

Payment

It is the CARAVAN OWNER'S responsibility to ensure that payment or cleared funds are provided **in advance** of the 1st day of each week (Saturday, mid-day) concerned.

Cash payments can be handed into the farm house or posted through the farmhouse letterbox,

Direct debit, standing orders and cheque payments are acceptable, but must be provided in such good time that cleared funds are available *before* the due payment date.

Receipt

A receipt / rent book will be provided which shows on a week by week basis how long the fee paid is valid for.

Discounts

When periodic payments or annual renewals are made, discount rates (listed in our Tariff grid overleaf) will be applied when payments are made in advance.

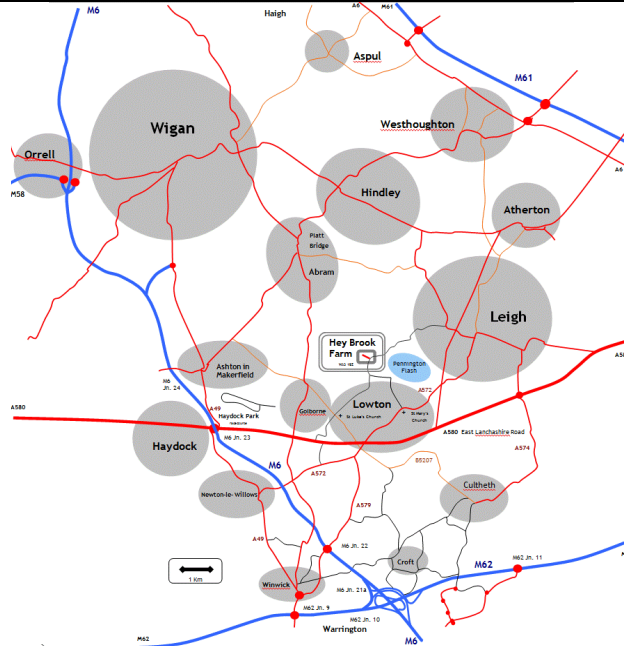
Discounts are not available for or on date or late payment.

Insurance

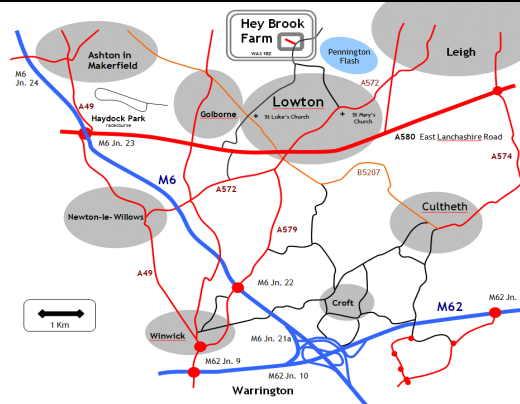
All caravans MUST be insured by the Owner of the vehicle stored here.

- Secure Caravan Storage
- Safe and quiet rural location
- Owners on site
- Accessible hard standing caravan storage areas
- Convenient Location

How to find us



Hey Brook Farm is conveniently located off the A580 and near to the M6 and M62 motorways



01942 604441
0794 0035 068
www.heybrookfarm.co.uk

Hey Brook Farm



VEHICLE, CARAVAN & MOTORHOME STORAGE

2017-18 Tariff



Lightshaw Croft,
LOWTON
near Warrington
Greater Manchester
WA3 1BS

Telephone

Between 8am – 9am
5pm – 8pm only

01942 604441
0794 0035 068
www.heybrookfarm.co.uk
e-mail heybrookfarm@gmail.com

Initial personal contact details and vehicle details

Initial storage rate or renewal / instalment received after due date			
	Up to 22ft 6" (6.9m)	22ft 6" (6.9m) to 26ft 6" (8.0m)	Longer than 26ft 6" (8.0m)
12 months <small>(52 weeks)</small>	£290	£310	£370
6 months <small>(26 weeks)</small>	£160	£175	£205
3 months <small>(12 weeks)</small>	£90	£100	£110
1 month <small>(4 weeks)</small>	£35	£40	£45

On-time, (discounted) payment rates			
12 months <small>(52 weeks)</small>	£260	£280	£340
6 months <small>(26 weeks)</small>	£145	£160	£190
3 months <small>(12 weeks)</small>	£80	£90	£100
1 month <small>(4 weeks)</small>	£30	£35	£40

WEEKLY STORAGE	£10	£12	£15
Storage beginning anytime during the year, paid in full, in advance, to date or periodically & before removing the vehicle			

DAILY STORAGE	£5	£5.50	£6
Storage beginning anytime during the year, paid in full, in advance, to date or periodically & before removing the vehicle			
<small>1/03/2017 E&OE</small>			

Horsebox / trailer storage

Charged at the year-round **weekly** rate of £7.50 / £9.00 / 5.00
3.5 tonne / 7.5 tonne / 2 horse trailerbox

Customer Collection / Return

Prices quoted are each way. Min 24 hrs notice required.

