

Pitch Number  
SF

# COMBINED PURCHASE AND LICENCE AGREEMENT

for a Caravan Holiday Home at:

Skelwith Fold Caravan Park

Ambleside

Cumbria

LA22 0HX

015394 32277

[www.skelwith.com](http://www.skelwith.com)

[info@skelwith.com](mailto:info@skelwith.com)



**Skelwith Fold Caravan Park Ltd.**

Registered in England No 709154 at  
Mosswood, Crimbles Lane, Cockerham,  
Lancaster, LA2 0ES  
VAT Reg No. 154 7693 35

Purchase Agreement Issue **2.6**  
Updated September 2023



# SECTION 2 - PURCHASE AGREEMENT

for a Caravan Holiday Home at Skelwith Fold Caravan Park

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

**BUSINESS NAME:** Skelwith Fold Caravan Park Ltd

**ADDRESS:** Ambleside, Cumbria, LA22 0HX

**CONTACT:**

**TELEPHONE:** 015394 32277

**FAX:** 015394 34344

**E-MAIL:** info@skelwith.com

**BUYER** (referred to as "you/your" throughout this Licence Agreement)

**NAME(S):**

You are not allowed to live in the Caravan as your only or main residential home. You can only use the Caravan for holidays and recreational purposes. The 'Frequently Asked Questions' at the end of the Licence Agreement explain what we mean by this. In the Space below, you must give us your only or main residential address. We will send all correspondence relating to the Caravan to the address you give us. If we ask, you must provide us with documents that show that you live at the address given below.

**ADDRESS:**

**POSTCODE:**

**TELEPHONE day:**  **TELEPHONE evening:**

**MOBILE 1:**  **MOBILE 2:**

**E-MAIL:**

**FINANCE COMPANY (if applicable):**

If you use finance to buy the Caravan, then legally the finance company may be the buyer of the Caravan under this Purchase Agreement. You should check with the finance company before signing this Purchase Agreement.

## CARAVAN DETAILS

**MAKE:**  **MODEL TYPE:**

**LENGTH:**  **WIDTH:**  **SERIAL NUMBER:**

**MAXIMUM SLEEPING CAPACITY:**  **MANUFACTURE YEAR:**  **MODEL YEAR:**

**SPECIFICATION:**  EN 1647  BS 3632

**PITCH NUMBER:**  **ORDERED FROM:**

### AFTERSALES SERVICE AND WARRANTY:

You are entitled to expect that any goods or services you receive from us conform with the contract. This means that the Caravan and any other goods and services that we sell or supply to you under this Purchase Agreement should match the description we have given to you. If they do not, please let us know as soon as you can and we will try to resolve your concern.

The Caravan is sold with the benefit of a warranty, details of which are attached.

Your statutory rights are not affected by any warranty.

Individual fittings/appliances may be covered by separate warranties and not by the Caravan manufacturer's warranty. We will give you details on request. Copies will be provided in your Caravan. You may need to register each warranty.



## AUTHORISED MEANS OF PAYMENT

YOU MAY PAY US IN ANY OF THE FOLLOWING WAYS FOR YOUR CARAVAN:

BY CHEQUE AT THE PARK OFFICE

BY BANK TRANSFER USING THE FOLLOWING DETAILS:

**DEPOSITS**  
SKELWITH CLIENT ACC  
62974793  
01-09-75

**FINAL BALANCE**  
SKELWITH FOLD  
62974777  
01-09-75

REF #:

REF #:

The above bank account details should only be used for the purposes listed and not for future invoices.

## ESTIMATED DATE

ESTIMATED DATE WHEN THE CARAVAN WILL BE AVAILABLE:

(dd/mm/yyyy)

THIS DATE IS ONLY AN ESTIMATE AND MAY NOT BE RELIED ON AS AN ESSENTIAL TERM OF CONTRACT.

You must pay the agreed total purchase price to become the owner of the Caravan.

## PITCH FEE

ANNUAL PITCH FEE FOR THE PERIOD: 1<sup>st</sup> May  to 30<sup>th</sup> April  is £

(yyyy)

(yyyy)

PITCH FEE TO BE APPORTIONED: from  BALANCE DUE ON HANDOVER

(dd/mm/yyyy)

THE PITCH FEE IS REVIEWED EACH YEAR IN: September

THE NEXT PITCH FEE REVIEW DATE WILL BE: September,

(yyyy)

## RATES (local authority)

ANNUAL RATES FOR THE PERIOD: 5<sup>th</sup> April  to 4<sup>th</sup> April  is £

(yyyy)

(yyyy)

RATES TO BE APPORTIONED: from  BALANCE DUE ON HANDOVER

(dd/mm/yyyy)

THE RATES ARE REVIEWED EACH YEAR AND WILL CHANGE.

## COMPLAINTS

We want you to enjoy your Caravan. If you have any complaint relating to this Purchase Agreement, we encourage you to discuss it with us. Please refer to:

**NAME:** Geoff Elliot

**JOB TITLE:** Manager

**TELEPHONE:** 015394 32277

**Email:** geoff@skelwith.com

You must keep to the terms and conditions of this Purchase Agreement which are set out below.

You must also keep to the terms of the Licence Agreement and to the Park Rules which are attached to this Purchase Agreement. The Licence Agreement and the Park Rules contain the terms on which you can site your Caravan on the Park and the rules you must keep to when you, your family and guests use your Caravan.

We have set out below a summary of some of the important terms of the Licence Agreement, but you should make sure that you read the whole Licence Agreement and the Park Rules.

