

MacQueen Bros. Ltd.

REMOVALS AND STORAGE

Unit 4, 7B, Glengallan Road, Oban, Argyll PA34 4HG
Tel: (01631) 564848 Email: info@macqueenbros.com
www.macqueenbros.com

STEEL CONTAINER RENTAL ACCEPTANCE FORM

Please return top copy

MacQueen Bros Ltd.
Glengallan Road, Oban,
Argyll, PA34 4HG

Container No.: _____

Your Ref No: _____

Dear Sirs

I agree that you will hire to me a steel container, subject to your Terms and Conditions of Licence of a Container to Store Goods, as printed overleaf, which I have read and understand. In particular, I understand that, as per clause 14, 36 and 38 overleaf, MacQueen Bros Ltd. accept no liability whatsoever for goods stored in steel containers.

I wish to hire a steel container on your site at Glengallan Road:

From date: _____

Or

On my site address:

Costs

Delivery: _____

Uplift: _____

Weekly Rental: _____

I wish to have the container delivered to my site on date: _____

Invoicing Address

Telephone Numbers

Home: _____

Work: _____

Mobile: _____

Email: _____

Signed: _____ Date: _____

Name in Capitals: _____

Terms and Conditions of Licence of a Container to Store Goods

1. In these terms and conditions, the following words have the following meanings:
Access Hours the hours we permit you to access the Container
Deposit the amount specified on the Licence Form
Due Date the Start Date for the first four weeks of this Licence and the corresponding date for each following period of four weeks, or such other date we agree in writing with you
General Conditions the Conditions set out from Conditions 1 to 71 of this Licence
The Goods anything you store in the Container at any time during the Licence Period
Licence Form the Licence Form you have signed and completed
Licence Period the period commencing on the Start Date and ending on the Termination Date
Minimum Storage Period & Other Charges the minimum storage period stated on the Licence Form Our fees for other services (and any VAT payable) that may be incurred by you from time to time
Our Licence Fees the amount specified on your invoice (based on the weekly fee specified on the Licence Form) plus any Other Charges which shall also be paid by you where it is or becomes applicable
Prompt Payment in respect of the payment of each and every sum due under this Licence, payment on the Due Date or within two (2) working days afterwards, and in respect of any sum payable under any other agreement between you and Us, payment within five (5) days of that sum being demanded in writing
Container means the container(s)
Start Date the date specified on the Licence Form
Store the premises at which the Container is situated
Termination Date the date of termination of this Licence in accordance with Condition 60
Termination Notice the period of written notice stated on Period the Licence Form
This Licence the licence entered into between you and Us, which includes the Conditions and the Licence Form
We, Us, Our the Container provider named as the Licensor on the Licence Form
Your the Licensee named on the Licence Form
Your Debt has the meaning described in Condition 17

2. VAT will be chargeable on sums payable where required by the UK VAT Act.
STORAGE
3. So long as your Licence Fees are paid up to date, without limiting Condition 24, We licence you, but not our person to use the Container in accordance with this Licence during the Licence Period.
4. You are deemed to have knowledge of the Goods in the Container.
5. This Licence does not:
5.1 create a tenancy or lease or the relationship of landlord and tenant between you and Us; or
5.2 mean that we are bailees, custodians or warehousemen of the Goods.
6. We do not have and will not be deemed to have knowledge of the Goods, or of the nature, condition or state of repair of any Goods.
COST
Our Licence Fees
7. When you sign the Licence Form, you must pay Us our Licence Fees for the Minimum Storage Period. After that, you must pay our Licence Fees on the Due Date. All sums payable to Us under this Licence will become due immediately upon termination of this Licence in accordance with Condition 55.
8. It is your responsibility to make sure that payment is made directly to Us on time and in full throughout the period of storage. If you pay by direct transfer, you must make sure that you identify the payment clearly so that we can easily see to what it relates to your account.
9. If you do not pay any of our Licence Fees by their Due Date we may immediately without notice to you, suspend the licence, deduct any amounts over and above our Licence Fees agreed to be granted by Us to you.
10. If you do not pay our Licence Fees within ten (10) days after its Due Date, you must immediately on demand pay Us an charge for late payment (the "Penalty Late Charge") which is the larger of 10% of Our (4 weekly) Licence Fees or £10. If you fail to pay our Licence Fees continues for fifteen (15) days or more after its Due Date and/or you fail to pay the Penalty Late Charge on demand, we may (as an alternative) require you to pay an interest on which the original Licence Fees were due and the rate of 5% above the base rate of Clydesdale Bank PLC, calculated from the date when payment becomes due to and including the date of actual payment including all accrued interest, whether before or after judgment. The Penalty Late Charge or interest shall be payable even if we exercise the right of sale under this Licence.
11. Where you have more than one licence with Us, all will form one account which we may choose to apply any payment made by you or on your behalf to this Licence against any debt due from you to Us on any licence in the account.
12. If you make a part payment of any of our Licence Fees outstanding under this Licence and we retain your part payment, this will not affect our ability to take any action against you or to exercise any rights that we have under this Licence in respect of our Licence Fees that remain outstanding from you. The time period from which we may take such action will still start from the Due Date on which the original Licence Fees were due and the Due Date will not be extended as a result of your part payment.
13. We will refund any overpayments to you within fourteen (14) days of the Termination Date. Any such refund will be by company cheque, direct debit or an electronic transfer to a credit/debit card. No refunds will be given by cash monies.

DEFAULT – RIGHT TO SELL OR DISPOSE OF GOODS
14. We take the issue of Prompt Payment very seriously. It is very important that you make Prompt Payment of each and every sum (including interest) whether incurred or not, owing from you to Us from time to time under this Licence or any other agreement between you and Us (in this Licence called "Your Debt").
15. If you do not make Prompt Payment of Your Debt, you agree that:
15.1 the Goods are left in the Container at your sole risk;
15.2 without limiting Condition 15.1 or 36 or 37, we exclude any liability in respect of the Goods when payment of our Licence Fees or charges is overdue; and
15.3 we may immediately exercise the lien described in this Licence (in particular in Condition 16).
16. A lien means that we have a right to retain the Goods until we have received full payment of your Debt, and we may sell or dispose of the Goods as described below. We have a lien over the Goods for your Debt until payment of your Debt in full has been received by Us in cash, by bank transfer or, if by cheque, until the cheque has been paid by your bank. The following Conditions apply to our right of lien:
16.1 We are entitled to continue to charge you, and you shall pay Us, fees and charges at the same rates as under this Licence from the date Your Debt becomes due until payment is made in full or the Goods are sold or disposed of; and
16.2 in default of the Prompt Payment of Your Debt, you authorise Us:
16.2.1 to refuse you and Your agents access to the Goods, the Container and the Store, and to overlook the Container;
16.2.2 to access the Container and inspect and remove the Goods to another Container or Store; and
16.2.3 apply the Deposit against Your Debt and, if the Deposit is insufficient to clear Your Debt in full, to hold onto and/or ultimately dispose of some or all of the Goods as described in Condition 17 onwards, and you will be required to pay our costs of taking this action, including any costs associated with accessing the Container, cleaning the Container and disposing of or selling the Goods.
17. If your Debt is not paid thirty (30) days after the Due Date or if you fail to collect the Goods after we have required you to do them or if you fail to collect the Goods upon expiry or Termination Date of this Licence, subject to Condition 18:
17.1 We may sell the Goods as if we were the owner of the Goods;
17.2 We will pass all ownership to the Goods to the buyer;
17.3 We will use the proceeds of sale to pay:
17.3.1 first the reasonable costs incurred by Us in administering the debt collection and sale process. These costs will include (for example) auction costs, removal costs, cleaning costs and charges for our own time;
17.3.2 secondly to pay Your Debt and to hold any balance for you. We are not required to give you any interest on the balance; and
17.4 if the proceeds of sale are insufficient to discharge:
17.4.1 all or any part of the costs described in Condition 16.3.1; and
17.4.2 Your Debt. You must pay any balance outstanding to Us within seven (7) days of a written demand from Us, which will set out the balance remaining due to Us. Interest will continue to accrue on Your Debt until payment has been made.
18. Before we sell or dispose of the Goods, we will give you notice in writing (provided by email, and/or where we consider it necessary, by hand, registered letter or recorded delivery service) of the amount of your Debt and the date of the notice and you must pay your Debt within 7 days of the date of the notice. We will sell the Goods. We do not agree to give you any further notice of any intended sale.

19. Where we decide to sell the Goods, we will sell the Goods by any method(s) reasonably available to achieve a selling price reasonably obtainable in the open market, taking into account the costs of sale.
20. If in our opinion 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 (and this cost will be added to your Debt).
21. We may also dispose of your Goods if your Goods are damaged due to fire, flood or any other event that has made the Goods (in our opinion) severely damaged, of no commercial value, or dangerous to people or our store. We do not need your prior approval to take this action, but we will send notice to you within seven (7) days of assessing the Goods (or, where possible, We will try to give you prior notice).
22. You agree that we may immediately move, sell or dispose of any items that you leave unattended in common areas or outside of your Container at any time with no liability to you. Where possible, we will try to give you prior notice.
ACCESS
23. You have the right to access the Container at any time during the Access Hours of the Licence Period only for the purposes of depositing, removing, substituting or inspecting the Goods and your regular inspection of the Container for damage or unsuitability of the Goods. You are not permitted to have access to the Container for any other purposes or outside Access Hours. We will try to provide advance warning of changes in Access Hours by notice at our store, but we may change Access Hours to other reasonable access times at any time without giving any prior notice.
24. Only you and persons authorised in writing or accompanied by you will be allowed to have access to the Container (this includes any 'Authorised Person - Access Person' you nominate on the Licence Form). Any such person is your agent for whose actions you are responsible and liable to Us and to other users and licensees of containers at the Store. 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 Licence 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 that the safety of any person at the Store, or the security of the Container or its contents, or other containers at the Store or their contents may be put at risk.
25. You permit Us and our agents and contractors to access the Container and if necessary We may break the lock to gain access to the Container:
25.1 if we give you notice less than seven (7) days' notice so that we may inspect the Container or carry out repairs, maintenance and alterations to it or any other container or part of the Store; and
25.2 at any time without notifying you beforehand (but we will give you notice as soon as practicable afterwards as long as we are not prevented by law from telling you);
25.2.1 if we reasonably believe that the Container contains any items described in Condition 27 or is being used in breach of Condition 29 and 30, 25.2.2 for the purpose of checking whether the Container contains any items described in Condition 27 or 30, and
25.2.3 if we reasonably consider that such access is necessary to ascertain whether action needs to be taken to prevent injury or damage to persons or property;
25.2.3.1 if we are required to do so by the Police, Customs, Fire Services, Local Authority, by a Court Order, by a competent authority or by law;
25.2.4 for any purpose if we believe it is necessary in an emergency;
25.2.5 to obtain access for relocation purposes in accordance with Condition 31;
25.2.6 to obtain access in accordance with Our powers if you have not made Prompt Payment of Your Debt; or
25.2.7 to prevent injury or damage to persons or property.

CONDITIONS
26. We ensure that the Container is locked so as to be secure from unauthorised entry at all times when you are not using the Container and that it is secure when you leave the Store. We will not be responsible for locking any unlocked Container. You should not leave your key with, provide your combination number to, or permit access to your Container 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 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 Container and any such person acts as your agent only.
27. You must not store or keep (and you must not allow any other person to store) any of the following in the Container:
27.1 food or perishable goods unless approved by Us and provided that they are protected from and do not attract vermin;
27.2 plants, birds, fish, animals or any other creatures, but this will not prevent you (or someone authorised to use the Container) from bringing a guide dog with you to the Container during your visit to the Container;
27.3 combustible, flammable, explosive or oxidising materials, liquids or gases e.g. paint, petrol, oil, cleaning solvents, gas cylinders, cellulose nitrate film or fireworks;
27.4 firearms, weapons, ammunition, explosives or the components thereof;
27.5 chemicals, radioactive materials, biological agents or asbestos;
27.6 pollutants, toxic or hazardous materials or contaminated goods or other materials of a potentially dangerous nature;
27.7 any item which emits any fumes, smell or odour;
27.8 any illegal substances, illegal items or goods illegally obtained, including counterfeit goods (e.g. smugled/counterfeit) tobacco, illicit alcohol, unlicensed medicines or unsafe goods (including toys, electrical items, cosmetics and fireworks);
27.9 compressed non-flammable gases without our written consent and in accordance with Our specific requirements;
27.10 any item of high value requiring specialist storage (including without limitation jewellery, money, bullion, deeds, bonds, securities, stamps, antiques, fine art or fine wines;
27.11 tyres; or
27.12 waste materials including any materials or goods for export deemed to be waste e.g. used electrical equipment (unless tested and certified for re-use), used vehicles or parts thereof, and you will be liable under Condition 40 if you store or keep any of these items in your Container.
28. You must ensure that when the Goods are presented for storage, they will be securely and properly packed and in such condition so the Goods do not to cause damage or injury to the Store or to any other property, whether by spreading damp, infestation, leakage or the escape of fumes or substances or in any other way.
29. You must not (and you must not allow any other person to):
29.1 use the Container or do anything at the Store or in the Container which may be or may become an annoyance or nuisance to Us or the users or licensees of any other container or any person at the Store;
29.2 do anything at the Store or in the Container which may invalidate any of our insurance policies or those of other container users or licensees or increase the premiums payable on them;
29.3 use the Container as living accommodation;
29.4 use the Container as a home address or business address and not use the address of the Store or the Container for receiving or sending mail without our prior permission;
29.5 use the Container as an office
29.6 to paint, spray paint or do any mechanical work of any kind in the Container;
29.7 attach anything to the internal or external surfaces of the Container or make any alteration to the Container;
29.8 allow any liquid, substance, smell or odour to escape from the Container or any noise to be audible or vibration to be felt outside the Container;
29.9 cause any damage to the Container or any other Container or the Store or its facilities or to the property of Us or any other Container users or licensees or other persons at the Store or if you cause any damage you must (at Our choice) use your own funds to repair the damage or reimburse the costs of making necessary repairs, restoration or replacement or make proper compensation to other Container users or licensees;
29.10 leave anything in or cause any obstruction or undue hindrance in any service area or other part of the Store and you must at all times be courteous to others and take reasonable care for your own safety and that of others in using these areas;
29.11 leave any waste or refuse that is created by storing the Goods and you will be charged the reasonable costs of disposing of such waste or refuse if you do not comply with this Condition;
29.12 connect anything to any power point without our consent. Any electrical appliance connected must be placed on a proper surface in an area dedicated for their use;
29.13 ignore any regulations in force from time to time at the Store and in particular you undertake to observe and comply with the "No Smoking" policy that is in effect in the Store and its common parts; or
29.14 display any signs at the Store.
30. You must agree that you shall ensure that your agents;

30.1 use reasonable care when at the Store or using the Container and take all reasonable care in respect of the Container, the Store, and the property of Us or any other Container users or licensees or other persons at the Store;
30.2 inform Us immediately of any damage or defect to the Container;
30.3 comply with the reasonable directions of any of our employees, agents and contractors at the Store and any further regulations or instructions for the use, safety and security of the Container and the Store which may issue from time to time;
30.4 pay for the reasonable cost of repairs or cleaning or making good to your Container or our Store, of any damage caused by you or your agents, including any damage caused by your removal, haulage or delivery contractors, or any disposal of refuse or waste;
30.5 comply with all 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.

Relocation
31. This Licence does not give you any right to exclusive possession of the Container. We may at any time relocate you to another Container specified by Us.
31.1 in the event of a fire or flood or other incident or occurrence at the Store which in our opinion requires the Container or any part of the Store to be closed or sealed off, and we will try and give you seven (7) days' written notice but this may not always be possible; or
31.2 by giving you seven (7) days' written notice if we close the Store or any part of the Store for redevelopment, in these circumstances, where we have given you prior notice, you shall remove the Goods from the current Container and store them in another Container. The Goods may need to be moved from the Container to another Container in another store, which we will try to ensure is as near as possible to the Store in the given circumstances. We agree to pay your reasonable costs of removal if we have approved those reasonable costs in writing in advance of the removal.
32. If you do not arrange for the removal of Goods to the alternative Container by the time specified in our notice (where applicable), we and our agents and contractors may enter the Container and arrange for removal of the Goods. 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, which is subject to limitation of Our liability contained in Condition 36).
33. If the Goods are moved to an alternative Container, this Licence will be varied by the substitution of the alternative Container number but shall otherwise remain the same. The full amount of the Prompt Fee shall be set out on the Licence Form and you will continue to apply to the alternative Container.
Other conditions
34. Because the nature and type of the Goods being stored by you from time to time is entirely within your discretion (subject to the restrictions in Conditions 27 and 28), you must ensure that the Container is fit for your purpose and suitable for the storage of the Goods that you store or intend to store. We do not accept any liability for any damage to the Container or its contents if you use a suitable place or means of storage for any particular goods or suitable for your office use. We strongly advise you to inspect the Container before storing Goods in the Container and from time to time throughout the period of this Licence.
35. We may refuse to permit you to store your Goods or require you to collect any Goods from the Container if in our opinion the safety of any person at the Store, or the security of the Container or its contents, or other containers at the Store or their contents would be put at risk by the storage or continued storage of any such Goods.
RISK AND RESPONSIBILITY
36. Without limiting Condition 37, storage of the Goods in the Container is at your sole risk. You will be responsible for and bear the risk of any and all theft, damage to, and deterioration of the Goods except where it is caused by our negligence or breach of contract (in which case our total liability shall be in no circumstances exceed the full replacement value of the Goods as specified by you on the Licence Form). Without limiting the rest of this Condition, we exclude all liability in respect of loss or damage:
36.1 to your business (if any), any business interruption or loss of any business opportunity or profits, or for any indirect loss or damage to your business;
36.2 that is a not foreseeable consequence of the breach. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time this Licence was made, both We and you knew that the loss might happen; or
36.3 to Goods above the sum of £20 (except where theft, damage to, or deterioration of Goods occurs due to our negligence or breach of contract, which we consider to be the normal excess on a standard household policy whether or not that policy would cover the Goods. As described in Condition 38, you must ensure that your goods are insured at all times.
37. We do not exclude liability to you where it would be unlawful to do so. This includes liability for fraud or fraudulent misrepresentation, for physical injury to or the death of any person and which is a direct result of our negligence or willful default of our agents and/or employees or for breach of our legal rights in relation to the services.
38. We do not insure the Goods. You must ensure that your Goods remain insured at all times while they are in storage against all Normal Perils for their full replacement value (as specified by you on the Licence Form). You will not allow this insurance cover to lapse throughout the Licence Period. You will also make sure that the total value of Goods in the Container does not exceed the full replacement value (as specified by you on the Licence Form) and that the full replacement value is in writing from time to time. Normal Perils for this Licence means actual 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 Container, riot, strike, civil commotion, malicious damage, and impact by vehicles of any kind.
39. You must supply Us with evidence that you have taken out such insurance cover before this contract can be signed and promptly if we request for you to provide evidence throughout the Licence Period. Inspection by Us of any insurance documents provided by you to demonstrate cover does not mean that we have approved the cover or confirmed it is sufficient.
40. You will be liable for and you will compensate Us for the full amount of all claims, demands, liabilities, damages, costs and expenses incurred by Us as a result of our negligence or willful default of our agents or employees or licensees or persons at the Store which arise out of:
40.1 the use of the Container or the Store by you or any of your employees, agents or invitees (including relating to the ownership or storage of Goods in the Container);
40.2 Your breach of this Licence or a breach by any of your agents;
40.3 any dispute as to the ownership of the Container or as to the person who is entitled to law to have possession of the Container; and/or
40.4 our enforcement of any of the Conditions of this Licence.
41. You agree to comply with this Licence and all relevant laws and regulations that are or may be applicable to the use of the Container. This includes laws relating to the Goods which are stored and how you store the Goods. You are responsible for any breach of those laws, and you must compensate Us for the full amount of all claims, liabilities, demands, damages, costs and expenses we incur due to your breach of laws.
42. If we have reason to believe that you are not complying with all relevant laws, we may take any action we believe to be necessary, including:
42.1 the action outlined in Conditions 56.2 and 23;
42.2 contacting, cooperating with and/or submitting Goods to the relevant authorities; and/or
42.3 immediately disposing of or removing the Goods from your cost, and you agree that we may take such action at any time even though we have agreed earlier.
43. In the event of circumstances which are outside Our or your reasonable control and any consequences of those circumstances, Neither you nor We shall have any liability under this Licence or be considered to be in breach of this Licence for any delay or failure in performance of this Licence or any resulting loss or damage to Goods. These circumstances include, for example, any natural disaster, riot, accident, breakdown of plant or equipment, fire, flood, explosion or other force majeure event, or environmental or health emergency or hazard, or access of any Container including the Container or the Store by, or arrest or seizure or confiscation of Goods by competent authorities. We do not agree and are not obliged by this Licence to maintain the safety or security of the Goods, the Container or the Store in order to keep the Goods free from damage or loss in the event of circumstances such as those described above. However, we will not be responsible for failing to allow access to your Goods for so long as the circumstance continues. We will try to minimise any effects arising from such circumstances. Your failure to pay your Debt will not constitute an event which is outside of your reasonable control.
USING YOUR PERSONAL INFORMATION
44. We collect information about you when you register with us and during the course of this Licence to manage your account. This information includes your personal data ("Your Data"), and we process Your Data in accordance with the General Data Protection Regulation and all associated laws. Your

Data will be used for the purposes of this Licence, processing payments, communicating with you, and generally maintaining your account with Us to comply with Our legal obligations and Our legitimate business interests.
45. We will release Your Data and other account details at any time if we consider in Our sole discretion that such release is appropriate to comply with the law, to enforce this Licence, for fraud protection and credit risk reduction, (from crime prevention or detection purposes), or to protect the safety of any person at the Store or to consider that the security of the Container or its contents, or other Containers at the Store or their contents, will be put at risk.
46. You have the right to request a copy of the information that we hold about you, to request that inaccurate Data is rectified, to restrict how Data is used and in certain circumstances to have Data deleted. Please e-mail or write to Us at the address provided on the Licence Form should you wish to request for any of the above to be actioned. More details on how we use Your Data and Your rights to Your Data are set out in Our Privacy Notice which can be viewed on Our website or provided on request.
47. On the Licence Form or where you notify Us in writing, you may (but you are not obliged to) nominate an authorised person or persons to:
47.1 manage your account ("Authorised Person - Access to Manage Account Details") - see Condition 48; and/or
47.2 have access to the Container ("Authorised Person - Access Person"), and we will allow your "Authorised Person - Access Person" to have access to and to enter your Container, (both, an "Authorised Person").
48. We will contact, disclose, discuss and provide access to your account details to any person who is authorised by you in writing or by your otherwise deal with (as your agent), your "Authorised Person - Access to Manage Account Details" in accordance with, and to the extent of, your instructions. In addition, if we are unable to contact you at your contact details specified in the Licence Form (as amended or updated from time to time by notice in writing by you to Us) for any reason, we may and you hereby authorise Us to contact, disclose, discuss and provide access to your account details to and discuss any default of this Licence by you, and to otherwise deal with (as your agent), your "Authorised Person - Access to Manage Account Details" for the purposes of and in relation to this Licence.
49. You must inform Us in writing of any changes to your details, your Authorised Person's details or your Emergency Contact's details as soon as possible following the change.
50. We will only disclose Your Data to a person identifying themselves to Us as your spouse or civil partner or as a person authorised by you in writing on the Licence Form as an Authorised Account Management Person.
51. For further information on how Your Data is used, how We maintain the security of Your Data, and your rights to access information We hold on you, please contact Us using the telephone number set out on the Licence Form.
NOTICE
52. Without affecting Condition 18, any notice that we give you under this Licence must be in writing and may be served by e-mail, by personal delivery to the person or persons specified in our notice, by prepaid post, where We consider it necessary, by registered letter or recorded delivery. Your address for service of notices shall be your e-mail and/or postal address written on the Licence Form or any other address in England, Scotland or Wales which you have previously notified to Us in writing.
53. Any notice that you give Us must be in writing and may be served by personal delivery, by pre-paid post or by e-mail. Our address for service of notices shall be Our address set out on the Licence Form.
54. A notice will be served at the time of personal delivery or 48 hours after it has been placed in the post, provided that the sender of the e-mail does not receive an e-mail message stating that the e-mail message has not been received by the intended recipient.
55. You will notify Us in writing of any changes to your billing details, contact details, Authorised Person(s) details, Emergency Contact details, insurance details or access details stated in this Licence.
TERMINATION
56. Either you or We may terminate this Licence:
56.1 by giving not less than the agreed written notice (which is stated in the Termination Notice Period stated on the Licence Form) to the other ending on any Due Date and termination will take effect from that Due Date, which shall be the Termination Date (if this Licence is not terminated on the Due Date you will be given a further seven (7) days grace, after which it will be assumed that you have not served written notice on Us of your intention to terminate); or
56.2 immediately by giving written notice to the other if it commits a serious breach of any of the conditions of this Licence and (in the case of a serious breach which can be put right), you or We (as the case may be) have failed within fifteen (15) days after service of a notice to do so, to put right the breach. Serious breach includes a failure by you to pay all our Licence Fees and other charges due to Us under this Licence or a failure by you to comply with Conditions 27 and 29. The Termination Date shall be the date the notice is effectively served on you or Us (as the case may be) in accordance with the provisions for notices in Condition 52 to 54.
57. Immediately on the Termination Date you must remove all goods from the Container and leave the Container clean and tidy and in the same condition as at the Start Date. You do not do so, you shall pay Our costs of cleaning the Container or disposing of any goods or rubbish left in the Container or at the Store. We may treat Goods remaining in the Container after the Termination Date as abandoned and may dispose of them in accordance with Conditions 17 to 20.
58. Where this Licence has terminated and you have paid more of our Licence Fees and charges than we are due at the Termination Date, we will refund the balance. No interest will accrue on any money held by Us for you.
59. Where any payments are still outstanding from you up to the Termination Date, you must pay us in full including any outstanding interest before we will release the Goods to you. Any calculation of the outstanding fees will be done by Us. If you do not pay us such amounts, Conditions 17 to 20 may apply.
60. Your responsibility for outstanding sums, property damage, personal injury, environmental damage or other legal responsibility under this Licence continues after this Licence has terminated.
GENERAL
61. We may, at any time, vary any of the terms of this Licence provided that such variation is in writing and signed by one of our directors. You may terminate without charge before the change takes effect by giving notice under Condition 62.1. Otherwise, your continued use of the Container will be considered as your acceptance of and agreement to the amended terms.
62. We may after Our Licence Fees at any time by giving you written notice and the new Licence Fees shall take effect on the first Due Date occurring not less than four weeks after the date of our notice. You may terminate without charge before the change takes effect by giving notice under Condition 56.1.
63. If you would like to make a change to your selected options please contact Us (for example if you would like to move to a bigger Container). We will let you know if the change is possible. If it is possible We will let you know about any changes to the fees for the services or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.
64. If we decide not to exercise or enforce any right that we have against you at a particular time (or if we later exercising such a right), then this does not prevent Us from or after 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.
65. If any court or competent authority decides that any of the Conditions in this Licence are invalid, illegal or unenforceable in any extent, the Condition will, to the extent it is invalid, illegal or unenforceable, be considered to be removed from this Licence, and the remaining terms of this Licence will continue to be valid and will not be affected in any way.
66. You may not assign any of your rights under this Licence or part with possession of the Container or the Goods whilst they are at the Store to any other person, firm or company without our prior written consent.
67. Where you are two or more persons under this Licence, each person takes on the obligations under this Licence separately.
68. This Licence is between you and Us. No other person shall have any rights or enforce any of the Conditions.
69. This Licence shall be governed by Scottish law and any dispute or claim that either you or we bring will be decided by the Courts of Scotland.
70. Before taking any court proceedings for anything arising out of this Licence (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 to informally conciliate within twenty (20) working days of the notice of the dispute. If the dispute cannot be resolved by you and we agree to use the Centre for Effective Dispute Resolution (www.cedr.com) to try to resolve the dispute amicably by using an Alternative Dispute Resolution Procedure before taking any other court proceedings. If the dispute is not resolved to mutual satisfaction within ninety (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 Licence.
71. We are a company registered in Scotland with company number 318612. For more information please telephone 01631 564948.