

# Annual Seasonal Agreement

for a touring caravan, motorhome or 5<sup>th</sup> wheeler at



## Part I – Licence Agreement

### 1. The Dorset Hideaway (referred to as “we/us/our” throughout this Agreement)

<b>Business name:</b>	The Dorset Hideaway		
<b>Address:</b>	Bridge Farm, Cardsmill Lane, Whitchurch Canonicorum, Bridport, Dorset. DT6 6RW		
<b>Contact:</b>	Esther Phillips		
<b>Telephone:</b>	01297 480851	<b>Mobile:</b>	07825 958822 07909 690927
<b>Email:</b>	info@thedorsethideaway.co.uk		

### 2. Caravan Owner (referred to as “you/your” throughout this Agreement)

<b>Name(s):</b>			
<b>Address:</b>			
<b>Landline Number:</b>		<b>Mobile Number:</b>	
		<b>Email:</b>	

### 3. Caravan details

<b>Make:</b>		<b>Model:</b>	
<b>Year of manufacture:</b>		<b>CRIS Number:</b>	
<b>Name of insurance company:</b>		<b>Insurance policy number:</b>	
<b>Insurance policy renewal date:</b>		<b>Storage y/n:</b>	
<b>Pitch Number:</b>		<b>Van no:</b>	

<b>Aftersales &amp; complaints service:</b>	You are entitled to expect that our service complies with our obligations in this contract. We are confident that you will be happy with our service but if you have a problem or complaint we encourage you to discuss this with us in person at your earliest opportunity please, so we can try to resolve your concern.
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## 4. Agreement Period

Starts:	Ends:
The date from which we you may use the Caravan/Motorhome/5th Wheeler on the Pitch.	The date when our agreement to store the Caravan/Motorhome/5 <sup>th</sup> Wheeler ends (to be completed only if the parties have agreed a fixed season).
Once the Agreement Period has expired, you must arrange with us for the Caravan to be removed from the Site unless you and we enter into a new agreement. Neither you nor we have to enter into a new agreement.	

## 5. Seasonal Pitch Fee

The Seasonal Pitch Fee you pay helps us to run the Site. You will see some of our work when you are using your Caravan. Other work may be done when you are not here, including when the Site is closed.

There will be times when we do not allow you to use the Caravan. The Agreement Period may be less than the full calendar year. Exceptionally, a change in relevant laws and regulatory requirements may temporarily prevent us from doing so during the Agreement Period ("Exceptional Site Closure"). Such changes may also prevent us allowing you to use some of the Pitch Services, or the Site Services, even though we allow you to use the Caravan ("Exceptional Withdrawal of Services").

The Seasonal Pitch Fee will remain due throughout any such time. This reflects the long-term commitments we make to each other for the full Agreement Period. We will still be complying with our obligation to allow you to keep the Caravan on the Pitch. We will still be committed to allowing you to use it for holiday and recreational purposes when circumstances allow, to supplying the Pitch and Site Services when we are able and to insuring and maintaining the common parts of the Site.

## 6. Price

Summer season 31/3-31/10	£	Due date
<b>Agreed price as two instalments (incl VAT)</b>	<b>500 deposit</b> <b>2100 balance</b>	<i>By 1<sup>st</sup> September each year</i> <i>By 31<sup>st</sup> January each year</i>
<b>Agreed price in three instalments (incl VAT)</b>	<b>500 deposit</b> <b>1050</b> <b>1050</b>	<i>By 1<sup>st</sup> September each year</i> <i>1<sup>st</sup> - by 31<sup>st</sup> January each year</i> <i>2<sup>nd</sup> - by 31<sup>st</sup> March each year</i>
<b>Agreed price as monthly payments (incl VAT)</b>	<b>500 deposit</b> <b>300</b>	<i>By 1<sup>st</sup> September each year</i> <i>&amp; on the 28<sup>th</sup> day of each month</i>
Winter season 31/10-31/3	£	Due date
<b>Agreed price in once instalment (incl VAT)</b>	<b>400</b>	<i>By 31<sup>st</sup> October each year</i>
<b>Winter Storage off pitch in storage compound</b>	<b>200</b>	<i>By 31<sup>st</sup> October each year</i>