## SUMMARY OF SOME IMPORTANT TERMS OF THE LICENCE AGREEMENT TO KEEP THE CARAVAN ON THE PITCH

	<b>STARTS (estimated date where Caravan delivery date has not been confirmed):</b>	<b>ENDS:</b>
<b>AGREEMENT PERIOD</b>	<input type="text" value=" / /"/> (dd/mm/yyyy)	<input type="text" value=" / /"/> (dd/mm/yyyy)

This means that once the Licence Agreement Period has expired, you must arrange with us for the Caravan to be removed from the Park.

**PITCH FEE:** You must pay the Pitch Fee by the Payment Date. The Pitch Fee will change each year as we review it following the procedure in clause 8 of the Licence Agreement.

**RESALE OF THE CARAVAN ON THE PITCH** is not permitted

**RIGHT TO REPLACE CARAVAN:** Your right to replace the Caravan on the Pitch is limited to replacement only following destruction by fire, natural disaster or other similar occurrence.

**NO USE AS AN ONLY OR MAIN RESIDENCE:** You can only use the Caravan for holiday and recreational purposes. You must not use the Caravan as your only or main residential home. Please see the Frequently Asked Questions supplied with the Licence Agreement for further explanation of what we mean by this. If you do use the Caravan as your only or main home, then you will be breaking the terms of the Licence Agreement. Your obligations are set out in clause 4.2 of the Licence Agreement and the consequences of breaking them are set out in clauses 11.1 and 11.2.

**YOU ARE ENTITLED TO USE THE CARAVAN EACH YEAR:**

**FROM:** 1st March      **TO:** 15th November

**INSURANCE:** You must insure the Caravan at your own expense in accordance with clauses 4.5 and 4.6 of the Licence Agreement. Your insurance must cover all the specified risks and the minimum values.

**HIRING OUT THE CARAVAN** is not permitted.

## TERMS AND CONDITIONS OF SALE

1. We are pleased to accept your order for the Caravan detailed in this Purchase Agreement. You are encouraged to take time to read all the details of this Purchase Agreement and the related Licence Agreement and Park Rules. If you decide not to proceed within a period of five days from the date of this order and before you have paid in full, you may cancel without penalty by giving us notice in writing.
2. If you want to cancel this Purchase Agreement by cancelling outside the five-day "cooling off" period, you will have to pay us our reasonable costs and expenses that we incur as a result of your cancelling.
3. We will notify you in writing when the Caravan is sited and ready for use. Any date given 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. However, if any delay exceeds three months then you may tell us that we must now complete the sale within a further 28 days from your notice. If we do not, you may then cancel the contract and receive a full refund of your deposit. You may only send us this notice after the delay has already exceeded three months.

## TERMS AND CONDITIONS OF SALE (continued)

4. You must pay the balance due for the purchase of the Caravan within 28 days after we have notified you under clause 3 above that it is ready for use, then:
  - (a) we reserve the right to charge interest at 3% per annum over the published base rate of Barclays Bank plc to cover the period from the end of that month until payment actually takes place or this contract is cancelled; and
  - (b) we may also tell you in writing that you must now pay in full within a further 28 days from our notice. If you do not, then we may cancel the contract. You will have to pay us our reasonable costs and expenses that we incur as a result of cancelling the contract.
5. Our reasonable costs and expenses recoverable under clause 2 or 4(b) above include the Pitch Fees that we would have received from you until the time that we can re-let the pitch to another person and any reduction in the price we achieve for selling the Caravan. We can deduct our reasonable costs and expenses from your deposit before returning any balance to you. If our costs and expenses exceed the deposit, then we may ask you to pay the balance.
6. If the rate of VAT changes, we will make the necessary adjustments to the amount of VAT charged to you.
7. It is important the Caravan is insured at all times. Please check your Licence Agreement to ensure you meet the insurance requirements in accordance with clauses 4.5 and 4.6 and ask us about cover that may be promoted or introduced by us.
8. Nothing in these conditions will reduce your statutory rights relating to faulty or misdescribed goods. For further information about your statutory rights, contact your local authority Trading Standards Department or Citizens Advice Bureau.

## SIGNATURES

**THIS IS A LEGALLY BINDING AGREEMENT.**

**BEFORE YOU SIGN, YOU SHOULD READ EACH PAGE CAREFULLY AND INITIAL AGAINST IT TO CONFIRM YOUR UNDERSTANDING AND ACCEPTANCE.**

**YOU WILL BE BOUND BY THE AGREEMENT ONCE YOU SIGN BELOW, SO YOU SHOULD ONLY DO SO IF YOU FULLY UNDERSTAND AND AGREE TO ITS TERMS AND CONDITIONS.**

**PLEASE ASK US BEFORE YOU SIGN:**

- If you do not fully understand and term;
- If you believe that you have agreed to a term with us which is not recorded in this Agreement, including the Special Terms and Instructions section.

**SELLER (PARK OR REPRESENTATIVE)**

(Signature)

(Name)

**BUYER(s):**

(Signature/s)

(Name/s)

**DATE OF AGREEMENT:**   
(dd/mm/yyyy)

**There should be two signed copies of this Purchase Agreement: one kept by the buyer and one kept by the seller (Park).**

Attached: Licence Agreement  
Park Rules  
Any warranty details

# SECTION 3 - LICENCE AGREEMENT FOR A HOLIDAY CARAVAN PITCH

for a Caravan Holiday Home at Skelwith Fold Caravan Park

## PART I Particulars

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

**BUSINESS NAME:** Skelwith Fold Caravan Park Ltd

**ADDRESS:** Ambleside, Cumbria, LA22 0HX

**CONTACT:**

**TELEPHONE:** 015394 32277

**FAX:** 015394 34344

**E-MAIL:** info@skelwith.com

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

**NAME(S):**

You are not allowed to live in the Caravan as your only or main residential home. You can only use the Caravan for holidays and recreational purposes. The 'Frequently Asked Questions' at the end of the Licence Agreement explain what we mean by this. In the Space below, you must give us your only or main residential address. We will send all correspondence relating to the Caravan to the address you give us. If we ask, you must provide us with documents that show that you live at the address given below.

