



## TERMS AND CONDITIONS

1. In these conditions:
 

"The Company" shall mean Underground Vaults & Storage Limited, and any associated or subsidiary company thereof.

"The Goods" means the goods to be stored and/or transported.

"The Customer" means the person, firm or company, with whom the Company agrees to perform Services in respect of the Goods.

"Event Services" means the provision of artwork support in respect of events, includes related Logistics Services and associated services in relation to an event which the Customer will be participating in, as set out in any order.

"Final Exit Charge" means the charge of £2.25 per item (or such other rate as may be payable under the Company's charges then in force) applicable to an item that has been removed from storage by the Customer for a period of at least 6 months and has not been returned for storage.

"Logistics Services" means the provision of transport and associated services in respect of Goods as set out in any order.

"The Services" means the services set out in any order placed by the Customer, including Storage Services, Logistics Services, Event Services and associated services.

"Contract" means any contract between the Company and the Customer for the provision of Services by the Company, incorporating these Terms and Conditions.

"Storage Services" means the storage of Goods and associated services as set out in an order.

"The Price" means the prices set out in the Contract in respect of the Goods and Services.
2. The Company is not a common carrier. The Contract will be on these Terms and Conditions to the exclusion of all other terms and conditions (including any terms and conditions which the Customer purports to apply under any purchase order, confirmation of order or other document). No terms or conditions endorsed upon, delivered with, contained in the Customer's purchase order, confirmation of order or other document will form part of the Contract simply as a result of such document being referred to in the Contract. These Terms and Conditions of Business apply to all the Company's Contracts and the provision of Services by the Company. Any quotation is given by the Company on the basis that no contract will come into existence until the Company despatches an acknowledgement of order to the Customer. Any quotation is valid for a period of 28 days only from its date, provided that the Company has not previously withdrawn it. The Contract is the entire agreement between the parties and supersedes all prior negotiations, representations, communications or agreements or any other course of dealing between the Company and the Customer. Orders shall only be deemed to be accepted by the Company when the Company issues a written acceptance or (if earlier) the Company accepts Goods delivered to it by the Customer and orders so accepted shall be accepted subject to and in accordance with the Terms and Conditions. Any purported variation or addition to these Terms and Conditions by or on behalf of the Customer shall be ineffective unless agreed in writing by the Company. The Customer acknowledges that it has not agreed to store the Goods or purchase any other Services in reliance on any statement or representation, whether or not made by the Company, except in so far as the representation has been incorporated into the Contract. The Customer irrevocably and unconditionally waives any right it may have to claim damages and/or to rescind a Contract by reason of any misrepresentation (other than a fraudulent misrepresentation) not contained in the Contract.
3. The Company shall be entitled to sub-contract (but without reducing its obligations to the Customer) any of its obligations to the Customer and/or assign any of its rights under the Contract to any person, firm or company whatsoever.
4. The Company shall provide the Services with reasonable care and skill and generally accepted industry practice. The Customer:
  - (i) warrants that it is the owner of the Goods or the agent for the owner of the Goods and that it has authority to enter into the Contract with the Company.
  - (ii) warrants that (except insofar as a lien may arise in favour of the Company) the Goods are not subject to any charge, lien or encumbrance whatsoever.
  - (iii) warrants that the Goods are not noxious, dangerous or hazardous;
  - (iv) warrants that the Goods and that the Services provided by the Company (including the possession or importation of the Goods) shall not be illegal.
  - (v) agrees to indemnify the Company against any claims by persons having or claiming an interest in the Goods concerning or arising out of the performance or non-performance by the Company of the Contract or otherwise in relation to the Goods, and against any losses, liabilities, damages, costs and expenses incurred by the Company in connection with such claims.
  - (vi) agrees to indemnify the Company against any claims, losses, liabilities, damages, costs and expenses incurred by the Company in connection with the Contract.
5. On the presentation of the Goods to the Company:
  - (i) The Customer shall procure that all Goods are properly and securely packed, where appropriate in the opinion of the Company.
  - (ii) The Customer shall advise the Company of the precise nature of the Goods and of any unusual inherent dangers or properties. In addition, the Customer shall notify the Company of any special conditions or requirements in relation to the Goods, including but not limited to, the required storage temperature.
  - (iii) The Company will not accept nitrate film or any material which is in the opinion of the Company noxious, dangerous or hazardous. Any such material may, upon being discovered, be destroyed or sold or otherwise disposed of as the Company shall think fit and the balance of any sums realised by such sales, after paying the costs of and incidental to the sale and the Company's storage costs, shall be credited to the Customer's account. Notwithstanding any notification by the Customer under clause 5(ii), the Customer shall be liable for all loss or damage whatsoever caused by such material however arising and shall indemnify the Company against all claims, loss, costs, expenses or penalties arising in connection with such material.
  - (iv) The Company shall give the Customer (or other depositor) a receipt. The Customer acknowledges that the Company has not had an opportunity to check or inspect the Goods when giving this receipt. The enumeration and/or description of the Goods in the receipt is an indication only and not binding upon the Company. The Company will be bound only by the inventory referred to in Clause 7 below.
6. The Company, unless instructed to the contrary in writing by the Customer, shall be entitled to pack or repack or otherwise rearrange any or all of the Goods while they are in the Company's custody.
7. The Company shall, as soon as reasonably practicable, if appropriate, prepare an inventory specifying the quantity and description of all Goods received and shall submit a copy to the Customer. This inventory shall be deemed to constitute conclusive evidence of the quantity and description of the Goods received by the Company save insofar as the Customer gives notice to the Company within thirty days of the date of the inventory that the inventory contains mistakes.
8. Where the Company agrees to provide Logistics Services, the Company may make such arrangements and utilise such method of transport as it thinks fit; and times of collection and delivery are estimates only.
9. The Customer shall arrange to provide to the Company, its agents, subcontractors and employees access to premises and any other facilities as reasonably required by the Company to perform the Event Services. The Customer shall keep and ensure that such premises are kept safe for such use and shall indemnify the Company against all claims, loss, costs, expenses or damages arising from such use.
10. Upon termination of the Contract, and/or the permanent withdrawal of the Goods (or any other material of the Customer), howsoever caused or for whatever reason, the Company will invoice the Customer a Final Exit Charge and all other charges or costs including handling charges that may be incurred by the Company as a result of such termination or permanent withdrawal.
11. The Company shall not be liable for any losses, liabilities, costs, expenses or damages arising from:
  - (i) Acts of God, war, riot, industrial dispute, acts of the Customer or any other cause whatsoever beyond the Company's reasonable control.
  - (ii) Any cause whatsoever including negligence of the Company, its servants, agents or sub-contractors, except the wilful act or neglect of the Company, its servants or agents.
12. The Company's liability to the Customer in respect of claims (including claims for negligence and any other claims whatsoever and howsoever arising) shall in any event be limited to:
  - (i) in the case of the storage of Goods and Storage Services, the replacement cost of material similar in quantity and description to the Goods in respect of which the claim is made up to an overall maximum of £600.00/claim;
  - (ii) in the case of Logistics Services, £50/shipment or such amount as may be expressly agreed between the parties; and
  - (iii) in the case of the Event Services, the amount paid by the Customer to the Company in respect of the provision of such Event Services giving rise to the liability.
  - (iv) In the case of any other related services, the amount paid by the Customer to the Company in respect of the provision of such services giving rise to the liability.
13. The Company shall not in any event be liable for any loss of profit, loss of goodwill, loss of business, loss of business opportunity, loss of anticipated saving, loss or corruption of data or information or special, indirect or consequential damage suffered by the Customer that arises under or in connection with this agreement whether caused by negligence of the Company, its servants, agents or sub-contractors, or by any other cause whatsoever. Nothing in these Terms and Conditions shall be deemed to restrict either party's liability to the other for death or personal injury resulting from its negligence or for its fraudulent misrepresentation.
14. The Customer acknowledges and agrees that although, the value of the Goods to the Customer may be in excess of the value of the material of which they are made or processed or on which they are recorded, the Company has no means of assessing the value placed by the Customer on them, or of obtaining insurance cover for such value. Accordingly, the Customer agrees that the Company shall not incur any greater liability than is contained in these Terms and Conditions and acknowledges that the Company strongly recommends that the Customer should arrange its own insurance cover which should cover the Goods at all times. For the avoidance of doubt, the Company shall have no obligation to arrange insurance cover for the Goods in storage or in transit. The Customer acknowledges that the Prices charged by the Company reflect the above assumptions.
15. Except as expressly stated in these Terms and Conditions, the Company excludes all other terms, conditions, warranties, representations and guarantees (whether express or implied) to the fullest extent permitted by law.
16. The Company will give the Customer at least twenty-eight days' prior written notice of any increase in the Company's Prices.
17. Payment of all Prices and any other charges or costs due to the Company shall be paid within thirty days of the date of the applicable invoice issued by the Company and shall be paid in full without any set-off or counterclaim and free from any deduction or withholding whatsoever. Time for payment of all sums due to the Company shall be of the essence. The Customer shall pay interest at the rate of 3% above Bank of England base rate for the time being in force on all sums paid late, such interest to accrue from day to day and after as well as before judgement.
18. Without prejudice to any other remedy or right which it may have:
  - (i) The Company shall have a special lien on all Goods for Prices and any other charges or costs owed to the Company in respect of such Goods and shall also have a general lien against the Customer on any goods for any money or account due from the Customer to the Company or to its affiliates or associated companies.
  - (ii) The Company may sell by auction any Goods subject to a lien referred to in clause 17(i) and may apply the proceeds of such sale (after deducting the costs of and incidental to the sale) to the Customer's debts to the Company and/or its affiliates or associated companies provided that the Company has served at least thirty days prior written notice on the Customer of its intention to do the same.
19. Either the Company or the Customer may terminate a Contract by serving not less than ninety days prior written notice on the other. The Company shall be entitled to terminate the Contract with immediate effect in the event that the Customer:
  - (i) suffers from an event of insolvency;
  - (ii) commits a material breach of the Contract which, if capable of remedy, has not been remedied within 30 days of receipt of a written notice from the Company specifying the breach and requiring its remedy; or
  - (iii) fails to pay any sum due to the Company on the due date.

