

Showroom 77 Ltd

TERMS AND CONDITIONS OF STORAGE – SHOWROOM 77

These terms and conditions of storage together with all order forms, renewal forms, policies and documents referred to in it detail the terms on the services will be provided. These terms and conditions of storage (collectively the "Terms of Business") will apply to the services made available by SHOWROOM 77 and specified on the order form/renewal form as the services to be performed by SHOWROOM 77 (collectively the "service").

1 ABOUT SHOWROOM 77

The services are provided by Showroom 77 Ltd (hereafter referred to as "SHOWROOM 77", "us" or "we"), a private limited company registered in England and Wales with company number 15808632 and registered office at Suite 2.2 My Buro, 20 Market Street, Altrincham, United Kingdom, WA14 1PF

SHOWROOM 77 provides long term storage and care of vehicles in the United Kingdom. By visiting the car storage facilities you are under no obligation to accept the services.

You accept these terms and conditions of storage, and you will comply with them, and you agree to the collection and use of your personal data in accordance with the privacy policy (www.SHOWROOM77.com/privacy_policy). We recommend that you print a copy of these terms and/or save them for future reference as well as checking these Terms of Business regularly to account for any updated versions. If you do not agree to these Terms of Business you must not use our service.

We may revise the terms of these Terms of Business from time to time by amending and posting a new version of these Terms of Business (or any of our policies) online. It is your responsibility to check the Terms of Business. Where we have entered into a contractual arrangement with one another in respect of the vehicle storage services we will take reasonable steps to notify you of any changes to the Terms of Business and your continued use of the service will denote your acceptance of the updated Terms of Business, as they are binding on you.

2 USE OF OUR SERVICE

By accessing the services you confirm that you will comply with these Terms of Business; you confirm that you are the owner of the vehicle.

You shall on or before presentation of the vehicle for storage inform us, in writing, of any special issues required due to the particular nature of the vehicle giving precise details and specifying all precautions necessary.

Your attention is drawn to Section 4 – Liability and Insurance, below.

We may terminate, discontinue or change all or any part of our service offering, without notice. We will not be liable to you if for any reason our service offering is no longer available for any period.

We reserve the right to move the vehicle by driving or otherwise as we deem necessary or appropriate. We further reserve the right to move any vehicle to any other location if the storage facility has to be closed either permanently or temporarily, as deemed appropriate by SHOWROOM 77.

SHOWROOM 77 reserves the right to forcefully enter a vehicle in such a manner, as it deems necessary without being liable for damage caused to facilitate the exercise of the rights conferred in the above paragraph or to abate any nuisance caused by the vehicle.

Documentation and details

It is your sole responsibility to ensure that the vehicle and all ownership documentation and other such documentation (as required and requested by SHOWROOM 77) is provided prior to presentation of the vehicle for storage. You warrant that all information provided by you in respect of the vehicle and yourself is true, accurate and correct.

It is your sole responsibility to keep your contact details up to date and to notify SHOWROOM 77 of any changes to your address or contact information. Any notice or communication required to be given or sent by SHOWROOM 77 to you in connection with this agreement shall be deemed to be properly given or sent by post addressed to you at the last address of which you shall have given notice to us.

3 TERM AND PAYMENT

SHOWROOM 77 provides long term storage facilities and care to owners of cars, the minimum initial term of storage of a vehicle is three (3) months, and is subject to an upfront, non-refundable, payment of three (3) months' storage charges. Subject to the minimum term, the initial storage term may be such term as is agreed by SHOWROOM 77 and you. Any extensions of the agreed initial (or subsequent) storage period will be on the same conditions as these, subject to any adjustment of charges or notice of a change to these Terms of Business.

Storage charges will be invoiced on a monthly basis, in advance, and are payable by direct debit, or standing order, in accordance with the payment mechanism stipulated on the order or renewal form and all storage fees must be settled in advance, unless expressly agreed otherwise in writing. Storage charges do not include the cost of any carriage of a vehicle to or from storage.

SHOWROOM 77 may increase storage charges from time to time on providing 21 days prior notice.

You agree to grant SHOWROOM 77 a particular lien on the vehicle/ goods being stored in accordance with these Terms of Business, as well as a general lien permitting us to retain the vehicle and any other goods stored by you with us as security for payment of all sums claimed by SHOWROOM 77 on any account. If you have failed to make payment within 28 days from the date that the sums fall due, SHOWROOM 77 may remove the vehicle from the secured storage facility and place it at any other location on the premises, whether protected by the elements or otherwise. SHOWROOM 77 may refuse to deliver or grant access to the vehicle to you unless all storage charges accrued due and other such sums have been paid in full.

If you fail to make any payment due to SHOWROOM 77 under these Terms of Business by the due date for payment, then, without limiting any other remedy we may have under these Terms of Business, you shall pay interest on the overdue amount at the rate of 4% per annum above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. You shall pay the interest together with the overdue amount.

