

# CaSSOA

THE CARAVAN STORAGE  
SITE OWNERS' ASSOCIATION



## CaSSOA STORAGE CONTRACT

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## VEHICLE STORAGE AGREEMENT

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

AGREEMENT NO: \_\_\_\_\_

ALLOCATED PLOT NUMBER: \_\_\_\_\_

## SITE DETAILS

Site Name: \_\_\_\_\_

Site (CaSSOA) Reference: \_\_\_\_\_

Site Address: \_\_\_\_\_

Site Tel No: \_\_\_\_\_

Owner's Email: \_\_\_\_\_

## VEHICLE OWNERS DETAILS

Vehicle Owner's Name: \_\_\_\_\_

Vehicle Owner's Address: \_\_\_\_\_

Tel No: \_\_\_\_\_

Email: \_\_\_\_\_

Vehicle Owner's Identification seen & copy taken? YES / NO

## VEHICLE TO BE STORED

Make: \_\_\_\_\_ (The Vehicle)

Model: \_\_\_\_\_

Serial No: \_\_\_\_\_

CRiS No: \_\_\_\_\_

CRiS/V5 document seen? YES / NO Copy Taken? YES / NO

Year of Manufacture: \_\_\_\_\_

Length: \_\_\_\_\_ Width: \_\_\_\_\_

Vehicle to be stored cont.

Value: \_\_\_\_\_ No of axles: \_\_\_\_\_

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

Finance Company: \_\_\_\_\_

Agreement Ref: \_\_\_\_\_

Vehicle Reg No Attached: \_\_\_\_\_

Name of Insurance Company: \_\_\_\_\_

Policy No: \_\_\_\_\_

Renewal Date: \_\_\_\_\_

Tracking device to be fitted? \_\_\_\_\_

Details: \_\_\_\_\_

Wheel clamp? YES / NO

Hitchlock? YES / NO

Alarm? YES / NO

Written exemption to any of the above? \_\_\_\_\_

#### PERIOD OF AGREEMENT (The Storage Period)

From: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ To: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Additional information: \_\_\_\_\_

#### ANNUAL RENTAL

£ \_\_\_\_\_

#### PAYMENT TERMS

Payment date: \_\_\_\_\_

Payment Method: \_\_\_\_\_

#### ACCESS HOURS

Between the hours of \_\_\_\_\_ and \_\_\_\_\_

Additional Information: \_\_\_\_\_

## 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 organization 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 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 (usually 12 months).

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

“**Annual 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 **Annual 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 **Annual Rental**.
4. The **Annual 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 remove the **Vehicle** from the **Site**.
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 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** will 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**.
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 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 **Vehicle owner** shall be in material breach in circumstances including, but not limited to, any failure to pay all or part of the **Annual 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 **Annual Rental** is overdue and following notice pursuant to clause 35.1.3 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 36.1 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 35.1.3 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 and any dispute whether in contract or tort shall be governed by and construed in accordance with the laws of England and the parties submit to the exclusive jurisdiction of the courts of England.

## 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.

The is **Vehicle owner** 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 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 Owner)

Signed: \_\_\_\_\_ (Vehicle Owner)

Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

