



GENERAL TERMS AND CONDITIONS

THESE TERMS AND CONDITIONS APPLY TO ALL AGREEMENTS BETWEEN 'LEAVENHALLS CLASSIC & PRESTIGE' AND EACH CUSTOMER, WITHOUT EXCEPTION. DEFINITIONS ARE GIVEN BELOW.

DEFINITIONS

'AGREEMENT(S)' – ANY AGREEMENT(S) BETWEEN THE COMPANY/SERVICE PROVIDER (LEAVENHALLS CLASSIC & PRESTIGE, INCLUDING SUB-CONTRACTORS FOR ADDITIONAL WORKS AS AGREED BETWEEN BOTH PARTIES) AND CUSTOMER.

'CUSTOMER' – ANY INDIVIDUAL, OR INDIVIDUAL REPRESENTING AN ORGANISATION UPON WHICH HAS ENTERED INTO AN AGREEMENT WITH LEAVENHALLS CLASSIC & PRESTIGE FOR THE PROVISION OF A SERVICE OR SERVICES.

'VEHICLE' – CAN REFER TO ANY CAR OR MOTORCYCLE THAT IS LEFT AT THE LEAVENHALLS CLASSIC & PRESTIGE STORAGE FACILITY. THIS INCLUDES VEHICLE(S) LEFT AT THE PREMISES BUT NOT IN STORAGE.

SERVICES PROVIDED BY 'LEAVENHALLS CLASSIC & PRESTIGE'

LEAVENHALLS CLASSIC & PRESTIGE PROVIDES DEHUMIDIFIED STORAGE FOR CARS AND MOTORCYCLES. IN ADDITION, A COLLECTION AND DELIVERY SERVICE, VEHICLE MAINTENANCE PACKAGES, MOT ARRANGEMENTS AND OTHER SERVICES ARE PROVIDED BY INDIVIDUAL CUSTOMER REQUEST. LEAVENHALLS CLASSIC & PRESTIGE MAY USE THIRD-PARTY PROVIDERS FOR SOME OF THESE SERVICES WHEN APPLICABLE./REQUESTED OR NECESSARY. WHERE THIS IS THE CASE THE CUSTOMER WILL BE INFORMED. CHARGES FOR THESE SERVICES WILL BE PAYABLE IN FULL TO LEAVENHALLS CLASSIC & PRESTIGE UNLESS OTHERWISE AGREED.

PAYMENTS

PAYMENT FOR STORAGE, INCLUDING ADDITIONAL STORAGE REQUIREMENTS WHERE APPLICABLE SUCH AS TRICKLE-CHARGING, IS WITHOUT EXCEPTION PAYABLE BY THE CUSTOMER IN ADVANCE. THE MINIMUM CHARGE IS 4-WEEKS (28 DAYS) AND AFTER THIS 'INITIAL PERIOD' PAYMENT CONTINUES TO BE IN ADVANCE BY 4-WEEKS (28 DAYS). WEEKLY PAYMENTS AFTER THE 'INITIAL PERIOD' ARE ACCEPTED IF THE LENGTH OF STORAGE REQUIRED IS LESS THAN 4 WEEKS (28 DAYS) THEREAFTER. THE FIRST PAYMENT IS DUE AT THE TIME OF DELIVERY OR COLLECTION OF THE CUSTOMERS VEHICLE(S) AND UPON LEAVENHALLS CLASSIC & PRESTIGE BEING SATISFIED OF THE VEHICLE(S) CONDITION FOR STORAGE, FOLLOWING AN INITIAL INSPECTION PERFORMED BY LEAVENHALLS CLASSIC & PRESTIGE.

REFUNDS FOR REDUCED STORAGE PERIODS ARE AT THE DISCRETION OF LEAVENHALLS CLASSIC & PRESTIGE.

