

CaSSOA STORAGE CONTRACT

VEHICLE STORAGE AGREEMENT – COVER SHEET

SITE DETAILS: NAME AND ADDRESS OF SITE / CONTACT DETAILS / COMPANY NUMBER

Vehicle owner name:

Vehicle owner address:

Tel No:

Email:

Vehicle owner's ID seen & copy taken? YES / NO

Vehicle Number Plate/s of tow vehicles or other vehicles used to access the site:

PERIOD OF AGREEMENT (The Storage Period) *[complete as appropriate]*

Annual / Monthly : From: ____ / ____ / ____ To: ____ / ____ / ____ and continuing on an annual / rolling monthly basis until termination.

RENTAL FEE *[complete as appropriate]* - Annual / Monthly: £

PAYMENT TERMS

Payment date:

Payment Method:

ACCESS HOURS

Between the hours of _____ and _____

KEY POINTS

- Goods are stored at **Your** sole risk and must be insured
- **Rental Fee** 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 calendar month in writing.
- **You** must have valid insurance for the duration of storage and provide evidence if requested.
- **You** are reminded that whilst the **Site operator** does their utmost to provide security for the **Vehicle** stored with them, it is impossible to eliminate completely the risk of theft or damage.
- **THIS AGREEMENT IS MADE UP OF THIS COVER SHEET AND THE CONDITIONS OVERLEAF.**

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

Signed: _____ (for and on behalf of the Site operator)

Signed: _____ (Vehicle owner)

Date: ____ / ____ / ____

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VEHICLE STORAGE AGREEMENT – VEHICLE DETAILS

This agreement is made between the **Site operator**, on whose land the **Vehicle** is to be stored, and the **Vehicle owner**.

ALLOCATED PLOT NUMBER:

We may make changes to the allocated plot from time to time by giving notice to **You** in writing (email or letter)

VEHICLE TO BE STORED

Make & Model: (The Vehicle)

Serial No & CRiS No.:

CRiS/V5 document seen? YES / NO

Copy Taken? YES / NO

Year of Manufacture:

Value:

Caravan Length/Width:

Is the Vehicle subject to a finance or hire purchase agreement? YES / NO

Finance Company / Agreement Ref:

Name of Insurance Company:

Policy No:

Renewal Date:

Tracking device fitted (and subscription renewed)?

Wheel clamp? YES / NO

Hitchlock? YES / NO

Alarm? YES / NO

Written exemption to any of the above?

Are any lithium ion batteries stored within the caravan / motorhome?

YES / NO

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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:

“Agreement” means the Cover Sheet, Conditions of Agreement and any appendices, schedules and exhibits as may be attached hereto, which together forms the Agreement.

“Site operator” or “Us” or “We” 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” or “Your” means the person or persons that own or have permission to drive the caravan or vehicle permitted to be stored on the site by the Site operator, as specified in the Cover Sheet.

“The Site” means the site intended for the storage of caravans.

“Storage Period” means the period during which the Site operator permits the Vehicle owner to store the Vehicle on the Site, as specified in the Cover Sheet.

“Access Hours” means such hours as the Site operator permits Vehicle owners to access the Site as specified in the Cover Sheet.

“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);
 - (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 Operator** accepts temporary custody of the **Vehicle** for the **Storage Period**.
3. **You** will part temporarily with the **Vehicle** for the **Storage Period** and agree to pay the **Rental Fee**.
4. The **Rental Fee** is payable in accordance with the **Payment Terms**. The **Site operator** may increase the **Rental Fee** at any time and shall give the **You** 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 **Rental Fee** is not received by the **Site operator** on the payment date in accordance with **Payment Terms**, the **Site operator** 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 **You**.