**ADDRESS:**

**POSTCODE:**

**TELEPHONE day:**

**TELEPHONE evening:**

**MOBILE 1:**

**MOBILE 2:**

**E-MAIL:**

**FINANCE COMPANY (if applicable):**

If you use finance to buy the Caravan, then legally the finance company may be the buyer of the Caravan under this Purchase Agreement. You should check with the finance company before signing this Purchase Agreement.

## CARAVAN DETAILS

**MAKE:**

**MODEL TYPE:**

**LENGTH:**

**WIDTH:**

**SERIAL NUMBER:**

**MAXIMUM SLEEPING CAPACITY:**

**MANUFACTURE YEAR:**

**MODEL YEAR:**

**SPECIFICATION:**  EN 1647

BS 3632

**PITCH NUMBER:**



## PITCH FEE

ANNUAL PITCH FEE FOR THE PERIOD: 1<sup>st</sup> May   
(yyy) to 30<sup>th</sup> April   
(yyy) is £

PITCH FEE TO BE APPORTIONED: from   
(dd/mm/yyyy) **BALANCE DUE ON HANDOVER**

THE PITCH FEE IS REVIEWED EACH YEAR IN: September

THE NEXT PITCH FEE REVIEW DATE WILL BE: September,   
(yyy)

## RATES (local authority)

ANNUAL RATES FOR THE PERIOD: 5<sup>th</sup> April   
(yyy) to 4<sup>th</sup> April   
(yyy) is £

RATES TO BE APPORTIONED: from   
(dd/mm/yyyy) **BALANCE DUE ON HANDOVER**

THE RATES ARE REVIEWED EACH YEAR AND WILL CHANGE.

## AUTHORISED MEANS OF PAYMENT

YOU MAY PAY US IN ANY OF THE FOLLOWING WAYS FOR YOUR CARAVAN:

- BY CHEQUE AT THE PARK OFFICE  
 BY BANK TRANSFER USING THE FOLLOWING DETAILS:

SKELWITH FOLD  
62974777  
01-09-75

REF #:

The above bank account details should only be used for the final balance of your caravan and not for future invoices.

## COMPLAINTS

We want you to enjoy your Caravan. If you have any complaint relating to this Purchase Agreement, we encourage you to discuss it with us. Please refer to:

**NAME:** Geoff Elliot

**JOB TITLE:** Manager

**TELEPHONE:** 015394 32277

**Email:** geoff@skelwith.com

## SUMMARY OF SOME IMPORTANT TERMS OF THIS AGREEMENT

**AGREEMENT PERIOD** **STARTS:**  (dd/mm/yyyy)  
The date when you may first use your Caravan.

**ENDS:**  (12 Years)  
(dd/mm/yyyy)  
The date when your Agreement expires.

If on this date there is no notice outstanding under clause 11 of the Licence Agreement and there are no circumstances which would entitle us to serve such notice then we will lengthen this agreement by 2 years so that it expires on:

**ENDS:**  (14 Years)  
(dd/mm/yyyy)

This means that once the Licence Agreement Period has expired, you must arrange with us for the Caravan to be removed from the Park.

**PITCH FEE:** You must pay the Pitch Fee by the Payment Date. The Pitch Fee will change each year as we review it following the procedure in clause 8 of the Licence Agreement.

**RESALE OF THE CARAVAN ON THE PITCH** is not permitted

**RIGHT TO REPLACE CARAVAN:** Your right to replace the Caravan on the Pitch is limited to replacement only following destruction by fire, natural disaster or other similar occurrence.

**NO USE AS AN ONLY OR MAIN RESIDENCE:** You can only use the Caravan for holiday and recreational purposes. You must not use the Caravan as your only or main residential home. Please see the Frequently Asked Questions supplied with the Licence Agreement for further explanation of what we mean by this. If you do use the Caravan as your only or main home, then you will be breaking the terms of the Licence Agreement. Your obligations are set out in clause 4.2 of the Licence Agreement and the consequences of breaking them are set out in clauses 11.1 and 11.2.

**YOU ARE ENTITLED TO USE THE CARAVAN EACH YEAR:**

**FROM:** 1st March      **TO:** 15th November

**PARK RULES:** You must comply with the Park Rules (copy attached).

**INSURANCE:** You must insure the Caravan at your own expense in accordance with clauses 4.5 and 4.6 of the Licence Agreement. Your insurance must cover all the specified risks and the minimum values.

**HIRING OUT THE CARAVAN** is not permitted.

## PITCH SERVICES

	Available with payment included within the Pitch Fee.	Available at additional charge. For any additional service we will charge a reasonable fee which will include a profit element or administration charge. However, we will never charge you more than the law allows. For example, we will charge for electricity in accordance with the Ofgem Maximum Resale Price Provisions - Decision document 2002 (07/02) or any law which replaces this.	Not Available.
Water	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Electricity	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Gas	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Grounds Maintenance	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Sewerage	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Land Drainage	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Waste Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
WiFi	<input type="checkbox"/>	<input checked="" type="checkbox"/> via third-party	<input type="checkbox"/>

## PERSONAL DATA

Any personal data you give to us will be processed in accordance with the law and our privacy policy which can be found at <https://www.skelwith.com/policies-and-terms/>

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

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

Email

Telephone

Mail

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

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

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

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

## PART II

# Terms and conditions of this Licence Agreement

### I. Meaning of Expressions used in this Licence Agreement and Interpretation:

1.1 'Agreement Period' means the period shown as the Agreement Period in Part I.

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

1.3 'Commission' is not applicable.

1.4 'Family Member' means your spouse, civil partner, parent, grandparent, child, grandchild, brother or sister, and the spouse of any of those persons and treating the stepchild of any person as his child.

1.5 'Hire/Hiring out' means the act of obtaining payment (whether in cash or in kind) for the use of the Caravan by persons (other than you).

1.6 'Independent Surveyor' means the surveyor appointed under clause 16 for the purpose of determining any dispute under clause 9 of this Licence Agreement or for the purpose of assessing the value of the Caravan under clause 13.

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

The issue of a charge for noting policy details under clause 4.5.3 or

The review of the annual pitch fee under clause 8.4 or

Calculating the sum due from you before we are entitled to retain the Caravan under clause 13.5

If it becomes impossible to measure Inflation by means of the General Index of Retail Prices then we agree to do so by some other index having a similar purpose published by a public body.

1.8 'Park Rules' means the rules of conduct and practice issued by us from time to time and applicable to the use of the Caravan and other facilities at the Park. A copy of the Park Rules in force at the date of this Licence Agreement is attached.

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

1.10 'Pitch Services' means the services which we provide for you and which are listed in Part I.

1.11 'Review Date' means the day set out in Part I on which the Pitch Fee is changed under clause 8 below.

1.12 '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.

1.13 'we/our/us' means the Park Owner described in Part I.

1.14 'Working Day' means Monday, Tuesday, Wednesday, Thursday and Friday, unless these are Bank Holidays.

1.15 'you/your' means the Caravan Owner described in Part I. Where there is more than one person described as the Caravan Owner in this Licence Agreement each is fully responsible for the obligations under this agreement.

### 2. Permission to keep the Caravan on the Pitch

2.1 We permit you throughout the Agreement Period to keep the Caravan on the Pitch at the Park and to use it for holiday and recreational purposes during the period each year described in Part I.

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

2.2.1 The Licence Agreement comes to an end when you sell or transfer the Caravan to anyone else including a Family Member.

2.2.2 However, we will give a new licence agreement on the terms set out in 6 and 7 below, giving equivalent permission to keep the Caravan on the Pitch on terms no less favourable than those contained in this Licence Agreement:

- To a Family Member who is approved by us to whom you give the Caravan or

- To a Family Member who is approved by us and who inherits the Caravan

We will undertake any enquiries under this clause with reasonable diligence and we will notify you of our approval, or, in writing that our approval is to be withheld, as soon as is reasonably practicable. We will only withhold approval of a Family Member on reasonable grounds.

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

2.3 This Licence Agreement does not entitle you to purchase any alternative or replacement caravan except in the event of a total loss of the Caravan by fire or some similar occurrence. You will then be entitled to arrange for us to site a replacement caravan of a similar type and size as the Caravan.

### 3. Our Obligations

We agree with you as follows:

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

3.2 We will move the Caravan from the Park or the Pitch only in accordance with the provisions of clauses 9, 11 and 13

3.3 We will notify you of any changes to the Park Rules in writing as outlined in clause 14.

3.4 We will comply with our obligations if you terminate this Licence Agreement under clause 12.

3.5 We will insure the Park against usual third party risks to a minimum of £2m per claim.

### 4. Your Obligations

You agree with us as follows:

4.1 To comply with the terms of this Licence Agreement and the Park Rules.

4.2 To use the Caravan only for holiday and recreational purposes (and not as your only or main permanent residence). You agree to produce to us in response to a written request satisfactory proof that your main residence is at the address registered with us (set out in Part I of this Licence Agreement), such as a council tax bill, utility bill or driving licence in your name. You agree to inform us in writing of any change in your permanent address.

4.3 To pay the Pitch Fee and other charges due to us on the days set out in Part I.

4.4 To pay to us interest at 4% per annum over base rate from time to time of a London clearing bank (in Northern Ireland, a Northern Irish Bank) nominated by us on any undisputed sums overdue.

4.5.1 To insure the Caravan to its full value against all usual risks including fire and smoke, explosion, lightning and thunderbolt, earthquake, riot, civil commotion, strikes and labour disturbances, aircraft and other aerial devices or anything dropped or falling from them, storm or flood, theft or attempted theft, escape of water or oil from any fixed domestic water or heating installation, collision by any vehicle or animal, breakage or collapse of television or radio aerials, satellite receiving dishes, their fittings or masts, malicious acts or vandalism, water freezing in any fixed domestic water or heating installation, falling trees, telegraph poles or lampposts or any parts of them, accidental damage to underground service pipes and cables for which you are responsible, accidental breakage to fixed glass in windows, doors, fanlights and skylights and ceramic hobs in fixed appliances, accidental breakage of sanitary fixtures, subsidence, heave or landslip of the site on which the Caravan stands, accidental damage, architects, surveyors legal and other fees to re-build or repair the Caravan, cost of removing debris, demolishing, propping up or supporting parts which have been damaged, The additional costs of rebuilding or repairing the damaged parts of the Caravan to meet any Government or Local Authority requirements, cost incurred in the delivery and/or re-siting of any structure at the insured premises, loss of rent and alternative accommodation, Property Owners Liability, Public and Employees Liability.

