# Licence Agreement for a holiday caravan pitch

## From XXXXXX

## To XXXXXX

## For the Caravan at

HOLKER ESTATE
HOLIDAY PARKS
Longlands

# PART I
# Particulars

## Park Owner (referred to as "we/us/our" throughout this Licence Agreement)

| | | | |
|---|---|---|---|
| **Business name:** | **Holker Estates Company Limited** | | |
| **Address:** | **The Estate Office, Cark-in-Cartmel, Grange-over-Sands, Cumbria, LA11 7PH** | | |
| **Contact:** | **Allen Gibb** | | |
| **Telephone:** | **015395 58313** | **Mobile:** | |
| **Email:** | **estateoffice@holker.co.uk** | | |

Park details, if different from business name, address and contact details above:

| | | | |
|---|---|---|---|
| **Park name:** | **Longlands Holiday Park** | | |
| **Address:** | **Kirkby Croglin, Kirkby-in-Furness, Cumbria, LA17 7XZ** | | |
| **Contact:** | **Alexander J Hodgson** | | |
| **Telephone:** | **01229 889342** | **Mobile:** | |
| **Email:** | **longlands@holker.co.uk** | | |

## Caravan Owner(s) (referred to as "you/your" throughout this Licence Agreement)

| | | | |
|---|---|---|---|
| **Name(s):** | | | |
| **Address:**<br>Under this Licence Agreement, you are not allowed to live in the Caravan as your only or main residential home. You can only use the Caravan for holidays and recreational purposes. The 'Frequently Asked Questions' at the end of this Licence Agreement explain what we mean by this. In the space below, you must give us your only or main residential address. We will send all correspondence relating to the Caravan to the address you give us. If we ask, you must provide us with documents that show that you live at the address given below**.** | | | |
| | | | |
| **Telephone day:** | | **Telephone evening:** | |
| **Mobile:** | | **Email:** | |
| **Name of the finance provider (if applicable) that may be the legal owner of the Caravan:** | | | |

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| **You confirm your understanding and agreement.** | *Initials* |

## Caravan details

| | | | |
|---|---|---|---|
| **Make:** | | **Model type:** | |
| **Serial number:** | | | |
| **Maximum sleeping capacity:** | (Persons) | **Model year and year of manufacture, if different:** | |
| **Specification:** | **EN 1647** ☑ **BS 3632** ☐ **Other:** | | |
| **Location on Park:** | | | |

## Pitch Fee

| | | | |
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| **Annual Pitch Fee:** | **£** including VAT where charged | **Payment Date:** | **1st March** |

| | | |
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| **Pitch Fee year:** | **Starts:** **1st March** | **Ends:** **28th February** |
| **Review Date – the Pitch Fee may change each year on:** | **1st November** | |
| **The next Pitch Fee Review Date will be:** | **1st November 2024** | |

**We may change the Pitch Fee each year on the Review Date shown above. We must give you one month's notice and tell you the reason(s) for the change. Please see clause 8 of the Licence Agreement for more details.**

| | | | |
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| **Pitch Fee due for current year:** | **£** including VAT where charged | **Current year's Pitch Fee due on:** | **1st March 2024** |

## Rates (Local authority)

| | | | |
|---|---|---|---|
| **Current annual Rates for Caravan:** | **£** including VAT where charged | | |
| **Rates due for current year (apportioned):** | **£** including VAT where charged | **Current year's Rates due on:** | **1st May 2024** |

**The Rates are reviewed each year and will change.**

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| **You confirm your understanding and agreement.** | *Initials* |

## Authorised means of payment

Any payment due to us under this Agreement may be made:

☑ By bank transfer using the following details:
Sort code: 40-51-62
Account number: 62976675
Account name: Holker Estates Company Limited

Reference: [ ]

☑ By debit card payment in person at the Park office or by phone.

☑ By cheque at the Park office.

