

# LICENCE AGREEMENT

## for a holiday home pitch

<b>From</b>	/	/
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(Date – dd/mm/yyyy)

<b>To</b>	/	/
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(Date – dd/mm/yyyy)

for the Holiday home at


## KEY TERMS

This is a legally binding Licence Agreement. You will be bound by it once you sign, so make sure you fully understand and agree to everything first. Read each page carefully, including the Appendix. This is a list of some Key Terms and where you will find them.

Your Holiday home is for holidays only	Part 1 Clause 1 & 3 Part 2 Clause 2 Appendix 2
We may increase the Pitch Fee and other charges	Part 1 Clauses 4, 5, 7 & 8
You need our permission to sell or give away your Holiday home on the Park. We charge a Transfer Fee on sales	Part 1 Clause 6
There are Park Rules and Behaviour Standards	Part 1 Clause 9 Part 2 Clause 3 Appendix 1
We may end this Licence Agreement if you break its terms	Part 2 Clause 5
If we disagree, you have options for trying to sort it out	Part 2 Clause 8

## PART 1

### INDIVIDUAL TERMS

#### 1. Dates

<b>The Licence Agreement starts on:</b>		<b>The Licence Agreement ends on:</b>	
<b>The Park currently opens each year on:</b>		<b>The Park currently closes each year on:</b>	

<b>When you may stay</b>	You may keep your Holiday home on the Pitch at the Park and use it for holidays when the Park is open, as long as you follow this Licence Agreement.  However, you cannot stay in your Holiday home just because we are open. It is for holidays only.*
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#### 2. Who we are: (we/us/our in this Licence Agreement)

<b>Our business name:</b>		<b>Contact name:</b>	
<b>Our address:</b>		<b>Telephone:</b>	

You confirm your understanding and agreement.



Owner

<b>Park name and address, if different:</b>		<b>Email:</b>	
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### 3. Who you are: (you/your)

<b>Your name:</b>		<b>Telephone:</b>	
<b>Your main address*:</b>		<b>Email:</b>	
<b>Name of your finance provider (if applicable):</b>			

<b>*Your Holiday home is not your main home</b>	You cannot live in your Holiday home as your main home or register to vote here. It is for holidays only. The permanent address you give us must be your main home, where you live. It can't be other holiday accommodation.
<b>This Licence Agreement is only for you</b>	This Licence Agreement can't be transferred to anyone else. The rules for transferring ownership of your Holiday home on the Park are set out below.

### 4. Your Holiday home (Holiday home)

<b>Make:</b>		<b>Model year:</b>	
<b>Model:</b>		<b>Year of manufacture:</b>	
<b>Serial number:</b>		<b>Specification:</b>	<b>EN 1647</b> <input type="checkbox"/> <b>BS 3632</b> <input type="checkbox"/>
<b>Current pitch:</b>		<b>Will you be the first owner of your Holiday home?</b>	<b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/>

You confirm your understanding and agreement.



