

GENERAL TERMS AND CONDITIONS STORAGE AGREEMENT

The consumer can, after the tacit renewal of an agreement of a definite duration, terminate such agreement at any time, without costs, subject to the notice period as defined in the agreement, without this period exceeding two months.

The Storage Agreements are entered into between Shurgard and the Private Customer for a minimum initial period of 1 month. After that, the Storage Agreement will be tacitly renewed for an indefinite duration. If the Private Customer does not consent to automatic renewal, the Private Customer must notify Shurgard by e-mail of this according to article 3 of these General Terms and Conditions by giving a notice period of 15 days. Therefore, such notification must be sent on the 15th of the month that the Storage Agreement was signed.

Once the Storage Agreement is tacitly renewed, the Private Customer has the right to terminate the Storage Agreement at all times, at no cost, by notifying Shurgard by e-mail of this according to article 3 of these General Terms and Conditions and observing a notice period of 15 days.

Article 1. Scope and definition

These general terms and conditions of storage are applicable to all Self Storage agreements between a company of the Shurgard Group, hereinafter called 'Shurgard' on the one hand, and parties using storage space/units (or any other Shurgard storage product or service e.g. parking, bulk, lockers, etc.), hereinafter called 'the Customer' on the other hand. Where applicable in these General Terms and Conditions, a 'Private Customer' shall have the same meaning as a 'consumer' in the law, namely a natural person who is acting for purposes which are outside his trade, business, craft or profession.

The Shurgard store, the used storage space, product or service is called 'the Storage Unit' and the Self Storage agreement including these General Terms and Conditions is hereinafter called 'the Agreement'. All goods which are stored or placed anywhere in the Shurgard storage facility (including the storage unit) are referred to as 'the Goods'.

Article 2. Purpose and use

2.1 Shurgard grants Customer a right to occupy and use the Storage Unit in accordance with the terms of the Agreement for the sole purpose of storing permitted Goods. Customer may not use the Storage Unit for another purpose.

The Customer is granted a licence to use the Storage Unit (subject to the terms and conditions which follow) and nothing in this Agreement or in the relationship of Shurgard and the Customer shall be taken as creating a tenancy or the relationship of landlord and tenant. The Customer hereby acknowledges and expressly agrees that nothing in the Agreement shall be construed so as to create any legal or proprietary interest in the Storage Unit. Shurgard shall not for any purpose whatsoever act as a warehouse keeper, guardian or custodian of the Storage Unit or of the Goods.

By entering into the Agreement, Customer warrants having sole legal and beneficial title to the Goods and accepts any and all liability in connection with the Goods. The Customer indemnifies and will hold Shurgard harmless against any claim or cost or any action or proceeding in connection with the Goods from any third party, including disputes in connection with the ownership or rights to possession.

2.2 Customer will use and maintain the Storage Unit with due care and in accordance with the permitted use and the Agreement. The Storage Unit must be kept locked and clean at all times. Customer shall comply with the applicable environmental regulations in force from time to time at the Store, including without limitation, those relating to recycling, waste disposal, energy and water usage and energy saving. Customer is responsible for the clearing and removal of any dirt and waste in the Storage Unit. Customer is not allowed to dispose of waste or Goods (or any part of the Goods) in- or outside the Storage Unit under penalty of a fine of at least 50 GBP per m³ to reimburse the (waste) disposal costs. Trolleys are available for the convenience of our customers. After having used a trolley, the trolley must be returned to the trolley bay undamaged. Failure to do so will result in a penalty of 200 GBP billed on the customer's account. For your information, Shurgard energy consumption data and information relating to green building certificates and energy performance ratings are available on our website.

2.3 Customer confirms, having visited, inspected and accepted the Storage Unit in good condition, that it conforms with the legal and agreed use which the Customer expects to make of it. The Customer understands and accepts the safety and security level and regulations. With regard to the legal and agreed purpose and use / safety and security expectations, Shurgard explicitly provides no warranties and accepts no liability whatsoever.

