

GENERAL TERMS AND CONDITIONS - STORAGE LICENSE

Applicable to all **Shurgard** locations **except** Ashford, Basingstoke, Broadstairs, Cardiff, Crawley, Crayford, Dover, Exeter, Gloucester, Hemel Hempstead, Horsham, Kettering, Oldbury, Portsmouth, Swindon, and Wolverhampton.

For the General Terms and Conditions applicable to Ashford, Basingstoke, Broadstairs, Cardiff, Crawley, Crayford, Dover, Exeter, Gloucester, Hemel Hempstead, Horsham, Kettering, Oldbury, Portsmouth, Swindon, and Wolverhampton please refer to **page 7**.

The Storage Licenses are granted by Shurgard to the Private Customer for a minimum initial period of 1 month (subject to the 14 day right of withdrawal where the Private Customer purchases services from Shurgard online or over the phone as set out in Article 4.5 of these Storage Licence General Terms and Conditions). After that, the Storage License will automatically renew for an indefinite duration. If the Private Customer does not consent to automatic renewal, the Private Customer must notify Shurgard of this by writing to us or by e-mail in accordance with article 3 of these Storage License General Terms and Conditions, giving a notice period of at least fifteen (15) days. Once the Storage License automatically renews, the Private Customer has the right to always terminate the Storage License, at no cost, by notifying Shurgard of this by writing to us or by e-mail in accordance with article 3 of these Storage License General Terms and Conditions and observing a notice period of at least fifteen (15) days.

Article 1. Scope and definition

These storage license general terms and conditions are applicable to all Self Storage Licenses granted by a company of the Shurgard Group, hereinafter called '**Shurgard**' on the one hand, to parties occupying 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. These storage license general terms and conditions also apply to, and govern the use of, the Shurgard app (the '**Mobile App**') as described below. Where applicable in these Storage License 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 storage space, product or service is called '**the Storage Unit**' and the Self Storage License including these Storage License General Terms and Conditions is hereinafter called '**the License Agreement or the Storage License**'. 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 license to occupy and use the Storage Unit in accordance with the terms of the License 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 License 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 License 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 License 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 shall be liable for and fully compensate Shurgard in relation to 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 License 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 Storage License gives neither party any right or an entitlement to a price adjustment.
- 2.5 Customer will comply with the provisions of this License Agreement, the law and local regulations and the instructions of the local and national authorities or the utility companies.

- 2.6 Customer acknowledges and accepts full responsibility and liability for all acts of persons who Customer grants 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):**
 - jewellery, gemstones, precious metals, fur, art objects, collection pieces or irreplaceable objects, objects with an emotional or special value,
 - cash money, coins, 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 third-party insurance cover to be maintained by the Customer at all times in accordance with article 9 of these Storage License 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



Xn/Xi / 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 be liable for and fully compensate 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 License Agreement.

2.11 In the event that Customer is suspected of being in violation of this License 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 2bis. Using Shurgard Mobile App

2bis.1 The Mobile App shall be provided to all customers who agree to be bound by these Storage License General Terms (including but not limited to this article 2bis) in order to:

- obtain touchless access to a Shurgard storage facility using, where applicable, their geolocation data ("**Touchless Access**"); and
- for customers already having a Storage License granted by Shurgard only: create an account (the "**Mobile App Account**") allowing them to access different features in relation to their Storage License as set out in article 2bis.12 (the "**Mobile App Services**"), as amended by Shurgard from time to time in accordance with article 2bis.3 below.

2bis.2 Use of the Mobile App is mandatory, and the Customer must use the Mobile App and create a Mobile App Account in order to benefit from the Storage License.

2bis.3 Shurgard has the right to modify, add, or remove any feature of the Mobile App without prior notification to the Customer to reflect any changes to the Mobile App Services or changes needed to reflect changes in the law. For the sake of clarity, any such change to the Mobile App does not entail a change to any Storage License in place, or a change to these Storage License General Terms, which remain subject to the rules set out under article 16.2.

2bis.4 In order to access the Mobile App, the Customer must agree to the current version of these Storage License General Terms.

Touchless Access

2bis.5 Touchless Access allows the Customer to open the doors, gates and (where applicable) elevators of its storage facility without entering the keypad code when the Customer is located near the Storage Unit.

2bis.6 In order to be able to use Touchless Access, the Customer must allow Bluetooth access to the Mobile App, add the Shurgard self-storage center located in the area of the Storage Unit and enter the access code of the Storage Unit. For Android devices, the operating system may require that the device's location services be enabled to permit connection to Shurgard's on-site systems; Shurgard does not collect or store the Customer's geolocation data for Touchless Access.

2bis.7 The Customer may allow the Mobile App to have access to its GPS data in order to automatically find the closest Shurgard self-storage center.

2bis.8 The Customer may be provided with specific codes to be shared with third party guest users to the extent and in accordance with the use authorized by Shurgard. The Customer understands and agrees in all cases that the Customer remains fully liable to Shurgard for the correct performance of the Storage License even if any breach committed is attributable to such third party user.

Account Creation and Services

2bis.9 In order to use the Mobile App Services, the Customer must create a Mobile App Account, it being agreed that only customers who have an existing License Agreement with Shurgard can create an Mobile App Account.

2bis.10 In order to create a Mobile App Account, Customer must first identify itself by (i) logging in via its Apple, Google, Facebook or email account; (ii) entering its "Unique Mobile App Token", which appears on Shurgard invoices, and (iii) choosing its profile name/alias name (the "**Identification Process**"). Depending on the Customer's location, the Customer may be required to re-confirm its identity given under the License Agreement through the Identification Process.

2bis.11 The Customer may create several Mobile App Accounts using the same credentials, for purposes determined by the Customer (such as having one professional and one private account).

