

VEHICLE STORAGE AGREEMENT

AT

WEST HALLAM STORAGE SITE
CAT AND FIDDLE LANE
ILKESTON
DERBYSHIRE
DE7 6HE

STORAGE SPACE OPERATOR is
As defined in your Payment Application

1. Definitions and Interpretation

1.1 In this Agreement unless inconsistent with the context or otherwise specified the following words or phrases have the following meanings:-

“Access Hours” means between the hours of 0700 and 2000 on every day of the year excluding Christmas Day and Boxing Day.

“Agreement” means these terms and conditions together with the details set out by You given to STORAGE SPACE OPERATOR on any Storage – New Customer Form, Change of Details Form, Storage – Change of Owner – New Customer Form and/or any Continuation of Storage Form (as the case may be);

“Change of Details Form” means the form which you will complete and give to STORAGE SPACE OPERATOR in the event of any change of details in respect of you or your vehicle;

“Continuation of Storage Form” means the form which you will complete and give to STORAGE SPACE OPERATOR in the event you wish to continue storing your Vehicle and Vehicle Contents on Site at the end of the Storage End Date and in accordance with clause 9.1;

“Charges” means the amount charged by STORAGE SPACE OPERATOR for the storage of Your Vehicle as set out in the Storage – New Customer Form and any other sums due to STORAGE SPACE OPERATOR pursuant to this Agreement (including the payment of VAT);

“Disposal Costs” means the reasonable costs incurred by STORAGE SPACE OPERATOR in destroying, removing, selling or disposing of a Vehicle and its Vehicle Contents (if applicable);

“Letter of Authority” means a letter provided by STORAGE SPACE OPERATOR to you as proof of payment of the Charges. Such letter must be shown at all times when accessing Your Vehicle.

“My Caravan Space” means Kovereki Limited.

“Online Account” means an online account provided to You with facilities to record your permissible visitors and vehicles.

“Pitch” means the location where the Vehicle is (to be) stored on the Site, as directed or varied by STORAGE SPACE OPERATOR in its sole discretion from time to time in accordance with clause 7;

“Site” means the STORAGE SPACE OPERATOR premises at Cat & Fiddle Lane, West Hallam;

“Storage End Date” means the end date set out in the Storage – New Customer Form;

“Storage Start Date” means the start date set out in the Storage – New Customer Form;

“Substitute Vehicle” means a Vehicle that is intended to permanently replace the original Vehicle set out in Storage – New Customer Form but for the avoidance of doubt shall not include a temporary vehicle placed on the Pitch in substitution for the Vehicle whilst it is off Site;

“Vehicle” means the Caravan, Motor Home, Trailer and/or Bus stored by you on the Site during this Agreement and as detailed on the relevant Storage – New Customer Form or Change of Details Form (as the case may be).

“Vehicle Contents” means any items stored in the Vehicle;

“Waiver Letter” means a letter provided by You to STORAGE SPACE OPERATOR and signed confirming that you have used your best endeavors to obtain insurance for Your Vehicle and Vehicle Contents but having been unable to do so, You waive all rights to claim against STORAGE SPACE OPERATOR for any loss of or destruction or damage to the Vehicle and Vehicle Contents and the Vehicle and Vehicle Contents are stored at Your own risk.

“You” or **“Your”** means the customer named on the relevant Storage – New Customer Form (or Storage – Change of Owner – New Customer Form – Online Form, as the case may be);

1.2 References to the plural include the singular and vice versa;

1.3 Clause headings are for convenience only and shall not affect the construction or interpretation of this Agreement

1.4 References to STORAGE SPACE OPERATOR shall include its representative and agents acting for and on behalf of STORAGE SPACE OPERATOR including My Caravan Space .

1.5 For the purpose of this Agreement, time shall be of the essence.

2. Appointment and Term

2.1 Subject to early termination in accordance with this Agreement and provided that STORAGE SPACE OPERATOR' Charges are paid in full and up to date, STORAGE SPACE OPERATOR licences You but no other person:

- (a) to store the Vehicle at the Pitch in accordance with the terms of this Agreement; and
- (b) subject to clause 4, to have access to the Vehicle at any time during the Access Hours (including to remove the Vehicle from the Site or return the Vehicle to the Site).
- 2.2 Subject to early termination in accordance with this Agreement, this Agreement will take effect on the Storage Start Date and will continue until the Storage End Date unless renewed by both parties for a further agreed period in accordance with clause 9.1.
- 3. Charges and Payment Terms**
- 3.1 STORAGE SPACE OPERATOR shall, upon signature by you of the Storage – New Customer Form raise a further form in respect of payment of the Charges known as an “Application for Payment”.
- 3.2 You will be required to pay the Charges outlined in the Application for Payment in cleared funds prior to the Storage Start Date and in all circumstances prior to placement of the Vehicle on the Pitch. If in exceptional circumstances where you are entitled to occupy prior to payment of the Charges or in the case where you are a continuing customer and already occupy the Pitch, payment must be made within 10 days of the Application for Payment having been issued to you for new customers and in accordance with clause 9.1 for continuing customers.
- 3.3 Payment of all sums due to STORAGE SPACE OPERATOR under this Agreement must be effected by You by card or cheque or by such other method to My Caravan Space acting on behalf of STORAGE SPACE OPERATOR as the parties may agree.
- 3.4 All Charges shall be paid in full without deduction or withholding and You shall not be entitled to assert any credit or set off notwithstanding any claim or counterclaim You may have against STORAGE SPACE OPERATOR under this Agreement or otherwise
- 3.5 Upon payment in full of the Charges, STORAGE SPACE OPERATOR shall issue to you a Letter of Authority or an Online Account. Each Vehicle will be issued with only one Letter of Authority and no duplicate copies will be available. You will be entirely and solely responsible for maintaining your access pin and or password(s) secure and safe.
- 3.6 If You fail to pay any sum due under this Agreement in full by the due date for payment, then STORAGE SPACE OPERATOR may, in addition to any other right or remedy available to it, charge interest on the outstanding amount on a daily basis at a rate equivalent to 5% above the Bank of England base rate until payment.
- 4. Access and Third Parties**
- 4.1 Only You and persons authorized in writing by You or accompanied by You will be allowed to have access to the Vehicle. If using the Online Account you can add or remove permissible persons and their vehicles used to access the site. Any person attending the site must carry suitable identification. You are liable for the acts and omissions (including negligence) of any such person as if they were Your own. STORAGE SPACE OPERATOR may refuse You or Your authorized persons access at any time if STORAGE SPACE OPERATOR considers in its sole discretion that the safety of any person on the Site, or the security of any property on the Site will be put at risk.
- 4.2 For the avoidance of doubt, no access to the Vehicle will be permitted outside the Access Hours. STORAGE SPACE OPERATOR will endeavor to give You advance warning of changes in Access Hours by writing to You, but STORAGE SPACE OPERATOR reserves the right to change the Access Hours to other reasonable access hours at any time without giving any prior notice.
- 4.3 Should You require access to the Site during the Access Hours to show your Vehicle to potential buyers, You must first gain authorization from STORAGE SPACE OPERATOR for such named individuals to access the Site (accompanied at all times by You) and the provisions of clause 4.1 will apply.
- 4.4 You will and you will procure that all persons authorised by you will at all times comply with the terms of this Agreement but in particular, the provisions of clauses 6.3 – 6.5.
- 5. Rights of STORAGE SPACE OPERATOR**
- 5.1 STORAGE SPACE OPERATOR has a general lien on the Vehicle and the Vehicle Contents for payment of all Charges due from You which are not paid on their due date (in accordance with clause 3). STORAGE SPACE OPERATOR may exercise its lien at any time by giving written notice to You, such notice to specify the amount of the debt owed by You to STORAGE SPACE OPERATOR. In the event the debt which the lien has been exercised is not fully satisfied within 7 days of such notice, subject to clause 9.7, STORAGE SPACE OPERATOR may move, sell or otherwise dispose of the Vehicle (including the Vehicle Contents) or any part of them at Your entire risk and expense and in accordance with clause 9.6 and 9.8.
- 5.2 Where the provisions of clause 5.1 apply, STORAGE SPACE OPERATOR may refuse You and Your authorized persons access to the Site and the Vehicle and the Charges will continue to accrue. For the avoidance of doubt, the Vehicle and Vehicle Contents (if applicable) will only be released to You where STORAGE SPACE OPERATOR has been paid all sums owing to it whether or not such sums have been invoiced.
- 5.3 You will permit STORAGE SPACE OPERATOR to enter the Vehicle (and if necessary STORAGE SPACE OPERATOR may break the lock to gain entry) at any time without notifying You:

- (a) if STORAGE SPACE OPERATOR reasonably believe that the Vehicle contains any items described in clause 6.2 or is being used in breach of clauses 6.3(a) to (c) or such entry is effected incidental to the exercise of STORAGE SPACE OPERATOR powers pursuant to clauses 7.2 and 9.6;
- (b) if STORAGE SPACE OPERATOR are required to do so by the Police, Fire Services, Local Authority or by a Court Order;
- (c) if STORAGE SPACE OPERATOR believe it is necessary in an emergency;
- (d) to prevent injury or damage to persons or property.

6. Warranties and Obligations

6.1 You warrant that throughout this Agreement, the Vehicle and the Vehicle Contents are Your own property or that the person who owns or has an interest in them has given You irrevocable authority to store the Vehicle and the Vehicle Contents on the terms and conditions in this Agreement and that you act as a duly authorized agent of any such person

6.2 You must not store (and You must not allow any other person to store) any of the following in the Vehicle:

- (a) food or perishable goods unless securely packed so that they are protected from and do not attract vermin;
- (b) birds, fish, animals or any other living creatures;
- (c) with the exception of two small household gas bottles (which are allowed), combustible or flammable materials or liquids such as gas, paint, petrol, or cleaning solvents (other than as necessarily in the petrol tank and engine of the Vehicle);
- (d) firearms, explosives, weapons or ammunition;
- (e) chemicals, radioactive materials, biological agents;
- (f) toxic waste, asbestos or other materials of a potentially dangerous nature; and/or
- (g) any illegal substances, illegal items or goods illegally obtained.

6.3 You must not (and You must not allow any other person to):

- (a) do anything on the Site or in the Vehicle which may be a nuisance to STORAGE SPACE OPERATOR or other persons on the Site;
- (b) do anything on the Site or in the Vehicle which may invalidate any of STORAGE SPACE OPERATOR insurance policies or those of others occupying the Site or increase the premiums payable on them;

- (c) use the Vehicle as offices or living accommodation or as a home or business address;
- (d) cause any damage to any other vehicles or other property on the Site;
- (e) wash the Vehicle with any detergent or chemical on the Pitch or anywhere on the Site. Washing with plain water only is permitted.

6.4 You must (and You shall procure that Your authorized persons shall):

- (a) use reasonable care when on the Site or in the Vehicle and take all reasonable care in respect of the Vehicle, the Site and the property of STORAGE SPACE OPERATOR and others on the Site;
- (b) inform STORAGE SPACE OPERATOR immediately of any damage or defect to the Vehicle;
- (c) comply with the reasonable directions of any of STORAGE SPACE OPERATOR employees at the Site and any further regulations for the safety and security of the Site which STORAGE SPACE OPERATOR may issue from time to time;
- (d) ensure the Vehicle clearly displays the registration number which has been entered by You on the Storage – New Customer Form (or the Change of Details Form as the case may be);
- (e) ensure the Vehicle is declared SORN or taxed accordingly;
- (f) ensure the Vehicle remains on the Pitch (other than when being driven into and out of the Site or moved in accordance with this Agreement) and if the Vehicle is moved by You away from the Pitch, STORAGE SPACE OPERATOR reserves the right (at Your cost) to return the Vehicle to the Pitch; and
- (g) ensure that the Vehicle is locked so as to be secure from unauthorized entry at all times.

6.5 You must (and You shall procure that Your authorized persons shall) observe the health and safety, security and other rules of the Site (as amended from time to time) copies of which are available at the Site and upon request.

6.6 You agree to indemnify STORAGE SPACE OPERATOR for any costs, losses, damages, claims and/or liabilities incurred by STORAGE SPACE OPERATOR as a result of a breach by You of any of the above mentioned warranties.

7. Non-Exclusivity

7.1 This Agreement does not:

- (a) confer on you any exclusive possession in respect of the Pitch and STORAGE SPACE OPERATOR may, on giving you not less than 28 days' notice in writing,

- require You to move (at Your own cost) the Vehicle to another Pitch specified by STORAGE SPACE OPERATOR on the Site or in circumstances where the provisions of clause 5.1 apply, to another secure area of the Site at Your cost;
- (b) constitute STORAGE SPACE OPERATOR as the bailee of the Vehicle or Vehicle Contents and the Vehicle and Vehicle Contents are stored entirely at Your own risk. Where otherwise prohibited by law, You agree to exclude all STORAGE SPACE OPERATOR' obligations as a bailee of the Vehicle and Vehicle Contents.
- 7.2 If you do not arrange the movement of the Vehicle by the date specified in STORAGE SPACE OPERATOR notice as provided for in clause 7.1, STORAGE SPACE OPERATOR may move the Vehicle itself at Your cost.
- 8. Changing the Vehicle and Change of Ownership**
- 8.1 When completing the Storage – New Customer Form, you agree to state the shipping length of the Vehicle and You acknowledge that the Charges to be paid for the storage of the Vehicle are based on such shipping length.
- 8.2 Where You, during the term of this Agreement, require a Substitute Vehicle to be stored at the Pitch, You agree to complete a Change of Details Form and STORAGE SPACE OPERATOR reserve the right to vary the Charges by payment of an "upgrade fee" in accordance with clause 8.3.
- 8.3 The upgrade fee referred to above will be based on the following:
- (a) the size of the new Vehicle compared to the size of the original Vehicle agreed upon between the parties at the date of this Agreement;
- (b) the month in which the change is to be effective from such that the upgrade fee will be lower the nearer the change is to the end of the year to which this Agreement relates; and
- (c) whether or not the originally allocated Pitch needs to be changed in accordance with clause 8.5
- 8.4 Payments made under clause 8.3 shall be payable immediately by You and on demand. Upon receipt of payment in full a new Letter of Authority for the Substitute Vehicle will be issued to You. STORAGE SPACE OPERATOR reserve the right to vary the charges in clause 8.3 at its sole discretion at any time.
- 8.5 In addition to the payment of any upgrade charges as referred to above, You agree that STORAGE SPACE OPERATOR may (where necessary only) alter the Pitch to accommodate the Substitute Vehicle in its sole discretion and you will be required to enter into a new Change of Details Form at the request of STORAGE SPACE OPERATOR and all Vehicle movements will be at Your own cost.
- 8.6 For the avoidance of doubt, You acknowledge that the upgrade charges referred to in this clause 8 will be payable at all times regardless of whether the Pitch has been altered or not.
- 8.7 In the event you elect to sell or transfer the Vehicle and Vehicle Contents during the term of this Agreement, you acknowledge that the provisions of clause 9.4 will apply. If however, the new owner wishes to continue to store the Vehicle and Vehicle Contents on the Pitch in accordance with the terms of this Agreement for the remainder of the term, you and the new owner must complete a Storage – Change of Owner - New Customer Form. You acknowledge that until such time as the sale has completed and the new owner has completed the Storage – Change of Owner – New Customer Form you shall remain liable for the Charges and compliance with this Agreement at all times, including the obligation to insure the Vehicle and Vehicle Contents.
- 9. Renewal and Termination**
- 9.1 In respect of new customers, STORAGE SPACE OPERATOR will, in accordance with clause 3, raise an Application for Payment which must be paid in cleared funds prior to the Storage Start Date and in all circumstances prior to placement of the Vehicle on the Pitch. In respect of existing customers wishing to renew this Agreement, the parties will agree the new terms, a Form will be signed and an Application for Payment for the whole of the following year will be raised during the December of the prior year and due for payment by the end of the following January. Once payment in full has been received, an invoice for the full amount will be raised by STORAGE SPACE OPERATOR head office.
- 9.2 If You are an existing customer and do not wish to continue storage of Your Vehicle at the Site You must notify STORAGE SPACE OPERATOR in writing 1 month prior to the Storage End Date (or as agreed between the parties) and You have until January 31 to remove the Vehicle from the Site and STORAGE SPACE OPERATOR will not charge you the Charges for the month of January. This Agreement will end once you have removed Your Vehicle and you are required to return the Letter of Authority to STORAGE SPACE OPERATOR immediately.
- 9.3 If You do not remove Your Vehicle by 31 January (and you have not paid the Application for Payment for the Charges for that year), this Agreement will be deemed to be accepted by You and will continue on the existing terms (and for the avoidance of doubt the lien specified in clause 5 will apply) and STORAGE SPACE OPERATOR reserves its rights to move, retain or sell the Vehicle and the Vehicle Contents in accordance with this Agreement.
- 9.4 If during this Agreement you no longer wish to store the Vehicle at the Site, you acknowledge that STORAGE SPACE OPERATOR will not be obliged to refund to You any of the prepaid Charges.
- 9.5 In the event of a breach by You of this Agreement (including a failure to pay the

- Charges), STORAGE SPACE OPERATOR may terminate this Agreement at any time on 14 days written notice to You and You agree to immediately remove the Vehicle and Vehicle Contents and return the Letter of Authority no later than the expiry of the 14 day notice period (unless otherwise agreed between the parties).
- 9.6 In the event You fail to collect the Vehicle and the Vehicle Contents at the expiration or early termination of this Agreement or after STORAGE SPACE OPERATOR have required You to collect them, STORAGE SPACE OPERATOR may in accordance with the general lien referred to in clause 5 move the Vehicle to a secure area of the Site at Your cost or subject to clauses 9.7 and 9.8, sell the Vehicle and the Vehicle Contents and pass all ownership of them and use the proceeds of sale to (i) first pay the Disposal Costs and (ii) secondly in paying any sums due to STORAGE SPACE OPERATOR pursuant to this Agreement and (iii) thirdly to hold any balance for You. If the proceeds of sale are insufficient to discharge (i) and (ii) or if STORAGE SPACE OPERATOR, despite acting in accordance with clause 9.8 is unable to obtain a buyer and must pay Disposal Costs, You must pay any balance outstanding to STORAGE SPACE OPERATOR (meaning the Disposal Costs and the costs at (i) and (ii) above) within 28 days of a written demand from STORAGE SPACE OPERATOR setting out the balance owing.
- 9.7 Before STORAGE SPACE OPERATOR sells the Vehicle and the Vehicle Contents, STORAGE SPACE OPERATOR will give You notice in writing by registered post at Your address on the Storage – New Customer Form (or Change of Details Form or Storage – Change of Owner – New Customer Form, as the case may be) directing You to remove the Vehicle and the Vehicle Contents within a further 28 days (and pay to STORAGE SPACE OPERATOR any Charges due) failing which STORAGE SPACE OPERATOR will sell the Vehicle and the Vehicle Contents as provided for in clause 9.6.
- 9.8 STORAGE SPACE OPERATOR will sell the Vehicle and the Vehicle Contents by the best method reasonably available to achieve the best selling price reasonably obtainable on the open market, taking into account the costs of sale. If the Vehicle and the Vehicle Contents cannot reasonably and economically be sold (for any reason whatsoever), or they remain unsold despite STORAGE SPACE OPERATOR efforts, You authorise STORAGE SPACE OPERATOR to treat them as abandoned by You and to destroy or otherwise dispose of them and You agree to pay the Disposal Costs.
- 10. Liability and Insurance**
- 10.1 You warrant to STORAGE SPACE OPERATOR that prior to bringing the Vehicle and the Vehicle Contents onto the Site, you have insured them on an "all risks" basis under a valid contract of insurance with a reputable insurance company (or have signed a Waiver Letter) and will not cause or allow that insurance cover to lapse whilst the Vehicle and the Vehicle Contents remain on the Site. Evidence of such insurance should be provided to STORAGE SPACE OPERATOR:
- (a) annually, by 31 January (or in the case of a new customer, within 14 days of the Vehicle arriving on the Pitch);
 - (b) in the event of any change of details of the Vehicle resulting in a change to your insurance policy;
 - (c) upon expiry and renewal of such insurance.
- 10.2 Nothing in this Agreement shall affect Your statutory rights, and nothing shall exclude or limit or purport to exclude or limit STORAGE SPACE OPERATOR liability for:
- (a) death or personal injury caused by its negligence; or
 - (b) fraudulent misrepresentation; or
 - (c) any limitation or exclusion prohibited by law.
- 10.3 Subject to clause 10.2, STORAGE SPACE OPERATOR shall not be responsible for any loss of or damage to Your Vehicle or Your Vehicle Contents as a result of a breach of this Agreement unless such loss or damage is as a result of STORAGE SPACE OPERATOR negligence or wilful default. For each incident or series of associated incidences, such liability shall be limited in to the lesser of (i) £1000; and (ii) Your actual excess or deductible for the insurance policy specified in clause 10.1. If any of STORAGE SPACE OPERATOR Charges are not paid on the due date for payment, then until such payment is made, STORAGE SPACE OPERATOR is relieved of any liability howsoever arising (including due to STORAGE SPACE OPERATOR negligence and wilful default) and the Vehicle and/or Vehicle Contents are stored entirely at Your risk.
- 10.4 Save as set out in this Agreement, STORAGE SPACE OPERATOR shall not be liable whether in tort (including negligence or breach of statutory duty) contract, misrepresentation or otherwise for any damage to or loss or destruction of the Vehicle and/or the Vehicle Contents (whether caused by negligence or otherwise) including without limitation, where the provisions of clause 5.3 and 9 apply.
- 10.5 STORAGE SPACE OPERATOR maximum aggregate liability for all other liability (other than that specified in clause 10.3), in respect of any breach or termination of this Agreement or breach of any other obligation arising out of or in connection with this Agreement or its performance or any failure or delay in performance of this Agreement (whether caused by negligence or otherwise in each instance), shall be limited to the Charges You have paid to STORAGE SPACE OPERATOR in the calendar year in which the liability arises.
- 11. General**
- 11.1 Every provision in this Agreement is severable and distinct from every other provision.

