



# Rule's



## Sporting Gun & Rifle Stock Makers

-- Established London 1957 --

### GUN STORAGE AND INSURANCE TERMS AND CONDITIONS

#### 1. DEFINITIONS

In these Terms and Conditions, the following expressions shall have the meanings set out below:

**“Agreement”** means any contract for the provision of storage services entered into between **A.W. Rule and Son Gun Makers Ltd** and the Customer, incorporating these Terms and Conditions together with any supplementary written agreement between the parties.

**“Order”** means the Customer’s request for the provision of storage services.

**“Services”** means the provision of guns and related goods storage facilities by A.W. Rule and Son Gun Makers Ltd.

**“Storage Fee”** means the monthly fee payable of storage services, currently £30.00 excluding VAT (£36.00 including VAT) per item, per calendar month, unless otherwise agreed in writing.

**“We/Our/Us”** A W Rule and Son Gun Makers Ltd, Sun House, Somerton, Somerton Business Park, Bancombe Road, Somerton, Somerset, TA11 6SB. (Company No: 4694729)

**“Customer”** means the individual, company, or other legal entity purchasing Services from A.W. Rule and Son Gun Makers Ltd.

**“WorldPay FuturePay”** means the recurring payment facility operated by WorldPay Merchant Services for the collection of storage fees.

#### 2. CONTRACT

2.1 These Terms and Conditions govern the provision of Services by A.W. Rule and Son Gun Makers Ltd to the Customer.

2.2 Following submission of an Order by the Customer, A.W. Rule and Son Gun Makers Ltd shall be deemed to have accepted the Order only when confirmation has been issued to the Customer and all required documentation and identification checks have been satisfactorily completed.

2.3 A.W. Rule and Son Gun Makers Ltd reserves the right to amend these Terms and Conditions necessary to comply with applicable laws, regulatory requirements, or for legitimate commercial reasons.

2.4 No variation of these Terms and Conditions shall be valid unless confirmed in writing by an authorized representative of A.W. Rule and Son Gun Makers Ltd.

#### 3. STORAGE SERVICES.

3.1 Storage services shall be provided for a minimum initial term of one (1) calendar month.

3.2 The Customer acknowledges that storage charges apply for each calendar month or part thereof during which goods remain in storage.

3.3 The Customer warrants that all guns and related goods placed into storage are lawfully owned and possessed in accordance with all applicable legislation and licensing requirements.



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### 4. PAYMENT TERMS

- 4.1 A.W. Rule and Son Gun Makers Ltd utilises WorldPay FuturePay for the secure processing of recurring card payments. Card payment details are held and processed by WorldPay Merchant Services and not by A.W. Rule and Son Gun Makers Ltd, in accordance with applicable data protection legislations, including the UK GDPR.
- 4.2 Upon acceptance of these Terms and Conditions and completion of the relevant payment authorization, the Customer agrees to establish a recurring payment arrangement via WorldPay FuturePay for the applicable monthly storage charges.
- 4.3 Storage charges shall remain payable until the stored goods have been collected or delivered, or until the recurring payment arrangement is otherwise terminated by mutual written agreement.
- 4.4 Payments shall be collected in full on the first day of each calendar month. Partial months shall be charged as full months.
- 4.5 Following setup of the recurring payment arrangement, the Customer will receive an email from WorldPay containing a secure activation link. **The activation link shall remain valid for twenty four (24) hours only.** Failure to complete activation within this period may require a replacement payment request to be issued. For which an administrative charge of £5.00 will apply.
- 4.6 A payment confirmation email will be generated by the WorldPay system following each successful transaction and sent to the email address provided by the Customer.
- 4.7 In the event that a payment is declined. Unauthorized, or a payment card expires, the Customer shall remain liable for all outstanding charges. The Customer must promptly update payment information and remedy any failed payments. Please see WorldPay FuturePay's agreement [here](#).

### 5. CUSTOMER OBLIGATIONS

- 5.1 The Customer shall notify their local Police Constabulary and insurer of any change to the storage location of their guns, where required by law or policy conditions.
- 5.2 The Customer is responsible for ensuring that all stored items remain appropriately insured at all times.
- 5.3 A.W. Rule and Son Gun Makers Ltd shall maintain insurance cover for stored goods up to a maximum aggregate value of £25,000 unless otherwise agreed in writing. Customers storing goods exceeding this value are responsible for arranging additional insurance cover.
- 5.4 The Customer must promptly notify A.W. Rule and Son Gun Makers Ltd of any changes to contact details, licensing status, or any other information relevant to the provision of the Services.
- 5.5 Failure to maintain valid payment arrangements may result in suspension of Services and/or removal of goods from storage in accordance with Clause 6 below.

### 6. REMOVAL AND COLLECTION OF GOODS

- 6.1 A minimum of twenty four (24) hours prior notice by telephone or email is required for collection of any item from storage.



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- 6.2 Upon collection, the Customer must produce all relevant valid Shotgun or Firearms certificates and any other documentation reasonably requested by A.W. Rule and Son Gun Makers.
- 6.3 All outstanding charges must be paid in full prior to the release of any stored goods.
- 6.4 Where the Customer fails to comply with these Terms and Conditions, A.W. Rule and Son Gun Makers Ltd reserves the right to require immediate removal of the stored goods by the Customer or an appropriately licensed third party.
- 6.5 Where goods remain uncollected, payments remain outstanding, or the Customer is otherwise in breach of this Agreement. A.W. Rule and Son Gun Makers Ltd reserves the right to notify the relevant Police Constabulary and take such further action as may be lawful and reasonably necessary.

### 7. LIABILITY

- 7.1 Nothing within these Terms and Conditions shall exclude or limit liability for death or personal injury caused by negligence, fraud or any other liability which cannot lawfully be excluded or limited.
- 7.2 Subject to Clause 7.1 A.W. Rule and Son Gun Makers Ltd liability in connection with the Services shall be limited to the insured value of the stored goods. Up to the limits stated in Clause 5.3
- 7.3 A.W. Rule and Son Gun Makers Ltd shall not be liable for indirect, consequential, or economic loss arising from the provision of the Services.

### 8. GOVERNING LAW

These Terms and Conditions shall be governed by and constructed in accordance with the laws of England and Wales. Any dispute arising in connection with these Terms and Conditions shall be subject to the exclusive jurisdiction of the courts of England and Wales.