



## Terms & Conditions

### INTERPRETATION

1.1 In these conditions, the following definitions apply unless the context requires otherwise. References to we, us, our are references to Pyramid Self Storage Limited, or any of its subsidiaries or holding companies.

References to you and yours are references to the Customer named on the front page of the License Agreement.

Additional Charges means charges for merchandise, transport, waste facilities, out of hour's access, false alarm callouts, VAT and other charges that may be incurred from time to time, such as cleaning, repairs and maintenance.

Agreement means the License Agreement overleaf.

Conditions mean these Conditions of providing our Services and use of our Storage Centre together with any additional conditions which may from time to time be brought to your attention or which are supplied herewith.

GDPR Compliance Statement : Means statement which is available on request on why we must hold your contact details during the period of storage.

Late Charge means a charge for late payment of a sum due and owing.

Period means one calendar month or any part thereof. Period of Storage means the period of time (being not less than one calendar month) during which the Property is stored at the Storage Centre. In the event of the good being stored for a period in excess of one calendar month the storage fee charged will be for each calendar month or part thereof.

Regular Service and Storage Charge means the service and storage charge levied for each Period that the Property is stored at the Storage Centre. Storage Centre means the premises indicated in the Agreement overleaf. Storage Charge means the sum set out in the License Agreement.

Services means the provision of services related to storage to be provided by us pursuant to these Conditions and the

Agreement with you, to include cleaning, maintenance, management services, premises security and loading and unloading and the service of storage.

Total Charge means the Regular Service and Storage Charge plus any Additional Charges.

Week means a period of 7 days. Month means a calendar month

1.2 Unless defined above, all capitalised words and phrases used in these Conditions refer to terms used in the Agreement overleaf.

1.3 The headings used in these Conditions are for convenience only and will not affect the interpretation of any provision contained in these Conditions.

### 2 THE PROVISION OF SERVICES

2.1 We will upon receipt of the Storage Charge and such other periodic charges as may accrue from time to time, provide the Services to you for the duration of the Period of Storage or until the Agreement is terminated in accordance with clause 12.1 of these Conditions.

2.2 You warrant that you are either the owner of the Property or you are authorised by the owner of the property to accept these Conditions on his, her or its behalf.

2.3 We do not inspect property in the Storage Centre and we do not keep any records concerning, or any inventory of, the Property, nor do we have any knowledge of its nature, condition or state of repair other than as described by you in this agreement.

### 3 RIGHTS OF ACCESS

3.1 At our discretion, we may allow other persons authorised by you to have access to the Storage Centre and to remove the Property. In that regard if such person has been given the code and the key to the unit we will assume them to be authorised by you to access the unit.

3.2 We will not be liable for loss of or damage to the Property arising from someone being given access or being allowed to remove the Property where we have reasonable grounds to believe that person is entitled or authorised to have access.

3.3 The Storage Centre will be open during the designated opening times. Unless indicated otherwise, the Storage Centre will be closed on bank and public holidays. We reserve the right to alter the designated opening times at our sole discretion by notice at the Storage Centre.

3.4 Out of hours' access may be arranged, at our sole discretion. If you require access after normal business hours of the Storage Centre or on a Sunday, bank holiday or public holiday, arrangements must be made in advance during normal business hours with a member of staff at the Storage Centre. An additional charge may be levied for out of hour's access.

3.5 In the event that due to an occurrence which is our responsibility you are unable to access the unit after arranging out of hour's access then our liability shall be limited solely to the additional charge in respect of out of hour's access to which we would otherwise have been entitled.

3.6 In the event that you activate the alarm while availing of out of hour's access then a false alarm charge will be levied to your account in order to offset the cost incurred by us in relation to the false alarm call out.

3.7 We reserve the right to exclude you from the Storage Centre if you are in breach of any of the provisions of the Agreement or these Conditions for so long as such breach remains un-remedied.

3.8 We alone will determine where the Property is to be stored within the Storage Centre. Notwithstanding any initial or subsequent allocation of spaces for the storage of Property, you will not be entitled to exclusive possession or use of that or any other part of the Storage Centre.

3.9 We may enter the unit by giving you 7 days' notice so that we may inspect the unit to ensure compliance with these terms and conditions.

3.10 We may enter the unit at any time without notifying you in the case of emergency when required to do so by the Garda, fire services, local authority or court order where we suspect the unit is being used in breach of the Agreement and to gain access in accordance with clause 11 of this Agreement.