## 7. Authorised means of payment

<p>You may pay us in any of the following ways:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> By bank transfer using the following details: <u>Sort code:</u> 20 - 26 - 62 <u>Account number:</u> 43713040 <u>Account name:</u> The Dorset Hideaway <u>Reference:</u> Please use the name that is on the licence agreement &amp; your pitch number</li> <li><input type="checkbox"/> By credit card payment in person at the Site reception office or by phone. We accept VISA &amp; Mastercard cards:</li> <li><input type="checkbox"/> By debit card payment in person at the Site reception office or by phone.</li> <li><input type="checkbox"/> Cash with receipt in person at the Site reception office</li> </ul> <p style="text-align: center;">Apologies cheques are NOT accepted as a form of payment on site thanks.</p>
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## 8. Special terms and instructions

If we have agreed between us any special or extra terms which change or add to the standard terms in this Agreement, then they should be set out below. If there are no special or extra terms, then we should write 'None' in the space below. **We should both add our initials beside it to confirm.**

**COMPLETE OR INSERT NONE AND ADD INITIALS**

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

## 9. Personal data

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

By entering into this Agreement, you agree we may use the information for any purpose related to this Agreement, including providing you with information about the Site. 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 do **not** want us to use your personal data to contact you by email or SMS with information about similar services.

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

Email       Telephone       SMS/text message

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

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

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

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

## 10. Hiring out

**Hiring out the Caravan/Motorhome/5<sup>th</sup> Wheeler to third parties for holiday and recreational use :**

Is not permitted.

**You confirm your understanding and agreement.**

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## 11. 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 included
Water (fair usage) Not for vehicle washing	Yes	£10 per occasion for any washing of cars/units	-
Electricity (250 units summer and 200 units for winter included)	Partial	After first 250 units (summer season) & 200 units (winter season) each extra unit used is charged at 20p/kwhr as per our current Electricity supply provider	-
Gas	No	n/a	-
Grounds maintenance	Yes	-	-
Sewerage (grey water only)	Yes	All chemical toilet waste must be emptied in the room provided for this purpose and not down pitch drain	-
General household waste & recycling	Yes	All bulky items are charged at £25 item disposal fee with prior permission	-
Wi-Fi	No		-

## Part II

### Terms and conditions of this Licence Agreement

#### 1 Meaning of expressions used in this Licence Agreement and interpretation

- 1.1 **"Agreement Period"** means the period for which this Agreement lasts. Part I gives some further details.
- 1.2 **"Caravan"** means the caravan holiday home, motorhome or 5<sup>th</sup> Wheeler 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 **"Site 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 Site. A copy of the Site Rules in force at the date of this Licence Agreement is attached.
- 1.6 **"Site Services"** means any service (other than a Pitch Service) which we have promised to make available without a separate charge to you.
- 1.7 **"Pitch"** does not include any part of the Site except that on which the Caravan stands.
- 1.8 **"Pitch Services"** means the services that we provide for you and which are listed in Part I.
- 1.9 **"Site Licence"** means the caravan Site Licence applicable to the Site issued to us by the local authority under Section 3 of the Caravan Sites and Control of Development Act 1960 and other relevant statutes.
- 1.10 **"We/our/us"** means the Site 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.

