



STOREBOX

Dein Lager nebenan

GTC

General terms and conditions

Still have questions?

E-mail: service@yourstorebox.com

Web: www.yourstorebox.com

General terms and conditions (GTC) for Storebox

The GTC below are an integral part of the Contract.

1 Concluding a Storage Contract

The presentation of storage spaces on the website is not a legally binding offer, but an invitation to book a storage space (hereinafter 'compartment') for storage purposes. Errors excepted. A Storage Contract is concluded when you click on the 'Pay and book now' or 'Buy now' button in the online booking process. The 14-day right of cancellation only applies to contracts with consumers that are concluded as 'long-distance and foreign business' in accordance with the Distance Selling Act (see Directive 2011/83/EU). The booking confirmation, which includes the Storage Contract and the first invoice, will be sent by e-mail to the e-mail address saved in the customer account immediately after booking.

2 General rights and obligations of the Customer

In accordance with the following contractual terms and conditions, the Customer has the right to use the compartment exclusively for storage purposes. On payment, this right applies from the start of the storage period (which corresponds to the start of the Contract) until the end of the Storage Contract.

3 Acquisition/return of the compartment

- 3.1 The Customer must check the compartment when they acquire it. They must report any damage and/or dirt or contamination to the Safekeeping Party immediately (it is recommended that the Customer does so in text form, e.g. by e-mail, attaching evidence [e.g. photos]). If they do not do so, the Safekeeping Party shall assume that the compartment was acquired in an undamaged, clean condition.
- 3.2 At the end of the Contract, the Customer is obliged to hand over the compartment, cleaned and properly cleared, i.e. in the same condition in which it was acquired (= return). The use of cleaning agents to remove any contamination or dirt must be agreed with the Safekeeping Party in text form (by e-mail or letter) in advance. The Customer is required to adequately prove to the Safekeeping Party that they have properly vacated the compartment (for example, by sending a photo of the empty compartment) no later than the day on which the Contract ends (see point 9 of the GTC on termination).
- 3.3 In the event of a breach of the return obligation, the Customer is obliged to pay compensation for damages.
 - 3.3.1 If the compartment is not handed over in a properly clean and undamaged condition when returned, the Safekeeping Party reserves the right to clean the compartment at the Customer's expense and to bill the Customer for the cost of this or to claim compensation for damages from the Customer.
 - 3.3.2 If the Customer leaves goods/items in their compartment at the end of the Contract, the Safekeeping Party is entitled to move them to another, from the Safekeeping Party chosen location for storage at the Customer's expense and to charge an appropriate fee for the transfer and storage service provided and - after contract end and the fruitless last reminder for final clearance of 4 weeks ('**final warning**') or the prior consent of the Customer - to sell or auction the goods/items or, if transfer or auction is not economically viable (particularly if the items left behind are rubbish or items that obviously have no value) or the Customer has not picked up the items after a reasonable period of time despite receiving written notification to do so (by e-mail or letter), to dispose of the items at the Customer's expense.
 - 3.3.3 If the Customer does not return the compartment on termination of the Contract, the Safekeeping Party is entitled to charge the agreed fee as compensation.

4 Access to the storage building/premises and the compartments

- 4.1 From payment of the first storage fee in full, the legitimate Customer shall have access to the storage building and their compartment during the general opening hours, which are Monday to Sunday, from midnight to midnight (see restrictions below).

