

GUNROOM STORAGE TERMS AND CONDITIONS

1. DEFINITIONS

1.1 When the following words with capital letters are used in these Terms, this is what they will mean:

Event Outside Our Control: is defined in clause 6 **Storage Order**: your Storage Order for the Services;

Services: the services of firearm and firearm accessory storage that We are

providing to you;

Terms: the terms and conditions set out in this document; and

We/Our/Us: Emmett & Stone Country Sports Ltd (company number 07750036)

1.2 When We use the words "writing" or "written" in these Terms, this will include e-mail unless We say otherwise.

2. OUR CONTRACT WITH YOU

- 2.1 These are the terms and conditions on which We supply Services to you.
- 2.2 Please ensure that you read these Terms carefully, and check that the details on the Storage Order and in these Terms are complete and accurate, before you confirm your Storage Order. If you think that there is a mistake or require any changes, please contact Us. We will confirm any changes in writing to avoid any confusion.
- 2.3 When you submit your Storage Order to Us, this does not mean We have accepted your Storage Order for Services. Our acceptance of your Storage Order will take place as described in clause 2.4. If We are unable to supply you with the Services, We will inform you of this and We will not process your Storage Order.
- 2.4 These Terms will become binding on you and Us when We have booked in your firearms, and your direct debit instruction is in place, at which point a contract will come into existence between you and Us.

3. CHANGES TO STORAGE ORDER OR TERMS

- 3.1 We may revise these Terms from time to time in the following circumstances:
- (a) changes in relevant laws and regulatory requirements
- (b) other commercial reasons.
- 3.2 If We have to revise these Terms under clause 3.1, We will give you at least one month's written notice of any changes to these Terms before they take effect. You can choose to cancel the contract in accordance with clause 7.

4. PROVIDING SERVICES

- 4.1 The storage fee per single firearm is £20 inc VAT per month, or part thereof, payable in advance.
- 4.2. Pairs of firearms whether in one case or double cases are charged at £20 inc VAT per firearm per month.

- 4.3 A booking fee of £25 inc VAT per firearm is payable on the first day of storage. This fee will include any storage charges up to the point your direct debit is activated. No firearm will be accepted into storage until this fee has been paid.
- 4.4 Monthly fees will be debited in advance from your allocated bank account on the 1st working day of the following month. Monthly charges are never subject to discounts.
- 4.5 In the event that you require Us to store other items (by way of example only and without limitation; spare cases, cartridge magazines, slips etc) these will be charged at £20 per item per month at Our discretion.
- 4.6 No shotgun cartridges can be stored. Metallic ammunition can be stored on site at no additional charge, if you have a firearm in storage with us. but is dependent on availability of space and entirely at Our discretion.
- 4.7. All combinations or keys to cases must be provided to Us before we provide the Services. We reserve the right to gain entry to any case in storage where this requirement has not been fulfilled. We will not be held responsible for any damages incurred in gaining access to a locked case.
- 4.8. You warrant that You will notify Your local constabulary and insurer of any changes in the storage or whereabouts of your firearms at all times and comply with all applicable laws and regulations in respect of your firearms at all times.
- 4.9 You warrant that you will obtain adequate insurance from a reputable insurer for all items stored with Us.

5. OUR LIABILITY TO YOU

- 5.1 If We fail to comply with these Terms, We are responsible for loss or damage you suffer that is a foreseeable result of Our breach of the Terms or Our negligence but We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and Us at the time we entered into this contract.
- 5.2 We only supply the Services for private use. You agree not to use the Services for any commercial or business use, and We have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

6. EVENTS OUTSIDE OUR CONTROL

- 6.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of Our obligations under these Terms that is caused by an Event Outside Our Control.
- 6.2 An Event Outside Our Control means any act or event beyond Our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster.
- 6.3 If an Event Outside Our Control takes place that affects the performance of Our obligations under these Terms:
- (a) We will contact you as soon as reasonably possible to notify you; and
- (b) Our obligations under these Terms will be suspended and the time for performance of Our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects Our performance of Services to you, We will restart the Services as soon as reasonably possible after the Event Outside Our Control is over.
- 6.4 You may cancel the contract if an Event Outside Our Control takes place and you no longer wish Us to provide the Services. Please see your cancellation rights

under clause 7. We will only cancel the contract if the Event Outside Our Control continues for longer than 5 weeks in accordance with Our cancellation rights in clause 7.

