



## General terms and conditions:

### 1. The Lease:

1.1 By this agreement, the Customer will have the right to store items in a separately specified Storage Unit during the term of the Lease.

1.2 The renting of the Storage Unit and the storage are on terms and conditions that appear from the Lease and the General Terms and Conditions and terms of an insurance contract, if any, that are provided on request. The Customer can choose to have the effects stored included under Pelican's insurance cover. In that case, Pelican's insurance terms will apply; see more under clause 7 and in the addendum to the contract: "Summary of our insurance cover".

1.3 If the Customer rents a parking place or is given other terms that are not provided for by the Lease, these General Terms and Conditions also apply to the special terms specified unless otherwise stated.

### 2. Items stored:

2.1 Only storage of (dry) general goods is permitted in the Storage Unit unless otherwise specifically agreed in connection with the conclusion of the Lease. The Customer does not have a right of use of any part of the property outside the Storage Unit.

2.2 It is forbidden to store explosive, flammable, environmentally detrimental or otherwise hazardous materials in the Storage Unit, including batteries and fuel (see also the addendum for storage of various motorised vehicles). The combined weight of the items stored must not exceed 500 kg/m<sup>2</sup>. If Pelican finds that the stored items may pose a risk to people or the property, the Customer is required to promptly remove such items from the Storage Unit. No items of exceptional value or fragility as compared to the type of items normally stored, such as furs, jewellery and cash, may be kept by the Customer in the Storage Unit.

2.3 Pelican accepts no liability for the stored items, including in relation to supervision, surveillance of the items or other such circumstances. Neither does Pelican accept any liability for any loss of or damage to the stored items.

2.4 Food must not be stored in the facilities. Pelican may in special instances grant an exemption, however, if the food is stored in special rooms with direct access. In addition to this, we point out that the storage of food at the facilities of Pelican must always be approved by the Danish Veterinary and Food Administration. The customer is responsible for obtaining approval from the Danish Veterinary and Food Administration. In this case, the customer will himself/herself be responsible for cleaning, maintenance and pest control in the Storage Unit rented.

### 3. Use of the Storage Unit and supervision:

3.1 The Customer may use the Storage Unit only for the storage of items. The Customer must keep the Storage Unit clean, organised and in good condition. The Customer must not make any alterations to or installations in the Storage Unit.

3.2 The Customer is liable for any damage to the Storage Unit if it can be proved that the damage was caused by the Customer.

3.3 The Customer is required to empty and clean the Storage Unit when the Lease ends. If the Customer has not done so by 12.00 o'clock on the last day of the Lease, Pelican will have the right to have the Storage Unit emptied and cleaned for the account of the Customer. After this, the Customer is liable to pay the actual cost of emptying and cleaning the Storage Unit, the minimum charge being DKK 300.00.

3.4 Smoking is strictly forbidden everywhere on the premises.

### 4. Access and control:

4.1 A separate code is required to get access to Pelican's area and possibly the specific storage areas. The Customer must ensure that the code is kept in a safe manner. If the Customer suspects that the code has come to the attention of unauthorised persons, he/she must promptly inform Pelican of this.

4.2 If several persons are to have access to the Storage Unit, a personal code will be issued to each of them, and the Customer will be responsible for all the codes in accordance with sub-clause 4.1.

4.3 The Customer must lock each Storage Unit with a lock approved by the insurance company. Pelican does not have keys for the locks. The Customer will be obliged to pay the actual costs of replacement of lock cylinders and keys

4.4 The Customer will have access to the Storage Unit during Pelican's opening hours or at any other times agreed upon with Pelican. Pelican will have the right to charge a special fee for admitting the Customer to Pelican's facilities outside regular opening hours.

4.5 Pelican will have the right to access the Storage Unit for repair or inspection of the real property or in case it is suspected that the Storage Unit has sustained damage or destruction. Pelican will also have the right to access the Storage Unit following termination of the Lease for the purpose of emptying the Unit.

## **5. The rent:**

5.1 The amount of rent is specified in the Lease. The rent is payable in advance on the first day of each month. If the rent is late, a past due charge of DKK 100 is charged for each past-due notice and DKK 750 in connection with preliminary termination costs as well as interest in accordance with the rules of the Danish Interest Act from the due date of the invoice. The Customer will also be obliged to pay to Pelican all costs in connection with the collection of rent due.

5.2 Pelican will have the right to adjust the amount of rent when it deems it appropriate in view of the market conditions; see section 13 of the Danish Business Lease Act. The Customer must be notified of any such adjustment in writing no later than 30 days in advance. Unless otherwise stated, the adjusted rent applies 30 days after the Customer has been notified of it in writing. The Customer cannot demand a reduction of the rent. Section 13(2) of the Danish Business Rent Act does not apply.

