

TERMS & CONDITIONS OF STORAGE

1/ These terms and conditions under English and Welsh Law shall apply to storage of equipment undertaken by John Henry's Ltd ("the Company") on behalf of any customer ("the Customer") at 9 & 16/24 Brewery Road, N7 ("the Premises").

2/ The Company will make available to the Customer a cage (or cages) for the storage by the Customer of its equipment. The Company shall allot such cage or cages as it shall in its absolute discretion deem appropriate and reserves the right to re-allocate cage(s) and/or equipment to other such cage(s) as the company may from time to time decide.

3/ Each cage shall have two locks with different keys; the Company will supply one lock and the key must not be removed from the Premises by the Customer or its duly authorised representative but will be available as and when the customer may reasonably require access to the cage(s) during normal business hours. The Customer shall provide its own padlock and shall be solely responsible for the keys to the second lock which shall not for any reason be deposited with the Company at any time.

4/ It shall be the Customers absolute responsibility to notify the Company of the identity of its duly authorised representative(s); the Company may assume that any representative having apparent or ostensible authority to have, and therefore will be deemed to have, actual authority. The Company excludes any liability arising from and consequential upon release of the keys to any person ultimately claimed by the Customer not to have actual authority.

5/ All equipment stored by the Company is stored at the Customers sole risk. The Company does not and will not insure any equipment stored on behalf of the Customer who is advised to make their own appropriate insurance arrangements.

6/ The amount of fee payable to the Company will be notified to the Customer from time to time and will be payable quarterly in advance on the usual quarter days. If any sum is overdue for seven days or longer the Company reserves the right to add interest thereon at the rate of 2% per month.

7/ The Company shall not be under any obligation to the Customer to release the keys to the cage(s) whilst any sums are due to the Company from the Customer either for storage or for any other facilities until full payment is received by the Company. If the period of arrears exceeds 90 days, the Company will sell items of the equipment stored on the Customers behalf, the value of which will in the Companies view realise sums sufficient to cover those sums due to the Company; however, the Company must notify the Customer in writing of its intention to sell any items of the Customers equipment, and the Customer will have period of 7 days after the receipt of such letter in which to pay the Company the sums due. If payment is received within the 7 days the Company has no rights to sell any items of the Customers equipment.

8/ The Customer shall give the Company not less than 28 days written notice of its intention to terminate these arrangements which may, nevertheless, be terminated by the Company on 28 days notice to the Customer for any reason.

9/ The Company shall not be liable for any losses or alleged shortages of equipment stored for the Customer nor for the consequences of any act beyond its control; the Company hereby excludes all and any liability to the Customer to the extent that such liability may properly be excluded from law for all and any acts or omissions of the Company its servants or agents howsoever. (See 3).

10/ No variant of these terms and conditions (save in respect of any increase in the storage fee Payable) shall have any effect unless set down in writing and agreed by both parties; a copy of these shall be supplied to the Customer at the commencement of storage and the signature of the person receiving a copy shall be deemed to constitute actual notice to the Customer of these terms and conditions and the Customer shall be bound hereby. In the absence of any contrary indication in writing the Company may treat the individual signing the duplicate of these terms and conditions as the Customer and may account to such individual who shall assume liability accordingly.