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## 2 Permission to keep the Caravan on the Pitch

- 2.1 We allow you throughout the Agreement Period to keep the Caravan on the Pitch at the Site and to use it for holiday and recreational purposes, provided you comply with your obligations in this Licence Agreement. We also allow you to use it for holiday and recreational purposes, provided you comply with your obligations in this Licence Agreement. This right of use is withdrawn during an **Exceptional Site Closure beyond our control**.
- 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 or because an Exceptional Withdrawal of Services is necessary or to comply with **Government legislation** and/or health & safety guidance.
- 3.2 We may make reasonable changes to the Pitch Services and/or to the Park Services provided these changes do not materially reduce their quality. Our changes may reflect changes in relevant laws (either temporary or permanent) and regulatory requirements or implement minor technical adjustments and improvements, for example to address a health and safety risk.
- 3.3 We will insure the Site against usual third-party risks to a minimum of £5,000,000 per claim.
- 3.4 **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 Site 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 1 of this Agreement.
- 4.4 **Pay to us interest** at 3% per annum over the published base rate of Barclays Bank plc from time to time 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).
- 4.6 **Insure at your own expense against Property Owners' Liability (including liability to any third parties employed to work in the Caravan) and Public Liability.** The sum insured for these liabilities shall not be less than £2,000,000.
- 4.7 **Unless you purchase an insurance product promoted or introduced by us, 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**

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**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.

- 4.8 **To keep the Caravan in a good state of repair and condition** both visually and structurally and so as to retain its mobility, and in a safe, habitable state including the repair and maintenance of all installations and appliances and undertaking and/or commissioning all relevant periodic safety checks. In particular, to make sure all gas appliances are checked every 12 months by a Gas Safe (or successor body) registered engineer and all electrical connections, batteries, sockets etc are checked annually.
- 4.9 **Not to do or fail to do anything which might put us in breach of any condition of the Site Licence**, which is always available on the Site in reception. For example, the conditions of the Site Licence which are likely to affect you include those requiring the correct space between caravans & that space to be kept clear, those prohibiting combustible structures between caravans, those regarding car parking so as not to block emergency access and other vehicle access (in the main that will mean one car per pitch- unless parking two cars does not mean parking on any grass or those cars protruding into site access roads) and those requiring the underside of caravans to be kept clear.
- 4.10 **To comply with all statutory requirements (including any relevant planning permissions)** in relation to the Caravan and its installations and furnishings.
- 4.11 **Not to carry out any building works at the Site, on the pitch or to erect any extension to the Caravan, or erect fencing, gates or boundaries without seeking prior permission.**
- 4.12 **To give us written notice of any work to be carried out to the Caravan by external contractors, that they sign into site 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 Site, at least 14 days before the contractors start work (or in the case of emergency, as much notice as possible).
- 4.13 **To permit us to remove the Caravan from the Pitch** in accordance with the rights we have under clauses of this Licence Agreement, disconnecting as necessary. You agree to pay us for disconnecting and removing the Caravan from the Pitch or for moving the Caravan at your request from pitch, in & out of storage and onto any other pitch. Our charges will be reasonable and based on the time spent and the work done and shall not exceed those of a written quotation for having the work carried out by an appropriately competent and suitably qualified and experienced independent contractor(s) and in accordance with industry guidance. We will provide you with a written quotation for any work in disconnecting, de-siting or removing the Caravan from the Pitch. If within 14 days of receiving our written quotation, you provide us with a written quotation for the same work to be carried out by an appropriately competent and experienced independent contractor(s) and in accordance with industry guidance, we will charge you no more than your quotation for the work.

## 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 Site 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 Site.
- 5.3 Not to:
- 5.3.1 Commit any criminal offence (whether or not on the Site 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);

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- 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 Site or in its vicinity;
  - 5.3.3 Commit any acts of vandalism or nuisance at the Caravan or on the Site;
  - 5.3.4 Use fireworks at the Caravan or on the Site;
  - 5.3.5 Keep or carry any firearm or any other weapon at the Caravan or on the Site;
  - 5.3.6 Keep or use any unlawful drugs at the Caravan or on the Site;
  - 5.3.7 Create undue noise or disturbance or commit antisocial behaviour at the Caravan or on the Site;
  - 5.3.8 Carry on any trade or business from the Caravan or at the Site;
  - 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 Site 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 Site 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 Site 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.

