

Primary Container Storage Ltd

TERMS AND CONDITIONS

DEFINITIONS:

“We”, “Us” or “Our” means Primary Container Storage. “You” or “Your” means the customer named in this Agreement. Words and terms shall bear the meanings set against them in the Particulars “Access Hours” means the hours of 9:00am to 5:00pm or such other times during which access to the Facility is available as shown from time to time on Our website: <https://primarycontainerstorage.co.uk> “Agent” means any person who you authorize or who accompanies you to access the Unit. “Agreement” means this Self Storage Licence Agreement, made up of the Particulars and these Terms and Conditions as varied (if at all) from time to time. “Debt” means the amount of any Fees, Late Payment Fees or other amounts from time to time that You owe to Us. “Storage Protection” means an agreement between You and Us where We accept some liability for goods in storage in return for payment of the Storage Protection Charges. “Facility” means the building, warehouse, external storage containers or other land or premises operated by Us at the address shown in the Particulars. “Fees” means Storage Fees and Storage Protection Charges. “Goods” means items stored in the Unit. “Late Payment Fee” means simple interest on any amount from time to time due to us calculated on a daily basis at the rate of 4% per annum above the base rate from time to time of Barclays Bank plc or (if higher) at 4% per annum. “Liabilities” means all claims, liabilities, demands, damages, costs and expenses (including any legal and professional fees) incurred by Us or third parties. “Particulars” means the Particulars set out on the preceding pages 1 and 2 “Property” or “Your Property” or “Goods” means any and/or all goods stored by You in a storage Unit allocated to You at Our Facility. “Storage Period” the period from and including the Storage Period Start Date detailed on the Particulars until the date on which the licence granted by Us is ended in accordance with this Agreement. “Unit” means a segregated area of or Container at Our Facility made available for You to store Goods. The above definitions also apply in the Particulars. The headings in this Agreement do not affect its interpretation. The singular includes the plural and vice versa in the interpretation of this Agreement. Any reference to Your or the ACP’s address or email address is to the relevant address or (as the case may be) email address detailed in the Particulars or such other as You notify to us in writing from time to time. Any reference to the full replacement value of the Goods stored is to such value stated in the Particulars or to such other value as may be notified by You to Us in writing from time to time. STORAGE: 1. So long as all Fees are paid up to date and subject to these Conditions, You: a. are granted a licence during the Storage Period only to store Goods in the Unit allocated to You by Us from time to time and only in that Unit; b. are deemed to have knowledge of the Goods in the Unit; and c. warrant that You are 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. We: a. do not have and will not be deemed to have knowledge of the Goods; b. are not a bailee, custodian or warehouseman of the Goods. You acknowledge that c. We do not take possession of the Goods; d. We do not grant any lease or tenancy of the Unit or any part of the Facility and nothing in this Agreement creates a landlord and tenant relationship; and e. We retain control, possession and management of the Facility and the Unit and f. You have no right to exclude Us from the Facility or the Unit. 3. This Agreement will come into existence between Us and You when We notify You We have accepted Your order by signing the Agreement. The Storage Period will begin on the date agreed with You during the order process and set out in the Particulars. FEES AND CHARGES: 4. You 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 You) will be refunded by cheque or electronic transfer within 21 days of termination of this Agreement. 5. You agree that you will pay to Us: a. the Storage Fee and (if applicable) the Storage Charge (being the amounts set out in the Particulars or as most recently notified to You by Us) plus any applicable VAT at the applicable rate current from time to time, the first payment on acceptance of Your order and after that in advance on each Due Date. It is Your responsibility to see that payment is made directly to Us on time and in full throughout the Storage Period. You can pay using a debit card or credit card or by standing order or direct bank transfer. We do not necessarily invoice in advance for Fees but will issue an electronic invoice either before or following payment. Any Fees or other amounts paid by direct transfer will not be

