

Combined Purchase and Licence Agreement

for a holiday caravan/lodge at:

Purchase Agreement

for a holiday caravan/lodge to be sited at:

Seller (Park Owner) (referred to as “we/us/our” throughout this Purchase Agreement):

Business Name: _____
Address: _____

Contact: _____
Telephone Day: _____ **Email:** _____
Mobile: _____

Please complete the following section if any details are different from business name, address and contact details shown above

Park Name: _____
Address: _____

Contact: _____
Telephone Day: _____ **Email:** _____
Mobile: _____

Buyer (referred to as “you/your” throughout this Purchase Agreement):

Name/s: _____
Address: *This Agreement does **not permit use of the caravan as a permanent residence. It is for holiday and recreational use only.** The address that you give below must be the only or main residence of the holiday caravan/lodge owner/s and will be used to send information by post relating to the holiday caravan/lodge in addition to any email address that you provide. You will be required to provide documentary evidence of your only or main residence at the address given below annually and in accordance with the industry Code of Practice.*

Post Code: _____ **Email:** _____
Telephone Day: _____ **Evening:** _____
Mobile: _____

Holiday caravan/lodge Details

Make: _____ **Model Name/Type:** _____
Length: _____ **Width:** _____ **Serial No.:** _____
Max. Sleeping Capacity: _____ **Year of Manufacture:** _____
(Number of persons)
Location on Park: _____ **Pitch No.:** _____

Options: _____

Agreed Purchase Price £
£
£
AGREED TOTAL PURCHASE PRICE £
(including VAT where charged)

Special instructions: _____

Part Exchange Information:

We have discussed that we offer a part exchange scheme, but this is not available to you because you do not own a holiday caravan/lodge to part exchange/fund your purchase*.

Or

We have discussed that we offer a part exchange scheme which is available to you. You wish to proceed and to use your existing holiday caravan/lodge in part exchange for the holiday caravan/lodge as detailed in this Agreement. The information about this and the financial value attributed to your existing holiday caravan/lodge is set out in the attached document*.

Or

We have discussed that we offer a part exchange scheme which is available to you. You do not wish to proceed with the purchase of your holiday caravan/lodge under this scheme*.

*delete as appropriate

Handover date and payment:

Deposit	£	<input type="text"/>	Paid	<input type="text"/>
Allowance for Part Exchange	£	<input type="text"/>		dd/mm/yyyy
Balance	£	<input type="text"/>	Due by	<input type="text"/>
				dd/mm/yyyy
Estimated handover date when the holiday caravan/lodge will be available/ready for use on the park:			From Date	<input type="text"/>
				dd/mm/yyyy

The agreed total purchase price must be paid in full and cleared before you take possession of the holiday caravan/lodge.

Warranty Status:

The holiday caravan/lodge is sold with the benefit of a warranty details of which are attached*.

The holiday caravan/lodge is sold without the benefit of a warranty*.

*(delete as appropriate)

After-sales and warranty information:

You are entitled to expect that the holiday caravan/lodge and any other goods supplied by us, as well as our services, meet your statutory rights under the Consumer Rights Act 2015 and are in accordance with the terms of this Combined Purchase and Licence Agreement.

You should expect to receive from us what you ordered and what was agreed between us.

If what you receive is not what you ordered and is not in accordance with this Agreement, or our service falls below the standard to be reasonably expected, please contact the General Manager or our Sales Team as soon as possible so that we can try to resolve your concerns. The same applies if your purchase comes with the benefit of a warranty. Any terms of any warranty are in addition to your statutory rights.

White goods, other appliances and fittings inside the holiday caravan/lodge may benefit from separate warranties and not be covered by the holiday caravan/lodge manufacturer's warranty. Information about the nature of these warranties can be accessed by visiting the appliance manufacturers' website. Copies of any warranties for any of the appliances and fittings will be provided in the holiday caravan/lodge when you take ownership. Please note that the exact specification of the items inside your holiday caravan/lodge may change as your order progresses (e.g. the appliance fitted into the holiday caravan/lodge may be newer than the warranty you originally access) so it is important to check.

Please note: You may need to register any warranty for it to become effective. Any warranty issued in relation to the sale of the holiday caravan/lodge and the items within it is in addition to and not in substitution for your statutory rights relating to either faulty or mis-described goods or poor-quality services.

Purchase Agreement Terms and Conditions

1. We are pleased to accept your order as set out above under 'holiday caravan/lodge details' in the Purchase Agreement. You are encouraged to take time to read all the details of this Purchase Agreement and the related Licence Agreement. If you decide not to proceed with the purchase within a period of 14 calendar days from the date the day after the Purchase Agreement, (the day following this Agreement being the first day) you can cancel the Agreement by giving us notice in writing without penalty. If both parties wish, this cooling off period can be disregarded or varied by separate signed agreement.

If you cancel the Agreement after the 14-calendar day "cooling off" period, or any agreed change to this, we will be entitled to terminate this Purchase Agreement and to recover our reasonable losses arising from the breach once we have given you prior written notice of our intention to terminate the Agreement if you do not wish to continue with the purchase. Our losses may include, but not be limited to, reasonable administration, holiday caravan/lodge transport, siting, connection, accessory items etc.

2. We will notify you in writing when the holiday caravan/lodge is sited and ready for use. Any date given for the Start Date is approximate only and we shall not be liable for any delay if this occurs as the result of any cause beyond our reasonable control.

