



Contract for Storage

DETAILS OF VEHICLE TO BE STORED

Vehicle Make and Model _____ Chassis/VIN Number _____

Registration Number _____ Mileage _____

Colour _____ Estimated Current Value £ _____

Is vehicle fitted with a tracking device? Yes No Is the vehicle fitted with an alarm? Yes No
(If yes please ensure that we have all required key fobs etc)

Damage/Condition report _____

(We will always aim to photograph any damage which exists on arrival of your Vehicle)

DETAILS OF CLIENT

Full Name _____

Address _____

Postcode _____

Landline Telephone/Fax Number _____ Mobile Tel Number _____

Email Address _____

Preferred method of contact _____

Invoice Address *(if different from above)* _____

Postcode _____

I CONFIRM that my car has full insurance cover for fire, theft, accidental damage and damage to third party property while being stored by Roachwood Limited and that I have informed my insurance company that it is stored with Roachwood Limited and subject to Roachwood Limited's Conditions of Business.

Do you wish for us to collect your Vehicle? Yes No

If yes please give address for collection _____

Postcode _____

DETAILS OF STORAGE

Date storage to commence _____ Price of Storage per week £ _____
(Plus VAT where applicable)

Will you require access to your Vehicle during this period? Yes No

Please explain if there are any specific instructions we need to know about the Vehicle

Please make payment to: Roachwood Limited, s/c 20-05-06, a/c 43973549

I CONFIRM that I understand and accept the Conditions of Business of Roachwood Limited which are printed overleaf in particular that I am the owner or am authorised by the owner of the Vehicle detailed above and further that RWL are not providing any maintenance package as part of the Services. RWL agree to store the Vehicle and no more. It is not the responsibility of RWL to run up Vehicles, nor keep them maintained, serviceable or in running condition.

Signed _____ Date _____

Print Name _____

CONDITIONS OF BUSINESS OF ROACHWOOD LIMITED

The following conditions apply where the Client asks RWL to store a Vehicle or Vehicles on the Client's behalf. Where the Client is a consumer nothing in these terms and conditions shall affect the Client's statutory rights under the current Consumer legislation.

1. Definitions

'Conditions' means these terms and conditions.

'Client' means the customer who contracts with RWL for the Services under these Conditions.

'Contract' means the Contract for Storage Form between the Client and RWL for the Storage of the Vehicle which when taken together with the Conditions governs the contractual relationship between the parties.

'RWL' means Roachwood Limited of 4 Dorcan Business Village, Murdock Road, Swindon, Wiltshire SN3 5HY (correspondence address: The Freeth, Compton Bassett, Calne, Wiltshire SN11 8RD).

'Price' means the agreed storage charges as set out in the Contract.

'Services' The provision of storage facilities by RWL.

'Storage' means the storage of Vehicles by RWL under these terms and conditions which includes any ancillary services provided by RWL such as moving and handling Vehicles.

'Vehicles' means the Vehicle or Vehicles particularised in the Contract by the Client.

2. Warranties and Indemnities by Client

2.1 The Client warrants that he is the owner of the Vehicle or is authorised by the owner of the Vehicle to accept the Conditions and enter the Contract.

2.2 The Client hereby indemnifies RWL against all losses arising as a result of any error, omission misstatement or negligence of the Client or his servants or agents.

2.3 The Client hereby indemnifies RWL against all claims and proceedings brought against RWL in respect of any loss or damage or injury caused by the Vehicle.

3. Payment

3.1 The Client agrees to pay the Price monthly in advance. The minimum charge is one month.

3.2 RWL retains the right to charge interest on all overdue payments at a rate of 5% above the Bank of England base rate and to refuse to store any Vehicle until full payment is received.

4. Lien

RWL shall have a general lien against the Vehicles of the Client or any other property in the possession of RWL ('the Goods') for any monies whatsoever due from the Client or in relation to the Vehicle. In case any lien is not satisfied within a reasonable time from the date upon which RWL first gave notice of the exercise of their lien to the Client, the Goods may be sold by RWL as agent for the Client and the proceeds of sale applied in or towards the satisfaction of every such lien and all proper charges and expenses in relation to it. RWL will account to the owners of the Goods for any surplus. This does not affect the rights of RWL to pursue the Client for any other remedies as it sees fit at its sole discretion.

5. Failure to Collect Vehicles or Default by the Client

If for any reason the Client has failed to pay the Price when due or fails to collect a Vehicle from storage once notice has been served in accordance with these Conditions, RWL may at its sole discretion elect to exercise a lien under clause 4 above or any other remedy it sees fit. Before doing so RWL will give 14 days' notice to the Client that any of the steps above are being taken and the Client, upon payment of all sums owing will be entitled to remove the Vehicle before such steps are taken. In any other event when the Client wishes to remove the Vehicle from Storage the Client shall give 48 hours' notice to RWL of his intention to remove the Vehicle. All sums due to RWL must be paid in cleared funds before any Vehicle can be removed.

6. Insurance

The Client shall ensure that the Vehicle is fully insured for fire, theft, accidental damage and damage to third party property while being stored by RWL and will inform their insurance company that the Vehicle is stored with RWL and subject to RWL's Conditions of Business.

7. Limitation of Loss

In the event of 6 above applying, RWL will not be responsible for any damage to or the loss or the destruction of the Vehicle as that loss will have been covered by the Client's insurance policy.

8. Liability of RWL

8.1 In any event:

- (i) RWL shall only be liable for losses that are foreseeable; and
- (ii) the maximum liability of RWL to the Client shall be limited to the amount of the Client's proven loss.

8.2 Nothing in the Conditions shall exclude or limit the liability of RWL for death or personal injury resulting from its negligence.

8.3 Nothing in the Conditions excludes or restricts the liability of RWL for fraud or bad faith.

8.4 RWL shall not be liable for pure economic loss including loss of profit.

8.5 The Client agrees and accepts that RWL are not providing any maintenance package as part of the Services. RWL agree to store the Vehicle and no more. It is not the responsibility of RWL to run up Vehicles, nor keep them maintained, serviceable or in running condition. If the temperature in the storage facility shall fall below freezing, any damage to the Vehicle caused through lack of anti-freeze is the sole responsibility of the Client.

9. Amendments to the Conditions

These Conditions may be amended by RWL from time to time. Any such amendment shall only become effective after the expiry of 21 days' notice to be given to the Client in accordance with this Agreement. RWL will only amend the Conditions to reflect any change in the law or for regulatory reasons or to correct any errors or omissions, (this right includes the right to change any of the documentation which forms part of the Contract), as long as such correction is minor and does not materially affect the Contract.

10. Use of Agents

Whilst RWL operates its own storage facilities using its own staff and assets it reserves the right to employ the services of other contractors in order to perform its obligations under the Contract from time to time. This is only in order to ensure continuity of service to the Client and RWL will inform the Client of any such long-term alteration which affects the Vehicle.

11. Termination

(1) Either party may at any time give not less than 7 clear days' notice in writing to the other of his intention to terminate the Contract and notwithstanding that RWL may have released the Vehicles before the expiry of such notice, all charges shall be payable to the date when the notice would have expired.

(2) RWL may require the removal of the Vehicles by the Client if:

- (i) The Client's financial position becomes unsatisfactory, or (being a Company) is deemed to be unable to pay its debts as they fall due or has a winding-up petition issued against it or a receiver appointed over all or any part of its assets, or if a proposal is made for a composition with creditors or scheme of arrangement or for an administrator to be appointed in respect of all or any part of the business or assets of the Client or (being an individual) has a bankruptcy petition issued against him; or
- (ii) the continued Storage of the Vehicles will result in a deterioration to the condition of the Vehicles.

12. Force Majeure

RWL shall be relieved of its obligations to perform the Contract to the extent that performance is prevented by a failure of the Client, fire, weather conditions, industrial dispute, labour disturbance or cause beyond the reasonable control of RWL its employees or agents.

13. General

The benefit and burden of these Conditions may not be assigned by the Client without RWL's prior agreement in writing.

13.1 If any Condition or any part of any Condition shall be held to be unenforceable or invalid such unenforceability or invalidity shall not affect the enforceability and validity of the remaining Conditions or the remainder of the relevant Condition.

13.2 The headings and numbering used in these Conditions are for convenience only and shall not affect their interpretation.

13.3 Any concession or latitude allowed by RWL shall not affect RWL's rights under or release the Buyer from liability in respect of the Conditions.

14. Notices

All notices under the Conditions must be given in writing and shall be deemed to have been served if delivered or posted, in the case of the Client, to the address given in the Contract, and in the case of RWL to its registered office.

15. Law

The Contract and the Conditions shall be interpreted in accordance with English Law and the parties hereby submit to the exclusive jurisdiction of the Courts of England and Wales.