4.5.2 The sum insured for Property Owners Liability, Public and Employees Liability shall not be less than £2,000,000

4.5.3 Unless you insure through our agency or by using our brokers, you agree to provide proof of insurance by providing us with a copy of your insurance details each year and to pay us an annual fee of £35 plus VAT for verifying the level of cover, maintaining administrative records, copying and invoicing. This fee is to change each year in line with Inflation up to the previous Review Date.

4.6 To keep the Caravan in a good state of repair and condition both visually and structurally and so as to retain its mobility and in a safe, habitable state including the repair and maintenance of all installations and appliances and undertaking and/or commissioning all relevant periodic safety checks.

4.6.1 The caravan owner is responsible for trimming the vegetation for a strip 9" wide around the perimeter of the caravan. Grass cuttings and garden debris must be disposed of as directed by the Park Owners.

4.7 Not to do or omit to do anything which might put us in breach of any condition of the Site Licence which is available on the park in a conspicuous place and to comply with all statutory requirements (including any relevant planning permissions) in relation to the Caravan and its installations and furnishings. For example, the conditions of the Site Licence which are likely to affect you are those requiring the space between caravans to be kept clear, those prohibiting combustible structures between caravans, those regarding car parking and those requiring the underside of caravans to be kept clear.

4.8 Not to carry out any building works at the Park or to erect any extension to the Caravan or without our written permission to erect any hut, fence, structure, TV aerial or clothes line or to connect any services or utilities to the Caravan. We will only withhold our consent to such works on reasonable grounds.

4.9 To give us written notice of any work to be carried out to the Caravan by external contractors and to ensure all contractors employed by you provide us with the relevant documentation so that we can check their insurance and competence in order to maintain a safe environment on the Park at least seven days before the contractors start work (or in the case of emergency, as much notice as possible). See also Park Rules clause 18.

4.10 To permit us to remove the Caravan from the Pitch in accordance with the rights we have under clause 9, 11 and 13 of this Licence Agreement.

4.11 You have an obligation to arrange with us the removal of the Caravan from the Park following the expiry of the Agreement Period (for whatever reason) in accordance with clause 13.1. To maintain standards on the Park and to prevent damage to the Park and its installations, any work in de-siting or removing the Caravan (even after termination of this Licence Agreement) must be done by us or by our contractors. You agree to pay us for removing the Caravan from the Park or for moving the Caravan at your request. Our charges will be reasonable and based on the time spent and the work done and shall not exceed those of a written quotation for having the work carried out by an appropriately competent and a suitably qualified and experienced independent contractor(s) and in accordance with industry guidance. We will provide you with a written quotation for any work in de-siting or removing the Caravan. If within 14 days of receiving our written quotation, you provide us with a written quotation for the same work to be carried out by an appropriately competent and experienced independent contractor(s) and in accordance with industry guidance, we will charge you no more than the independent

contractor(s)' quotation for the work.

4.12 To comply with any requirement contained in Part I as to Hiring out the Caravan.

4.13 To comply with the provisions of clause 6 and 7 below when gifting the Caravan or when it is inherited.

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

4.15 To arrange safety checks as reasonably required by the park or statute and make available any certificates on request.

## 5. Behaviour Standards

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

5.1 To act in a courteous and considerate manner towards anyone visiting, using or working on the Caravan or the Park including us, our staff, other customers of ours and users of other caravans and accommodation at the Park.

5.2 To supervise children properly so that they are not a nuisance or danger to themselves or others.

5.3 Not to:

5.3.1 commit any criminal offence at the Park or use the Caravan in connection with any criminal activity.

5.3.2 commit any acts of vandalism or nuisance.

5.3.3 use fireworks.

5.3.4 keep or carry any firearm or any other weapon at the Park.

5.3.5 use any unlawful drugs.

5.3.6 create undue noise or disturbance.

5.3.7 carry on any trade or business at the Park.

5.3.8 permit anyone who is to your knowledge on the Violent & Sex Offenders Register (or any register which replaces this) to use or visit the Caravan.

5.4 You accept that any breach of these behaviour standards may bring about the termination of this Licence Agreement. Termination by us is dealt with by clause 11. Any serious breach may result in termination of this Agreement under clause 11.1.

## 6. Selling the Caravan

6.1 You may sell the Caravan in one of two ways:

6.1.1 To us if we agree.

6.1.2 Or off the park so long as you arrange the removal of the Caravan through us and pay our charges for de-siting and removing the Caravan from the Pitch in accordance with clause 4.11 above.

6.2 You agree to write to us telling us the price at which you intend to sell the Caravan to your buyer in which case we are entitled to buy the Caravan from you, for the same price, without charging you any Commission during the five Working Days after our receiving your letter. If we wish to buy the Caravan under this arrangement, we will notify you in writing by first class post. If we buy the Caravan from you in this way, we may only deduct from the purchase price we pay to you sums which are lawfully due to us under this Licence Agreement and any sum needed to settle outstanding finance. We shall send you the payment for the Caravan within five Working Days after sending you notification of our decision to purchase the Caravan.

6.3 The rights to sell the Caravan contained in this clause 6 may be exercised by your personal representatives after your death.

## 7. Giving the Caravan away

7.1 You have the right to make a gift of the Caravan to a proven Family Member including on your death either by will or as the result of the operation of the law relating to intestacy as long as we approve the Family Member who receives the gift.

