

## STORENEXTDOOR TERMS AND CONDITIONS

### 1. DEFINITIONS

When we use capitalised terms in these terms and conditions, this is what they mean:

**“Badger”**

means any Member offering space to rent.

**“Contract End Date”**

means the date upon which it is agreed that the Goods will be collected by the Squirrel from the Premises, or the date upon which the Rental Contract is terminated by Us for breach by a Member.

**“Contract Enquiry”**

means the form set out on Our Site called ‘Initial Contract Enquiry’ which is completed by the Squirrel and sent to the Badger.

**“Contract Month”**

means the period of a calendar month from the Contract Start Date, and each subsequent month. (For example, if a Rental Contract is for a period of 3 months and the Contract Start Date is 2 March 2012, the “Contract Month” will run from 2 March – 1 April; then 2 April – 1 May; then 2 May – 1 June).

**“Contract Price”**

means the full price payable for storage, as set out in the Rental Contract.

**“Contract Start Date”**

means the first day on which the Squirrel is required to commence storage as per the Rental Contract.

**“Draft Contract”**

means the document initiated by the Squirrel following a Contract Enquiry, which where present will include dialogue between the Badger and the Squirrel.

**“Excluded Items”**

means the items that cannot be stored, as set out in the “Excluded Items Policy”.

**“Excluded Items Policy”**

means the policy outlining items which cannot be stored under a Rental Contract.

**“Fees”**

means the price payable by the Squirrel in accordance with the Rental Contract which includes an amount to be paid to the Badger and to Us, being an administration charge.

**“Goods”** means the goods and articles belonging to the Squirrel, stored at the Premises which are listed in the Inventory.

**“Insurance Policy”**

means the policy of insurance in the name of Neighbuddy Ltd.

**“Inventory”**

means a list of the Goods to be stored, completed by the Squirrel.

**“Member”**

means any user of Our Site.

**“Our Policies”**

means the Excluded Items Policy; Insurance Policy and Privacy Policy.

**“Premises”**

means the premises of the Badger, offered to store Goods.

**“Privacy Policy”**

means the policy governing the use of Your personal and other data, accessible via <http://www.storenextdoor.com/staying-safe/basics/>.

**“Rental Contract”**

means the contract between Us, the Badger and Squirrel for the provision of rental services, comprising of these Terms, the details contained on the “Make A Contract” page, the Privacy Policy, Excluded Items Policy, Insurance Policy and Inventory (if applicable).

**“Site”**

means the website found at [www.storenextdoor.com](http://www.storenextdoor.com).

**“Special Conditions”**

means any special requirement agreed between the Badger and Squirrel and set out in the “Make A Contract” page under the heading ‘Special Conditions’.

**“Squirrel”**

means any Member seeking space to rent.

**“Terms”**

means these terms and conditions.

**“Us/Our/We”**

means Neighbuddy Ltd trading as ‘Storenextdoor’.

**“You/Your”**

means all Members.

## 2. INTRODUCTION

- 2.1 The Site is operated by Neighbuddy Ltd. We are registered in England and Wales under company number 08098046 and have Our registered office at c/o Richardson Swift, 11 Laura Place, Bath, BA2 4BL
- 2.2 The Site is an online platform bringing together Members for the benefit of providing alternative storage solutions. Our service is made available through Our Site.
- 2.3 The full agreement between Us, You and between Members shall comprise of all or some of the following (as applicable):
- (a) these Terms;
  - (b) the Rental Contract;
  - (c) the Insurance Policy;
  - (d) the Excluded Items Policy;
  - (e) the Inventory (if any); and
  - (f) the Privacy Policy;

Please ensure that You consider them carefully as You will be fully bound by them at all times.

- 2.4 We do not act as agent on behalf of Members or any third party.
- 2.5 Please note that certain provisions of these Terms will only apply to You if You are a Badger; and other provisions will only apply if You are a Squirrel. Certain provisions will only apply to You as a user of the Site.
- 2.6 We reserve the right to update these Terms or Our Policies at any time. You will be notified of any changes via Your Storenextdoor account. The new Terms or Policy will apply from the date of publication on Our Site, save where existing Rental Contracts are in place, which will be governed by the terms and policies in place on the date the Rental Contract was made.

