

# Tynedale Storage — Container Storage Terms & Conditions

**Last updated: May 2026**

These Terms and Conditions ("Terms") set out the agreement between **Tynedale Storage** ("we", "us", "our" or the Site Owner) and the customer named in the Storage Agreement ("you", "your" or the Customer) for the use of storage container facilities (the "Container") at our site (the "Site").

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## 1. Definitions

- 1.1 Container: The storage unit allocated to you.
  - 1.2 Storage Period: The agreed period of storage use.
  - 1.3 Access Hours: The hours during which you may access the Site.
  - 1.4 Rental Fees: The charges payable under your Storage Agreement.
  - 1.5 Prohibited Goods: Items listed in clause 8.
  - 1.6 Access Devices: Keys, locks, and Paxton fobs issued to you.
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## 2. Basis of Agreement (Licence Only)

- 2.1 This agreement grants a **licence to use a storage unit only**.
  - 2.2 It **does not create a tenancy, lease, or exclusive possession of land**.
  - 2.3 We retain full control of the Site and Containers at all times.
  - 2.4 You confirm that you own the goods stored or have authority to store them.
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## 3. Term, Fees and Payment Structure

- 3.1 Minimum storage term: **6 months**.
  - 3.2 Initial payment: **1 month Rental Fees in advance**.
  - 3.3 Thereafter, payments are monthly via **bank transfer or standing order**.
  - 3.4 Current guide rate: **£170 per month** (or as per your Storage Agreement).
  - 3.5 Rental Fees are payable in advance at all times.
  - 3.6 We may change fees by giving **at least one month's written notice**.
  - 3.7 **No refunds** are given for early termination within the minimum term.
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## 4. Deposits

- 4.1 The following deposits are payable at the start of the Storage Period:
  - Security Deposit: equivalent to **one month's Rental Fee**

- Key & Lock Deposit: **£25**
- Access Fob Deposit: **£25**

4.2 Deposits may be used to cover:

- unpaid fees
- damage
- cleaning
- lock removal
- disposal or enforcement costs

4.3 Any remaining balance will be refunded after termination, subject to inspection and return of all Access Devices.

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## 5. Access to the Site & Security

5.1 Access is controlled via a **Paxton fob system**.

5.2 You will be issued a fob at the start of the agreement.

5.3 All access devices remain our property.

5.4 You must not:

- share
- copy
- transfer access devices

5.5 Access rights:

- apply only during an active, paid-up agreement
- may be revoked upon non-payment, breach, or termination

5.6 Lost or unreturned devices may result in:

- forfeiture of deposit
- replacement charges

5.7 We may request identification at any time. Photo ID will requested at registration.

5.8 Visitors and Children

5.8.1 You are responsible for any visitors, family members, contractors or other persons you allow to access the Site.

5.8.2 Children under 16 must be accompanied and supervised by a responsible adult at all times.

5.8.3 Children must not be allowed to wander around the Site unattended, enter restricted areas, climb on containers, gates, barriers, vehicles, equipment or any other structures.

5.8.4 We reserve the right to restrict access where we believe unsafe behaviour is taking place.

## **Health, Safety & Site Conduct**

### 5.9 Customer Responsibility

5.9.1 You enter and use the Site at your own risk and are responsible for taking reasonable care for your own health, safety and belongings whilst on Site.

5.9.2 You acknowledge that the Site is a working environment where vehicles, machinery, equipment, other customers and operational activities may be present.

5.9.3 You must remain aware of your surroundings and act safely and responsibly at all times.

5.9.4 You are responsible for ensuring that anyone attending the Site with your permission follows these Terms and any Site safety instructions.

### 5.10 Safe Use of the Site

5.10.1 You must drive carefully and responsibly whilst on Site and follow all speed limits, signs and instructions provided by Tynedale Storage.

5.10.2 You must take care when accessing:

- storage containers
- gates and barriers
- doors and access points
- parking areas
- shared access routes

5.10.3 You must not interfere with:

- security equipment
- CCTV systems
- gates or access controls
- farm machinery or equipment
- another customer's property
- any area not designated for customer access

5.10.4 Any accidents, hazards, damage or safety concerns must be reported to Tynedale Storage as soon as reasonably possible.

## 5.11 Restricted Areas

5.11.1 You must remain within authorised storage and access areas only.

5.11.2 Access to farm buildings, machinery areas, private areas or any other restricted areas of the Site is strictly prohibited unless permission has been provided by Tynedale Storage.

## 5.12 Accidents and Personal Responsibility

5.12.1 Tynedale Storage will take reasonable steps to provide a safe and secure storage environment; however, you remain responsible for your own actions and conduct whilst using the Site.

