

SELF-STORAGE LICENCE AGREEMENT

BETWEEN The Storage Trading Company Ltd. ("Storage Central")
AND The Customer described below ("the Customer")

Licence Agreement No:.....

1. CUSTOMER INFORMATION

INDIVIDUAL

Name:.....

ID No:.....

Passport/

Drivers Licence No:.....

Date of Birth:.....

COMPANY

Registered Name:.....

Registration Number:.....

Contact

Person:.....

Position:.....

Contact Information

Telephone No:.....

Address:.....

Email:.....

2. ALTERNATE CONTACT PERSON(S)

Name:.....

Address:.....

Telephone No:.....

3. PERSONS ALLOWED TO ACCESS (other than the Customer)

Note: Persons allowed access MUST bring the Customer's key to gain access to the Unit

1. Name:.....

Address:.....

Telephone No:.....

Relationship to Customer:.....

2. Name:.....

Address:.....

Telephone No:.....

Relationship to Customer:.....

Relationship to Customer:.....

4. OWNERSHIP OF GOODS STORED

I certify that I am the legal owner of the Goods stored

Owner Signature:.....

OR

I certify that I have the owner's permission to store the Goods and that I have informed them that the Goods will be stored at Storage Central

Owner Name:.....

Owner Telephone No:.....

6. GOODS STORED

Nature of Goods stored

Goods stored are not:

Hazardous Illegal

Corrosive Poisonous

Explosive Gases

Stolen Flammable

Toxic Infectious

Customer Initials

7. INSURANCE DETAILS

I warrant that the value of the Goods stored will not exceed their true total new replacement value of

KShs.....

Name of Insurance Company:.....

I hereby acknowledge that if I fail to insure my Goods, Storage Central will not be held responsible for any loss or damage to my Goods.

Signed by

Customer:.....

8. BOOKING INFORMATION

Private Customer

Business Customer

Unit No:..... Unit Size:.....

Unit No:..... Unit Size:.....

Unit No:..... Unit Size:.....

Commencement Date:.....

Storage Period from Commencement Date (in weeks):
.....

Termination Date:.....

And then extended automatically until 7 days notice is given up by either party

Booked by:.....

Market Source:.....

9. STORAGE COSTS

Other charges may apply as per Clause 2.3 (see over)

Storage fee KShs.....

Padlock KShs.....

Transport KShs.....

Less Discounts I KShs (.....)

Less Discounts II KShs (.....)

Vatable Amount KShs.....

VAT KShs.....

Subtotal KShs.....

Insurance KShs.....

TOTAL KShs.....

Initial payment prior to access to Unit KShs.....

Form of payment:

Card Cheque Mpesa Cash

Monthly payments of KShs..... to be made by:

Automatic Payment Other

THIS AGREEMENT IS SUBJECT TO YOU UNDERTAKING CONDITIONS WHICH ARE SET OUT BELOW AND WHICH ARE IMPORTANT AND INVOLVE YOUR PERSONAL RESPONSIBILITY AND LIABILITY. WE URGE YOU TO READ ALL THE CONDITIONS BEFORE MAKING THIS AGREEMENT WITH US. WITHOUT PREJUDICE TO THE IMPORTANCE OF YOU READING ALL THE CONDITIONS OVERLEAF, IN PARTICULAR PLEASE ACKNOWLEDGE THAT YOU HAVE READ THE CONDITIONS WHICH ARE REFERRED TO BELOW AND WHICH ARE OF SPECIAL IMPORTANCE IN THIS AGREEMENT.

Terms & Conditions	
1.1,5.1	Use of the Unit by the Customer
1.2	Customer's ownership of the Goods or Customer's authority to store the Goods
2.3	Additional charges payable by the Customer
4.2, 11.1	Our right to sell the Goods in case of default in payment
5, 6.4	Prohibited Goods
5.1	Customer's obligation to secure the Unit
6	It is mandatory that Customer's Goods be insured. These Conditions contain the Customer's obligation to insure the Goods and the exclusion and limitation of both parties' liability.
9	Termination of this Agreement

I have READ and ACCEPT the Terms and Conditions printed in this Storage Licence Agreement and I have checked that the Unit is suitable for the storage of my Goods.

Signed:

The Customer

SC Signed:

The Company

Date:

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY, AND SIGN EVERY PAGE. BY SIGNING THIS LICENCE AGREEMENT YOU WILL BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS.

TERMS AND CONDITIONS OF LICENCE AGREEMENT FOR SELF-STORAGE UNITS

1. STORAGE

1.1 The Customer:

- a. acknowledges that the only service Storage Central is providing to the Customer is a licence to use self-storage space allocated to the Customer (“the Unit”) by Storage Central for the sole purpose of storing Goods and that no other Goods or services are provided by Storage Central;
- b. is deemed to have knowledge of the Goods stored in the Unit. Furthermore, the Customer warrants having sole legal and beneficial title to the Goods and accepts any and all liability in connection with the Goods provided that the liability, costs, damage or losses are not occasioned by any acts of omission, negligence or misconduct by Storage Central;
- c. acknowledges that this Licence Agreement does not grant the Customer a lease or any interest in the Unit;
- d. agrees to use the unit for the sole purpose of storing Goods in the Unit and in accordance with this Agreement. The Customer will use and maintain the storage unit with due and care and in accordance with the permitted use and the terms of this Agreement;
- e. confirms having visited, inspected and accepted the Unit in good possession, that it conforms with the legal and agreed use which the Customer accepts to make of it;

1.2 Storage Central (which term includes its directors, employees and agents):

- a. does not provide any service other than the Unit;
- b. does not and will not be deemed to have knowledge of the Goods stored in the Unit;
- c. is neither a bailee, guardian, custodian nor a warehouseman of the Goods and the Customer acknowledges that Storage Central does not take possession of the Goods.

2. OUR CHARGES AND PAYMENT

- 2.1 The Initial Payment shall be made prior to the Commencement Date and shall be recorded on the front page of this Licence Agreement as having been paid, and any subsequent payments to be made every agreed period after the Commencement Date.
- 2.2 Self-storage space is available for a minimum 4-week period. Should a Customer require the self-storage space for part of the period, the storage fee payable is for full 4-week period.
- 2.3 The Customer may also be charged:
 - a. an account fee, if the Customer asks Storage Central to send out a monthly invoice;
 - b. a dishonoured payment fee, for any payments made by the Customer that are dishonoured;
 - c. a late payment fee, for any storage fees that are overdue;
 - d. for any damage to the Unit caused by the Customer;
 - e. a cleaning charge, if the Unit, in Storage Central’s opinion, requires cleaning on termination of this Licence Agreement;
 - f. an after-hours access fee, if you have required Storage Central to provide access to the Unit after hours;
 - g. reasonable costs, charges and expenses (including solicitor/client costs) incurred by Storage Central when these costs are associated with collecting or taking action to collect any moneys owed by the Customer to Storage Central.
- 2.5 Storage Central may increase the storage fees or any other fees or charges payable under this Licence Agreement at any time by giving the Customer not less than one calendar month’s written notice.

3. DAMAGE

- 3.1 The Customer agrees to pay Storage Central, upon demand, the costs of repair of any damage caused to the property managed by Storage Central by the Customer or the Customer's agent or employees or by any Goods stored in the Unit provided that the liability, costs, damage or losses are not occasioned by any acts of omission, negligence or misconduct by Storage Central.
- 3.2 In the event that Storage Central needs access to the Unit for the purposes stated above, which requires access or vacation of a storage unit, Storage Central will, if time and the urgency permit, inform the Customer hereof and will request the Customer to move the Goods to another storage unit within a reasonable period of time. Failure to do so entitles Storage Central to access the Unit and move the Goods by itself to another storage unit with due care but at the risk of the Customer;

4. DEFAULT

- 4.1 If the Customer fails to pay any moneys owed to Storage Central or to comply with any obligation under this Licence Agreement, time being of the essence, the Customer shall be deemed to have committed an act of default.
- 4.2 In the event of default by the Customer, Storage Central may without prejudice to any other rights, remedies or powers of Storage Central, exercise one or more of the following rights:
 - a. deny the Customer access to the storage unit until such time as the total outstanding balance is settled;
 - b. terminate this Licence Agreement pursuant to clause 9.1a.;
 - c. upon Fourteen (14) calendar days' notice in writing to the Customer of such default, shall be entitled to the following additional rights:
 - i. break the existing lock on the Unit and install a new one;
 - ii. re-enter the Unit;
 - iii. remove the Goods from the Unit to such alternative storage facilities as Storage Central may decide without incurring any liability for loss or damage arising by virtue of such removal;
 - iv. charge the Customer the full costs of removal of the Goods from the Unit and storage costs elsewhere together with any repeated costs thereof should Storage Central require that the Goods be moved at any time thereafter;
 - v. remove the Goods from the Unit and sell the Goods by private arrangement or public auction to defray any unpaid moneys. The proceeds of any sale in accordance with clause (v) may be retained by Storage Central and applied to discharge any expenses incurred by storage Central in exercising Storage Central's right under this clause and any further sums owing to Storage Central under this Agreement. The balance of the proceeds will then be refunded to the Customer. To the extent that the Customer cannot be located or fails to collect the balance of the proceeds, such proceeds will be held on behalf of the Customer by Storage Central. Nothing in this clause shall prejudice Storage Central's entitlement to payment of storage charges or any other sums due to Storage Central hereunder whether or not Storage Central has chosen to exercise any or all of its rights as set out above;
 - d. From the date of default until the date the default is remedied, the Customer shall pay Storage Central interest on all moneys payable to Storage Central under this Licence Agreement at the rate of 5% per week.
- 4.3 The Customer agrees that all the Goods in the Unit shall be security for Storage Central's entitlement to payment of the storage charges, fees and any other sums due to Storage Central to the effect that access to the Goods in the storage unit maybe denied until such time as full payment is obtained. The Customer also accepts that this security may lead to a loss of the ownership of the Goods in the Unit.

