



TERMS AND CONDITIONS

1. INTERPRETATION

1.1 In these Terms, the following words have the following meanings:

1.2 "Charges" means the Charges applied by WCS for the Services and includes any default Charges applied pursuant to condition 6.

"Contract" means the agreement between WCS and the Customer for the provision of Services.

"Customer" means any person(s) or other entity who/which accepts or receives the provision of Services from WCS (and where the context so requires, includes their authorised visitors and any other person on Site in connection with the Customer or the Vehicle(s));

"Services" means the services which WCS agrees to supply from time to time in accordance with these Terms not limited merely to storage of Vehicles;

"Site" means the WCS facilities at Weaver Industrial Estate, Blackburne Street, Garston, Liverpool, L19 8JA and includes any part thereof.

"Terms" means these standard Terms and Conditions which incorporate the WCS User Handbook in each instance as amended by WCS from time to time and (unless the context otherwise requires) includes any special terms agreed in writing between the Customer and WCS.

"Vehicle" includes but is not limited to any car, van, motorhome, camper van, motorcycle, trailer or caravan;

"WCS" means Weaver Car Storage Limited, a company incorporated and registered in England and Wales with company number 11781181 whose registered office is at: 48-52 Penny Lane, Liverpool, L18 1DG;

"WCS User Handbook" means the user handbook provided by WCS in relation to day to day use of the Site, access and egress to and from the Site and the Services provided by WCS, as amended by WCS from time to time.

"Website" means the WCS website available at www.weavercarstorage.co.uk

Any reference to legislation includes any amendments, modifications, or re-enactments of that legislation. In these Terms, the headings will not affect the construction of these Terms.

1.3 A reference in these Terms to a provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

2. GENERAL

2.1 Subject to any variation under condition 2.3, the Contract will be subject to these Terms to the exclusion of all other terms and conditions (including any terms or conditions which the Customer purports to apply, and any course of dealing, and the acceptance of the provision of Services shall be deemed conclusive evidence of the Customer's acceptance of these Terms).

2.2 WCS's employees or agents are not authorised to make any representations concerning the Services unless confirmed by WCS in writing. In entering into the Contract, the Customer acknowledges that it does not rely on any such representations, which are not so confirmed, but nothing in these Terms affect the liability of either party for fraudulent misrepresentation.

2.3 WCS may from time to time update these Terms (including the WCS Used Handbook). Any variation to these Terms or the WCS User Handbook will be made available via the Website and shall take effect 30 days after being uploaded to the Website unless otherwise notified to the customer. If the customer does not agree with the changes they may terminate the contract without penalty within this period.

2.4 Any typographical, clerical or other errors in the Website, WCS User Handbook, sales literature, or other document or information issued by WCS shall be corrected without any liability provided such errors do not materially affect the customer's rights or obligations under the contract.

2.5 Save as otherwise provided, nothing in these terms shall affect a Customer's rights, when dealing as a consumer, which cannot otherwise by law be contracted out or reduced.

2.6 Each request for additional or specific Services by the Customer shall be deemed to be an offer by the Customer to purchase such Services subject to these conditions and shall only be accepted if and to the extent agreed in writing by WCS or otherwise where WCS commences the Services.

3. USE OF THE SITE

3.1 WCS shall allocate a part of the Site to the Customer by way of a non-exclusive revocable licence, for use by the Customer for the storage of the Customer's vehicles only. The access to and use of such space does not create any tenancy or other Customer proprietary right in the space so allocated.

3.2 WCS reserves the right, on notice to the Customer, to substitute the allocated space for any other space of similar size on the Site. The Customer and WCS will work together to ensure an orderly and timely move from one allocated space to another but should the Customer fail to move by the time specified by WCS, WCS reserves the right to move the Vehicles and items at the risk of the Customer and shall be entitled to charge for doing so.

3.3 In cases where the Customer is required to move a Vehicle but is unable to do so due to extenuating circumstances, WCS shall make reasonable efforts to provide assistance or alternative arrangements where practicable.

3.4 The hours of operation are set out in the WCS User Handbook. WCS does not warrant that the Site will be open during such hours and will not be liable to the Customer should the Site be unaccessible at any given time during these hours.

3.5 The Customer shall not allow any third parties to use any part of the Customer's allocated space.



3.6 The Customer warrants that the Vehicle(s) are the Customer's property and that storing them at the Site is not infringing on any third party's right to such Vehicles.

3.7 The Customer must not store third party's vehicles or any goods on the Site without the prior written permission of WCS. Where a third party Vehicle is on Site, the customer repeats the warranty set out in condition 3.6.

3.8 The Customer must not bring onto Site any flammable liquids, acids or other hazardous materials except those integral to a vehicle. Additional goods such fuels not contained in the Vehicle's fuel tank, oils not in the engine system, and extra batteries are strictly prohibited unless written approval is obtained from WCS.

