*Insert park name*

# \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_CARAVAN PARK

**VAN STORAGE AGREEMENT**

**THIS AGREEMENT** is made the \_ day of

*Insert date*

20

**BETWEEN** the Caravan Park Proprietor named and described in the Schedule ("the Proprietor") of the one part

**AND** the person named and described in the Schedule hereto as the Caravan Owner ("Caravan Owner") of the other part

## WHEREAS

1. The Proprietor is the owner or has the control of the Caravan Park described in the Schedule (“the Park").
2. The Caravan Owner owns the caravan described in the Schedule (“the Caravan”).
3. The Caravan Owner has requested that the Caravan be stored at the Park for the periods when it is not being used by the Caravan Owner.
4. This agreement sets out the terms upon which the Caravan will be stored.

**NOW THIS AGREED** as follows:

## Storage

The Proprietor agrees to store the Caravan at the Park upon and subject to the terms and conditions of this agreement.

## The Term

This agreement shall continue until determined in accordance with the provisions of Clause 12.

## Storage Area

The Caravan shall be stored in such area or areas either within or outside the Park as the Proprietor may from time to time designate and the Proprietor is authorised to move the Caravan from one site to another when and if it considers it appropriate to do so. The Proprietor is expressly authorised to take the van on public roads for the purposes of storage offsite or changing one offsite storage to another or changing storage from offsite to onsite. The Caravan Owner acknowledges that the Caravan will not be stored under cover

## Caravan Storage Condition

Before going into storage, the Caravan must be set up in such manner as the Proprietor directs. Without prejudice to the generality of the foregoing, unless the Proprietor otherwise agrees the following standards must be observed:

* + 1. The Caravan must be registered and in a towable condition
		2. The Caravan must be fully comprehensively insured
		3. The Caravan must be on a jockey wheel.
		4. The tow hitch should be metric.
		5. The jockey wheel, tow hitch and all driving lights must be in good working order.
		6. Gas bottles must be switched off and chained and padlocked
		7. The Contents must be stored for movement.
		8. The Contents must not include any dangerous, toxic or illegal substances.
		9. The exterior and interior of the caravan will be photographed (whether by still photography or video type recording) and a note made of any defects and/or damage to the Caravan and the general condition of the caravan at time of storage which will be signed by the Proprietor and the Caravan Owner and which shall be relevant with respect to the Deed of Release to be signed as annexed hereto or any dispute that may arise regarding the signing of that Deed of Release.

## Maintenance of Caravan

In addition to the Caravan Owner’s obligations under Clause 4, the Caravan Owner must for the duration of the agreement ensure that the Caravan is maintained in reasonable condition and that its appearance does not detract from the amenities or appearance of the Park.

## Registration and Insurance

The Caravan Owner must ensure that the Caravan is registered at all times and shall effect a comprehensive insurance policy relating to the Caravan and the Contents. The Caravan Owner will provide to the Proprietor on demand evidence that registration and insurance policies are current.

## The Charges

The Caravan Owner shall pay the Charges as defined in the Schedule at the times stated in the Schedule.

## Limitation of Liability

* + 1. The Caravan and the Contents are stored at the sole risk of the Caravan Owner.
		2. The Caravan Owner releases the Proprietor from all claims relating to or arising out of damage to or deterioration in the quality of the Caravan or the Contents except where such damage or deterioration in quality is caused by the wilful or negligent act or omission of the Proprietor or a person for whom the Proprietor is responsible.
		3. The Caravan Owner releases the Proprietor from all claims relating to or arising from theft of the Caravan or the Contents.

## Indemnity by the Caravan Owner

The Caravan Owner indemnifies the Proprietor from and against all and any actions claims demands loss damages costs and expenses for which the Proprietor may be or become liable in respect of or arising out from:

* + 1. The negligent use misuse waste or abuse by the Caravan Owner or any person for whom the Caravan Owner is responsible of the Caravan;
		2. Any inherent defect in the Caravan or the Contents;
		3. Any failure by the Caravan Owner to comply with its obligations in relation to the Caravan or the Contents under this agreement.

## Lien

In addition to any lien which the Proprietor may have pursuant to the Warehouse Liens Act the Proprietor shall have a general lien over the Caravan and the Contents for any unpaid charges.

## Power of Entry

In order to give effect to the rights and obligations of the Proprietor under this agreement the Caravan Owner grants to the Proprietor full power at any time and without any requirement of notice to open the Caravan and to examine it and the Contents. The Proprietor may if it considers appropriate require that the Caravan Owner provides to the Proprietor a key to the Caravan in order to enable the Proprietor to exercise its rights under this clause.

