

**FORESTDENE BARNET LIMITED  
(T/A MOSS AUTOMOTIVE)**

**VEHICLE STORAGE  
TERMS AND CONDITIONS**

**spratt endicott**  
SOLICITORS

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## TERMS AND CONDITIONS OF STORAGE

### 1. BASIS OF AGREEMENT

The following terms and conditions of storage apply to all agreements between FORESTDENE BARNET LIMITED t/a Moss Automotive (incorporated and registered in England and Wales with company number 11549624 whose registered office is at 1st Floor Healthaid House, Marlborough Hill, Harrow, Middlesex, HA1 1UD (**Moss Automotive**)); and its customer(**You**)for the storage of vehicles..

- 1.1 The Order constitutes Your offer to purchase Services in accordance with these Conditions.
- 1.2 The Order shall only be deemed to be accepted when either (a) Moss Automotive issues written acceptance of the Order; or (b) when Moss Automotive accepts the Vehicle(s) into storage at the Premises.
- 1.3 Any advertising issued by Moss Automotive and any descriptions of the Services contained in Moss Automotive's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Agreement nor have any contractual force.
- 1.4 These Conditions apply to the Agreement to the exclusion of any other terms that You seek to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 1.5 Any quotation given by Moss Automotive shall not constitute an offer, and is only valid for a period of 28 days from its date of issue.

**Your attention is drawn to clause 6 – limitation of liability.**

### AGREED TERMS

### 2. DEFINITIONS

The following definitions apply in this Agreement:

**Agreement** means your agreement with Moss Automotive for provision of the Services in accordance with these Conditions.

**Commencement Date** means the date for commencement of the storage noted on the Particulars.

**Conditions** means these terms and conditions.

**Fee** means either (a) the amount payable each month for each Vehicle set out in the Particulars in respect of the Services or (b) Moss Automotive's standard charges, as varied from time to time by Moss Automotive by one month's prior written notice to You of any increase or decrease.

**Minimum Term** means one month unless otherwise agreed.

**Order** means Your order for the supply of Services, as set out in Your purchase order form, or your acceptance of Moss Automotive's quotation.

**Particulars** means Your details, the details of the Vehicle(s), the Minimum Term and the Fee.

**Premises** means Unit 2, Riverside Industrial Estate, London Coley, St Albans, Herts, AL2 1HT or other such premises as chosen by Moss Automotive from time to time.

**Schedule of Condition** means a report detailing the condition of any and all Vehicles which You have provided to Moss Automotive for the purpose of the Services.

**Services** means the storage of the Vehicle(s) at the Premises.

**Term** means the Minimum Term or as otherwise agreed until the date on which this Agreement is terminated in accordance with clause 8.

**Value** means the full market value of the Vehicle(s).

**VAT** means value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax.

**Vehicle(s)** means the vehicle(s) to be stored.

### **3. SERVICES AND TERM**

3.1 Subject to clauses 3.2 and 3.5, Moss Automotive will provide the Services at the Premises for the Term on the terms of this Agreement.

3.2 The term of this Agreement shall be the Term, subject always to the Minimum Term.

3.3 Prior to entry into this Agreement, Moss Automotive may examine the Vehicle and produce a Schedule of Condition. Any photographs taken by Moss Automotive of the Vehicle for the purposes of the Schedule of Condition shall remain the property of Moss Automotive, unless otherwise agreed in writing.

3.4 Moss Automotive reserves the right to move the Vehicle(s) by driving or otherwise as deemed necessary in carrying out the Services.

3.5 Subject to the Minimum Term, the Particulars may be amended by either party by the other party giving 30 days written notice, with such amendment subject always to the terms set out in this Agreement. Such amendments may include altering the Term, the details of the Vehicle, or the addition of another Vehicle.

3.6 Moss Automotive is not responsible for impact on a Vehicle's condition attributable to normal wear and tear or degradation whilst in storage.

3.7 Moss Automotive will be entitled to operate Your Vehicle(s) in accordance with any instructions provided by You.

### **4. YOUR OBLIGATIONS**

4.1 You will keep Moss Automotive informed of all information about the Vehicle required for the provision of the Services.