PAYMENT FOR OTHER SERVICES REQUESTED BY THE CUSTOMER AND CARRIED OUT ACCORDINGLY ARE PAYABLE IN FULL AFTER AN INVOICE IS ISSUED BY LEAVENHALLS CLASSIC & PRESTIGE, OR, PRIOR TO THE RELEASE OF A VEHICLE FROM STORAGE, WHICHEVER IS APPLICABLE. ALL STORAGE AND ADDITIONAL WORK UNDERTAKEN ON CUSTOMER VEHICLES IS SUBJECT TO THE ADDITION OF VAT.

THE COMPANY'S CHARGES WHICH MAY BE INCREASED FROM TIME TO TIME BY AT LEAST ONE CALENDAR MONTH PRIOR NOTICE TO THE OWNER, SHALL BE PAYABLE FREE OF ANY DEDUCTIONS AT SUCH PERIOD INTERVALS AS MAY HAVE BEEN AGREED BETWEEN THE PARTIES.

COLLECTION OR DELIVERY

CUSTOMERS CAN COLLECT THEIR VEHICLE(S) HAVING GIVEN LEAVENHALLS CLASSIC & PRESTIGE AT LEAST 24 HOURS' NOTICE OF THEIR INTENTION TO DO SO. LEAVENHALLS CLASSIC & PRESTIGE WILL PROVIDE AS MUCH FLEXIBILITY AS REASONABLY POSSIBLE HOWEVER FOR THE REMOVAL OF A VEHICLE FROM STORAGE. VEHICLE(S) WILL BE RELEASED ONLY IF NO PAYMENTS ARE OUTSTANDING FOR EITHER STORAGE, OR OTHER SERVICES PROVIDED, AS PREVIOUSLY AGREED BETWEEN THE TWO PARTIES. THE NORMAL WORKING HOURS FOR LEAVENHALLS CLASSIC & PRESTIGE STORAGE FACILITY ARE 09:00-17:00 MON-SAT, AND 10:00-16:00 SUNDAY. BANK HOLIDAYS AND OTHER PUBLIC HOLIDAYS ARE SUBJECT TO POTENTIAL CLOSURE. A CHARGE MAY BE MADE FOR EXCEPTIONAL COLLECTIONS MADE OUTSIDE OF THE NORMAL WORKING HOURS OF THE FACILITY. CUSTOMERS WILL BE MADE AWARE OF ANY SUCH CHARGE IN ADVANCE SHOULD THEY ARISE. LEAVENHALLS CLASSIC & PRESTIGE WILL AIM TO BE AS ACCOMMODATING AS POSSIBLE IF COLLECTION IS REQUIRED OUTSIDE OF NORMAL WORKING HOURS BUT SUGGEST CUSTOMERS PROVIDE AS MUCH NOTICE AS POSSIBLE TO FACILITATE THIS.

STORAGE

IT IS ADVISED THAT THE OWNER OF A VEHICLE(S) DESTINED FOR STORAGE AT LEAVENHALLS CLASSIC & PRESTIGE PROVIDE INFORMATION IN WRITING REGARDING ANY SPECIAL CARE REQUIRED DUE TO THE PARTICULAR NATURE OF THE VEHICLE(S) AT THE POINT PRIOR TO COLLECTION OR DROPPING-OFF.

WHEN 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 PROPERTY OF LEAVENHALLS CLASSIC & PRESTIGE OR TO ANY OTHER VEHICLES, AND THE OWNER WILL INDEMNIFY LEAVENHALLS CLASSIC & PRESTIGE AGAINST ANY LOSS OR DAMAGE IT MAY SUFFER AS A RESULT OF BREACH OF THIS CONDITION AND WILL PAY ALL COSTS AND EXPENSES INCURRED IN, AND LEAVENHALLS CLASSIC & PRESTIGE REASONABLE CHARGES FOR, DEALING WITH THE BREACH AND ITS CONSEQUENCES.