☑ By credit card payment in person at the Park office or by phone. We accept the following cards:

MasterCard
Visa

☐ By the following further options, if any:

_____
_____
_____

## Complaints

We want you to enjoy your Caravan and your time on the Park. If you have any complaint relating to this Licence Agreement, we encourage you to discuss it with us. Please refer to:

| | | | |
|---|---|---|---|
| **Name/Job title:** | **Alexander J Hodgson** | **Telephone:** | **01229 889342** |
| | **Commercial Manager** | **Email:** | **longlands@holker.co.uk** |

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|---|---|
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# Summary of some important terms of this Agreement

<table>
<tr><td colspan="4">Agreement Period:</td></tr>
<tr><td colspan="2">Starts:</td><td colspan="2">Ends:</td></tr>
<tr><td colspan="2">The date when you may first use your Caravan.</td><td colspan="2">The date when your Agreement expires.</td></tr>
<tr><td colspan="4">This means that once the Agreement Period has expired, you must arrange with us for the Caravan to be removed from the Park unless you and we enter into a new agreement. Neither you nor we have to enter into a new Licence Agreement.</td></tr>
<tr><td colspan="2">Pitch Fee:</td><td colspan="2">You must pay the Pitch Fee by the Payment Date. The Pitch Fee will change each year as we review it following the procedure in clause 8 of this Licence Agreement.</td></tr>
<tr><td colspan="2">Rate of Transfer Fee paid by you to us when you sell your Caravan privately on the Pitch:</td><td colspan="2">15% of resale price achieved plus VAT where charged.<br><br>“Resale price” refers to the total price paid by your buyer. This includes their payment for the Caravan and any fixtures, fittings or property on the Pitch included in the sale and for the right to be issued with a new Licence Agreement under clause 6.2.7.</td></tr>
<tr><td colspan="2">Right to replace Caravan:</td><td colspan="2">Your right to replace the Caravan under this Agreement on the Pitch is limited to replacement only following destruction by fire, natural disaster or other similar occurrence.</td></tr>
<tr><td colspan="2">No use as an only or main residence:</td><td colspan="2">You can only use the Caravan for holiday and recreational purposes. You must not use the Caravan as your only or main residential home. Please see the Frequently Asked Questions at the end of this Licence Agreement for further explanation of what we mean by this. If you do use the Caravan as your only or main home, then you will be breaking the terms of this Licence Agreement. Your obligations are set out in clause 4.2 of the Licence Agreement and the consequences of breaking them are set out in clauses 11.1 and 11.2.</td></tr>
<tr><td colspan="2">You are entitled to use the Caravan each year:</td><td>From:<br><br>1st March</td><td>To:<br><br>15th January</td></tr>
<tr><td colspan="2">Park Rules:</td><td colspan="2">You must comply with the Park Rules (copy attached).</td></tr>
<tr><td colspan="2">Insurance:</td><td colspan="2">You must insure the Caravan at your own expense in accordance with clauses 4.5 and 4.6 of the Licence Agreement. Your insurance must cover all the specified risks and the minimum values.<br><br>Clauses 4.5.6 and 4.5.7 give either New-for-Old or Market Value insurance options. The option below applies to this Agreement:</td></tr>
<tr><td></td><td>New-for-Old Option<br>☑</td><td colspan="2">Market Value Option<br>☑</td></tr>
<tr><td rowspan="3">Hiring out the Caravan (for holiday and recreational use only):</td><td>☐ Is permitted.</td><td colspan="2">☑ Is not permitted.</td></tr>
<tr><td colspan="3">Where Hiring out the Caravan is permitted for holiday and recreational use only, it is subject to a separate agreement between us and you and will be on the following basis:</td></tr>
<tr><td>☐ Voluntary.<br>Voluntary means that it is up to you whether you Hire out the Caravan and how you undertake the Hiring out.</td><td>☐ Voluntary and must be undertaken exclusively through us.</td><td>☐ Compulsory and must be undertaken exclusively through us. Compulsory means that you must make the Caravan available to us for Hiring out at the times we specify.</td></tr>
</table>

| **You confirm your understanding and agreement.** | *Initials* |
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## Pitch Services

| | Available with payment included within the Pitch Fee | Available at additional charge. For any additional service we will charge a reasonable fee which will include a profit element or administration charge. However, we will never charge you more than the law allows. For example, we will charge for electricity in accordance with the Ofgem Maximum Resale Price Provisions – Decision document 2002 (07/02) or any law which replaces this. | Not available |
|---|---|---|---|
| Water | ☐ | ☑ Rates | ☐ |
| Electricity | ☐ | ☑ | ☐ |
| Gas | ☐ | ☑ | ☐ |
| Grounds maintenance | ☑ | ☐ | ☐ |
| Sewerage | ☐ | ☑Rates | ☐ |
| Waste management | ☐ | ☑ Rates | ☐ |
| Wi-Fi | ☐ | ☑ | ☐ |
| TV Connection | ☐ | ☑ | ☐ |
| | ☐ | ☐ | ☐ |

## Personal data

Any personal data you give to us will be processed in accordance with the law.

