



THE  
**STORAGE HUB**  
MAKING STORING SIMPLE

# Booking Form

Customer Account Ref:

Job No:         OFFICE ONLY

## Account Holder's Details

The person taking responsibility for storage and payments.

Company Name (if applicable) \_\_\_\_\_

Mrs/Miss/Ms/Mr/Other \_\_\_\_\_

First Name \_\_\_\_\_

Last Name \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Postcode \_\_\_\_\_

Preferred Contact No. \_\_\_\_\_

Home Telephone No. \_\_\_\_\_

Mobile No. \_\_\_\_\_

Work Telephone No. \_\_\_\_\_

Email\* (please enter an email address that is checked regularly)  
\_\_\_\_\_

Which is their preferred method of contact?

Email  Mobile  Home phone  Work phone

By providing the details required in this form you give your informed consent to opt-in under our [Privacy Policy](#).

## Invoice Address and Details

Is your invoice address the same as your contact address?

Yes  No

Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Postcode \_\_\_\_\_

Email (please enter an email address that is checked regularly)  
\_\_\_\_\_

Preferred Contact No. \_\_\_\_\_

All invoices will be delivered by email only to the email address you have provided in the Account Holder Details above unless you have specified otherwise.

\* Required Field

## Elected contact

Please give details of a person, resident in the UK whom we can contact in the event that you should become unreachable for whatever reason. This Elected Contact must have your written permission to access your storage and you must have their permission to give us their contact details below as well as for us to contact them should the situation arise.

Mrs/Miss/Ms/Mr/Other \_\_\_\_\_

First Name \_\_\_\_\_

Last Name \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Postcode \_\_\_\_\_

Preferred Contact No. \_\_\_\_\_

Home Telephone No. \_\_\_\_\_

Mobile No. \_\_\_\_\_

Work Telephone No. \_\_\_\_\_

Email\* (please enter an email address that is checked regularly)  
\_\_\_\_\_

Which is their preferred method of contact?

Email  Mobile  Home phone  Work phone

## Unit Size

Please select the size and number of units you require by putting quantity next to each unit:

25 sqft \_\_\_\_\_ 150 sqft \_\_\_\_\_

50 sqft \_\_\_\_\_ 175 sqft \_\_\_\_\_

75 sqft \_\_\_\_\_ 200 sqft \_\_\_\_\_

100 sqft \_\_\_\_\_ 300 sqft \_\_\_\_\_

Unit Number

## Storage Duration

Please state your anticipated end of store date or storage term.  
\_\_\_\_\_

## Storage Payment Details

All payments to be made payable to:

**Cambridge Realty Ltd**  
Sort Code: **30-65-41**  
Account Number: **35196768**

Reference: **Storage Hub**

## Terms and Conditions

Please sign and print your name below to confirm that you have read, understood and agree to our terms and conditions.

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Date \_\_\_\_\_



THE  
**STORAGE HUB**

## CONDITIONS OF AGREEMENT

### STORAGE:

1. So long as all fees are paid up to date, Storer: (a) is licensed to store Goods in the Unit allocated to Storer by The Storage Hub from time to time and only in that Unit; (b) is deemed to have knowledge of the Goods in the Unit; and (c) warrants that it is the owner of the Goods in the Unit and/or entitled at law to deal with them in accordance with all aspects of this Agreement as agent for the owner.

2. The Storage Hub: (a) does not have and will not be deemed to have knowledge of the Goods; (b) is not a bailee or a custodian nor a warehouseman of the Goods and Storer acknowledges that The Storage Hub does not take possession of the Goods; and (c) does not grant any lease or tenancy of the Unit.

### COST:

3. Storer must pay the Deposit on signing this Agreement. The Deposit (or the balance of it after any appropriate deductions for unpaid Fees, repairs, cleaning or other charges to put right any breach of this Agreement by Storer) will be refunded by cheque or electronic transfer within 21 days of termination of this Agreement.