3.9 WCS maintains an authorised access arrangement where the Customer must notify WCS in advance of the identity of persons who are entitled to access the Site with or on behalf of the Customer.

3.10 WCS shall not be under any obligation to notify the Customer nor shall it be liable for any loss or damage caused, where a vehicle storage system fails or where a Vehicle ceases to work.

4. ADDITIONAL SERVICES

4.1 WCS may from time to time offer to provide Vehicle collection and/or delivery. The Customer shall ensure that in relation to such collection or delivery, the Customer shall make all arrangements necessary to deliver or take delivery of the vehicle at the arranged times and place (including loading and offloading).

4.2 The Customer shall be liable, in addition to the agreed Charges for the Service, for additional costs incurred by WCS or its agents arising from the Customers failure to hand over or to take collection of the Vehicle at the agreed times.

4.3 WCS may from time to time, at its sole discretion provide access to utilities such as electricity. Limitations on the purpose for which such utilities may be used will be applied pursuant to the WCS User Handbook and the Charges applied shall be notified to the Customer from time to time. Access to utilities may be withdrawn by WCS at any time on notice to the Customer. WCS shall not be liable in relation to any failure in, or withdrawal of, utility supply.

4.4 While WCS will use reasonable efforts to meet estimated service dates, time shall not be of the essence unless expressly agreed in writing.

5. NEW ACCOUNTS

5.1 WCS will require prospective customers wishing to use the Services to open a credit account such as a Direct Debit mandate or similar. Until cleared funds have been credited to WCS's account has been confirmed, use of the Site by the Customer will not be allowed.

5.2 WCS shall be entitled to, and may carry out a credit reference search against the Customer. Such search will not affect the Customer's credit rating.

6. TERMS OF PAYMENT

6.1 Payment of the Charges for the allocated space and for any additional Services which repeat monthly shall be paid/debited by WCS monthly in advance.

6.2 For non-repeating and one off Services WCS may take payment in advance or may in its sole discretion invoice in the billing period/month immediately following the provision of such Service.

6.3 Unless otherwise agreed in writing terms of payment shall be due on the first of each month (or on the date of delivery of the Vehicle or taking allocation of a space for any part month) where date for which monthly advance payments are taken by WCS and otherwise, on the date of invoice.

6.4 Charges are net of Value Added Tax which shall be applied where applicable at the prevailing rate.

6.5 The Customer irrevocably authorises WCS to debit the Customer's account for any outstanding Charges.

6.6 Invoices may be raised in respect of a particular Service.

6.7 Time for payment shall be of the essence.

6.8 The Customer shall make all payments due under the Contract without any deduction whether by way of set-off, counterclaim, or otherwise.

6.9 If the Customer fails to make any payment on the due date then, without limiting any other right or remedy available to WCS, WCS may take one or more of the following actions:

6.9.1 suspend any further Services to the Customer by preventing the Customer from accessing the Site and or removing Vehicles or property;

6.9.2 exercise the lien Contained in condition 6.10;

6.9.3 withhold and/or offset amounts due from WCS to the Customer under this or any other contract against amounts due from the Customer to WCS (notwithstanding any terms of the Customer to the contrary); and

6.9.4 charge interest on amounts outstanding beyond the time specified in condition 6.3. The rate of interest shall be 7% per annum over the Barclays Bank plc base-lending rate (and where the rate is zero or below, shall be 7%) accruing on a daily basis from the payment due date and compounded quarterly. WCS may exercise this right in addition to any other rights it may have in respect of the Services or the non-payment, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest). The parties agree that this constitutes a substantial remedy in terms of the Late Payment of Commercial Debts (Interest) Act 1998; and

6.9.5 terminate the contract.

6.10 WCS may 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 may be clamped and 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.

6.11 In the event that payments remain outstanding for 3 months or more, WCS 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(s) and or property must be collected and payment made within a reasonable period), WCS 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 him, having taken the costs of such sale or disposal incurred by WCS or its agents. If any balance remains due to WCS, this procedure shall not prejudice any right of recovery. In disposing of the Vehicle(s) or property of the customer, neither WCS nor its agents shall have a duty to the Customer or be required to obtain best value possible.

6.12 The Customer warrants that it has authority to give and does hereby give to WCS a general contractual lien over any Vehicle or Customer property and documentation relating to the same which may be in the possession of WCS in respect of any sums payable or which may become due and payable to WCS under the Contract or any other contract with the Customer.

6.13 Until such time as the Site is cleared of the Customer Vehicles and property, Charges for storage shall continue to accrue and shall be applied in addition to any other sum outstanding. Where WCS has terminated the Contract, or applies the lien referred to in condition 6.10, WCS shall be entitled to apply default Charges of an additional 50% of the applicable Charges for the period in which the allocated space is not fully available or storage of retained Vehicles or Customer property is required.

