

Storm Storage Rental Agreement Full Terms

1 DEFINITIONS AND INTERPRETATION

“We, Us, Our”	means the storage service provider namely Storm Pitt-Jeffery trading as Storm Storage;
“You, Your”	the ‘Customer’;
“Site, Facility”	the premises on which the nominated ‘Storage Space’ is situated;
“Agreement”, “Summary Agreement”	means the contract entered into for the provision of storage of goods and any related services to the Customer; The contract (taken together with the ancillary documents) includes the advice given on the Customer’s storage requirements and recommended unit;
“Storage Space”	means the container, port-a-cabin or metal shed specified in the Agreement;
“The Goods”	means anything you store in the unit at any time during the term of this Agreement;
“Access hours”	means the hours we permit You access to the unit;
“Agreement Fees”	the Monthly Rate specified in Your Summary Agreement
“Deposit”	the Deposit specified in Your Summary Agreement; The Deposit is a security for the performance of the Agreement Conditions and is separate from the Agreement Fee. The Deposit is due and payable on or before the Start Date.
“Start Date”	the Date specified in Your Summary Agreement on which the Agreement commences;
“Minimum Term”	the minimum duration of this Agreement
“Prohibited Goods”	means the list of Prohibited Goods specified in Your Summary Agreement

2 AGREEMENT AND ACCESS BY YOU OR YOUR AGENTS

2.1 Subject to the terms and conditions set out below, We give You the right to use the unit for the purpose of the storage of Goods and related services including the depositing, removing, substituting or inspecting the Goods and the unit.

2.2 Where You are two or more persons your obligations under this Agreement shall be obligations of each of you both separately and collectively.

2.3 You may use or otherwise enter the unit during our business hours (7am till 9.30pm) or at other times only by prior arrangement with Us.

2.4 This Agreement shall commence on the Start Date and shall continue until terminated in accordance with Clause 24.

2.5 This Agreement is personal to You. The rights given to You under this Agreement may only be exercised by You. You may allow other people, for example Your employees, agents

or contractors to exercise Your rights subject to Our discretion to refuse them permission to do so.

2.6 Where this Agreement allows or requires You to do anything or prevents You from doing anything, this includes any person acting on Your behalf. You agree that You are responsible for ensuring that any person acting on Your behalf under this Agreement does so only in accordance with its terms. You are responsible and liable to Us and to other users of the Site.

2.7 You may withdraw any such authorisation at any time for your employees, agents or contractors but the withdrawal will not be effective until We receive it in writing.

2.8 We may ask for proof of identity from You or any other person at any time (although we are not obliged by this Agreement or otherwise to do so) and we may refuse access to any person (including You) who is unable to provide satisfactory proof of identity. We may refuse You or your agents access at any time if we consider at our sole discretion that the safety of any person on the Site, or the security of the Facility, the Site, the Goods, or other users of the Facility or their Goods will be put at risk.

2.9 This Agreement does not grant You a tenancy or exclusive possession of the unit or any other area of the facility or create any interest in land.

3 YOUR OBLIGATIONS

3.1 You will:

3.1.1 pay Us the Deposit in accordance with the terms of Clause 4 and on or before the due date for payment detailed in that Clause;

3.1.2 throughout the term of this Agreement (and, where this applies, following termination) pay Us the Agreement Fee and any other charges We may make under Our Schedule of Charges and interest in accordance with the terms of Clauses 4.1 and 5.1 and on or before the due dates for payment detailed in those Clauses. This Agreement will not become binding on You or Us until the Deposit and the first payment of the Agreement Fees are received by Us. If no monies are received within 14 days from the Start Date on the Summary Agreement then all and any of The Goods left on Site by You will be disposed of in whatever way We think fit. It is important that You make payment to Us on time of any sum You owe Us under this Agreement. You must make Your payments whether We send You an invoice or not.

3.1.3 use the Storage Space for the purpose of storage of Goods only;

3.1.4 not to store anything included in Our List of Prohibited Goods. Our current List of Prohibited Goods is included in the Summary Agreement.