2bis.12 The Mobile App Services currently offered to the Customer having created a Mobile App Account are as follows:

- the Customer can consult and pay Shurgard's invoices via the Mobile App as described in articles 4.11 and 4.12 below;
- the Mobile App gives information regarding the Storage Unit(s) rented by the Customer including the identification number of the Storage Unit(s), the type of access to the Storage Unit(s), the availability of heating in the Storage Unit(s), the size of the Storage Unit(s), the monthly storage license fees paid and the move out date; and
- the Customer can view its Mobile App Account and consult and update, as required, information about its (i) profile, such as the chosen communication language, alias name, e-mail address, phone number and address; (ii) chosen payment method; (iii) invoice settings and (iv) Mobile App settings regarding the used language, geolocation services, Bluetooth services, TouchID/FaceID services and Haptic vibration.

Disclaimer regarding the Mobile App

2bis.13 Subject to Article 8.6, the non-Private Customer acknowledges that the Mobile App has not been developed to meet the non-Private Customer's individual requirements and that it is therefore the non-Private Customer's responsibility to verify that the facilities and functions of the Mobile App (including the Mobile App Services) meet its requirements as described on the app marketplace, Shurgard's website and/or in the body of these Storage License General Terms. Shurgard provides the Mobile App to non-Private Customers on an "as-is" basis and makes no representation or warranties of any kind, express or implied, including, without limitation, warranties of merchantability, fitness for a particular purpose, non-infringement or as regards the correct, error-free or uninterrupted operation of the Mobile App (including the Mobile App Services). The non-Private Customer is also aware that the Mobile App, the Mobile App Services and/or the Mobile App's content are subject to change or termination without notice. To the full extent permissible by law, Shurgard furthermore disclaims, with respect to non-Private Customers only, all warranties, express or implied, with regard to the quality, fitness for a particular purpose and non-infringement of the content, products or the Mobile App Services contained on the Mobile App. Shurgard therefore assumes no responsibility or liability towards non-Private Customers as regards the Mobile App (including the Mobile App Services), its availability nor the correctness of the data in the Mobile App (including the Mobile App Services) and, any and all liability for direct or indirect damages of Shurgard in respect to non-Private Customers in relation to the Mobile App (including the Mobile App Services) is hereby expressly

excluded. The non-Private Customer acknowledges that the non-Private Customer's use of the Mobile App and the Mobile App Services is at its own risk.

Article 3. Term of the Storage License

- 3.1 Unless otherwise agreed under the special conditions (and subject to Private Customer's right of withdrawal set out at Article 4.5), a License Agreement is concluded for an initial minimum period of one (1) month. After this initial minimum one (1) month period, the License Agreement will continue for an indefinite period and either party may at will terminate it at any time in writing by sending an ordinary letter or e-mail subject to a minimum written notice of fifteen (15) days. The termination will become effective at the end of the current monthly invoicing period, provided that the written notice was provided at least fifteen (15) days before the end of the current monthly invoicing period. In the event that such notice is given less than fifteen (15) days before the end of the current monthly invoicing period, the License Agreement will terminate at the end of the next monthly invoicing period and the Customer shall be invoiced for an additional month's storage license fees.
- 3.2 Customer acknowledges that any License Agreement entered into with Shurgard will not come into force until: (i) the Customer identifies himself/herself either online or at Shurgard's premises no later than on the move-in date to be defined in the License Agreement; and (ii) the identification process yields a positive outcome. If Customer fails to comply with these conditions, the License Agreement will not come into force and Shurgard shall refund the full amount paid by the Customer in that connection.

Article 4. Payment of license charges and fees

4.1 License charges and fees

All storage license charges and fees will be invoiced by Shurgard monthly together with any VAT payable (where applicable).

Upon conclusion of the License Agreement, Customer must:

- (i) pay the first invoice comprising all license charges, service fees and costs related to the first month's use of the Storage Unit;
- (ii) purchase a unique secure cylinder lock (unless Customer already purchased a lock at Shurgard); and
- (iii) pay a one-off registration fee (only for new Customers).

Upon conclusion of the License Agreement, Shurgard can request Customer to also pay a deposit at least equivalent to one month's license charge as a guarantee for correct compliance with the Storage License. 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 deems it necessary to draw upon the deposit, Customer must then immediately supplement the deposit to the sum for which it was originally provided.

No interest is paid on any deposit paid.

- 4.2 The license charges will remain unchanged for the first six (6) months of the License 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 ("Notice Period"). If a Private Customer does not agree with the reviewed charges and fees, they may terminate the License Agreement, without costs, during this Notice Period and the termination of the License Agreement will then be effective as from the end of that Notice Period.

4.3 Payment methods

a) Customer must pay upfront the License charges and fees invoiced in relation to the first month's use of the Storage Unit by any of the following means:

- (i) the online payment methods made available by Shurgard through its dedicated web platform (e-Rental), as may be updated from time to time; or
- (ii) bank cards payment means that are available at the Site where the Storage Unit to be used by Customer is located.

b) Customer also undertakes to pay all subsequent invoices to be issued by Shurgard for the use of the Storage Unit no later than on the start date of the period to which they relate (anniversary billing principle) and on the recurring interval(s) to be specified to Customer. To this end, Customer agrees to grant Shurgard the right to directly collect any amounts to be invoiced as license charges and fees using the same method of payment as the one provided for when the License Agreement was initially concluded.

c) Customer further acknowledges that Shurgard is entitled not to renew the License Agreement at the end of the month, should Customer decide to cancel the right granted to Shurgard to directly collect invoiced license charges and fees via their preferred recurring method of payment.

d) Shurgard is in no way responsible for the technical processing of the payment itself nor for ensuring the actual execution of the payment. The payment of license charges and fees is operated by and via the secured interface platform of a duly authorized third-party company (the "Payment Processor"). The Payment Processor remains solely responsible for and guarantees the certification of the interface platform as well as the security of the data pertaining to the payment transactions made between Customer and Shurgard and which are used, processed or stored in the name and on behalf of Shurgard.

e) Customer must personally bear the costs applied by their financial institution for transferring the amount of the license charges and fees to Shurgard.

