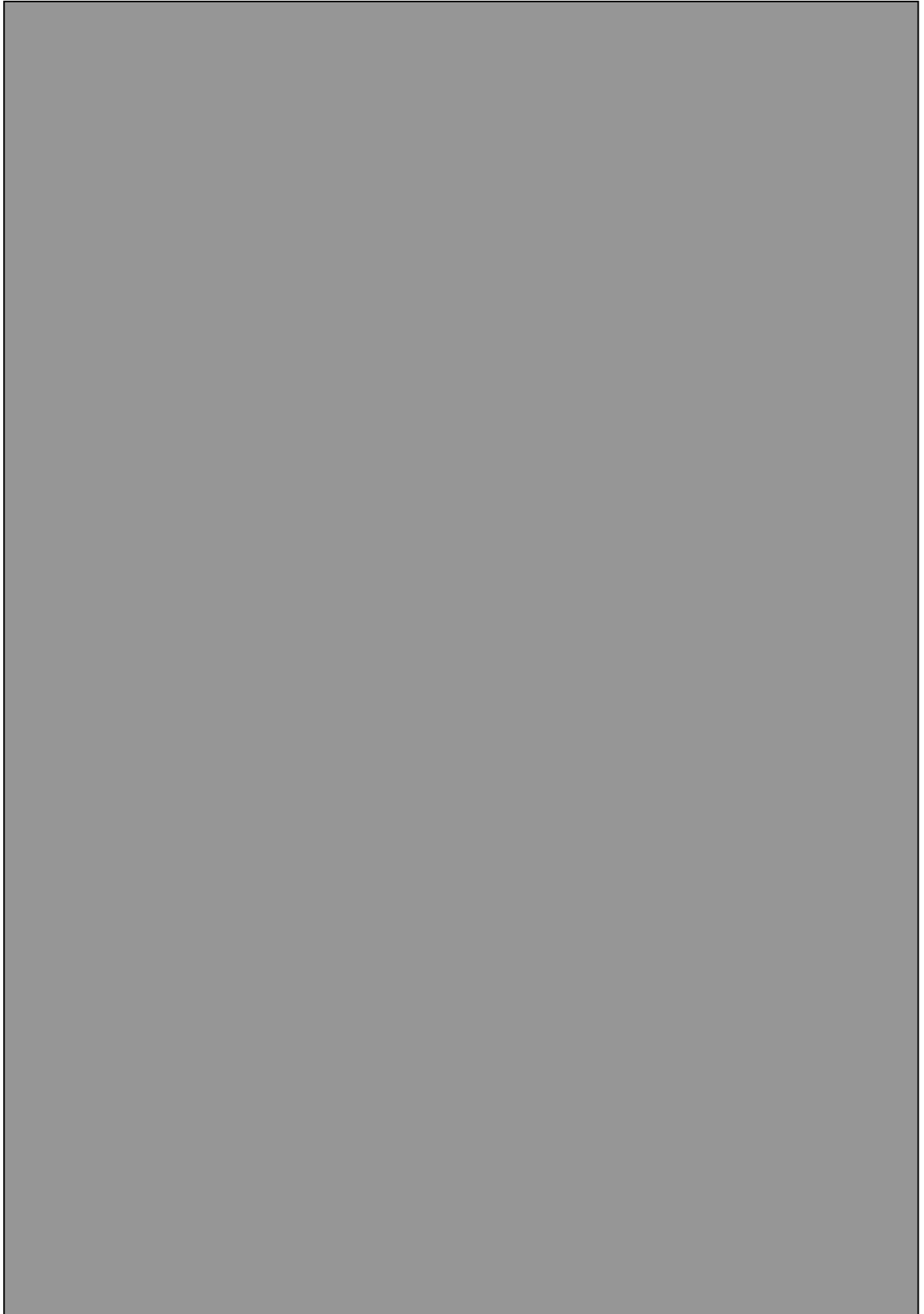


# LICENCE AGREEMENT FOR A CARAVAN HOLIDAY HOME

(UNDER THE CARAVANS ACT (NORTHERN IRELAND) 2011)



**LICENCE AGREEMENT FOR A HOLIDAY CARAVAN PITCH**  
**for a Caravan Holiday Home at**

**Northern Ireland**

**Part I: Particulars**

**PARK OWNER** (referred to as "we/us/our" throughout this Licence Agreement):

<b>BUSINESS NAME:</b>			
<b>ADDRESS:</b>			
<b>CONTACT:</b>			
<b>TELEPHONE DAY:</b>		<b>E-MAIL:</b>	
<b>MOBILE:</b>		<b>FAX:</b>	