7.2 If you give the Caravan to a Family Member or a Family Member inherits the Caravan following your death, the Family Member may apply to us for an agreement to keep the Caravan on the Park, provided that

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

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

7.2.3 we are reasonably satisfied that the Family Member will comply with equivalent obligations to your obligations under this Licence Agreement.

We will give that Family Member an agreement for the term of the Agreement Period which then remains unexpired, and otherwise containing no less favourable terms to the Family Member as this Licence Agreement is to you, without charge.

7.3 The rights contained in this clause 7 do not affect the right of your personal representatives to sell the Caravan in accordance with the procedure set out in clause 6 above as if "you" in that clause referred to the personal representative(s).

7.4 We will undertake that any enquiries that we may make under this clause are carried out with reasonable diligence and we will notify you of our approval, or, in writing, that our approval is to be withheld, as soon as is reasonably practicable. Our approval will not be unreasonably withheld.

## 8. Review of Pitch Fees

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

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

8.3 The proposed reviewed Pitch Fee will become payable with effect from the Review Date unless not less than 51% of the owners of caravans affected by a proposed increase in the Pitch Fee write to us objecting to the proposal within 28 days. If that happens then you and we shall take the following steps:

8.3.1 Until the reviewed Pitch Fee is determined, you will continue to pay the Pitch Fee at the rate which was last payable under this Licence Agreement.

8.3.2 You will pay any shortfall between the rate at which Pitch Fees have been paid and the reviewed rate within 28 days after the reviewed Pitch Fee has been determined.

8.3.3 The question of the amount of the reviewed Pitch Fee will be determined either by agreement between you and us, or dealt with as a dispute under clause 16 below.

8.4 We will review the Pitch Fee having regard to the following criteria:

8.4.1 Any charges which are not within our control such as rates, water charges and other charges paid to third parties, including those caused by a change in the law or rates of taxation.

8.4.2 Inflation.

8.4.3 Sums spent by us on the Park and/or its facilities for the benefit of the owners of caravans.

8.4.4 Changes in our operating costs including those brought about by changes in the law or regulatory change and by taxation.

8.4.5 Market rates for pitch fees.

8.5 Clause 16 below applies in the event of dispute over a proposed increase in the Pitch Fee.

8.6 Where we review our charges so that you pay a separate charge for a service which was previously supplied and paid for through the Pitch Fee, we shall be obliged to reduce the Pitch Fee by an amount equivalent to the cost to us of supplying that service.

## 9. Moving the Caravan

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



9.2.1 We are allowed to move the Caravan for the purposes of redevelopment and/or maintenance of the Park and when this happens we will give you at least 28 days' notice in writing. If the Caravan has to be moved because of some emergency or because of works to be carried out by a third party over whom we have no control such as a water supply company or other utility company, we will give you as much notice as we can.

9.2.2 We will ensure that any temporary move to an alternative pitch of similar quality will be as short as reasonably practicable for the redevelopment and/or maintenance work.

9.3 We will be responsible for all reasonable costs incurred in moving the Caravan.

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

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

## 10. Termination of the Licence Agreement

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

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

10.2 Because the Agreement Period has come to an end.

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

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

## 11. When we may terminate the Licence Agreement

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

11.2 If you are in breach of any of your obligations under this Licence Agreement which is capable of being remedied (for example such as a failure to comply with the behaviour standards in clause 5 or a failure to repair the Caravan (clause 4.6) or to pay Pitch Fees or any other accounts promptly (clause 4.3)) or any other accounts, 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 mounts to persistent breaches of obligation which taken individually would be minor but which taken together cause a breakdown in the relationship between us, we are entitled to write to you to end the Licence Agreement and to require you to make arrangements with us for the removal of the Caravan from the Park within 28 days.

## 12. When you may terminate the Licence Agreement

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

## 13. The consequences of termination of the Licence Agreement

13.1 You will arrange with us for the removal of the Caravan and all other property of yours from the Park within one month after termination of this Licence Agreement however that comes about. In accordance with clause 4.11 above any work in de-siting or removing the Caravan must be done by us or through our contractors for which you agree to pay us our reasonable costs. Payment of our costs in the movement or de-siting of the Caravan will not be sought if we are proven to be in serious breach of our obligations under this Agreement.

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

13.3 Where you have terminated the Licence Agreement, we will repay to you at least on the scale set out below any Pitch Fees (excluding rates) and other charges which you have paid us for a period after the Licence Agreement has ended, less any sums properly due to us. Where the number of months since the payment date to the end of the month of termination is:

Months since due payment date	Percentage refund due
Up to the end of May	80%
Up to the end of June	60%
Up to the end of July	40%
Up to the end of August	20%
After 31 <sup>st</sup> August each year	No refund

The scale of percentage refund payments set out above does not prejudice any further action you take against us if we are proven to be in breach of our obligations under this Agreement.

13.4. Where we end the Licence Agreement, we will repay to you on the same scale set out in the table 13.3 above.

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

## 14. Park Rules

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

14.2 Any changes made after the signing of this Licence Agreement will not affect anything to which you are entitled under this Licence Agreement.

14.3 Where the park rules give us a discretion or require our prior consent, we will act reasonably. If you do not agree that our decision is reasonable then we will agree any request you make to refer our decision to an arbitrator in accordance with clause 16.1 below.

## 15. Hiring out the Caravan.

15.1 Part I of this Licence Agreement makes it clear that you are not allowed to Hire out the Caravan.

15.1.1 You may let friends and acquaintances use your caravan from time to time, non-family members are restricted to a maximum of five visits in any one season and must sign in at reception on arrival and sign out on departure.

