

DEVON CAR STORAGE LTD - BOOKING FORM

This Agreement incorporates the Devon Car Storage Ltd Conditions and the Agreement is made between:

Us	Devon Car Storage Ltd (Registered Address: 8A West Cliff Road, Dawlish EX7 9EB)
And	
You	Name of Customer
	Address

	Tel (home)
	Mobile/Other
	Email
	Emergency Contact (Name/Tel)

In this Agreement the following expressions have the following meanings

Vehicle	Make/Model of Vehicle:
	Registration Number
	Security Devices fitted:
	Alarm Code (if applicable)
Storage Area	Venn Farm, Long Barn, Sandford, Crediton, Devon EX17 4BR
Start Date	
Our Storage Charges	£
True Total Vehicle Value	£
Access Hours	At times agreed with Devon Car Storage Services, except for annual key holders. 48 hours notice is required if you wish us to take your Vehicle out of the Storage Area.

TERMS AND CONDITIONS

1. Access

Only persons authorised in writing by you will be permitted to have access to the Vehicle to which this contract relates; this may be varied in writing at any time. All persons accessing the site must sign in on each and every visit and sign out on departure.

The following people (in addition to you) are to have access to this vehicle:

Names

2. Site Suitability and Security

You accept that you are responsible for checking the suitability of the site for the Vehicle and you agree to ensure that the Vehicle is locked so as to secure it from unauthorised access at all times. You must comply with any regulations issued by us about the storage of the Vehicle.

3. Insurance against Theft, Loss or Damage

It is a term of this Agreement that the Vehicle is insured by you against any loss or damage, including fire and vermin damage. You must notify your own insurance company of the address of the Storage Area at which the Vehicle is kept. STORAGE OF THE VEHICLE AND ANY CONTENTS IS AT YOUR SOLE RISK AND WE WILL NOT BE LIABLE IF THE VEHICLE OR ANY OF ITS CONTENTS ARE LOST, STOLEN OR DAMAGED. Please tick to acknowledge acceptance of the following:

- I understand that you are not liable for loss, theft or damage tick box
- I have removed all personal effects and valuables from the Vehicle tick box
- I have obtained insurance to the full value of my Vehicle & I enclose a copy of the insurance certificate tick box

4. Non Exclusive Possession of the Storage Area

You are entitled under the terms of this Agreement to keep your Vehicle in the Storage Area in a space allocated by us until notice is given at any time by either party in accordance with Condition 8. You accept that this Agreement confers no exclusive right of possession of the Storage Area.

5. Ownership of the Vehicle

You acknowledge our right of entry and inspection of the Vehicle if required. You confirm that the Vehicle (including any contents) is solely owned by you or alternatively if it is not owned by you or not solely owned by you that you have obtained the owners, co-owners or joint owners consent (as applicable) to store it under the terms of this Agreement.

6. Prohibited Items & Activities

You agree not to store (or allow anyone else to store) any of the following in the Vehicle:
Birds, fish, animals or any other living creatures, combustible or flammable materials or liquids, such as gas, paint, petrol or cleaning solvents, firearms, weapons, food or perishable goods unless securely packed so they are protected from and do not attract vermin, explosives or ammunition, chemicals, radioactive materials or biological agents, toxic waste, asbestos or other potentially dangerous materials, items which emit fumes, smell or odour, any illegal substances, illegal items or items illegally obtained, or compressed gas or gas cylinders unless these are properly maintained and secured gas cylinders.

You agree not to leave any tools or personal belongings on the floor or any other part of the Storage Area so as to cause a danger or annoyance to us or our Customers. No tools shall be used without our express permission and at no times will welding, paint spraying or any other similar activity be allowed. No batteries are to be charged except by arrangement.

7. Storage Charges and Additional Charges/Late Payment

The storage charge shall be as specified in the Agreement payable in advance. At least one month’s notice will be given by us of any change to the storage charge. You or the owner(s) of the Vehicle understand and accept in particular that late payment may result in additional charges and ultimately to disposal of the Vehicle for non-payment. Devon Car Storage Ltd is entitled to claim a lien over the Vehicle until all storage charges and any interest due have been paid by you. Interest will be charged on all overdue accounts at a rate of 4% above Lloyds Bank base rate.

8. Termination of Agreement

Either you or we may terminate this Agreement by giving not less than 14 days written notice. Immediate termination by written notice will apply if a serious breach of any term of this Agreement is committed by either party. If the Vehicle remains in the Storage Area after notice of termination has expired we shall be entitled to charge you a daily fee for storage equivalent to the storage charge previously payable and this shall be payable on demand.

If the Vehicle is not collected by you after termination of the Agreement then we may, after giving you seven days notice, dispose of the Vehicle by auction or private sale and shall charge account to you for the net proceeds of the sale after payment of all fees, charges and interest due to us. We may keep the Vehicle outside the Storage Area at your own risk until collection or sale. You shall indemnify us in respect of any claim made by a third party in relation to the storage or disposal of the Vehicle.

9. General Terms

No tenancy or landlord and tenant relationship is created by the terms of this Agreement. A person who is not a party to this Agreement will not have any rights under it by virtue of the Contracts (Rights of Third Parties) Act 1999.

I have read and accept the terms of this Agreement

Signed by the Customer: Date:

Signed on behalf of Devon Car Storage Ltd: Date: