Self-Storage Joint Paper

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Contents

Market Overview: A Growing but Undersupplied Asset Class

1. Introduction

Continental Europe's self-storage market in many jurisdictions has evolved from a niche into a recognized alternative real-estate asset class. Revenues are projected to increase, implying solid mid-single-digit annual growth. Despite this, Continental Europe overall still has relatively few facilities per capita compared with the U.S. and the UK. This structural undersupply is a core driver of expansion. Demand is supported by long-term trends:

- Urbanisation and shrinking living space: Smaller flats in major cities push households to use external storage as an extension of their homes.
- E-commerce and last-mile logistics: Online retailers and small businesses use storage as flexible warehouse and buffer space.
- Increased mobility of households and SMEs: More frequent relocations and flexible business models create additional, sometimes short-term, storage needs.

For investors, self-storage combines:

- Operational real estate (short-term contracts, active management), and
- Infrastructure-like income streams (broad customer base, steady, inflation-linked cashflows).

2. Main Self-Storage Formats

2.1 *Drive-Up / "Garage Parks"*

- Concept:
  - Drive-up parks consist of rows of individual, ground-level units that can be accessed directly by car or van.
  - Customers drive up, load or unload, and leave; access is usually controlled digitally (keypads, apps, licence-plate recognition).
  - Typical locations are city fringes and peri-urban areas, commercial and industrial zones and plots that are difficult to use for classic retail or residential purposes.
- Users:
  - Private customers (furniture between moves, hobby equipment, classic cars).
  - Micro-businesses and trades (tools, materials, small workshops).
  - Small e-commerce and service providers.
- Investment characteristics:
  - Modular, scalable concept.
  - Relatively low construction costs and capex per lettable m².
  - Limited operating costs (little staff, simple building services).

- High automation potential.

2.2 *Industrial Outdoor Storage (IOS)*

- Concept:
  - IOS refers to open-air storage areas on industrial or logistics land, often with simple ground improvements (asphalt, gravel), fencing and lighting.
  - Built structures are minimal (e.g. office containers, simple halls).
- Typical uses:
  - Vehicle, trailer and machinery storage.
  - Containers and swap bodies.
  - Building materials, scaffolding, industrial goods.
  - Overflow space for logistics operators.
- Users and profile:
  - Commercial and industrial customers.
  - Logistics and construction companies.
  - Municipal and utility operators.
  - IOS usually involves large plots, simple development, highly flexible layouts and often shorter
  - lease terms with strong demand in supply-constrained locations.

2.3 *Inner-City Multi-Storey Self-Storage*

- Concept and locations:
  - Multi-storey buildings with internal corridors and small units, oftentimes converted from retail, light-industrial or office use.
  - Typically located in densely populated urban areas with good public transport and road access and high visibility (main roads, commercial strips).
- Typical users
  - Private customers (households, students, expats).
  - SMEs (archive, promotional materials, stock).
  - Trades and service businesses.
- Investment characteristics
  - Higher construction and fit-out costs (fire safety, lifts, HVAC).
  - Strong marketing and brand orientation.
  - Potential premium rents due to urban land scarcity.

France

1. Planning Law (Urbanisme)

- Key questions for every site are the destination of the project under French planning law, the suitability of the zone, and the content of the local planning instrument (*Plan Local d'Urbanisme*, PLU, or *Plan Local d'Urbanisme Intercommunal*, PLUi).
- Self-storage is generally treated as a warehouse use (entrepôt) within the destinations defined by Articles R.151-27 and R.151-28 of the *Code de l'urbanisme* —under "*Autres activités des secteurs secondaire ou tertiaire*" with the sub-destination "*entrepôt*".
- In practice, self-storage is typically located in urban zones dedicated to economic activities, industry or services.
- The PLU is binding and may:
  - explicitly permit, condition or exclude certain warehouse,
  - restrict outdoor storage, container stacking and screening,
  - set design, materials and landscaping requirements,
  - impose minimum parking ratios, access and traffic rules, green-space coverage and bioclimatic constraints.
- The *Loi Climat et Résilience* and its objective of *Zéro Artificialisation Nette* (ZAN) significantly constrain greenfield and outdoor-storage developments and will progressively reduce land available for new logistics and storage assets.
- A *certificat d'urbanisme* (informational or pre-operational) and thorough planning due diligence before acquisition or development are essential.

2. Building Regulations

Self-storage facilities generally require a building permit. Key topics include:

- ERP classification: when the public has access to the units, we refer to it as an *Établissement Recevant du Public* (ERP) under Articles R.143-1 et seq. CCH, with category (1 to 5) determined by capacity. ERP status triggers a specific fire-safety, accessibility and operating regime, including dossier review by the *commission de sécurité* prior to opening.
- Fire safety
- Structural design
- Accessibility: barrier-free access, lift requirements in multi-storey facilities.
- Parking and loading areas set by the PLU and operational concept.
- Technical installations such as ventilation, smoke extraction, electrical installations and lighting, security systems (access control).
- Energy performance: RE2020 applies to new buildings; the *décret tertiaire* (*Décret n° 2019-771*) imposes progressive energy-consumption reduction targets on tertiary buildings above 1,000 m², with reporting via the OPERAT platform

For temporary or modular structures such as (containers or modular units), simplified procedures (*déclaration préalable*) or exemptions may apply depending on surface and duration, but rules are restrictive and outdoor container storage frequently requires a building permit.

3. Environmental Law and Classified Installations (ICPE)

Self-storage typically does not involve industrial emissions in the strict sense, but the *Installations Classées pour la Protection de l'Environnement* (ICPE) regime is a critical and often underestimated topic:

- Rubrique 1510 (*entrepôts couverts de matières, produits ou substances combustibles*) is the central rubric for self-storage.
- Specific rubrics may also apply where particular goods are stored (e.g. 1511 cold storage, 1530 paper/cardboard, 1532 wood, 2662/2663 plastics).
- For larger projects, an impact study under the *Code de l'environnement* may be required.
- Soil and water: *Loi sur l'eau* (water authorisation/declaration) for surface and drainage works; rules on sites and polluted soils apply when developing former industrial or brownfield sites, with the possibility of imposing remediation obligations on the operator or owner.
- Noise: governed by the *Code de l'environnement and the arrêté* of 23 January 1997 for ICPE noise emissions, plus municipal noise regulations. Loading/unloading, evening and night-time access and traffic flows must be assessed and may trigger restrictive conditions.

Authorities (DREAL, *préfecture, mairie*) may impose operating-permit conditions (e.g. operating hours, screening, noise barriers, drainage solutions) that materially affect design, cost and operations.

4. Contract Law: Deposit vs Lease; B2C vs B2B

The legal characterisation of customer contracts is a central French specificity:

- Contrat de dépôt (deposit / bailment, Articles 1915 et seq. of the Code civil): the operator assumes a strict custody obligation over the goods.
- Bail (lease) or *contrat de prestation* de services (service contract): the operator primarily provides space; the customer remains responsible for the goods.

The majority of cases qualify self-storage contracts as a lease contract rather than a deposit, provided the operator does not exercise meaningful control over the goods and the customer retains exclusive access to the unit. This qualification is operationally important as it significantly limits the operator's liability for loss or damage and must be carefully preserved in the drafting and the operational set-up.

In addition, the regime differs between:

- Consumers (B2C): mandatory consumer-protection rules under the *Code de la consummation*.
- Commercial customers (B2B): greater contractual freedom.
- A separate, important point: the status of commercial leases (Articles L.145-1 et seq. of the Code de commerce) does not in principle apply to self-storage units, because the customer does not operate commercial goodwill from the unit. The contract must be drafted carefully to avoid any unintended requalification.

5. Data Protection, Access and Security

Modern facilities rely heavily on digital systems. From a French and EU data-protection perspective:

- GDPR and the *Loi Informatique et Libertés* apply: a valid legal basis is required for processing personal data.
- Customers must be informed transparently about data use, retention periods and rights.
- Video surveillance: a vidéoprotection authorisation is required, in addition to GDPR compliance overseen by the CNIL.
- Data must be stored securely and deleted in line with retention policies.

6. Regulatory Trends and Risks

The sector is seeing increasing municipal scrutiny and ESG demands:

- tighter municipal control over land use, design and traffic impacts; self-storage may be viewed critically in sensitive or mixed-use areas, particularly inner-city locations
- ZAN and the *Loi Climat et Résilience* are reshaping land availability and favouring brownfield redevelopment over greenfield expansion
- growing ESG expectations driven by the *décret tertiaire*, the décret BACS (building automation), Article 29 of the *Loi Énergie-Climat* for financial actors, and SFDR/CSRD reporting obligations. These trends influence both permitting and financing conditions.

7. Legal Structuring as a Value Driver

Self-storage in France is a growing, still under-penetrated asset class compared with other jurisdictions, with attractive risk-return characteristics. Drive-up parks, industrial outdoor storage and inner-city multi-storey facilities each offer specific opportunities but also distinct legal and regulatory challenges, accentuated by the French specificities of ICPE rubric 1510, ERP rules and the destination regime under the *Code de l'urbanisme*.

Well-structured projects typically feature:

- Legally robust planning and permitting, aligned with the actual operational concept and anticipating ZAN and PLU constraints.
- Technically and operationally compliant facilities, particularly regarding ICPE compliance, fire safety, ERP requirements, environmental protection and data protection.
- Carefully designed contracts and compliance frameworks, tailored to asset type and customer mix (B2C/B2B) and protecting the qualification of the contract as a lease/service contract rather than a deposit.

For investors and operators, the French legal framework is not merely a constraint but a central value driver. Early, integrated legal advice in planning, permitting, acquisition and contract design can unlock sites, mitigate risks and protect long-term returns.

Italy

1. Cross-Cutting Legal Framework in Italy

1.1 *Planning Law*

- Land use is primarily governed at the regional and municipal level, through regional planning legislation (*leggi urbanistiche regionali*) and municipal master plans (*Piano Regolatore Generale*, PRG, or its regional equivalents such as the Piano di Governo del *Territorio* in Lombardy, and other denominations elsewhere). The overarching national framework is set by the *Testo Unico dell'Edilizia* (D.P.R. 380/2001, TUE), which sets out the permitting framework.
- The central planning law concept is *destinazione d'uso* (use classification), which determines whether a given activity is permitted on a particular plot. Self-storage lacks a uniform national classification and is typically assimilated to one of the following *destinazioni d'uso* depending on the applicable municipal plan and the specific format:
  - *produttivo/artigianale* (light industrial or artisanal use), for drive-up parks and IOS developments in peri-urban commercial or industrial zones;
  - *logistico/magazzino* (warehouse/logistics use), particularly for IOS projects and large-format drive-up parks that closely resemble logistics assets.
  - *direzionale/terziario* (service and office use), particularly for inner-city multi-storey facilities where the "storage as a service" element is prominent;
- The absence of a dedicated national category for self-storage creates a recurring risk of misclassification. A change of use (*cambio di destinazione d'uso*) may trigger the payment of a fee or the necessity to provide public areas. This risk must be identified and quantified during pre-acquisition due diligence. Where a change of use is required, a formal authorisation will generally be required.
- The municipal master plan is binding and may:
  - explicitly permit, condition or exclude warehouse and storage uses in specific zones;
  - impose restrictions on outdoor storage, container areas, height and screening requirements;
  - set minimum parking ratios, access requirements and landscaping obligations;
  - impose *standard urbanistici* (minimum ratios of green space, public areas and infrastructure) that affect site coverage and lettable area.
- Comprehensive planning due diligence before any acquisition or development is essential, including verification of the current *destinazione d'uso*, the applicable zoning instrument, the building permit file (*fascicolo edilizio*) and any outstanding compliance obligations. The *certificato di destinazione urbanistica* is the key document confirming the planning status of a given plot and should be obtained as part of any acquisition process.

1.2 *Building Law*

- Self-storage facilities generally require a building permit (*permesso di costruire*) or, for less significant interventions, a *Segnalazione Certificata di Inizio Attività* (SCIA), under the *Testo Unico dell'Edilizia* (D.P.R. 380/2001).
- Key regulatory topics include:
  - Assessment of whether the self-storage facility qualifies as an autonomous built volume for planning purposes or instead as ancillary warehouse space excluded from the calculation of maximum permitted floor area ratios and development indices.
  - Fire safety and fire prevention certification (*Certificato di Prevenzione Incendi*, CPI): self-storage facilities above certain size or fire-load thresholds are subject to the fire prevention regime under D.P.R. 151/2011 and the *Codice di Prevenzione Incendi* (D.M. 3 August 2015), requiring prior examination and approval by the *Vigili del Fuoco* and issuance of the CPI before the facility can operate. Requirements cover fire compartmentation, escape routes, detection and suppression systems and management of goods with elevated fire risk;
  - Structural compliance and seismic design: structural design must comply with the *Norme Tecniche per le Costruzioni* (NTC 2018, D.M. 17 January 2018). Given Italy's significant seismic exposure, seismic classification of the site and seismic design requirements are of particular relevance for new construction and structural retrofitting, and must be factored into construction costs and timelines;
  - Accessibility for persons with disabilities: barrier-free access is required under D.P.R. 503/1996 and D.M. 236/1989 for buildings accessible to the public. For multi-storey facilities, lift requirements apply where the public has access to upper floors;
- For temporary or modular structures, including container-based units, simplified procedures may apply in certain cases, depending on the nature and duration of the installation. However, the rules are restrictive: structures intended for permanent use are treated as buildings and require a full *permesso di costruire*. Outdoor container storage for IOS projects is particularly exposed to this risk.

1.3 *Environmental and Immission Control*

- Self-storage does not involve industrial emissions in the strict sense but may nonetheless give rise to significant environmental obligations under Italian law. The primary legislative framework is the *Codice dell'Ambiente* (D.Lgs. 152/2006, TUA), which consolidates national environmental law on impact assessment, waste, water, air quality and soil protection.
- Key topics include:
  - Environmental Impact Assessment (VIA — *Valutazione di Impatto Ambientale*): large-scale storage developments — exceeding certain surface thresholds — may trigger a formal VIA screening procedure at regional level (*verifica di assoggettabilità*). Applicable thresholds are set by the TUA;
  - Noise (*immissioni acustiche*): noise emissions are governed by L. 447/1995 and its implementing decrees, including D.P.C.M. 14 November 1997 (zoning and limit values);

- Soil and groundwater contamination: the remediation regime under the TUA applies to sites where contamination thresholds (*concentrazioni soglia di contaminazione*, CSC) are exceeded. Development on brownfield or former industrial sites carries exposure to remediation obligations that can materially affect acquisition pricing and timelines. Phase I and, where warranted, Phase II environmental surveys are indispensable before any acquisition;
- Water and drainage: works involving significant surface sealing (particularly relevant for IOS and large drive-up parks) may require a water authorisation under regional legislation implementing the TUA. In flood-risk or hydraulically sensitive zones classified under the *Piano di Gestione del Rischio Alluvioni* (PGRA) or the applicable basin authority plan (*Piano di Assetto Idrogeologico*, PAI), specific restrictions or prohibitions on new development may apply and must be verified during due diligence;
- Waste management: where customers may store goods including hazardous or regulated materials, the operator must ensure the facility does not inadvertently constitute an unlicensed waste storage or disposal site. Appropriate contractual provisions governing permitted and prohibited goods are therefore also an environmental compliance tool under the TUA's waste regime.

1.4 *Contract Law: Storage vs Rental; B2C vs B2B*

The legal characterisation of self-storage customer contracts is a central issue under Italian law. The two main frameworks are:

- **Storage contract (*contratto di deposito*)** under Articles 1766 et seq. of the Italian Civil Code: the operator receives goods and assumes an obligation to safeguard and return them. The depositary is liable for loss or damage unless it proves it acted with the diligence of a *buon padre di famiglia*. This characterisation imposes a higher duty of care and can significantly expand the operator's exposure.
- **Rental contract (*contratto di locazione*)** under Articles 1571 et seq. of the Civil Code: the operator provides a unit for the customer's use; the customer retains responsibility for the goods stored therein. This is the characterisation typically sought by operators, as it limits their liability to the condition and availability of the space rather than the safety of the contents.

In practice, self-storage agreements frequently combine elements of both, which creates interpretive risk. Italian courts will look beyond the label given to the contract and assess the actual economic substance of the relationship. If the operator exercises any degree of control over access to the goods or assumes active custodial functions, a *deposito* characterisation becomes more likely.

The characterisation has direct consequences for:

- allocation of risk for loss, theft or damage to stored goods;
- insurance obligations and the structuring of operator vs. customer coverage;
- liability caps and their enforceability under Italian law;
- termination rights and remedies upon default.