4.4 Customer rights in case of cancellation and withdrawal

Subject to Article 4.5, Customer acknowledges and agrees that in the event of a modification or cancellation of the License Agreement prior to move-in date, Customer will owe Shurgard an amount equal to 15 days of the invoiced license

charges and fees. The remainder of the license charges and fees initially paid upon the conclusion of the License Agreement shall be refunded by Shurgard as soon as possible. However, any such refund will never happen by means of cash.

- 4.5 Article 4.4 does not apply to the extent that it conflicts with Private Customers' right of withdrawal, as set out in this Article 4.5. Where Private Customer enters into this License Agreement online or over the phone, Private Customer has the right to withdraw from the License Agreement within fourteen (14) days from the day of the conclusion of the License Agreement without giving any reason and without incurring the costs set out in Article 4.4. 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 (we prefer via post or by email at info@shurgard.co.uk)) of its decision to withdraw from the License Agreement. Private Customer can use the attached model withdrawal form (Annex I) or can communicate its decision by any other clear unequivocal statement. 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 License Agreement, Shurgard shall reimburse to Private Customer all payments received from Private Customer, without undue delay and in any event within 14 days of withdrawal. 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 to Shurgard its withdrawal from the License Agreement, in comparison with the full coverage of the License Agreement.

4.6 Invoicing

Shurgard may, at its own discretion, proceed with the paper or electronic invoicing of the monthly license 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 Late payment

If the payment of the monthly license 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 a penalty late charge of 20 GBP after the 1st reminder notice and a penalty late charge of 50 GBP after each subsequent reminder notice.

- 4.8 If any license charge or fee due under this License Agreement is not paid within 30 days of the due date Shurgard will be entitled to the following additional rights:

- (a) to break the existing lock on the Storage Unit and install a new one,
- (b) 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,

- (c) 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,

- (d) to terminate the Customer's right to use a Storage Unit and to charge in the meantime a monthly occupancy fee for an amount equal to the monthly license charge and to treat the Goods as abandoned.

- 4.9 If any license charge or fee due under this License 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 License 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 license 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 license charges, fee's 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.

- 4.11 The Mobile App allows the Customer to manage the payment of invoices issued by Shurgard. Customer can pay the invoices using the payment methods that are made available through the Mobile App.

- 4.12 Customer may activate the "autopay" option via the Service Provider (as defined below) in order to allow direct debit payment for all invoices issued by Shurgard.

- 4.13 Shurgard is in no way responsible for the technical processing of the payment itself nor for ensuring the actual execution of the payment. The payment services are operated by and via the interface of an external third-party service provider (the "Service Provider"), which is solely responsible for and guarantees the certification of the platform and the security of the data relating to the means of payment proposed to the Customer, and which the Service Provider uses, processes or stores in the name and on behalf of Shurgard.

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 unauthorized 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, which may be obtained via the Mobile App in accordance with article 2bis.8. 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 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 or the Touchless Access functionality. 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.

Except for guide or service animals, animals are not allowed anywhere in the storage facility.

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 License 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 License Agreement until a Storage Unit of the agreed size becomes available. In the latter event the Customer's obligations by virtue of the Storage License 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 License Agreement against full refund of the license 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 Storage License 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 Storage License to any other company within the Shurgard Group without the prior approval of the Customer.

Article 8. Liability

8.1 Shurgard is committed to providing safe and secure storage. If Goods are damaged or stolen whilst in the Storage Unit Shurgard will accept liability for the Customer's loss up to a maximum of 50 GBP (subject to Article 8.4 below).

8.2 Shurgard will not check or catalogue the Goods or record any information about their value. Shurgard will not 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 Storage License.

8.3 If the value of the Goods in a Storage Unit exceeds 50 GBP, then the Customer **must:**

a) contact a third-party insurance provider or broker to arrange a contents insurance for the Goods in accordance with Article 9 below; or

b) opt for the SHURProtect solution in accordance with Article 8.4.

It is the Customer's responsibility to comply with this Article. If the Customer fails to do so, Shurgard will not, in any circumstances, be liable to the Customer.

8.4 The Customer may request the SHURProtect solution and benefit from an increased protection in case of any theft of, or damage to the Goods, customized to customer's needs as per customer's choice without however ever exceeding 15,000 GBP (the **SHURProtect Maximum**). Where the Customer requests for the SHURProtect solution, the total license fee Customer must pay to Shurgard will increase. The Customer must choose a SHURProtect Maximum that reflects the value of Customer's Goods in the Storage Unit. The fee payable by the Customer to Shurgard will depend on the SHURProtect Maximum chosen by the Customer.

8.5 Shurgard accepts no liability for any loss suffered by the Customer >

a) that is caused or exacerbated by the Customer; or

b) in the event that the manner of storage of the Goods by the Customer in the Storage Unit is inappropriate, unsafe, illegal or not in line with clause 2.9.

8.6 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. Irrespective of the Customer having opted for the SHURProtect solution, 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.

8.7 Customer shall be liable for and fully compensate Shurgard for all costs, claims, liabilities, damages or expenses which Shurgard suffers or incurs in connection with the use by the Customer of the Storage Unit or the Mobile App (including the Mobile App Services) including without limit any claims made by any third party or authority in connection with the misuse of a Storage Unit or the Mobile App (including the Mobile App Services) by the Customer.

8.8 The Customer must notify Shurgard immediately on becoming aware of any theft of, or damage to, the Goods. Failure to do so will limit or remove the Customer's ability to make a request for compensation from Shurgard.