Owner

<b>The Pitch</b>	<p>4.1 The <b>Pitch</b> is the part of the Park on which your Holiday home stands.</p>
<b>Insuring your Holiday home</b>	<p>4.2 You must insure your Holiday home yourself. The insurance must be for holiday use only and should cover usual risks including damage to your Holiday home and property, property owners' liability (including liability to anybody working on or in your Holiday home) and public liability. The insurance for your Holiday home and public liability shall be at least £5,000,000. We may review this amount occasionally and if we reasonably think it's too low, we can give you one month's written notice to increase it at your next renewal. Part 2 Clause 8 of this Licence Agreement explains your options if you don't agree with any increase. If we do increase it, we won't ask for another increase for five years.</p> <p>4.3 You can buy insurance from an insurance company that we introduce to you or from an independent insurance company. If you use an independent company:</p> <ul style="list-style-type: none"> <li>• Each year, you need to give us a copy of your insurance details to prove you have insurance. You must also pay the yearly fee shown below plus VAT for us to check your insurance (<b>Insurance Check Fee</b>). Each year, we may increase this fee by the Consumer Prices Index (CPI) change from the start of the Pitch Fee Year in which this Licence Agreement began, to the extent this CPI change has not already been taken into account previously. If we can't use the CPI, we'll use a similar index published by a public body.</li> <li>• We will only check the name of the insured, the coverage period, the insured amounts and that the insurance covers holiday use. We are not insurance experts and are not responsible for ensuring you have the right coverage for your needs.</li> </ul>
<b>Insurance Check Fee</b>	£[ ] plus VAT
<b>Hiring out your Holiday home</b>	<p>4.4 This Licence Agreement does not allow you to hire out your Holiday home. <b>Hiring out</b> means letting other people use your Holiday home for holidays in exchange for money or any other benefit. Allowed through the park</p>
<b>Moving your Holiday home</b>	<p>4.5 We may disconnect and move your Holiday home to another part of the Park for any reason. For example, we may be redeveloping an area, installing a new Park Facility, meeting local authority requirements or improving access. This list isn't complete and doesn't limit our reasons.</p> <p>4.6 If we need to move your Holiday home because of an emergency or work by a third party, like a utility company, we'll give you as much notice as we can. For other reasons, we will give you at least one month's written notice.</p> <p>4.7 We'll make sure any temporary move is as short as possible. The temporary pitch must be satisfactory to a reasonable customer and, if possible, similar to your current Pitch.</p> <p>4.8 Any permanent new pitch must be of similar quality to your current Pitch.</p> <p>4.9 We'll always reconnect your Holiday home and cover all reasonable costs for disconnecting and moving it.</p>

You confirm your understanding and agreement.

 Owner

<b>Replacing your Holiday home</b>	4.10 You can only replace your Holiday home if it is a total loss and covered by insurance. In that case, your insurance company can arrange for a similar replacement holiday home to be sited on the Pitch.
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## 5. The Pitch Fee

<b>The Pitch Fee</b>	<p>The Pitch Fee is the charge you pay to keep your Holiday home on the Park and for any Pitch Services and Park Facilities that don't have an extra charge.</p> <p>5.1 The Pitch Fee may change each year. Any change to the Pitch Fee can only consider the following factors. Each factor may be considered every year but only to the extent a particular matter has not already been fully taken into account previously:</p> <p>5.1.1. <b>Inflation</b>, which means the change in the CPI from the start of the Pitch Fee Year in which this Licence Agreement began until the last index published before we give notice. If we can't use the CPI, we'll use another similar index published by a public body.</p> <p>5.1.2. If not covered by Inflation and only if it is reasonable in all the circumstances:</p> <ul style="list-style-type: none"> <li>• Money we've spent for the benefit of holiday home owners on the Park, and any Pitch Services and Park Facilities.</li> <li>• Any direct impact on the costs for maintaining or managing the Park due to new laws.</li> </ul> <p>Any change to the Pitch Fee won't include costs related to expanding the Park.</p>
<b>Changing the Pitch Fee</b>	<p>5.2. We can propose a Pitch Fee change to start at the beginning of each Pitch Fee Year ("Change Date"). We'll give you six weeks' prior written notice, which must explain the reasons for the change based on the above factors.</p> <p>5.3. The change will be effective from the Change Date and will proceed as follows:</p> <ul style="list-style-type: none"> <li>• Until the new Pitch Fee is decided, you'll keep paying the last Pitch Fee ("Last Pitch Fee").</li> <li>• Once the new Pitch Fee is decided, and if you don't end this Licence Agreement using your rights below, you must pay the new Pitch Fee within 28 days (or on the Payment Date if later), including any difference between the Last Pitch Fee and the new Pitch Fee, backdated to the Change Date.</li> <li>• Our proposed change will take effect on the Change Date unless 33% or more of the holiday home owners affected by it, object in writing within 28 days of our notice. If 33% object, the change won't take effect and will be decided by one of the applicable methods provided in Part 2 Clause 8.</li> </ul>

You confirm your understanding and agreement.



