

## Agreement to store a touring caravan

### Part I Park Owner (referred to as "we/us/our" throughout this Agreement)

<b>Business name:</b>	Cote Ghyll Caravan Park Ltd		
<b>Address:</b>	Osmotherley, Northallerton, DL6 3AH		
<b>Contact:</b>	Jonathan and Helen Hill		
<b>Telephone:</b>	01609 883425	<b>Email:</b>	hills@coteghyll.com

### Park or storage location details

Cote Ghyll Caravan Park Ltd Osmotherley Northallerton DL6 3AH Tel 01609 883425 Email hills@coteghyll.com	
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### Caravan Owner (referred to as "you/your" throughout this Agreement)

<b>Name(s):</b>			
<b>Address:</b>			
<b>Telephone:</b>			
<b>Mobile:</b>		<b>Email:</b>	

### Caravan details

<b>Make:</b>		<b>Model type:</b>	
<b>Serial or Identification number:</b>		<b>Length:</b>	
<b>Insurance policy renewal date:</b>		<b>Name of insurance company:</b>	
<b>Policy number:</b>		<b>Vehicle Reg</b>	

Whilst in storage or transit, your caravan must be insured against loss or damage. The movement and storage of caravans by Cote Ghyll Caravan Park Ltd is done entirely at the owner's risk. No liability for damage or loss, howsoever caused, will be accepted by Cote Ghyll Caravan Park Ltd.

### Storage Period

<b>Starts:</b>  (Date – dd/mm/yyyy) The date from which we will store the Caravan.	<b>Ends:</b>  (Date – dd/mm/yyyy – or N/A) The date when our agreement to store the Caravan ends (to be completed only if the parties have agreed a fixed Storage Period).
Once the Storage Period has expired, you must arrange with us for the Caravan to be removed from our storage unless you and we enter into a new agreement. Neither you nor we have to enter into a new agreement.	

### Storage price

	£	
<b>Agreed storage price per period as a single payment</b> (including VAT where charged)		(Start date – End date)

<b>OR</b>		
<b>Agreed storage price as a weekly payment</b> (including VAT where charged)		<b>Every week</b>  <i>(start date)</i>
<b>Agreed storage price as a monthly payment</b> (including VAT where charged)		<b>Every month</b>  <i>(start date)</i>

### Personal data

Any personal data you give to us will be processed in accordance with the law and our privacy policy. Our privacy policy can be seen at [www.coteghyll.com/privacy-policy](http://www.coteghyll.com/privacy-policy)

You must keep to the terms and conditions of this email that are set out below.

## Part II Terms and conditions of this Agreement

### 1 Meaning of expressions used in this Agreement and interpretation

- 1.1 **"Storage Period"** means the period for which this Agreement lasts. Part I gives some further details.
- 1.2 **"Caravan"** means the caravan described in Part I.
- 1.3 **"Park Rules"** means the rules of conduct and practice issued by us from time to time and applicable to the use of the Caravan and other facilities at the Park. A copy of the Park Rules in force at the date of this Agreement is attached.
- 1.4 **"Site Licence"** means the caravan Site Licence applicable to the Park issued to us by the local authority under Section 3 of the Caravan Sites and Control of Development Act 1960 (or in the case of Northern Ireland under Section 3 of the Caravans (Northern Ireland) Act 1963) and other relevant statutes.
- 1.5 **"We/our/us"** means the Park Owner described in Part I.
- 1.6 **"You/your"** means the Caravan Owner(s) described in Part I. Where there is more than one person described as the Caravan Owner in this Agreement, each is fully responsible for the obligations under this Agreement.
- 1.7 References to taxes and laws are references to them as extended, amended or replaced from time to time.

### 2 Our obligations to you

- 2.1 **We allow you throughout the Storage Period to keep the Caravan in storage with us**, provided you comply with your obligations in this Agreement.
- 2.2 **We will take all reasonable precautions to protect the Caravan from loss or damage** while in storage or transit but shall not be liable for loss or damage howsoever caused.
- 2.3 **Subject to clause 2.4 we will allow you and anyone else with your prior written authority bearing your original signature to remove the Caravan from storage (and subsequently to return it)**. You must give us reasonable notice and must comply with our reasonable procedures and requirements.
- 2.4 **You must pay all charges then due to us under the Agreement before removing the Caravan from storage.**
- 2.5 **We will not allow anyone else to remove the Caravan from storage unless the law requires us to do so.**
- 2.6 **We will insure our storage service against usual third-party risks** to a minimum of £2,000,000 per claim.

### 3 Your obligations to us

You agree that you will:

- 3.1 **Keep to the terms of this Agreement and any Park Rules which are relevant when you are storing your Caravan.**
- 3.2 **Be responsible for properly securing the Caravan when delivering or siting it** as provided for by the manufacturer, and to immobilise the Caravan against theft.
- 3.3 **Not keep any explosive or other inflammable substance or material in the Caravan**, with the exception that up to a maximum of two gas cylinders of a proprietary brand and suitable for use with the Caravan may be left,

disconnected, inside the Caravan. Should any such substances or materials be discovered, they may be removed from the Caravan. If they are unsafe you agree that we may dispose of them immediately. In other cases we may dispose of them on 14 days' written notice to you. You agree that you shall not be entitled to any compensation resulting from this action.

