

License Agreement for Mini Storage Tralee

Licensee Contact Details

Householder

Name	
Address	
Phone No	
Mobile No	
Email/fax	

Business Client

Name	
Company Name	
Address	
Phone No	
Mobile No	
Email/fax	

Service Requirements

		Cost (Ex. VAT)	Cost (Incl. VAT)	Comments Expected Usage Period?
Commencement Date				
Date of leaving				
Storage Unit No.	Sq. ft.			
Unit Size				
Location				
Optional Services				
Mailbox				
Fax (see note 14)				
Other (describe)				
Total Cost(per month)				
Service Deposit				

Authorised Users: (see note 3)

1. _____ 2. _____ 3. _____

Payment Method: (see note 9)

Note accounts payable **monthly in advance.**

Security Deposit of one month's payment also **payable in advance** of movement into unit.

Payment Method	Tick Applicable
By Cheque	
By Cash	

We/I accept the above terms and conditions, which we/I have read and fully understood. We/I understand that the Licensor has no responsibility for loss of goods, consequent loss or injury to any party as result of this agreement. We/I agree to furnish ONE Months deposit as security, and to discharge all payments due upon receipt of invoice.

Mini Storage Tralee

Signature of Licensee

Position: _____

Position: _____

Date: _____

Date: _____

License Agreement for Storage:

The Licensor accepts your offer to provide the above facilities for the purposes as outlined and as per the following terms and conditions:

1. Fitness for Use

The Licensee has inspected the area(s) and equipment allocated to it and confirms that these are of good repair and suitable for its requirements. The Licensee further agrees to keep and maintain the Licensed Area in good and substantial repair.

2. Access Times

The Licensee will have access to the facilities between the hours of:

8.30 am to 5.30 pm Monday to Friday

Access outside these hours are not available. The facility is closed during public and Bank Holidays. The Licensor may change access hours during the life of this agreement provided notice is posted SEVEN days beforehand in the reception area.

3. Authorised Users

The personnel listed on page 1 are the only persons who will be permitted to access the unit. The Licensee may withdraw access to any of the persons named at anytime provided the Licensor receives written confirmation. The Licensor or persons acting on the licensor's behalf may seek proof of identity from the Licensee or other persons as listed.

4. Security

The Licensee is responsible for the closure of its unit. Subsequent loss as a result of failure to do this will NOT be recoverable from the Licensor.

5. Health and Safety

When goods and equipment are presented for storage the items must be stored in a condition as not to cause damage or injury to the facility, other license holders or the staff employed within. These conditions include items that lead to infestation, leakage, or escape of fumes or substances. In addition the property must not be perishable nor include any animal or living creature. Before presenting goods or items for storage the Licensee must inform the Licensor in writing of any special storage requirements due to the nature, weight, or condition of the property.

6. Right of Entry to Unit

The Licensor reserves the right to enter the Licensees allocated space at any time in the case of an emergency. Access otherwise will be requested in writing from the Licensee within seven days of requiring to do so. The licensee waives this right if the Licensee is in breach of Item No. 8.

7. Items Not to be Stored in Facility

The Licensee may NOT use the facilities if it intends to carryout activities of any type which involve the following:

- 1.1 Food
- 1.2 Live Animals
- 1.3 Chemicals or other flammable materials or liquids
- 1.4 Explosives, Weapons
- 1.5 Chemical, radio-active material or materials containing asbestos
- 1.6 Waste as defined by the Waste Acts 1998
- 1.7 Items that will emit fumes, smells or odours
- 1.8 Illegal substances or income derived from same
- 1.9 Counterfeiting or breach of European Copyright and piracy laws
- 1.10 Other illegal activities

Subsequent disclosure of any of the above activities will result in declaring the agreement null and void.

8. The Licensee must not alter any allocated space or equipment issued to it, or act as hindrance to other License holders. In event of damage or malfunction the Licensee must report this to the General Manager immediately. The Licensee will be required to comply with the current Health and Safety Acts.

9. Payment Method

Upon accepting the terms and conditions of this agreement the Licensee will furnish a payment of one months fee as a security to be returned when the space and or equipment allocated are returned and the account is settled in full provided no damage had occurred to all items issued to the Licensee.

