

Storage Terms & Conditions 2020/21



Cadeside Caravan and Motorhome Club Site

1 DEFINITIONS

1.1 The following definitions shall apply in these Terms and Conditions of Storage and the Licence:

Agreement means the agreement entered into between you and the Club on the terms set out in the Licence and these Terms and Conditions of Storage, and includes (without limitation) any fresh agreement entered into as part of an annual renewal under clause 4.7;

Annual Storage Licence means a Licence that states it is annual.

Club means The Caravan Club Limited, whose registered number is 00646027, trading as the Caravan and Motorhome Club, and whose registered office is at East Grinstead House, East Grinstead, West Sussex RH19 1UA;

Club Bye-Laws means the document entitled 'Club Bye-Laws', as amended from time-to-time, which can be found in the latest edition of the Sites Directory & Handbook and on the Club website at www.camc.com;

Club Terms and Conditions means: (i) these Terms and Conditions of Storage;

(ii) the Club Bye-Laws;

(iii) the Club Site Rules;

Licence means the storage licence entered into between the Club and you;

Licence Period means the storage period, from the start date specified in the Licence Agreement until the expiry date specified in the Licence Agreement (unless ended earlier in accordance with the Agreement), or in the case of an annual Licence that is renewed, the period from 1 January to 31 December (both dates inclusive) in the year of the renewal.

Member Means a member of the Club;

Outfit means the caravan, trailer tent, motorhome, campervan, trailer or boat described in the Licence

Pitch means a demarcated area of a Site, for the location of an

Outfit for recreational purposes as permitted by the Club Terms and Conditions

Site means a location for use as a caravan site operated by the Club which contains Storage Compounds or Storage Areas;

Site Rules means the document entitled 'Club Site Rules', which is published in the latest edition of the Sites Directory & Handbook and on the Club website at www.camc.com;

Site Staff means the warden/assistant warden of a Site.

Seasonal Storage Licence means a Licence that states it is seasonal.

Seasonal Storage Fee means a Storage Fee for a Seasonal Storage Licence.

Storage Area means an area of a Site for the storage of Outfits; not within a Compound

Storage Compound means an enclosed area of a Site for the storage of Outfits;

Storage Fee means the storage fee set out in the Licence, or in the case of a renewal of an annual Licence, the renewal fee notified to you by the Club in accordance with clause 4.3

Storage Pitch means an area of a Storage Compound or Storage Area for the storage of an Outfit as set out in the Licence, or any substitute storage area provided by the Club at the Site;

Terms and Conditions of Storage means these Terms and Conditions which may from time to time be updated by the Club;

You means the member who enters into the Agreement with the Club

2 PURPOSE

2.1 Storage bookings are for the use of Members only who wish to store their Outfit in a Storage Compound or Storage Area on a site for the entirety of a specified period.

3 LICENCE AGREEMENTS

3.1 The Club Terms and Conditions apply to all Members who use a Storage Pitch.

3.2 Members wishing to store their

Outfit are required to enter into the Club's form of Licence, which incorporates these Terms and Conditions of Storage. The Licence will state whether it is an annual, seasonal or temporary Licence.

3.3 Access to the Storage Pitch will not be given until a Licence is completed and signed and payment of the relevant fee has been made in accordance with clause 4 below.

4 STORAGE FEES

4.1 Payment of the Storage Fee must be made in one of the four following ways:

- in full by Visa or MasterCard
- in full by cheque made payable to the Caravan and Motorhome Club Licence.
- in full by one single payment by direct debit
- by four consecutive equal monthly direct debit instalments (but see paragraphs 4.8 and 4.12). This option is not available for temporary storage.
- Please note that cash will not be accepted as payment for any type of storage pitch.

4.2 The fees quoted include VAT. It is possible that the final payment may exceed the quoted price by a few pence, due to the way the cost is calculated when paying by instalments.

Annual Storage - Renewals

4.3 If you have an annual Licence you will be invited to renew the Licence each year, subject to the Terms of the Agreement. Renewal invitations are normally sent out by the Club in November in the year the annual Licence is due to expire. The renewal invitation will set out the Storage Fee and the Terms and Conditions of Storage for the renewal.

4.4 If you wish to renew an annual Licence you must:

- if paying by Direct Debit, submit to us your bank details, with your signed authority for us to collect payment from your bank, by 4 December 2019 and you must make the first payment no later than 31 January 2020; or

- if opting to pay the renewal Storage Fee in a single payment by any method, pay the renewal Storage Fee no later than 31 January 2020;

4.5 If you do not provide the details and make the payment required in clause 4.4, your Licence Period will not renew and you must remove your Outfit from the Site in accordance with the terms of the Licence.

4.6 If you do not wish to renew your annual Licence you must remove your Outfit from the Site on or before the expiry date of the current Licence Period, in accordance with the terms of the Licence.