8.9 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, except that Shurgard may, under the SHURProtect option provide compensation for indirect losses up to a maximum of 20% of the SHURProtect Maximum.

8.10 Nothing in this Storage License shall limit or exclude Shurgard's liability for death or personal injury arising as a result of Shurgard's negligence.

8.11 The Customer agrees that given:

(a) the availability of third-party insurance to protect the value of the Goods and the availability of the SHURProtect solution from Shurgard,

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

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

(d) the potentially large difference between the license charges and fees paid by Customer to Shurgard and the damage which the Customer may suffer, it is the Customers responsibility to ensure that the Goods are adequately protected in accordance with Article 8.3 above.

8.12 In order to make a request for compensation of damages or losses from Shurgard pursuant to this Article 8 the Customer will need to provide evidence of the loss that they have suffered, including:

- a) Evidence that the Goods were stored in the Customer's Storage Unit; and
 - b) Evidence of the reduction in value of the Goods, resulting from Shurgard's failure to provide the service (including evidence of the original value of the Goods and evidence of the damage, theft, etc).
- 8.13 In case of damage or loss, the Customer is entitled to a compensation of the cost of replacement, repair or the fair value of the goods, whichever is lower and without exceeding the SHURProtect Maximum chosen by the Customer. If, at the time of the loss, the actual total value of the stored goods is greater than the SHURProtect Maximum chosen by the Customer, compensation will be adjusted proportionally. The compensation will therefore be calculated as follows:
(Declared SHURProtect Maximum ÷ Actual total value of the stored goods) x Amount of the loss. (Example: if the SHURProtect Maximum chosen by the Customer is £2,000 and the actual total value of the stored goods is £6,000, and the amount of loss is £5,000 the compensation will be $(2,000 \div 6,000) \times 5,000 = \text{£}1,666.67$). Irrespective of the SHURProtect Maximum chosen by the Customer, the Customer shall never be entitled to a Compensation in excess of 700 GBP for watches, jewellery, precious stones and stamps of all kinds per unit; 35 GBP per bottle of wine or spirits; also in case of loss of, destruction of or damage to, elements that form a pair or a part of a whole, Customer will only be able to request for compensation for the actual parts which are lost or damaged.

Article 9. Third party insurance / SHURProtect

- 9.1 The Customer agrees and acknowledges that Shurgard is unable to provide, arrange or advise on insurance for the Goods in the Storage Unit.
- 9.2 However, the Customer may obtain a third party contents insurance for the Goods in the Storage Unit. It is the Customer's responsibility to ensure that this insurance is sufficient to cover both the full value of the Goods and all risks that might impact 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.
- 9.3 Where the Customer obtains third party contents insurance, the Customer agrees to do so 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. Shurgard may require the Customer to provide a certificate of evidence of his/her third-party insurance at the time of concluding the License Agreement. Or, as long as such certificate has not been delivered, Shurgard may, at its discretion, require the Customer to opt for the SHURProtect solution in accordance with Article 8.
- 9.4 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 Storage 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 license cost, the reduction of other payment obligations, the whole or partial dissolution of the License Agreement and/or any entitlement to damages as a result of such maintenance activities or renovation unless carried out negligently by Shurgard or in breach of this Storage License.
- 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 Storage License 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 license 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 License 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 License 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 License 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 License 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 and 4.9 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 License 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 License Agreement

- 13.1 At the end of the License 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 License 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 License 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 License Agreement, Shurgard may, at its own discretion, issue any notice or communication to the Customer either by post (at the address indicated in the License 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.
- 14.3 Customer can also contact Shurgard by filling in the online form available in the 'help' section of the Mobile App.

Article 15. Applicable law and competent court

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

Article 16. General

- 16.1 If a part of the License Agreement is null and void or subject to annulment, the validity of all and any other part of the License 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.
- 16.2 Customer understands and accepts these storage license general terms and conditions and the Customer accepts that these terms are available to the Customer in print and in an on-line manner on Shurgard's website and the Mobile App. Shurgard has the right to modify these storage license general terms and conditions to reflect any changes to the services Shurgard provide or changes needed to reflect changes in the law.(Customer will be informed on any changes before implementation via mail, email, the Shurgard website or, where applicable, the Mobile App). Modified storage license general terms and conditions are applicable 30 days after notice is received from Shurgard or website posted or, where applicable, posted on the Mobile App. 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 storage license general terms and conditions, Customer is entitled to end the Storage License Agreement as of the commencement date of the amended storage license general terms and conditions (taking however into account a minimum notice period of 15 days).

- 16.3 Where two or more customers constitute the Customer, all obligations shall be joint and several.
- 16.4 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 for Private Customers

See the document Annex I - Model Withdrawal Form to be found on www.shurgard.com/en-gb/legal. If you wish to withdraw from the Licence Agreement, this Form can be completed and returned to:

Shurgard UK Limited, Ground Floor Egerton House, Baker Street, Weybridge, Surrey, KT138AL via post or by email at: info@shurgard.co.uk.

GENERAL TERMS AND CONDITIONS - STORAGE SERVICES CONTRACT

Applicable to the locations Ashford, Basingstoke, Broadstairs, Cardiff, Crawley, Crayford, Dover, Exeter, Gloucester, Hemel Hempstead, Horsham, Kettering, Oldbury, Portsmouth, Swindon, and Wolverhampton.

For the General Terms and Conditions applicable to other Shurgard locations, please refer to **page 1**.

The Contracts for the provision of Storage Services are entered into between Shurgard and the Private Customer for a minimum initial period of 1 month (subject to the 14 day right of withdrawal where the Private Customer purchases services from Shurgard online or over the phone as set out in Article 4.5 of these General Terms and Conditions). After that, the Contract for the provision of Storage Services will automatically renew for an indefinite duration. If the Private Customer does not consent to automatic renewal, the Private Customer must notify Shurgard of this by writing to us or by e-mail in accordance with article 3 of these General Terms and Conditions, giving a notice period of at least fifteen (15) days.

