

## **DRAFT – 11.4.24**

### INDIGO BLUE EUROPEAN LIMITED - TERMS OF BUSINESS FOR STORAGE

The following terms of business (the “Terms of Business”) apply to all Agreements between (A) Indigo Blue European Limited (“IBE”), whose registered office is The Wagon Yard, Blackmoor, Nr. Liss, Hampshire GU33 6BP; and (B) each of IBE Customers.

#### DEFINITIONS

In these Terms of Business:

“Agreement” means any agreement entered into between the Customer and IBE, 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 IBE;

“Client and Vehicle Information Form” means the on-line 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 IBE;

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

“Drop Zone” means the drop zone located at IBE Blackmoor Location and used for out of hours collections or deliveries by Customers;

“Photographs” means the photographs taken of any Vehicle by IBE, which shall remain the property of IBE at all times;

“Prices” means the prices for Services provided by IBE, as set out on the website of IBE 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 IBE, 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 IBE.

#### SERVICES

IBE offers the provisions of storage facilities for Vehicles in Hampshire. As part of that process, the Customers must complete an on-line booking form, IBE 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 private Customers quarterly in advance with the first payment becoming due at the time of the Invoice being raised at the beginning of each quarter. Services for commercial Customers are payable monthly in advance with the first payment becoming due at the time of the Invoice being raised at the beginning of each month. The first payment constitutes the acceptance of our Terms and Conditions of Business. Subsequent payments are due monthly or quarterly thereafter as the case may be. Where IBE is required to transport a vehicle, an invoice will be raised either before or after the assignment, depending on its nature. Payment is due on receipt of Invoice unless Credit Terms have been agreed. All work is subject to addition of VAT.

The Customer and IBE 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.

## INSURANCE

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

## LIMITATION OF LIABILITY

IBE will not be liable for any loss, whether indirect or direct, whether caused by its own negligence, or that of its employees or agents, and whether the act was intentional, negligent, or reckless, save as set out below. IBE will be liable only to the sum of Value Insured which has been Declared when Vehicle was brought into storage. This limit is liable to change from time to time and can only be amended if IBE has been instructed of such changes.

IBE 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 IBE. 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 has been caused by IBE, and in the case of damage to the Vehicle shall notify IBE immediately on collection from IBE, time being of the essence of the Agreement, otherwise no liability will attach to IBE for such damage.

IBE 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 IBE indemnified against any loss or liability whatsoever or howsoever caused arising out of damage caused by such defects in a Customer's Vehicle.

IBE shall have no responsibility for any loss or deterioration to any perishable or consumable items left with the Vehicle.

The Customer accepts that any use of the Drop Zone is at the Customer's own risk and that IBE shall have no responsibility for any damage or loss relating to the Customer's Vehicle while that Vehicle is located inside the Drop Zone.

## COLLECTION OR DELIVERY

The Customer may collect his/her Vehicle on giving IBE 24 to 48 hours' notice of their intention to do so, provided no sums are owed by the Customer to IBE. A charge may be made for collection outside the normal working hours of the facility, this would be agreed in advance if it was to become applicable, from time to time, at the hourly rate specified therein, in units of half an hour, or at such other rate as agreed between IBE and the Customer from time to time.

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 IBE for any losses to the Customer as a result of late or non-delivery, where IBE 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 10% per annum calculated from the date the payment was due until payment or Order of the Court.

In the event of non-payment, IBE 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, IBE 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 must be collected and payment made within an agreed period), IBE 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 them. If any balance is due to IBE, this procedure shall not prejudice any right of recovery.

## TERM AND AMENDMENTS

Any Agreement shall have a minimum term of 30 days and can be amended by IBE at any time on 30 days prior written notice to the Customer. However, subject to such minimum term, IBE or the Customer may terminate the Agreement on notice of 30 days in writing, and IBE shall release the Vehicle to any person nominated by the Customer on proof of his identity,

provided all sums due to IBE have been paid in cleared funds. Where notice has been given under this clause, the Vehicle may be removed by the Customer at any point during the notice period (provided 24 to 48 hours prior notice shall have been given), provided that any sum due to IBE, including payment for the notice period has been received in cleared funds. Where IBE has terminated this Agreement the same applies, but if the Vehicle has not been removed by the end of the 30 day period, it must be removed within 48 hours, or IBE shall be entitled to invoke the procedure set out above forthwith.

An Agreement, if not made with the Customer present on the premises of IBE, may be subject to The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2014 and if so the Customer has 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 IBE 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

IBE 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.

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