- 11.2 Any modification, variation, amendment or addition to this Agreement must be in writing and signed by a duly authorised representative of each of the parties.
- 11.3 This Agreement is personal to You and You may not assign, licence, charge or otherwise purport to grant rights over or transfer the benefit of any of Your rights under this Agreement unless specifically agreed by STORAGE SPACE OPERATOR. Where You are two or more persons, You shall be jointly and severally liable for Your respective obligations and liabilities arising under this Agreement.
- 11.4 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.
- 11.5 notice given under this Agreement must be in writing and may be served by personal delivery or by registered post. Notices to You will be sent to the address as stated on the Storage – New Customer Form, Change of Details Form. Notices to STORAGE SPACE OPERATOR must be sent to the company's registered address. Any notice will be served at the time of personal delivery or 48 hours after it has been placed in the post.
- 11.6 This Agreement comprises the entire agreement between the parties and supersedes and extinguishes any previous agreement, undertaking, representation, warranty or arrangement between the parties and any representations or statements whether made orally or written elsewhere are hereby excluded provided always that this clause shall not exclude or limit any liability or any right which any party may have in respect of pre-contractual statements made or given fraudulently.
- 11.7 This Agreement shall be governed, construed and take effect in accordance with English Law and shall be subject to the exclusive jurisdiction of the English Courts in respect of any matter arising under or in connection with this Agreement.