and Consumer Protection Legislation

The Standard Self Storage Agreement may be subjected to legal scrutiny via consumer protection legislation, which is generally enforced by Trading Standards.

Generally speaking, under this legislation a contracting party can seek relief from a contract which is considered unjust, or was entered into as a result of unconscionable conduct, although merely being ‘unfair’ or ‘unreasonable’ may also give rise to relief. What will be considered unjust for these purposes will be decided having consideration for the public interest and all the circumstances of the case.

Entire contracts that are deemed ‘unfair’ may be void. A term or a contract is considered ‘unfair’ if it represents a significant imbalance in the rights and obligations between the contracting parties, particularly where that imbalance results in a restriction of the consumer’s rights. When considering whether a term is unfair, matters such as the circumstances in which the contract was negotiated, and the manner in which the contract was executed, will be relevant. For example, bringing certain potential imbalances to the attention of the Storer would be considered positively, whilst hiding behind so-called ‘fine print’ would be considered not acting in ‘good faith’.

Because the Standard Self Storage Agreement is a **standard form contract**, extra care must be taken in explaining the Agreements and allowing the Storer time to read and digest the terms and conditions. Standard form contracts are inherently vulnerable to attack under consumer protection legislation. The current SSA UK standard agreement has been seen by Trading Standards and is deemed fair to the Storer, which is another reason you should be using this agreement in its entirety. Nevertheless, it is still important that your staff explain the key elements of the Agreement as indicated on the front page, and give the Storer enough time to consider the Agreement in its entirety. It is imperative that the signing up process is understood by you and your staff.

7.5. Summary

- It is important that you explain the main terms of the Agreement to the Storer or this is built into the online sign-up process you are using
- Verbal statements and statements made in your advertising and marketing material can form a collateral part of the Agreement so make sure they are accurate
- The Agreement has been produced in conjunction with Trading Standards to meet consumer protection standards. Do not make changes to the terms of the Agreement without contacting the Association first

8. Fees

8.1. Storage Fees

Storage Fees are set depending upon commercial decisions taken by each particular facility. The Storage Fees are in essence the licence fee charged to the Storer in exchange for allowing them to use the Space allocated to them for the purpose of self storage.

8.1.1. In Advance

The Standard Self Storage Agreement specifies that fees are to be paid in advance. This gives you the chance to chase up outstanding invoices while the Storer has still paid for the storage they are currently using. If you are asking for payment a month in advance, this means that after 30 days you can negotiate with the Storer to move their goods out without charge and you are not actually out of pocket, as the overdue fee is for the next month’s storage. Note that this means storage should be paid in advance, not

just invoiced in advance, the payment date of the invoice should be the start of the month when the storage commences, not the end.

8.2. Security Deposit

If you elect to charge a security deposit, that deposit ought to be maintained in a trust account, and trust accounting rules and regulations will apply. The Agreements allow for the retention of the deposit in the event that any moneys are owing under the Agreement.

8.3. Late Payment

A late payment fee is a fee charged when a payment is overdue. The Storer must be notified of the fee on the front of the Storage Agreement at the time they sign the agreement. A late payment fee is a one-off charge to cover the cost of chasing the payment, such as the cost of postage, telephone calls and stationary. For example, if a Storer's Fee is due on the 1st of each month, the late fee can be charged to the Storer ONCE, if the fee is not paid on time. A late payment fee which is considered punitive may not be enforceable at law, and must be applied with discretion. Furthermore, late payment fees cannot 'compound' – a fee is charged once when the payment falls due, eg if it is a monthly payment, then a late fee can only be charged once a month when the storage fee has not been paid for that month. You cannot charge a late fee every week if you only invoice monthly.

8.4. Increasing Fees

Once you have a contract with your Storer, you can't change the terms of the contract for the worse without the Storer's consent. This is why the Standard Storage Agreement contains a specific process for dealing with changes to the Storage Fee during the course of the storage relationship. Likewise, other fees, including late fees, cannot be increased unless the Storer agrees to those increases. The Storage Fee cannot be increased during the initial fixed period of storage, as specified on the front of the agreement by the end date – it can only be increased once the Storer is on 'continuing' storage.

Fees can be increased (or decreased) at the discretion of the management. Changes in fees can be made across all units; across particular unit sizes; only for new Storers; or for specific Storers only. Care should be taken when considering increasing fees for a single Storer only, as this may be seen as discrimination. However, you can choose to change fees on other demographics as long as you do not contravene anti-discrimination legislation, which generally prevents discrimination on the grounds of race, ethnicity, religion, sex or sexual preferences.

Once you have decided on a fee increase, the Standard Agreement allows you to serve notice on Storers who will be affected, advising them of the increase in fees. This notice should be sent by registered mail, or by email if your Storer has consented to this form of notice. It should also be noted that, while fee increases are at management's discretion, the Storer has the right to terminate the agreement upon notification of a fee increase, regardless of any period of notice required. The notice will therefore need to remind the Storer that, under the Storage Agreement, the increase will come into effect on the next payment date which is at least four weeks from the date of the Notice and that, if the Storer doesn't accept the increase, the Storer has the right to terminate the agreement before the increase takes effect. The notice should also explain that, if the Storer does nothing, then he is deemed to have agreed to the increased fees.

8.5. Summary

- Fees can be generally set at whatever level the business chooses and changed as often as they require
- Fees can't be changed within the fixed term of the Agreement (eg before the end date)
- Storers must be given at least one payment period or 4 weeks notice on fee changes and have the opportunity to cancel their Agreement without penalty in this time

9. Managing Overdue Storage Payments

Unfortunately in business, sometimes our clients do not pay for services we have provided – bad debtors are a part of any business. There are some preventative measures you can put in place to try and avoid at least some overdue storage fees.

9.1. Avoiding Overdue payments

9.1.1. Good Clients

Sometimes we lose site of the 'big picture' in the rush to fill a facility. Not all clients are equal, and you should be selective about who you allow to move in. Any potential Storer who cannot produce sufficient ID, cannot pay the fees at the time they sign up, or cannot sign the Storage Agreement before attempting to move goods into Storage should not be taken on as a Storer.

9.1.2. Sign Up Process

If you do not have correct contact details for a Storer when you sign them up, you are going to have trouble chasing them up for any outstanding monies. When recording a potential Storer's details, you should always insist on at least one 'land line' phone number AND one mobile number; a residential address and an email address. It is also essential to require **photo ID** and proof of the Storer's **current address** (e.g. utility bill less than three (3) months' old). A person signing up at a library needs at least two forms of identification, one of which has a photo. You should make this your benchmark too.

You should discuss with the Storer whether they would like to select email as their preferred method of contact and to allow you to send day to day updates by SMS. Given the mobile nature of our client base, email may be the best way to get in contact with a Storer. Furthermore, if Storers consent to receive communications by email, they will not get any regular mail correspondence except where required, or recommended as part of the sell-up process. Also, in these days of electronic communication, a person's email address usually follows them regardless of their change in address. To that extent try and get the person's personal email address such as a Gmail or Hotmail address, rather than just their business address which would be indicated by their business name after the @ in their email address.

Using mobile phones to SMS Storers' payment reminders is also proving to be very successful. You should ensure you get their mobile number for this purpose and their consent to be contacted by SMS.

Some Facilities are also using social media data to chase up bad debts, but please see the section on "Social Media Tracing" below at section 9.6.

Remember - no agreement, no storage. The golden rule of storage is never to allow anyone to move in, or make a significant payment on account of storage fees, without signing an agreement. You are better off turning a removal company's truck away than allowing them to move a Storer's goods in before the Storage Agreement is signed. If you offer online sign up with digital signatures, you still need to have

Storers come in and produce ID, and you must take them through the agreement using the checklist **BEFORE** you give them access to the Space.

9.2. Incentives

There are many ways to motivate Storers to keep their fees up to date. Offering a small discount to Storers who meet payment dates may save you in the long run. If Storers feel they are getting a ‘discount’ for being prompt with payments, many will happily pay on time to secure this benefit. Also, consider checking with your financial institution about direct debit or standing order arrangements for Storers.

9.3. Contact the Storer Early

You should be contacting Storers as soon as their bill is overdue, within 7 days. This should be a gentle reminder rather than a threat and is often best done by phone or SMS. This will prompt the Storers who have merely overlooked their bill. It also allows you to check that their contact details are correct and if not begin the process of tracking the Storer down. In the first 30 days the invoice is overdue you should have contacted the Storer through a range of methods and multiple times. You should also have sent the initial lien sales letters to them so that you have started the lien sales process should you wish to continue down that path. At the 30 day mark you should know enough about this Storer to know if they are avoiding you, have disappeared, or are struggling financially. At this point it is often better to offer the Storer the chance to move their goods out of storage at no charge, so that you can free this unit up for a paying Storer. If they are paying in advance, you will not be out of pocket by much and you potentially save months of no income for that unit to then find that the goods do not come close to covering the now escalated value of the debt for the storage unit. You could also offer to downsize the unit to reduce the cost to the Storer.

A note of caution if you intend to use social media contact details to chase up debt or for any other reason: please read the “Social Media Tracing” commentary at section 9.6

9.4. Overlocking

Although overlocking is a good way to prompt a Storer to come and pay, it relies upon the Storer actually coming into the facility to see that their Space has been overlocked. Under the Standard Self Storage Agreement you are entitled to ‘refuse access’ to the Storer’s Space if they ‘owe moneys’. The time you overlock, or lock out a Storer is discretionary – that is it is set by each individual facility. Under the Standard Self Storage Agreement the catalyst for overlocking is simply when ‘moneys are owing’, whether or not a formal demand has been made.

Overlocking is the placing of another lock on the unit, or the use of an electronic code to ensure a Storer cannot use their key or code or access **their Space**. Overlocking **does not** mean:

1. excluding the Storer from the Facility entirely (as distinct from the Space)
2. cutting or removing the Storer’s lock.

Once an overlock has been placed on the Space, you should notify the Storer that you have taken this step and that they need to pay their overdue account.

Notifications should be sent to the last advised address of the Storer. This first letter need **not** be sent by registered mail. Ordinary mail with a clear return address (so that the mail will come back to you should the Storer have moved) will suffice. Or email or SMS if the Storer has consented as such.

If overlocking does not prompt your Storer into paying within a reasonable time, you should move onto the next step – moving toward selling up.

9.5. Making a Deal

Despite the fact that the Standard Storage Agreement is a robust legal document and the advice in this paper is industry best practice, there is always the chance that a Storer may challenge your right to hold or dispose of their goods if they have not paid their storage bill. Such cases rarely succeed, but it is the Storer's right to raise them and they can take up valuable time and resources from your business.

Experience also tells us that most Facilities do not recoup the full amount of outstanding storage fees and costs when goods in a unit are sold up, and they remain out of pocket with the only recourse being traditional debt collection. In some cases Storers possibly realise that their unpaid storage fees have exceeded the value of their goods, so they essentially abandon the goods for the self storage company to dispose of.

It is for this reason that we encourage members to offer Storers who are around 30 days overdue a deal for them to move their goods out and waive some, or all, of the outstanding fees. This allows you to place a full paying Storer into this unit, while minimising the cost and time of going through the sell up process. If the Storer is genuinely in financial difficulties, you are unlikely to get the full amount due from them regardless and this gives them an opportunity to get their goods out of storage.

9.6. Social Media Tracing

Businesses are becoming increasingly comfortable with responding to customer enquiries and complaints using social media tools. This is leading some companies to question whether it is possible to use social media to trace customers, for example to chase debts or to tell them to take their goods, particularly if contact has not been possible by other means. This section looks at some of the data protection issues to consider when considering introducing this type of strategy. In practical terms operators should consider the following:

- Only use social media to contact a customer when they have contacted you using this method in the past or you can guarantee that the person you are communicating with is the customer and not someone with a similar name.
- Do not post onto community groups or other open forums when chasing debt or trying to find a customer.
- Ensure your privacy document has provisions about contacting people using social media.
- Generally use services like messenger and WhatsApp that communicate directly with the customer rather than posting to sources accessible by others, such as Facebook pages for example.

9.6.1. Legal Basis

In order to process personal data, the General Data Protection Regulation (GDPR) requires an organisation (the data controller) to have a legal basis for doing so. This does not necessarily have to be consent. Where the data controller wishes to contact an existing customer in relation to a contract the appropriate legal basis is likely to be either that the processing is necessary for the performance of a contract to which the individual being contacted (the data subject) is party, or that the processing is necessary for the legitimate interests of the data controller and an appropriate balancing act has been carried out against the rights of the data subject.

If the data controller argues that the contact is necessary for the performance of the contract, it would need to be satisfied both that the contact is necessary and that using that method of contact is necessary. If the data subject has previously expressed a desire to be contacted by social media this may be easier than if social media is introduced as a new form of contact. It is also likely to be easier if attempts to contact the data subject by other means have already failed and social media is used as a last resort.

Relying on legitimate interests requires an assessment of whether the data controller's interests in making contact outweigh the data subject's expectation of privacy. Carrying out a legitimate interests assessment (which could form part of a privacy impact assessment, discussed below) will help when carrying out this balancing act. The way in which the social media information is obtained would be relevant to this assessment - for example, an individual is more likely to expect that you would use their social media contact information if they have previously used that method to communicate with you than if they have never had any connection with you on any social media platform.

9.6.2. Transparency

Even if consent is not needed, it is still important that the data subject is told how their personal data will be used, for example if data from third party sources is collected about them, and how they will be contacted. Privacy policies and terms and conditions will need to be updated to cover this. In addition, for any customers who were given old documentation, the data controller will need to consider whether the proposed use is consistent with information previously given - for example if the data controller has specifically said that it will contact customers exclusively using a certain method, this may prevent it introducing different methods of communication in future.

9.6.3. Accuracy

It is important to ensure that personal data is accurate and up to date. In the context of using social media contacts, this includes being certain that the person being contacted is the right one. Particularly where customers have common names, it may be difficult to confirm with certainty that there is a correct match. This is likely to be easiest where the data subject has previously communicated with the data controller on social media about their account. It may also be possible if email address matching is used. By contrast, a simple social media search is less likely to give results that can be used with sufficient confidence.

9.6.4. Confidentiality

It is important to ensure that this type of contact does not result in a data breach where information about an individual's account is disclosed to a third party. This could happen because of misidentification, or where contact is made using a publicly visible method rather than using private messages. It is therefore important to look at the full process to ensure that privacy risks are minimised as far as possible.

9.6.5. Privacy Impact Assessment

One way of pulling all these considerations together is to carry out a Privacy Impact Assessment. Under GDPR these must be carried out where the processing is likely to result in a high risk to data subjects, particularly if there is any use of systematic and extensive automated processing (for example regularly trying to email match a full customer database) but a lighter touch assessment is still useful where the processing does not quite meet that bar. Carrying out this sort of assessment will help the data controller identify where the privacy risks in the proposed process lie, and what safeguards it can put in place to mitigate against them

9.7. Summary

- The best way to deal with overdue Storer's is early in the process. Contact overdue Storer's before the 30 day mark and consider offering them a deal to move out if required
- Be careful if you are intending to use social media data for these purposes
- You can overlock the unit and/or restrict access to the site for Storer's as soon as they are in a period for which they have not paid for. This may not be the payment date if they are paying in advance.
- More often than not the value of the goods in the unit at the time of sell up is less than storage fees owed so your priority should be to free the unit up for a paying Storer

10. **Selling Up or Disposing of a Storer's Goods**

10.1. Specific Requirements for Keeping Keys

Note that, in terms of the process of notifying the Storer before you sell or dispose of goods, the situation is different if you have access or control over any of the Storer's goods. This includes holding keys for the Storer, even just a spare key that may never have been used; or you have taken delivery of goods and have not passed them on to the Storer (e.g. because he has not authorised you to put them in his Unit or has not yet collected them from your delivery room); or you have taken some other action that means you have become a "bailee" of the goods.

In these circumstances, there is a separate set legal procedure which you must comply with before you can sell the goods. There is no difference if you are being paid for the bailee services or not, or if you never intended to become a bailee. Although the initial letters and process you follow can be the same, if the Storer owes you money, you will not have the ability to sell the goods until at least three months after the initial notice was sent.

The SSA UK strongly advises members to only keep keys to Storer's units, or otherwise retain custody of their goods when there is a substantial business case to support this. Not only is there a lengthier process if you need to sell goods, but there is also a much greater risk to the business in terms of potential liability for loss of, or damage to the goods. Essentially, if you are a bailee of the goods, you have a degree of responsibility to protect those goods from damage, or theft, which is not there if you offer only traditional self storage. Even if the goods are insured by the Storer, it is possible that the insurance company will seek costs from you, if it believes you could have prevented the loss or damage. This burden is considerably less, if you are not keeping keys or are otherwise a bailee of the goods. In this case the Storer must prove that your actions directly contributed to the loss or damage of the goods.

If you would like more information on the risks to your self storage business of keeping keys to Storer's units please contact the Association.