3. You must pay us the balance of the Agreed Total Purchase Price of the caravan within 14 days after we have notified you under clause 2 above that the holiday caravan/lodge is ready for use. Payment must be made before you can take possession of the holiday caravan/lodge. If you do not pay this balance due within 14 days after the day we inform you the holiday caravan/lodge is ready for use, we reserve the right to charge interest at 3% per annum over the published base rate of Barclays Bank plc (in

Northern Ireland the Ulster Bank) to cover the period from the end of that month until payment actually takes place. We will also be entitled to terminate this Purchase Agreement and to recover our reasonable losses if payment has not been made after 14 days.

4. If the rate of value added tax changes between the date of your order and the date of completion, we will make the necessary adjustments to the amount of value added tax charged to you.

5. Risk of damage to or loss of the holiday caravan/lodge and ownership of the caravan shall pass to you upon payment of the balance due actually taking place. You should therefore make your insurance arrangements to come into effect from that time. Please check your Licence Agreement (clause 5 of Part II) to ensure you meet the insurance requirements and ask us about cover that may be available through our agency.

Once risk has passed to you, after payment of the balance of the agreed total purchase price, we will not be liable to you for any loss or damage to the holiday caravan/lodge or its contents unless the loss or damage has been caused by any negligence or breach of contract by us or our employees or agents.

6. Nothing in these Purchase Agreement terms and conditions will affect your normal consumer rights relating to either faulty or misdescribed goods, or poor quality services.

7. This legally binding document is made as part of an 'on premises' agreement as provided for in the Consumer Contracts (Information Cancellation and Additional Charges) Regulations 2013 ("2013 Regulations"). Separate arrangements and agreements apply if the transaction is conducted as an off-premises or a distance sale under the 2013 Regulations.

Before you sign:

- You should only sign this legally binding agreement if you fully understand its terms and conditions. Please discuss with us any terms you do not understand.
- Please check that all of the information provided is accurate and correct, and that any special arrangements, including anything you have specifically agreed with us during the sales process, are included and detailed within the "Special Instructions" section in the Purchase Agreement before signing.
- We would recommend that you seek independent legal advice from a solicitor or other qualified advisor before signing this agreement. It is important that you take time to consider the purchase and your responsibilities as a holiday caravan/lodge owner.
- You will have a cooling off period of 14 calendar days from signing this agreement unless you and we have agreed to waive or vary this cooling off period under a separate written agreement between us. See clause 1 of the Terms and Conditions above. Should you wish to cancel within the 14-day cooling off period, any deposit or any other payment which has been paid to us will be fully reimbursed.
- This Purchase Agreement relates to the holiday caravan/lodge to be sited on a holiday caravan pitch under a Licence Agreement. It is a condition of this agreement that the buyer enters into and is bound by the Licence Agreement which takes effect on payment of the Agreed Purchase Price.
- There should be two signed copies of this agreement, one kept by the you (the buyer) and one kept by us the seller (park).
- This Agreement **does not permit use of the caravan as a permanent residence. It is for holiday and recreational use only.** The address that you give on Page 1 of this Purchase Agreement must be the only or main residence of the holiday caravan/lodge owner/s and will be used to send information by post relating to the holiday caravan/lodge in addition to any email address that you provide. You will be required to provide documentary evidence of your only or main residence at the address given annually and in accordance with the industry Code of Practice.

Seller (Park or representative):

Buyer(s) (all parties must sign):

(Signature):

(Signature):

(Name):

(Name):

Date of Agreement:

/	/
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dd/mm/yyyy

There should be two signed copies of this agreement, one kept by the buyer and one kept by the seller (park).

Place where signed: [insert address]

Licence Agreement for a holiday caravan/lodge Pitch

For a holiday caravan/lodge to be sited at:

Part I - Particulars

Park Owner (referred to as “we/us/our” throughout this Licence Agreement):

Business Name: _____
Address: _____

Contact: _____
Telephone Day: _____ **Email:** _____
Mobile: _____

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

Park Name: _____
Address: _____

Contact: _____
Telephone Day: _____ **Email:** _____
Mobile: _____

Holiday caravan/lodge Owner (referred to as “you/your” throughout this Licence Agreement):

Name/s: _____
Address: *This Agreement does **not permit use of the caravan as a permanent residence. It is for holiday and recreational use only.** The address that you give below must be the only or main residence of the holiday caravan/lodge owner/s and will be used to send information relating to the holiday caravan/lodge by post in addition to any email address that you provide. You will be required to provide documentary evidence of your only or main residence at the address given below annually and in accordance with the industry Code of Practice.*

Post Code: _____ **Email:** _____
Telephone Day: _____ **Evening:** _____
Mobile: _____

Holiday caravan/lodge Details:

Make: _____ **Model Name/Type:** _____
Length: _____ **Width:** _____ **Serial No.:** _____
Max. Sleeping Capacity: _____ **Year of Manufacture:** _____
(Number of persons)
Location on Park: _____ **Pitch No.:** _____

Pitch Fee:

Annual Pitch Fee: £
Including VAT where charged

Payable each year on: /
Payment Date - dd/mm

Pitch Fee Review Notice date: /
See also clause 9 dd/mm

Pitch Fee Review Effective on: /
See also clauses 1.12 & 9.1 dd/mm

Pitch Fee due for current year: £ (Apportioned)
Including VAT where charged

Current year's Pitch Fee due on: / /
dd/mm/yyyy

Rates (contribution towards the Business Rates charged by the Local authority to the park):

Annual Rates £
Including VAT where charged

The Rates are reviewed each year.

