

1. In these terms and conditions the following words have the following meanings:

You, your – the customer named in the Hire Agreement

We, us, our – Container Hire Services Ltd

Goods – anything that you bring on the site and store in the unit

Unit – the storage unit specified in the Hire Agreement or any alternative storage unit we may specify under condition 14

Commencement Date – the date specified in the hire agreement

Site – the premises on which the unit is situated

Access Hours – the hours we permit access to the unit

Prohibited Items – those items specified in condition 11

Deposit – the amount specified in the hire agreement

Hire Fees – the amount specified in the hire agreement which is exempt from VAT

Due Date – the date specified in the schedule and the corresponding date in each period specified in the Schedule or the previous business day if the due date falls on a Saturday, Sunday or public holiday

Your Right to Occupy

2. We permit you to use the unit in accordance with these term and conditions from the Commencement Date until this agreement is terminated.

Inspection

3. You must inspect the Unit before storing any goods and inform us if you believe it is damaged or unsuitable for your requirements in any way. If you do not do so the unit will be deemed to be suitable for you and in good condition at the Commencement Date.

Access to the Unit by You and by Us

4. You may have access to the Unit at anytime during the Access Hours. No access to the Unit will be permitted outside these hours. We may change the Access Hours at any time. You will be notified either by email or letter 4 weeks prior to any changes being implemented.
5. Only you and persons authorised in writing or accompanied by you will be permitted to have access to the Unit. You may withdraw any authorisation at any time but the withdrawal will not be effective until we receive it in writing. We may ask for proof of identity from you or any other person at any time (although we are not obliged to do so) and we may refuse access to any person (including you) who is unable to provide satisfactory proof of identity.
6. We are responsible for providing a padlock for the Unit and you must ensure that it is locked at all times when you are not in attendance. We will not be responsible for locking any unlocked Unit. We will retain a key to the padlock in terms of access.
7. You will permit us (and our agents or employees) to enter the Unit at any time in an emergency and otherwise if we give you not less than two days notice so that we may inspect it or carry out repairs, maintenance and alterations to the Unit or any other Unit or part of the site or ensure compliance with these terms and conditions or for any other purpose.
8. We may enter the Unit at any time without notifying you (and if necessary we may break the lock to gain entry)
- if we believe that the Unit contains Prohibited Items or is being used in breach of those terms and conditions;
 - if we are required to do so by the Police, Fire Services, Local Authority or by a Court Order or any compliant Authority.
 - if we believe it is necessary in an emergency;
 - to obtain access in accordance with conditions 7, 15, 21 and 22;
 - to prevent injury or damage to persons or property; or
 - if we are of the opinion that any of the above apply, for the purposes of ascertaining this.

Use of the Unit and the Site

9. You confirm you are the owner of items stored, or that ownership is vested in you for the purpose of entering into this agreement. You confirm that the owner of the goods, if not you, understands and accepts these terms and conditions and our right, ultimately, to sell or dispose of goods to recover any outstanding charges due to Us in terms of this contractual agreement.

- 10 We may refuse to permit you to store any goods or allow you to collect any goods from the unit, if, in our reasonable opinion the safety of any person on the site, or the security of the unit or its contents, or other units or their contents, would be put at risk by the storage or continued storage of any such goods.
- 11 You may only use the Unit for storage and not for any other purpose. You must not store (and you must not allow any other person to store) any of the following in the Unit:
- a. food or perishable goods unless securely packed so that they are protected from vermin;
 - b. birds, fish, animals or any other living creatures;
 - c. combustible or flammable materials or liquids such as paint, petrol, oil or cleaning solvents (unless the quantity is less than 3 litres and stored in an appropriate container);
 - d. explosives, fireworks, weapons or ammunition;
 - e. chemicals, radioactive materials, biological agents;
 - f. toxic waste, asbestos or other materials of dangerous nature;
 - g. any item which emits any fumes, smells or odour;
 - h. compressed gases;
 - i. pornography;
 - j. contraband or illegal substances
 - k. items which are irreplaceable or of high value requiring storage, such as currency, jewellery, bullion, furs, deeds, bonds, securities, works of art, antiques, fine wines and items of personal or sentimental value, etc.
 - l. waste materials including any materials or goods for export deemed to be waste such as used electrical equipment (unless tested and certified for re use)
 - m. used vehicles or used vehicle parts (unless requested and authorised in writing).
- 12 You must not (and you must not allow any other person to):-
- a. use the Unit to do anything on the Site or in the Unit which may be a nuisance to us or to other on-site customers;
 - b. use or do anything at the Site or in the Unit which may invalidate or increase premiums under any insurance policies taken out by us or any other person.
 - c. use the Unit as offices or living accommodation poste restante or as a home or business address;
 - d. spray paint or do any mechanical work of any kind in the Unit.
 - e. attach anything to the walls, ceiling, floor or doors of the Unit or make any alteration to the Unit;
 - f. allow any liquid, substance, smell or odour to escape from the Unit or any noise to be audible or vibration to be felt outside the Unit;
 - g. cause any damage to the Unit or any other Unit on the Site or it's facilities or to the property and possessions of us or any of our other customers and if you cause any damage you must (at our option) repair, restore or replace such damaged item or reimburse our costs in making necessary repairs, restoration or replacement;
 - h. cause any obstruction or undue hindrance in any passageway, stairway, service area or other part of the Site and you must at all times exercise courtesy to others in using these areas.
 - i. Connect or provide any utilities or service to the unit unless authorised in advance in writing by us.
 - j. ignore any regulations in force from time to time at the site and in particular you undertake to observe and comply with the "no smoking" policy that is in effect for every unit at the site and its common parts.
 - k. Consume drugs or alcohol on the premises
 - l. display any signs at the site or on walls and doors of your unit without our written consent, or distribute any leaflets or promotional materials to other customers at the site whether direct to the units or in the common parts.
13. You must:-
- a. inform us immediately of any damage to the Unit or loss of padlock or keys;
 - b. comply with the directions or any of our employees or agents at the Site and any further regulations for use of the Unit which we may issue from time to time