(If different from business name, address and contact details above)

<b>PARK NAME:</b>	("the Park")		
<b>ADDRESS:</b>			
<b>CONTACT:</b>			
<b>TELEPHONE DAY:</b>		<b>E-MAIL:</b>	
<b>MOBILE:</b>		<b>FAX:</b>	

**CARAVAN OWNER** (referred to as "you/your" throughout this Licence Agreement):

<b>NAME/S :</b>			
<b>ADDRESS</b> <i>This Licence Agreement does not permit you to use the Caravan as a permanent residence. The address that you give below must be the only or main residence of the Caravan Owner/s to which all correspondence relating to the Caravan will be sent. You will be required to provide documentary evidence of residence at the address given:</i>			
<b>POST CODE:</b>		<b>EMAIL:</b>	
<b>TELEPHONE (DAY):</b>		<b>TELEPHONE (EVENING):</b>	
<b>MOBILE:</b>		<b>FAX:</b>	

**CARAVAN DETAILS:**

<b>MAKE:</b>		<b>MODEL TYPE:</b>	
<b>LENGTH:</b>		<b>WIDTH:</b>	
<b>MAXIMUM SLEEPING CAPACITY:</b>	<i>(number of persons)</i>		<b>YEAR OF MANUFACTURE:</b>
<b>LOCATION ON PARK:</b>		<b>PITCH NUMBER:</b>	

**PITCH FEE:**

<b>ANNUAL PITCH FEE :</b>	<b>£</b>	<b>PAYABLE ON:</b>	
	inc /ex VAT		<i>(Payment Date - dd/mm)</i>

<b>PITCH FEE YEAR:</b>	<b>Starts:</b>	<b>Ends:</b>	<b>THE PITCH FEE IS REVIEWED EACH YEAR ON:</b>	
	<i>(Start Date - dd/mm)</i>	<i>(End Date - dd/mm)</i>		<i>(Review Date - dd/mm)</i>
<b>THE NEXT PITCH FEE REVIEW DATE WILL BE:</b>		<i>(date - dd/mm/yyyy)</i>		

<b>PITCH FEE DUE FOR CURRENT YEAR (apportioned):</b>	<b>£</b>	<b>CURRENT YEAR'S PITCH FEE DUE ON:</b>	
	inc/ ex VAT		<i>(date - dd/mm/yyyy)</i>

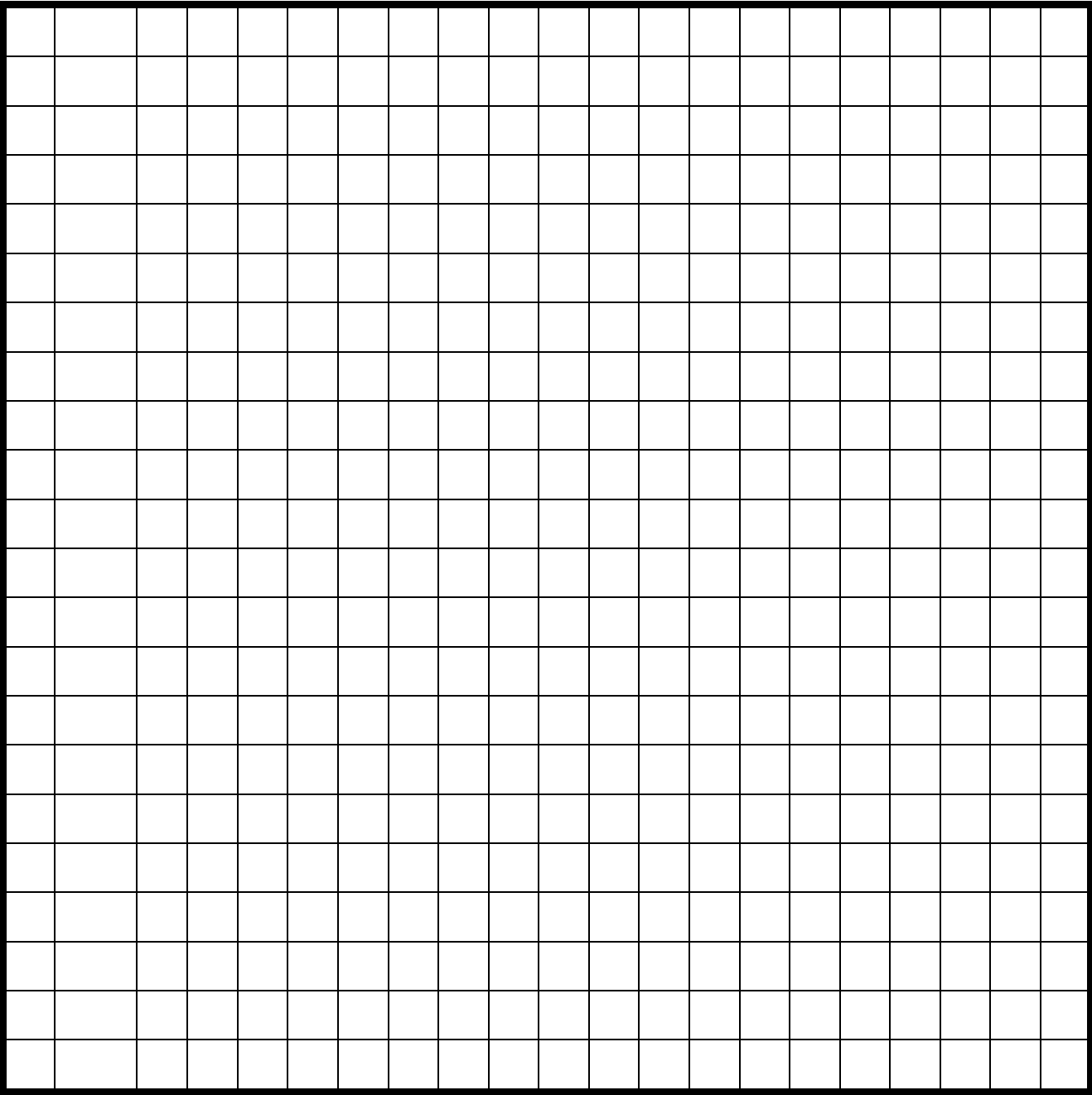
**RATES [local council]:**

<b>ANNUAL RATES :</b>	<b>£</b>	<b>THE RATES ARE REVIEWED EACH YEAR</b>	
<b>RATES DUE FOR CURRENT YEAR:</b>	<b>£</b>	<b>CURRENT YEAR'S RATES DUE ON:</b>	<i>(date - dd/mm/yyyy)</i>

## SUMMARY OF SOME IMPORTANT TERMS OF THIS LICENCE AGREEMENT:

AGREEMENT PERIOD			
STARTS*:		ENDS*:	
<i>(date – dd/mm/yyyy)</i>		<i>(date – dd/mm/yyyy)</i>	
<p><i>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 fresh agreement. There will be no obligation to enter into such an agreement on you or us.</i></p>			
<b>RATE OF COMMISSION PAYABLE TO US ON RESALE OF CARAVAN ON THE PITCH:</b>		_____ % of resale price achieved plus VAT	
<b>RIGHT TO REPLACE CARAVAN</b>		Your right to replace the Caravan under this Licence Agreement on the Pitch is limited to replacement only following destruction by fire, natural disaster or other similar occurrence.	
<b>NO USE AS A PERMANENT RESIDENCE</b>		The Caravan is for holiday and recreational use only. It would breach this Licence Agreement if the Caravan were used as a permanent residence. The consequences of breaching this Licence Agreement are set out in clause 4.2	
<b>YOU ARE ENTITLED TO USE THE CARAVAN EACH YEAR</b>		<b>FROM:</b>  <i>Date (dd/mm)</i>	<b>TO:</b>  <i>Date (dd/mm)</i>
<b>PARK RULES</b>		You must comply with the Park Rules (copy attached).	
<b>INSURANCE</b>		You must insure the Caravan in accordance with clause 4.5.	
<b>HIRING OUT THE CARAVAN</b>	<input type="checkbox"/> is permitted		<input type="checkbox"/> is not permitted
	<b>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:</b>		
	<input type="checkbox"/> voluntary	<input type="checkbox"/> voluntary and must be undertaken exclusively through us	<input type="checkbox"/> compulsory and must be undertaken exclusively through us

A sketch plan showing the location of the Pitch:



**PITCH SERVICES:**

	Available with payment included within the Pitch Fee	Available at additional charge	Not Available
Water	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Electricity	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Gas	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Grounds Maintenance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sewerage	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Land Drainage	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Waste Management	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(other service)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(other service)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**SIGNATURES:**