All storage and other fees must be paid in advance

All fees are calculated on a weekly or daily basis

Insurance

The Operator (of Hey Brook Farm) is not liable for any loss, damage or injury how so ever caused.

It is the owner's responsibility to insure the caravan/ motorhome against all normal perils under a valid contract of insurance with a reputable insurance company for their replacement value.

All vehicles must be insured by the owner before they can be moved on to Hey Brook Farm.

Notes

Personal Contact details

Name

Address

Postcode:

Telephone

Email

Vehicle, Caravan or Motorhome details

Registration on

Caravan/ motorhome

Registrations of any cars coming on site

Make & Model

Length

Proposed Arrival Date _____

Pitch Number

This folded leaflet is for information and reserving a storage pitch only.

The information you disclose will be used to reserve a pitch only. You must also fully complete the storage contract in full.

For office use :	[Tick]	Reference number
Deposit paid	<input type="checkbox"/>	_____ / _____ / _____
Signed by [Owner]	<input type="checkbox"/>	year / month / day
Date :	.....	Initials :



CONTRACT & CONDITIONS FOR CARAVAN, MOTORHOME, HORSEBOX, TRAILERBOX, TRAILER & STORAGE SERVICES
Self access usage agreement
Full Terms & Conditions

This contract must be returned to the Proprietor of Hey Brook Farm, signed and completed before arriving on the caravan & storage yard, or within 48 hours maximum, if not, you will be asked to leave with immediate effect.

Please note : **These Terms & Conditions form the main conditions.**
Other and additional conditions will be either posted on site or notified in writing on our website.

* All disclaimers are in effect whilst you, your associates, your horse and your property are on the yard during this time. *

Conditions for storage for a caravan, motorhome, vehicle or other property :

Terms and Conditions of Booking

A copy of our standard terms of contract is set out below. Making a booking constitutes your agreement to these terms and conditions. Where local conditions demand, any additional clauses may be attached to this agreement and will be deemed to be part of this agreement.

TERMS OF CONTRACT

OPERATOR & CUSTOMER

1. Hey Brook Farm Caravan Park and Vehicle Storage is operated as part of Hey Brook Farm by Leigh Travis, Hey Brook Farm, Lightshaw Croft, Lowton, Near Warrington, Greater Manchester, WA3 1BS. (hereafter referred to as 'The Operator'). This agreement is made between
 - 1.1. the **Operator**; and
 - 1.2. [Name]
 [address]

Customer telephone number
 (hereafter referred to as 'the **Customer**').

- 1.3 During the term of this Agreement the customer agrees to adhere to the Rules, Terms and Conditions and to pay the relevant Storage fees in accordance with the tariff, which is reviewed and published annually.
2. The Site and the designated Storage Facility are those part(s) of the Operator's premises at Hey Brook Farm, Lowton, Greater Manchester, WA3 1BS designated by the Operator for the use of and/or storage of a caravan/motor home, any other vehicular unit, storage item or property (the Vehicle).
- 2.1 The Vehicle or stored property must be the sole property of the customer, either outright or subject to a purchase agreement with a Bank or Finance House. Such proof or ownership will be offered to Hey Brook Farm. We do not normally accept caravans into Storage that are wider than 2.30 metres such as twin axle Burstner, Knaus, Tabbert, Hobbies and other similar vans.
- 2.2 Customers must make bookings for their own Vehicles; we will not accept bookings made by friends and family unless we have written authorisation. The Operator cannot guarantee storage customers a pitch at busy times, therefore early booking is recommended. Pitches are allocated at our discretion and normal site booking conditions apply.
3. The Operator agrees and permits that during the subsistence of this Licence to allow the Customer named above to park/keep in the Storage Facility situated at Hey Brook Farm, a Vehicle (the property of the Customer), for the purposes of storage only and not for habitation, recreation, or commercial activity of any kind.

..... [number of] Vehicle(s) in/on a place as directed by The Operator, specifically allocated part of the Site ('the Allocated Area'), as specified in the Schedule for a minimum period of (not less than) (twelve) months (unless otherwise stated here or in writing), from[date] until [date] ('the Expiry Date') subject to the conditions set out below.

4. For this service the Customer will pay the Operator the sum of £ per day / months / year *(please circle)*

as laid out in Schedule 1 (see below).. Payment may be made in full on commencement of the agreement, by Standing Order (by agreement), in 1 payment separated by 52 weeks, 2 payments separated by 26 weeks, 4 payments separated by 12 weeks, monthly payments separated by 4 weeks, weekly or as agreed with the Operator (See Schedule 1).

- 4.1 Storage fees are non-refundable and are for the period specified in Section 1 at the rate specified hereon in Schedule 1 and may be altered by us by written notice.

- 4.2. All renewal fees must be received a minimum of 14 days before the existing period of Storage (term) expires.

The Operator reserves the right to charge a surcharge of £10.00 per month, added to any outstanding Storage fees from the due date and in addition charge reoccurring monthly interest at the rate of 10% to any outstanding accounts of 3 months or more

- 4.3. Change of Vehicle, Revised storage agreements due to a change of vehicle may incur a **£15.00** administration fee.

- 4.4 The fee paid will determine the Period of Agreement (e.g. 52 weeks, 26 weeks, 12 weeks, 4 weeks, weekly) and the Type of Agreement (e.g. Stored or Sited (when available)).

Payment is due before the start date of each Storage/Sited Period (term).

Please may we stress that we cannot guarantee specific pitches.

Where towing is required, The Vehicle Owner is liable for all towing fees and any unpaid site or towing fees incurred by other persons using their van.

5. This Licence is personal to the Customer and cannot be assigned nor the benefit passed on by the Customer to any other person, firm or company without our written agreement and may be subject to a fee of **£75.00**.

- 5.1 This booking is a contract with the owner of the Vehicle. If there is a change of ownership during the season the Vehicle must be removed from the park.

- 5.2 Any Storage customer's Vehicle being sold to a third party may not automatically be accepted back into Storage. Management may wish to assess the age and condition before making a decision. Any caravan reaching 15 years of age from new will be assessed for its suitability for continued occupation of the Storage facility. The Operator's management's decision will be final.

- 5.3 If a unit is being collected by a third party ie. for repairs or sale, written authority must be given beforehand to The Operator.

24 hours notice must be given prior to collection of a unit, otherwise The Operator cannot guarantee a member of staff will be available on site

6 The Allocated Area and its use

The Allocated Area may be used for storing the caravan(s)/motorhomes or other types of vehicle only and no other purpose. In particular, and without limiting the generality of the foregoing the stored caravans must remain unoccupied.

Use of the site

- 6.1 Once you are issued a space please stay in it at the same location and angle unless arranged with us.

If you have problems accessing your spaces please contact us.

7 Vehicle unit condition storage conditions, maintenance and site safety

Vehicle Condition

- 7.1 Poorly serviced and untidy looking vehicles may not be accepted into Storage. All vehicles stored must remain roadworthy and be kept in an acceptable condition at all times, both structurally and decoratively. All Vehicles must be serviced and washed at least once a year.
[Hitch-locks can often get forgotten so please make sure they are checked regularly.]
- 7.2 In the event of non-compliance of clause 7.1, the Operator may give the Customer 8 weeks' notice to either bring the condition of the Vehicle to the required standard or to remove the Vehicle from the Operator's land.
- 7.3 We ask you not to display advertising material in or on your Vehicle.
- 7.4 The Customer must get the Park Owners agreement before putting up a "for sale" notice on the van. Any viewings must be arranged after discussion and agreement with the Operator.

Storage Conditions

- 7.5 Fitting of wheel-clamps is the responsibility of the owner.
[Alko Secure type wheel-clamps are permissible, but customers are responsible for towing and moving their own Vehicles when they are fitted.]

Under normal circumstances, The Operator will not hold keys for, or tow a Vehicle with a wheel-clamp fitted. (Please discuss with the Operator any other specific requirements). In the event of any damage to a Vehicle resulting from a wheel-clamp being fitted, The Operator **WILL NOT be held liable.**

- 7.6 No filling or emptying of gas bottles, tanks or toilets or Vehicle washing or cleaning may be undertaken without the specific prior permission of the Operator.

Maintenance

- 7.7 Minor repairs may be conducted with the prior permission of the Operator.
No major repairs to Vehicles are to be carried out on site or in the storage compound.

Site Safety

- 7.8 For **FIRE SAFETY** reasons, wherever possible, remove all gas bottles and batteries. No other noxious, dangerous, hazardous, or explosive materials are permitted on site. Whenever left installed in a secure unit, all gas bottles must be disconnected, where the unit is left, so access is possible, all **gas bottles must be turned off** and batteries must be disconnected before going into storage.

8. Parking, use, access, security, safety of children

Access

- 8.1 Having given at least 24 hours' notice, if collecting/ returning your caravan late at night or early in the morning please contact us to let us know your intentions before you remove your caravan.

Parking

- 8.2 All Vehicles are to be parked correctly within their Allocated Area(s), or left secure in the collection/delivery area.

[All windows and doors to be closed and secure while the unit is in storage]

[Once you are issued a space please stay in it at the same location and angle unless arranged with us. If you have problems accessing your spaces please contact us.]

The Vehicle Owner is responsible for properly securing the Vehicle as provided for / by the manufacturer, and to immobilise the caravan against theft by use of any or all proprietary anti-theft measures.

- 8.3 To avoid damage to corner steadies through misuse, corner steadies must not be used for levelling the caravan, as they are not load bearing. We advise the use of blocks to avoid over-winding.

No liability shall be accepted if you the Customer leaves the Steadies down and damaged is caused.

Customers who leave their Steadies down will be subject to a **£5.00 charge**.

- 8.4 All Vehicles and the allocated pitch or storage site must be kept tidy and no litter left behind.

[Please refrain from leaving items such as bricks, steps etc. outside the caravans / on site as this makes it very hard to mow and can cause considerable damage to our equipment. Any damage caused will be billed to you.]

- 8.5 All property of the Vehicle Owner must be stored inside the caravan or in a single storage box located in a position agreed by the Park Owner.

- 8.6 No other item may be left on the pitch or storage site when not in use (including boats and trailers).

- 8.7 In the case of sited Vehicles, whilst unoccupied: awnings must be taken down and electric leads must be disconnected.

A fee of £40 shall be charged if site staff attend an awning while you are not staying on the park.

Use of the site and stored vehicle or property

- 8.8 Vehicles must not be inhabited during the storage period, corner steadies must raise at all times.
- 8.9 When using the doors and compartments of your caravan please be aware of the vehicles or units next to you.
- 8.10 Users of the Vehicle Park must also comply with our camping code of conduct. A Vehicle Owner shall not use or permit the caravan to be used for purposes other than for holiday use. All permitted users must be registered with reception.
- 8.11 No trading is permitted from The Site. Vehicles must not be offered or advertised for sale whilst on The Site without our written agreement;
- 8.12 No construction of any kind may be erected on the pitch and Vehicles or other items may not be offered for sale from the pitch without the written consent of the Park Owners.
- 8.13 The customer will undertake to display a conventional 'Ministry of Transport' type registration plate on the back of the caravan.
- 8.14 Nothing in this Agreement shall be construed as giving the customer exclusive possession of the site on which the caravan may from time to time be placed or as creating any tenancy between the customer and The Operator. The Operator, reserves the right to, as considered necessary, move the customers' Vehicle to another site within the Storage area.
- 8.15 To protect customers' Vehicles, Management reserve the right to close the storage field to the public when bad weather has made driving conditions hazardous. The Operator will continue to tow Vehicles and current charges will apply.
- 8.16 Use of the storage yard facilities and any gates and/or barriers are used at the Customer's own risk.
- 8.15.1 The gate must be fully open with any warning light(s) [where fitted] off before entry or exit.
- 8.15.2 Children must be supervised at all times and kept clear of any installed automatic gates and barriers.
- 8.15.3 Children are not allowed to operate any automatic equipment.
- 8.15.4 Access times are between 8:00 & 20:00 except by special arrangement

Access

- 8.17 Access to the site is as per published times. **A minimum 24 hours' notice is required for access to and from the site, 72 hours' notice for Saturday, Sunday & Bank Holidays;** Customers who fail to give notice will be subject to a **£15.00 charge**.
- 8.18 If collecting/ returning your caravan late at night or early in the morning please contact us to let us know your intentions before you remove your caravan.

Collection and use on a caravan pitch

8.19 In the case of stored caravans:

8.19.1 The Operator will not permit the removal of the Vehicle from The Operator by anyone other than the Vehicle Owner except on the prior written authority of the Owner to a person carrying such written authority, and bearing the original signature of the Customer (& Vehicle Owner if different).

8.19.2 **A minimum of 24 hours notice is required for any Vehicle movement** (e.g. in and out of the compound).

8.19.3 On departure caravan **legs must be wound up** and reception advised accordingly.

8.19.4 All pitches must be vacated by **11 am**. unless a Late Departure (6pm) has been agreed and paid for. (Not available during peak season).

8.19.5 There is a minimum charge of **2 nights** at the rate applicable for caravans coming out of storage and going on a pitch.

8.19.6 If the Vehicle is pulled out of the compound but is not staying on the park, a **£20 tow out fee** may apply.

8.19.7 Specific pitches can be requested but **cannot** be guaranteed.

Security

8.20 The access gate padlock number is issued to the Vehicle owner only & as such is to remain in their possession at all times and is to be reported immediately if lost or stolen.

[**Do not give any gate lock code to anyone else as this affects your security.**]

8.21 Never let anyone else in with your padlock number.

8.22 Always use your padlock number to access the storage area, don't follow someone else in.

8.23 Upon leaving storage (termination or end of contract) any security equipment issued must be returned.

Safety of children

8.24 Please remember there are vehicles, machinery and horses on site at all times.

We are also located next to a water course.

Children should not play on their own and should be with adults at all times.

9 Insurance, damage, indemnity

The Operator is not liable for any loss, damage or injury how so ever caused.

It is the owner's responsibility to insure the caravan/ motorhome against all normal perils under a valid contract of insurance with a reputable insurance company for their replacement value.

All vehicles must be insured by the owner before they can be moved on to Hey Brook Farm.

Insurance, damage to the site & repairs

- 9.1 Vehicles in storage and their contents must be insured at all times;
All Vehicles and their contents are left entirely at your risk. The Operator cannot and does not accept any responsibility for damage, theft or injury, howsoever caused;
- 9.2 All stored caravans and/or motor homes (the "Vehicle") must be secured in accordance with the conditions of the owner's insurance policy.
- 9.3 The Customer will be liable to any damage you cause to our or other people's property. Repairs are charged at full cost for materials and transportation plus labour charged out at **£15.00 per hour**.
- 9.4 Whilst we shall act at all times with due diligence in providing secure storage within the limits of the layout of the storage area;

Storage of the Customer's caravan(s) is at the Customer's risk and the Operator is not to be responsible for loss or damage of any caravan or contents or for death or injury or damages to persons or property arising from the storage of the caravans specified in the Schedule however caused.

[It is the owner's responsibility to insure the caravan/ motorhome against all normal perils under a valid contract of insurance with a reputable insurance company for their replacement value.]

- 9.5 The Operator shall be under no obligation to supervise the Storage facility or to take any steps whatsoever to protect the caravan or the contents thereof against such loss or damage.
- 9.6 The Operator excludes any liability caused by vermin infestation, nor for loss or damage caused by any other means beyond or outside the duty of due diligence.

A recognised vermin control regime is in place and monitored regularly

Indemnity

Moreover, the Customer must:

- 9.7 Indemnify the Operator against all actions, proceedings, costs, claims and liabilities arising from the storage of the Vehicle in the Allocated Area; and
- 9.8 Insure against such liability, with a reputable insurer to the amount of at least
£ _____ [amount] against fire and other usual risks and third party liability.

[The customer must certify to the Operator that the Vehicle is subject to such an insurance policy, such that is a minimum of Third Party Liability and this insurance policy will remain valid during the period of the Agreement.]

- 9.9 If the Operator is required to tow the customers' Vehicle, this will be done at the customers' risk and on their own insurance. The Operator will accept no responsibility for any loss or damage to a Vehicle hitch-lock, hitch-lock cover or key, or any damage incurred through modifications i.e. motor movers. In the event of an accident resulting in serious damage to the Vehicle, our contribution to repair costs may (at our discretion), be a contribution towards the insurance excess figure but will not exceed £100.00 under any circumstances.
- 9.10 For the avoidance of doubt, the Operator shall not have any liability to the Customer for any of the following whatsoever or howsoever caused or arising:
- 9.10.1 loss of profit, loss of use, goodwill or, business interruption;
- 9.10.2 indirect, consequential or special loss or damage.
- 9.10.3 any liability arising from vermin infestation. However a recognised vermin control regime is in place and will be maintained and monitored regularly by the Operator.
- 9.11 Neither party excludes or limits liability to the other party for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation nor where liability cannot be excluded or limited as a matter of law (e.g. breach of any obligations implied by Section 12 of the Sale of Goods Act 1979 (as amended), Section 2 of the Supply of Goods and Services Act 1982 nor for damage caused by defective products within the meaning of the Consumer Protection Act 1987 Part 1)

10 Force Majeure

If the Operator is prevented from providing its obligations by reason of a Force Majeure Event or equipment failure then the Operator shall have no liability to the Customer in respect of the delay or failure to perform its obligations.

- 10.1 If the Operator is likely to be affected by a Force Majeure Event it shall give notice in writing to the Customer.
- 10.2 If the Force Majeure Event continues for a continuous period in excess of one (1) Month either party shall be entitled to give notice in writing to the other to end the arrangements between the parties under these Conditions.

'Force Majeure Event' means an act beyond the reasonable control of the Operator, including, but not be limited to, war, threat of war, riots, civil commotion, act of God, government, terrorist activities, strikes or other industrial action, accident, technical problems with equipment, technical problems with transportation, natural disaster, storm, flood, fire.

11 Duties or Taxes

All sums payable under this agreement, unless otherwise stated, are exclusive of any other duties or taxes. Any other duties or taxes payable in respect of such sums are to be payable in addition to them.

12 Payments

Vehicle and / or property owners must comply with the payment dates set out in the schedule.