10.2. Outline of Default Procedure

<p><u>Day 1 - 7</u></p> <p>Contact the Storer by phone, email, SMS to advise them payment is due and reminding them of late payment fees</p>	<ul style="list-style-type: none">• You can overlock the unit from this point
<p><u>Day 7</u></p> <p>Send 7 Day Overdue letter <u>by registered mail</u></p>	<ul style="list-style-type: none">• This is when the notification timeline starts
<p><u>Day 7 - 14</u></p> <p>Continue to chase by phone, email, SMS.</p>	<ul style="list-style-type: none">• You may wish to contact any alternative contacts at this point
<p><u>Day 14</u></p> <p>Send 14 Day Overdue letter</p>	
<p><u>Day 28</u></p> <p>Send 28 day immediate access letter <u>by registered mail</u></p>	<ul style="list-style-type: none">• This must be no less than 14 days from when the 14 day letter was sent• Consider offering a deal to the Storer to move their goods out at a reduced or no cost to free up the unit and end the process
<p><u>Day 45</u></p> <p>Access the space under supervision and with video recorder - prepare an inventory of goods and, if appropriate, arrange for second hand dealer to value</p>	<ul style="list-style-type: none">• This must be no less than 14 days after the 28 day letter was sent
<p><u>Day 45-50</u></p> <p>Send Final Notice <u>by registered mail</u> including inventory of goods and advice of sale or disposal date</p>	<ul style="list-style-type: none">• This should be done as soon as practical after the goods are inventoried, valued and prepared for sale/disposal
<p><u>Day 75</u></p> <p>From this point you may sell or dispose of the goods as advised in this document</p>	<ul style="list-style-type: none">• This can be no less than 21 days from when the Final Notice was sent.• You can wait longer before selling the goods, and in some cases this is prudent, however if you wait over 60 days from when you sent the Final Notice resend the Final Notice 21 days before the sale date• If you are a bailee and the Storer owes money this should be at least 90 days after the 7 day notice

10.3. Minimum Requirements

This flowchart outlines the minimum recommendations for a business to access a defaulting Storer's self storage unit and sell or dispose of the goods it contains. As there is no specific self storage legislation in force in the UK, and very little relevant case law, the guidance is based on industry best practice, designed to assist in recovery of sums due or, at the very least, to enable you to free up the unit to make it available to a new Storer. You may notice that, in some cases, the guidance differs from the clauses in the Storage Agreement, particularly with regard to the time recommended before goods are disposed of. These longer periods are suggested to lower the risk of the process being challenged. As this area of the law is unregulated, the possibility cannot be ruled out that the process may be challenged on the basis of a specific interpretation of any number of provisions of general law, particularly those in relation to bailees and the point at which a person becomes a bailee. For these reasons, although this procedure is recommended for the majority of non-payment cases, we advise members to seek further guidance from the Association or to take legal advice where the situation with their Storer is not straightforward; for example, if you hold keys and/or take deliveries for the Storer, if a Storer has multiple units and is not in arrears on all of the units, if the Storer is disputing the amount due to you, if the value of the goods in storage is significantly higher than the debt due to you, if someone other than the Storer claims he owns the goods in storage, or if your Storer has died, or become insolvent/ bankrupt and you have not heard from the person who has taken over the Storer's affairs. In these types of situation, you may need to take different actions, or follow different procedures to avoid a challenge, or to provide a more robust defence if your actions are challenged later (for example, requiring specific consents or forms of notice and longer periods before you can sell or dispose of goods).

You should consider this guide as a minimum best practice standard. If you choose to vary the procedures outlined in this document in favour of the Storer, that is a perfectly acceptable business decision on your part. However, we strongly recommend against varying the procedure in favour of the Facility Owner, particularly the terms of notice and time before selling.

You should also consider the timescale for sending notices as outlined in the flowchart. The timings between the documents are all related to the previous document. So, if you delay sending the first notice until 30 days, you cannot then send the next notice immediately after it, you still must wait the prescribed period of time between the notices. For this reason, we suggest members adhere to the timelines for sending of notices up until the point of selling or disposing of the goods. If, at this time, you choose to allow for more time, then the appropriate notices have been sent and you can generally dispose of the goods and continue the process at your convenience.

10.4. Payment Plans

Some businesses choose to offer payment plans to Storers. This can be a solution, however you need to ensure such payment plans allow for the Storer to catch their debt up in a reasonable period of time, as well as pay ongoing storage fees. Given that most storage units are billed monthly, the options for payment plans are somewhat limited. Any payment plan should be communicated in writing to the Storer and ideally be signed off in agreement. The terms of the plan should also include a statement that if any payment of arrears under the plan is delayed, the sell up process will continue from the point it was at when the plan was agreed. This means you do not re-start the timeline if the Storer defaults on the payment plan.

10.5. Part Payments

If a Storer only pays part of their bill, this does not stop the default process and require you to start from the beginning again. If you receive a part payment, you should respond acknowledging receipt of the payment and reminding the Storer that the bill must be paid in full to prevent the sale or disposal of their goods. You should include a copy of the letter relevant to the time period that the Storer is now paid up to. For example, if the part payment brings them up to 30 days in arrears then you would resend the 28 day letter and continue the process from there.

There are of course practical implications. If the bill is paid up to within 14 days you are essentially starting the process again anyway, so it would be better to resend a 7 day letter with the amount outstanding and any additional late fees.

11. When to Send Registered Mail

You are not required by the Storage Agreement to send Notices by registered post. However, it is considered best practice to send some Notices leading to the entry of the Storer's unit and/or the selling up of a Storer's goods by registered mail. This enables you to evidence your attempts to contact the Storer and advise them of what was happening with their goods.

Notices that should be sent by registered mail are specified in the earlier flow chart and this is clearly stated in the header of the forms of notice attached. Namely they are:

- 7 Day letter advising the Storer that the process has started, the unit has been overlocked and the goods may be sold or disposed of
- 28 day letter advising that access to the unit is imminent and reminding that the goods will be sold or disposed of
- 45 day letter including an inventory of the goods and advising the Storer that arrangements are in place for the sale of the goods, and that goods are to be sold within a short period of time.

IMPORTANT NOTES REGARDING EMAIL: just because the Storer has given you their email address does not mean they have consented to email correspondence. They must specifically consent - this is included in the current version of the Standard Storage Agreement. If they have not consented, all notices must go by traditional post (registered where we recommend). Even if they have consented, we recommend the use of registered mail in the sell-up process.

12. Entering the Unit as Part of the Sell-Up Process

Entering the unit to take an inventory before the sale is a critical phase in the process. You are essentially taking custody of the goods at this point. This means you need to document the condition the goods were in when you accessed the space. It also means you must care for these goods after you access the space.

Perhaps the best way to document the goods when you enter is to video the entry process. If possible, this should be done in a single shot showing you breaking the lock, opening the unit and then taking a look through the unit to show generally the volume of items and any large items. If it is a small unit, or does not contain many items, you may wish to do the inventory while videoing on the single shot. This process is not designed to show all the contents of the unit in detail, but to evidence that this was the first time you accessed the unit and the general state of the goods and items in the unit.

If you find the unit is actually empty, then you can consider the unit abandoned. Send a letter to the Storer stating that you accessed the unit as it was overdue, found the unit to be empty and have therefore considered it abandoned. You can also remind them to pay any outstanding debt, or you will continue with traditional debt control measures.

If you find the unit is full of rubbish, such as left over packing materials, or items which are clearly and undisputedly of no value, then make sure the whole unit is covered in the video, including all the rubbish. You can then send a letter to the Storer advising that you have opened the unit due to their unpaid storage bill and found there were no goods of value, hence the remaining items have been disposed of. Note that this procedure should only be used when there is genuine rubbish in the unit. If there is any doubt that the goods may be of value, it is best to get an independent third party in to value the goods, or list them on an online auction site. If the valuer deems the goods of no value, or you have no bidders on the auction, you can dispose of the goods.

13. Selling or Disposing of Goods

13.1. Take a Good Inventory

It is important that the Facility Owner takes a thorough inventory of goods before selling or disposing of those goods. Recent legal actions have indicated that 'closed box auctions' and poor inventory (i.e. recording in an imprecise way, such as “7 boxes of mixed household items”) will not be looked at favourably if the process is challenged and may result in an adverse finding for a business. If you rely on an auctioneer to undertake this inventory for you, they are doing this as your agent and you are still ultimately liable.

13.2. Identifying Goods

When disposing of goods, either in an attempt to recover money owed by a defaulting Storer, or due to goods being left behind by a Storer after storage, the goods must be sorted into general categories and treated accordingly.

13.2.1. Illegal Goods

You should send notification to the relevant authority (Police or Trading Standards). Goods will usually be confiscated.

13.2.2. Environmentally Harmful

Both the safety of staff and the environment should be considered, as well as the business's legal obligations. Goods must be disposed of in accordance with the various legislation and regulations. Contact the Association for more information if you find hazardous goods in a unit.

13.2.3. Sensitive Papers

Under the Standard Self Storage Agreement, papers may be disposed of by usual paper disposal means, e.g. recycling. It is the Storer's responsibility to not abandon goods that are of sensitive nature that require secure destruction. Although you are entitled to presume that any documents left in a unit are not sensitive, we recommend contacting the Association if you have a unit that contains largely medical, legal or financial records, particularly where those records are being stored by an accountant, lawyer or doctor. Sometimes contacting the professional association, or practice concerned, can provide guidance on appropriate methods of disposal, or may result in collection and even payment of outstanding storage fees. If you are uncertain about your duties when disposing of sensitive papers, please contact the Association.

13.2.4. Personal Items

Such as photographs, wedding certificates, etc. There is no legal duty to retain these items, but anecdotal evidence suggests negative publicity and attempts to challenge legitimacy of the agreement are minimised if such items can be returned to the Storer, or in the event the Storer is uncontactable, retained for a reasonable period of time (12-24 months). Many businesses choose to keep these goods in a labelled box in a secure location for this purpose.

13.2.5. Goods Belonging to Someone Other Than Storer

If the Facility is on 'reasonable notice' that the goods belong to someone other than the Storer, you may not rely on the Agreement to sell the goods and should not proceed with the sale. 'Reasonable notice' includes for example 'Forbes Rentals' stickers on equipment, notice from a finance company that goods in fact belong to another person, or a legal notice stating that the goods belong to another person, such as a statutory declaration.

Merely having a person say that the goods belong to them will not usually, in itself, be enough. In those circumstances, you should advise the person claiming the goods as theirs that the Storer has authorised you by way of contract to sell all items in the unit, and the claimant should contact the Storer. In these circumstances, you should also advise the Storer that their authorisation of the sale of someone else's goods, when the owner does not in fact agree to the sale, may result in a criminal charge of conversion on their part.

Members who have any questions about what constitutes 'reasonable notice' with regard to ownership of goods are encouraged to contact the Association.

If, prior to a person going into arrears, you are contacted by an individual or company advising you that their goods are in the Storer's unit, you should advise them to contact the Storer as you have no right or authority to grant access. If they are unwilling or unable to contact the Storer, you can advise them that they need to report the goods as stolen to the police, who will then take appropriate action.

13.3. Selling Registerable Items such as Vehicles

Special rules apply to the sale and transfer of registerable items such as caravans, motor vehicles, and boats. In the case of motor vehicles registered with the DVLA, the vehicle can be re-registered to the facility owner by completing form V62 (available from Post Office or DVLA online). In the reason for application box select "other reason" and describe that this is a transfer in satisfaction of a debt due. The DVLA will issue a new V5C within 4 – 6 weeks. It is worth noting that the form V5C is evidence of who is responsible for the vehicle and does not prove ownership. The Facility Owner will not have a receipt to prove the change of title, so if the prior registered owner challenges the change of ownership this is a matter for the courts rather than the DVLA and the DVLA will not get involved in such a dispute. In reality, if the Facility Owner sells on quickly for value, a challenge may be difficult if the Facility Owner has given the Storer adequate notice of his intention to re-register the vehicle and time to settle up, unless the value of the vehicle far outstrips the debt due. If you have any questions, please contact the Association.

13.4. Items of No or Negligible Commercial Value

Under the most recent version of the Storage Agreement, you are entitled to dispose of the items, rather than attempting to sell them, if it is not commercially viable to sell them. You must however undertake an inventory of the goods and record how the items are disposed of. You may also dispose of items that you have previously attempted to sell. We do not recommend that goods are retained for use by the

business or their staff, unless they have been purchased as part of an auction or other open sale process. Even if the goods are deemed unsellable, it is not good practice to retain the goods for your own use. We recommend donating them to charities if suitable, or arranging for their legal disposal.

13.5. Items Left Behind After Termination OR Items Left in Communal Areas

Items left in any communal area of the self storage facility may be disposed of immediately. You may have to apply commercial judgment if the goods are valuable, or can clearly be identified as belonging to a particular Storer.

Unless you have been holding keys or taking deliveries on behalf of your Storer (as previously dealt with in this document), items left behind in a Storer's Space, after the termination of the Agreement by the Storer, may be disposed of 7 days after giving notice to the Storer of the impending disposal. Therefore, it is to your advantage to notify the Storer as soon as possible if you find goods left in a vacated unit. In the event that there is a cost for disposal, you can charge the Storer. For this reason, Facilities that retain deposits should ensure Spaces are cleared out before refunding the deposit.

If the Agreement was terminated by the Facility Owner you must wait 30 days before disposing of the goods.

If you have been holding keys for, or taking deliveries on behalf of your Storer, then what you can do with items left behind depends on what has been left behind and whether or not the Storer owes you any money. We have dealt with the disposal of rubbish previously. However, if there are other items, then you are required to give notice to the Storer that you are holding the items, what they are, that they are available for collection and if they remain uncollected within a certain period of time, you will dispose of, or sell the items. If the Storer owes you money, that period of time has to be at least three months. If you are offering these services, it is much more important to make sure the Space is cleared out before any deposit is refunded.

13.6. Summary

- Always inventory the goods, even if they are deemed of no value
- If goods are clearly of “no merchantable value” then you can dispose of them
- If in doubt get the opinion of a valuer or second hand dealer
- Registerable items like vehicles require special conditions before their sale or disposal
- The Association recommends you hold onto personal items such as photographs, but there is no legal requirement to do so
- You cannot sell or dispose of goods that you have reasonable knowledge that they belong to someone else, this includes hire purchase goods

14. Methods of Sale

Although the Standard Self Storage Agreement states that you may ‘dispose’ of the goods, you must make reasonable attempts to secure the best possible price for all goods. For this reason, the Association recommends auctioning goods as the preferred method of sale, as it evidences that the market set the price secured for the goods. However, this is not always possible—or preferable. The following methods are also acceptable:

14.1. Second Hand Dealers

Selling goods to a second hand dealer has become more difficult in some areas. If you contact a second hand dealer who refuses to look at the goods, or looks at the goods but is not interested, it is enough that you make a file note of your attempts and the dealer’s response. If the dealer does come and inspect the goods, see if you can get him to write a declaration that they are of no value. This goes some way toward evidencing your attempts to secure the best possible price.

14.2. Antique Dealers

If goods appear to be antiques that might be valuable, it might be worth getting an antique dealer in. Again, if the antique dealer is not interested after seeing the goods, make a file note of your attempt and their response.

14.3. On Site Auctions

Television shows like Storage Wars have led some UK storage operators to consider holding on site auctions for goods left in storage units. From a legal point of view, you could hold a public auction from your premises, however the following conditions would need to be met:

- It would have to be widely advertised in your local area at least 2 weeks in advance. We suggest this includes local papers and possibly local online news boards, as well as using your own website and social media.
- The advertisement must include a brief description of the goods, e.g. household items, clothing etc, but also list any items of obvious note, e.g. potential antiques, vehicles
- People must be able to come and inspect the goods prior to the sale, at times notified in the advertisement. These must be reasonable times for people to inspect and not just a short period immediately before the auction.
- The goods must be sold in lots no larger than the size of a single unit. Do not combine multiple units for a single sale. The lot sizes should not be unfeasibly large to prevent people bidding on them and notable items of obvious value should be sold separately.
- No selling of unopened boxes or “blind items”. People need to know exactly what they are bidding for. While this does occur in some of the TV shows, it is illegal in the UK.

Many operators avoid these kinds of sales, as they do not want to highlight to existing Storers that goods are being sold. There could also be compromises in security by allowing non storers onto the site to inspect the goods.

14.4. Car Boot Sale

For low value items, holding a car boot sale, or similar, may be an economically viable alternative, particularly when items have already been offered to a second hand dealer. Ideally you should attend a well-publicised local sale.

14.5. Tender

Offering goods for sale by tender, where the highest bidder takes the lot is another method of disposing of goods and attempting to secure the best possible price.

14.6. Online Auctions

Online auction houses have been successfully used in the past few years as a means of selling goods. In some areas, a service is run where a firm collects all goods from the Facility and auctions them for you, taking a small cut for themselves. This is an effective means of disposing of goods whilst also recovering outstanding fees. Note that, if you are selling goods on eBay, they need to be suitably described and photographed. Selling an entire storage unit as one item on eBay is not an acceptable means of getting the best price.

14.7. Disposal

Once you have made reasonable attempts to secure the best possible price, any remaining goods should be disposed of – either to a charity or the local waste/recycling centre as appropriate.

15. External Stored Items such as Vehicles

Special comment should be made on the approach to storing large items such as vehicles, particularly outside or in communal areas.

15.1. Aim for No Key/Mean of Moving Item

Cars, boats and other large items are often stored by Facilities, along with the means to move those items e.g. keys to the item. Storing items, and retaining the means to move them, is likely to be interpreted at law as a bailment relationship between the Facility and the Storer, rather than a simple licence relationship. The Facility should use the Managed Storage Addendum in these circumstances. Furthermore, Facilities should insure against the higher duty owed to the Storer under a bailment relationship.

Note also problems with enforcing the right of sale in relation to registrable items as detailed in 13.3.

15.2. Allocate Unique Space to each Storer

Case law suggests that an individually numbered and accessible Space is more likely to be interpreted at law as being a licensed use of Space, rather than a bailment. Hence cars, trailer, caravans etc. should be allocated an individually numbered and defined Space – this may be a cage, bollard or chained area. Being unable to move an item (such as the Storer padlocking the item to a bollard and keeping the key) decreases the chance of the relationship being viewed as one of bailment. If you are not keeping the key, then you can use the Standard Self Storage Agreement for these storage conditions.

Again, note also problems with enforcing the right of sale in relation to registerable items.