For the avoidance of doubt, in such circumstances the Final Exit Charge set out in clause 10 and any other charges (at the rates prevailing at the time of removal) shall apply. Upon termination, without prejudice to any other rights or remedies that the Company may have, all payments due to the Company shall become immediately due and payable.
20. If the Customer shall fail to collect the Goods or any part of them or if it shall be impossible (due to the fault or neglect of the Customer or other causes beyond the Company's control) for the Company to deliver the Goods to the Customer at the agreed time (where the Company and the Customer have entered into a separate agreement for such delivery) or if the Company shall be unable to trace the Customer, then the Company shall, provided that it serves at least thirty days prior written notice on the Customer, be entitled to
  - (i) terminate the Contract and/or any other agreement it may have with the Customer;
  - (ii) require the Customer to collect or receive the Goods; and/or
  - (iii) sell or otherwise dispose of any of the Goods as it sees fit.

The proceeds of any sale shall, after deduction of the costs of and incidental to the sale, be credited to the Customer's account.
21. In respect of those Goods stored under a Customs' Bond, the Customer agrees that prior to their removal from a bonded warehouse it shall provide the Company with suitable evidence to confirm that such Goods may be removed from the bond. The Customer is responsible (at its own expense) for obtaining any permission or licence in relation to the export of such Goods and for complying with any applicable export laws and regulations. Without prejudice to the foregoing and clause 4, the Customer agrees to indemnify the Company against any claims, losses, liabilities, damages, costs and expenses incurred by the Company in connection with the storage of the Goods in a bonded warehouse (save where the same results solely from the wilful act or neglect of the Company) or release of the Goods from a bonded warehouse (including but limited to any excise duties or fines incurred by the Company).
22. Written notice may be given by email to the email address advised by one party to the other; by registered letter to the address last advised by one party to the other or such other mode of communication as may be agreed between the parties from time to time. It is the Customer's responsibility to keep the Company informed of any change in its address or email address.
23. The Contract does not confer any rights on any person or party (other than the parties to the Contract) pursuant to the Contracts (Rights of Third Parties) Act 1999.
24. Any omission to exercise, or delay in exercising, any right or remedy under the Contract shall not constitute a waiver of that, or any other, right or remedy.
25. If any provision of the Contract is held to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question will apply with the minimum modifications necessary to make it valid and enforceable.
26. The Contract shall be governed and construed in accordance with the laws of England and the parties hereby submit to the exclusive jurisdiction of the English courts.