Any sums being due under the agreement between The Owner and The Operator, payment is required in cleared funds within 14 days of request in writing.

Payment of all charges incurred in the storage/siting of the Vehicle must have been cleared before the Vehicle is removed from the storage area or pitch and The Operators retain a **lien**¹ on the Vehicle and any stored property for any unpaid accounts.

If pitch/storage fees remain unpaid then the pitch/space will be re-allocated.

Late payment (1 to 39 days late)

In the event of payment of cleared funds are not made available to the Operator on the due date, the Operator reserves the right to charge the Owner :-

- a) A late payment administration fee of £20
- b) Increase the amount owing by £1 per day or part day thereafter
- c) Charge interest @ 7%
- d) Charge for Letters sent at the rate of £25.00 fee per letter.

Additionally, on each occasion any cheque is dishonoured the **Customer / Owner** will be charged a further £15 administrative fee.

Furthermore, by overdue / default of payment, until the arrears are settled in full, the Customer authorises the Operator to :-

- To refuse you access to the Vehicle, goods, property or site
- To enter the stored Vehicle and inspect and remove the contents / goods to another unit or location
- To retain possession, withhold and /or ultimately dispose of some or all of the goods

¹ **Liens :** A lien is a right to retain possession of another's property pending the discharge of indebtedness. A lien often arises where a service has been performed but not paid for, e.g. a garage retaining possession of a car until the repair bill is paid or a solicitor retaining documents until his account has been paid.

Failure to pay

By default of payment you authorise us :-

- To refuse you access to the goods or site
- To enter the unit and inspect and remove the goods to another unit or site
- To hold onto and /or ultimately dispose of some or all of the goods
- Terminate the agreement

In the event that your debt is not paid or upon termination of this agreement you fail to collect your Vehicle, property or goods within 14 days the Customer will then be Sent a letter by recorded delivery to the address given over leaf informing you that you have 14 days to remove these goods from the Operator's property. If this is not done the Operator will have a *lien* over the goods for your debt until payment of your debt in full has been received.

The Operator reserves the right to dispose of/sell on the items if they are not collected to cover debts owed and to prevent further rental charges as we will presume them abandoned. Any costs incurred (see Schedule 1) in disposing of your goods will be added to your debt

In the event of a negative response to possession, legal action may be taken to sell the unit via The Torts Interference with Goods Act 1977. Outstanding arrears plus costs will be deducted from the proceeds.

Failure to pay (over 40 days), Failure to collect property, Retention and sale of property

If any part of the Licence Fee or other payments by the Customer provided for in this Licence shall be unpaid for 40 days after becoming payable, (whether lawfully demanded or not), or if the Customer shall become bankrupt or enter into any composition or arrangement with his creditors, or (being a company) shall enter into liquidation whether compulsory or voluntary, it shall be lawful for the Operator to enter the Allocated Area or any part thereof and levy distress on any of the Customer's goods in such Space, to dispose of such goods and fixtures in due course of law and to apply the proceeds from such distress in or towards payment of the Licence Fee or other payments which may be in arrears and all costs charges and expenses incurred in the exercise of such distress and disposal of the goods.

13 Termination of agreement

13.1 This Licence is to determine:

- 12.1.1 If the Customer fails to keep any of the above terms; and
- 12.1.2 upon the Expiry Date unless the Licence term is extended as hereafter provided.

13.2 This Licence may be extended to continue after the Expiry Date by agreement in writing between the parties. If so extended the Licence will determine upon the expiration of one month's written notice expiring at any time which may be served by either party on the other.

13.3 Upon the determination of the Licence in accordance with the provisions of either clause 10 or 11 the Customer must remove the caravan(s) from the Site and this Licence will determine without prejudice to any rights the Operator may have against the Customer for breach of the terms of this Licence or otherwise.

13.4 The Operator reserves the right to refuse a customer requiring Storage for a Vehicle or to terminate this Storage Agreement without explanation.

The Storage Agreement may be terminated:

- 13.4.1 At the request of the Operator.
- 13.4.2 by The Operator if this agreement is not adhered to by the Owner.
- 13.4.3 by the customer removing the Vehicle from the Operator's property following payment of all fees due.
(With the exception of pre-arranged temporary removal.)

Notice

13.5 Either party may terminate the Agreement as outlined in clause 13.4 and items 13.4.1, 13.4.2. and 13.4.3.

13.5.1 If termination if made at the request of the operator, four (4) weeks written notice will be normally given.

13.5.2 **If the storage space is no longer required, not less than four (4) weeks' notice of termination of the Agreement must be given by the Customer.**
Failure to give this notice period will incur a £50.00 fee.

