

## MICHEAL HEAP LIMITED

**Where we have quoted for the storage of goods, the following terms and conditions of business shall be incorporated into our Removal Quotation and / or Storage Quotation in addition to our normal terms and conditions of business applying to your removal.**

**1 Your forwarding address**

If you send goods to be stored you must provide a forwarding address and notify us in writing if it changes. All correspondence and notices will be deemed to have been received by you two working days after posting to the last forwarding address notified to us.

**2 Inventory**

You should prepare and provide to us an inventory of your goods to be stored. You should also advise us of each item or collection of items with an individual or aggregate value of £1500.00 or more. If you do not prepare an inventory of your goods to be stored we will, in good faith and to the best of our ability, prepare an inventory which we will copy to you within 7 days of taking delivery of your goods into store. In the event of loss or damage to your goods while in storage, in the absence of an inventory prepared by you, where we have prepared an inventory, if you have not advised us in writing within 10 days of our sending it to you of any inaccuracies or omissions, our inventory will be deemed to be accurate in all respects.

**3 Payment**

Storage charges are payable monthly in advance. All charges including removal charges must be paid in full without deduction before goods may be taken out of storage. A 2½ % surcharge will apply to all payments made by credit card.

**4 Revision of Charges**

We review our storage charges periodically. You will be given one calendar month notice in writing of any increases.

**5 Termination**

If your payments are up to date we will not end this contract except by giving you two calendar months notice in writing. If you wish to terminate your storage contract you should give us at least 14 days notice. If we can release the goods earlier we will do so, provided your account is up to date.

**6 Handing out Charges**

If you chose someone else to collect your goods from storage we are entitled to make a reasonable charge for handing them over. Our liability to you will cease upon handing over the goods. We may also make a charge if you wish to access a container to remove some but not all of your goods from storage (outside of our normal hours of business).

**7 Failure to Pay**

**Our right of Lien:**

We are entitled to retain custody and possession of some or all of your goods until you have paid to us in full all charges and other payments owed to us under this contract. Such monies include any monies that we have paid out on your behalf. Until you have made such payments to us you will be liable to continue to pay all storage and other costs that we may incur through retaining custody and possession of your goods. We shall not be liable to you for any costs that you may incur by reason of us retaining custody and possession of your goods in the aforesaid circumstances.

**Sale of your Goods:**

We are entitled to give you 28 days notice in writing requiring you to remove, at your own cost, your goods from our storage facility and to pay to us in full all monies that are owed to us. If you fail to remove your goods and pay in full all monies that are owed to us within such period we have the right to sell or otherwise dispose of some or all of your goods without further notice to you. The costs of such sale or disposal and any other monies that are owed to us will be charged to you and will be deducted from the proceeds of sale or disposal. The net proceeds will be credited to your account and any eventual surplus will be paid to you without interest.

**8 Excluded Items**

We shall not accept for storage the following items and if they are packed without our knowledge we shall not be liable to you or to any third party for any resulting loss or damage and/or charges, expenses or costs and you agree to indemnify us in full for any loss or damage (including loss of profit) and/or charges, expenses or costs suffered by us: (a) jewellery, watches, gems, stones, money, deeds, securities, stamps, coins or collections of a similar kind; (b) dangerous, damaging or explosive items; (c) refrigerated or frozen food or drink; (d) goods that may encourage vermin or pests or otherwise cause infection; (e) illegal goods; (e) animals, birds or fish.

1 April 2009