

Terms

Introduction

These terms and conditions (together with the documents expressly referred to herein) sets out the contract between bySTORED. and the Customer for the supply of the Services and Products in accordance with these terms and conditions (**Terms**).

Please particularly note that in clauses 7.2, 12 and 13 we limit or exclude our liability for loss or damage. Whilst we do try our utmost to look after your possessions both in transit and in storage, we cannot guarantee that your items will be undamaged.

1 Definitions

1.1 In these Terms the following definitions apply:

- (a) **Allotted Time:** means an allocated 1 minute per square foot of items for Storage Service for loading and unloading Items.
- (b) **Customer:** means the person or company (and if applicable your personal representative) who wishes to purchase the Services and/or Products from us under these Terms. Where the words '**you**' or '**your**' is used it means the Customer.
- (c) **Insurance:** our insurance policy with a reputable insurer from time to time.
- (d) **Item:** means your items (including any moving boxes and crates) for storage and/or removal.
- (e) **Lien:** means the legal right of bySTORED. to hold items until the Customer has paid all outstanding charges (see clause 15.1).
- (f) **Products:** means any products (including packing materials to be used when storing or moving your Item) purchased, rented or borrowed from us by you.
- (g) **Parties:** means bySTORED. and the Customer.
- (h) **Price List:** means our standard charges list, from time to time, which is displayed on our Website and/or is available by email and include VAT at the current rate (should the VAT rate change, the charges will reflect the change in VAT from the date the change takes effect).
- (i) **Prohibited Items:** means those excluded Items listed in clause 9.1.
- (j) **Removal Service:** means the services outlined in clause 4.
- (k) **Service:** means the Storage Service, Removal Service and Warehouse Service.
- (l) **Storage Service:** means the services outlined in clause 3.
- (m) **bySTORED.:** means Stored London Limited (with company registration number 8888096, registered in England and Wales with the registered office at 45 Rowallan Road, London SW6 6AF, England) and its employees, agents and contractors. Where the words '**we**', '**us**' or '**our**' is used it means bySTORED.
- (n) **Warehouse Service:** means the services outlined in clause 5.
- (o) **Website:** means our website with the url www.bystored.com.

1.2 Words importing the singular only shall include the plural and vice versa.

2 How the contract is formed between you and us

2.1 Our order process allows you to check and amend any errors before submitting your order to us. Please take the time to read and check your order at each stage of the order process.

- 2.2 After you place an order, you will receive an e-mail from us confirming and accepting your order. The contract between us will only be formed when we send you that e-mail.
- 2.3 If we are unable to supply you with the Services or Products for any reason, we will inform you of this by e-mail. We will then contact you to arrange a new time to deliver, collect, return or move your items. If you have already paid for the Service and we are unable to agree a new suitable time we will refund the amount paid to you as soon as reasonably practicable and will have no other liability to you.

3 Storage Service

- 3.1 The scope of the Storage Service, subject to the Price List, is the following:
- (a) delivery of Products to your specified delivery address;
 - (b) loading of van during the Allotted Time during collection of items and unloading of van during the Allotted Time during return of items;
 - (c) collection of Items for storage from your specified collection address and delivery to our storage facility;
 - (d) storage of the Items;
 - (e) providing you with an opportunity to write down an order inventory of the items we take into storage (it is always your responsibility to create a detailed inventory as per your expectations);
 - (f) sale of Products (packing material);
 - (g) packing service as per our Price List;
 - (h) receipt of Items for storage into our warehouse subject to prior written agreement or if ordered through and confirmed on our Website;
 - (i) retrieval by us of the Items for storage to your specified delivery address.
- 3.2 With regards to Items for storage we will come to your specified collection address and tag the Items for storage with a bySTORED. barcode or similar tracking identifier and then deliver the Items for storage to our storage facility.
- 3.3 The Service is available only in our covered areas in London and during such days and times as described on our Website from time to time, unless specifically agreed with us in writing on a case by case basis.

4 Removal Service

- 4.1 The scope of the Removal Service, subject to the Price List, is the following:
- (a) packing, moving and unpacking Items;
 - (b) subject to prior written agreement, disassemble and re-assemble Items; and
 - (c) provide you with the opportunity to purchase and, subject to availability, rent or borrow Products.

