

## ShedSpace Terms and Conditions

### 1 What is the ShedSpace Service?

- 1.1 In these terms and conditions **ShedSpace Service** means the online portal provided by us to allow Hosts to offer ShedSpaces, and Guests to search for ShedSpaces.
- 1.2 A **Host** is someone who wants to make a ShedSpace available.
- 1.3 A **Guest** is someone who wants to use a ShedSpace.
- 1.4 A **ShedSpace** is an unused space (eg an empty driveway, outhouse, shed, attic or cellar) which a Host wishes to make available to a Guest.
- 1.5 A **ShedSpace Licence** is the licence between Hosts and Guests for use of the ShedSpace.

### 2 These terms

- 2.1 **What these terms cover.** These terms and conditions govern the agreement between us and you as a Host or Guest to provide the ShedSpace Service to you.
- 2.2 **What these terms do not cover.** There are separate terms and conditions governing the agreement between Hosts and Guests for use of a ShedSpace. Those terms are contained in the ShedSpace Licence itself, which we are not a party to. **You may be liable to pay compensation to the other party to a ShedSpace Licence if you breach the terms of that licence.**
- 2.3 **Why you should read them.** Please read these terms carefully before you register with us. These terms tell you who we are, how we will provide the ShedSpace Service to you, how we may change the ShedSpace Service, how we or you cancel your account, what to do if there is a problem and other important information.

### 3 Information about us and how to contact us

- 3.1 **Who we are.** We are Shed Space Dorset Ltd a company registered in England and Wales. Our company registration number is 10950186 and our registered office is at William House, 32 Bargates, Christchurch, United Kingdom, BH23 1QL. Our registered VAT number is 290 3658 87.
- 3.2 **How to contact us.** You can contact us by writing to us in the first instance at [contact@shedspace.com](mailto:contact@shedspace.com).
- 3.3 **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address you provided to us in your registration details.
- 3.4 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

### 4 The ShedSpace Service

- 4.1 **Registration.** To register as a Host or Guest, you will need to provide your name, address, contact telephone number, email address and bank details [user name and password?] using our online form, and agree to these terms and conditions by checking the tick box provided.

- 4.2 **How we will confirm your registration.** We will email you to confirm your registration, at which point a contract will come into existence between you and us for the provision of the ShedSpace Service.
- 4.3 **We only supply to the UK.** Our website is solely for Hosts and Guests within the UK. Unfortunately, we do not accept registration from Hosts or Guests based outside the UK.
- 4.4 **Listing a ShedSpace.** Registered Hosts may upload details of available ShedSpaces using our online form, including the type of ShedSpace, its location, access details, amount of storage fees and when they are to be paid. We will then make details of the ShedSpace available via the ShedSpace Service. You can edit the details of the ShedSpace at any time. Hosts have the option of paying for a **Premium Listing**, which will enhance the presentation and prominence of the listing and its location on the search and results pages.
- 4.5 **Reserving a ShedSpace.** Registered Guests can indicate an interest in a published ShedSpace by clicking on "Reserve". We will contact the relevant Host of your interest.
- 4.6 **Entering a ShedSpace Licence.** We will send both Host and Guest a pro forma ShedSpace Licence by email to agree, when a Guest reserves a ShedSpace. The standard ShedSpace Licence provides for a term of 6 months, terminable on 1 month's notice. **You should read the terms of the licence carefully before accepting its terms, and if you are in any doubt as to the meaning or effect of the terms you should take legal advice.**
- 4.7 **Varying a ShedSpace Licence.** Guests and Hosts may agree variations to the standard ShedSpace Licence supplied, subject to advising ShedSpace of any variations, **but you should take legal advice before doing so.**
- 4.8 **When does a ShedSpace Licence commence.** A ShedSpace Licence commences when both Host and Guest accept the terms by clicking on the relevant button on their user profile.
- 4.9 **We do not warrant that ShedSpaces are fit for purpose.** Guests are encouraged to visit ShedSpaces to confirm their suitability for any intended purpose prior to agreeing to a ShedSpace Licence.

