

From: [Barclay Road Residents](#)
To: [Mickenna Lorna_H&F](#)
Subject: 3) EVIDENCE 3 Fwd: Confusing (old) hours stated in H&F Planning Rep against Access Storage 21 Effie Road. 2024/00422/LAPR Booze Delivery 30 July zoom 18:30 hearing
Date: 18 July 2024 14:24:11
Attachments: [Scrab Planning hours 2019_01157_VAR.png](#)
[2019_01157_VAR-2577812.pdf](#)

Lorna

Just to make sure you received this email and pdf plus screen shot, on 16 July, this is a reminder request to pls include this email trail and the pdf into the Agenda Pack as further evidence to support our Representation as well as to clarify the actual 'operating/opening hours' found at Condition 22 in the most recent planning decision 2019/01157/VAR for variations to previously approved development at 21 Effie Road. I hope that Planning is on the case to verify this and correct their mistake. Thank you.



14:50



public-access.lbhf.gov.uk



- 21) No advertisements shall be displayed on or within the development or on the external elevations of the buildings hereby approved without details of the advertisements having first been submitted to and approved in writing by the Council.

To ensure a satisfactory external appearance and to preserve the integrity of the design of the building, in accordance with Policies DC1, DC4, and DC8 of the Local Plan 2018.



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2019/01157/VAR

- 22) The operating/opening hours of the self storage/office facility are limited to between 7am and 10pm, Monday to Friday, 8am-10pm on Saturday and 8am-8pm on Sunday and Bank Holidays, unless otherwise agreed in writing with the Council. No customers shall be on the premises or deliveries shall occur in connection with the uses outside of these times.

In order that noise disturbance which may be caused by customers leaving the premises is confined to those hours when ambient noise levels and general activity are sufficiently similar to that in the surrounding area, thereby ensuring that the use does not cause demonstrable harm to surrounding residents, in accordance with Policies DC1, HO11 and CC11 of the Local Plan (2018).

- 23) No occupier of the residential dwellings with the exception of disabled persons who are blue badge holders, shall apply to the Council for a parking permit or retain such a permit. If such a permit is issued to a resident of the development, it shall be surrendered to the Council within seven days of receipt.

In order to ensure that the development does not harm the existing amenities of the occupiers of neighbouring residential properties by adding to the high level of on-street car parking stress in the area, in accordance with Policy T4 of the Local Plan (2018).

- 24) The six dwellings hereby permitted shall not be occupied until such time as a scheme

has been submitted to and approved in writing by the local planning authority to ensure that all occupiers, other than those with disabilities who are blue badge holders, have no entitlement to parking permits from the council and to ensure that occupiers are informed, prior to occupation, of such restriction. The dwellings shall not be occupied otherwise than in accordance with the approved scheme unless prior written agreement is issued by the Council.

In order that the prospective occupiers of the residential units concerned are made aware of the fact that they will not be entitled to an on-street car parking permit, in the interests of the proper management of parking, and to ensure that the development does not harm the existing amenities of the occupiers of neighbouring residential properties by adding to the already high level of on-street car parking stress in the area, in accordance with Policy T4 of the Local Plan (2018).

- 25) The use hereby approved shall not commence prior to the provision of the seven customer car parking spaces for the office development as indicated on approved drawing P_004 Rev 5 and P_005 Rev 2. The parking spaces shall be marked out and shall be identified as being for the use of customers only. The parking spaces shall thereafter be retained in this form.

The customer car spaces within the office development hereby approved shall be



[Redacted]

[Redacted] forwarded message:

From: Charlotte Dexter [Redacted]
Date: 17 July 2024 at 12:05:44 GMT+2
To: Lorna McKenna <Lorna.Mckenna@lbhf.gov.uk>
Cc: James Carelton <james.carelton@lbhf.gov.uk>

[Redacted], Barclay Road Residents
[Redacted], Neil H&F <neil.milligan@lbhf.gov.uk>

Subject: Confusing (old) hours stated in planning Rep against Access Storage 21 Effie Road. 2024/00422/LAPR Booze Delivery 30 July zoom 18:30 hearing

Dear Lorna/Licensing

Without prejudice to my contention that a licence should not be granted at all, I would like to make the Licensing Committee aware that the planning hours stated in the email you sent around yesterday 16 July to all who made Representations regarding the Applicant willingness to reduce hours, seem to me to be incorrect; (7am is incorrect, 11pm is incorrect etc). These hours are found on page 5 of the decision letter for 2010/00531/FUL 21 Effie Road SW6 Access Self Storage but they were long ago changed in decisions 2015/04542/VAR and more recently on 10 Nov 2021 when 2019/01157/VAR was decided.

I copy LBHF Planning officers Neil Milligan and James Carlton. This needs clarification by them, as I am not clear who made the Planning Rep. That is why I asked you/LBHF licensing authority on what basis LBHF Planning set out those seemingly incorrect hours in their Representation against the Booze Delivery application. Of course, I have not seen the Representation.

Request:

The planning application and its decision doc of 2019/01157/VAR 21 Effie Road took much energy on residents' part
-to reduce hours to protect further our amenity by limiting noise nuisance through opening/operating reduced hours
-and not harming children at 7am of the those surrounding houses and flats especially those/ours directly at the curtilage of Access Self Storage when they are taking their last minutes of sleep before awaking for school (opening is now earliest 8am),
- along with other agreements relevant to the Booze Delivery application, including that the building is only for self-storage and not for businesses to establish their presence or address in a self-storage unit, nor to deliver from it.
-as well, the traffic plan and vehicular movements assume only occasional ingress and egress by a self-storage customer, not many vehicular movements per hour.

We need to efficiently establish the facts for the Committee, before the 30 July 18:30 Zoom hearing, as Licensing activities cannot be carried out outside of planning hours. This email of mine/ours seeks to do just that.

1) I attach one screen shot, for ease, of Condition 22 of the LBHF planning decision 2019/01157/VAR —decision date was 10 Nov 2021—for 21 Effie Road (Access Self Storage).

Condition 22 is at top of page 7.

2) I ATTACH the pdf of the entire decision.

3) Pls add this email trail and these two attachments as further evidence to support our Rep against this licensing application Booze Delivery.

C

[Redacted]
Barclay Road Conservation Area Neighbourhood Watch
[Redacted]

On 17 Jul 2024, at 10:53, Mckenna Lorna: H&F <Lorna.Mckenna@lbhf.gov.uk> wrote:

Hi [Redacted]

The report will be sent to be published on Friday the 19th July. I would need to receive your additional information by Thursday evening so I can action it Friday morning.

Apologies that I missed your call yesterday. Planning have withdrawn their representation now the hours have been reduced. This will be detailed in the report.

In regards to the application number it is Ref No. 2010/00531/FUL.

If you need anything else, please let me know.

Kind regards
Lorna McKenna
Licensing Compliance Officer
Licensing
Place Department
Hammersmith & Fulham Council
020 8753 3081
07786747257
www.lbhf.gov.uk

-----Original Message-----

From: Barclay Road Residents [REDACTED]
Sent: Tuesday, July 16, 2024 9:05 PM
To: Mckenna Lorna: H&F <Lorna.Mckenna@lbhf.gov.uk>
Cc: [REDACTED]
Subject: Agenda Pack Date 2024/00422/LAPR Booze Delivery 30 July Zoom 18.30 hearing

Dear Lorna

I am pulling together quite a bit to support our Rep and want to get this to you for the Agenda Pack vs a last minute Supplemental. Could u pls tell me what day you intend to publish.

Also, I left u a voicemail today re the suggested reduced hours that you sent around today 16 July. The hours stated are not correct, thus, my request re the source that Planning referenced in their Rep. I obviously have not seen their Rep. Pls could you tell me the source ie the planning application number that was referenced in the Rep (which should have been attached to their Rep).

Tx so much.

[REDACTED]

Jon Dingle
Jon Dingle Ltd
29 The Green
Winchmore Hill
London
N21 1HS

10 NOVEMBER 2021

Applicant:
Access Self-Storage
c/o Agent

Application Reference: **2019/01157/VAR**

Registered on: **15th April 2019**

Town and Country Planning Act 1990

PLANNING PERMISSION TO CARRY OUT OR CONTINUE DEVELOPMENT WITHOUT COMPLYING WITH CONDITION(S) IMPOSED ON A PREVIOUS PLANNING PERMISSION

Location and Description:

21 Effie Road London SW6 1EN

Variation of Condition 2 (approved drawings), 6 (materials), 16 (entrance arrangements), 19 (refuse), 29 (landscaping), 34 (SUDS), 35 (preliminary risk assessment), 36 (site investigation scheme), 37 (quantitative risk assessment), 38 (remediation method statement), 39 (verification report) and 40 (long term monitoring) and removal of conditions 32 (archaeological preservation) and 41 (build contract) of planning permission reference: 2015/04542/FUL dated 22nd February 2017 for the "Erection of a terrace of 4 x three-storey houses plus basement; alterations to the existing self-storage facility by the erection of extensions at ground, first and second floors to the southern elevation for Class E(g)(i) (Office) use and additional Class B8 (self-storage) space, erection of an infill extension on the northern elevation at second and third floor level, and the erection of an additional floor at roof level; erection of a replacement single storey electricity sub-station (south east corner) of site; reconfiguration of vehicular access/egress to enter site via Effie Road and exit via Argon Mews, and associated car parking and landscaping." (as amended by 2021/03122/NMAT) for the rearrangement of the cycle store and parking arrangements, use of ground floor extension for Class B8 (self-storage) purposes rather than Class E (office), use of part of third floor for Class E (office) space instead of existing Class B8 (self-storage) space, and alterations to the appearance and window arrangement of the extended Class E/B8 building; change of trigger points for submission of details for conditions 6, 16, 19, 29, 34, 35, 36, 37, 38, 39 and 40; and delete conditions 32 and 41.

Drawing Nos: P_004 Rev 5; P_005 Rev 2; P_011 Rev 0; P_012 Rev 1; P_013 Rev

1; P_014 Rev 0; P_014A Rev 0; P_031 Rev 0; P_032 Rev 2; P_033 Rev 1; P_034 Rev 0; P_040 Rev 0; P_101Rev 4; P_102 Rev 2; P_103 Rev 2; P_104 Rev 4; P_105 Rev 2; P_106 Rev 0; P_111 Rev 2; P_112 Rev 2; P_121 Rev 4; P_720

Particulars of Decision:

Planning permission granted under section 73 of the above Act.

- 2) Unless otherwise amended by any other conditions, the development shall not be erected otherwise than in accordance with the following approved drawings:

P_004 Rev 5; P_005 Rev 2; P_011 Rev 0; P_012 Rev 1; P_013 Rev 1; P_014 Rev 0; P_014A Rev 0; P_031 Rev 0; P_032 Rev 2; P_033 Rev 1; P_034 Rev 0; P_040 Rev 0; P_101Rev 4; P_102 Rev 2; P_103 Rev 2; P_104 Rev 4; P_105 Rev 2; P_106 Rev 0; P_111 Rev 2; P_112 Rev 2; P_121 Rev 4; P_720

In order to ensure full compliance with the planning application hereby approved and to prevent harm arising through deviations from the approved plans, in accordance with Policies DC1, DC4 and DC8 of the Hammersmith and Fulham Local Plan 2018.

- 3) Prior to commencement of the development hereby approved, a demolition method statement and a construction management plan shall be submitted to and approved in writing by the Council. Details shall include control measures for dust, noise, vibration, lighting, delivery locations, restriction of hours of work and all associated activities audible beyond the site boundary to 0800-1800hrs Mondays to Fridays and 0800 - 1300 hrs on Saturdays, advance notification to neighbours and other interested parties of proposed works and public display of contact details including accessible phone contact to persons responsible for the site works for the duration of the works. Approved details shall be implemented throughout the project period.

To ensure that the amenity of occupiers of surrounding premises is not adversely affected by noise, vibration, dust, lighting or other emissions from the building site, in accordance with Policies DC1, DC2, CC6, CC7, CC10, CC11, and CC12 of the Hammersmith and Fulham Local Plan 2018.

Details approved under application ref. 2017/02754/DET.

- 4) In order to safeguard the amenities of surrounding residential properties, all construction works associated with the development hereby approved shall take place only between the hours of 0800 and 1800, Monday to Friday, and between the hours of 0800 and 1300 on Saturdays. No work shall occur on Sundays or Bank Holidays.

To ensure that the amenity of occupiers of surrounding premises is not adversely affected by noise, vibration, dust, lighting or other emissions from the building site, in accordance with Policies DC1, DC2, CC6, CC7, CC10, CC11, and CC12 of the Hammersmith and Fulham Local Plan 2018.

- 5) No development shall commence until a scheme for temporary fencing and/or enclosure of the site where necessary has been submitted to and approved in writing by the Council, and such enclosure has been erected in accordance with the approved details and retained for the duration of the building works. No part of the temporary fencing and/or enclosure of the site shall be used for the display of advertisement hoardings.

To ensure that the site remains in a tidy condition during and after demolition works and during the construction phase and to prevent harm to the character and appearance of the streetscene, in accordance with Policies DC1, DC4 and DC8 of the Hammersmith and Fulham Local Plan 2018.

Details approved under application ref. 2017/02754/DET

- 6) The relevant parts of the development hereby permitted shall not commence prior to the submission and approval in writing by the Council of details and samples of all materials to be used on the external faces of the new buildings and all surface treatments, and of railings, windows and doors. No part of the development shall be used or occupied prior to the completion of the development in accordance with the approved details. The details include but are not limited to:
- a) Details of bricks, window frames, glazing, roof materials, canopy and bay window projections, parapet and doors to the Barclay Road frontage
 - b) Details of the cladding, roof materials and glazing to the office additions
 - c) Details of the gates to Argon Mews and Effie Road
 - d) Details of the front boundary wall base and fencing to Barclay Road
 - e) Details of colours and materials of the substation

To ensure full compliance with the planning application hereby approved and to prevent harm arising through deviations from the approved plans, in accordance with Policies DC1, DC4, and DC8 of the Local Plan 2018.

Part A details approved under application ref. 2019/03770/DET.

- 7) The windows to the first, second and third floors of the western and eastern sides of the office addition hereby approved shall be designed and installed so as to be fixed shut and glazed in obscure glass as shown on the drawings hereby approved, so as to avoid any overlooking of or loss of privacy to the Barclay Road properties. The southern face of the terrace at the rear of the second floor of Dwelling 1 (southernmost dwelling) is to comprise screening to a height of 1.6m. Details and samples of the obscure glazing and screening to be used shall first be submitted to and approved in writing by the Council, and no part of the extension shall be used or occupied prior to the installation of the glazing in accordance with the approved details. The privacy measures shall thereafter be retained in this form and no alterations shall be carried out to the windows to replace the obscure glazing with clear glass or to remove the screen.

In order to ensure no overlooking or loss of privacy in accordance with Policies DC1, HO11 and DC4 of the Local Plan (2018).