*Only sign this legally binding Licence Agreement if you have read it and fully understand its terms and conditions. Please discuss with us any terms you do not understand or do not wish to agree to, before signing.*

<b>PARK OWNER (or representative):</b>	<b>CARAVAN OWNER(S) [all parties must sign]:</b>
<i>(signature)</i>	<i>(signature/s)</i>
<i>(name)</i>	<i>(name/s)</i>
<b>DATE OF LICENCE AGREEMENT:</b>	
<i>Date (dd/mm/yyyy)</i>	
<b><i>There should be two signed copies of this Licence Agreement, one kept by you and one kept by us.</i></b>	

## Part II: Statutory Implied Terms

**This Part sets out the implied terms which the Caravans Act (Northern Ireland) 2011 automatically applies to this Licence Agreement.**

- (1) In any seasonal agreement there shall be implied the terms set out in subsections (3) and (4) (read with subsections (5) and (6)); and this subsection shall have effect notwithstanding any express term of the agreement.
- (2) If the owner fails to comply with those terms, the occupier may apply to the court for an order requiring the owner to comply with those terms.
- (3) The owner shall consult a qualifying occupiers' association, if there is one, about all matters which relate to the operation and management of, or improvements to, the caravan site which may affect the occupiers either directly or indirectly.
- (4) For the purposes of consultation the owner shall give the association at least 28 days' notice in writing of the matters referred to in subsection (3) which —
  - (a) describes the matters and how they may affect the occupiers either directly or indirectly in the long and short term; and
  - (b) states when and where the association can make representations about the matters.
- (5) For the purposes of subsection (3) an association is a qualifying occupiers' association in relation to a caravan site if—
  - (a) it is an association representing the occupiers of caravans on that site;
  - (b) at least 50% of the occupiers of the caravans on that site are members of the association;
  - (c) it is independent from the owner, who together with any agent or employee of the owner is excluded from membership;
  - (d) subject to paragraph (c), membership is open to all occupiers who own a caravan on that site;
  - (e) it maintains a list of members which is open to public inspection together with the rules and constitution of the association;
  - (f) it has a chairman, secretary and treasurer who are elected by and from among the members;
  - (g) with the exception of administrative decisions taken by the chairman, secretary and treasurer acting in their official capacities, decisions are taken by voting and there is only one vote for each caravan;
  - (h) the owner has acknowledged in writing to the secretary that the association is a qualifying occupiers' association or, in default of this, the court has so ordered.

- (6) When calculating the percentage of occupiers for the purpose of subsection (5)(b), each caravan shall be taken to have only one occupier and, in the event of there being more than one occupier of a caravan, its occupier is to be taken to be the occupier whose name first appears on the agreement.
- (7). In Part II of this Licence Agreement:
- 7.1 "Occupier" means the person who owns the Caravan, and whose details are given in Part I of this Licence Agreement (and referred to as "you/your" throughout the Express Terms (Part III) of this Licence Agreement)
- 7.2 "Owner" means the Park Owner whose details are given in Part I of this Licence Agreement (and referred to as "we/us/our" throughout the Express Terms (Part III) of this Licence Agreement).
- 7.3 "Qualifying Occupiers' Association" means an association of occupiers of caravans on the park which is at all times a qualifying occupiers' association within the meaning of section 9(5) of the Caravans Act (Northern Ireland) 2011.



## Part III: Express 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 "**Caravan**" means the caravan holiday home described in Part I.
- 1.3 "**Commission**" 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 the procedure which we and you must follow if you decide to sell the Caravan.
- 1.4 "**Due payment date**" is the Pitch Fee Payment Date mentioned in Part I of this Agreement.
- 1.5 "**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.
- 1.6 "**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).
- 1.7 "**Independent Surveyor**" means the surveyor appointed under clause 16 for the purpose of determining any dispute under clause 9 of this Licence Agreement or for the purpose of assessing the value of the Caravan under clause 13.
- 1.8 "**Inflation**" means the movement of the General Index of Retail Prices (RPI) published by the Statistics Board starting from the date of this Licence Agreement. The expression is referred to in the following provisions of this Licence Agreement:
- The issue of a charge for noting policy details under clause 4.5.3 or
  - The review of the annual pitch fee under clause 8.4; or
  - Calculating the sum due from you before we are entitled to retain the Caravan under clause 13.5.
- If it becomes impossible to measure Inflation by means of the RPI then we agree to do so by some other index having a similar purpose published by a public body.
- 1.9 "**Licence Agreement**" means a written statement of a "seasonal agreement" within the meaning of section 7(2) of the Caravans Act (Northern Ireland) 2011, and Part 2 of that Act shall apply to this Licence Agreement.
- 1.10 "**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.
- 1.11 "**Pitch**" does not include any part of the Park except that on which the Caravan stands.