credited to Your account unless You identify the payment clearly and as directed by Us. If you fail to correctly identify a payment, We reserve the right to take steps to enforce the Agreement (including the sale of Goods) due to Your failure to pay Storage Fees. We shall have no liability to You as a result of taking such action and You agree to fully indemnify Us for any costs, including those outlined in (c), below, We incur in taking such action. Payment will not be regarded as having been made until it has been received by Us in cleared funds; b. on demand the Late Payment Fee; c. on demand any costs incurred by Us in collecting late or unpaid Fees, or in enforcing this Agreement in any way, including but not limited to postal, telephone, taking an inventory of Goods, debt collection, personnel and/or default action costs and associated legal and professional fees; d. any government taxes levies or charges (including any value added tax or tax or levy replacing it) chargeable on any supplies made or services provided under this Agreement at the same time as payment for the supplies or services is due; and e. on demand a reasonable fee for cleaning the Unit or charges for repairs, to be invoiced at Our discretion as described in Clause 23. Where You have more than one agreement with Us, all will form one account and We may in our sole discretion apply any payment made by You or on Your behalf on this Agreement against whichever we choose of the amounts due from You to Us under this or any other agreement in the account. If You make a part payment of any Storage Fees due to Us and We retain Your part payment, this will not affect Our ability to take any action against You or to exercise any rights We have under this Agreement in respect of the Storage Fees which remain outstanding from You. The time period from which We may take such action will still start from the Due Date when the original Storage Fees were due and the Due Date will not be extended as a result of Your part payment.

DEFAULT – RIGHT TO SELL OR DISPOSE OF GOODS:

6. We take the issue of prompt payment seriously and We shall have a general and particular right of lien which is a right to seize and sell or otherwise dispose of some or all of the Goods as security for Your obligation to make payments under this Agreement. If any Debt is not paid when due, You authorise Us without further notice to: a. refuse You and Your Agents access to the Goods, the Unit and the Facility and to overlock the Unit until the Debt has been paid in full; and/or b. enter the Unit and inspect and/or remove the Goods to another Unit or site and to charge You for all reasonable costs of doing so on any number of occasions; and/or c. apply the Deposit against the Debt; and d. hold onto and/or ultimately sell or dispose of some or all of the Goods in accordance with Clauses 8 to 10. You acknowledge that: e. We shall be entitled to continue to charge Storage Fees from the date the Debt becomes due until payment is made in full or the Goods are sold or disposed of; f. We may sell the Goods as if We were the owner and will pass all rights of ownership in the Goods to the buyer; and g. if You do not pay Fees on the Due Date, the value of any discounts and special offers (including periods of free storage) which You have received will be retrospectively cancelled and will be payable by You in full.

7. On or before expiry or termination of this Agreement you shall remove all Goods from the Unit. If for any reason, You fail to do so, We are authorised to treat the Goods as abandoned and may sell or dispose of all Goods by any means in accordance with Clauses 8 to 10. You are liable for Storage Fees for the period from abandonment to the sale or disposal of the Goods together with any costs of disposal incurred, which shall be added to the Debt and treated as a debt.

8. Before We sell or dispose of the Goods, We will give You notice asking You to pay (if You are in default) or collect the Goods (if they are treated as abandoned). If You fail to pay the Debt and/or collect the Goods (as appropriate) We may access the Unit and begin the process to sell or dispose of the Goods. You consent to and authorise the sale or disposal of all Goods without further notice regardless of their nature, content or value. We will sell the Goods for the price reasonably available in the open market, taking into account the costs of sale. You also agree to pay us, on demand, default action costs, including any costs associated with accessing the Unit and disposal or sale of the Goods which amount shall be added to the Debt and treated as a debt.

9. 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 of these costs and the Debt, You must pay Us the balance within 7 days of a demand from Us. We may take action to recover the balance and any legal and administrative costs incurred in doing so. If sale proceeds exceed the amount due from You, We will attempt to return the excess funds to you. If this is not reasonably possible, we will hold the balance for You but no interest will be payable on it.

