

# No-Brainer Containers Ltd – Terms & Conditions

1.1. In these terms and conditions, the following words have the following meanings:-

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**Access Hours** - the hours We permit access to the Unit.

**This Agreement** - these terms and conditions and the information set out in the License Agreement.

**Deposit** - the amount specified in the License Agreement

**Due Date** - the Start Date for the first period in the License Agreement and the first day of each subsequent period or the previous business day if the Due Date falls on a Saturday, Sunday or public holiday.

**End Date** - the date of termination of this Agreement in accordance with Condition 27

**The Goods** - anything You store in the Unit at any time during this Agreement

**Normal Perils** - physical loss of or damage to Goods caused by fire, lightning, explosion, earthquake, aircraft or articles dropped from them, storm, flood, bursting &/or leaking pipes, ingress of water or other liquid substance, moth, insect or vermin, theft accompanied by forcible and violent entry to or exit from the building or the Unit, riot, strike, civil commotion, malicious damage, and impact by vehicles of any kind

**Notice Days** - [7] [14] [30] days

**Our Fees** - the amount specified in Your invoice for each period based on the amount specified in the License Agreement plus VAT.

**Prompt Payment** - In respect of payment of each and every sum due under this Agreement, payment on the Due Date or within two working days afterwards, and in respect of any sum being due under any other agreement between You and Us, payment within seven days of that sum being demanded in writing

**Site** - the premises on which the Unit is situated – No-Brainer Containers Ltd, Faraday Road, Southfields Industrial Estate, Glenrothes, Fife, KY6 2RU

**Start Date** - the date specified in the License Agreement

**Unit** - the storage unit specified in the License Agreement or any alternative storage unit We may specify under Condition 11

**We, Us, Our** - the storage provider named in the License Agreement

**You, Your** - the customer named in the License Agreement

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1.2. Please note that all Unit sizes are approximate and We accept no responsibility for their accuracy. In agreeing to Our Fees You accept these apply to the Unit You use and not any Unit represented.

2. So long as Our Fees are paid up to date, We license You but no other person:-

2.1. to use the Unit for the storage of Goods in the Unit in accordance with this Agreement from the Start Date until the End Date; and

2.2. to have access to the Unit at any time during the Access Hours only for the purposes of depositing, removing, substituting or inspecting the Goods and Your regular inspection of the Unit for damage or unsuitability for the Goods. No access to the Unit will be permitted for any other purposes or outside Access Hours. We will try to provide advance warning of changes in Access Hours by notices on Site, but We reserve the right to change Access Hours to other reasonable access times at any time without giving any prior notice.

3. Only You and persons authorised in writing or accompanied by You will be allowed to have access to the Unit. Any such person is Your agent for whose actions You are responsible and liable to Us and to other users of units on the Site. You may withdraw any authorisation at any time but the withdrawal will not be effective until We receive it in writing. We may ask for proof of identity from You or any other person at any time (although We are not obliged by this Agreement or otherwise to do so) and We may refuse access to any person (including You) who is unable to provide satisfactory

proof of identity. We may refuse You or Your agents access at any time if We consider in Our sole discretion that the safety of any person on the Site, or the security of the Unit or its contents, or other units or their contents, will be put at risk.

4. You are responsible for providing a secure padlock for the Unit and You must ensure that the Unit is locked so as to be secure from unauthorised entry at all times when You are not in the Unit. We will not be responsible for locking any unlocked Unit. You should not leave Your key with or permit access to Your Unit to any person other than Your own agent who is responsible to You and subject to Your control and if You do so, You do so at Your own risk whether or not any such person is Our employee or agent. We do not accept any liability for any person including Our employee or agent holding Your key and having access to Your Unit and any such person acts as Your agent only.

5. You will permit Us and Our agents and contractors to enter the Unit in the following circumstances and if necessary We may break the lock to gain entry:-

5.1. if We give You not less than seven days' notice so that We may inspect the Unit or carry out repairs, maintenance and alterations to it or any other unit or part of the Site;

5.2. at any time without notifying You:-

5.2.1. if We reasonably believe that the Unit contains any items described in Condition 8 or is being used in breach of Condition 9;

5.2.2. if We are required to do so by the Police, Fire Services, Trading Standards, HM Revenue & Customs, Local Authority or any other government or statutory authority or by a Court Order;

5.2.3. for any purpose including that in Condition 5.1, if We believe it is necessary in an emergency;

5.2.4. to obtain access in accordance with Condition 11;

5.2.5. to obtain access in accordance with Our powers under Condition 18; 5.2.6. to prevent injury or damage to persons or property; or

5.2.7. for the purpose of ascertaining whether the Unit contains any items described in Condition 8 or if We reasonably consider that such entry is necessary to ascertain whether action needs to be taken to prevent injury or damage to persons or property.

