

# VEHICLE STORAGE CONTRACT

## PAYMENT TERMS

Payment is due on the first day of the rental period. No refund given for unused rental.

## ACCESS HOURS

Between the hours of 6am and 10pm

## KEY POINTS

Goods are stored at Your sole risk and must be insured

You agree that You own the Vehicle

Storage fees must be paid in advance and on time. Access to the site may be suspended until the outstanding payment is made.

To terminate this agreement, you must give at least 1 month in writing.

We will not be held to be liable for loss or damage caused by other vehicle owners and their vehicles on the Site

You must have valid insurance during the duration of storage and provide evidence if requested.

THIS AGREEMENT IS MADE UP OF THIS COVER SHEET AND THE CONDITIONS OVERLEAF.

The **Vehicle owner** is reminded that whilst the **Site Owner** does their utmost to provide security for the **Vehicle** stored with them, it is impossible to completely eliminate the risk of theft or damage.

I/We hereby agree with the above terms and conditions in relation to the temporary custody of the identified goods (the **Vehicle**)

## CONDITIONS OF AGREEMENT

### Definitions

1. In this agreement the following words and phrases will have the meanings set out below, unless the context requires otherwise:

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

**“Vehicle owner” or “You”** 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 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.

**“Storage Period”** means the period during which the Site owner permits the Vehicle owner to store the Vehicle on the Site.

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

**“Rental Fee”** 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 (in each case as amended, updated or re-enacted (as applicable) from time to time) including, without limitation:

(i) the Data Protection Act 2018;

(ii) the UK GDPR (as defined in section 3 of the Data Protection Act 2018);

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(iii) the Privacy and Electronic Communications (EC Directive) Regulations; and

(iv) any applicable and binding guidance or codes of practice issued or approved by the UK Information Commissioner's Office or any other supervisory authority having jurisdiction from time to time;

## General Terms

2. **Subject** to payment of the **Rental Fee**, 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 Fee**.
4. The **Rental Fee** is payable in accordance with the **Payment Terms**. The **Site owner** may increase the **Rental Fee** at any time and shall give the **Vehicle owner** not less than one month's notice of an increase following which the new value shall be the **Rental Fee**.
5. If all or part of part **Rental Fee** is not received by the **Site Owner** on the payment date in accordance with **Payment Terms**, the **Site Owner** will have the right, in addition to any statutory rights available to it, to suspend the access to the **Site** until such time the payment is made by the **Vehicle Owner**.
6. 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**.
7. 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**.
8. By entering into this agreement, the **Vehicle owner** warrants that he/she has both ownership and legal title in the **Vehicle**.
9. Periodic checks on the identity of all **Vehicles** on **Site** may be made by the **Site owner**.
10. 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. In their normal state, devices or other products containing lithium-ion batteries, when used and maintained in accordance with manufacturer's instructions, are not considered to present a noxious, hazardous or explosive risk.
11. 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**.
12. The **Vehicle owner** will give the **Site owner** reasonable notice of their intention to permanently remove the **Vehicle** from the **Site**.
13. 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.
14. The **Vehicle** is to be parked correctly within the allocated plot or left secure in the collection/delivery area.
15. The **Vehicle** and the allocated plot area must be kept tidy and no litter left behind.
16. The **Vehicle owner** shall not permit any other party to use the storage space allocated to the **Vehicle owner**.

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17. This agreement does not permit the stationing of an alternative or replacement vehicle on the **Site**, except where a car is left in place of a motorhome, unless agreed in advance and confirmed in writing. Electric vehicles are not permitted to be stationed on site without prior permission from the site owner.
18. The **Vehicle** is to be kept clean, mechanically sound, and in good condition whilst on the **Site**.
19. 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.
20. No trading is permitted from the **site** and the **Vehicle** must not be offered or advertised for sale while on the **Site**.
21. The **Vehicle** must not be inhabited during the **Storage Period**.
22. No unauthorised access is allowed to any person other than the **Vehicle owner** and the **Vehicle owner** will be required to provide identification upon arrival at the **Site**.

22.1 If additional access is required this must be approved in advance by the Site Owner. You are responsible for and liable to us and other users of the **Site** for your own actions and those of additional approved persons. We may require proof of identity from you or any other person at any time, and at our discretion may refuse access to the **Site** to any person who is unable to produce satisfactory proof.

22.2 You, and any additional approved persons must use reasonable care on the **Site** and inform us of any damage or defect immediately.