6.14 If the Customer upgrades, downgrades, or otherwise changes their selected package, their monthly Charges shall be adjusted accordingly from the next billing cycle. Similarly, if WCS implements a price increase in accordance with clause 2.3, the Customer's monthly bill shall reflect the revised Charges from the effective date of the increase.

6.15 Any additional services requested by the Customer, including but not limited to valeting, MOT, or maintenance services, shall be charged separately at the prevailing rates. The customer shall be notified of the applicable charges in advance, and payment shall be due in accordance with clause 6.5.

6.16 All monthly invoices are generated on the 24th of each month and are due for payment on or before the 1st of the following month. The customer is responsible for ensuring that payment is made on time. Late payment charges, as specified in clause 6.13, will apply if payment is not received by the 1st of the month.

6.17 Payment for any additional services requested by the Customer, including but not limited to valeting, MOT, or maintenance services, is due upon receipt of the invoice. If payment has not cleared within seven (7) days from the invoice date, late payment charges will apply as per clause 6.13.

6.18 If the customer is set up for payment via Direct Debit and payment attempt fails, a late payment charge shall be applied immediately. WCS will automatically attempt to process the payment again. If the second attempt also fails, an additional late payment charge shall be applied. The Customer remains responsible for ensuring sufficient funds are available to complete the Direct Debit transaction.

7. CHARGES

7.1 Unless otherwise agreed in writing, all Services shall be charged at the prices of such Services applicable at the date of supply.

7.2 WCS reviews Charges regularly and will provide the Customer, subject to condition 7.3, not less than 30 days' notice of any variation to the Charges taking effect.

7.3 Notwithstanding the provisions of condition 7.2, WCS reserves the right, by giving written notice to the Customer at any time to increase the price of the Services to reflect any increase in the cost to WCS which is due to any factor beyond the control of WCS (such as, without limitation, alteration or introduction of duties or tariffs, significant increase in the costs of labour, materials or other costs (utilities)), any change in delivery/collection times/dates, specified for the Services, or any delay caused by any instructions of the Customer or failure of the Customer to give WCS adequate information or instructions.

7.4 WCS will pass on to the Customer any increase in the cost of utilities.

8. RISK AND TITLE

8.1 Vehicles and Customer property left at the Site shall remain at the Customer's risk at all times. The Customer shall ensure that such Vehicles and Customer property remain fully insured against all risk including theft, fire, and damage while on the Site. WCS shall not be liable for the loss or damage unless it is caused by its negligence or wilful misconduct.

8.2 The Customer shall be liable for and shall indemnify WCS (for itself and for other Customers of and visitors to the Site) in respect of all costs claims and damages arising from the Customer's (and the Customer's visitors) use of the Site including but not limited to delivery of Vehicles or property, storage and removal from the Site of vehicles or property, or any other use of the Site, theft. Customers are advised to remove all valuables from their vehicles. WCS shall not be liable for the loss or damage of personal belongings left in the Vehicles.

9. LIMITATION OF LIABILITY

9.1 Subject to condition 9.3, the following provisions set out the entire financial liability of WCS (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of:

9.1.1 any breach of these Terms or Contract; and



9.1.2 any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.

9.2 All warranties, conditions and other terms implied by statute or common law, save to the extent provided in Section 57 of the Consumer Rights Act 2015 and where the Customer is contracting as a Consumer, are to the fullest extent permitted by law, excluded from the Contract.

9.3 Nothing in these Terms excludes or limits the liability of WCS for death or personal injury caused by WCS's negligence or for fraudulent misrepresentation.

9.4 Subject to conditions 9.2 and 9.3 WCS's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the lesser of:

9.4.1 refund of the price of the specific Service which gave rise to the liability; or

9.4.2 the charges in the preceding six month period;

plus, in each instance, an additional ten percent (10%).

9.5 WCS shall not be liable to the Customer for:

9.5.1 any pure economic loss

9.5.2 loss of profit;

9.5.3 loss of business opportunity;

9.5.4 depletion of goodwill;

9.5.5 or otherwise,

in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract. This clause does not exclude liability for losses which cannot legally be excluded or limited, including liability under the Consumer Rights Act 2015 where applicable.

10. CONFIDENTIALITY AND DATA PROTECTION

10.1 A party (Receiving Party) shall keep in strict confidence all information of the other party, which is confidential in nature.

10.2 The Customer, shall maintain the confidentiality of the other customers using the Site and shall not divulge to any confidential information relating to such customers which shall include their vehicles or property at the Site.

10.3 The Receiving Party shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under the Contract, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party. This condition 10 shall survive termination of the Contract.