Once the Contract for the provision of Storage Services automatically renews, the Private Customer has the right to always terminate the Contract for the provision of Storage Services, at no cost, by notifying Shurgard of this by writing to us or by e-mail in accordance with article 3 of these General Terms and Conditions and observing a notice period of at least fifteen (15) days.

Article 1. Scope and definition

These general terms and conditions of storage are applicable to the Self Storage contracts for the provision of Storage Services concluded 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. These general terms and conditions also apply to, and govern the use of, the Shurgard app (the **"Mobile App"**) as described below. 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 Contract for the provision of Storage Services including these General Terms and Conditions is hereinafter called **'the Contract'** or **'Storage Services Contract'**. 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 enters into a Contract for the provision of Storage Services with Customer. Customer has the right to use a Storage Unit in accordance with the terms of the Contract for the sole purpose of storing permitted Goods. Customer may not use the Storage Unit for another purpose.

The Customer can occupy the Storage Unit (subject to the terms and conditions which follow) and nothing in this Contract 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 Contract 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 Contract, Customer warrants having sole legal and beneficial title to the Goods and accepts any and all liability in connection with the Goods. The Customer shall be liable for and fully compensate Shurgard in relation to 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 Contract. 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.

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 Contract gives neither party any right or an entitlement to a price adjustment.

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

2.6 Customer acknowledges and accepts full responsibility and liability for all acts of persons who Customer grants 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):**

- jewellery, gemstones, precious metals, fur, art objects, collection pieces or irreplaceable objects, objects with an emotional or special value,
- cash money, coins, 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 third-party insurance cover to be maintained by the Customer at all times in accordance with 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



Xn/Xi / 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 be liable for and fully compensate 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 Contract.
- 2.11 In the event that Customer is suspected of being in violation of this Contract, 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 2bis. Using Shurgard Mobile App

- 2bis.1 The Mobile App shall be provided to all customers who agree to be bound by these General Terms (including but not limited to this article 2bis) in order to:
- obtain touchless access to a Shurgard storage facility using, where applicable, their geolocation data ("**Touchless Access**"); and
 - for customers already having a Storage Services Contract in place with Shurgard only: create an account (the "**Mobile App Account**") allowing them to access different features in relation to their Storage Services Contract as set out in article 2bis.12 (the "**Mobile App Services**"), as amended by Shurgard from time to time in accordance with article 2bis.3 below.
- 2bis.2 Use of the Mobile App is mandatory, and the Customer must use the Mobile App and create a Mobile App Account in order to benefit from the Storage Services Contract.

2bis.3 Shurgard has the right to modify, add, or remove any feature of the Mobile App without prior notification to the Customer to reflect any changes to the Mobile App Services or changes needed to reflect changes in the law. For the sake of clarity, any such change to the Mobile App does not entail a change to any Storage Services Contract in place, or a change to these General Terms, which remain subject to the rules set out under article 16.2.

2bis.4 In order to access the Mobile App, the Customer must agree to the current version of these General Terms.

Touchless Access

2bis.5 Touchless Access allows the Customer to open the doors, gates and (where applicable) elevator of its storage facility without entering the keypad code when the Customer is located near the Storage Unit.

2bis.6 In order to be able to use Touchless Access, the Customer must allow Bluetooth access to the Mobile App, add the Shurgard self-storage center located in the area of the Storage Unit and enter the access code of the Storage Unit. For Android devices, the operating system may require that the device's location services be enabled to permit connection to Shurgard's on-site systems; Shurgard does not collect or store the Customer's geolocation data for Touchless Access.

2bis.7 The Customer may allow the Mobile App to have access to its GPS data in order to automatically find the closest Shurgard self-storage center.

2bis.8 The Customer may be provided with specific codes to be shared with third party guest users to the extent and in accordance with the use authorized by Shurgard. The Customer understands and agrees in all cases that the Customer remains fully liable to Shurgard for the correct performance of the Storage Services Contract even if any breach committed is attributable to such third party user.

Account Creation and Services

2bis.9 In order to use the Mobile App Services, the Customer must create a Mobile App Account, it being agreed that only customers who have an existing Storage Services Contract with Shurgard can create a Mobile App Account.

2bis.10 In order to create a Mobile App Account, Customer must first identify itself by (i) logging in via its Apple, Google, Facebook or email account; (ii) entering its "Unique Mobile App Token", which appears on Shurgard invoices, and (iii) choosing its profile name/alias name (the "**Identification Process**"). Depending on the Customer's location, the Customer may be required to re-confirm its identity given under the Storage Services Contract through the Identification Process.

2bis.11 The Customer may create several Mobile App Accounts using the same credentials, for purposes determined by the Customer (such as having one professional and one private account).

2bis.12 The Mobile App Services currently offered to the Customer having created a Mobile App Account are as follows:

- the Customer can consult and pay Shurgard's invoices via the Mobile App as described in articles 4.11 and 4.12 below;
- the Mobile App gives information regarding the Storage Unit(s) provided to the Customer including the identification number of the Storage Unit(s), the type of access to the Storage Unit(s), the availability of heating in the Storage Unit(s), the size of the Storage Unit(s), the monthly Contract fees paid and the move out date; and
- the Customer can view its Mobile App Account and consult and update, as required, information about its (i) profile, such as the chosen communication language, alias name, e-mail address, phone number and address; (ii) chosen payment method; (iii) invoice settings and (iv) Mobile App settings regarding the used language, geolocation services, Bluetooth services, TouchID/FaceID services and Haptic vibration.

