

Hunts Ltd, Great North Road, Buckden, St. Neots, PE19 5UL
Company Registration Number 03348489. VAT number 694717096

We may update the details in this document at any time, so please check to see the latest update.
Last update 17/05/2021

Conditions for the Hiring of Storage Units

1. Definitions

- (a) The 'Owner' is Hunts Ltd the company, firm or person letting the units on hire and includes their successors, assigns or personal representatives.
- (b) The 'Hirer' is the company, firm, person, or public authority taking the Owner's unit on hire and includes their successors or personal representatives.
- (c) The 'Unit' covers all classes of storage units which the Owner agrees to hire to the Hirer.
- (d) 'A Week' shall be seven consecutive days.
- (e) 'A Month' shall be from the first day to the last day of a month.

2. Extent of Contract

No conditions other than specifically set forth in the Offer and Acceptance herein shall be deemed to be incorporated in or to form part of the Contract.

3. Acceptance of Units

Acceptance of the unit implies acceptance of all terms and conditions herein unless otherwise agreed.

4. Unit in Good Order

Unless notification in writing to the contrary is received by the Owner from the Hirer within three days the unit will be deemed to be in good order. The Hirer will be responsible for its safekeeping and return at the end of the contract in good order.

5. Inspection

The Hirer shall at all reasonable times allow the Owner or his agents to have access to the unit.

6. Repairs and Adjustments

Any repairs or problems with the unit must be notified immediately to the Owner. The Owner will be responsible only for the cost of repairs to the unit.

7. Consequential Losses

The Owner accepts no liability or responsibility for any consequential loss or damage due to or arising through any cause beyond his control.

8. Hirer's Responsibility for Loss and Damage

Nothing in this Clause affects the operation of Clause 6 of the Agreement.

During the continuance of the hire period the Hirer shall make good to the Owner all loss of or damage to the unit from whatever cause, fair wear and tear excepted. The Hirer will fully and completely indemnify the Owner in respect of all claims by any person whatsoever for injury to person or property caused by or in connection with or arising out of the use of the unit. In the event of loss or damage to the unit, hire charges shall be continued until settlement of any claim is affected.

9. Re-Hiring

The unit shall not be re-hired, sublet, or lent to any third party without the written permission of the Owner.

10. Change of Site

The unit shall not be moved from site.

11. Basis of Charging

The unit will be charged at a net monthly rate. Hire charges will be paid for based on one month in advance of each monthly hire period.

12. Commencement and Termination of Hire

The hire period will commence from the time when the Offer and Acceptance is signed unless specified in the Agreed Terms of Hire and shall continue until any keys are returned and all payments on the unit up to the off-hire date are received by the Owner.

13. Notice of Termination of Contract

The Hire Contract shall be determined by seven days' notice in writing given by either party to the other (except in cases where the units have been damaged).

14 Export Activities.

We do not allow collection of items for sale to be exported and sold from the storage units. We do allow your personal or business items to be exported to your new residence.

15. Use of the Store.

We do not allow Items to be stored outside or on top of the store; all stored items must be placed inside the store.

16. Deposits.

a) Holding Deposit – If you wish to reserve a unit, we take half of the rentable value as a deposit. This will reserve the unit for up to a month. The deposit will then be used for part payment on the unit you have reserved. If you decide at any point after payment of the deposit, you do not need to hire the unit, then we will keep the deposit to cover the unit being empty for that period.

b) Security Deposit – We take a full month’s deposit upfront with your first payment. This is then held on your account until you off hire the unit. Once you have informed the owner that you have emptied the unit, the owner will then inspect the unit for damage or any items left in the unit, including any rubbish. If there is any damage, Items, or rubbish, then we will bill you from the security deposit accordingly.

17. Non-Payment of Rental Fees

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

b) If any part of the Rental Fees or the late payment charge is still outstanding two months after the Due Date then we may: -

b.i) Give you written notice sent to you by email or post that we will remove all the goods in the Unit if you have not paid all outstanding amounts due in full within 72 hours of the posting of that notice by us to your email or address set out in the schedule.

b.ii) On expiry of the written notice we may remove all the goods in the Container to any alternative storage facilities that we may decide without incurring any liability for loss or damage to the goods arising from their removal and alternative storage.

b.iii) You will be charged for the full cost of removing the goods from the Unit and alternative storage costs together with any repeated costs if we move the goods at any time afterwards.

b.iv) We will sell the goods stored in the container, the proceeds of the sale will be used to discharge any outstanding Rental Fees and other charges due to us. If the proceeds of sale are insufficient to discharge your outstanding liability to us, then you will remain liable for the balance and we may take action we consider necessary to recover the outstanding amounts.

b.v) We will treat any goods that are not sold as abandoned and destroy, or otherwise dispose of them.

18. Protection of Owners Rights

(a) The Hirer shall not re-hire, sell, mortgage, charge, pledge, part with possession of or otherwise deal with the unit except as provided under Clause 11 and shall protect the same against distress, execution or seizure and shall indemnify the Owner against all losses, damage, costs, charges, and expenses arising as a direct result of any failure to observe and perform this condition except in the event of Government requisition.

(b) If the Hirer make default in punctual payment of all sums due to the Owner for hire of unit or other charges or shall fail to observe and perform the terms and conditions of this Contract, or if the Hirer shall suffer any distress or execution to be levied against him or make or propose to make any arrangements with his creditors or being a Company, shall go into liquidation (other than a member’s voluntary liquidation) or shall do or shall cause to have done or permit or suffer any act or thing whereby the Owner’s rights in the unit may be prejudiced or put into jeopardy, this Agreement shall forthwith be terminated (without any notice or other act on the part of the Owner and notwithstanding that the Owner may have waived some previous default or matter of the same or a like nature), and it shall thereupon be lawful for the Owner to retake possession of the said unit and for that purpose enter into or upon any premises where the same may be and the determination of the hiring under this Condition shall not affect the right of the Owner to recover from the Hirer any monies due to the Owner under the Contract or damages for breach thereof.

19. Law of Contract

This Contract comes within the jurisdiction and complies with English law.

I.....agree to the above terms and conditions.
(Print name)

Signed:

Date: