



Storage terms and conditions

1. THESE TERMS

- 1.1 What these terms cover.** These terms and conditions govern the provision by us to you of long and short-term storage of Porsche vehicles (the “**Storage Service**”) and will be the contract between us and you.
- 1.2 Why you should read them.** Please read these terms carefully before you complete and submit our booking form (“**Booking**”) to us. These terms tell you who we are, how we will provide the Storage Services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. Your Booking constitutes an offer which following acceptance by us, we shall issue a Booking confirmation to you and a contract shall be formed between us.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

- 2.1 Who we are.** We are JZM Limited a company registered in England and Wales. Our company registration number is 6588591 and our registered office is at 14 - 18, Heralds Way South Woodham Ferrers, Chelmsford, Essex, CM3 5TQ (“**Premises**”). VAT number is GB940961904.
- 2.2 How to contact us.** You can contact us by telephoning our customer service team at 01923 269788 or by writing to us at storage@jzmporsche.com.
- 2.3 How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your Booking.
- 2.4 "Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

3. OUR CONTRACT WITH YOU

- 3.1 How we will accept your Booking.** Our acceptance of your Booking will take place when we email you a Booking confirmation from our service team. To accept it, at which point a contract will come into existence between you and us.

- 3.2 If we cannot accept your Booking.** If we are unable to accept your Booking, we will inform you of this in writing and will not incur any charges for the Storage Services. This might be because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the Storage Service or because we are unable to meet a time period for storage of the vehicle you have specified.
- 3.3 Your Booking number.** We will assign a Booking number to your Booking in the Booking confirmation and tell you what it is when we accept your Booking. It will help us if you can tell us the Booking number whenever you contact us about your Booking.
- 3.4** Our website <https://www.jzmporsche.com/> ("**Website**") solely covers our Storage Service for customers residing in the UK. We do however offer other Storage Service in the following countries: Netherlands, Spain, Germany, France, Japan, The Philippines and Italy. Please see our Website for more details.

4. OUR STORAGE SERVICE

- 4.1** We will begin providing the Storage Service to you on the date of commencement of storage you provided in the Booking. We can provide the Storage Service for as long as required.
- 4.2** If we require any further information from you to provide the Storage Service, we shall contact you on the details you have provided as soon as is practicable.
- 4.3** If the information required in the Booking is incomplete or other inaccurate, we will not be responsible for any delay in providing the Storage Service to you as a result.
- 4.4** We will provide the Storage Service to you with reasonable skill and care, consistent with the practices and standards held in our industry. Your vehicle will be stored in a sealed dry and heated bespoke facility at our Premises. The storage facility at our Premises uses a 24-hour security system which is inspected by us at least twice a day.
- 4.5** We have expert technicians who can provide regular routine inspections to complete restorations of your vehicle. Each vehicle in storage will have its battery charger and drip tray inspected every seven days during its storage and fluid levels and lights are checked every 60 days during its storage. We shall ensure if we experience any issues or concerns from conducting these inspections that we shall contact you as soon as is practicable regarding them.
- 4.6** We shall not be liable for any mechanical, electrical malfunction and/or failure, corrosion or degradation to the vehicle whilst it is in storage or at any other time.

- 4.7 You will warrant that all information that you provide to us regarding the vehicle is true and accurate. It will be your responsibility to ensure the contact information you have provided is kept up to date and to notify us of any changes.
- 4.8 You warrant that you are the registered keeper of the vehicle subject to the Storage Service or you have the full authority to permit its storage. If we incur any loss or expense for breach of this clause you will reimburse us in full for all costs and expenses that we suffer as a result.
- 4.9 You agree to grant us a general lien on your vehicle (i.e. a right to possession of the vehicle) until payment is made in full and cleared funds of the storage charges.

5. ARRIVAL OF YOUR VEHICLE AT OUR PREMISES

- 5.1 We recommend prior to storage of your vehicle that you remove all possessions from the vehicle whilst it is in storage as we will not be liable for any loss or damage caused to any possessions contained in the vehicle during the vehicle being in storage.
- 5.2 When you present your vehicle at the Premises it must not contain any articles which are explosive, inflammable or likely to cause damage or injury to other property or vehicles. The vehicle must also be in a condition itself so as not to cause damage or injury to other property or vehicles. You will reimburse us in full against for any loss or damage we incur as a result.
- 5.3 Prior to storage we will take photographs of your vehicle and record its condition. Your vehicle will then be valeted inside and out prior to being placed into storage with an indoor cover placed on it.
- 5.4 We will assign your vehicle with a unique identification code which will be attached to all key tags and onto our system.
- 5.5 You must provide a copy of the vehicles' valid and up to date V5 document to provide confirmation of proof of ownership of the vehicle. You warrant that the vehicle has no liens or third party interests over it and there are no circumstances concerning the vehicle which could present or inhibit us from providing the Storage Service or give rise to a third party claim against us.

6. PRICES AND PAYMENT

- 6.1 The fees for the Storage Service will be dependant on the value of the vehicle and are set out at the table at <https://www.jzmporsche.com/storage-pricing/> and you will be informed of the total charges in your Booking confirmation.
- 6.2 All prices stated exclude VAT unless otherwise stated.

- 6.3** The storage charges will be invoiced to you on a monthly basis and payable a month in advance. They can be paid by direct debit or standing order. You will be required to make payment of the first month's storage charges upon arrival of the vehicle to the premises. No refunds will be provided **on vehicles held in storage for less than a full month.**
- 6.4** We reserve the right to increase the storage charges as set out at <https://www.jzmporsche.com/storage-pricing/> by providing you with 21 days' notice.
- 6.5** If you do not make payment to us on the due date shown on the invoice, we shall charge you interest on the overdue sum at the rate of 4% per annum above the Bank of England's base rate. Interest will accrue on a daily basis from the due date of payment until the actual date of payment of the overdue sum, whether before or after judgment.
- 6.6** Before the vehicle is released from storage, you must pay all invoices in full. If you think an invoice is wrong, please contact us promptly to let us know. You will not have to pay any interest incurred until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

7. DEPARTURE OF YOUR VEHICLE FROM STORAGE AT OUR PREMISES

- 7.1** We will require seven days' prior notice from you that you wish to release your vehicle from storage.
- 7.2** Prior to release of the vehicle back to you, as part of the Storage Service we will conduct checks of the battery, lights, fluid levels, screen wash tyre pressures and horn of the vehicle.

8. INSURANCE

You are responsible for maintaining in force a storage insurance cover which covers, but is not limited to, fire, theft, accidental damage to the vehicle whilst it in storage with us. You will notify us if any policy is cancelled or if it will be subject to a material change. On our written request, you shall provide us with copies of the insurance policy certificates and details of the cover provided for the insurance required under this clause.

9. YOUR RIGHTS TO MAKE CHANGES

If you wish to make a change to the Storage Service please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the Storage Service, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

10. OUR RIGHTS TO MAKE CHANGES

10.1 We may change the Storage Services:

- (a) to reflect changes in relevant laws and regulatory requirements; and
- (b) to implement practical and technical adjustments and improvements in the services we provide.

10.2 If our performance of the Storage Service is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any Storage Services you have paid for but not received.

10.3 If you have asked to collect your vehicle from our Premises as per clause 7.1, you can collect it from us at any time during our working hours of 8am till 5pm Monday to Friday (excluding public holidays) 9am to 3pm on Saturdays.

11. YOUR RIGHTS TO END THE CONTRACT

11.1 You have a legal right to change your mind within 14 days of us providing you with the Booking confirmation and receive a refund of any payments you have made to us for the Storage Services unless however, we have commenced the Storage Service and if you cancel the Storage Service, you must pay us for the charges provided up until the time you tell us that you have changed your mind.

