

## Terms and Conditions of Storage

Effective date: March 2019

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

**1 ABOUT HCE** The services are provided by Hadleigh Commercial Enterprises (hereafter referred to as "HCE", "us" or "we"), a private limited company registered in England and Wales with company number 4382269 and VAT number 795 9223 77. HCE provides long term storage and care of fine vehicles in the United Kingdom. You accept these terms and conditions of storage and 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 in the event that the storage facility has to be closed either permanently or temporarily, as deemed appropriate by HCE. We reserve the right to 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 all ownership documentation and other such documentation (as required and requested by HCE) is provided prior to presentation of the vehicle for storage. HCE reserves the right to not store your vehicle unless and until it is in possession of the V5C registration certificate or a current copy confirming that you are the registered keeper of the vehicle. 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 us of any changes to your address or contact information. Any notice or communication required to be given or sent by HCE to you in connection with this agreement shall be deemed to be properly given if sent by post addressed to you at the last address of which you shall have given notice to us.

**3 TERM AND PAYMENT** HCE provides long term storage facilities and care to owners of fine 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 us 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, subject to any applicable surcharge, by direct debit), in accordance with the payment mechanism stipulated on the order or renewal form. 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. HCE may increase storage charges from time to time on providing 21 days prior notice. If you fail to make any payment due to us under these Terms of Business by the due date for payment, 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. You agree to grant HCE 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 HCE on any

account. In the event that you have failed to make payment within 28 days from the date that the sums fall due, we may, at our discretion, remove the vehicle from the secured storage facility and place it at any other location on the premises. HCE 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. We may at any time require you to remove any vehicle upon 28 days' notice in writing. If you fail to remove the vehicle from the custody or control of HCE by the due time (notice in accordance with these Terms of Business having been given) we reserve the right to dispose of the vehicle in accordance with these Terms of Business. Further to the rights granted in the preceding paragraphs,

if you fail to pay any outstanding sums due to HCE (including but not limited to any unpaid storage charges and/or interest due on any overdue payment) we may, without prejudice to its other rights and remedies, issue you with a final notice for payment of outstanding sums due, together with notification that in the event of your continued failure to settle any outstanding sums within 28 days of receipt of such final notice, HCE may sell your vehicle. In the event that HCE proceeds with the sale of your vehicle, the proceeds of sale shall be used to cover the unpaid debt (including any costs incurred in the sale of the vehicle and costs of enforcement). After all outstanding sums due to HCE have been settled, any surplus proceeds of the sale will be held on trust for you. Provided that you have paid all sums due to us, you shall give us 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 of 9am to 6pm or otherwise by agreement with us.

**4 LIABILITY AND INSURANCE** HCE does not insure individual vehicles and responsibility for maintaining insurance in respect of any vehicle deposited with HCE shall at all times 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. HCE does not accept, and you agree and understand that HCE 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 HCE shall accept liability for loss up to the maximum of liability specified and agreed by both parties in the paragraph below. HCE accepts a maximum liability equivalent to the lesser of (a) £100,000 per vehicle and (b) the storage fees paid by you to HCE in the 12 months preceding the event giving rise to liability. Under no circumstances will HCE be liable to you for any loss of profit or income or goodwill or indirect or consequential loss of any kind. 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 provided that you have requested or implicitly agreed with the relevant procedure or service being provided by a third party over which HCE has no control. HCE 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. HCE 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 any 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 HCE shall be notified in writing to HCE 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 HCE 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 HCE 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. HCE 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

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damage or injury to our storage facility, to any other vehicles or to any of our employees, contractors or workers and you agree to indemnify HCE 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.

6 EXECUTION By [clicking/typing your name] into the e-docusign platform, you are agreeing to these Terms of Business as you would by signing a hard-copy of the Terms of Business in wet-ink.

## Terms and Conditions of Workshop

Effective date: March 2019

### 1. Definitions

In these Terms and Conditions:

Booking in Agreement means the agreement entered in to between 'Hadleigh Commercial Enterprises' and You setting out Your contact details, identifying Your Car and detailing the Services to be undertaken;

Business Days means a day (other than a Saturday or Sunday or a public holiday) when commercial banks are open for ordinary banking business in London;

Car means the car we perform the Services on;

Force Majeure Event means an act or event beyond Hadleigh Commercial Enterprises reasonable control, including without limitation, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat of preparation from war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, failure of public or private telecommunications networks, strikes, lock-outs or other industrial action, unavailability of parts or materials or personnel;