13.5.3 In the case that the Customer shall be in breach of the terms of this Agreement the Operator shall be entitled to give the Vehicle Owner 42 days notice in writing of termination of this Agreement and upon the expiration of the said period the Agreement shall be terminated.

13.5.4 **In the case of the Customer found to commit a serious breach of any term of this agreement, the Operator reserves the right to terminate the contract by written notice, with immediate effect and with no liability to the Operator.**

Refund

13.6 If the Agreement is terminated during a period in which the Storage fee has been paid in advance, The Operator shall not be liable to make any refund to the customer.

Refunds of any other kind will only be made in accordance with the conditions described in Schedule 1.

Vehicle Removal, sale and disposal

13.7 The Operator retains the rights to sell, remove or dispose of the stored vehicle, its contents or stored property in a manner the Operator sees fit:

- a. if after 3 months (90 days) from the renewal date full payment has not been received
- b. if the Customer fails to remove the Vehicle on or before the termination or expiry of the Agreement.
- c. upon giving the customer 28 days notice to remove their property from the Owner's property

The stored vehicle, its contents or stored property will be offered for sale and The Operator will deduct the following:

- i. any costs of sale including but not limited to, costs incurred in advertising, a reasonable sum in respect of time spent in arranging the sale, any servicing costs and commission payable to an agent instructed to sell the Vehicle on The Operator's behalf and any legal costs incurred.
- ii. Any sum due from the customer to The Operator for Storage under this Agreement.
- iii. **A surcharge of £10.00 per month on the outstanding fees.**

In these circumstances, The Operator shall give notice of possession in writing by recorded delivery to the address over leaf and in the event that payment is not received within one month of possession, legal action may be taken including taking reasonable steps to sell the Vehicle at the best price then available based on current market values with deductions as described above being taken in recompense.

14 General

- 14.1 Where under any of these Conditions notice is required to be given by either party to the other such Conditions shall be satisfied by a written notice signed by an officer of the relevant party and transmitted either by post, telex or facsimile to the currently published Terms of contract
- 14.2 If any wording in any provision of these Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such wording shall be severed from these Conditions, and the remainder of that provision and the other remaining provisions hereof shall continue in full force and effect as if these Conditions had been executed with the invalid, illegal or unenforceable wording eliminated.
- 14.3 No variation of these Conditions (or to any contract made pursuant to these Conditions) shall be binding upon the parties unless the same shall be in writing duly signed by an authorised representative of The Owner and the Customer on its behalf and such variation shall be particular to the circumstances mentioned by such writing and shall not be regarded as a general variation.
- 14.4 The failure of a party to insist upon strict performance of any provision of these Conditions (or to any contract made pursuant to these Conditions), or the failure of either party to exercise any right or remedy to which it is entitled hereunder, shall not constitute a waiver thereof and shall not cause a diminution of the obligations established by these Conditions (or to any contract made pursuant to these Conditions).
- 14.5 Subject to the specific limitation set out in these Conditions, no remedy conferred by any provision of these Conditions is intended to be exclusive of any other remedy except as expressly provided for in these Conditions and each and every remedy shall be cumulative and shall be in addition to every other remedy given thereunder under existing law or in equity by statute or otherwise.
- 14.6 **A secure number plate must be attached to the unit or displayed securely in the window for identification purposes.**
- When necessary, Vehicles will be issued with an I.D. number which must be affixed to the van and made visible.*
- 14.7 All hitch locks, wheel locks, jockey wheels and brakes must be kept in good working order; if not then we will not be able to site them on the campsite for you.
- 14.8 Any changes of address, telephone number and email address must be notified to The Operator as soon as possible.

15. Rules and condition changes

From time to time, changes to conditions are necessary. The Operator reserves the right to update or change these Terms and Conditions at any time. Any such changes shall be notified to the Customer without undue delay via the notices posted on the Operator's website www.heybrookfarm.co.uk and/or in the Vehicle compound. All changes will take effect immediately.

16. DATA PROTECTION ACT

16.1 Storage customers' names and addresses will be stored on computer for administration and for the purpose of future mailing distributions by The Operator.

16.2 Please be aware that entry and exit times may be logged and that CCTV images may be recorded and stored.

17 Agreement

In signing the Agreement the Vehicle Owner agrees to the above terms and conditions contained within this Agreement.

This Agreement;

I/We confirm that I/we have read and understood and will adhere to the terms and conditions of this Agreement.