- 8) No plant, water tanks, water tank enclosures or other structures, that are not shown on the approved plans, shall be erected upon the roofs of the buildings hereby permitted.

To ensure a satisfactory external appearance, in accordance with Policies DC1, DC4, and DC8 of the Local Plan 2018.

- 9) No plumbing, extract flues or pipes other than rainwater pipes shall be fixed on any elevations of the building hereby approved.

To ensure a satisfactory external appearance and prevent harm to the street scene, in accordance with Policies DC1, DC4, and DC8 of the Local Plan 2018.

- 10) Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) (England) Order 2015 (or any Order revoking or re-enacting that Order with or without modification), no aerials, antennae, satellite dishes or related telecommunications equipment shall be erected on any external part of the approved buildings, without planning permission first being obtained.

In order to ensure that the Council can fully consider the effect of telecommunications equipment upon the appearance of the building in accordance with Policies DC1, DC4, and DC8 of the Local Plan 2018.

- 11) No alterations shall be carried out to the external appearance of the development, including the installation of air-conditioning units, ventilation fans or extraction equipment not shown on the approved drawings, without planning permission first being obtained. Any such changes shall be carried out in accordance with the approved details.

To ensure a satisfactory external appearance and to prevent harm to the amenities of the occupiers of neighbouring residential properties, in accordance with Policies DC1, DC4, and HO11 of the Local Plan 2018.

- 12) Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) (England) Order 2015 (or any Order revoking or re-enacting that Order with or without modification) no extensions or other form of enlargement to the development hereby permitted, nor erection of porches, outbuildings, hardstandings, storage tanks, gates, fences, walls or other means of enclosure, shall take place without the prior written permission of the Council.

Due to the limited size of the site, proximity to neighbouring properties and proposed design of the building on the site, the Council would wish to exercise future control over development which may affect residential amenity or appearance of the area, in accordance Policies DC1, DC4, DC8 and HO11 of the Local Plan 2018.

- 13) The use shall not commence until details of the measures proposed to ensure the

safety and security of users of the site, particularly late at night and when staff are not present on the premises. These shall include details of lighting and the number and location of proposed CCTV cameras, and details of how access to the premises is to be controlled and restricted to authorized persons only. The development shall be carried out in full accordance with the approved details.

To ensure that the development incorporates suitable design measures to minimise opportunities for, and the perception of, crime, in accordance with Policy D11 of the London Plan (2021), and Policies DC1 and DC4 of the Local Plan 2018.

- 14) The use hereby permitted shall not be occupied prior to the provision of the secure cycle parking facilities for the residential and office developments as indicated on approved drawings numbered P_004 Rev 5, P_005 Rev 2. The secure cycle parking facilities shall thereafter be retained.

In order to promote alternative, sustainable forms of transport, in accordance with Policy T5 of the London Plan (2021), and Policy T3 of the Local Plan 2018.

- 15) The use hereby permitted shall not commence prior to the provision and completion of the proposed new access arrangements on the Effie Road and Argon Mews frontages, as indicated on approved drawing AC39_P_010 in the planning permission 2010/00531/FUL, granted 11 April 2011. It must include separate unimpeded pedestrian access via Argon Mews. An agreement under section 278 of the Highways Act 1980 for said improvements to the footway at Effie Road and Fulham Road and the driveway crossover at Barclay Road is to be submitted to Council for approval prior to the commencement of any works.

To ensure safe and accessible pedestrian access in accordance with Policy T4 of the Local Plan (2018) and Key Principle - TR17 of the Planning Guidance Supplementary Planning Document (2018).

- 16) Details of design and appearance of the entrance gates on the Argon Mews and Effie Road frontages, and the system by which these gates will be managed and operated, shall be submitted to and approved in writing by the Council prior to the commencement of the relevant part of the development. In addition, the gates to the Effie Road entrance are required to be located 10m from the property boundary/footpath to allow for the safe queueing of vehicles. The remainder of the development shall be carried out in full accordance with the approved details.

To ensure safe and accessible pedestrian access in accordance with Policy T4 of the Local Plan (2018) and Key Principle - TR17 of the Planning Guidance Supplementary Planning Document (2018).

- 17) Prior to commencement of the development hereby approved, details of external artificial lighting shall be submitted to and approved in writing by the Council. Details shall demonstrate that vertical illumination of neighbouring premises is a maximum of 10lux at ground floor and 5lux at first and higher floor levels. The recommendations of the Institution of Lighting Professionals in the 'Guidance Notes For The Reduction Of

Light Pollution 2005' shall also be met with regard to glare and sky glow. Approved details shall be implemented prior to occupation of the development and thereafter be permanently retained.

To ensure a satisfactory external appearance and to prevent harm to the occupiers of neighbouring properties, in accordance with Policies DC1, DC4, DC8 and HO11 of the Local Plan 2018.

Details approved under application ref. 2018/02791/DET.

- 18) With exception to the roof terrace areas shown on approved drawings, no part of the remainder of the roof areas provided by the development hereby approved shall be used as a terrace or other accessible amenity space. No walls, fences, railings or other means of enclosure shall be erected around the roofs, and no alterations shall be carried out to the approved building (including the permitted roof terrace enclosures) to form access onto these roofs.

To ensure a satisfactory external appearance and so that the use of the buildings does not harm the amenities of the existing neighbouring residential properties and future residential occupiers of the development as a result of overlooking, loss of privacy and noise and disturbance, in accordance with Policies DC1, HO11 and CC11 of the Local Plan (2018).

- 19) The development shall not be occupied prior to the submission and approval in writing by the Council of full details of all refuse storage and collection arrangements on the site, and the use shall not commence prior to the implementation of the approved details. It must include provision for compost facilities and internal provision for the daily storage of waste and recycling material.

To ensure that the use does not give rise to smell nuisance and to prevent harm to the street scene arising from the appearance of accumulated rubbish, in accordance with Policies DC8, CC6 and CC7 of the Local Plan 2018.

- 20) Any refuse/recycling generated by the residential units hereby approved shall be stored in the refuse stores forming part of the details approved pursuant to Condition 19 and shall not be stored on the pavement or street.

To ensure that the use does not give rise to smell nuisance and to prevent harm to the street scene arising from the appearance of accumulated rubbish, in accordance with Policies DC8, CC6 and CC7 of the Local Plan 2018.

- 21) No advertisements shall be displayed on or within the development or on the external elevations of the buildings hereby approved without details of the advertisements having first been submitted to and approved in writing by the Council.

To ensure a satisfactory external appearance and to preserve the integrity of the design of the building, in accordance with Policies DC1, DC4, and DC8 of the Local Plan 2018.

- 22) The operating/opening hours of the self storage/office facility are limited to between 7am and 10pm, Monday to Friday, 8am-10pm on Saturday and 8am-8pm on Sunday and Bank Holidays, unless otherwise agreed in writing with the Council. No customers shall be on the premises or deliveries shall occur in connection with the uses outside of these times.

In order that noise disturbance which may be caused by customers leaving the premises is confined to those hours when ambient noise levels and general activity are sufficiently similar to that in the surrounding area, thereby ensuring that the use does not cause demonstrable harm to surrounding residents, in accordance with Policies DC1, HO11 and CC11 of the Local Plan (2018).

- 23) No occupier of the residential dwellings with the exception of disabled persons who are blue badge holders, shall apply to the Council for a parking permit or retain such a permit. If such a permit is issued to a resident of the development, it shall be surrendered to the Council within seven days of receipt.

In order to ensure that the development does not harm the existing amenities of the occupiers of neighbouring residential properties by adding to the high level of on-street car parking stress in the area, in accordance with Policy T4 of the Local Plan (2018).

- 24) The six dwellings hereby permitted shall not be occupied until such time as a scheme has been submitted to and approved in writing by the local planning authority to ensure that all occupiers, other than those with disabilities who are blue badge holders, have no entitlement to parking permits from the council and to ensure that occupiers are informed, prior to occupation, of such restriction. The dwellings shall not be occupied otherwise than in accordance with the approved scheme unless prior written agreement is issued by the Council.

In order that the prospective occupiers of the residential units concerned are made aware of the fact that they will not be entitled to an on-street car parking permit, in the interests of the proper management of parking, and to ensure that the development does not harm the existing amenities of the occupiers of neighbouring residential properties by adding to the already high level of on-street car parking stress in the area, in accordance with Policy T4 of the Local Plan (2018).

- 25) The use hereby approved shall not commence prior to the provision of the seven customer car parking spaces for the office development as indicated on approved drawing P_004 Rev 5 and P_005 Rev 2. The parking spaces shall be marked out and shall be identified as being for the use of customers only. The parking spaces shall thereafter be retained in this form.

The easternmost car space within the office development hereby approved shall be provided and reserved for persons with disabilities. A charging bay is also required within one of the seven spaces. Both spaces are to be marked out and identified as being reserved for disabled persons and charging of electric cars respectively and shall thereafter be retained in this form. The single residential car space to Barclay

Road is to be reserved for, marked out and thereafter retained as reserved for disabled persons.

To ensure the satisfactory provision and retention of disabled car parking facilities, in accordance with Policy T6 of the London Plan and Policy E3, T1 and T5 of the Local Plan 2018.

- 26) Prior to commencement of the development, details shall be submitted to and approved in writing by the Council, of an enhanced sound insulation value DnT,w and L'nT,w of at least 5dB above the Building Regulations value, for the floor/ceiling /wall structures separating different types of rooms/ uses in adjoining dwellings, namely Kitchen/living/dinning above or below bedrooms of separate dwelling. Approved details shall be implemented prior to occupation of the development and thereafter be permanently retained.

To ensure that the amenity of occupiers of the development site is not adversely affected by noise, in accordance with Policies DC1, HO11, CC11 and CC13 of the Local Plan (2018).

Details approved under application ref. 2018/02793/DET.

- 27) The noise level in rooms at the development hereby approved shall meet the noise standard specified in BS8233:2014 for internal rooms and external amenity areas. This includes any noise transmission from the substation.

To ensure that the amenity of occupiers of the development site and surrounding premises is not adversely affected by vibration, in accordance with Policies DC1, HO11, CC11 and CC13 of the Local Plan (2018).

- 28) The dwellings hereby permitted shall not be occupied until the Council has been notified in writing (and has acknowledged such notification) of the full postal address of the dwellings. Such notification shall be to the council's Head of Development Management and shall quote the planning application number specified in this decision letter.

In order that the Council can update its records to ensure that parking permits are not issued to the occupiers of the dwellings hereby approved, and thus ensure that the development does not harm the existing amenities of the occupiers of neighbouring residential properties by adding to the already high level of on-street car parking stress in the area, in accordance with policies T1 and T4 of the Local Plan 2018.

- 29) The development shall not be occupied prior to the submission and approval in writing by the Council of full details of the proposed landscaping of the site, including planting schedules. In the case of the proposed planting strip adjoining the rear boundary of the residential properties in Barclay Road, the scheme shall include only low lying planting and shrubs, which shall thereafter be maintained in this form. The approved planting shall be implemented in the next winter planting season following completion of the building works, or before the occupation and use of any part of the buildings,

whichever is the earlier.

To ensure a satisfactory external appearance and to prevent harm to the streetscape, in accordance with policies DC1, DC8 and OS5 of the Local Plan 2018.

- 30) Any tree or shrub planted as part of this consent that is removed or severely damaged, dying or becomes seriously diseased within 5 years of planting shall be replaced with a tree or shrub of similar size and species to that originally required to be planted. Only low lying replacement plants and shrubs shall be planted in planting strip adjoining the rear boundary of the residential properties in Barclay Road in perpetuity.

To ensure a satisfactory external appearance and to prevent harm to the streetscape, in accordance with policies DC1, DC8 and OS5 of the Local Plan 2018.

- 33) The development shall only be carried out in accordance with the flood mitigation measures outlined in the approved Flood Risk Assessment (FRA) and as amended by the following condition.

To reduce the impact of flooding to the proposed development and future occupants, in accordance with Policies 5I 12 and SI 13 of the London Plan (2021), and Policy CC3 of the Local Plan 2018.

- 34) Within three months of this decision a Sustainable Drainage Strategy shall be provided within an updated Flood Risk Assessment. A revised approach in terms of the attenuation levels being aimed for and the final discharge rates as well as consideration of other SuDS measures for the site are to be considered. Rainwater harvesting and green roof(s) are supported but attenuation tanks are not the preferred SuDS method where other, above ground measures are viable. This shall be submitted to and approved by, the local planning authority in consultation with the sewerage undertaker. No discharge of foul or surface water from the site shall be accepted into the public system until the drainage works referred to in the strategy have been completed.

To prevent any increased risk of flooding and to ensure the provision of sustainable drainage measures in accordance with Policy 5I 13 of The London Plan 2021; and Policy CC3 and CC4 of the Local Plan 2018.

- 35) Within three months of this decision a preliminary risk assessment report shall be submitted to and approved in writing by the Council. This report shall comprise: a desktop study which identifies all current and previous uses at the site and surrounding area as well as the potential contaminants associated with those uses; a site reconnaissance; and a conceptual model indicating potential pollutant linkages between sources, pathways and receptors, including those in the surrounding area and those planned at the site; and a qualitative risk assessment of any potentially unacceptable risks arising from the identified pollutant linkages to human health, controlled waters and the wider environment including ecological receptors and building materials. All works must be carried out in compliance with and by a competent person who conforms to CLR 11: Model Procedures for the Management of

Land Contamination (Defra 2004) or the current UK requirements for sampling and testing.

Potentially contaminative land uses (past or present) are understood to occur at, or near to, this site. This condition is required to ensure that no unacceptable risks are caused to humans, controlled waters or the wider environment during and following the development works, in accordance with Policy CC9 of the Local Plan 2018.

- 36) Within 2 months of the the approval of the preliminary risk assessment report (Condition 35), where required by this risk assessment, a site investigation scheme shall be submitted to and approved in writing by the Council. This scheme shall be based upon and target the risks identified in the approved preliminary risk assessment and shall provide provisions for, where relevant, the sampling of soil, soil vapour, ground gas, surface and groundwater. All works must be carried out in compliance with and by a competent person who conforms to CLR 11: Model Procedures for the Management of Land Contamination (Defra 2004) or the current UK requirements for sampling and testing.

Potentially contaminative land uses (past or present) are understood to occur at, or near to, this site. This condition is required to ensure that no unacceptable risks are caused to humans, controlled waters or the wider environment during and following the development works, in accordance with Policy CC9 of the Local Plan 2018.

- 37) Within three months of the approval of a site investigation scheme (Condition 36), a quantitative risk assessment report shall be submitted to and approved in writing by the Council. This report shall: assess the degree and nature of any contamination identified on the site through the site investigation; include a revised conceptual site model from the preliminary risk assessment based on the information gathered through the site investigation to confirm the existence of any remaining pollutant linkages and determine the risks posed by any contamination to human health, controlled waters and the wider environment. All works must be carried out in compliance with and by a competent person who conforms to CLR 11: Model Procedures for the Management of Land Contamination (Defra 2004) or the current UK requirements for sampling and testing.