10. We may dispose of all Goods by any means at Your cost and at Our discretion in the event that: a. in Our opinion and entirely at Our discretion, the 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; b. Goods are damaged due to fire, flood or other event that has rendered them, in Our reasonable opinion, severely damaged, of no commercial value, or dangerous to persons, the environment or property; or c. Goods may contain personal data belonging to You or others; or; d. Goods are abandoned or deemed abandoned or

You authorise Us to treat the Goods as abandoned. We do not need Your prior approval to take this action but will send written notice to You if we propose disposing of any such Goods or have done so. 11. Any items left unattended in common areas at the Facility or outside Your Unit at any time shall be treated as abandoned and may at Our discretion be moved, sold or disposed of immediately with no liability on Our part. ACCESS AND STORAGE: 12. You have the right to access the Unit during the Access Hours and subject to the terms of this Agreement. We will try to provide advance warning of changes to Access Hours by notice at the Facility and/or by SMS or email, but We reserve the right to change Access Hours temporarily to other reasonable times without giving prior notice. You must not disclose to any other person the code to any gate or entrance to or at the facility. 13. If We have agreed to grant You extended access to the Unit outside normal hours, the extended access is available between the hours indicated on the Particulars, subject to You paying any relevant additional charges. 14. Only You or Your Agents may access the Unit. You are responsible for and liable to Us and other users of the Facility for Your own actions and those of Your Agents. We may (but are not obliged to) require proof of identity from You or any other person at any time and, at Our sole discretion, may refuse access to the Facility to any person who is unable to produce satisfactory proof of identity or authority to access the Unit. You shall procure that Your Agents shall comply with Your obligations under this Agreement. You are responsible for any breach or non-observance of this Agreement by any of Your Agents 15. We may refuse You access to the Unit and/or the Facility where moneys are owing by You to Us, whether or not a formal demand for payment has been made, or if We consider the safety or security of any person, Unit or Goods on or at the Facility has been threatened or may be put at risk. 16. You should not leave a key with or permit access to the Unit to any person other than Your own Agent who is responsible to You and subject to Your control. If You do so, it is at Your own risk. 17. You authorise Us and Our agents and contractors to enter the Unit in the following circumstances and to break any 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; c. if We believe the Unit is being used to store prohibited Goods or for a prohibited purpose; d. if We are obliged to do so by law, Police, Fire Services, Trading Standards, HM Revenue & Customs, other competent authority or Court Order; or e. to relocate the Goods or exercise Our lien or power of sale or disposal in accordance with this Agreement. 18. You 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 or dead creatures; c. combustible or flammable substances including but not limited to 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 odours; g. any illegal item or substances or goods illegally obtained including, without limitation, illicit (counterfeit/smuggled) tobacco or alcohol and unlicensed or unsafe goods (including but not limited to toys, electrical goods, medicines, aerosols, cosmetics, fireworks); h. goods which are environmentally harmful or that are a risk to property, the environment or any person; i. currency, deeds and securities; and j. items which are unique in nature and/or where the value to You cannot be assessed on a financial basis. 19. You must not use portable heaters in the Unit at any time. 20. You must not store in any Unit a. Lithium ion batteries exceeding a watt-hour (Wh) rating of 160 Wh unless they are built-in and cannot be removed from otherwise permitted Goods; b. portable battery chargers, power banks or any similar portable power source; c. E-Scooters, E-Bikes, E-Skateboards or any similar battery-powered vehicle, unless the battery has been removed and is not being stored in the Unit; d. more than ten (10) in total of any of laptops, tablet computers, mobile phones, children's toys and other similar items containing built-in batteries. When storing any permitted Goods that contain built-in batteries you must ensure: e. the Goods are free from visible physical defect or fault; and f. such Goods are not stacked and are stored allowing air circulation. We recommend that all batteries are stored with the lowest practical charge. You will be liable under Clause 32 for any breach of any of Clauses 18 19 or 20. 21. You will be solely responsible for securing the Unit and ensuring it is locked with a lock with a CEN3 Rating or higher so as to be secure from unauthorised entry at all times when You are not in the Unit. We will not be responsible for securing any unlocked Unit. You may not apply a padlock or other device to the Unit in Our overlocking position and We may have any such padlock or device forcefully cut off at Your expense. Where applicable, You will secure the external gates and/or doors of the Facility. 