

BROADPEAK Car Storage agreement between:

Broadpeak303 Ltd of 9 St Georges Yard, Farnham GU9 7LW contact Johnnie Gallop 07930 531231 storage@broadpeak.co.uk or Robert Browning 07934 498359

And [REDACTED]

For the storage of [REDACTED] **from the commencement date for a period of** [REDACTED] **at a cost of** [REDACTED] **excluding VAT, payable in full on or before the commencement date.**

1. Interpretation

The following definitions apply in this Agreement:

Broadpeak, we, our, or us: Broadpeak303 Limited (company number 10769962) whose registered office is at 9 ST Georges Yard, Farnham GU9 7LW;

Business Day: a day other than a Saturday, Sunday or public holiday in England and Wales;

Commencement Date: the date we first accept a vehicle into storage at the Storage Facility;

Condition Report: the vehicle condition report we prepare when we inspect a vehicle before offering our services;

Owner, you, or your: [REDACTED] being the person who books or receives services from us;

Services: means car storage and ancillary services described in paragraph 3 that we make available to you from the Storage Facility and any other services we may from time to time make available to you under this Agreement;

Storage Facility: any premises where we store vehicles from time to time;

Term: the period commencing on the Commencement Date and ending on the date the agreement is terminated by either party under paragraph 0 including any period of notice.

Reference to a person includes a natural person, a company or a partnership or other legal entity.

A vehicle includes a motor car, van, truck, motorhome, motorbike or bicycle.

The words ‘including’, ‘include’, ‘in particular’, ‘for example’ or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding them.

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2 CONTRACT

- a. This Agreement will commence on the Commencement Date and continue until terminated by either party under paragraph 0.
- b. We may from time to time refuse to provide the Services or additional Services to you for any lawful reason.
- c. We reserve the right to amend the terms of this Agreement or the scope of the Services that we offer to comply with any laws or regulatory requirements or if the amendment will not materially affect the nature or quality of the Services that we have contracted to provide. We will publish any changes we make by uploading the amended terms to our website at www.broadpeak.co.uk and this Agreement will be treated as having been amended when the new terms are uploaded to our website (the publication date). We will send you a copy of the amended terms to the email or postal address that we hold for you and if you are unhappy then you may terminate this Agreement under paragraph 0 within 21 days of the publication date.

3 SERVICES

We offer vehicle storage services from the Storage Facility. The Storage Facility is a covered, dehumidified and dust-controlled environment with modern security facilities.

Unless we are unable to do so because of the condition of the vehicle, we provide the following ancillary services while vehicles are stored at the Storage Facility:

- the vehicle exterior is washed on being accepted into storage;
- we take reasonable steps to avoid tyre “flatspots”;
- we provide electricity for battery conditioning. We can provide battery chargers at cost.

We reserve the right not to accept vehicles for storage at the Storage Facility or to terminate the provision of Services for a particular vehicle if we think a vehicle may be unsafe or otherwise unfit for storage at the Storage Facility or if you are in arrears on any amounts owed to us.

We carry out the Services using our own employees or sub-contractors. We do not provide vehicle maintenance services of any kind however we are happy to introduce you to and, at your risk, cost and expense, arrange for third parties to perform related additional services (including paint detailing or vehicle transportation to and from the Storage Facility) upon request.

We warrant that the Services shall be carried out with reasonable care and skill and comply with all applicable statutory and regulatory requirements.

