

W.E. LOVE & SON
ST LEONARDS FARM, WEST MOORS, FERNDOWN,
DORSET, BH22 0AQ Tel: 01202 872637
www.stleonardsfarmpark.com

Storage Licence Agreement – June 2017

Name of Owner:

Address:

Telephone Home:

Mobile:

Email:

Term: From _____ to _____ /ongoing. A
minimum one year Term shall apply.

Caravan/Motorhome (referred to as the Unit in this Agreement)

Details: Make/Reg.No.....

Occupancy Charges: means the standard Tariff as applicable from time to time.

Licence Fee: £650 payable per year. **£325 minimum paid on commencement of agreement.**

This Agreement relates to storage only and the Occupancy Charges are payable in addition if you use the Unit on site.

Terms & Conditions:

During the Term of this Agreement the Touring Van / Motorhome (the unit) must be kept in such location as directed by W.E. Love and Son.

1. During the open season the Unit must be moved if requested by W. E. Love & Son. If not moved at W. E. Love & Son's reasonable request W. E. Love & Son reserves the right to move the Unit to another space for which the owner will be charged £25.00
2. W.E. Love & Son reserve the right to move the Unit if necessary to avoid interference with farm/holiday park operations and activity. The Owner must provide a key for W.E. Love & Son to any tow bar locking or security device to enable the easy movement of the unit. Any key so provided will be kept at the reception office and will not be passed to any third parties without your agreement save for the emergency services or any law enforcement or other government agency.
3. The Owner may have access to check and maintain the unit with 36 hours notice.
4. When unoccupied the Unit must be returned to the storage area.
5. The Unit is for immediate family use only. No subletting is permitted. All fees and charges must be paid for on arrival in accordance with the occupancy charges tariff shown in the relevant storage price list. Reception must be informed of your arrival and departure and also when the unit is removed or returned to storage. The Unit must be regularly cleaned and kept in good condition.
6. The Unit is left at caravan owner's risk. W.E. Love & Son are not liable for any damage or loss howsoever caused.
7. The owner must insure the Unit.

8. This Agreement shall run for the Term from the Start Date above until terminated according to the provisions of this agreement.
9. At the end of the Term a new Agreement may be agreed between the parties.
10. The Owner or W.E. Love & Son may end this Agreement by giving 30 days notice in writing. If W.E. Love & Son terminate the agreement for a non breach related matter a refund for any unused period less a 30 day notice fee will be made. If W.E. Love & Son terminate the agreement for a breach of terms and conditions then no refund will be given and the balance will be treated as liquidated damages for the breach. If the Owner terminates the Agreement they will **not** be entitled to a refund for any money paid in advance that represents any unused period. Any refunds due in accordance with this Agreement shall be less any monies due to W.E. Love & Son for towing/moving the unit as set out in clause 1 above. .
11. W.E. Love & Son reserve the right to bring this agreement to an end for any breach of the terms of the Agreement or to comply with any order by a local or national authority in the manner set out in clause 10 above or immediately in the case of a material breach by the Owner.
12. The Unit owner must give W.E. Love & Son 36 hours notice when wishing to remove the Unit stored in the storage area. The Unit can only be removed by prior arrangement during this period and all payments must be up to date. The Owner is reminded that should sufficient notice not be given or received than there is no guarantee that you will be able to access the Caravan if you arrive on site.
13. This Agreement is personal to the parties as signed below and may not be transferred or assigned to another party.
14. All notices given pursuant to this Agreement must be in writing and will be deemed served two days after posting. Service by email is not accepted.
15. The Owner must inform W.E. Love & Son of any change of address and supply full contact details. If the Owner does not provide W. E. Love & Son with their up to date contact details or fails to notify W. E. Love & Son of any change of address then any notice or correspondence served in connection with his Agreement shall be validly served at the last address notified to W. E. Love & Son in writing.
16. The Owner must comply with the terms and conditions and the Park Rules which may be varied by W.E. Love & Son from time to time which form part of the terms of the Agreement a copy of which are provided on signing this Agreement and which are available from the office or reception or our website.
17. If the Owner shall fail to remove the Unit after the Agreement has come to end W.E. Love & Son shall be authorised to sell the Unit and to deduct from the proceeds of sale any amount owing to W.E. Love & Son under this Agreement or otherwise together with the expenses incurred in the removal and sale of the same, including all reasonable and properly incurred direct and inhouse costs and third party costs such as (but not limited to) professional, contractor, advertising costs and legal fees. W.E. Love and Son will give the Owner 30 days written notice before invoking the provisions of this clause and shall not be liable in any way to the Owner in exercising their rights under this Agreement. For the purposes of this clause the Owner warrants that there is no outstanding finance on the unit and no third party interest in it and that the Owner has full unencumbered title to the unit.
18. No third party under the Contracts (Rights of Third Parties) Act 1999 shall have any rights under this agreement.
19. Should any one clause or term of this Agreement be deemed unenforceable then the remainder of this Agreement shall remain in full force and effect.
20. All prices hereunder shall be subject to review from time to time.

I/We agree to pay the annual Licence Fee of £650 payable in **advance** for keeping the Unit at the above address subject to the terms of this Agreement as set out above and also the Occupancy Charges if applicable for using the Unit on the Park.

[_____]: Signed:.....Date.....
(Owner)

W.E. Love & Son: Signed:.....Date.....