## **5 Hosts' obligations**

- 5.1 If you are a Host you must:
- 5.1.1 ensure that any details you provide regarding yourself or your ShedSpace are and remain complete, up-to-date, accurate and not misleading;
  - 5.1.2 respond promptly to enquiries from Guests, bookings and other communications, at the latest within 24 hours of receiving messages;
  - 5.1.3 pay fees for Premium Listings promptly;
  - 5.1.4 not use the ShedSpace Service, or information obtained from the ShedSpace Service, to contact Guests to make an offer to license ShedSpace or receive payment for a licence outside of the ShedSpace Service;
  - 5.1.5 comply with the terms of any ShedSpace Licence to which you are party and with all applicable laws;

- 5.1.6 maintain the ShedSpace throughout the term of any ShedSpace Licence in such a manner that it remains suitable to store the Guest's property (or in the case of vehicles to be used for parking);
  - 5.1.7 store the Guest's property at the ShedSpace in such a manner as to protect it from damage or deterioration and in accordance with any security arrangements agreed in a ShedSpace Licence;
  - 5.1.8 provide reasonable co-operation and assistance to us or Guests in relation to any insurance claim relating to damage to Guests' property while at the ShedSpace; and
  - 5.1.9 not handle or remove Guest's property. In the event Guest's property is deemed abandoned, ShedSpace will arrange for its removal, donation or recycling through a third-party partner.
- 5.2 Hosts remain liable to us for commission on any storage fees paid on licences for ShareSpaces that have been completed outside of the ShareSpace Service, following contact with Guests made through or information obtained from the ShareSpace Service.

## **6 Guests' obligations**

- 6.1 If you are a Guest you must:
- 6.1.1 ensure that any details you provide regarding yourself are complete, up-to-date, accurate and not misleading;
  - 6.1.2 pay storage fees due under a ShedSpace Licence promptly;
  - 6.1.3 comply with all other terms of any ShedSpace Licence to which you are party and with all applicable laws;
  - 6.1.4 not use the ShedSpace Service, or information obtained from the ShedSpace Service, to contact Hosts to accept an offer to license ShedSpace or pay storage fees outside of the ShedSpace Service;
  - 6.1.5 not store any of the following in a ShedSpace:
    - (a) drugs including medical/pharmaceutical supplies and equipment;
    - (b) combustible, flammable, hazardous or toxic materials;
    - (c) any food or drinks;
    - (d) weapons of any kind, explosives, munitions or fireworks;
    - (e) animals, plants, insects, fungus or bacteria;
    - (f) anything which is considered noxious, leaks liquid or produces gas;
    - (g) anything that generates noise, produces heat, may increase in size and/or burst;
    - (h) damp, mouldy, rotten or infested items;
    - (i) money;

- 6.1.6 provide reasonable co-operation and assistance to us or Hosts in relation to any insurance claim relating to damage to a Host's ShedSpace arising from the storage of your property at the ShedSpace.

## **7 Our rights to make changes**

7.1 We may change the ShedSpace Service:

- 7.1.1 to reflect changes in relevant laws and regulatory requirements; and
- 7.1.2 to implement minor technical adjustments and improvements, for example to address a security threat. These changes will not affect your use of the ShedSpace Service.

## **8 Providing the ShedSpace Service**

8.1 We will supply the ShedSpace Service to you until you cancel your account as described in clause 9 or we cancel your account by written notice to you as described in clause 11.2. Cancellation will not affect our right to payment of commission on storage fees for the term of any Licences current as at the date of cancellation. Your payment mandate must remain live for the term of the licence.

8.2 **We are not responsible for delays outside our control.** If our supply of the ShedSpace Service is delayed by an event outside our control then we will take reasonable steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to cancel your account and receive a refund for any period in which a Premium Listing you have paid for as Host has not been published on the ShedSpace Service.

8.3 **Reasons we may suspend the ShedSpace Service.** We may have to suspend the ShedSpace Service to:

- 8.3.1 deal with technical problems or make minor technical changes; or
- 8.3.2 update the ShedSpace Service to reflect changes in relevant laws and regulatory requirements.
- 8.3.3 make changes to the ShedSpace Service as notified by us to you (see clause 7).

8.4 **Your rights if we suspend the ShedSpace Service.** We will contact you in advance to tell you if we intend to suspend the ShedSpace Service, unless the problem is urgent or an emergency. You may contact us to cancel your account for the ShedSpace Service if we suspend it, or tell you we are going to suspend it and we will refund any sums you have paid in advance for a Premium Listing in respect of the period after you cancel the account.

