

Sample 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 described in Part I.
- 1.3 **"Hire/Hiring out"** means letting people other than you use the Caravan for holidays and recreational purposes in return for payment (whether in cash or in kind).
- 1.4 **"Independent Surveyor"** means the surveyor appointed under clause 14 of this Licence Agreement for the purpose of assessing the value of the Caravan under clause 10.3.
- 1.5 **"Park Rules"** means the rules of conduct and practice issued by us from time to time and applicable to the use of the Caravan and other facilities at the Park. A copy of the Park Rules in force at the date of this Agreement is attached.
- 1.6 **"Pitch"** does not include any part of the Park except that on which the Caravan stands.
- 1.7 **"Pitch Services"** means the services that we provide for you and which are listed in Part I.
- 1.8 **"Season"** means the dates between which you may use the Caravan on the Pitch. These dates are listed in Part I and may be shorter than the Agreement Period.
- 1.9 **"Site Licence"** means the caravan Site Licence applicable to the Park issued to us by the local authority under Section 3 of the Caravan Sites and Control of Development Act 1960 (or in the case of Northern Ireland under Section 3 of the Caravans (Northern Ireland) Act 1963) and other relevant statutes.
- 1.10 **"We/our/us"** means the Park Owner described in Part I.
- 1.11 **"Working Days"** means Monday, Tuesday, Wednesday, Thursday and Friday, unless these are Bank Holidays.
- 1.12 **"You/your"** means the Caravan Owner(s) described in Part I. Where there is more than one person described as the Caravan Owner in this Licence Agreement, each is fully responsible for the obligations under this Licence Agreement.
- 1.13 References to taxes and laws are references to them as extended, amended or replaced from time to time.

2 Permission to keep the Caravan on the Pitch

- 2.1 Provided you comply with your obligations in this Licence Agreement, we allow you to keep the Caravan on the Pitch at the Park throughout the Agreement Period and to use it for holiday and recreational purposes during the Season only. The Caravan may not be used for residential purposes.
- 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 without prior consent from us in writing (which will not be withheld unreasonably).

3 Our general obligations

We agree that:

- 3.1 **We will provide, maintain and keep in good state of repair the Pitch Services to the Caravan**, except where these have to be interrupted for the purposes of repair or development or for other reasons beyond our control such as interruptions in the supply of services to us.
- 3.2 **We will insure the Park against usual third-party risks** to a minimum of £5,000,000 per claim.
- 3.3 **We will charge for utilities in accordance with the requirements of the law and any relevant utility regulator**. Our reasonable charges will include a profit element or administration charge. However, we will never charge you more than the law allows.

4 Your general obligations

You agree that you will:

- 4.1 **Keep to the terms of this Licence Agreement and the Park Rules.**
- 4.2 **Use the Caravan only for holiday and recreational purposes. You must not use the Caravan as your only or main residence.** If we ask you to do so, you must give us satisfactory proof that your only or main residence is at the address registered with us as set out in Part I of this Licence Agreement or another permanent address that you may tell us from time to time. Satisfactory proof means a document such as a Council Tax bill, utility bill (sent to you at the address stated, not printed by you) or driving licence in your name. You will tell us promptly in writing if you change your only or main address or contact details.
- 4.3 **Pay the Pitch Fee and other charges due to us** on the days set out in Part I. Payment is due to us by any of the payment means authorised by Part I of this Agreement.
- 4.4 **Pay to us interest** at 3% per annum over the published base rate of Barclays Bank plc from time to time (in Northern Ireland, the Ulster Bank) on any undisputed sums overdue from the due date to the date we actually receive such amounts from you, both before and after any judgment that we may obtain against you.
- 4.5 **Insure the Caravan at your own expense** against standard property damage insurable perils (including loss) and public liability. The sum insured for these liabilities shall not be less than £5,000,000. Please note that we cannot guarantee the barrier system will be in operation 365 days a year, so please do not rely on the barrier system if it is listed as an insurance requirement.
- 4.6 **Unless you purchase an insurance product promoted or introduced by us, you agree to provide proof of insurance** by providing us with a copy of your insurance details at the start of this Agreement and again during it if we reasonably require, for example if we believe your insurance may no longer be in force. Where proof of insurance is required, you agree to pay our fee of £35 plus VAT on checking you have

complied with your obligation to arrange insurance. We are not insurance experts and check only the name of the insured, period of cover and the sums insured. We assume no duty to you to check you have insured against the correct risks.

- 4.7 **To keep the Caravan in a good state of repair and condition** both visually and structurally and so as to retain its mobility, and in a safe, habitable state including the repair and maintenance of all installations and appliances and undertaking and/or commissioning all relevant periodic safety checks.
- 4.8 **Not to do or fail to do anything which might put us in breach of any condition of the Site Licence**, which is always available on the Park in a conspicuous place. For example, the conditions of the Site Licence which are likely to affect you include those requiring the space between caravans to be kept clear, those prohibiting combustible structures between caravans, those regarding car parking and those requiring the underside of caravans to be kept clear.
- 4.9 **To comply with all statutory requirements (including any relevant planning permissions)** in relation to the Caravan and its installations and furnishings.
- 4.10 **Not to carry out any building works at the Park or to erect any extension to the Caravan**, other than (if permitted by the Park Rules) any awning or other temporary structure.
- 4.11 **We will only allow you to carry out work to the Caravan on the Park if it is not reasonably possible for you to move the Caravan elsewhere for the work to be done. If we agree that you may do so, then you must give us written notice of any work to be carried out to the Caravan by external contractors** and ensure all contractors employed by you provide us with the relevant documentation for us to ensure the work will be done in a safe place and safe environment by competent and insured contractors. You must comply with these obligations at least 14 days before the contractors start work (or, in the case of emergency, give us as much notice as possible).
- 4.12 **To permit us to remove the Caravan from the Pitch** in accordance with the rights we have under clause 6 of this Licence Agreement, disconnecting as necessary.