4. Storer is responsible to pay: (a) the Storage Fee (being the amount set out in the cover sheet or as most recently notified to Storer by The Storage Hub) payable in advance on the first day of each storage period (Due Date) and it is Storer's responsibility to see that payment is made directly to The Storage Hub on time and in full throughout the period of storage. The Storage Hub does not normally bill for fees. Any Storage Fees paid by direct transfer will not be credited to Storer's account unless the Storer identifies the payment clearly and as directed by The Storage Hub and The Storage Hub shall have no liability to and shall be indemnified by Storer if The Storage Hub takes steps to enforce the Agreement (including the sale of Goods) due to the Storer's failure to identify a payment. The Storage Hub will not accept that payment has been made until it has received cleared funds and, if any payment is later dishonored, may charge the Cheque Return Fee; (b) the Cleaning Fee or charges for repairs, to be invoiced at The Storage Hub discretion as per clause 19; (c) a Late Payment Fee each time a payment is late; (d) any costs incurred by the The Storage Hub in collecting late or unpaid Storage Fees, or in enforcing this Agreement in any way, including but not limited to postal, telephone, unit inventory, debt collection, personnel and/or default action costs and associated legal and professional fees; and (e) any government taxes or charges (including any value added tax) levied on any supplies made under this Agreement. Where Storer has more than one agreement with The Storage Hub, all will form one account with The Storage Hub and The Storage Hub may in its sole discretion elect to apply any payment made by or on behalf of Storer on this agreement against the oldest Debt due from Storer to The Storage Hub on any agreement in the account.

### DEFAULT – RIGHT TO SELL OR DISPOSE OF GOODS:

5. The Storage Hub takes the issue of prompt payment very seriously and has a right of lien. Regardless of Condition 35, if any sum owing to The Storage Hub is not paid when due, Storer authorizes The Storage Hub without further notice to: (a) refuse Storer and its agents access to the Goods, the Unit and the Facility and overlock the Unit until the amount due and other fees related to it (Debt) have been paid in full; (b) enter the Unit and inspect and/or remove the Goods to another unit or site and to charge Storer for all reasonable costs of doing so on any number of occasions; and (c) apply the Deposit against the Debt and, if insufficient to clear it in full, hold onto and/or ultimately sell or dispose of some or all of the Goods in accordance with Condition 7. Storer acknowledges that (a) The Storage Hub shall be entitled to continue to charge for storage from the date the Debt becomes due until payment is made in full or the Goods are sold or disposed of; (b) The Storage Hub will sell the Goods as if The Storage Hub was the owner and will pass all rights of ownership in the Goods to the buyer; and (c) if Storer does not pay fees on the Due Date, the value of any discounts and special offers (including periods of free storage) which Storer has received will be payable by Storer in full.

6. On expiry or termination of this Agreement, if Storer fails to remove all Goods from the Unit, The Storage Hub is authorized to treat the Goods as abandoned and may sell or dispose of all Goods by any means in accordance with Conditions 7 to 9. Storer is liable for Storage Fees for the period from abandonment to the sale or disposal of the Goods together with any costs of disposal (Debt).

7. Before The Storage Hub sells or disposes of the Goods, it will give Storer notice in writing directing Storer to pay (if Storer is in default) or collect the Goods (if they are deemed abandoned). This notice will be sent by registered or recorded delivery to the address last notified by Storer to The Storage Hub in writing or by email only if you have elected not to receive traditional mail. If no address within the UK has been provided, The Storage Hub will use any land or email address it holds for Storer and any ACP. If Storer fails to pay the Debt and/or collect the Goods (as appropriate) The Storage Hub will access your space and begin the process to sell or dispose of the Goods. Storer consents to and authorizes the sale or disposal of all Goods without further notice regardless of their nature or value. The Storage Hub will sell the Goods for the best price reasonably available in the open market, considering the costs of sale. The Storage Hub may also require payment of default action costs, including any costs associated with accessing the Unit and disposal or sale of the Goods, which shall be added to the Debt.

8. Sale proceeds will be applied first against the cost of removal and sale of Goods and second to pay the Debt. If sale proceeds do not discharge all these costs and the Debt, Storer must pay The Storage Hub the balance within 7 days of a written demand from The Storage Hub. The Storage Hub may take action to recover the balance and any legal and administration costs incurred in doing so. If sale proceeds exceed the amount due from Storer, The Storage Hub will hold the balance for Storer, but no interest will accrue on it.

9. If, in the opinion of The Storage Hub and entirely at the discretion of The Storage Hub, a defaulting Storer's Goods are either not saleable, fail to sell when offered for sale, or are not of sufficient value to warrant the expense of attempting to sell, Storer authorizes The Storage Hub to treat the Goods as abandoned and The Storage Hub may dispose of all Goods by any means at Storer's cost. The Storage Hub may dispose of Storer's Goods in the event that Goods are damaged due to fire, flood or other event that has rendered them, in the opinion of The Storage Hub, severely damaged, of no commercial value, or dangerous to persons or property. The Storage Hub does not need the prior approval of Storer to take this action but will send Notice to Storer within 7 days of assessing the goods

10. Any items left unattended in common areas or outside the Storer's Unit at any time may at The Storage Hub's discretion be moved, sold or disposed of immediately with no liability to The Storage Hub.

### ACCESS:

11. Storer has the right to access the Unit during Access Hours as posted by The Storage Hub and subject to the terms of this Agreement. The Storage Hub will try to provide advance warning of changes to Access Hours by notice at the Facility but reserves the right to change Access Hours temporarily to other reasonable times without giving prior notice.

12. Only Storer or others authorized or accompanied by Storer (its Agents) may access the Unit. Storer is responsible for and liable to The Storage Hub and other users of the Facility for its own actions and those of its Agents. The Storage Hub may (but is not obliged to) require proof of identity from Storer or any other person at any time and, at The Storage Hub sole discretion, may refuse access to any person who is unable to produce satisfactory proof.

13. The Storage Hub may refuse Storer access to the Unit and/or the Facility where moneys are owing by Storer to The Storage Hub, whether a formal demand for payment has been made, or if The Storage Hub considers the safety or security of any person, unit or goods on or at the Facility has been threatened or may be put at risk.

14. Storer should not leave a key with or permit access to the Unit to any person other than its own Agent who is responsible to Storer and subject to its control. If Storer does so, it does so at its own risk.

15. Storer authorizes The Storage Hub and its agents and contractors to enter the Unit in the following circumstances and to break the lock if reasonably necessary to gain entry: (a) on not less than 7 days' notice to inspect or carry out repairs or alterations to the Unit or any other part of the Facility; (b) without prior notice (but with notice as soon as practicable after the event) in the event of an emergency (including for repair or alteration) or to prevent injury or damage to persons or property; or if The Storage Hub believes the Unit is being used to store prohibited goods or for a prohibited purpose; or if The Storage Hub is obliged to do so by law, by the Police, Fire Services, Trading Standards, HM Revenue & Customs, competent authority or by a Court Order; or to relocate the Goods or exercise The Storage Hub lien or power of sale or disposal in accordance with this Agreement.

### CONDITIONS:

16. Storer will be solely responsible for providing a secure padlock for the Unit and ensuring it is locked to be always secure from unauthorized entry when the Storer is not in the Unit. The Storage Hub will not be responsible for locking any unlocked Unit. Storer is not permitted to apply a padlock to the Unit in The Storage Hub overlocking position and The Storage Hub may have any such padlock forcefully cut off at Storer's expense. Where applicable, Storer will secure the external gates and/or doors of the Facility.

17. Storer must not store (or allow any other person to store) any of the following in the Unit: (a) food or perishable goods unless securely packed so they are protected from and do not attract vermin; (b) any living creatures; (c) combustible or flammable substances such as gas, paint, petrol, oil, cleaning solvents or compressed gases; (d) firearms, explosives, weapons or ammunition; (e) chemicals, radioactive materials, biological agents; toxic waste, asbestos or other potentially hazardous substances; (f) any item that emits fumes, or Oduors; (g) any illegal item or substances or goods illegally obtained such as illicit (counterfeit/smuggled) tobacco, illegal drugs or alcohol and unlicensed or unsafe goods (such as toys, electrical goods, medicines, aerosols, cosmetics, fireworks); (h) goods which are environmentally harmful or that are a risk to the property of any person; and (i) currency, deeds, and securities; and (j) items which are unique in nature and /or where the value to the Storer cannot be assessed on a financial basis. Storer will be liable under Condition 28 for any breach of this Condition 17.