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6. **You** must insure the **Vehicle** and keep it insured during the **Storage Period** and **You** will provide evidence of insurance upon request by **Us**.
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. **You** are reminded that many insurance policies may not cover possessions in the **Vehicle**.
8. By entering into this agreement, **You** warrant that **You** have 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 operator**.
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 manufacturers instructions, are not considered to present a noxious, hazardous or explosive risk.
11. Access to the **Site** shall be permitted by the **Site operator** during the **Access Hours**. Access to the **Site** at any other time is to be by prior arrangement with the **Site operator**. The **Site operator** may require a proof of identity from **You** or any other person accessing the **Site** at any time, and refuse access to the **Site** to any person who is unable to produce a satisfactory proof.
12. **You** will give the **Site operator** reasonable notice of **Your** intention to permanently remove the **Vehicle** from the **Site**.
13. **You** acknowledge and agree 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. **You** shall not permit any other party to use the storage space allocated to the **Vehicle owner**.
17. **You** must use reasonable care on the **Site** and inform the **Site operator** of any damage or defect immediately.
18. 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. Where an electric car is left in place of a motorhome, **You** are required to notify the **Site operator**.
19. The **Vehicle** is to be kept clean, mechanically sound, and in good condition whilst on the **Site**.
20. The **Site operator** reserves the right to refuse entry or require removal of any **Vehicle** that is not clean, mechanically sound and in good condition.
21. No trading is permitted from the **Site** and the **Vehicle** must not be offered or advertised for sale while on the **Site**, unless otherwise agreed by the **Site operator**.
22. The **Vehicle** must not be inhabited during the **Storage Period**.
23. No unauthorised access is allowed to any person other than **You** unless otherwise agreed by the **Site operator**. **You** will be required to provide identification upon arrival at the **Site**.

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24. 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 operator**.
25. The **Site operator** reserves the right to ask **You** to remove **Your Vehicle** from the **Site** if **You** do not abide by these terms and conditions.
26. The **Site operator** shall at all times act with due diligence in providing a fit and proper place for the storage of the **Vehicle**.

Liability and Insurance

27. **You** will insure the **Vehicle** and keep it insured in accordance with clause 6 above.
28. The **Site operator** shall obtain and at all times keep in place appropriate liability insurance for the **Site**.
29. The **Site operator** 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 operator**.
30. The **Site operator** shall not be liable for any items or contents left with the **Vehicle**. Any items left with the **Vehicle** are left at **Your** sole risk.
31. Should **You**, or any person brought onto the **Site** by the **You** cause damage to a third party's vehicle or property then he/she is required to report the matter immediately to the **Site operator**.
32. The **Site operator** shall not be held to be liable for damage or loss caused by vermin infestation.
33. The **Site operator** shall not be held to be liable for loss or damage caused by other vehicle owners and their vehicles on the **Site**.
34. Should the **Vehicle** suffer loss or damage whilst on **Site**, **You** must immediately inform the **Site operator**, 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 operator** they must in addition provide written details to the **Site operator** as soon as possible and in any event within 72 hours of the **Vehicle owner** becoming aware of the claim.
35. Where it appears to the **Site operator** that a **Vehicle** has been brought onto the **Site** for the purpose of abandoning it, the **Site operator** may at its own election arrange for the disposal of the **Vehicle** and any costs incurred will be recovered from **You** and/or any person or persons who brought the **Vehicle** onto the **Site**.
36. If the **Vehicle** suffers loss or damage whilst on the **Site** due to an event outside the **Site operator's** control, the **Site operator** will notify **You** as soon as possible after it has become aware of such loss or damage.
37. The **Site operator** shall not be responsible for losses **You** suffer caused by **Site operator** breaking this agreement if the loss is:
- **Unexpected.** It was not obvious that it would happen and nothing **You** said to the **Site operator** before the **Site operator** entered into this agreement meant the **Site operator** should have expected it (so, in the law, the loss was unforeseeable).
 - **Caused by a delaying event outside the Site operator's control.** As long as the **Site operator** has taken the steps set out in clause 35.
 - **Avoidable.** Something **You** could have avoided by taking reasonable action. For example, damage to **Your Vehicle**, the **Vehicle's** content or any other belongings brought by **You** to the **Site**, which **You**

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could have avoided by complying with the requirements of this agreement or following the **Site operator's** advice and instructions.