10.4 The Customer hereby warrants and represents that it has and where applicable for future persons whose details may be passed to WCS for the purpose of access to the Site, will obtain written consent from such persons whose personal details are provided to (or independently obtained by) WCS for the purposes of this supply of Services (including all visitors to Site, officers, employees, agents and contractors of Customer) together "Customer Personnel" that allows WCS to hold and process "Personal Data" (as defined in applicable data protection Law), relating to such Customer Personnel, both manually and electronically, for all purposes relating to:

10.4.1 the supply or performance of the Services;

10.4.2 administering and managing the business activities of WCS; and

10.4.3 compliance with applicable policies and procedures and laws, rules and regulations.

10.5 Where personal data is supplied solely for the purpose of fulfilment of the Contract, the parties shall rely on "legitimate purpose" in order to hold personal data relating to individuals involved in the Contract.

10.6 Subject to condition 10.5, WCS shall only hold Personal Data for the limited purpose of the supply (and any continuing supplies), and for so long as is reasonably necessary. WCS may share such personal Data with its officers and employees who have a need to know the Personal Data for the performance of the Contract but, subject to condition 10.7 shall not otherwise share the Personal Data with any third parties.

10.7 The Customer hereby authorises WCS to provide the personal details to other users of the site to enable such users to enforce legal rights against the Customer, which may have arisen from the Customer's or their authorised visitors use of the Site, including damage to or theft of vehicles or property. WCS may provide personal details to other users of Site only where strictly necessary to enable enforcement of legal rights, such as in cases of damage to or theft of vehicles or property.

11. TERMINATION

11.1 WCS shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Customer if any of the following occur (without prejudice to any other right or remedy available to WCS):

11.1.1 the Customer being in breach of any Terms or Conditions (including the WCS Handbook) or otherwise under the Contract (including an obligation to make payment) which (if capable of remedy) it fails to remedy within 10 days starting on the day after receipt of notice from WCS giving particulars of the breach;

11.1.2 the Customer passing a resolution for its winding-up or a court of competent jurisdiction making an order for the Customer's winding-up or dissolution;



- 11.1.3 the making of an administration order in relation to the Customer or the appointment of a receiver over, or the taking possession or sale by an encumbrance taking possession of or selling an asset of the Customer; or
- 11.1.4 the Customer making an arrangement or composition with its creditors generally or making an application to a court of competent jurisdiction for protection from its creditors generally; or
- 11.1.5 the Customer being unable to pay its debts as they fall due.
- 11.2 If WCS cancels or suspends any further provision of Services under the Contract under condition 11.1, and services remain unpaid for the Charges shall become immediately due and payable regardless of previous agreement or arrangement to the contrary.
- 11.3 Either party may terminate the Contract without cause subject to the following terms: An initial minimum contract period of 3 months. After the initial term, termination requires 30 days' notice. To terminate the contact, you must submit your notice through our dedicated cancellation page at www.weavercarstorage.co.uk/cancellation .
- 12. **FORCE MAJEURE**
WCS shall not be liable to the Customer whether in contract tort breach of statutory duty or otherwise if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of WCS.
- 13. **MISCELLANEOUS**
- 13.1 Each right or remedy of WCS under the Contract is without prejudice to any other right or remedy of WCS whether under the Contract or not.
- 13.2 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.
- 13.3 Failure to delay by WCS in enforcing any provision of the Contract will not be construed as a waiver of any of its rights under the Contract.
- 13.4 Any waiver by WCS of any breach of, or any default under, any provision of the Contract by the Customer will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Contract.
- 13.5 WCS may assign any rights arising under the Contract to any third party, including but not limited to the right of another customer's action against the Customer for any breach of condition 8.2 (damage to other customers' property by the Customer or their visitor) and for these purposes, the Contracts (Rights of Third Parties) Act 1999 shall apply to enable another customer to pursue rights arising under this Contract.
- 13.6 Subject to condition 13.5, the parties to this Contract do not intend that, and no term of this Contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.
- 13.7 The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by English law and the parties submit to the exclusive jurisdiction.
- 13.8 For security and operational purposes WCS requires that a full set of keys be provided for any vehicle left on site. These keys must be handed over at the time of drop-off. Vehicles left on site long term will be securely stored (off site) for the duration of the vehicles stay.
- 13.9 When a customer requires a key to be left on site for collection they must provide a written request with a minimum of 24 hours' notice. This request must be made via text message or WhatsApp. WCS will confirm receipt of the request, but the customer remains responsible for ensuring their keys are collected as agreed.
- 13.10 Whilst we take every precaution to check fluid levels before starting your vehicle, we cannot be held responsible for any mechanical failure that occurs while your vehicle is in storage with us. If we need to move your vehicle and an issue arises, we cannot accept liability, as this may be due to the vehicle being laid up for an extended period.