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4 CHARGES AND PAYMENT

- a. Our storage charges are calculated per vehicle in accordance with our annual and daily fee payment plans, as displayed on our website from time to time.
- b. Payment for each plan must be made in advance. The first payment for each plan is due on the Commencement Date and covers:
 - for the annual plan, the full annual charge; and
 - for the daily plan, the daily charge for the first 90 day period commencing on the Commencement Date.
 Subject to paragraph 4f, subsequent payments are due:
 - for the annual plan, on or before each anniversary of the Commencement Date; and
 - for the daily plan, monthly on the same day of each subsequent month during the Term.
- c. If a payment falls due on a day that is not a Business Day, the time for payment shall be extended until the next Business Day.
- d. For the daily plan, payment for the first 90 days of storage is non-refundable. If a daily plan Agreement is terminated at any time after the first 90 days, the Owner shall be entitled to a pro-rata refund in respect of any pre-paid days after the vehicle has been removed from the Storage Facility. Payment for the annual plan is non-refundable.
- e. Payment for Services must be paid within 14 days after an invoice is rendered by Broadpeak.
- f. If you are on an annual plan we will endeavour to contact you at least 30 days prior to the end of each annual period to notify you of any changes to our charges applicable from the start of the next annual period and arrange upfront payment for the subsequent year or if you desire, transfer of your plan to our daily rate with effect from the last day of the previous charging period. Customers who move from the annual plan to the daily plan after the first anniversary of the Commencement Date are not required to pay the minimum charge for the first 90 day period but will instead be required to pay monthly.
- g. Owners on the daily plan will be notified of any changes to our charges at least 90 days in advance of any such change taking effect.
- h. Our storage charges will continue to apply unless and until this Agreement is terminated under paragraph 0 and the vehicle is removed from the Storage Facility. For the avoidance of doubt, removal of a vehicle from the Storage Facility on a temporary basis (for example for trips, repairs or servicing) will not relieve the Owner of the obligation to pay charges due under this Agreement.
- i. We cannot guarantee availability if you wish a vehicle to return to the Storage Facility after this Agreement has been terminated.
- j. All amounts payable by the Owner under the Agreement are exclusive of amounts in respect of value added tax chargeable from time to time (VAT) which shall be payable in addition

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5 DELIVERY, STORAGE AND COLLECTION

Access to drive into the storage facility is strictly by invitation and under the supervision of our employees, agents and contractors. The Owner (for himself and as agent for his guests and visitors) accepts that use of the drop-off area and entry into our Storage Facility is at that person's own risk.

The minimum period for storage of a vehicle is 90 days.

If we accept a vehicle for storage, you must advise full details of the vehicle including its registered keeper, beneficial owner and persons that you permit to drive or collect the vehicle out of storage, MOT details and whether the vehicle is taxed on an SORN status. It is your obligation to ensure that you keep us fully informed of the vehicle's tax and MOT status and notify us of any changes. You must also provide a set of all keys to the vehicle to one of our employees. If, during the course of storage, any lock or alarm proves troublesome then we may at our discretion and without telling you leave the vehicle unlocked and/or de-activate the alarm. We operate 24 hour CCTV monitoring in the Storage Facility.

We advise that you retain a second set of keys for your vehicle, we shall not be liable for loss or damage resulting from inaccessibility of keys.

We require at least 48 hours' notice for the collection or return of any vehicle from/to the Storage Facility unless otherwise agreed. We reserve the right to charge an additional fee of £80 plus VAT for vehicle arrivals or departures on shorter notice, on public holidays and between the hours of 8:00 p.m. and 8:00 a.m. (out of hours period). Any vehicle left at or near to the Storage Facility where a prior appointment has not been made are left entirely at the owner's risk.

Requests for delivery of a vehicle from the Storage Facility may be dealt with by special arrangement. We will expect to charge £40 per hour plus VAT, together with any extra expenses such as taxi and train fares.

You must remove from the vehicle any valuable items which are not attached to the vehicle. We will not be responsible for loss of or damage to any such items. Please do not ask our employees to remove or store any such items for you, as we cannot accept responsibility or liability for them.

No articles of an explosive or dangerous nature may be left in the vehicle and it is your responsibility to ensure that the vehicle is in such condition so as not to cause damage or injury or the likelihood of damage or injury to any person or property.

If we consider a vehicle to be unsafe as a result of malfunction or otherwise, we reserve the right to remove it from the Storage Facility. In these circumstances we will contact you and you must arrange collection of the vehicle promptly. You agree that if we consider it

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necessary to undertake any remedial works to a vehicle to ensure the safety of any person or property you will be responsible for and indemnify us against the costs of such works including £40 per hour plus all expenses for our time cost in safeguarding the vehicle, any person or property.