- 3.4 **Pay the charges due** to us on the days set out in Part I. Payment is due to us by any of the payment means authorised by Part I of this Agreement.
- 3.5 **Pay to us interest** at 3% per annum over the published base rate of Barclays Bank plc from time to time (in Northern Ireland, the Ulster Bank) on any undisputed sums overdue from the due date to the date we actually receive such amounts from you, both before and after any judgment that we may obtain against you.
- 3.6 **Insure the Caravan at your own expense** against standard property damage insurable perils (including loss) and public liability. The sum insured for these liabilities shall not be less than £2,000,000.
- 3.7 **You agree to provide proof of insurance by providing us with a copy of your insurance details at the start of this Agreement** and again during it if we reasonably require.
- 3.8 **To keep the Caravan in a good state of repair and condition** both visually and structurally and so as to retain its mobility, and in a safe, habitable state including the repair and maintenance of all installations and appliances and undertaking and/or commissioning all relevant periodic safety checks. We may ask you to remove the Caravan from our storage to carry out any work or checks.
- 3.9 **Not to do or fail to do anything which might put us in breach of any condition of the Site Licence**
- 3.10 To comply with all statutory requirements (including any relevant planning permissions) in relation to the Caravan and its installations and furnishings.
- 3.11 **To permit us to move the Caravan from our storage area to the Park**, via the public highway, un-securing and re-securing as necessary.
- 3.12 **To act in a courteous and considerate manner** towards us, our staff and anyone visiting, using or working on the Caravan and/or our storage area and the Park including other customers.
- 3.13 **Not to keep or use any unlawful property or drugs** at the Caravan or on the Park.

#### **4 Termination of the Agreement**

The Agreement may come to an end in any of the following ways:

- 4.1 Because the Storage Period has come to an end.
- 4.2 By you losing ownership of the Caravan.
- 4.3 By us terminating it because you have broken your obligations under this Agreement.
- 4.4 By either of us giving notice to the other of our wish to end it.
- 4.5 We or you are entitled to bring this Agreement to an end by giving you/us not less than one month's notice at any time.

#### **5 The consequences of termination of the Agreement**

- 5.1 You will arrange with us for the immediate removal of the Caravan and all other property of yours from our storage.
- 5.2 If following termination of this Agreement you fail to arrange the removal of the Caravan, we are entitled to remove it ourselves after giving you not less than 14 days' notice in writing of our intention to do so. If the Caravan is not capable of selling for a sum sufficient to cover the costs of removal and sale, then you authorise us to dispose of the Caravan as we see fit and you will repay to us the costs we incur (acting reasonably) in the removal and disposal of the Caravan.
- 5.3 Otherwise we may, on not less than one month's written notice to you, sell the Caravan at the best price reasonably achievable in the circumstances.

- 5.4 We may charge you reasonable storage fees from the date this Agreement ends until the date the Caravan is removed from the Park.
- 5.5 Where we sell the Caravan, we will account to you for the sale proceeds we receive less (a) our reasonable costs of storage under clause 7.4, (b) our reasonable costs of removal and disposal or sale and (c) any other undisputed sum due from you to us.
- 5.6 We will repay to you any charges which you have paid us for a period after the Agreement has ended on a pro rate basis, less any sums properly due to us.
- 5.7 We have the right to retain the Caravan until you have paid any undisputed sum due to us on termination of this Agreement.

**6 Park Rules**

- 6.1 You must comply with any Park Rules which are relevant to our storage service.
- 6.2 It may be necessary or desirable to change the Park Rules from time to time. Changes will be published around the Park and on [www.coteghyll.com](http://www.coteghyll.com)

**7 Keys**

- 7.1 We may hold a key to your Caravan.
- 7.2 We may use the key for any purpose you authorise, for example to carry out agreed repairs, and to gain access if this is necessary to move the Caravan into, out of or around storage.
- 7.3 We may also use the key in an emergency, such as an immediate concern for the health and safety of any person, to carry out urgent repairs or preventative work, or to check and secure the Caravan if it appears to be insecure.
- 7.4 We will take reasonable care of your key and when accessing the Caravan.

**8 Complaints and disputes**

- 8.1 We are confident you will be happy with our service. If you have any complaint, we encourage you to discuss it with us. Please refer to Jon or Helen Hill, by email on [hills@coteghyll.com](mailto:hills@coteghyll.com) or telephone 01609 883425.

**9 Communications**

We agree that any letters or other communications between us shall be sent to the address appearing in Part I unless we have told you or you have told us of another address to be used instead. Letters and other communications will not be addressed to you at the Caravan.

**SIGNATURES**

<p><b>This is a legally binding Agreement. Before you sign, you should read each page carefully and initial against it to confirm your understanding and acceptance. You will be bound by the Agreement once you sign below, so you should only do so if you fully understand and agree to its terms and conditions.</b></p> <p><b>Please ask us before you sign:</b></p> <ul style="list-style-type: none"> <li>• If you do not fully understand any term;</li> <li>• If you believe that you have agreed a term with us which is not recorded in this Agreement.</li> </ul>	
<b>PARK OWNER (or representative):</b>	<b>CARAVAN OWNER(S) (all owners must sign):</b>
<i>(Signature)</i>	<i>(Signature/s)</i>
<i>(Name)</i>	<i>(Name/s)</i>
<b>DATE OF AGREEMENT:</b> <i>(Date – dd/mm/yyyy)</i>	