3.1.5 not do or allow anything to be done which may be or become a nuisance or annoyance to Us or any other person, including Our landlord, another customer or the occupier of any property adjoining the Site;

3.1.6 take reasonable care of the Storage Space, make good and pay for all damage (including accidental damage) caused by You to any person or property, including to the Storage Space, any other Storage Space; the Site or any of Our buildings and notify Us immediately in the event of any such damage;

3.1.7 not do or allow anything to be done by reason of which any insurance in force relating to the Storage Space, the Site, any of Our buildings or any other Storage Space may be made invalid or capable of being suspended, cancelled or revoked, or would result in the rate of premium of that insurance being increased;

- 3.1.8 not assign or otherwise transfer this Agreement or grant sub-Agreements in respect of the unit or allow any other person into possession or occupation of the unit;
- 3.1.9 not display any signs or notices, paint or do any mechanical work, or attach anything to the internal or external surfaces of the unit without Our prior consent in writing;
- 3.1.10 not do any act or thing which would be in or which might amount to a breach of any statutory requirement affecting the unit;
- 3.1.11 fully protect Us and keep Us fully protected against all losses, claims, demands, actions, proceedings, damages, costs, expenses or other liability arising in any way from this Agreement, including any breach by You or anyone acting on Your behalf of any of its terms and You will pay to Us on demand any and all sums which, resulting from any such liability or breach, We may pay, be liable to pay or otherwise incur;
- 3.1.12 at all times act in a responsible manner, take reasonable care and observe all reasonable rules and regulations regarding Your conduct (including fire regulations and health and safety) as We may from time to time post at or in the vicinity of the Storage Space, the Site or which We may otherwise notify to You in advance, or to which You may be directed while on Site by any person of authority;
- 3.1.13 permit Us, to enter the Storage Space and will not hinder or prevent Us from exercising Our rights of possession and control of the Storage Space, any of Our other Storage Spaces on the Site.

4 PAYMENT

4.1 The Deposit is a security for the performance of the Agreement Conditions and is separate from the Agreement Fee. The Deposit is due and payable on or before the Start Date. You are not entitled to offset any part of the Deposit against any fees charges or interest (including late payment charges) due and payable by You at any time. Provided that the Storage Space is properly vacated, the Deposit is refundable (without interest) following termination of this Agreement, less any amount We deduct to cover any Agreement Fee or part of it, any of Our charges or any interest which has not been paid, any clean up or removal or other charges or interest which You may incur, or any other obligation which You owe to Us that You have not or not adequately performed.

4.2 The Agreement Fee must be paid in advance for each monthly period of the term of this Agreement (referred to in this Agreement as an "Agreement Period"). You must pay the first instalment to Us on or before the Start Date. You must pay each subsequent Agreement Fee to Us on or before the start of the next following Agreement Period. If requested our first invoice will be presented to You when You enter into this Agreement and shall set out the Deposit and the amount due and payable for the first Agreement Period. All other invoices will be sent to You before the start of the next following quarterly Agreement Period.

4.3 We will accept payment by BACS, cheque (please note that for all cheques there is a 7 day period for clearance), cash and can arrange payment by standing order. We will charge You an administration fee as set out in Our Schedule of Charges together with any fee charged by the bank to Us if any cheque received from You or on Your behalf is dishonoured or returned or if Your standing order or direct debit is returned unpaid.

5 OTHER CHARGES

5.1 All of Our charges (other than the Deposit and the Agreement Fee which are as stated above) are as set out in Our Schedule of Charges. A copy of Our Schedule of Charges current at the date of this Agreement will be provided to You at the time of signing. Further copies are available on request.

5.2 We are entitled to increase the Agreement Fee and any of Our charges or rate of interest (including those set out in Our Schedule of Charges) on not less than 28 days' notice in writing to You. For Your information, Our Schedule of Charges is updated periodically. Your right to terminate this Agreement under Clause 24 enables You to cancel this Agreement without penalty if You object to this.

6 NON-PAYMENT: OUR RIGHTS

Charging Interest

6.1 If any sum payable is overdue for more than 28 days, We will be entitled to charge You interest on the overdue amount in accordance with Our Schedule of Charges.

Letter Charges

6.2 If We write a letter to You about non-payment of any sum payable or Your breach of any of the terms of this Agreement, We will be entitled to charge You for doing so in accordance with Our Schedule of Charges.

Allocation of Your payments

6.3 Overdue payments that You make to Us will first be allocated against any late charges arising and then the balance allocated against the oldest outstanding invoices.

Denying Access

6.4 If any Agreement Fee or part of it becomes overdue by more than 28 days, We may deny You access to Your Goods until payment in full of all amounts You owe Us has been made without deduction.