Potentially contaminative land uses (past or present) are understood to occur at, or near to, this site. This condition is required to ensure that no unacceptable risks are caused to humans, controlled waters or the wider environment during and following the development works, in accordance with Policy CC9 of the Local Plan 2018.

- 38) Within two months of the approval of a quantitative risk assessment report (Condition 37) a remediation method statement shall be submitted to and approved in writing by the Council. This statement shall detail any required remediation works and shall be designed to mitigate any remaining risks identified in the approved quantitative risk assessment. All works must be carried out in compliance with and by a competent person who conforms to CLR 11: Model Procedures for the Management of Land Contamination (Defra 2004) or the current UK requirements for sampling and testing.

Potentially contaminative land uses (past or present) are understood to occur at, or near to, this site. This condition is required to ensure that no unacceptable risks are

caused to humans, controlled waters or the wider environment during and following the development works, in accordance with Policy CC9 of the Local Plan 2018.

- 39) Prior to the first occupation of any part of the development hereby approved, a verification report confirming the works required by the approved remediation method statement have been carried out in full has been submitted to, and approved in writing, by the Council. This report shall include: details of the remediation works carried out; results of any verification sampling, testing or monitoring including the analysis of any imported soil; all waste management documentation showing the classification of waste, its treatment, movement and disposal; and the validation of gas membrane placement. If, during development, contamination not previously identified is found to be present at the site, the Council is to be informed immediately and no further development (unless otherwise agreed in writing by the Council) shall be carried out until a report indicating the nature of the contamination and how it is to be dealt with is submitted to, and agreed in writing by, the Council. Any required remediation shall be detailed in an amendment to the remediation statement and verification of these works included in the verification report. All works must be carried out in compliance with and by a competent person who conforms to CLR 11: Model Procedures for the Management of Land Contamination (Defra 2004) or the current UK requirements for sampling and testing.

Potentially contaminative land uses (past or present) are understood to occur at, or near to, this site. This condition is required to ensure that no unacceptable risks are caused to humans, controlled waters or the wider environment during and following the development works, in accordance with Policy CC9 of the Local Plan 2018.

- 40) Prior to the first occupation of any part of the development hereby approved, an onward long-term monitoring methodology report shall be submitted to and approved in writing by the Council where further monitoring is required past the completion of development works to verify the success of the remediation undertaken. A verification report of these monitoring works shall then be submitted to and approved in writing by the Council when it may be demonstrated that no residual adverse risks exist. All works must be carried out in compliance with and by a competent person who conforms to CLR 11: Model Procedures for the Management of Land Contamination (Defra 2004) or the current UK requirements for sampling and testing.

Potentially contaminative land uses (past or present) are understood to occur at, or near to, this site. This condition is required to ensure that no unacceptable risks are caused to humans, controlled waters or the wider environment during and following the development works, in accordance with Policy CC9 of the Local Plan 2018.

- 42) The development hereby permitted shall not commence prior to the submission and approval in writing by the Council of details of any solar panels (including angle relative to the surface of the roof and in relation to the parapet). No part of the development shall be used or occupied prior to the completion of the development in accordance with the approved details.

To ensure a satisfactory external appearance and to prevent harm to the streetscape, in accordance with Policies DC1, DC4, and DC8 of the Local Plan 2018.

Details approved under application ref. 2018/03070/DET.

- 43) The development hereby permitted shall not commence prior to the submission and approval in writing by the Council of the adaptability of Dwelling 4 (northernmost dwelling) to be made fully accessible, including access to each levels of the dwelling and within each room of the dwelling.

To ensure the satisfactory provision of accessible dwellings in accordance with policy DC2 of the Local Plan (2018) and The London Plan (2021) policy D6.

Details approved under application ref. 2018/02794/DET.

- 44) All existing original kerbstones in Barclay Road are to be retained. Unless otherwise advised in writing by Council, any kerbstones removed for the purposes of reconstructing the crossover to Barclay Road are to be retained and reused.

To ensure safe and accessible pedestrian access in accordance with Policy T4 of the Local Plan (2018) and Key Principle - TR17 of the Planning Guidance Supplementary Planning Document (2018).

- 45) The Class E floorspace hereby permitted shall only be used as office space (Class E (G)(i)), and for no other purpose (including any other separate purpose in Class E of the Schedule to the Town and Country Planning (Use Classes) Order 1987, as amended, (or in any provision equivalent to that Class in any statutory instrument revoking and re-enacting that Order with or without modification).

In granting this permission, the Council has had regard to the special circumstances of the case. Certain other uses within the same use class may be unacceptable due to effect on residential amenity or traffic generation, in accordance with Policies DC1, DC4, HO11, CC11, CC13 and T1 of the Local Plan (2018).

Reason(s) for granting planning permission:

1) 1) Land Use

The proposal would enable the efficient and orderly development of the site with the provision of additional residential accommodation and office space in an appropriate location close to services and public transport. The residential accommodation and expansion of the B1 and B8 floor area is consistent with Policies CF1, HO1, HO4, HO11, E2 and E4 of the Local Plan (2018).

2) Design

The residential dwellings would be a high quality development which would make a positive contribution to the urban environment in this part of the Borough, accord with the predominant form of surrounding development and contribute to the conservation

area. The extensions to the office building are likewise sympathetic to the surrounding built form and are acceptable. The development would therefore be in accordance with the London Plan policies D4 and HC1 which seek a high quality in design and architecture, requiring new developments to have regard to the pattern and grain of existing development. The proposal would not result in any harm to the Barclay Road Conservation Area in accordance with Policy DC8.

3) Traffic and Transport

The impact of the proposal on the highway network and local parking conditions would be acceptable. The site has good local public transport accessibility and provision would be made for cycle parking for the offices and storage uses. With the use of conditions, officers are satisfied that use of the building would not result in any unacceptable traffic flows or pedestrian-vehicular conflict or any significant increase in car parking demand. The development would therefore be acceptable in accordance with the Local Plan (2018) Policies T1, T3, T4, T5 and T7 as well as CC7 and London Plan (2021) Policies T4, T5 and T6.

4) Residential Amenity and Impact on Neighbouring Properties

The impact of the proposed development upon adjoining occupiers is considered acceptable with no significant or unacceptable worsening of noise, overlooking, loss of sunlight, daylight or outlook to cause undue detriment to the amenities of neighbours. In this regard, the development would respect the principles of good neighbourliness and would be acceptable in accordance with Policies HO11 and DC4 of the Local Plan (2018).

5) Accessibility

The development includes acceptable levels of accessibility for car parking and pedestrian access, for residents within the residential units and for visitors to the office spaces. The proposed development therefore accords with Policies DC1, DC2, HO6 and HO11 of the Local Plan (2018) and Policies D7 of the London Plan (2021).

6) Flood Risk

A Flood Risk Assessment has been submitted and has considered risks of flooding to the site and adequate preventative measures have been identified. Details of SUDS will be secured by condition. In this respect, the proposal is in accordance with the Local Plan (2018) Policies CC3 and CC4.

7) Land Contamination

Conditions will ensure that the site would be remediated to an appropriate level for the sensitive residential and office uses. The proposed development therefore accords with Local Plan (2018) Policies CC9.

For your information:

- 1) 1) In determining this application, the local planning authority has worked in a proactive and positive manner with the applicant to foster the delivery of sustainable development, in accordance with the requirements of paragraph 38 of the National Planning Policy Framework (2018).
2) The applicant should contact the Environmental Quality team via e-mail to Environmental.Quality@lbhf.gov.uk or by phone on 0208 753 1081 as soon as

possible to discuss the steps necessary to fulfil the contaminated land conditions.

3)Thames Water will aim to provide customers with a minimum pressure of 10m head (approx 1 bar) and a flow rate of 9 litres/minute at the point where it leaves Thames Waters pipes. The developer should take account of this minimum pressure in the design of the proposed development.

4)A Groundwater Risk Management Permit from Thames Water will be required for discharging groundwater into a public sewer. Any discharge made without a permit is deemed illegal and may result in prosecution under the provisions of the Water Industry Act 1991. We would expect the developer to demonstrate what measures he will undertake to minimise groundwater discharges into the public sewer. Permit enquiries should be directed to Thames Waters Risk Management Team by telephoning 02035779483 or by emailing wwqriskmanagement@thameswater.co.uk. Application forms should be completed on line via www.thameswater.co.uk/wastewaterquality.

5)Legal changes under The Water Industry (Scheme for the Adoption of private sewers) Regulations 2011 mean that the sections of pipes you share with your neighbours, or are situated outside of your property boundary which connect to a public sewer are likely to have transferred to Thames Water's ownership. Should your proposed building work fall within 3 metres of these pipes we recommend you contact Thames Water to discuss their status in more detail and to determine if a building over / near to agreement is required. You can contact Thames Water on 0800 009 3921 or for more information please visit our website at www.thameswater.co.uk.

6)No excavations are permitted under the public highway without specific consent from the highway authority. It is also illegal under the Highways Act to store any building material on the public highway.

7)The applicant should contact the Environmental Quality team via e-mail to Environmental.Quality@lbhf.gov.uk or by phone on 0208 753 1081 as soon as possible to discuss the steps necessary to fulfil the contaminated land conditions.



Joanne Woodward, Chief Planning Officer of The Economy Department
Duly authorised by the Council to sign this notice.

Notes:

This decision is a planning permission under Part III of the Town and Country Planning Act 1990 only. It must not be taken as implying that the Council will grant any other consent, permission or approval that may be necessary in connection with the development, whether under any other statutory powers or in any other capacity.

This planning permission should be read in conjunction with the legal agreement dated: 10 November 2021

Refer to the Statement of Applicants' Rights and general information enclosed.

Naming and Numbering of Streets and Buildings:

Where development involves any of the following:

- construction of new building(s);

- subdivision of existing building(s) into units (eg flat conversions);
 - combination of existing buildings or units;
 - construction or modification of a named street;
 - abolition or stopping up of any part of a named street;
 - any other development necessitating the creation or modification of a postal address;
- then the Custodian of the Local Land and Property Gazetteer must be contacted at the earliest opportunity to ensure that all addresses are lawful and comply with the Council's policies.

Please E-mail: namingnumbering@lbhf.gov.uk

or telephone: **020 8753 3030** for advice.

Explanatory notes and an application form are enclosed for your convenience.

**LONDON BOROUGH OF HAMMERSMITH AND FULHAM
TOWN AND COUNTRY PLANNING ACT 1990**

STATEMENT OF APPLICANTS' RIGHTS

arising from the grant of planning permission subject to conditions

1	An applicant aggrieved by the accompanying decision may appeal to the Secretary of State in accordance with Section 78 of the Town and Country Planning Act 1990. An appeal must be made by Notice served within six months of the date of this notice.
	The Secretary of State has the power to allow a longer period for the giving of notice of appeal but will not normally be prepared to exercise this power unless there are special circumstances which excuse the delay in giving notice of appeal.
	The Secretary of State is not required to entertain an appeal if it appears to him that permission for the proposed development could not have been so granted otherwise than subject to the conditions imposed by them, having regard to the statutory requirements, to the provisions of the Development Order and any Direction given under the Order.
2	If permission to develop land granted subject to conditions, whether by the local planning authority or by the Secretary of State, and the owner of the land claims that the land has become incapable of reasonably beneficial use in its existing state, and cannot be rendered capable of reasonably beneficial use by the carrying out of any development which had been or would be permitted, then a Purchase Notice may be served on the Council of the London Borough of Hammersmith and Fulham requiring that authority to purchase the owner's interest in the land in accordance with the provisions of Part VI of the Town and Country Planning Act 1990.
3	In certain circumstances, a claim may be made against the local planning authority for compensation, where permission is refused, or granted subject to conditions by the Secretary of State on appeal or on a reference of the application to him. The circumstances in which such compensation is payable are set out in Section 108 of the Town and Country Planning Act, 1990.
4	Any appeal must be made on the appropriate forms, which can be obtained by post from: The Planning Inspectorate Temple Quay House 2 The Square Temple Quay Bristol BS1 6PN or from the Inspectorate website at: www.planning-inspectorate.gov.uk Telephone: 0117 372 8000

GENERAL INFORMATION

The granting of planning permission does not relieve developers of the necessity for complying with any local Acts, the Building Regulations and general statutory provisions in force in the area, nor does it modify or affect any personal or restrictive covenants, easements etc, applying to or affecting either the land to which the permission relates or any other land or the rights of any persons or authorities (including the Council of the London Borough of Hammersmith and Fulham) entitled to the benefit thereof or holding in the property concerned in the development permitted or in any adjoining property.

The Council's Building Control Officer should be consulted at the earliest possible opportunity before commencing the development with regard to the provisions of the Building Regulations and/or other statutes.

Further, applicants are advised that the granting of planning permission does not authorise any development which may encroach upon a public highway and, in the event of such an encroachment, the Council may take such action as is appropriate to secure the removal of that part of the development which encroaches upon the public highway.

The Council's Highways and Engineering Division should be consulted as to any works proposed to, above, under or abutting any carriageway, footway or forecourt.

For all telephone enquiries please call the Council's Corporate Contact Centre on: **020 8753 1081**

Street Naming and Numbering

LONDON BUILDING ACTS (AMENDMENT) ACT 1939 - PART II (AS AMENDED BY THE LOCAL GOVERNMENT ACT 1985) STREET NAMING AND NUMBERING

The Council provides a naming and numbering service for all properties in the borough. It deals with all changes to streets, buildings, houses and units, both residential and commercial.

Under the above Act it is obligatory that streets and buildings are named and numbered through the Council. It is an offence under Section 13 of the above Act to display any name or number which has not been lawfully assigned by the Council.

We Are Here To Help

Please contact us if you are involved in:

- Property Development
- Creating New Properties
- Building Conversions

If you do not have your name/number lawfully assigned by the Council your address may not be recognised and you may experience difficulties with the following:

- Postal Deliveries
- Utilities Connection / Billing
- Obtaining Credit
- Electoral Registration

What Do We Do?

Many problems arise because the Royal Mail does not hold a correct address. Please note that the Royal Mail will only amend their database on the recommendation of the Council so changes of this nature should be directed to us in the first instance. The Royal Mail are, however, solely responsible for the allocation of postcodes.

If a new name or number must be assigned to a street, premises or development then a series of consultations must be carried out with the Metropolitan Police, Fire Brigade, Ambulance Service and the Royal Mail. This is to avoid duplications which may cause confusion and lead to possible misdirection and/or delay of post and emergency services. This process will often take 2-6 weeks to complete.

It is therefore advisable that the naming and numbering of new streets and buildings is applied for well in advance of their occupation to avoid delays to the provision of utilities and other services.

Please note that a fee is charged for this service, calculated according to the number of addresses required.

How To Contact Us

If you are the owner or developer and need to get in touch with the Council, please write to us, or fill out the attached form, and send with a site plan of the property in question indicating the main entrances to:

**Street Naming & Numbering
Transport and Technical Services
Town Hall Extension
King Street
London
W6 9JU**

Or email: namingnumbering@lbhf.gov.uk

For enquiries please phone 020 8753 3030

Street & Building Naming & Numbering Application Form

Applicant Details

Name: _____
Address: _____
_____ Post code: _____
Telephone: _____ Mobile: _____
Fax: _____ Email: _____

Are you the owner of the Property/Site? _____

N.B. If the applicant is **NOT** the freeholder of the property/site, please ask the freeholder to apply or alternatively attach a letter (with appropriate signatures) confirming that the applicant is acting on behalf of the freeholder.

Existing Address (If Applicable)

Address: _____
_____ Post code: _____

Proposed Address/ Street for (Re) Naming & Numbering

Note: Preference will always be given to names that have a historical or local relevance.

Address(s): _____

Please continue on a separate sheet if necessary

Planning application number? _____ When did building commence? _____

Historical Relevance And/or Reason for Change Please detail on which grounds you wish us to name/rename. Are there historical connections to the name(s)?

N.B. A site plan is required – this need only be a site outline indicating main entrances.

Applicant Signature _____ **Date** _____

Please wait for council approval before printing stationery or erecting name plates.

Please return the completed form along with any information you feel may support your request to:
Street Naming & Numbering, Hammersmith Town Hall Extension, King Street, W6 9JU

Tel: **020 8753 3030** or Email to: namingnumbering@lbhf.gov.uk

Please note that a fee is charged for this service, calculated according to the number of addresses required.

From: Barclay Road Residents <

Sent: Thursday, July 18, 2024 12:38 PM

To: Mckenna Lorna: H&F <Lorna.Mckenna@lbhf.gov.uk>

Subject: 1) EVIDENCE PDF to support our Rep...Fwd: ACCESS Storage for 24 hrs again Re: 2024/00422/LAPR: Booze Delivery Limited – Unit 4606: 21 Effie Road London SW6 1EN

Dear Lorna

In good time for the Agenda Pack. Pls check that you can open this PDF and all is legible. Pls let me know Tx.

If o find other evidence I'll send it separately.

[REDACTED]

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Date: 18 July 2024

Point 1

How BOOZE Delivery Ltd operates

Re: Licensing Act 2003 - Licensing Act - Premises Licence application number: 2024/00422/LAPR

 Siddharth Chauhan [REDACTED]
To: Licensing HF: H&T

William Dealing with

You replied to this message on 13/03/2024 09:26.

 Scan 12 Mar 2024.pdf
1 MB

[REDACTED]

Dear Mr Asante,

I apologise for not clarifying our business model appropriately, so let me take you in brief to explain the business timings we applied for.

We work with Deliveroo and Uber Eats so we have been given a tablet and a market place on their platform so customers can place an order and received by us directly on the tablet given by them. But instead of using their delivery bike riders we use our own delivery van drivers to deliver orders. So as we use our own vans we upload our vans only one in a day during their opening hours but as we have everything needed for the day to fulfil our orders we operate 24 hours a day which doesn't need drivers to go in warehouse for every order. I as a DPS officer present at the time of uploading make sure we have everything in van in terms of stock uploaded in right quantity.

And in regards to opening times applied we would like to apply for 24 hours so I would say 00:00 to 00:00, 7 days of the week throughout the year.

Here below I attach amended consent form in attachments.

Thank you for reaching out to us and correcting the mistake.

Please get in touch if any query.

Thank you,
Siddharth Chauhan
Booze Delivery Limited

Point 2

Transcript, Neighbour [REDACTED] with Access Storage

From: [REDACTED]
Date: March 14, 2024 at 13:54:29 GMT+1
To: [REDACTED]
Cc: [REDACTED]
Subject: Re: ACCESS Storage for 24 hrs again! Re: [2024/00422/LAPR](#):
Booze Delivery Limited – Unit 4606: 21 Effie Road London SW6 1EN Your
Hammersmith and Fulham Email Alert

Please see messages exchanged between myself and Sam El Riche, Manager
Access Storage Fulham Broadway:

[14/03, 10:03]

[REDACTED]
Sam, can we please discuss this application. It is yet another that locals will
oppose massively as it is incompatible with the neighbourhood and the right to
sleep / quiet. It also contravenes your opening hours. As we suspected, your
keypad entry system will now try to be used to serve tenants 24/7 outside your
office hours. However, your council license hours must be strictly observed.

Regards [REDACTED]

[14/03, 11:38]

Sam El Riche Access Storage Manger:

There will be no alcohol stored on site as part of such applications.
It is for the purposes of registering a base as required by the application.
We cannot store such items in our building in any case due to fire risks etc to
our building.

[14/03, 11:43]

[REDACTED]
Thanks for clarifying. So this fulfilment of using you as a base and physically
delivering alcohol from your premises to customers via an online ordering
system is technically impossible!

A) You don't open to tenants on the hours they want and
B) You don't allow alcohol to be stored there, and certainly not to commercial
levels to run a delivery business of flammable liquids! Did they ask you first
before lodging this application? Seems to be a communication misalignment
with you and them. However, as locals we have to spend time fighting this!

[14/03, 11:50]

Sam El Riche Access Storage Manger:

They deliver direct from supplier to customer

[14/03, 11:50]

Sam El Riche Access Storage Manger:

This is not a shop, this is where businesses are registered

[14/03, 11:50]

Sam El Riche Access Storage Manger:

That's all

[14/03, 11:51]

Sam El Riche Access Storage Manger:

As I said we cannot store such items any way due to the fire risks for us

[14/03, 11:51]

Sam El Riche Access Storage Manger: There's nothing to 'fight' as there are no customers attending the site.

[14/03, 11:54]

As they serve alcohol brands from many suppliers, they must have a main warehouse - so in these applications, they make it appear as if the storage unit itself is where the bottles / can physically are located? From previous LBHF licensing application hearings, I recall conversations from the applicants their riders would be going on site and collecting alcohol when they got an order - like they sit in Fulham Broadway when they get orders for burgers, kebabs, groceries etc

[14/03, 11:55]

Sam El Riche Access Storage Manger:

Like I have explained

[14/03, 11:55]

Sam El Riche Access Storage Manger:

There is no alcohol on site and nothing for customers to attend for.

Best regards,

[Redacted signature]

From [REDACTED]
Sent: 14 March 2024 08:37
To [REDACTED]
Cc [REDACTED]
Subject: Re: ACCESS Storage for 24 hrs again!!!Re: [2024/00422/LAPR](#): Booze Delivery Limited – Unit 4606: 21 Effie Road London SW6 1EN Your Hammersmith and Fulham Email Alert

I see that the Applicant is Siddharth Chauhan, is the director and owner/ controller of the company. The company has been incorporated since 2019 with just 2 employees in 2022/2023. How does it run the business with 2 employees? Contractors? Who is responsible and how do they control business.

See www.boozedeliverylondon.com. I

I assume this is the same operator. It operates 24/7 consistent with the times stated in the application. They have missed the 22:00 planning condition.

The website says they already deliver to SW6 and they cover a huge SW area. The numbers could be very large.

Happy to discuss.

[REDACTED]

2024/00422/LAPR: Booze Delivery Limited
– Unit 4606: 21 Effie Road London SW6
1EN

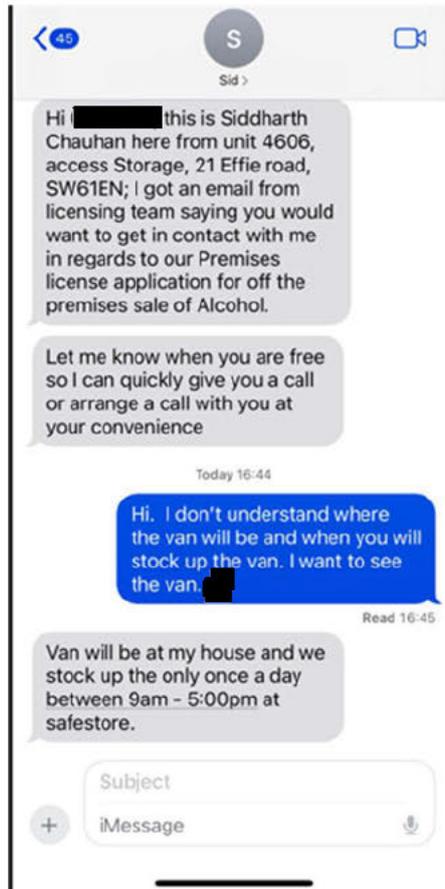
Distance: 415 metres

New premises licence Booze Delivery Limited (Unit 4606): The premise is a self storage, and the applicant wishes to licence a unit within the premises to cover the sale of alcohol for consumption off the premises only, the applicant will work with online platforms to deliver orders using their own delivery drivers. The premises is fully cctv covered and has keypad entry and exit. Licensable activities sought The sale of alcohol – Off the Premises Only Mondays to Sundays between the hours of 00:00 to 00:00 Opening hours: Premises is not open to the general public.

For more details: <https://www.apps10.lbhf.gov.uk/holding/publicaccess.asp?type=L&key=SA716SBIFJF00>

Point 3

Neighbour [REDACTED], mobile phone messaging with Siddharth Chauhan, applicant



Point 4

SafeStore, 29 Seagrave Road, SW 6 1RP, Alcohol Virgin

- a) Rectification Letter- Alcohol Virgin decision
- b) Decision Letter dated 19 April 2023 and addendum

Hammersmith & Fulham Council
London, Hammersmith, W6 9JU
DX: 32754 Hammersmith 2
Tel:
Email: gerta.kodhelaj@lbhf.gov.uk
Web: www.lbhf.gov.uk



cc: Other Parties who had made a representation and Premises Licence Holder

Dear Sirs

RE: Application for grant of a Premises Licence in respect of the Premises known as Alcohol Virgin located at Unit 3054, 29 Seagrave Road, London, SW6 1RP ("the Premises")

The Application

The Committee held a hearing on 19 April 2023 to consider an application for the grant of the premises licence for the sale of alcohol off the premises as follows:

The sale of alcohol - Off the premises only

Mondays to Sundays 09:00 to 18:00

The opening hours of the premises

Not open to the public

The Decision

At the hearing the Committee decided to reject the whole Application

Rectification

Since the date of the decision it has been noted that minor changes need to be made to the decision letter as follows:

1. Remove the wording "via an online grocery store" from the first sentence at page 1 of the decision letter.

The Application considered by Committee is for the sale of alcohol online via delivery service therefore reference to online grocery store is not correct. The first sentence of the decision letter should read as follows

"The Committee has considered an application for the grant of a new premises licence for the sale of alcohol off the premises from 09:00-18:00 (Monday – Sunday) under the Licensing Act 2003 (the Application).

2. Amend paragraph 5 of the Decision letter as follows:

“ 5. One representation was received in objection to the Application by Seagrave Road Residents Association (SGRA) on the grounds of public nuisance, prevention of crime and disorder and public safety. [REDACTED] attended the hearing on behalf of the SGRA”

The decision letter states that no representatives of the Seagrave Road Residents Association attended the hearing. [REDACTED] was in attendance and spoke on behalf of the Residents Association.

This letter should be read in conjunction with the decision letter

[REDACTED]

Point 4 Alcohol Virgin - Decision Notice, published 10 May 2023

The London Borough of Hammersmith and Fulham

Decision of the Licensing Sub-Committee ("the Committee") 19 April 2023

Alcohol Virgin located at Unit 3054, 29 Seagrave Road, London, SW6 1RP ("the Premises")

The Committee has considered an application for the grant of a new premises licence for the for the sale of alcohol off the premises via an online grocery store from 09:00-18:00 (Monday – Sunday) under the Licensing Act 2003 (the Application).

The Committee has considered the committee papers and the submissions made by all of the parties, both orally and in writing.

In reaching its decision the Committee has had regard to the relevant legislation, the Secretary of State's Guidance ("Guidance") and the Authority's Statement of Licensing Policy ("SLP").

In summary, the Committee has decided, after taking into account all of the individual circumstances of this case and the promotion of the four licensing objectives to reject the Application.

Procedural Matters

1. On 23 February 2023, Arlene Auf Der Mauer submitted an initial application on behalf of Parth Anilbhai Patel ("the Applicant) as follows:

The sale of alcohol - Off the premises only
Mondays to Sundays 19:00 to 06:00
The opening hours of the premises
Not open to the public

2. On the 07 March 2023, the applicant submitted amendments to the licensable hours for the sale of alcohol as follows:

The sale of alcohol - Off the premises only
Mondays to Sundays 09:00 to 18:00
The opening hours of the premises
Not open to the public

3. The Metropolitan Police, a responsible authority, did not object to the Application but during the consultation period suggested 6 conditions to be added to the Licence in the event that it was going to be granted by the Committee which were agreed by the Applicant, as follows:

1. A Challenge 21 or Challenge 25 proof of age scheme shall be operated at the premises where the only acceptable forms of identification are recognised photographic identification cards, such as a driving licence, passport or proof of age card with the PASS Hologram.
2. A warning shall be displayed on the digital platform on which an order is placed informing customers that they must be aged 18 or over to make a purchase of alcohol and notifying customers that the delivery rider will carry out age verification on delivery. The customer will be asked to provide ID to prove their age in accordance with Challenge 25 scheme. If the rider is not satisfied then the alcohol in the order will be withheld.
3. A record shall be kept detailing all refused sales of alcohol upon delivery. The record should include the date and time of the refused sale and the name of the member of staff who refused the sale. The refusals log shall be made available for inspection upon request by the Licensing Team, Police or Trading Standards.
4. Any alcohol sold for consumption off the premises shall be sold in a sealed containers.
5. Deliveries shall only be made to bona fide residential or business addresses.
6. Members of the public will not be permitted to enter the premises.

4. Thirteen representations objecting to the Application were received by local residents on the grounds of prevention of crime and disorder, prevention of public nuisance, public safety and protection of children from harm. [REDACTED] local residents attended the hearing. [REDACTED] spoke on behalf of [REDACTED] both local residents registered to speak and [REDACTED] local resident also registered to speak.
5. One representation was received in objection to the Application by Seagrave Road Residents Association on the grounds of public nuisance, prevention of crime and disorder and public safety. No representatives of the Residents Association attended the hearing.
6. One representation was received in objection to the Application on behalf of Lillie Square Residential Development (LSRD) on the grounds of public nuisance, prevention of crime and disorder and public safety. No one attended the hearing on behalf of LSRD. Lorna McKenna, licensing officer clarified at the hearing that LSRD is not a residents' group but a large residential development within the area.
7. The Applicant attended the hearing.
8. A supplementary agenda containing additional information from the objectors was published and circulated to all parties on 18 April 2023.

Reasons

9. In making its decision the Committee has taken into account all relevant sections of its SLP and the Guidance as well as local knowledge.
10. The Committee was mindful that Section 4 of the Licensing Act 2003 imposes a duty on the Licensing Authority, when carrying out its functions to determine the application with a view to promoting the licensing objectives.
11. When considering the objections the Committee noted that local residents were concerned regarding the use of a self-storage unit to sell alcohol online which was in breach of the lease and terms and conditions of SafeStore, the storage company. They were also concerned about the fact that the Applicant was not living in the Borough and was not paying business rates to the Council. These issues are not relevant licensing considerations and cannot be taken into account when considering the Application.
12. The Committee took into account the local residents' concerns of noise and nuisance caused in the area by delivery vehicles, drivers congregating near the Premises and the fact that there were no parking spaces near SafeStore for delivery drivers to wait to collect the orders.
13. At the hearing the Applicant confirmed that the sale of alcohol will take place through online platforms such as Deliveroo and Uber-eats and orders would be delivered mainly by their drivers, using electric bikes. Mr Patel also reassured the Committee that he also was willing to deliver orders and maybe employ a delivery driver in the future. The Committee took into account the fact that no conditions could be imposed on the licence to require third party delivery drivers to use electric bikes as they will not be enforceable.
14. The Committee took into account Policy 14 of the Council's SLP, which requires the Applicant to consider how to reduce public nuisance caused by delivery drivers and ensure the security of both the Premises and the delivery drivers. Although the Committee noted that the Premises would not be open to the public it was concerned of the fact that the Applicant could not provide a safe area to deliver the orders to the drivers due to lack of parking spaces at the building. The Applicant explained that he intended to hand over the orders at the gate of SafeStore. This will not only obstruct the public pavement but will increase the risk of anti-social behaviour and will put the safety of the drivers at risk. The Committee heard that there will be no CCTV camera installed at the Premises but the Applicant would rely instead on the security system operated by SafeStore for the whole building in case of any incidents. Taking all this into account it was the Committee's considered opinion that this will increase the risk of anti-social behaviour in the area which will cause noise and nuisance to residents living nearby. This will have a negative impact on the licensing objectives of prevention of public nuisance, public safety and prevention of crime and disorder.

15. The Committee took into account the objector's concerns regarding anti social behaviour associated with the sale of alcohol. When considering the options available in determining the Application, the Committee noted that the Applicant amended the initial proposed licensable hours and agreed to the six conditions proposed by the Police as referred at paragraph 3 above.
16. The Committee noted that the Police proposed a Challenge 25 condition, a condition for the Applicant to keep a book recording refusals of the sale of alcohol, a warning to be displayed on the online platforms that alcohol can be bought by person aged 18 or over only. The Police also proposed conditions for alcohol to be sold to residential and business addresses only and for delivery drivers to check IDs. The Committee took into account the fact that alcohol will be sold and delivered mainly via third parties companies and that it will be very difficult for the Applicant to comply with these proposed conditions as the Applicant will not be in control of the sale or the delivery of alcohol. Taking into account the nature of the business, it was the Committee's considered opinion that the imposition of these conditions would not be sufficient to promote the licensing objective of prevention of crime and disorder and protection of children from harm.
17. The Committee took into account the concerns of the objectors regarding the licensable hours and noted that although they were amended from 19:00-06:00 to 09:00-18:00 (Monday to Sunday) they were still not in line with the opening hours of SafeStore for Sundays which were 10:00-16:00. The Committee welcomed the Applicant's proposal to further amend the licensable hours from Monday to Saturday 10:00-17:00 and closed on Sundays. However in accordance with section 5 of the Council's SLP the Committee took into consideration the location, the character and the nature of the proposed use of the unit. It was the Committee's considered opinion that the Applicant was not able to demonstrate or propose any steps that will deal with the concerns of the objectors, ensure the physical safety of the people using the Premises and promote the licensing objectives.
18. Taking all of the above into account, it was the Committee's considered opinion that granting the Application will undermine the licensing objectives and in particular the licensing objectives of prevention of crime and disorder, prevention of public nuisance and public safety. Therefore the Committee considered that it was appropriate and proportionate to refuse the whole Application.
19. If any of the parties are unhappy with the decision, they are entitled to appeal to the magistrates' court within 21 days from the date of notification of this decision.

Licensing Sub-Committee
19 April 2023

Point 5

Decision Letter, dated 13 January 2022 - Access Storage, 21 Effie Road, SW6 1EN, applicant Aarat Patal

The London Borough of Hammersmith and Fulham

Decision of the Licensing Sub-Committee ("the Committee")
13th January 2022

Access Self-Store, Access Self Storage, Unit 4225, 21 Effie Road, London, SW6 1EN ("the Premises")

The Committee has considered an application for the grant of a new premises licence for the supply of alcohol for consumption off the premises from 00:00 – 24:00 under the Licensing Act 2003 (the Application)

The Committee has considered the committee papers and the submissions made by all of the parties, both orally and in writing.

In reaching its decision the Committee has had regard to the relevant legislation, the Secretary of State's Guidance ("Guidance") and the Authority's Statement of Licensing Policy ("SLP").

In summary, the Committee has decided, after taking into account all of the individual circumstances of this case and the promotion of the four licensing objectives as follows:

- i) To refuse the Application

Procedural Matters

1. On the 9th November 2021, Mr Stewart Gibson ("the agent") submitted the Application on behalf of Mr Aarat Patel ("the applicant").
2. The Licensing Authority received the following representations:
 - (i) One representation from the Planning Authority objecting to the licence application.
 - (ii) One representation from the Noise and Nuisance Authority objecting to the licence application.
 - (iii) One representation from the Safeguarding, Review and Quality Assurance Authority objecting to the licence application.
 - (iv) One representation from the Shottendane Road Residents Association objecting to the licence application.
 - (v) One representation from the Barclay Road Residents Group objecting to the licence application.
 - (vi) Twenty-one representations from local residents objecting to the licence application.
3. The Applicant attended the hearing and was represented by [REDACTED]

Reasons

4. In making its decision the Committee has taken into account all relevant sections of its SLP and the Guidance as well as local knowledge.
5. The Committee was mindful that Section 4 of the Licensing Act 2003 imposes a duty on the Licensing Authority, when carrying out its functions to determine the application with a view to promoting the licensing objectives.
6. The Committee heard from the Council's Noise and Nuisance Officer who expressed concerns regarding the unacceptable noise and nuisance impacts on residents created by the operation of the premises, in particular delivery drivers coming to and from the premises. It was his opinion that the noise would have a detrimental impact on the residents, in particular impacting on sleep during the summer months when residents would have windows open and in the evening when the background noise is lower. This would be a direct contravention of Paragraph 10.1 of the SLP in regards to the prevention of nuisance on the amenity of the area. It was his view that noise and nuisance should have been a key point which was addressed in the operating schedule, however this issue had not been addressed by the applicant.
7. Section 15.2 SLP requires applicants to consult with the appropriate authorities to prevent any dispute arising. It was noted there had been a number of emails sent by the officer to the applicant, in an attempt to agree conditions in respect of hours of operation and for the use of silent vehicles, however they were rejected by the applicant in writing.

8. The Committee heard evidence from residents and their representatives regarding the proximity of the premises to residential properties and concerns about the noise impacts. Concerns has been raised about the lack of supporting information submitted with the application, in particular paragraph 3.9 of the SLP which requires the applicant to consider the Licensing Act, Regulations and SLP when preparing an application to demonstrate an understanding of the licensing objectives and local area risk. There was no traffic management plan or operation plan in respect of the premises.
9. Further, concerns were heard from residents and their representatives at the hearing regarding the impact of noise on residents caused by vehicles and the extent of the traffic that would be coming and going from the premises. It was suggested that the premises would be locked at 6pm, however this was an application for a 24 hour licence. Other concerns were in relation to the noise created from bottles and machinery emanating from the unit. Also, sound echoes off the houses in that area.
10. It was noted that a representation had been made from the Council's Planning Officer as the hours of operation would fall outside of the permitted hours. Under the planning permission, the operating/opening hours of the self-storage facility are limited to between 7am and 10pm, Monday to Friday, 8am-10pm on Saturday and 8am-9pm on Sunday and Bank Holidays. Further there had been no correspondence from the owner of the premises confirming that they agreed to the use of the premises for the sale of alcohol.
11. The Committee heard from the applicant and his agent who confirmed during the hearing they would agree to the conditions proposed by the Council's Noise and Nuisance Officer. In terms of the operation of the premises, orders would be placed on the website, via Deliveroo and Just Eat, the applicant would employ his own riders for deliveries and there would be 24 hours access to the storage facility. He confirmed that he would have no control over the times the orders are made but there would be no noise nuisance as he would directly employ his own drivers who would use silent vehicles such as pedal cycles for deliveries. The applicant confirmed that he did not know at this stage if the business would be viable as the premises was only a small rented unit. Further, his staff would be fully trained, there would be a challenge 25 policy in place, a drugs policy and he would use pedal cycles to prevent noise nuisance.
12. He confirmed that access to the premises was via two sets of large steel gates that are locked, he confirmed that he expected around 7-8 deliveries up to midnight this is because there were other premises open in the area and delivery is more expensive that collecting alcohol from the shop. However, after midnight he expected there would be an increase in deliveries.
13. When asked if he was familiar with the area, Mr Patel confirmed that he was not familiar with the area. Mr Verma had visited the premises once at 7:30 pm for the purposes of putting the Notice up.
14. Members noted that during the course of the hearing the applicant subsequently verbally agreed to the conditions proposed by the Noise and Nuisance Officer which would fall in line with the hours permitted by the planning permission, however it was felt that the applicant had not taken the concerns of the officer seriously because despite the verbal assurances given there was still a lack of sound evidence presented with the application which could be relied on to demonstrate how the licensing objective of public nuisance would be promoted by the applicant which was contrary to paragraph 10.1 and 10.2 of the SLP.
15. Paragraph 5.4 of the SLP states that it would be beneficial for a lawful use to be established, however this had not been confirmed by the applicant prior to the hearing despite the number of representations raised on this point. Given the comments made by the applicant regarding the increase in deliveries after 12pm it was not clear how the business would operate if it was restricted to the permitted hours. Further, there was a lack of understanding of cumulative impact by the applicant and from the evidence provided there were concerns about the number of premises operating in the area. It was noted that paragraph 15.6 of the SLP requires applicants to provide a description of the local area and the impacts, however the applicant had never visited the area itself. This did not give Members any confidence that the applicant understood the requirements of the SLP. Paragraph 14.8 of the SLP states that the Licensing Authority may refuse to grant a licence if a representation from the Planning Department has been received and one or more of the licensing objectives would not be promoted. Although the applicant confirmed that he would now agree to reduce the hours of operation no evidence had been provided about how the impacts would be mitigated during these hours.

16. In accordance with paragraph 10.3 of the SLP Members gave significant weight to the evidence given by the residents and their representatives. Further, Members gave significant weight to the representation from the Head of Safeguarding who expressed concerns about the impact on children who lived adjacent to the premises and in the surrounding area. It was noted that the applicant had failed to demonstrate how they would protect children from harm and nor had they provided any evidence or mitigation in response to the objection, therefore this was in contravention with paragraph 11 of the SLP. Further, in applying paragraph 15.11 of the SLP it was clear that there was a lack of information in the operating schedule confirming how the deliveries and collections would operate, what type of vehicles would be used and the impact of noise on the residential area and how the external areas would be used. Further no traffic management plan had been submitted. Therefore, the licensing objective of Public Nuisance or the Protection of Children from Harm had not been promoted.
17. In regards to the suitability of the premises the Committee heard evidence from residents and their representatives about the suitability of the premises for the sale of alcohol. In particular, it was noted that there wasn't sufficient evidence in the operating schedule to confirm the layout of the site or where the staff would be located, it was a small lockup in a storage unit which would be operating as all day and night sales. Further, no information had been submitted about how it would mitigate the impacts on the local area.
18. It was noted that the applicant has made no attempt to contact residents to address the number of concerns raised and it was considered that operating this business from the premises would pose a risk to the local area. Members asked the applicant questions about how the business would operate, however they considered the applicant hadn't made it clear about how it would operate or how staff welfare would be addressed. There was no evidence of employment contracts or how staff would use and access the unit. It was considered that in accordance with paragraph 9.6 of the SLP public safety concerns could not be overcome due to the physical limitation of the premises. The premises was a storage lockup and not considered a suitable venue for a premises licence operating for the sale of alcohol, further there were concerns about ventilation and heat in the premises. Members gave weight to the evidence presented during the hearing in regards to the premises being unsuitable for this type of business. Therefore, the application did not promote the licensing objective of Public Safety.
19. Further, taking into account all of the evidence provided Members considered that the applicant had failed to promote the licensing objective of the prevention of Crime and Disorder, in particular in accordance with paragraph 8.1 and 8.9 of the SLP they would expect to see details in the operating schedule about how they would prevent crime and concerns had been raised about the operation of this business, how secure the site was given its location in a residential area and that CCTV would not be sufficient to prevent problems arising. There had been a lack of consideration for residents, and this undermined paragraph 22 of the SLP which requires applicants to demonstrate exactly what measures they will have in place to protect residents from the potential detrimental effects of any licenced premises. Further, it was understood there was a high level of ASB in the area and street drinkers. Therefore, the application did not promote the licensing objective of the Prevention of Crime and Disorder.
20. It is noted that paragraph 15 of the SLP requires applications to be unambiguous and for applicants to be clear about what they intend to achieve. However despite questions of the applicant, Members did not have any clarity or confidence in how the business was intending to operate. Paragraph 15.7 of the SLP requires applicants to consider government guidance. In particular, applicants should prepare local risk assessments to demonstrate that they will promote the licensing objectives, that they understand the setting and layout of the premises, how they will manage any potential risks including proximity to residential premises and risks posed to the local area by the premises. However the applicant had not complied with paragraph 15.
21. Taking all of the above into account, it was the Committee's considered opinion that the Application should be refused.
22. If any of the parties are unhappy with the decision, they are entitled to appeal to the magistrates' court within 21 days from the date of notification of this decision.