6 VEHICLE AND CONSUMER INFORMATION

When a vehicle is presented for storage we may request a copy of the DVLA registration certificate for that vehicle and confirmation of its licencing arrangements (for road use or otherwise registered as being off the road) and valid tax status. We may also require photo ID (in the form of a valid passport or driver's licence) and proof of address (in the form of a bank statement or utility bill that is not more than 3 months old) for the registered keeper or the business director or owner if the registered keeper is a body corporate. If the vehicle is presented for storage by a third party on your behalf that person must produce a signed letter from the registered keeper of the vehicle confirming the registered keeper's authority to store the vehicle at the Storage Facility and a valid photo ID to verify the identity of that person as well as any other information which we may reasonably request to confirm that person's identity / credentials.

It is your responsibility to notify us of any changes to the details provided on the vehicle details form or of any changes to the vehicle that may affect the vehicle's registration documents or tax/SORN status. Any notice or communication required to be given or sent by us to you under or in connection with this Agreement shall be deemed to be properly given or sent by post or by email addressed to the last address or email provided to us.

7 LIMITATION OF LIABILITY AND INSURANCE: OWNER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

- a. We have obtained public liability insurance cover in respect of our own legal liability for individual claims not exceeding £2 million per claim. We have obtained comprehensive insurance cover for loss and damage to vehicles in our custody in an amount not exceeding £150,000 per vehicle per claim (though cover in excess is available for an additional premium). The limits and exclusions in this clause reflect the insurance cover we have been able to arrange and you are responsible for making your own arrangements for the insurance of any excess loss.
- b. Nothing in this Agreement limits any liability which cannot legally be limited, including liability for:
 - death or personal injury caused by our negligence;
 - fraud or fraudulent misrepresentation; and
 - any matter for which we cannot lawfully limit or exclude our liability.
- c. Subject to clause 7b, our total liability to you shall not exceed:
 - for public liability, £2 million; and for all other claims incurring loss or damage to your vehicle or belongings, £150,000. Our total liability includes liability in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Agreement.

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- d. Subject to clause 7b, the following types of loss are wholly excluded by the parties:
- Loss of profits
 - Loss of sales or business.
 - Loss of agreements or contracts.
 - Loss of anticipated savings.
 - Loss of or damage to goodwill.
 - Indirect or consequential loss.
- e. Unless you notify us that you intend to make a claim in respect of an event within the notice period, we shall have no liability for that event. The notice period for an event shall start on the day on which you became, or ought reasonably to have become, aware of the event having occurred and shall expire one month from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.
- f. If we have agreed or are requested to transport your vehicle we will do so with comprehensive insurance against customary road risks up to £150,000 or such additional cover as we may have obtained on your behalf.
- g. Risk for your vehicle passes to us when the keys to that vehicle are handed to us and passes back to you upon us handing you or your representative or agent back the keys or upon the vehicle leaving the Storage Facility, whichever is the earlier.
- h. You acknowledge that any insurance cover provided by us only applies whilst your vehicle is in our care and under our risk. Any insurance cover will not apply while the vehicle is at someone else's risk and it is your responsibility to ensure that your vehicle is kept comprehensively insured at all times.
- i. This paragraph 7 shall survive termination of this Agreement.

8 TERMINATION

- a. Without affecting any other right or remedy available to it, either party may terminate this Agreement by giving the other party one months' written notice. For the avoidance of doubt, termination shall not entitle you to a refund of any sums paid or owing under the storage plan and your attention is drawn to clause 4d.
- b. Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if the other party commits a material breach of any term of the Agreement and (if such a breach is remediable) fails to remedy that breach within 14 days of that party being notified in writing to do so.
- c. Without affecting any other right or remedy available to it, we may terminate this Agreement with immediate effect by giving written notice to you if:
 you fail to pay any amount due under this Agreement on the due date for payment; or
 you become bankrupt or otherwise unable to pay your debts as they fall due.

