Terms and Conditions of our Standard Self-Storage Licence Agreement

1. **Definitions and interpretation**

Need to include Agent/Prompt Payment/Normal perils, We, Us, Our, You, Your

Access hours	The times of day when you may have access to the unit
ACP	Alternative contact person
Business day	Any day on which banks are generally open for business in Dublin (i.e. not Saturdays, Sundays or public holidays)
Bounced payment fee	A charge you must pay if your bank does not fulfil your fee payment (see Terms and conditions (T&C) clause 6b)
Cleaning fee	A charge you must pay if we need to clean your unit after you have finished using it (see T&C clauses 7c and 27)
Deposit	The amount you must pay as a deposit on signing this Licence Agreement (see T&C clause 5)
Facility	Our storage site at 17 Hibernian Estate, Greenhills Road, Tallaght, Dublin 24
Facility owner	We, Elephant Storage Limited, and our employees, agents, contractors and assignors
Fee(s)	Any fees you may owe us, including the deposit, the storage fee and, if applicable, fees for repair, cleaning, cheque return and late payment
Goods	Goods or property you may store in the unit
Late payment fee	A charge imposed if you do not pay or we do not receive payment of your fees in full on or before their due date (see T&C clause 7d)
Licence	The licence we grant you under clause 2 of this agreement
Licence agreement	This agreement as signed by you and us
Licence period	The period of storage set out under **Storage dates** above, unless terminated under T&C clause 44
Lock	The padlock affixed to or used to secure the unit
Notice period	10 business days' written notice of the end of this agreement
Repair fees	Charges you must pay for repairs we have to make to the unit, where we consider you caused the damage
Replacement value	The full replacement value in € of your goods
Customer	You, as the owner or agent of the owner of the goods to be stored and as signatory to this agreement
Storage fee(s)	The fees you must pay us in accordance with the terms of this Licence Agreement
Termination date	The date on which this Licence Agreement will end, following the notice period
Unit	The storage unit specified in this Licence Agreement

2. Under this Licence Agreement and subject to its terms and conditions, you may store goods in the unit allocated to you during the licence period and for so long as you keep all fees up to date and are not in breach of any terms of this Agreement.
3. Without affecting our rights under clause 9, and whether or not this Agreement is terminated, you must at all times know what goods are in the unit and warrant that as the owner or the owner's agent you are entitled to deal with them in accordance with this Licence Agreement.
4. 4. Without affecting our rights under clause 9, and unless stated otherwise in this Licence Agreement, you agree that we (a) have no knowledge of the goods (b) are not a bailee, custodian or warehouser of the goods (c) will not take possession of the goods, and (d) do not grant you any lease or tenancy of the unit.

Cost:

5. You must pay us a deposit when you sign this Licence Agreement. We will refund the deposit to you (or the balance of the deposit after deducting unpaid fees or other charges in respect of any breach of the agreement) or electronic transfer within 10 business days of the termination of the Agreement.
6. You are responsible for ensuring that all payments due to us under this Licence Agreement are made directly to us on time and in full during the licence period or following the termination of this Licence Agreement. Please note we do not issue invoices for storage fees, they can be requested by email. Any fees paid by direct bank transfer will only be credited to your Elephant Storage account if you identify the payment clearly in line with our instructions. We will have no liability to you in respect of a fee you have failed to identify correctly. You must repay any costs we incur in enforcing this agreement due to your failure to correctly identify a fee payment. We will not acknowledge your fee payment until we have confirmed that we have received cleared funds in respect of that fee. If you have more than one agreement with us, we will keep all such agreements in one account, and we may choose to apply any payment you make against the oldest debt shown on this account.
7. In accordance with this Licence Agreement, you must pay us:

(a) the storage fee, which is payable in advance on the first day of each licence period (the due date)
(b) the cleaning fee or repair fee, if we choose to charge these fees under clause 27
(c) a late payment fee, payable each time you do not pay or we do not receive a fee on or before the date on which that fee falls due and payable
(d) any costs we incur in collecting fees you have not paid by their due date, or in enforcing the terms of this Licence Agreement in any way, including by email,, telephone, unit inventory, debt collection, personnel or default action costs and associated legal and other professional fees, and
(e) any government taxes or charges (including any VAT) levied on any services provided under this Licence Agreement.

