

Caravan, Motorhome & Boat Storage Terms & Conditions

CONDITIONS OF AGREEMENT

1. Definitions

1.1 In this Agreement the following words and phrases will have the meanings set out below, unless the context requires otherwise:

“Site owner” means the person or persons or organisation that owns and / or manages or operates a site intended for the storage of caravans.

“Vehicle owner” means the person or persons that own the caravan or vehicle permitted to be stored on the site by the Site Owner.

“Vehicle / Stored Vehicle” means the caravan, item or other vehicle permitted to be stored on the site by the Site Owner.

“The Site” means the site intended for the storage of caravans at Crab Lane, Bobbington, DY7 5DY.

“Storage Period” means the period during which the Site owner permits the Vehicle owner to store the Vehicle on the Site (usually 28 days or 4 weeks renewing automatically until termination).

“Access Hours” means such hours as the Site owner permits Vehicle owners to access the Site.

“Rental” means the amount of rent that the Site owner requires the Vehicle owner to pay in return for permitting the Vehicle to be stored on Site during the Storage Period.

“Payment terms” means the terms of payment agreed between the Site Owner and the Vehicle owner.

“Data Protection Legislation” means all applicable data protection and privacy legislation, regulations and guidance including, without limitation:

- I. Data Protection Act 1998 and (from 25 May 2018 onwards) Regulation (EU) 2016/679 (“GDPR”), the Privacy and Electronic Communications (EC Directive) Regulations (all as amended, updated or re-enacted from time to time); any law based on or seeking to enact any such provisions in the United Kingdom to the GDPR; and
- II. any applicable guidance or codes of practice issued by Working Party 29, the European Data Protection Board or Information Commissioner from time to time (all as amended, updated or re-enacted from time to time).

General Terms

2. Subject to payment of the Rental, the Site owner accepts temporary custody of the Vehicle for the Storage Period.

3. The Vehicle owner parts temporarily with the Vehicle for the Storage Period and agrees to pay the Rental.

4. The Rental is payable in accordance with the Payment Terms. The Site owner may increase the Annual Rental at any time and shall give the Vehicle owner not less than one months’ notice of an increase following which the new value shall be the Annual Rental.

5. The Vehicle owner must insure the Vehicle and keep it insured during the Storage Period and the Vehicle owner will provide evidence of insurance upon request by the Site owner.
6. All valuables and perishable items must be removed from the Vehicle, and the windows and doors are to remain locked during the Storage Period. Any items left in the Vehicle are left at the Vehicle owner's risk. The Vehicle owner is reminded that many insurance policies may not cover possessions in the Vehicle.
7. By entering into this agreement, the Vehicle owner warrants that he / she has both ownership and legal title in the Vehicle.
8. Periodic checks on the identity of all Vehicles on Site may be made by the Site owner.
9. All gas bottles are to be switched off / removed when the Vehicle is on Site and no other noxious, hazardous, or explosive substances or preparations are allowed on Site in compliance with The Regulatory Reform (Fire Safety) Order 2005 and any successor legislation.
10. Access to the site shall be permitted by the Site owner during the Access Hours. Access to the Site at any other time is to be by prior arrangement with the Site owner.
11. The Vehicle owner will give the Site owner reasonable notice of their intention to permanently remove the Vehicle from the Site and in any event at least 7 days' notice.
12. The Vehicle owner acknowledges and agrees that all entry and exit movements may be logged and that the storage facility may be covered by CCTV, which may be recorded and stored.
13. The Vehicle is to be parked correctly and centrally within the allocated plot or left secure in the collection / delivery area.
14. The Vehicle and the allocated plot area must be kept tidy, and no litter left behind.
15. The Vehicle owner shall not permit any other party to use the storage space allocated to the Vehicle owner.
16. This agreement does not permit the stationing of an alternative or replacement vehicle on the Site.
17. The Vehicle is to be kept clean, mechanically sound, and in good condition whilst on the Site.
18. The Site owner reserves the right to refuse entry or require removal of any Vehicle that is not clean, mechanically sound and in good condition.
19. No trading is permitted from the site and the Vehicle must not be offered or advertised for sale while on the Site.
20. The Vehicle must not be inhabited during the Storage Period.
21. No unauthorised access is allowed to any person other than the Vehicle owner and the Vehicle owner may be required to provide identification upon arrival at the Site.
22. No major repairs to the Vehicle are to be carried out on Site. Minor repairs may be carried out with the prior permission of the Site owner in the designated area.
23. The Site owner reserves the right to ask the Vehicle owner to remove their Vehicle from the Site if they do not abide by these terms and conditions.

24. The Site owner shall at all times act with due diligence in providing a fit and proper place for the storage of the Vehicle.

Liability and Insurance

25. The Vehicle owner will insure the Vehicle and keep it insured in accordance with clause 5 above.

26. The Site owner shall obtain and at all times keep in place appropriate liability insurance for the Site.

27. The Site owner will not be held liable for any damage to the Vehicle or its contents as a result of towing or the movement of the Vehicle unless such damage is caused by the negligence of the Site owner.

28. Should the Vehicle owner cause damage a third party's vehicle or property then he / she is required to report the matter immediately to the Site owner.