6. You confirm and warrant to Us that throughout this Agreement, the Goods in the Unit from time to time are Your own property or that the person who owns or has an interest in them has given You irrevocable authority to store the Goods in the Unit on the terms and conditions in this Agreement and that You act as a duly authorised agent of any such person. If this is not true You will be liable for and will pay to Us in full the amount of any costs, expenses, loss or damage which We incur or which We suffer as a result of claims made against Us including but not limited to any reasonably incurred legal fees and any costs or claims arising from any step or action taken by any person who owns or has an interest in the Goods.

7. We may refuse to permit You to store any Goods or require You to collect any Goods from the Unit if in Our opinion the safety of any person on the Site, or the security of the Unit or its contents, or other units or their contents, would be put at risk by the storage or continued storage of any such Goods.

8. You must not store (and You must not allow any other person to store) any of the following in the Unit:-

8.1. food or perishable goods unless securely packed so that they are protected from and do not attract vermin;

8.2. birds, fish, animals or any other living creatures;

8.3. combustible or flammable materials or liquids such as gas, paint, petrol, oil or cleaning solvents;

8.4. firearms, explosives, weapons or ammunition;

8.5. chemicals, radioactive materials, biological agents;

8.6. toxic waste, asbestos or other materials of a potentially dangerous nature;

8.7. any item which emits any fumes, smell or odour;

8.8. any illegal substances, illegal items or goods illegally obtained, including counterfeit goods, illicit (smuggled/counterfeit) tobacco, illicit alcohol, unlicensed medicines, unsafe goods (including toys, electrical items, cosmetics, fireworks);

8.9. compressed gases.

9. You must not (and You must not allow any other person to):-

9.1. use the Unit or do anything on the Site or in the Unit which may be a nuisance to Us or the users of any other unit or any person on the Site;

9.2. do anything on the Site or in the Unit which may invalidate any of Our insurance policies or those of other unit users or increase the premiums payable on them;

9.3. use the Unit as offices or living accommodation or as a home or business address and not use the address of the Site or the Unit for receiving or sending mail;

9.4. spray paint or do any mechanical work of any kind in the Unit;

9.5. attach anything to the internal or external surfaces of the Unit or make any alteration to the Unit;

9.6. allow any liquid, substance, smell or odour to escape from the Unit or any noise to be audible or vibration to be felt outside the Unit;

9.7. cause any damage to the Unit or any other unit or the Site or its facilities or to the property of Us or any other unit users or other persons on the Site and if You cause any damage You must (at Our option) repair, restore or replace such damage or item or reimburse the costs of making necessary repairs, restoration or replacement or make proper compensation;

9.8. leave anything in or cause any obstruction or undue hindrance in any passageway, stairway, service area or other part of the Site and You must at all times exercise courtesy to others and reasonable care for Your own safety and that of others in using these areas.

9.9. leave any waste or refuse that is created by storing the Goods. You will be charged the reasonable costs of disposing of such waste or refuse if You fail to comply with this term; or

9.10. connect or provide any utilities or services to the Unit unless authorised in advance in writing by Us.

10. You must (and You shall ensure that anyone authorised by You to use or access the Unit must):-

10.1. use reasonable care when on the Site or in the Unit and take all reasonable care in respect of the Unit, the Site, and the property of Us or any other unit users or other persons on the Site;

10.2. inform Us of any damage or defect to the Unit immediately You become aware of it;

10.3. comply with the reasonable directions of any of Our employees, agents and contractors at the Site and any further regulations for the use safety and security of the Unit and the Site which We may issue from time to time;

10.4. pay for the reasonable cost of repairs to or cleaning of or making good the Unit or the Site as a result of any damage caused by You or anyone authorised by You to access and use the Unit, including but not limited to Your removal, haulage or delivery contractors; and

10.5. submit to Us an inventory of the Goods if We shall request one.

11. This Agreement shall not confer on You any right to exclusive possession of the Unit.

11.1. We may at any time by giving You seven days' written notice require You to remove the Goods from the Unit to another unit specified by Us which shall not be smaller than the current Unit.

11.2. We may at any time by giving You notice require You to remove the Goods from the Unit to another unit specified by Us, which shall not be smaller than the current Unit, in the event of a fire or flood or other incident or occurrence at the Site which in Our opinion requires the Unit or any part of the Site to be closed or sealed off.