Alternative Unit

- 14 We may at any time by giving you seven days' written notice require you to remove your goods from one Unit to another Unit specified by us. The alternative Unit shall be of a similar size to the current Unit.
- 15 Removal of your goods from the current Unit to the alternative Unit will be at your expense. If you do not arrange the removal of your goods to the alternative Unit by the time specified in the notice, we may enter the Unit and arrange for the goods to be moved. Any removal arranged by us will be at your risk (except for loss or damage caused wilfully or negligently by us or our removal agents) and the removal expenses will be payable by you and we may add them to the Hire Fees.
- 16 If your goods are moved to an alternative Unit, this Agreement will be varied by the substitution of the alternative Unit number but this Agreement will otherwise continue in full force and effect and the Hire Fees will continue to apply to the alternative Unit.

Deposit

- 17 You must pay us a £50 Deposit when you sign this Agreement, and an additional £25 deposit for a gate key (if required). The Deposit will be returned to you (without interest) within 21 days after this Agreement terminates less any amount we may deduct to cover:-

- a. repairing any damage to the Unit, Site or any other Unit caused by you, your agents or invitee or by the goods stored in the Unit (any additional costs will be charged to the hirers account);
- b. any unpaid Hire Fees or removal or other charges; or
- c. any other obligation to us that you have not discharged in full.

Hire Fees

- 18 You must pay us the Hire Fees for the minimum period of storage on signature of this agreement and thereafter must pay the Hire Fees on the Due Date. If you do not pay the Hire Fees on the Due Date, we reserve the right to implement a late payment charge equal to ten percent of the Hire Fees (subject to minimum charge of £5) for each period of two weeks or any part of it that the Hire Fees (including any late payment or other charges) remain unpaid after the Due Date.
- 19 In the event that any cheque or direct debit is dishonoured, we may make a further charge of £12 on each occasion that your cheque is returned or direct debit fails.

Increases

- 20 We may alter the Rental Fees at any time by giving You written notice and the new Hire Fees shall take effect on the first Due Date occurring not less than four weeks after the date of notice.

Non Payment of Hire Fees

- 21 If you do not pay the Hire Fees on the Due Date or the late payment charge or either, we may exclude you from the Site and from the Unit and we may break the lock on the Unit and install a new lock, whether or not we have exercised our right to terminate this Agreement. Exercising our right to exclude you from the Site and the Unit does not affect your obligation to pay any unpaid invoices.

Hire Fees or late payment charges

- 22 If any part of the Hire Fees or the late payment charge is outstanding one month after the Due Date then we may:-
 - a. give you written notice that we will remove all the goods in the Unit if you have not paid all outstanding amounts due in full within 72 hours of the posting of that notice by us to you at your address set out in the Schedule;
 - b. on expiry of the notice in sub-Condition 22 (a), remove all the goods in the Unit to any alternative storage facilities that we may decide without incurring any liability for loss of damage to the goods arising from the removal and alternative storage;
 - c. charge you full costs of removing the goods from the Unit and alternative storage costs together with any repeated costs if we require to move goods at anytime time afterwards;
 - d. sell the goods on your behalf and pass good title to them and use the proceeds of the sale to discharge any outstanding Hire Fees and the other charges due to us. If the proceeds of the sale are insufficient to discharge your outstanding liability to us then you will remain liable for the balance and we may take any action we consider necessary to recover the outstanding amounts;
 - e. treat any goods not sold as abandoned and destroy or otherwise dispose of them at your cost.

Termination

- 23 Either you or we may terminate this Agreement by giving no less than seven days written notice ending on any Due Date and termination will take effect from that Due Date. Any Hire Fees paid in advance will be refunded but we may make deductions from them.
- 24 You may not terminate this Agreement if any Hire Fees or other charges are outstanding or if you are otherwise in breach of this Agreement.
- 25 We may terminate this Agreement immediately by giving you written notice if you are in breach of any term of this Agreement.