Insolvency Event an application, notice, resolution or order is made, passed or given for or in connection with Your bankruptcy, winding up, liquidation, dissolution, administration or reorganisation or You are subject to any other kind of insolvency event (including in another jurisdiction) or You enter into or have imposed on You any form of compromise or arrangement with Your creditors generally;

Order means your order for Parts and/or Services as set out in our Booking in Agreement with You or sales invoice that we have issued to You;

Parts means parts and accessories We sell to You as set out in Our invoice;

Services means the services we perform on Your Car;

We/Our/Us means Hadleigh Commercial Enterprises Ltd;

Hadleigh Commercial Enterprises Ltd means Hadleigh Commercial Enterprises Ltd, (hereafter referred to as "HCE", "us", "our" or "we"), a company registered in England and Wales with company number 4382269 and VAT number 795 9223 77, whose registered office is at Globe House, 15 Purdeys Way, Rochford, Essex, SS4 1ND UK; and

You/Your 'Hadleigh Commercial Enterprises' customer being the individual or company to whom the Parts and/or Services are supplied.

### 2. Our Agreement with You

2.1 Save for the terms and conditions set out in Our Booking in Agreement with You, these are the only Terms and Conditions on which HCE supply Parts and/or Services to you.

2.2 Images of Parts on our website and in Our literature are illustrative only. The actual Parts supplied may vary from those images.

2.3 We reserve the right to vary these Terms and Conditions on giving not less than 30 days prior written notice. During the 30-day notice period You can give notice to cancel Your order in accordance with clause 12.

### 3. General

3.1 HCE may subcontract all or any part of the Services if, in Our absolute discretion, specialist services are required for the purpose of completing the Services.

3.2 HCE shall retain the ownership of all Parts supplied to You or fitted to the Car by Us and ownership will only transfer to You upon Your settling in full the invoice(s) for the Services.

3.3 If, acting reasonably, HCE discovers that its labour rates increase, it shall notify You of this increase (the "Increased Labour Rate").

3.4 Once You have been notified, HCE may elect not to supply Parts and/or Services to you until the Increased Labour Rate has been agreed by You and HCE whereupon the Increased Labour Rate shall become binding on the parties.

### 4. Changes to Your Order

4.1 You may change Your Order at any time before it has been fulfilled.

4.2 If You change Your Order, we reserve the right to cancel the Order in which case clause 4.3 shall apply. If We accept a change to the Order, we reserve the right to amend our price for that Order.

4.3 If We cancel an Order under clause 4.2 You must pay for all Parts and Services provided or used to the date of cancellation as stated in clause 12.

### 5. Estimates

5.1 Any estimate is Our considered approximation of the likely cost of the Services and/or Parts.

5.2 All estimates are estimates only and are not to be treated as firm quotations.

5.3 The estimate is based on the cost for the Services and/or Parts at the time the estimate is given.

### 6. Storage

6.1 HCE will store Your Car at Our premises whilst We are working on it and will take all reasonable precautions to ensure its security.

6.2 HCE will not charge for storage when the Car is in Our workshop in connection with carrying out the Services.

### 7. Collection of Your Car

7.1 HCE will inform You when the Services are complete or, if You decide not to proceed with Our recommendations, when You inform us of that decision. At that time Your Car will be ready for You to collect.

7.2 If you arrange for a third party to collect Your Car for You, you must ensure that HCE is informed of the name of person or company collecting the Car prior to collection.

7.3 If You fail to remove Your Car within 3 months of Our first notice to collect HCE shall be entitled to dispose of it in the manner permitted by Section 12 of the Torts (Inference with Goods) Act 1977.

### 8. Insurance

8.1 The Car shall remain at Your risk at all times notwithstanding that You have entrusted the Car to HCE.

8.2 You shall insure the Car on an all risks policy at all times whilst the Car is in the custody of HCE and You shall, on request, provide documentary evidence of such insurance.

### 9. Estimates, Invoicing and Payment

9.1 If We provide You with an estimate for the price of the Parts and/or Services it will remain valid for 30 days.

9.2 The price of the Parts and/or Services may be increased above that given in any estimate by an amount attributable to (i) any suspension or alteration to the Parts and/or Services due to Your delay in providing instructions or changing Your instructions (ii) any variation in taxes and duties or other costs between the date of the estimate and date of the completion of the Services and (iii) any additional work found necessary to complete the Services but not specified in the estimate.

9.3 All HCE invoices shall be paid within 14 days of the date of the invoice or at the time of Your collection of the Car (whichever is the sooner) unless on the face of the invoice another date is given.