The distinction between B2C and B2B relationships adds a further layer of complexity:

- **B2C (consumers)**: mandatory consumer protection rules under the *Codice del Consumo* (D.Lgs. 206/2005) apply, including pre-contractual information duties, the right of withdrawal for distance contracts (including online bookings), and strict controls on unfair terms in standard-form contracts (*clausole vessatorie* under Articles 33–37). Limitation of liability clauses, automatic renewal provisions and access-restriction mechanisms are subject to heightened scrutiny and may be unenforceable if not individually negotiated and clearly highlighted.
- **B2B (commercial customers)**: greater contractual freedom applies, but standard terms remain subject to the general controls under Articles 1341–1342 of the Civil Code. Clauses limiting liability, excluding warranties or imposing onerous obligations on the counterparty must be specifically approved in writing (*doppia firma*) to be effective.

Robust standard contracts should address:

- permitted and prohibited goods (including hazardous, perishable or high-value items);
- access times, procedures upon default and operator step-in rights;
- security measures and allocation of responsibility between operator and customer;
- liability, insurance obligations and limitation periods;
- consequences of payment default, including lien rights over stored goods and procedures for disposal of abandoned property — an area where Italian law offers less clarity than some other jurisdictions and where contractual drafting must be particularly careful.

1.5 *Data Protection, Access and Security*

Modern self-storage facilities rely heavily on digital systems — online booking, electronic access control and video surveillance (CCTV) — creating a significant data protection compliance layer governed by the General Data Protection Regulation (EU Regulation 2016/679 – GDPR) and, at national level, by the *Codice in materia di protezione dei dati personali* (D.Lgs. 196/2003, as amended by D.Lgs. 101/2018) and the guidelines issued by the *Garante per la protezione dei dati personali*.

Key compliance requirements include:

- **Legal basis**: a valid legal basis must be identified for each processing activity (typically contract performance for access management, legitimate interest for CCTV, legal obligation for certain retention requirements). Consent is generally not the appropriate basis for operational data processing.
- **Transparency**: customers must receive a clear and complete privacy notice (*informativa*) covering the categories of data processed, purposes, retention periods, data sharing arrangements and their rights under the GDPR.
- **Video surveillance**: CCTV systems must comply with the *Garante's* guidelines on video surveillance (Provvedimento generale of 8 April 2010 and subsequent updates). Requirements include proportionality of coverage, mandatory signage, strict retention limits (generally 24–72 hours, extendable only in justified cases), and restricted access to footage. In facilities with 24/7 unmanned access, the design of the surveillance system is also a security and insurance issue.

- **Access control data**: logs generated by electronic access systems constitute personal data and are subject to retention and deletion obligations. Where licence-plate recognition is used, specific attention must be paid to the *Garante's* guidance on automated processing.
- **Data security**: operators must implement appropriate technical and organisational measures under Article 32 GDPR, including access controls, encryption where relevant, and incident response procedures. A data breach affecting customer data must be notified to the *Garante* within 72 hours where it is likely to result in a risk to individuals.

Operators should maintain a comprehensive *Registro delle attività di trattamento* (Article 30 GDPR), conduct any required data protection impact assessments (DPIA), and maintain a documented compliance framework.

2. Regulatory Trends and Risks

The Italian self-storage sector is at an early stage of regulatory maturity, but a number of trends and risk clusters are becoming increasingly relevant for investors and operators.

Emerging regulatory trends:

- **Increased municipal scrutiny of land use:** local authorities are becoming more attentive to the use of commercial and industrial zones, particularly in urban fringe areas where self-storage competes with logistics, light industrial and residential conversion projects. The classification of self-storage as a *destinazione d'uso* and its compatibility with the applicable zoning instrument remains a source of interpretive uncertainty across different municipalities and regions, given the absence of a uniform national framework.
- **ESG and sustainability requirements:** financing conditions for real estate acquisitions increasingly incorporate ESG criteria. For self-storage, this translates into expectations around energy efficiency (particularly relevant for climate-controlled inner-city facilities), stormwater management, sealed-surface mitigation, and broader considerations of neighbourhood compatibility. These factors are beginning to influence both planning consent processes and investment committee requirements.
- **Consumer protection enforcement:** the *Autorità Garante della Concorrenza e del Mercato* (AGCM) has increased scrutiny of standard-form B2C contracts in the services sector. Automatic renewal clauses, price escalation mechanisms and access-restriction procedures upon non-payment are areas where enforcement risk is real.