Rates due for current year: £
Including VAT where charged

Current year's Rates due on: / /
dd/mm/yyyy

Pitch Services:

Under this agreement we will supply the following services to your holiday caravan/lodge during the agreement period either as part of the pitch fee or at an additional charge – tick as appropriate. For any service that we supply which is not included within the pitch fee, we will charge a reasonable fee. These charges are categorised as “compulsory” or “other charges”. In terms of the “compulsory charges” these are charges which we pay to a third party, for example, for water sewerage, electricity, sewerage, unless such charges are included within the pitch fee. “Other charges” are charges which are not compulsory charges. We will never charge you more than the law allows for the supply of services including the associated administration such as for electricity, which is covered by the relevant Maximum Resale Price Provisions or any law which replaces this. See also “How we Charge” which is a separate document provided with this agreement. Pitch Services will be provided and charged for during the agreement period.

	Available with payment included within the pitch fee	Available at an additional charge
Water	<input type="checkbox"/>	<input type="checkbox"/>
Electricity	<input type="checkbox"/>	<input type="checkbox"/>
Gas	<input type="checkbox"/>	<input type="checkbox"/>
Grounds Maintenance	<input type="checkbox"/>	<input type="checkbox"/>
Sewerage	<input type="checkbox"/>	<input type="checkbox"/>
Waste Management	<input type="checkbox"/>	<input type="checkbox"/>
Other services	<input type="checkbox"/>	<input type="checkbox"/>
Other services	<input type="checkbox"/>	<input type="checkbox"/>
Other services	<input type="checkbox"/>	<input type="checkbox"/>

Your Personal Data and our Privacy Policy

The information you supply to us is held in accordance with the Data Protection Act 2018, The General Data Protection Regulation (EU) 2016/679 as transposed in UK law through the Data Protection Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (GDPR) and the Privacy and Electronic Communications (EC Directive) Regulations 2003.

Your personal details will not be sold to or shared with any third party for the purposes of marketing or research without your express permission in writing and in accordance with the industry Code of Practice.

Important Key Terms of this Agreement:

Agreement Period

The minimum period is 12 years if the holiday caravan/lodge is new, or if pre-owned the balance of 12 years from the date the caravan was first purchased by a consumer. The minimum agreement period recognised by the holiday caravan industry is set out in the industry Code of Practice.

Start date:
 dd/mm/yyyy

The date when the holiday caravan/lodge can be first occupied by you.

End date:
 dd/mm/yyyy

The date when the agreement period expires.

This means that once the Agreement Period has expired, you must arrange with us for the holiday caravan/lodge to be removed from the park unless you and we enter into a new licence agreement. There will be no obligation to enter into such an agreement on you or us.

A Transfer Fee may be charged when you sell the holiday caravan/lodge privately on its pitch. The maximum fee will be set out in the industry Code of Practice.

% of resale price achieved plus VAT

Review of pitch fees

We are entitled to give you notice of a change to the pitch fee annually and for any change to become effective on the date given in part 1 of this agreement and in accordance with the procedure set out in clause 9.

Right to replace holiday caravan/lodge

Your right to replace the holiday caravan/lodge on the pitch under this agreement is limited to replacement only following destruction by fire, natural disaster or other similar risk that is normally insurable.

No use as a permanent residence

The holiday caravan/lodge is for holiday and recreational use only. It is a breach of this Licence Agreement if the holiday caravan/lodge is used by you or anyone else for anything other than holiday and recreational use. For example if it were used as a permanent or main residence, or temporary accommodation while you were moving house, or to travel to and from work. The consequences of breaching this Licence Agreement are set out in clauses 11 and 12.

The industry Code of Practice sets out what you need to know as a holiday caravan/lodge owner. **“Owning and using a holiday caravan/lodge – what you need to know”.**

You are entitled to use the holiday caravan/lodge each year

From:
 dd/mm

To:
 dd/mm

Key Holding

A spare key to the holiday caravan/lodge will be held by the park management in a locked key cabinet at the park and only released to you as the owner on request or, in your absence, to a third party for specific purposes e.g. for maintenance purposes, and only with your prior written agreement or, in case of emergency or for urgent safety reasons, to a staff member.

Park Rules - attached

You must comply with the park rules (copy attached). Any breach of the park rules will be treated as a breach of this licence agreement – see clauses 11 and 12.

Insurance

You must insure the holiday caravan/lodge against all usual risks under clause 5.6 and have sufficient cover to meet all your obligations under 5.6.1 and 5.6.1.1 - 5.6.1.4

Sub-letting/Hiring out the holiday caravan/lodge

is permitted

is not permitted

Where sub-letting/hiring out the holiday caravan/lodge is permitted it will be for holiday and recreational use only.

If you sub-let/hire the holiday caravan/lodge through our letting service it will be subject to a separate agreement between us and you

Where sub-letting/hiring out the holiday caravan/lodge is permitted and you sub-let/hire the holiday caravan/lodge privately (not through our service) then that will be subject to a separate agreement between you and the person hiring. Separate guidance on notifying us will be provided.