Owner

	<p>5.4. If we start charging separately for a Pitch Service or Park Facility previously included in the Pitch Fee, we'll reduce the Pitch Fee by the costs of providing that service or facility.</p> <p>5.5. If you don't accept the new Pitch Fee, you can end this Licence Agreement immediately by writing to us within six weeks after the new charge becomes due. Ending the Licence Agreement means you may no longer use your Holiday home for holidays. However, you may:</p> <ul style="list-style-type: none"> <li>• Arrange to disconnect and remove your Holiday home as per Part 2 Clause 7.1; or</li> <li>• Sell your Holiday home on the Pitch, with the sale procedure in Part 1 Clause 6 still applying for this purpose; or</li> <li>• Give your Holiday home on the Pitch to a Family Member, with the gift procedure in Part 1 Clause 6 still applying for this purpose.</li> </ul> <p>5.6. If you choose the first option, then until your Licence Agreement ends you only need to pay at the rate of the Last Pitch Fee and we will reimburse any excess payment. Any daily storage charge for your Holiday home under Part 2 Clause 7.5 won't be more than the daily rate of the Last Pitch Fee. If you choose the other options, then we may ask you to pay the new Pitch Fee from the date it is due.</p>
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<b>The Pitch Fee Year starts each year on:</b>		<b>The Pitch Fee Year ends each year on:</b>	
<b>The Pitch Fee Payment Date for this year is:</b>	<i>dd/mm/yyyy</i>	<b>The Pitch Fee Payment Date in future years will be:</b>	<i>dd/mm</i>
<b>The Pitch Fee until the end of the current Pitch Fee Year will be, including any VAT:</b>		<b>The Pitch Fee per full year is currently, including any VAT:</b>	

You confirm your understanding and agreement.



Owner

## OUR OTHER CHARGES

### 6. Transfer Fee, selling or giving away your Holiday home

<b>The Transfer Fee</b>	<p>The Transfer Fee is what you pay us for the right we are giving you to sell your Holiday home on the Park, instead of having to remove it. You may give your Holiday home to a Family Member without paying this fee.</p>
<b>Selling the Holiday home</b>	<p>You can sell your Holiday home:</p> <ul style="list-style-type: none"><li>• To us, with our agreement.</li><li>• On the Pitch to an approved buyer, as explained below.</li><li>• Off the Park, if you arrange removal through us and pay our disconnection and removal charges (see Part 2 Clause 2.9).</li></ul> <p>To sell on the Pitch you must:</p> <ul style="list-style-type: none"><li>• Notify us in writing that you are selling your Holiday home, including any finance provider's name and the agreement number. Inform us if you change your mind.</li><li>• Conduct all relevant safety checks, (including gas, electrical and any smoke and CO alarms) using competent contractors (see Part 2 Clause 2.8.2).</li><li>• Market your Holiday home yourself or through an agent. This is not our responsibility under this Licence Agreement. If we provide marketing support, we'll explain what it includes and give you the price if you decide to move forward.</li><li>• Inform us of the price at which you are marketing your Holiday home, and of any subsequent reduction in that price. We have five Working Days from each notification to decide if we want to buy your Holiday home at this price without a Transfer Fee. If we do decide to buy your Holiday home, we will pay you for it within five Working Days of our decision or when your Holiday home is vacated, whichever is later. We will deduct any known finance and any other undisputed amounts which you owe us. We will not deduct anything else unless you agree.</li><li>• If we do not buy it, then when you find a buyer let us know their name and contact details. We will give them a copy of this Licence Agreement and any necessary information, protecting your personal information by removing it from any copy document provided. We will then check the buyer's credit status and ability to comply with this Licence Agreement and our Park Rules. We will tell you whether we approve the buyer as soon as possible. If we do not approve, we will tell you why in writing and our decision must be reasonable. Part 2 Clause 8 explains your options if you disagree.</li></ul>

You confirm your understanding and agreement.