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## **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 4.8) or to pay Pitch Fees promptly (clause 4.3)), we may write giving you warning, specifying the breach and asking you to remedy the breach within a reasonable and specified time. If you do not comply with that warning and the breach is either serious and/or amounts to persistent breaches of obligation, which taken individually would be minor but which taken together cause a breakdown in the relationship between you and us, we are entitled to write to you to end this Licence Agreement and to require you to make arrangements with us for the immediate removal of the Caravan from the Site.
- 8.3 We are also entitled to bring this Agreement to an end by writing to you giving us 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 two 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 Site. You must comply with clause 4.13 in doing so.
- 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 Site.
- 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.

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- 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 (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.

After 30 May	No refund in any circumstances
Otherwise	
<b>Months since due Payment Date</b>	<b>Percentage refund due</b>
Up to 1	50%
1 to 2	40%
2 to 3	30%
3 to 4	20%
4 to 5	10%
5 to 7	No refund

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

- 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 Site Rules

- 11.1 It may be necessary or desirable to change the Site Rules from time to time, including for reasons of health and safety, the efficient running of the Site, 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 Site Rules after the signing of this Licence Agreement may affect you because you will be required to comply with the changed Site 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:
- you are not allowed to Hire out the Caravan

## 13 Keys

- 13.1 We must hold a set of keys to your Caravan and any locks that have been installed on it.
- 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, or on the pitches nearby, or 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.

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- 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.

**16 Statutory rights**

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

**SIGNATURES**

<p><b>This is a legally binding Agreement.</b></p> <p><b>Before you sign, you should read each page carefully and initial against it to confirm your understanding and acceptance.</b></p> <p><b>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.</b></p> <p><b>Please ask us before you sign:</b></p> <ul style="list-style-type: none"> <li>• If you do not fully understand any term;</li> <li>• If you believe that you have agreed a term with us which is not recorded in this Agreement.</li> </ul>	
<b>PARK OWNER (or representative):</b>	<b>CARAVAN OWNER(S) (all owners must sign):</b>
<i>(Signature)</i>	<i>(Signature/s)</i>
<i>(Name)</i>	<i>(Name/s)</i>
<b>DATE OF AGREEMENT:</b>	
<i>(Date – dd/mm/yyyy)</i>	
<p><b>There should be two signed copies of this Licence Agreement: one kept by you and one kept by us.</b></p>	

Attached: Frequently Asked Questions about holiday us  
Site Rules

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## Frequently Asked Questions about holiday use

We are confident you will enjoy many happy holidays in your Caravan. This is a holiday site, 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 Site 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. No one stay should exceed 28 days consecutively.

**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.

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## **SEASONAL PITCH HOLDERS** **PITCH & SITE RULES**

1. Occupancy:

- A maximum of 6 people at any one time can occupy the pitch.
- You are also allowed 6 named people not including the two named main pitch holders that can also use the pitch (these are to be immediate family only eg: grandparents, children & grandchildren and not siblings/cousins/friends etc).
- A maximum of 2 dogs, one car, caravan/motorhome/5<sup>th</sup> wheeler & awning. (Please ask before parking extra cars on or near pitch).
- All additional people (in excess of the 6 named on the contract), extra cars, extra dogs etc are chargeable at the appropriate rate to be found on the website (only one car & 2 dogs are included in your seasonal pitch fee).
- Day visitors must register at reception, park cars in car parks provided as each pitch is for one car only and then pay the site daily visitor fee. Visitors must depart site by 7:30pm.
- Seasonal pitches may only be occupied up to *maximum of 28 days in a row*, then the pitch must be left vacant for a minimum of 5 consecutive days - not including July 20th - September 4th. This is a site licence condition.
- The total maximum number of nights that the caravan can be occupied on a seasonal pitch is 160, over and above this, extra nights will be charged at a seasonal pitch discounted rate per night. For winter seasonal pitches this is 90 nights.
- Caravans are not to be rented or hired out/sublet and are for holiday and leisure purposes only and not for living in permanently or as a work base.
- No advertising notices are to be displayed on unit whilst on site, please use GASP for this.

2. Utilities:

- 16 amps electrical hook up is available to each pitch & is metered. 250 units are included in your pitch fee (250 units in Summer and 200 units in Winter so 450 units for a full year pitch) anything over this is charged at 0.20p per kilowatt hour used (as per our billed utility provider rate) Meters are read at the start of each month & logged onto each account and a final reading is taken at the end of each season, please call into reception each month after the 1st to check your account balance.
- Water is included in pitch fee (but not for washing caravans or cars if you wish to do this please ask & pay the £10 surcharge fee).

3. General Seasonal Pitch Rules:

- A spare set of keys must be left with reception for site evacuation purposes or pitch maintenance & repairs and these must include any security devices fitted to the caravan.
- Your pitch must be kept clean and tidy and failure to do so will result in termination of contract, caravans must be kept in a good state of repair and in keeping with the quiet rural nature of the site.
- All caravans, motorhomes, 5<sup>th</sup> Wheelers must be serviced annually and fully insured with a minimum public liability of £2,000,000 and copy documents must be provided to reception.
- The personalisation of a Seasonal Pitch is not permitted; the pitch is used for recreational purposes only and must therefore retain the aspect of all other touring pitches. There can be no boundary fences/gates, permanent windbreaks, flag poles/lights, planting of flowers boxes, solar lights, bird feeders or wind chimes etc or installation of any flooring other than ground sheets **without prior consent.**

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- BBQs that are made for purpose and off the ground are allowed on site but not the tray disposable type.
- No firepits are to brought onto site – you can hire one from us that has been approved for hire and use on site by our insurers and site licence providers.
- Pitches are to have no clutter or loose items these should be stowed in caravan lockers, inside awnings or in one our storage boxes (£150 annual hire fee), no sheds or plastic storage containers to be put on the pitch.
- Under caravans MUST be kept clear to comply with site licence conditions with respect to fire & safety - this includes chair, tables, windbreaks, bbqs etc
- Caravan covers are not permitted on site
- Only air porch awnings can be left up during the winter season (31/10-31/3)
- All other awnings erected during the summer season must be pegged out with marquee pegs, an over the top storm strap and internal ratchets straps. Extra roof poles are always advisable as is a awning specifically manufactured for permanent seasonal use. Failure to secure your awning could result in being requested to take it down if it is deemed a safety risk.
- If during the season 31/3-31/10 they are left up when storms & high winds are forecast, you will be contacted to take down your awning until it is safe to put them back up. This may mean attending site outside your normal expected times. Damaged awnings must be removed from site by the caravan owner and not left in the recycling area - any awnings left on site in this manner will incur a £35 disposal fee. In the event of a storm and you cannot attend site within 24 hours to correct any damaged awning or remove your awning we reserve the right to ensure the site and surrounding units are kept safe and will charge for our time to do so at a rate of £25/hour during normal working hours and £45/hr at weekends and evenings.
- Rubbish must be contained in a bin that cannot blow around or attract vermin due to the rural nature of the site.
- Gas cylinders must be of a size to fit inside gas locker of caravan.
- All grass areas are to be kept clear for site maintenance & mower/trimmer/hedge trimmer access
- Gas cylinders and outside water tap must be turned off when not in occupancy. Water taps must be turned off when off site and/or overnight when pressure can build up from lack of use, also if taps or hoses burst due to lack of regard in this respect we charge a water levy fee of £60 per occasion.
- Electricity must be disconnected when pitch is unoccupied to comply with site licence conditions, to avoid batteries overheating as not being correctly discharged and for ground maintenance equipment access. Check with your insurer as this is also often a requirement for seasonal pitches too. Ensure cables are not coiled up for fire safety!
- Windbreaks, dog fencing etc must be taken down from grassy areas when pitch is not occupied.
- Dogs must be under your control on your pitch and any mess cleared up immediately and not left unattended at your caravan at any time. We will ask you to remove your dog from the site if it persistently barks or gets loose continually.
- Children MUST adhere to the site rules your understanding is very much appreciated & visitors also.
- The caravan owner is responsible for ensuring the security of their caravan etc
- Only grey water can be emptied into the drain on your pitch - emptying chemical toilet waste into this drain will incur an £800 tank emptying fee
- Refuse and recycling is for normal domestic household waste if you have a large bulky item like gazebos, awnings, tents, bbq chairs etc please get in touch to arranged disposal (they are charged at £20/item) Repairs/maintenance and servicing must only be carried on the pitch with prior consent
- If you wish to wash your caravan on the pitch, please check at reception and pay the £10 water fee (we offer a caravan washing service please ask prices start from £45)
- You are responsible for ensuring all your windows and lockers are left secure on departure and anything left in your awning is at your risk. Handbrakes must be on when the caravan is occupying a pitch whether the caravan is occupied or not
- If you are leaving your van on pitch or in storage over the winter remember we are a rural site and vermin will seek to find a nice warm dry place such as your van to overwinter in – this has not