11.2 The following statutory remedies under the Consumer Rights Act 2018 are available to you if feel we have not reasonably performed or mis-described Storage Services:

Your statutory rights being breached	Remedies that may apply
The Storage Service has not been performed with reasonable care and skill	You have the right to ask for a repeat performance (without charge) of the Storage Services however if this is not possible you have the right to ask for a reduction/refund in the charges paid.
Storage Service not performance in line with information providing concerning the Storage Service	You have the right to ask for a repeat performance (without charge) of the Storage Services however if this is not possible you have the right to ask for a

	reduction/refund in the charges paid.

12. HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU HAVE CHANGED YOUR MIND)

12.1 Tell us you want to end the contract. To end the contract with us, please let us know by doing one of the following:

- (a) **Phone and email.** Call on 01923 269788 and email us at storage@jzmporsche.com. Please provide your name, home address, details of the Booking and, where available, your phone number and email address.

12.2 When your refund will be made. We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind and we have not already commenced the Storage Services then your refund will be made within 14 days of your telling us you have changed your mind.

13. OUR RIGHTS TO END THE CONTRACT

13.1 We may end the contract if you break it. We may end the contract at any time by writing to you if:

- (a) you do not make any payment to us when it is due and you still do not make payment within 30 days of us reminding you that payment is due; or
- (b) if an event outside of our control adversely affects our performance of the contract in accordance with clause 16.

13.2 We may write to you to let you know that we are going to cease providing any associated services in connection with the Storage Service. We will let you know at least 10 days in advance of our stopping the supply of the applicable service and will refund any sums you have paid in advance for services which will not be provided.

13.3 If you fail to collect the vehicle upon the date you have stipulated for collection and despite attempts being made to contact you to collect the vehicle it remains at our Premises for a period of six months or longer we may seek to sell the vehicle to recover the costs incurred for storage of the vehicle.

14. IF THERE IS A PROBLEM WITH THE STORAGE SERVICE

How to tell us about problems. If you have any questions or complaints our service, please contact us. You can telephone us at 01923 269788 or write to us at storage@jzmporsche.com Alternatively, please speak to one of our staff at our Premises.

15. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

15.1 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the order process.

15.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the performance of the Storage Services including the right to perform the Storage Service supplied with reasonable skill and care and in line with information provided to you concerning the Storage Services.

15.3 We are not liable for business losses. We only supply the Storage Service for domestic and private use. If you use the Storage Service for any commercial or business purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

16. EVENTS OUTSIDE OF OUR CONTROL

16.1 We will not be liable for any failure or delay in performing our obligations where that failure or delay in performing our obligations where that failure or delay results from any cause that is beyond our reasonable control. Such causes include, but not limited to: power failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war, epidemic or other natural disaster or any other events that is beyond our reasonable control.

16.2 If any event described under this clause occurs that will adversely affect our performance of any of our obligations under the contract:

- (a) we will inform you as soon as is reasonably possible;

- (b) our obligations under these terms will be suspended and any time that we are bound to perform them will be extended accordingly;
- (c) we will inform you when the event outside of our control is over and provide details of any new dates, times or availability of the performance of the Storage Services as necessary.

16.3 If the event outside of our control continues for more than two months, we will cancel the contract under clause 13 and inform you of the cancellation. Any refunds due to you as a result of that cancellation will be paid to you within 14 days of our cancellation notice.

17. HOW WE MAY USE YOUR PERSONAL INFORMATION

We will only use your personal information as set out in our privacy policy at <https://www.jzmporsche.com/privacy-policy/>

18. OTHER IMPORTANT TERMS

18.1 We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

18.2 If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

18.3 Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the Storage Service, we can still require you to make the payment at a later date.

18.4 Which laws apply to this contract and where you may bring legal proceedings. These terms are governed by English law and you can bring legal proceedings in respect of the performance of the Storage Services in the English courts.

MODEL CANCELLATION FORM

(Complete and return this form by email to storage@jzmporsche.com only if you wish to withdraw from the contract)

To: JZM Ltd, 14 - 18, Heralds Way South Woodham Ferrers, Chelmsford, Essex, CM3 5TQ

I hereby give notice that I wish to cancel my contract for the supply of the Storage Service,

Booked on:

Unique Identification Code:

Name:

Address:

Date