- 1.12 "**Pitch Fee**" means the fee payable by you to us in respect of your use and occupation of the pitch, together with the pitch services (if any) as shown in Part I of this Licence Agreement
- 1.13 "**Pitch Services**" means the services which we provide for you and which are listed in Part I.
- 1.14 "**Review Date**" means the day set out in Part I on which the Pitch Fee is changed under clause 8 below.
- 1.15 "**Site Licence**" means the current caravan site licence applicable to the Park issued to us by the local council under section 3 of the Caravans (Northern Ireland) Act 1963 and other relevant statutes.
- 1.16 "**we/our/us**" means the Park Owner described in Part I.
- 1.17 "**Working Days**" means Monday, Tuesday, Wednesday, Thursday and Friday, unless these are Bank Holidays.
- 1.18 "**you/your**" means the Caravan Owner 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.

## **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 I.
- 2.2 This Licence Agreement is a "seasonal agreement" within the meaning of section 7(2) of the Caravans Act (Northern Ireland) 2011, and Part 2 of that Act shall apply to this Licence Agreement.
- 2.3 This Licence Agreement is personal to you and may not be assigned or transferred to any other person.
- 2.3.1 The Licence Agreement comes to an end when you sell or transfer the Caravan to anyone else including a Family Member.
- 2.3.2 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.

2.3.3 The benefits of any payment made in relation to the pitch fees and charges made under the previous Licence Agreement will be transferred to the new licence agreement.

2.4 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 or some similar occurrence. You will then be entitled to arrange for us to site on the Pitch a replacement caravan of a similar type and size as the Caravan.

### **3. Our Obligations**

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 £2,000,000 per claim.

### **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 utility bill or driving licence in your name. You agree to inform us in writing of any change in your permanent address.
- 4.3 To pay the Pitch Fee and other charges due to us on the days set out in Part I.
- 4.4 To pay to us interest at 4% per annum over base rate from time to time of a London or Northern Irish based clearing bank nominated by us 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 council 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.

4.5.1 The sum insured for loss of or damage to the Caravan shall include the following:

(a) the retail price on the park of a new caravan of a similar type and size to the Caravan

(b) the cost of replacing any existing ancillary structures (for example steps)

(c) the cost of clearing wreckage from the Pitch and disposing of the Caravan destroyed by fire, natural disaster, or other similar occurrence, and

(d) 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 £2,000,000.

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 and to pay us an annual fee of £35 plus VAT for verifying the level of cover, maintaining administrative records, copying and invoicing. This fee is to change each year in line with Inflation up to the previous Review Date.

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 (but not limited to), 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 remove the Caravan from the Pitch in accordance with the rights we have under clause 9, 11 and 13 of this Licence Agreement.
- 4.11 To arrange with us the removal of the Caravan from the Park following the expiry of the Agreement Period (for whatever reason) in accordance with clause 13.1. To maintain standards on the Park and to prevent damage to the Park and its installations, any work in de-siting 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 removing the Caravan from the Park 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 a 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 de-siting 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 an appropriately competent and experienced independent contractor(s) and in accordance with industry guidance, we will charge you no more than the independent 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 clause 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;
- 5.3.6 create undue noise or disturbance;
- 5.3.7 carry on any trade or business at the Park; or
- 5.3.8 permit anyone who is to your knowledge on the Sex Offenders Register compiled under the Sex Offenders Act 1997 to use or visit the Caravan.

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, or
- 6.1.2 On the Pitch to a buyer approved by us in accordance with the provisions of clause 6.2; or
- 6.1.3 Off the Park so long as you arrange the removal of the Caravan through us and pay our charges for de-siting and removing the Caravan from the Pitch in accordance with clause 4.11 above.

6.2 The procedure for selling the Caravan on the Pitch is 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 outstanding finance and if it is, to give us the name of the finance provider and the reference number of the finance agreement.
- 6.2.2 You will arrange all relevant safety checks by competent contractors, for example for gas and electrical installations to ensure the safety of the Caravan and you will produce the certificates to us on request.
- 6.2.3 You will market the Caravan and find a buyer.

