

Boat / Caravan / Vehicle Storage Agreement

Stewartby Water Sports Club. (Bailee)

The Clubhouse, Stewartby Lake, Green Lane, Stewartby, Bedford, MK43 9LY

Owner Details (Bailor)

Name: _____ Membership Number: _____
Address: _____
Home Tel No: _____ Mobile Tel No: _____
Email Address: _____

Boat / Caravan / Vehicle To Be Stored

Make: _____ Model: _____
CRiS / HIN No: _____
Year of Manufacture: _____ No of axles: _____
Length: _____ Width: _____
Approx. Value: _____ Vehicle Registration / Boat number: _____
Is the Vehicle subject to a finance or hire purchase agreement? YES / NO
Finance Company: _____
Name of Insurance Company: _____
Policy No: _____ Renewal Date: _____
Tracking device fitted YES / NO _____ Details: _____
Hitch lock YES / NO _____ Alarm? YES / NO _____

I/We hereby agree to the below terms and conditions in relation to the temporary custody of the identified goods (Boat / Caravan / Vehicle)

Signature..... (Stewartby Water Sports Club Ltd. – Bailee)

Date.....

I the undersigned hereby agree to arrange insurance cover

I understand that storage of my vehicle shall be undertaken at my own risk.

Signature..... (Boat / Caravan / Vehicle Owner – Bailor)

Date.....

Please scan / photograph this page and also a scan / photo of current insurance certificate and email both to Committee@StewartbySki.co.uk



CONDITIONS OF AGREEMENT

1. Subject to payment of the rental, the Bailee accepts temporary custody of the vehicle for the storage period.
2. The Bailor of the vehicle parts temporarily with the vehicle for the storage period and agrees to pay the Rental.
3. The Bailor of the vehicle is responsible for keeping the vehicle appropriately insured during the Storage Period. The Bailee accepts no liability for any damage or loss incurred whilst storing the vehicle (It is strongly recommended that the Bailee notifies his insurance company of the storage details)
4. The vehicle must be secured as per the conditions of the insurance policy in respect of the stored vehicle. All personal effects and valuables must be removed from the vehicle, and the windows and door to remain locked during the period on site. Any items left in the vehicle are left at the Bailor's risk. The Bailor is reminded that many insurance policies do not cover possessions in the vehicle.
6. By entering into this agreement, the Bailor warrants that he/she has both ownership and legal title in the vehicle. In the event that the vehicle is not owned by the Bailor the owner must have given authority to make this contract and has been made aware of the conditions therein.
7. In order to comply with The Regulatory Reform (Fire Safety) Order 2005 all gas bottles must be switched off and disconnected when the vehicle is on site. No other noxious, hazardous or explosive substances or preparations are allowed on site.
8. The Bailee must be and remain a member of Stewartby Water Sports Club throughout the period of storage and be provided with a gate pass allowing unlimited access to the site. In the event of their membership lapsing the gate pass must be returned and access to the vehicle will be by appointment only until such time as the storage term paid for is complete.
9. Please be aware that all entry and exit movements may be logged and that the storage facility is covered and monitored by CCTV, which is recorded and stored.
10. Storage spaces are not transferrable to third parties.
11. The agreement does not permit the stationing of an alternative or replacement vehicle, unless by prior arrangement with the Bailee.
12. Vehicles should be kept clean, regularly serviced, mechanically sound, and in good condition.
13. No trading is permitted from the site.
14. The vehicle must not be inhabited during the storage period.
16. No repairs or servicing to the vehicle to be carried out on site.
17. Rental is payable in accordance with the payment terms (within 14 days of the issuing date on the invoice). The Bailee reserves the right to charge an administration fee for late payments. The Bailee has the right to alter the rental by giving notice to the Bailor in accordance with clause 18. 19. The Bailee reserves the right to increase the rental and shall give the Bailor not less than one month notice of an increase following which the new value shall be the rental.
18. Where the Bailor terminates the contract prior to the end of the agreed storage period, the Bailee will be entitled to charge for reasonable administration costs resulting from the termination, and for the loss of rental until the plot is re-let. For the avoidance of doubt should the Bailee not be able to re-let the plot during the remaining storage period no refund shall be due to the Bailor. Deposits are non-refundable.
19. In the event of the rental being overdue the Bailee may retain possession (lien) of the Vehicle until the arrears are settled in full or otherwise discharged. The Bailee undertakes to notify possession by recorded delivery.
20. In the event of a negative response to possession, legal action may be taken to sell the vehicle 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 Bailee will seek to obtain the best price available based on current market values, and notify the Bailor of the date and place of sale.

21. The Bailee excludes all liability caused by Vermin Infestation, a recognised vermin control regime is in place and is monitored regularly.

22. In the performance of this agreement the Bailee will at all times act with due diligence in providing a fit and proper place for the storage of the vehicle.

23. The Bailee is not liable for any damage to the vehicle or its contents as a result of towing or the movement of the vehicle. In the event of damage to the vehicle whilst on the site, the liability lies with the Bailor and their insurance policy.

24. Should the Bailor damage a third party's vehicle or property then he/she is required to report the matter immediately to the Bailee.

25. The Bailee reserves the right to refuse any vehicle not deemed acceptable, or ask the Bailor to remove their vehicle from the site if they do not abide by these terms and conditions.

26. No unauthorised access is allowed to any person other than the Bailor of the vehicle stored in the compound, Bailor identification may be required. Periodic checks may be made on the identity of all vehicles stored on the site.

27. The Bailee excludes all liability for loss or damage where the means employed are in excess of the duty of due diligence. The Bailee will not be liable for loss, damage or failure to produce the vehicle if it is caused by any of the following circumstances: Fire, theft, events outside our reasonable control and wear and tear.

28. Where it appears that a vehicle has been brought onto the storage site for the purpose of abandoning it, the Bailee may arrange disposal of the vehicle via the provisions of Refuse Disposal (Amenity) Act 1978 as amended and any costs incurred will be recovered from the person who brought the vehicle onto the storage site.

29. Should the vehicle be damaged whilst on site the Bailor is requested immediately inform the Bailee and the vehicle owner's insurers. In cases where the Bailor considers that they have a claim against the Bailee then he/she is required to provide written details to the Bailee within 72 hours of the Bailor becoming aware of the claim.

30. Any changes to the details provided by the Bailor in this agreement to be notified to the Bailee without undue delay. Whilst the Bailee does their utmost to provide security for the vehicle stored with them, it is impossible to completely eliminate the risk of theft or damage.