3.11 We may enter the unit if any additional services are required including necessary repairs, cleaning, maintenance and alterations.

3.12 In order to complete this agreement and to provide the service for which you have engaged us we are obliged to hold your contact information. We will only hold same for the duration of this agreement and please note that all contact information we hold on your behalf will be destroyed within 24 months of the termination of this agreement.

### 4 THE TOTAL CHARGE

4.1 The Total Charge will be payable in respect of each Period.

4.2 The Total Charge for the first Period will be due and payable on the date that the Agreement overleaf is signed by you and the Total Charge for each successive Period thereafter will be due and payable on the first day of that Period.

4.3 We are entitled to increase the Total Charge by giving you one month's prior written notice. Any such increase will take effect immediately following the expiry of the current Period. Upon receiving such notice, you are entitled to terminate the Agreement in accordance with clause 12.1 of these conditions.

4.4 We will be entitled to impose a late charge of €5.00 or 10% of the overdue Service and Storage Centre per month (whichever is greater) (plus applicable VAT, if any) for each Period that the Total Charge remains unpaid having become due and payable. Such Late Charges will be invoiced separately.

4.5 A service charge of €20.00 will be levied for all returned cheques and rejected payments.

## **5 YOUR UNDERTAKINGS**

5.1 You undertake that:

5.1.1 The Property will be securely and properly packed in such condition as not to cause damage or injury to the Pyramid Self Storage Centre or to any other property, whether by spreading damp, infestation, leakage or the escape of fumes or substances or otherwise howsoever. In addition, the Property will not be perishable nor include any animal or other living creature, in the event of any goods being stored on pallets they must have the relevant EU ISPM15 stamp thereon.

5.1.2 Before presentation of the Property for storage, you will inform us in writing of any special services you require or any special storage requirements, due to the nature, weight or condition of the Property.

5.1.3 None of the Property contains or consists of hazardous, toxic or radioactive materials, pollutants or contaminants in liquid, solid or gaseous form, food or perishable goods, living creatures of any description, combustible or flammable materials or liquids, firearms, explosives, weapons, ammunition, chemicals, biological agents, asbestos, materials of a potentially dangerous nature, items which emit fumes, smells or odours, illegal substances, illegal items or goods illegally obtained or compressed gases.

5.1.4 None of the Property constitutes waste as defined in law.

5.1.5 During your period of use of the unit you will keep the unit and the surrounding area clean and free of waste and debris, and you are responsible for disposal of your own waste in order that a clean and safe environment is maintained at all times at the Storage Centre.

5.1.6 You will leave the unit and the Storage Centre secure at all times.

5.1.7 You and any other person authorised by you will observe any regulations in force from time to time at the Storage Centre.

5.1.8 You will only use the unit for storage purposes by you or any other person authorised by you. You undertake not to carry out any form of work or trade in or around the unit or at the storage centre and undertake not to conduct any form of business therefrom. In the event of any such activity coming to the attention of the Company its servants or agents same will result in the immediate termination of this agreement.

## **6 YOUR OBLIGATIONS**

6.1 You will not allow anything to be done at the Storage Centre, which may be or may become a nuisance or disturbance to our employees, agents or our other customers;

6.1.2 Transfer or assign or in any way part with your rights or obligations under this Agreement and these conditions without our written consent;

6.1.3 Request us to store any Property, the possession of which is a breach of the law or which would require us to comply with any statutory duties.

## **7 LIEN**

7.1 We have a general lien over the Property, which entitles us to retain the Property as security for payment of all sums due and payable and becoming due and payable by you under the Agreement and for any other monies which are owed to us by you.

## **8 OUR LIABILITY**

8.1 Subject to clause 10, we shall not be liable for any loss (including consequential or economic loss) or damage to the goods whether or not the loss or damage is due to any act or omission, negligence or wilful default by us or by any of our employees, agents or other customers, nor shall we be liable for any consequential or economic loss incurred by you as a result of any loss or damage to the goods. Any other representations, conditions, warranties and other terms whether written or oral, express or implied, statutory or otherwise which are or may be inconsistent with this condition are expressly excluded.

8.2 The exclusion of liability in clause 8.1 above does not apply where the damage suffered by you is a direct result of our negligence or wilful default of that of our employees or agents when our liability will be €1,000 per unit. We do not exclude liability for physical injury to or the death of any person and which is a direct result of our negligence or wilful default of that of our agents and/or employees.