Further to the rights granted in the preceding paragraph, in the event of your failure to remove the vehicle from the custody or control of SHOWROOM 77 by the due time (notice in accordance with these Terms of Business having been given) or to pay any amount claimed by SHOWROOM 77, SHOWROOM 77 may, without prejudice to its other rights and remedies against you, give notice in writing of SHOWROOM 77's intention to dispose of the vehicle at your entire risk and expense. If such amount is not paid and/or such vehicles are not removed within 28 days from such notice we shall be entitled to dispose of the vehicle, whereupon we shall be entitled to retain the amount owed to us and the costs of enforcement.

SHOWROOM 77 may at any time require you to remove any vehicle upon 30 days' notice in writing. Provided that you have paid all sums due to us, you shall give SHOWROOM 77 at least 7 days' notice of your intention to remove any vehicle from the premises, which removal may only take place during normal working hours or otherwise by agreement with us.

4 LIABILITY AND INSURANCE

SHOWROOM 77 does not insure individual vehicles and responsibility for maintaining insurance in respect of any vehicle deposited with SHOWROOM 77 shall always remain solely with you, the vehicle owner. We strongly recommend that you maintain a storage insurance policy for fire, theft, accidental damage in store and any other risks as you may require to be insured against.

SHOWROOM 77 does not accept, and you agree and understand that SHOWROOM 77 does not accept, any liability for destruction, damage or loss to the vehicle or any items contained within the vehicle presented for storage howsoever caused, nor any delay, non-delivery, late or mistaken delivery, unauthorised delivery or non-compliance with instructions (hereafter collectively referred to as "loss") provided that if and to the extent the loss is directly caused by neglect or wilful default of SHOWROOM 77 we shall accept liability for loss up to the maximum of liability specified and agreed by both parties in the paragraph below.

SHOWROOM 77 accepts a maximum liability equivalent to the lesser of (a) £100,000 per vehicle and (b) the storage fees paid by you to SHOWROOM 77 in the 12 months preceding the event giving rise to liability. Under no circumstances will SHOWROOM 77 be liable to you for any loss of profit or income or goodwill or indirect or consequential loss of any kind. You are strongly advised to maintain insurance cover for the vehicle throughout the time that it is in storage with us.

We are not and will not be held responsible for any loss, damage or destruction of any vehicle whilst in the control of a third party if you have requested or implicitly agreed with the relevant procedure or service being provided by a third party over which SHOWROOM 77 has no control. SHOWROOM 77 shall have no responsibility or liability for any malfunction or failure (including but not limited to mechanical and electrical issues) directly or indirectly resulting from the vehicle being in storage or occurring thereafter.

SHOWROOM 77 shall be relieved of its contractual obligations to the extent that their performance is prevented by or the non-performance results wholly or partly, directly or indirectly from the act, neglect or default of the vehicle owner including any breach by you of these Terms of Business or non-payment, or by storm, flood, fire, explosion, breakdown or unavailability of plant and/or machinery, riot, civil disturbance, industrial dispute, labour disturbance or cause beyond our reasonable control.

Any and all claims made by you against SHOWROOM 77 shall be notified in writing to SHOWROOM 77 within 21 days of such claim being brought to your attention or of the vehicle being delivered, whichever shall be sooner, and any claims not brought against SHOWROOM 77 within such timeframe shall be deemed waived.

5 GENERAL

The service is not intended for use by minors and no one under 18 years of age is permitted to enter into a contractual arrangement with us. By using the SHOWROOM 77 services, you confirm that you are over 18 years of age.

These Terms of Business do not create or intend to create an agency, partnership, joint venture or any other such relationship between us. SHOWROOM 77 may assign or transfer its rights and obligations under these Terms of Business without your prior consent, provided such assignment or transfer is on the same or equivalent terms to the relevant third party.

In the event that any of the provisions of these Terms of Business are held to be invalid, void or unenforceable, the remaining provisions will remain in full force and effect.

When the vehicle is presented for storage, no explosive or dangerous articles may be deposited in the vehicle and the vehicle shall be in such condition so as not to cause damage or injury or the likelihood of damage or injury to the SHOWROOM 77 storage facility, to any other vehicles or to any SHOWROOM 77 employees, contractors or workers and you agree to indemnify SHOWROOM 77 against any loss or damage we may suffer as a result of breach of this term and you agree to pay all costs and expenses incurred in, and our reasonable charges for, dealing with the breach and its consequences. Whilst every effort will be made to give your vehicle the prescribed maintenance on the due day we reserve the right to be flexible in regard to the operation of the maintenance schedule.

These Terms of Business are governed by the laws of England. If you have a dispute please do contact us before taking any action and we will try to resolve issues with you; however, if we and you cannot do so then you agree the courts of England will have jurisdiction to settle any dispute or claim arising under these Terms of Business.