23. 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**.
24. 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.
25. 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**

26. The **Vehicle owner** will insure the **Vehicle** and keep it insured in accordance with clause 5 above.
27. The **Site Owner** shall obtain and at all times keep in place appropriate liability insurance for the **Site**.
28. 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**.
29. 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**.
30. The **Site owner** shall not be held to be liable for damage or loss caused by vermin infestation.
31. 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**.
32. 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.

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33. 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**.
34. 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.

## **Termination:**

35. This agreement shall terminate:
- 35.1 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.
- 35.2 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 Fee**.
36. 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.

## **Aggressive or abusive behavior:**

37. If the **Site Owner** considers, at its sole discretion, the **Vehicle Owner's** behaviour to be abusive or aggressive, it may:
- stop communicating directly with the **Vehicle Owner**, and only communicate in writing through a letter sent by post, or via audio recording, and /or
  - restrict communicating with the **Site Owner** on a specific matter or topic, and/or
  - in circumstances where the **Site Owner** believes a crime may have been committed, refer the unacceptable behaviour or communication to the police, and /or
  - terminate this agreement immediately by giving written notice to the **Vehicle Owner**.

For the purposes of this section, the aggressive or abusive behaviour includes but is not limited to:

- behaviour that is abusive or threatening,
- using offensive or insulting language,
- using aggressive or threatening behaviour or language,
- using racist, sexist or homophobic language or any other discriminatory language related to a diversity/protected characteristic or includes any other form of discrimination,
- refusing to cooperate, or clarify an issue or matter, despite our offers of help,
- attempting or threatening to disrupt the work of the **Site**.

## **Notice requiring Vehicle Owner to collect vehicle and intention to sell:**

38. In the event the **Rental Fee** is overdue and following notice pursuant to clause 35.2 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

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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.

39. Following sale of the vehicle in accordance with clause 38 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.
40. Upon serving notice pursuant to clause 35.2 the **Site Owner** shall be entitled to apply a daily rent calculated at 1/365th of the **Rental Fee** until such time as the **Vehicle** is collected or sold.
41. 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**.
42. We reserve the right to modify this agreement without prior notice to you. Any variation to this agreement will be published on our website. Your continued use of the **Site** will be considered as your acceptance of and agreement to the amended terms.
43. 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.
44. 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.
45. Neither party shall assign, subcontract or otherwise transfer any of their rights or obligations under this agreement.
46. 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

47. The **Site Owner** is committed to protecting the **Vehicle owner's** privacy in accordance with the Data Protection Legislation. This section provides a summary of the ways in which the **Site Owner** (as Data Controller) process the **Vehicle owner's** personal data, the categories of personal data that the **Site Owner** collects, how the **Site Owner** uses the **Vehicle owner's** personal data and when it may disclose personal data to third parties. This section also describes the **Vehicle owner's** rights regarding the personal data that the **Site Owner** holds including how the **Vehicle owner** can access, correct, and request for erasure of its personal data.
48. For the purposes of this section, personal data means any information about an identifiable individual. To carry out our activities and obligations under this agreement, the **Vehicle owner** may collect, store, and process the following categories of personal data:
  - Personal contact details such as name, addresses, telephone numbers, and personal email addresses;

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- Bank details;
- Relevant Vehicle details.

49. The **Site Owner** processes the **Vehicle owner's** personal data to provide storage for the **Vehicle** at the **Site**, handle enquiries and complaints, offer services, and to meet legal or regulatory obligations. The **Site Owner** may disclose the **Vehicle owner's** personal data to third parties who perform services on its behalf and as may be required by law. The **Site Owner has** various rights, including to see a copy of the personal information held about the **Site Owner** by the **Vehicle Owner** and to lodge a complaint with the relevant data protection authority. The **Site Owner's** personal data will be retained for as long as necessary to fulfill the purposes it was collected for, except as otherwise permitted or required by applicable law or regulation.
50. It is important that the personal data the **Site Owner** holds about the **Vehicle Owner** is accurate and current. The **Vehicle Owner** shall promptly inform the **Site Owner** if its personal data changes during the **Storage Period**. By law the Vehicle Owner may have the right to request access to, correct, and erase the personal data, or object to the processing of your personal data under certain circumstances. The **Vehicle Owner** may also have the right to request that the Site Owner transfers the **Vehicle Owner's** personal data to another party. If the Vehicle Owner wants to review, verify, correct, or request erasure of its personal data, object to the processing of its personal data, or request that a copy of its personal data is transferred to another party, it should contact the **Site Owner** in writing. Depending on the right the **Vehicle Owner** wants to exercise, and the type of personal data involved, there may be legal reasons why the **Site Owner** cannot meet the request.