15.3. Implications of Communal Storage

You may still choose to store vehicles and other large items in communal areas, where you and potentially other Storers have access to the goods, however you should clearly understand the increased business risk in doing this. In a communal area, bailment will most likely apply. This means that, if any of the goods (vehicles) are damaged or stolen, you must prove that you have discharged your legal duty of care and done everything possible to prevent such damage. This is a very difficult task in most cases, so there is a distinct risk that you will end up with the cost of replacing/repairing the goods.

Particularly when vehicles are being moved around a common area, there is an increased potential for damage from moving vehicles; damage which may not be identified until the Storer, whose goods have been damaged, returns. Unless you can **prove** that you discharged your duty of care, and it was someone else who damaged the goods, there is a strong risk the Facility will be liable for the damage.

As a minimum, if you intend to use communal storage for any goods, particularly vehicles, make sure that your insurance will cover you against any claims from Storers for damaged goods. Remember, even if the Storer insures their goods, you may still be liable for damages and the Storer's insurance company could take action against you.

Accepting any goods into a communal storage arrangement considerably increases the risk of claims against the Facility, hence increasing the business risk. Make sure that you consider this when offering such storage and developing pricing for the service.

16. Terminating the Agreement

16.1. When You Can Terminate

The Standard Self Storage Agreement allows for the termination of the Storage Agreement once the initial fixed period of storage has ended. The fixed period of storage will be that period recorded on the front of the agreement. The Facility is only able to terminate the Storer's Agreement in accordance with the terms of the Licence during the fixed period.

16.1.1. Fixed Period of Contract

Special care must be taken when setting the fixed period. It is important that the Agreement remains a Licence to occupy the Space and does not become a Tenancy, which may give the Storer protected rights to occupy the Space, and affects the way you can terminate the Agreement. If you fail to have an initial fixed period, you can still terminate the agreement by giving notice, or for breach or in accordance with the other terms of the Agreement, but there is a risk that this open-ended approach alters the character of the agreement away from a Licence.

Always set the fixed period in the agreement by reference to the frequency of payment, e.g. if payments are made monthly, set the fixed period as one month, or if payment is made weekly, set the fixed period at one week. After the fixed period ends, the agreement runs for further periods of the same length (monthly or weekly) anyway, so having an open ended fixed period provides no advantage.

If the Storer has paid for an extended period up front, say 12 months, we recommend you set the fixed period for one month, but that you have a separate letter with the Storer or a note on the contract that sets out that they have paid a deposit equal to 12 months' storage fee at a discounted rate of £x per month, rather than the standard rate of £y per month. This letter should state that the Facility will pay each monthly storage fee out of this deposit, at the discounted rate on the due date, provided the Storer doesn't move out during that period. If the Storer moves out during the discounted period, you will be entitled to

deduct from the deposit the balance between the discounted rate and the standard rate for the actual period of storage and only return the balance.

16.1.2. Terminating Due to Illegal or Environmentally Harmful Activities

If the Storer is engaged in illegal, or environmentally harmful activity, the Facility may terminate the Agreement without Notice. The Facility should make a file note as to why the Agreement has been terminated, and it is considered best practice to advise the Storer of the decision of the Facility to terminate, and why. In the event that goods are confiscated by an authority, notification to the Storer of the confiscation is considered best practice.

16.1.3. Terminating After the Fixed Period

To terminate the Storage Agreement, the Facility must give Notice. The period of Notice required will be that specified on the front of the Agreement, as agreed at the time the Agreement was entered into. Note that where there are co-Storers, it is best practice to give Notice to both parties that the Agreement is to be terminated. See below at 16.2 for Procedure for Terminating Agreement

If the Storer wishes to terminate, they too should give the required notice in writing. However, practically speaking, this may not happen. Notice may be given over the phone, in person, or the Space may be cleared out by the Storer, or by another person on behalf of the Storer, who then informs you that the Space is no longer needed. In these circumstances, either you will need to ask the Storer to confirm in writing, or rely on contractual wording in the Agreement which states that, if a Facility Owner enters a Space and it is empty, the Facility Owner can terminate the Agreement. If you do terminate an agreement without receiving a written request from the Storer, you should send them a written confirmation stating that the Agreement has been terminated as the unit has been found vacant (in accordance with clause 35 of the Standard Agreement), or as requested verbally on a certain date.

16.1.4. Terminating After a Fee Increase

Whenever you notify a Storer about an increase in fees, they have the right to terminate the agreement at any time before the fee increase is applied. This right exists regardless of any normal period of notice required.

NOTE - you CANNOT increase fees during the fixed term of the Agreement.

16.2. Procedure for Terminating the Agreement

In some occasions a facility may want to terminate its Agreement with a Storer who is a slow payer or abusive, or if the facility wants to redevelop the facility, or for many other reasons. To do this you should send a termination notice. The letter states that no more payments will be accepted from the Storer, and any attempts to pay will be refunded to the Storer. This is to protect your right to dispose of the goods in the event that the goods are not collected. You will need to include the amount of notice specified on the Agreement in the letter at the appropriate place, and calculate the date for the Storer to have removed their goods from the Facility. If the Storer does not leave the Facility and remove all of their goods, you will need to follow the Disposal of Goods procedure.

16.3. Summary

- You cannot terminate the Agreement within the fixed period of the contract unless the Storer has broken terms of the Agreement
- You can terminate a Storer's Agreement for your own business reasons, as long as you are not discriminating on the grounds of race, sex, religion and so on
- You must give the same period of notice to terminate an Agreement as the Storer, normally 30 days

17. Accessing the Storer's Space

In standard self storage the Facility Owner does not have access to the Storer's Space. To access a Space for any reason requires the cooperation of the Storer, or forceful action within the boundaries of the Standard Self Storage Agreement.

Where the Facility holds keys for a Storer, the Managed Storage Addendum specifically states that the Facility Owner will only access the Space in certain circumstances authorised by the Storer. To access a Space for any other reason requires the cooperation of the Storer, or forceful action within the boundaries of the Standard Self Storage Agreement.

There are several different reasons why you might need to access a Storer's Space. These are separated into two subcategories:

- a) urgent access
- b) non-urgent access

17.1. Urgent Access: Fire, Threat to Life or Property, etc

Sometimes you will need to access a Storer's Space urgently. For example, if a **fire** broke out in a neighbouring Space and you wanted to minimise loss by gaining access to nearby units in an attempt to put out the fire, you would need **urgent access** to that Space. Other times when you may need urgent access include: suspicion that harmful waste is being stored and poses a threat to the facility (i.e. you see or smell fumes coming from a Space) or, as was the case in one facility, you observe vermin going into and coming out of a space.

The steps to follow are:

- i. For **urgent** access that cannot be delayed even momentarily, you should take necessary action immediately. This will mean cutting and removing the lock unless you hold a key. You must **ensure the Space is re-secured** after the event, and if possible you should attempt to record the state of the Space by taking a **picture** or **video of the Space** as soon as practicable after the entry. As soon as possible after the emergency, you should make detailed notes of:
 - Why access was needed
 - Who accessed the Space
 - The time and date of access
 - What the outcome was
 - How and when the Space was re-secured
- ii. For **semi-urgent** access, such as the suspicion of dangerous goods being stored, where there is no immediate threat to life or property, you should firstly **try and contact the Storer**. Explain that you need access to their Space, and ask that they attend at the Facility to open their lock or, if you hold a key, to supervise the access. If they will not comply, or you are unable to make contact, you should proceed as if access is **urgent**. If time permits (depending upon the circumstances of the need for access) you should try to follow the procedure set out for **non-urgent access** below.
- iii. Remember to take notes of everything, including time and date and the name of the person taking action. Take videos and photos of the entry process if possible.

- iv. In all cases, the Storer should be notified by phone, and then in writing, that the access has taken place, **unless** illegal activity is confirmed and a law enforcement agency instructs you not to.
- v. If you have cut the lock in a Standard Storage Arrangement, you will have put on a new lock to re-secure the Space and you will now have the only keys. You should **send all sets of keys by registered post** to the Storer's last known address, **unless** illegal activity is confirmed and a law enforcement agency instructs you not to. If the keys are returned to you, you must keep them on their file. Because you have accessed the Storer's Space, you may be held to be 'in possession' of the Space, and hence you may be liable for the goods in the Space. You should check that your insurance covers these instances.

17.2. Non-Urgent Access: Fumigation, Repairs, Selling-Up etc.

Sometimes you will need to access a Storer's Space for non-urgent purposes like fumigation; repairs to the Space; to relocate the Storer; to ensure there is no illegal activity or general inspection of the Space or because you are preparing to sell the Storer's goods. In these circumstances you are able to be more cautious. The following steps should be taken:

- i. Contact the Storer by **mail** and inform them why and when you require access, giving at least 7 days' notice. This mail should be sent by registered post. If the need for access is anything other than for the purpose of selling up you should, if possible, arrange for the Storer to let you in, or if you have a key, to supervise the access. This way you will not be held responsible for any suggested loss or damage. Even if you receive no response to the mail, you should also try to telephone the Storer and discuss the situation. If the Storer can attend, there is no need to follow the following procedures, simply arrange for the Storer to attend. Where the Storer has the keys, make sure the Storer unlocks the Space; have them witness the required work, and then have the Storer re-secure the Space. Where the Facility holds keys for the Storer, ensure the Storer authorises you to unlock the Space; have them witness the required work, and then have the Storer re-secure the Space. In all cases, make a note that this took place, record any damage caused in the process, or that no damage occurred and make sure the Storer signs it.
- ii. If the Storer **cannot** attend, set a date for entry and advise them **in writing**.
- iii. If the Storer cannot attend, on the day of entry, take a photo or video of the lock being cut (if you don't hold a key) and the door being opened. At least two people from the Facility should be present. Make detailed note recording why access was facilitated, who was present, what was done/found and when and how the Space was re-secured.
- iv. In all cases, the Storer should be notified by phone and then in writing that the access has taken place, **unless** illegal activity is confirmed and a law enforcement agency instructs you not to.
- v. Ensure you re-secure the Space with a lock once you have finished. If the situation is such that you are not retaining the keys (i.e. you would **keep** the keys if you are in the process of selling up or in a Managed Storage Arrangement) then **forward all sets of keys to the Storer by registered post**, to the Storer's last known address **unless** illegal activity is confirmed and a law enforcement agency instructs you not to

A warning about entry: every time you enter a Storer's Space you raise the possibility of being accused of being responsible for any loss or damage to goods. You should only ever use force to enter a Storer's Space when there are no other options available to you. You should take as much care as possible to ensure you can go some way to rebutting any claim. Have two people present at all times, photograph or video the procedure, take good notes of what you did, when and why, and take out insurance. Having consistent, reputable and particularised procedures in place is a good start.

18. Storer Loses Their Key

A Storer has the right to access their Space. If they lose their key, they are entitled to have the padlock cut off, or the lock drilled. In some Facilities, locking systems are very sophisticated, and require a trained locksmith to undertake the work. It is best if a Storer makes these arrangements *themselves*.

However, Storers often ask the Facility to play a role in performing this task and the business can charge for this service. The fee for this service can be negotiated with each Storer and does not need to be fixed as circumstances could influence the cost, e.g. the size and nature of the lock used, the time or day of the week if a professional is required to remove the lock. We do however suggest documenting a fee range for this service and posting this in a prominent position in the reception area. For example "Having a lock removed by staff will cost between £50 and £150 depending on the nature of the lock and the work required to remove it".

19. Problems with the Space

Problems with a Space may arise because of damage to the unit from a specific event like a flood, storm and so forth. If a problem occurs and you think a Storer's Space has been affected, you should contact the Storer immediately **by phone** (where possible) and advise them to attend at the Facility to evaluate the situation. If the Storer refuses or cannot do this, **you are under no obligation** to cut the lock and ascertain the damage (if any).

However, if you believe that you **may be at fault** for the damage, perhaps due to the deliberate or negligent act of an employee, you may want to take more immediate action to minimise your loss. This might occur, for example, when the Space is damaged due to negligent actions of the Facility, such as an employee backing into the Storer's Space and damaging the door, making the Space insecure. If the Storer is uncontactable, or unwilling to attend the Facility to survey the damage, you may choose to utilise your power under the Agreement to inspect the Space on 7 days' notice, or to classify this as an emergency requiring potential repair, or to prevent damage to property, in which case you need to notify the Storer after the inspection has taken place. It should be emphasised that the Standard Self Storage Agreement does **not** require you to take this action. This is what we call a 'grey area' of the business of self storage, and one requiring a decision to be made in the light of all the circumstances.

When accessing the Space you should follow the same procedures set out previously.

If you decide to take invasive action to minimise losses to a Storer's goods, you must be aware that once you take possession and/or control you are then in a bailment situation and must ensure you are adequately insured.

For example, if during a storm the door of a unit is damaged or removed, your first instinct may be to either move the Storer's goods to another unit, or somehow re-secure the door. While this may minimise

the damage to the Storer's goods, it also makes you accountable for any damage to those goods as you "took possession of them". This can be particularly problematic as the goods may have been damaged by the storm, so how will you show they were damaged before you "took possession"? There may also be implications due to mould, or other issues that could occur while the goods are in your possession.

If you notice that a unit has been damaged and is no longer secure, contact the Storer immediately so they can re-secure it, unless of course it is under the Managed Storage Addendum, in which case you can resecure it yourself. If the Storer is not contactable and you choose to secure the unit yourself when you are under a Standard Self Storage Agreement only, be aware that you have taken on a significant business risk. Forward all sets of keys for the new lock to the Storer by registered post and make sure this is covered by your own insurance.

In the event that goods are damaged beyond repair, or are so damaged that to allow them to remain on the premises would cause subsequent damage, for example, they are inundated with flood water and are rotting, or are damaged by fire and cannot be repaired, you may dispose of the goods. It is recommended that you try and liaise with the Storer before disposing of the goods, but this is for public relations reasons, not legal reasons. If the Storer cannot be contacted, refuses to act within a reasonable amount of time (what is reasonable will be depend on the situation), or the circumstances themselves necessitate expedient action, you can dispose of the goods immediately and without the prior approval of the Storer. You should however protect yourself by take photographic or video evidence of the condition of the goods, and notify the Storer at their last advised address, or email of the fact that that goods have been disposed of and why.

The Association has produced a detailed Disaster Management Plan which provides advice on how to prepare and respond to a major incident in your business. All members should have a copy of this and their own personalised Disaster Management Plan based on its contents,

20. Problems with the Storer

Problems with Storers often arise due to staff at the Storage Facility trying to help the Storer out and inadvertently becoming caught up in the Storer's own problems. Problems can arise when a Storer has a falling out with a partner, when a person leaves a business and may have their personal belongings in a unit in the business name, or a multitude of other instances that involve people wanting to gain access to the self storage unit.

The rules when dealing with these problems are clear:

The only person entitled to deal with the Space is the Storer, as defined by the person who signed the Agreement.

This extends to the person paying the bill. Even if you know that a third party has been paying the storage fees, they still have no rights in terms of the contract unless they are named as the Storer or a Co-Storer on the agreement and have signed it. Anyone can pay the storage bill on behalf of the Storer but this does not give them the right to access the Space using force, change the agreement or request the Space be overlocked.

Any person who is not the Storer cannot demand access to the Space – including wives, mothers, sons, relatives of a deceased person or anyone else. To whom a Storer gives their key is their own business, and not your concern. This does not mean you must actively police every person who comes into the facility. If a person turns up with the key to a unit and all relevant pin codes, fobs or anything else required

to access the unit, you should not refuse them access unless you have reason to believe they have been acquired illegally or something doesn't feel right. If you have any such suspicion and are operating standard storage, you may choose to notify the Storer that someone else is accessing their unit, but you are not obliged to do this. If you are providing Managed Storage to the Storer, you have an enhanced duty of care so you should be notifying the Storer if you have any such suspicion. What is of paramount importance is that you cannot grant access to the Space at the request of any person other than the named Storer by using your key in the case of Managed Storage, or forced entry for self storage except in certain limited circumstances.

If a Storer rings up and asks you to prevent access by other parties that may have a key to their unit, you can put an overlock on that unit or change the pin code access with their consent. This can only be done at the request of a Storer whose name and signature are on the Agreement for the unit.

If the Agreement has the names of two people on it and both parties have also signed the Agreement, then they both have equal rights to the unit. This means that either of them can ask you to overlock the unit, but equally any one of them can ask you to remove such overlock. Similarly, any one of the signatories can cancel the Agreement and take out a new one in their own name. This complication is one of the reasons we encourage members to only have a single name and signatory on the Agreement.

Always distance yourself from any proceedings. Do not become embroiled in divorce proceedings or any family or personal disputes. You are in the business of self storage, not therapy!

20.1. Bankrupt Storer

A Storer who goes into bankruptcy will have a Trustee appointed. You may never receive notice of the appointment because the bankrupt may not list you as an unsecured creditor in the Statement of Affairs. This is a document filed by the bankrupt with his Trustee in Bankruptcy listing all of the unsecured creditors. If you receive notice, it is likely to be within 6-12 weeks of the bankruptcy. The bankruptcy Trustee can be either a private firm of Accountants, or the Official Trustee in Bankruptcy. Bankruptcy only relates to individuals and not companies.

Once a Bankruptcy Order has been made the Trustee is legally entitled to seize all of the assets in the bankrupt's possession at the time of the Bankruptcy Order.

If you receive notice of the bankruptcy, or you find out about it from another source (e.g. your Storer), you should endeavour to determine if the items in storage are vested in the Trustee in Bankruptcy, or in the bankrupt alone. You should ask the Trustee to identify if the Trustee has an interest in the items. To do this they will need access to the goods. They have the right to have the lock removed for this purpose.