- 4.2 The opening hours for all locations are provided online. The Safekeeping Party reserves the right to set special temporary opening hours in addition to the general opening hours mentioned or to restrict the general opening hours. Special temporary opening hours may be set if there is a legitimate interest in this or just cause. There is a legitimate interest in particular if conversions, modernisation work or maintenance and repair work have to be carried out on the storage building or adjacent structural elements. Changes to the opening hours must be communicated to the Customer in writing (by e-mail or letter) in good time (at least 2 weeks prior to the amendment).
- 4.3 The Safekeeping Party has the right to refuse the Customer direct access to Storebox in the event of a breach of Contract or default of payment that lasts more than 45 calendar days. The storage service will continue to be provided, therefore the fee has to be paid in full and the Customer has no claim to compensation for damages or reduction in price. The Customer can only use the additional service of direct access (see point 0, '24/7 access to storage facilities') following timely payment and when conducting themselves in line with the Contract.
- 4.4 The Safekeeping Party shall not be liable if access to the compartment is not possible for technical reasons or force majeure. Any claims for compensation for damages, reductions in price or other claims cannot be asserted against the Safekeeping Party in this case.
- 4.5 Only the Customer or a person authorised in writing or accompanied by the Customer is authorised to enter the storage premises. Authorisation must be sent to the Safekeeping Party by e-mail or letter in advance. The Customer is responsible for ensuring that all authorised persons comply with the GTC and the Storage Contract and may revoke such authorisation at any time in writing. Where available, the Safekeeping Party's house rules apply to entering the premises and the storage building. Applicable house rules have to be given to the customer at the latest at contract start in writing. The Safekeeping Party has the right, but is not obliged, to demand identification from anyone who wants to enter the premises and, if suitable identification cannot be provided, to refuse entry. Driver's licences and/or identification cards are suitable identification methods.
- 4.6 Herewith the Customer permits the Safekeeping Party or any person authorised by the Safekeeping Party to open the compartment and to enter it.
- 4.7 The Safekeeping Party has the right to open and enter the compartment without prior notification and in the absence of the Customer.
- 4.8 The Safekeeping Party is obliged to securely lock a compartment they have opened or a person authorised by them has opened after leaving it using a suitable means of locking at its own expense and to return access to the Customer.

5 Use of the storage compartment by the Customer

- 5.1 The Safekeeping Party will store the Customer's goods/items in the compartment assigned to the Customer according to the Customer's specifications and—in accordance with the Customer's specifications—will ensure that the goods/items are carefully stored or will allow the Customer to store them accordingly.
- 5.2 The Customer must ensure that goods/items are not stored higher than the upper edge of the storage compartment.
- 5.3 The Customer must take the interests and property of third parties into consideration at all times.
- 5.4 The Customer is not permitted to sublet the compartment in whole or in part, or to allow third parties to use it without the Safekeeping Party's consent.
- 5.5 The Customer confirms that the items/goods kept in the compartment are their property or are in their legal possession. This means that the person(s) to whom the items/goods belong has (have) given them power of disposition over these goods and they have been permitted to keep the goods in the compartment. In addition, the Customer confirms that the items/goods do not violate statutory provisions and/or third-party property rights.
- 5.6 Storage or safekeeping is not permitted for the following goods/items/materials:
 - › food or perishable goods, unless they are securely packaged such that they are protected against any attacks by pests and do not attract pests (e.g. canned food, etc.);
 - › living beings of any kind (animals, plants, fungi; dead or alive);

- › flammable or inflammable substances and liquids, e.g. petrol/diesel, gas, solvents, oil, paint, batteries, power packs, etc.;
 - › pressurised gas; weapons, ammunition, explosives; radioactive substances, biological/chemical substances; toxic waste, asbestos or other potentially hazardous materials/substances;
 - › anything that emits smoke and/or odour; materials/substances that could affect third parties as a result of their emissions;
 - › any prohibited substances and items or items that have been acquired illegally;
 - › clothing (especially fur coats) unless they are securely packed (airtight); the storage of new, unworn, packaged clothing is only permitted in consultation with the Safekeeping Party; and
 - › cash, jewellery, stamp and coin collections, real carpets, works of art and antiques.
- › Furthermore, the Customer is not allowed to store items/goods that exceed the value of the insurance cover they have purchased (for minimum insurance cover see GTC point 11.1) or the maximum floor load of 500 kg/m². To store goods that are of higher value, the Customer must obtain appropriate insurance cover from the Safekeeping Party or provide evidence of appropriate cover (see point 11 of the GTC).

5.7 The Customer is obliged to immediately alert the fire department in case of fire.

5.8 It is forbidden for the Customer and any other person to:

- 5.8.1 use the compartment, building or premises in such a way that other customers, neighbours, or the Safekeeping Party are or could be disturbed or affected;
- 5.8.2 engage in any activity on the premises, with the exception of loading and unloading the compartment with items/goods;
- 5.8.3 place or store items on the premises outside the compartment;
- 5.8.4 use the compartment as an office, apartment, or business address;
- 5.8.5 attach anything to the wall, ceiling or floor of the compartment or make any changes to the interior or exterior of the compartment without the Safekeeping Party's approval;
- 5.8.6 let emissions of any kind escape from the compartment or storage building; and
- 5.8.7 obstruct or hinder traffic and other people on the premises in any way.

5.9 Smoking and the consumption of alcohol are strictly forbidden in the storage building as well as on the whole premise.

5.10 If the Customer meets the conditions of point 5 and only uses the compartment to store goods/items in accordance with point 5.5, the Safekeeping Party shall assume liability for the storage of goods/items, where the Safekeeping Party is only liable to the extent of the insurance cover taken or proven.

6 Alternative compartment

- 6.1 If there is an important reason (e.g. necessary repairs, modifications, official instructions, etc.), the Safekeeping Party is entitled to request that the Customer vacate their compartment within 10 working days and move the goods to an alternative compartment of comparable size ('comparable compartment'). This request must be made in text form (by e-mail or letter) prior to vacation.
- 6.2 If the Customer does not comply with this request on time, the Safekeeping Party is entitled to open the compartment itself and, in the absence of the Customer, move the goods to a comparable compartment. This transfer may also be carried out by a third party and in this case, is at the risk and expense of the Customer.
- 6.3 If items/goods are transferred to a comparable compartment in accordance with point 6, the existing Storage Contract remains in effect without changes; the transfer does not affect the existence of the Storage Contract. There is no entitlement to the reimbursement of costs or a transfer back to the original compartment.

7 Other Safekeeping Party services

7.1 In addition to the storage service and insurance coverage, the following additional Safekeeping Party services are also included in the under point 8.2 agreed fee:

7.1.1 General Safekeeping Party services

- › 24/7 access to the compartment using a personalised code (subject to points 4.3, 4.2 and 8.1.2);

- › Sensor monitoring for humidity and temperature; the Customer may access the figures recorded via the online customer portal, but the Safekeeping Party assumes no liability for specific minimum or maximum values or the correctness of the shown values;
- › Online customer portal with the option to access contracts, invoices, access codes and measurement values;
- › Video surveillance by the Safekeeping Party;
- › Generation of replacement and inspection codes;
- › Access tracking based on code & location;
- › Replacement of locks at the Safekeeping Party's expense in the event of a technical error, unless the Customer is culpable for causing the damage;

7.1.2 Advisory services

- › Customer advice regarding the correct packaging or storage/safekeeping;
- › Customer advice on the suitable size and scope of the storage space;
- › Customer advice on suitable insurance amount and selection of termination dates;
- › Support with requests to change contracts (sum insured, termination dates);
- › Support with determining the best location;
- › Support with setting up the online customer account;
- › Support with any site access problems (technical issues and forgotten codes);
- › Remote customer visits (prior to signing a contract and in the event of any change requests);
- › Support with changing compartments as part of the services mentioned in point 0;
- › Problem hotline (also available at the weekend);

7.1.3 Other services

- › Regular site cleaning (as required and at the Safekeeping Party's discretion);

7.2 On request, the following services can also be used for a separate fee:

- › Independent access management tool;
- › Postal shipping of contract and invoices;
- › Advice regarding & arrangement of suitable transportation services (fee only applies to actual transportation services);

7.3 The Safekeeping Party shall ensure easy access to the storage facility and proper conditions in the storage facility. Conditions or changes off-site, e.g. public parking spaces, do not fall under the Safekeeping Party's responsibility and are outside of its sphere of influence. Therefore, they do not form part of the service nor are they an integral part of the Contract.

7.4 The Safekeeping Party reserves the right to evaluate the additional services offered and how they are used at irregular intervals and to adapt the offering accordingly.

8 Fee, deposit, and terms of payment

8.1 Deposit

8.1.1 The Safekeeping Party is obliged to demand that a deposit is collected as a contractual term. Before the Contract is concluded, the Customer will be informed of the amount of any deposit to be paid and this will be noted in the Contract.

8.1.2 If a deposit is required from the Safekeeping Party, this is due immediately and must be paid in order to gain access to the storage space. The Safekeeping Party's claim for payment remains unaffected by default by the Customer and the resulting delayed access options due to the provision of storage from the start of the Contract.