2.4 Customer accepts that all indications of Storage Unit sizes are estimates and an average of a larger number of Storage Units. Any deviation between the actual size of a Storage Unit and the indicated size in the Agreement gives neither party any right or an entitlement to a price adjustment.

2.5 Customer will comply with the provisions of this Agreement, the law and local regulations and the instructions of the local and national authorities, the utility companies and insurers.

2.6 Customer acknowledges and accepts full responsibility and liability for all acts of persons who have access to the Storage Unit or use the access code of the Customer and references to 'Customer' in these terms shall be treated as references to any such persons.

2.7 Customer is bound to use the Storage Unit in such a way that no damage to the environment or any disturbance to other users (e.g. noise by radio's or equipment, dust, smell, leakages) in any form can originate or can reasonably be expected to

originate, and is bound to take sufficient precautionary measures to prevent any such environmental damage or nuisance.

2.8 The following are not permitted by the Customer:

- the Storage Unit may not be used as a workplace,
- no commercial activity may be exercised from the Storage Unit,
- the Storage Unit may not be used as a registered office or seat of a company,
- the Storage Unit may not be used for any illegal, criminal, tax evasion or immoral activities,
- electrical appliances or other utilities / services may not be connected in the Storage Unit without the prior written permission of Shurgard ; any authorized electrical appliances must always be switched off during absence,
- without prior written permission from Shurgard no fixed items may be installed in or on the Storage Unit.

2.9 Customer is strictly forbidden from storing the following goods in the Storage Unit (this list is not exhaustive):

- jewels, fur, art objects, collection pieces or irreplaceable objects, objects with an emotional or special value,
- cash money, securities, stocks or shares,
- any item which emits any fumes, smell or odour,
- birds, fish, animals or any other living creatures,
- refuse and other waste materials (including animal and toxic/hazardous waste materials),
- food and other perishable goods (subject to decay) unless securely packed so that they are protected and do not attract vermin or cause any other form of nuisance,
- firearms, explosives, weapons or ammunition,
- any illegal substances such as drugs, illegal items or goods illegally obtained such as smuggled or stolen goods, etc.
- chemicals, radioactive materials, biological agents,
- asbestos and/or processed asbestos,
- (artificial) fertilizer,
- gas bottles or any other compressed gases and/or batteries,
- fireworks,
- car and/or motorcycle wrecks ; the storage of (vintage) cars and/or motorcycles that are not wrecks is allowed with the understanding that under the car and/or motorcycle a Shurgard-approved protective tray or mat is provided to prevent leaking oil impacting on the environment and the presence of fuel in any fuel tanks must be kept to a minimum ; the cars furthermore need a separate fully adequate insurance cover to be maintained by the Customer at all times, since cars and motorcycles are not covered under the customer goods insurance as referred to under article 9 of these General Terms and Conditions,
- combustible or flammable materials or liquids including diesel and petrol (with the exception of the minimum allowed as mentioned above for cars and motorcycles);
- any other toxic, flammable or hazardous substances or preparations that are classified as such under any applicable law or local regulations such as:
 - explosive substances and preparations such as spray cans including air-fresheners, hair lacquer, car paint, varnish and car windscreen defroster; sprays and (liquid) gases such as LPG, hydrogen, acetylene, propane gas and butane;
 - oxidising substances and preparations such as hydrogen and other peroxides, chlorates, strong saltpetre and perchloric acids;
 - (highly) flammable substances and preparations such as petroleum, benzene, burning alcohol or methyl alcohol, turpentine, white spirit, acetone, paint, windscreen defroster, air-freshener, close-contact adhesive and neoprene adhesive;
 - (highly) toxic substances and preparations such as methyl alcohol, stain removers, pesticides;
 - harmful substances and preparations such as cleaning products, paint thinners, wood preservation products, paint removers;
 - caustic substances and preparations such as unblocking agents for pipes, decalcifying products, caustic soda, strong acids, caustic products such as oven and toilet cleaners;
 - irritants and preparations;
 - sensitizing substances and preparations;
 - carcinogenic substances and preparations;
 - mutagenic substances and preparations;
 - substances and preparations toxic to reproduction;