6.4.1 For this purpose, We may and You allow Us to place Our own lock on the Storage Space as well as or instead of any lock currently on the Storage Space.

Impounding the Goods

6.5 In default of payment of any Agreement Fee or part of it, We shall be entitled to keep and to hold all Goods stored at the Storage Space (whether for You or for or behalf of any other person) until payment in full of all amounts You owe Us (including any charges and interest) has been made without deduction.

6.5.1 For this purpose We may and You allow Us without further notice to enter the Storage Space and to take possession of the Goods stored in it.

6.5.2 If the Storage Space is entered into by Us following the exercise by Us of Our rights under this Clause, We will take an inventory of all Goods stored. The inventory shall be conclusive evidence of the contents of the Storage Space. We will send You a copy of the inventory.

6.5.3 We shall be entitled to charge You for any costs or damage incurred in entering the unit in accordance with Our Schedule of Charges.

6.5.4 If We exercise any of Our rights under this Clause to deny access to the unit or to impound the Goods:

6.5.4.1 We will not gain any interest in or become responsible for the Goods and the Goods may be removed and will be held by Us at Your risk until the default is remedied.

6.5.4.2 We shall not be liable to You for any damage to any lock which We remove or the cost of its replacement or for any loss or damage to the Goods or any losses which You may incur because Your access to the Storage Space is denied or the Goods are impounded.

6.5.4.3 Access will not be permitted nor will the Goods be released to You until We are in receipt of cleared funds for all amounts You owe Us (including any charges and interest) without deduction.

6.5.4.4 We will notify You in writing by registered or recorded delivery post that We have denied You access or impounded the Goods.

Selling the Goods

6.5.5 If any amount which You owe to Us has not been paid in full (including any charges and interest) and without deduction within 28 days of it becoming due, We shall be entitled to sell or otherwise dispose of the Goods and apply the proceeds against all sums that are unpaid and all expenses that are incurred by Us resulting from any sale or disposal.

6.5.6 We will give You notice in writing by registered or recorded delivery post setting out the details of the Goods, the location where the Goods are being held, details of the total amount You owe Us, the date by which You must pay Us in full (including any charges and interest) without deduction and information about how to contact Us. We will give You a period of 7 days from the date We give You notice to make payment in full (including any charges and interest) without deduction. If You do not make this payment within this period We will then be able to sell or dispose of the Goods as set out in this Clause.

6.5.7 If there is a sale or disposal, We will try to obtain the market value for the Goods. We will then be entitled to deduct from the amount We receive all sums due to Us (including any reasonable costs and expenses incurred by Us, for example postage, legal and professional fees and the costs of sale).

6.5.8 The balance (if any), after deduction of all sums due to Us (as explained in Clause 6.5.7 above), will be payable to You by cheque which will be sent to You at the address set out in this Agreement or any other address that You have notified to Us in writing in advance. If there are insufficient proceeds from the sale or disposal to satisfy all sums due and owing to Us then You must pay Us the balance within 7 days of Us notifying You in writing of the amount due.

6.5.9 If the Goods cannot for any reason be sold economically, or they remain unsold despite Our efforts, You authorise Us to treat them as abandoned by You and at Your sole cost and expense to destroy or otherwise dispose of them in whatever way We think fit.

6.6 Our rights under this Clause are in addition to any rights We may have under the general law.

7 NO WARRANTY

It is Your responsibility to inspect the Storage Space in advance and during Your storage in order to be certain that it is and remains suitable for Your requirements. We are not offering You any guarantee either about the suitability of the Storage Space or any other matter, either at the start of this Agreement or subsequently.

8 GOODS STORED

We may refuse You the right to store any Goods at or require You to remove any Goods from the Storage Space or the Site at any time, including if in Our reasonable opinion those Goods may constitute a health or safety risk or endanger the security of any person or are Goods of the type which We consider to be on the list of Prohibited Goods.

9 UNATTENDED GOODS RECEIVED

We will not accept "unattended goods" for storage. Any goods which are delivered to or left at or outside any site out of opening hours are Your entire responsibility. Any goods which are deposited or left by You anywhere other than in the Storage Space are Your entire responsibility.

10 MOVING THE GOODS

10.1 You agree that We may at any time move the Goods from the current Storage Space to another equivalent Storage Space specified by Us. Where we do this it shall be at Our own cost.

