



Gun Storage Agreement

BETWEEN: Dealer's name DYFED POWYS FIREARMS LTD (GUNSAFE)
 Address: Pendre, Llanrhystud, Ceredigion
 SY23 5DL
 Telephone: 01974 20 20 43 (the "Dealer")

AND
 Owner's name
 Address:

 Telephone: (the "Owner")

The Owner requests the Dealer to store and the Dealer agrees to store the gun(s) described below (the "Gun(s)") on the terms and conditions set out below:

Quantity	Make & Serial No.	Description	Certificate no., issuing authority and expiry date

1 Declaration

The Owner certifies to the Dealer that (a) the above information about the Owner and the Gun(s) is correct and (b) that the Owner is the true owner of the Gun(s) and/or is in possession of the Gun(s) with the consent of the true owner and has been authorised by the true owner to place the Gun(s) into storage.

2 Storage

2.1 In return for prompt payment by the Owner of the storage charges set out below, the Dealer agrees to store the Gun(s) at its above mentioned premises (or at such other secure location as the Dealer may decide from time to time).

2.2 Whilst the Dealer agrees to exercise all reasonable care in storing the Gun(s), it will not be responsible (as the Owner acknowledges) for loss of, damage to, maintenance of or deterioration in the condition of the Gun(s) whilst they are in storage other than loss or damage due to the gross negligence of the Dealer or its staff.

The Owner acknowledges that it is the Owner's responsibility to insure the Gun(s) against loss, damage or deterioration during storage.

2.3 The maximum period of storage under this Agreement is as specified below but can be terminated earlier by either party in accordance with paragraph 3 or be extended thereafter if the Owner enters into a new storage agreement at or before the then current Storage Expiry Date.

Tariff per Gun	Payment period (commencing on the date of this Agreement)	Due date for payment (in advance/arrears)	Storage Expiry Date *
£19	Monthly	[Date] each month: first payment on 2020	
£199	Annually	[Date] each year: first payment on 2020	

* If this is not filled in, the maximum period of storage will be 3 years

3 Termination

- 3.1 The Owner may terminate this Agreement in respect of all or any of the Gun(s) at any time before the Storage Expiry Date by giving not less than 24 hours' notice to the Dealer, paying all outstanding storage charges accrued to the date of collection and by collecting his Gun(s) from the Dealer.
- 3.2 The Dealer may by notice in writing to the Owner served in accordance with paragraph 5 forthwith terminate this Agreement if the Owner fails to pay any part of the storage charges on their respective due dates or within 3 calendar months thereafter.
- 3.3 If the Owner permanently withdraws any Gun from storage part way through any month or year, the Owner will not be entitled to any refund of charges paid in advance in respect of that Gun.
- 3.4 The Owner must collect the Gun(s) promptly on termination of storage (whether pursuant to this paragraph or to paragraph 2) and shall remain liable to the Dealer for storage charges at the agreed rate from the date of termination of this Agreement until collection or sale of the Gun(s).

4 Dealer's right to sell Gun(s)

- 4.1 Subject to paragraph 4.2, the Owner hereby authorises the Dealer (as the Owner's agent) to sell all or any of the Gun(s) on its behalf (and to pass good title therein to a purchaser) in the following circumstances:
 - (a) if any storage charges remain unpaid for more than 3 calendar months after their due date and the Dealer has terminated this Agreement pursuant to paragraph 3.2; or
 - (b) if the Owner has failed to collect the Gun(s) in accordance with this Agreement on or within 28 days after the relevant Storage Expiry Date.
- 4.2 The Dealer agrees with the Owner that it will not sell any of the Gun(s) in the circumstances set out in paragraph 4.1 above unless it has served on the Owner not less than 3 calendar months' prior notice in writing ("**Sale Notice**") stating its intention to sell all or any of the Gun(s), the reasons for the sale and the proposed date of sale.
- 4.3 The Dealer will, in selling all or any of the Gun(s) pursuant to paragraph 4.1, adopt the best method of sale reasonably available in the circumstances and will apply the net proceeds (after deduction of all the Dealer's reasonable costs and expenses incurred in arranging the sale) in settlement of all unpaid storage charges accrued up to the date of sale (together with simple interest thereon at 2% over Barclays Bank plc's base lending rate in force from time to time) during that period. Any surplus net sale proceeds (after all deductions referred to above) will be held on trust for the Owner but if not claimed by the Owner within 6 years after the date of service of the Sale Notice, shall become the absolute property of the Dealer.

5 Notices

- 5.1 Any notice or other communication from the Dealer to the Owner for the purposes of paragraphs 3 or 4, must be in writing and will be validly served if sent to the Owner's address set out at the head of this Agreement (or to such other address as the Owner shall communicate to the Dealer in writing for this purpose, it being the Owner's responsibility to communicate changes of address to the Dealer).
- 5.2 Any such notice or other communication may only be served by recorded delivery mail and shall be deemed to be properly served 48 hours after the envelope containing the notice was posted to the Owner's service address with correct postage pre-paid.

Dated: 2020

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Duly authorised for and on behalf of the Dealer

Duly authorised for and on behalf of the Owner

PLEASE RING PRIOR TO COLLECTION OF GUN(S) STORED BY US IN ORDER TO AVOID UNNECESSARY DELAY ON ARRIVAL

Please note: Gun(s) will only be returned to a person holding a current, relevant authority

DYFED POWYS FIREARMS LTD (GUNSAFE)

Member of the Gun Trade Association