5 Warehouse Service

- 5.1 The scope of the Warehouse Service, subject to the Price List, is the following:
- (a) photograph Items;
 - (b) update inventory list;
 - (c) measure Items;
 - (d) provide you with the opportunity to purchase and, subject to availability, rent or borrow Products;
 - (e) repack Items; and

(f) any other service offered from time to time.

6 General Service

- 6.1 You agree to accept these Terms and the use of our Services or purchase of our Products will be taken as full acceptance of these Terms.
- 6.2 We may vary these Terms when we consider it necessary to do so from time to time. We will provide you with no less than 7 days' notice by email and/or displayed on our Website. You are responsible for regularly reviewing these Terms and notices. Continued access to or use of the services provided by us after any such change means that you consent to such change. Unless explicitly stated otherwise, any new services or features that change or improve any of our Services shall be subject to these Terms, as modified from time to time. If you do not accept any changes, you are entitled to terminate our contract as set out in clause 18.
- 6.3 We may refuse to provide our Services and/or Products where we consider that it may be used for any unlawful or improper purpose or any other reason or that it may be in breach or likely to be in breach of these Terms.
- 6.4 You warrant that you are at least 18 years of age and that the Items are your own property and free of any legal charge or that you have the full authority of the owner to store and/or remove the Items.
- 6.5 Quotes provided by us for time of delivery, collection or return are at all times estimates only and we shall not be liable for any delays or changes whatsoever.
- 6.6 We have the right to cancel or delay a delivery or collection if this is caused by weather conditions, or any other reason such as limited access, that may result in putting us (or our affiliates) in danger of injury (see also clause 14).
- 6.7 We may specifically refuse to collect any Item if we consider that it has not been, or we have reason to believe, securely packed in accordance with the requirements of clauses 8 and 9.
- 6.8 We may open an Item and inspect it without notification, or refuse to store and/or remove any Items and return them to you at your cost, if we have reason to believe that an Item is a Prohibited Item as set out in clause 9 or are deemed to be likely to cause injury or damage or we are required to do so by the emergency services, local authority or by a court order.
- 6.9 You must not offer our Services or Products to any third party by way of sub-licence or any other means without express written consent by one of our executive directors, nor use our Services or Products in an unlawful or fraudulent manner.
- 6.10 Other than by reason of our negligence or breach of contract, we will not be liable for any loss or damage, costs or additional charges that may arise from the failure to discharge any of our responsibilities set out within these Terms.

7 Not part of the Service

- 7.1 We will not, unless agreed by us in writing:
- (a) disconnect, re-connect, dismantle or re-assemble appliances, fixtures, fittings or equipment; or
 - (b) collect Items for storage from a loft, attic or any other area that our drivers deem to be unsafe at their sole discretion.
- 7.2 We may provide links to third party services or products on the Website and you acknowledge and agree that we cannot give any undertaking that such services or products will be of satisfactory quality, and any such warranties are disclaimed by us absolutely. For avoidance of doubt, we are not a participant in any way in the sale and purchase process between you and any third party. This disclaimer does not affect your

statutory rights against the third party. If you would like information about your legal rights you should contact your local trading standards or Citizens Advice Bureau. We will notify you when a third party is involved in a transaction, and we may disclose your personal information related to that transaction to the third party.

8 Your responsibilities and liability

8.1 It is your responsibility to:

- (a) ensure that your contact details, including email address and mobile telephone number, are up-to-date and accurate;
- (b) ensure that the Items for storage and removal have been securely and properly packed in compliance with any statutory regulations or recognised standards and in such condition as not to cause damage or injury or the likelihood of damage or injury to our property or to any other goods, whether by spreading of damp, infestation, leakage or the escape of fumes or substances or otherwise (note that you are always responsible for the packing of your Items irrespective of who does the actual packing);
- (c) not exceed the gross weight limit of 25kg per Item for storage and removal, unless specifically agreed with us in writing in advance;
- (d) be present or represented throughout the agreed collection or delivery of the Items for storage and removal or other specific products ordered from us;
- (e) provide sufficient access to enable us to carry out the required Services;
- (f) ensure that you complete the packing or unpacking of the Items within the Allotted Time;
- (g) ensure that you or your personal representative sign for the Products and/or Items for storage or removal when requested as confirmation of collection or delivery;
- (h) take all reasonable steps to ensure that nothing is collected in error;
- (i) inform us in writing within 48 hours of any damage to your Items or property that has occurred during storage, delivery, collection, return delivery or removal;
- (j) ensure that the lid of each Item (including packing material) is easily sealable and closable;
- (k) prepare an adequate inventory of the Items for storage.

8.2 You are liable for any breach of H M Revenue & Customs regulations relating to Items for storage and you agree to indemnify us and keep us indemnified against all actions, proceedings, costs, claims and demands arising out of any further breach, non-observance or non-performance of the same.

9 Prohibited Items

9.1 The following items must not be submitted for collection, storage or removal and will not be moved or stored by us, unless agreed in advance in writing by one of our executive directors:

- (a) hazardous, combustible, flammable, damaging or explosive goods, including liquids, chemicals, gas bottles, aerosols, paints, firearms and ammunition or any other material of a dangerous or toxic nature;
- (b) jewellery, ivory, watches, stamps, precious stones or precious metals;
- (c) antiques, furs, fine arts or collections of a similar kind, mobile phones, perfumery, tobacco, cigars, cigarettes, beers, wines, spirits and the like;

- (d) electronic items with a value over £2,000 (defined as consumer and commercial electrical appliances and instruments including but not limited to radios, televisions, computers, computer software, hard drives, chips, microchips, printed circuit boards and their components, modems, monitors, cameras, facsimile machines, photocopies, VCR`s, hi-fi`s, stereos, CD players, digital recorders/players and the like);
- (e) money, deeds, bullions, bonds, securities, coins, cash or negotiable instruments and the like (including cheques and any vouchers with a face value);
- (f) pollutants that are likely to cause contamination, infestation or encourage vermin or other pests or emit fumes, smell or odour;
- (g) perishable items or those requiring a controlled environment including frozen or perishable food;
- (h) living or dead animals, birds, fish, reptiles, plants or any other living organism of any type;
- (i) illegal or stolen goods, drugs, pornographic material or any goods prohibited by the law or regulation of any government or public or local authority or goods that require special licence or government consent for export or import.

10 Our charges

- 10.1 See our Price List for our standard charges which we periodically review. We reserve the right to change our charges at any time on giving 30 days' notice in writing and allow you to terminate our contract in accordance with clause 18.
- 10.2 The Storage Service charges are payable monthly in advance by debit or credit card, unless otherwise agreed in writing in advance of placing the order. You warrant that in any case of default of payment you will be responsible for all third party collection and enforcement costs (including any applicable legal fees) and contractual late payment interest as per clause 10.5.
- 10.3 The Storage Service return charge will be payable, and your card debited, upon booking the collection of the Items for storage. Any Products ordered will also be charged for at this date. The first month's payment will then be charged a few days after collection of your Items. The storage term will commence on the day of collection of the Items for storage. The second month's payment will be debited in advance exactly one month after the arrival of the Items for storage at the storage facility and thereafter on a strictly monthly basis. Each monthly period (irrespective of the number of days in the month) starts at midnight on the same day every month. Charges for the final month in which you request return delivery of an Item for storage are always payable in full.
- 10.4 The Removal Service and Warehouse Service charges will be payable, and your card debited, upon booking the removal of the Items unless otherwise agreed in writing in advance of placing the order. Any Products ordered will also be charged for at this date. We reserve the right to always charge more after the removal if the Removal Service was required more time or services than initially envisaged.
- 10.5 An administration fee will be charged to cover our administrative costs and the cost of failed transactions resulting from the issuer of your payment card refusing, for any reason, to authorise payment to our bank account. This charge will, for the avoidance of doubt, be charged each month the transaction fails.
- 10.6 In respect of all sums that are overdue to us, we will charge contractual late payment interest at 2% per month. This does not prejudice our right to withhold or sell your Items under clause 15 or to any other remedy available to us.
- 10.7 We reserve the right to charge an additional fee in case of:
 - (a) a failed collection, return or delivery of an Item for storage exceeding the weight limit (see clause 8.1(c));