5. ACCESS TO AND CONDITIONS OF THE USE OF THE UNIT

- 5.1 The Customer:
 - a. has the right of access to the Unit only during access business hours as posted by Storage Central;
 - b. is solely responsible for the securing of the Unit in a manner which is acceptable to Storage Central;
 - c. must not store any Goods that are hazardous, illegal, stolen, infectious, inflammable, toxic, explosive, environmentally harmful, perishable or that may create a risk to any property of any person;
 - d. must not obstruct the entrance to any other self-storage space;

- e. must not create any nuisance to Storage Central or any customer of Storage Central;
 - f. must not store Goods valued at more than One Million Kenyan shillings (KShs 1,000,000) in the Unit unless approved in writing by Storage Central;
 - g. will use the Unit solely for the purpose of storage and must not carry on any business or other activity in the Unit;
 - h. must maintain the Unit by ensuring it is clean and in state of good repair or an additional cleaning charge may be charged by Storage Central;
 - i. ensure the Goods are dry, clean and free from vermin and food scraps when placed in the Unit; must notify Storage Central in writing of the change of address of the Customer or the Alternate Contact Person;
 - j. grants Storage Central the entitlement to discuss any default by the Customer with the Alternate Contact Person.
- 5.2 Storage Central may refuse access to the Unit by the Customer where any moneys are owing by the Customer to Storage Central, whether or not a formal demand for payment has been made.
- 5.3 Storage Central reserves the right to relocate the Customer to another unit for the proper management of the self-storage facility.

RISK AND RESPONSIBILITY

- 6.1 The Customer acknowledges in accordance with clause 1.2 Storage Central is only providing a licence to use self-storage space allocated by Storage Central for the sole purpose of storing Goods, and that no other Goods and services are provided by Storage Central. In particular, no other undertakings or commitments are given or undertaken by Storage Central whether in tort, contract or other legal principle that have not been provided under this Agreement.
- 6.2
- a. The Goods are stored at the Customer's sole risk and responsibility in all respects. The Customer must insure the Goods for their full replacement value against all risk including without limitation theft, damage, deterioration, flood, fire, leakage, heat, seepage of any substance from another self-storage space, pests, or vermin.
 - b. If the Customer fails to insure the Goods in accordance with this clause, the Customer will keep Storage Central indemnified against all claims for any loss or damage to the Customer's Goods and from all claims for loss, damage or injury that may result from the Customer's use of the self-storage space, or in the event of default, any act by Storage Central in relation to the Goods.
 - c. The Customer acknowledges that Storage Central is not responsible for any damage or loss caused by any act or omission of any other Customer or of Storage Central.
 - d. The Customer acknowledges that Storage Central does not accept any risk or responsibility in respect of the Goods.
- 6.3 Goods stored in the Unit provided are insured by Storage Central up to a maximum value of Kenya Shillings Fifty Thousand (Kshs. 50,000.00);
- 6.4 The only person who can make deliveries and removals from the Unit is the Customer and persons allowed access identified on the front page of this Licence Agreement UNLESS the Customer gives written instructions to Storage Central.
- 6.5 Unless specifically covered by insurance in accordance with clause 6.2, the Customer must not store Goods:
- a. subject to clause 5.1f., valued at more than KShs 1 million shillings; or
 - b. which are irreplaceable, such as currency, official documents, jewellery, furs, deeds, paintings, works of art and items of personal sentimental value.
- 6.6 The Customer agrees to indemnify Storage Central from all claims in contract, tort or otherwise, for any loss or damage to the property of, or personal injury to:
- a. third parties; and / or

- b. the true owner of the Goods stored in the Unit resulting from or incidental to the use of the Unit by the Customer.