5.3 After Pelican had carried through a rent adjustment in pursuance of sub-clause 5.2, the amount of rent cannot be readjusted until at least 3 months have elapsed from the effective date of the previous adjustment. Adjustment of the amount of rent can be made at a notice of 30 days at the earliest after 3 months have elapsed from the effective date of the Lease.

5.4 Pelican will have the right to prevent the Customer's access to the Storage Unit if the Customer does not observe the payment deadline.

5.5 If the Customer is owed money from Pelican, Pelican will contact the Customer to make an agreement about what is to be done with the Customer's outstanding debt. For Customers who have vacated their premises and who Pelican has in vain attempted to contact via the telephone numbers and e-mail addresses designated by the Customers (see sub-clause 6.1), Pelican will make a transfer to the account number last designated by the Customer. The Customer has the sole responsibility for keeping Pelican updated on the current account number at any time and Pelican cannot be made liable for transfer of amounts that are deposited into an account with an account number that for one reason or another is no longer the Customer's current account number or which may belong to another party.

5.6 In the case that the customer removes the lock and empties the storage unit before the expiry date of the agreement, Pelican has the right to rent out the storage unit again. Pelican may, at any time, use and lock this unit from the day the storage unit is left.

## **6. Other terms and conditions:**

6.1 The Customer must promptly notify Pelican of any change of address, change of telephone number and e-mail address. Notices/money transfers that Pelican sends to the address, e-mail address and account number last designated by the Customer are binding on the Customer.

6.2 The Customer does not have a right of assignment or a right of subletting. Thus, the Customer cannot transfer his/her rights and obligations in pursuance of this agreement to others without Pelican's written consent.

6.3 The Customer will not have the right to store any third party's items in the Storage Unit or allow any third party to make use of the Storage Unit otherwise without Pelican's written consent. The Customer is liable for any damage to the Storage Unit or the property as such caused by the Customer or persons given access to the property or the Storage Unit by the Customer.

6.4 Pelican will have the right to assume that the Customer is the owner of the items stored in the Storage Unit and that the person holding the correct code has the Customer's permission to access the Storage Unit. The Customer or the person to whom the Customer grants access to the Storage Unit must always be able to produce valid proof of identity or otherwise prove that he/she has access to the Storage Unit.

6.5 If the Customer triggers a false alarm on the premises or in the storage area through the use of an incorrect code or otherwise, the Customer is liable for all the costs resulting from such a false alarm. Expenses for this will be regarded as a mandatory payment.

6.6 If the premises rented are damaged by fire or any other accident, the Lease will be cancelled. If so, Pelican is not obliged to offer the Customer other premises at the property, neither before nor after rebuilding/reconstruction.

6.8 Pelican will provide lighting for the Storage Unit but will not supply electricity, water or heating unless otherwise expressly specified in the above agreement. Pelican accepts no responsibility for any suspension in the supply of electricity, water or heat unless the suspension is due to causes for which Pelican is responsible.

6.9 Pelican guarantees that the air temperature in the Storage Unit remains above zero Centigrade in areas not intended for cold storage. This guarantee does not cover power failures or other force majeure circumstances.

#### **7. Insurance and liability:**

7.1 Pelican is obliged always to have property insurance for the property. It is the responsibility of the Customer to ensure that all the property of the Customer is insured at all times during the term of the Lease. The insurance must cover the total value of the effects stored at any time and must be valid during the entire term of the agreement. If the Customer chooses to have his/her property included under Pelican's insurance cover, the total value of the effects stored must reflect this.

7.2 Pelican can include physical loss of and damage to the Customer's property under Pelican's insurance cover. The condition for this is that the Customer expresses a wish to be included under Pelican's insurance cover. Information on the insurance cover appears from Pelican's website; please see "Summary of our insurance cover".

7.3 If the Customer does not have the effects stored covered by Pelican's insurance cover, the Customer must produce a valid copy of his or her own insurance policy. If the Customer chooses to make use of his/her own insurance, the same terms must apply as described in sub-clause 7.1. During the entire term of the Lease, the Customer is obliged to ensure that the effects stored are insured against loss and damage via an all-risk insurance for a sum insured that the Customer fixes himself/herself and which is sufficient to cover the full value of the effects stored as well as damage to the real property of Pelican and/or the effects of third parties, including others who rent Storage Units. Where this is not the case, any loss of effects irrespective of the cause (including gross negligence on the part of Pelican) is for the Customer's own risk and account. The insurance must include a clause in favour of Pelican. The policyholder waives any right of recourse against Pelican, the insurance company of Pelican and Pelican's joint contracting parties. The Customer is obliged to produce documentation for the insurance taken out on the conclusion of the agreement.