8. All fees and charges payable by you to us under this Licence Agreement include VAT unless otherwise stated.

Lien and power of sale of goods:

9. We have the rights to take and keep your goods a lien and a power of sale over the goods for the storage fees and all other fees, costs and expenses (including disposal costs) charged under or in connection with this Licence Agreement (this is the debt). This lien and power of sale does not affect any of our other entitlements arising through this Licence Agreement, law, statute, contract or other means.
10. If you fail to pay after 7 days, any fee owing to us on or before its due date for payment, you irrevocably and unconditionally agree and 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 after 21 days until you have paid the debt due to us in full
(b) after 35 days, enter the unit to secure the goods and charge you all reasonable costs of doing so on any number of occasions;
(c) retain the goods in our possession until you have paid the debt due to us in full
(d) set off the deposit against any debt you owe us.

11. If:

(a) any debt remains unpaid (in full or in part) after it becomes due, we will serve you notice after 21 days in writing demanding that you immediately discharge the debt, or
(b) any goods are considered to be abandoned in accordance with clause 15 below, we will serve you notice in writing demanding that you immediately collect the goods.

If you fail to comply with the notice within 10 business days of its date, we will be entitled to all our rights and powers under this Licence Agreement and may, at our discretion and without the need to obtain your consent or give you further notice, sell (whether by public auction, private contract or otherwise) or dispose of all or any part of the goods in such a manner and at such price as we think appropriate.

12. Nothing in this Licence Agreement imposes on us any liability in relation to the goods or obliges us to account to you or accept liability for any loss or damage which arises out of the exercise or attempted exercise of our powers, or for any other loss of any nature.
13. No purchaser or other person will have a right or duty to enquire whether we are exercising our power of sale as conferred by this Licence Agreement, or be concerned with notice to the contrary or with the propriety of our actions.
14. You acknowledge and agree that:

(a) we will be entitled to charge you for storage of the goods from the date that the debt becomes due and payable until you have paid the debt in full, and

(b) if you do not pay your fee on or before its due date for payment, you must immediately pay us the full value of any discounts and special offers (including periods of free storage) which you may have received.

15. You acknowledge and agree that we are authorised to treat your goods as abandoned and to sell or dispose of them in accordance with clause 11 if:

(a) on expiry or termination of this Licence Agreement, you fail to remove any or all the goods from the unit, or

(b) in our sole opinion, the goods are not saleable, fail to sell when offered for sale in accordance with clause 11, or are not of sufficient value to warrant the expense of our attempting to sell them.

You acknowledge and agree that you are liable for the storage fees from the date of abandonment as set out in this clause 15 until you have paid the debt in full.

16. You acknowledge that the proceeds of sale of any goods we sell (the sale proceeds) in accordance with clause 11 will be applied in the following order. Firstly, to pay any disposal costs and any other costs we incur under or in connection with this Licence Agreement. Secondly, to discharge the remaining debt. Thirdly, to pay the surplus (if any) to you or any other person entitled to it. If the sale proceeds are insufficient to pay the debt in full, you must pay the balance (which is the debt minus the sale proceeds) within 7 days of our writing to demand this payment from you. We may take such action as we consider necessary to recover the balance of the debt from you, together with any legal and administration costs we incurred in order to do so. If the sale proceeds exceed the debt due from you, we will be entitled to retain the balance (which is the surplus amount of the sale proceeds minus the debt) on account for you. You agree that, where we retain such a balance on account for you, no interest will accrue in respect of such surplus amount.