Owner

	<p>If we approve the prospective buyer:</p> <ul style="list-style-type: none"> <li>• The transaction must be handled by us and you appoint us to act for you. We will receive all payments from your buyer and pay you within five Working Days of receiving cleared funds. We will first pay off any finance you have notified us about in writing and deduct any Transfer Fee, VAT, where charged, and any other undisputed amounts you owe us.</li> <li>• We will not charge the Transfer Fee if you are selling because we are in serious breach of this Licence Agreement.</li> <li>• Once the sale is complete, we will provide an approved buyer with a new licence agreement for the remaining term of this Licence Agreement. The new licence agreement will not have less favourable terms, and the pitch fee will start at the same amount as the current Pitch Fee, excluding any discounts or free periods. Any payments made for the Pitch Fee and other charges under this Licence Agreement will carry over to the new licence agreement.</li> <li>• Your personal representative can exercise these rights after your death.</li> </ul>
<b>Giving your Holiday home Away</b>	<p>If you give your Holiday home to a Family Member or they inherit it after your death, they can ask us for an agreement to keep it on the Park. We will ask the same questions as if you were selling your Holiday home. We need to be reasonably satisfied that they can meet the same obligations you had. We will tell you, or your personal representatives, if we approve the Family Member as soon as possible. If we don't approve, we'll explain why in writing and our decision must be reasonable. You, or your personal representatives, can use the options in Part 2 Clause 8 if you disagree.</p> <p>We will give an approved Family Member a copy of this Licence Agreement and all necessary information, removing your personal details. If they decide to proceed, we will give them an agreement on the same basis as an approved buyer above.</p> <p>In this Licence Agreement "<b>Family Member</b>" means your spouse, civil partner, parent, grandparent, child, grandchild, brother, sister, or their spouse, including stepchildren as children.</p>
<b>Rate of Transfer Fee</b>	[ ] % of Resale Price plus VAT.

## 7. Rates

<b>The Rates</b>	The Rates are your share of the following charges, plus VAT: our business rates, our water rates and any charges we pay to the local authority and any waste disposal company. Your share is the total of these charges for the Park for the previous Rates Year divided by the number of pitches which our Site Licence authorised at the start of that Rates Year.
<b>Changing the Rates</b>	<p>The Rates might change each year if your share of the Rates we pay to a relevant authority changes. We must give you one month's written notice before the Rates Payment Date.</p> <p>If you disagree with any changes to our charges for Rates, Part 2 Clause 8 explains your options.</p>

<b>The Rates Payment Date in the current year is:</b>	<i>dd/mm/yyyy</i>	<b>The Rates Payment Date in future years is:</b>	<i>dd/mm</i>
<b>You confirm your understanding and agreement.</b>			Owner

<b>The Rates payable until the end of the current Rates Year will be, including VAT:</b>		<b>The Rates per full year are currently, including VAT:</b>	
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## 8. Pitch Services and Park Facilities

This table lists our **Pitch Services** and **Park Facilities** and tells you whether you must pay an additional charge.

	<b>Available with payment included within the Pitch Fee</b>	<b>Additional and available at an additional charge</b>	<b>Not available</b>
<b>Pitch Services</b>			
Water	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Electricity	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Gas	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Grounds maintenance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sewerage	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Waste management	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Wi-Fi	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Park Facilities</b>			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

<b>Our additional charges</b>	<p>We will charge a reasonable fee which will include a profit or administration charge. We won't charge you more than the law or a regulator allows. We may change these charges from time to time.</p> <p>We may increase any additional charge for a Pitch Service if our costs to provide that service go up. We'll give you one month's written notice. If you disagree with any changes to our charges for a Pitch Service, Part 2 Clause 8 explains your options.</p> <p>Any extra charge for using a Park Facility is separate from this Licence Agreement. These charges may also change from time to time.</p>
<b>Using the Park Facilities</b>	<p>You may use Park Facilities when they are open. However, we are not required to keep them open at specific times of the day or year. Opening times may change based on customer demand.</p>

## 9. Park Rules

<b>The Current Park Rules</b>	Our Park Rules are our rules about using the Park and your Holiday home. The current Park Rules are in Appendix 1.
<b>Changing the Park Rules</b>	<p>We may need to change the Park Rules occasionally for reasons like health and safety, efficient park management, environmental concerns, local authority requirements, or changes in the law. We will give you one month's written notice, or as much notice as possible if the change needs to happen sooner.</p> <p>Any changes may affect you because you must follow the new Rules. However, they will not affect your other rights under this Licence Agreement unless required by law.</p>

You confirm your understanding and agreement.



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If you have comments about a change in the Park Rules, please write to us within one month of our notice. We will consider your comments but only make further changes if we agree with you.

