

Terms and conditions of this Seasonal Licence Agreement

1 Meaning of expressions used in this Licence Agreement and interpretation

1.1 "Agreement Period" means the period for which this Agreement lasts. Part I gives some further details.

1.2 "Caravan" means the caravan described in Part I.

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

1.4 "Independent Surveyor" means the surveyor appointed under clause 14 of this Licence Agreement for the purpose of assessing the value of the Caravan under clause 10.3.

1.5 "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 Agreement is attached.

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

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

1.8 "Season" means the dates between which you may use the Caravan on the Pitch. These dates are listed in Part I and may be shorter than the Agreement Period.

1.9 "Site Licence" means the caravan Site Licence applicable to the Park issued to us by the local authority under Section 3 of the Caravan Sites and Control of Development Act 1960 (or in the case of Northern Ireland under Section 3 of the Caravans (Northern Ireland) Act 1963) and other relevant statutes.

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

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

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

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

2 Permission to keep the Caravan on the Pitch

2.1 Provided you comply with your obligations in this Licence Agreement, we allow you to keep the Caravan on the Pitch at the Park throughout the Agreement Period and to use it for holiday and recreational purposes during the Season only.

2.2 This Licence Agreement is personal to you and you cannot assign or transfer it to any other person.

2.3 This Licence Agreement does not entitle you to station any alternative or replacement caravan.

3 Our general obligations

We agree that:

3.1 We will provide, maintain and keep in good state of repair the Pitch Services to the Caravan, except where these have to be interrupted for the purposes of repair or development or for other reasons beyond our control such as interruptions in the supply of services to us.

3.2 We will insure the Park against usual third-party risks to a minimum of £5,000,000 per claim.

3.3 We will charge for utilities in accordance with the requirements of the law and any relevant utility regulator. Our reasonable charges will include a profit element or administration charge. However, we will never charge you more than the law allows.

4 Your general obligations

You agree that you will:

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

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

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

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

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

4.5 Insure the Caravan at your own expense against standard property damage insurable perils (including loss) and public liability. The sum insured for these liabilities shall not be less than £5,000,000.

4.6 Unless you purchase an insurance product promoted or introduced by us, you agree to provide proof of insurance by providing us with a copy of your insurance details at the start of this Agreement and again during it if we reasonably require, for example if we believe your insurance may no longer be in force. Where proof of insurance is required, you agree to pay our fee of £35 plus VAT on checking you have complied with your obligation to arrange insurance. We are not insurance experts and check only the name of the insured, period of cover and the sums insured. We assume no duty to you to check you have insured against the correct risks.

4.7 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.

4.8 Not to do or fail to do anything which might put us in breach of any condition of the Site Licence, which is always available on the Park in a conspicuous place. For example, the conditions of the Site Licence which are likely to affect you include those requiring the space between caravans to be kept clear, those prohibiting combustible structures between caravans, those regarding car parking and those requiring the underside of caravans to be kept clear.

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

4.10 Not to carry out any building works at the Park or to erect any extension to the Caravan, other than (if permitted by the Park Rules) any awning or other temporary structure.

4.11 We will only allow you to carry out work to the Caravan on the Park if it is not reasonably possible for you to move the Caravan elsewhere for the work to be done. If we agree that you may do so, then you must give us written notice of any work to be carried out to the Caravan by external contractors and ensure all contractors employed by you provide us with the relevant documentation for us to ensure the work will be done in a safe place and safe environment by competent and insured contractors. You must comply with these obligations at least 14 days before the contractors start work (or, in the case of emergency, give us as much notice as possible).

4.12 To permit us to remove the Caravan from the Pitch in accordance with the rights we have under clause 6 of this Licence Agreement, disconnecting as necessary.

5 Behaviour standards

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

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

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

5.3 Not to:

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

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

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

5.3.4 Use fireworks at the Caravan or on the Park;

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

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

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

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

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

5.4 You agree that if you or any of your family members or visitors or guests whom you have invited to the Park or to the Caravan break the behaviour standards listed above then we may terminate this Licence Agreement.

Termination by us is dealt with by clause 8. Any serious breach may result in termination of this Agreement under clause 8.1.

