

# KEMBLE CAR STORAGE

## t/a Neil Garner Performance Engineering

### TERMS AND CONDITIONS

1. The Owner shall on or before delivery notify the Company in writing as to any special care that is required due to the particular nature of the vehicle and stating precisely all special precautions necessary.
2. The Company undertakes no liability for any destruction, damage or loss however caused unless due to the negligence or wilful default of the Storer or his employees or agents.
3. The Company shall have no responsibility for any mechanical or electrical malfunction or failure whilst any vehicle is in storage or thereafter and the Owner shall indemnify the Company against any consequent loss.
4. The Company will not be responsible for the loss, damage or destruction of any vehicle whilst in the control of a subcontractor or similar third party if the Owner has requested or implicitly agreed such a procedure.
5. The Owner will be liable for payment for all materials used on the vehicle during storage in respect of any services agreed to be supplied by the Company.
6. The Company reserves the right to select a place of storage suitable for the Owner's vehicle and may move the vehicle from one store to another without reference to the Owner.
7. Whilst every effort will be made to give the Owner's vehicle the prescribed maintenance on the due day the Company reserves the right to be flexible in regard to the operation of the maintenance schedule.
8. The Owner shall give the Company notification of any changes of the Owner's address. Any notice or communication required to be given or sent by the Company to the Owner in connection with this agreement shall be deemed to be properly given or sent if sent by post addressed to the Owner at the last address of which he shall have given notice to the Company.
9. All cars will be cleaned externally before storage if necessary by the Company at a charge to the Owner.
10. All cars will be inspected, photographed, have a fluid level check and tyres inflated to the correct storage pressure at no charge to the Owner.

11. The minimum initial storage period shall be 8 weeks and then in further 4 weekly increments, unless otherwise agreed.
12. Storage fees become due in advance at the time a vehicle is deposited in store with an 8 week deposit and thereafter 4 weekly intervals. The Company reserves the right to begin legal proceedings on bills outstanding for more than 28 days.
13. The Company requires a minimum of two days notice prior to collection or delivery of a vehicle.
14. The Owner shall give to the Company at least seven days notice of his intention to permanently remove any vehicle..
15. The Company may at any time require the Owner to remove any vehicle upon 30 days notice in writing to the Owner.
16. The Company may refuse to deliver up to the Owner or any other person any vehicle deposited unless all storage charges accrued due and all other sums, if any, owed by the Owner to the Company shall have previously been paid in respect of all vehicles deposited by the Owner and a delivery order in writing (specifying or identifying the vehicle to be delivered up and the person to whom it is to be delivered up) signed by the Owner shall have been given to the Company.
17. Any claim by the Owner against the Company shall be notified to the Company in writing within three days after the delivery of the relevant vehicle to the Owner or his authorised agent or after such loss or damage shall have come to the knowledge of the Owner whichever shall be the sooner and any claims not so notified within such time shall be deemed to be waived.
18. Without prejudice to the ordinary rights of action of the Company against the Owner for breach of any condition hereof if any storage or other charges due shall not have been paid within three months after becoming due the Company may upon giving to the Owner one month's notice in writing of his intention so to do unless all such charges shall in the meantime have been paid sell by auction any or all of the vehicles of the Owner deposited for storage and for that purpose may take such steps as may be necessary to remove any such vehicle to a place of auction and the balance of the proceeds of any such sale after deducting the costs thereof and incidental thereto shall be applied first in satisfaction of all such charges and the residue shall be handed over to the Owner.
19. In the instance of dispute the Company undertakes to appoint a professional and independent arbitrator for the settling of that dispute.