- substances and preparations that are dangerous to the environment such as CFCs, PCBs and PCTs; pesticides and heavy metals such as mercury in thermometers, cadmium and zinc from batteries, lead and copper;
- pesticides and herbicides

Most toxic, flammable or hazardous substances can be recognised by the symbols below:



Explosive / risk of explosion



Oxidising, facilitates the ignition of another product



Acute toxicity, dangerous product that can be deadly



Health Hazard / hazardous to the ozone layer



Corrosive



Flammable



Gas under pressure



Serious Health hazard



Hazardous for environment

- 2.10 If the Customer acts in violation of articles 2.8 and/or 2.9, Customer shall indemnify Shurgard for any damage Shurgard may suffer as a result and the Customer may be exposed to criminal prosecution. Please note that Shurgard will not inspect or verify the Goods and their compliance with the terms of this Agreement.
- 2.11 In the event that Customer is suspected of being in violation of this Agreement, in particular the clause 2 hereof, Shurgard has the right but not the obligation to notify the competent authorities and allow these to access the Storage Unit for verification purposes all at the Customers' expense. Shurgard may, but is not obliged, to notify the Customer hereof.

Article 3. Term of the Storage Agreement

Unless otherwise agreed under the special conditions, a Storage Agreement is concluded for an initial minimum period of 1 month. After this initial minimum 1 month period, the contract will continue for an indefinite period and can be cancelled any time in writing by ordinary letter or e-mail by either party at will, by giving a minimum written notice of 15 days.

Article 4. Storage charges and late payment

- 4.1 All storage charges and fees will be invoiced per month together with any VAT payable (where applicable). Upon signing the Agreement, the Customer must
- pay the first invoice at signature comprising all storage charges, service fees and costs related to the 1st month of storage
 - purchase a unique secure cylinder lock (unless Customer already purchased a lock at Shurgard) and
 - pay a one-off registration fee (only for new customers). In the event that the actual move-in date commences after the 15th day of a month, Customer will also always have to pay the storage charges, service fees and costs for the following calendar month.
- 4.2 The storage charge (excluding any applicable taxes) will remain unchanged for the first six (6) months of the Agreement. After that period, Shurgard reserves the right to periodically review the charges and fees. Reviewed charges and fees are applicable 30 days after written notice is provided by Shurgard. At the moment the Agreement is signed, Shurgard can request Customer to also pay a deposit at least equivalent to one month's rental charge as a guarantee for correct compliance with the Agreement. Shurgard may recover all unpaid charges, fees and costs resulting from non-compliance from the deposit sum without being obliged to do so. If Shurgard considers it necessary to draw upon the deposit, the Customer must then immediately supplement the deposit to the sum for which it was originally provided. No interest is paid on any deposit paid.
- 4.3 Customer undertakes to pay the monthly charges and fees prior to the start of the period to which they correspond (anniversary billing principle).