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 of this Licence Agreement.
- 1.2 **“Compulsory Charges”** – means charges which have to be paid to a third party on your behalf unless they are already included in the pitch fee e.g. utility charges that are metered separately. Information about “How we charge” is set out in a separate document provided with this Agreement.
- 1.3 **“Disconnect”** means the disconnection of the holiday caravan/lodge from the utilities and/or services on the pitch.
- 1.4 **“Disconnect and move”** means the disconnection and movement of the holiday caravan/lodge whilst this Licence Agreement remains in effect (e.g. to another pitch on the park)
- 1.5 **“Disconnect and remove”** means the disconnection and removal of the holiday caravan/lodge after the Licence Agreement has come to an end (e.g. into storage or off the park).
- 1.6 **“Disposal”** means to dispose of the holiday caravan/lodge (including via sale or scrappage).
- 1.7 **“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 their child.
- 1.8 **“Holiday Caravan”** means the holiday caravan described in Part I of this Licence Agreement and sited on the pitch.
- 1.9 **“Holiday Lodge”** means the holiday lodge described in Part I of this Licence Agreement and sited on the pitch
- 1.10 **“Holiday caravan/lodge agreement period”** means the period when you are permitted to use your holiday caravan/lodge for holiday or recreational purposes during the agreement period.
- 1.11 **“Independent Surveyor”** means a surveyor appointed for the purpose of determining any dispute under clause 10 of this Licence Agreement.
- 1.12 **“Inflation”** – means the general rate of increase or fall in prices over a given period of time and is measured by the average change from month to month in the prices of goods and service purchased by most households in the UK. It is acknowledged that RPI is one of two external measures that can be used. For the purposes of this agreement the measure used is RPI.
- 1.13 **“Informal Dispute Resolution”** (IDR) means any form of dispute resolution which may be agreed between you and us or through our trade association (the NCC) as an alternative to court proceedings to help you and us resolve the dispute.
- 1.14 **“NCC Best Practice Guidance”** means the NCC’s guidance for holiday park owners/operators that sets out the standard of practice that holiday caravan/lodge owners should expect park owners/operators, their staff and representatives to adhere to.
- 1.15 **“Other Charges”** means charges which are not Compulsory Charges and which are not already included in the pitch fee e.g. a bin collection charge.
- 1.16 **“Park Rules”** means the rules of conduct and practice issued by us from time to time and applicable to the use of the holiday caravan/lodge and other facilities at the park. A copy of the Park Rules in force at the date of this Licence Agreement is attached.
- 1.17 **“Pitch”** does not include any part of the park except that on which the holiday caravan/lodge stands.
- 1.18 **“Pitch Services”** means the services which are listed in Part I which we provide for you during the agreement period.
- 1.19 **“Pitch Fee Notice Date and Effective Date”** means the date of a notice sent by us to you from time to time and notifying you of any change or review of the pitch fee and the date any change will be effective from in accordance with clause 9.1 below.

1.20 “RPI (Inflation)” means the movement of the General Index of Retail Prices (RPI) published by the Office of National Statistics. See Inflation

1.21 “Site Licence” means the site licence applicable to the park issued to us by the local authority under 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.

1.22 “Sub-letting/Hiring out” means the act of allowing the use and/or occupation of the holiday caravan/lodge for holiday and recreational purposes only by persons other than you as the

2. Permission to keep the holiday caravan/lodge on the Pitch

2.1 We permit you throughout the Agreement Period to keep the holiday caravan/lodge on the pitch at the park and to use it for holiday and recreational purposes only during the holiday caravan/lodge Occupancy Period specified in Part 1 - Important Key Terms of this Licence Agreement and providing the park is not closed by virtue of any local or national government regulation or any reason beyond our reasonable control such as in the event of a flood or heavy snow.

3. Right to a licence agreement

3.1 This Licence Agreement is personal to you and may not be assigned or transferred to any other person.

3.2 The Licence Agreement comes to an end when you sell or transfer the holiday caravan/lodge to anyone else including a Family Member. However, we will enter into a new Licence Agreement on the terms set out in clauses 7 and 8 below, giving equivalent permission to keep the holiday caravan/lodge on the pitch on terms no less favourable than those contained in this Licence Agreement in the following cases:

- To a buyer who is approved by us or
- To a family member who is approved by us and to whom you give the holiday caravan/lodge or
- To a family member who is approved by us and who inherits the holiday caravan/lodge

3.3 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 grounds are and any subsequent dispute will be dealt with under clause 17.1.

3.4 This Licence Agreement does not entitle you to purchase any alternative or replacement holiday caravan/lodge except in the event of a total loss of the holiday caravan/lodge by fire, natural disaster or other similar occurrence. You will then be entitled to arrange with us to site a replacement holiday caravan/lodge of a similar type and size as the previously stationed holiday caravan/lodge.

4. Our Obligations

We will provide you with clear information each year, free of charge, on those compulsory charges, as defined in clause 1.2 and paid in addition to pitch fees, which you are required to pay to us under this Licence Agreement as a holiday caravan/lodge owner on the park. Fees for any other chargeable maintenance and other services that we provide will be available on request and in accordance with the industry Code of Practice.

We agree with you as follows:

- 4.1** We will provide, maintain and keep in good state of repair the Pitch Services to the holiday caravan/lodge 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.
- 4.2** We will move the holiday caravan/lodge from the park or the pitch only in accordance with the provisions of clauses 10, 12 and 14.
- 4.3** We will notify you of any changes to the Park Rules in writing as outlined in clause 15.
- 4.4** We will insure the park against usual third-party risks to a minimum of £2million per claim.
- 4.5** 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 member of our staff.