Sometimes the Trustee in Bankruptcy will serve a statutory notice requiring access to the storage Space to recover goods which are vested in him, or to recover papers relevant to the financial affairs of the bankrupt which are under investigation. It is not for you to determine whether the goods belong to the bankrupt or are vested in the Trustee. That is a dispute between those parties and does not involve you. There is nothing to prevent a bankrupt storing goods. The Trustee is entitled at law to remove goods. If the goods are vested in the Trustee he will provide notice to you and you will not need authorisation from the Storer.

When you have notice of the bankruptcy, either from the Trustee or the bankrupt, you should immediately send the Trustee a letter asking him to either claim or release some or all of the goods in storage within 14 days and, if he is claiming goods which are to remain in storage, then the Trustee needs to sign a new

Storage Agreement and becomes liable for all storage costs under the new Agreement from the date he claimed the goods.

Bankruptcy does not terminate the Agreement for storage. Any unpaid liability incurred before bankruptcy will be a provable debt in the bankruptcy. After bankruptcy, unless the Trustee claims the goods and signs a new Agreement, he is not liable for future fees so any unpaid liability after bankruptcy can be recovered from the bankrupt as a new liability. It is best to start a nil balance from the date of bankruptcy once you have received notice. The procedure for access and sale of the stored items should be carried out in accordance with the normal Lien Sales Guidelines.

20.2. Deceased Storer

In the case of a Storer who has died, you can only deal with the person who is legally appointed to deal with the deceased's estate. If the Storer left a will, this will be the person(s) who has been granted **probate** and can produce a court document naming them as such and appropriate identification. Sometimes a person may produce a '**letter of administration**' naming them as 'court appointed administrator'. This will occur when the Storer has not left a will. You can continue to invoice the Storer for storage after they are deceased and this will be added to the debts of the Estate.

The problem is that in the UK many estates choose not to get probate for a variety of reasons. This can leave the self storage store in difficult situation with family members trying to get access to the goods, but the business unsure as who has the legal right to the goods. These situations can often get messy with some family members disagreeing with others and the self storage business being stuck in the middle.

The Association has developed the following policy to provide the self storage business a range of options to deal with this situation. You should move through these options sequentially, only moving to the next option if the earlier options are not practicable. This will give you the maximum level of legal protection.

20.2.1. Option 1 – Require probate or letter of administration

As mentioned above this is the most legally secure way of proving the person has the authority to access the deceased customers goods. Where possible this should be sought. Note that a copy of a death certificate or a will does not suffice at this stage. You require an official letter of administration or appointment of probate document. Also note that enduring powers of attorney cease once the person has died, so this will also not suffice.

If a person can demonstrate they are due to be appointed as an executor or administrator of the estate, and need to take an inventory of the goods for the purposes of finalising the deceased person's estate, so that probate/letters of administration can be granted, then you can allow them supervised access for this purpose, but you must make it clear they cannot take any items away. You will need to have a member of staff there whilst this inventory is taken. The only person who may remove the items is the person to whom probate has been granted, or the person to whom a court has granted a letter of administration in the event of the Storer dying intestate.

20.2.2. Option 2 - Family Member/Other has Key to Space

Unless you keep a key to the unit, you do not have control over the Space and you will not be in a position to deny or grant access. This means that if a family member or other party has the key to a Storer's Space, you do not have the legal right to refuse access to the Space and do not need to get involved. This is often a good option for people that do not wish to gain probate. If they have a key to the unit they can come and empty the unit, leaving it abandoned and open, which then allows the self storage business to terminate the contract. They could if required move the goods into a new unit under the new person's name. You

could show these people to the unit and see if they have a key that fits. However, at this stage you should not forcibly open the unit.

20.2.3. Signed Declaration

If neither of the first two options are possible then the storage business can get the relevant person to sign a declaration to say they have the right to access the goods. The business can then forcibly open the unit and give the person access to the goods. While this does give the business some legal protection it is not as robust as the first two options. The association has created this option as a means to resolve a situation that can otherwise drag on for months without solution.

The signed declaration (copy included in the documents section of this manual) should be accompanied by a copy of the persons ID that includes a signature. This is typically a passport or drivers licence. If no such ID with a signature can be provided then at least 2 other forms of photo ID and something that validates the persons address should be provided or copied.

Evidence must be provided that the person would reasonably have the right to access the goods. This could include:

- Marriage certificate between person and customer
- Birth certificate naming customer as a parent of the person
- Financial documents listing the person as a joint account holder with the customer.

The person should also be able to show evidence that the customer is in fact deceased. This would typically be a copy of the death certificate.

Copies should be taken of this evidence and filed with an original copy of the signed declaration. We do not recommend this declaration is completed online and instead is completed in person so an original is stored on file and all ID checks can be completed in person.

The unit should be opened under the condition that all goods will be removed within a given period of time, no more than a month or the expiry of any pre-payments on the account by the deceased, whichever is the longer. The units can be transferred into the new persons name if they need to stay in storage. In this case a new agreement should be signed and the new person will be responsible for all payments on the account.

20.2.4. Account

The cost of storage may continue to accrue against the estate of the deceased Storer. Invoices can be sent to the executor/administrator of the estate. If the bill is not paid, the right of sale is available to the Facility. Note that caution should be exercised when selling up a deceased's estate. Occasionally bills will be outstanding until such time as the executor/administrator has been appointed and can deal with the estate. A more lengthy enforcement period is prudent.

21. Police, Trading Standards or other Authorities **Requiring Access to a Space**

21.1. Trading Standards

Police and most other authorities may only access a Space where they have a warrant addressed to the Storer, or they are enforcing a power granted to them under legislation. The exception to this is Trading Standards officers, who have the right to enter any commercial building at any reasonable time. They do not require a specific warrant or court order and can enter any self storage unit under their general access provisions, but they do need to show you proof of who they are.

If Trading Standards request access to one of your units, you should take a copy of their identification, or copy down the details of the officer. You can provide them with the means to access the unit within the Facility, but the Trading Standards officer should be the one to break the lock, or otherwise force access to the unit if you don't hold the key. After they have finished their business inside the unit, you should remind them that it is their responsibility to re-secure the unit if they have broken the lock. If they choose not to re-secure the unit, then you should not attach your own padlock or re-secure the unit. You should contact the Storer and advise them that Trading Standards have accessed their Space and that they should come down and re-secure their unit. Remember if you place your own lock back on the unit, then you become a bailee and are liable to protect the contents of that unit. Given that Trading Standards have just been inside the unit and you have no idea what they have done, or taken, or why they were investigating in the first place, it may not be a wise business decision to take on responsibility for the contents of that unit. Better to leave the issue between Trading Standards and the Storer concerned.

21.2. Access to Your Records or Information You Hold

A demand for access to your records is a demand for access to information within your control. Any legal demand for access to your records, or information held by you, must be complied with. If the demand includes a power to seize or copy documentation, you must comply.

If you receive an official notice or warrant requiring you to produce documents, or grant access to your records by an authority/agency, you should:

- Ensure that the document is addressed to you/your business
- Take a photocopy of the document
- Request evidence of authority to exercise access power (in the case of a verbal request)
- Request proof of identification to exercise power outlined in document (eg. Police badge, ID card)
- Photocopy or take down all details
- In some circumstances you may wish to telephone the authority/agency that the officer is from to confirm identity and power
- Read the document to ensure just what it is that you are required to do/produce. As these are your own records, you have every right to produce them upon legal demand **HOWEVER** check things like: Is the notice addressed to me? Am I required to surrender documents or can copies be made? Must I physically assist in the search?
- Cooperate! Authorities and agencies that have the right to access records are also equipped with strong powers in the event that you hinder an investigation.

Note that a request (as distinct from a demand) for information from a police officer or other authority need not be complied with. If the Storer has signed the Standard Storage Agreement you are free to release information to the Authorities on request if you wish, as the Data Protection clauses allow you to give personal information to the Authorities. We encourage all members to comply with such requests as these may ultimately lead to the removal of a criminal element from your business.

21.3. Access to a Storer's Space.

Police and other authorities other than Trading Standards may only access a Space where they have a warrant addressed to the Storer, not the self storage business. They may also be enforcing a power granted to them under legislation (they will give you identification in this situation). In these circumstances it is the Authority who will access the Space by cutting the lock, and **not** you the Facility Owner. However, if you have a key to that unit, the Authorities may force you to open the unit for them as you have control over the space. If you have a key, then the warrant could be made out to the business or business owner rather than the Storer.

The exception to this is Trading Standards officers who have the right to enter any commercial building at any reasonable time. They do not require a specific warrant or court order and can enter any self storage unit under their general access provisions, but they do need to show you proof of who they are. Once again it is up to the Trading Standards officers to actually enter the unit using whatever means they see necessary. You may lend them bolt cutters or some other means of forcibly gaining entry, but the action should be taken by the Trading Standard officers not staff of the self storage business.

Remember, the Standard Self Storage Agreement does not give you authority to access or grant access to the Storer's Space, nor does it allow you to deny access to the Storer upon the request of an authority, lawyer, ex-partner or any other person, unless you are holding keys or operating a Storage Room where you are deemed to be in possession of the Storer's goods.

21.4. When in Doubt

There are many agencies and authorities which have the power to investigate matters using search and/or seize powers. The manner in which these powers are executed varies depending upon the agency or authority employing the power. The documentation you are presented with should set out in detail just what it is the authority/agency is entitled to do, what it is that you, as the person on whom the legal request is served, must do to comply, and what will happen if you do not.

As there are so many government bodies that could seek to access a Storer's Space, and the methods employed to do so vary, it is impossible to cover all scenarios in detail in this MAP. If you are at all in doubt as to the legality of a request of this nature which is made on your facility, you should contact your solicitor or the Association. This is the best course of action.

The key is to read the document carefully, do as it says and make a file note keeping an accurate record of any demands.

21.5. Summary

- You have the right under the Standard Storage Agreement to give out a Storer's personal information to the police if they ask for it without a formal warrant. We suggest you get such requests in writing.
- Trading Standards have the right to enter any unit or view any Storer's information during normal business hours without a formal or specific warrant.

- The police will require a warrant made out to the Storer to access a unit, unless it is Managed Storage where the warrant can be made out to the business.
- You should not physically break the lock on behalf of the Authorities, you can give them the tools to break the lock but they should physically gain access.
- It is the Authorities' responsibility to re-secure the unit. If they fail to do so you should inform the Storer.
- If in doubt contact the Association for guidance.

22. Storers' Goods Insurance

Arranging the correct Insurance cover for your business is essential to ensure both your own and your Storers' assets are fully protected. As well as arranging cover for your own property, liabilities and business interruption needs as an SSA member you must also ensure that your Storers have adequate insurance to cover their goods while in storage. The SSA UK Members Standard states that all members must ensure their Storers have insurance for their goods, and the Standard Self Storage Agreement has a provision for the offering of such insurance by the operator.

There are a number of reasons that Storers insurance is part of the industry standard. Firstly operators will have peace of mind that their business is protected against claims made for these goods.. If an Operator is unfortunate enough to have an incident at their self storage business, where goods are damaged or lost, this may be a stressful and difficult time, and with other numerous issues to action, knowing that the Storers' goods are protected correctly removes a major hurdle in ensuring the business isn't affected further. Disasters and interruptions to your business can happen and are often outside of your control. Storers will be upset about the loss of their goods and looking for someone to talk to and possibly blame. If their goods are insured then at least they will have the knowledge that despite the damage they will receive adequate compensation for the loss of their goods. Major self storage incidents both in the UK and abroad have shown us that Storers without insurance can also get extensive media coverage, often with a sympathetic approach to the "poor Storer that lost all their goods". This places a negative perception not just on the operator concerned but the industry as a whole and can attract unwanted attention by the regulators looking to "fix the problem" through industry regulation.

You should ensure that all your Storers have suitable insurance coverage for their goods either through their own provider or by offering the service yourself. Most self storage businesses in the UK choose to offer specialized self storage Storers goods insurance to their Storers. You can arrange a policy with a specialist broker that will cover all your Storers' under one policy and you can then charge your Storers for this protection. This not only provides additional revenue to the self storage business, but allows you to keep an eye on the total value at risk at your premises. What is equally important is that in the event of a major interruption if you have arranged one policy to cover all your Storers then you will have only one claim with insurers and this will save you substantial administration and stress. If you talk to any Facility Owner who has been unfortunate enough to suffer an incident which has resulted in several units and their contents being damaged, they will tell you the huge benefit of having an insurance provider who knows the industry and is on hand to deal with Storers' claims. This allows the business owner to concentrate on other pressing issues to keep their business running.

22.1. Ensuring Storers Declare the Correct Value of Their Goods

If you have chosen to arrange insurance with a specialist broker it is essential to further reduce any possible issues in the event of a claim by ensuring that your Storers have declared the correct value to you when moving in.

The basis of settlement under these policies can either be on an “indemnity” or “new for old” basis, however most Operators provide cover on a “new for old” basis as this allows them to compete with household policies where “new for old” cover is standard. “Indemnity” means that you leave the claimant in the same financial position that they were in prior to the loss. This means that if a Storer was storing second hand goods then they would receive a settlement based on the value of the goods at the time taking into account age, wear and tear and depreciation. A “New for Old” basis of settlement would provide your Storers with new replacement items for their used items if they could not be repaired. This is obviously a significant advantage to them in the event of a total loss.

In this respect when you ask Storers for the value of their goods it is essential that they value their goods on the correct basis and your sales staff are able to explain the difference. Therefore if you choose to offer “new for old” protection your Storers must value their goods if they needed to purchase them today.

Storers can undervalue their goods for a variety of reasons. Many do not really know the true replacement value of their goods, having not purchased them recently. Others may consider that a certain amount is all they would want from a claim, regardless of the goods actual value and this may in turn reduce the cost of their insurance. It is therefore very important both you and your Storers understand the average (or under-insurance) clause.

This clause is noted in the insurance documentation that you must provide your Storers, however it is useful to also specifically highlight this at your trade counters and when securing the value of the goods. The average clause states that if at the point of a claim it is discovered that the goods are worth more than was declared (and therefore the correct cover was not arranged) the claimant will not receive a full settlement.

For example if a Storer declares the value of their goods is £10,000 and they are actually worth £20,000 and they then have a claim for £1,000 of these goods, they will only have paid for 50% of the required insurance protection so the value of the settlement will also only be 50%. They will therefore receive a settlement to the value of £500 (before any excess is applied).

Because the Standard Storage Agreement requires that the Storer declares the value of the goods in storage for insurance purposes it is good practice to have your Storers complete this before they discuss insurance and costs, so that they have a more accurate value that is not “tainted” by the cost of the insurance. They must also declare the value of all the goods in store and not just selected items.

If Storers are storing archive records, the value to your Storer is the information contained on the paper documents and insurance is available for the costs to recreate, rewrite or reconstitute the records. Normally, you would ask the Storer to calculate a value per box of archive material and record this as part of your agreement, e.g. 100 boxes of archive @ £250 per box to recreate = £25,000. Remember that, in the event of a claim, the Storer would need to substantiate the value given per box. You can charge rates you feel appropriate for this cover, bearing in mind this is a cost to your business like many others.

It is the Storer’s responsibility to update the Operator if the value of their goods changes at any time. Once Storers are in store, Operators are not always keen to contact their Storers, however it may be useful to

remind Storers when communicating with them on other matters to consider if the value of their goods has changed and update their insurance cover accordingly.

22.2. Including Insurance with the Storage Fee

Some Operators set minimum values per unit size in an effort to compensate for under-insurance. Also including this value of insurance cover in the storage fees may seem like an effective way of making sure all your Storers have insurance.

Historically the inclusion of £2,000 of cover has been perceived as a good marketing tool and can guide the Storer to the need to buy cover for an appropriate sum and for the necessary range of risks. To this extent it works well, with Storers having the option of increasing their insurance coverage if they wish. The only problem with this approach is that more often than not Storers will take the minimum coverage without considering the true value of their goods, on the assumption that this is the value of a “normal unit”. Some Storers, especially first time users of self storage facilities, offered £2,000 of cover “as standard” may perceive that figure to be what a typical Storer actually needs. This is on the basis a Storer expects the Operator to naturally have experience of the business.

There is no average or normal value of goods in a certain unit size as it varies considerably from one Storer to another. So, while this approach will ensure your Storers are insured, it is also likely to increase the level of under-insurance within your Facility.

If you are offering a minimum level of insurance with every unit, this level should increase as the unit size increases and you need to ensure the staff selling the units are doing the best they can to ascertain the value of the goods in the unit and increasing the coverage where appropriate.

22.3. Using Storers’ Existing Insurance Policies

It is not uncommon for business Storers to have insurance policies that cover their goods while they are in storage, however it is very uncommon for residential Storers to have a household goods policy that covers their goods while in self storage.

Some household policies will cover goods in storage for a brief period of time and often under certain conditions, such as while in transit to a new property. In most cases this is an extension of the existing household policy and will only cover up to a certain value of goods and for a set period of time. Also, household policies usually don’t cover the same level of perils as a self storage policy cover. In many household policies, goods in storage are not covered at all. Many Storers do not realise this and may be refusing insurance as they think they are already covered. If they check their policy, they will probably find out they are not covered as adequately as they thought.

If Storers state that they have their own cover then an Operator should request proof of this cover and specifically be in sight of the following information:

- The policy is in date (and record the renewal date so that the Operator can follow up at renewal to confirm the cover is still in place)
- The perils listed on the document are the same as that offered under the Operator’s policy
- The name of the Insurer
- The Storer is the Insured entity.
- The address of the Operator’s facility is noted on the documentation or at least “any other unspecified location”

22.4. The Process of Selling Insurance to Your Storers

Providing your Storers with adequate protection is an important part of any self storage operation. It is important however that the process of any “sale” is correctly administered.