22. You will use the Unit solely for the purpose of storage and shall not (nor 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 Us 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 Us 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 authorised by Us; f. cause damage to the Unit or any part of the Facility (which includes by removal, haulage or delivery contractors); or g. create any obstruction or leave items or refuse in any common space within the Facility. 23. You must maintain the Unit by ensuring it is clean and in good repair. In the event of uncleanliness or damage to the Unit or Facility, We will be entitled to retain the Deposit, charge a fee for cleaning the Unit, and/or claim full reimbursement from You of the reasonable costs of repairs, replacement, restoration, proper compensation or disposal of refuse. 24. You must use reasonable care on site and have respect for the Facility and other unit users, inform Us of any damage or defect immediately it is discovered and comply with the reasonable directions of Our employees, agents and contractors and any other regulations or policies for the use, safety and security of the Facility as We may issue periodically. 25. This Agreement does not confer on You any right to exclusive possession of the Unit and We reserve the right to relocate You to another Unit not smaller than the current Unit: a. by giving 14 days' notice during which You can elect to terminate this Agreement under Clause 46 or b. on shorter notice if an incident occurs that requires the Unit or area where it is located to be closed or sealed off. In these circumstances, We will pay Your reasonable costs of removal if approved in writing by Us before removal. If You do not arrange removal by the date specified in Our notice, then You authorise Us and its agents to enter the Unit and move the Goods as Your agent on Your behalf and at Your risk (except for damage caused wilfully or negligently which is subject to the limitations in Clause 30). Following removal this Agreement will be varied by substitution of the new Unit number but otherwise continues on the same terms at the Storage Fees in force for the original Unit at the time of the removal. 26. You must ensure the Unit is suitable for the storage of the Goods intended to be stored in it and You are advised to inspect the Unit before storing Goods and periodically during the Storage Period. We make no warranty or representation that any unit is suitable for any particular goods and We accept no liability in this regard. Unit sizes are approximate. If You have exact requirements, You must check with Us before signing this Agreement as by signing, You agree to the actual size of the Unit and not any represented unit size. 27. We may refuse storage of any Goods or require You to remove Goods if in Our opinion storage of such Goods creates a risk to the safety of any person, the environment or any property. 28. You must give notice to Us in writing of the change of any contact details on this Agreement for You or the ACP within 48 hours of any change. You agree We are entitled to discuss any default by You with the ACP registered on the front of this Agreement. RISK AND RESPONSIBILITY: 29. We will not be liable for any loss or damages suffered by You as a result of You not being able to access the Facility or the Unit, regardless of the cause. 30. Except to the extent that you have agreed to Storage Protection and then subject to clause 54, the Goods are stored at Your sole risk and responsibility and You shall be responsible for and bear the risk of any and all theft, damage to, and deterioration of the Goods caused by any reason. We exclude all liability in respect of: a. loss or damage to Your 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 Our negligence or breach of contract, in which case Our liability will be limited to the sum of £100 in total. We do not exclude or limit liability for physical injury to or the death of any person which is a direct result of negligence or wilful default on the part of Us, Our agents and/or employees. 31. Subject to clause 54 if you have agreed to Storage Protection, we do not insure the Goods and it is a condition of this Agreement that the Goods remain adequately insured by You at all times for their Replacement Value (as set out on the Particulars) while they are in storage. You warrant that such cover is in place, will not lapse and that the aggregate value of Goods in the Unit from time to time will not exceed the insured values specified in the Particulars or as notified in writing by you to us from time to time. We do not give any advice concerning insurance cover given by any policy and You must make Your own judgment as to adequacy of cover even when arranged by Us. Inspection of any insurance documents provided by You to demonstrate cover does not mean We have approved the cover or confirmed it is sufficient. 32. It will be Your responsibility to compensate Us for the full amount of Liabilities resulting from or incidental to: a. Your 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 You or any of Your Agents; or c. any enforcement of the terms of this Agreement.

