

# Kent & Sussex Shooting School

## Shotgun Storage Terms & Conditions

DEFINITIONS: In these Terms and Conditions the following words shall have the following meanings:

Contract: any contract for the supply of Services between Kent & Sussex Shooting School and the Customer which will consist of the relevant Order, these Terms and Conditions and any other written document which Kent & Sussex Shooting School and the Customer agree in writing from time to time; Order: your order for the Services; Services: the provision of guns storage facilities to you;

Storage Fee: the fee charged by Kent & Sussex Shooting School per item per month;

Terms: the terms and conditions set out in this document; Kent & Sussex Shooting School We/Our/Us: Kent & Sussex Shooting School & Sons or such other address as Kent & Sussex Shooting School may notify the Customer in writing from time to time; You/Customer: the person, company, or firm purchasing the Services from Kent & Sussex Shooting School.

### 1. CONTRACT

1.1 These are the Terms on which Kent & Sussex Shooting School supply Services to the Customer.

1.2 Following the Customer's submission of an Order, Kent & Sussex Shooting School shall be deemed to have accepted the Order when Kent & Sussex Shooting School contacts the Customer to confirm that Kent & Sussex Shooting School can provide the Services to the Customer and requires the Customer to complete all relevant documentation (including contact information and payment information) to enable Kent & Sussex Shooting School to commence providing the Services.

1.3 Kent & Sussex Shooting School reserves the right to change these Terms if there are changes in relevant laws and regulatory requirements or for other commercial reasons.

1.4 Any variation to these Terms and Conditions shall have no effect unless they are agreed in writing by Kent & Sussex Shooting School.

### 2. SERVICES

2.1 The Services shall be provided by Kent & Sussex Shooting School for a minimum term of 3 months and shall be payable to Kent & Sussex Shooting School in advance.

2.2 The Storage Fee shall be charged in advance for every month of storage and shall be paid by the customer via Kent & Sussex Shooting School preferred payment/collection system.

### 3. REQUIREMENTS

3.1 The Customer is responsible for always notifying your local constabulary and insurer of any changes in the storage or whereabouts of your guns at all times and comply with all applicable laws and regulations in respect of your shotguns.

3.2 You shall be responsible for all insurance in respect of all items stored by Kent & Sussex Shooting School. Kent & Sussex Shooting School is not responsible for the insurance of any items held in storage.

3.3 It is your responsibility to inform Kent & Sussex Shooting School, in writing, of any changes in your contact details. Failure to do so may result in unpaid invoices for which Kent & Sussex Shooting School are not liable.

#### 4. OUR LIABILITY TO YOU

4.1 If Kent & Sussex Shooting School fail to comply with these Terms, We are responsible for loss or damage you suffer that is a foreseeable result of our breach of the Terms or Our negligence but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and us at the time when we entered this contract.

4.2 We only supply the Services for private use. You agree not to use the Services for any commercial or business use.

4.3 We have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

#### 5. YOUR RIGHTS TO CANCEL AND APPLICABLE REFUND

5.1 Should you wish to terminate the Contract you must give Kent & Sussex Shooting School at least one month's written notice to terminate. 5.2 In addition, you may cancel the Contract with immediate effect by giving Kent & Sussex Shooting School written notice if: (a) Kent & Sussex Shooting School goes into liquidation or a receiver or an administrator is appointed.

#### 6. KENT & SUSSEX SHOOTING SCHOOL'S RIGHTS TO CANCEL AND APPLICABLE REFUND

6.1 Kent & Sussex Shooting School may cancel the Contract at any time with immediate effect by giving you written notice if: (a) You have not paid us in accordance with these terms; or (b) You break the Contract in any other material way and you do not correct or fix the situation within 7 days of us asking you to in writing.

6.2 Should Kent & Sussex Shooting School be unable to collect payment from you for any reason and your account has been in arrears for six months or more, we will exercise a lien over your items and we may at our discretion sell them on the open market to cover outstanding Storage Fees.

#### 7. REMOVAL OF ITEMS FROM STORAGE

7.1 A minimum of 48 hours' notice (via telephone or email) is required should you wish to remove any item from storage.

7.2 All persons collecting guns from storage from Kent & Sussex Shooting School will be required to produce a valid, ORIGINAL, UK Shotgun Certificate. Photocopied UK Shotgun Certificates or European Firearms passes will not be accepted by Kent & Sussex Shooting School nor will the items be released.

7.3 Save as provided in clause 7.4 below guns and accessories held in storage can only be collected by the registered keeper of the gun.

7.4 Collection of guns and accessories by persons who are NOT the registered keeper are only permissible where Kent & Sussex Shooting School has been provided written permission from the registered keeper at least 48 hours prior to collection.

7.5 All outstanding accounts must be settled in full before Kent & Sussex Shooting School will release any item from storage.

#### 8. FORCE MAJEURE

8.1 If either party is prevented or delayed in the performance of any of its obligations under the Contract due to circumstances beyond its reasonable control, including, without limitation, acts of God, war, terrorism, fire, flood or industrial dispute, for a continuous period in excess of thirty days, the other party may terminate the Contract forthwith

on service of written notice upon the party so prevented, in which case, neither party will have any liability to the other except that rights and liabilities which accrued prior to such termination shall continue to subsist.

## 9. GENERAL

9.1 Failure or delay by Kent & Sussex Shooting School in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract and any waiver by Kent & Sussex Shooting School of any breach of the Contract by the Customer shall not be deemed to be a waiver of any subsequent breach and shall in no way affect the other terms of the Contract.

9.2 The Customer shall not assign, sub-contract or purport to assign the benefits and obligations under the Contract, or any part of it, without Kent & Sussex Shooting School's written consent.

9.3 If any of these Terms and Conditions, or any part thereof, shall be unenforceable, the remaining conditions, or parts thereof, shall not be prejudiced thereby and shall continue in full force and effect.

9.4 Any notice required or permitted to be given by either party will be in writing addressed to the other party at its registered office or such other address as may be notified to the party giving the notice.

9.5 Kent & Sussex Shooting School and the Customer agree to exclude the Contracts (Right of Third Parties) Act 1999. Any person who is not a party to the Contract shall not be entitled under that Act to enforce any term of such Contract.

9.6 These Terms and Conditions and any Contract shall be governed by English law and each party submits to the exclusive jurisdiction of the English Courts.

9.7 Nothing in these Terms and Conditions shall create or imply an agency, partnership or joint venture between Kent & Sussex Shooting School and the Customer. Neither party shall act or describe itself as the agent of the other party nor shall either party have the authority to make commitments on behalf of the other part