- 4.4 Customer (for Private Customer, see clause 4.5) acknowledges and agrees that in the event of contract modification or contract cancellation prior to move-in, Customer will owe to Shurgard an amount equal to 15 days of the due storage charges and fees. The remainder of the storage charges and fees paid upon the signature of this agreement shall be refunded by Shurgard as soon as possible. However, any such refund will never happen by means of cash. Paid insurance fees will not be refunded.
- 4.5 By way of derogation from clause 4.4., Private Customer has the right to withdraw from the Agreement within fourteen (14) days from the day of the conclusion of the Agreement without giving any reason. To exercise the right of withdrawal, Private Customer must inform Shurgard (i.e. Shurgard UK Limited, Ground Floor Egerton House, Baker Street, Weybridge, Surrey, KT138AL (via post or by email at info@shurgard.co.uk)) of its decision to withdraw from the Agreement using the attached model withdrawal form (Annex I). Shurgard will communicate to Private Customer an acknowledgement of receipt of such a withdrawal on a durable medium (e.g. by e-mail) without delay. To meet the withdrawal deadline, it is sufficient for Private Customer to send its communication concerning its exercise of the right of withdrawal before the withdrawal period has expired. If Private Customer withdraws from the Agreement, Shurgard shall reimburse to Private Customer all payments received from Private Customer, without undue delay. If Private Customer requested to begin the performance of storage services during the withdrawal period, Private Customer shall pay Shurgard an amount which is in proportion to what has been provided until Private Customer has communicated Shurgard its withdrawal from the Agreement, in comparison with the full coverage of the Agreement.
- 4.6 Shurgard may, at its own discretion, proceed with the paper or electronic invoicing of the monthly storage charges and fees (using the email address specified by the Customer in case of electronic invoicing). If Customer insists on getting paper invoices through the Post, Shurgard will charge a monthly fee for this service provided. In addition Customer accepts e-mail as a proper and sufficient method of communication between the Customer and Shurgard, for all purposes.
- 4.7 If the payment of the monthly storage charge and fees is not received in full on the due date, Shurgard may deny Customer access to the Storage Unit until such time that the total outstanding balance is settled. Shurgard may also charge an administrative fee of 20 GBP after the 1st reminder notice and an administrative fee of 50 GBP after each subsequent reminder notice.
- 4.8 If any storage charge or fee due under this Agreement is not paid within 30 days of the due date Shurgard will be entitled to the following additional rights:
- to break the existing lock on the Storage Unit and install a new one,
 - to remove the Goods from the Storage Unit to such alternative storage facilities as Shurgard may decide without incurring any liability for loss or damage arising by virtue of such removal,
 - to charge the Customer the full costs of removal of the Goods from the Storage Unit and storage costs elsewhere together with any repeated cost thereof should Shurgard require that the Goods be moved at any time thereafter,
 - to terminate the Customer's right to use a Storage Unit and to charge in the mean time a monthly occupancy fee for an amount equal to the monthly storage charge and to treat the Goods as abandoned.
- 4.9 If any storage charge or fee due under this Agreement is not paid within 90 days of the due date Shurgard will furthermore be entitled to sell, destroy or otherwise dispose of such Goods. The proceeds of any sale in accordance with clause 4.8 may be retained by Shurgard and applied to discharge any expenses incurred by Shurgard in exercising Shurgard's rights under this clause and any further sums owing to Shurgard under this Agreement. The balance of the proceeds will then be refunded to the Customer (or to a relevant insolvency practitioner in the case of the insolvency of the Customer); to the extent that the Customer cannot be located or fails to collect the balance of the proceeds such proceeds will be held on behalf of the Customer by Shurgard. Nothing in this clause shall prejudice Shurgard's entitlement to payment of storage charges or any other sums due to Shurgard hereunder whether or not Shurgard has chosen to exercise any or all of its rights as set out above.
- 4.10 Customer agrees that all the Goods in the Storage Unit shall be security for Shurgard's entitlement to payment of the storage charges, fees and any other sums due to Shurgard, to the effect that access to the Goods in the Storage Unit may be denied until such time as full payment is obtained. Customer also accepts that this security may lead to a loss of the ownership of the Goods in the Storage Unit.

Article 5. Safety Notices

- 5.1 **Entering and leaving the storage facility**
Customers are provided with a personal access code to the Shurgard storage facility, which code needs to be used every time the Customer wants to access the Storage Unit. Shurgard does not permit the following of another customer / vehicle inside or outside the storage facility without having entered the personal access code. The Customer needs to assure that the doors and the gates are closed after entering or leaving. An access code is strictly personal and may under no circumstances be used by third parties. In the event that a Customer wants to give third parties access to the Storage Unit, Customer has to obtain specific access codes for that purpose. Customer is responsible for the third parties to whom additional access codes have been issued.

Should a Customer forget the personal access code a new code can be obtained from the Shurgard store personnel. For safety reasons personal codes are not provided by telephone, email or SMS.

Unless agreed otherwise, the Storage Unit is accessible to the Customer during the hours and days as advertised at the office of your Shurgard site. Access outside these agreed hours is not allowed.

Any move-in into new Storage Units can only happen during office hours with the help and under the supervision of the store personnel.

If Shurgard and Client agree that the Storage Unit is accessible outside of the advertised opening hours a monthly fee will be charged by Shurgard for this service provided.