## 16. Disputes

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

16.1.1 We may agree between us to refer any dispute to an arbitrator (or in Scotland an arbiter) as an alternative to going to Court but if you prefer to go to court this Licence Agreement does not in any way inhibit you from doing so.

16.1.2 We may refer questions arising under clause 9 or clause 13.2 to an Independent Surveyor.

## 16. Keys

16.1 We may hold a key to your caravan.

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

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

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

## 17 Complaints and disputes

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

17.1 If you have any complaint relating to this Licence Agreement we encourage you to discuss it with us. The contact to whom you should refer your complaint is given in Part 1 of this Licence Agreement.

17.2 We may refer questions arising under clauses 8, 9.5 or 13.3 to an Independent Surveyor.

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

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

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

## 18. Communications

18.1 We agree that any letters or other communications between us shall be sent to the address appearing in Part 1 unless we have told you or you have told us of another address to be used instead. Letters and other communications will not be addressed to you at the Caravan.

## 19. Statutory Rights

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

# SIGNATURES

**THIS IS A LEGALLY BINDING AGREEMENT.**

**BEFORE YOU SIGN, YOU SHOULD READ EACH PAGE CAREFULLY AND INITIAL AGAINST IT TO CONFIRM YOUR UNDERSTANDING AND ACCEPTANCE.**

**YOU WILL BE BOUND BY THE AGREEMENT ONCE YOU SIGN BELOW, SO YOU SHOULD ONLY DO SO IF YOU FULLY UNDERSTAND AND AGREE TO ITS TERMS AND CONDITIONS.**

**PLEASE ASK US BEFORE YOU SIGN:**

- If you do not fully understand and term;
- If you believe that you have agreed to a term with us which is not recorded in this Agreement, including the Special Terms and Instructions section.

**SELLER (PARK OR REPRESENTATIVE)**

(Signature)

(Name)

**BUYER(s):**

(Signature/s)

(Name/s)

**DATE OF AGREEMENT:**   
(dd/mm/yyyy)

**There should be two signed copies of this Purchase Agreement: one kept by the buyer and one kept by the seller (Park).**

Attached: Licence Agreement  
Park Rules  
Any warranty details

You confirm your understanding and agreement  (initials)

# SECTION 4 - PARK RULES

1. The speed limit within the park is 10 m.p.h. and must be strictly observed in the interests of safety of other park users. Only holders of a current Driving Licence and Insurance are permitted to drive any vehicle within the park.
2. Motor vehicles are permitted on the Park at the rate of one per caravan. Additional vehicles are allowed to park at the discretion of the Park Owners and must be parked as and where directed. Commercial vehicles are allowed only with the prior consent of the Park Owners and must be parked as directed.
3. A fire extinguisher of a standard approved by the Fire Officers Committee and to British Standard Specification, must be stored in each caravan in a prominent position and maintained in a viable working condition.
4. The burning of wood, garden waste or any other open fire including the use of chimineas and firepits is strictly forbidden.
5. Dogs and domestic pets are allowed on the park with prior consent of the Park Owners, providing they are kept under control, are not a nuisance or danger, they are not left unattended in caravans and are kept on a short lead when outside the caravan. Dogs are not allowed in the children's play area, the office, shop or the toilets and must not be permitted to range freely in the woodland areas. All "accidents" must be cleared up in order to safeguard public health. Dogs and cats belonging to visitors, are not allowed on the park.
6. In the interest of safety washing lines are not permitted, washing should be hung on approved window bracket frames located only on the entrance door side of the caravan. Washing must not be dried outside at weekends or Bank Holidays.
7. The space underneath each caravan and the immediate vicinity must be kept clean, tidy and free of domestic chattels. Boats may not be kept at caravans but small canoes and similar may be stowed under caravans or within awnings.
8. The topping, pruning or felling of any tree or shrub is not permitted for any reason; where and when necessary, any 'surgery' will be carried out only by the park employees.
9. The land around the Park is private and farmed; all patrons of the Park and their visitors must not trespass on adjoining land for any purpose whatsoever. Please observe the Country Code.
10. The privacy, convenience and enjoyment of other caravan owners must be respected. Between the hours of 10 pm and 8.30 am noise disturbance for any reason must be kept to a minimum.
11. Radios, televisions, record players and musical instruments must not be operated in a manner likely to cause annoyance to others.
12. Hiring out of the caravan is not permitted. This means that the use of any caravan is restricted to the owner, his immediate family and his bona-fide guests. For security reasons, when anyone other than the owner is using a caravan, the Park Owners must be informed in advance, of the name and address of all persons who will occupy the caravan.
13. Guns, firearms or weapons of any type are not allowed on the Park, and the pursuit of game or setting traps is prohibited.
14. Refuse for disposal should be contained in a bag and placed in the nearest available Eurobin. Objects such as bicycles, fridges, bedding or anything bulky are not accepted by our refuse contractors and it is your responsibility to remove such items from the park. In no circumstances should refuse bags be left on the ground, it attracts the attention of dogs, cats and vermin: and also looks unsightly. For their safety! Do not send young children to use the refuse bins. Please make use of the re-cycling bins where appropriate.
15. The water, electricity and gas supplies to your caravan should be turned off whenever the caravan is left unattended. No responsibility will be accepted by the Park Owners, for any accident, leakage or damage which may arise as a result of the connections to the site services and which is not our fault. Caravan owners are responsible for the frost damage protection in respect of their caravans.
16. The electricity supply is limited to approximately 16 amps. If the service is overloaded causing the circuit breaker to trip, a call out and re-connection fee of £ 5.00 will be charged. Stakes or ground anchors must not be driven in to the ground without first consulting the Park Owners. Serious damage could be caused to the services and maybe to yourselves.
17. Where the supply is sufficient electric vehicles must only be plugged into a 6 amp designated car charging point wired directly to the pitch box, not into an extension or a socket wired through the caravan. This must be authorised by the park in writing first.
18. Bottled gas supplies should be ordered and paid for before 3pm on any day and (if eligible for delivery) will be delivered before 5 pm. All deliveries requested out of these hours will be subject to a price surcharge in accordance with the price schedule we publish from time to time (£5.00 as of March 2021). It is recommended that caravans should be equipped with an extra cylinder to avoid running short of gas.
19. A dedicated children's play area is provided and the open field behind the Beckmire area is available for ball games. In order to avoid disturbance to others and the possibility of accidents, ball games are not allowed within the caravan areas. The play areas are unsupervised and must not be used after sunset: young children should at all times be under the control and supervision of a responsible adult.
20. In the interests of security and safety, all persons visiting the park by invitation of caravan owners or guests for the purposes of trade, buying or selling, repair, deliveries or other work must first report to the office providing paperwork detailing scope of work, health and safety policy statement, public liability and indemnity insurance certificates, risk assessments and method statements. We have the right to refuse entry or stop work if these needs are not met. Argos delivery vehicles are not permitted on the park for any reason.



