

**AGREEMENT TO STORE A TOURING CARAVAN
AT TENCREEK HOLIDAY PARK – 2018/19**

This Licence Agreement is made between Dolphin Holidays, Tencreek Holiday Park on whose land the caravan is to be stored and the owner of the caravan.

Caravan Owners Name.....

Address.....

Post Code.....**Tel No**.....**Email**.....

Caravan Make & Model.....

Caravan Reg..... **Serial No**.....**Pitch No**.....

Name of Insurance Company.....

1. Nothing in this Agreement will reduce your statutory rights relating to faulty or misdescribed goods.

2. Our obligations under this Agreement are as follows:

To keep the Park insured against third party claims to a minimum value of £2m per claim

To provide the Services to the pitch on which the Caravan is sited. Continuity of electric and/or water supply is not guaranteed. Park cannot be held responsible for losses suffered.

3. Your obligations under this Agreement are as follows:

To pay the Pitch Fee including £125 credit balance to your electricity supply account.(Credit only usable against future fees)

To pay the Electric Supply fee generated by mid season invoice ensuring £125 credit balance remains

To ensure only one motor vehicle is parked on pitch- further vehicles to be left in car park only with permission.

To comply with the behaviour standards set out in clause 4 of these Terms and Conditions

To station and use the Caravan(not Roma style) only during the Season and not otherwise than for holiday and recreational purposes

To ensure that pitch and caravan is kept tidy-boards, slabs, fencing, sheds, large gas bottles etc are not acceptable

To allow park management discretion to repair, store, or remove and dispose storm debris and recharge costs accordingly.

To be solely responsible for any damage or injury caused to or by the caravan or its contents or its owners or occupants.

To be responsible for properly securing the caravan as provided by the manufacturer and to immobilise the caravan against theft by use of any or all proprietary anti-theft measures.

To keep roadworthiness and insure the Caravan and all motor cars using the Park as required if the same were used on a public road

To repair storm and any accidental damage which the Caravan suffers during the Season.

To indemnify Tencreek and keep Tencreek indemnified from and against all actions proceedings and claims by third parties in respect of any loss or damage or liability caused by or arising out of any neglect or default by you or any other person authorised by you.

To ensure all equipment internally and externally is of proprietary manufacture designed for touring caravans

To ensure all gas bottles are stored in a locked gas compartment

4. You agree to comply with the following behaviour standards:

Not to be a nuisance to other users of the Park or to us or our staff

Not use windbreaks as boundary markers

To act towards us and our staff in a reasonable, courteous and considerate manner

To supervise children and dogs so that they are not a nuisance or danger to themselves or others

Not to use the Caravan or the Park for any criminal or anti-social activity or to overcrowd the Caravan(6 pers Max)

Not to carry or have at the Caravan any firearm without our permission

Not to create any unreasonable noise or disturbance

To comply with the Park Rules and Terms and Conditions. Copies are available in Reception, Brochure or Website(Dolphin reserves the right to amend the above from time to time as it sees fit).

5. You are not permitted to assign this Agreement without Park agreement. Assignment transfer is charged at £125.00. Prospective new owner will be required to sign a Storage Agreement and provide proof of address. Park Management can refuse the transfer of Assignment.

6. Payment of all charges incurred in the storage of the caravan must have been cleared before the caravan is removed. In the event of the storage fee being overdue Tencreek may retain possession (lien) until the arrears are settled in full or otherwise discharged. Legal action may be taken to sell the caravan 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. Tencreek will seek to obtain the best price available based on current market values. Where it appears that a caravan has been left on the site for the purpose of abandoning it, Tencreek may arrange disposal of the caravan via the provisions of **Refuse Disposal (Amenity) Act 1978** as amended and any costs incurred will be recovered from the person who brought the caravan onto the storage site

7. Tencreek Holiday Park refuses the right to entertain claims by the caravan owner other than at Tencreek premises and further refuses the right to entertain claims by caravan owner representatives except in such cases as that representative shall be a solicitor acting on behalf of the caravan owner.

8. This Agreement will come to an end in the following circumstances:

Because this Licence Agreement expires by passage of time or;

Because you have given us notice in writing to remove the Caravan or;

Because we have given you notice to terminate the Agreement because you are in breach of its terms and (in the case of a breach which you can rectify such as failure to pay the Pitch Fee) you have not complied with written notice to remedy the breach.

9. Where the Agreement comes to an end before the passage of time we shall not be under any obligation to make any refund.

10. Reception must be advised where any third party is using the caravan.

11. Unless you give us another address we will write to you at the address given in the Particulars.

This is a legal document; sign it only if you understand its terms.

SIGNED BY THE CARAVAN OWNER:.....

SIGNED BY THE PARK MANAGEMENT:.....DATED