Licensing Sub-Committee 13th January 2022

Point 6

Access Storage, Terms and Conditions document (date on final page 0124 TC), please see points 10.1, 10.2, 10.3, 10.6, and 10.10 on page 18



UNIT LICENCE TERMS & CONDITIONS



Terms and Conditions

Definitions and Interpretation

1. In these Unit Licence Terms and Conditions, and the Additional Conditions and Information attached (collectively the Terms), the following words have the following meanings:-
Access Hours: the hours We permit access to the Unit;
Agreement: these Unit Licence Terms and Conditions, the Additional Conditions and Information attached hereto, and the Information set out in the Unit Licence Agreement;
Authorised Person: a person authorised by You to access the Unit or the Facility on Your behalf, or who accompanies You when You access the Unit or the Facility;
Business Day: a day other than Saturday, Sunday or Public Holiday;
Commencement Date: the date specified in the Unit Licence Agreement;
Contents: anything You store in the Unit at any time during this Agreement;
Deposit: the amount specified in the Unit Licence Agreement (if any) which will be collected and held by Us, as security for Your performance of Your obligations under This Agreement;
Due Date: the date specified in the Unit Licence Agreement and corresponding date in each period specified in the Unit Licence Agreement or the previous Business Day if the Due Date falls on a Saturday, Sunday or Public Holiday;
Contents Protection: the additional liability accepted by Us in respect of the Contents, which is described in the Additional Conditions and Information, where the Unit Licence Agreement indicates that You have paid an additional fee in connection with the same;
Normal Perils: loss of or damage to the Contents caused by fire, lightning, explosion, earthquake, aircraft, storm, flood, bursting and/or leaking pipes, ingress of water or other liquid substance, moth, insect and vermin, theft accompanied by forcible and violent entry or exit, riot, strike, civil commotion, terrorism, malicious damage, and impact by vehicles;
Our Fees: fees payable by You to Us, which shall be calculated at the rental rate specified in the Unit Licence Agreement, plus VAT if applicable;
Prompt Payment: in respect of payment of each and every sum due under this Agreement, payment on the Due Date;
Facility: the premises on which the Unit is situated;
Termination Date: date of termination of the Unit Licence Agreement;
Unit: the storage unit specified in the Unit Licence Agreement, or any alternative storage unit We may provide access to under Clause 12, which may be a locker or a storage room;
Unit Licence Agreement: the document executed between You and Us, to which these Terms are attached, that provides Your details and the details of the Unit, rates on which Our Fees are calculated, and other specific provisions of the Agreement;
We, Us, Our: the storage provider named in the Unit Licence Agreement;
Website: Our website located at www.accessstorage.com and
You, Your: the customer and all other persons named in the Unit Licence Agreement as having liability under or having accepted these Terms.

Access to the Facility

2. Only You and Your Authorised Persons will be permitted to access the Unit. You are responsible and liable to Us and to other users of the Facility for all acts, omissions and breaches of this Agreement by all Authorised Persons. On commencement of this Agreement, You shall provide Us with satisfactory proof of identity for both Yourself and all Authorised Persons in the form of a Passport or Driving Licence, plus a current utility bill (or such other acceptable forms of identification as are

notified to You by the store staff of the Facility). We shall be entitled to take a copy of such proof and retain it on Our files. You may withdraw authorisation of an Authorised Person by notifying Us in writing. When using the Facility, We may ask for proof of identity from You or any other person at any time (although We are not obliged to do so) for the purpose of confirming authorisation to access the Facility or the Unit. We may refuse access to any person (including You) who is unable to provide satisfactory proof of identity. We may refuse You or any Authorised Person access at any time if We reasonably consider that the safety of any person on the Facility, or the security of the Unit or its contents, or other units or their contents will be put at risk.

Your Rights to use the Unit

3. From the Commencement Date until this Agreement is terminated, so long as Our Fees are paid on each Due Date, We grant You (but no other person) a licence:-
 - 3.1 to use the Unit for the storage of the Contents, and not for manufacturing or any other purpose, in accordance with this Agreement; and
 - 3.2 to have access to the Unit at any time during the access hours set out in the Additional Conditions and Information only for the purposes of depositing, removing, substituting or inspecting the Contents and the Unit. No access to the Unit will be permitted for any other purposes, or outside access hours. We may change the access hours at any time on giving You not less than fourteen days advance warning of changes in access hours by notices at the Facility, but in the case of emergency, We reserve the right to change access hours to other reasonable access times without giving You any such prior notice.

Relationship between Us and You

4. We: (a) do not have and will not be deemed to have knowledge of the Contents; (b) are not a bailee, custodian or warehouseman of the Contents and You acknowledge that We do not take possession of the Contents; and (c) do not grant any lease or tenancy of the Unit or give You any right to exclusive possession of the Unit or any alternative unit provided under Clause 12.

Locks

5. You are responsible at all times for the safe custody of all Your keys or combination(s) to Your locks which You placed on the Unit. We will not be responsible for locking any unlocked Unit. You should not leave Your key with or permit access to Your Unit to any person other than Your Authorised Person(s). You may only use one padlock to secure the Unit clasp; never multiple padlocks or any other form of lock.

Our Rights to enter the Unit

6. You agree to allow Us and Our agents and contractors to enter the Unit and if necessary We may break the lock to gain entry:-
 - 6.1 if We give You not less than seven days' notice, so that We may inspect the Unit or carry out repairs, maintenance and alterations to it or any other unit or part of the Facility and You fail to grant Us access to the Unit when requested;
 - 6.2 at any time without notifying You:-
 - 6.2.1 if We reasonably believe that the Unit contains any items described in Clause 9 or is being used in breach of Clause 10 or such entry is effected incidental to the exercise of Our powers pursuant to Clause 18;
 - 6.2.2 if We are required to do so by the Police, Customs & Excise, Fire Services, Local Authority or by a Court Order;
 - 6.2.3 for any purpose, if We believe it is necessary in an emergency;
 - 6.2.4 to obtain access in accordance with Clauses 12 and 18;
 - 6.2.5 to prevent injury or damage to persons or property; or
 - 6.2.6 if We reasonably consider that such entry is necessary to ascertain

Terms and Conditions

- whether action needs to be taken to prevent injury or damage to persons or property.
- 6.3 where We have exercised Our rights to enter the Unit pursuant to Clauses 6.1 and 6.2 and in doing so We have broken Your lock, We will ensure that on Our leaving of the Unit, the Unit has been secured by means of a replacement lock for which You will be provided with the keys.
- Ownership of the Contents stored at the Facility**
7. You confirm that throughout this Agreement, You have knowledge of the Contents in the Unit from time to time and that the Contents are Your own property or that the person who owns or has an interest in them has given You irrevocable authority to store the Contents in the Unit on the terms and conditions in this Agreement and that You act as a duly authorised agent of any such person. If Your confirmation is or becomes untrue, You shall reimburse Us an amount equal to any loss or damage suffered by Us as a result of Your confirmation regarding the true ownership of the Contents being or becoming untrue, and Our damages shall include any loss, damage or expenses incurred by Us (including any reasonably incurred legal fees) arising from any claim, step or action taken by any person who owns or has an interest in the Contents or claims to do so.
- Our Right to refuse access or use of the Unit for safety reasons**
8. We reserve the right to refuse to permit You to use the Unit store the Contents, or require You to collect some or all of the Contents from the Facility if in Our reasonable opinion the safety of any person on the Facility, or the security of the Unit or its contents, or other units or their contents would be put at risk by Your use or continued use of the Contents.
- Restrictions on the type of property that can be stored at the Facility**
9. You must not use the Unit (or allow any other person to use the Unit) for the storage of any of the following:-
- 9.1 food or perishable items of any kind whatsoever;
 - 9.2 plants, birds, fish, animals or any other living creatures;
 - 9.3 combustible or flammable materials, gases or liquids such as paint, petrol, oil or cleaning solvents;
 - 9.4 firearms, explosives, weapons or ammunition;
 - 9.5 chemicals, radioactive materials, biological agents;
 - 9.6 toxic waste, asbestos or other materials of a potentially dangerous nature;
 - 9.7 any item which does or could emit any fumes, smell or odour;
 - 9.8 any illegal substances, illegal items or property illegally obtained;
 - 9.9 compressed gases; or
 - 9.10 any bullion, coins, money and securities;
 - 9.11 antiques and fine art, jewellery and precious stones, unless specifically agreed with Us in writing, in advance of storing such property in the Unit;
 - 9.12 flammable solids which includes but not limited to e-scooters, e-bikes and lithium-ion batteries of any size or rating;
 - 9.13 miscellaneous Dangerous Substances and Articles which includes but is not limited to lithium-ion batteries of any size or rating.
- Things You must not do**
10. You must not (and You must not allow any other person to):-
- 10.1 use the Unit or do anything on the Facility or in the Unit which may be a nuisance to Us or the users of any other Unit or any person on the facility;
 - 10.2 use the Unit as offices or living accommodation or as a home or business address, use the address of the Facility or the Unit for receiving or sending mail, or use the address as Your company registered address;
 - 10.3 offer anything (including, without limitation, alcohol) for sale from the Facility;
 - 10.4 spray paint or do any mechanical work of any kind in the Unit;
 - 10.5 attach anything to the internal or external surfaces of the Unit or make any alteration to the Unit;
 - 10.6 connect any electrical appliances to any power supply in the Unit or on the Facility generally; any such actions must receive written approval from the Store. If approved, the appliance must have been tested in accordance with current legislation and a valid copy of the certificate is to be provided to the store manager at the Facility;
 - 10.7 allow any liquid, substance, smell or odour to escape from the Unit or any noise to be audible or vibration to be felt outside the Unit;
 - 10.8 cause any damage to the Unit or any other unit or the Facility or its facilities or to any other property on the Facility (including, without limitation, gates, roller shutters, bollards). If You cause any damage at the Facility You must reimburse Us and all affected users of the Facility for the full cost incurred in making the necessary repairs or restoration to, or (at Our reasonable discretion) in replacing, damaged property. Please note that if this Agreement terminates, and if at the Termination Date You have not reimbursed such sums to Us, We shall be entitled to withhold from any Deposit You have paid to Us all such repair, restoration or replacement costs;
 - 10.9 leave anything, particularly rubbish or unwanted items in, or cause any obstruction or undue hindrance of, any passageway, stairway, service area or other part of the Facility other than the Unit; or
 - 10.10 connect or provide any utilities or services to the Unit.
- Things You must do**
11. You and all Authorized Persons must:-
- 11.1 use reasonable care when on the Facility or in the Unit and take all reasonable care in respect of the Unit, the Facility, and the property of Us or any other unit users or other persons on the Facility;
 - 11.2 ensure that all refrigeration equipment is defrosted;
 - 11.3 ensure that all equipment stored in a Unit (including refrigeration Equipment and Washing Machines) are left dry and with the door open to allow for ventilation and prevent mould;
 - 11.4 ensure that all mechanical equipment such as motorbikes, cars or lawnmowers are cleaned and drained of petrol or oil and garden furniture cleaned and dried, before storing;
 - 11.5 inform Us immediately of:
 - 11.5.1 any change to Your personal details, specifically address, email (electronic mail) address or telephone numbers;
 - 11.5.2 damage or defect to the Unit;
 - 11.6 act in a socially responsible manner and observe all reasonable rules and regulations regarding Your conduct of the Facility, the safety and security of the Unit and Facility, Fire Regulations, Health & Safety notices, Prohibited Property notices and any other notices issued by Us and / or posted at prominent locations on the Facility from time to time or to which You may be directed while on Facility by any of Our employees, agents or contractors;
 - 11.7 at all times exercise courtesy to others and reasonable care for Your own safety and that of others when using the Facility;
 - 11.8 if You propose to store alcoholic beverages at the Facility You must declare this to us in advance and provide Us with a copy of a valid personal alcohol storage licence issued by the appropriate body entitling You to undertake such activities at the Facility. Should You require assistance from Us to obtain such personal alcohol storage licence before undertaking such activity, You shall pay Us all reasonable administration fees incurred by us in providing any necessary assistance to enable Your application to succeed.

Terms and Conditions

Exceptional situations necessitating the removal of the Contents to an alternative Unit or Facility

12. We may at any time by giving You seven days' written notice (or, in the case of an emergency, without prior notice) require You to cease all use of the Unit and move the Contents to another unit or facility specified by Us (which, in the case of a unit, shall not be smaller than the current Unit). In such event:-
- 12.1 where We have provided notice, You shall (within the notice period) provide Us with a statement of the anticipated costs that You will incur in moving the Contents, in advance of doing so, and, provided that the proposed costs are reasonable, We will either pay these costs on Your behalf directly to such third party as You may instruct to move the Contents or, at Your option, We will pay to You an amount equal to such costs, or arrange removals on Your behalf. If You do not wish to move the Contents, You may serve notice on Us to terminate the Agreement in accordance with Clause 24.2.
- 12.2 if You have failed to move the Contents when notified as set out above, or where, in the case of an emergency, We have been unable to provide You any notice, You authorise Us to move the Contents to any other suitable unit at the Facility or to the nearest available storage facility at Our own cost. We will take reasonable care in moving the Contents and use all reasonable efforts to ensure that any disruption to You is kept to a minimum.
- 12.3 if We have moved the Contents under Clause 12.2, We will not acquire any interest in or right to the Contents. We will repair or replace any lock which We remove or damage in the course of moving any of the Contents pursuant to Clause 12.2.
- 12.4 if the Contents are moved to an alternative unit or storage facility, this Agreement will be varied by the substitution of the alternative unit or storage facility details but shall otherwise continue in full force and effect. Our Fees at the rate set out in the Unit Licence Agreement will continue to apply to Your use of the alternative unit.

Your Payment Obligations

13. On signature of this Agreement, You must pay Us:-
- 13.1 Our Fees for the minimum period of storage; and
- 13.2 where, acting reasonably, We have requested You to pay a deposit to Us, the Deposit.
- 13.3 following signature of this Agreement, You must pay Our Fees on each Due Date.

Return of Deposit

14. In the event that, on commencement of this Agreement, You paid to Us the Deposit, this will be returned to You (without interest), to the account/ card holder of the bank/building society account or credit/ debit card from where the Deposit was received, unless otherwise notified in writing by the account / card holder who paid the Deposit, after this Agreement terminates. We may deduct from this payment such sums as are:-
- 14.1 payable by You under Clause 10.8;
- 14.2 required to cover Our Fees (together with administrative charges due under Clause 15, 16 and 18) which have not been paid or any unpaid removal or other charges, such as alarm activations or removal of waste;
- 14.3 reasonably required to reimburse Us for any other obligation to Us that You have not performed.

Our Right to alter Our Fees

15. We may alter the rates used to calculate Our Fees at any time by giving You written notice and the new rates shall take effect on the first Due Date occurring not less than four weeks after the date of Our notice. If You do not agree with the new rates used to calculate Our Fees

under this Agreement, You may serve notice on Us to terminate the Agreement in accordance with Clause 24.2.

Late payment / non-payment of Our Fees

16. The prompt payment of each and every sum whether invoiced or not, owing from You to Us from time to time under this Agreement ("Your Debt") is an extremely important part of this Agreement, and if You fail to pay any sum owing under this Agreement on the Due Date for such sum, We shall seek to recover the outstanding sums owed by You to Us together with an administrative charge for late payment of the rental fees which is either 12.5% of the full rental charge without reduction for any discount currently in place, or £12 whichever sum is greater, and:
- 16.1 We may immediately, without notice to You, withdraw any further discounts, or financial benefits or business services (where appropriate) agreed to be granted by Us to You;
- 16.2 if payment is not forthcoming within 30 days We may terminate this Agreement with You and a further £100 administration charge and £20.00 collection charge will be added to Your account;
- 16.3 We are entitled to continue to charge You, and You shall pay Us, Our Fees and all other charges at the same rates as under this Agreement from the date Your Debt becomes due until payment is made in full or the Contents is sold or disposed of under Clause 18;
- 16.4 in addition to Our rights to recover payment of Your Debt pursuant to Clause 16 (and the sums referred to in that Clause) We may also terminate this Agreement under Clause 24;
- 16.5 on any occasion when a cheque is dishonoured, at Our option You must pay Us an administrative charge of £8, or where You request a cheque to be cancelled £12.