By entering into this Licence Agreement, you agree we may use the information for any purpose related to this Agreement, including providing you with information about the Park. To help us do this, we may share it with an associated business or with third parties if they do work for us or if the law requires us to do so.

Please tick here if you would also like us to contact you with information about goods and services, which we feel, may be of interest to you.

☐ Email
☐ Telephone
☐ SMS/text message

You may ask us to stop contacting you with this information at any time.

We will not supply the data to third parties for them to use in their marketing without your further permission.

We will only retain your data whilst we still need it. Please ask us if you would like further information about how long we will keep your data.

If you have any concerns about your personal data, please speak to us and if necessary use the complaints procedure set out in this Agreement. You also have the right to complain to the Information Commissioner (https://ico.org.uk).

| **You confirm your understanding and agreement.** | *Initials* |
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HOLKER ESTATE
HOLIDAY PARKS

# 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 for which this Agreement lasts, shown as the Agreement Period in Part I.

1.2 **"Caravan"** means the caravan holiday home described in Part I.

1.3 **"Family Member"** means your spouse, civil partner, parent, grandparent, child, grandchild, brother or sister, the spouse of any of those persons and treating the stepchild of any person as his/her child.

1.4 **"Hire/Hiring out"** means letting people other than you use the Caravan for holidays and recreational purposes in return for payment (whether in cash or in kind).

1.5 **"Independent Surveyor"** means the surveyor appointed under clause 17 of this Licence Agreement for the purpose of determining any dispute under clauses 8 or 9.5 or for the purpose of assessing the value of the Caravan under clause 13.

1.6 **"Inflation"** means the movement of the General Index of Retail Prices published by the Office for National Statistics starting from the date of this Agreement. The expression is referred to in the following provisions of this Agreement:

- The issue of a charge for noting insurance policy details under clause 4.7;
- 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 then we agree to do so, acting reasonably, by some other index having a similar purpose published by a public body.

1.7 **"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.

1.8 **"Pitch"** does not include any part of the Park except that on which the Caravan stands.

1.9 **"Pitch Services"** means the services that we provide for you and which are listed in Part I.

1.10 **"Review Date"** means the day set out in Part I on which we may change the Pitch Fee under clause 8 of this Licence Agreement, subject to giving you one month's notice and telling you the reason(s) for the change.

1.11 **"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.

1.12 **"Transfer Fee"** means the payment 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

| **You confirm your understanding and agreement.** | *Initials* |
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the procedure we and you must follow if you decide to sell the Caravan. The rate of Transfer Fee is specified in the Summary of Important Terms on page 13.

1.13 **"We/our/us"** means the Park Owner described in Part I.

1.14 **"Working Days"** means Monday, Tuesday, Wednesday, Thursday and Friday, unless these are Bank Holidays.

1.15 **"You/your"** means the Caravan Owner(s) described in Part I. Where there is more than one person described as the Caravan Owner in this Licence Agreement, each is fully responsible for the obligations under this Licence Agreement.

1.16 References to taxes and laws are references to them as extended, amended or replaced from time to time.

## 2 Permission to keep the Caravan on the Pitch

2.1 We allow 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 of each year shown in Part I, provided you comply with your obligations in this Licence Agreement.

2.2 This Licence Agreement is personal to you and you cannot assign or transfer it to any other person. However, clauses 6 and 7 of this Agreement give you rights to transfer ownership of the Caravan on the Pitch.

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 for which you are insured. Your insurer will then be entitled to arrange for us to site a replacement caravan of a similar type and size as the Caravan.

## 3 Our general obligations

We agree that:

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 development or for other reasons beyond our control such as interruptions in the supply of services to us.

3.2 We will insure the Park against usual third-party risks to a minimum of £5,000,000 per claim. We will review the minimum sum insured on every fifth Review Date and increase it from the following 1 January if we reasonably consider the current minimum sum insured to be insufficient.

3.3 We will charge for utilities in accordance with the requirements of the law and any relevant utility regulator. Our reasonable charges will include a profit element or administration charge. However, we will never charge you more than the law allows. For example, electricity will be recharged in accordance with the Ofgem Maximum Resale Price Provisions – Decision document 2002 (07/02) or any law which replaces this.