10.2 If You fail to move all the Goods when required by Us to do so and We move them, We will not gain any interest in or become responsible for the Goods and they will be removed and held by Us at Your risk. We will not be liable to You for any damage to any lock which We remove or the cost of its replacement or for any loss or damage to the Goods or any losses which You may incur as a result.

10.3 If the Goods are moved to an alternative Storage Space, this Agreement may be varied by the substitution of the alternative Storage Space number but shall otherwise continue in full force and effect and Our Fees at the current published rate will continue to apply to your use of the alternative unit.

10.4 We will notify You in writing (except where We are acting in an emergency) if We exercise any of Our rights under this Clause.

11 GENERAL RULES

11.1 You may bring pets on to the Site but must not allow them into any of Our buildings. You may not play any music nor use any radio or amplifier anywhere on Site. You must keep the hallways and common parts of the building clear of obstruction. You must not use the Storage Space as an office or workshop.

12 You must adhere to the landlords site rules and this agreement falls within the remits and terms and conditions of any rental agreement with The RFT Partnership.

13 WASTE DISPOSAL

We do not provide a waste disposal facility, it is Your responsibility to remove this from the Site at Your own cost and expense (refer to Our Schedule of Charges).

14 PALLETS

You must remove from Site or You must properly and neatly put away all empty pallets in Your Storage Site. If You do not do so, We reserve the right to charge You in accordance with Our Schedule of Charges.

15 ADDRESS

You must not live in nor conduct any trade, business or profession in or from the Storage Site nor permit any other person to do so. You are not permitted to use the Storage Site as a residential, business or other postal address, save exceptionally by prior arrangement for the purposes of delivery of items intended for storage in the Storage Site only.

16 DELIVERIES AND COLLECTIONS

16.1 We accept no responsibility for any postal deliveries.

16.2 If you require us to accept deliveries or hold goods for collection on your behalf you will indemnify US for any loss or shortages therefrom.

17 VALUE OF GOODS STORED

The total value of Goods to be stored in the Storage Space will be assume by us as of nil value.

18 INSURANCE

18.1 You guarantee to Us that You will at all times during the term of this Agreement have insurance cover in place for at least the full replacement value of all Goods stored in the Storage Space.

18.2 You guarantee to Us that before bringing any Goods on Site You will insure them against all 'normal perils' under a valid contract of insurance with a reputable insurance

company for their full replacement value and will not cause or allow that insurance cover to lapse whilst the Goods or any of them remain on Site.

18.3 In Clause 18.2, the phrase 'normal perils' means actual physical loss of or damage to Your Goods caused by fire, lightning, explosion, earthquake, storm, flood, ingress of water or any liquid substance, theft accompanied by forcible and violent entry or exit, riot, strike, civil commotion, malicious damage, impact by vehicles or rolling stock, moth insect and vermin, aircraft or articles dropped therefrom.

19 LIMITATION OF LIABILITY

19.1 We are not liable to You except as set out in writing in this Agreement.

19.2 Our total cumulative liability to You and to any other person under this Agreement shall be limited to £50 (fifty) pounds (or any other higher reasonable figure as may be agreed by Us in writing which is no greater than the excess payable under Your policy of insurance relating to the Goods stored in the unit) in respect of all destruction, loss of or damage to Goods due to 'normal perils' (as defined in Clause 18.2).

19.3 We are not responsible for the acts or omissions of any person acting on Your behalf or acting outside Our authority or control, nor are We responsible to the extent that any loss or damage (a) would be covered by insurance cover which You or any injured party may have; (b) arises from Your own negligent acts or omissions; (c) arises from a breach by You of the terms of this Agreement; (d) arises from a breach of any instructions issued by Us from time to time; or (e) results from ordinary wear and tear, natural deterioration, atmospheric or climatic conditions.

19.4 You must take care of Your personal belongings when on Site. We are not responsible should You lose or misplace any personal belongings during any Site visit. You must not leave, deposit or store any cash in the Storage Space. We are not in any way responsible for any cash which is left, deposited or stored in the Storage Space.

19.5 We are not liable to You or to any other person for any direct or indirect losses arising out of or associated with any damage to the Goods, including any loss of data, earnings, profits, revenue, turnover, sales, production, anticipated savings, goodwill, business opportunities or contracts, or any other forms of economic loss whatsoever.