11.3. We agree to pay Your reasonable costs of removal which have been approved in writing by Us in advance of the removal.

11.4. If You do not arrange the removal of Goods to the alternative unit by the date specified in Our notice, We and Our agents and contractors may enter the Unit and do so. In doing so, We and Our agents and contractors will act as Your agent and the removal will be at Your risk (except for loss or

damage caused wilfully or negligently by Us and Our agents and contractors, subject to the aggregate limit of Our liability contained in Condition 23).

11.5. If the Goods are moved to an alternative unit, this Agreement will be varied by the substitution of the alternative unit number but shall otherwise continue in full force and effect and Our Fees at the rate set out in the License Agreement or as subsequently varied in respect of the original Unit will continue to apply to Your use of the alternative unit.

12. You must pay Us Our Fees for the minimum period of storage on signature of this Agreement and for each successive period You must pay Our Fees on the Due Date. All sums payable to Us under the Agreement will become due immediately upon termination of the Agreement in accordance with Condition 27.

13. We may alter Our Fees at any time by giving You written notice and the new Fees shall take effect on the first Due Date occurring not less than four weeks after the date of Our notice. You may terminate this Agreement without charge at any time before the new Fees take effect by giving notice in accordance with Condition 27.1.

14. If You do not pay Our Fees on the Due Date, You must pay Us an administrative charge for late payment which is the larger of 10 per cent of Our Fees or £10.

15. We will not accept that payment has been made until We have received cleared funds. In the event that any payment is dishonoured, We may charge You an administrative charge of £15.

16. Additionally, if You do not pay on time, You must pay Us interest on all amounts overdue for payment from You at the rate of 5% above the base rate of NatWest Bank PLC, calculated from the date when payment becomes due up to and including the date of actual payment including all accrued interest, whether before or after judgment, and whether or not We exercise the right of sale under this Agreement.

17. You must pay Us the Deposit on Your signature of this Agreement. 17.1. The Deposit will be returned to You (without interest) after this Agreement terminates less any amount We may in Our sole discretion deduct to cover:-

17.1.1. any breach of Conditions 9 and 10;

17.1.2. any of Our Fees which have not been paid or any unpaid removal or other charges; or

17.1.3. any other obligation to Us that You have not performed.

17.2. We reserve the right to deduct or withhold from the Deposit an amount equal to the costs of repairs to or cleaning of the Unit or the Site which We consider is required as a direct or indirect result of the storage of the Goods within the Unit or Your breach of this Agreement, in order to bring the Unit and the Site up to substantially the same standard and condition as it was in at the Start Date.

17.3. We will refund the Deposit (or the balance of it if We have made any deductions) to You within 21 days of the End Date. Any such refund will be by company cheque or an electronic transfer. No refunds will be given in cash.

18. We bring to Your attention that We take the issue of Prompt Payment very seriously and have a right of lien. If any sum owing from You to Us under this Agreement or any other agreement between You and Us (in this Condition called "Your Debt") is not paid when due, then We have the rights set out in this Condition 18.

18.1. The terms of this Condition are additional to and do not affect any and all rights We may have at common law or otherwise.

18.2. We are entitled to hold on to the Goods until Your Debt has been paid in full and received by Us in cash or by direct debit or, if by cheque, until the cheque has been paid by Your bank.

18.3. We shall be entitled to invoice You and You shall pay Us fees and charges at the same rates as under this Agreement and if this Agreement has been terminated, the relevant rate at which such fees and charges will be payable by You will be the rate which was payable immediately prior to termination.

18.4. You authorise Us:-

18.4.1. to refuse You and Your agents access to the Goods, the Unit and the Site and to install a new lock on the Unit until the outstanding amount has been recovered by Us in full;

18.4.2. to enter the Unit and inspect and remove the Goods to another unit or Site and to charge You for all reasonable Costs incurred by Us in moving and storing Your Goods together with any repeated costs if We reasonably require to move Your Goods at any time afterwards;

18.4.3. to hold onto and/or ultimately dispose of some or all of the Goods.

18.5. In the event that You do not pay any of Our Fees or charges and the Goods are left in the Unit, they may be removed and stored in an alternative location at Your sole risk. We exclude any liability in respect of the Goods when payment of Our Fees or charges is overdue and exclude any duty of care how ever it may arise.