On Termination

- 26 On termination of this Agreement you must remove all goods from the Unit and leave the Unit clean and tidy and in the same condition as at the Commencement Date. We may charge you if we have to clean the Unit or dispose of any goods or rubbish left in the Unit or on the Site.
- 27 We may treat any goods remaining in the Unit after termination as abandoned and may dispose of them in accordance with Condition 22 (d) and (e).

Insurance

- 28 We do not insure your goods whilst in the Unit. Storage of goods in the Unit is at your sole risk and you must insure them at their full replacement value.

Exclusion of Liability

- 29 We shall not be liable for any loss (including consequential or economic loss) or damage to the goods stored in the Unit, whether or not the loss or damage is due to any act of omission, negligence or wilful default by us or by any of our servants or agents or other customers; nor shall we be liable for any consequential or economic loss incurred by you as a result of any loss or damage to the goods.
- 30 Any other representations, conditions, warranties or other terms, whether written or oral, express of implied, statutory or otherwise which are or may be inconsistent with this condition are expressly excluded.
- 31 The exclusion of liability in Condition 29 and 30 does not apply where the damage suffered by you and (you are the consumer as defined in the Unfair Contract Trade Act 1977) is a direct result of our negligence or wilful default or that our servants or agents and which causes physical injury to or the death of any person.

Indemnity

- 32 You will identify us and hold us harmless against all claims, demands, liabilities, damages, costs and expenses incurred by us or by any of our servants, agents or other customers which arises out of the use of your Unit or the Site by you or any of your servants, agents or invitees or arises out of this Agreement by you.

Notices

- 33 Any notice given under this agreement must be in writing and may be served by personal delivery, email, or by pre-paid post. Any notice to you may be sent to the address stated in the Schedule or any other address which you notify to us in writing. Any notice to you will also be sent to any owner (whether sole, joint or co-owners) of which we have been notified by you. Any notice to us must be sent to our address set out in the Schedule. Notices will be effectively served immediately if served personally or forty-eight hours after they have been placed in the post.

Force Majeure

- 34 We shall not be liable for any loss or damage which you may suffer as a direct or indirect result of our performance of this Agreement being prevented, hindered or delayed by reason of any Act of God, riot, strike, lock-out, trade dispute or labour disturbance, accident, break-down of plant or machinery, fire, flood, difficulty in obtaining workmen, material or transport, electrical power failures or other circumstances whatsoever outside our control and which affect the provision by us of access to the use of the Unit.

General

- 35 Any delay by us in exercising any of our rights under this Agreement will not impair our rights or be a waiver of those rights, nor will any partial exercise of any right preclude a further exercise of that right.
- 36 You may not assign any of your rights under this Agreement or part with possession of the Unit to any other person, firm or company.
- 37 No variation of these terms and conditions will be effective unless expressly accepted in writing by us and signed by one of our directors. None of our employees or agents who is not also a director has any authority to vary these terms and conditions on our behalf whether in orally or in writing.
- 38 Every provision in these terms and conditions is severable and distinct from every other provision if at any time one or more of such provisions is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not be affected in any way.
- 39 We reserve the right to change these terms and conditions at any time. In the event that any changes are made, the revised terms and conditions shall be posted on our website immediately. Please check the latest information posted at www.chscontainer.co.uk/terms to inform yourself of any changes. You will be notified either by email or letter 4 weeks prior to any changes being implemented.
- 40 This Agreement shall be governed by Scottish law and you and we submit to the exclusive jurisdiction of the Scottish courts.

Data Protection / GDPR

- 41 We collect information about you on registration and whilst the agreement continues, including personal data (your data). We process your data in accordance with the General Data Protection Regulation or such other applicable law which may supersede the General Data Protection Regulation in the future.
- 42 We will use your data for the purposes of this agreement to process payments, communicate with you and generally maintain your account. More detail as to how and why we collect information about you, how we will use it and your rights in relation to data as set out in our customer privacy policy which is available on our website. We will ask for your specific consents and preferences regarding the use of your data as and when we are required by law to do so.

- 43 We may share your data with and collect information about you from credit reference or fraud prevention agencies (including Police, Counter Terrorism and HM Customs & Excise, Debt Collection Agencies and Trade Associations of which we are a member).
- 44 We will release your data and other account details at any time if we consider in our sole discretion that 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 site
 - f. if we consider the security of any unit at the site or its contents may otherwise be put at risk.
 - g. Also, if we sell or buy any business assets, we may disclose your data and account details to the prospective seller or buyer of any such business or assets. If substantially, all of our assets are acquired by a third party your data and account details will be one of the transferred assets.
- 45 You have the right to request a copy of the information that we hold on you. If you would like a copy of some or all of your personal information held by us, please email or write to us at the address provided on the agreement.