## 4 Your general obligations

You agree that you will:

4.1 **Keep to the terms of this Licence Agreement and the Park Rules.**

4.2 **Use the Caravan only for holiday and recreational purposes**. You must not use the Caravan as your only or main residence. If we ask you to do so, you must give us satisfactory

| **You confirm your understanding and agreement.** | *Initials* |
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proof that your only or main residence is at the address registered with us as set out in Part I of this Licence Agreement or another permanent address that you may tell us from time to time. Satisfactory proof means a document such as a Council Tax bill, utility bill (sent to you at the address stated, not printed by you) or driving licence in your name. You will tell us promptly in writing if you change your only or main address or contact details.

4.3 **Pay the Pitch Fee and other charges due** to us on the days set out in Part I. Payment is due to us by any of the payment means authorised by Part 1 of this Agreement.

4.4 **Pay to us interest** at 3% per annum over the published base rate of Barclays Bank plc from time to time (in Northern Ireland, the Ulster Bank) on any undisputed sums overdue from the due date to the date we actually receive such amounts from you, both before and after any judgment that we may obtain against you.

4.5 **Insure the Caravan at your own expense** against standard property damage insurable perils (including loss) and in addition cover for:

4.5.1 Accidental damage to underground service pipes and cables for which you are responsible;

4.5.2 Subsidence, heave or landslip of the site on which the Caravan stands;

4.5.3 Architects, surveyors, legal and other fees to rebuild or repair the Caravan;

4.5.4 Costs of removing debris, demolishing, propping up or supporting parts which have been damaged; and

4.5.5 Costs incurred in the delivery and/or resiting of any structure at the insured premises.

4.5.6 Where Part 1 of this Agreement specifies that the New-for-Old Option applies, the sum insured for loss of or damage to the Caravan shall include the following:

4.5.6.1 The retail price on the Park of a new caravan of a similar type and size to the Caravan;

4.5.6.2 The cost of replacing any existing ancillary structures (for example steps);

4.5.6.3 The cost of clearing wreckage from the Pitch and disposing of the Caravan; and

4.5.6.4 The cost of delivery, siting and connecting the new caravan (if not included in the retail price).

4.5.7 Where Part 1 of this Agreement specifies that the Market Value Option applies, the sum insured for loss or damage to the Caravan from time to time shall not be less than the price which a willing buyer would pay you for the Caravan without the benefit of this Licence Agreement.

4.6 **To insure at your own expense against Property Owners' Liability (including liability to any third parties employed to work in the Caravan) and Public Liability**. The sum insured for these liabilities shall not be less than £5,000,000. We will review the minimum sum insured on every fifth Review Date and may require you to increase it from the following 1 January if we reasonably consider the current minimum sum insured to be insufficient. Clauses 17.2, 17.3, 17.4 and 17.5 of this Licence Agreement explain your options if you do not agree with any increase.

| **You confirm your understanding and agreement.** | *Initials* |
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4.7 **Unless you purchase an insurance product promoted or introduced by us, you agree to provide proof of insurance by providing us with a copy of your insurance details each year. Where proof of insurance is required, you agree to pay our annual fee of £35 plus VAT to check you have complied with your obligation to arrange insurance**. This fee is to change each year in line with Inflation up to the previous Review Date. We are not insurance experts and check only the name of the insured, period of cover and the sums insured. We assume no duty to you to check you have insured against the correct risks.

4.8 **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. In particular, to make sure all gas appliances are checked every 12 months by a Gas Safe (or successor body) registered engineer.

4.9 **Not to do or fail to do anything which might put us in breach of any condition of the Site Licence**, which is always available on the Park in a conspicuous place. For example, the conditions of the Site Licence which are likely to affect you include 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.

4.10 **To comply with all statutory requirements (including any relevant planning permissions)** in relation to the Caravan and its installations and furnishings.

4.11 **Not to carry out any building works at the Park or to erect any extension to the Caravan.** If the Park Rules allow, you can erect a hut, fence, structure, TV aerial or clothes line and/or connect any services or utilities to the Caravan, subject to our prior written permission. We will only refuse our consent to such works if we think that we have a good reason to do so. If we refuse consent, we will tell you our reason(s). Clauses 17.2, 17.3, 17.4 and 17.5 of this Licence Agreement explain your options if you do not agree.

4.12 **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 14 days before the contractors start work (or in the case of emergency, as much notice as possible).