6 Moving the Caravan

6.1 Within the Agreement Period, we may wish to disconnect and move the Caravan to another part of the Park and this clause sets out the basis on which we may do that, for example because we are redeveloping an area of the Park, installing some facility or are required to comply with a local authority Site Licence condition, or for access to an area of the Park which cannot reasonably be gained by any other route.

6.2 If the Caravan has to be moved because of some emergency or because of works to be carried out by a third party over whom we have no control, such as a water supply or other utility company, we will give you as much notice as we can. If we have to disconnect and move the Caravan for any other reason, we will give you at least one month's notice in writing.

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

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

6.5 Following the disconnection and movement of the Caravan, we are entitled to return the Caravan to its original Pitch or to site it permanently on another pitch. If the consequence of the redevelopment or maintenance work is that the original Pitch is less pleasant, or if the move is permanent, we must offer an alternative pitch of similar quality to the original Pitch as it was before the move.



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

6.7 Clauses 14.2, 14.3, 14.4 and 14.5 of this Licence Agreement explain your options if there is any dispute arising under clause 6.5 above about the standard of the original or alternative pitches.

7 Termination of the Licence Agreement

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

7.1 Because the Agreement Period has come to an end.

7.2 By you losing ownership of the Caravan.

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

7.4 By either party giving the other notice in writing of their wish to end it.

8 When we may terminate the Licence Agreement

8.1 If you are in serious breach of your obligations under this Licence Agreement and the breach is not capable of being remedied or is such that it causes a breakdown in the relationship between you and us (for example violence or intentional damage to property), we may serve upon you reasonable notice in writing to terminate this Licence Agreement. In deciding what period of notice is reasonable, we shall have due regard to the nature of the breach and other relevant circumstances.

8.2 If you are in breach of any of your obligations under this Licence Agreement which is capable of being remedied (for example, a failure to comply with the behaviour standards in clause 5 which has not caused a breakdown in the relationship between you and us or a failure to repair the Caravan (clause 4.7) or to pay Pitch Fees promptly (clause 4.3)), we may write giving you warning, specifying the breach and asking you to remedy the breach within a reasonable and specified time. If you do not comply with that warning and the breach is either serious and/or amounts to persistent breaches of obligation, which taken individually would be minor but which taken together cause a breakdown in the relationship between you and us, we are entitled to write to you to end this Licence Agreement and to require you to make arrangements with us for the immediate removal of the Caravan from the Park.

8.3 We are also entitled to bring this Agreement to an end by writing to you giving you not less than one month's notice.

9 When you may terminate the Licence Agreement

9.1 You are entitled to bring this Licence Agreement to an end by writing to us giving us not less than one month's notice.

9.2 However, if we have broken our obligations to you under this Licence Agreement and if as the result you are entitled to end this Licence Agreement you may give us a lesser period of notice but should still give us as much notice as possible.

9.3 You may also give us a lesser period of notice if you decide not to replace your Caravan on the Pitch following

a total loss for which you are insured under clause 4.5. Again, you should still give us as much notice as possible.

10 The consequences of termination of the Licence Agreement

10.1 You will arrange with us for the immediate disconnection and removal of the Caravan and all other property of yours from the Park.

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

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

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

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

10.6 Where we sell the Caravan, we will account to you for the sale proceeds we receive less (a) our reasonable costs of storage under clause 10.5, (b) our reasonable costs of disconnection, removal and disposal or sale and (c) any other undisputed sum due from you to us.

10.7 Where you have terminated this Licence Agreement, we will repay to you, at least on the scale set out below, any Pitch Fees and other charges which you have paid us for a period after the Licence Agreement has ended, less any sums properly due to us.

After the 30th of April no refund in any circumstances

Otherwise	Percentage refunds due
Up to 1 month	80%
1 to 2 months	70%
2 to 3 months	60%

The Relevant Date for calculating any refund shall be the date on which the payment made in advance was due. The scale of percentage refund payments set out above does not prejudice any further action either party may take against the other if there has been any breach of obligations under this Agreement.

10.8 Where we end this Licence Agreement, we will repay to you in full on the same scale set out in the table in clause 10.7.

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

11 Park Rules

11.1 It may be necessary or desirable to change the Park Rules from time to time, including for reasons of health and safety, the efficient running of the Park, environmental issues, local authority requirements, and/or changes in law or regulations or in the interpretation of law and regulations imposed upon us, in which case we will notify you in writing to your current address.

