

- A)** The owner hereby gives the Licensee permission to use the container(s) space for the storage of property upon the following terms.
- B)** The Licensee agrees to pay the hire fee for the use of the container, the deposit and first payment being made on or before the date of this licence. Subsequent monthly payments to be made either directly into the owners bank, or by cash by the due date.
- C)** The Licensee further agrees:
- (1)** To keep the container in good repair and to make good all damage attributable to his own or his agents' act of neglect or default.
  - (2)** To take all reasonable and proper precautions against fire occurring in or around the container.
  - (3)** Not to do or permit to be done anything which may be or become illegal or a nuisance or cause annoyance or discomfort to the owner or any neighbours including users of neighbouring containers or which may violate any condition of the Licensees own insurance of the container or increase the premiums thereon.
  - (4)** Not to let or part with possession of the container or any part thereof.
  - (5)** Not to use the container for the storage of anything which may become a danger to the owner or any neighbours including users of neighbouring containers.
  - (6)** Upon the termination of this licence to leave the container vacant and in a clean and tidy condition and not to leave there any property of his or which he may be responsible for.
  - (7)** To indemnify the owner against any liability whatsoever arising from the Licensee's use of the container.
  - (8)** To use the container for the storage of property only excluding the storage of hazardous or flammable substances, illegal substances or contraband.
  - (9)** Not to obstruct any part of the owners' site and not to park vehicles on any part of the owners' site save for the purpose of loading or unloading property stored in the container(s)
- D)** It is further agreed that the owner may at any time during the subsistence of this licence and without giving notice to the Licensee:
- (1)** Require that the Licensee move all of his property stored in the container to any alternative container on the owners' site as the owner may select (replacement container) and if the owner exercises this right then this licence will continue on the footing that the replacement container is the container referred to herein and the clauses of this licence shall be construed accordingly.
  - (2)** Move the container to any position on the owners' site as the owner may select.
- E)** This licence may be terminated at any time by the owner or the Licensee by one months' notice or by the owner without notice at any time following any breaches of Clauses B), C) or D) hereof.
- F)** The owner is not liable for the death of or injury to the Licensee or his agents or for any damage to any property of theirs or for any liability whatsoever arising from the Licensees' use of the container.
- G)** If following termination of this licence, any property belonging to the Licensee remains in the container and the Licensee fails to remove it within seven days of the termination date, then the owner may, as agent of the Licensee, remove and sell or otherwise dispose of that property without any liability upon the owner to obtain the best, highest or most reasonable price for the said property. At all times, the property will be at the Licensees' risk and no liability shall fall on the owner in respect of damage to or the destruction or disposal of the said property. The Licensee must indemnify the owner against any liability incurred to any third party who's property is sold by the owner in the mistaken belief in good faith (which is to be presumed unless the contrary is proved) that the property belonged to the Licensee. If, having made reasonable efforts to do so, the owner is unable to locate the Licensee, then the owner may retain the proceeds of sale absolutely unless the Licensee claims them, within 1 month of the termination date after deduction of all outstanding amounts owed to the owner.
- H)** The Licensee should provide their own comprehensive insurance which covers fire, theft and damage to both the container, any any property within the container and any property or vehicles on the owners' premises.
- I)** This licence is not intended to and does not create a tenancy and is personal to the licensee and is not assignable.