



Bentley Vehicle Storage Contract Agreement

Conditions Of Business

The following Conditions apply to all Agreements with Bentley Vehicle Storage Ltd
whose registered office is at Harvey's Ln, Lewes BN8 5AF.

TERMS OF BUSINESS

The following terms of business (the "Terms of Business") apply to all Agreements between (A) Bentley Vehicle Storage Ltd, whose registered office is at Harvey's Ln, Lewes BN8 5AF.

DEFINITIONS

In these Terms of Business:

"Agreement" means any agreement entered into between the Customer and BVS, consisting of a Client and Vehicle Information Form, the Condition Report and Photographs relating to the Vehicle(s), the Prices and these Terms of Business, plus any additional written agreements made as between the Customer and BVS;

"Client and Vehicle Information Form" means the form completed by Customers, setting out their details and the details of any Vehicles;

"Condition Reports" means the reports detailing the condition of any Vehicles delivered to BVS;

"Customer" means any person(s) or other entity entering into an Agreement with BVS, and "his/him" means "her/hers" as well as referring to any other entity where the context requires;

"Drop Zone" means the drop zone located at BVS' facility and used for out of hours collections by Customers;

“Photographs” means the photographs taken of any Vehicle by BVS, which shall remain the property of BVS at all times;

“Prices” means the prices for Services provided by BVS, as set out on the website of BVS and updated from time to time, as set out in the Client and Vehicle Information Form or as agreed with the Customer from time to time in writing;

“Services” means any services provided by BVS, not limited merely to storage of Vehicles; and

“Vehicle” means any car, van, motorcycle or other means of conveyance belonging to or used by a Customer and left on the premises of BVS.

SERVICES

BVS’s main business is the provision of high quality storage facilities for Vehicles. As part of that process, BVS will generally inspect Vehicles before accepting them for storage, complete a Condition Report and Photographs and may provide services in order to bring the condition of the Vehicle up to a state necessary for storage.

Payments in respect of Services are payable by the Customer monthly in advance with the first payment becoming due at the time of acceptance of the Customer’s Vehicle for storage by BVS, with subsequent payments monthly thereafter. The first payment will also include payment for the obligatory inspection as detailed above. Payment for other Services requested by the Customer will be paid 14 days after an invoice is rendered by BVS.

The Customer and BVS may agree any amendments to the Client and Vehicle Information Form as they see fit and, in the event of any change to the details of the Vehicle, its substitution for an alternative Vehicle or the inclusion of additional Vehicles, these Terms of Business will continue to apply, unless or until they are modified with the written agreement of both parties.

BVS may use subcontractors for the provision of some of its Services where prior notification has been given to the Customer.

INSURANCE

The Customer agrees that he/she shall be responsible for insuring his/her own Vehicle up to its full market value at all times. BVS does maintain a policy of insurance on all Vehicles in its storage but any claim against BVS is subject to the exemption clauses set out below. It is the responsibility of the Customer to make sure his/her own policy covers him for all risks incurred in putting his/her Vehicle into storage with BVS.

LIMITATION OF LIABILITY

BVS will not be liable for any loss, whether indirect or direct, whether caused by its own negligence, or that of its employees or agents, and whether the act was intentional, negligent, or reckless, save as set out below. BVS will be liable only to the sum of £100,000 per Vehicle while such Vehicle is in storage. This limit is liable to change from time to time and BVS is under no obligation to notify any Customer of such change.

BVS shall not be under any obligation to the Customer for any loss or damage suffered as a result of force majeure or as a result of matters outside the reasonable control of BVS. In the event of any damage or loss being alleged by the Customer, the onus of proof shall be on the

Customer to show that such damage or loss has been caused by BVS, and in the case of damage to the Vehicle shall notify BVS within 3 days of its collection from BVS, time being of the essence of the Agreement, otherwise no liability will attach to BVS for such damage.