18.6. In the event that Your Debt is not paid promptly or if You fail to remove Your property from the Unit by the End Date and the Company gives the Customer not less than 5 working days notice of its intention to do so:

a) the Company may sell that property as the agent of the Customer;

b) the Customer must indemnify the Company against any liability of the Company to any third party whose property has been sold in the genuine but mistaken belief that it belonged to the Customer; and

c) the Company must pay to the Customer the sale proceeds after deducting the costs of transportation, storage and sale incurred by the Company (as well as any arrears of rent due by the Customer to the Company).

18.7. If the proceeds of sale are insufficient to discharge all or any part of the costs of sale incurred by Us and Your Debt, You must pay any balance outstanding to Us within seven days of a written demand from Us which will set out the balance remaining due to Us after the net proceeds of sale have been credited to You. Interest will continue to accrue on Your Debt until payment has been made. We may take action to recover the outstanding amounts including any legal and administration costs that are incurred.

18.8. Before We sell the Goods, We will give You notice in writing by registered or recorded delivery post at Your address on the License Agreement or any other address in the UK notified by You to Us in writing before We send Our notice. If You have not provided Us with an address in the UK We will try to contact You at any address You have provided which may include email. Our notice will specify the amount of Your Debt at the date of the notice (and, in Our sole discretion, specifying any amount by which Your Debt is increasing after the date of that notice) and will direct You to pay Us. It will also specify that, if You fail to pay within one month after the date of the notice, We will sell the Goods. We do not agree to give You any further notice of any intended sale.

18.9. We will sell the Goods for the best price reasonably available in the open market, taking into account the costs of sale.

18.10. If the Goods cannot reasonably and economically be sold (for any reason whatsoever), or they remain unsold despite Our efforts, You authorise Us to treat them as abandoned by You and to destroy or otherwise dispose of them at Your cost.

19. Because the nature and type of goods being stored by You from time to time is entirely Your choice (subject to Condition 8 and 9) You must ensure that the Unit is suitable for the storage of the goods that You store or intend to store in it. We do not warrant or represent that any unit allocated to You is a suitable place or means of storage for any particular goods. We strongly advise You to inspect the Unit before storing Goods in the Unit and from time to time throughout the period of this Agreement.

20. We do not insure the Goods.

20.1. Storage of Goods in the Unit is at Your sole risk.

20.2. You warrant and confirm to Us as follows:

20.2.1. that prior to bringing the Goods onto the Site You have insured or will insure the Goods against all Normal Perils under a valid contract of insurance with a reputable insurance company for

their full replacement value as new and will not cause or allow that insurance cover to lapse whilst the Goods or any of them remain on the Site; and

20.2.2. that the insurance cover will not be for a sum which is lower than the replacement value as new of the Goods stored in the Unit from time to time.

21. This Agreement shall expire on the End Date as described in Condition 22.

22. Either You or We may terminate this Agreement:-

22.1. by giving to the other written notice of not less than the required number of Notice Days ending on any Due Date and termination will take effect from that Due Date, which shall be the End Date; or

22.2. If We commit a breach of this Agreement and, if the breach can be put right We do not put it right within 14 days of You notifying Us of the breach, then You may immediately terminate this Agreement by notice in writing to Us;

22.3. If You commit a breach of this Agreement and, if the breach can be put right You do not put it right within 14 days of Us notifying You of the breach, then We may immediately terminate this Agreement by notice in writing to You.

23. Immediately on the End Date, You must remove all goods from the Unit and leave the Unit clean and tidy and in the same condition as at the Start Date. If You do not do so, You shall pay Our costs of cleaning the Unit or disposing of any goods or rubbish left in the Unit or on the Site. If You do not make Prompt Payment of Our Fees and any payments due to Us under this Agreement, We are relieved of any duty howsoever arising in respect of the Goods and they are held solely at Your risk. We may treat Goods remaining in the Unit after the End Date as abandoned and may dispose of them in accordance with Conditions 18.5 to 18.10. You will also be responsible for the removal of any rubbish You create during this Agreement or following the End Date and We do not provide waste bins for Your use. If You leave rubbish on the Site a charge will be applied to Your account for the costs of its removal.

24. If You do not comply with any notice You give Us by removing all Goods from the Unit on the End Date then You will have to give notice again and We shall be entitled to be paid Our Fees for the period to the new End Date.

25. Termination will not affect either Your or Our outstanding rights or duties, including Our right to recover from You any money You owe Us under this Agreement.

26. Where this Agreement has terminated and You have paid more of Our Fees and charges than are due at the Termination Date, We will refund the balance to You after deduction of any payments due to Us as if the balance were a Deposit under Condition 17. No interest will accrue on any money held by Us for You. Where any payments are still outstanding from You, You must pay Us in full including any outstanding interest before We will release the Goods to You.