Disclaimer regarding the Mobile App

2bis.13 Subject to Article 8.6, the non-Private Customer acknowledges that the Mobile App has not been developed to meet the non-Private Customer's individual requirements and that it is therefore the non-Private Customer's responsibility to verify that the facilities and functions of the Mobile App (including the Mobile App Services) meet its requirements as described on the app marketplace, Shurgard's website and/or in the body of these General Terms. Shurgard provides the Mobile App to non-Private Customers on an "as-is" basis and makes no representation or warranties of any kind, express or implied, including, without limitation, warranties of merchantability, fitness for a particular purpose, non-infringement or as regards the correct, error-free or uninterrupted operation of the Mobile App (including the Mobile App Services). The non-Private Customer is also aware that the Mobile App, the Mobile App Services and/or the Mobile App's content are subject to change or termination without notice. To the full extent permissible by law, Shurgard furthermore disclaims, with respect to non-Private Customers only, all warranties, express or implied, with regard to the quality, fitness for a particular purpose and non-infringement of the content, products or the Mobile App Services contained on the Mobile App. Shurgard therefore assumes no responsibility or liability towards non-Private Customers as regards the Mobile App (including the Mobile App Services), its availability nor the correctness of the data in the Mobile App (including the Mobile App Services) and, any and all liability for direct or indirect damages of Shurgard in respect to non-Private Customers in relation to the Mobile App (including the Mobile App Services) is hereby expressly excluded. The non-Private Customer acknowledges that the non-Private Customer's use of the Mobile App and the Mobile App Services is at its own risk.

Article 3. Term of the Storage Services Contract

- 3.1 Unless otherwise agreed under the special conditions (and subject to Private Customer's right of withdrawal set out at Article 4.5), a Storage Services Contract is concluded for an initial minimum period of one (1) month. After this initial minimum one (1) month period, the Contract for the provision of Storage Services will continue for an indefinite period and either party may at will terminate it at any time in writing by sending an ordinary letter or e-mail subject to a minimum written notice of fifteen (15) days. The termination will become effective at the end of the current monthly invoicing period, provided that the written notice was provided at least fifteen (15) days before the end of the current monthly invoicing period. In the event that such notice is given less than fifteen (15) days before the end of the current monthly invoicing period, the Storage Services Contract will terminate at the end of the next monthly invoicing period and the Customer shall be invoiced for an additional month's storage.
- 3.2 Customer acknowledges that any Storage Services Contract entered into with Shurgard will not come into force until: (i) the Customer identifies himself/herself either online or at Shurgard's premises no later than on the move-in date to be defined in the Storage Services Contract; and (ii) the identification process yields a positive outcome. If Customer fails to comply with these conditions, the Storage Services Contract will not come into force and Shurgard shall refund the full amount paid by the Customer in that connection.

Article 4. Payment of the Contract charges and fees

4.1 Contract charges and fees

All Contract charges and fees will be invoiced by Shurgard monthly together with any VAT payable (where applicable).

Upon conclusion of the Storage Services Contract, Customer must:

- (i) pay the first invoice comprising all Contract charges, service fees and costs related to the first month's use of the Storage Unit;
- (ii) purchase a unique secure cylinder lock (unless Customer already purchased a lock at Shurgard); and
- (iii) pay a one-off registration fee (only for new Customers).

Upon conclusion of the Storage Services Contract, Shurgard can request Customer to also pay a deposit at least equivalent to one month's Contract charge as a guarantee for correct compliance with the Storage Services Contract. 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 deems it necessary to draw upon the deposit, Customer must then immediately supplement the deposit to the sum for which it was originally provided.

No interest is paid on any deposit paid.

- 4.2 The Contract charges will remain unchanged for the first six (6) months of the Storage Services Contract. 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 ("Notice Period"). If a Private Customer does not agree with the reviewed charges and fees, they may terminate the Storage Services Contract, without costs, during this Notice Period and the termination of the Storage Services Contract will then be effective as from the end of that Notice Period.

4.3 Payment methods

a) Customer must pay upfront the Contract charges and fees invoiced in relation to the first month's use of the Storage Unit by any of the following means:

- (i) the online payment methods made available by Shurgard through its dedicated web platform (e-Rental), as may be updated from time to time; or
- (ii) bank cards payment means that are available at the Site where the Storage Unit to be used by Customer is located.

b) Customer also undertakes to pay all subsequent invoices to be issued by Shurgard for the use of the Storage Unit no later than on the start date of the period to which they relate (anniversary billing principle) and on the recurring interval(s) to be specified to Customer. To this end, Customer agrees to grant Shurgard the right to directly collect any amounts to be invoiced as Contract charges and fees using the same method of payment as the one provided for when the Storage Services Contract was initially concluded.

c) Customer further acknowledges that Shurgard is entitled not to renew the Storage Services Contract at the end of the month, should Customer decide to cancel the right granted to Shurgard to directly collect invoiced Contract charges and fees via their preferred recurring method of payment.

d) Shurgard is in no way responsible for the technical processing of the payment itself nor for ensuring the actual execution of the payment. The payment of Contract charges and fees is operated by and via the secured interface platform of a duly authorized third-party company (the "Payment Processor"). The Payment Processor remains solely responsible for and guarantees the certification of the interface platform as well as the security of the data pertaining to the payment transactions made between Customer and Shurgard and which are used, processed or stored in the name and on behalf of Shurgard.

e) Customer must personally bear the costs applied by their financial institution for transferring the amount of the Contract charges and fees to Shurgard.

4.4 Customer rights in case of cancellation and withdrawal

Subject to Article 4.5, Customer acknowledges and agrees that in the event of a modification or cancellation of the Storage Services Contract prior to move-in date, Customer will owe Shurgard an amount equal to 15 days of the invoiced Contract charges and fees. The remainder of the Contract charges and fees initially paid upon

the conclusion of the Storage Services Contract shall be refunded by Shurgard as soon as possible. However, any such refund will never happen by means of cash.