33. You agree to comply with this Agreement and all laws and regulations relevant to the use of the Unit. This includes laws relating to any Goods which are stored and the manner in which they are stored. You will be responsible for all Liabilities resulting from such a breach. 34. If We have reason to believe that You are not complying with all relevant laws We may take any action We consider necessary including but not limited to, action outlined in Clauses 17 and 46, contacting, cooperating with and/or submitting Goods to relevant authorities, and/or immediately disposing of or removing Goods at Your expense. You agree that We may take such action at any time even though We could have acted earlier. 35. We shall not be considered to be in breach of this Agreement nor liable for any delay in performing or failure to perform any of Our obligations under this Agreement or any resulting loss or damage to Goods if such delay, failure, loss or damage results from events, circumstances or causes beyond Our reasonable control. Such circumstances include (but are not limited to) 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 recommended restrictions, epidemic, pandemic, or entry into any unit including the Unit or the Facility by or arrest or seizure or confiscation of Goods by a competent authority. If this happens, We will not be responsible for failing to allow access to the Goods, Unit and/or the Facility for so long as the circumstances continue. We will use our reasonable endeavours to minimise any effects arising from such circumstances. PERSONAL INFORMATION 36. We collect information about You and any ACP on registration and whilst this Agreement continues, including personal data (Data). We process Data in accordance with the UK retained version of the EU General Data Protection Regulation, the Data Protection Act 2018 and all associated laws. Details on how We use Data and Your rights in relation to Data are set out in Our Privacy Policy which can be viewed on Our website at graniteselfstorage.co.uk/privacy-policy/ You confirm any ACP has consented to You supplying Data to Us on these terms. 37. If You give consent, We will use Data for feedback purposes, including to provide information on products or services provided by Us in response to requests from You or if We believe they may be of interest. Your choice with regard to the relevant use of Data is indicated in the Particulars and can be changed at any time by contacting Us. COMMUNICATIONS AND NOTICE: 38. We can send You notifications regarding day-to-day matters and minor changes to this Agreement by email and/or by SMS if You have agreed to receive notifications by SMS. These notifications will be effective one hour after sending or immediately if they relate to an urgent problem or emergency. We may also send you a direct message on any of Your social media accounts. 39. Subject to clause 41 notices to be given by Us or You for more significant changes to these terms and conditions or to enforce rights under this Agreement (such as ending the Agreement, changing prices, significant disruptions or enforcing Our right to sell or dispose of Goods) must be in writing and may be:- a. delivered by hand; or b. c. d. sent by pre-paid post; or sent by email; or sent by direct message to any of Your social media accounts. 40. Notices from Us to You will be sent to the address or email address in the Particulars or the most recent address in England and/or email address notified message to Your social media accounts. 41. In the event that we have reason to believe that a. you are no longer resident at the last notified postal address; or b. your last known email address is not active; or c. we are otherwise not able to contact you then notice will be considered as having been given to You if We give that notice to the ACP. 42. Any notice from You to Us must be a. delivered by hand to Our address; or b. sent by post to Our address; or c. sent by email to Our email address as set out in the Particulars or (as the case may be) to such other address or email address as We may notify to you from time to time. 43. In the event that You comprise more than one person then Notice to or by any one of those persons is agreed to be sufficient for the purposes of any notice requirement under this Agreement as if it had been sent to all of those persons. 44. Notices sent by post shall be considered to have been received at the time of delivery by hand, one day after sending by email or 48 hours after posting. Notices sent by email or social media shall be considered to have been received ten (10) minutes after they are sent. Notices given by hand shall be considered to have been given at the time of delivery. CANCELLING OR ENDING THE AGREEMENT: 45. If You entered into the Agreement without physically coming into the Facility, then You have 14 days after We confirm acceptance of Your order to change Your mind (cooling off period). If You cancel during this period a refund will be provided based on the length of storage You have taken prior to the later of cancelling and all Goods being removed from the Unit. We can use any payment made by You to settle some or all of this sum. You can exercise this right to cancel by email, post or telephone call to Us referring to Your name, address, date of order, and Unit number. 46. Unless otherwise agreed in writing by You and Us, either We or You may end this Agreement at any time by giving the other party written notice to that effect in