INSURANCE

IT IS THE CUSTOMERS RESPONSIBILITY AT ALL TIMES FOR INSURING THEIR VEHICLE(S) APPROPRIATELY. LEAVENHALLS CLASSIC & PRESTIGE HAS AN INSURANCE POLICY IN PLACE, BUT ANY CLAIM AGAINST LEAVENHALLS CLASSIC & PRESTIGE IS SUBJECT TO THE EXEMPTION CLAUSES AS DETAILED BELOW. IT IS THE RESPONSIBILITY OF THE CUSTOMER ENTIRELY TO MAKE SURE THEIR OWN POLICY COVERS THEM FOR ALL RISKS INCURRED AS A CONSEQUENCE OF KEEPING THEIR VEHICLE IN STORAGE WITH LEAVENHALLS CLASSIC & PRESTIGE AND THEY ARE ADVISED TO INFORM THEIR INSURER WHERE THE VEHICLE IS BEING STORED.

LIMITATION OF LIABILITY

LEAVENHALLS CLASSIC & PRESTIGE WILL ENDEAVOUR TO PROVIDE THE UTMOST CARE OF CUSTOMER VEHICLES, HOWEVER, WHETHER DIRECT OR INDIRECT, WHETHER CAUSED BY ITS OWN NEGLIGENCE, OR THAT OF ITS EMPLOYEES OR TRUSTED THIRD-PARTIES, AND WHETHER THE ACT WAS DEEMED INTENTIONAL, NEGLIGENT, OR RECKLESS, LEAVENHALLS CLASSIC & PRESTIGE ARE NOT LIABLE FOR ANY DAMAGES OR LOSS SHOULD THEY OCCUR.

LEAVENHALLS CLASSIC & PRESTIGE SHALL NOT BE UNDER ANY OBLIGATION TO THE CUSTOMER FOR ANY LOSS OR DAMAGE SUFFERED AS A RESULT OF FORCE MAJEURE OR AS A RESULT OF MATTERS OUTSIDE THEIR REASONABLE CONTROL.

DAMAGE OR LOSS CAUSED BY ANY DEFECTS RELATING TO A CUSTOMER'S VEHICLE, ARE NOT THE LIABILITY OF LEAVENHALLS CLASSIC & PRESTIGE. THERE IS NO OBLIGATION ON THE BEHALF OF LEAVENHALLS CLASSIC & PRESTIGE TO INFORM THE CUSTOMER OF ANY DEFECTS THAT MIGHT BE PRESENT, WHETHER NOTICEABLE OR NOT. THE CUSTOMER SHALL HOLD LEAVENHALLS CLASSIC & PRESTIGE INDEMNIFIED AGAINST ANY LOSS OR LIABILITY WHATSOEVER OR HOWSOEVER CAUSED ARISING OUT OF DAMAGE CAUSED BY SUCH DEFECTS IN A CUSTOMER'S VEHICLE.

NON-PAYMENT FOR SERVICES

ANY PAYMENT FOR SERVICES THAT IS OVERDUE BY MORE THAN 4 WEEKS (28 DAYS) WILL INCUR AN INTEREST CHARGE OF 6% PER ANNUM CALCULATED FROM THE DATE THE PAYMENT WAS DUE UNTIL PAYMENT OR ORDER OF THE COURT.

IN THE EVENT OF NON-PAYMENT, LEAVENHALLS CLASSIC & PRESTIGE RESERVES THE RIGHT TO EXERCISE A LIEN OVER ANY VEHICLE OR PROPERTY IN ITS POSSESSION OR CONTROL, OR THE CONTROL OF ITS SUB-CONTRACTORS, LEGALLY OR BENEFICIALLY OWNED BY THE CUSTOMER OR ANY PERSON THAT THE CUSTOMER REPRESENTS, AND WHETHER RELATED TO THE AMOUNT OUTSTANDING OR NOT. SUCH PROPERTY SHALL BE RELEASED ONLY ON PAYMENT OF THE AMOUNT DUE, TOGETHER WITH THE INTEREST AND ANY LEGAL AND ADMINISTRATIVE COSTS WHICH MAY HAVE BEEN INCURRED IN RECOVERING THE AMOUNT DUE.