A Specialist broker should provide key staff with some basic training on how to administer the policy correctly. It is essential however that sales staff do not provide “advice” on the protection that they are offering, but instead provide the information to their Storers to allow them to make an informed decision. Unless Operators are regulated by the Financial Conduct Authority (FCA) they cannot provide direct advice and any advice on the policy specifics should come directly from the Broker.

Saying this, there are some key elements when making the “sale” which are as follows:

1. Don’t talk about the costs of the insurance until you have secured the value of the goods first.
2. Be able to explain the difference between “New for Old” and “Indemnity”.
3. Explain the benefits of taking the operators’ cover (Storer not claiming under their own policy and affecting their own claims record, low excess, etc.)
4. Explain that despite the “modern facility with excellent security measures”, things do happen outside of an operator’s control (such as natural disasters) and that an Operator wants their goods to be protected.
5. Have a sliding scale for charges – the higher the value the lower the rate per £1,000 e.g. £8 per month for £2000 coverage, £16 per month for £5,000 and so on. An Operator is more likely to secure an accurate figure using this method than a fixed rate regardless of the value, where the insurance charges then become prohibitive for higher values.
6. Further highlight, by way of a poster in reception, or an additional hand-out to your Storage Agreement, what the average clause means and a financial example in terms of under-insurance.
7. Avoid setting minimum values per unit. More often than not, this leads to Storers choosing these levels over their actual values. Where you think Storers are looking to save costs on the insurance by under-insuring, only at this point should an operator suggest the normal insured value for a particular unit size.

22.5. IPT and VAT on Storer’s Goods Insurance.

The on-selling of insurance to your Storers does have tax implications. Exactly what they are depends on how your self storage business sells the insurance and the way in which the insurance policy is set up with your insurance provider. It is important that you understand your tax liability in relation to Storers’ goods insurance, as some operators in the past have locked horns with HMRC in this area. There are two taxes that need to be considered, VAT and IPT. VAT is the standard 20% applied to most products and services in the UK. IPT, Insurance Premium Tax, is a separate tax that is applied to most, non-life, insurance premiums instead of VAT. The IPT tax rate has been varied by the government on numerous occasions. At the time of writing this document it is 10% and will increase to 12% on 1 July 2017.

22.5.1. Option 1 – Including Insurance as Part of the Storage Fee

If your storage fee includes a level of insurance provided to all Storers and this fee is not separated in any way on the invoice, then VAT would apply to the insurance charge, as it does for the storage fees, as it is

not considered a separate and optional insurance transaction. Even if the level or cost of insurance varies between Storers depending on the size of their unit or individual requirements, if the insurance charge is wrapped up with the storage fee then 20% VAT will apply to the entire transaction. IPT will only apply to the premium you pay to your insurer and will not apply to any additional insurance charge you make to the Storer, as it does not form part of the premium for IPT purposes. The insurance charge is deemed to be part of the storage charge, is not shown separately and is therefore subject to VAT. There may be an argument that if you make insurance mandatory for all Storers, then it is no longer “separate and optional”, therefore VAT would apply, even if the insurance premium is itemised on the invoice or contract. You should consider this if you make the purchase of insurance through your business mandatory for all your Storers, or include a base level of insurance with your storage fees.

22.5.2. Option 2 – You Charge a Separate Insurance Premium to your Storers

This is probably the most common approach within self storage in the UK. The self storage operator negotiates a package with their insurance provider that they can then offer to their Storers. What they charge their Storers may include a profit margin for the operator, but it is still classified as insurance premium and an optional purchase by the Storer. This is defined by the wording in the documentation provided to the Storer and the invoice. If the Storer is paying an insurance premium, then the total amount they pay is subject to IPT. VAT will not apply as optional insurance fees and premiums are exempt from VAT. IPT is only charged once on each premium, so it must be applied to the full charge the Storer pays. The premium that is due to the insurer, plus any additional amounts charged (e.g. costs of administration, commission paid to intermediaries) forms the gross premium due under the Contract of Insurance on which IPT must be accounted for by the insurer. Usually your insurance provider will work all this out for you based on how much insurance you sell, what you charge the Storer and what you paid for the insurance. The important thing to remember is that you must ensure that the insurer is notified of the full amount paid by the Storer for the insurance (including IPT) as it is the Insurer’s responsibility to calculate and report to HMRC the correct amount of IPT payable.

22.5.3. Option 3 – You Charge a Fee for Facilitating Insurance Between your Storer and Insurance Provider

This arrangement is similar to option 2 with a couple of key differences. Here an Open Cover Policy is arranged by the Self Storage Operator with their insurance provider for a certain value of goods in storage. The insurer will charge a premium for this cover which attracts IPT. The operator then charges a separate fee to their Storers for arranging insurance for them. The key point here is that this is a fee for organising insurance on behalf of the Storer and does not form part of the gross premium for IPT purposes. It is referred to as a fee in all documentation with the Storer, including the invoice and Agreement. The VAT rules exempt all insurance premiums and fees from VAT whenever the insurance is a separate and optional service. So, provided that the insurance fee facilitation fee is not included as part of the storage fee then VAT will not apply to the insurance facilitation fee regardless of the type of Storer. This means that potentially Storers could be charged a fee for arranging insurance for their goods that attracts neither IPT nor VAT.

It is likely, however, that these fees may be subject to the position set out in HMRC Guidance [IPT05180 - Calculating the value of the premium: separate contracts: the anti-avoidance provision](#). See also the IPT 1 IPT Public Notice paragraph 3.2.6. This guidance states that when a fee is being charged for arranging insurance that meets certain criteria **then that fee will be subject to IPT** and must be reported to the insurer so that IPT can be accounted for on it.

These rules only apply when the policyholder is a private individual and not a business, but that may not always be easy to determine. It may sound clear, but for example, does this include a sole trader that is not registered for VAT? What about a private individual who is actually storing goods for their business, or more likely someone who has taken a unit out in a business name, but is using it to store personal goods? There is also the issue of who signs the contract. Often a business name is included on the contract

but an individual signs it. What checks has the self storage business completed to ensure this person has the authority to sign a contract on behalf of the business and is not essentially acting as a private individual? You also need to be very clear in all documentation that this is a fee for organising insurance and not a premium. There can be no mention of charging a premium in any documentation to the Storer.

If members are using this option then we strongly encourage them to apply the IPT to all Storers, given the possibility that the anti-avoidance provisions may apply and also the lack of clarity in relation to private individuals. The premium splitting advice that is being relied on here was not drafted with self storage specifically in mind, it has merely caught the procedures of some self storage businesses within its scope.

22.5.4. Option 4 – The Self Storage Business Uses a Third Party Provider for Insurance and Does Not Collect Fees or Premiums

In this situation the self storage operator uses a 3rd party insurance provider to directly liaise with the Storer to organise the insurance. In this case the 3rd party provider will most likely charge the Storer IPT, but as the self storage business is not involved in the transaction it does not affect them. The self storage operator does not add a margin or fee on this transaction, so limiting their ability to earn extra revenue through the process.

22.5.5. VAT Input Credit Implications

There are also broader tax implications on your business if you are not charging VAT on your insurance sales. Very simply speaking, you can only claim a percentage of your VAT input credits based on the percentage of your sales that have VAT applied to them. This is the Partial Exemption Rule that applies to VAT claims. So, if you are not charging VAT on your insurance, but are charging VAT on all your other products and services, it is likely that you will not be able to claim 100% of your input VAT credits. The amount you can claim will be reduced based on the portion of your sales taken up by insurance that had no VAT applied. You need to make sure your accountant is applying the partial exemption calculation to your VAT input credits if you are not charging VAT on insurance sales.

We encourage all members to discuss the issue of IPT and VAT with their Insurers and their accountants, or an independent tax expert. The issue can be complicated and you need to ensure you are following the correct procedures and paying the correct tax, rather than finding out you have a significant outstanding tax liability following an investigation by HMRC.

22.6. Summary

- As an SSA member you should ensure that your Storers have insurance cover for their goods should they wish to store in your facility. It is also in your best interests to ensure that cover is in place for all parties.
- Make sure that Storers declare the true replacement value of their goods and understand the impact of under insurance
- Most household insurance policies do not cover goods while in self storage or if they do they do not provide the same wide protection.
- If you include a level of insurance with your storage fee, make sure that this covers the value of the Storer's goods and they do not need to extend that minimum cover
- If you provide the protection via a policy arranged with Insurers ensure you are including the appropriate level of VAT or IPT in the rate.

23. Handling Information

23.1. The Data Protection Act

Through the process of signing up a new Storer, information is obtained about that person. Some of this information is considered ‘personal’. Management of personal data is regulated by the Data Protection legislation. This was shaken up considerably in 2018 by the General Data protection regulation that came out of the EU but which remains unaffected by Brexit .

The Data Protection legislation controls how an individual’s personal information is used by organisations, businesses or the government. Everyone responsible for using data has to follow strict rules called ‘data protection principles’. They must make sure the information is:

- used fairly and lawfully
- used for limited, specifically stated purposes
- used in a way that is adequate, relevant and not excessive
- accurate
- kept for no longer than is absolutely necessary
- handled according to people’s data protection rights
- kept safe and secure
- not transferred outside the European Economic Area without adequate protection

Part of the Data Protection legislation states that a business must not only protect this data, but also declare to the person from whom the data has been taken exactly how it could be used and who it could be shared with.

23.2. What data are you storing?

All businesses need to audit the personal data they use. They need to maintain a schedule of what data is collected, from who, how it is collected, who it is shared with. Once this has been compiled, it must be updated if anything changes or you start doing something new.

23.3. Privacy Notices

You need to have privacy notices in place at all collection points, so at the Facility for sign-up and CCTV, on your website for enquiries or sign-up online, by recorded message if you collect information by phone, by link from your emails, on social media and on job applications. These inform people you deal with (potential/actual customers, employees, potential recruits etc) of what data is collected, how it is collected, who it is shared with, what you use it for, what legal reason allows you to use it and the individual’s rights in relation to that data.

A template Privacy Notice is available in the members’ section of the SSA UK website. You will need to fill in the sections highlighted in yellow and make sure that it covers all the personal data you collect and everything you do it. For example, the template allows the business to share personal information with credit reference or fraud prevention agencies and law enforcement agencies. It also provides for the transfer of this information to any prospective purchaser of the business and any future purchaser.. It also allows for the sharing of Storer’s information with the SSA UK for purposes of market analysis. The Privacy Notice also reinforces that, as required by the legislation, individuals have the right to request a copy of the information that business holds on them. You may need to consider whether you want to include use for identity checks and collection of social media data for use in debt collection.

23.4. How You Store Data

How information is stored varies from Facility to Facility, and it is something which must be addressed individually. For example, one Facility may store all information on a password locked computer system only accessible by the manager, whilst another may store information in hard form in a filing cabinet. However you store your Storer's information it is essential that it is secure and not accessible by anyone who does not need to have access to it for the purpose of operating your business. This means files should not be left around for cleaning staff, or other contractors to see. It also means that computers and other sources of electronic data should have adequate levels of password protection and security control. This is particularly important if you are backing up, or otherwise keeping copies of Storer's data in the Cloud, or other online repositories. Any staff member who takes personal data from a Storer should be familiar with how that data will be used and stored, as they could be asked this by a potential or existing Storer. You are also not allowed to pass on Storer's information to any third party for any reason not covered by the Standard Storage Agreement. This means you cannot give Storer's information to third party marketing companies or other contractors, unless they are using it for a function directly related to the operation of your business and the data will be destroyed when this function is complete.

If your business suffers a data breach, then you are obliged to report this to the Information Commissioner's Office and, in certain circumstances, to the people whose data has been affected. You need to have a process for this built into your disaster recovery plan. There can be hefty fines if you don't do this properly.

23.5. Request for Information About a Storer

Facilities often receive requests from individuals or agencies inquiring whether or not a person is storing with them, or details regarding that person. If you are using the SSA UK Standard Storage Agreement, you may release any information you have to any Authorities that make a formal legal demand. Note that this relates to personal information such as their contact details, how often they access the unit, which unit number they have and so on, but it does not authorise the Authorities to access the unit or its contents. Alternate contacts, family members or anyone else that is not a signatory on the Agreement cannot have access to personal information you may have on a Storer.

You need to be familiar with individual's rights to request copies of the data you store about them "Subject access requests" and their rights in relation to their data generally, such as the right to have their data corrected or erased and the right to object to processing in certain circumstances. There are timeframes for responding to these requests.

23.6. Impact assessments

It is important to ensure that, if you are thinking of using personal data for a new purpose (e.g. using social media tracing in debt collection), you consider the full process to ensure that privacy risks are minimised as far as possible. Under the data protection legislation, businesses must carry out a privacy impact assessment where the processing is likely to result in a high risk to data subjects, particularly if there is any use of systematic and extensive automated processing (for example regularly trying to email match a full customer database). A lighter touch assessment is still useful where the processing does not quite meet that bar. Carrying out this sort of assessment will help the data controller identify where the privacy risks in the proposed process lie, and what safeguards it can put in place to mitigate against them.

23.7. Summary

- You are obliged to protect the personal information of your Storers, both physically and electronically
- Make sure only people that can access this information have a need to do so
- Dispose or delete Storers' information when you no longer need it
- Make sure your privacy notices are displayed in all the places you collect personal data and that they are kept up to date
- Carry out a privacy impact assessment if you are considering using personal data for a new purpose

24. Protecting Credit Card Details

Self storage operators often keep Storers' credit card details in order to facilitate monthly payments without the Storer being present. Unfortunately, in doing so, sometimes people are breaching industry credit card standards, known as PCI DSS (Payment Card Industry Data Security Standards).

The PCI DSS are developed and maintained by the PCI Security Standards Council. This council was formed by the 5 major global payment brands, American Express, Discover Financial Services, JCB International, MasterCard, and Visa Inc. in 2006. It is essentially a way for the companies whose business is maintaining the security of credit cards to have a global standard for the protection of credit card data. A standard that is controlled by the payment brands. It should be noted that this is an industry standard, and it is not a legislative document in the UK or Europe.

The current PCI DSS (V3) has 12 main elements. To further complicate matters there are 4 compliance levels for merchants based on your volume of transactions, from level 4, under 20,000 transactions per annum to level 1, over 6M transactions per annum. The 12 elements of the standard are:

1. Install and maintain a firewall configuration to protect cardholder data
2. Do not use vendor-supplied defaults for system passwords and other security
3. Protect stored cardholder data
4. Encrypt transmission of cardholder data across open, public networks
5. Protect all systems against malware and regularly update anti-virus software or programs
6. Develop and maintain secure systems and applications
7. Restrict access to cardholder data by business need to know
8. Identify and authenticate access to system components
9. Restrict physical access to cardholder data
10. Track and monitor all access to network resources and cardholder data
11. Regularly test security systems and processes
12. Maintain a policy that addresses information security for all personnel

As you can see, much of this is focused on online payments. Any reputable payment gateway provider should comply with the level one compliance standard, which means if you are using such providers then online transactions made through your website should comply with PCI NSS. However, the onus is still on you to ensure your payment gateway does comply, so you should get this confirmation in writing and have it re-affirmed every time the standards are updated.

By using an online payment gateway on your website, you should never have access to any credit card details from Storers. These should all be handled by the gateway, passed onto your bank and then you just see the money in your account along with the personal details of the payee.

If you process credit cards through an eftpos machine, or an online banking function where you enter the card details manually, or by swiping a card or chip then you are taking on the onus of the PCI DSS and need to ensure that you are protecting and then correctly disposing of this data.

Many of the elements of the standard are relatively easy to comply with, and also protect the other electronic data your business stores. Using a firewall, virus and malware protection and changing factory default passwords are basic business practices that all small businesses should be following. The challenge arises in regard to the storing of cardholder data and who has access to this data.

24.1. Protecting Stored Cardholder Data and CVC Numbers

Section 3 of the PCI DSS deals with how businesses can store credit card details. Firstly, it says that no credit card data should be retained longer than is required for legal, regulatory, or business requirements. This means that once a Storer has left your storage business and their account has been reconciled, all copies of their credit card details, including electronic copies, should be securely destroyed. Securely removing electronic data usually means more than just deleting it, but ensuring it has been removed from the computer or software management system entirely and not retained in a temporary status or backup partition.

Furthermore, the standard states the only data you can keep after a transaction has been authorised is the primary account number or PAN (rendered unreadable), expiration date, cardholder name, and service code. **You cannot store the 3 digit CVC number** from the back of the card after the transaction has been authorised under any conditions, even if it is encrypted or stored securely. The purpose of this number is to authorise a “card not present” transaction, it is not designed to be stored or retained by the merchant for the purpose of completing the transaction and not used for future transactions. You cannot keep a copy of the CVC number in any form or any medium, including in your management software. You must ensure that all the credit card data you do keep is stored securely. This means that electronic data must be encrypted and password protected. Storing credit card data on excel spreadsheets or other similar means is not compliant even if the computer or spreadsheet is password protected. Hard copies of credit card information must be stored in secure cabinets with access by authorised personnel only. The standard also mentions that CCTV should be present on such storage locations with a minimum retention of footage for 3 months. In short, you must be able to guarantee that no one can gain access to this data without you being aware of it and being able to identify them.

The challenge for the self storage industry is that often operators retain credit card details for Storers so that they can process ongoing payments for them. That is, taking out their storage fees each month when their bill comes due. This is fine if the details are stored in compliance with the standard, however often operators are keeping the CVC number so they can process the card as not present through their eftpos machine or online banking system. This does not comply with the standard. You cannot keep the CVC number under any circumstances once the transaction is completed.

The solution is to use a third party provider that can store the credit card details, without the CVC number, and process the payments for you automatically. There are a range of companies that provide this service. Many offer a virtual terminal which allows for recurring payments via their scheduled pay system. There are costs associated with these kinds of services, however they also reduce the administrative burden on your business, as there is no need to enter payment details in every month.

