**CONDITIONS OF AGREEMENT**

1. Subject to initial and subsequent payments of the Monthly Rental, the Bailee accepts temporary custody of the Vehicle for the Storage Period.
2. The Bailor of the Vehicle parts temporarily with the Vehicle for the Storage Period and agrees to pay the Monthly Rental.
3. The Bailor must insure the Vehicle and keep it insured during the Storage Period. Current insurance cover to be verified at inception and each subsequent renewal of storage.
4. The Caravan must be secured as per the conditions of the insurance policy in respect of the stored Vehicle.
5. All personal effects and valuables must be removed from the Vehicle, and the windows and door to remain locked during the period on site. Any items left in the Vehicle are left at the Bailor’s risk. The Bailor is reminded that many insurance policies may not cover possessions in the Vehicle.
6. By entering into this agreement, the Bailor warrants that he/she has both ownership and legal title in the Vehicle.
7. In order to comply with **The Regulatory Reform (Fire Safety) Order 2005** all gas bottles are to be switched off / removed when the Vehicle is on site. No other noxious, hazardous or explosive substances or preparations are allowed on site.
8. Access to the site is per the Access Hours, access at any other time by prior arrangement with the Bailee. Prior notice must be given prior to collection of the Vehicle.
9. The Bailor acknowledges and agrees that all entry and exit movements may be logged and that the storage facility may be covered by CCTV, some of which is recorded and stored.
10. The Vehicle is to be parked correctly within the allocated plot, or left secure in the collection/delivery area.
11. The Vehicle and the allocated plot area must be kept tidy and no litter left behind.
12. The Bailor shall not permit any other party to use the storage space allocated to the Bailor.
13. The agreement does not permit the stationing of an alternative or replacement vehicle.
14. Vehicles should be kept clean, mechanically sound, and in good condition.
15. No trading is permitted from the site, and the Vehicle must not be offered or advertised for sale while on site.
16. The Vehicle must not be inhabited during the Storage Period.
17. No major repairs to the Vehicle to be carried out on site (minor repairs may be carried out with the permission of the Bailee).
18. The Monthly Rental is payable in accordance with the Payment Terms. The Bailee reserves the right to increase the Monthly Rental at any time and shall give the Bailor not less than one months’ notice of an increase following which the new value shall be the Monthly Rental
19. This agreement shall terminate:
	1. At any time by one party giving one months’ written notice of termination to the other party;
	2. immediately, without notice, should either party become the subject of voluntary or involuntary rehabilitation or liquidation 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 composition with its creditors or otherwise acknowledge its insolvency;
	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 Bailor shall be considered to be in material breach in circumstances including, but not limited to, if it fails to make payment of the Monthly Rental.
20. Where the Bailor terminates the contract prior to the end of the agreed Storage Period, the Bailee will be entitled to charge for reasonable administration costs resulting from the termination.
21. In the event the monthly Rent is overdue and, following notice pursuant to clause 19 (c), the Bailor does not remove the Vehicle from the site, legal action may be taken to sell the Vehicle via **The Torts Interference with Goods Act 1977.** The outstanding arrears will be deducted from the proceeds of the sale, as will any reasonable costs incurred. The remaining balance will be retained to await collection. The Bailee will seek to obtain the best price available based on current market values, and notify the Bailor of the date and place of sale.
22. The Bailee excludes all liability caused by vermin infestation**,** a recognised vermin control regime is in place and is monitored regularly.
23. In the performance of this agreement the Bailee will at all times act with due diligence in providing a fit and proper place for the storage of the Vehicle.
24. Staff are not held liable for any damage to the Vehicle or its contents as a result of towing or the movement of the Vehicle unless due to the proven negligence of staff.
25. Should the Bailor damage a third party’s Vehicle or property then he/she is required to report the matter immediately to the Bailee.
26. Periodic checks may be made on the identity of all Vehicles stored on the site.
27. The Bailee reserves the right to refuse any Vehicle that is not clean, mechanically sound and in good condition.
28. The Bailee reserves the right to ask the Bailor to remove their Vehicle from the site if they do not abide by these terms and conditions.
29. The Bailor recognises that the Bailee does not have a facility to dispose of unwanted caravans and as such incur commercial disposal charges. If the Bailor fails to remove the Vehicle on or before termination of the agreement, the Bailor will incur a £500 disposal fee in addition to any other amounts due. The Bailee, at his discretion, is authorised to sell the Vehicle and its contents in such manner as he sees fit and deduct from the proceeds of the sale the £500 disposal fee and any other amount due to the Bailee under this agreement or otherwise. At his option or in the event that the sale of the Vehicle does not cover the disposal fee and any other amount due the Bailee shall use all legal avenues to recover both the disposal fee and any other amount due.
30. No unauthorised access is allowed to any person other than the Bailor of the Vehicle stored in the compound. Bailor identification will be required.
31. The Bailee excludes all liability for loss or damage caused by other vehicle owners and their vehicles on the site.
32. Where it appears that a Vehicle has been brought onto the storage site for the purpose of abandoning it, the Bailee may arrange disposal of the Vehicle via the provisions of **Refuse Disposal (Amenity) Act 1978** as amended and any costs incurred will be recovered from the person who brought the Vehicle onto the storage site.
33. Should the Vehicle be damaged whilst on site the Bailor is requested to immediately inform the Bailee, the police and the Bailor’s insurers. In cases where the Bailor considers that they have a claim against the Bailee then he/she is required to provide written details to the Bailee within 72 hours of the Bailor becoming aware of the claim.
34. No variation to this agreement shall be valid unless it is in writing and signed by each of the parties.
35. 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.
36. 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.
37. Neither party shall assign, subcontract or otherwise transfer any of their rights or obligations under this agreement.
38. 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.

Whilst the Bailee does their utmost to provide security for the Vehicle stored with them, it is impossible to completely eliminate the risk of theft or damage.