8.1.3 After the Storage Contract comes to an end and the compartment is returned in a proper, timely manner, the deposit will be returned without interest, using details to be provided by the Customer within 15 working days at the latest.

8.1.4 The Safekeeping Party is entitled to reduce the deposit by the amount necessary for the following reasons:

- › compartment cleaning (see point 3.3 of the GTC);
- › removal of any damage or contamination;
- › recovery of lost, damaged, or unreturned NFC chips/padlocks;
- › outstanding storage fees, arrears for any additional services booked, fees associated with the Contract and/or penalties due to default; and
- › disposal of items/goods left behind (under consideration of contract point 5 and GTC point 3.3.2).

- 8.1.5 Any monetary transaction charges incurred as a result of repaying the deposit using the bank details provided by the Customer are to be borne by the Customer.
- 8.1.6 The Customer is obliged to pay the deposit amounts used during the contractual term up to the agreed amount.
- 8.2 Fee, due date, payment
- 8.2.1 The monthly fee consists of the fee for the storage service as well as any additionally booked service (cf. contract side letter regarding 'upsellings').
- 8.2.2 The fee component amounts are regulated in the Storage Contract.
- 8.2.3 The fee is due for payment in advance. The billing period is one month. The billing date is the respective date on which the storage period begins. In cases of doubt, this is the last day of the month.
- 8.2.4 The payment methods currently accepted are credit card, direct debit, PayPal and payment on account. The Safekeeping Party does not charge any fees for different payment methods. The Customer is not entitled to pay via a specific payment method. The Safekeeping Party may change the payment methods. If a payment method chosen by the Customer is no longer accepted, the Customer will be notified of this in writing (by e-mail or letter) and their payment method changed to payment on account, unless otherwise requested by the Customer.
- 8.2.5 The Safekeeping Party may use different payment providers to settle bills. These are displayed to the Customer when booking. By choosing the payment method, the Customer allows the Safekeeping Party to transmit all of the data required to settle bills or pay current and future bills to the payment method provider and also agrees to the provider's GTC. This payment method may be used to collect all charges such as fees billed to the Customer until written cancellation by the Customer (by e-mail or letter).
- 8.2.6 If an automated payment for a bill using the payment details provided by the Customer fails (e.g. chargeback for direct debit mandates authorised by the Customer, failed credit card or PayPal debits), the Customer is required to pay the Safekeeping Party a fee per failed payment for processing by the Safekeeping Party in addition to any monetary transaction charges. The concrete fee is specified in the storage contract. If an automated payment is not legal, the Safekeeping Party must bear any costs incurred. The Safekeeping Party may, after notifying the Customer in writing, initiate collection of the payment again within 14 calendar days, using the payment method on file, given that the customer did not provide the Safekeeping Party with new payment details in the meantime.
- 8.2.7 To maintain value stability, the agreed fee is based on the development of the country-specific indices listed below. For this purpose, the index number announced for the month and year in which the Contract was concluded or adjusted for the last time shall be the base index number. The calculation shall be based on the base year applicable in each case. The value stability agreed applies to all agreed amounts (particularly any additional services booked). The Safekeeping Party is entitled, but not obliged, to adjust the storage value each calendar year. All changed rates are to be calculated to one decimal place. The Customer must receive notification of any changes at least 2 weeks in advance, including notification of the time of the fee increase, by letter or e-mail.
- The following country-specific indices (applicability is determined by the country of storage place) or an index that will replace this index in the future are defined as base:
- Austria: Consumer Price Index published by Statistics Austria,
 - Germany: Consumer Price Index published by Destatis (Federal Bureau of Statistics of Germany),
 - Switzerland: Country index of consumer prices published by the Swiss Federal Statistical Office (federal authorities of the Swiss Confederation),
 - Luxembourg: national consumer price index published by STATEC (National Institute of Statistics and Economic Studies of the Grand Duchy of Luxembourg),
 - Belgium: consumer price index published by Statbel (Directorate-General Statistics – Statistics Belgium),
 - Netherlands: consumer price index published by CBS (Centraal Bureau voor de Statistiek)

8.3 Non-payment of a fee, payment default

8.3.1 If the Customer does not pay the fee within a reasonable payment term (within 7 calendar days), they shall be in default. In the event of default, the Safekeeping Party may charge default interest at the statutory rate. In addition, a processing fee for internal expenses (e.g. writing letters, internal communication) and additional costs (e.g. printing and postage fees) is due per transaction if a payment is more than 7 calendar days late. The height of the processing fee is specified in the storage contract. The Customer is also required to pay any collection costs, e.g. debt collection agency costs and legal or court costs.

8.3.2 The Safekeeping Party reserves the right to assert further rights and claims.

8.4 Contractual lien

8.4.1 To collateralise all claims the Safekeeping Party incurs against the Customer from or in connection with this Contract (claim to storage fees, claim to default interest, claim to reimbursement of the cost of any necessary prosecution in court or out of court, claim to compensation for damages), the Customer shall grant the Safekeeping Party a lien over the goods/items the Customer stores in the compartment.

In this context, the Customer grants the Safekeeping Party the right to deny the Customer access to the premises and the compartment, and to add an additional lock to the compartment. These measures can be taken regardless of whether or not the Safekeeping Party has terminated/cancelled the Storage Contract. Exercising this right does not affect the Customer's obligation to settle the Safekeeping Party's outstanding receivables.

8.4.2 At the Safekeeping Party's request, the Customer is obliged to hand over to the Safekeeping Party the goods/items pledged under point 8.4.1. If the Customer does not comply with this handover obligation, the Safekeeping Party is entitled to access the compartment and independently collect the pledged goods/items, i.e. without the Customer's involvement.

8.4.3 Any statutory lien remains unaffected.

9 Termination of the Contract/termination dates & changes

9.1 Both Contracting Parties are entitled to ordinary termination of the Storage Contract on the termination dates set out in the Contract. Cancellation is possible on these dates with a notice period of 2 weeks (14 calendar days). Any waiver of termination is stipulated in the respective Storage Contract.

9.2 The termination dates are regulated in the Storage Contract (every month, every 6 months or every 12 months, for example). The Customer may request that the termination dates are changed for future periods in writing (by e-mail or letter) before the start of the contractually valid notice period. This change requires the consent of the Safekeeping Party and involves adjusting the monthly fee; this is generally done in accordance with the tiered pricing model applicable at the time. This change is only valid for periods after the current notice period.

9.3 Termination by the Customer must take place via the [online customer account](#). This ensures the correct transmission of all data necessary for the lawful termination and end of the Contract. If use of the online customer account is not acceptable for a Customer, termination is possible in writing (by e-mail or letter). In this case, the Customer bears the risk and responsibility of providing all information necessary for terminating the Contract in a timely manner (received by the Safekeeping Party 14 calendar days prior to the termination date).

9.4 If the Customer fails to give notice of the official return after submitting the notice of termination (see points 3.2 and 9.3), a new storage contract shall be created by applying the currently valid price scale, which can be terminated monthly on a termination date specified in the storage agreement subject to a notice period of 2 weeks. The notice of termination must be submitted via the online customer account.

9.5 The Safekeeping Party has the right to annul the contractual relationship immediately if there is good cause. As an example, good cause is where a compartment is used in way that is in breach of Contract, with particular reference to a violation of points 4.5, 5, 6 or 8 (regardless of any warnings issued) or criminal intent with respect to the use of the storage service and if the Safekeeping Party ceases its business activities where the compartment is located for whatever reason.

10 Opening a compartment, clearing arrangement, contractual penalty for any delay in clearance

- 10.1 Both Parties agree that opening a compartment, which is carried out by the Safekeeping Party in accordance with the provisions of this Contract (cf. GTC points 4.6 and 4.7), does not constitute unlawful entry, and is in fact explicitly permitted. In such a case, the Customer shall therefore refrain from filing a lawsuit of any kind.
- 10.2 If the Customer does not return the item or does not return it properly when the Contract is terminated, the Safekeeping Party is entitled to claim a contractual penalty of 100% of the storage fee in addition to the fee for use, which is not subject to judicial moderation and is independent of evidence of damage or any fault. Further legal remedies and the assertion of excessive damages remain reserved. In addition, the Customer is required to pay the agreed monthly fee until the compartment is properly returned.