Alternatively, you could encourage Storers to use a direct debit arrangement where the money is taken automatically out of their chosen bank account. This solution will often be more cost effective as there are usually less bank fees associated with direct debit transactions than there is for credit card payments. Many self storage operators are now actively encouraging Storers to use direct debit and in some cases have over 80% of their Storers on this payment method.

24.2. Implications for Breaching PCI DSS

As mentioned at the start of this section, the PCI DSS is an industry standard and it is not legislation as such. It is enforced by the banks and the card providers. You will find that, when you sign up for any banking system that allows you to take payment by credit card, you must agree to comply with the PCI DSS and any subsequent amendments to the standard. If you process a significantly large amount of transactions, then the bank or payment gateway may also require you to have an external audit completed on your business to ensure you are complying with the standard.

You could, of course, choose not to comply with the PCI DSS and this would be one of the many business decisions you make based on the risks and benefits to your business. In order to make this decision, however, you should fully understand the risks to your business.

If a Storer claims that you have taken an unauthorised payment from their account and your provider finds out that you have been storing CVC numbers, or are in breach of the code in some other way, then they may reclaim this payment, all payments made against that card, and in fact all payments made using CVC numbers that should not have been kept. This means you would then need to chase up these Storers to repay their bills, including those that may no longer be storing with you. The provider may also choose to recall your payment service so you can no longer accept payments by credit card. This could happen even if the payments you were taking out were correct and in line with the Storage Agreement. Merely having a Storer complain could trigger an audit of your systems and non-compliance with the standard would be a breach of your terms and allow for the bank to take appropriate action.

In the most extreme circumstance, if it were found that you had not complied with the standard and that a card had been used fraudulently as a result, then it is possible that you could be sought by the relevant parties to cover compensation for this loss.

There is also the Data Protection Act in the UK. While this Act does not specifically refer to the PCI DSS, it does state that businesses must protect personal information provided to them by Storers. It may be argued that non-compliance with a global industry standard such as the PCI DSS would be in breach of this Act.

24.3. Summary

- You cannot store 3 digit CVC credit or debit card numbers at all
- You should securely dispose of all payment card information as soon as it is no longer needed
- Consider using an online payment gateway for regular or periodic card payments

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25. Appendix

25.1. Disaster Prevention and Recovery Guide

Business interruption and/or disasters are unpredictable and often unimaginable. They can occur as a result of acts of nature; vexatious or accidental acts from person(s); or your business can simply fall victim to an unintentional incident resulting in loss and or business interruption. The consequences vary depending on the effects of the disaster and can range from total to partial loss of Storers, reputation, market share, location, vital records, income, staff and equipment.

Yes, disasters or catastrophes do happen and their impact on an unprepared business can be horrendous!

Insurance is essential, but does not solve everything. Nor does the claim cheque arrive immediately. You need to stay operational to continue doing business, to create profit and confidence and show banks and Storers you are not down and out.

In this Guide, we suggest that with a little planning and prevention, your self storage business can achieve peace of mind and security from this.

This guide can be downloaded from the SSA UK website at www.ssauk.com

25.2. Standard Agreement and Addendums

Following is the :

- Standard storage agreement (2021);
- Managed Storage Addendum (2016); and
- Storage Room Agreement (2016)

Agreement Number:

Logo suggestion place

Customer: RES – BUS - NP

STANDARD SELF STORAGE LICENCE AGREEMENT

FACILITY OWNER (FO):company name..... of.....registered address.....

Company number:..... **VAT Registration number:**.....

YOUR DETAILS		Company Name:		Number:		<input type="checkbox"/> I.D. Copied	
Ms/Mrs/Mr:		First Name:		Surname:			
Home/Business Address:				Postcode:			
Postal Address:				Postcode:			
Phone Numbers:		Mobile:		Email:			
Vehicle Details: Make:		Reg No:		Colour:			
<p>I consent to receiving notifications from this Facility by SMS to the mobile no above <input type="checkbox"/> Yes, I consent to SMS notification</p> <p>I prefer to receive all correspondence from this Facility by email rather than traditional mail. <input type="checkbox"/> Yes, I prefer email.</p> <p>It is Your obligation to update Your email address when necessary.</p>							
<p>Alternate Contact Person (ACP): -</p> <p>For contacting regarding accounts and other matters if You are not contactable – Not for access to unit</p>							
Ms/Mrs/Mr		First Name:		Surname:			
Home/Business Address:				Postcode:			
Phone Numbers:		Mobile:		Email:			
<p>Please advise us immediately if Your address or contact details or those of Your alternate contact person change</p> <p>Cross this box if You CONSENT to being contacted by FO for feedback after this Agreement expires (see Condition 34) <input type="checkbox"/></p> <p>Note: You can withdraw Your consent or change Your contact preferences at any time by contacting Us – please see Our PRIVACY NOTICE on Our website for more details</p>							
STORAGE DETAILS		Unit number		Replacement Value as new of Goods: £			
Storage Period begins on		and runs for a period of 28 days/ a calendar month, then extends automatically for periods of the same length until ... days' notice is given by either party or it ends for another reason (see condition 38).					
<p>You can cancel the contract within 14 days from signing up (cooling-off period). If You cancel during this period a refund will be provided based on the length of storage You have taken prior to cancelling.</p>							
<p>Note – Unit sizes are approximate so the size of Your unit may vary slightly from the description. If You have exact requirements, check with the Facility before signing this Agreement. When You sign, You agree to the actual size of the unit You use and not any represented unit size.</p>							
STORAGE COSTS				MAIN POINTS (SEE OVER)			
Deposit: £				<ul style="list-style-type: none"> You own or are authorised to store the Goods. Storage fees must be paid in advance and on time. If You do not comply with the conditions of this Agreement FO will have certain rights which include keeping Your Deposit and the right to seize the Goods in storage and sell or dispose of them. You must secure the Unit. You must not store dangerous, illegal, stolen, perishable, environmentally harmful or explosive goods subject to clause 18. You must check the Unit is suitable for storing the Goods. FO's liability for loss of and damage to Goods is limited to £100. FO is not liable to You for events outside its control. Goods are stored at Your sole risk and must be insured. Where offered the FO does not give any advice as to the suitability or otherwise of the insurance cover. FO may use and share Your personal and other data in certain circumstances. Any special terms have been written down on this Agreement. You must give ... days' notice to terminate this Agreement. 			
Storage: £		plus VAT per week/ fortnight/ calendar month					
Cleaning Fee: £							
Key/fob/card deposit :							
Late Payment Fee: Greater of £10 or 10% of Storage Fee							
<p>PLEASE READ CONDITIONS OVERLEAF CAREFULLY AS BY SIGNING THIS AGREEMENT YOU WILL BE BOUND BY THEM</p> <p>I/We agree to be bound by the Conditions of this Agreement as shown overleaf.</p>				<p>I acknowledge that these main points have been drawn to my/our attention and I have read and understood them</p>			
Customers Signature:							
Date of this Agreement							
Accepted by Facility Owner – Signed for and on behalf of Facility Owner							
Signature:							
Print name:				<p>Customer's Signature: </p>			
All fees and charges in this contract [exclude][include] applicable VAT unless otherwise stated.							
<p>I accept <input type="checkbox"/> or decline <input type="checkbox"/> the offer of insurance of goods stored (Cross out if insurance was not offered)</p>							
Customer's Signature:							
Insurance charges including IPT (if applicable) £							
<p>Insured Contractor Cover – See Clause 44 for details (delete if not applicable)</p>							

CONDITIONS OF AGREEMENT

STORAGE:

1. So long as all fees are paid up to date, You: (a) are licensed to store Goods in the Unit allocated to You by FO from time to time and only in that Unit; (b) are deemed to have knowledge of the Goods in the Unit; and (c) warrant that You are the owner of the Goods in the Unit and/or entitled at law to deal with them in accordance with all aspects of this Agreement as agent for the owner.

2. FO: (a) does not have and will not be deemed to have knowledge of the Goods; (b) is not a bailee, custodian or warehouseman of the Goods and You acknowledge that FO does not take possession of the Goods; and (c) does not grant any lease or tenancy of the Unit.

3. This Agreement will come into existence between FO and You when FO notifies You it has accepted the order by signing the cover sheet. The storage period will begin on the date agreed with You during the order process and set out on the cover sheet.

COST:

4. You must pay the Deposit on signing this Agreement. The Deposit (or the balance of it after any appropriate deductions for unpaid Fees, repairs, cleaning or other charges to put right any breach of this Agreement by You) will be refunded by cheque or electronic transfer within 21 days of termination of this Agreement.

5. You are responsible to pay: (a) the Storage Fee (being the amount set out in the cover sheet or as most recently notified to You by FO). FO will take the first payment on acceptance of Your order and will take subsequent payments in advance on the invoice date for each storage period or other date agreed with You (**Due Date**). It is Your responsibility to see that payment is made directly to FO on time and in full throughout the storage period. You can pay using a debit card or credit card or by direct debit, in which case the designated bank account will be charged automatically on each Due Date. FO does not normally bill for fees but will issue an electronic invoice following payment. Any Storage Fees paid by direct transfer will not be credited to Your account unless You identify the payment clearly and as directed by FO and FO shall have no liability to and shall be indemnified by You if FO takes steps to enforce the Agreement (including the sale of Goods) due to Your failure to identify a payment. FO will not accept that payment has been made until it has received cleared funds; (b) a Late Payment Fee each time a payment is late or cancelled; (c) any costs incurred by the FO in collecting late or unpaid Storage Fees, or in enforcing this Agreement in any way, including but not limited to postal, telephone, unit inventory, debt collection, personnel and/or default action costs and associated legal and professional fees; (d) any government taxes or charges (including any value added tax or insurance premium tax) levied on any supplies made under this Agreement; and (e) the Cleaning Fee or charges for repairs, to be invoiced at FO's discretion as per Condition 20;. Where You have more than one agreement with FO, all will form one account and FO may in its sole discretion apply any payment made by You or on Your behalf on this Agreement against the oldest amount due from You to FO on any agreement in the account. If You make a part payment of any Storage Fees due to FO and FO retains Your part payment, this will not affect FO's ability to take any action against You or to exercise any rights FO has under this Agreement in respect of the Storage Fees which remain outstanding from You. The time period from which FO may take such action will still start from the Due Date when the original Storage Fees were due and the Due Date will not be extended as a result of Your part payment.

DEFAULT – RIGHT TO SELL OR DISPOSE OF GOODS:

6. FO takes the issue of prompt payment seriously and has a right of lien, which is a right to seize and sell or otherwise dispose of some or all of the Goods as security for Your obligation to make payments under this Agreement. If any sum owing to FO and other fees related to it are not paid when due (**Debt**), You authorise FO without further notice to: (a) refuse You and Your Agents access to the Goods, the Unit and the Facility and overlock the Unit until the Debt has been paid in full; (b) enter the Unit and inspect and/or remove the Goods to another unit or site and to charge You for all reasonable costs of doing so on any number of occasions; and (c) 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 to 10. You acknowledge that (a) FO shall be entitled to continue to charge for storage from the date the Debt becomes due until payment is made in full or the Goods are sold or disposed of; (b) FO will sell the Goods as if FO was the owner and will pass all rights of ownership in the Goods to the buyer; and (c) if You do not pay fees on the Due Date, the value of any discounts and special offers (including periods of free storage) which You have received will be payable by You in full.

7. On expiry or termination of this Agreement, if You fail to remove all Goods from the Unit, FO is authorised to treat the Goods as abandoned and may sell or dispose of all Goods by any means in accordance with Conditions 8 to 10. You are liable for Storage Fees for the period from abandonment to the sale or disposal of the Goods together with any costs of disposal (**Debt**).

8. Before FO sells or disposes of the Goods, it will give You notice in writing directing You to pay (if You are in default) or collect the Goods (if they are treated as abandoned). This notice will be sent by registered or recorded delivery to the postal address last notified by You to FO in writing and by email and/or social media. If no address within the UK has been provided, FO will use any land or email address or social media details it holds for You and any ACP. If You fail to pay the Debt and/or collect the Goods (as appropriate) FO will access the Unit and begin the process to sell or dispose of the Goods. You consent to and authorise the sale or disposal of all Goods without further notice regardless of their nature, content or value. FO will sell the Goods for the best price reasonably available in the open market, taking into account the costs of sale. FO may also require payment of default action costs, including any costs associated with accessing the Unit and disposal or sale of the Goods, which shall be added to the Debt.

9. 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, You must pay FO the balance within 7 days of a written demand from FO. FO may take action to recover the balance and any legal and administration costs incurred in doing so. If sale proceeds exceed the amount due from You, FO will hold the balance for You but no interest will be payable on it.

10. If, in the opinion of FO and entirely at FO's discretion, the Goods are either not saleable, fail to sell when offered for sale, or are not of sufficient value to warrant the expense of attempting to sell, You authorise FO to treat the Goods as abandoned and FO may dispose of all Goods by any means at Your cost. FO may dispose of the Goods at FO's discretion in the event that (a) Goods are damaged due to fire, flood or other event that has rendered them, in the opinion of the FO, severely damaged, of no commercial

value, or dangerous to persons or property, or (b) Goods may contain personal data belonging to You or others. FO does not need Your prior approval to take this action but will send Notice to You within 7 days of assessing damaged Goods.

11. Any items left unattended in common areas or outside Your Unit at any time shall be treated as abandoned and may at FO's discretion be moved, sold or disposed of immediately with no liability to FO.

ACCESS:

12. You have the right to access the Unit during Access Hours as posted by FO and subject to the terms of this Agreement. FO will try to provide advance warning of changes to Access Hours by notice at the Facility and/or by SMS or email, but reserves the right to change Access Hours temporarily to other reasonable times without giving prior notice.

13. Only You or others authorised or accompanied by You (**Your Agents**) may access the Unit. You are responsible for and liable to FO and other users of the Facility for Your own actions and those of Your Agents. FO may (but is not obliged to) require proof of identity from You or any other person at any time and, at FO's sole discretion, may refuse access to any person who is unable to produce satisfactory proof.

14. FO may refuse You access to the Unit and/or the Facility where moneys are owing by You to FO, whether or not a formal demand for payment has been made, or if FO considers the safety or security of any person, unit or goods on or at the Facility has been threatened or may be put at risk.

15. You should not leave a key with or permit access to the Unit to any person other than Your own Agent who is responsible to You and subject to Your control. If You do so, it is at Your own risk.

16. You authorise FO and its agents and contractors to enter the Unit in the following circumstances and to break any lock if reasonably necessary to gain entry: (a) on not less than 7 days' notice to inspect or carry out repairs or alterations to the Unit or any other part of the Facility; (b) without prior notice (but with notice as soon as practicable after the event) in the event of an emergency (including for repair or alteration) or to prevent injury or damage to persons or property; (c) if FO believes the Unit is being used to store prohibited goods or for a prohibited purpose; (d) if FO is obliged to do so by law, by the Police, Fire Services, Trading Standards, HM Revenue & Customs, other competent authority or by a Court Order; or (e) to relocate the Goods or exercise FO's lien or power of sale or disposal in accordance with this Agreement.

CONDITIONS:

17. You 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 You are not in the Unit. FO will not be responsible for securing any unlocked Unit. You are not permitted to apply a padlock or other device to the Unit in FO's overlocking position and FO may have any such padlock or device forcefully cut off at Your expense. Where applicable, You will secure the external gates and/or doors of the Facility.

18. You must not store (or allow any other person to store) any of the following in the Unit: (a) food or perishable goods unless securely packed so they are protected from and do not attract vermin; (b) any living creatures; (c) combustible or flammable substances such as gas, paint, petrol, oil, cleaning solvents or compressed gases; (d) firearms, explosives, weapons or ammunition; (e) chemicals, radioactive materials, biological agents, toxic waste, asbestos or other potentially hazardous substances; (f) any item that emits fumes, or odours; (g) any illegal item or substances or goods illegally obtained such as illicit (counterfeit/smuggled) tobacco or alcohol and unlicensed or unsafe goods (such as toys, electrical goods, medicines, aerosols, cosmetics, fireworks); (h) goods which are environmentally harmful or that are a risk to the property of any person; (i) currency, deeds and securities; and (j) items which are unique in nature and/or where the value to You cannot be assessed on a financial basis. You will be liable under Condition 29 for any breach of this Condition 18.

19. You will use the Unit solely for the purpose of storage and shall not (or allow any other person to): (a) use the Unit as offices or living accommodation or as a home, business or mailing address; (b) use or do anything at the Facility or in the Unit which may be a nuisance to FO or any other person (including the escape of any substance or odour from or generation of noise or vibration which may be heard or felt outside the Unit); (c) use or do anything at the Facility or in the Unit which may invalidate or increase premiums under any insurance policies of FO or any other person; (d) paint or make alterations to or attach anything to the internal or external surfaces of the Unit; (e) connect or provide any utilities or services to the Unit unless authorised by FO; (f) cause damage to the Unit or any part of the Facility (which includes by removal, haulage or delivery contractors); or (g) create any obstruction or leave items or refuse in any common space within the Facility.

20. You must maintain the Unit by ensuring it is clean and in good repair. In the event of uncleanliness or damage to the Unit or Facility, FO will be entitled to retain the Deposit, charge a Cleaning Fee, and/or claim full reimbursement from You of the reasonable costs of repairs, replacement, restoration, proper compensation or disposal of refuse.

21. You must (and ensure that Your Agents) use reasonable care on site and have respect for the Facility and other unit users, inform FO of any damage or defect immediately it is discovered and comply with the reasonable directions of FO's employees, agents and contractors and any other regulations or policies for the use, safety and security of the Facility as FO shall issue periodically.