## 3. REGISTRATION AND PERSONAL PROFILE

- 3.1 You must register with Us before You can use the services offered by Our Site.
- 3.2 In registering with Our Site, You confirm that:
- (a) You are at least 18 years of age; and
  - (b) In the case of Badgers, You are legally able to use the Premises for storage.
- 3.3 We will not charge You on registering with Our Site. A charge to Squirrels will be made when a Rental Contract is entered into. Refer to clause 5 entitled "Our Charges" for further details.
- 3.4 We reserve the right to block or suspend any Member whom in Our reasonable opinion is abusing Our Site and/or failing to adhere to these Terms and/or fails to meet the eligibility criteria set out in clause 3.2.
- 3.5 You must not misuse Our Site in any way, including knowingly introducing viruses, or other material which is malicious.
- 3.6 This Site and the information provided on it shall be operated in accordance with these Terms.

**4. UPLOADING MATERIAL TO OUR SITE**

- 4.1 Any material You upload to Our Site, including your “personal profile” and any associated photographs will be considered non-confidential and non-proprietary. We can use this material in any way provided Our use does not violate any laws.
- 4.2 We will not be responsible or liable to any third party for the content or accuracy of any materials posted by You or any other user of Our Site, and We have the right to remove any material or posting You make on Our Site if, in Our opinion, such material is fraudulent, offensive, illegal or a violation of privacy and/or intellectual property rights.

**5. OUR CHARGES**

- 5.1 Charges for using Our Site are included in the Fees paid by the Squirrel for renting space at the Premises. When payment is made, a percentage of that payment (23%) is paid to Us in return for use of Our service, and the remainder paid to the Badger.
- 5.2 We reserve the right to increase Our charges at any time. We also reserve the right to charge a fee on registration with Our Site.
- 5.3 Where applicable, the Fees include VAT at the current rate.

**6. MAKING AN ENQUIRY AND ENTERING INTO A CONTRACT**

- 6.1 To make a Contract Enquiry, the Squirrel must click on the “Contact the owner about this space” button and enter the required dates in the popup window. This will send a notification to the Badger and the action will create a Draft Contract on our site. The Badger and Squirrel can then engage in dialogue which forms part of the Draft Contract. The Draft Contract is not binding as between Badger and Squirrel, nor is it binding on Us.
- 6.2 Badgers are under no obligation to respond to a Contract Enquiry.
- 6.3 When a Squirrel and Badger have agreed, in principal, the terms of the rental and such terms are contained in the Draft Contract, both parties must click the “Review and agree contract” button. The Rental Contract is binding when the Squirrel and Badger both accept the Rental Contract by both clicking the “Review and agree contract” button. The complete Rental Contract is then generated and stored in Your Storenextdoor Account in the “My contracts” section and We will send You an email confirming that the Rental Contract has been concluded.
- 6.4 Any Special Conditions must be agreed prior to the Rental Contract being entered into, in the box specified on the “Draft Contract” page. If a special condition is not specified in the ‘Special Conditions’ box on the Rental Contract form, neither party will be bound by it.

**7. STORAGE OF GOODS**

- 7.1 The Squirrel must access the Premises at the time and on the date agreed with the Badger and specified in the Rental Contract.
- 7.2 The Squirrel agrees that he/she will:
- (a) abide by the terms of the Excluded Items Policy;
  - (b) exercise appropriate skill and care when entering and exiting the Premises so as not to cause any damage to the Premises;

- (c) collect and remove the Goods from the Premises at the time and on the date specified in the Rental Contract; and
- (d) complete and provide an accurate Inventory.

7.3 The Badger agrees that he/she will:

- (a) respect the confidentiality of the Squirrel at all times;
- (b) ensure that the Goods are safely stored, in the manner contemplated by the Rental Contract; and
- (c) be available at the time and dates specified in the Rental Contract to allow the Squirrel access to the Premises to store and remove the Goods.

7.4 Nothing in these Terms shall operate so as to create a relationship of landlord and tenant as between Squirrel and Badger, nor shall any party be considered a bailee of the Goods.

## 8. PAYMENTS

8.1 The Squirrel shall pay the Fees to Us in monthly instalments, by direct debit beginning on the Contract Start Date, and continuing on the dates agreed in the Rental Contract.