4.7 By paying the renewal Storage Fee, either in a single payment or by paying the first instalment, you enter into a fresh Agreement with the Club on the terms set out in the Licence and the Terms and Conditions of Storage (as provided with the renewal invitation). This fresh Agreement commences when you make that payment and the renewed Licence Period commences on 1 January following the expiry of the current Licence Period.

Annual Storage - New Bookings

4.8 The Storage Fee for a new annual Licence is payable by the methods set out in clause 4.1 at the time of booking. The fee will be the Club's annual storage fee, adjusted pro rata from the start date to 31 December in the year the Licence is entered into.

4.9 Payment by direct debit instalments under clause 4.1 will not be accepted by the Club if any of the instalments would fall due after 1 August in the year the Licence is entered into. In this case, payment must be made by single direct debit, Visa, MasterCard or cheque.

Seasonal Storage

4.10 If you have a Seasonal Storage Licence you will not be invited to renew, but you may apply for a new Seasonal Storage Licence. Applications can only be made by completing the Advance Booking

Form 2020/2021. The Club is not obliged to offer you a new Seasonal Storage Licence.

4.11 The Seasonal Storage Fee is payable via the methods set out in clause 4.1, either as a single payment at the time of booking or in instalments beginning at the time of the booking. Payment by direct debit instalments will not be accepted by the Club if any of the instalments would fall due after the end date of the Licence. In this case payment must be made by single direct debit, Visa, MasterCard or cheque.

5 TEMPORARY STORAGE

5.1 Fees are payable on arrival to the Site Staff, by the week, as a minimum. Available payment options are detailed in clause 4.1. Please note that we cannot accept payment by cash.

5.2 Temporary Storage Pitches are bookable direct with the Site Staff, please contact the site direct to check availability.

5.3 ID will be required on arrival.

5.4 Barrier cards/keys will not be issued to Temporary Storage Pitch Holders - Site Staff will assist with barrier entry and exit arrangements.

6 NON PAYMENT OF SITE FEES

6.1 If you do not make a payment to the Club when it falls due the Club may terminate the Licence Period. If the Club does so you must remove the Outfit from the Site in accordance with the terms of the Licence.

6.2 Failure to pay site fees when due may result in suspension of membership of the Caravan and Motorhome Club until such time as all outstanding fees are paid.

7 STORAGE BOOKINGS AFTER START DATE

7.1 If an Annual Storage Pitch or Seasonal Storage Pitch is booked after the advertised start date of the pitch, the amount due will be calculated on a pro rata basis and payment will be taken at the time of the booking confirmation (or as soon as possible thereafter).

7.2 Bookings made for a Seasonal Storage Pitch after the start date can commence up to 28 days in future (but see paragraph 7.3 below).

7.3 Seasonal Storage Pitches cannot be booked if there are less than 28 days remaining until the advertised end date.

8 CANCELLING STORAGE AND REFUNDS

8.1 If a Member cancels a Seasonal Storage Pitch before the start date, we will deduct a £50 administration fee from the refund.

8.2 If you cancel a Seasonal Storage Pitch less than half way through the hire period, we will calculate the unused portion of the fees paid, and refund this amount.

8.3 If you cancel a Seasonal Storage Pitch and it is half way or more through the Licence Period, there will be no refund of any fees paid.

8.4 If you cancel an Annual Storage Pitch we will add a £50

administration fee, and refund the remainder of the unused portion of the fees.

8.5 If a member wishes to transfer their existing Storage Pitch booking to an alternative Storage Site or Seasonal Pitch, we will refund the unused portion of the fees for the original booking.

8.6 Members who do not intend to renew their Annual Storage Licence when it falls due on 1st January the following year are requested to advise the Club on receipt of their renewal notice, and will need to remove their outfit from the storage pitch on or before 31st December of the current year. The relevant weekly temporary fees will be due for the storage of any outfits not removed from the site by this time.

9 SITE STAYS

9.1 Whenever you wish to use the Outfit for accommodation, the Outfit may be transferred by you from the Storage Compound or Storage Area to a suitable pitch, subject to availability and payment of the normal touring pitch fees.

9.2 You are responsible for transporting the Outfit to and from your Storage Pitch.

10 CHANGE OF OUTFIT

10.1 The Agreement only permits you to store the Outfit described in the Licence, but if you wish to change the Outfit described in the Licence the Club may agree to this. You must notify the Site Staff of an intended change of Outfit (particularly where the size of the Outfit is to change). The Site Staff will notify you if the Club agrees to the proposed change of Outfit. Please note, as space in the Storage Compound or Storage Area is limited there may be circumstances where larger Outfits cannot be accommodated.

11 MOVEMENT OF OUTFITS

11.1 On reasonable notice from the Site Staff, you may be asked occasionally to move your Outfit due to maintenance and/or development requirements, including, if required by utility companies, to enable the ground under the Outfit to be 'aired', the grass to grow, grass cutting to take place and tree maintenance.