## **9 Your rights to cancel**

9.1 **You can always cancel your account with us.** Your rights when you cancel your account will depend on whether you have paid for a Premium Listing as Host, or entered into a ShedSpace Licence, whether there is anything wrong with the ShedSpace Service, how we are performing and when you decide to account.

9.2 **Cancelling the account or a Premium Listing because of something we have done or are going to do.** If you are cancelling an account or a Premium Listing for a reason set out at **Error! Reference source not found.** to 9.2.3 below the account/Premium Listing will end immediately and we will refund you

in full for any period during which a paid-for Premium Listing has not been published. The reasons are:

9.2.1 we have told you about an error in the price of a Premium Listing you have ordered and you do not wish to proceed;

9.2.2 we have suspended the ShedSpace Service for technical reasons, or notify you we are going to suspend it for technical reasons, in each case for a period of more than 72 hours; or

9.2.3 you have a legal right to end the contract because of something we have done wrong.

9.3 **You don't have the right to change your mind.** You do not have a right to change your mind in respect of:

9.3.1 Premium Listings, which are published instantly once you pay for them; or

9.3.2 a ShedSpace Licence.

## **10 ShedSpace Insurance for Guests.**

10.1 Registered Guests are protected under the terms of our insurance policy with Guard Hog Limited.

10.2 Summary of Cover

10.2.1 Maximum cover: £2,000 [per client].

10.2.2 Excess: £50

10.2.3 Excess applies: Each and every claim

10.3 Full details of the terms of cover are provided here.

10.4 In the first instance, if you wish to make insurance claim please contact us at: [contact@shedspace.com](mailto:contact@shedspace.com).

## **11 How to cancel your account or Premium Listing**

11.1 **Tell us you want to cancel your account or Premium Listing.** To cancel your account or Premium Listing, please let us know by email or online messaging. Email us at [contact@shedspace.com](mailto:contact@shedspace.com). Please provide your name, home address, details of the order and, where available, your phone number and email address.

11.2 **How we will refund you.** If applicable as set out in clause 9.2 above, we will refund you the price you paid for Premium Listings, by the method you used for payment, within 14 days of cancellation.

## **12 Our rights to cancel**

12.1 **We may cancel if you breach these terms and conditions.** We may cancel your account or a Premium Listing at any time by writing to you if:

12.1.1 you do not make any payment to us when it is due and you still do not make payment within 14 days of us reminding you that payment is due;

- 12.1.2 you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to operate the ShedSpace Service, for example valid payment details;
  - 12.1.3 as a Host, you use the ShedSpace Service, or information obtained from the ShedSpace Service, to contact Guests to make an offer to license ShedSpace or receive payment for storage fees outside of the ShedSpace Service;
  - 12.1.4 as a Guest, you use the ShedSpace Service, or information obtained from the ShedSpace Service, to contact Hosts to accept an offer to license ShedSpace or pay storage fees outside of the ShedSpace Service;
  - 12.1.5 do not comply with our [Acceptable Use Policy](#) or
  - 12.1.6 you breach any of your other obligations under this agreement.
- 12.2 **You may have to compensate us if you breach these terms and conditions.** If we cancel your account or a Premium Listing in the situations set out in clause 12.1 we will refund any money you have paid in advance for Premium Listings we have not provided but we may deduct or charge you reasonable compensation for any losses we will incur as a result of your breach.

### **13 If there is a problem with the ShedSpace Service**

- 13.1 **How to tell us about problems.** If you have any questions or complaints about the ShedSpace Service, please contact us. You can write to us at [contact@shedspace.com](mailto:contact@shedspace.com).