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- d. You may terminate this Agreement under clauses 2c, 8a and 8b.
- e. Without affecting any other right or remedy available to us, we may suspend the supply of Services under this Agreement or any other contract between us and you if you fail to pay any amount due under this Agreement on the due date for payment, if you become subject to any of the events listed in clause 8c, or if we reasonably believe that you are about to become subject to any of them.

9 CONSEQUENCES OF TERMINATION

On termination of this Agreement:

- you shall immediately pay to us all of our outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt; and
- you shall return any items which have not been fully paid for.
- Our daily plan storage charges will continue to apply to any vehicle that has not been removed from the Storage Facility by the end of the Term until the date of removal.
- Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination or expiry.
- Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Agreement shall remain in full force and effect.

10 LATE PAYMENT & LIEN

Without prejudice to any of our other rights and remedies whether under this Agreement or otherwise, if you fail to pay any amounts due to be paid under this Agreement by the due date then you shall pay interest on the overdue sum from the due date for payment until payment of the overdue sum, whether before or after judgment. Such interest will accrue each day at 5% a year above the base rate of the Bank of England from time to time, but at 5% a year for any period when that base rate is below 0%.

In the event of non-payment, we may at our discretion:

- exercise a lien over any vehicle or property stored at our Storage Facility. A lien gives Broadpeak the right to retain the vehicle and any other goods we hold as security for payment of all sums claimed by Broadpeak from you on any account; or
- return the vehicle to the registered keeper's last known address. You hereby acknowledge and agree that the effect of any such return will be the immediate termination of this Agreement. In these circumstances we will either hand the

Initial Owner.....

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vehicle's keys to the registered keeper, post the vehicle's keys to the registered keeper's address or return the keys to the Storage Facility for collection by the registered keeper. We reserve the right to dispose of any such keys that have not been collected in the 12 month period after termination of the Agreement.

The following conditions apply to our right of lien:

- Our storage charges shall continue to accrue on any vehicle detained under lien.
- Access to the vehicle and any other goods shall be refused until full payment has been made.
- We may, without prejudice to our other rights and remedies against you, give you written notice of our intention to sell or otherwise dispose of the vehicle at your entire risk and expense.
- If such amount is not paid within 30 days of delivery of such notice (or such longer period as maybe agreed between you and us), we shall be entitled to sell or otherwise dispose of the vehicle and any other goods we hold and the proceeds of any such sale or disposal shall be remitted to you after deduction of all expenses and all amounts claimed by us from you (including accrued interest, legal and administrative costs which may have been incurred in administering the sale/recovering the amount due).
- If the proceeds of sale are insufficient to fully discharge our costs, we shall invoice you for the shortfall, payable within 14 days of the date of such invoice.
- We will use a reasonably appropriate method of sale but will not be liable for any inadequacy in price achieved.

11 FORCE MAJEURE

We shall not be in breach of this Agreement nor shall we be liable for any delay in performing, or failure to perform, any of our obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond our reasonable control including industrial action, acts of God or other natural disaster, interruption or failure of a utility service, collapse of buildings, flood, fire or accident.

12 PERSONAL INFORMATION

Any personal information provided to us under this Agreement will only be used

- to provide the Services described in this Agreement;
- to process charges or to recover amounts due under this Agreement; or
- if you have consented for us to do so, in order to give you information about services that we think may be of particular interest to you (but you may opt out of receiving this at any time by contacting us).

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We will keep your personal information confidential and store your personal information securely in accordance with our privacy statement – see appendix.

You understand and agree that we may share personal information and information about vehicles, including registration numbers and estimates of value with our insurers and if required with the police or other authorities for crime prevention purposes. In all other cases we will only give your personal information to third parties where the law either requires or allows us to do so or with your express permission.

You have the right to request

- access to your personal data that we hold;
- that we rectify the personal data that we hold;
- that we erase your personal data to the extent that it is no longer necessary for the purpose for which we need to keep processing it;
- that we cancel or limit the processing of your personal data.

