

boxxe Storage Terms & Conditions

IMPORTANT: Please read these Terms and Conditions carefully and understand your rights and obligations before accepting storage from boxxe.

These Storage Conditions set out the basis on which boxxe stores property on behalf of you, as the customer. boxxe may offer storage services as an additional service where appropriate to certain customers but is under no obligation to do so. boxxe reserves the right to amend these terms and conditions from time to time.

You will find a definitions section at the end of these Storage Conditions explaining the meaning of the words in bold.

1. Storage Period

boxxe will agree in writing with you the storage period during which boxxe will provide storage services to you for your property, alongside the applicable storage fee.

2. Location and access

2.1. Unless otherwise agreed in writing, boxxe will decide in its sole discretion where any property is to be stored.

2.2. Access to property while in storage at a storage facility will only be provided to you on an exceptional basis (to be determined in boxxe's sole discretion). If you need access to your property, please contact us to discuss with at least five (5) business days' notice.

3. Storage Fees

3.1. boxxe will be entitled to charge additional storage fees upon expiry of the applicable storage period. boxxe will notify you to the address set out on your invoice that additional storage fees will be charged. All

storage fees are exclusive of applicable VAT and sales taxes, which will be added to your invoice at the appropriate rate.

3.2. boxxe may, 14 days after the date of the expiration of the storage period and in addition to any other rights or remedies it has by law:

- 3.2.1. exercise all rights and remedies of a person holding security over your property, whether by way of pledge, security interest or otherwise as permitted by law. You will be deemed to have granted such security to boxxe and boxxe may retain such property as collateral security for your obligations to boxxe;
- 3.2.2. sell your property in any way boxxe feels, in its sole discretion, to be reasonably appropriate and pay you the balance of the price realised after deduction of all amounts due to boxxe;
- 3.2.3. transfer the property to a third party storage facility and you will be subject to the third party storage facility's standard terms and directly responsible to pay the third party storage facility's fees and costs; and
- 3.2.4. take any other action boxxe deems necessary or appropriate.

4. Collection

You may not collect or arrange delivery of any property until you have made full and clear payment for the property and all storage fees and other amounts due to boxxe from you.

5. Physical Loss and Damage Liability

5.1. Unless otherwise agreed in writing, boxxe accepts responsibility for any physical loss or damage to the property during the storage period, subject to paragraph 5.2 below.

5.2. boxxe's liability under paragraph 5.1 above will be limited as follows:

- 5.2.1. in the case of all property, in the absence of an agreed (in writing) loss, damage and liability value, boxxe will not pay

more than its reasonable estimate of the equivalent replacement value of the property as determined in boxxe's sole discretion; and

5.2.2. boxxe will not be liable for any physical loss or damage to any lot of property caused by climatic or atmospheric conditions beyond boxxe's control as long as boxxe takes reasonable care and skill in handling the property to reduce the risk of physical loss or damage.

5.3. You agree that you will be liable for any physical loss or damage to the property once boxxe's responsibility has ended.

5.4. Even if, despite the terms of paragraph 5.3 above, we are found to be liable for any physical loss of, or damage, to any property, we will not have to pay more in total than £10,000 or boxxe's reasonable estimate of the value of the property, whichever is lower.

6. Removal of property

boxxe reserves the right to remove from its storage and/or destroy any property at any time (without any liability to you) that boxxe deems, in its sole discretion that the property may cause injury, damage or nuisance, or the possession of which is or is suspected to be illegal.

7. Indemnity

You shall indemnify and hold boxxe harmless in respect of any and all third party actions, causes of actions, claims, demands, costs, liabilities, expenses and damages (including legal fees) arising out of or in connection with boxxe storage of any property. Where property is owned by you jointly with other persons, the liability of you and such other persons shall be joint and several.

8. General

- 7.1. These Storage Conditions shall not create a landlord/tenant relationship between us.
- 7.2. Other than where expressly provided in these Storage Conditions to the contrary, nothing in these Storage Conditions is intended to confer any benefit on any third party (whether referred to herein by class description or otherwise) or any right to enforce a term contained in these Storage Conditions.
- 7.3. If any part of these Storage Conditions is determined by any court or other competent authority to be illegal, invalid and/or unenforceable, that part may be discounted and the rest of the Storage Conditions shall continue to be valid and enforceable to the fullest extent permitted by law.
- 7.4. No delay or omission by boxxe in exercising any rights in respect of a breach by you shall prejudice boxxe's rights as to that or any future breach. A waiver by boxxe of any breach of any provision of these Storage Conditions by you shall not: (i) prejudice boxxe's rights regarding that breach or (ii) be deemed to be a waiver of a subsequent breach by you of that or any other provision of these Storage Conditions.

8. Law and Jurisdiction

These Storage Conditions and any rights arising outside of but related to these terms shall be governed and construed in accordance with the laws of England. Any dispute will be referred to and dealt with exclusively in the courts of England and Wales. However, boxxe will have the right to bring proceedings against you in any other court.

Definitions:

boxxe: means boxxe Limited of Artemis House Eboracum Way, Heworth Green, York, England, YO31 7RE.

property: means any items which you are in full ownership of which boxxe agrees in writing can be stored with boxxe.

storage facility: means any facility which boxxe deems to be suitable for storing any items, considering its nature, size, value and availability of suitable storage facilities.

storage fee: means boxxe's fees and costs for storing property.

storage period: means the applicable period specified in paragraph 1.

Last reviewed: 24 March 2025