Consequences of late payment / non-payment

17. Where We have not received Prompt Payment of Your Debt:-
- 17.1 We are relieved of any duty howsoever arising in respect of the Contents, except for any loss or damage to the Contents caused wilfully or negligently by Us and Our agents and contractors; and
- 17.2 the Contents is held solely at Your risk and will continue to be at Your risk even where the rights described below in Clause 18 are exercised.

Our Rights to sell off the Contents to recover payment

18. Where We have not received Prompt Payment of Your Debt, We shall be entitled to:-
- 18.1 keep hold of some or all of the Contents until We have received payment in full of all the charges You owe Us and You shall pay Us fees and charges at the same rates as under this Agreement or if this Agreement has been terminated at the rate payable immediately prior to termination. If You pay Us by cheque, We shall not be considered to have received payment until We have received cleared funds into Our bank account; or
- 18.2 exercise immediately the rights described below in Clause 18.4 and sell such of the Contents as is necessary for Us to recover payment of Your Debt in full.
- In either case, You authorise Us to:-
- 18.2.1 refuse You and all Authorised Persons access to the Contents, the Unit and the Facility;
- 18.2.2 enter the Unit and if necessary break Your lock to gain entry;
- 18.2.3 secure the Unit with Our own lock in addition to or as an alternative to Your lock;
- 18.2.4 remove and retain the Contents; and
- 18.2.5 ultimately dispose of some or all of the Contents in accordance with Clause 18.4.
- 18.3 Before We sell the Contents, We will give You notice in writing by registered or signed for delivery or email communication at Your address on the Unit Licence Agreement or any address in England and

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- Wales notified by You to Us in writing prior to Our notice, specifying the amount of Your Debt, administration & collection costs at the date of the notice and directing You to pay; if payment is not made within seven days after the date of the notice, We will sell the Contents. We will not give You any further notice of any intended sale.
- 18.4 We will sell the Contents by the best method(s) reasonably available to achieve the best selling price reasonably obtainable in the open market, taking into account the costs of sale and administrative charges relating to the debt collection and auction / disposal of the Contents.
- 18.5 We will use the proceeds of the sale as follows:
- 18.5.1 to pay first the costs incurred by Us in the sale of the Contents, and all administration costs and other costs incurred by Us.
- 18.5.2 any balance will be held for You. Interest will not accrue to You on the balance.
- 18.6 If the proceeds of sale are insufficient to discharge the costs of sale incurred by Us and Your Debt without deduction, You must pay any balance outstanding to Us within seven days of a written demand from Us which will set out the balance remaining due to Us after the net proceeds of sale have been deducted from Your Debt.
- 18.7 If the Contents cannot be sold for a reasonable price or at all (for any reason whatsoever), or despite Our efforts they remain unsold, You authorise Us to treat them as abandoned by You and to destroy or otherwise dispose of them at Your cost.
- 18.8 The terms of this Clause are additional to and without prejudice to all or any rights You or We may have at common law or otherwise.
- Your obligation to check the suitability of the Unit**
19. Because the nature and type of property being stored by You from time to time is within Your discretion (subject to Clause 9 and 10) You must ensure that the Unit is suitable for the storage of the Contents that You store or intend to store in it. We do not promise to You or otherwise represent that any Unit allocated to You is a suitable place or means of storage for any particular Contents. We strongly advise You to inspect the Unit before storing the intended Contents in the Unit and from time to time throughout the period of this Agreement.
- 19.1 Unit sizes are approximate only and supplied to You for information purposes. You have been given an opportunity to inspect the Unit prior to entering into this Agreement and You have agreed to Our Fees associated with the Unit.
- Our liability for, and Your responsibility to insure, the Contents**
20. We do not accept liability for loss of or damage to the Contents other than a) where the Unit Licence Agreement indicates that Contents Protection applies, in which case our liability will be limited in accordance with Section 1 of the Additional Conditions and Information or b) where the loss or damage results from Our negligence or breach of contract, in which case Our liability to You will be limited in accordance with Clause 21. Subject to the foregoing:
- 20.1 You shall be responsible for and bear the risk of any and all theft, damage to, and deterioration of the Contents caused by Normal Perils;
- 20.2 You acknowledge and agree that We do not insure the Contents and promise and assure Us that-
- 20.2.1 prior to bringing the Contents onto the Facility You have insured or will insure the Contents against all Normal Perils and will not cause or allow that insurance cover to lapse whilst the Contents or any of them remain on the Facility;
- 20.2.2 Your insurance cover will not be for a sum which is lower than the true replacement value of the Contents stored in the Unit from time to time;
- 20.2.3 You will supply the store manager at the Facility with a letter from Your insurance provider with proof of a valid contract of insurance with a reputable insurance company for the full replacement value of the Contents, specifying the insured value.
- 20.3 We may agree to waive the requirements set out in Clause 20.2 during any period in respect of which You have paid for Contents Protection.
- Our liability for all other matters**
21. Subject to Clause 20:-
- 21.1 our entire liability to You under this Agreement (including as a result of Our breach of this Agreement and/or negligence by Us, Our agents and/or employees), shall not exceed the lesser of:
- 21.1.1 One hundred and fifty pounds (£150); or
- 21.1.2 the true total replacement value of the Contents, as set out in the Unit Licence Agreement.
- 21.2 In addition to Clause 21.1, We exclude all liability to You in respect of-
- 21.2.1 where You are a business, loss or damage relating to Your business, if any, including but not limited to, lost profits, business interruption, loss of goodwill or reputation, and loss of future profits or business, regardless as to how such loss or damage was caused;
- 21.2.2 loss or damage to the Contents which does not arise as a direct consequence of any breach of this Agreement by Us or any deliberate or negligent act or omission on Our part; and/or
- 21.2.3 loss or damage to the Contents which was not reasonably foreseeable at the date of entering into this Agreement, regardless as to how such loss or damage was caused.
- 21.3 You promise and assure Us that-
- 21.3.1 You have confirmed by signing the Unit Licence Agreement the true total replacement value of all the Contents;
- 21.3.2 the aggregate value of the Contents stored in the Unit from time to time will not exceed that value, unless specifically agreed otherwise with Us; and
- 21.3.3 this promise/assurance is repeated by You to Us at each Due Date.
- 21.4 Nothing in this Agreement will be deemed to exclude or limit Our liability for physical injury to or the death of any person that is caused by Our negligence or willful default or that of Our agents and/or employees, for fraud or fraudulent misrepresentation, or for any other type of loss that cannot legally be excluded or limited.
- Your liability to Us**
22. You will reimburse Us an amount equal to all claims, demands, liabilities, damages, costs and expenses incurred by Us or by any of Our servants, or agents or which We have incurred towards other unit users or persons on the Facility as a result of any improper or unauthorised use of the Unit or the Facility by You or any of Your servants, agents or invitees or which arise out of Your negligence or the breach of this Agreement by You.
- Circumstances beyond Our Control**
23. We shall not have any liability under or be deemed to be in breach of this Agreement for any delay or failure in performance of this Agreement which results from circumstances beyond Our reasonable control. 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 including the Unit or the Facility, or arrest or seizure or confiscation of Contents, by competent authorities.
- Termination**
24. This Agreement shall expire on the Termination Date or-
- 24.1 either You or We may terminate this Agreement-
- 24.2 by giving not less than seven days written notice to the other,

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termination will take effect from that date, which shall be the Termination Date; or

- 24.3 Immediately by giving written notice to the other if the other party commits a serious breach of any term of this Agreement and (in the case of a breach capable of being remedied) shall have failed within fourteen days from the date the notice was served to remedy the breach. The Termination Date shall be the date the notice is effectively served by one party or the other in accordance with Clause 28.8
- 24.4 notwithstanding the seven day notice period required to terminate this Agreement under Clause 24.2, You may terminate this Agreement on giving Us less than 7 days' notice of Your intention to do so, You will incur a rental charge for the remaining days (up to a maximum of 7 days' notice; this does not include service or other charges). This applies when you wish to move out of Your current Unit and downsize to a smaller one.
- 24.5 notwithstanding the Termination Date, this Agreement will remain in force until the date the Contents are fully removed from the Unit/space, Your padlock is removed and You have notified store staff of Your actions; You must obtain from store staff, confirmation that they have acknowledged Your action either in email, writing or if verbally that You take the staff members name, the time and date of the call for future reference.

Consequences of Termination

25. Immediately on the Termination Date, You must remove all property (including the Contents) from the Unit and leave the Unit clean and tidy and in the same condition as at the Commencement Date, if You do not do so, You shall pay Our reasonable costs of cleaning the Unit or disposing of any property (including the Contents) or rubbish left in the Unit or on the Facility, in default of Prompt Payment of Our Fees and any payments due to Us under this Agreement, We are relieved of any duty howsoever arising in respect of the Contents and they are held solely at Your risk, except where any loss or damage to the Contents is caused wilfully or negligently by Us and Our agents and contractors. We may treat the Contents remaining in the Unit after the Termination Date as abandoned and may dispose of them in accordance with Clause 18 and those clauses relevant within.
- 25.1 where this Agreement has terminated and You have paid more of Our Fees and charges than are due at the Termination Date, We will refund the balance to You after deduction of any payments due to Us under the provisions of this Agreement (including but not limited to any payments due to Us under Clause 10.7) as if the balance were a Deposit under Clause 14. No interest will accrue on any money held by Us for You. Where any payments are still outstanding from You, You must pay Us in full including any outstanding rental, insurance and/or administration charges before We will release the Contents to You.

Your duty to inspect the Contents on removal from the Unit

26. You agree to examine the Contents carefully upon removing them from the Unit and You must notify Us at the time of discovery of the loss of or damage to the Contents or at the time of removal of the Contents from the Unit, whichever is the sooner. We will not be liable under this Agreement for loss or damage to the Contents that are not reported in accordance with this clause.

Our use of Your personal information

27. For information on how We use and store Your data please visit www.accessstorage.com/about-us/privacy-policy where you will find Our Privacy Notice.

General Provisions

28. The following general provisions apply to this Agreement:-
- 28.1 any delay by Us in exercising, or failure by Us to exercise, any of Our rights under this Agreement will not affect Our rights or be a waiver of those rights, nor will any partial exercise of any right exclude a further exercise of that right.
- 28.2 every provision in this Agreement is severable and distinct from every other provision and if at any time one or more of such provisions is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not be affected in any way.
- 28.3 You should not rely upon any promises, representations, or claims made by any of Our employees, agents or contractors which are not also contained within this Agreement. Any changes to this Agreement which are agreed between Us and You must be recorded in writing and it is Our practice to ensure that such documents are signed on Our behalf by one of Our directors.
- 28.4 You may not assign any of Your rights under this Agreement, or transfer Your right to access the Unit, or part with possession of the Contents whilst they are on the Facility to any other person, firm or company. Should You do so or attempt to do so, this will be treated as a serious breach of the Agreement under Clause 23.3.
- 28.5 You agree that it is not the intent of this Agreement to confer any rights on any third parties by virtue of this Agreement and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.
- 28.6 this Agreement shall be governed by English Law and You and We submit to the exclusive jurisdiction of the English courts.
- 28.7 where You are two or more persons Your obligations under this Agreement shall be joint and separate obligations.
- 28.8 any notice given under this Agreement must be in writing and may be served by personal delivery to the person notified or its address or by pre-paid post or by electronic mail. Your address for service of notices shall be Your address written in the Unit Licence Agreement or any other address in England and Wales which You have previously notified to Us in writing. Any notice to You will also be sent to any owner (whether sole, joint, or co-owners) the name and address of whom We have been previously notified by You. Any notice to Us must be sent to Our address set out in the Unit Licence Agreement. A notice will be deemed to have been served at the time of personal delivery or forty-eight hours after it has been placed in the post.
- 28.9 before taking any court proceedings for anything arising out of this Agreement (apart from emergency court proceedings), the parties may decide to attempt to resolve the matter informally, in which case the complaining party should inform the other person in writing of the dispute in as much detail as possible and You and We may agree to try informal conciliation, if the dispute cannot be resolved informally within a reasonable period of time, You and We may agree to use the Centre for Effective Dispute Resolution to try to resolve the dispute amicably by using a recognised alternative dispute resolution procedure before taking any other step. If the dispute is not resolved to mutual satisfaction within a reasonable period of time, You or We can submit the dispute to the Court. This Clause does not prevent or otherwise restrict either You or Us from referring any dispute between Us directly to the Court without first having tried to resolve the matter informally, nor does it affect the right of either You or Us to terminate this Agreement.

Head Office / Customer Services

Access Self Storage 93 Park Lane London, W1K 7TB
0808 278 2710
customerservices@accessstorage.com

Additional Conditions and Information

Cardholder authorisation for payment of Our Fees

Access Storage Responsibilities to You

- Process payments from card details provided by You at move-in or via the Access Storage online portal;
- Debit the correct periodic storage fee, VAT, other charges and insurance as shown on the Unit Licence Agreement (including any applicable discounts during the discount period only). This will be subject to Clauses 15, 16 & 18 of the Terms & Conditions;
- If Your payment fails, We will re-attempt to process it until successful;
- We will keep all payment information provided by You private and confidential and We will not use it for any other purpose other than those specified within Cardholder authorisation. For further information please visit www.accessstorage.com/about-us/privacy-policy.

Your Responsibilities to Access Storage

- To provide to Us payment card details for which You have appropriate authorisation to make payments of Our Fees;
- To ensure that payments can be collected by Us using the card details provided to cover all sums due under the Unit Licence Agreement from time to time;
- To advise Us if, at any time during the term of this Agreement, it will not be possible for us to collect payment of Our Fees using the card details previously provided by You, and provide alternative details prior to the next Due Date;
- To provide an alternative payment method forthwith if the Cardholder authorisation is cancelled by You; by Your bank; by Us Subject to Clauses 15, 16 & 18 of the Terms & Conditions; or for any other reason. Where We have agreed to waive the security deposit on the basis of provision of payment card details, and the authorization to make payment using the applicable card is subsequently withdrawn, You will be required to enter into a new Unit Licence Agreement and pay a deposit to Us a.

Opening Hours And Access

Reception opening hours

Our reception hours are generally:

Monday – Friday 8.30am – 6.00pm

Saturday 8.30am – 5.00pm

Sunday 10.00am – 4.00pm

These times can vary from storage facility to storage facility, including during public holidays or due to trading restrictions. Please check times with the storage facility team prior to Your visit.

When the storage facility reception is open, please ensure that You sign-in and sign-out in the book provided each time You visit, so that the storage facility team are aware of who is in the building and fire regulations are complied with.

Access Hours

These times can vary from storage facility to storage facility, including during public holidays or due to trading restrictions. Please check times with the storage facility team prior to Your visit.

24 hour access

Access Self Storage does not offer unrestricted 24 hour access to all Our storage facilities, however We can make occasional exceptions on an individual basis at the Store Manager's discretion.

Our extended/24-hour access policy is governed by separate terms and conditions (available on request), and can be suspended with immediate effect at any time.