18. Storer will use the Unit solely for the purpose of storage and shall not (or allow any other person to): (a) use the Unit as offices or living accommodation or as a home, business or mailing address; (b) use or do anything at the Facility or in the Unit which may be a nuisance to The Storage Hub or any other person (including the escape of any substance or Odour from or generation of noise or vibration which may be heard or felt outside the Unit); (c) use or do anything at the Facility or in the Unit which may invalidate or increase premiums under any insurance policies of The Storage Hub or any other person; (d) paint or make alterations to or attach anything to the internal or external surfaces of the Unit; (e) connect or provide any utilities or services to the Unit unless authorized by The Storage Hub or (f) cause damage to the Unit or any part of the Facility (which includes by removal, haulage or delivery contractors) or create any obstruction or leave items or refuse in any common space within the Facility.

19. Storer must maintain the Unit by ensuring it is clean and in a state of good repair. In the event of uncleanliness or of damage to the Unit or Facility, The Storage Hub will be entitled to retain the Deposit, charge a Cleaning Fee, and/or claim full reimbursement from the Storer of the reasonable costs of repairs, replacement, restoration, proper compensation or disposal of refuse.

20. Storer must (and ensure that its Agents) use reasonable care on site and have respect for the Facility and other unit users, inform The Storage Hub of any damage or defect immediately it is discovered and comply with the reasonable directions of The Storage Hub's employees, agents and contractors and any other regulations for the use, safety and security of the Facility as The Storage Hub shall issue periodically.

21. This Agreement does not confer on Storer any right to exclusive possession of the Unit and The Storage Hub reserves the right to relocate Storer to another Unit not smaller than the current Unit (a) by giving 14 days' notice during which the Storer can elect to terminate their agreement under Condition 35 or (b) on shorter notice if an incident occurs that requires the Unit or section where it is located to be closed or sealed off. In these circumstances, The Storage Hub will pay Storer's reasonable costs of removal if approved in writing by The Storage Hub in advance of removal. If Storer does not arrange removal by the date specified in The Storage Hub's notice, then Storer authorizes The Storage Hub and its agents to enter Unit acting as Storer's agents and at Storer's risk (except for damage caused willfully or negligently which is subject to the limitations in Condition 26) remove the goods. Following removal this agreement will be varied by substitution of the new Unit number but otherwise continues in full force and effect at the rate in force for the original Unit at the time of the removal.

22. Storer must ensure the Unit is suitable for the storage of the Goods intended to be stored in it and is advised to inspect the Unit before storing Goods and periodically during the storage period. The Storage Hub makes no warranty or representation that any unit is suitable for any goods and accepts no liability in this regard.

23. The Storage Hub may refuse to permit Storer to store any Goods or require Storer to collect any Goods if in its opinion storage of such Goods creates a risk to the safety of any person or property.

24. Storer must give Notice to The Storage Hub in writing of the change of address, phone numbers or email address of the Storer or the Alternate Contact Person ("ACP") within 48 hours of any change. Storer agrees The Storage Hub is entitled to discuss any default by the Storer with the ACP registered on the front of this Agreement.



THE  
**STORAGE HUB**

## CONDITIONS OF AGREEMENT

### RISK AND RESPONSIBILITY:

25. The Storage Hub will not be liable for any loss or damages suffered by Storer resulting from an inability to access the Facility or the Unit, regardless of the cause.

26. The Goods are stored at the sole risk and responsibility of Storer who shall be responsible for and bear the risk of all theft, damage to, and deterioration of the Goods caused by any reason. The Storage Hub excludes all liability in respect of (a) loss or damage to Storer's business, if any, including consequential loss, lost profits or business interruption. (b) loss of or damage to Goods or any claim for return of the Storage Fees except where this results from The Storage Hub's negligence or breach of contract, in which case The Storage Hub's liability will be limited to the sum of £100 in total. The Storage Hub does not exclude liability for physical injury to or the death of any person and which is a direct result of negligence or willful default on the part of The Storage Hub, its agents and/or employees.

27. The Storage Hub does not insure the Goods and it is a condition of this Agreement that the Goods remain adequately insured at all times while they are in storage for their Replacement Value (as set out on the cover sheet)". Storer warrants that such cover is in place, that it will not allow or cause such cover to lapse and that the aggregate value of Goods in the Unit from time to time will not exceed the Replacement Value. The Storage Hub does not give any advice concerning insurance cover given by any policy and Storer must make its own judgment as to adequacy of cover even when facilitated by The Storage Hub. Inspection of any insurance documents provided by Storer to demonstrate cover does not mean The Storage Hub has approved the cover or confirmed it is sufficient.