## 10. Payment options

**Your options**

## 11. Questions and problems

We want you to enjoy your holidays. If you have any questions or problems, please contact us. Part 2 Clause 8 explains how we handle complaints and disputes.

**Our contact person:**

**Contact details:**

# PART 2

## GENERAL TERMS & CONDITIONS

### 1. Our general obligations

- 1.1. Maintenance:** We will keep the Pitch Services and Park Facilities in good repair.
- 1.2. Interruptions:** We may interrupt any Pitch Service or Park Facility for repair, redevelopment or issues beyond our control, like supply interruptions. As noted in Part 1, we may also close Park Facilities or change their hours based on customer demand.
- 1.3. Insurance:** We will insure the Park against usual third-party risks for at least £5,000,000 per claim and will review this amount at least every five years to ensure it is sufficient.

### 2. Your general obligations

You agree that you will:

- 2.1. Keep to the terms of this Licence Agreement.**
- 2.2. Use your Holiday home only for holiday purposes:**
  - 2.2.1.** You can only use your Holiday home for holiday purposes. You cannot live in it as your main home. You must provide us with proof that your main address is the one listed in Part 1.

You confirm your understanding and agreement.



Owner

2.2.2. If you change your main address, you must inform us in writing promptly and provide proof of your new address, which cannot be holiday accommodation.

2.2.3. Acceptable proof includes documents like a Council Tax bill or a recent utility bill in your name. We may specify which document we need and may ask for more proof from time to time and particularly if we suspect you are using your Holiday home as your main residence.

### **2.3. Use your Holiday home only during the Open Period.**

#### **2.4. Pay us promptly:**

2.4.1. You must pay the Pitch Fee on the Pitch Fee Payment Date, and any other charges promptly when they are due under this Licence Agreement or (where this is not stated) when we invoice you. Payment may be made using any of the methods authorised in Part 1 Clause 10.

2.4.2. You must pay us interest at a rate of 3% per year above the current base rate of Barclays Bank plc (or Ulster Bank in Northern Ireland) on any overdue amounts you owe us. This interest applies from the due date until we receive the payment, even if we obtain a judgment against you.

2.5. **Keep your Holiday home in good repair and condition.** This includes maintaining all installations and appliances and arranging appropriate periodic safety checks. In particular, you need to have all gas appliances checked every 12 months by a Gas Safe registered engineer (or a successor organisation) and check electrical appliances and any smoke and CO alarms in accordance with manufacturers' recommendations.

2.6. **Not do anything or omit to do anything that could cause a breach of the conditions in your Holiday home Site Licence** for the Park issued by the local authority. These conditions may change over time, and you can always ask us for the current ones.

2.7. **Follow all statutory requirements** regarding your Holiday home, its installations and furnishings and your Pitch, including any relevant planning permissions.

#### **2.8. Works to your Holiday home and Pitch:**

2.8.1. Not carry out any building work, or any structural work to or extensions to your Holiday home, unless the Park Rules permit it.

2.8.2. Inform us in writing before any work is done by outside contractors. You must then ensure the contractor gives us any necessary documents to check their insurance, competence, and work plans to keep the Park safe. Notice must be at least 14 days before they start, or as long as possible in an emergency.

#### **2.9. Allow us to move your Holiday home:**

2.9.1. To maintain the Park's standards and avoid damage, any work related to disconnecting, moving, or removing your Holiday home from the Pitch must be done by us or our contractors, even after this Licence Agreement ends. However, you can then hire another contractor to remove your Holiday home from the Park. You may ask us to do so instead but we do not have to agree. We are also not responsible for finding a storage location for you.

2.9.2. You will allow us to remove your Holiday home from the Pitch according to the rights outlined in this Licence Agreement, disconnecting it as needed.

2.9.3. You agree to pay us for disconnecting or moving your Holiday home, whether you requested this or we are exercising our rights to do so (except when you are ending this Licence Agreement under Part 1 Clause 5.6). We will obtain a written quotation from a competent, suitably qualified and experienced independent contractor to do the work in accordance with industry guidance. We will provide you with this quotation and our charges will not exceed it. If within 14 days of

receiving it you provide us with a directly comparable written quotation, we will charge you no more than your quotation.