11.2 In the event of a hazard or emergency, such as fire, high winds, flooding or water logging, the Site Staff may need to move, or arrange for the Outfit to be moved immediately to another area or pitch on the same Site or off the Site. In such circumstances, the Site Staff will, if possible, give you as much notice as possible.

11.3 Once the maintenance and/or development requirements have been satisfied or completed or there is no longer a hazard or emergency, you will be entitled to return the Outfit, where possible, to the original pitch. Where this is not possible, you will be required to move the Outfit to another pitch, as comparable to the original pitch as possible. Please see paragraph 8 in relation to cancellation and refunds.

12 SITE SPECIFIC RULES

Where specific rules apply to an individual Site you will be notified and you should also be aware that special fees may apply in certain cases. The Club will always notify you of these fees before you incur them. If you do not wish to incur these fees you may terminate the Licence Period and the Club will refund to you any portion of the Storage Fee relating to the period after the cancellation date that you have already paid.

13 GUEST RESTRICTIONS

In order to maintain the security and safety at all of our sites we prohibit users who have been convicted of, or received a police caution for, a sexual offence (listed in Schedule 3 of the Sexual Offences Act 2003) and have been made subject to the notification requirements under the sexual offenders register or a Sexual Harm Prevention Order. If we are made aware that either yourself or a member of your party are subject to these provisions then we reserve the right to terminate your booking in advance or whilst on site during your stay, without refund.

14 DATA PROTECTION

The Club is collecting your personal data for the purpose of providing you with storage facilities for your Outfit. Full details of our Privacy Policy which outlines how we process your personal data can be located on our website at the following address: <https://www.caravanclub.co.uk/privacy-policy/>

THE FOLLOWING CLAUSE IS DRAWN SPECIFICALLY TO THE ATTENTION OF MEMBERS BY THE CLUB:

15 LIABILITY

15.1 The Club is not liable for any loss or damage to an Outfit or the contents of such nor for any actions resulting in death or injury, other than arising from the Club's, or any of its employees' or agents' negligence or other breach of duty. For the avoidance of doubt, the Club is under no obligation whatsoever to protect the outfit or any of its contents. The Club does not provide any cover or insurance for the Outfit; you must arrange your own cover or insurance of the Outfit while it is located at the Storage Pitch.

16 DISPUTE/COMPLAINT PROCEDURE

16.1 These Terms and Conditions are governed by English law and any dispute arising between the parties is subject to the exclusive jurisdiction of the courts of England and Wales (unless you live in Scotland or Northern Ireland, in which case you can bring proceedings in your local court under Scottish or Northern Irish law, as applicable).

17 IMPORTANT INFORMATION ABOUT STORAGE PITCHES

(a) The Storage Compound or Storage Area will be open from 8.00 am to 8.00 pm [each day]

during the summer season (mid March - October) and from 9.00 am to 6.00 pm [each day] during the winter season (November - mid March). During the winter if the Site itself is closed you will need to arrange access to the Storage Compound or Storage Area and will need to give a minimum of 24 hours' notice. Please telephone the Site prior to your arrival to arrange a time with the staff on Site. You may need to leave an answerphone message for the Site Staff to return your call. The unit must only be collected by the main member, whose name is on the membership and licence, or joint member. If the unit is being lent to anyone, the main or joint member must be present to allow the outfit to be taken from the compound.

(b) Boats must not be of a greater overall length than 20 feet/6.1 metres and must be firmly fixed to a suitable wheeled trailer.

(c) The Club does not accept commercial vehicles and only Outfits in a good state of repair, which are roadworthy, adequately maintained and clean, will be allowed into and to remain on the Site.

(d) To move a motor vehicle into or out of the Storage Compound/ Area, Members must have a full current driving licence suitable for the vehicle concerned, and the vehicle must be appropriately taxed and insured. Motor vehicles may be stored under a Statutory Off Road Notice (SORN), but this must be revoked (except in the case of taking the vehicle to a pre-booked MOT appointment) before the vehicle is removed from storage and taken on the public road. Continuous insurance is legally required for any motor vehicle which does not have a SORN declaration.

(e) No inflammable or combustible materials, which are not part of the Outfit, may be kept within the Outfit itself or in the Storage Compound or Storage Area.

(f) All gas supplies to the Outfit must be isolated by turning the valve of all storage cylinders to the off position before entering the Storage Compound or Storage Area. This valve must be left off until the Outfit has left the Storage Compound or Storage Area.

(g) No maintenance must be carried out on the Outfit in the Storage Compound or Storage Area without the express permission of the Site Staff.

(h) Nothing may be stored beneath or around the outfit, including storage boxes.

(i) Icy Conditions: Grit & grit bins - for those sites that remain open during the winter period Site Staff will be required to provide salted grit in the following areas when conditions require it -

- The entrance area to reception;
- Pathways around toilets/showers, laundry, dishwashing area, information centres and service points.