

Terms and Conditions - CARAVANS

Definitions

Agreement – these terms and conditions and the information on the cover sheet

Caravan – refers to all caravans, motorhomes, boats and any vehicles stored or parked at the Site unless otherwise stated

Caravan Owner – the person named as the Caravan Owner on the cover sheet to this Agreement

End Date – the date of termination of this Agreement

Site - the premises on which the Caravan is stored/parked

Start Date – the date specified on the cover sheet

Us, We Our – the storage provider named on the cover sheet

You, Your – the customer named on the front sheet

1. INSURANCE

1.1 The Caravan Owner undertakes, at his/her own expense to insure and keep insured the caravan with a member of the Association of British Insurers against loss or damage by Fire Storm Theft Flood and liability of not less than £2M to third parties

1.2 The Caravan Owner will as a condition of this Agreement provide Us with a certificate of insurance before signing this Agreement.

1.3 The Caravan Owner shall not do or suffer or permit to be done any act or thing which shall or may render any increased or extra premiums payable for Our third party insurance or which may make void or voidable any policy of such insurance.

1.4 The Caravan Owner will indemnify Us and keep Us indemnified from and against all actions proceedings and claims by third parties in respect of any loss or damage or liability caused by or arising out of any wilful neglect or default of the Caravan Owner and any other person authorised by the Caravan Owner.

2. LIABILITY

2.1 We exclude all liability for any loss or damage for the Caravan whilst it is stored on the Site and for any damage caused by vermin infestation.

3. CARAVAN OWNER'S RESPONSIBILITIES

3.1 The Caravan Owner will not permit the removal of the caravan from the Site by anyone other than the Caravan Owner except on the prior written authority of the Owner to a person carrying such written authority, and bearing the original signature of the Caravan Owner.

3.2 The Caravan Owner must use the ground anchors provided. The Caravan Owner must obtain a suitable lock and chain to secure the Caravan to the

anchor ring. Failure to use the ground anchors will result in a breach of this Agreement and you will not be permitted to use the Site. This clause specifically excludes motorhomes.

3.5 The Caravan Owner shall be responsible for properly securing the Caravan as provided for by the manufacturer, and to immobilise the Caravan against theft by use of any or all proprietary anti-theft measures.

3.6 The Caravan Owner shall provide the details of a nominated person within the locality who can deal with your Caravan should the alarm be activated.

3.7 No explosive or other inflammable substance or material may remain in the Caravan whilst it is unoccupied, with the exception that up to a maximum of two gas cylinders of a proprietary brand and suitable for use with the Caravan may be left, disconnected, inside the Caravan. Should any such substances or materials be discovered, they may be disposed of as We see fit, and the Caravan Owner shall not be entitled to any compensation resulting from this action.

3.8 All chemical waste from caravan toilets must be disposed of before the Caravan is brought onto the Site. We do not provide facilities for disposal of such waste.

3.9 Any storm or accidental damage which the caravan suffers during the Agreement period must be promptly repaired by the caravan owner.

3.10 All valuables and food must be removed from the Caravan when not in use. It is recommended that the Caravan Owner puts down bait to ensure no rodent damage.

3.11 The caravan owner agrees to comply with the following behaviour standards:

- a. Not to be a nuisance to other users of the Site or to us or our staff, or allow any members of your party to do so.
- b. To act towards us and our staff in a reasonable, courteous and considerate manner.
- c. To supervise children so that they are not a nuisance or danger to themselves or others.
- d. Not to use the Caravan or the Site for any criminal or anti-social activity
- e. To keep dogs on leads at all times and to clear any mess left by their pets

3.12 In the event that the Caravan Owner fails to comply with any of the above, We reserve the right to terminate this Agreement with immediate effect.

3.13 For the avoidance of doubt any Caravan Owner seen to be allowing their dog to foul the Site without cleaning it up will be asked to leave and their contact terminated immediately for breach of contract.

3.14 You will keep Us up to date with all contact and address details for You and your Agent.

4. OUR RESPONSIBILITIES

4.1 We will insure the Site against public liability

5. ASSIGNMENT

The Caravan Owner is not permitted to assign this Agreement which means that the Caravan may not be sold with any entitlement for it to be stationed on the Site.