## **9 INDEMNITY**

9.1 Subject to the provisions of clause 8.2 above you will indemnify us and keep us indemnified against all and any cost, charges, expenses, damages or losses incurred or suffered or becoming payable by us in connection with or as a result of any demand, claim or action or other proceedings brought against us arising out of, or in connection with, the provision of the Services including but not limited to the following:

9.1.1 The dangerous nature or any dangerous characteristics of the Property or the infectious or contagious nature of the Property;

9.1.2 The services provided in connection with the storage of the Property or the storage of the Property at the Storage Centre;

9.1.3 Any additional services required in the event of termination.

## 10 LIABILITY FOR LOSS & DAMAGE

10.1 You accept that the Property stored at the Storage Centre is stored at your sole risk and expense. You will be solely responsible for taking out appropriate insurance at the full replacement value of the Property against all normal perils (i.e. loss of or damage to Property caused by fire, lightning, explosion, earthquake, aircraft, storm, flood, bursting and/or leaking pipes, theft accompanied by forcible and/or violent entry or exit, riot, strike, civil commotion, malicious damage and impact by vehicles). In addition, you will procure that the policy of insurance will contain a waiver of the insurer's rights of subrogation against us, our employees or our agents.

## 11 NON PAYMENT OF CHARGES

11.1 If you fail to pay the Total Charge or any Late Charge on the payment due date, we will, at our absolute discretion, be entitled to sell, or in the event that a sale would not be economically justifiable, destroy or otherwise dispose of the Property as we see fit to include without notice returning the items stored to your address.

11.2 The proceeds of any such sale affected pursuant to sub clause 11.1 above may be applied to us to any unpaid Total Charge and Late Charge and to any other costs, charges and expenses, incurred in connection with such sale. You will be entitled to claim the balance (if any) which remains thereafter.

11.3 Any sale affected pursuant to sub clause 11.1 above will be without prejudice to our rights to recover from you any balance outstanding and due from you after the proceeds of the sale have been applied in accordance with sub clause of these conditions.

## 12 TERMINATION

12.1 Either party may terminate the Agreement upon giving **14 days notice** in writing to the other party.

12.2 Notwithstanding sub clause 12.1 above either you or we may terminate the Agreement by written notice to the other with immediate effect on the occurrence of a breach by either of us of the Agreement or these Conditions.

12.3 Any termination of the Agreement by either you or us will be without prejudice to any other remedies either of us may be able to pursue against each other including the remedy that either of us may be able to sue the other in respect of accrued rights under these Conditions.

12.4 On termination you will leave the Storage Centre, in substantially the same condition as it was at the Commencement Date. In the event that costs are incurred by us in cleaning the Storage Centre or disposing of goods after termination of the Agreement, then we shall be entitled to recover these costs as an additional charge.

## 13 GENERAL

13.1 These Conditions together with the Agreement herein form the entire agreement between you and us and supersede and extinguish all earlier agreements and arrangements of any kind between us.

13.2 Any notice given under these Conditions will be in writing and signed by or on behalf of the party giving it and may be served by depositing it at or sending it by facsimile or first class prepaid post to the addresses stated overleaf or if any change of address has been notified to us at the last address so notified. Any notice so served by facsimile or post will be deemed to have been received in the case of facsimile, 12 hours after the time of dispatch and in the case of first class prepaid post, 48 hours from the time of posting. It is your responsibility to notify us of any change of address and in the absence of such notice, service will be deemed to be good if sent to the address stated herein.

13.3 We shall not be liable for any loss or damage which you may suffer as a direct or indirect result of our performance of this agreement being prevented delayed by reason of any Act of God, riots, strike or lockout trade dispute or labour disturbance, accident, breakdown or plant machinery equipment, fire, flood, break-in, difficulty in obtaining workmen, materials of transport, electrical power failure or other circumstances whatsoever outside our control.

13.4 Each of the provisions of the Agreement and of these Conditions is severable. If any such provision is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction that shall not affect the legality, validity or enforceability in that jurisdiction of any other provisions of the Agreement of these Conditions.

13.5 Nothing in this Agreement or in these Conditions will be treated as creating any tenancy, lease, license or any relationship landlord and tenant between you and us, nor will be regarded as a warehouse keeper.

13.6 Irish law will govern this Agreement and you will submit to the exclusive jurisdiction of the Irish Courts.

13.7 Failure to comply with our payment terms may affect your credit rating.