28. Storer will be liable for and compensate The Storage Hub for the full amount of all claims, liabilities, demands, damages, costs and expenses (including any reasonably incurred legal and professional fees) incurred by The Storage Hub or third parties (Liabilities) resulting from or incidental to (a) the use of the Unit (including but not limited to the ownership or storage of Goods in the Unit, the Goods themselves and/or accessing the Facility) or (b) breach of this Agreement by Storer or any of its Agents or (c) enforcement of any of the terms of this Agreement.

29. Storer acknowledges and agrees to comply with this Agreement and all relevant laws and regulations as are or may be applicable to the use of the Unit. This includes laws relating to the material which is stored and the way it is stored. Liability for all breach of such laws rests absolutely with Storer and includes all Liabilities resulting from such a breach.

30. If the Storage Hub has reason to believe that Storer is not complying with all relevant laws The Storage Hub may take any action it believes to be necessary, including but not limited to the action outlined in Conditions 15 and 35, contacting, cooperating with and/or submitting Goods to the relevant authorities, and/or immediately disposing of or removing the Goods at Storer's expense. Storer agrees that The Storage Hub may take such action at any time even though The Storage Hub could have acted earlier.

31. In respect of circumstances outside The Storage Hub reasonable control, The Storage Hub shall have no liability under or be in breach of this Agreement for any delay or failure in performance of its obligations under this Agreement or any resulting loss or damage to Goods. Such circumstances include any Act of God, riot, strike or lock-out, trade dispute or Labour disturbance, accident, breakdown of plant or machinery, fire, flood, shortage of Labour, materials or transport, electrical power failures, threat of or actual terrorism or environmental or health emergency or hazard, or entry into any unit including the Unit or the Facility by, or arrest or seizure or confiscation of Goods by, competent authorities. If this happens, The Storage Hub will not be responsible for failing to allow access to the Goods, Unit and/or the Facility for so long as the circumstances continue. The Storage Hub will try to minimize any effects arising from such circumstances.

### PERSONAL INFORMATION:

32. The Storage Hub collects information about Storer on registration and whilst this Agreement continues, including personal data (Data). The Storage Hub processes Data in accordance with the General Data Protection Regulation and all associated laws. The Storage Hub uses Data to process payments, communicate with Storer and generally maintain Storer's account, to comply with its legal obligations and for its legitimate business interests. The Storage Hub may share Data with, and collect Data from, credit reference or fraud prevention agencies and trade associations of which The Storage Hub is a member. If Storer does not pay Fees when due, The Storage Hub mat share Data with debt collection agents. If Storer applies for The Storage Hub's insurance, The Storage Hub will pass Data on to the insurer, who may enter such Data onto a register of claims shared with other insurers to prevent fraudulent claims. The Storage Hub will release Data and other account details at any time if it considers in its sole discretion this 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 Facility, (f) if The Storage Hub considers the security of any unit at the Facility or its contents may otherwise be put at risk. Also, if The Storage Hub sells or buys any business or assets, it may disclose Data and account details to the prospective seller or buyer of such business or assets or if substantially all The Storage Hub assets are acquired by a third party. Data and account details will be one of the transferred assets. Individuals have the right to request a copy of the information that The Storage Hub holds on them, to request that inaccurate Data is rectified, to restrict how data is used and in certain circumstances to have Data deleted. Requests for any of these should be emailed or sent to the addresses on the cover sheet to our Data Compliance Manager. More details on how The Storage Hub uses Data and Storer's rights in relation to Data are set out in The Storage Hub's Privacy Notice which can be viewed on its website or provided on request.

33. If Storer gives consent, The Storage Hub will use Data for marketing purposes, including to provide Storer with information on products or services provided by The Storage Hub in response to requests from Storer or if The Storage Hub believes they may be of interest. Storer's choice regarding the relevant use of Data is indicated in the cover sheet and can be changed at any time by Storer contacting The Storage Hub.