2.9.4. If we are removing your Holiday home from the Park for you, we may require you to pay our charges first.

### 3. Behaviour standards

- 3.1. You agree to ensure that you, and all who use or visit your Holiday home including children, follow these behaviour standards.
- 3.2. Whether you are on the Park or not, you must:
  - 3.2.1. Treat us, our staff, and all visitors and users of the Park with courtesy and respect, including in any verbal or written communication and on social media.
  - 3.2.2. Not commit any criminal offence which would be a serious breach of these behaviour standards on the Park.
- 3.3. When you are on the Park, you must:
  - 3.3.1. Follow the Park Rules.
  - 3.3.2. Supervise children so that they are not a nuisance or danger to themselves or others.
  - 3.3.3. Not allow anyone who you know is on the Violent and Sex Offender Register or subject to a Risk of Sexual Harm Order or Child Abduction Warning Notice to use or visit the Park.
  - 3.3.4. Not commit **any** crime, including keeping or using illegal drugs.
  - 3.3.5. Not commit vandalism or nuisance.
  - 3.3.6. Not make excessive noise or engage in antisocial behaviour.
  - 3.3.7. ~~Not trespass on business premises without the permission of the owner or occupier and without the possibility of and which are eligible.~~ Occasionally keeping in touch with work is fine (like checking emails).

#### 4. Ending the Licence Agreement

- 4.1. The Licence Agreement may come to an end in the following ways:
  - 4.1.1. The Licence Agreement has ended.
  - 4.1.2. You sell your Holiday home, give it away or lose ownership of it.
  - 4.1.3. We end it under Part 2 Clause 5 because you breached your obligations.
  - 4.1.4. You end it under Part 2 Clause 6.

## 5. When we may end the Licence Agreement

- 5.1. If you are in serious breach of your obligations under this Licence Agreement and the breach is **not** capable of being remedied (for example violence or intentional damage), we may give you reasonable written notice to end the Licence Agreement. Our notice period will depend on the relevant circumstances including the nature of the breach.
- 5.2. If a breach of your obligations under this Licence Agreement **is** capable of being remedied, we may write giving you warning, specifying the breach and asking you to remedy it within a reasonable

**You confirm your understanding and agreement.**

*Owner*

and specified time. If you do not comply with that warning and the breach is serious and/or there have been persistent breaches, which taken individually would be minor but which taken together cause a breakdown in the relationship between you and us, we can then give you reasonable written notice to end the Licence Agreement. Any warning or notice period will depend on the relevant circumstances including the nature of the breach.

5.3. Part 2 Clause 8 of this Licence Agreement explain the options if there is a dispute about a notice under Part 2 Clause 5.1 or Part 2 Clause 5.2. Until we resolve the dispute using one of these, we will only recover possession of the Pitch with your consent.

## 6. When you may end the Licence Agreement

- 6.1. You may end this Licence Agreement by giving us one month's written notice.
- 6.2. You may give us shorter notice if you are entitled to end the Licence Agreement because we have seriously breached our obligations, if you decide not to replace your Holiday home on the Pitch after a total loss for which you are insured or when exercising a right under Part 1 to end this Licence Agreement because you do not accept a new Pitch Fee.

## 7. The consequences of ending of the Licence Agreement

- 7.1. Removing your Holiday home and your property is your responsibility and must be done within one month, following the rules in this clause and in Part 2 Clause 2.9. If you do not do so, this clause allows us to charge you for removing, storing and disposing of them.
- 7.2. You will arrange with us for the disconnection of your Holiday home and to remove it and your other property from the Park within one month of the Licence Agreement ending. You must comply with Part 2 Clause 2.9 in doing so, including telling us where you would like us to take your Holiday home and paying our charges first. However, we will not charge for disconnection or removal if we are proven to be in serious breach of our obligations under this Licence Agreement.
- 7.3. If you do not do so, we may disconnect your Holiday home and remove it and/or any of your property from the Pitch. We will give you at least 14 days' written notice. If a member of the Royal Institution of Chartered Surveyors (or any successor body) appointed and paid for by us confirms to us that your Holiday home and any property cannot be sold for enough to cover the costs of removal and sale, you agree that we may dispose of them as we choose and that you will pay our reasonable costs to do so less any payment we receive for scrap.
- 7.4. Otherwise, we will sell your Holiday home and any other property using the best method reasonably available in the circumstances. We will give you at least three months' written notice by recorded delivery. The notice will tell you where your Holiday home and property are held and any amount which is payable by you before you may collect them. If you dispute or refuse to pay this, we will delay the sale until the amount has been decided by agreement between us or by one of the applicable options in Part 2 Clause 8.
- 7.5. We may charge you storage fees from the date this Licence Agreement ends until your Holiday home is removed from the Park. We will calculate these at the daily rate of your current Pitch Fee.
- 7.6. Where we sell your Holiday home, we will account to you for the sale proceeds we receive less (a) any storage fees under Part 2 Clause 7.5 (b) our reasonable costs of disconnection, removal and disposal or sale and (c) any other undisputed sum which you owe us.
- 7.7. Unless it is by a sale or a gift under your rights in Part 1, when this Licence Agreement ends we will refund you Pitch Fees and any other charges (apart from Rates) which you have paid for the time after the Licence Agreement ends. This will be on the scale below minus any amounts you owe us. This does not prevent either party from taking further action if there has been a breach of this Licence Agreement.

After 30 June	No refund in any circumstances
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You confirm your understanding and agreement.	
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Otherwise	
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Months since the start of the Pitch Fee Year	Percentage refund due
Up to 1	80%
1 to 2	70%
2 to 3	60%
3 to 4	50%
4 to 5	40%
5 to 6	30%
6 to 7	20%
7 to 8	10%
8 or more	No refund

7.8. Any refund due will be calculated on the basis of the full annual fees even if you are paying the Pitch Fee and other charges by instalments. For example, if you cancel between 2 and 3 months since the start of the Pitch Fee Year, your refund entitlement will be 60% of the full annual fees and our entitlement will be 40% of the full annual fees. If you have paid 50% of the full annual fees by instalments, the refund due to you will therefore be 10% of the full annual fees.

7.9. We have the right to keep your Holiday home until you have paid any undisputed sum due to us.

## 8. Complaints and disputes

8.1. We welcome feedback to help us improve our business. However, if there is a dispute that cannot be resolved between you and us, this clause explains how it may be handled.

8.2. If you have any complaint or dispute relating to this Licence Agreement, we encourage you to discuss it with us. You can find the contact person in Part 1.

8.3. We will acknowledge any complaint or notice of dispute promptly, aiming to do so within 14 days. We will then let you know the expected timescale for addressing it and tell you if this changes.

8.4. We may agree between us to refer questions arising under Part 1 Clause 5 to a member of the Royal Institution of Chartered Surveyors or any successor body ("Independent Surveyor"). If we both agree to do so, we (the Park Owner) will cover the cost.

8.5. We (the Park Owner) may refer questions about moving your Holiday home under Part 1 Clause 4 and any questions under Part 2 Clause 7.3 to an Independent Surveyor. We will cover the cost.

8.6. We may agree between us to refer any dispute to an arbitrator (or in Scotland, an arbiter) but neither of us has to do this. If we both agree to do so, then we will share the costs of the arbitrator or arbiter equally between us, subject to their power to then award costs between the parties.

8.7. We may agree between us to refer any dispute to an alternative dispute resolution service. If we both agree, then we will share the costs equally between us unless the service provider's rules say otherwise. We will give you details of any service we recommend. You can also suggest another service for us to consider.

8.8. Any alternative dispute resolution proposal may be subject to reasonable conditions. For example, if two or more owners are party to the same dispute, we are likely to only propose (or agree to) a single means of resolution. This helps save time and money (which may otherwise impact our services in other ways) and avoids inconsistent outcomes.

8.9. We each agree to give reasonable consideration to any alternative dispute resolution proposal which the other makes.

8.10. We encourage you to discuss any complaint or dispute with us directly. However, we will respond to correspondence from professionals such as lawyers, Citizens Advice and Trading Standards.