6. PAYMENT

6.1 Rent is payable annually or half yearly in advance by cash, cheque, credit/debit card or BACs.

6.2 You must pay Us Our rent for the minimum period of rent on signature of this Agreement and for each successive period You must pay Our Fees on the Due Date. All sums payable to Us under the Agreement will become due immediately upon termination of the Agreement.

6.3 If You do not pay Our rent on the Due Date, You must pay Us an administrative charge for late payment which is the larger of 10 per cent of Our Fees or £10.

6.3 We will not accept that payment has been made until We have received cleared funds. In the event that any cheque or direct debit is dishonoured, We may charge You an administrative charge of £15.

6.4 Additionally, if You do not pay on time, You must pay Us interest on all amounts overdue for payment from You at the rate of 5% above the base rate of NatWest Bank PLC, calculated from the date when payment becomes due up to and including the date of actual payment including all accrued interest, whether before or after judgment, and whether or not We exercise the right of sale under this Agreement.

6.5 You must pay Us the Deposit on Your signature of this Agreement.

6.6 The Deposit will be returned to You (without interest) after this Agreement terminates less any amount We may in Our sole discretion deduct to cover:-

- a. any breach of Condition 3;
- b. any of Our Fees which have not been paid or any unpaid removal or other charges;

6.7 We reserve the right to deduct or withhold from the Deposit an amount equal to the costs of repairs to the Site which We consider are required as a direct or indirect result of the storage of the Caravan or Your breach of this Agreement, in order to bring the the Site up to substantially the same standard and condition as it was in at the Start Date.

6.8 In the event of non-payment We reserve the right to sell the Caravan and you will transfer ownership to Us and You acknowledge that We will pass all rights of ownership in the Caravan to the buyer. We will use the proceeds of sale to pay first the costs incurred by Us in the sale and removal, and second to pay Your Debt. We will hold any balance for You. Interest will not accrue to You on the balance.

6.9 If the proceeds of sale are insufficient to discharge all or any part of the costs of sale incurred by Us and Your Debt, You must pay any balance outstanding to Us within seven days of a written demand from Us which will set out the balance remaining due to Us after the net proceeds of sale have been credited to You. Interest will continue to accrue on Your Debt until payment has been made. We may take action to recover the outstanding amounts including any legal and administration costs that are incurred.

6.10 Before We sell the Caravan, We will give You notice in writing at Your address on the cover sheet or any updated address in accordance with clause 3.14.

6.11 We will sell the Caravan for the best price reasonably available in the open market, taking into account the costs of sale.

6.12 If the Caravan cannot reasonably and economically be sold (for any reason whatsoever), or remains unsold despite Our efforts, You authorise Us to treat it as abandoned by You and to destroy or otherwise dispose of it at Your cost.

7. TERMINATION

7.1 Either You or We may terminate this Agreement:-

7.2 by giving to the other written notice of not less than one calendar month, the End Date

7.3 If You commit a breach of this Agreement and, if the breach can be put right You do not put it right within 14 days of Us notifying You of the breach, then We may immediately terminate this Agreement by notice in writing to You.

7.4 Immediately on the End Date, You must remove the Caravan from the Site and leave the Site in the same condition as at the Start Date. If You do not do so, You shall pay Our costs of putting the Site back into the same condition as at the Start Date. If You do not make Prompt Payment of Our Fees and any payments due to Us under this Agreement, We are relieved of any duty howsoever arising in respect of the Caravan.

7.5 If You do not comply with any notice You give Us by removing the Caravan from the Site on the End Date then You will have to give notice again and We shall be entitled to be paid Our Fees for the period to the new End Date. All notices sent by either party shall be to the addresses on the front of this Agreement.

7.6 Termination will not affect either Your or Our outstanding rights or duties, including Our right to recover from You any money You owe Us under this Agreement.

7.7 Where this Agreement has terminated and You have paid more of Our Fees and charges than are due at the Termination Date, We will refund the balance to You after deduction of any payments due to Us as if the balance were a Deposit. No interest will accrue on any money held by Us for You. Where any payments are still outstanding from You, You must pay Us in full including any outstanding interest before We will release the Caravan to You.