5.12.2 Tynedale Storage accepts no responsibility for accidents, injury, loss or damage caused by:

- failure to follow these Terms
- failure to follow Site rules or instructions
- misuse of the facilities
- unsafe behaviour
- your own negligence
- the actions of other customers or third parties

5.12.3 Nothing in these Terms limits or excludes any liability which cannot legally be limited or excluded.

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## 6. Access Hours

6.1 The Site operates 24/7.

6.2 Standard access hours: **07:00 to 20:00**.

6.3 Access outside these hours must be **pre-arranged** with us.

6.4 We reserve the right to:

- restrict or suspend access for security or operational reasons
- deny access for breach of these Terms

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## 7. Late Payment & Charges

7.1 If payment is overdue:

- After **7 days**:

- £10 late fee may be applied
- access may be restricted
- fob access may be disabled

7.2 If payment is not received after this period:

- additional admin fees will be applied
- interest on outstanding balances will be applied
- enforcement action under clauses 13–14

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## 8. Prohibited Goods

You must not store:

- Perishable goods (food, plants, etc.)
- Living creatures
- Explosives, firearms, or ammunition
- Hazardous, toxic, or radioactive materials
- Flammable liquids or gases (fuel, gas bottles, etc.)
- Illegal or stolen goods
- Waste materials
- High-value items such as cash, jewellery or securities

We reserve the right to act immediately if such goods are suspected.

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## 9. Use of Container

9.1 You agree to:

- use the Container for **storage only**
- keep it clean and in good condition
- not operate a business from the unit

9.2 You are responsible for:

- all goods stored
- any damage caused to the Container, Site, or others

- removal of all goods at the end of tenancy

If goods remain after termination, we will treat the mas abandoned and exercise our rights under clauses 14 and 16.

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## 10. Outdoor Storage Disclaimer

10.1 Containers are located outdoors.

10.2 Goods may be exposed to:

- weather conditions
- temperature changes
- environmental factors

10.3 You are responsible for protecting your goods accordingly.

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## 11. Insurance

11.1 You must maintain **adequate insurance cover** for all stored goods.

11.2 You must provide proof of insurance upon request.

11.3 Failure to maintain insurance is a **breach of this agreement**.

11.4 We do **not insure your goods**.

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## 12. CCTV & Monitoring

12.1 The Site is monitored by CCTV for:

- security
- safety
- crime prevention

12.2 By entering the Site, you consent to being recorded.

12.3 All data is handled in accordance with UK data protection laws.

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## 13. Liability

13.1 All goods are stored at your own risk.

13.2 You are responsible for:

- the security and insurance of your stored goods

- your own safety and conduct whilst on Site
- the actions of any visitors you bring onto the Site
- any damage caused by you or your visitors

13.3 We are not liable for:

- loss, theft or damage to stored goods
- weather or environmental conditions
- indirect or consequential loss
- damage or injury caused by your own actions, misuse of the Site, or failure to follow these Terms

13.4 You agree to indemnify us against reasonable claims, costs or losses arising from your use of the Site, your stored goods, or your breach of these Terms.

13.5 Nothing in these Terms limits or excludes liability for:

- death or personal injury caused by negligence
- fraud or fraudulent misrepresentation
- any liability which cannot legally be excluded under English law.

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## **14. Lien & Non-Payment Enforcement**

14.1 We have a **lien over all goods stored** for unpaid fees.

14.2 Enforcement process:

### **Stage 1 – 7 Days Overdue**

- access denied
- unit overlocked
- fob disabled

### **Stage 2 – Formal Notice**

- written demand for payment

### **Stage 3 – Enforcement**

- entry to unit
- removal of goods
- retention of goods

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## **15. Sale or Disposal of Goods**

15.1 If payment remains outstanding, we may:

- sell goods (auction or private sale), or
- dispose of goods if low value or unsafe

15.2 Proceeds will be applied to:

- outstanding fees
- late charges
- enforcement and legal costs

15.3 Any shortfall remains payable by you.

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## **16. Abandoned Goods**

16.1 If goods are left after termination or non-payment, we may:

- Deny access until all fees are paid.
- Serve written notice requiring collection.
- After notice, sell or dispose of goods under the **Torts (Interference with Goods) Act 1977**.

16.2 Sale proceeds will be applied to unpaid fees and reasonable costs, with any balance held for you.

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## **17. Lock Cutting**

17.1 We may cut locks:

- in emergencies
- for non-payment
- where access is required

17.2 Charges may apply.

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## **18. Our Rights**

18.1 We may enter the Container:

- in emergencies

- where breach is suspected
- to comply with legal obligations

18.2 We may relocate your Container where reasonably required.

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## 19. Ending the Agreement

19.1 You may terminate with **1 month's written notice**, subject to:

- minimum term obligations
- all fees being paid

19.2 We may terminate immediately if:

- payment is overdue
- Terms are breached
- illegal activity is suspected

19.3 On termination you must:

- remove all goods
  - return all access devices
  - leave the Container clean
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## 20. Changes to Terms

We may update these Terms by giving reasonable notice.

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## 21. Data Protection

We process personal data in accordance with **UK GDPR and the Data Protection Act 2018**.

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## 22. Governing Law

These Terms are governed by the laws of **England and Wales**.

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## Acceptance

By signing the Storage Agreement (or otherwise accepting these Terms), you confirm that you have read, understood and agree to be bound by them.