17. If any goods are damaged due to fire, flood or other event that has left them, in our sole opinion, severely damaged, or of no commercial value, or dangerous to people or property (damaged goods), you agree that we may at our absolute discretion dispose of the goods as we see fit without needing to serve a notice on you in accordance with clause 11 above. We will confirm in writing to you within 30 days that the damaged goods have been disposed of.

18. You agree that if any items are left unattended in common areas or outside the unit at any time, we may at our discretion, without any liability on our part, move, sell or dispose of such goods within … weeks.

Access: o long as our fees are paid up to date,

19. During the licence period, you will have access to the unit during access hours. Notice of access hours will be posted at the facility. It is your responsibility to check them. We do not accept any responsibility for any loss you may incur by failing to check updates to the access hours. We will try to provide advance warning of changes to access hours by posting notices at the facility but reserve the right to change the hours temporarily to other reasonable times without giving prior notice.

20. Only you or your agents (i.e. individuals who have written authorisation from us and are controlled or accompanied by you) may access the unit. You are responsible for, and liable for other users using the storage facility and for any other persons 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 anyone who cannot show us satisfactory proof of identity.

21. We may refuse you access to the unit or the facility if you owe us any fees, 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.

22. Except for your agent, you must not provide anyone with the access code, a key or allow anyone else access to the unit. If you provide a key or permit access to anyone contrary to the terms of this Licence Agreement, you do so at your own risk and will be liable and responsible at all times for anything that person does.

23. You authorise us and our agents and contractors to enter the unit if we have reasonable cause to do so, and if necessary to remove and replace the lock in the following circumstances:

(a) after giving you at least 7 days' written notice to inspect the unit or to carry out repairs or alterations to the unit or any other part of the facility

(b) unless otherwise provided for in this Licence Agreement, without giving you prior notice:

(i) in an emergency

(ii) to carry out emergency repairs or alterations to the unit or the facility if we think this is reasonable and necessary

(iii) to prevent injury or damage to people or property

(iv) where we believe the unit is being used to store prohibited goods (as described in clause 25) or for a prohibited use (as described in clause 26)

(v) if we are obliged to do so by law, by any emergency service (including but not limited to An Garda Síochána, the Ambulance Service and the Fire Service), by the Revenue Commissioners, by a competent authority or under a court order

(vi) if we need to relocate the goods or exercise our lien in accordance with the terms of this Licence Agreement

(vii) if we judge it reasonable and necessary in the interest of safety.

However, we will tell you we have entered the unit under this clause 23(b), due to any of the circumstances listed above, as soon as practicable after our visit.

Conditions:

24. You will be solely responsible at all times during the licence period: (a) for securing the unit by providing and using a secure padlock, and (b) when you are not in the unit, for ensuring it is securely locked so as to prevent unauthorised entry. We will not at any time be responsible for locking any unit we discover to be unlocked or otherwise unsecure. You must not apply a padlock to our overlocking position[1] on the unit, and we may have any such padlock/lock forcefully removed at your expense. Where applicable, we will secure the external gates and/or doors of the facility.

25. You must not store (or permit any other person to store) any of the following prohibited goods or items in the unit:

(a) food or perishable goods,

(b) living creatures

(c) combustible or flammable substances such as gas, paint, petrol, oil, cleaning solvents or compressed gases, either on their own, or as part of equipment

(d) firearms, explosives, weapons or ammunition

(e) chemicals, radioactive materials, biological agents, toxic waste, tyres, 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 (such as toys, electrical goods, medicines, aerosols, cosmetics, fireworks)

(h) goods which are environmentally harmful or may be a risk to the property of any person, and

(i) items which are irreplaceable, such as currency, jewellery, furs, deeds, paintings, curios.

(j) You must not store (or allow any other person to store) any of the following in

the Unit ("Excluded Items"):… batteries of any kind UNLESS they cannot be easily

removed from goods, portable battery chargers, power banks or any similar portable

power source.