### **14 Price and payment**

- 14.1 **ShedSpace Service.** The standard ShedSpace Service is provided free of charge.
- 14.2 **Premium Listings.** The price of Premium Listings (which includes VAT) will be the price indicated on the listing pages when you placed your listing. We take all reasonable care to ensure that the price of the product advised to you is correct.
- 14.3 **ShedSpace Licence.** We charge Hosts a 20% commission on the storage fees paid under an agreed ShedSpace Licence.
- 14.4 **When you must pay and how you must pay.** We only accept payment through our payment provider Stripe:
- 14.4.1 for **Premium Listings**, you must pay in full before we publish.
  - 14.4.2 for **ShedSpace Licences**, Guests must pay storage fees at the intervals stipulated by the Host (eg weekly/monthly in arrears) for the term of the licence. We will account to Hosts monthly for the balance of any storage fees received, after deduction of our commission. We will continue to provide Hosts with a clear summary of how much you're getting paid and when.
- 14.5 **We can charge interest if you pay late.** If you do not make any payment by the due date we may charge interest to you on the overdue amount at the rate of 2% a year above the base lending rate of Barclays plc from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

- 14.6 **Guests: The Host may have rights over your property if you pay late or abandon property.** The ShedSpace Licence sets out any such rights.
- 15 Our responsibility for loss or damage suffered by you**
- 15.1 **We are not liable for loss and damage arising from or related to the ShedSpace Licence.** While we use reasonable efforts to verify a Host through an identity verification process to check sure they are who they say they are and that they are trustworthy, Guests and Hosts enter into ShedSpace Licences with each other at their own risk.
- 15.2 **We are responsible to you for foreseeable loss and damage caused by your use of the ShedSpace Service (excluding ShedSpace Licences).** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaching these terms or our failing to use reasonable care and skill to provide the ShedSpace Service. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen.
- 15.3 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the ShedSpace Service.
- 15.4 **We are not liable for business losses.** We only supply the products for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 16 How we may use your personal information**
- 16.1 **How we may use your personal information.** We will only use your personal information as set out in our [Privacy Policy](#).
- 17 How you may use material on our site**
- 17.1 We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
- 17.2 You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors.
- 18 Do not rely on information on this site**
- 18.1 The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site.
- 18.2 Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up to date.
- 19 We are not responsible for websites we link to**
- 19.1 Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not

be interpreted as approval by us of those linked websites or information you may obtain from them.

19.2 We have no control over the contents of those sites or resources.

## **20 User-generated content is not approved by us**

20.1 This website may include information and materials uploaded by other users of the site, including photographs of ShedSpaces and feedback from Guests and hosts. This information and these materials have not been verified or approved by us. The views expressed by other users on our site do not represent our views or values.

20.2 If you wish to complain about information and materials uploaded by other users please contact us on [contact@shedspace.com](mailto:contact@shedspace.com)

## **21 Uploading content to our site**

21.1 Whenever you make use of a feature that allows you to upload content to our site, or to make contact with other users of our site, you must comply with the content standards set out in our [Acceptable Use Policy](#).

21.2 You warrant that any such contribution does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

21.3 Any content you upload to our site will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you are required to grant us and other users of our site a limited licence to use, store and copy that content and to distribute and make it available to third parties for the purposes of providing the ShedSpace Service.

21.4 We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our site constitutes a violation of their intellectual property rights, or of their right to privacy.

21.5 We have the right to remove any posting you make on our site if, in our opinion, your post does not comply with the content standards set out in our [Acceptable Use Policy](#).

21.6 You are solely responsible for securing and backing up your content.

## **22 We are not responsible for viruses and you must not introduce them**

22.1 We do not guarantee that our site will be secure or free from bugs or viruses.

22.2 You are responsible for configuring your information technology, computer programmes and platform to access our site. You should use your own virus protection software.

22.3 You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by

disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

## **23 Rules about linking to our site**

- 23.1 You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.
- 23.2 You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.
- 23.3 You must not establish a link to our site in any website that is not owned by you.
- 23.4 Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page.
- 23.5 We reserve the right to withdraw linking permission without notice.
- 23.6 The website in which you are linking must comply in all respects with the content standards set out in our [Acceptable Use Policy](#).
- 23.7 If you wish to link to or make any use of content on our site other than that set out above, please contact [contact@shedspace.com](mailto:contact@shedspace.com).

## **24 Other important terms**

- 24.1 **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.
- 24.2 **You need our consent to transfer your rights to someone else (except that you can always transfer our guarantee).** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing..
- 24.3 **Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 24.4 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 24.5 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.
- 24.6 **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by the law of England and Wales and you can bring legal proceedings in respect of the ShedSpace Service in the courts of England and Wales. If you live in Scotland you can bring legal proceedings in respect of the ShedSpace Service in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the ShedSpace Service in either the Northern Irish or the English courts.