19.6 You warrant that throughout this Agreement, the Goods in the Storage Space from time to time are your own property or that the person who owns or has an interest in them has given You irrevocable authority to store the Goods in the Storage Space on the terms and conditions in this Agreement and that You act as a duly authorised agent of any such person. You indemnify us against any loss or damage suffered by us for breach of this warranty including against any loss, damage or expenses incurred by us (including any reasonably incurred legal fees) arising from any step or action taken by any person who owns or has an interest in the Goods.

19.7 Nothing in this Clause or elsewhere in this Agreement limits or excludes Us from any liability for personal injury or death caused by Our negligent act or omission or that of any of Our agents or contractors.

20 CIRCUMSTANCES BEYOND OUR CONTROL

We are not liable to You nor to any other person if We are unable to perform any of Our obligations to You or Our performance is hindered or delayed due to any circumstances beyond Our reasonable control, including any industrial action, labour dispute, acts of God, riots, war, civil commotion, malicious damage, compliance with any law or governmental or

court order, ruling, regulation, instruction, direction or statutory obligation, failure of plant or machinery, fire, flood, storm or other adverse weather conditions, cut or failure of power, equipment, systems or software, siege, act of terrorism, police or security alert or any resulting precautionary measures taken.

21 REGULATING THE SITE

21.1 You agree that We are entitled to open and enter the Storage Space:-

21.1.1 If We reasonably suspect that any criminal or terrorist activity is being conducted from or is associated with the Storage Space

21.1.2 If requested to do so by any lawful authority or under a court order;

21.1.3 If We reasonably suspect that anything on the List of Prohibited Goods is being stored in the Storage Space;

21.1.4 In order to prevent injury to a person and/or damage to property (for example, other Storage Spaces or other goods being stored by other people) and/or in order to determine whether it is necessary to do so.

21.1.5 For any other reason, We will give You 24 hours notice either by phone call or text message.

21.2 For this purpose We may and You allow Us without further notice to enter the Storage Space.

21.3 We will not gain any interest in or become responsible for the Goods and We will not be liable to You for any damage to any additional lock provided by You which We remove or the cost of its replacement or for any loss or damage to the Goods or any losses which You may incur as a result.

21.4 You agree that in these circumstances, We may allow any of the Goods stored in the Storage Space to be removed, seized or confiscated or that We may deliver up any of the Goods if We are asked to do so.

22 LOCKING OR OTHERWISE SECURING THE STORAGE SPACE

It is Your responsibility to lock or otherwise secure the Storage Space and to ensure that it is re-locked or otherwise secured after each visit You make and We will not be responsible for locking or securing any unlocked or unsecured Storage Space. You are also responsible for the safety of the Goods in the Storage Space when it is unlocked or unsecured during any visit You make to it. We will not be responsible for any loss or damage to the Goods or to any losses which You may incur as a result of the Storage Space being or remaining unlocked or unsecure.

23 KEYS

23.1 You are responsible at all times for the safe custody of all keys to all locks on the Storage Space. You must not leave any keys unattended in any lock or anywhere at any time.

23.2 You should not leave your key with or permit access to your Storage Space to any person other than your own agent who is responsible to You and subject to your control and if You do so, You do so at your own risk. We do not accept any liability for any loss or damage incurred to your goods where access has been gained through the use of your key. If You are a business or if You are sharing a Storage Space with one or more others, a key to the lock You have placed on the Storage Space may be left with Us by prior arrangement. For this purpose You agree that We will be acting on Your behalf. You agree that We have no liability to You in the event that a key is deposited with Us, except for a general duty of care to avoid the loss or misuse of the key.

23.3 These arrangements are for Your convenience and will not result in Our acquiring any interest in or becoming responsible for the Goods stored in the Storage Space.

24 TERMINATION

24.1 This Agreement may be terminated:

24.1.1 by Us immediately on notice to You following any breach by You of any of the terms of this Agreement; or

24.1.2 by You or Us on not less than 7 days' notice to the other.

24.2 Termination of this Agreement for whatever reason shall be in addition to any rights We may have in respect of any breach by You of any of the terms of this Agreement and will not affect any of Your or Our rights or liabilities which have already arisen up to the date of termination.

24.3 No term or condition nor any obligation set out in this Agreement which either expressly or by implication is to continue beyond its termination shall come to an end upon the termination of this Agreement but shall continue in full force and effect until it has been fulfilled or has expired.

25 VACATING

25.1 On termination of this Agreement, whether terminated by You or by Us, You must vacate the Storage Space, remove all the Goods from the Storage Space and the Site and remove any lock where appropriate that You have placed on the Storage Space.

25.2 On Your vacation of the Storage Space, it is Your responsibility to empty and clean the it. If You do not do so, then You will be charged in accordance with Our Schedule of Charges.

25.3 On vacation of the Storage Space, You must pay in full all outstanding Agreement Fees other charges and interest due to Us. The Deposit and any over-payment by You of the Agreement Fee will be refunded to You less any amounts which You owe to Us. If a refund is due, this will normally be made within 14 days of calculation by Us of the amount payable.

25.4 In no circumstances are You permitted to apply any of the Deposit as payment in whole or in part of any sums which You owe to Us, including the Agreement Fee payable for the final Agreement Period or any part of it (Refer also to Clause 4.1). Vacation of the Storage Space by You before the end of any Agreement Period does not entitle You to a refund of any Agreement Fee or any part of it which You have paid to Us for that period.

25.5 If You do not vacate the Storage Space, remove all the Goods from the Storage Space and the Site and remove any lock You have placed on the Storage Space, You will have to keep paying Us all sums that would be due under this Agreement as if it had not come to an end. We shall be entitled to treat any Goods You have left in the Storage Space as abandoned by You, We may then immediately exercise any of Our rights set out in Clause 6 above, in particular to sell or otherwise dispose of the Goods. In such circumstances We shall send You a notice confirming that we are treating your goods as abandoned by You and that the goods will be disposed of after 14 days after the issue of such notice. We reserve the right to recover any costs associated with their disposal from You set out in that Clause.

26 DATA PROTECTION

Personal data (for example, the name of an individual, his or her personal address or email address) which You may provide to Us at any time is used solely for the purposes of administration and the proper performance of Our obligations to You under this Agreement. You authorise Us to use Your personal data for these purposes. We do not share any of Your personal data with any other person, firm or company. We will at all times treat all personal data which You provide to Us in accordance with the Data Protection Act 1998.

27 AMENDMENT

We may be required to amend the terms of this Agreement to comply with changes in the law or regulatory and other requirements. We may be required to make these changes immediately or on short notice. If We do so We will try to notify You as soon as possible. The terms of this Agreement may not otherwise be varied or amended except in writing by Us on not less than 28 days' notice to You. Except in circumstances where We have had to make any changes immediately or on short notice, Your right to terminate this Agreement under Clause 24 enables You to cancel this Agreement without penalty if You object to this.

28 NOTICES

All notices to be given by Us or You under this Agreement shall be given in writing and shall be sufficiently served (unless otherwise expressly stated) if delivered by hand or sent by first class prepaid post to the relevant address set out at the top of this Agreement, or any other address that has been notified to Us or to You (as appropriate) in advance in writing for this purpose. Any notice to be given under this Agreement shall be deemed to have been duly given, if delivered by hand, on the day of delivery and, if sent by post, three days after posting.

29 CHANGE OF ADDRESS

You must notify Us as soon as possible if You change Your address or contact details as set out in the Summary Agreement. We will notify You as soon as possible if We change Our address or contact details.

30 NO WAIVER

Any delay by Us in exercising any of our rights under this Agreement will not affect our rights or be a waiver of those rights nor will any partial exercise of any right exclude a further exercise of that right.

31 SEVERABILITY

Every provision in this Agreement is severable and distinct from every other provision and if at any time one or more provision is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not be affected in any way.

32 ENTIRE AGREEMENT

This Agreement sets out the whole of the agreement between You and Us. You agree that You have not relied on any other oral or written statement made by any person in deciding to enter into this Agreement.

33 NO VARIATION

This Agreement can only be varied in writing and signed by Storm Pitt-Jeffery. No-one else has any authority to vary this Agreement on Our behalf whether orally or in writing or to make any representation of fact that is or may be inconsistent with the terms of this Agreement

34 NO ASSIGNMENT

You may not transfer or assign this Agreement or any part of it or any of Your rights, obligations or commitments made under it to any other person at any time.

35 NO THIRD PARTY RIGHTS

Except as provided for by Clause 2.5, no person other than You and Us shall have any rights under this Agreement and accordingly the Contracts (Rights of Third Parties) Act 1999 (which might otherwise result in the creation of such rights) shall not apply to this Agreement.

36 GOVERNING LAW

English law applies to this Agreement. All disputes arising under this Agreement shall (in the event that they cannot be amicably resolved) be resolved only in the English courts.

Date: December 2022