- (b) a failed collection, return or delivery or removal from storage of an Item for storage containing Prohibited Items listed in clause 9;
 - (c) a failed collection, return or delivery of an Item for storage that has not been securely and properly packed (see clause 8.1(b));
 - (d) a failed collection, return or delivery due to you or someone authorised by you not being available at the specified premises at the specified time (see clause 8.1(d));
 - (e) a failed collection, return or delivery due to insufficient access (see clause 8.1(e));
 - (f) a failed collection, return or delivery of an Item for storage within the Allotted Time if the item was not properly packed, assessed at the discretion of our representatives on site, prior to our arrival and an additional Removal Service was not ordered in advance of the collection;
 - (g) you cancelling or changing either the time, date or the place of a collection or delivery after 12:00 PM one business day before it was supposed to take place;
 - (h) any other reason due to your failure to fulfil your responsibilities under these Terms.
- 10.8 If you fail to provide paid for parking within 25 meters of your building we reserve the right to charge an additional fee and in the event of us receiving a parking fine you are liable to pay such fine plus applicable VAT and we reserve the right to charge an additional fee for its administration in accordance with our Price List.
- 10.9 If your Items require more space than initially allocated we reserve the right to upgrade your order at any time and charge for this in accordance with our Price List.
- 10.10 If you have rented or borrowed any packing material (including but not limited to crates) from us and you do not return them within 14 days of first receiving them you will be charged in accordance with our Price List.

11 Your security and privacy

- 11.1 As part of the registration process and fulfilment of our services, you will be required to supply personal details which we will process in accordance with our Privacy Policy, available on the Website.
- 11.2 You are responsible for keeping your personal information including username and password confidential and secure and for contacting us if you believe that your security has been breached.

12 Our liability for loss or damage

- 12.1 Our total liability, per Item, resulting from any part of our Service (including but not limited to the loss and/or damage of Items during collection, transit, storage, removal or return delivery), in breach or otherwise of these Terms or as a result of any negligence on our part, shall not in any event exceed the lower of:
- (a) £50 per Item; or
 - (b) the cost price of the Items.

For avoidance of doubt, under this clause 12.1 an Item means a box or crate of Items.

- 12.2 However, nothing in these Terms shall exclude or limit our liability for fraud, for death or personal injury caused by our negligence, or for any other liability that cannot be excluded or limited under applicable law.
- 12.3 On receipt of the Items, you must promptly examine the Items and notify us in writing of any loss or damage to the Items in accordance with this clause 12.3. We will not be liable for any loss of or damage to the Items unless a claim is notified to us, or our agent, or the company carrying out the collection or delivery of the Items on our behalf, in writing as

soon as such loss or damage is discovered (or with reasonable diligence ought to have been discovered) and in any event within seven (7) days of delivery of the Items by us.

- 12.4 We do not warrant that our storage facility is suitable for the storage of any specific type of Items.
- 12.5 We exclude all representations, warranties and conditions (including, without limitation, the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill), to the maximum extent permitted by applicable law.
- 12.6 We shall not be liable for any loss of profit, contracts, business, goodwill, data, income, revenue, anticipated savings, indirect or consequential loss of any description arising either following loss or damage to the goods or under these Terms or in connection with the Website, whether direct or indirect, and whether arising in tort, contract or otherwise.
- 12.7 Whilst we endeavour to ensure that the information on the Website is correct, we do not warrant its completeness or accuracy; nor do we commit to ensuring that the Website remains available or that the material on the Website is kept up-to-date.
- 12.8 This clause 12 shall survive termination of these Terms.

13 Your liability

You shall fully reimburse us for any costs incurred by us as a result of your use of our Service or any breach of these Terms.

14 Force Majeure

- 14.1 We shall not be in breach of these Terms, nor liable for any failure or delay in performance of any obligations under these Terms arising from or attributable to acts, events, omissions or accidents beyond its reasonable control, including but not limited to any of the following:
- (a) acts of God, including but not limited to fire, flood, earthquake, windstorm or other natural disaster;
 - (b) war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, breaking off of diplomatic relations or similar actions;
 - (c) terrorist attack, civil war, civil commotion or riots;
 - (d) nuclear, chemical or biological contamination or sonic boom;
 - (e) compliance with any law;
 - (f) fire, explosion or accidental damage;
 - (g) loss at sea;
 - (h) extreme adverse weather conditions;
 - (i) collapse of building structures, failure of plant machinery, machinery, computers, vehicles or the internet;
 - (j) any labour dispute, including but not limited to strikes, industrial action or lockouts (not by employees of the Party claiming relief);
 - (k) interruption or failure of utility service, including but not limited to electric power, gas or water.