If you object or have a complaint concerning the processing of your data by us, we urge you to contact us in the first instance and we will use our best endeavours to resolve the issue. If your objection/complaint cannot be resolved you have the right to pursue the matter with the Information Commissioner's Office.

13 SEVERANCE

If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this paragraph shall not affect the validity and enforceability of the rest of the Agreement.

14 ENTIRE AGREEMENT

The Agreement constitutes the entire agreement between us and you and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

You acknowledge that in entering into the Agreement you do not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Agreement. You agree that you shall have no claim for innocent or negligent misrepresentation based on any statement in the Agreement.

Initial Owner.....

Initial Broadpeak.....

15 RIGHTS OF THIRD PARTIES

This Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement.

16 GOVERNING LAW AND JURISDICTION

The Agreement shall be governed by and construed in accordance with the laws of England and Wales. Any dispute arising out of or in connection with the Agreement shall be subject to the exclusive of the English courts.

FORM OF ACCEPTANCE

We understand and acknowledge, and agree to observe and be bound by, the terms and conditions above, which constitute the entire Agreement between the Owner and Broadpeak.

Signed by:

Date:

Signed by:

Johnnie Gallop for Broadpeak303 Ltd

Date:

Appendix:

BROADPEAK – PRIVACY POLICY

This Privacy Policy sets out how we will treat the personal information which you provide to us from time to time. This includes through use of our website at www.broadpeak.co.uk (Site), when you contact us directly by email, phone or in writing, when you order goods and services (Services) or any other means by which you provide personal information to us. We may change this Privacy Policy from time to time and such changes shall be effective from the date and time the revised Privacy Policy is posted on the Site. The Data Controller in respect of the Site is Broadpeak303 Limited (we/us/our), a company registered in England and Wales with its registered office at 9 ST Georges Yard, Farnham GU9 7LW. We are registered as a Data Controller with the UK's Information Commissioner's Office (ICO).

To provide or offer to you our Services, it is necessary for us to process certain personal information about you (Data), including some or all of the following: name, address, date of birth, email addresses and/or phone numbers, IP addresses, web-browser details, operating system details, your activities on the Site, your personal preferences relating to the Services and/or other relevant information. The Data will be stored together with any additional information you may provide to us, and will be used to provide you with, and to improve, the Services. Also from time to time we and/or our trusted partners may contact you with offers that may interest you and/or to inform you of other products and services. All Data is processed by us in accordance with applicable data protection legislation and we will keep your personal information only for as long as is necessary.

The Data is stored on our servers or those of third-party storage service providers. We may, from time to time, expand or reduce our business which may involve the transfer of certain divisions or assets of our company to other parties, and Data, where relevant, may be transferred to such third parties. Additionally, from time to time we may transfer Data to locations outside the European Economic Area, some of which may have different data protection laws to the UK or the EU, or no data protection laws. In all such cases, we transmit such information only to entities that comply with this policy and applicable law.

We may use ‘cookies’ while you access the Site to avoid the need to re-enter details on different occasions. Cookies are also used to collect general usage and volume statistical information. We may use local “shared objects”, also known as “Flash” cookies. Examples of other reasons include:

enabling us to recognise your device so that you don't have to give the same information to us several times;

recognising that you may already have given a username and/or password; and/or,

measuring how you are using the Site, to make the Site easier to use and to ensure sufficient capacity for quick delivery.

A “cookie” is a small amount of data sent from the server and stored on your computer's hard drive. Most web browsers are automatically set up to accept cookies, but you can set your browser to refuse cookies or ask your browser to show you where a cookie has been set up. These settings will typically be found in the 'options' or 'preferences' menu of your browser.

Please note you have the right to request access to and rectification or erasure of Data or to object to or request the restriction of processing of your Data. Information about concerns or complaints may be made to the Information Commissioners Office in the UK via <https://ico.org.uk/concerns>. If you have any questions or if you do not want us to retain or use your personal information, you may withdraw your consent (i.e. “opt out”), by emailing us at storage@broadpeak.co.uk or writing to us at contacting us at Broadpeak303Ltd, 9 St Georges Yard, Farnham GU9 7LW