



### Car Storage Contract

Client name (hereinafter called the owner): \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_ Town/City \_\_\_\_\_ PostCode: \_\_\_\_\_

Country: \_\_\_\_\_

Telephone number: (h) \_\_\_\_\_ (w) \_\_\_\_\_ (M) \_\_\_\_\_

Make of vehicle:	_____	Model:	_____	Colour:	_____
Chassis Number:	_____	Vehicle Reg:	_____	Date of Storage:	_____
				No of doors:	_____

#### TERMS AND CONDITIONS OF STORAGE HERO Events Limited (Hereinafter called The Company)

1. The Company undertakes no liability for any destruction, damage or loss however caused unless due to the negligence or wilful default of the Company or his employees or agents.
2. The Owner agrees to grant the Company the Lien over any vehicle stored at the company premises. Lien refers to our right to retain property until any debt or other obligation is discharged. The lien is immediately released when you account is settled in full.
3. The responsibility for maintaining insurance in respect of any vehicle deposited shall remain with the Owner who should maintain a storage insurance policy for fire, theft, accidental damage whilst in store in addition to such other risks as the Company may require to be insured against. The Company shall not be responsible for destruction or loss of or damage to any article contained in any part of any vehicles. No explosive or dangerous articles may be deposited in the vehicle. The Company offer 'All Cover' comprehensive insurance whilst vehicle is in its store. This is available on request.
4. The Company provide. Free of charge, comprehensive insurance against all road risks on your vehicle when it is being transported by the Company or it's sub contractor. Additional transport costs apply details available on request.
5. The Owner acknowledge that any insurance cover will no longer apply once the vehicle is taken out of store or removed from the transporter – out of the Company's care, at which time the Owner will accept full responsibility for properly insuring it's vehicle.
6. 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.
7. The Owner shall give to the Company at least 30 days notice of his intention to permanently remove any vehicle. The Company may at any time require the Owner to remove any vehicle upon 30 days notice in writing to the Owner.
8. **The Company may refuse to delivery 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 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) signed by the Owner shall and given to the Company.**
9. 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 one month 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



# Historic Endurance Rallying Organisation



- 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 rescue shall be handed over to the Owner.
10. 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.
  11. 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. Like wise the Owner will inform the Company of any damage on the vehicle.
  12. Minimum storage period is one month and in further one month increments. Payments made by Standing Order
  13. The Owner will be liable for payment for all materials used on his vehicle during storage in respect of any services agreed in writing to be supplied by the Company.
  14. The vehicle is appraised on arrival and departure from the store it is essential that the owner, or his representative, inspect the vehicle and on collection. If the vehicle has been transported using our transport service then you must inspect the vehicle within 24 hours of arrival and advice by phone, text and e mail of any damage.
  15. Any claim by the Owner against the Company shall be notified to the Company in writing within 3 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.
  16. Storage fees become due at the time a vehicle is deposited in store and thereafter one month interval. The Company reserves the right to begin legal proceedings on bills outstanding for more than 28 days.
  17. 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.
  18. 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.
  19. The Company aims to resolve any complaints within 14 days should it be unable to do so then the Company undertakes to appoint a professional and independent arbitrator for the settling of that dispute.
  20. The Company requires a minimum of three days notice prior to collection or delivery of a vehicle. However, certain times of the year when an event is running and there is a large movement of vehicles 7 -14 days notice is required.
  21. 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.

Customer Security Password (for release of vehicle\*) \_\_\_\_\_

\*This is required. The Company will not release a vehicle to its Owner, driver or authorised individual/company unless the Security Password is quoted.

Signed on behalf of the Owner:

Name (Print): \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signed on behalf of the Company:

Name (Print): \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Comment

Office Use:      Appraisal completed? YES / NO      Date:      Photos taken? YES / NO      Date:

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