



Penistone Caravan & Self Storage - License Agreement

Tel: 07900 576 493 / www.penistoneselfstorage.co.uk

Licensee / Vehicle Owner

Tel:

Address:

Email:

Start Date:

Scheduled End Date:

Date On 1 Months Notice is Given:

Caravan / Motor home

Length:

Number Plate:

Make & Model:

Serial / Chassis Number:

Year of Manufacture

Value:

Is the vehicle subject to a finance or hire purchase agreement

Yes / No

Finance Copy Agreement Reference Number:

Tracking device fitted

Yes / No

Subscription Renewal Date:

Wheel Clamp

Yes / No

Hitch Lock

Yes / No

Alarm

Yes / No

Are any Lithium batteries stored within the vehicle

Yes / No

Fob No:

Plot No:

Penistone Self Storage Ltd

Starting Bank:

Initial Payment calculated for the remainder of this month: £

Account Number: 48308261

Monthly licence fee payable on the first of every month: £

Sort Code: 60-83-71

Annual Fee Due Upfront non Refundable: £

Returnable Deposit:

Deposit Holding Account Details:

Key Fob Deposit: £

Penistone Self Storage Deposits:

Parking Plot Deposit: £

Account Number 28589463

Total To Pay Now: £

Sort Code: 04-00-03

I understand less than 1 months notice to vacation will result in deduction from the deposit.

I understand that storage of goods at the facility is entirely at my own risk.

I agree to all terms and conditions of the License Agreement.

Signed:

Date:

CONDITIONS OF AGREEMENT

Definitions

1. In this agreement the following words and phrases will have the meanings set out below, unless the context requires otherwise:

“Agreement” means the Cover Sheet, Conditions of Agreement and any appendices, schedules and exhibits as may be attached hereto, which together forms the Agreement.

“Site operator” or “Us” or “We” means the person or persons or organization that owns and/or manages or operates a site intended for the storage of caravans.

“Vehicle owner” or “You” or “Your” means the person or persons that own or have permission to drive the caravan or vehicle permitted to be stored on the site by the Site operator, as specified in the Cover Sheet.

“The Site” means the site intended for the storage of caravans.

“Storage Period” means the period during which the Site operator permits the Vehicle owner to store the Vehicle on the Site, as specified in the Cover Sheet.

“Access Hours” means such hours as the Site operator permits Vehicle owners to access the Site as specified in the Cover Sheet.

“Rental Fee” 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 (in each case as amended, updated or re-enacted (as applicable) from time to time) including, without limitation:

- (i) the Data Protection Act 2018;
- (ii) the UK GDPR (as defined in section 3 of the Data Protection Act 2018);
- (iii) the Privacy and Electronic Communications (EC Directive) Regulations; and
- (iv) any applicable and binding guidance or codes of practice issued or approved by the UK Information Commissioner’s Office or any other supervisory authority having jurisdiction from time to time.

General Terms

2. Subject to payment of the Rental Fee, the Site Operator accepts temporary custody of the Vehicle for the Storage Period.
3. You will part temporarily with the Vehicle for the Storage Period and agree to pay the Rental Fee.

4. The Rental Fee is payable in accordance with the Payment Terms. The Site operator may increase the Rental Fee at any time and shall give the You not less than one month's notice of an increase following which the new value shall be the Rental Fee.
5. If all or part of Rental Fee is not received by the Site operator on the payment date in accordance with Payment Terms, the Site operator will have the right, in addition to any statutory rights available to it, to suspend the access to the Site until such time the payment is made by You.
6. You must insure the Vehicle and keep it insured during the Storage Period and You will provide evidence of insurance upon request by Us.
7. 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. You are reminded that many insurance policies may not cover possessions in the Vehicle.
8. By entering into this agreement, You warrant that You have both ownership and legal title in the Vehicle.
9. Periodic checks on the identity of all Vehicles on Site may be made by the Site operator.
10. 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. In their normal state, devices or other products containing lithium ion batteries, when used and maintained in accordance with manufacturers instructions, are not considered to present a noxious, hazardous or explosive risk.
11. Access to the Site shall be permitted by the Site operator during the Access Hours. Access to the Site at any other time is to be by prior arrangement with the Site operator. The Site operator may require a proof of identity from You or any other person accessing the Site at any time, and refuse access to the Site to any person who is unable to produce a satisfactory proof.
12. You will give the Site operator reasonable notice of Your intention to permanently remove the Vehicle from the Site.
13. You acknowledge and agree 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.
14. The Vehicle is to be parked correctly within the allocated plot or left secure in the collection/delivery area.
15. The Vehicle and the allocated plot area must be kept tidy and no litter left behind.
16. You shall not permit any other party to use the storage space allocated to the Vehicle owner.
17. You must use reasonable care on the Site and inform the Site operator of any damage or defect immediately.
18. This agreement does not permit the stationing of an alternative or replacement vehicle on the Site, except where a car is left in place of a motorhome, unless agreed in advance and confirmed in writing. Where an electric car is left in place of a motorhome, You are required to notify the Site operator.
19. The Vehicle is to be kept clean, mechanically sound, and in good condition whilst on the Site.
20. The Site operator reserves the right to refuse entry or require removal of any Vehicle that is not clean, mechanically sound and in good condition.

