

- 1 In the following conditions the expression "the Company" shall mean South West Storage, its agents or employees and the expression "the Owner" shall include an authorized agent of the Owner.
- 2 All persons using any part of the Company premises and/or facilities for whatever purpose and whether by invitation or otherwise do so at their own risk. The Company accepts no responsibility for loss, damage, injury or delay arising from any cause whatsoever unless such loss, damage, injury or delay was caused by, or resulted from, our negligence or deliberate act or that of those for whom we are responsible.  
Subject to that exception, all vessel, vehicle or trailer and gear are repaired, worked on, moved, stored or otherwise managed and kept at the sole risk of the Owner. Customers should therefore ensure that their vessels and/or property are adequately insured against all risks; they should ensure that they are themselves adequately insured including third party risks as they may be liable for damage caused by their vessels, themselves or their crew whilst on or about the premises.
- 3 In the interests of safety and expedience, we reserve the right to move any vessel, vehicle or trailer and/or gear at our discretion and charge accordingly. Vehicles parked which subsequently require moving, are left entirely at the Owner's risk and the Company accepts no responsibility for any damage which may be incurred moving them.
- 4 Unless by special arrangement no work shall be done on the vessel whilst on our premises.
- 5 (a) The Company reserve the right to determine forthwith any agreement for storage of a vessel, vehicle or trailer where the Owner fails to comply with these conditions or causes nuisance, annoyance or disturbance to the Company or our agents, employees or other customers.  
(b) In all cases where a contract of hire or license to occupy storage space, property or facilities may be lawfully terminated by one months notice, the same shall be deemed to be lawfully served if served personally or sent by registered post or recorded delivery service to the last known address in the United Kingdom of the Hirer or Licensee.
- 6 Charges are due 4 weeks in advance unless the entire period has been paid for in advance. Interest on overdue balances will be charged at 2.5% over the bank rate per month. Unless by special arrangement, no vessel, vehicle or trailer will be removed or handled until all outstanding accounts are paid in full.
- 7 Subject to any agreement to the contrary, we have the right to exercise a general lien upon any vessel, vehicle or trailer and/or its gear and equipment whilst in or upon our premises, until such time as any monies due to us from the Owner in respect of such vessel, vehicle or trailer and/or its gear on account of storage charges or otherwise, shall be paid.
- 8 Acceptance by us of goods (including vessel, vehicle or trailer and/or their engines, gear and equipment) for storage is subject to the provisions of the Torts (Interference with Goods) Act 1977, which confers on us as bailees a right of sale exercisable in certain circumstances. Such sale will not take place until we have given notice to the Owner in accordance with the Act. For the purpose of the Act it is hereby recorded that our obligation as custodian of goods accepted for storage ends upon expiry or lawful termination of the grant to the Owner of facilities for storage.
- 9 Subject to express agreement to the contrary, all orders written or verbal are accepted on the understanding that the foregoing terms of business shall apply to each and every transaction.
- 10 Fuels not stored in internal fuel tanks must be removed from the vessel whilst it is stored inside the premises. This includes but is not limited to petrol, diesel, fuel oil, gases of any kind, kerosene and paraffin. These may however be kept in our flammable substances locker for safe keeping.
- 11 There is absolutely no smoking allowed on the premises.