



HIDEAWAY SECURE LTD

**Trading Address: 1 Pitt Down Barn, Pitt Down Farm, Farley Mount,
Winchester SO21 2JE**

HIDEAWAY SECURE Ltd

- Contract Terms & Conditions
- Standing Order Details
- On-Boarding Information



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TERMS OF BUSINESS

The following terms of business (the “Terms of Business”) apply to all Agreements between (A) Hide-Away Secure (Winchester) Car Storage, whose office is at Pitt Down Barn, Farley Mount Road, Winchester, SO21 2JH and whose correspondence address is 16, Heathcote Place, Winchester, SO21 2LH (“HIDEAWAY SECURE LTD”); and (B) each of HIDEAWAY SECURE LTD’s Customers.

DEFINITIONS

In these Terms of Business:

“Agreement” means any agreement entered into between the Customer and HIDEAWAY SECURE LTD, consisting of a Client and Vehicle Information Form, the Condition Report and Photographs relating to the Vehicle(s), the Prices and these Terms of Business, plus any additional written agreements made as between the Customer and HIDEAWAY SECURE LTD;

“Client and Vehicle Information Form” means the form completed by Customers, setting out their details and the details of any Vehicles.

“Condition Reports” means the reports detailing the condition of any Vehicles delivered to HIDEAWAY SECURE LTD;

“Customer” means any person(s) or other entity entering into an Agreement with HIDEAWAY SECURE LTD, and “his/him” means “her/hers” as well as referring to any other entity where the context requires;

“Photographs” means the photographs taken of any Vehicle by HIDEAWAY SECURE LTD, which shall always remain the property of HIDEAWAY SECURE LTD;

“Prices” means the prices for Services provided by HIDEAWAY SECURE LTD, as set out on the website of HIDEAWAY SECURE LTD and updated from time to time, as set out in the Client and Vehicle Information Form or as agreed with the Customer from time to time in writing;

“Services” means any services provided by HIDEAWAY SECURE LTD, not limited merely to storage of Vehicles; and

“Vehicle” means any car, motorcycle or other means of conveyance belonging to or used by a Customer and left on the premises of HIDEAWAY SECURE LTD.

SERVICES

HIDEAWAY SECURE LTD’s main business is the provision of high-quality storage facilities for Vehicles. As part of that process, HIDEAWAY SECURE LTD will generally inspect Vehicles before accepting them for storage, complete a Condition Report and Photographs and may provide services in order to bring the condition of the Vehicle up to a state necessary for storage.

Payments in respect of Services are payable by the Customer weekly or monthly in advance with the first payment becoming due at the time of acceptance of the Customer’s Vehicle for storage by HIDEAWAY SECURE LTD, with subsequent payments monthly thereafter. The first payment will also include the obligatory inspection as detailed above. Payment for other Services requested by the Customer will be paid 14 days after an invoice is rendered by HIDEAWAY SECURE LTD. All work is subject to addition of VAT.



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The Customer and HIDEAWAY SECURE LTD may agree any amendments to the Client and Vehicle Information Form as they see fit and, in the event of any change to the details of the Vehicle, its substitution for an alternative Vehicle or the inclusion of additional Vehicles, these Terms of Business will continue to apply, unless or until they are modified with the written agreement of both parties.

HIDEAWAY SECURE LTD may use subcontractors for the provision of some of its Services where prior notification Hideaway Secure Ltd been given to the Customer.

INSURANCE

The Customer agrees that he/she shall always be responsible for insuring his/her own Vehicle up to its full market value. HIDEAWAY SECURE LTD does maintain a policy of insurance on all Vehicles in its storage but any claim against HIDEAWAY SECURE LTD is subject to the exemption clauses set out below. It is the responsibility of the Customer to make sure his/her own policy covers him for all risks incurred in putting his/her Vehicle into storage with HIDEAWAY SECURE LTD.

LIMITATION OF LIABILITY

In the event of a claim, the insurance cover, provided through Aston Lark and underwritten by Aviva, in place for vehicles in storage at Hideaway Secure Ltd would be settled on a market value indemnity basis "the cost of replacement or repair of the property lost, destroyed or damaged, to a condition as good as, but not better or more extensive than, its condition immediately prior to the Damage" The market value is initially offered by Aviva who operate the scheme with our support, and the engineers are familiar with the "types" of vehicles and clients we insure.

If you ask us to perform any services outside of our normal storage procedures, we cannot accept any liability for consequential damage or loss caused, following the owner's instructions. E.g. minor maintenance or vehicle checks, etc.

On the odd occasion there is a challenge, Hideaway Secure Ltd/Aston Lark/the owner can provide evidence if the value is disputed. Additional insurance charges may be incurred for vehicles over £100,000 in value.

HIDEAWAY SECURE LTD 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 the reasonable control of HIDEAWAY SECURE LTD. In the event of any damage or loss being alleged by the Customer, the onus of proof shall be on the Customer to show that such damage or loss whilst in store at Hideaway Secure Ltd had been caused by HIDEAWAY SECURE LTD, and in the case of damage to the Vehicle shall notify HIDEAWAY SECURE LTD within 7 days of its collection from HIDEAWAY SECURE LTD, time being of the essence of the Agreement, otherwise no liability will attach to HIDEAWAY SECURE LTD for such damage.