4.2 You warrant and represent that:

4.2.1 all information you have provided to Moss Automotive is true, accurate and correct;

4.2.2 the Vehicle is insured by Your insurers against "All Risks" including without limitation, fire and theft for the Value; and that you have and will throughout the Term keep Your insurers informed that the Vehicle(s) are stored with us pursuant to this Agreement

4.2.3 the Vehicle is either appropriately taxed or subject to a statutory off road notification (SORN); and

4.2.4 You will give notice to Moss Automotive of each and every change to the information you have provided to Moss Automotive;

at all times during the Term.

4.3 If You have requested an out of hours collection or drop off of Your Vehicle(s) and the Vehicle(s) has been placed outside the Premises the Vehicle(s) will not be deemed to be under Moss Automotive' s care until they have been brought back inside the Premises.

4.4 Without prejudice to Your obligations hereunder including without limitation in clauses 4.1 and 4.2, if Moss Automotive believes that the Value is not consistent with the current open market value of the Vehicle Moss Automotive will consult with You and either agree a revised value based on either the valuation that is held by Your insurance company or rely upon a valuation provided by an independent valuation specialist. From time to time Moss Automotive will ask You to update the Value.

4.5 You acknowledge and accept that Moss Automotive have no responsibility for the road worthiness or condition of the Vehicle(s) and that in the event that the Services include Moss Automotive driving the Vehicles you alone are responsible for the condition of the Vehicle(s) including without limitation the level of oil, water and any other fluids in the Vehicle(s) and you warrant and represent that the Vehicle(s) are roadworthy.

4.6 Any person other than You wishing to access or remove a Vehicle from Moss Automotive must have written (including email from Your trusted email address) permission from You sent to Moss Automotive at least 24 hours prior to the required access time.

4.7 You will specify named individuals that are authorised to access the Vehicle(s) as part of the process of the Vehicle(s) being brought into the storage facility. If You agree for a third party business to access and work on their Vehicle You are required to state over what period of time Moss Automotive is authorised to access the Vehicle(s).

4.8 You can release and return Your Vehicle(s) to Moss Automotive as frequently as You wish. You are requested to give 8 working hours notice prior to Vehicle release or return during normal working hours (Monday to Friday 9.00am to 5.00pm and Saturday 09.00am to 12.00pm). Moss Automotive will endeavour to provide release and return services outside of normal business hours and with less than 8 working hours' notice but cannot guarantee such availability of service. If You collect a Vehicle on a Saturday You are required to inform Moss Automotive during working hours on the preceding Friday in all cases.

4.9 You (or other authorised person) must check and agree the Vehicle(s') condition prior to the Vehicle(s) being released by Moss Automotive. Moss Automotive and You will check and agree the Vehicle(s') condition upon return to storage and You are required to inform Moss Automotive of any change in the Vehicle's condition or configuration.

## **5. FEE AND PAYMENT**

5.1 The Fee is payable to Moss Automotive, without any deduction, invoiced monthly in advance, with the first payment due on the Commencement Date noted on the Particulars.

5.2 Payment is made by direct debit via Moss Automotive' s direct debit service provider. At termination Moss Automotive will reimburse any over payment arising from advance payment.

- 5.3 The Fee is fixed for the first six months of storage, thereafter prices are subject to change by Moss Automotive upon one month's notice to You in writing.
- 5.4 Any additional services provided by Moss Automotive provided at their discretion on Your request (including for example MOT renewal, documentation changes or vehicle transportation), are not included in the Fee and will be charged to You at Moss Automotive's standard rate for that service (or the market rate if there is no standard rate) and must be paid within 21 days' of request.
- 5.5 The Fee does not include the cost of carriage of the Vehicle(s) to and from the Premises.
- 5.6 If the Fee or any other money payable under this Agreement has not been paid by the date it is due, You will pay Moss Automotive interest on that amount at the rate of 2% per month, calculated on a daily basis from the due date until the date of payment.
- 5.7 All sums stated to be payable under or in connection with this Agreement are exclusive of any VAT that may be chargeable, and any VAT shall be payable in addition.
- 5.8 In the event of non-payment, Moss Automotive will have, in addition to any other right or remedy available to it, a lien over the Vehicle(s) and all other property belonging to You at the Premises for the Fee and all other fees, costs and expenses charged under or in connection with this Agreement. If any such sum remains unpaid (in full or in part) more than three months after it becomes due, Moss Automotive is entitled to sell the Vehicle and all other property belonging to You in its possession and to set off against the sale proceeds all Fees and monies due to Moss Automotive and interest and all costs and expenses incurred in connection with the sale

## **6. LIMITATION OF LIABILITY**

- 6.1 Nothing shall limit or exclude Moss Automotive's liability for death or personal injury or damage to property caused by negligence on the part of Moss Automotive, its agents or its employees acting in the course of their employment or for any matter in respect of which it would be unlawful for Moss Automotive to exclude or restrict liability.
- 6.2 Subject to clause 6.1, Moss Automotive's liability to You shall not exceed £100,000 in respect of each Vehicle in respect of which any claim is made.
- 6.3 Moss Automotive will not be liable for losses arising out of loss of profits, loss of sales or business, loss of agreements or contracts, loss of or damage to goodwill or any indirect or consequential loss, including loss of value of any Vehicle whether caused by its own negligence or that of its employees or agents.
- 6.4 Unless You notify Moss Automotive that You intend to make a claim in respect of an event within the notice period, Moss Automotive shall have no liability for that event. The notice period for an event shall start on the day on which You became, or ought reasonably to have become, aware of the event having occurred and shall expire 1 month from that date. The notice must be in writing and must identify the event and the grounds (one) for the claim in reasonable detail.
- 6.5 Moss Automotive will have no liability hereunder except for breach of the terms of this Agreement, tort (including negligence), or breach of statutory duty in connection with this Agreement.

## **7. INFORMATION AND CONFIDENTIALITY**

- 7.1 All information relating to You and the Vehicle(s) is securely stored and will not be shared without Your consent unless Moss Automotive has a statutory duty to do so. Moss Automotive will share with its insurance company the details about Your Vehicle(s), including Vehicle Registration Number (VRN), Vehicle Identification Number (VIN) (also known as chassis number), engine number and Value but ordinarily will not pass on to the insurance company Your name. In exceptional circumstances, for example in the case of a higher Value (greater than £250,000) Vehicle it may be necessary to identify You to Moss Automotive's insurance company and this would be done in consultation with You.
- 7.2 In addition Moss Automotive has a separate statutory Privacy and Data Protection Policy which is attached to these terms and conditions.
- 7.3 Your financial information (bank account and bank card numbers) is not stored by Moss Automotive directly but those details are held by Moss Automotive's provider of direct debit services.
- 7.4 You agree not to make known to any third party any of Moss Automotive's security measures or operating procedures. Further, You agree not to make known to any third party details of other Customers' assets stored at Moss Automotive.
- 7.5 As part of Moss Automotive's due diligence processes to demonstrate that Moss Automotive's facilities are not being used to enable criminal activity Moss Automotive requires You to provide documentary evidence that You have the right to store the Vehicle(s). Such documents might include the UK's Driver and Vehicle Licensing Authority (DVLA) issued V5C registration certificate and/or a bill of sale identifying You as the keeper or purchaser of the Vehicle. Moss Automotive will retain images of such documents which will be stored on Moss Automotive's business systems. Furthermore You warrant that the Vehicle(s) being stored is not subject to any contested civil, criminal or financial proceedings by a third party and that if the Vehicle(s) has been imported into the United Kingdom all relevant importation processes have been completed with all relevant UK Government agencies and all duties have been paid.

## **8. TERMINATION**

- 8.1 Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if the other party commits a material breach of any term of this Agreement and (if such a breach is remediable) fails to remedy that breach within 14 days of that party being notified in writing to do so.
- 8.2 Moss Automotive may at any time require You to collect the Vehicle on giving 1 (one) week's notice in writing.
- 8.3 Provided no sums are owed to Moss Automotive, You may collect your Vehicle on giving Moss Automotive 1 (one) month's written notice. A charge may be raised if such notice expires prior to the end of the Minimum Term.
- 8.4 If you fail to collect your Vehicle, either at the end of the Term or upon the expiry of the notices set out in clauses 8.2 or 8.3, Moss Automotive may, at its sole discretion under this clause, remove the Vehicle from its secured storage facility at the Premises and place it at any other location on the Premises.

## **9. CONSEQUENCES OF TERMINATION**

- 9.1 On or before the date on which this Agreement terminates, You will pay all outstanding sums.

9.2 Termination of this Agreement shall not affect the rights of either party in connection with any breach of any obligation under this Agreement that existed at or before the date of termination.

## **10. GENERAL**

10.1 Any notice given in person is deemed received at the time of delivery. Any notice sent by first-class post is deemed received on the second working day after posting to the other party's last known address.

10.2 Moss Automotive may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Agreement. You shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement without the prior written consent of Moss Automotive.

10.3 A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

10.4 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement.

10.5 This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement. Transmission of an executed counterpart of this agreement (but for the avoidance of doubt not just a signature page) by email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this agreement. If either method of delivery is adopted, without prejudice to the validity of the agreement thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter. No counterpart shall be effective until each party has executed and delivered at least one counterpart.

## **PRIVACY AND DATA PROTECTION POLICY**

Moss Automotive takes steps intended to meet privacy principles and requirements with respect to personal information under applicable UK and European privacy legislation. The purpose of this notice is to inform our clients and other individuals we deal with (“you”, “your” or “user”) how we collect, use, disclose and protect your personal information. Personal information is information about an identifiable individual, as more particularly described under applicable privacy legislation. This notice applies to our collection, use and disclosure of personal information. This notice does not apply to information about our employees or to information that is not personal information.

Moss Automotive shares your concerns about privacy. Any data processing will primarily be conducted in the normal course providing services and to keep you up to date with information that you may find useful. We will obtain your consent to process any of your information for any other reasons. Information is internally anonymised when possible.

By using our website, standard internet log information, known commonly as “cookies”, collect additional information about your navigation on the website, and you can find out more about how we

use “cookies” in our “Cookies Statement”. We do not make any attempt to discover your identity by that information.

### **Personal information we may collect about You**

You should know that all personal information collected about you is stored in the UK and is subject to all applicable UK and European laws. Moss Automotive and its representatives collect personal information in a number of circumstances in the course of its business. Depending on the purpose(s) for which we need to collect it, personal information we collect includes:

- Information you provide to us with your name, mailing address, e-mail address, telephone number, birth date and other information;
- Details of vehicles owned by you;
- Other information submitted by you. This may include information you have filled out in surveys, polls, questionnaires or similar items; and
- Such other information we may collect as permitted or required by law.

### **Use of personal information**

Moss Automotive may need to share or disclose your personal information in order to provide products or services. We may, for example, disclose your personal information to:

- Uses and Disclosures Necessary to Fulfill Our Obligations to you:
  - Verifying your identity;
  - Managing, administering, collecting or otherwise enforcing accounts;
  - Maintaining business records for reasonable periods, and generally managing and administering our business;
  - Protecting Moss Automotive and you against error or fraud;
  - Keeping your information accurate and up-to-date;
- Uses for Legitimate Business Purposes.
  - We may also occasionally use your personal information to tell you about our other products or services in which you have expressed an interest or that we believe may be of interest to you. We will obtain your consent before sending you this type of information and you will be given the right to opt out, if you so choose;
  - You can stop receiving promotional updates by using the links provided in the emails.
- Uses Necessary for Legal and Regulatory Compliance
  - Regulatory and self-regulatory agencies;
  - Persons requiring information pursuant to a governmental or court order;
  - Otherwise as permitted or required by law.



## **We may disclose personal information in order to:**

- Maintain the regulation of our business;
- Detect and prevent fraud;
- Fulfill a transaction that you may have requested;
- Comply with lawful requests;
- Conduct research or compile statistics;
- Market our products to you;
- Meet governmental, legal, regulatory, industry self-regulatory, insurance, audit, and security requirements, and as otherwise permitted or required by law.

### **Service Providers**

Moss Automotive may transfer personal information to outside agents or service providers (including affiliates of Moss Automotive acting in this capacity) that perform services on our behalf. Services may include, for example, mailing, printing, billing, marketing, administering and managing our business, information technology and/or data hosting or processing services or similar services, or otherwise for purposes described in this notice.

Assignees or successors of Moss Automotive or our business or assets may use and disclose your personal information for similar purposes as those described in this notice.