Facility Rules

Behaving considerately

We ask that You show consideration and respect to other users of the storage facility and members of staff:

- Please do not block corridors and stairwells
- Do not obstruct the doors of the lifts to prevent them closing
- Please park in the designated areas and allow reasonable space for fellow customers
- Return trolleys to the areas provided
- Minimise noise levels
- Do not dispose of Your waste at the Facility. In some cases the storage facility staff may be able to arrange the removal of waste including pallets. Please enquire at reception for details

Things You cannot store

For the safety of all customers and their property, the following cannot be stored:

- Explosives, gas canisters, firearms or ammunitions
- Hazardous, toxic or radioactive materials, and aerosol cans
- Pollutants, contaminated items or waste
- Illegal items, cash or securities
- Perishable items, food, live animals or plants
- Very precious or high value items, unless already agreed with us in writing

For full details of the things You cannot store please refer to Clause 9 of the Terms and Conditions.

Please also ensure that any fuel tanks (e.g. lawnmowers or cars), are fully drained. Refrigeration equipment should be defrosted, and along with washing machines, left dry, and with the door open to allow air circulation and prevent mould.

Activities which are not acceptable at the storage facility

To ensure the safety and wellbeing of all Our customers, please observe the following codes of conduct within Your unit and the storage facility:

- Smoking is strictly forbidden in all areas of the storage facility
- Eating and drinking is not permitted within the storage areas. Water can be obtained and consumed in the reception area of the storage facility during reception opening hours
- Animals of any kind are not permitted at the storage facility, with the exception of registered assistance dogs.
- Children should not be left unattended in any part of the storage facility

Securing Your unit

If You have been allocated a unit, please ensure You lock your unit door with Your padlock whenever You leave your unit unattended (even if only for a short time), in accordance with Clause 5 of the Terms and Conditions.

Entry and exit barriers

- Barriers are PIN code operated and the PIN must be entered by every customer
- Pedestrian customers should not walk under barriers when raised
- Motorists should drive through the barriers in a timely fashion and not halt underneath
- Should Your way be blocked, please remain behind the barrier until it is clear to pass through. Re-enter Your code if necessary to reactivate the barrier
- Once at the storage facility, drivers should observe a safe speed limit
- Do not tailgate other customers or try to drive through the barrier without entering Your PIN

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CCTV and other security measures

All Access storage facilities have CCTV, smoke and intruder alarms for the added security of You and Your belongings. Where this is specified in the Unit Licence Agreement, Your unit may have its own alarm. Lockers do not have alarms. All security systems are in place 24 hours a day, 7 days a week.

Parking

Many of our storage facilities offer customer parking as well as areas for visitors and loading / unloading. Please park in the designated areas with consideration for other customers. Parking on storage facility premises is only allowed whilst visiting Your unit or reception, unless a parking contract has been arranged.

PIN code entry procedure

At move in You will be given instructions on how to access the storage facility and Your unit, if applicable. Your expected frequency of visits will allow staff to explain the procedure to follow and what responsibilities You and Your authorized users have. It is important to note that if these procedures are not followed at any time, You may be charged for false alarm activations.

Always use Your PIN code to enter the Facility, as this provides information of who is on site in case of an emergency.

- Your PIN code also controls Your unit's alarm, where applicable.
- It is Your responsibility to ensure that Your PIN code is kept secure and You hold correct details of both Your unit number and PIN code prior to visiting the storage facility.
- Your unit number and PIN code cannot be provided by staff who answer the out of hours calls, and You will therefore be unable to enter the storage facility out of reception open hours without Your PIN code.
- If You forget or lose any of these details, please visit Your storage facility's reception, or contact a member of staff during reception hours.

When entering the store premises, either in or out of reception hours, please follow the procedure below. The security keypad may be located at the entry gate, reception or shutter:

- Press *
- Enter Your Access code
- Press #

The gate will automatically open once the correct PIN code has been entered, and will close immediately behind You.

Never follow another driver through the gate without entering Your PIN code.

Please ensure that You do not allow access to unauthorised persons.

Alarms and Security call outs

- Please ensure You do not obstruct gates, shutters or the sensors. Blocking or holding gates and doors open may result in the activation of an alarm and a member of the security team attending the storage facility. Should this occur, We reserve the right to recover the cost of the call out from You. Additionally, any damage caused by blocking sensors, gates or shutters even unintentionally will incur costs against You for the repair – see Clauses 10.8 and 22 of the full Terms and Conditions
- Alarms will also be activated by leaving the building via any unauthorised exits such as a Fire Door (in non-emergency situations), or by failing to enter the PIN code at an entry keypad
- Please keep Your unit door open when You are in Your room so that the alarm does not re-set
- Lock the unit door correctly and always reset Your unit alarm when leaving the storage facility, by re-entering Your PIN code at the exit gate

- Under exceptional circumstances, the out of hours call centre may be suspended for technical, security or safety reasons. This service is provided free of charge and, as such, You will not be entitled to compensation or refund
- A charge may be applied to Your account if You unnecessarily activate an alarm resulting in a call-out, or staff investigation, out of or during reception hours
- We may cease to provide an alarm for Your Unit if You or your agent / representative(s) fail to comply with our procedures. In such event, written notification will be sent to You at the known address provided by You.

Emergency assistance

In the event of an emergency, a help phone is located in the lift lobbies on all floors. In addition, an intercom on the outside of the main gate with instructions on how to contact Our out of hours call centre. There is a sign on the help phone and in the lift which states Your storage location and gives a storage facility number for ease of identification. If You are unclear on the location / operation of these devices please visit reception and a member of staff will demonstrate them to You. Access staff are only available for the opening times stated at each storage facility location, even where You can access the storage facility outside these hours.

The help phone or intercom provided is for calling reception during office hours or the out of hours call centre and not the Emergency Services.

Situations such as forgotten PIN codes, non payment, over locked units, or if You are unable to enter the compound due to mechanical failure, cannot be answered. The issue will be resolved by storage facility staff at reception during reception opening hours.

If an intercom phone is not available, please contact Your storage facility team in reception.

It is advisable that You carry a mobile phone with You if You access the storage facility outside the reception opening hours.

Fire precautions

When You move in, the storage facility team will show You the evacuation procedure and nearest route from Your unit to the Assembly Point.

- Please familiarise Yourself with the fire procedure signage within the storage facility
- Please do not block fire exits with trolleys or property and be as thoughtful as possible within corridors with any property You are manoeuvring
- Should You wish to be better informed regarding fire exits in the building, a member of Your storage facility team will be pleased to demonstrate the shortest fire escape route from Your unit

Fire emergency procedures

Please take the following actions upon discovering a fire:

- Immediately operate the nearest alarm by breaking the glass
- Do not attack the fire other than to aid evacuation. Use only the appliances provided for the particular type of fire
- Evacuate the building as detailed below
- Inform the Fire Brigade by dialing 999 and provide the storage facility address which is located on signs near entry and exit points

Upon hearing the fire alarm:

- Evacuate the building using the nearest route
- Do not use the lifts, but follow the Fire Exit signs which are clearly displayed throughout the building
- Assemble at the designated Assembly Point as described on the Fire

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Action notices and wait for a roll call based on the visitors signing in / out log, or the Fire Brigade's arrival

- Do not leave the Assembly Point as this may cause concern that you are trapped in the building
- Do not re-enter the building until the Fire Officer has given the all clear

Lifts and their use

- In the unlikely event of lift malfunction, please follow the procedures outlined on the wall of the lift car to summon help
- Please refrain from placing items in the path of the lift doors to hold them open. Should you require the lift to be held open for a lengthy period, please arrange this with a member of Your Access storage facility team
- Lifts are NOT to be used in emergency evacuation of the building

Lighting

Lighting is either controlled by the storage facility team or by sensors. Should the lights dim whilst you are in Your unit, simply return to the corridor to reactivate the sensor.

First Aid

A first aid box is kept within the facility. Please contact the storage facility team if required.

Trolleys and moving property

Trolleys are for use by all customers and please therefore use them with consideration.

- Return trolleys to the areas provided and do not leave them in Your unit
- Do not overload trolleys, ride them, or allow children to operate them
- Do not use pallet trucks unless you have been shown how
- Exercise good common sense and consideration when stacking or manoeuvring items. Access Self Storage will accept no responsibility for injury caused by unsafe actions on the part of customers, or damage to property.

Support for customers and visitors with disabilities

Customers with a disability that may affect their use of the storage facility or unit are asked to make this known to the storage facility team, to ensure we provide safe access in and around the storage facility. The Store Manager will arrange for a review to take place, and for all procedures to be explained.

Please provide a minimum of 24 hours notice for disabled customers or customers with disabled visitors who wish to use the 24 hour facility (where available).

Reporting suspicious activity or damage

If you are concerned by any activity that appears to be suspicious please notify the storage facility staff immediately. Outside of reception hours, use the emergency telephones located throughout the storage facility to call Our out of hours call centre.

Recovery of costs

We reserve the right to recover any costs associated with damage caused by you or anyone authorised by you (including removal companies and couriers), while using the storage facility.

Notifying Us of changes

Change of personal details

If any of your personal details change whilst you are storing with Us, please advise Us immediately in writing / by email. We may need to be able to contact you at any time. These include:

- Your home / mailing address

- Home and mobile telephone numbers
- Your next of kin contact

Change of payment details

If you wish to change your payment details you will need to advise Us in writing / by email. Your payment plan will determine the information you are required to provide and if you are required to attend the storage facility, therefore please contact your storage facility team for details.

Change of space required

If you require an additional unit, or want to up or down size, this can be easily arranged (subject to unit availability). Please contact your storage facility team for details.

Additional services (not covered by these terms)

Please be aware that all additional services may be subject to a reasonable charge. Your storage facility team will be able to advise you of such charges and any additional terms that apply.

Forklifting

Customers are not permitted to operate the storage facility's forklift. If you require this service, please contact your storage facility team in advance to arrange for a trained operator to move your property.

Collection and deliveries

Access prefer if you are able to oversee your own collection and deliveries, however we appreciate this is not always possible. If you require our storage facility team to accept deliveries or collections on your behalf, this can be arranged with prior notice and on completion of a delivery acceptance form that includes our terms and conditions for this additional service.

Office services

Scanning and photocopying are available in reception and may be subject to a charge.

Use of electricity

Electrical items are not to be plugged into any power supply in or outside of the unit unless prior permission is gained, as detailed in Clause 10.6 of the Terms and Conditions.

Moving out

- You are requested to give Us 7 days' notice in writing / email. If you are unable to give Us 7 days' notice you will be charged for the days remaining (up to a maximum of 7 days) This applies when you wish to move out of your current unit and downsize to a smaller one.
- Move outs can only be processed during office hours
- On moving out you are requested to remove your padlock, leave your unit clean and tidy with any possessions and rubbish removed. Please recycle rubbish where possible.
- You will receive a refund for any unused rental period providing there are no outstanding charges. Please inform Us if your mailing address changes from that shown on your Unit Licence Agreement, so that any monies can be returned to the correct address, or via the bank if you pay by Direct Debit.

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Contents Protection

Applicability

This section will apply only where You have paid an additional sum in respect of Contents Protection.

We will pay compensation in respect of Contents Protection only where this is indicated on the Unit Licence Agreement, subject to payment of the appropriate fee on or before each Due Date and provided always that You have complied with all the provisions of the Agreement.

Our Contents Protection

Where Contents Protection is applicable in accordance with the previous paragraphs, We will accept liability, as set out in this section, where all or part of Your Contents is lost, damaged or destroyed as a result of one or more of the following:

- handling by Our personnel
- fire
- explosion
- storm
- bursting and/or leaking pipes
- water or other liquids entering the Unit
- moths, insects or vermin
- theft by force and violent entry into or out of the Unit or the Facility
- malicious damage, or
- impact by vehicles

Limit of Liability

Notwithstanding Clause 21 of the Terms and Conditions, but subject to the remaining provisions of this section We will be liable for the replacement value of the Contents (or the relevant part thereof) or the value of the Contents as set out in the Unit Licence Agreement, whichever is lower, less the sum of £150.

If it is established that the total value of the Contents exceeds the replacement value indicated on the Unit Licence Agreement, Our liability will be reduced pro rata to the proportion of the declared value as compared to the actual value of the Contents.

In calculating Our liability hereunder, the replacement value of the Contents shall be the value of a new item that is as similar as possible to the value of the lost or damaged item, and will not include:

- Sentimental or non-financial value in any Contents; and/or
- any additional value which an item has by reason of it being part of a pair or set.

Notifying us of loss or damage to Contents

- You must inform Us of the loss or damage to Your Contents as soon as possible following discovery (and in any event within 24 hours of discovery), either in person at the storage facility reception or by calling or emailing Us using the contact details set out in Your Unit Licence Agreement.
- We will provide You with a form that You must complete.
- You must provide such information and evidence as reasonably requested to Us or to an agent appointed by Us to investigate Your claim.

Limitation and exclusion of liability

Notwithstanding Clause 21 of the Terms and Conditions, Our total liability under this section will be limited (in the aggregate for the term of the Agreement) to GBP 35,000. Our liability in respect of the types of property listed below will also be subject to such lower limits as are set out below (unless a different value is agreed in writing between the

parties):

- Jewellery, Watches, Precious Stones, Stamps of all kinds – combined total liability of GBP 500.
- Furs, fine arts, perfumery, tobacco, cigars, cigarettes, beers, wines, spirits and similar items – combined total liability of GBP 10,000.
- Electronic items: Electronic items are all consumer and commercial electrical appliances and instruments including but not limited to radios, televisions, mobile phones, computers, laptops, tablets, computer software, hard drives, chips, microchips, printed circuit boards and their components, modems, monitors, cameras, facsimile machines, photocopiers, hi-fi, stereos, CD players. (Heavy electrical items such as switchgear, turbines and generators are not deemed to be electronic) – combined total liability of GBP 10,000

If We become aware or have good reason to believe (after having reviewed the information and evidence provided by You) that Your claim in respect of Contents Protection has been made falsely or is fraudulent in any way, We will not be liable hereunder.

Expiry and Termination of Contents Protection

Contents Protection will terminate automatically on termination of the Agreement.

If You are in breach of the Agreement, or We have good reason to believe (after having reviewed the information and evidence provided by You) that You have made a false claim under this section, We may terminate Contents Protection forthwith.

You have the right to cancel Contents Protection at any time by giving Us written notice, subject to You having provided Us with evidence of Your insurance cover before the effective date of cancellation. Any claims for loss, damage or destruction of the Contents (or part thereof) shall not fall within Contents Protection unless such loss, damage or destruction is notified to Us in writing no more than 24 hours after You provide written notice of cancellation.

On termination of Contents Protection We shall not refund any sums paid in advance for periods in respect of which the Contents Protection does not apply, unless We have terminated the Agreement under clause 24.2 or You have terminated the Agreement under clause 24.3.

For more information, visit [AccessStorage.com](https://www.accessstorage.com) or call our helpdesk on 0800 122 522

Head Office

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