



Licence agreement for a holiday caravan pitch

In this document, you'll find:

- Part I
 - Combined Purchase and Licence Agreement
 - Important Key Terms of this Agreement
- Part II
 - Terms and Conditions of this Licence Agreement
- Appendix A
 - Making the best use of your caravan holiday home/holiday lodge

Part II terms and conditions of this Licence Agreement

1. Meaning of expressions used in this Licence Agreement and interpretation:

- 1.1 “Agreement Period” means the period shown as the Agreement Period in Part I.
- 1.2 “Alternative Dispute Resolution” (ADR means any form of dispute resolution which may be agreed between you and us as an alternative to court proceedings to help you and the park owner/operator resolve the dispute.
- 1.3 “Caravan” means the caravan holiday home described in Part I.
- 1.4 “Commission” means the payment at the agreed percentage rate (plus VAT) in the Key Terms of this Licence Agreement, that you must make to us if you sell the caravan on the pitch and we issue a fresh agreement to the new owner. Clause 6 of this Licence Agreement sets out the procedure we and you must follow if you decide to sell the caravan.
- 1.5 “Disconnect” means the disconnection of the caravan from the utilities and/or services on the Park.
- 1.6 “Disconnect and move” means the disconnection and movement of the caravan whilst this Licence Agreement remains in effect (e.g. to another pitch on the park)
- 1.7 “Disconnect and remove” means the disconnection and removal of the caravan following the termination of this Licence Agreement (e.g. into storage or off the park).
- 1.8 “Disposal” means to dispose/get rid of the caravan (e.g. via sale or scrapping).
- 1.9 “Family Member” means your spouse, civil partner, parent, grandparent, child, grandchild, brother or sister, and the spouse of any of those persons and treating the stepchild of any person as his child.
- 1.10 “Hire/Hiring out” means the act of obtaining payment (whether in cash or in kind) for the use of the caravan by persons (other than you).
- 1.11 “Independent Surveyor” means a surveyor appointed for the purpose of determining any dispute under clause 9 of this Licence Agreement.
- 1.12 “Inflation” means the movement of the General Index of Retail Prices published by the Office of National Statistics starting from the date of this Agreement. The expression is referred to under clause 8.4 of this Agreement: The review of the annual pitch fee under clause 8.4. If it becomes impossible to measure Inflation by means of the General Index of Retail Prices we agree to do so by some other index having a similar purpose published by a public body.
- 1.13 “Park Rules” means the rules of conduct and practice issued by us from time to time and applicable to the use of the caravan and other facilities at the Park. A copy of the Park Rules in force at the date of this Licence Agreement is attached.
- 1.14 “Pitch” does not include any part of the Park except that on which the caravan stands.
- 1.15 “Pitch Services” means the services which we provide for you and which are listed in Part I.
- 1.16 “Site Fee Review Date” means the day set out in Part I on which the Site Fee is changed under clause 8 below.
- 1.17 “Site Fee” means the charge made for us by us for use of the pitch and for those services and facilities for which there is no additional payment or charge.
- 1.18 “Site Licence” means the caravan site licence applicable to the Park issued to us by the local authority under Section 3 of the Caravan Sites and Control of Development Act 1960 (or in the case of Northern Ireland under Section 3 of the Caravans (Northern Ireland) Act 1963) and other relevant statutes.
- 1.19 “we/our/us” means the Park Owner described in Part I.
- 1.20 “you/your” means the Caravan Owner described in Part I. If a finance company is named as the Owner/Buyer then “you/your” means the person(s) (whose details appear in the finance agreement) who bought the caravan. Where there is more than one person described as the caravan owner in this Licence Agreement, each is fully responsible and jointly and severally liable for the obligations under this agreement. This means that each person could be held liable for the debts of all.

2. Permission to keep the caravan on the pitch

- 2.1 We permit you throughout the Agreement Period to keep the caravan on the Pitch at the Park and to use it for holiday and recreational purposes during the period each year described in Part 1.
 - 2.2 This Licence Agreement is personal to you and may not be assigned or transferred to any other person.
 - 2.2.1 The Licence Agreement comes to an end when you sell or transfer the caravan to anyone else including a Family Member.
 - 2.2.2 However, we will give a new Licence Agreement on the terms set out in clauses 6 and 7 below, giving equivalent permission to keep the caravan on the Pitch on terms no less favourable than those contained in this Licence Agreement:
 - To a buyer who is approved by us or
 - To a Family Member who is approved by us to whom you give the caravan or
 - To a Family Member who is approved by us and who inherits the caravan.
- We will undertake any enquiries under this clause with reasonable diligence and we will notify you of our approval, or, in writing that our approval is to be withheld, as soon as is reasonably practicable. We will only withhold approval of a prospective buyer or Family Member on reasonable grounds. If this is the case we will tell you what these are and any subsequent dispute will be dealt with under clause 16.1.