4.13 **To permit us to remove the Caravan from the Pitch** in accordance with the rights we have under clauses 9, 11 and 13 of this Licence Agreement, disconnecting as necessary. To maintain standards on the Park and to prevent damage to the Park and its installations, any work in disconnecting, de-siting or removing the Caravan from the Pitch (even after termination of this Licence Agreement) or in siting it on another pitch must be done by us or by our contractor(s). However, where appropriate, you may then instruct another contractor to remove the Caravan from the Park. You agree to pay us for disconnecting and removing the Caravan from the Pitch or for moving the Caravan 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 having the work carried out by an appropriately competent and suitably qualified and experienced independent contractor(s) and in accordance with industry guidance. We will provide you with a written quotation for any work in disconnecting, de-siting or removing the Caravan from the Pitch. 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 an appropriately competent and experienced independent contractor(s) and in accordance with industry guidance, we will charge you no more than your quotation for the work.

4.14 **To use the Caravan only during the period of year indicated in Part I of this Licence Agreement.**

| **You confirm your understanding and agreement.** | *Initials* |
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## 5 Behaviour standards

By entering into this Licence Agreement, you agree to, and you must make sure that all people who use or visit the Caravan (including, in each case, children in their party) keep to, the following standards of behaviour:

5.1 To act in a courteous and considerate manner towards us, our staff and anyone visiting, using or working on the Caravan and/or the Park including other customers.

5.2 To supervise children so that they are not a nuisance or danger to themselves or other people using the Caravan and/or the Park.

5.3 Not to:

5.3.1 Commit any criminal offence (whether or not on the Park or in its vicinity) which causes your name to be entered on the Violent and Sex Offender Register or causes you to be subject to a Risk of Sexual Harm Order or Child Abduction Warning Notice (or any register, order or notice succeeding these);

5.3.2 Use the Caravan in connection with any criminal activity or commit any other criminal offence (i.e. any offence not already subject to clause 5.3.1) at the Caravan, the Park or in its vicinity;

5.3.3 Commit any acts of vandalism or nuisance at the Caravan or on the Park;

5.3.4 Use fireworks at the Caravan or on the Park;

5.3.5 Keep or carry any firearm or any other weapon at the Caravan or on the Park;

5.3.6 Keep or use any unlawful drugs at the Caravan or on the Park;

5.3.7 Create undue noise or disturbance or commit antisocial behaviour at the Caravan or on the Park;

5.3.8 Carry on any trade or business from the Caravan or at the Park;

5.3.9 Permit anyone who is to your knowledge on the Violent and Sex Offender Register or subject to a Risk of Sexual Harm Order or a Child Abduction Warning Notice (or any register, order or notice succeeding these) to use or visit the Caravan.

5.4 You agree that if you or any of your Family Members or visitors or guests whom you have invited to the Park or to the Caravan break the behaviour standards listed above then we may terminate 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 If you want to sell the Caravan you can do so:

6.1.1 To us but only if we agree.

6.1.2 On the Pitch to a buyer approved by us in accordance with the provisions of clause 6.2.

| **You confirm your understanding and agreement.** | *Initials* |
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6.1.3 On the basis that it is removed off the Park so long as you arrange the removal of the Caravan through us and pay our charges for disconnecting, de-siting and removing the Caravan from the Pitch in accordance with clause 4.13 above.

6.2 If you want to sell the Caravan on the Pitch then the following will apply:

6.2.1 You must write and tell us that you are putting the Caravan on the market for sale while it remains on the Park. If at any time you change your mind and decide not to sell the Caravan, then you must tell us as soon as you can. You must tell us whether the Caravan is subject to finance and, if it is, give us the name of the finance company and the reference number of the finance agreement.

6.2.2 You must arrange all relevant safety checks by competent contractors, for example for gas and electrical installations, to ensure the safety of the Caravan and produce the certificates to us on request.

6.2.3 It is your responsibility to market the Caravan for sale (privately or through an agent) and to find a buyer for the Caravan.

6.2.4 You agree to write to us telling us the price at which you intend to sell the Caravan to your buyer. We are entitled to buy the Caravan from you, without charging you any Transfer Fee, during the five Working 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. (This means that we will not charge you the Transfer Fee.) We shall send you the payment for the Caravan within five Working Days after sending you notification of our decision to purchase the Caravan or your providing vacant possession to us, whichever is the later.