accordance with Clause 39. The date on which the Agreement will end (the Termination Date) must accord with the number of days detailed in the Particulars. In the event of illegal or environmentally harmful activities on Your part or a breach of this Agreement (which, if it can be put right, You have failed to put right within 14 days of a request from Us to do so), We may terminate the Agreement immediately by notice. We are entitled to retain from the Deposit, or make a charge for, apportioned Storage Fees if less than the required notice is given by You. 47. You 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 Us. In the event that Goods and/or rubbish are left in the Unit after the Termination Date, Clauses 7 and 23 will apply. You must pay any outstanding Storage Fees and any other fees or expenses owed to Us up to the Termination Date, or Clauses 6 to 10 may apply. Any calculation of the outstanding Fees will be by Us. If We enter the Unit for any reason and there are no Goods stored in it, We may terminate the Agreement without giving advance Notice but will send Notice to You within 7 days. 48. You agree to examine the Goods carefully on removal from the Unit and must notify Us of any loss or damage to the Goods as soon as is reasonably possible. 49. Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of Us or You that came into effect during the term of the Agreement prior to termination or expiry. This includes the right to claim damage for breach of the Agreement, liability for outstanding monies, property damage, personal injury, environmental damage and legal responsibility under this Agreement.

VARIATION OF FEES AND OTHER TERMS AND CONDITIONS: 50. We may vary the Storage Fee and/or the Storage Charge and/or any of the terms and conditions of this Agreement and/or add new terms and conditions as long as such changes are notified to You. The modified terms will take effect on the first Due Date occurring not less than 28 days after the date of Our notice. You may end this Agreement without charge before the change takes effect by giving notice in accordance with Clause 46. Otherwise, Your continued use of the Unit will be considered as Your acceptance of and agreement to the amended Storage Fee the Storage Charge and/or terms and conditions (as the case may be).

OTHER MATTERS 51. If You wish to take up any additional services We offer, such as delivery and collection, We would be pleased to provide details. You will need to sign up to Our terms and conditions for such services which may be subject to additional charges. 52. You acknowledge and agree that :

- a. the terms of this Agreement constitute the whole agreement with Us and, in entering into this Agreement, You do not rely on any statement, promise, representation, assurance or warranty which is not set out in this Agreement;
- b. any descriptions or illustrations on our website are published for the sole purpose of giving an approximate idea of the size of the Unit and the services described we may provide but they will not form part of this Agreement or have any contractual force;
- c. the terms of this Agreement apply to the exclusion of any other terms that You seek to impose or incorporate, or which are implied by law (to the extent they may lawfully be excluded), trade custom, practice or course of dealing;
- d. You have raised all queries relevant to Your decision to enter this Agreement with Us and We have, prior to You entering into this Agreement, answered all such queries to Your satisfaction;
- e. any special terms agreed between You and Us, been recorded in writing and incorporated into the terms of this Agreement;
- f. if We decide not to exercise or enforce any right that it has against You at a particular time, then this does not prevent Us from deciding to exercise or enforce that right at a later date unless We tell You in writing that We have waived or given up its ability to do so;
- g. it is not intended that anyone other than You and Us will have any rights under this Agreement and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to it;
- h. if any provision or part-provision of this Agreement is or becomes invalid, unlawful or unenforceable to any extent, it shall be treated as deleted, but that shall not affect the validity and enforceability of the rest of this Agreement;
- i. You may not assign or transfer any of Your rights under this Agreement or part with or transfer possession or ownership of the Unit or Goods whilst they are in the Facility;
- j. We may transfer Our rights under this Agreement and will let You know if We do this; and
- k. where You comprise more than one person, each of You takes on the obligations in this Agreement separately as well as jointly and We may enforce our rights against any one or more of You.

53. 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.