You confirm your understanding and agreement.



Owner

For vulnerable customers, we can adjust our procedures, for example by accepting correspondence from a Family Member.

8.11. The options above are all alternatives to going to court. However, if either of us prefers to go to court, this Licence Agreement does not prevent that. We can go to court until the dispute is resolved by another method that is binding on both of us.

## 9. Communications

9.1. Subject to Part 2 Clause 9.2, we agree that any letters or other communications including written notices shall be hand delivered or sent to either the postal address (by first class post) or email address listed in Part 1 unless we have told you or you have told us of another address to be used instead.

9.2. Any notice under Part 2 Clause 7.4 shall be sent by recorded delivery.

## 10. Definitions

10.1. **“Change Date”, “Family Member”, “Holiday”, “Holiday home”, “Inflation”, “Insurance Check Fee”, “Last Pitch Fee”, “Park Rules”, “Pitch”, “Pitch Facilities”, “Pitch Fee”, “Pitch Fee Payment Date”, “Pitch Fee Year”, “Pitch Services”, “Park Rules” “Rates”, “Transfer Fee”, “we/us/our” and “you/your”** are to be interpreted in accordance with Part 1.

10.2. **“Independent Surveyor”** is to be interpreted in accordance with Part 2.

10.3. **“Working Days”** means Monday, Tuesday, Wednesday, Thursday and Friday, unless these are Bank Holidays.

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

## 11. Statutory rights

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

## Appendix 1

## PARK RULES

You confirm your understanding and agreement.



Owner

## Appendix 2

### **HOLIDAY USE**

**Purpose of Use:** Holiday homes at the Park can only be used for holidays, not as a main residence. Owners must provide their main residence address, which may not be other holiday accommodation.

**Holiday Duration:** The length of a holiday varies, but your Holiday home should not be someone's main home.

**Holiday Frequency:** There is no limit on the number of holidays taken, as long as your Holiday home isn't used as a main residence.

**Working or Schooling Locally:** Commuting for work or school indicates your Holiday home is a main residence, which is not allowed.

**Doctor Registration:** You can see a local doctor as a temporary patient, but someone with a main residence elsewhere does not need to register with a local doctor.

**Retired Owners:** Being retired does not allow main residence use; you need another main residence.

**Overseas Residence:** An overseas home may count as a main residence, but factors like ownership and time spent in each location matter.

**Running a Business:** No business activities are allowed in your Holiday home, though occasionally keeping in touch with work is fine (like checking emails). If you have our written permission to hire out your Holiday home for holiday purposes you may also spend some time on this.

**Commercial & Sign-Written Vehicles:** Our Park Rules may ban some vehicles. If we allow any commercial or sign-written vehicles, we would still consider this unusual and may ask you why you have done so.

**Deliveries:** As this is a holiday park, we do not have to handle deliveries for customers, such as letters or parcels. Receiving letters here which would ordinarily be sent to your home, such as doctors' letters, would suggest your Holiday home is a main residence.

**Council Tax and Housing Benefit:** Holiday homes are subject to Business Rates, not Council Tax. Claiming benefits would suggest your Holiday home is a main residence.

**Consequences of Breach:** Breaching the holiday rule can lead to termination of the Licence Agreement.

You confirm your understanding and agreement.



Owner

## SIGNATURES

**This is a legally binding Licence Agreement. You will be bound by it once you sign, so make sure you fully understand and agree to everything first. Read each page carefully, including the Appendix, and initial next to each page to confirm that you do.**

**Please ask us before you sign:**

- If you do not fully understand anything
- If you think we have agreed anything which is not included

PARK OWNER (or representative):	HOLIDAY home OWNER(S) (all owners must sign):
 (Signature)	 (Signature/s)
(Name)	(Name/s)

**DATE OF AGREEMENT:**

(Date – dd/mm/yyyy)

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

**PERSONAL DATA**

We would like to contact you about goods and services offered by us which may be of interest to you.

Please tick here if you **do not** want us to use your personal data to contact you by electronic means (email or SMS) with information about goods and services similar to those which were the subject of a previous sale or negotiations of a sale to you.

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.

You confirm your understanding and agreement.



Owner

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