- 4.5 Article 4.4 does not apply to the extent that it conflicts with Private Customers' right of withdrawal, as set out in this Article 4.5. Where Private Customer enters into this Contract online or over the phone, Private Customer has the right to withdraw from the Contract within fourteen (14) days from the day of the conclusion of the Contract without giving any reason and without incurring the costs set out in Article 4.4. 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 (we prefer via post or by email at info@shurgard.co.uk)) of its decision to withdraw from the Contract. Private Consumer can use the attached model withdrawal form (Annex I) or can communicate its decision by any other clear unequivocal statement. 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 Contract, Shurgard shall reimburse to Private Customer all payments received from Private Customer, without undue delay and in any event within 14 days of withdrawal. 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 to Shurgard its withdrawal from the Contract, in comparison with the full coverage of the Contract.

4.6 Invoicing

Shurgard may, at its own discretion, proceed with the paper or electronic invoicing of the monthly Contract 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 Late payment

If the payment of the monthly Contract 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 a penalty late charge of 20 GBP after the 1st reminder notice and a penalty late charge of 50 GBP after each subsequent reminder notice.

- 4.8 If any Contract charge or fee due under this Contract is not paid within 30 days of the due date Shurgard will be entitled to the following additional rights:

- (a) to break the existing lock on the Storage Unit and install a new one,
- (b) 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,
- (c) 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,
- (d) to terminate the storage services provided to the Customer and his right to use a Storage Unit and to charge in the meantime a monthly occupancy fee for an amount equal to the monthly Contract charge and to treat the Goods as abandoned.

- 4.9 If any Contract charge or fee due under this Contract 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 Contract. 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 Contract 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 Contract 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.

- 4.11 The Mobile App allows the Customer to manage the payment of invoices issued by Shurgard. Customer can pay the invoices using the payment methods that are made available through the Mobile App.

- 4.12 Customer may activate the "autopay" option via the Service Provider (as defined below) in order to allow direct debit payment for all invoices issued by Shurgard.

- 4.13 Shurgard is in no way responsible for the technical processing of the payment itself nor for ensuring the actual execution of the payment. The payment services are operated by and via the interface of an external third-party service provider (the "Service Provider"), which is solely responsible for and guarantees the certification of the platform and the security of the data relating to the means of payment proposed to the Customer, and which the Service Provider uses, processes or stores in the name and on behalf of Shurgard.

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 unauthorized 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, which may be obtained via the Mobile App in accordance with article 2bis.8. 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 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 or the Touchless Access functionality. 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.

Except for guide or service animals, animals are not allowed anywhere in the storage facility.

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 Contract 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 Contract until a Storage Unit of the agreed size becomes available.

In the latter event the Customer's obligations by virtue of the Storage Services Contract 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 Contract against full refund of the Contract 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 Contract is personal and Customer shall not be capable of assignment to any third party without the prior written approval of Shurgard. The right to use the Storage Unit can only be exercised by the Customer.

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

Article 8. Liability

8.1 Shurgard is committed to providing safe and secure storage. If Goods are damaged or stolen whilst in the Storage Unit Shurgard will accept liability for the Customer's loss up to a maximum of 50 GBP (subject to Article 8.4 below).

8.2 Shurgard will not check or catalogue the Goods or record any information about their value. Shurgard will not 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 Storage Services Contract.

8.3 If the value of the Goods in a Storage Unit exceeds 50 GBP, then the Customer **must:**

a) contact a third-party insurance provider or broker to arrange a contents insurance for the Goods in accordance with Article 9 below; or

b) opt for the SHURProtect solution in accordance with Article 8.4.

It is the Customer's responsibility to comply with this Article. If the Customer fails to do so, Shurgard will not, in any circumstances, be liable to the Customer.

8.4 The Customer may request the SHURProtect solution and benefit from an increased protection in case of any theft of, or damage to the Goods, customized to customer's needs as per customer's choice without however ever exceeding 15,000 GBP (the **SHURProtect Maximum**). Where the Customer requests for the SHURProtect solution, the total fee Customer must pay to Shurgard will increase. The Customer must choose a SHURProtect Maximum that reflects the value of Customer's Goods in the Storage Unit. The fee payable by the Customer to Shurgard will depend on the SHURProtect Maximum chosen by the Customer.

8.5 Shurgard accepts no liability for any loss suffered by the Customer >

a) that is caused or exacerbated by the Customer; or

b) in the event that the manner of storage of the Goods by the Customer in the Storage Unit is inappropriate, unsafe, illegal or not in line with clause 2.9.

8.6 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. Irrespective of the Customer having opted for the SHURProtect solution, 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.

8.7 Customer shall be liable for and fully compensate Shurgard for all costs, claims, liabilities, damages or expenses which Shurgard suffers or incurs in connection with the provision by Shurgard of Storage Services to the Customer and its use of the Storage Unit or the Mobile App (including the Mobile App Services) including without limit any claims made by any third party or authority in connection with the misuse of a Storage Unit or the Mobile App (including the Mobile App Services) by the Customer.

8.8 The Customer must notify Shurgard immediately on becoming aware of any theft of, or damage to, the Goods. Failure to do so will limit or remove the Customer's ability to make a request for compensation from Shurgard.

8.9 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 and the Storage Services caused by third parties, except that Shurgard may, under the SHURProtect option provide compensation for indirect losses up to a maximum of 20% of the SHURProtect Maximum.

8.10 Nothing in this Contract shall limit or exclude Shurgard's liability for death or personal injury arising as a result of Shurgard's negligence.