Shurgard is not responsible for any temporary technical failure, snow, hindrance, etc. preventing the Customer from entering and leaving of the Storage Unit and the use of an elevator.

5.2 Customer access to the Storage Unit

Each Storage unit is secured with a purpose-built locking system allowing insertion of a personal cylinder lock or padlock. Shurgard does not have keys to access the Storage units.

A Customer is solely responsible for the correct locking of the Storage unit using the personal cylinder lock or padlock. Fitting a second lock is not allowed.

5.3 Emergency / Fire Procedure

Each Customer is responsible for familiarizing themselves with the Emergency, Safety and Fire and Escape routes and procedures. Emergency exits are situated throughout the building and are clearly marked. A Customer may never block these emergency exits with Goods and must leave them clear at all times. The Customer may only use the emergency exits in the event of situations needing emergency evacuation such as fire or power loss. In the event of abuse, Shurgard will recover from the abusing Customer all costs involved.

5.4 Inside the Storage Facility

The speed limit for motorized vehicles is at all times the lower of

(a) a safe speed or

(b) 15 km/h or 10 mph. Parking is only allowed in the designated areas. Road traffic regulations are applicable inside the storage facility.

Smoking is strictly prohibited anywhere on the storage facility.

The use of trolley's, motor vehicles, elevators or any equipment provided by Shurgard shall always be for the sole risk of the Customer. Customer needs to assure that none of these are operated or occupied by children. Children may not be left unattended anywhere in the storage facility. Any storage of a trolley owned by Shurgard inside a Storage Unit by Customer is prohibited under penalty of a fine of at least 30 GBP/day stored.

The Customer may not store Goods to the effect that the maximum load capacity of the floor is exceeded. The Customer is responsible to ascertain compliance herewith and needs to discuss the maximum load capacity with the store personnel.

Goods in the Storage unit must always be stacked in a safe way, without exercising pressure on the walls. Shurgard is not responsible and declines any liability for injury or damage caused by or to the Goods.

Shurgard shall be under no obligation to receive Goods for a Customer.

Article 6. Storage Unit and availability of the Storage Unit

6.1 At the later of

(i) the start of the Agreement and

(ii) the actual move-in date, the Storage Unit is provided by Shurgard and accepted by the Customer, in a good state without defects and clean.

6.2 Shurgard always has the right, at no extra charge to the Customer, to provide the Customer a different Storage Unit of a similar or bigger size.

6.3 If no Storage Unit of the agreed size is available on the agreed move-in date, Shurgard has the option

(i) to provide the Customer with another Storage Unit, which meets the Customers' requirements or

(ii) suspend the Agreement until a Storage unit of the agreed size becomes available. In the latter event the Customer's obligations by virtue of the storage agreement are suspended until the Storage Unit is made available to him and the Customer owes no charges up to the date on which a Storage Unit can be made available. In addition, as the sole remedy to the Customer, the Customer has the right to terminate the Agreement against full refund of the storage charges and fees paid. Shurgard is not liable for damage occurring to the Customer as a result of any delay in availability.

6.4 The Customer shall not be entitled to exclusive possession of any Storage Unit. Shurgard shall be entitled at any time to specify an alternative Storage Unit and may, subject to providing the Customer with at least 14 days advance notice require that the Customer move the Goods to such alternative Storage Unit.

Article 7. Prohibition of sharing and assignment

7.1 The Customer may not share the Storage Unit in full or in part.

7.2 The benefit of this Agreement is personal and Customer shall not be capable of assignment to any third party without the prior written approval of Shurgard. The right to occupy the Storage Unit can only be exercised by the Customer.

7.3 Shurgard is entitled to transfer its rights and obligations under the Agreement to any other company within the Shurgard Group without the prior approval of the Customer.

Article 8. Liability and exclusion of liability

8.1 The storage of the Goods in the Storage Unit is and remains always at the sole risk of the Customer. Shurgard shall not be liable for any damage to the Goods whatsoever nor shall Shurgard be liable for any property damage or for any economic loss of the Customer.