5. Your Obligations

You agree with us as follows:

- 5.1** To comply with the terms of this Licence Agreement and the Park Rules.
- 5.2** To use the holiday caravan/lodge only for holiday and recreational purposes and not to use it as your only or main permanent residence.
- 5.3** 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 in your name, a utility bill in your name or a current driving licence. You must maintain a permanent main residence elsewhere at all times, where you will live when you are not staying in your holiday caravan/lodge. You agree to inform us in writing, and without delay, of any change in your permanent address.
- 5.4** To pay the pitch fee, compulsory charges and other charges when due to us as set out in this Licence Agreement. Any dispute over the calculation of the compulsory and other charges will be dealt with under clause 17.1.
- 5.5** 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 until actual payment.
- 5.6** To insure the holiday caravan/lodge 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 lamp posts 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 holiday caravan/lodge stands, accidental damage, architects, surveyors, legal and other fees to re-build or repair the holiday caravan/lodge, 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 holiday caravan/lodge 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.
 - 5.6.1** The sum insured for loss of or damage to the holiday caravan/lodge shall include the following:
 - 5.6.1.1** The retail price on the park of a new holiday caravan/lodge of a similar type and size to the holiday caravan/lodge
 - 5.6.1.2** The cost of replacing any existing ancillary structures (e.g. steps)
 - 5.6.1.3** the cost of clearing wreckage from the pitch and disposing of the holiday caravan/lodge destroyed by fire, natural disaster or other similar occurrence, and

5. Your Obligations (cont.)

- 5.6.1.4** the cost of delivering, siting and connecting the new holiday caravan/lodge (if not included in the retail price)
- 5.6.2** The sum insured for property owners liability, public and employees liability shall not be less than £2,000,000
- 5.6.3** 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 to enable us to carry out a check to determine that the cover is adequate.
- 5.7** To keep the holiday caravan/lodge 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.
- 5.8** Not to do or omit to do anything which might put us in breach of any condition of the Site Licence, a copy of which is available on the park in a conspicuous place, and to comply with all statutory requirements (including any relevant planning permissions which prohibit the use of the holiday caravan/lodge for anything other than holiday use) in relation to the holiday caravan/lodge and its installations and furnishings. In connection with the conditions of the Site Licence, those which are likely to affect you are those which require the holiday caravan/lodge to be occupied for holiday purposes; , the space between holiday caravans/lodges to be kept clear; those prohibiting combustible structures between holiday caravans/lodges; those regarding car parking and those requiring the underside of the holiday caravan/lodge to be kept clear.
- 5.9** Not to carry out any building works on the pitch or to erect any extension to the holiday caravan/lodge or erect any hut, fence, structure, TV aerial or clothesline or connect any services or utilities to the holiday caravan/lodge unless it is specified in our development and works policy (where one exists). In such instances you will have first obtained our written permission (not to be unreasonably withheld or delayed) and which will be granted provided your request comes within our development and works policy (if applicable).
- 5.10** When our written permission has been granted in line with our development and works policy (where applicable) you will give us written notice of any work to be carried out to the holiday caravan/lodge by external contractors and 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. This notice should be given at least 14 days before the contractors start work, or in the case of an emergency you must give us as much advance notice as possible. We will acknowledge receipt of this notice within this period and in the absence of any acknowledgment from us this within this period it will be deemed as acceptance that the work can proceed.
- 5.11** You have an obligation to arrange with us the disconnection and removal of the holiday caravan/lodge from the park when this Licence Agreement comes to end (see clause 11) unless the Agreement Period has passed and you and we agree to enter into a further agreement for you to keep your holiday caravan/lodge on the park. To maintain standards on the park and to prevent damage to the park and its installations, any work to disconnect or remove the holiday caravan/lodge (even after this Licence Agreement has come to an end) must be done by us or by our contractors.
- 5.12** You agree to pay us to disconnect and remove the holiday caravan/lodge from the park or to disconnect and move the holiday caravan/lodge (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 third-party professional quotation provided by you in accordance with this clause for any work to disconnect and move or disconnect and remove the holiday caravan/lodge. 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 contractors quotation for the work.
- 5.13** To comply with any requirement contained in Part I as to sub-letting/hiring out the holiday caravan/lodge.
- 5.14** To comply with the provisions of clauses 7 and 8 below when selling or gifting the holiday caravan/lodge or when it is inherited.
- 5.15** To use the holiday caravan/lodge only during the period of year indicated in Part I of this Licence Agreement.

6. Behaviour Standards

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

- 6.1** To act in a courteous and considerate manner towards anyone visiting, using or working on the holiday caravan/lodge or the park including us, our staff, other customers of ours and users of other holiday caravan/lodges and any other kind of accommodation at the park.
- 6.2** To supervise children properly so that they are not a nuisance or a danger to themselves or others.
- 6.3** Not to:
 - 6.3.1** commit any criminal offence at the park or use the holiday caravan/lodge in connection with any criminal activity.
 - 6.3.2** commit any acts of vandalism or nuisance.
 - 6.3.3** use fireworks.
 - 6.3.4** keep or carry any firearm or any other weapon at the park.
 - 6.3.5** use or bring any unlawful or unprescribed drugs or substances onto the park.
 - 6.3.6** create undue noise or disturbance.
 - 6.3.7** carry on any trade or business at the park e.g a motor repair business or something similar
 - 6.3.8** occupy or permit to occupy the holiday caravan/lodge anyone who to your knowledge:
 - 6.3.8.1** has committed a sexual offence against a child (other than one that is spent by reason of the Rehabilitation of Offenders Act 1974);
 - 6.3.8.2** is subject to the notification requirements of the Sexual Offences Act 2003 (as amended) ('on the sex offenders register')
 - 6.3.8.3** has been issued with a Risk of Sexual Harm Order or a Child Abduction Notice.
- 6.4** You accept that a breach of these behaviour standards if not capable of remedy will bring about the termination of this Licence Agreement. Termination by us is dealt with by clause 12 and as set out in the industry Code of Practice.