6.2.5 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 reasonable enquiries. You must tell us the name and address of your prospective buyer for the Caravan. We will make such enquiries as we usually make on any sale by us of a caravan and are reasonable. These are likely to relate to credit status and to ability to comply with the behaviour standards in clause 5 of this Agreement. We may require a credit reference check and up to three references. We may ask to meet with your buyer in person. We may also take into account any information available on the internet including social media or which is provided to us by any third party including but not limited to other customers. 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 we do so, we will tell you our reason(s). Clauses 17.2, 17.3, 17.4 and 17.5 of this Licence Agreement explain your options if you do not agree.

6.2.6 The transaction must be conducted through our office and you appoint us to act for you for that purpose. We will receive all purchase moneys from your buyer and will promptly pay and account to you for the same, within five Working Days of us receiving cleared funds subject to discharging any finance outstanding on the Caravan of which you have notified us in writing and payment to us of the Transfer Fee, VAT where charged and any other undisputed sums which you may owe us at the date of completion.

6.2.7 Where we have approved your buyer and the sale has been transacted, we will give him/her a new 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. The benefit of any payment made in relation to the Pitch

| **You confirm your understanding and agreement.** | *Initials* |
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Fee and charges made under this Licence Agreement will be transferred to the new agreement.

6.2.8 Before we issue the new agreement to your buyer we will charge you a Transfer Fee at the percentage rate (plus VAT where charged) stated in Part I of this Licence Agreement of the price paid for the Caravan, unless we are proven to be in serious breach of our obligations under this Licence Agreement.

6.2.9 Apart from the Transfer Fee, 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 representative(s) after your death.

## 7 Giving the Caravan away

7.1 You have the right to make a gift of the Caravan during your lifetime or on your death (either by leaving the Caravan in your will or as the result of the operation of the law relating to intestacy). However, only a proven Family Member, approved by us under clause 7.2, would be entitled to keep the Caravan on the Park.

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 Park, provided that:

7.2.1 The Family Member permits us to seek suitable references and to carry out appropriate enquiries;

7.2.2 S/he attends a meeting with us should we require one; and

7.2.3 Following reasonable enquiries under clause 7.3 below, 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 contains no less favourable terms to the Family Member as this Licence Agreement gives to you, without charge. The benefit of any payment made in relation to the Pitch Fee and charges made under the previous Licence Agreement will be transferred to the new Licence Agreement.

7.3 We will make such enquiries as we usually make on any sale by us of a caravan and are reasonable. These are likely to relate to credit status and their ability to comply with the behaviour standards in clause 5 of this Agreement. We may require a credit reference check and up to three references. We may ask to meet with the Family Member in person. We may also take into account any information available on the internet including social media or which is provided to us by any third party including but not limited to other customers. 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 Family Member on reasonable grounds. If we do so, we will tell you our reason(s). Clauses 17.2, 17.3, 17.4 and 17.5 of this Licence Agreement explain your options if you do not agree.

7.4 The rights contained in this clause 7 do not affect the right of your personal representative(s) 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).

| **You confirm your understanding and agreement.** | *Initials* |
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## 8 Review of Pitch Fees

8.1 With effect from each Review Date, we will review the Pitch Fee and may change the amount. We must give you at least one month's notice in writing of a proposed change in the Pitch Fee.

8.2 We will give you a written explanation of the reason(s) for any increase which is proposed.

8.3 The proposed change in the Pitch Fee will become payable with effect from the Review Date unless not less than 33% of the owners of caravans affected by a proposed change in the Pitch Fee write to us objecting to the proposal within 28 days. If that happens, then you and we shall take the following steps:

8.3.1 Until the reviewed Pitch Fee is determined, you will continue to pay the Pitch 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 Pitch Fees have been paid and the reviewed rate within 28 days after the reviewed Pitch Fee has been determined.

8.4 When we review the Pitch Fee we may take into account the following factors:

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 Clauses 17.2, 17.3, 17.4 and 17.5 of this Licence Agreement apply in the event of dispute over a proposed increase in the Pitch Fee which we are not able to agree between us.

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 Pitch Fee, we will reduce the Pitch 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, 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.

9.2 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 or other utility company, we will give you as much notice as we can. If we have to disconnect and move the Caravan for any other reason, we will give you at least one month's notice in writing.

9.3 We will ensure that any temporary move to an alternative pitch of similar quality will be as short as reasonably practicable.

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9.4 We will be responsible for all reasonable costs incurred in disconnecting and moving the Caravan.

9.5 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.

9.6 We will always reconnect the Caravan after we have moved it.

9.7 Clauses 17.2,17.3,17.4 and 17.5 of this Licence Agreement explain your options if there is any dispute arising under clause 9.5 above about the standard of the original or alternative pitches.