- 6.2.4 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 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. We shall send you the payment for the Caravan within five Working Days after sending you notification of our decision to purchase of the Caravan.
- 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 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.
- 6.2.6 The transaction must be conducted through our office and you appoint us your agent for that purpose. 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 and any other sums properly owing to 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 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 those contained in this Licence Agreement.
- 6.2.8 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 Licence Agreement.
- 6.2.9 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 Park, provided that:

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

7.2.2 he 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.

## **8. Review of Pitch Fees**

8.1 On the Review Date we are entitled to change the Pitch Fee. We must give you at least one month's notice in writing before the Review Date of a change in the Pitch Fee.

8.2 We will give you a written explanation of the reasons for any increase which is proposed.

8.3 The proposed reviewed Pitch Fee will become payable with effect from the Review Date unless not less than 51% of the owners of caravans affected by a proposed increase 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; and

8.3.3 The question of the amount of the reviewed Pitch 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 Pitch 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; and
  - 8.4.5 Market rates for pitch fees.
- 8.5 Clause 16 below applies in the event of dispute over a proposed increase in the Pitch 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 Pitch Fee, we shall be obliged to 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 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 Site Licence condition or for access to an area of the Park which cannot reasonably be gained by any other route.
- 9.2.1 We are allowed to move the Caravan for the purposes of redevelopment and/or maintenance of the Park and when this happens we will give you at least 28 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.
  - 9.2.2 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.
- 9.3 We will be responsible for all reasonable costs incurred in moving the Caravan.
- 9.4 Following the 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.

- 9.5 Any dispute arising under clause 9.4 above as to the pleasantness of the alternative pitch or the question whether the original Pitch is of similar quality by reason of the development may be referred to the Independent Surveyor under clause 16 of this Licence Agreement. This does not restrict your right to seek dispute resolution through the courts.

## **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; or
- 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 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.
- 11.2 If you are in breach of any of your obligations under this Licence Agreement which **is** capable of being remedied (for example such as a failure to comply with the behaviour standards in clause 5 or a failure to repair the Caravan (clause 4.6) 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 us, we are entitled to write to you to end the Licence Agreement and to require you to make arrangements with us for the removal the Caravan from the Park within 28 days.

## **12. When you may terminate this Licence Agreement**

- 12.1 You are entitled to bring this Licence Agreement to an end by writing to us giving us not less than two months' 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 this Licence Agreement

- 13.1 You will arrange with us for the 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 de-siting 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 movement or de-siting of the Caravan will not be sought if we are proven to be in serious breach of our obligations under this Licence Agreement.
- 13.2 If following termination of the Licence Agreement you fail to arrange the removal of the Caravan through us, we are entitled to 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 removal and disposal of the Caravan.
- 13.3 Where you terminate 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. Where the number of months since the payment date to the end of the month of termination is:

	<b>Months since Due Payment Date</b>	<b>Percentage refund due</b>
A	Up to 1	80%
B	1 to 2	70%
C	2 to 3	60%
D	3 to 4	50%
E	4 to 5	40%
F	5 to 6	30%
G	6 to 7	20%
H	7 to 8	10%
I	8 to 9 or after 30 <sup>th</sup> June each year	No refund

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 Licence Agreement.

- 13.4. Where we end the Licence Agreement, we will repay to you on the same scale and basis set out in the table 13.3 in full.
- 13.5 We have the right to retain the Caravan until you have paid any undisputed sum due to us on termination of this Licence Agreement.

## **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 made after the signing of this Licence Agreement will not affect anything to which you are entitled under this Licence Agreement.

## **15. Hiring out the Caravan**

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 whether you must hire out the Caravan exclusively through our agency.

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, this Licence Agreement provides for disputes to be resolved by the following means:
- 16.1.1 We may agree between us to refer any dispute to an arbitrator 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 or clause 13.2 to an Independent Surveyor

## **17. 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.

## **18. Statutory Rights**

Nothing in these conditions will reduce your statutory rights relating to faulty or misdescribed goods. For further information about your statutory rights contact your local Council Trading Standards Department or Citizens' Advice Bureau.

**Enclosed: Park Rules**



*Published by The NCC Limited and British Holiday and Park Homes Association*

This model contract text may be reproduced free of charge in any format or medium by members of The NCC and the British Holiday & Home Parks Association

Licence Agreement (Reinstatement: New for Old)

*July 2011*