Termination:

38. This agreement shall terminate:
- 38.1 At any time by one party giving written notice to the other party of that party's intention to terminate not less than one calendar month before termination;
- 38.2 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;
- 38.3 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 **You** shall be in material breach in circumstances including, but not limited to, any failure to pay all or part of the **Rental Fee**.
39. Where **You** terminate this agreement prior to the end of the agreed **Storage Period**, the **Site operator** will be entitled to charge for reasonable administration costs resulting from the termination.

Aggressive or abusive behavior:

40. If the **Site operator** considers, at its sole discretion, **Your** behaviour to be abusive or aggressive, it may:
- stop communicating directly with **You**, and only communicate in writing through a letter sent by post, or via audio recording, and /or
 - restrict communicating with **You** on a specific matter or topic, and/or
 - in circumstances where the **Site operator** 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 **You**.

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:

41. In the event the **Rental Fee** is overdue and following notice pursuant to clause 38.3 **You** fail 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 **You** 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 operator's** intention to sell the **vehicle** and any goods and chattels stored with it.
42. Following sale of the vehicle in accordance with clause 41 above all sums due to the **Site operator** including all outstanding arrears and all reasonable costs incurred by the **Site operator** will be deducted

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from the proceeds of the sale and any remaining balance will be retained by the **Site operator** on account until collected by **You** at **Your** own expense.

43. Upon serving notice pursuant to clause 38.3 the **Site operator** 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.
44. **You** recognise that the **Site operator** does not have a facility to dispose of unwanted vehicles and as such incur commercial disposal charges. If **You** fail to remove the **Vehicle** on or before termination of the agreement, **You** will incur a £500 disposal fee payable to the **Site operator** in addition to any other amounts due. The **Site operator**, at his discretion, is authorised to sell the **Vehicle** and its contents in such manner as the **Site operator** sees fit and deduct from the proceeds of the sale the £500 disposal fee and any other amount due to the **Site operator** under this agreement or otherwise. If the sale of the **Vehicle** does not cover the disposal fee and any other amount due to the **Site operator** **You** shall be liable to pay any balance due to the **Site operator**.
45. No variation to this agreement shall be valid unless it is in writing and signed by each of the parties. We reserve the right to modify this agreement without prior notice to you. Any variation to this agreement shall be notified to **You** in writing via the most recent email address provided to us by you. **Your** continued use of the **Site** will be considered as **Your** acceptance of and agreement to the amended terms.
46. 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.
47. 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.
48. Neither party shall assign, subcontract or otherwise transfer any of their rights or obligations under this agreement.
49. 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

50. The **Site operator** is committed to protecting **Your** privacy in accordance with the Data Protection Legislation. This section provides a summary of the ways in which the **Site operator** (as Data Controller) process **Your** personal data, the categories of personal data that the **Site operator** collects, how the **Site operator** uses **Your** personal data and when it may disclose personal data to third parties. This section also describes **Your** rights regarding the personal data that the **Site operator** holds including how **You** can access, correct, and request for erasure of **Your** personal data.
51. 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 **Site operator** may collect, store, and process the following categories of personal data:
- Personal contact details such as name, addresses, telephone numbers, and personal email addresses;
 - Bank details;
 - Relevant Vehicle details.

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52. The **Site operator** processes **Your** 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 operator** may disclose **Your** personal data to third parties who perform services on its behalf and as may be required by law. **You** have various rights, including to see a copy of the personal information held about **You** by the Site operator and to lodge a complaint with the relevant data protection authority. **Your** 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.
53. It is important that the personal data the **Site operator** holds about **You** is accurate and current. **You** shall promptly inform the **Site operator** if **Your** personal data changes during the **Storage Period**. By law **You** 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. **You** may also have the right to request that the **Site operator** transfers **Your** personal data to another party. If **You** want to review, verify, correct, or request erasure of **Your** personal data, object to the processing of **Your** personal data, or request that a copy of **Your** personal data is transferred to another party, **You** should contact the **Site operator** in writing. Depending on the right **You** want to exercise, and the type of personal data involved, there may be legal reasons why the **Site operator** cannot meet the request.