7. Selling the holiday caravan/lodge

- 7.1** You can sell the holiday caravan/lodge in one of three ways:
 - 7.1.1** To us if we agree
 - 7.1.2** Or on the pitch to a buyer approved by us in accordance with the provisions of clause 7.2
 - 7.1.3** Or off the park so long as you arrange the removal of the holiday caravan/lodge through us and pay our charges for disconnecting and removing the holiday caravan/lodge from the pitch in accordance with clause 5.11 above.
- 7.2** You agree the procedure for selling the holiday caravan/lodge on the pitch as follows:
 - 7.2.1** You agree to write and tell us if you are putting the holiday caravan/lodge on the open market for sale while it remains on the park and to write to us again if you subsequently change your mind and decide not to sell the holiday caravan/lodge. You agree to tell us in writing whether the holiday caravan/lodge is subject to finance and, if it is, to give us the name of the company so we can check our records. You agree to tell us the price at which you intend to market your holiday caravan/lodge

If we buy the holiday caravan/lodge from you in this way, no transfer fee (where applicable – see 7.2.3) will be payable and we may only deduct from the purchase price we pay to you the sums which are lawfully due to us under this Licence Agreement.
 - 7.2.2.** If we do not purchase the holiday caravan/lodge, you will market the holiday caravan/lodge on the open market and find a buyer.

7. Selling the holiday caravan/lodge (cont.)

7.2.3 You agree to write to us telling us the price at which you intend to sell the holiday caravan/lodge to your prospective buyer and if this price changes even if your buyer changes. We are entitled to buy the holiday caravan/lodge from you, for the same price, without charging you a transfer fee (where applicable) within a period of seven days after the date of receiving your written notification.

If the sale price with your prospective buyer changes (no matter how many times this may happen and regardless of the identity of your buyer) you must make it clear to your buyer that this arrangement with them is subject to you writing to us and that we may exercise our right to buy the holiday caravan/lodge from you irrespective of any arrangement they might have entered into with you.

7.2.4 You will 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 holiday caravan/lodge and produce the certificates to us on request.

7.2.5 If we decide not to purchase the holiday caravan/lodge, you agree to allow us to seek suitable references and checks against your prospective buyer such as a financial reference and a check on their permanent address where they live when they are not using the holiday caravan/lodge. As such, you agree to inform us of the name and address of your prospective buyer. We may require a meeting with your prospective 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 where we are not satisfied that the prospective buyer will comply with equivalent obligations to your obligations under this Licence Agreement e.g. financial/credit checks. Where we refuse, we will tell you what these grounds are, and any subsequent dispute will be dealt with under clause 17.1.

7.2.6 The sale transaction to a prospective buyer must be conducted through our office. We will receive all purchase monies from your prospective buyer and will promptly pay to you the monies received, less any monies lawfully due to us, under this Licence Agreement, and the transfer fee (if applicable) as referred to in clause 7.2.8.

7.2.7 Where we have approved your buyer and the sale has gone through, we will give them a new Licence Agreement for the unexpired length of the Agreement Period. For example, if the Agreement Period in Part 1 is 20 years and you sell your holiday caravan/lodge after 3 years, we will enter into a Licence Agreement with your buyer for an agreement period of 17 years.

In other respects, the new Licence Agreement will contain no less favourable terms to your buyer than this Licence Agreement.

7.2.8 Before we issue the new Licence Agreement to your buyer we will charge you a transfer fee (if applicable) of an amount equal to the percentage (at the rate plus VAT stated in Part 1 of this Licence Agreement) of the price for which the holiday caravan/lodge has been sold.

7.2.9 Apart from the transfer fee and any amounts due to us under this Licence Agreement we will not make any other charges to you or to the buyer of the holiday caravan/lodge without your or the buyer's express agreement or unless otherwise agreed in writing with you and your buyer, as the case may be.

7.2.10 We will not charge your prospective buyer any pitch fees or charges that have already been paid by you relating to your period of ownership at the point of completion of the sale.

7.3 The rights to sell the holiday caravan/lodge contained in this clause 7 may be exercised by your personal representatives such as an executor after your death.

8. Giving the holiday caravan/lodge away

- 8.1** You have the right to make a gift of the holiday caravan/lodge to be kept on the Pitch 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.
- 8.2** If you give the holiday caravan/lodge to a Family Member or a Family Member inherits the holiday caravan/lodge following your death, the Family Member can contact us to request an agreement to keep the holiday caravan/lodge on the pitch on the park provided that:
- 8.2.1** the Family Member gives us the necessary authority to seek suitable references such as a financial reference or a check on their permanent residential address where they live when not using the holiday caravan/lodge
- 8.2.2** they attend a meeting with us should we require one and
- 8.2.3** we are reasonably satisfied that the Family Member will comply the terms of a Licence Agreement. We will only withhold approval of a prospective buyer where we are not satisfied that the Family Member will comply with equivalent obligations to your obligations under this Licence Agreement on reasonable grounds e.g. financial/credit checks. Where we refuse we will state what these grounds are and any subsequent dispute will be dealt with under clause 17.1
- We will enter into an agreement with the Family Member for the unexpired term of the Agreement Period and otherwise containing no less favourable terms to the Family Member as this Licence Agreement is to you, without charge.
- 8.3** The rights contained in this clause 8 do not affect the right of your personal representatives, such as an executor, to sell the holiday caravan/lodge in accordance with the procedure set out in clause 7 above as if "you" in that clause referred to the personal representative(s).
- 8.4** We will carry out any enquiries with reasonable diligence and we will notify the Family Member in writing whether our approval is granted or not (as the case may be) as soon as is reasonably practicable.