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been a problem BUT please DO ensure you remove all food and use appropriate vermin control for both cluster flies and mice we hold no responsibility for damage incurred. It is advisable to have dehumidifying crystals in place if you are not going to visit the van regularly to air it when unoccupied

- Leisure batteries must be either on solar trickle charge feed or removed and charged off site.
- Vehicle and Smoke Alarms are to be deactivated on seasonal pitch caravans when unoccupied, in the event of a fault all owners of vans fitted with alarms need to be prepared to travel to sort faulty alarms. **Should we need to attend your caravan to silence smoke or caravan alarms that are causing a nuisance to other occupied pitches, then we will charge our hourly rate of £25 within normal working hours 8-6pm Mon-Fri and £45 out of hours at all other times and they will be left deactivated.**
- Please observe the 5mph site speed limit (walking pace) and the one-way system in place for the safety of all on site and be vigilant for children & loose dogs!
- NO cycles, scooters (motorized or not), ball games or kites are permitted with the site boundary but can be used in the wider fields or off site This is to reduce annoyance to others or those not travelling with children and to maintain the peace and relaxation so many enjoy on site.
- No noise is permitted between the hours of 11pm and 7am your strict adherence to this rule is appreciated.
- Caravan owners bring their vans onto the site at their own risk and in doing so you accept liability for accidents to yourselves or your property and loss of or damage to your property within the site. It is your responsibility to be fully insured against, fire, theft, flood and third-party liability and certificates are requested for proof & validity of this prior to occupying a seasonal pitch and throughout the seasonal pitch agreement.
- We provide two leisure fishing ponds on site that are for pleasure rather than sport - for which you will need an Annual Environment Agency Rod Licence to be able to use, these can be purchased from the post office for a modest fee. Children under 13 do not need a licence & for children aged between 13 and 16 are free but you still need to get a junior licence. You must follow national and local rules (byelaws) when freshwater fishing with a rod and line in England and Wales. There may be more rules on private land – please see on site signage. Please refer to the gov.uk website for up to date information, rules & pricing. Failure to be in possession of a licence carries a fine of up to £2,500. For those wishing to fish in the ponds on site here is a site fee of £5 daily, £30 weekly or £50 annually at an extremely reduced rate to seasonal pitch holders.

Misconduct on site or breach of site and seasonal pitch rules and contractual licence conditions can result in termination of the contract and being requested to leave site immediately without notice or redress.

Failure to maintain pitches in a tidy and orderly manner will result in notice being given to redress the situation, failure to adhere to this notice after 14 days will result in termination of contract.

Please familiarise yourselves with the FULL site rules, they can be found on the website.

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