26. You must use the unit solely for the purpose of storage and must not carry out (or permit any other person to carry out) any of the following prohibited uses:

(a) to use the unit as offices or living accommodation or as a home, business or mailing address

(b) to use or do anything at the facility or in the unit which may be potentially hazardous, or a nuisance to us or any other person (including allowing any substance or odour to escape or generating 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 on our or anyone else's insurance policies

(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 in writing, or

(f) cause damage to the unit or any part of the facility (including damage by removal, haulage or delivery contractors), or create any obstruction, or leave items or refuse in any common space within the facility.

27. You are responsible for maintaining the unit by ensuring it is clean and in a state of good repair. If you cause uncleanliness or damage to the unit or the facility, we will be entitled to retain the deposit or part of the deposit, and/or charge you for the cleaning fee, and/or claim full reimbursement from you of all reasonable costs of repairs, replacement or restoration of the unit or disposal of refuse.

28. You and your agents must use reasonable care whilst in or on the facility and must have respect for the facility and other unit users in the facility. You must inform us of any damage or defect to the unit or the facility immediately you become aware of such damage or defect. You must comply with the directions of our employees, agents and contractors and any other regulations we issue for the use, safety and security of the facility.

29. You acknowledge that the unit size is approximate and may vary from that described. It is your responsibility to ensure the size of the unit is correct before signing this Licence Agreement. In signing this Licence Agreement, you agree that the size of the unit is as

described.

30. This Licence Agreement (or any amendment to this Licence Agreement, if applicable) does not confer on you any right to exclusive possession of the unit. We reserve the right, at any time and at our discretion, to relocate you to another (but no smaller) unit:

(a) by giving 7days' written notice of our intention to relocate you to another unit, during which time you may choose to end this Licence Agreement in accordance with clause 44, or

(b) on shorter notice if any incident occurs that requires us to close or seal off the unit or the section of the facility where it is located.

In the event of relocation, we will pay your reasonable costs of removal and relocation of the goods to another unit, if we have approved the costs in writing in advance. If you do not arrange removal by the date specified in our notice notifying you of relocation, you authorise us or our agents to enter the unit acting as your agent, and at your risk (except for damage caused wilfully or negligently and subject to the limitations in clause 34) to remove any/all goods. Following the removal or relocation of the goods to a different unit, we will amend this Licence Agreement by substituting the new unit number, but otherwise this Licence Agreement will continue in full force and effect at the rate that applied to the original unit at the time of the removal.

31. You must ensure the unit is suitable for the storage of the goods you intend to store in it. We advise you to inspect the unit before the commencement date and periodically during the licence period. We do not guarantee or suggest that any unit is suitable for any particular goods and we accept no liability arising in connection with its suitability, whether or not you have inspected the unit.
32. We may refuse to permit you to store goods or may require you to collect or remove any goods if, in our opinion, storage of those goods creates a risk to the health or safety of any person or a risk of damage to property, including but not limited to the unit and the facility.
33. You must give us prior written notice of any change of address, phone number or email address of you or your ACP within 48 hours of any such change. You agree that we are entitled to contact and discuss with the ACP any default by you in respect of payment of fees. In respect of the unit, you must give us details of the ACP in case we cannot contact you about any aspect of your account with us or about other matters related to the unit. For the avoidance of doubt, we may contact the ACP for the purpose of gaining access to the unit.

Risk and responsibility:

34. It is a condition of this Licence Agreement that Goods remain insured by the Customer at all times while the Goods are stored in the Unit against all normal perils (including, but not limited to, loss of or damage to property caused by fire, lightening, explosion, earthquake, aircraft, storm, flood, bursting and/or leaking pipes, theft, riot, strike, civil commotion and impact by vehicles) for the value equivalent to at least their Replacement Value. The customer must procure that the insurance policy contains a waiver of the insurer's rights of subrogation against the Facility Owner, the Facility Owner's insurers, and the Facility Owner's employees or agents. The customer must provide evidence to the satisfaction of the Facility Owner that the customer's insurance policy contains a waiver of the insurer's rights of subrogation against the Facility Owner, the Facility Owner's insurers, and the Facility Owner's employees or agents.
35. The goods are stored at your sole risk and responsibility. You will be responsible for and bear the risk of any and all theft, damage or deterioration of the goods caused by any reason other than our negligence or our breach of this Licence Agreement. We exclude all liability in respect of loss or damage to: (a) your business, if any, including consequential loss, lost profits or business interruption; and (b) goods above the sum of €200, which we consider to be the normal excess on a standard household policy, whether or not that policy would cover the value of the goods. We will not be responsible for death or personal injury caused to you or your agents at the facility or in the unit, and you must indemnify and keep us indemnified in respect of any such death or personal injury. This includes liability for physical injury to or the death of any person where this is a direct result of negligence or wilful default on our part.
36. Unless otherwise provided in this Licence Agreement, we do not insure and are not responsible for insuring the goods. It is a condition of this Licence Agreement that you keep the goods insured at all times while they are stored in the unit against all normal perils for the value equivalent to at least their replacement value (as set out in these terms and conditions). In respect of the goods, you guarantee and demonstrate to us that: (a) you have, at the commencement date, adequate insurance cover in place (b) you will not at any time during the licence period allow or cause such insurance cover to lapse, and (c) the aggregate value of the goods from time to time will not exceed the replacement value. We may request an inventory from you for the goods in the unit.We do not give any advice concerning the cover provided by any insurance policy, and you are responsible for judging whether your cover is adequate, including where we arrange it at your request and on your behalf under clause 50. Inspection of any insurance documents you may provide to demonstrate that you have complied with the requirements of this clause 36 does not mean that we have approved the insurance cover or confirmed it is sufficient or fit for purpose.
37. You will be liable for and fully compensate us for the full amount of any/all claims, liabilities, demands, damages, costs and expenses (including any reasonably incurred legal and professional fees) which we or a third party may incur in connection with:

(a) the use of the unit, including but not limited to the goods, their ownership or storage in the unit, or your access to the facility, or

(b) any breach of this Licence Agreement by you or any of your agents, or

(c) enforcement of any of the terms of this Licence Agreement.

38. You acknowledge and agree to comply with this Licence Agreement and all relevant laws and regulations as are or may be applicable to your use of the unit. This includes laws relating to the goods that are stored and the way they are stored. Liability for any and all breaches of any such laws rests solely and absolutely with you.
39. If, at any time during the licence period, we have reason to believe that you have not complied with or are not complying with all relevant laws, we may take any action we believe necessary, including but not limited to the actions outlined in this Licence Agreement and/or contacting or cooperating with the relevant authorities.
40. In circumstances outside our reasonable control, we will have no liability under this Licence Agreement and will not be considered to be in breach of it for any delay or failure in performance of our obligations under the Agreement or any resulting loss or damage to the goods. Such circumstances include 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 entry into any unit or the facility by competent authorities (*force majeure*) to arrest anyone or seize or confiscate the goods. In a *force majeure* incident, we will not be responsible or liable for failing to allow you or your agent's access to the goods, unit or facility for so long as the incident continues.

Personal information

41. We collect information about you and your agent on registration and for the duration of the licence period, including personal data. We process data in accordance with General Data Protection Regulations (GDPR) and use data to process payments, communicate with you and generally maintain your account. We may share data with, and collect data from, credit reference or fraud prevention agencies and trade associations of which we are a member. If you ask us to arrange insurance cover for the goods, we may be required to provide data to the insurance provider or broker, who may enter such data onto a register of claims shared with other insurers to prevent fraudulent claims. We may release data and other account details at any time in accordance with the ADPL (a) if required by law (b) in order to enforce this Licence Agreement (c) for fraud protection and credit risk reduction (d) for crime prevention or detection purposes (e) to protect the safety of any person at the facility, and (f) if we consider the security of any unit at the facility or its contents may otherwise be put at risk. In addition, if we sell or buy any business or assets, we may disclose data and account details to the prospective seller or buyer of such business or assets. If substantially all of our assets are acquired by a third party, data and account details will be among the transferred assets. Under the ADPL, you have the right to request a copy of the data we hold about you, and should email or send your request to the addresses specified in this Licence Agreement. You also have a right to complain about our use of the data to the Data Protection Commission.
42. If you consent, we will use data for marketing and similar purposes, including telling you about our products or services, at your request or if we believe they may be of interest. You can tell us how you prefer us to contact you on page 1 of this Agreement.[2]