9. Review of Pitch Fees

- 9.1** We are entitled to issue a Pitch Fee Review Notice giving you at least 45 days' notice in writing before any change to the next year's pitch fee becomes due.
- 9.2** Any proposed change to the Pitch Fee will have no effect unless you are given at least 45 days' notice (calculated from the day we send it to you) of the date on which the change takes place (the Effective Date) and a clear and reasonable explanation for the change which relates to the criteria set out in clause 9.3 below. The explanation will be set out in line with the industry Code of Practice.
- 9.2.1** If you object to the proposed change under the Pitch Fee Review Notice you must write to us within 30 days of the date of sending you the notice. Until the proposed change is determined, you will continue to pay the pitch fee at the rate which was payable before receipt of the Pitch Fee Review Notice. If 33% or more of the holiday caravan/lodge owners on the park object in writing to the change then the matter will be determined either by agreement between us or, if we both agree, by referral to an arbitrator (or in Scotland an arbiter) or through the courts. This will be in accordance with the industry Code of Practice and will have regard to the nature of the objections to pitch fee increases and the method specified when calculating pitch fee increases.
- 9.2.2.** You will pay any shortfall between the rate at which pitch fees have been paid and the reviewed rate within 30 days after the reviewed pitch fee has been determined.
- 9.2.3** The question of the amount of the reviewed pitch fee will be determined either by agreement between you and us, or dealt with under clause 9.2.1 above.
- 9.3** We will review the pitch fee having regard to the following criteria:
- 9.3.1** any charges payable to third parties which are not within our control, including those caused by a change in the law or rates of taxation, unless specifically excluded by the change, necessary for operating the park
- 9.3.2** the retail price index at the date of the Pitch Fee Review Notice
- 9.3.3** sums spent by us on the park and/or its facilities for the collective benefit of the owners of holiday caravan/lodges.
- 9.3.4** changes in our operating costs including those brought about by changes in the law or regulatory change and by taxation and in line with examples set out in the industry Code of Practice.
- 9.4** Clause 17 below applies only in the event of a dispute over how we have applied the criteria set out in clause 9.3. above.
- 9.5** 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 in accordance with the industry Code of Practice.

10. Moving the holiday caravan/lodge

- 10.1** Within the Agreement Period, we may wish to disconnect and temporarily move your holiday caravan/lodge 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.
- 10.1.1** We are allowed to disconnect and move your holiday caravan/lodge 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 holiday caravan/lodge 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.
- 10.1.2** A temporary move to an alternative pitch will be of a similar size and outlook and will be for as short a period of time as is reasonable for the development and/ or maintenance work.
- 10.2** We will be responsible for all reasonable costs incurred when we disconnect and move the holiday caravan/lodge.
- 10.3** After we disconnect and move the holiday caravan/lodge, we are obliged to return your holiday caravan/lodge 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 size, positioning and amenity to the original pitch as it was before the move.
- 10.4** Any dispute arising under clause 10.3 above may be referred to an Independent Surveyor or dealt with under clause 17.1

11. Termination of the Licence Agreement

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

- 11.1** By you giving us notice in writing in accordance with clause 13 of this agreement of your wish to end it.
- 11.2** Because the Agreement Period has come to an end.
- 11.3** By the sale of the holiday caravan/lodge or by you losing ownership of it.
- 11.4** By us terminating it because you have broken your obligations as set out in clause 5 of this Licence Agreement.

12. When we may terminate the Licence Agreement

- 12.1** 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, 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. Where the breach is so serious – as set out in the industry Code of Practice – the termination may be effective immediately. This may include for example violence or intentional damage to property.
- 12.2** If you are in breach of any of your obligations under this Licence Agreement which are capable of being remedied – see examples in the industry Code of Practice - we will write to you, specifying the breach(es) and ask you to remedy the breach(es) within a reasonable and specified period. The breach(es) must be remedied as soon as possible, and depending upon the nature of the breach, may require immediate action and this will be highlighted in the notice. If you do not remedy the breach(es) within 30 days of receiving the notice (or less if specified), or you do not respond to any of our subsequent attempts to engage with you in relation to the breach(es) we are entitled to write to you to end the Licence Agreement and to require you to make arrangements with us for the disconnection and removal of the holiday caravan/lodge from the park within a further 30 days.

13. When you may terminate the Licence Agreement

- 13.1** 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 the breaches are serious – see examples in the industry Code of Practice - and not capable of remedy, you may end this Licence Agreement and give us a shorter reasonable period of notice.

14. The consequences of termination of the Licence Agreement

- 14.1** You will assist and cooperate with us to enable us to disconnect and remove the holiday caravan/lodge and all other property, e.g. decking of yours from the park within 30 days after termination of this Licence Agreement however that comes about. In accordance with clauses 5.11 and 5.12 above any work in disconnecting or removing the holiday caravan/lodge must be undertaken by us or through our contractors for which you agree to pay us our reasonable costs. Payment of reasonable costs incurred by us to disconnect and move or disconnect and remove the holiday caravan/lodge will not be sought if we are proven to be in serious breach of our obligations – see examples in the industry Code of Practice.
- 14.2** If following termination of the Licence Agreement you fail to arrange with us to disconnect and remove the holiday caravan/lodge, we are entitled to disconnect and move it off the pitch or remove it off the park ourselves after giving you not less than 30 days' notice in writing of our intention to do so. We are also entitled to charge you storage costs from the date of termination as set out in clause 14.5 below and in accordance with the industry Code of Practice. In these circumstances you authorise us to dispose of (scrap) or sell the holiday caravan/lodge at a price not less than the price determined by a current recognised caravan industry valuation guide ('book value'). We will account to you for the sale proceeds minus the costs we incur (acting reasonably) in disconnecting and moving or disconnecting and removing and in disposing of or selling the holiday caravan/lodge. Where a 'book value' (valuation) is not available (e.g. because the holiday caravan/lodge is not listed), we will seek the best sale price reasonably achievable in the circumstances and in accordance with the industry Code of Practice.