27. You agree to examine the Goods carefully at the time You remove them from the Unit and must tell Us about any loss or damage to the Goods as soon as is reasonably possible after doing so.

28. If We decide not to exercise or enforce any right that We have against You at a particular time, then this does not prevent Us from later deciding to exercise or enforce that right unless We tell You in writing that We have waived or given up Our ability to do so.

29. If any court or competent authority decides that any of the provisions in this Agreement are invalid, unlawful or unenforceable to any extent, the provision will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.

30. We consider this Agreement sets out the whole agreement between You and Us in relation to the grant to You by Us of a licence to use and access the Unit.

31. We may, at any time, modify any of the terms of this Agreement and to change or impose new or additional terms and conditions as long as such modifications and/or additional terms and conditions are notified to You in writing and signed by one of Our directors. None of Our other employees or agents has any authority to vary this Agreement on Our behalf whether orally or in writing or to make any representation of fact that is or may be inconsistent with the terms of this Agreement. If You are notified of any changes and do not take any steps to terminate this

Agreement, Your continued use of the Unit will be considered as Your acceptance of and agreement to the amended terms. You may terminate this Agreement without charge at any time before the changes take effect by giving notice in accordance with Condition 22.1

32. This Agreement is personal to You. You may not assign or transfer any of Your rights under this Agreement or part with possession of the Unit or Goods whilst they are on the Site to any other person, firm or company and a breach of this Condition is a serious breach under Condition 22.3.

33. You agree that it is not intended that anyone other than You and Us will have any rights under this Agreement and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

34. This Agreement shall be governed by Scottish law and any dispute or claim that either You or We bring will be decided on the basis of the laws of Scotland by the Courts of Scotland.

35. This Agreement shall not create a lease or tenancy or constitute Us as bailees of Goods.

36. Where You are two or more persons Your obligations under this Agreement shall be obligations of each of You separately.

37. Where You or We are required to give notice under this Agreement, any notice must be in writing and will only be considered to have been given to the other if it has been delivered by hand to the person notified or sent to its address or by pre-paid post. Any notice from Us to You will be sent to Your address written in the License Agreement or any other address in the United Kingdom which You have previously notified to Us in writing. Any notice to You will also be sent to any owner(s) of the Goods (whether sole, joint, or co-owners) if You have previously notified Us of their name(s) and address(es). Any notice from You to Us must be sent to Our address set out in the License Agreement. A notice will be served at the time of personal delivery or forty-eight hours after it has been placed in the post.

38. We collect information about You when You register with Us and throughout the course of this Agreement. This information includes Your personal data ("Your Data") and We process Your Data in accordance with The General Data Protection Regulation 2016/679.

38.1. Your Data will be used for the purposes of this Agreement, processing payments, communicating with You and generally maintaining Your account with Us.

38.2. We may share Your Data with, and obtain information about You, from credit reference agencies or fraud prevention agencies or trade associations of which We are a member.

38.3. We will release Your Data and other account details at any time if We consider in Our sole discretion that such release is appropriate: (a) to comply with the law; (b) to enforce this Agreement; (c) for fraud protection and credit risk reduction; (d) for crime prevention or detection purposes; (e) to protect the safety of any person at the Site, or (f) if We consider the security of the Unit or its contents, or other units at the Site or their contents may be put at risk.

38.4. In the event that We sell or buy any business or assets, We may disclose Your Data and account details to the prospective seller or buyer of such business or assets or if We or substantially all of Our assets are acquired by a third party, Your Data and account details will be one of the transferred assets.

38.5. By agreeing to this lease you are liable for all business rates and insurance. Please contact the rate office for any further information.

38.6. You have the right to request a copy of the information that We hold about You. If You would like a copy of some or all of Your personal information, please email or write to Us at the address set out in the License Agreement. We may make a small charge for this service.

39. Before taking any court proceedings for anything arising out of this Agreement (apart from emergency court proceedings), the complaining party shall inform the other party in writing of the dispute in as much detail as possible and You and We agree to try informal conciliation within twenty business days of the notice of the dispute. If the dispute cannot be resolved, You and We agree to use the Centre for Alternative Dispute Solution to try to resolve the dispute amicably by using an Alternative Dispute Resolution procedure before taking any other step. If the dispute is not resolved to mutual satisfaction within 90 days after notice of the dispute has been given, You or We

may submit the dispute to the Court. This Condition does not affect the right of either You or Us to terminate this Agreement.

40. By signing up to a quarterly or annual tariff you are binding yourself to a contract and no refund or part refund can be given for cancelling early.

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