29. The Site owner shall not be held to be liable for damage or loss caused by vermin infestation.

30. The Site owner shall not be held to be liable for loss or damage caused by other vehicle owners and their vehicles on the Site.

31. Should the Vehicle suffer loss or damage whilst on Site, the Vehicle owner must immediately inform the Site owner, and where appropriate the police and the Vehicle owner's insurers. In cases where the Vehicle owner considers that they have a claim against the Site owner they must in addition provide written details to the Site owner as soon as possible and in any event within 72 hours of the Vehicle owner becoming aware of the claim.

32. Where it appears to the Site Owner that a Vehicle has been brought onto the Site for the purpose of abandoning it, the Site Owner may at its own election arrange for the disposal of the Vehicle and any costs incurred will be recovered from the Vehicle owner and/or any person or persons who brought the Vehicle onto the Site.

33. Nothing in this contract limits or excludes a party's liability for death or personal injury or loss or damage caused by the negligence of that party or its employees, agents, or subcontractors.

34. Termination:

34.1 This agreement shall terminate:

34.1.1 At any time by one party giving written notice to the other party (email notice is deemed acceptable) of that party's intention to terminate not less than 7 days before termination;

34.1.2 Immediately, without notice, should either party become the subject of voluntary or involuntary insolvency proceedings (save for the purposes of amalgamation or solvent re-organisation) or become the subject of an action in bankruptcy or make or propose any voluntary arrangement with their creditors or otherwise acknowledge their insolvency;

34.1.3 Immediately on notice, if either party commits a material breach of any of the provisions of this agreement and, in the case of a breach capable of remedy, fails to remedy this within 30 days after receipt of a notice giving reasonable particulars of the breach and requiring it to be remedied. For the avoidance of doubt the Vehicle owner shall be in material breach in circumstances including, but not limited to, any failure to pay all or part of the Rental.

34.2 Where the Vehicle owner terminates this agreement prior to the end of the agreed Storage Period, the Site owner will be entitled to charge for reasonable administration costs resulting from the termination.

35. Notice requiring Vehicle Owner to collect vehicle and intention to sell:

35.1 In the event the Rental is overdue and following notice pursuant to clause 34.1.3 the Vehicle owner fails to remove the Vehicle from the Site, such notice shall be deemed to be notice under section 12(1) and (2) and Part I of Schedule 1 to the Torts (Interference with Goods) Act 1977 (the 1977 Act) for the Vehicle owner to collect the Vehicle from the Site and notice under section 12(3) and Part II of Schedule 1 to the 1977 Act of the Site Owner's intention to sell the vehicle and any goods and chattels stored with it.

35.2 Following sale of the vehicle in accordance with clause 35.1 above all sums due to the Site Owner including all outstanding arrears and all reasonable costs incurred by the Site Owner will be deducted from the proceeds of the sale and any remaining balance will be retained by the Site Owner on account until collected by the Vehicle owner at his own expense.

35.3 Upon serving notice pursuant to clause 34.1.3 the Site Owner shall be entitled to apply a daily rent calculated at 1/365th of the Annual Rental until such time as the Vehicle is collected or sold.

36. The Vehicle owner recognises that the Site Owner does not have a facility to dispose of unwanted vehicles and as such incur commercial disposal charges. If the Vehicle owner fails to remove the Vehicle on or before termination of the agreement, the Vehicle owner will incur a £500 disposal fee payable to the Site Owner in addition to any other amounts due. The Site Owner, at his discretion, is authorised to sell the Vehicle and its contents in such manner as the Site Owner sees fit and deduct from the proceeds of the sale the £500 disposal fee and any other amount due to the Site Owner under this agreement or otherwise. If the sale of the Vehicle does not cover the disposal fee and any other amount due the Site Owner the Vehicle owner shall be liable to pay any balance due to the Site Owner.

37. No variation to this agreement shall be valid unless it is in writing and signed by each of the parties.

38. If any provision of this agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this agreement which shall remain in full force and effect.

39. A person who is not a party to this agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this agreement.

40. Neither party shall assign, subcontract, or otherwise transfer any of their rights or obligations under this agreement.

41. This agreement shall be governed by and construed in accordance with the laws of England and Wales where the Site is domiciled within the jurisdiction of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales. Where the Site is domiciled in Scotland this agreement shall be governed by and construed in accordance with the laws of Scotland and the parties submit to the exclusive jurisdiction of the courts of Scotland.

Privacy and Data Protection

42. We are committed to protecting your privacy in accordance with the current Data Protection Legislation. This notice provides a summary of the ways in which we (as Data Controller) process your personal data.

43. We process your personal data to provide storage for your vehicle at our site, handle enquiries and complaints, offer services, and to meet legal or regulatory obligations. We may disclose your personal data to third parties who perform services on our behalf and as may be required by law. We may transfer your personal data outside the European Economic Area ("EEA") and will ensure that it is treated in accordance with the Legislation. You have various rights, including to see a copy of the personal information held about you and to lodge a complaint with the local data protection authority.

Your data will be retained for 7 years unless the data must be retained for a longer period due to business, legal or regulatory requirements