BVS shall have no responsibility for damage or loss caused by any defects, mechanical, electrical or otherwise, relating to the Customer's Vehicle, and shall be under no duty to the Customer either to act on or report on any defects that might be present, whether noticeable or not. The Customer shall hold BVS indemnified against any loss or liability whatsoever or however arising out of damage caused by such defects in a Customer's Vehicle.

The Customer accepts that any use of the Drop Zone is at the Customer's own risk and that BVS shall have no responsibility for any damage or loss relating to the Customer's Vehicle while that Vehicle is located inside the Drop Zone.

COLLECTION OR DELIVERY

The Customer may collect his/her Vehicle on giving BVS 24 hours' notice of his intention to do so, provided no sums are owed by the Customer to BVS. A charge may be made for collection outside the normal working hours of the facility, as published on the website of BVS, from time to time, at the hourly rate specified therein, in units of half an hour, or at such other rate as agreed between BVS and the Customer from time to time.

Requests for delivery of a Vehicle away from the facility must be dealt with by special arrangement and a charge will be made depending on the distance and time involved. No liability will attach to BVS for any losses to the Customer as a result of late or non-delivery, where BVS shows that it used its reasonable endeavours to comply with the Customer's request.

NON-PAYMENT FOR SERVICES

Any payment for Services that is overdue by more than 30 days will incur an interest charge of 8% per annum calculated from the date the payment was due until payment or Order of the Court.

In the event of non-payment, BVS may exercise a lien over any Vehicle or property in its possession or control, or the control of its subcontractors, legally or beneficially owned by the Customer or any person that the Customer represents, and whether related to the amount outstanding or not. Such property shall be released only on payment of the amount due, together with the interest and any legal and administrative costs which may have been incurred in recovering the amount due.

In the event that payments remain outstanding for 3 months or more, BVS may take proceedings pursuant to the Torts (Interference with Goods) Act 1977 and, after the provisions of the Act have been satisfied (i.e. notice has been given to the Customer that the Vehicle must be collected and payment made within a reasonable period), BVS may sell the Vehicle and any other goods as set out above, and account to the Customer for any balance that may be due to him. If any balance is due to BVS, this procedure shall not prejudice any right of recovery.

TERM AND AMENDMENTS

Any Agreement shall have a minimum term of 30 days and can be amended by BVS at any time on 30 days prior written notice to the Customer. However, subject to such minimum term, BVS or the Customer may terminate the Agreement on notice of 30 days in writing, and BVS shall release the Vehicle to any person nominated by the Customer on proof of his identity, provided all sums due to BVS have been paid in cleared funds. Where notice has been given under this clause, the Vehicle may be removed by the Customer at any point

during the notice period (provided 24 hours prior notice shall have been given), provided that any sum due to BVS, including payment for the notice period has been received in cleared funds. Where BVS has terminated this Agreement the same applies, but if the Vehicle has not been removed by the end of the 30 day period, it must be removed within 48 hours, or BVS shall be entitled to invoke the procedure set out above forthwith.

An Agreement, if not made with the Customer present on the premises of BVS, may be subject to The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2014 and if so the Customer has the right to cancel the Agreement within 14 days of the date thereof, unless the Services have commenced within that period, and is entitled to the refund of any money paid.

DISAGREEMENTS

Although it is hoped that any disagreement between BVS and the Customer shall be resolved amicably, if it cannot, the Agreement shall be interpreted in accordance with the laws of England and Wales whose courts shall have exclusive jurisdiction in determining any questions arising from it.

FORCE MAJEURE

BVS shall in no event be responsible for any delay or failure in performance of any obligations under an Agreement resulting from circumstances beyond its reasonable control.

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whose registered office is at Harvey's Ln, Lewes BN8 5AF.

BENTLEY VEHICLE STORAGE LIMITED

Company number 14092623

Company type: Private limited Company

(SIC) 52103 - Operation of warehousing and storage facilities for land transport activities