



CUBESTORAGE

STANDARD STORAGE AGREEMENT 2024

KEY POINTS

- You own or are authorised to store the Goods.
- Storage fees must be paid in advance and on time.
- If You do not comply with the Conditions We have certain rights which include keeping Your Deposit and the right to seize the Goods in storage and sell or dispose of them.
- You must secure the Unit.
- You must not store dangerous, illegal, stolen, perishable, environmentally harmful or explosive goods subject to Clause 18 of the Conditions.
- You must check the Unit is suitable for storing the Goods.
- Our liability for loss of and/or damage to Goods is limited to £100.
- We are not liable to You for events outside Our control.
- Goods are stored at Your sole risk and must be insured.
- Batteries shall not be charged in the Unit and there are conditions applicable to the storage of batteries. See Clause 20 of the Conditions.
- We may use and share Your personal and other data in certain circumstances including listing on Storer Check database.
- Any special terms have been written down on this Agreement.
- Should the statutory 14 day cooling off period apply to this Agreement, and You cancel during this period a refund will be provided based on the length of storage You have taken prior to cancelling.

CONDITIONS

- DEFINITIONS
- "We", "Us" or "Our" means the Self Storage Business.
- "You" or "Your" means the customer named in this Agreement.
- "Agent" means persons who you authorise, or who accompany you, to access the Unit.
- "Agreement" means this Self Storage Licence Agreement, made up of the Cover Sheet and these Conditions.
- "Facility" means the building, warehouse, external storage containers or other land or premises operated by the Self Storage Business, the address of which is detailed on the Cover Sheet.
- "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 Cover Sheet until the date on which the licence granted by Us is ended in accordance with these Conditions.
- "Unit" means a segregated area of Our Facility made available for You to secure and store Goods'
- 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 and You acknowledge that We do not take possession of the Goods; (c) 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 (d) retain control, possession and management of the Facility and the Unit and the 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 Cover Sheet. The Storage Period will begin on the date agreed with You during the order process and set out on the Cover Sheet.
 - COST:
 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 are responsible to pay:
 - (a) the Storage Fee (being the amount set out in the Cover Sheet or as most recently notified to You by Us). We will take the first payment on acceptance of Your order and will take subsequent payments in advance on the invoice date for each Storage Period or other date agreed with You (Due Date). It is Your responsibility to see that payment is made directly to Us on time and in full

throughout the Storage Period. We do not normally bill for Fees but will issue an electronic invoice following payment. Any Storage Fees paid 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. We will not accept that payment has been made until it has received by Us in cleared funds;

- (b) a Late Payment Fee each time a payment is late or cancelled;
- (c) any costs incurred by the Us 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;
- (d) any government taxes or charges (including any value added tax or insurance premium tax) levied on any supplies made under this Agreement; and
- (e) the Cleaning Fee 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 the oldest amount due from You to Us on any 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 sum owing to Us and other Fees related to this Agreement are not paid when due (Debt), 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; (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 (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 Clauses 8 to 10. You acknowledge that (a) 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; (b) We will sell the Goods as if We were the owner and will pass all rights of ownership in the Goods to the buyer; and (c) 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 payable by You in full.
- 7. If on expiry or termination of this Agreement for any reason, You fail to remove all Goods from the Unit, 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, or treated as a, Debt.
- 8. Before We sell or dispose of the Goods, We will give You notice in writing directing You to pay (if You are in default) or collect the

Goods (if they are treated as abandoned). This notice will be sent by registered or recorded delivery to the postal address last notified by You to Us in writing and by email and/or by direct message on social media. If no address within the UK has been provided, We will use any land or email address or social media details We hold for You and any ACP. If You fail to pay the Debt and/or collect the Goods (as appropriate) We will 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 best price reasonably available in the open market, taking into account the costs of sale. We 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, or 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 written demand from Us. We 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 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. If, in the opinion of Us 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, You authorise Us to treat the Goods as abandoned and We may dispose of all Goods by any means at Your cost. We may dispose of the Goods at Our discretion in the event that: (a) 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 or property; or (b) Goods may contain personal data belonging to You or others. We do not need Your prior approval to take this action but will send written notice to You within 7 days of assessing damaged Goods.
- 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 to Us.
- **ACCESS:**
- 12. You have the right to access the Unit during Access Hours as posted by Us 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.
- 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 Cover Sheet, 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.
- 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, by the Police, Fire Services, Trading Standards, HM Revenue & Customs, other competent authority or by a 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 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 such as 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 the property of 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) any Lithium ion batteries exceeding a watt-hour (Wh) rating of 160 Wh unless they are built-in and cannot be removed from the otherwise permitted Goods; (b) portable battery chargers, power banks or any similar portable power source; (c) more than five (5) E-Scooters, E-Bikes, E-Skateboards or any similar battery-powered vehicles, unless the battery has been removed and is not being stored in the Unit; (d) more than ten (10) laptops, tablet computers, children's toys or other similar items containing built-in batteries.
- 20.1 When storing any permitted Goods that contain built-in batteries you must ensure: (a) the Goods are free from visible physical defect or fault and (b) such Goods are not stacked and are stored allowing air circulation. We recommend all batteries are stored with the lowest practical charge.
- 20.2. You will be liable under Clause 32 for any breach of this Clause 20.
- CONDITIONS:
- 21. You will be solely responsible for securing the Unit and ensuring it is locked 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 are not permitted to 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 (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 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 during the Storage Period. In the event of uncleanliness or damage to the Unit or Facility, We will be entitled to retain the Deposit, charge a Cleaning Fee, and/or claim full reimbursement from You of the reasonable costs of repairs, replacement, restoration, proper compensation or disposal of refuse.
- 24. You must (and ensure that Your Agents) 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 shall 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 40; 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, 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 or 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. 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 48 if applicable, 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 Cover Sheet) 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 value. 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 all claims, liabilities, demands, damages, costs and expenses (including any reasonably incurred legal and professional fees) incurred by Us or third parties (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) enforcement 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 41, 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, competent authorities. 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 try 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 Notice which can be viewed on Our website at <https://cubestorage.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 Cover Sheet 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. 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 Your social media accounts.
- 39. Notices to be given by Us or You for more significant changes to the services and these terms 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 must either be delivered by hand, pre-paid post or email. Notices 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 from Us to You will be sent to the addresses on the Cover Sheet or the most recent address in England and/or email address notified by You to Us and/or by direct message to Your social media accounts. In the event of not being able to contact You at the last notified postal or email address, notice will be considered as having been given to You if We serve that notice on the ACP as identified on the Cover Sheet at the last notified postal or email address of the ACP. Any notice from You must be sent to the Us by hand or by post to the address on the Cover Sheet or by email to hello@cubestorage.co.uk. In the event that there is more than one contact named on the Agreement, Notice to or by any single contact is agreed to be sufficient for the purposes of any notice requirement under this Agreement.
- CANCELLING OR ENDING THE AGREEMENT:
- 40. 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 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 cancel by email, post or telephone call to Us referring to Your name, address, date of order, and Unit number.
- 41. Unless otherwise agreed in writing by both parties, either We or You may end this Agreement at any time by giving the other party written notice in accordance with Clause 39. The date on which the Agreement will end (the Termination Date) must be at least the number of days indicated on the Cover Sheet. 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. 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.
- 42. 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.
- 43. 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.

- OTHER TERMS:

- 44. 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.

- 45. We may vary the Storage Fee or other terms of this Agreement and add new terms and conditions as long as such changes are notified to You in writing. 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 39. Otherwise, Your continued use of the Unit will be considered as Your acceptance of and agreement to the amended terms.

- 46. You acknowledge and agree that :(a) the terms of this document constitute the whole agreement with Us and, in entering 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 services described in them 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, 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 possession of the Unit or Goods whilst they are in the Facility; (j) We may transfer Our rights under this Agreement to another organisation and will let You know if We plans to do this; and (k) where there are two or more joint customers, each individual customer takes on the obligations under this Agreement separately and We may enforce our rights against any one of the joint customers.

- 47. 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 first try 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. The parties agree that, other than for emergency interlocutory relief, neither party shall commence legal proceedings against the other unless it has first offered to submit the dispute to mediation and mediation has not commenced withing a reasonable period of time after such offer was made.

- INSURED CONTRACTOR – If such insurance has been agreed to

- 48. We shall take out and maintain a contract of insurance in accordance with a Summary of Insurance document provided to You. This will provide cover for the Goods for the value stated as the full total replacement value of the Goods as new on the Cover Sheet. We do not carry out any valuation of the Goods and We are not responsible for ensuring that the full replacement value as new as stated by You in the Cover Sheet is an accurate or true valuation of the full replacement value as new of the Goods at any time. You are responsible for ensuring that insurance cover for the value of Goods insured is maintained at an adequate level throughout the period of this Agreement. If loss or damage occurs to the Goods as a result of any matter which may result in a claim under Our insurance policy, after receipt from You of a written request to notify a claim, We will notify Our insurer promptly of the claim. For the purposes of processing any such claim, You shall provide Us, Our insurer or any of its agents appointed to investigate such claim (such as a loss adjuster) with such information and evidence as may reasonably be required in relation to the claim. We shall pay or arrange for payment to You that part of any proceeds of any claim made by Us which relates to damage or loss to the Goods after deduction of any outstanding sums due to Us from You. In the event that We make a claim under Our insurance policy in respect of loss or damage to the Goods, You acknowledge that Our liability to make any payments to You in relation to such claim is restricted to payment to You of the amount that We recover from Our insurer under Our insurance policy in relation to the Goods. Whilst We will notify claims to Our insurer, We are not under any circumstances obliged to start or threaten to start any legal proceedings in relation to any such claim. Nothing in this Agreement shall make or be deemed to make Us Your agent. If You fail to pay any insurance charges then any insurance cover in