7.4 Pelican is not liable to the Customer for any damage/loss that may arise to/of the Customer's items stored due to fire, theft, vermin, water, vandalism or other similar causes. Any insurance for the items stored/the Storage Unit must be taken out and paid for by the Customer, including for example insurance against theft.

#### **8. Customer database:**

8.1 The Company is the data controller for the Customer's personal data that the Company may collect, transfer, store or otherwise process as a result of this agreement. The Company is committed to process personal data in accordance with the obligations that are provided for by applicable data protection legislation.

8.2 More information on how the Company processes personal data and the Customer's rights in relation to such processing can be found in the Company's Privacy Policy and Customer Privacy Policy available on the Company's website.

#### **9. Breach of contract and termination:**

9.1 Pelican will have the right to terminate the Lease in the instances of breach that are set out in section 69 of the Danish Business Lease Act.

9.2 In the event of the Customer's breach of this agreement, Pelican will be authorised to sell the effects that may be present in the Customer's Storage Unit if the costs of continued storage are not commensurate with the value of the items or if the Customer fails to collect the items from the Storage Unit within 10 days of receipt of a written request to do so.

**The effects are realized through a sale through an online auction on [www.ibidonstorage.eu](http://www.ibidonstorage.eu), after which all the effects in the storage unit in question are immediately picked up by the highest bidder.**

Pelican will have the right to withhold any proceeds from the sale of the items to cover in advance payments due, including any arrears of rent, loss of rent, costs in connection with the clearing of the Storage Unit and other claims arising out of the termination of the Lease.

**No compensation is provided for an alleged loss if it is claimed that the sales value of the sold-out effects is higher than the proceeds obtained from the sale.**

9.3 On the conclusion of the Lease, the Customer has authorised Pelican to have the right to access the Storage Unit for the purpose of selling the items stored in the Storage Unit; see sub-clause 9.2.

9.4 If the stored items are leased, if ownership of the stored items is reserved or if a third party has any other rights to the items, the Customer is required to inform Pelican of this.

**Terms and conditions when you choose to be insured via Pelican's insurance cover - see "Summary of our insurance cover"**

**Information on safety and conduct - as a Customer of Pelican - for your own safety:**

At Pelican, we will make every effort to protect the safety of our Customers. To do this in the best possible manner, we ask you to read and get acquainted with our safety guide.

**Entrance to the facility:**

For your own safety:

When you enter or exit the facility and use your personal code, then please notice that nobody is driving behind you. Never drive after somebody else yourself and always use your own personal access code. Always remember to log into the facility with your own code so that we know who is in the facility. That will mean greater safety for you.

**Trolleys:**

- The trolleys are intended for customer uses only. Return the trolleys to the marked locations after use.
- Do not climb onto the trolleys or allow your children to do so. The trolleys are not designed to carry people.
- Take care when placing items onto the trolley. Do not overload.
- Only use the trolleys on flat ground and with great care if you take them outside the storage facility.
- Never take the trolleys outside Pelican's grounds
- Do not use the trolleys to store items in the Storage Units. If it comes to Pelican's attention that you use the trolleys for storage or keep them in your Storage Unit, you will be required to pay a daily charge for the trolley(s).

**Loading and parking area:**

- Maximum speed in the storage area is 15 km/h. Ask for help if your view is blocked
- Only park in areas indicated for this purpose. Please remember that other customers need proper access as well

**Inside the facility:**

- Dogs or other pets are not allowed on the premises.
- Do not let children out of your sight or allow them to run around the facility.
- Do not block the access paths (corridors, gates, doors, driveways, etc.)
- Contact the staff if you detect anything suspicious or see anything that can endanger public safety!
- Do not overload the lifts. Place the heaviest items in the centre.
- Do not monopolise the lifts. Others may also need them.
- Stack your items in the Storage Unit with care. Place the heaviest items at the bottom. Do not place any heavy item high up against the wall.
- Take care not to build stacks higher than the walls of the Storage Unit. If you need additional space, contact the staff.
- The maximum load bearing capacity of the floor is 500 kg/m<sup>2</sup>

**Terms of payment:**

- If you rent a Storage Unit for longer than one month, the rent must be paid on the first day of each month.
- The invoice will be prepared on the 15th day of each month and sent to you a couple of days after, the due date being the first day of the following month.
- When a past-due notice has been sent, it cannot be recalled.
- If you want to terminate your Storage Unit, Pelican must have received a written notice of termination not later than on the 15th day of the current month.

**Fire safety:**

- The facility is equipped with fire alarms and fire exits. They are there for your safety. Never tamper with the fire alarms or block the fire exits.
- Alarms are triggered in case of fire or fire drills. Find the nearest fire exit and leave the building immediately.
- Smoking is forbidden in all the buildings of the facility. Those who do not observe this rule will be turned away from the premises.