8.2 Failure to pay the Fees on time may render the Squirrel liable to additional charges equal to 3% above the base rate of Barclays Bank Plc of the Fee. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount. You must pay interest together with any overdue amount. If payment remains outstanding for more than 7 days, We reserve the right to:

- (a) suspend Your access to Our Site with immediate effect; or
- (b) terminate the Rental Contract immediately.

In either case, We will inform You in writing via email. If the Rental Contract is terminated, Goods must be collected by the Squirrel immediately.

8.3 Goods must be collected by the Squirrel from the Premises on the Contract End Date. Squirrels can choose to extend the Rental Contract when We pre-notify them that an existing Rental Contract is one month short of the Contract End Date. Badgers are under no obligation to agree to an extension. Both parties must agree to the extension to be bound by it.

8.4 If a Squirrel fails to collect the Goods on time and the Goods remain at the Premises, the Badger is entitled to charge storage on a daily basis for each additional day over and above the Contract End Date that storage is required. In addition, We may make an additional charge to the Squirrel to cover Our costs of administration. In addition, We may, at the request of the Badger, arrange alternative storage for the Goods which will be at the full expense of the Squirrel. Payment of the additional charges must be made prior to the Goods being collected.

8.5 If Goods remain at the Premises for more than 28 days following the Contract End Date or termination under clause 8.2, the Badger shall have the right to remove the Goods and sell the Goods, accounting to the Squirrel for any sums remaining after deducting Our reasonable costs and costs to the Badger of additional storage.

8.6 The rights of the Badger in relation to repossession and sale of the Goods as set out in clause 8.5 shall be fully assignable.

8.7 Payment to the Badger shall be made direct to the Badger's bank account 5 working days after the payment has been received from the Squirrel. The Badger will receive the amount they specified during the '+Add new space' process – which can be checked under the 'My spaces' tab of the 'My account' page (under 'Earnings per month').

## 9. CANCELLATION

9.1 You have the right to cancel the Rental Contract on giving notice within 7 working days' of the Contract Start Date. This period is known as the "Cooling Off Period".

9.2 **If the Cooling Off Period has passed:** the Squirrel can cancel the Rental Contract on giving not less than 28 days' written notice to the Badger, such notice to expire on the final day of the Contract Month following the month in which notice is given.

9.3 Notice must be provided using the "Cancel contract" button on Your relevant "My contracts" page. Neither Member is obliged to accept written notice that has not been provided in this way.

9.4 You cannot cancel a Rental Contract otherwise than in accordance with clauses 9.1 and 9.2.

## 10. LIABILITY

10.1 We can enforce these Terms or the Rental Contract against any Member for failure to comply with any part thereof, whether breach of an obligation towards Us or another Member. Members can enforce the relevant parts of these Terms as between each other.

10.2 Information provided on Our Site is done so on an 'as-is' basis and is not advice. We give no warranty as to the accuracy of information, materials and commentary posted on Our Site. It is in Our Members best interests to ensure the accuracy of information posted by them to maximise success when using Our Site.

10.3 Access to Our Site is permitted on a temporary basis and we can withdraw or amend the service we provide at any time. We cannot guarantee that the Site will be uninterrupted. We will not be liable if any time Our Site is unavailable.

10.4 To the fullest extent permitted by law, We accept no liability in relation to loss or damage unless it is a foreseeable result of Our breach of these Terms or Our negligence. Loss or damage is foreseeable if it is an obvious consequence of Our breach or if it was contemplated by You and Us at the time the Rental Contract was made. We will not be liable in relation to:

- (a) the condition of or damage to any Goods;
- (b) the theft of any Goods;
- (c) damage to any property;
- (d) taxes, fines or penalties that may become payable to HM Revenue and Customs, government departments or local authority as a result of Your use of Our Site or entering into a Rental Contract;
- (e) payments made or due to be made by Members;
- (f) cancellations;
- (g) losses arising from Your failure to notify Your buildings and contents insurance provider or Your mortgage provider as required by clause 11.2(d); or

(h) loss of income, profit, goodwill or loss of business opportunity to Members (whether or not foreseeable);

10.5 Nothing in these Terms shall operate so as to exclude Our liability in any way for fraudulent misrepresentation or death or personal injury, resulting from Our negligence.

## 11. **INSURANCE, LAW & NOTIFICATION**

11.1 We agree to maintain the Insurance Policy, or a different policy that We in Our reasonable opinion believe is suitable for the storage service contemplated.

11.2 You agree that:

(a) You have read and acknowledged the terms of the Insurance Policy;

(b) You are not aware of any issue or circumstance that may arise that may void the Insurance Policy;

(c) You will not, at any time, do anything that could or may void the Insurance Policy;

(d) In the case of Badgers, You have, if required to do so, notified Your buildings and contents insurance provider and/or mortgage lender as to the terms of the Rental Contract .

(e) You will at all times comply with the laws and regulations applying to the service contemplated by the Rental Contract, Your membership to and use of Our Site.

## 12. **TAX**

12.1 You are obliged to make all and any necessary declarations and/or payments of tax derived from income gained as a result of using Our Site. We are not in any way liable to account to HM Revenue and Customs on Your behalf.

## 13. **INTELLECTUAL PROPERTY RIGHTS**

13.1 We are the owner or the licensee of all intellectual property rights in Our Site, and in the material published on it including the Storenextdoor name and related graphical assets (logo). These works are protected by copyright laws and treaties around the world. All such rights are reserved.

13.2 You may print off one copy, and may download extracts, of any page(s) from Our Site for Your personal reference and You must not modify the paper or digital copies of any materials You have printed off or downloaded in any way.

13.3 You must not use any of the materials on Our Site for commercial purposes without Our consent.

## 14. **INFORMATION ABOUT YOU AND YOUR VISITS TO OUR SITE**

14.1 We process information about You in accordance with Our Privacy Policy accessible via <http://www.storenextdoor.com/staying-safe/basics/>. By using Our Site, You consent to such processing and You warrant that all data provided by You is accurate.

14.2 Our Site uses cookies to distinguish You from other users of Our Site. This helps Us to provide You with a good experience when You browse Our Site and also allows Us to make improvements. You can find more information about the cookies We use at <http://www.storenextdoor.com/help/cookies/>.

14.3 Please note that third parties may also use cookies, and We have no control over the cookies that they use.

14.4 You can disable cookies by activating the setting on Your browser that allows You to refuse the setting of all or some cookies. However, if You use Your browser settings to block all cookies (including essential cookies) You may not be able to access all or parts of Our Site and it will affect the Site's functionality.

**15. LINKING TO AND FROM OUR SITE**

15.1 You may link to Our home page, provided You do so in a way that is fair and legal and does not damage Our reputation or take advantage of it, but You must not establish a link in such a way as to suggest any form of association, approval or endorsement on Our part where none exists. You must not establish a link from any website that is not owned by You. We reserve the right to withdraw linking permission without notice.

15.2 Where Our Site contains links to other websites and resources provided by third parties, these links are provided for your information only. We have no control over the content of those Sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

**16. ASSIGNMENT & THIRD PARTY RIGHTS**

16.1 We may assign Our rights under these Terms or the Rental Contract to a third party without notice to You.

16.2 You are not permitted to assign Your rights under these Terms or the Rental Contract.

16.3 We are permitted to enforce the rights of Members under these Terms.

16.4 Subject to clause 16.3, no other person shall have any rights to enforce the Rental Contract whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

**17. EVENTS OUTSIDE OUR CONTROL**

17.1 We will not be responsible or liable for any failure to perform, or delay in the performance of any of Our obligations that is caused by an "Event Outside Our Control". An Event Outside Our Control is any act or event beyond Our reasonable control.

17.2 If an Event Outside Our Control takes place that affects the performance of Our obligations, We will contact You as soon as reasonably possible to notify You. Our obligations will be suspended and the time for performance of Our obligations will be extended until such time as We, in Our reasonable opinion, are able to resume and complete performance.

**18. SEVERANCE**

18.1 If any provision of the Rental Contract is found to be void or unenforceable, that provision shall be severable and the remaining provisions shall be unaffected.

**19. GOVERNING LAW & JURISDICTION**

19.1 The English Courts will have non-exclusive jurisdiction over any claim connected with these Terms and/or a Rental Contract. Any dispute or claim arising thereof shall be governed by and construed in accordance with the law of England and Wales.