Signed on behalf of the Operator

Signed the Customer

Print name

Date

20th April 2018, E&OE

Schedule 1

Payment details

2018 Tariff

	<i>Initial storage rate or renewal / instalment received after due date</i>			<i>On-time, (discounted) payment rates</i>		
	Up to 22ft 6" (6.9m)	22ft 6" (6.9m) to 26ft 6" (8.0m)	Supersize	Up to 22ft 6" (6.9m)	22ft 6" (6.9m) to 26ft 6" (8.0m)	Supersize
12 months (52 weeks)	£290	£310	£370	£260	£280	£340
6 months (26 weeks)	£160	£175	£205	£145	£160	£190
3 months (12 weeks)	£90	£100	£110	£80	£90	£100
1 month (4 weeks)	£35	£40	£45	£30	£35	£40
WEEKLY STORAGE	Storage beginning <i>anytime during the year, paid in full, in advance, to date or periodically & before removing the vehicle</i>			£10	£12	£15
DAILY STORAGE	Storage beginning <i>anytime during the year, paid in full, in advance, to date or periodically & before removing the vehicle</i>			£5.00	£5.50	£6.00

12 months = 52 weeks, 6 months = 26 weeks, 3 months = 12 weeks, 1 month = 4 weeks

01/03/2017 E&OE

Trailer / Horsebox storage

Charged at the year-round **weekly** rate of trailer 3.5T 7.5T
 £5.00 / £7.50 / £9.50
 (dependent upon size)

All storage and other fees must be paid in advance.

Payment number	.....	Payment of : £	due date
Payment number	.....	Payment of : £	due date
Payment number	.....	Payment of : £	due date
Payment number	.....	Payment of : £	due date
Payment number	.....	Payment of : £	due date
Payment number	.....	Payment of : £	due date
Payment number	.....	Payment of : £	due date
Payment number	.....	Payment of : £	due date
Payment number	.....	Payment of : £	due date
Payment number	.....	Payment of : £	due date
Payment number	.....	Payment of : £	due date
Payment number	.....	Payment of : £	due date

Refunds : There is no provision for refund of any fee paid

Repairs All repair works of any kind will be charged at the rate of £15.00 per hour in addition to the cost of any materials.

Customer Collection / Return **Min 24 hrs notice required, with confirmation made within the 24 hour period immediately before collection / return.**

Where other payment regimes are agreed with the The Operator, the payments will be as follows:

Payment
Number

1	£ .....	+	.....	% = £ .....	due date	.....
2	£ .....	+	.....	% = £ .....	due date	.....
3	£ .....	+	.....	% = £ .....	due date	.....
4	£ .....	+	.....	% = £ .....	due date	.....
5	£ .....	+	.....	% = £ .....	due date	.....
6	£ .....	+	.....	% = £ .....	due date	.....
7	£ .....	+	.....	% = £ .....	due date	.....
8	£ .....	+	.....	% = £ .....	due date	.....
9	£ .....	+	.....	% = £ .....	due date	.....
10	£ .....	+	.....	% = £ .....	due date	.....
11	£ .....	+	.....	% = £ .....	due date	.....
12	£ .....	+	.....	% = £ .....	due date	.....



Hey Brook Farm Vehicle Storage Payment

It is the CARAVAN OWNER'S responsibility to ensure that payment or cleared funds are provided *in advance* of the 1st day of each week (Saturday, 6.00 pm) concerned.

CASH

Cash payments can be handed into the farm house or posted through the farmhouse letterbox,

but please ensure that the envelope has written on it your :-

- *full name*
- *pitch number*
- *date*

DIRECT DEBIT

Those paying by Direct Debit.

Can you please arrange for your payments to be paid into:

Bank	Halifax Bank
Sort Code	11-00-73
Account Number	11172066
Account Holder's Name	L C Travis

Reference CARAVAN XX (followed by your INITIALS)

CHEQUE

All cheques must be made payable to : L C Travis and must be provided in such good time that cleared funds are available *before* the due payment date.

STANDING ORDER

Standing orders may be used. Please use the *Reference* indicated above for these payments.

Intentionally left blank



Hey Brook Farm Vehicle Storage Introduction / induction / summary Sheet



We operate a small, quiet, peaceful, private vehicle storage yard, located very close to our home

We expect to always have a happy, pleasant, quiet, tidy yard



Boundary of Hey Brook Farm and vehicle storage yard at WA3 1BZ

The gates are locked with a 4 digit padlock.

The current code number is _____

Please contact us before you want access to your caravan : giving at least 24 hours' notice.

Whenever convenient, we like to add a second line of security by parking a vehicle in the path of the exit route for any caravan.

Our contact telephone number is : 01942 604441 / 0794 0035 068

We own a Mr Shifta machine to aid in moving your caravan.

Please let us know if you are going to need this machine so we can get it ready for you to use.

Intentionally left blank



Hey Brook Farm Vehicle Storage

01942 604441 / 0794 0035 068

PITCH NUMBER

Please display this sheet in one of your caravan's windows so it can be viewed from outside

Intentionally left blank