### **Data Transfers**

Data transfers outside the EU. In any circumstance where Moss Automotive considers transferring your personal information outside of the EU for any business purpose, it will comply with all relevant UK and EU laws and have valid data transfer mechanisms in place. Moss Automotive will implement reasonable contractual or other controls to protect your personal information while processed or handled overseas.

## **Internet privacy and information collected online**

### **Cookies**

Please refer to our "[Cookies Statement](#)" to learn more about cookies and how they are used on our site.

### **Log Files**

An IP address is a numerical identifier for a device attached to an IP network. We use IP addresses to analyse trends, administer the site, track user's movements, and gather broad demographic information for aggregate use. We make no effort to discover your identity through your IP address.

### **Links**

Our web site contains links to other sites. Please be aware that Moss Automotive is not responsible for the privacy practices of such other sites. We encourage our users to be aware when they leave our site and to read the privacy statements of each and every web site that collects non-public personal information. This privacy statement applies solely to information collected by our web site.

### **Surveys & Contests**

From time-to-time our site requests information from users via surveys or contests. Participation in these surveys or contests is completely voluntary and the user therefore has a choice whether or not to disclose this information. Information requested may include contact information (such as name and address),

and demographic information (such as post code, age level). Contact information will be used to notify the winners and award prizes and for permission-based e-mail promotions and information. Survey information will be used for purposes of monitoring or improving the use and satisfaction of this site, as well as summarising the results of all respondents and reporting on industry statistics, trends, and group opinions.

### **Public Forums**

Our site may make forums, message boards, and/or news groups available to its users. Please remember that any information that is disclosed in these areas becomes public information and you should exercise caution when deciding to disclose your personal information.

### **Former clients**

Should your relationship with Moss Automotive end, your information will be retained by Moss Automotive following its normal and lawful business record retention policy. Different categories of information will be kept for different lengths of time. The time depends on factors such as legal requirements and statutes of limitation. Information that no longer serves a legal necessity or lawful business use will be anonymised or deleted. Your information will remain protected as long as it is retained, consistent with the privacy practices in this notice.

### **Your data rights**

#### **The Right to Be Informed**

Moss Automotive is committed to keeping you informed in a clear and transparent manner regarding the use, collection, and disclosure of your personal information. We will endeavour to inform you at the time we collect any information why we collect that information and how it will be handled. If your questions or concerns are not addressed in this privacy policy please contact us at the number or address below.

#### **The Right of Access and Correction**

You have the right to access and correct or complete any of your personal information that we may have of yours. This includes a confirmation that your data is being processed or any other supplementary information. You can access your information at the number and address below. We may take reasonable steps to verify your identity before granting access or making corrections. We will do this free of charge. However we may charge a statutory administration fee if the request is burdensome.

#### **The Right of Erasure**

You have the right to “be forgotten.” You can have your personal information deleted from our system subject to certain limitations. These limitations include when your personal information is necessary to fulfil our contractual obligations to you or under a legal requirement such as defence of legal claims. Please contact us at the information provided below for more information.

#### **The Right to Restrict Processing**

If you believe that we are processing your data incorrectly, inaccurately, unlawfully, or otherwise improperly, you may restrict our processing of your personal data. You may restrict or opt-out of processing at any time. Please contact us at the information provided below for more information.

#### **The Right to Data Portability**

You have the right to a machine-readable copy of your personal information. We can provide this directly to you or to whomever you direct us to.

#### **The Right to Object**

You have the right to object to processing of your personal information, including any automatic decision making processes. We will evaluate your objections based on your specific situation. Please contact us to discuss or exercise this right.

## **CONTACT US**

Moss Automotive may establish and maintain a file of your personal information for the purposes described above, which will be accessible at: the Premises.

If you wish to make inquiries or complaints or have other concerns about our personal information practices, you may write to us as described above.

## **PRIVACY NOTICE CHANGES**

This notice may be revised from time to time. If we intend to use or disclose Personal Information for purposes materially different than those described in this notice, we will notify affected individuals, if necessary, including by revising this notice. If you are concerned about how your personal information is used, you should contact us as described above. We encourage you to review this notice frequently to obtain the current version.