22. This Agreement does not confer on You any right to exclusive possession of the Unit and FO reserves the right to relocate You to another Unit not smaller than the current Unit: (a) by giving 14 days' notice during which You can elect to terminate this Agreement under Condition 37; or (b) on shorter notice if an incident occurs that requires the Unit or section where it is located to be closed or sealed off. In these circumstances, FO will pay Your reasonable costs of removal if approved in writing by FO before removal. If You do not arrange removal by the date specified in FO's notice, then You authorise FO and its agents to enter the Unit and move the Goods as Your agent on Your behalf and at Your risk (except for damage caused wilfully or negligently which is subject to the limitations in Condition 27). Following removal this Agreement will be varied by substitution of the new Unit number but otherwise continues on the same terms at the storage rates in force for the original Unit at the time of the removal.

23. You must ensure the Unit is suitable for the storage of the Goods intended to be stored in it and You are advised to inspect the Unit before storing Goods and periodically during the storage period. FO makes no warranty or representation that any unit is suitable for any particular goods and accepts no liability in this regard. Unit sizes are approximate. If You have exact requirements, You must check with FO before signing this Agreement as, by signing, You agree to the actual size of the Unit and not any represented unit size.

24 FO may refuse storage of any Goods or require You to remove Goods if in FO's opinion storage of such Goods creates a risk to the safety of any person or property.

25 You must give notice to the FO in writing of the change of any contact details on this Agreement for You or the ACP within 48 hours of any change. You agree FO is entitled to discuss any default by You with the ACP registered on the front of this Agreement.

RISK AND RESPONSIBILITY:

26. FO will not be liable for any loss or damages suffered by You as a result of You not being able to access the Facility or the Unit, regardless of the cause.

27. The Goods are stored at Your sole risk and responsibility and You shall be responsible for and bear the risk of any and all theft, damage to, and deterioration of the Goods caused by any reason. FO excludes all liability in respect of (a) loss or damage to Your business, if any, including consequential loss, lost profits or business interruption; (b) loss of or damage to Goods or any claim for return of the Storage Fees except where this results from FO's negligence or breach of contract, in which case FO's liability will be limited to the sum of £100 in total. FO does not exclude liability for physical injury to or the death of any person which is a direct result of negligence or wilful default on the part of FO, its agents and/or employees.

28 Subject to clause 44 if applicable, FO does not insure the Goods and it is a condition of this Agreement that the Goods remain adequately insured at all times for their Replacement Value (as set out on the cover sheet) while they are in storage. You warrant that such cover is in place, will not lapse and that the aggregate value of Goods in the Unit from time to time will not exceed the insured value. FO does not give any advice concerning insurance cover given by any policy and You must make Your own judgment as to adequacy of cover even when arranged by the FO. Inspection of any insurance documents provided by You to demonstrate cover does not mean FO has approved the cover or confirmed it is sufficient.

29. It will be Your responsibility to compensate FO for the full amount of all claims, liabilities, demands, damages, costs and expenses (including any reasonably incurred legal and professional fees) incurred by FO or third parties (**Liabilities**) resulting from or incidental to (a) the use of the Unit (including but not limited to the ownership or storage of Goods in the Unit, the Goods themselves and/or accessing the Facility) or (b) breach of this Agreement by You or any of Your Agents or (c) enforcement terms of this Agreement.

30. You agree to comply with this Agreement and all laws and regulations relevant to the use of the Unit. This includes laws relating to material which is stored and the manner in which it is stored. You will be responsible for all Liabilities resulting from such a breach.

31. If FO has reason to believe that You are not complying with all relevant laws FO may take any action it considers necessary, including, but not limited to, action outlined in Conditions 16 and 37, contacting, cooperating with and/or submitting Goods to relevant authorities, and/or immediately disposing of or removing Goods at Your expense. You agree that FO may take such action at any time even though FO could have acted earlier.

32. FO shall not be considered to be in breach of this Agreement nor liable for any delay in performing or failure to perform any of its obligations under this Agreement or any resulting loss or damage to Goods if such delay, failure, loss or damage results from events, circumstances or causes beyond FO's reasonable control. Such circumstances include (but are not limited to) any Act of God, riot, strike or lock-out, trade dispute or labour disturbance, accident, breakdown of plant or machinery, fire, flood, shortage of labour, materials or transport, electrical power failures, threat of or actual terrorism or environmental or health emergency or hazard or recommended restrictions, or entry into any unit including the Unit or the Facility by, or arrest or seizure or confiscation of Goods by, competent authorities. If this happens, FO will not be responsible for failing to allow access to the Goods, Unit and/or the Facility for so long as the circumstances continue. FO will try to minimise any effects arising from such circumstances.

PERSONAL INFORMATION

33. FO collects information about You and any ACP on registration and whilst this Agreement continues, including personal data (**Data**). FO processes Data in accordance with the General Data Protection Regulation and all associated laws. Details on how FO uses Data and Your rights in relation to Data are set out in FO's Privacy Notice which can be viewed on its website at [\[INSERT LINK\]](#). You confirm any ACP has consented to You supplying Data to FO on these terms.

34. If You give consent, FO will use Data for feedback purposes, including to provide information on products or services provided by FO in response to requests from You or if FO believes they may be of interest. Your choice with regard to the relevant use of Data is indicated in the cover sheet and can be changed at any time by contacting FO.

COMMUNICATIONS AND NOTICE :

35. FO can send You notifications regarding day to day matters and minor changes to this Agreement by email and/or by SMS if You have agreed to receive notifications by SMS. These notifications will be effective one hour after sending or immediately if they relate to an urgent problem or emergency. We may also use Your social media accounts.

36. Notices to be given by FO or You for more significant changes to the services and these terms or to enforce rights under this Agreement (such as ending the Agreement, changing prices, significant disruptions or enforcing FO's right to sell or dispose of Goods) must be in writing and must either be delivered by hand, pre-paid post or email. Notices shall be considered to have been received at the time of delivery by hand, one day after sending by email or 48 hours after posting. Notices from FO to You will be sent to the addresses on the cover sheet or the most recent address in England and/or email address notified by You to FO and/or Your social media accounts. In the event of not being able to contact You at the last notified postal or email address, Notice will be considered as having been given to You if FO serves that Notice on the ACP as identified on the front of this Agreement at the last notified postal or email address of the ACP. Any notice from You must be sent to the FO by hand or by post to the address on the cover sheet or by email to [\[INSERT email address\]](#). In the event that there is more than one storer named on the Agreement, Notice to or by any single storer is agreed to be sufficient for the purposes of any Notice requirement under this Agreement.

CANCELLING OR ENDING THE AGREEMENT:

37. If You signed up without coming into the Facility, then You have 14 days after FO confirms acceptance of the order to change Your mind (cooling off period). If You cancel during this period a refund will be provided based on the length of storage You have taken prior to cancelling and all Goods being removed from the Unit. FO can use any payment

made by You to settle some or all of this. You can cancel by email, post or telephone call to FO referring to Your name, address and date of order.

38. Unless otherwise agreed in writing by both parties, either FO or You may end this Agreement at any time by giving the other party written Notice. The date on which the Agreement will end (the **Termination Date**) must be at least the number of days indicated on the cover sheet. In the event of illegal or environmentally harmful activities on Your part or a breach of this Agreement (which, if it can be put right, You have failed to put right within 14 days of notice from FO to do so), FO may terminate the Agreement immediately by Notice. FO is entitled to retain from the Deposit, or make a charge for, apportioned Storage Fees if less than the required Notice is given by You. You must remove all Goods in the Unit before the close of business on the Termination Date and leave the Unit in a clean condition and in a good state of repair to the satisfaction of FO. In the event that Goods and/or rubbish are left in the Unit after the Termination Date, Conditions 7 and 20 will apply. You must pay any outstanding Storage Fees and any other fees or expenses owed to FO up to the Termination Date, or Conditions 6 to 10 may apply. Any calculation of the outstanding fees will be by FO. If FO enters the Unit for any reason and there are no Goods stored in it, FO may terminate the Agreement without giving advance Notice but will send Notice to You within 7 days.

39. You agree to examine the Goods carefully on removal from the Unit and must notify FO of any loss or damage to the Goods as soon as is reasonably possible.

40. Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of FO or You that came into effect during the life of the Agreement. This includes the right to claim damage for breach of the Agreement, liability for outstanding monies, property damage, personal injury, environmental damage and legal responsibility under this Agreement.

OTHER IMPORTANT TERMS:

41. FO may vary the Storage Fee or other terms of this Agreement and add new terms and conditions as long as such changes are notified to You in writing. The modified terms will take effect on the first Due Date occurring not less than 28 days after the date of FO's notice. You may end this Agreement without charge before the change takes effect by giving notice in accordance with Condition 36. Otherwise, Your continued use of the Unit will be considered as Your acceptance of and agreement to the amended terms.

42. You acknowledge and agree that : (a) the terms of this document constitute the whole agreement with FO and, in entering this Agreement, You do not rely on any statement, promise, representation, assurance or warranty which is not set out in this Agreement; (b) any descriptions or illustrations on our website are published for the sole purpose of giving an approximate idea of the services described in them but they will not form part of this Agreement or have any contractual force; (c) the terms of this Agreement apply to the exclusion of any other terms that You seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing; (d) You have raised all queries relevant to Your decision to enter this Agreement with FO and FO has, prior to You entering into this Agreement, answered all such queries to Your satisfaction; (e) any special terms agreed between You and FO, been recorded in writing and incorporated into the terms of this Agreement; (f) if FO decides not to exercise or enforce any right that it has against You at a particular time, then this does not prevent FO from deciding to exercise or enforce that right at a later date unless FO tells You in writing that FO has waived or given up its ability to do so; (g) it is not intended that anyone other than You and FO will have any rights under this Agreement and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to it; (h) if any provision or part-provision of this Agreement is or becomes invalid, unlawful or unenforceable to any extent, it shall be treated as deleted, but that shall not affect the validity and enforceability of the rest of this Agreement; (i) You may not assign or transfer any of Your rights under this Agreement or part with possession of the Unit or Goods whilst they are in the Facility; (j) FO may transfer its rights under this Agreement to another organisation and will let You know if it plans to do this; and (k) where there are two or more joint Storer, each person takes on the obligations under this Agreement separately.

43. This Agreement shall be governed by English law and any dispute or claim that either party brings will be decided by the Courts of England and Wales. The parties must first try to settle any dispute in connection with this Agreement by mediation. Such mediation is to be conducted by a mediator who is independent of the parties and appointed by agreement of the parties. It is a condition precedent to the right of either party to commence arbitration or litigation other than for emergency interlocutory relief, that it has first offered to submit the dispute to mediation.

INSURED CONTRACTOR – If such insurance has been agreed to

44 FO shall take out and maintain a contract of insurance in accordance with a Summary of Insurance document provided to You. This will provide cover for the Goods for the value stated as the full total replacement value of the Goods as new on the cover sheet. FO does not carry out any valuation of the Goods and is not responsible for ensuring that the full replacement value as new as stated by You in the cover sheet is an accurate or true valuation of the full replacement value as new of the Goods at any time. You are responsible for ensuring that insurance cover for the value of Goods insured is maintained at an adequate level throughout the period of this Agreement. If loss or damage occurs to the Goods as a result of any matter which may result in a claim under FO's insurance policy, after receipt from You of a written request to notify a claim, FO will notify its insurer promptly of the claim. For the purposes of processing any such claim, You shall provide FO, FO's insurer or any of its agents appointed to investigate such claim (such as a loss adjuster) with such information and evidence as may reasonably be required in relation to the claim. FO shall pay or arrange for payment to You that part of any proceeds of any claim made by FO which relates to damage or loss to the Goods after deduction of any outstanding sums due to FO from You. In the event that FO makes a claim under its insurance policy in respect of loss or damage to the Goods, You acknowledge that FO's liability to make any payments to You in relation to such claim is restricted to payment to You of the amount that FO recovers from its insurer under its insurance policy in relation to the Goods. Whilst FO will notify claims to its insurer, FO is not under any circumstances obliged to start or threaten to start any legal proceedings in relation to any such claim. Nothing in this Agreement shall make or be deemed to make FO Your agent. If You fail to pay any insurance charges then any insurance cover in respect of the Goods will cease immediately from the date such charges are due.

AMENDMENT TO STANDARD STORAGE AGREEMENT FOR HOLDING KEYS ©

FACILITY OWNER: Name.....(FO).

STORER: Business Name:.....Company Number:.....

Ms/Mrs/Mr:.....First Name:.....Last Name:.....

Phone Nos: Home:Mobile:Work:Email:

Number(s) of the Self Storage Units that the FO holds keys for:.....Standard Storage Contract No(s):.....

Service Fee: £.....per week/month/quarter payable with the Storage Fee on each relevant Due Date

STORER'S ACCEPTANCE

I/We agree to be bound by the Conditions as shown overleaf, in particular Condition 17 which has been drawn to my/our attention and which I/we have read and understood.

Signed by:
[Storer's Signature]

ACCEPTED BY FACILITY OWNER.

Signed for and on behalf of Facility Owner:

.....
Date of this Amendment **day of** **20..**

Date of this Amendment **day of** **20..**

TERMS AND CONDITIONS

STATUS

1. This document (**Amendment**) is an amendment to the standard storage contract(s) referred to above (**Standard Agreement**).

2. Except for the amendments set out in this Amendment, all terms and conditions of the Standard Agreement continue to have full force and effect.

3. All terms defined in the Standard Agreement shall have the same meanings when used in this Amendment.

SERVICE

4. Subject to the terms and conditions of this Amendment, FO has agreed to keep a key to the Unit (**Service**).

5. FO agrees to provide the Service so long as the Storer is paying for the Unit.

6 The Storer agrees and consents to the terms and conditions set out in this Amendment.

7. Storer agrees to pay for the Service and to indemnify the FO for any loss arising to the FO as a result of the FO providing the Service (see section entitled **Risk and Responsibility** below).

8. FO is a bailee of the Goods for so long as it provides the Service and the Standard Agreement shall be amended accordingly.

TERMINATION

9. FO reserves the right to discontinue offering this service by giving one (1) month's notice to Storer.

10. Storer may terminate the service and this Amendment by giving written notice to FO and acknowledges this Amendment and the Service will terminate automatically on termination of the Standard Agreement.

11. In the event of termination of the Service, unless the Storer collects the key in person by arrangement with the FO, FO will return the key to the postal address referred to above or the last notified postal address if a change has been notified.

COST

12. The Storer agrees to pay the fee for the Service (**Service Fee**) at the rate set out above or as amended from time to time. The Service Fee is payable with the Storage Fee on each relevant Due Date.

13. FO's remedies for non-payment of the Service Fee are the same as for non-payment of the Storage Fee under the Standard Agreement.

RISK AND RESPONSIBILITY

14. FO shall hold the key for the Storer in a safe location and shall only release the key to the Storer (a) in person at the Facility against proof of identity or (b) by post in accordance with Condition 11.

15. FO will not release the key to any person other than the Storer unless FO is obliged to do so by law, by the Police, Fire Services, Trading Standards, HM Revenue & Customs, competent authority or by a Court Order.

16. FO may use the key to access the Unit in the following circumstances: (a) to place deliveries for the Storer into the unit or to

access it as otherwise requested by the Storer; (b) on not less than 7 days' notice to inspect or carry out repairs or alterations to the Unit or any other part of the Facility; (c) without prior notice (but with notice as soon as practicable after the event) in the event of an emergency (including for repair or alteration) or to prevent injury or damage to persons or property; or (d) if FO believes the Unit is being used to store prohibited goods or for a prohibited purpose; or (e) if FO is obliged to do so by law, by the Police, Fire Services, Trading Standards, HM Revenue & Customs, competent authority or by a Court Order; or (f) to relocate the Goods or exercise FO's lien or power of sale or disposal in accordance with the Standard Agreement.

17. Even though FO is a bailee of the Goods, all of the risk and responsibility provisions and insurance obligations in the Standard Agreement apply during the provision of the Service. The Goods are stored at the sole risk and responsibility of Storer who shall be responsible for and bear the risk of any and all theft, damage to, and deterioration of the Goods caused by any reason other than the negligence of FO, its agents and employees or breach of contract. FO excludes all liability in respect of loss or damage to (a) Storer's business, if any, including consequential loss, lost profits or business interruption; and (b) Goods above a sum equal to the lesser of market value of the Goods and £500.

18. The Storer agrees to indemnify and keep indemnified the FO from all claims relating to any loss or damage to property or personal injury suffered by the FO or its employees or third parties resulting from or incidental to the provision of the Service.

AMENDMENT

19. FO may vary the Service Fee or other terms of this Amendment and add new terms and conditions as long as such modifications are notified to Storer in writing. The modified terms will take effect 28 days after the date of FO's notice. Storer may terminate without charge before the change takes effect by giving notice in writing. Otherwise, Storer's continued use of the Service will be considered as acceptance of and agreement to the amended terms.

LAW

20. This Amendment shall be governed by English, law and any dispute or claim that either party brings will be decided by the Courts of England and Wales. The parties must endeavour to settle any dispute in connection with this Amendment by mediation. Such mediation is to be conducted by a mediator who is independent of the parties and appointed by agreement of the parties. It is a condition precedent to the right of either party to commence arbitration or litigation other than for emergency interlocutory relief, that it has first offered to submit the dispute to mediation.

**AGREEMENT FOR ACCEPTANCE OF GOODS INTO STORAGE ROOM
FOR DELIVERY OR COLLECTION ©**

FACILITY OWNER: Name.....(FO) in relation the facility at
.....(Facility).

STORER: Business Name:.....Company Number:.....

Ms/Mrs/Mr:.....First Name.....Last Name:.....

CONTACT DETAILS Home/Business Address:.....

Town.....County.....Postcode.....

Postal Address:.....County.....Postcode.....

Phone Nos: Home:Mobile.....Work:.....Email:.....

By consenting to receiving all correspondence from this Facility by email you agree that no Notices or correspondence will be sent by traditional mail. It is your obligation to update your email address when necessary ☐ Yes, I consent to email only.

Number(s) of the Self Storage Units that the business/individual has:.....Standard Storage Contract No:.....

NOTE:THIS AGREEMENT CAN ONLY BE TAKEN OUT IN CONJUNCTION WITH A STANDARD SELF STORAGE AGREEMENT (Standard Agreement) AND TERMINATION OF THE STANDARD AGREEMENT WILL AUTOMATICALLY TERMINATE THIS AGREEMENT

Cross this box if you DO NOT want to be contacted by FO for promotion of services and products offered by FO and/or its business partners at any time or for feedback after this contract expires ☐

STORER'S ACCEPTANCE

I/We agree to be bound by the Conditions of Agreement as shown overleaf. In particular, I/We acknowledge that Conditions 8, 16 and 17 have been drawn to my/our attention and I/We have read and understood them.

Signed by:

[Storer's Signature]

.....

[Storer]s Signature].....

Date of this Agreement day of 20..

ACCEPTED BY FACILITY OWNER.

Signed for and on behalf of Facility Owner:

.....

Date of this Agreement day of 20..

TERMS AND CONDITIONS

DELIVERY AND COLLECTION SERVICE

1. Subject to the terms and conditions of this Agreement, FO will (a) accept delivery of goods (**Delivered Goods**) on behalf of the Storer and will place the Delivered Goods in FO's designated delivery room for collection by the Storer and (b) will accept goods from Storer for collection by courier or other third parties (**Collection Goods**) and will place the Collection Goods in FO's designated delivery room for collection by a courier or other third party (**Service**).
2. FO agrees to provide the Service: (a) so long as the Storer is paying for a storage unit within the Facility; (b) on the terms and conditions set out in this Agreement; and (c) reserves the right to discontinue offering this Service by giving one (1) month's notice.
3. FO (a) takes possession of and is a bailee of the Delivered Goods until such Delivered Goods are collected by the Storer; (b) takes possession of and is a bailee of the Collection Goods until such Collection Goods are collected by a courier or other third party; and (c) may refuse Delivered Goods or Collection Goods in certain circumstances (see section entitled *Acceptance of Goods* below).
4. The Storer: (a) agrees and consents to the terms and conditions set out in this Agreement and the Fee Schedule; (b) will pay for the Service provided by the FO; (c) will indemnify the FO for any loss arising to the FO as a result of the FO providing the Service. Storer may terminate the Agreement by giving written notice and acknowledges this Agreement will terminate automatically on termination of the Standard Agreement or the last of them if more than one is in place.

COST

5. The Storer agrees to pay the Fee as agreed between the Storer and FO and set out in the attached Fee Schedule, or as notified by the FO to the Storer in writing from time to time.

COLLECTION OF GOODS

6. FO will **email** and/or **SMS** the Storer to advise that Delivered Goods has been received.
7. Delivered Goods are to be collected by the Storer within seven (7) days of notification of delivery. Storer must ensure that Collection Goods are collected within seven (7) days of being deposited with FO for collection. Delivered or Collection Goods not collected within that time will attract a Deliveries Storage Fee, as set out in the Fee Schedule.
8. Delivered or Collection Goods not collected within six (6) months of delivery or deposit (as applicable) will be disposed of by FO.

ACCEPTANCE OF GOODS

9. FO will not accept items which it believes to be hazardous, dangerous, perishable, stolen, inflammable, explosive, illegal, create a risk to property or person or which are otherwise prohibited items described in the Standard Agreement.
10. FO will only accept deliveries of Delivered or Collection Goods during posted hours, which may vary from time to time, and may differ from Facility opening hours.
11. Collection Goods must be appropriately packaged and such packaging must indicate clearly the intended recipient of the Collection Goods.

RISK, RESPONSIBILITY AND LIMITATION ON LIABILITY

12. FO shall not be obliged to check the condition of Delivered Goods on delivery to the Facility and shall have no responsibility or liability to the Storer for the condition of Delivered Goods on delivery.
13. FO shall not be obliged to check the condition of Collection Goods when they are deposited with FO and shall have no responsibility or liability to Storer or any third party for the condition of Collection Goods at or beyond the point of collection.
14. Delivery and Collection Goods are accepted for storage in the FO's delivery room at the sole risk of the Storer who shall be responsible for and bear the risk of any and all theft, damage to and/or deterioration of the Delivered and/or Collection Goods including without limitation any and all risk of loss or damage caused by flood, fire, leakage or overflow of water, mildew, heat, pest or vermin, spillage of material, or any other reason whatsoever including acts or omissions of the FO, its agents and/or employees other than where such acts or omissions amount to negligence or breach of contract.
15. FO excludes all liability in respect of loss or damage (a) to Storer's business, if any, including consequential loss, lost profits or business interruption and (b) resulting from Storer's inability to access the delivery room, regardless of the cause. FO does not exclude liability for physical injury to or the death of any person and which is a direct result of negligence or wilful default on the part of FO, its agents and/or employees.
16. Any damages, whether physical or economical loss which the FO is liable to pay to the Storer pursuant to this Agreement (including damages for negligence or damages for consequential loss) are limited in all cases to the lesser of the market value of the Delivered or Collection Goods (as applicable) and the fees paid by the Storer to the FO for the Service in the 12 months prior to the date on which the Delivered and/or Collection Goods which are the subject of the claim were delivered to or deposited with FO.
17. The Storer specifically acknowledges that it is aware of the limitation of liability set out in Condition 16 above and that, in all the circumstances, and taking into account the negotiations between the parties and their relationship, such limitation on the FO's liability is a reasonable one.

STORER'S LIABILITY AND INDEMNITY

18. The Storer agrees to indemnify and keep indemnified the FO from all claims relating to any loss or damage to property or personal injury suffered by the FO or its employees or third parties resulting from or incidental to the delivery of Delivered Goods to the Facility and/or deposit of Collection Goods with FO and/or the storage of those Delivered and/or Collection Goods in FO's delivery room.

19. The Storer's liability for outstanding money, property, damage, personal injury, environmental damage and legal responsibility under this Agreement continues to run beyond the termination of this Agreement.

AMENDMENT

20. FO may vary the fee payable for the Service or other terms of this Agreement and add new terms and conditions as long as such modifications are notified to Storer in writing. The modified terms will take effect 28 days after the date of FO's notice. Storer may terminate without charge before the change takes effect by giving notice in writing. Otherwise, Storer's continued use of the Service will be considered as acceptance of and agreement to the amended terms.

GENERAL

21. Storer acknowledges and agrees that : (a) the terms of this Agreement together with the Fee Schedule constitute the whole contract for delivery of goods with the FO; (b) in entering this contract, the Storer relies upon no representations other than those contained in this Agreement; (c) Storer has raised all queries relevant to its decision to enter this Agreement with the FO and that the FO has, prior to the Storer entering into this Agreement, answered all such queries to the satisfaction of the Storer and any matters resulting from such queries have, to the extent required by the Storer and agreed to by the FO, been reduced to writing and incorporated into the terms of this Agreement; (d) if FO decides not to exercise or enforce any right that it has against Storer at a particular time, then this does not prevent FO from later deciding to exercise or enforce that right unless FO tells Storer in writing that FO has waived or given up its ability to do so; (e) it is not intended that anyone other than Storer and FO will have any rights under this Agreement and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to it; (f) if any court or competent authority decides that any of the provisions in this Agreement are invalid, unlawful or unenforceable to any extent, the provision will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law; (g) Storer may not assign or transfer any of its rights under this Agreement; and (h) where Storer consists of two or more persons each person takes on the obligations under this Agreement separately.

PERSONAL INFORMATION

22. FO collects information about Storer on registration and whilst this Agreement continues, including personal data (Data). FO processes Data in accordance with the Data Protection Act 1998 and uses it to process payments, communicate with Storer and generally maintain Storer's account. FO may share Data with, and collect Data from, credit reference or fraud prevention agencies and trade associations of which FO is a member. If Storer applies for FO's insurance, FO will pass Data on to the insurer, who may enter such Data onto a register of claims shared with other insurers to prevent fraudulent claims. FO will release Data and other account details at any time if it considers in its sole discretion this is appropriate: (a) to comply with the law; (b) to enforce this Agreement; (c) for fraud protection and credit risk reduction; (d) for crime prevention or detection purposes; (e) to protect the safety of any person at the Facility, (f) if FO considers the security of any unit at the Facility or its contents may otherwise be put at risk. Also, if FO sells or buys any business or assets, it may disclose Data and account details to the prospective seller or buyer of such business or assets or if substantially all of FO's assets are acquired by a third party, Data and account details will be one of the transferred assets. Individuals have the right to request a copy of the information that FO holds on them and requests should be emailed or sent to the address above. A small charge may be made for this service. If Storer agrees, FO will use Data for marketing and like purposes, including to provide Storer with information on products or services provided by FO and/or its business partners in response to requests from Storer or if FO believes they may be of interest. Storer's choice with regard to the relevant use of Data is indicated above.

LAW

23. This Agreement shall be governed by English, law and any dispute or claim that either party brings will be decided by the Courts of England and Wales. The parties must endeavour to settle any dispute in connection with this Agreement by mediation. Such mediation is to be conducted by a mediator who is independent of the parties and appointed by agreement of the parties. It is a condition precedent to the right of either party to commence arbitration or litigation other than for emergency interlocutory relief, that it has first offered to submit the dispute to mediation

25.3. Sign Up Checklist

- ☐ Explain agreement including :
 - ☐ Informed of liability for damage
 - ☐ Informed of dangerous goods prohibitions
 - ☐ Informed of late fees and other penalty payments
 - ☐ Inform of ability to sell goods is account overdue
- ☐ Explain Data Protection clause and Email Only option
- ☐ Informed of operating and access hours
- ☐ Informed of insurance options
- ☐ Agreed to cost of rental
- ☐ Give Storer time to read agreement
- ☐ Obtain Alternate contact details
- ☐ Complete Agreement - All contact details
 - ☐ Take copy of Photo ID
 - ☐ Signed agreement
 - ☐ Ensure person signing is the person storing
- ☐ Add end date to agreement and advise customer that the agreement will automatically continue after the end date unless either party gives notice.
- ☐ Advise that facility does not control access to unit, and storer must take care in giving copies of keys / codes to other parties

25.4. Standard Letters

LATE LETTER ONE

SENT ON DAY 7

SENT BY REGISTERED POST

Dear ,

We are writing to you to inform you that your self storage account is now overdue. As of the date of this letter the amount you need to pay to bring your account up to date is £x. Note that storage fees are continuing to be incurred on this account and late fees may be added if this fee is not paid within 10 days of its due date, as stipulated in your self storage contract.

This may have slipped your attention or you may have been away. If you have recently sent a payment, please ignore this letter, and accept our apologies.

Please also note that we have exercised our Right of Lien over your Goods as stipulated in the self storage contract you signed, and that you will be denied access to your unit until this balance is cleared. Please also note that there is a Right to sell Goods under the Conditions where payment is considerably overdue.

You can avoid all Late Payment Charges in the future if you carry out the following method of payment:

BY PHONE – You can ring the above telephone number today and make a payment by credit / debit card over the phone.

BY DIRECT DEBIT MANDATE – Please ring the above telephone number and request a payment instruction form for completion – we can then set this up for all your future billing periods.

BY POST – Please send your cheque made payable to ‘X Self Storage’ at the above address. Please write your unit number on the back of your cheque.

If you have any queries or have genuine difficulties in paying this amount then please phone us on [redacted] and we can discuss any possible alternatives.

Yours sincerely

LATE LETTER TWO

SENT ON DAY 14

Dear ,

Our records indicate that we have still not received payment for the outstanding balance on your account. Your account now has a balance of £x as late fees have been added.

Please make immediate arrangements to settle your account today – we can accept a credit or debit card payment over the phone.

We have exercised our Rights under the self storage contract you signed to add a Late Payment Charge to your account and to deny you access to your unit(s). This denial will be removed upon receiving your payment.

Please note that any contents insurance cover that you have taken out with us will automatically be cancelled when your insurance charge is 28 days overdue.

If you have any queries, please phone us on [redacted] and we will try to help.

Yours sincerely

LATE LETTER THREE

SENT ON DAY 28

SENT BY REGISTERED POST

Dear ,

We are writing to you because our records indicate that we have still not received payment for your account for 28 days. You currently owe £x, and your access to your unit remains denied.

This letter is notification that 'X Self Storage' does have a "LIEN" over the contents of your room, as identified in the conditions of the self storage contract you agreed to. The ultimate consequence of this legal charge is that the contents of your room may be claimed, auctioned and the proceeds set against your outstanding account. Alternatively, if any of the goods in your room appear to us to have no commercial value, under the terms of the storage contract, we are entitled to dispose of them.

Please also note that any contents insurance cover that you have taken out with us has been cancelled by the insurers as your account is now more than 28 days overdue.

This is your final reminder to settle all amounts outstanding. We will open your unit and an inventory will be made of the goods in store, and if payment is not received 7 days from the date of this letter, we will then begin the process of selling or otherwise disposing of all contents stored in your unit and the proceeds from such sale will be applied to settle your outstanding account.

We shall not be liable to you for any damage to any lock which we remove, or the cost of its replacement, or for any loss or damage to the goods or any losses which you may incur because your access to the unit is denied or because the goods have been seized.

Please contact our office immediately to resolve this situation.

Yours sincerely

LATE LETTER FOUR

SENT ON DAY 45

SENT BY REGISTERED POST

Dear ,

We are writing to notify you of the outstanding balance of your account and to confirm that your access to your unit room remains denied since your account went into arrears. Your account as of today's date has an outstanding balance of £x.

You were also informed that the contents of your unit would be sold or disposed of and any proceeds applied towards your outstanding account, as covered in the self storage contract you completed with [business name].

We are writing today to inform you that your unit has been accessed, an inventory of the contents has been taken, a copy of which is enclosed with this letter, and the contents will shortly be removed for auction or disposal. You no longer have access to a unit at [business name]. Whatever proceeds, net of costs, that are raised from the sale of your goods will first be applied against your outstanding balance and any monies left over returned to you, if applicable.

This is the final point at which we will ask you to resolve your account arrears before your property is removed for auction or disposal. Please contact us within the next 14 days to make payment before your goods are sold or disposed of. We will not be writing to you again about this matter before this time.

Yours sincerely

LETTER FOR TERMINATION OF AGREEMENT

[On Facility Owner's letterhead]

[ADDRESS]

[DATE]

Dear [NAME]

Storage Licence dated [DATE] ("Licence")

Unit Number: [INSERT]

Termination of Licence

In accordance with the terms of your Licence, specifically clause 38 [*Number based on SSA UK Standard Agreement but check if your numbering is different*], we are giving you [INSERT NUMBER OF DAYS SPECIFIED ON FRONT OF THE LICENCE] notice to terminate the Licence. This means the Licence terminates on [INSERT DATE BEING THE LAST DAY OF NOTICE PERIOD REQUIRED].

You must remove all of your goods by 5:00 pm on [INSERT DATE BEING THE LAST DAY OF NOTICE PERIOD REQUIRED] and leave the storage unit in a clean condition and in a good state of repair. If you have not removed all items from the storage unit by this time we will proceed to dispose of your goods and you will be liable for further storage fees until such time as the goods have been disposed of (including the costs of disposal), together with the costs of cleaning and/or repairing the unit, if applicable.

As we have given you notice that your Licence is terminated, we will not accept further payment from you to continue the Storage Licence beyond the termination date. Any such payment will be returned to you.

Yours sincerely

[NAME]

[JOB TITLE]

For and on behalf of [FACILITY OWNER]

LETTER FOR GOODWILL PAYMENT

[On Facility Owner's letterhead]

[ADDRESS]

[DATE]

WITHOUT PREJUDICE

SAVE AS TO COSTS

Dear [NAME]

Storage Licence dated [DATE] ("Licence")

Damage to goods stored at [SITE NAME]

We at [FACILITY OWNER] are sorry to hear that your goods have been damaged by [REASON] while they were in storage at [SITE NAME]. You will note that, under the Licence you signed, the goods are stored at your own risk and you are responsible for their maintenance whilst in storage.

However, as a valued customer of [FACILITY OWNER], we are willing to pay you £[AMOUNT] as a gesture of goodwill. Please note that this payment does not constitute an admission of any wrongdoing or liability whatsoever by [FACILITY OWNER] and it is made in full and final settlement of any claim you have or may have against us arising from your use of storage unit [NUMBER] at [SITE NAME] for the period from [DATE] to [DATE].

Please advise us if you accept our offer by 5:00 pm on [INSERT DATE – SUGGEST 7 OR 14 DAYS FROM DATE OF LETTER] and we will then arrange for payment to be made. If we have not heard from you accepting our offer before that date, the offer is withdrawn.

Yours sincerely,

[NAME]

[JOB TITLE]

For and on behalf of [FACILITY OWNER]

Deceased Customers Access Declaration Form

To be placed on business letterhead

Name of deceased customer _____

Address of deceased customer _____

Date of death _____

Name of person requesting access _____

Address of person requesting access _____

Reason for requesting access
or relationship with deceased _____

Supporting evidence provided (indicate all that apply)

☐ Birth Certificate

☐ Marriage Certificate

☐ Death Certificate

☐ Financial documents

☐ Other _____

I _____ declare that I am authorised to take possession of the goods of the deceased as named above, currently stored in storage unit no _____ at [Name and address of self storage business]. I authorise the business to forcibly open this unit so that I can gain access to the goods. I will remove all goods from the unit or transfer the unit into my name by signing a new storage contract no later than _____.

Signature

Date