7. COMPLIANCE WITH LAWS

- 7.1 The Customer acknowledges and agrees to comply with all relevant laws applicable in Kenya to the use of the Unit. This includes laws relating to the material that is stored, and the manner in which it is stored. Liability for all breach of such laws rests absolutely with the Customer, and includes all costs resulting from such breach.
- 7.2 If Storage Central believes at any time, in its discretion, that the Customer is not complying with any laws of Kenya, Storage Central may take any action it believes to be necessary to so comply, including inspection under clause 8 and termination under clause 9. Storage Central may also immediately dispose of or remove the Goods at the Customer's expense and submit the Goods to any relevant authorities.

8. INSPECTION AND ENTRY BY STORAGE CENTRAL

- 8.1 Subject to clause 8.2, the Customer consents to inspection and entry of the Unit by Storage Central on 24 hours notice.
- 8.2 In the event of any emergency, that is, where Storage Central believes that laws are being broken, or where property, the environment or human life is, in the opinion of Storage Central, threatened, Storage Central may enter the Unit using all necessary force without the written consent of the Customer. Storage Central will endeavour to notify the Customer as soon as practicable. The Customer irrevocably consents to such entry.

9. TERMINATION

- 9.1
- a. Either party may terminate this Licence Agreement by giving the other party not less than seven (7) days written notice or, in the event of Storage Central not being able to contact the Customer, the Alternate Contact Person identified on the front of this Licence Agreement;
 - b. In the event of illegal or environmentally harmful activities on the part of the Customer, Storage Central may terminate this Licence Agreement immediately without notice;
 - c. Storage Central is entitled to retain the Deposit or a portion of the Deposit, if the required notice is not given by the Customer;
 - d. Upon termination, the Customer must remove all Goods in the Unit and leave the Unit in a clean condition, unlocked and in a good state of repair, to the satisfaction of Storage Central on the date specified. The Customer must pay any outstanding moneys and any expenses on default or other moneys owed to Storage Central up to the date of termination, or clause 4.2 will apply. Storage Central will perform the calculation of the outstanding moneys and such calculation will be final save for manifest error.
 - e. If Storage Central enters the Unit under clause 4.2 and there are no Goods stored there, Storage Central may terminate this Licence Agreement immediately. Storage Central will send written notice to the Customer within 7 days of termination of this Licence Agreement.

10. NOTICE

- 10.1 Notices to be given by the parties must be in writing:
- a. to the Customer's address, email or telephone via Short Message Service (SMS) recorded on the front page of this Licence Agreement, depending on the preferred mode selected by the customer to receive correspondence;
 - b. to Storage Central, Mombasa Road, Nairobi, Kenya or info@storagecentral-kenya.com
- 10.2 The parties shall be deemed to have received a notice from the other 24 hours after sending the email or Forty (48) hours after posting the SMS.

11. SECURITY INTEREST

- 11.1 The Customer grants to Storage Central a registrable "security interest" in the Goods as security for the satisfaction of the Customer's obligations under this Licence Agreement.

12. PROHIBITION OF SHARING AND ASSIGNMENT

- 12.1 The Customer may not assign the Customer’s rights or obligations under this Licence Agreement.
- 12.2 The benefit of this Agreement is personal and the Customer shall not be capable of assigning his rights to any third party without the prior written approval of Storage Central. The right to occupy the Storage unit can only be exercised by the Customer;
- 12.3 Storage Central is entitled to transfer its rights and obligations under the Agreement to any other company within the Storage Central group without the prior approval of the Customer.

13. WHOLE CONTRACT, WAIVER

- 13.1 This Licence Agreement represents the entire terms of contract between the parties and supersedes all prior oral and written representations agreements or understandings. No statements or representations by Storage Central or any employee or agent of Storage Central other than those expressly recorded in this Licence Agreement shall form part of this Licence Agreement or create an obligation for Storage Central.
- 13.2 No failure or delay by Storage Central to exercise its rights under this Licence Agreement will operate as a waiver of those rights.
- 13.3 Any variation or addition to this Licence Agreement must be in writing and signed by both parties.

SIGNATURES: I/We agree to be bound by the attached terms and conditions of Licence Agreement.

.....

Customer’s Signature

.....

Signed for and on behalf of
Storage Central

.....

Date

.....

Date