# SECTION 5 - GUIDANCE

This section does not contain any new conditions or rules. We use it to highlight some practical points about spending time on our park and to remind you of some of the important conditions and rules in a less formal way.

1. Outside the park, the B5286, and other roads in the vicinity are narrow and regularly used by large vehicles some with implements, cattle, sheep, pedestrians and cyclists. Beware of the unexpected. Please drive with care and at a moderate speed. If in the slightest doubt when meeting horses or farm animals stop and allow them to pass you. It puts the onus on other users of the road and could enhance the image of caravan users.
2. External structures around and between caravans, such as storage boxes, decking and balconies can be subject to the constraints of the Site Licence, Fire Regulations and Planning Regulations. Our prior approval is therefore required under clause 4.8 of the Licence Agreement before erecting any such structure on the caravan pitch. Any permission granted by the park owners does not imply that the structure is approved with respect to the Site Licence or Model Standards and the park owners accept no responsibility should any authority require the removal of the structure. When the caravan reaches the end of its life and is removed from the park the structure still remains the property of the caravan owner and must be removed from the park and the site left clean and tidy. Timber or wooden structures may not be able to comply with the site licence requirements unless they are fire retardant. Fences and sheds are not permitted.
3. As you are responsible for the behaviour of anyone who visits the park at your invitation, you are also jointly responsible with them for any damage or liability they cause and may be asked to indemnify us against any claim we receive as a result of anything they may have done or failed to do.
4. We are only liable to you or your visitors for any loss or damage if we have been negligent. You should make sure that your insurance covers all your proposed activities on the park.
5. Your Licence Agreement requires you to keep your caravan fully insured against all usual risks, including fire, storm damage, third party and public liability in adequate sums (not being less than £2 million) and to provide us with up-to date details of this insurance if it is not arranged by the Park.
6. Fats, oils, strong detergents and disinfectants upset the biological sewage treatment process and should not be poured down the drains. (Disposable nappies, rags, discarded clothing and contemporary plastic backed feminine hygiene products block the drains and pumps, some plastics are not biodegradable, please dispose other than down the drain). Charges for the sewage and associated environmental services are included in the Rates account.
7. The services provided to each pitch may include mains water, electricity and mains drainage. Whilst it is the intention to provide these services throughout the holiday season, the park is in a rural area and we are not responsible for any interruption to service which is beyond our control.
8. We want everyone who visits our park to have a great time and safe time. For these reasons we reserve the right to change these rules from time to time; please make sure that you familiarise yourself with any changes.
9. Persistent or serious breaches of any of these park rules or unreasonable behaviour of guests depriving other guests of enjoyment of their stay will lead to termination of the licence agreement or cancellation of your booking.
10. Vehicular access to the park from 10:00pm to 8:00am is only possible by personal code. This is provided in your useful information booklet.

# **SECTION 6 - FREQUENTLY ASKED QUESTIONS ABOUT HOLIDAY USE**

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

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

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

**Q. What is a holiday?**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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.

# SECTION 7 - HANDOVER

## CARAVAN AND OWNER DETAILS

CUSTOMER NAME(S):

MAKE:

MODEL TYPE:

LENGTH:

WIDTH:

PITCH NUMBER:

## PRE HANDOVER CHECKS

Is the unit sited and level?

Is the unit clean?

Is the unit decked?

Spare key kept at office?

Electric meter reading?

## HANDOVER

HANDOVER PERFORMED BY (Park representative):

### EXTERNAL HANDOVER

Electric box & trip switch

Pitch etiquette & facilities

Water tap location

Maintenance & winterisation

Gas bottles & changeover valve

Decking, steps & skirting

### INTERNAL HANDOVER

Boiler & heating system demo

Sockets & lights

Operation of cooker & hobs

Fridge & freezer

Pull out bed demonstration

Taps & showers

Fire protection & safety equipment

Television point and aerial

Trip switch & electric operation

Shaving point

Doors, window & ventilation

Smoke alarm

Outside light

Carbon monoxide alarm

Fire demonstration

Notes:

## SIGNATURES

SELLER (PARK OR REPRESENTATIVE)

(Signature)

(Name)

BUYER(s):

(Signature/s)

(Name/s)

