



# EAST DEVON CARAVAN STORAGE

## STORAGE AGREEMENT

### Details of Unit Owner ("The Unit Owner")

Title  Mr & Mrs  Mr  Mrs  Miss  Other .....

Initials ..... Surname ..... (capitals)

Address .....

..... Postcode .....

Home Tel. .... Mobile .....

Email .....

Have you stored at E.D.C.S. before?  YES  NO - How did you hear about us?.....

### Details of Unit Stored ("The Unit")

Caravan  Motor Caravan  Boat  Other .....

Make / Model ..... Year of Manufacture.....

External shipping length (inc tow hitch)..... metres (Please note that storage charges vary depending on shipping length of unit)

Vehicle Reg. No. attached ..... CRiS No..... (caravans)

Noticeable features / defects on arrival .....

Hitch lock (plus key) is supplied to be fitted to the caravan (please note that we do not allow wheel clamps)  
 Other keys supplied

### Unit Insurance

Insurance Provider ..... Unit and contents insured value £ .....

Policy no. .... Expiry date .....

### Proof of Owner I.D. & Address

Please provide one of below for verification;

Current passport  
 Photo driving licence

Plus one of below;

Unit insurance document  
 Recent utility bill, council tax bill,  
bank statement.

### Initial Period of Storage and Payment ("Initial Storage Period")

Start Date .....

Initial Storage payment £ ..... Period .....

Gate Key deposit £ .....

Other charges £ .....

Total £ ..... (Cheque / Card / Cash)

Received & checked by

(Signed by EDCS) .....

Date .....

### Owner Declaration

I hereby agree to the terms and conditions contained within this agreement. (This signature may be required to authenticate any permission to remove the unit from storage by persons other than the owner.)

Signed (Unit Owner) .....

Date .....

# EDCS STORAGE TERMS & CONDITIONS

## 1 CHARGES & AGREEMENT PERIOD

- a. This agreement covers the storage of the **Unit** detailed overleaf at East Devon Caravan Storage '**E.D.C.S.**' for the **Initial Storage Period** specified and any further extensions. Any changes in details provided by the **Unit Owner** (overleaf) must be notified to E.D.C.S. without undue delay. By entering into this agreement, the Unit Owner warrants that he/she has both ownership and legal title in the Unit
- b. Current charges for storage and other services are as published on the EDCS website - www.edcs.co.uk. Charges are revised periodically. Any alteration in storage charges will not affect individual Unit Owners until their next renewal becomes due and will not be retrospective.
- c. **All payments for storage must be made in advance for the period required.** Renewal reminders will be issued near the expiry date.
- d. There is no refund of storage fees whilst away on holiday with the unit.
- e. Payment of all charges incurred in the storage, towing or services related to the Unit must have been cleared before the Unit is removed from E.D.C.S.. E.D.C.S. retains a lien on the Unit for any unpaid accounts. E.D.C.S. reserve the right to revise storage fees at any time but will not apply these to Unit owners until the expiry of their current paid Storage Period.

## 2 INSURANCE & LIABILITY

- a. All Units are stored at the Owners risk and are not insured by E.D.C.S. E.D.C.S. will at all times act with due diligence to protect the Unit from loss or damage while in storage or whilst being towed by E.D.C.S. staff, but shall not be liable for loss or damage which occurs except as the result of a breach of an obligation on their part. The Unit Owner undertakes, at his/her own expense, to keep the Unit and contents insured and the Unit secured to the level they require. It is the responsibility of the Unit Owner to inform E.D.C.S., if a security device is required to be fitted to the Unit.
- b. All personal effects and valuables must be removed from the caravan and windows and doors to remain locked during the period on site.
- c. E.D.C.S. excludes all liability caused by vermin infestation, a vermin control regime is in place and is monitored regularly.
- d. The Unit Owner shall not do or suffer or permit to be done any act or thing which shall or may render any increased or extra premiums payable for E.D.C.S. third party insurance or which may make void or voidable any policy of such insurance.
- e. The Unit Owner undertakes to indemnify E.D.C.S. and keep E.D.C.S. indemnified from and against all actions proceedings and claims by third parties in respect of any loss or damage or liability or injury caused by or arising out of any wilful neglect or default of the Unit Owner and any other person authorised by the Unit Owner.

## 3 OTHER TERMS

- a. In order to comply with The Regulatory Reform (Fire Safety) Order 2005, no explosive or other inflammable substance or material may remain in the Unit whilst the Unit is in storage, with the exception that up to a maximum of two gas cylinders of a proprietary brand and suitable for use with the Unit may be left, **disconnected**, inside the Unit over the storage period if it is not reasonably practicable to remove them. No other noxious, hazardous or explosive substances or preparations are allowed on site. Should any such substances or materials be discovered, they may be disposed of as E.D.C.S. feels fit, and the Unit Owner shall not be entitled to any compensation resulting from this action.
- b. All owners are responsible for ensuring that their units are kept clean and tidy and mechanically sound. Units must be checked at least annually by the owner. Where applicable, chassis, tyres, towing hitches, brakes, towing lights, safety chains, jockey wheel clamps and winders must be serviced and kept in safe working order. If the proprietors of E.D.C.S. consider any of the afore mentioned points to be in need of repair the owners will be warned. If after warning the owner fails to repair the offending item(s) within 28 days they will be asked to remove their Unit from storage.
- c. All owners are required to give 24 hrs prior notice if they wish to remove or visit their Unit. E.D.C.S. will not permit access to or the removal of the Unit from E.D.C.S. by anyone other than the Unit Owner, except on the prior written authority of the Owner to a person carrying such written authority, and bearing the original signature of the Unit Owner.
- d. No major repairs to the Unit are to be carried out on site. Minor repairs may be carried out with the permission of E.D.C.S.
- e. No trading is permitted on the site and Units must not be offered or advertised for sale while on site without the permission of E.D.C.S.
- f. For security reasons it is not permitted for owners to enter storage areas without prior permission. Under no circumstances must owners venture onto the farm part of the premises, or leave children or dogs unattended. Dogs must be kept on a lead at all times.
- g. Any gate key issued to the Unit Owner, to access the storage area, remains the property of E.D.C.S. at all times. The key must be returned on termination of the storage arrangements and any key deposit owed to the Unit Owner will be refunded by E.D.C.S.
- h. Periodic checks may be made on the identity of all Units stored on the site.

## 4 TERMINATION

- a. This Agreement may be terminated by the Unit Owner by giving to E.D.C.S. not less than 48 hours notice and paying to E.D.C.S. all sums due up to and including the expiry of the period of notice. Where termination takes place before the end of the paid Storage Period, E.D.C.S. are entitled to retain a sum of 15% of the balance outstanding for the remainder of the Storage Period to cover administration and the loss of storage fees until the space is re-let. This will be calculated in the following manner:

$$\frac{\text{Last storage payment amount } \pounds}{\text{Length of last storage period in weeks}} \times \text{number of weeks of the storage period unexpired.} \quad \text{The balance of any fees shall be refunded to the Unit Owner.}$$

- b. In the event of storage fees being overdue E.D.C.S. may retain possession (lien) until the arrears are settled in full or otherwise discharged. E.D.C.S. will undertake to notify possession by recorded delivery.
- c. In the event of negative response to possession, legal action may be taken to sell the Unit 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 proprietor will seek to obtain the best price available based on current market values and notify the owner of the date and place of sale.
- d. Notices shall be served upon the parties at the address given overleaf or such other address in the United Kingdom as may be notified in writing for the purpose.