11.2 Any changes made to the Park Rules after the signing of this Licence Agreement may affect you because you will be required to comply with the changed Park Rules, but will not affect anything else to which you are entitled under this Licence Agreement.

12 Hiring out the Caravan

12.1 Part I of this Licence Agreement makes it clear whether or not you are allowed to Hire out the Caravan.

13 Keys

13.1 We may hold a key to your Caravan.

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

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

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

14 Complaints and disputes

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

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

14.2 We may refer questions arising under clause 10.3 to an Independent Surveyor.

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

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

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

15 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.



Terms and conditions of this Storage Agreement

1 Meaning of expressions used in this Agreement and interpretation

1.1 "Storage Period" means the period for which this Agreement lasts. Part I gives some further details.

1.2 "Caravan" means the caravan described in Part I.

1.3 "Independent Surveyor" means the surveyor appointed under clause 10.2 of this Agreement for the purpose of assessing the value of the Caravan under clause 7.2.

1.4 "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 Agreement is attached.

1.5 "Site Licence" means the caravan Site Licence applicable to the Park issued to us by the local authority under Section 3 of the Caravan Sites and Control of Development Act 1960 (or in the case of Northern Ireland under Section 3 of the Caravans (Northern Ireland) Act 1963) and other relevant statutes.

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

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

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

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

2 Our obligations to you

2.1 We allow you throughout the Storage Period to keep the Caravan in storage with us, provided you comply with your obligations in this Agreement.

2.2 We will take all reasonable precautions to protect the Caravan from loss or damage while in storage but shall not be liable for loss or damage which occurs if we are not at fault.

2.3 Subject to clause 2.4 we will allow you and anyone else with your prior written authority bearing your original signature to remove the Caravan from storage (and subsequently to return it). You must give us reasonable notice and must comply with our reasonable procedures and requirements. We do not have to allow you to remove or return the Caravan on days which are not Working Days.

2.4 You must pay all charges then due to us under the Agreement before removing the Caravan from storage.

2.5 We will not allow anyone else to remove the Caravan from storage unless the law requires us to do so.

2.6 We will insure our storage service against usual third-party risks to a minimum of £5,000,000 per claim.

3 Your obligations to us

You agree that you will:

3.1 Keep to the terms of this Agreement and any Park Rules which are relevant when you are storing your Caravan.

3.2 Be responsible for properly securing the Caravan as provided for by the manufacturer, and to immobilise the Caravan against theft.

3.3 Not use or allow the Caravan to be used for human habitation or use any appliance in the Caravan.

3.4 Not keep any explosive or other inflammable

substance or material in the Caravan, with the exception that up to a maximum of two gas cylinders of a proprietary brand and suitable for use with the Caravan may be left, disconnected, inside the Caravan. Should any such substances or materials be discovered, they may be removed from the Caravan. If they are unsafe you agree that we may dispose of them immediately. In other cases we may dispose of them on 14 days' written notice to you. You agree that you shall not be entitled to any compensation resulting from this action.

3.5 Pay the charges due to us on the days set out in Part I. Payment is due to us by any of the payment means authorised by Part I of this Agreement.

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

3.7 Insure the Caravan at your own expense against standard property damage insurable perils (including loss) and public liability. The sum insured for these liabilities shall not be less than £5,000,000.

3.8 Unless you purchase an insurance product promoted or introduced by us, you agree to provide proof of insurance by providing us with a copy of your insurance details at the start of this Agreement and again during it if we reasonably require, for example if we believe your insurance may no longer be in force. Where proof of insurance is required, you agree to pay our fee of £35 plus VAT on checking you have complied with your obligation to arrange insurance. We are not insurance experts and check only the name of the insured, period of cover and the sums insured. We assume no duty to you to check you have insured against the correct risks.

3.9 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. We may ask you to remove the Caravan from our storage to carry out any work or checks.

3.10 Not to do or fail to do anything which might put us in breach of any condition of the Site Licence, which is always available in a conspicuous place.

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

3.12 We are not required to allow works to be carried out to a caravan in our storage area. If we agree that you may do so, then you must give us written details of the work to be carried out to the Caravan and of any external contractors. You must also ensure all contractors employed by you provide us with the relevant documentation for us to ensure the work will be done in a safe place and safe environment by competent and insured contractors. You must comply with these obligations at least 14 days before the contractors start work (or, in the case of emergency, give us as much notice as possible).

3.13 To permit us to move the Caravan around our storage area and the Park, un-securing and re-securing as necessary.

3.14 To act in a courteous and considerate manner towards us, our staff and anyone visiting, using or working on the Caravan and/or our storage area and the Park

including other customers.

3.15 Not to keep or use any unlawful property or drugs at the Caravan or on the Park.

4 Termination of the Agreement

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

4.1 Because the Storage Period has come to an end.

4.2 By you losing ownership of the Caravan.

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

4.4 By either of us giving notice in writing to the other of our wish to end it.

5 When we may terminate the Agreement

5.1 We are entitled to bring this Agreement to an end by writing to you giving you not less than one month's notice at any time.

5.2 If you are in serious breach of your obligations under this 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 Agreement. In deciding what period of notice is reasonable, we shall have due regard to the nature of the breach and other relevant circumstances.

5.3 If you are in breach of any of your obligations under this Agreement which is capable of being remedied (for example, a failure to pay any sum due promptly), we may write giving you warning, specifying the breach and asking you to remedy the breach within a reasonable and specified time. If you do not comply with that warning and the breach is either serious and/or amounts to persistent breaches of obligation, which taken individually would be minor but which taken together cause a breakdown in the relationship between you and us, we are entitled to write to you to end this Agreement and to require you to make arrangements with us for the removal of the Caravan from our storage area.

6 When you may terminate the Agreement

6.1 You are entitled to bring this Agreement to an end by writing to us giving us not less than one month's notice at any time.

6.2 However, if we have broken our obligations to you under this Agreement and if as the result you are entitled to end this Agreement you may give us a lesser period of notice but should still give us as much notice as possible.

6.3 You may also give us a lesser period of notice if you decide not to replace your Caravan following a total loss for which you are insured under clause 3.7. Again, you should still give us as much notice as possible.

7 The consequences of termination of the Agreement

7.1 You will arrange with us for the immediate removal of the Caravan and all other property of yours from our storage.

7.2 If following termination of this Agreement you fail to arrange the removal of the Caravan, 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 the removal



and disposal of the Caravan.

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

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

7.5 Where we sell the Caravan, we will account to you for the sale proceeds we receive less (a) our reasonable costs of storage under clause 7.4, (b) our reasonable costs of removal and disposal or sale and (c) any other undisputed sum due from you to us.

7.6 We will repay to you any charges which you have paid us for a period after the Agreement has ended on a pro rate basis, less any sums properly due to us.

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

8 Park Rules

8.1 You must comply with any Park Rules which are relevant to our storage service.

8.2 It may be necessary or desirable to change the Park Rules from time to time, including for reasons of health and safety, the efficient running of the Park, environmental issues, local authority requirements, and/or

changes in law or regulations or in the interpretation of law and regulations imposed upon us, in which case we will notify you in writing to your current address.

8.3 Any changes made to the Park Rules after the signing of this Agreement may affect you because you will be required to comply with the changed Park Rules but will not affect anything else to which you are entitled under this Agreement.

9 Keys

9.1 We may hold a key to your Caravan.

9.2 We may use the key for any purpose you authorise, for example to carry out agreed repairs, and to gain access if this is necessary to move the Caravan into, out of or around storage.

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

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

10 Complaints and disputes

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

resolved by the following means:

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

10.2 We may refer questions arising under clause 7.2 to an Independent Surveyor.

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

10.4 We may agree to refer any dispute to an Alternative Dispute Resolution service. If we have not been able to resolve a dispute with you then we will give you details of any service we recommend, but this does not prevent you from suggesting another for us to consider. 10.5 The above are all alternatives to going to Court, but if you prefer to go to Court, this Agreement does not in any way prevent you from doing so.

11 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.

Frequently Asked Questions about holiday use

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

Q. What can my Caravan be used for?

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

Q. What is a holiday?

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

Q. How long can a holiday be?

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

Q. How frequently can I have a holiday?

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

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

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

Q. Can I register with the doctor locally?

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

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

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

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

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

Q. Can I run a business from the Caravan?

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

Q. Can I have post delivered to the Park?

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

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

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

Q. What happens if I break the holiday rule?

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

Q. What happens if my circumstances change?

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

