

Terms & Conditions of Storage



In addition to our standard terms & conditions of business, Greatworth Properties (We), are making some changes to our terms and condition for vehicles storage.

1. **As of 1st January 2019 storage fees will be payable quarterly in advance. These fees are non-refundable, and there is a notice period to terminate your agreement with us (see below).**
2. Your vehicles are stored on our premises at your own risk as previously advised by The VW Camper Company & Greatworth Classics, our sister companies.
3. You should ensure that you have adequate insurance to cover the theft of the vehicle and its contents. We are **NOT** responsible in any way for insuring your vehicle and its contents.
4. You should ensure that you have suitable covers in place to protect the vehicle from the weather. We will advise you if there are any problems with the covers, but it is your responsibility to ensure that the vehicle has some protection from the weather if you want it to have some.
5. You should come and check on your vehicles periodically to ensure that they are not suffering from adverse weather or neglect. We will tell you if we notice any problems but we are not responsible for monitoring and regular checks on the vehicles stored on our premises.
6. **If you do not keep up payments for storage of your vehicle, we may seize your vehicle to pay your debt.**

OUR RIGHT TO SELL OR DISPOSE OF STORED GOODS

- 6.1 We take the issue of Prompt Payment very seriously. It is very important that you make Prompt Payment of each and every sum (including interest) whether invoiced or not, owing from you to us from time to time under this Licence or any other agreement between you and us (in this Licence called "Your Debt").

If you do not make Prompt Payment of Your Debt, You agree that:

- the Goods are left in storage with us at Your sole risk;
- without limiting Condition, we exclude any liability in respect of the Goods when payment of Our Licence Fees or charges is overdue; and
- we may immediately exercise the lien described below.

A lien means that we have a right to retain the Goods until we have received full payment of Your Debt, and we may sell or dispose of the Goods as described below. We have a lien over the Goods for Your Debt until payment of Your Debt in full has been received by us in cash, by bank transfer or, if by cheque, until the cheque has been paid by your bank.

6.2. The following Conditions apply to our right of lien:

We are entitled to continue to charge You, and You shall pay Us, fees and charges at the same rates as under this Licence from the date Your Debt becomes due until payment is made in full or the Goods are sold or disposed of; and in default of the Prompt Payment of Your Debt, You authorise Us:

6.2.1 to refuse you and your agents access to the Goods;

6.2.2 To access the Goods and inspect and remove the Goods; and

6.2.3 apply the Deposit against Your Debt and, if the Deposit is insufficient to clear Your Debt in full, to hold onto and/or ultimately dispose of some or all of the Goods stored and You will be required to pay our costs of taking this action, including any costs associated with accessing the stored items, cleaning the store and disposing of or selling the Goods.

6.3. If Your Debt is not paid thirty (30) days after the Due Date or if You fail to collect the Goods after We have required You to collect them or if You fail to collect the Goods upon expiry or Termination Date of this Licence,

6.3.1 We may sell the Goods as if we were the owner of the Goods;

6.3.2 We will pass all ownership to the Goods to the buyer;

6.3.3 We will use the proceeds of sale to pay:

6.3.3.1 first the reasonable costs incurred by Us in administering the debt collection and sale process. These costs will include (for example) auction costs, removal costs, cleaning costs and charges for our own time;

6.3.3.2 secondly to pay Your Debt and to hold any balance for you. We are not required to give you any interest on the balance; and

6.3.4 if the proceeds of sale are insufficient to discharge:

6.3.4.1 all or any part of the costs described in Condition 3.3.1; and 3.4.2 Your Debt, You must pay any balance outstanding to Us within seven (7) days of a written demand from Us, which will set out the balance remaining due to Us. Interest will continue to accrue on Your Debt until payment has been made.

6.4. Before We sell the Goods, We will give You notice in writing (provided by email, and/or where We consider it necessary, by hand, registered letter or recorded of the amount of Your Debt at the date of the notice and that if You do not pay Your Debt within 10 days of the date of the notice, We will sell the Goods. We do not agree to give you any further notice of any intended sale.

6.4.2. We will sell the Goods by any method(s) reasonably available to achieve a selling price reasonably obtainable in the open market, taking into account the costs of sale.

6.4.3. If the Goods cannot reasonably and economically be sold (for any reason whatsoever) or they remain unsold despite our efforts, you authorise us to treat them as abandoned by you and to destroy or otherwise dispose of them at your cost (and this cost will be added to Your Debt).

6.5. We may also dispose of Your Goods if Your Goods are damaged due to fire, flood or any other event that has made the Goods (in Our opinion) severely damaged, of no commercial value, or dangerous to people or our store. We do not need your prior approval to take this action, but we will send notice to you within seven (7) days of assessing the Goods (or, where possible, we will try to give you prior notice).

6.6. You agree that we may immediately move, sell or dispose of any items that you leave unattended in common areas or outside of item at any time with no liability to you. Where possible, we will try to give you prior notice.

7. NOTICE PERIODS FOR TERMINATION

We will give you one month's written notice in the last month of the quarter that you have paid for if we decide to stop storing your vehicles and terminate our arrangement with you. No correspondence will be entered into. Our decision will be binding and final.

You will then have 14 days from the date of the notice to come and collect your vehicle.

If you fail to do so within this time period, we will seize your vehicle. Alternatively we can help you to arrange to have it delivered to your invoice address at your cost. Delivery will have to be paid in advance of the vehicle being unloaded.

You need to give us a minimum of one month's written notice in the last month of the quarter that you have paid for. We will NOT refund storage fees if you take your vehicle any earlier.

Written notice means by letter sent by recorded mail or email. If you email us we will send you a reply to acknowledge it. If you do not have our acknowledgment email, we may not have had yours and you should send a letter by registered post instead.

8. RATES FOR STORAGE

As of 1st January 2019, for new customers, our outdoor storage rate will be £85.00 + VAT per calendar month. This rate will be reviewed annually at our discretion. *Migrating customers from The VW Camper Co Ltd and Greatworth Classics will remain on rates previously advised until further notice.*

Indoor storage is limited and is charged on a case by case basis. We will provide you with a written quote should you be interested.

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