- 2.2.3 The benefits of any payment made in relation to the site fees and charges made under the previous Licence Agreement will be transferred to the new licence agreement.
- 2.3 This Licence Agreement does not entitle you to purchase any alternative or replacement caravan except in the event of a total loss of the caravan by fire, natural disaster or other similar occurrence. You will then be entitled to arrange for us to site a replacement caravan of a similar type and size as the caravan.

3. Our obligations

We will provide you with clear information each year, free of charge, on those compulsory charges, in addition to Site fees, which you are required to pay to us under this Licence Agreement as a caravan owner on the Park. Fees for any other chargeable maintenance and other services that we provide will be available on request.

We agree with you as follows:

- 3.1 We will provide, maintain and keep in good state of repair the Pitch Services to the caravan except where these have to be interrupted for the purposes of repair or for other reasons beyond our control such as interruptions in the supply of services to us.
- 3.2 We will move the caravan from the Park or the Pitch only in accordance with the provisions of clauses 9, 11 and 13.
- 3.3 We will notify you of any changes to the Park Rules in writing as outlined in clause 14.
- 3.4 We will comply with our obligations if you terminate this Licence Agreement under clause 12.
- 3.5 We will insure the Park against usual third party risks to a minimum of £2m per claim.
- 3.6 We will hold a key on your behalf in a secure key cabinet at the park. This will be released to you as the owner on request, or in your absence to a third party for a specific purpose, e.g. for maintenance purposes, only with your prior written agreement, or, in case of emergency or for urgent safety reasons, to a staff member.
- 3.7 We may carry out an annual gas check on the caravan in accordance with the provisions of clause 4.6.

4. Your obligations

You agree with us as follows:

- 4.1 To comply with the terms of this Licence Agreement and the Park Rules.
- 4.2 To use the caravan only for holiday and recreational purposes (and not as your only or main permanent residence). You agree to produce to us in response to a written request satisfactory proof that your main residence is at the address registered with us (set out in Part I of this Licence Agreement), such as a council tax bill or utility bill in your name. You agree to inform us in writing of any change in your permanent address.
- 4.3 To pay the Site Fee and other charges due to us on the days set out in Part I.

- 4.4 To pay to us interest at 3% per annum over the published base rate of Barclays Bank plc (in Northern Ireland, the Ulster Bank) on any undisputed sums overdue.
- 4.5 To insure the caravan against all usual risks including fire and smoke, explosion, lightning and thunderbolt, earthquake, riot, civil commotion, strikes and labour disturbances, aircraft and other aerial devices or anything dropped or falling from them, storm or flood, theft or attempted theft, escape of water or oil from any fixed domestic water or heating installation, collision by any vehicle or animal, breakage or collapse of television or radio aerials, satellite receiving dishes, their fittings or masts, malicious acts or vandalism, water freezing in any fixed domestic water or heating installation, falling trees, telegraph poles or lampposts or any parts of them, accidental damage to underground service pipes and cables for which you are responsible, accidental breakage to fixed glass in windows, doors, fanlights and skylights and ceramic hobs in fixed appliances, accidental breakage of sanitary fixtures, subsidence, heave or landslip of the site on which the caravan stands, accidental damage, architects, surveyors legal and other fees to re-build or repair the caravan, cost of removing debris, demolishing, propping up or supporting parts which have been damaged, the additional costs of rebuilding or repairing the damaged parts of the caravan to meet any Government or Local Authority requirements, cost incurred in the delivery and/or re-siting of any structure at the insured premises, loss of rent and alternative accommodation, Property Owners Liability, Public and Employees Liability (e.g. to cover third parties employed for cleaning, letting, etc.).
- 4.5.1 The sum insured for loss of or damage to the caravan shall include the following:
- 4.5.1.1 the retail price on the Park of a new caravan of a similar type and size to the caravan,
- 4.5.1.2 the cost of replacing any existing ancillary structures (for example steps),
- 4.5.1.3 the cost of clearing wreckage from the Pitch and disposing of the caravan destroyed by fire, natural disaster or other similar occurrence, and
- 4.5.1.4 the cost of delivery, siting and connecting the new caravan (if not included in the retail price).
- 4.5.2 The sum insured for Property Owners Liability, Public and Employees Liability shall not be less than £2m.
- 4.5.3 Unless you insure through our agency or by using our brokers, you agree to provide proof of insurance by providing us with a copy of your insurance details each year. Where such a check takes place we are entitled to, and may, charge a reasonable annual fee to check that adequate cover is in place and for maintaining administration records, copying and invoicing.
- 4.6 To keep the caravan in a good state of repair and condition both visually and structurally and so as to retain its mobility and in a safe, habitable state including the repair and maintenance of all installations and appliances and undertaking and or commissioning all relevant periodic safety checks.