Shurgard provides no warranty to the Customer with regard to supervision of the storage facility or the Storage Unit or with regard to the security of the storage facility.

Shurgard shall take no step to check the Goods, verify that the Goods are suitable for storage in a Storage Unit or ensure that the Goods comply with relevant regulations or the terms and restrictions of this Agreement and Shurgard accepts no liability for any loss suffered by the Customer in the event that the storage of the Goods in the Storage Unit is inappropriate, unsafe or illegal.

8.2 Shurgard will always permit inspections or controls by the local, regulatory or criminal justice bodies or authorities in or on the Storage Unit when requested to do so and will not inform the Customer nor verify the rights of inspection. Shurgard shall not be liable for the consequences of any such inspection or control including (without limitation) any damage to the Goods and/or locks and fittings. The Customer is liable at all times with respect to Shurgard for any damage Shurgard could suffer as a result of these controls and inspections.

8.3 Customer shall indemnify Shurgard on a continuing basis against costs, claims, liabilities, damages or expenses which Shurgard suffers or incurs in connection with the use by the Customer of the Storage Unit including without limit any claims made by any third party or authority in connection with the misuse of a Storage Unit by the Customer.

8.4 Shurgard is not liable for indirect (or consequential) losses of the Customer including lost bargain, lost profit, lost opportunity, loss of anticipated savings or lost reputation or for any damage as a result of the activities of other Customers or of hindrances in the use of the Storage Unit caused by third parties.

8.5 Nothing in this agreement shall limit or exclude Shurgard's liability for death or personal injury arising as a result of Shurgard's negligence. For the remainder, Shurgard's liability will always be limited to the charges and fees payable by Customer under this Agreement.

8.6 The Customer agrees that given

(a) the availability of insurance to protect the value of the Goods,

(b) the fact that Shurgard has taken no steps to verify the Customer's usage of the Storage Unit,

(c) the fact that Shurgard has no means of evaluating the Customer's risk, and

(d) the potentially large difference between the charges and fees paid by Customer to Shurgard and the damage which the Customer may suffer, the exclusions and limitations of liability in this article 8 are fair and reasonable.

Article 9. Duty to insure

During the entire term of the Agreement the Customers shall insure the Goods for losses and damages under an all-risks insurance up to a level selected by the Customer but sufficient to cover the full value of the Goods. Failure to do so will mean that in the event of loss of the Goods due to any cause (including gross negligence of Shurgard) the loss shall be for the risk and account of the Customer.

In case such insurance is not subscribed through Shurgard, Customer agrees to obtain such insurance with a reputable insurance company. Such insurance must include a clause for the benefit of Shurgard under which all rights of recourse towards Shurgard, Shurgard's insurers and co-contractors are waived by the insurer. In addition, Customer shall be under the obligation to provide a certificate of evidence of his/her insurance at the time of concluding the Agreement. As long as such certificate has not been delivered, Customer must subscribe an all-risks insurance policy through Shurgard.

Customer will always hold Shurgard, Shurgard's insurers and co-contractors harmless and indemnified from any claims by the Customer's insurers for recourse against Shurgard.

Article 10. Maintenance and repairs

10.1 Shurgard may proceed at all times onto or into the Storage Unit to carry out (have carried out) activities and investigations for the purposes of maintenance, repair, redevelopment, repartitioning and renewal, including the installation of extra facilities.

10.2 Renovation and/or maintenance activities on the Storage Unit by Shurgard do not constitute any default by Shurgard, even if such renovation and/or the maintenance activities (temporarily) prevent or limit the use of the Storage Unit or entail access to the Shurgard Unit by Shurgard. The Customer must permit Shurgard the opportunity to carry out maintenance activities and the renovation on the Storage Unit and the Customer shall not be entitled to a reduced rental cost, the reduction of other payment obligations, the whole or partial dissolution of the agreement and/or any entitlement to damages as a result of such maintenance activities or renovation.

10.3 Customer will take all necessary measures to prevent causing damage to the Storage Unit and to the property of third parties. In the event of damage to any third party or Shurgard property, Shurgard is at all times entitled to conduct repairs at the expense of Customer. Customer agrees to the payment of any invoices for such repairs within seven (7) days of Shurgard sending such invoice.

10.4 In the event that Shurgard needs access to the Storage Unit for the purposes stated above, which requires access or vacation of a Storage Unit, Shurgard will, if time and the urgency permits, inform the Customer hereof and will request the Customer to move the Goods to another Storage Unit within a reasonable period of time. Failure to do so entitles Shurgard to access the Storage Unit and move the Goods in the Storage Unit by itself to another Storage Unit with due care but at the risk of the Customer.

Article 11. Shurgard and third party access

- 11.1 In the event of an emergency, Shurgard and its employees are entitled to enter the Storage Unit (without permission and warning to the Customer), if necessary by means of forced entry. The emergencies include any maintenance, repairs and renewal and any sudden occurrence of any situation necessitating urgent entry.
- 11.2 Furthermore, in the event that any local, national, regulatory or criminal justice body or authority requires access to any Storage Unit, Shurgard shall be entitled to grant itself and these authorities, at any moment, access to the Storage Unit.
- 11.3 Shurgard and its employees also have the right to remove the locks, enter the Storage Unit without permission and deny Customer access to the Storage Unit in the event that the Customer fails to comply with the terms of this Agreement or if Shurgard suspects that the Customer is not complying herewith. In particular, Shurgard has the right to deny Customer access to the Storage Unit and enter the Storage Unit in the event of late or non-payment of charges and fees due.
- 11.4 After entering the Storage Unit in accordance with this article 11, Shurgard has the right (but not an obligation) to make an inventory of the Goods.
- 11.5 Shurgard is under no obligation to verify the access rights of any person to a Storage Unit, including those of any local, national, regulatory or criminal justice body or authority. Shurgard accepts no liability for providing access to the Storage Unit to third parties.

Article 12. Non compliance with the Agreement and Termination

- 12.1 In the event that the Customer:
- (a) does not comply with any obligation imposed under law, local or national regulations or customs; or
 - (b) fails to comply with the terms of this Agreement (including any failure to make payment of charges and fees due); or
 - (c) is subject to any Insolvency Event (as set out in Article 12.2), then Shurgard has the right to terminate the Agreement at any time without notice and without prejudice to any of its rights and remedies and shall be entitled to payment of all losses, charges, fees and all other sums due hereunder.
- 12.2 The 'Insolvency Events' referred to in clause 12.1 are as follows:
- (a) in relation to a company or corporate entity, that entity:
 - (i) being unable to pay its debts or having no reasonable prospect of being able to pay them;
 - (ii) entering into liquidation;
 - (iii) passing a resolution for a creditors winding up;
 - (iv) entering into a composition in satisfaction of its debts or a scheme of arrangement with its creditors;
 - (v) suffering an application for an administration order in respect of it; or
 - (vi) suffering the appointment of an administrator, receiver or administrative receiver;
 - (vii) suffering any event or circumstance in any jurisdiction similar to those set out in article 12.2 (a) (i) – (vi) inclusive.
 - (b) in relation to a natural person, that person:
 - (i) being unable to pay his debts or having no reasonable prospect of being able to pay them;
 - (ii) having a bankruptcy petition presented against him;
 - (iii) entering into a composition in satisfaction of his debts or a scheme of arrangement of his affairs;
 - (iv) suffering the appointment of a receiver or interim receiver;
 - (v) suffering any event or circumstance in any jurisdiction similar to those set out in article 12.2 (b) (i) – (iv) inclusive
- 12.3 In the event of termination of this Agreement the Customer will be informed and must collect the Goods within 14 days of such notification. If the Customer fails to collect the Goods then Shurgard may exercise any of the rights set out in article 4.8 including the right to sell or dispose of the Goods.
- 12.4 The Customer shall reimburse to Shurgard all actually incurred costs of Shurgard in connection with debt collection and enforcement of the Agreement, with a minimum of 200 GBP for amounts up to 800 GBP to be increased with 80 GBP for each multiple of 400 GBP over and above 800 GBP.

Article 13. End of the Agreement

- 13.1 At the end of the Agreement, Customer must return the Storage Unit to Shurgard clean, tidy and unlocked and in the same condition as at the commencement date of the Agreement (normal wear and tear is taken into account) and, if in default thereof, shall reimburse Shurgard the costs expended by Shurgard in making good any damage caused by Customer.
- 13.2 Customer must remove all Goods in the Storage Unit.
- 13.3 All Goods left behind by the Customer after the ending of the Agreement will be considered as either transferred by the Customer to Shurgard or abandoned by the Customer (*res derelicta*) as decided by Shurgard. The goods and items will be

removed at the expense of the Customer (with a minimum of 50 GBP/m³). Customer remains fully liable for all costs and damage resulting from leaving the Goods. Shurgard is hereby granted full authority by Customer to sell Customer's Goods.

Article 14. Notices, change of address

- 14.1 From the start date of the Agreement, Shurgard may, at its own discretion, issue any notice or communication to the Customer either by post (at the address indicated in the Agreement) or by email or other electronic means (at the email or other electronic address provided by the Customer).
- 14.2 The Customer must inform Shurgard in writing of a change of its postal or electronic address and telephone number prior to any such change taking effect.

Article 15. Privacy

- 15.1 The Customer's personal data are processed by Shurgard as the data controller under the applicable data protection laws, and in accordance with the rules defined in the Shurgard Privacy Policy (available on-line or in print if requested at any store). This Policy defines the reasons why Shurgard processes the personal data, the rights of the Customer vis-à-vis the personal data and other important aspects of the way Shurgard processes that personal data.
- 15.2 The Customer's data as kept in the files of Shurgard are and remain Shurgard's sole and exclusive property, without prejudice to the applicable data protection laws.

Article 16. Applicable law and competent court

- 16.1 The Courts where the Storage Unit is established have jurisdiction to settle any disputes that may arise out of or in connection with this Agreement, without prejudice to the right of Shurgard to bring suit at another Court which has jurisdiction under the applicable law.
- 16.2 The laws of the country or area where the Storage Unit is located are exclusively applicable to this agreement.

Article 17. General

- 17.1 If a part of the Agreement is null and void or subject to annulment, the validity of all and any other part of the Agreement remains unaffected. Any void or annulled clause will be replaced by a valid clause that will most closely correspond to the clause previously agreed by the parties before the parties became aware of such nullity or nullification.
- 17.2 Customer understands and accepts these general terms and conditions of storage and the Customer accepts that these terms are available to the Customer in print and in an on-line manner on Shurgard's website. Shurgard has the right to modify these general terms and conditions of storage (Customer will be informed on any changes before implementation via mail, email or the Shurgard website). Modified general terms and conditions are applicable 30 days after notice is received from Shurgard or website posted. Customer is considered to be in agreement with any such changes if the Customer has not informed Shurgard in writing within the stated 30 days period. In the event of a proposed change to the general terms and conditions, Customer is entitled to end the Agreement as of the commencement date of the amended general terms and conditions (taking however into account a minimum notice period of 15 days).
- 17.3 Where two or more customers constitute the Customer, all obligations shall be joint and several.
- 17.4 US Patriot Act - Customer represents and warrants that he is not, is not owned or under the control of a person or entity that is, and is not located or operating in any country that is
- (i) listed on the Specially Designated Nationals and Blocked Persons List of the Office of Foreign Assets Control in the United States Department of the Treasury, or in any other anti-money laundering legislation, regulation or order administered by the Office of Foreign Assets Control in the United States Department of the Treasury, or
 - (ii) prohibited from entering this agreement by Executive Order 13224, the USA Patriot Act, the Trading with the Enemy Act or the foreign asset control regulations of the United States Treasury Department.

Annex I. Model withdrawal form

To Shurgard UK Limited, Ground Floor Egerton House, Baker Street, Weybridge, Surrey, KT138AL (via post or by email at info@shurgard.co.uk)
I hereby give notice that I withdraw from the Shurgard storage agreement, ordered on [date],
[Name of Customer],
[Address of Customer],
[Signature of Customer]
[Date]