21. No trading is permitted from the Site and the Vehicle must not be offered or advertised for sale while on the Site, unless otherwise agreed by the Site operator.
22. The Vehicle must not be inhabited during the Storage Period.
23. No unauthorised access is allowed to any person other than You unless otherwise agreed by the Site operator. You will be required to provide identification upon arrival at the Site.
24. 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 operator.
25. The Site operator reserves the right to ask You to remove Your Vehicle from the Site if You do not abide by these terms and conditions.
26. The Site operator shall at all times act with due diligence in providing a fit and proper place for the storage of the Vehicle.

Liability and Insurance

27. You will insure the Vehicle and keep it insured in accordance with clause 6 above.
28. The Site operator shall obtain and at all times keep in place appropriate liability insurance for the Site.
29. The Site operator 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 operator.
30. The Site operator shall not be liable for any items or contents left with the Vehicle. Any items left with the Vehicle are left at Your sole risk.
31. Should You, or any person brought onto the Site by the You cause damage to a third party's vehicle or property then he/she is required to report the matter immediately to the Site operator.
32. The Site operator shall not be held to be liable for damage or loss caused by vermin infestation.
33. The Site operator shall not be held to be liable for loss or damage caused by other vehicle owners and their vehicles on the Site.
34. Should the Vehicle suffer loss or damage whilst on Site, You must immediately inform the Site operator, 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 operator they must in addition provide written details to the Site operator as soon as possible and in any event within 72 hours of the Vehicle owner becoming aware of the claim.
35. Where it appears to the Site operator that a Vehicle has been brought onto the Site for the purpose of abandoning it, the Site operator may at its own election arrange for the disposal of the Vehicle and any costs incurred will be recovered from You and/or any person or persons who brought the Vehicle onto the Site
36. If the Vehicle suffers loss or damage whilst on the Site due to an event outside the Site operator's control, the Site operator will notify You as soon as possible after it has become aware of such loss or damage.
37. The Site operator shall not be responsible for losses You suffer caused by Site operator breaking this agreement if the loss is:

- Unexpected. It was not obvious that it would happen and nothing You said to the Site operator before the Site operator entered into this agreement meant the Site operator should have expected it (so, in the law, the loss was unforeseeable).
- Caused by a delaying event outside the Site operator's control. As long as the Site operator has taken the steps set out in clause 34.
- Avoidable. Something You could have avoided by taking reasonable action. For example, damage to Your Vehicle, the Vehicle's content or any other belongings brought by You to the Site, which You could have avoided by complying with the requirements of this agreement or following the Site operator's advice and instructions.

Termination

38. This agreement shall terminate:

38.1. 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;

38.2. 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;

38.3. 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 You shall be in material breach in circumstances including, but not limited to, any failure to pay all or part of the Rental Fee.

39. Where You terminate this agreement prior to the end of the agreed Storage Period, the Site operator will be entitled to charge for reasonable administration costs resulting from the termination.

Aggressive or Abusive Behaviour

40. The Site operator may restrict communication, involve police, or terminate the agreement if behaviour is abusive, threatening, discriminatory, or disruptive.

- stop communicating directly with You, and only communicate in writing through a letter sent by post, or via audio recording, and /or
- restrict communicating with You on a specific matter or topic, and/or
- in circumstances where the Site operator believes a crime may have been committed, refer the unacceptable behaviour or communication to the police, and /or
- terminate this agreement immediately by giving written notice to You.

For the purposes of this section, the aggressive or abusive behaviour includes but is not limited to:

- behaviour that is abusive or threatening,
- using offensive or insulting language,
- using aggressive or threatening behaviour or language,
- using racist, sexist or homophobic language or any other discriminatory language related to a diversity/protected characteristic or includes any other form of discrimination,
- refusing to cooperate, or clarify an issue or matter, despite our offers of help,
- attempting or threatening to disrupt the work of the Site.

Notice requiring Vehicle Owner to collect vehicle and intention to sell:

41. In the event the Rental Fee is overdue and following notice pursuant to clause 38.3 You fail 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 You 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 operator's intention to sell the vehicle and any goods and chattels stored with it.
42. Following sale of the vehicle in accordance with clause 41 above all sums due to the Site operator including all outstanding arrears and all reasonable costs incurred by the Site operator will be deducted from the proceeds of the sale and any remaining balance will be retained by the Site operator on account until collected by You at Your own expense.
43. Upon serving notice pursuant to clause 38.3 the Site operator shall be entitled to apply a daily rent calculated at 1/365th of the Rental Fee until such time as the Vehicle is collected or sold.
44. You recognise that the Site operator does not have a facility to dispose of unwanted vehicles and as such incur commercial disposal charges. If You fail to remove the Vehicle on or before termination of the agreement, You will incur a £500 disposal fee payable to the Site operator in addition to any other amounts due. The Site operator, at his discretion, is authorised to sell the Vehicle and its contents in such manner as the Site operator sees fit and deduct from the proceeds of the sale the £500 disposal fee and any other amount due to the Site operator under this agreement or otherwise. If the sale of the Vehicle does not cover the disposal fee and any other amount due to the Site operator You shall be liable to pay any balance due to the Site operator.
45. No variation to this agreement shall be valid unless it is in writing and signed by each of the parties. We reserve the right to modify this agreement without prior notice to you. Any variation to this agreement shall be notified to You in writing via the most recent email address provided to us by you. Your continued use of the Site will be considered as Your acceptance of and agreement to the amended terms.
46. 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.
47. 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.
48. Neither party shall assign, subcontract or otherwise transfer any of their rights or obligations under this agreement.
49. 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. Where the Site is domiciled in Scotland this agreement shall be governed by and construed in accordance with the laws of Scotland and the parties submit to the exclusive jurisdiction of the courts of Scotland.

Privacy and Data Protection

50. The Site operator is committed to protecting Your privacy in accordance with the Data Protection Legislation. This section provides a summary of the ways in which the Site operator (as Data Controller) process Your personal data, the categories of personal data that the Site operator collects, how the Site operator uses Your personal data and when it may disclose personal data to third parties. This section also describes Your rights regarding the personal data that the Site operator holds including how You can access, correct, and request for erasure of Your personal data.

51. For the purposes of this section, personal data means any information about an identifiable individual. To carry out our activities and obligations under this agreement, the Site operator may collect, store, and process the following categories of personal data:
- Personal contact details such as name, addresses, telephone numbers, and personal email addresses;
 - Bank details;
 - Relevant Vehicle details.
52. The Site operator processes Your personal data to provide storage for the Vehicle at the Site, handle enquiries and complaints, offer services, and to meet legal or regulatory obligations. The Site operator may disclose Your personal data to third parties who perform services on its behalf and as may be required by law. You have various rights, including to see a copy of the personal information held about You by the Site operator and to lodge a complaint with the relevant data protection authority. Your personal data will be retained for as long as necessary to fulfill the purposes it was collected for, except as otherwise permitted or required by applicable law or regulation.
53. It is important that the personal data the Site operator holds about You is accurate and current. You shall promptly inform the Site operator if Your personal data changes during the Storage Period. By law You may have the right to request access to, correct, and erase the personal data, or object to the processing of your personal data under certain circumstances. You may also have the right to request that the Site operator transfers Your personal data to another party. If You want to review, verify, correct, or request erasure of Your personal data, object to the processing of Your personal data, or request that a copy of Your personal data is transferred to another party, You should contact the Site operator in writing. Depending on the right You want to exercise, and the type of personal data involved, there may be legal reasons why the Site operator cannot meet the request.