15 Our right to hold (lien) and dispose of your Items

- 15.1 We shall have the right to withhold and ultimately dispose of some or all of the Items if you fail to pay the charges and any other payments due under these Terms. While we hold the Items you will be liable to pay all charges and other costs (including legal costs) reasonably incurred by us in recovering our charges and applying our right of Lien. These Terms shall continue to apply in the meantime.

- 15.2 We will give you 14 days' written notice requiring you to settle all outstanding sums due and re-arrange as necessary the return delivery of Items. If you have failed to do so, upon the expiration of this 14-day notice period, we shall be permitted to dispose of some or all of the Items by whatever means available to us.
- 15.3 We will credit any excess as a result of the disposal of Items to your account without interest less an administration fee of £25 plus VAT and any other costs reasonably incurred in connection with the disposal. If we are unable to credit your account and have made reasonable efforts to return the excess monies, upon giving 30 days' written notice to you, we shall be permitted to keep the monies for our own account.
- 15.4 If there is no excess monies as a result of the disposal of Items, we shall serve you a written notice to pay all outstanding monies due within seven (7) days and interest will continue to accrue as set out in clause 10.6 until the balance is paid in full.

16 Right to cancel (cooling off period)

- 16.1 If you wish to cancel our contract and you have not ordered delivery of Products or Items for storage or for removal you have the right to a cooling off period during which you can cancel within seven (7) working days of entering into our contract, in which case you must notify us in accordance with clause 19.
- 16.2 However, if you have ordered delivery of Items for storage or removal (including Crates) the Service will have commenced on that date and you will no longer have the right to cancel our contract.

17 Right of assignment and sub-contract

- 17.1 We reserve the right to assign or sub-contract some or all of the work in the performance of our duties and obligations to carry out the Service without removing any liabilities under these Terms.
- 17.2 You shall not have the right to assign, sub-contract or sub-license in any way under these Terms without our prior written consent.

18 Termination

- 18.1 If payments are up-to-date, you may terminate our contract at any time by requesting the return delivery of all your Items and paying the retrieval fees.
- 18.2 We may terminate our contract for any reason by giving you no less than 30 days' written notice.
- 18.3 We may terminate our contract with immediate effect by giving you written notice if your payments are overdue or you are in breach of any of these Terms.
- 18.4 Following termination of our contract, if you fail to arrange the return delivery of your Items within 30 days of termination, we reserve the right to dispose of the Items in accordance with the conditions laid out in clause 15.

19 Notices

- 19.1 Any notice or other communication required to be given to a Party under or in connection with these Terms shall be in writing and shall be sent to the other Party by pre-paid registered first-class post or email to:
- (a) (in the case of bySTORED.) the mailing address or email address on our contact us page on the Website (or to service@bystored.com if such a page is unavailable at any time);
 - (b) (in the case of the Customer) the delivery address or email address last registered (or updated) by you on the Website or as otherwise notified by you.

19.2 Any notice or other communication shall be deemed to have been duly received at 9.00 am on the second business day after posting or transmission.

20 General provisions

20.1 **Third parties:** A person or company who is not a Party to these Terms shall not have any rights under or in connection with it.

20.2 **Variation:** Except as set out in these Terms, any variation, including the introduction of any additional terms and conditions, to these Terms, shall only be binding when agreed in writing and signed by one of our executive directors.

20.3 **Severance:** If a court or any other competent authority finds that any provision of these Terms (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted and the validity and enforceability of the other provisions of these Terms shall not be affected. If any invalid, unenforceable or illegal provision of these Terms would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

20.4 **Waiver:** A waiver of any right under these Terms is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a Party in exercising any right or remedy under these Terms or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

20.5 **Feedback:** We value customer feedback. This greatly assists us to continually improve the Service. Therefore, where you provide feedback, you warrant that you own or otherwise control the rights necessary to do so and you grant us and our affiliates permission without compensation to use, modify, distribute, transmit, publically display, sub-license, reproduce or sell such feedback.

20.6 **Ownership of rights:** All rights, including copyright, in the Website and the Service are owned by or licensed to us.

20.7 **Basis of this contract:**

- (a) These Terms constitutes the entire contract between the Parties.
- (b) You acknowledge that you have not relied on any statement, promise or representation made or given by us or on our behalf, whether negligently or not, which is not set out in these Terms.

21 Governing law

These Terms and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

22 Jurisdiction

Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms or its subject matter or formation (including non-contractual disputes or claims).