HIDEAWAY SECURE LTD shall have no responsibility for damage or loss caused by any defects, mechanical, electrical or otherwise, relating to the Customer's Vehicle, and shall be under no duty to the Customer either to act on or report on any defects that might be present, whether noticeable or not. The Customer shall hold HIDEAWAY SECURE LTD indemnified against any loss or liability whatsoever or howsoever caused arising out of damage caused by such defects in a Customer's Vehicle.

COLLECTION OR DELIVERY



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The Customer may collect his/her Vehicle on giving HIDEAWAY SECURE LTD 48 hours' notice of their intention to do so, provided no sums are owed by the Customer to HIDEAWAY SECURE LTD. A charge may be made for collection outside the normal working hours of the facility, as published on the website of HIDEAWAY SECURE LTD, at the hourly or mileage rate specified therein, in units of half an hour, or at such other rate as agreed between HIDEAWAY SECURE LTD and the Customer.

Requests for delivery of a Vehicle away from the facility must be dealt with by special arrangement and a charge will be made depending on the distance and time involved. No liability will attach to HIDEAWAY SECURE LTD for any losses to the Customer as a result of late or non-delivery, where HIDEAWAY SECURE LTD shows that it used its reasonable endeavours to comply with the Customer's request.

NON-PAYMENT FOR SERVICES

Any payment for Services that is overdue by more than 30 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, HIDEAWAY SECURE LTD 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 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 3 months or more, HIDEAWAY SECURE LTD 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 Hideaway Secure Ltd been given to the Customer that the Vehicle must be collected and payment made within a reasonable period), HIDEAWAY SECURE LTD 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. If any balance is due to HIDEAWAY SECURE LTD, this procedure shall not prejudice any right of recovery.

TERM AND AMENDMENTS

Any Agreement shall have an Initial Term, followed by a one-month rolling contract and can be amended by HIDEAWAY SECURE LTD at any time on 30 days prior written notice to the Customer. However, subject to such minimum term, HIDEAWAY SECURE LTD or the Customer may terminate the Agreement on notice of 30 days in writing, and HIDEAWAY SECURE LTD shall release the Vehicle to any person nominated by the Customer on proof of his identity, provided all sums due to HIDEAWAY SECURE LTD have been paid in cleared funds. Where notice Hideaway Secure Ltd been given under this clause, the Vehicle may be removed 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 HIDEAWAY SECURE LTD, including payment for the notice period Hideaway Secure Ltd been received in cleared funds. Where HIDEAWAY SECURE LTD Hideaway Secure Ltd terminated this Agreement the same applies, but if the Vehicle Hideaway Secure Ltd not been removed by the end of the 30-day period, it must be removed within 48 hours, or HIDEAWAY SECURE LTD shall be entitled to invoke the procedure set out above forthwith.

An Agreement, if not made with the Customer present on the premises of HIDEAWAY SECURE LTD, may be subject to The Consumer Contracts (Information, Cancellation and Additional Charges)



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Regulations 2014 and if so the Customer Hideaway Secure Ltd the right to cancel the Agreement within 14 days of the date thereof, unless the Services have commenced within that period, and is entitled to the refund of any money paid.

DISAGREEMENTS

Although it is hoped that any disagreement between HIDEAWAY SECURE LTD 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

HIDEAWAY SECURE LTD 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.

MONTHLY CONTRACT COST (EXCLUDING VAT):

Please refer to /www.hideawaysecure.com/prices for latest prices

| | | |
|--|------------|-------------|
| INITIAL TERM (Months): | 6 £155 pcm | 12 £135 pcm |
| Monthly cost: (followed by one-month rolling contract) | | |
| Monthly additional rental cost Air Chamber: | £ | |
| Battery Conditioner/charger utility charge: | £ | |
| Total monthly cost: | £ | |
| VAT @20%: | £ | |
| TOTAL INCLUSIVE COST PCM: | £ | |

ADDITIONAL ONE-OFF COSTS (EXCLUDING VAT)

| | | |
|---|----------|-----------------------|
| Collection via covered box trailer (fully insured) approx.. | £ 1.75 | Per mile travelled |
| Professional Valet | £ 54.00 | |
| Car Cover: (from | £ 50.00 | Paid on first invoice |
| C-TEK battery Charger/Conditioner: (from) | £ 80.00 | Paid on first invoice |
| Air Chamber: (from) | £ 599.00 | Paid on first invoice |

PAYMENT DETAILS:

Standing Order to be set up with details:

Lloyds Bank
Hideaway Secure LTD
Account Number: 46969663
Sort Code: 30-98-97

Please reference payment **with car REG or Surname**

First payment: Date of entry



VEHICLE ON=BOARDING DETAILS:

On entry, your vehicle will be fully photographed with any marks, dents or blemishes and mileage recorded in our system. We are happy to send the picture via Drop-Box (or similar) if requested at any time.

| | |
|-------------------------------|--|
| Name* | |
| Email* | |
| Home Phone* | |
| Mobile Phone | |
| Vehicle Reg* | |
| Vehicle Make* | |
| Vehicle Model* | |
| Agreed Insurance Value | |
| Insurance Provider | |
| Insurance Cover Ref | |
| Chassis Number | |

Are you on WhatsApp? _____

Would you like MOT reminders? _____

Client Details:

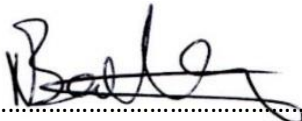
Name:

Address 1:Address 2:

Town:

County: Postcode:

Signed (Customer)..... Date:

Signed (HIDEAWAY SECURE LTD)..........Date:.....