

# EAST DEVON CARAVAN STORAGE – TERMS & CONDITIONS OF STORAGE

## 1. Definitions

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

**“The Site”** means East Devon Caravan Storage - the site intended for the storage of the Unit.

**“Site owner”** means the person or persons or organization that owns and/or manages or operates East Devon Caravan Storage.

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

**“Unit/Stored Unit”** means the caravan or other Unit permitted to be stored on the site by the Site Owner.

**“Storage Period”** means the initial period during which the Site owner permits the Unit owner to store the Unit on the Site and any further extensions that are agreed by the Site owner and for which the appropriate Rental has been paid.

**“Access Hours”** means such hours as published in The Site literature and on The Site website that the Site owner permits Unit owners to access the Site

**“Rental”** means the amount of rent that the Site owner requires the Unit owner to pay in return for permitting the Unit to be stored on the Site during the initial Storage Period and any further extensions as agreed by the Site owner.

**“Payment terms”** means the terms of payment agreed between the Site Owner and the Unit owner. For the purposes of this agreement payment of Rental must be paid in advance of the initial Storage Period and any subsequent extensions.

**“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 Unit for the Storage Period.

3. The Unit owner parts temporarily with the Unit 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 Rental at any time and shall give the Unit owner not less than one months’ notice of an increase following which the new value shall be the Rental. The revised Rental will not become applicable until the expiry of the current paid Storage period.

4.1. There is no refund of Rental during any period the Unit is removed from storage prior to termination of the agreement.

5. The Unit owner must insure the Unit and keep it insured during the Storage Period and the Unit owner will provide evidence of insurance upon request by the Site owner.

6. All valuables and perishable items must be removed from the Unit, and the windows and doors are to remain locked during the Storage Period. Any items left in the Unit are left at the Unit owner’s risk. The Unit owner is reminded that many insurance policies may not cover possessions in the Unit.

7. By entering into this agreement, the Unit owner warrants that he/she has both ownership and legal title in the Unit.

8. Periodic checks on the identity of all Units on Site may be made by the Site owner.

9. All gas bottles are to be switched off when the Unit 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. For security reasons it is not permitted for owners to enter storage areas without prior permission. Under no circumstances must owners venture onto the farm part of the premises, or leave children or dogs unattended. Dogs must be kept on a lead at all times.

11. The Unit owner will give the Site owner reasonable notice of their intention to permanently remove the Unit from the Site.

12. The Unit 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 Unit is to be parked correctly within the allocated plot or left secure in the collection/delivery area.

14. The Unit and the allocated plot area must be kept tidy and no litter left behind.

15. The Unit owner shall not permit any other party to use the storage space allocated to the Unit owner.

16. This agreement does not permit the stationing of an alternative or replacement Unit on the Site without prior agreement of the Site Owner.

17. The Unit is to be kept clean, mechanically sound, and in good condition whilst on the Site. Units must be checked at least annually by the Unit owner. Where applicable, chassis, tyres, towing hitches, brakes, towing lights, safety chains, jockey wheel

clamps and corner steadies must be serviced and kept in safe working order. If the Site owner consider any of the afore mentioned points to be in need of repair the Unit owner will be warned. If after warning the Unit owner fails to repair the offending item(s) within 28 days they will be asked to remove their Unit from storage.

18. The Site owner reserves the right to refuse entry or require removal of any Unit that is not clean, mechanically sound and in good condition.

19. No trading is permitted from the site and the Unit must not be offered or advertised for sale or viewed by prospective purchasers while on the Site.

20. No access is allowed to any person other than the Unit owner and the Unit owner will be required to provide identification upon arrival at the Site.

21. The Unit must not be inhabited during the Storage Period.

22. No major repairs to the Unit are to be carried out on Site. Minor repairs may be carried out with the prior permission of the Site owner.

23. The Site owner reserves the right to ask the Unit owner to remove their Unit 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 Unit.

#### **Liability and Insurance**

25. The Unit owner will insure the Unit and keep it insured in accordance with clause 5 above and notify the Site owner if any security devices are required to be fitted by the Site owner during the Storage Period.

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 Unit or its contents as a result of towing or the movement of the Unit unless such damage is caused by the negligence of the Site Owner.

28. Should the Unit owner cause damage a third party's Unit 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 Unit owners and their Units on the Site.

31. Should the Unit suffer loss or damage whilst on Site the Unit owner must immediately inform the Site owner, and where appropriate the police and the Unit owner's insurers. In cases where the Unit 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 Unit owner becoming aware of the claim.

32. Where it appears to the Site Owner that a Unit 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 Unit and any costs incurred will be recovered from the Unit owner and/or any person or persons who brought the Unit 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 of that party's intention to terminate not less than one calendar month 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 Unit 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 Unit owner terminates this agreement prior to the end of the Storage Period paid for, the Site owner is entitled to retain the sum equivalent to 1 month Rental, pro-rata based on last payment, to cover administration costs resulting from the termination. The balance of the unused Rental will be refunded less this administration fee and any other outstanding fees.

#### **35. Notice requiring Unit Owner to collect Unit and intention to sell:**

35.1 In the event the Rental is overdue and following notice pursuant to clause 34.1.3 the Unit owner fails to remove the Unit 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 Unit owner to collect the Unit 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 Unit and any goods and chattels stored with it.

35.2 Following sale of the Unit 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 Unit 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 weekly rent calculated pro-rata at the appropriate monthly Rental rate in force until such time as the Unit is collected or sold.

36. The Unit owner recognises that the Site Owner does not have a facility to dispose of unwanted Units and as such incur commercial disposal charges. If the Unit owner fails to remove the Unit on or before termination of the agreement, the Unit 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 Unit 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 Unit does not cover the disposal fee and any other amount due the Site Owner the Unit 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.

#### **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 Unit 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.



This document is based on the standard CaSSOA (The Caravan Storage Site Owners' Association) Storage Contract

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