### NOTICE:

34. Notices to be given by The Storage Hub or Storer must be in writing and must either be delivered by hand or sent by pre-paid post. The Storage Hub may also give Notice to Storer by SMS or email if Storer has elected to receive correspondence this way. Notices shall be deemed received at the time of delivery by hand, one hour after sending by email or SMS or 48 hours after posting. Notices from The Storage Hub to Storer will be sent to the address on the cover sheet or the most recent address in England notified to The Storage Hub. In the event of not being able to contact the Storer at the last notified address or other contact including SMS or email, Notice is deemed to have been given to Storer if The Storage Hub serves that Notice on the ACP as identified on the front of this Agreement at the last notified address or other contact including SMS or email of the ACP. Any notice from Storer must be sent to The Storage Hub at the address on the cover sheet. If there is more than one Storer, notice to or by any single Storer is agreed to be sufficient for the purposes of any Notice requirement under this Agreement.

### TERMINATION:

35. Either party may terminate this Agreement by giving the other party Notice of the Termination Date in accordance with period indicated on the cover sheet ending on any Due Date. In the event of illegal or environmentally harmful activities on the part of the Storer or a breach of this Agreement (which, if it can be put right, Storer has failed to put right within 14 days of notice from The Storage Hub to do so), The Storage Hub may terminate the Agreement immediately by Notice. The Storage Hub is entitled to retain from the Deposit, or make a charge for, apportioned Storage Fees if less than the requisite Notice is given by Storer. Storer must remove all Goods in the Unit before the close of business on the Termination Date and leave the Unit in a clean condition and in a good state of repair to the satisfaction of The Storage Hub. If Goods and/or refuse are left in the Unit after the Termination Date, Conditions 6 and 19 will apply. Storer must pay any outstanding Storage Fees and any expenses on default or any other moneys owed to The Storage Hub up to the Termination Date, or Conditions 5 to 9 may apply. Any calculation of the outstanding fees will be by The Storage Hub. If The Storage Hub enters the Unit for any reason and there are no Goods stored in it, The Storage Hub may terminate the Agreement without giving prior Notice but will send Notice to Storer within 7 days.

36. Storer agrees to examine the Goods carefully on removal from the Unit and must notify The Storage Hub of any loss or damage to the Goods as soon as is reasonably possible after doing so.

37. Liability for outstanding moneys, property damage, personal injury, environmental damage and legal responsibility under this Agreement continues to run beyond the termination of this Agreement.

### GENERAL:

38. The Storage Hub may vary the Storage Fee or other terms of this Agreement and add new terms and conditions as long as such modifications are notified to Storer in writing. The modified terms will take effect on the first Due Date occurring not less than 28 days after the date of The Storage Hub notice. Storer may terminate without charge before the change takes effect by giving notice in accordance with Condition 35. Otherwise, Storer's continued use of the Unit will be considered as acceptance of and agreement to the amended terms.

39. Storer acknowledges and agrees that : (a) the terms of this document constitute the whole contract with The Storage Hub and, in entering this contract, Storer relies upon no representations, oral or otherwise, other than those contained in this Agreement; (b) it has raised all queries relevant to its decision to enter this Agreement with The Storage Hub and The Storage Hub has, prior to the Storer entering into this Agreement, answered all such queries to the satisfaction of Storer; (c) any matters resulting from such queries have, to the extent required by Storer and agreed to by The Storage Hub, been reduced to writing and incorporated into the terms of this Agreement; (d) if The Storage Hub decides not to exercise or enforce any right that it has against Storer at a particular time, then this does not prevent The Storage Hub from later deciding to exercise or enforce that right unless The Storage Hub tells Storer in writing that The Storage Hub has waived or given up its ability to do so; (e) it is not intended that anyone other than Storer and The Storage Hub will have any rights under this Agreement and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to it; (f) 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; (g) Storer may not assign or transfer any of its rights under this Agreement or part with possession of the Unit or Goods whilst they are in the Facility; and (h) where Storer consists of two or more persons each person takes on the obligations under this Agreement separately.

40. This Agreement shall be governed by English law and any dispute or claim that either party brings will be decided by the Courts of England and Wales. The parties must endeavor to settle any dispute in connection with this Agreement by mediation. Such mediation is to be conducted by a mediator who is independent of the parties and appointed by agreement of the parties. It is a condition precedent to the right of either party to commence arbitration or litigation other than for emergency interlocutory relief, that it has first offered to submit the dispute to mediation.