## Termination

* + 1. The Proprietor may determine this agreement upon any of the following grounds:
			1. If any of the charges are in arrears for a period of more than 28 days (as to which time shall be of the essence); or
			2. Upon 14 days’ written notice to the Caravan Owner if the Caravan Owner shall be in breach of the Caravan Owner’s obligations under this agreement and shall fail to comply with a written notice from the Proprietor requiring the breach to be remedied within 14 days or such longer period allowed in the notice (as to which time shall be of the essence); or
			3. Without giving any reason upon not less than 3 months’ written notice served

upon the Caravan Owner to expire at any time.

* + 1. The Caravan Owner may determine this agreement without cause by giving 7 days’ written notice

to the Proprietor.

## Effect of Determination

Upon the determination of this agreement for any reason:

* + 1. The Caravan Owner shall (subject to payment of all the Charges) remove the Caravan from the Park after signing a Deed of Release (as annexed hereto) unless there shall be a dispute in place as to the state of the Caravan pursuant to Clause 8.2 in which case the Caravan will remain in storage with the Proprietor (at no additional cost to the Caravan Owner) until this dispute is determined pursuant to Clause 19.
		2. Pending payment of any unpaid Charges the Proprietor may continue to hold the Caravan in which case the Charges shall continue to accrue notwithstanding that the agreement has been determined.
		3. If the Caravan has not been removed within a month of the date of determination it may be disposed of by the Proprietor in such manner as it shall determine and without incurring any liability therefore to the Caravan Owner provided that the Proprietor has given not less than 30 days written notice to the Caravan Owner of its intention to dispose of the Caravan. For the purpose of giving effect to this provision the Caravan Owner appoints the Proprietor and its Manager for the time being and each of them the Attorney of the Caravan Owner for the purpose

of entering into contracts to remove or to sell the Caravan and the Contents and for making any agreements or arrangements in relation to any such removal or sale. The only obligation of the Proprietor towards the Caravan Owner in respect of any such removal or sale shall be to account to the Caravan Owner for the balance of the proceeds of sale received by the Proprietor after deduction of any expenses incurred in connection with any such removal or sale and after deduction of amounts owed by the Caravan Owner to the Proprietor including unpaid Charges. The Proprietor is expressly authorised to make such deductions.

* + 1. The rights given to the Proprietor in clause 13.3 shall be in addition to and without prejudice to any other rights which the Proprietor may have.

## Notices

All notices, requests, demands or other communications to any party to be given under this Agreement or in connection with it may be given to or made upon the party in writing and may be given –

* by post to the party’s last known address,
* by facsimile to the facsimile number specified in the Schedule, or
* by email with a printed or electronic copy of the email retained as proof of delivery, or
* by hand delivery.

Posted notices will be taken to have been received 72 hours after posting unless proved otherwise.

A Notice delivered or sent by facsimile or email after 5.00 pm will be taken to have been received at 9.00 am on the next business day at the place where it is received.

## GST Provisions

* + 1. In this agreement unless the context shall not so admit or require:

**“ANTS GST Act”** means the Act of the Commonwealth Parliament entitled **“A New Tax System (Goods and Services Tax) Act 1999”**.

**“GST”** means the tax imposed on the supply of goods and services by the ANTS GST Act.

**“GST rate”** means at any particular time the rate expressed as a percentage of the value of the supply at which GST is payable by the lessor.

**“Input Tax Credit”**, **“Supply”**, “**Tax invoice”** and **“Value”** each have the meaning given by the ANTS GST Act.

* + 1. The Charges have been calculated on the basis that GST does apply in respect of the supply by the Proprietor for which the charges are the consideration.
		2. If GST is imposed in respect of the supply for which the charges are the consideration or any other supply under this agreement the amount payable by the Caravan Owner to the Proprietor in respect of that supply shall be increased proportionately and the Caravan Owner shall pay the increased amount due to the Proprietor at the same time that payment is due under this agreement to the Proprietor for that supply.
		3. The Caravan Owner is taken to request, and the Proprietor will provide the Caravan Owner with a tax invoice in respect of any payment of GST made to the Proprietor at the time when the payment is made.
		4. If GST is imposed as aforesaid and in the future, there is a variation to the GST rate, then the charges and any other amounts payable by the Caravan Owner which include a GST component shall be adjusted to take into account the variation to the GST rate.

## Definitions

In this agreement:

* + 1. A reference to the singular includes the plural and vice versa and words importing one gender include all other genders.
		2. A reference to a statute in this agreement shall be read and construed as a reference to that statute as amended or re-enacted from time to time.
		3. The headings in this agreement are for ease of reference only and shall not affect its interpretation.
		4. A reference to any period of months or years are to calendar months or years respectively.
		5. The following expressions have the following meanings unless the context requires otherwise:
* **“The Charges”** means the Charges payable by the Caravan Owner inclusive of GST as described in the Schedule.
* **”The Contents”** means the fittings and chattels stored within the Caravan from time to time.
* **”the Park”** means the Caravan Park described as such in the Schedule.
* **”the Caravan”** means the caravan described in the Schedule
* **“The Caravan Owner”** means the person or persons described as such in the Schedule.

## Entire Agreement

This agreement constitutes the entire agreement between the Caravan Owner and the Proprietor in relation to its subject matter. No understanding, arrangements or provisions not expressly set out or referred to in this agreement will bind the parties other than the Park Rules promulgated from time to time by the Proprietor and any lawful directions given by or on behalf of the Proprietor.

## Severability

If any provision of this agreement is held by a court to be unlawful, invalid, unenforceable or in conflict with any rule of law, statue, ordinance or regulation the validity and enforceability of the remaining provisions shall not be thereby affected.

## Arbitration

* + 1. If the parties have a dispute under this Agreement which they cannot mutually resolve that dispute will be referred to the arbitration of a single arbitrator to be appointed as set out in this Clause.
		2. The party giving the notice (“the claimant”) will deliver to the other party (“the respondent”) a

written list of three proposed arbitrators setting out their names and addresses.

* + 1. The respondent must within 14 days notify the claimant in writing which one (if any) of the proposed arbitrators they select, and that person shall be the single arbitrator.
		2. If the respondent fails to respond in that time or notifies the claimant in writing that they do not agree with any of those persons, then the single arbitrator shall be selected by the President of the Local Government Association or his or her nominee and the issue shall be determined by the arbitration of that person.
		3. The decision of the arbitrator will be binding on the parties who will pay one half of the costs of the arbitration each.

## THE SCHEDULE

**The Proprietor**

*Insert park owner*

**The Caravan Owner/s** Name

Address \_

Name

Address

**The Park** Caravan Park Name

*Insert park name, managers Name & park address*

Park Managers Name

Caravan Park Address \_

 \_

## Description of Unit

Make of caravan \_ Age of caravan \_ Registration Number **\_ \_**

## The Storage Charges

* $ (GST inclusive)

*Insert price for storage*

* This is the storage price and there are No Free Nights.
* Fees may be paid quarterly in advance.
* Fees may be varied on an annual basis by the Proprietor to the extent it considers reasonable.

|  |  |  |
| --- | --- | --- |
| **The Term** | Commencing on | 1 July  |
| *Insert dates* | Licence reviewed | 30 June  |

## Special Conditions and Other Charges

*Insert park info – remove this Condition if you do not wish to set conditions around having to use the van for holiday purposes during the year, or if you do not wish to provide the service of placing the van on the site*

* Must use a minimum of nights per annum.
* The Price per night for 2 persons is the currently nightly rate.
* Extra days and person(s) will be charged at the applicable rate.
* If van is not used for \_ nights within a 12-month period, the owner of the caravan will be invoiced for the number of nights at the current nightly rate.

Your caravan will be towed to site as required and returned to the storage area. One weeks’ notice is

required to be given to the Park Manager to enable this service to be provided, extra fees may apply.

**EXECUTED AS AN AGREEMENT**

**By selecting “I Agree” you acknowledge, agree and warrant that you:**

1. **have read understood and approve the terms and conditions above;**
2. **agree to abide by the Rules of the Park;**
3. **are over 18 years of age;**
4. **consent to the Park management contacting you or third parties to verify any details provided by you, your creditworthiness and other information reasonably required.**

**I Agree**

**DEED OF RELEASE**

**TO ONLY BE COMPLETED UPON TERMINATION OF AGREEMENT**

(If prior to expiration of this agreement)

Pursuant to the terms of this Agreement the parties to this Agreement **HEREBY AGREE** that:-

1. The Agreement has been determined.
2. All charges owing by the Caravan Owner to the Proprietor have been paid.
3. The Caravan Owner has inspected the Caravan and agrees that they have no claim relation to or arising out of any damage to or deterioration in the quality of the Caravan or the contents on the basis that any such damage or deterioration in quality (if any) has not been caused by the wilful or negligent act or omission of the Proprietor or any person for whom the Proprietor is responsible.
4. The Caravan Owner indemnifies the Proprietor from and against all and any actions, claims, demands, loss, damage, costs and expensed for which the Proprietor may be or become liable as set out in Clause 9 of the Agreement.
5. The Caravan Owner acknowledges that by signing this Release they shall have no further claim or action of any kind whatsoever against the Proprietor with respect to the storage of the Caravan under this Van Storage Agreement or any kind whatsoever.

**DATED** the day of 20 \_

*Insert dates*

SIGNED BY CARAVAN PARK MANAGER FOR AND BEHALF OF THE **PROPRIETOR**

*Insert park name*

On behalf of the Proprietor ) \_

Print Name ) \_

*Owner / Manager to sign and print name*

in the presence of: ) \_ Date\_ \_

*Witness to sign and date*

SIGNED by the Caravan Owner/s )

Print Names )

in the presence of )

Print Name **)**

Date\_ \_