8.11 The Customer agrees that given:

(a) the availability of third-party insurance to protect the value of the Goods and the availability of the SHURProtect solution from Shurgard,

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

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

(d) the potentially large difference between the Contract charges and fees paid by Customer to Shurgard and the damage which the Customer may suffer,

- it is the Customers responsibility to ensure that the Goods are adequately protected in accordance with Article 8.3 above.
- 8.12 In order to make a request for compensation of damages or losses from Shurgard pursuant to this Article 8 the Customer will need to provide evidence of the loss that they have suffered, including:
- Evidence that the Goods were stored in the Customer's Storage Unit; and
 - Evidence of the reduction in value of the Goods, resulting from Shurgard's failure to provide the Storage Services (including evidence of the original value of the Goods and evidence of the damage, theft, etc).
- 8.13 In case of damage or loss, the Customer is entitled to a compensation of the cost of replacement, repair or the fair value of the goods, whichever is lower and without exceeding the SHURProtect Maximum chosen by the Customer. The compensation will be reduced proportionally in case the fair value of the goods exceeds the SHURProtect Maximum chosen by the Customer (for example, if the SHURProtect Maximum chosen by the Customer represents 70% of the actual fair value of Customer's goods (unknown to Shurgard), Customer will only be entitled to maximum 70% of the SHURProtect Maximum).
- Irrespective of the SHURProtect Maximum chosen by the Customer, the Customer shall never be entitled to a Compensation in excess of 700 GBP for watches, jewellery, precious stones and stamps of all kinds per unit; 35 GBP per bottle of wine or spirits; also in case of loss of, destruction of or damage to, elements that form a pair or a part of a whole, Customer will only be able to request for compensation for the actual parts which are lost or damaged.

Article 9. Third party insurance / SHURProtect

- 9.1 The Customer agrees and acknowledges that Shurgard is unable to provide, arrange or advise on insurance for the Goods in the Storage Unit.
- 9.2 However, the Customer may obtain a third party contents insurance for the Goods in the Storage Unit. It is the Customer's responsibility to ensure that this insurance is sufficient to cover both the full value of the Goods and all risks that might impact 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.
- 9.3 Where the Customer obtains third party contents insurance, the Customer agrees to do so 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. Shurgard may require the Customer to provide a certificate of evidence of his/her third-party insurance at the time of concluding the Contract. Or, as long as such certificate has not been delivered, Shurgard may, at its discretion, require the Customer to opt for the SHURProtect solution in accordance with Article 8.
- 9.4 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 Storage 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 reduced Contract fees, the reduction of other payment obligations, the whole or partial dissolution of the Contract and/or any entitlement to damages as a result of such maintenance activities or renovation unless carried out negligently by Shurgard or in breach of this Contract.
- 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 Contract 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 Contract and Termination

- 12.1 In the event that the Customer:
- does not comply with any obligation imposed under law, local or national regulations or customs; or
 - fails to comply with the terms of this Contract (including any failure to make payment of charges and fees due); or
 - is subject to any Insolvency Event (as set out in Article 12.2), then Shurgard has the right to terminate the Contract 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:
- in relation to a company or corporate entity, that entity:
 - being unable to pay its debts or having no reasonable prospect of being able to pay them;
 - entering into liquidation;
 - passing a resolution for a creditors winding up;
 - entering into a composition in satisfaction of its debts or a scheme of arrangement with its creditors;
 - suffering an application for an administration order in respect of it; or
 - suffering the appointment of an administrator, receiver or administrative receiver;
 - suffering any event or circumstance in any jurisdiction similar to those set out in article 12.2 (a) (i) – (vi) inclusive.
 - in relation to a natural person, that person:
 - being unable to pay his debts or having no reasonable prospect of being able to pay them;
 - having a bankruptcy petition presented against him;
 - entering into a composition in satisfaction of his debts or a scheme of arrangement of his affairs;
 - suffering the appointment of a receiver or interim receiver;
 - 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 Contract 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 and 4.9 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 Contract, 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 Contract

- 13.1 At the end of the Contract, Customer must return the Storage Unit to Shurgard clean, tidy and unlocked and in the same condition as at the commencement date of the Contract (normal wear and tear is taken into account) and, 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 Contract 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 Contract, Shurgard may, at its own discretion, issue any notice or communication to the Customer either by post (at the address indicated in the Contract) 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.
- 14.3 Customer can also contact Shurgard by filling in the online form available in the 'help' section of the Mobile App.

Article 15. Applicable law and competent court

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

Article 16. General

- 16.1 If a part of the Contract is null and void or subject to annulment, the validity of all and any other part of the Contract 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.
- 16.2 Customer understands and accepts these general terms and conditions of the Contract for the provision of Storage Services and the Customer accepts that these terms are available to the Customer in print and in an on-line manner on Shurgard's website and the Mobile App. Shurgard has the right to modify these general terms and conditions of the Contract for the provision of Storage Services to reflect any changes to the services Shurgard provide or changes needed to reflect changes in the law. (Customer will be informed on any changes before implementation via mail, email, the Shurgard website or, where applicable, the Mobile App). Modified general terms and conditions are applicable 30 days after notice is received from Shurgard or website posted or, where applicable, posted on the Mobile App. 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 Contract as of the commencement date of the amended general terms and conditions of the Contract for the provision of Storage Services (taking however into account a minimum notice period of 15 days).

- 16.3 Where two or more customers constitute the Customer, all obligations shall be joint and several.
- 16.4 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 Contract 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 for Private Customers

See the document Annex I - Model Withdrawal Form to be found on www.shurgard.com/en-gb/legal. If you wish to withdraw from the Contract for the provision of Storage Services, this Form can be completed and returned to: **Shurgard UK Limited**, Ground Floor Egerton House, Baker Street, Weybridge, Surrey, KT138AL via post or by email at: info@shurgard.co.uk.