## 10 Termination of the Licence Agreement

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

10.1 Because the Agreement Period has come to an end.

10.2 By the sale or gift of the Caravan or by you losing ownership of it.

10.3 By us terminating it because you have broken your obligations under this Licence Agreement.

10.4 By you giving us notice in writing of your wish to end it.

## 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 may 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 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 (for example, a failure to comply with the behaviour standards in clause 5 which has not caused a breakdown in the relationship between you and us or a failure to repair the Caravan (clause 4.8) or to pay Pitch Fees promptly (clause 4.3)), we may write giving you warning, specifying the breach and asking you to remedy the breach within a reasonable and specified time. 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 you and us, we are entitled to write to you to end this Licence Agreement and to require you to make arrangements with us for the removal of the Caravan from the Park within one month.

## 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 one month's notice.

12.2 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.

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12.3 You may also give us a lesser period of notice if you decide not to replace your Caravan on the Pitch following a total loss for which you are insured under clause 4.5. Again you 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. You must comply with clause 4.13 in doing so.

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13.2 Payment of our costs in the disconnection or removal of the Caravan from the Pitch will not be sought if we are proven to be in serious breach of our obligations under this Agreement.

13.3 If following termination of this Licence Agreement you fail to arrange the disconnection and removal of the Caravan through us, we are entitled to disconnect and remove it ourselves after giving you not less than 14 days' notice in writing of our intention to do so. If the Independent Surveyor confirms to us that the Caravan is not capable of selling for a sum sufficient to cover the costs of removal and sale, then you authorise us to dispose of the Caravan as we see fit and you will repay to us the costs we incur (acting reasonably) in the removal and disposal of the Caravan.

13.4 Otherwise we may, on not less than one month's written notice to you, sell the Caravan at the best price reasonably achievable in the circumstances.

13.5 We may charge you reasonable storage fees from the date this Licence Agreement ends until the date the Caravan is removed from the Park.

13.6 Where we sell the Caravan, we will account to you for the sale proceeds we receive less (a) our reasonable costs of storage under clause 13.5, (b) our reasonable costs of disconnection, removal and disposal or sale and (c) any other undisputed sum due from you to us.

13.7 Where you have terminated this Licence Agreement, we will repay to you, at least on the scale set out below, any Pitch 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.

| **Months since due payment** | **Percentage refund due** |
|---|---|
| Up to 1 | 80% |
| 1 to 2 | 70% |
| 2 to 3 | 60% |
| 3 to 4 | 50% |
| After 30th June each year | No refund |

The scale of percentage refund payments set out above does not prejudice any further action either party may take against the other if there has been any breach of obligations under this Agreement.

13.8 Where we end this Licence Agreement, we will repay to you in full on the same scale set out in the table in clause 13.7.

13.9 We have the right to retain the Caravan until you have paid any undisputed sum due to us on termination of this Agreement.

| **You confirm your understanding and agreement.** | *Initials* |
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## 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, local authority requirements, and/or changes in law or regulations or in the interpretation of law and regulations imposed upon us, in which case we will notify you in writing to your current address.

14.2 Any changes made to the Park Rules after the signing of this Licence Agreement may affect you because you will be required to comply with the changed Park Rules, but 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:
- whether or not you are allowed to Hire out the Caravan on a voluntary or a compulsory basis
- and if so, whether you must Hire out the Caravan exclusively through our agency.

15.2 If Hiring out is permitted, whether compulsorily or voluntarily, it will take place on the basis of a separate agreement between us.

## 16 Keys

16.1 We may hold a key to your Caravan.

16.2 We may use the key for any purpose you authorise, for example if you ask us to allow a visitor authorised by this Agreement to access the Caravan or to carry out agreed repairs.

16.3 We may also use the key in an emergency, such as an immediate concern for the health and safety of any person in the Caravan, to carry out urgent repairs or preventative work, or to check and secure the Caravan if it appears to be insecure.

16.4 We will take reasonable care of your key and when accessing the Caravan.

## 17 Complaints and disputes

In the event of a dispute that cannot be resolved between you and us, this Licence Agreement provides for disputes to be resolved by the following means:

17.1 If you have any complaint relating to this Licence Agreement we encourage you to discuss it with us. The contact to whom you should refer your complaint is given in Part I of this Licence Agreement.