The Licensee will also be required to carryout any of payment methods listed above. Payment terms are **MONTHLY in advance**. Tralee Mini Storage Ltd will issue invoice on 25th of each month and payment must be received **prior to 1st day of following month**.

In event of the Licensee's payment being returned due to insufficient funds, the Licensor reserves the right to serve a letter of 7 days notice of Termination of Contract. The Licensor reserves the right to charge a Late Payment Charge of 10% on outstanding accounts and to restrict/stop all access to all facilities and equipment. In event of cheques presented not been honoured and returned the Licensor will further charge a fee of €10.00 for each cheque re-presented to its bank.

10. Non-Payment Procedure

In event of non-payment of account the following procedure will apply:

- 1.11 Within 7 days the Licensee will receive to the address above a letter advising of non-payment.
- 1.12 Within 14 days a further letter advising of non-payment and withdrawal of access on 21 days if non-payment of outstanding amounts persists.
- 1.13 Within 21 days access to Facilities and equipment will be withdrawn. The Licensor will not be liable for any subsequent loss as a result of this action.
- 1.14 A letter will issue 28 days after non-payment to the Business Address as set out above by Registered Mail. A signed receipt will advise of disposal of goods within 7 days. All monies received will be set off against the outstanding amount. Charges involved in the disposal of goods, including Sales Commissions and legal will be added to the amount outstanding and recovered from the sale proceeds.
- 1.15 35 days from the date of non-payment of account, goods will be disposed of to recover monies owed. In event of monies still outstanding after sale, legal proceedings using current legislation will be initiated.

11. Definition of Agreement

This license agreement is for the allocation of space, equipment and services to the licensee. As the Licensee's needs change, the Licensor shall endeavour to reduce/increase the allocation of space, equipment and services that are available to the licensee. This may involve a move within the facility to allow the Licensor to best service the Licensee's needs. The Licensor reserves the right to move the Licensee at any stage, in order that the Licensor will be able to give all licensee holders the best use of the facilities. In the event of this happening the licensor will maintain all services to the Licensee.

12. Change of License Fees

The Licensor may alter the License fees and fees charged for the provision and use of other services at any time by giving the Licensee 12 days written notice. These changes will be implemented at the next invoice date.

13. Insurance

The Licensee's property is its own responsibility. The Licensee will be solely responsible for taking out appropriate insurance at the full replacement value. In addition the Licensee will ensure that the policy of insurance will contain a waiver of the insurers rights of subrogation against the licensor and the Licensor's employees and agents. By signing this agreement the Licensee acknowledges that it has adequate insurance in place.

14. Fax Usage

All fax usage is monitored. Current charges for receiving/sending are displayed in the Licensor's offices. An itemized bill will be issued to the Licensee on a monthly basis. The Licensee's account has a credit limit of €250, which once reached will be required to be settled. Failure to do so will result in withdrawal of the service.

15. Assignment of Rights

This License is not transferable or assignable and the Licensee shall not purport to transfer or in any way deal with the Licensed Area or purport to assign the privileges granted by this License or any interest therein.

16. Valuation of Terms and Conditions

No variations of these terms and conditions are allowed.

17. Review

This agreement is subject to review after a period of 12 months. During this period of time the Licensor reserves the right to review the agreement. As part of the review process, the Licensor may terminate the agreement.

18. Termination

Notice of termination must be given to the General Manager 7 days prior to termination in writing. Termination by the Licensor will be given 7 days prior to termination date. Termination will be deemed to be served if the notice has been sent in the post addressed to the business address as stated on this contract.

19. Loss or Damage

The Licensor shall not be liable for any loss or damage, which the Licensee may suffer as a direct or indirect result of the Licensor's performance of this agreement. This shall include circumstances where the Licensor has been prevented, hindered or delayed by reasons of any Act of God, riots, strike or lock-out, trade dispute, accident, breakdown of equipment, fire, flood, break in or other circumstances whatsoever outside the Licensor's control and which affect the provision by the Licensor of access to our use of the facility.

20. Agreement Type

Nothing in this License shall be construed as giving the Licensee any tenancy in or any right of easement over or in respect of any property of the Licensor or in the Licensed Area.