11 Insurance

- 11.1 The Customer is obliged to obtain minimum insurance cover for their compartment. This minimum insurance has to be obtained from the Safekeeping Party. The following minimum coverages apply per country:
- Austria / Germany / Luxembourg / Belgium / Netherlands: at least 2.000,00 EUR per compartment
 - Switzerland: at least 2.000,00 CHF per compartment
- 11.2 The Customer is free to choose a higher amount of insurance cover via the Safekeeping Party's booking portal or to take out additional insurance for the stored goods with another insurance company.
- 11.3 If the Customer obtains a higher amount of insurance cover from an external party (i.e. not via the booking portal), the Safekeeping Party must be sent confirmation of this cover in writing (by e-mail or letter) in order to increase the permitted storage value (storage value = present value of all stored goods/items). The Safekeeping Party is free to increase the permitted storage value after checking the terms and conditions of the policy, and may refuse to increase the value, for example if there is no cover for damage.

12 Data protection

The Safekeeping Party's privacy policy applies. You can find all of the data protection regulations separately on the [data protection page](https://www.yourstorebox.com) for <https://www.yourstorebox.com>.

13 General contractual terms and conditions

- 13.1 All written communications from the Safekeeping Party or the Customer must be sent to the address (e-mail or postal address) of the Safekeeping Party or Customer either specified in the Storage Contract or last provided to the Safekeeping Party or Customer in writing (by e-mail or letter). Both Contracting Parties are obliged to notify the other Contracting Partner of any changes to the addresses specified in the Contract immediately in writing (by e-mail or letter).
- 13.2 E-mail ('electronic mail') is agreed as the primary means of contact. All documents that are of contractual relevance for the Customer shall be sent to the e-mail address provided by the Customer. The Customer is required to check their e-mail inbox on a regular basis. The Customer has the right to send all enquiries meant for the Safekeeping Party in text form via e-mail (unless otherwise provided by law).
- 13.3 Only the terms and conditions set out in these General Terms and Conditions and in the written Storage Contract apply. There are no other supplementary agreements or verbal subsidiary agreements.
- 13.4 The Safekeeping Party reserves the right to adjust the GTC etc. on the basis of changes to laws, jurisdiction or economic circumstances. Any changes to the GTC which would become valid for existing customers will be communicated to the Customer in writing (by e-mail or letter) 1 month before the change is made. If the Customer does not object to this change in writing (by e-mail or letter) within 1 month, the new GTC shall be deemed to be accepted.

- 13.5 Road traffic regulations apply on the Safekeeping Party's premises. All instructions issued by the Safekeeping Party must be followed.
- 13.6 In order to avoid any potential charges under the Public Charges Act (German: 'Gebührengesetz'), it is agreed that the Safekeeping Party shall not sign the document. The Storage Contract comes into effect after the Customer has booked and the booking confirmation has been sent via e-mail to the Customer, including the Storage Contract. Regardless of this, any Contract fees must be borne by the Customer.
- 13.7 The Customer declares that they agree to their data being collected and processed by IT.
- 13.8 For the purpose of monitoring and protecting the storage premises and the stored items, the Customer accepts that there will be video recordings and that these will be saved on the premises/in the property, especially in storage building corridors. The main purpose of saving videos is to avoid theft and to preserve evidence in the event of criminal offences on or in the storage facility. This protection is part of Storebox's services (see point 7.1.1).
- 13.9 If provisions of the Storage Contract or these General Terms and Conditions violate mandatory statutory provisions, or are or become invalid either in whole or in part, this shall not affect the validity of the remaining provisions. In such case, the invalid provision shall be replaced by a provision that achieves or at least comes as close as possible to the economic purpose intended by the invalid provision by way of interpretation, reinterpretation or supplementation, to the extent permitted by law. The Contracting Parties are mutually obliged to supplement the invalid provision with a corresponding valid provision that has effect for the future.
- 13.10 For the Storage Contract, including the question of its effective and legal entry into force, as well as its anticipatory and after effects, shall be subject to the Austrian law. The place of jurisdiction shall be Vienna, Austria (except strict legal requirements in regards to contracts with consumers).
- 13.11 If the booking is made as a consumer and this person has their habitual residence in another country at the time the booking is made, the application of the mandatory legal provisions of this country remains unaffected by the choice of law made in 13.10.