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 holiday caravan/lodge) until such time as any sums which are due from you to us under this Licence Agreement are paid. 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 holiday caravan/lodge and its contents after giving you not less than 30 days' notice in writing of our intention to do so. Following any disposal (including any sale) of the holiday caravan/lodge and its contents by us we will repay the sale proceeds (if any) to you after deducting any sums due to us under this Licence Agreement, and any reasonable legal or other expenses incurred in connection with the disconnection and move, the disconnection and removal and/or the disposal of (including any sale or disposal (scrapping)) the holiday caravan/lodge (where applicable).

- 14.3** Where you have terminated the Licence Agreement, we will repay to you on a pro-rata basis, any pitch fees, rates, water and other charges which you have paid to us less any sums properly due to us, within a period of not more than 30 days after the Licence Agreement has ended, unless we have given you 30 days notice under 14.2 above in which case this period will be extended by a further 30 days.

14.3.1 The refund of payments made on a pro-rata basis 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.

- 14.4** Where we terminate the Licence Agreement, we will repay to you on the same pro-rata basis but this does not prejudice our rights to take any further action against you if we prove you are in breach of your obligations under this Licence Agreement which have not been taken into account by us.

- 14.5** In line with 14.2 above we have the right to retain the holiday caravan/lodge and charge a daily storage fee (calculated using the prevailing pitch fee for the holiday caravan/lodge) until you have paid any undisputed sum due to us on termination of this Licence Agreement.

15. Park Rules

- 15.1** The Park Rules form part of this Licence Agreement. 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. If we do change the Park Rules we will give you at least 30 days' notice in writing during which time you can contact us with any comments before the changes come into effect.
- 15.2** 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.

16. Sub-letting/Hiring out the holiday caravan/lodge

16.1 Sub-letting/Hiring out the holiday caravan/lodge

Is permitted

Is not permitted

Where sub-letting/hiring out the holiday caravan/lodge is permitted it will be for holiday and recreational use only.

If you sub-let/hire the holiday caravan/lodge through our letting service it will be subject to a separate agreement between us and you.

Where sub-letting/hiring out the holiday caravan/lodge is permitted and you sub-let/hire the holiday caravan/lodge privately (not through our service) then that will be subject to a separate agreement between you and the person hiring. Separate guidance on notifying us will be provided.

17. Disputes

- 17.1** In the event of a dispute that cannot be resolved between you and us, we offer access to Informal Dispute Resolution (IDR) such as the NCC Informal Dispute Resolution Service (NCCIDRS) provided by our trade association The National Caravan Council Limited (NCC). In the event of a dispute, we will also comply with the complaint handling requirements of the NCC and its rules and the industry Code of Practice. If you prefer to use a formal Alternative Dispute Resolution (ADR) channel or to have the matter dealt with by the court then this Licence Agreement does not restrict your rights to do so.
- 17.2** In the event of dispute over a proposed increase in the pitch fee where we have not complied with or operated within the agreed criteria set out in clauses 9.1, 9.2 or 9.3, access to the NCCIDRS above will also apply. It does not fall within the remit of the NCCIDRS, to examine decisions taken by us purely on the amount of pitch fees we charge. In such circumstances you are advised to seek legal advice.
- 17.3** 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.
- 17.4** We may refer questions arising under clause 10 to an Independent Surveyor with specific experience of the planning legislation, spacing and licensing of holiday caravan parks whose decision will be final and binding, save in the case of manifest error.

18. Severability

- 18.1** 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.

19. Communications

- 19.1** We agree that any communications between us will be sent to you either electronically via email and/or by post to your permanent address appearing in Part I of this Licence Agreement, whichever you have previously notified us to be your preference. If you have not notified us of your preference we will send any formal communications or notices required under this Licence Agreement to you by email and by post. Letters will not be posted to the address of the holiday caravan/lodge.

20. Your normal consumer rights

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

Before you sign:

- You should only sign this legally binding agreement if you fully understand its terms and conditions. Please discuss with us any terms you do not understand.
- Please check that all the information provided is accurate and correct and that any special arrangements, including anything that you have specifically agreed with us, is included and detailed in writing before signing.
- You should have a copy of “How we Charge” to do with the compulsory and other charges payable under this Licence Agreement.
- We would recommend that you seek independent legal advice from a solicitor or other qualified advisor before signing this agreement. It is important that you take time to consider the purchase and your responsibilities as a holiday caravan/lodge owner
- This Licence Agreement relates to the holiday caravan/lodge to be sited on a holiday caravan pitch.
- There should be two signed copies of this Agreement, one kept by the you (the buyer) and one kept by us the seller (park).
- This Agreement **does not permit use of the caravan as a permanent residence. It is for holiday and recreational use only.** The address that you give must be the only or main residence of the holiday caravan/lodge owner/s and will be used to send information by post relating to the holiday caravan/ lodge in addition to any email address that you provide. You will be required to provide documentary evidence of your only or main residence at the address given annually and in accordance with the industry Code of Practice.

Park Owner
(or representative):

(Signature):

(Name):

Holiday caravan/lodge Owner
(all parties must sign):

(Signature/s):

(Name/s):

Date of Agreement:

dd/mm/yyyy

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



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National Caravan Council Ltd

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