

A. Saint Benedicts & Fairstore Agreement

1. This agreement is between St Benedict's and the proposing Not for Profit (Charity) /Local Council:
2. The terms "we" or "us" refers to the storage charity organisation and the remover and delivery agent. This agreement may be varied by prior written agreement. Unless otherwise noted these terms represent the entire agreement.
3. The term "item" or " white good " is the abbreviation of the personal property item.

B. General

This Agreement will remain valid for 1 year from the date of the agreement is entered into

4. Any dispute or claim that either you or we bring will be decided on the basis of the laws of England and Wales.

5. This agreement shall not create a tenancy or lease or similar arrangement.
6. Either you or we may terminate this agreement via this procedure:
 - (a) By giving at least 28 (twenty-eight) days' written notice to the other.
 - (b) If we commit a breach of this agreement, which we do not put right within 28 (days of you notifying us, then you may terminate this agreement.
 - (c) If you breach this agreement and do not put that breach right within 28days of us notifying you, then we may terminate this agreement.

C. Personal Items Storage Donation Costs

7. For the duration of the agreement we will not alter the minimum donation we require for -1 year -from the date of the contract, based on the inventory.
8. Thereafter, the level of donation will be guaranteed at a level that means storage is subsidised as we offer three categories of subsidy a) 25%, b) 50%, or c) 75% discount compared to high street commercial self-storage rates, that we may be apply, to the whole or part of the storage period, but this would depend on you supplying evidence of your financial circumstances. In addition, we offer assistance on a discretionary application basis, in which we will work with your local council to seek a

100% discount on the basis of the Chapter 20: Protection of personal property under the homelessness code of guidance for local authorities.

9. All donations payable to the organisation under the agreement will become due immediately upon termination of the agreement.

10. You agree to pay us monies agreed as a donation in either advance or arrears of the removal or storage period, whatever is agreed. If you have difficulties, you must contact us.

D. Collection & Delivery

11. Collections or a delivery will be carried out during working hours. If it is specified that they are carried out outside working hours an additional charge of 20% of the total cost for removal or delivery will be made

12. Appointments for collection or delivery to the storage unit must be

(a) made in writing 5 working days before the day c) appointment time must be between 11.00 and 15.00.

13. An appointment can be cancelled but must be made in writing by SMS or email, the day before the appointment day and be sent/received between 10.00 and 16.00.

14. An appointment cancellation message received after 16.00 the day before the appointment day, will generate a cancellation fee of £25 which will be added to the account.

15. Either you or a representative of the sponsoring charity or council must be present at the collection or removal of the items.

16. Either you or the representative of the sponsoring charity or council, will make sure nothing will be either removed from the inventory list and if there is an amendment, this must be set out in writing before the collection is carried out.

17. We will not be responsible for any delay in removal or delivery circumstances that are beyond our control; i.e., road accident or slower than usual traffic journey times

18. All items MUST be boxed and labelled with individuals name and box number 1 of 2 and so on, so the total numbers of items stored are visible on each item.

19. All items boxed and grouped must be photographed and sent by email or other method such as what's app with client name before collection occurs

20. White goods, washing machines, cooker and fridge MUST be clearly labelled part of the numbering 1 of 2 and so on so the total number of items stored are visible on each item box or white good.

21. All white goods must be photographed and sent by a) email, b) uploaded or what's app with client name before collection is carried out

22. All white goods MUST be clean and free of any dirt, food, fat or any other deposits or they will not be collected.

23. All white food items cookers/washing machines/dishwashers/tumble dryers must be disconnected from mains or gas or water feeds; or they will not be collected

24. Items such as plates and cups and other breakables MUST be packed appropriately but no responsibility will be taken for these for any damage in transit

25. If items for storage are packed insufficiently causing the boxes to need replacing there will be a charge for this.

26. We generally do not collect wardrobes, bookcases, tables or other constructed furniture, as set out in E below, unless they are flat packed or dismantled, if they are collected, which will be on the discretion of the driver, no responsibility will be taken for these for any damage in transit or storage.

27. We aim to process this agreement (and items wished to be stored) in 3 working days –in an emergency we will aim for 1 working day

28. We do not guarantee that we will be able to accept your request for storage which is dependent on available space

29. If we cannot accept your booking request we will advise by email and give a date when space will most likely be available

30. If we do accept your booking request, we will at the same time make an “offer” advising of a) the cost of storing the items , b) whether there is payment in advance or c) a grant decision has been made for a period of time

31. Once we receive in writing from your acceptance of the offer, we will make arrangements with you for the collection or the delivery

E. Items that will NOT be collected / stored

32. No foodstuffs

33. No liquids of any sort

34. No wardrobes – Unless flat packed

35. No bookcases-Unless flat packed

36. No tables- Unless dismantled

37. No mattresses

38. No sofa – unless by special provision

39. No item that is In excess of 40 kilo

40. No bed- Unless dismantled and packed adequately.

41. No jewelry – Unless insured separately by the person storing

42. No medicines or drugs

43. No living matter

44. No plants or any associate products

45. No item of clothing that is not boxed

46. No cash or coinage

F. Duties of Storage Organisation

47. We are responsible for your items while they are stored with us. During pick up or delivery, we are responsible for your items while they are in our control/transit.

48. If your items are damaged you must make a claim to us as soon as possible, and not later than 3 working days after delivery. We are not liable unless the damage occurred as a result of negligence or breach of agreement.

49. Any claim made after 3 working days will be discretionary decided upon the reasons why the claim was late.

50. There is a limit of £50.00 per item unless other prior arrangements are made. An item is here defined as the entire contents of a box, package, carton or container (or any other object that is stored by us).

51. We have the right to sub-agreement part or all of the work, but if this is the case these terms and conditions will still apply.

G. Uncollected Goods

52. We will make contact with the person storing in writing by email or SMS for items to be collected at the end of the contract.

53. Uncollected or items taken to be abandoned will under the Torts (Interference with Items) Act 1977 be disposed of by donating to other charities/ not for profits.

54. Where the agreed a) daily, b) weekly or c) monthly donation or letter/email of grant towards the costs of storage is not issued for 2 (two) calendar months, the items will be taken as uncollected/abandoned; unless a prior written agreement exist between the parties

H. Exclusions of Liability

55. We are not liable for loss or damage to your items as the result of fire, explosion, flood, however these were caused, an act of God or other event outside our control is also not covered.

56. No employee or agent of ours can be held separately liable for any loss or damage, mis-delivery, errors or omissions under this agreement.