- 4.7 Not to do or omit to do anything which might put us in breach of any condition of the Site Licence which is available on the park in a conspicuous place and to comply with all statutory requirements (including any relevant planning permissions) in relation to the caravan and its installations and furnishings. For example, the conditions of the Site Licence which are likely to affect you are those requiring the space between caravans to be kept clear, those prohibiting combustible structures between caravans, those regarding car parking and those requiring the underside of caravans to be kept clear.
- 4.8 Not to carry out any building works at the Park or to erect any extension to the caravan or without our written permission to erect any hut, fence, structure, TV aerial or clothes line or to connect any services or utilities to the caravan. We will only withhold our consent to such works on reasonable grounds.
- 4.9 To give us written notice of any work to be carried out to the caravan by external contractors and to ensure all contractors employed by you provide us with the relevant documentation so that we can check their insurance and competence in order to maintain a safe environment on the Park at least seven days before the contractors start work (or in the case of emergency, as much notice as possible).
- 4.10 To permit us to disconnect, disconnect and move or disconnect and remove the caravan from the pitch in accordance with the rights we have under clauses 9, 11 and 13 of this Licence Agreement.
- 4.11 You have an obligation to arrange with us the disconnection and removal of the caravan from the park following the expiry of the Agreement Period (for whatever reason) in accordance with clause 13.1 unless we have agreed to enter into a further agreement. To maintain standards on the Park and to prevent damage to the Park and its installations, any work in disconnecting or removing the caravan (even after termination of this Licence Agreement) must be done by us or by our contractors. You agree to pay us for disconnecting and removing the caravan from the park or for disconnecting and moving the caravan (e.g. to another park) at your request. Our charges will be reasonable and based on the time spent and the work done and shall not exceed those of a written quotation for any work in disconnecting and moving or removing the caravan. If within 14 days of receiving our written quotation, you provide us with a written quotation for the same work to be carried out by a suitably qualified and appropriately insured contractor(s) we will charge you no more than the contractor(s)' quotation for the work.
- 4.12 To comply with any requirement contained in Part I as to Hiring out the caravan.
- 4.13 To comply with the provisions of clauses 6 and 7 below when selling or gifting the caravan or when it is inherited.
- 4.14 To use the caravan only during the period of year indicated in Part I of this Licence Agreement.

5. Behaviour standards

By entering into this Licence Agreement you agree for yourself and all people who use or visit the caravan (including in each case children in their party) to adopt the following standards of behaviour:

- 5.1 To act in a courteous and considerate manner towards anyone visiting, using or working on the caravan or the Park including us, our staff, other customers of ours and users of other caravans and accommodation at the Park.
- 5.2 To supervise children properly so that they are not a nuisance or danger to themselves or others.
- 5.3 Not to:
- 5.3.1 commit any criminal offence at the Park or use the caravan in connection with any criminal activity.
- 5.3.2 commit any acts of vandalism or nuisance.
- 5.3.3 use fireworks.
- 5.3.4 keep or carry any firearm or any other weapon at the Park.
- 5.3.5 use any unlawful drugs or bring unlawful drugs onto the Park.
- 5.3.6 create undue noise or disturbance.
- 5.3.7 carry on any trade or business at the Park.
- 5.3.8 permit to occupy the caravan anyone who to your knowledge:
- 5.3.8.1 has committed a sexual offence against a child (other than one that is spent by reason of the Rehabilitation of Offenders Act 1974);
- 5.3.8.2 is subject to the notification requirements of the Sexual Offences Act 2003 (as amended) ('on the sex offenders register')
- 5.3.8.3 has been issued with a Risk of Sexual Harm Order or a Child Abduction Notice.
- 5.3.9 use threats, intimidation or abuse (physical, verbal, written or social media).
- 5.3.10 unfairly defame or bring into disrepute the reputation of the Park Owner or the Park.
- 5.3.11 put at risk the personal safety or health of anyone using, visiting or working at the Park.
- 5.4 You accept that any breach of these behaviour standards may bring about the termination of this Licence Agreement. Termination by us is dealt with by clause 11. Any serious breach may result in termination of this Agreement under clause 11.1.

6. Selling the caravan

- 6.1 You may sell the caravan in one of three ways:
- 6.1.1 To us if we agree
- 6.1.2 Or on the Pitch to a buyer approved by us in accordance with the provisions of clause 6.2
- 6.1.3 Or off the park so long as you arrange the removal of the caravan through us and pay our charges for disconnecting and removing the caravan from the Pitch in accordance with clause 4.11 above.
- 6.2 You agree the procedure for selling the caravan on the Pitch as follows:

- 6.2.1 You agree to write and tell us if you are putting the caravan on the market for sale while it remains on the Park and to write to us again if you change your mind and decide not to sell the caravan. You agree to tell us in writing whether the caravan is subject to finance and if it is, to give us the name of the company and the reference number of the finance agreement.
- 6.2.2 You agree to enter into a Private Sale Agreement with us, the terms of which will apply in relation to the sale of the Caravan.
- 6.2.3 You agree to write to us telling us the price at which you intend to sell the caravan to your buyer in which case we are entitled to buy the caravan from you, for the same price, without charging you any Commission during the seven days after our receiving your letter. If we wish to buy the caravan under this arrangement, we will notify you in writing by first class post. If we buy the caravan from you in this way, we may only deduct from the purchase price we pay to you sums which are lawfully due to us under this Licence Agreement and any sum needed to settle outstanding finance. We shall send you the payment for the caravan within seven days after sending you notification of our decision to purchase the caravan.
- 6.2.4 You arrange all relevant safety checks by suitably qualified and appropriately insured contractors, for example for gas and electrical installations to ensure the safety of the caravan and produce the certificates to us on request.
- 6.2.5 You market the caravan and find a buyer. If the final selling price is less than the price that you originally intended to sell the caravan, we are entitled to buy the caravan from you, for the same price, without charging you any Commission. If we wish to buy the caravan under this arrangement, the same provisions as in clause 6.2.3 will apply.
- 6.2.6 If we decide not to purchase the caravan, you agree to allow us to vet your prospective buyer by seeking suitable references and carrying out the enquiries we consider to be appropriate. As such, you agree to inform us of the name and address of your prospective purchaser. If we wish to we may require a meeting with your buyer in person. We will undertake any enquiries under this clause with reasonable diligence and we will notify you of our approval, or, in writing that our approval is to be withheld, as soon as is reasonably practicable. We will only withhold approval of a prospective buyer on reasonable grounds. If this is the case we will tell you what these are and any subsequent dispute will be dealt with under clause 16.1.
- 6.2.7 The transaction must be conducted through our office. We will receive all purchase monies from your buyer and will promptly pay and account to you for the same, subject to discharging any finance outstanding on the caravan of which you have notified us in writing and payment to us of the Commission and VAT.
- 6.2.8 Where we have approved your buyer and the sale has been transacted, we will give them a new licence agreement for the length of time the Agreement Period is still to run. In other respects, the new agreement will contain no less favourable terms to your buyer than this Licence Agreement.
- 6.2.9 Once the agreement period has reached its end date you will be offered a new licence agreement and the site fees will change to the prevailing new customer site fees applicable to the location on which your holiday home was purchased and is sited.
- 6.2.10 Before we issue the new agreement to your buyer we will charge you a Commission at the percentage rate (plus VAT) stated in Part I of this Licence Agreement of the price paid for the caravan as explained in clause 6.2.6 unless we are proven to be in serious breach of our obligations under this Agreement.
- 6.2.11 Apart from the Commission, we will not make any other charges to you or to the buyer of the caravan without your or the buyer's express agreement or unless additional rights or services are agreed between the parties.
- 6.3 The rights to sell the caravan contained in this clause 6 may be exercised by your personal representatives after your death.
- ## 7. Giving the caravan away
- 7.1 You have the right to make a gift of the caravan to a proven Family Member including on your death either by will or as the result of the operation of the law relating to intestacy as long as we approve the Family Member who receives the gift.
- 7.2 If you give the caravan to a Family Member or a Family Member inherits the caravan following your death, the Family Member may apply to us for an agreement to keep the caravan on the pitch on the Park, provided that:
- 7.2.1 the Family Member permits us to seek suitable references and to carry out appropriate enquiries,
- 7.2.2 the Family Member attends a meeting with us should we require one and
- 7.2.3 we are reasonably satisfied that the Family Member will comply with equivalent obligations to your obligations under this Licence Agreement. We will give that Family Member an agreement for the term of the Agreement Period which then remains unexpired, and otherwise containing no less favourable terms to the Family Member as this Licence Agreement is to you, without charge.
- 7.3 The rights contained in this clause 7 do not affect the right of your personal representatives to sell the caravan in accordance with the procedure set out in clause 6 above as if "you" in that clause referred to the personal representative(s).
- 7.4 We will undertake that any enquiries that we may make under this clause are carried out with reasonable diligence and we will notify you of our approval, or, in writing, that our approval is to be withheld, as soon as is reasonably practicable. Our approval will not be unreasonably withheld. If approval is withheld we will tell you why and any subsequent dispute will be dealt with under clause 16.1.
- ## 8. Review of site fees
- 8.1 On the Site Fee Review Date we are entitled to change the Site Fee. We must give you at least 30 days' notice in writing before the Site Fee Review Date of a proposed change in the Site Fee.

- 8.2 We will give you a written explanation of the reasons for any change which is proposed.
- 8.3 The proposed change to the Site Fee will become payable with effect from the Review Date in accordance with the criteria set out in 8.4 below:
 - 8.3.1 If you object to the proposed increase in site fee you must write to us within 30 days. Until the reviewed Site Fee is determined, you will continue to pay the Site Fee at the rate which was last payable under this Licence Agreement.
 - 8.3.2 You will pay any shortfall between the rate at which Site Fees have been paid and the reviewed rate within 30 days after the reviewed Site Fee has been determined.
 - 8.3.3 The question of the amount of the reviewed Site Fee will be determined either by agreement between you and us, or dealt with as a dispute under clause 16 below.
- 8.4 We will review the Site Fee having regard to the following criteria:
 - 8.4.1 Any charges which are not within our control such as rates, water charges and other charges paid to third parties, including those caused by a change in the law or rates of taxation.
 - 8.4.2 Inflation.
 - 8.4.3 Sums spent by us on the Park and/or its facilities for the benefit of the owners of caravans.
 - 8.4.4 Changes in our operating costs including those brought about by changes in the law or regulatory change and by taxation.
- 8.5 Clause 16 below applies in the event of dispute over a proposed increase in the Site Fee.
- 8.6 Where we review our charges so that you pay a separate charge for a service which was previously supplied and paid for through the Site Fee, we shall be obliged to reduce the Site Fee by an amount equivalent to the cost to us of supplying that service.

9. Moving the caravan

- 9.1 Within the Agreement Period, we may wish to disconnect and move the caravan to another part of the Park and this clause sets out the basis on which we may do that, for example because we are redeveloping an area of the Park, or installing some facility or are required to comply with a Local Authority Site Licence condition or for access to an area of the Park which cannot reasonably be gained by any other route.
 - 9.1.1 We are allowed to disconnect and move the caravan for the purposes of redevelopment and/or maintenance of the Park and when this happens we will give you at least 30 days' notice in writing. If the caravan has to be moved because of some emergency or because of works to be carried out by a third party over whom we have no control such as a water supply company or other utility company, we will give you as much notice as we can.
 - 9.1.2 We will ensure that any temporary move to an alternative pitch of similar quality will be as short as reasonably practicable for the redevelopment and/or maintenance work.

- 9.2 We will be responsible for all reasonable costs incurred in disconnecting and moving the caravan.
- 9.3 Following the disconnection and movement of the caravan, we are entitled to return the caravan to its original Pitch or to site it permanently on another pitch. If the consequence of the redevelopment or maintenance work is that the original pitch is less pleasant, or if the move is permanent, we must offer an alternative pitch of similar quality to the original pitch as it was before the move.
 - 9.4 Any dispute arising under clause 9.3 above as to the pleasantness of the alternative pitch or the question of whether the original pitch is of similar quality by reason of the development may be referred to an Independent Surveyor or dealt with under clause 16.1.

10. Termination of the Licence Agreement

The Licence Agreement may come to an end in any of the following ways:

- 10.1 By you giving us notice in writing of your wish to end it.
- 10.2 Because the Agreement Period has come to an end.
- 10.3 By the sale of the caravan or by you losing ownership of it.
- 10.4 By us terminating it because you have broken your obligations under this Licence Agreement.

11. When we may terminate the Licence Agreement

- 11.1 If you are in serious breach of your obligations under this Licence Agreement and the breach is not capable of being remedied or is such that it causes a breakdown in the relationship between you and us (for example violence or intentional damage to property), we will serve upon you reasonable notice in writing to terminate this Licence Agreement. In deciding what period of notice is reasonable, we shall have due regard to the nature of the breach and all other relevant circumstances.
- 11.2 If you are in breach of any of your obligations under this Licence Agreement which is capable of being remedied (e.g. a failure to comply with the behaviour standards in clause 5 or a failure to repair the caravan (clause 4.6) or to pay Site Fees promptly (clause 4.3), we will write to you, specifying the breach(es) and asking you to remedy the breach(es) within a reasonable and specified period (e.g. the breach(es) must be remedied within at least 30 days of receiving the notice). If you do not comply with that warning and the breach is either serious and/or amounts to persistent breaches of obligation which taken individually would be minor but which taken together cause a breakdown in the relationship between us, we are entitled to disconnect the caravan and write to you to end the Licence Agreement and to require you to make arrangements with us for the removal of the caravan from the Park within 30 days.

12. When you may terminate the Licence Agreement

- 12.1 You are entitled to bring this Licence Agreement to an end by writing to us giving us not less than 30 days' notice. However if we have broken our obligations to you under this Licence Agreement and if as the result you are entitled to end this Licence Agreement you may give us a lesser period of notice but should still give us as much notice as possible.

13. The consequences of termination of the Licence Agreement

- 13.1 You will arrange with us for the disconnection and removal of the caravan and all other property of yours from the Park within one month after termination of this Licence Agreement however that comes about. In accordance with clause 4.11 above any work in disconnecting or removing the caravan must be done by us or through our contractors for which you agree to pay us our reasonable costs. Payment of our costs in the disconnection and removal or movement of the caravan will not be sought if we are proven to be in serious breach of our obligations under this Agreement.
- 13.2 If following termination of the Licence Agreement you fail to arrange the disconnection and removal of the caravan through us, we are entitled to disconnect and move it off the pitch or remove it off the park ourselves after giving you not less than 14 days' notice in writing of our intention to do so. We are also entitled to charge you storage costs from the date of termination until the caravan is removed. Such costs will be the equivalent of the daily rate of the Pitch Fee which was payable to us under this Licence Agreement. In these circumstances you authorise us to dispose of or sell the caravan (at a price not less than the price determined by a recognised caravan industry valuation guide). We will account to you for the sale proceeds minus the costs we incur (acting reasonably) in disconnecting, moving removing and disposing or selling the caravan. Where a 'book value' (valuation) is not available (e.g. because the caravan is not listed), we will seek the best sale price reasonably achievable in the circumstances (e.g. best bid from two traders).

We have the right to exercise a general lien (i.e. the right to take possession of and to prevent you from gaining access to, using or moving the caravan whilst on the park) until such time as any sums in excess of £500 which are due from you to us under this Licence Agreement are paid. The terms of this Licence Agreement are subject to the Torts (Interference with Goods) Act 1977 (not in Scotland). If, following the termination of the Licence Agreement, you fail to pay us any sums which you owe to us under this Licence Agreement, we shall be entitled to sell or otherwise dispose of the caravan and its contents after giving you not less than 14 days' notice in writing of our intention to do so. Following any sale of the caravan and its contents by us we will repay any sale proceeds to you after deducting any sums due to us under this Licence Agreement, and any reasonable legal or other expenses incurred in the disconnection, removal, disposal and or sale of the caravan.

Month of leaving	Percentage refund due
January	100%
February	100%
March	89%
April	78%
May	67%
June	56%
July	44%
August	33%
September	No refund
October	No refund
November	No refund
December	No refund

- 13.3 Where you have terminated the Licence Agreement, we will repay to you at least on the scale set out below any Site Fees (excluding rates) and other charges which you have paid us for a period after the Licence Agreement has ended, less any sums properly due to us.
- 13.3.1 Site Fees will be repaid to you on the scale set out above:
- 13.3.2 The scale of percentage refund payments set out above does not prejudice any further action you take against us if we are proven to be in breach of our obligations under this Agreement.
- 13.4 Where we terminate the Licence Agreement, we will repay to you on the same scale set out in the table
- 13.4.1 above in full at the end of paragraph 13.3.1.
- 13.5 We have the right to retain the caravan until you have paid any undisputed sum due to us on termination of this Agreement. See clause 13.2.

14. Park Rules

- 14.1 It may be necessary or desirable to change the Park Rules from time to time including for reasons of health and safety, the efficient running of the park, environmental issues or regulations imposed upon us, in which case we will notify you in writing to your current address.
- 14.2 Any changes to the Park Rules made after the signing of this Licence Agreement will not affect anything else to which you are entitled under this Licence Agreement.

15. Hiring out the caravan

- 15.1 Part I of this Licence Agreement makes it clear
- 15.1.1 whether or not you are allowed to Hire out the caravan on a voluntary or a compulsory basis
- 15.1.2 and whether you must Hire out the caravan exclusively through our agency.
- 15.2 If you are required to Hire out the caravan exclusively through our agency, this means we can Hire out the caravan for you. If Hiring out is permitted, whether compulsorily or voluntarily, it will take place on the basis of a separate agreement between us.

16. Disputes

- 16.1 In the event of a dispute that cannot be resolved between you and us, we offer access to Alternative Dispute Resolution (ADR) such as the NCC Informal Dispute Resolution Service (NCCIDRS). We will tell you about this. In the event of a dispute we will also comply with the complaint handling requirements of the NCC Holiday Park – Holiday Home Ownership Code of Practice or any other similar Code of Practice. If you prefer to use another ADR channel or to have the matter dealt with by the Courts then this Licence Agreement does not restrict your rights to do so.
- 16.1.1 We may agree between us to refer any dispute to an arbitrator (or in Scotland an arbiter) as an alternative to going to Court but if you prefer to go to court this Licence Agreement does not in any way inhibit you from doing so.
- 16.1.2 We may refer questions arising under clause 9 to an Independent Surveyor.

17. Severability

- 17.1 If any element(s) of this Agreement is (or becomes) invalid, illegal and/or unenforceable, it shall be deleted. Any deletion under this clause shall not affect the validity and enforceability of the rest of this Agreement.

18. Communications

- 18.1 We agree that any letters or other communications between us shall be sent to the address appearing in Part I unless we have told you or you have told us of another address to be used instead. Letters and other communications will not be addressed to you at the caravan.

19. Statutory rights

- 19.1 Nothing in these terms and conditions will affect your statutory rights relating to either faulty or misdescribed goods, or poor quality services.



The UK trade body for the tourer, motorhome,
holiday home and park home industries

www.thencc.org.uk



Making the best use of your caravan holiday home/holiday lodge

What every caravan holiday home/holiday lodge buyer should know

This is essential reading if you are a caravan holiday home/holiday lodge owner, or considering buying a holiday home or lodge on a holiday park.

Owning a holiday home/holiday lodge – referred to here as a holiday home – is a big commitment and can represent a significant outlay. When you have found that perfect spot, somewhere you ‘want to keep coming back to’, naturally you will want to enjoy using it as often as you can, with friends and family. But a holiday home is just that – somewhere for leisure or holiday purposes. The following questions and answers will help you understand when the home can be used, and how you can get the best from it.

What is a holiday park?

Land which has planning permission and is licensed by the local authority as a park for holiday and recreational use. Parks can be by the sea or in the countryside, some with lots of facilities, and others designed to offer peace and tranquillity.

When can I use my holiday home?

Your holiday home is for leisure and recreational use, to be enjoyed when you take a break away from your main residence. Depending on the licence, holidays can be taken there during the months the park is open; this could be every weekend, or for longer periods during the spring and summer when the children are on holiday.

It cannot be used as a substitute for your main residence, where you live when not on holiday.

Can I move permanently into my holiday home?

No. You must have a main residence and when you first buy your holiday home provide evidence of that address (e.g. a utility or Council Tax bill for the property).

A holiday home is for holiday or recreational purposes only. Living permanently in your holiday home would be in breach of the licence agreement you signed when you purchased it. It could have serious legal consequences for you and the park operator. Also you risk having your agreement terminated and being asked to leave the park and to remove your holiday home from it.

Use it as your main home and you risk losing it altogether

Does the Mobile Homes legislation apply to holiday parks?

No. The Mobile Homes Act legislation was designed to protect the rights of owners of residential park homes on **licensed residential parks**. It does **not apply** to caravan holiday homes sited on holiday parks.

I have bought a caravan holiday home/holiday lodge to use now I am retired and have more leisure time. Are there any restrictions about how long I can live on the park?

One of the benefits of being ‘retired’ or working less is, of course, that you have more opportunities to enjoy your leisure time. But you still can’t use your holiday home as your main residence. You can only use the holiday home when the park is open and only for leisure breaks.

What about spending consecutive months in the unit?

Any plans to use your holiday home for long term stays should be discussed with the park owner/manager **before you make the purchase**. Many holiday park rules stipulate a maximum period when the home can be occupied e.g. no longer than 60 consecutive days.

This may be dictated by the local authority site licence conditions that govern the operation of the park and/or the agreement you sign with the park.

What’s wrong with long-term occupation?

Parks licensed for holiday use may have consent to open for 12 months, allowing holiday home owners to use and enjoy their holiday home for frequent breaks throughout the year. But this doesn’t allow the holiday home to be ‘lived’ in all year round. You should not do this because:

- it is a breach of your agreement with the park
- you risk being asked to leave and remove your home from the park
- the local authority has powers to enforce planning permissions – this could have serious consequences for the park and for you as a home owner e.g. an Enforcement Notice requiring the park and you to take action.

While holiday homes have been designed and manufactured to provide comfortable, high-quality ‘home-from-home’ accommodation as you would expect, this is for **recreational use only**, not permanent all-year-round living.

What is the usual length of the holiday season – how long does a holiday last?

This differs from park to park. Some parks are open for 12 months which gives many opportunities to visit and stay at the home but it doesn’t allow anyone to live there permanently as their only residence. Check with the park before you buy to ensure it will allow you the access you want during the year.

Who decides the length of the season?

The local planning authority sets the maximum period that the park is permitted to be open for business each year. Holiday parks want holiday home owners to be able to use their homes as often as they wish and to maximise the investment in their holiday and leisure time. As outlined earlier, many parks have been granted permission to open 12 months a year but it is more common to find 10 or 11-month licences.

Why might the park decide on a different shorter period?

There may be a number of reasons, but often, any closed period is used to carry out essential maintenance and improvement work, without any disruption to holidaymakers.

Can I use my holiday home in the winter?

Only if the park is open during the winter months. But check that the holiday home you intend to buy is built with appropriate insulation levels to deal with cooler temperatures, as not all holiday homes are intended for occupation in winter weather conditions. The NCC has recently developed a Structural Thermal Rating Scheme, designed to give purchasers of a holiday home built to BS EN 1647 an indication of its likely thermal efficiency. A rating label is attached to the holiday home and is a visible indicator of the degree of efficiency achieved by a particular model. There is a leaflet explaining more at www.thencc.org.uk/our_schemes/energyscheme.aspx

NB – some holiday lodges are built to BS 3632, which usually provides higher levels of insulation and indicates the likely energy consumption and carbon dioxide (CO₂) emissions of the home.

If a holiday home – particularly an older one - is used a lot in cold months, you should expect higher energy costs and a higher level of condensation, both visible and unseen, which could affect its life and future value.

I want to enjoy spending lots of time in my holiday home, but my health isn't as good as it used to be. Can I register with the doctor's surgery close to the holiday park?

If someone is taken ill whilst on holiday, they can usually contact the local GP's surgery as a temporary resident, so it should not be necessary to register whilst you are using your holiday home for leisure breaks. If you have a specific medical condition, then your local GP at your home may be able to pass information to the surgery local to your holiday home.

I have lived abroad for many years and my main residence is outside the UK. I still have friends and family in the UK and want to own a holiday home/lodge to allow me to see them and spend time enjoying their company. Can my home overseas be considered as my main residence?

Yes – but it needs to be clear that the residence abroad is your **main residence** (i.e. not a holiday let/rental). That will depend upon whether you own it, how much time you spend in it and how much time you spend in your holiday home here in the UK. You must provide documents to show evidence of ownership/the right to occupy it as your main residence.

I have been told that second homes are required to pay Council Tax. Does this apply to holiday homes/holiday lodges and should I register with the local council, particularly if I need help with paying pitch fees?

Owners of holiday homes pay a contribution towards the business rates of the holiday park and are therefore **not required to pay Council Tax**. Payment of Council Tax or the receipt of housing benefit to help with pitch fees would suggest that the holiday home is being used as a

permanent main residence, rather than as a holiday home and this would be in breach of your agreement as outlined above.

I own a holiday lodge to earn some rental income as well as enjoying it for personal leisure breaks. Is this possible and what information do I need to provide the park about those that rent my holiday home?

Hiring out your holiday lodge can offer you a regular source of income but it is crucial to check that your chosen holiday park allows the home to be hired out (either under a private hiring agreement and/or a hiring scheme managed by the park). If private hiring is possible, then the park will require you to provide evidence of the rental agreements which may be limited to a certain period of time e.g. no more than 60 days at a time - to ensure that any one holidaymaker doesn't outstay their welcome and put you in breach of your agreement with the park. The thing to remember is hiring out your own holiday home, where permitted, is not considered to be a business (although the income may be taxable – take expert advice) but hiring out anything more than one home could be. Check with the park first.

I have seen advertisements encouraging me to downsize to buy a holiday home. Does this mean I can sell my house and use the caravan holiday home/ holiday lodge instead?

Downsizing is an option you may choose to free up some capital to purchase the holiday home but it still requires you to maintain a main residence (i.e. you can downsize your existing property to a smaller/cheaper one and use the cash this releases to help fund a holiday home but the requirement to have a main residence still applies).

What about running a business from my holiday home/holiday lodge?

This is not permitted. If you are on holiday in your holiday home, then by definition you are not at work. If you were to run a business from your holiday home, then that would be a breach of the agreement with the park and could indicate that the home is being used for non-holiday or non-recreational purposes. Of course, people may need to engage in business communications (e.g. by email or by phone) even when on holiday, but this would be for short periods only during a holiday break.

As mentioned above, hiring out your own holiday home, where permitted, is not considered to be a business, but hiring out more than one holiday home could be. Again, check with the park in the first instance.

So what are my rights?

Your rights are contained within the written Licence Agreement - the contract that you and the park will sign when you buy the holiday home/holiday lodge. This agreement includes your right to keep the holiday home on the park **for a given period of years** and the times during which you can use your unit. If you purchase a new holiday home, then the licence period should be no less than 12 years if you purchase from an NCC member holiday park. If you want to change your home during that time, or move to another park, that is fine and the procedures for this will be detailed in your agreement.

The agreement will also contain a clause that prohibits using the holiday home as a main residence.

Does the agreement say anything more?

It certainly does – it is an important document that should clearly and fairly set out the rights you have as an owner. It will include, for example, the ways you can sell your home and details of pitch fees (the charges you must pay each year to keep your caravan on the park).

It is essential that you read the agreement thoroughly beforehand and only commit yourself to it if you are happy with its contents. If there is anything you don't understand, ask the park to explain or clarify for you before you sign.

The agreement is there to ensure that everyone gets the most out of their holiday home and that you can look forward to great holidays, maximising your leisure time and enjoying holiday home ownership.

What about insurance cover?

It is essential that you insure your holiday home. When you buy from an NCC member park, it will be a condition of the agreement that you sign that your holiday home is correctly insured. The park is usually able to offer policies to its owners, but you are not obliged to use theirs, so long as you provide evidence that the home is properly insured. It is important to bear in mind that the cover provided for holiday homes is not the same as that for residential park homes when it comes to providing 'alternative accommodation.'

For holiday homes, the insurance cover reflects the fact that this is not the home owner's permanent residence. The cover usually does not extend to providing temporary re-housing in the event of damage to the holiday home. The Licence Agreement contains more detail about the levels of insurance that can be taken out on the home.

Finally, what happens if my circumstances change and the only place I can stay in is my holiday home/holiday lodge?

In such circumstances, speak to the park owner immediately and explain the situation. They will want to work with you while you find a new main permanent residence as soon as possible, so that you don't breach your agreement for owning a holiday home. The local authority may be able to assist and can liaise with the holiday park management during this difficult period. Crucially, even if you lose access to your main residence, for whatever reason, you cannot just move into your holiday home and live there instead. You may find yourself losing that, too, so don't be tempted – keep the holiday park informed at all times.

The important thing to remember is a holiday home is for holiday and recreation use ONLY.