17.2 We may refer questions arising under clauses 9 or 13.3 to an Independent Surveyor.

17.3 We may agree between us to refer any dispute to an arbitrator (or in Scotland, an arbiter).

17.4 We may agree to refer any dispute to an Alternative Dispute Resolution service. If we have not been able to resolve a dispute with you then we will give you details of any service we recommend, but this does not prevent you from suggesting another for us to consider.

17.5 The above are all alternatives to going to Court, but if you prefer to go to Court, this Licence Agreement does not in any way prevent you from doing so.

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## 18 Communications

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

Nothing in these conditions will reduce your statutory rights as a consumer. For further information about your statutory rights contact your local authority Trading Standards Department or Citizens Advice Bureau.

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| **You confirm your understanding and agreement.** | *Initials* |

# SIGNATURES

**This is a legally binding Agreement.**

**Before you sign, you should read each page carefully and initial against it to confirm your understanding and acceptance.**

**You will be bound by the Agreement once you sign below, so you should only do so if you fully understand and agree to its terms and conditions.**

**Please ask us before you sign:**

- If you do not fully understand any term;
- If you believe that you have agreed a term with us which is not recorded in this Agreement.

| **PARK OWNER (or representative):** | **CARAVAN OWNER(S) (all owners must sign):** |
|---|---|
| (*Signature*) | *(Signature/s)* |
| **ALLEN GIBB** | *(Name/s)* |

| **DATE OF AGREEMENT:** |
|---|
| |

**There should be two signed copies of this Licence Agreement: one kept by you and one kept by us.**

| **You confirm your understanding and agreement.** | *Initials* |
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## Frequently Asked Questions about holiday use

We are confident you will enjoy many happy holidays in your Caravan. This is a holiday park and it is important you consider what that means. The following questions and answers explain the holiday use requirement.

**Q. What can my Caravan be used for?**

A. Caravans at our Park can only be used for holiday purposes. This means the Caravan may not be someone's main residence. That is why we ask you about the address of your main residence and will continue to do so while you own the Caravan.

**Q. What is a holiday?**

A. A holiday is a period of recreation away from your main residence, during which no work is done.

**Q. How long can a holiday be?**

A. Individual circumstances vary. The point is that someone who is on holiday has their main residence elsewhere where they mainly live.

**Q. How frequently can I have a holiday?**

A. There is no limit to the number of holidays which can be taken in the Caravan provided that it is not used as someone's only or main place of residence.

**Q. Can I work locally, and my children go to local schools?**

A. No, as commuting to work or school from this Park would be taken as strongly indicating the Caravan is being used as someone's main residence.

**Q. Can I register with the doctor locally?**

A. Of course, people get ill on holiday and may use the local doctor as a temporary patient. It should not be necessary for someone with a main residence elsewhere to register with the doctor for holiday periods unless they have particular health requirements.

**Q. I am retired. Can I use the Caravan all the time?**

A. Being retired does not mean you are on holiday. The test is whether you have a main residence elsewhere.

**Q. My main residence is overseas. Does this count?**

A. Yes, but all the facts are relevant when deciding whether the overseas property or the Caravan is your main residence. These would include whether you own the overseas property or, if it is rented, then how long you have rented it for, how much time you spend in the Caravan and how much in the overseas property.

**Q. Can I run a business from the Caravan?**

A. Definitely not. This would not be consistent with holiday use. However, if someone wanted to keep in touch with their work or business whilst they are on holiday, for example, they could use a laptop, tablet or smartphone.

**Q. Can I have post delivered to the park?**

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A. We do not facilitate this. If post is delivered as a matter of course, this would indicate the Caravan is being used as an only or main place of residence.

**Q. Can I register for Council Tax in order to obtain Housing Benefit?**

A. No. Business Rates and not Council Tax are charged for Caravans. Paying Council Tax or receiving Housing Benefit to pay the Pitch Fees would be taken as strongly indicating the Caravan is being used as a main residence.

**Q. What happens if I break the holiday rule?**

A. Your Licence Agreement with us contains your undertaking to comply with the holiday rule. If you broke that we would ask you to stop doing so. If you were to fail to comply, we would be entitled to terminate the Licence Agreement and to ask you to remove the Caravan. The planning authority might also take action against you for breach of the holiday rule.

**Q. What happens if my circumstances change?**

A. Your Licence Agreement does not allow the Caravan to be used as a main residence, even on a temporary basis.

*Published by the British Holiday and Home Parks Association 2018*

| **You confirm your understanding and agreement.** | *Initials* |
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