Notice:

43. Unless you have chosen to receive notices by email or SMS, all notices or other communications under this Licence Agreement will only be effective if they are in writing if sent by email or text, one hour after sending by email or text.

To send you notices, we will use the contact details you have provided on page 1 of this Licence Agreement or the most recent address you have notified to us. If we cannot contact you by using the details you have given us under this Licence Agreement, we will use the last notified address/email/text number of your ACP, as

shown on page 1 of this Licence Agreement. If more than one customer is named on this Licence Agreement, we will meet any notice requirement by serving a notice on any one of you. To contact us, please use our address as specified on page 1.

Termination:

44. Either you or we may end this Licence Agreement by giving prior written notice (a termination notice) to the other party, specifying the notice period. We may end the Licence Agreement with immediate effect and without giving you notice if: (a) you are engaged in illegal or environmentally harmful activities, or (b) you have breached the terms of this Licence Agreement through repeated slow payment and/or, if the breach can be remedied, you have not put it right within 14 days of receiving our notice of the problem. Such termination will not affect our rights under the Licence Agreement. If you do not specify the agreed notice period in terminating the Licence Agreement, we will have the right to retain the deposit and/or charge you the storage fee for the notice period. You must remove all goods in the unit before the close of business on the termination date and leave the unit clean and in a good state of repair to our satisfaction. If you have left goods or rubbish in the unit on or after the termination date, we may destroy them without giving you further notice, and you may be liable for the expense of doing so. You must pay any outstanding fees and expenses and any other sums owed to us up to and including the termination date, as calculated solely by us. If we enter the unit for any reason and find there are no goods stored there (vacant unit), we may terminate the agreement without giving you prior notice. In these circumstances we will send you a notice within 7 days of termination, informing you that we have terminated the Licence Agreement and specifying the reason for doing so.
45. Following the termination date, we will examine the unit. We will notify you of any loss or damage to the unit or the facility as soon as possible but no later than 20 days following the termination date. If we find on inspecting the unit as provided for in clause 23 that there is loss or damage to the unit:

(a) we have the right to deduct an amount from the deposit in respect of any such loss or damage to the unit, or
(b) where the deposit is insufficient to cover the costs of the loss or damage to the unit or the facility, you must cover the additional costs.

46. Your liability for any outstanding money, property damage, personal injury, environmental damage and legal responsibility under this Licence Agreement will continue whether or not the Agreement has ended.

General:

47. We may, by giving you notice in writing/email, vary the storage fee and/or vary and/or add terms and conditions to this Licence Agreement (by notice). Unless the notice specifies otherwise, any modified or varied terms of the Licence Agreement as specified in a notice will take effect from the commencement date. If you do not agree to the terms of the notice, you may terminate this Licence Agreement without charge in accordance with clause 44, but only within 10 days of our issuing the notice. If we do not receive a termination notice in response to a notice, we will consider your continued use of the unit as acceptance of and agreement to the varied or additional terms of this Licence Agreement as set out in the notice.
48. You acknowledge and agree that:

(a) this Licence Agreement constitutes the whole agreement between you and us with respect to its subject matter; contains all the terms agreed between us; and supersedes all previous representations, communications, negotiations and understandings. Neither you nor we rely or have relied on any representation except as set out in this Licence Agreement
(b) you have raised all queries relevant to your decision to enter this Licence Agreement with us, and we answered all such queries to your satisfaction before you signed this Licence Agreement
(c) any matters resulting from such queries have, to the extent required by you and agreed to by us, been set down in writing and incorporated into the terms of this Licence Agreement
(d) a waiver of any right under this Licence Agreement or law is only effective if it is in writing and will not be considered a waiver of any subsequent breach or default. No failure or delay on our part in applying any right or remedy under this Licence Agreement or by law means we waive that or any other right or remedy, nor will it prevent or restrict us from further applying such right or remedy. Applying such right or remedy once or in part will not prevent or restrict us from further applying that or any other right or remedy
(e) nothing in this Licence Agreement is intended to, or will be considered to, establish any partnership or joint venture between us and you, nor make either party the agent of another party for any purpose. Neither you nor we will have authority to act as agent for, or to bind, the other party in any way
(f) if any court or competent authority decides that any term in this Licence Agreement is invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be cut from the remaining terms, which will continue to be valid to the fullest extent permitted by law
(g) you may not assign, subcontract, or transfer or deal in any other manner with all or any of your rights or obligations under this Licence Agreement, and
(h) where you, as the customer, are two or more people, each person takes on the obligations under this Licence Agreement and each will be separately liable to us in respect of any loss, damage or fees.

49. This Licence Agreement is governed by Irish law and any dispute or claim that either party brings will be decided by the Irish courts.

Our Insurance Policy

(k) If you choose to be included in our Insurance policy for the goods stored in the unit, the insurance cover we extend to include your goods will provide cover for the goods to the value stated as the full replacement value only. We do not cover items which are irreplaceable, such as currency, jewellery, furs, deeds, paintings, curios and sentimental value.
We will not at any time carry out any valuation of the goods and are not responsible for ensuring that the full replacement value is an accurate or true valuation at any time. You are responsible for maintaining adequate insurance cover for the value of the goods throughout the licence period. If loss or damage occurs to the goods as a result of any matter which may result in a claim under our insurance policy, you must instruct us in writing to make a claim, giving full details of how the claim arose. We will then notify our insurer of the claim as soon as reasonably practicable. To get the claim processed, you must provide full information and evidence as required to us, our insurance company or a company agent appointed to investigate the claim. If our insurance company sends us a payment in respect of that claim, we will pay you the appropriate sum when we receive the payment. This will represent the part of the proceeds relating to damage or loss to your goods, after deducting any outstanding fees you owe us. You acknowledge that we are liable to pay you only such amounts that we may recover from our insurer in relation to your claim, minus any deductions specified in this Licence Agreement. Whilst we will notify claims to our insurance company, we are not and will not be, under any circumstances, obliged to commence or threaten to commence any legal proceedings in relation to any such claim. Nothing in this Licence Agreement makes or may be interpreted as making us your agent. If you fail to pay any charges relating to an insurance policy or cover, any insurance cover we have arranged on your behalf in respect of the goods will cease with immediate effect from the date such charges are due.

Dispute resolution procedure:

50. If any dispute arises in connection with this Licence Agreement, you and we (as the parties to the agreement) will, within 5 business days of a written request from one party to the other (the dispute request), meet in good faith to resolve the dispute. In this clause, 'dispute' means any claim, dispute or difference between the parties arising in connection with this Licence Agreement.
51. If the dispute is not resolved in accordance with clause 51 within 10 business days of the dispute request, it will be resolved by arbitration in accordance with the UNCITRAL Arbitration Rules. The parties will seek to jointly appoint a single arbitrator. If they fail to agree on the name of the arbitrator within 15 business days from the time when either party proposes a name, then either party may apply to the chairman of the Chartered Institute of Arbitrators in Ireland to nominate an arbitrator, and that nominated person will be the sole arbitrator for the purposes of this Licence Agreement. The Arbitrator will make the decision under Irish law and not in equity, and that decision will be final and binding (except for fraud or manifest error). The place of arbitration will be Dublin and the language of the arbitration will be English.