7. YOUR RIGHTS TO CANCEL AND APPLICABLE REFUND

- 7.1 Before We begin to provide the Services, you have the following rights to cancel, including where you choose to cancel because We are affected by an Event Outside Our Control or if We change these Terms to your material disadvantage:
- (a) You may cancel any Storage Order for Services at any time within 14 days of Us accepting your Storage Order (the Cancellation Period)
- (b) If you cancel an Storage Order under 7.1 (a) and you have made any payment in advance for Services that have not been provided to you, We will refund these amounts to you.
- 7.2 Should you wish to terminate this agreement (other than as set out in 7.1) you must give Us at least one month's written notice to terminate.
- 7.3 Once We have begun to provide the Services to you, you may cancel the contract for Services with immediate effect by giving Us written notice if:
- (a) We go into liquidation or a receiver or an administrator is appointed over Our assets:
- (b) We change these Terms under clause 3.1 to your material disadvantage;
- (c) We are affected by an Event Outside Our Control.

8. OUR RIGHTS TO CANCEL AND APPLICABLE REFUND

- 8.1 We may cancel the contract for Services at any time with immediate effect by giving you written notice if:
- (a) You have not paid us in accordance with these terms; or
- (b) you break the contract in any other material way and you do not correct or fix the situation within 7 days of Us asking you to in writing.

9. INFORMATION ABOUT US AND HOW TO CONTACT US

- 9.1 We are a company registered in England and Wales. Our company registration number is 07750036 and Our address is Wilton Farm, Marlow Road, Little Marlow, Bucks SL7 3RR. Our registered VAT number is 124753715.
- 9.2 If you have any questions or if you have any complaints, please contact Us. You can contact Us by telephoning Our customer service team at 01628 474 187 or by emailing us at accounts@emmettandstone.co.uk.
- 9.3 If you wish to contact Us in writing, or if any clause in these Terms requires you to give Us notice in writing (for example, to cancel the contract), you can send this to Us by e-mail, by hand, or by pre-paid post to the addresses provided above. We will confirm receipt of this by contacting you in writing. If We have to contact you or give you notice in writing, We will do so by e-mail, by hand, or by pre-paid post to the address you provide to Us in the Storage Order.

10. HOW WE MAY USE YOUR PERSONAL INFORMATION

- 10.1 We will use the personal information you provide to Us to:
- (a) provide the Services;
- (b) process your payment for such Services; and
- (c) inform you about similar products or services that We provide, but you may stop receiving these at any time by contacting Us.
- 10.2 We will not give your personal data to any other third party.

11. OTHER IMPORTANT TERMS

- 11.1 A minimum of 24 hours' notice (via telephone or email) is required if you wish to remove any item from storage.
- 11.2 No firearm may be removed unless accompanied by the valid, ORIGINAL, UK Shotgun or Firearms Certificate of the person collecting. Without limitation, a photocopy is not acceptable, a European Firearms pass is not acceptable.
- 11.3 Save as provided below firearms and accessories held in storage can only be collected by the registered keeper of the firearm.
- 11.4 Collection of firearms by persons who are NOT the registered keeper is only permissible where We have received the written permission of the registered keeper at least 24 hours prior to collection.
- 11.5 All outstanding accounts must be settled in full before any item can be removed from storage.
- 11.6 It is your responsibility to inform Us, in writing, of any changes in contact details.
- 11.7 In the event that We are unable to collect payment from you for any reason and your account has been in arrears for three months or more We will exercise a lien over your items and we may at our discretion sell them on the open market to cover outstanding arrears.
- 11.8 In such event, Our outstanding costs, expenses incurred by any such sale, plus administration costs, and interest will be deducted from the proceeds of sale and the balance (if any) will be available to collect in store or by EFT on receipt of bank details.
- 11.9 We may transfer Our rights and obligations under these Terms to another organisation, and We will always notify you in writing if this happens, but this will not affect your rights or Our obligations under these Terms.
- 11.10 This contract is between you and Us. No other person shall have any rights to enforce any of its terms.
- 11.11 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.
- 11.12 If We fail to insist that you perform any of your obligations under these Terms, or if We do not enforce Our rights against you, or if We delay in doing so, that will not mean that We have waived Our rights against you and will not mean that you do not have to comply with those obligations. If We do waive a default by you, We will only do so in writing, and that will not mean that We will automatically waive any later default by you.
- 11.13 These Terms are governed by English law. You and We both agree to submit to the exclusive jurisdiction of the English courts.