9.4 Payment must be made by bank transfer or credit / debit card in Great British Pounds unless otherwise agreed by HCE first in writing.

9.5 HCE reserves the right to:

9.5.1 charge interest on all or any part of any invoice not settled, accruing on a daily basis from the due date for payment until payment is made in full, both before and after any judgement, at a rate of statutory interest prescribed for the purposes of the Late Payment of Commercial Debts (Interest) Act 1998 from time to time; and

9.5.2 at the time of the Order and/or at subsequent times to require payment on account.

9.6 HCE reserves the right to stop work on a Car if outstanding invoices have not been paid.

9.7 All invoices are subject to VAT at the prevailing rate, where applicable.

9.8 All payments received by Us which are not referenced to a particular invoice number shall be allocated by Us to the oldest debt first.

9.9 Where Services are provided for a Car which is subject to an insurance claim, you agree at HCE's request to sign any documents required by the

insurer of the Car to authorise payment for the Services. If the insurer of the Car does not pay some or all of Our invoice You will be responsible for all unpaid sums.

## 10. Force Majeure Event

10.1 HCE will not have any liability under, or be deemed to be in breach of, these Terms and Conditions for any failure to perform, or delay in performance of, any of its obligations under these Terms and Conditions that result from a Force Majeure Event.

10.2 If a Force Majeure Event occurs that affects its ability to supply the Service and/or Parts to You, HCE shall notify You as soon as reasonably practicable of the existence of the Force Majeure Event and any anticipated delays to the supply of the Service and/or Parts; (if known) and any time period within which HCE has agreed to supply the Service and/or Parts will be extended accordingly.

10.3 If a Force Majeure Event that affects HCE's ability to supply the Service and/or Parts; continues for a continuous period in excess of three (3) months, the Customer shall be entitled to give notice in writing to HCE to terminate the Agreement with immediate effect.

## 11. Liability

11.1 Delivery and collection of all Cars and Parts shall be during Our normal working hours at Globe House, 15 Purdeys Way, Rochford, Essex, SS4 1ND, UK.

11.2 All risk in any Services and Parts sold to You shall pass to You on completion of the Order or earlier delivery of Your Car or Parts to You.

11.3 An Order shall be deemed completed when (i) You or Your agent collects Your Car or Parts from Us or (ii) we dispatch your Parts to You.

11.4 Title to Parts we sell to You shall only pass once You have paid in full the relevant invoice for the Parts in question.

11.5 Until ownership of the Parts has passed to You, You shall:

11.5.1 store them so that they remain readily identifiable as belonging to Us;

11.5.2 not remove, deface or obscure any identifying mark or packaging on or relating to them; and

11.5.3 maintain them in satisfactory condition, keep them insured for their full value with a reputable insurer and ensure Our interest is noted on the policy and on request allow Us to inspect our Parts and the policy.

11.6 If before ownership of the Parts passes to You, you are subject to an Insolvency Event, then without limiting any other right We may have We may at any time:

11.6.1 require You to deliver to Us our Parts in Your possession which have not been resold, or irrevocably incorporated into another product; and

11.6.2 if You fail to do so promptly, enter Your or any third party's premises where the relevant Parts are stored in order to recover them.

11.7 Nothing in these Terms and Conditions shall limit or exclude the liability or remedy of either party:

11.7.1 for death or personal injury caused by its negligence, or the negligence of its employees, agents or sub-contractors;

11.7.2 for fraud or fraudulent misrepresentation; or

11.7.3 for any act, omission or matter, liability for which may not be legally excluded or limited.

11.8 Except as provided in clause 11.7:

11.8.1 time shall not be of the essence in respect of supplying the Service and/or Parts and accordingly HCE shall not be liable for any delay in supplying the Service and/or Parts;

11.8.2 and subject to clauses 11.8.1, and 11.8.3, HCE's total liability to You under or in connection with these Terms and Conditions for any claim or claims, whether arising in contract, tort (including negligence), breach of statutory duty or restitution, for misrepresentation or otherwise, shall in no circumstances exceed one hundred percent (100%) of the price of the Parts and/or Services;

11.8.3 HCE shall not have any liability to You under or in connection with these Terms and Conditions whether arising in contract, tort (including negligence), breach of statutory duty or restitution, for misrepresentation or otherwise for:

(a) any loss of profit, loss of business, loss of revenues, loss of anticipated savings, loss of contracts or damage to reputation or goodwill; or

(b) any indirect or consequential loss of any kind whatsoever.

11.9 You shall make every effort to mitigate any loss that You suffer or incur under or in connection with these Terms and Conditions.

## 12 Your Rights to Cancel

12.1 You may cancel Your Order at any time before the Order is completed by giving written notice to Us. An Order is deemed completed in accordance with clause 11.3.

12.2 If you cancel an Order before the Order is completed You will pay Us all the costs incurred by Us up to the time of cancellation including all labour costs and the costs of all Parts.

12.3 If You have paid any sums in advance these will be applied to pay any sums due under clause 12.2 and any balance will be repaid to You or if there is a shortfall You must pay the amount of the shortfall.

## 13 Termination

13.1 Without limiting any other rights or remedies it may have, HCE may terminate these Terms and Conditions at any time without any liability to You and with immediate effect by giving written notice to You if:

13.1.1 without prejudice to HCE's rights to claim interest under clause 9, You do not pay Woodham Mortimer any sum due under these Terms and Conditions by the applicable due date;

13.1.2 You commit any other material breach of any of Your obligations under these Terms and Conditions and, if that breach is capable of remedy, have failed to remedy that breach within fourteen (14) days after receipt of written notice requiring it to be remedied;

13.1.3 You are subject to an Insolvency Event or HCE reasonably believes that is likely to be the case;

13.1.4 in the sole discretion of HCE, you have or appear to have committed or attempted to commit a criminal offence under applicable law, against or involving HCE or HCE employees or contractors, or otherwise in relation to the matters which are the subject of these Terms and Conditions or

13.1.5 there is a Force Majeure Event, which continues for sixty (60) days or more and is still continuing

13.2 If We cancel an Order under clause 13.1 You must still pay HCE in the same manner and extent as provided in clause 12.2.

## 14 Contact

14.1 If You have any questions or if You have any complaints please contact Us. You can contact HCE by telephoning 01702 531758 or by writing to Us.

14.2 Any notice required to be given under the Terms and Conditions shall be in writing and delivered by hand or sent by pre-paid first class post (or courier using an internationally registered courier company if sent abroad) or by email to the address or email address for HCE, set out in clause 14.4,

or, in each case, to any such other address or email address as a party may from time to time notify to the other party in accordance with this clause 14.

14.3 Any notices sent by the parties shall be deemed to have been received:

14.3.1 if sent by pre-paid first-class post, 2 Business Days after posting (exclusive of the day of posting);

14.3.2 if delivered by hand, on the day of delivery;

14.3.3 if sent by email, at the time of transmission, or if this time falls outside business hours in the place of receipt, when business hours resume. Business hours in this clause means 9:00am to 5:00pm on a Business Day.

14.4 All notices for HCE shall be addressed as follows:

Address: Globe House, 15 Purdeys Way, Rochford, Essex, SS4 1ND, UK.

For the attention of Kent Thirley, GM

Email address: kent.thirley@carsinternational.com.

## 15 Lien

15.1 HCE shall have a lien on Your Car and any other of Your assets in Our possession until all sums due to Us have been paid. After giving you 60 days' notice HCE shall have the right to sell or dispose of your Car or any other assets as Your agent and at Your expense and apply the proceeds towards the payment of the sums due to Us. Upon accounting to You for any balance remaining after payment or all payments due to HCE and costs of sale or disposal, HCE shall be discharged of all liability in respect of Your Car and other assets.

## 16. Miscellaneous

16.1 This agreement is between HCE and You. No other person shall have any rights to enforce any of its terms.

16.2 Only HCE may transfer its rights and obligations under these Terms and Conditions to another party. HCE will notify You if this happens but this will not affect Your rights or HCE's obligations under these Terms and Conditions.

16.3 If HCE fail to insist that You perform any of Your obligations under these Terms and Conditions, or if HCE do not enforce Our rights against You, or if HCE delays in doing so, that will not mean that HCE have waived Our rights against You and will not mean that You do not have to comply with those obligations. If HCE do waive a default by You, we will only do so in writing, and that will not mean that HCE will automatically waive any later default by You.

16.4 Each clause of these Terms and Conditions operates separately. If any court or relevant authority decides that any of them is unlawful, the remaining clauses will remain in full force and effect.

16.5 These Terms and Conditions including any non-contractual obligations arising out of or in connection with these Terms and Conditions, is governed by and shall be construed in accordance with the laws of England and Wales.

16.6 The parties agree that the courts of England and Wales shall have exclusive jurisdiction to hear and determine any suit, action or proceedings arising out of or in connection with these Terms and Conditions (including any non-contractual obligations arising out of or in connection with these Terms and Conditions) and, for such purposes, irrevocably submit to the jurisdiction of such courts.