Recurring risk clusters:

- **Planning and permit risk:** unclear or contested *destinazione d'uso* classifications; incomplete or outdated building permits; undocumented works or changes of use; exposure to *oneri di urbanizzazione* claims. This risk is particularly acute for conversion projects and for facilities operating on the basis of legacy permits that do not reflect the current use.
- **Fire safety and technical compliance risk:** gaps in fire prevention certification (CPI), particularly where facilities have been extended or altered without updating the fire prevention file; inadequate compartmentation or suppression systems; non-compliant access or emergency egress arrangements.
- **Environmental risk:** soil contamination on brownfield or former industrial sites; inadequate drainage for sealed outdoor storage areas; noise or operational impacts not addressed in the planning consent.

- **Contractual and consumer law risk:** mischaracterised contracts (storage vs rental); unenforceable limitation clauses in B2C relationships; inadequate procedures for default, abandonment and disposal of stored goods.
- **Data protection risk:** non-compliant CCTV systems; inadequate retention and deletion policies; absence of a documented compliance framework, exposing operators to *Garante* enforcement and administrative sanctions under the GDPR.

Thorough legal due diligence — covering zoning status, permit files, fire prevention documentation, standard contracts, environmental position and data protection compliance — is indispensable for any acquisition or development in this sector.

3. Legal Structuring as a Value Driver

Self-storage in Italy is an emerging but structurally undersupplied asset class, with a risk-return profile that is increasingly attractive to institutional investors. Drive-up parks, industrial outdoor storage and inner-city multi-storey facilities each offer distinct opportunities but also specific legal and regulatory challenges that must be identified and managed from the outset.

Well-structured projects in the Italian market typically feature:

- **Legally robust planning and permitting**: a clear and documented *destinazione d'uso* aligned with the operational concept, supported by up-to-date permits and, where applicable, regularisation of historic non-conformities. For conversion projects, the change-of-use analysis — including the assessment of *oneri di urbanizzazione* exposure — should be completed before acquisition.
- **Technical and operational compliance**: current fire prevention certification, structural compliance with NTC 2018 (including seismic requirements), and a coherent approach to accessibility, drainage and environmental management. For facilities relying on automated, unmanned operations, the adequacy of the technical and security infrastructure is both a compliance and an insurance issue.
- **Carefully designed contracts**: standard-form agreements that are correctly characterised (rental rather than storage where intended), enforceable against both B2C and B2B customers under Italian law, and that address the full operational lifecycle including default, abandonment and disposal. The enforceability of limitation of liability clauses and the robustness of the operator's lien mechanism over stored goods deserve particular attention in the Italian legal context.
- **A documented data protection framework**: proportionate and compliant CCTV and access control systems, adequate privacy notices, and a maintained *Registro delle attività di trattamento*, reducing regulatory exposure and supporting investor due diligence.

For investors and operators, the Italian legal framework is not merely a constraint but a genuine value driver. Early and integrated legal advice across planning, permitting, acquisition structuring and contract design can unlock sites, de-risk projects and protect long-term returns in a market that remains significantly underpenetrated and where first-mover positioning carries real competitive advantage.

Germany

1. **Cross-Cutting Legal Framework in Germany**

1.1 *Planning Law*

- Key questions for every site are the classification of use, suitable zones and the content of the local zoning plan (*Bebauungsplan*).
- Self-storage is usually treated as commercial or warehouse use; the precise classification can determine admissibility in a given zone. In practice, self-storage is typically located in:
  - *Gewerbegebiete* (GE – commercial areas)
  - *Industriegebiete* (GI – industrial areas)
  - occasionally *Mischgebiete* (MI) or *Kerngebiete* (MK), especially for inner-city storage.
  - Residential zones are generally critical or unsuitable.
- The Bebauungsplan is binding and may:
  - explicitly permit or exclude warehouse/storage uses
  - restrict outdoor storage (height, area, screening)
  - set design and landscaping requirements.
- If the intended use deviates from the plan, exceptions (*Ausnahmen*) or exemptions (*Befreiungen*) may be required and can be refused.
- Accordingly, planning due diligence before acquisition or development is essential, especially for drive-up and IOS schemes that rely on outdoor units and traffic.

1.2 *Building Law (Landesbauordnungen)*

Self-storage facilities and larger IOS developments generally require a building permit under the applicable state building code and technical building regulations. Key topics include:

- Fire safety: fire compartments, escape routes, emergency exits and lighting, detection and extinguishing systems, handling of flammable or hazardous substances.
- Structural design: load-bearing capacity (floors, mezzanines), wind and snow loads (e.g. container stacks, external structures).
- Accessibility: barrier-free access, lift requirements in multi-storey facilities.
- Parking and loading areas.
- Technical installations: ventilation, smoke extraction, electrical installations and lighting, safety systems (access control).

For temporary structures (containers, modular units), special rules may apply; some minor structures can be exempt from permitting, with thresholds varying between individual states (*Bundesländer*).

1.3 *Environmental and Immission Control*

Self-storage typically does not involve heavy industrial emissions but may still raise environmental issues, in particular:

- Noise:
  - Traffic (cars, vans, occasional trucks)
  - Opening hours and evening/night-time access
  - Loading/unloading noise, especially in drive-up and IOS projects
- Soil and water protection:
  - Use of former industrial or brownfield sites (potential contamination)
  - Sealed surfaces, rainwater drainage and infiltration
  - Storage of vehicles or materials that might leak pollutants
- Air and dust emissions: particularly where IOS involves bulk goods or certain materials.

Authorities may impose permit conditions (e.g. operating hours, screening, noise barriers, drainage solutions) to mitigate impacts, affecting design and economics.

1.4 *Contract Law: Storage vs Rental; B2C vs B2B*

The legal characterisation of customer contracts is central:

- Storage contract (*Lagervertrag*): operator assumes a higher duty of care for goods.
- Rental contract (*Mietvertrag*): operator primarily provides space; customer remains responsible for the goods.

Self-storage agreements often combine elements of both. The classification influences:

- allocation of risk for loss or damage
- insurance obligations
- liability caps and limitations
- termination rights.

In addition, the regime differs between:

- Consumers (B2C): mandatory consumer-protection rules, information duties, possible withdrawal rights for online bookings, and strict scrutiny of standard terms (*AGB-Kontrolle*).
- Commercial customers (B2B): greater contractual freedom, but AGB law still applies; risk allocation (e.g. for hazardous goods) can be more complex.

Robust standard contracts should cover:

- permitted and prohibited goods
- access times and procedures, rules during default
- security measures and allocation of responsibilities
- liability, insurance and limitation periods
- handling of payment default and abandoned goods, including lien and sale procedures.

1.5 *Data Protection, Access and Security*

Modern facilities rely heavily on digital systems: online booking and payment, electronic access control (PIN, apps, licence-plate recognition) and video surveillance (CCTV). From a data-protection perspective:

- a valid legal basis is required for processing personal data
- customers must be informed transparently about data use, retention periods and rights
- video surveillance must be proportionate, signposted and limited to what is necessary
- data must be stored securely and deleted in line with retention policies.

Operators should implement and document a coherent data-protection concept.

2. Regulatory Trends and Risks

- The sector is seeing increasing municipal scrutiny and ESG demands:

  Emerging regulatory trends:

  - tighter municipal control over land use, design and traffic impacts; self-storage may be viewed critically in sensitive or mixed-use areas, particularly inner-city locations,
  - growing ESG expectations, including energy efficiency, rainwater management, land use and social aspects (safety, neighbourhood compatibility). These trends influence both permitting and financing conditions.

  Recurring risk clusters:

  - Planning and permit risk: unclear or fragile use classifications; incomplete or outdated permits; undocumented alterations; latent retrofit obligations.
  - Technical and compliance risk: gaps in fire safety, accessibility, environmental and data-protection compliance; inadequate security concepts; problematic handling of abandoned goods.
  - Contractual risk: misclassified contracts (storage vs rental); unenforceable or unfair terms, particularly in B2C; broad public-law risks shifted to tenants or left unregulated.

Thorough legal due diligence, including zoning status, permit files, standard contracts and compliance policies, is therefore indispensable.

3. Legal Structuring as a Value Driver

Self-storage in Germany is a growing, still under-penetrated asset class with attractive risk-return characteristics. Drive-up parks, industrial outdoor storage and inner-city multi-storey facilities each offer specific opportunities but also distinct legal and regulatory challenges.

Well-structured projects typically feature:

- Legally robust planning and permitting, aligned with the actual operational concept.
- Technically and operationally compliant facilities, particularly regarding fire safety, environmental protection and data protection.
- Carefully designed contracts and compliance frameworks, tailored to asset type and customer mix (B2C/B2B).

For investors and operators, the legal framework is not merely a constraint but a central value driver. Early, integrated legal advice in planning, permitting, acquisition and contract design can unlock sites, mitigate risks and protect long-term returns in this evolving market segment.

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