IN THE EVENT THAT PAYMENTS REMAIN OUTSTANDING FOR 12 WEEKS (84 DAYS) OR MORE, LEAVENHALLS CLASSIC & PRESTIGE MAY TAKE PROCEEDINGS PURSUANT TO THE TORTS (INTERFERENCE WITH GOODS) ACT 1977 AND, AFTER THE PROVISIONS OF THE ACT HAVE BEEN SATISFIED (I.E. NOTICE HAS BEEN GIVEN TO THE CUSTOMER THAT THE VEHICLE MUST BE COLLECTED AND PAYMENT MADE WITHIN A REASONABLE PERIOD), LEAVENHALLS CLASSIC & PRESTIGE MAY SELL THE VEHICLE AND ANY OTHER GOODS AS SET OUT ABOVE, AND ACCOUNT TO THE CUSTOMER FOR ANY BALANCE THAT MAY BE DUE TO THEM. IF ANY BALANCE IS DUE TO LEAVENHALLS CLASSIC & PRESTIGE, THIS PROCEDURE SHALL NOT PREJUDICE ANY RIGHT OF RECOVERY.

RELEASE OF VEHICLE(S)

LEAVENHALLS CLASSIC & PRESTIGE SHALL RELEASE THE VEHICLE(S) TO ANY PERSON NOMINATED BY THE CUSTOMER ON PROOF OF THEIR IDENTITY, PROVIDED ALL SUMS DUE TO LEAVENHALLS CLASSIC & PRESTIGE HAVE BEEN PAID IN FULL AND FUNDS HAVE CLEARED. WHERE NOTICE HAS BEEN GIVEN, THE VEHICLE MAY BE COLLECTED BY THE CUSTOMER AT ANY POINT DURING THE NOTICE PERIOD (PROVIDED 24 HOURS PRIOR NOTICE SHALL HAVE BEEN GIVEN), PROVIDED THAT ANY SUM DUE TO LEAVENHALLS CLASSIC & PRESTIGE, INCLUDING PAYMENT FOR THE NOTICE PERIOD HAS BEEN RECEIVED IN CLEARED FUNDS. WHERE LEAVENHALLS CLASSIC & PRESTIGE HAS TERMINATED THIS AGREEMENT THE SAME APPLIES, BUT IF THE VEHICLE HAS NOT BEEN REMOVED BY THE END OF THE 4-WEEK (28 DAY) PERIOD, IT MUST BE REMOVED WITHIN 48 HOURS, OR LEAVENHALLS CLASSIC & PRESTIGE SHALL BE ENTITLED TO INVOKE THE PROCEDURE SET OUT ABOVE FORTHWITH.

DISAGREEMENTS

ALTHOUGH IT IS HOPED THAT ANY DISAGREEMENT BETWEEN LEAVENHALLS CLASSIC & PRESTIGE AND THE CUSTOMER SHALL BE RESOLVED AMICABLY, IF IT CANNOT, THE AGREEMENT SHALL BE INTERPRETED IN ACCORDANCE WITH THE LAWS OF ENGLAND AND WALES WHOSE COURTS SHALL HAVE EXCLUSIVE JURISDICTION IN DETERMINING ANY QUESTIONS ARISING FROM IT.

FORCE MAJEURE

LEAVENHALLS CLASSIC & PRESTIGE SHALL IN NO EVENT BE RESPONSIBLE FOR ANY DELAY OR FAILURE IN PERFORMANCE OF ANY OBLIGATIONS UNDER AN AGREEMENT RESULTING FROM CIRCUMSTANCES BEYOND ITS REASONABLE CONTROL.