5 Behaviour standards

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

- 5.1 To act in a courteous and considerate manner towards us, our staff and anyone visiting, using or working on the Caravan and/or the Park including other customers.
- 5.2 To supervise children so that they are not a nuisance or danger to themselves or other people using the Caravan and/or the Park.
- 5.3 Not to:
 - 5.3.1 Commit any criminal offence (whether or not on the Park or in its vicinity) which causes your name to be entered on the Violent and Sex Offender Register or causes you to be subject to a Risk of Sexual Harm Order or Child Abduction Warning Notice (or any register, order or notice succeeding these);

- 5.3.2 Use the Caravan in connection with any criminal activity or commit any other criminal offence (i.e. any offence not already subject to clause 5.3.1) at the Caravan, the Park or in its vicinity;
 - 5.3.3 Commit any acts of vandalism or nuisance at the Caravan or on the Park;
 - 5.3.4 Use fireworks at the Caravan or on the Park;
 - 5.3.5 Keep or carry any firearm or any other weapon at the Caravan or on the Park;
 - 5.3.6 Keep or use any unlawful drugs at the Caravan or on the Park;
 - 5.3.7 Create undue noise or disturbance or commit antisocial behaviour at the Caravan or on the Park;
 - 5.3.8 Carry on any trade or business from the Caravan or at the Park;
 - 5.3.9 Permit anyone who is to your knowledge on the Violent and Sex Offender Register or subject to a Risk of Sexual Harm Order or a Child Abduction Warning Notice (or any register, order or notice succeeding these) to use or visit the Caravan.
- 5.4 You agree that if you or any of your family members or visitors or guests whom you have invited to the Park or to the Caravan break the behaviour standards listed above then we may terminate this Licence Agreement. Termination by us is dealt with by clause 8. Any serious breach may result in termination of this Agreement under clause 8.1.

6 Moving the Caravan

- 6.1 Within the Agreement Period, we may wish to disconnect and move the Caravan to another part of the Park and this clause sets out the basis on which we may do that, for example because we are redeveloping an area of the Park, installing some facility or are required to comply with a local authority Site Licence condition, or for access to an area of the Park which cannot reasonably be gained by any other route.
- 6.2 If the Caravan has to be moved because of some emergency or because of works to be carried out by a third party over whom we have no control, such as a water supply or other utility company, we will give you as much notice as we can. If we have to disconnect and move the Caravan for any other reason, we will give you at least one month's notice in writing.
- 6.3 We will ensure that any temporary move to an alternative pitch of similar quality will be as short as reasonably practicable.
- 6.4 We will be responsible for all reasonable costs incurred in disconnecting and moving the Caravan.
- 6.5 Following the disconnection and movement of the Caravan, we are entitled to return the Caravan to its original Pitch or to site it permanently on another pitch. If the consequence of the redevelopment or maintenance work is that the original Pitch is less pleasant, or if the move is permanent, we must offer an alternative pitch of similar quality to the original Pitch as it was before the move.
- 6.6 We will always reconnect the Caravan after we have moved it.

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

7 Termination of the Licence Agreement

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

- 7.1 Because the Agreement Period has come to an end.
- 7.2 By you losing ownership of the Caravan.
- 7.3 By us terminating it because you have broken your obligations under this Licence Agreement.
- 7.4 By either party giving the other notice in writing of their wish to end it.

8 When we may terminate the Licence Agreement

- 8.1 If you are in serious breach of your obligations under this Licence Agreement and the breach is **not** capable of being remedied or is such that it causes a breakdown in the relationship between you and us (for example violence or intentional damage to property), we may serve upon you reasonable notice in writing to terminate this Licence Agreement. In deciding what period of notice is reasonable, we shall have due regard to the nature of the breach and other relevant circumstances.
- 8.2 If you are in breach of any of your obligations under this Licence Agreement which **is** capable of being remedied (for example, a failure to comply with the behaviour standards in clause 5 which has not caused a breakdown in the relationship between you and us or a failure to repair the Caravan (clause 4.7) or to pay Pitch Fees promptly (clause 4.3)), we may write giving you warning, specifying the breach and asking you to remedy the breach within a reasonable and specified time. If you do not comply with that warning and the breach is either serious and/or amounts to persistent breaches of obligation, which taken individually would be minor but which taken together cause a breakdown in the relationship between you and us, we are entitled to write to you to end this Licence Agreement and to require you to make arrangements with us for the immediate removal of the Caravan from the Park.
- 8.3 We are also entitled to bring this Agreement to an end by writing to you giving you not less than one month's notice.

9 When you may terminate the Licence Agreement

- 9.1 You are entitled to bring this Licence Agreement to an end by writing to us giving us not less than one month's notice.
- 9.2 However, if we have broken our obligations to you under this Licence Agreement and if as the result you are entitled to end this Licence Agreement you may give us a lesser period of notice but should still give us as much notice as possible.
- 9.3 You may also give us a lesser period of notice if you decide not to replace your Caravan on the Pitch following a total loss for which you are insured under clause 4.5. Again, you should still give us as much notice as possible.

10 The consequences of termination of the Licence Agreement

- 10.1 You will arrange with us for the immediate disconnection and removal of the Caravan and all other property of yours from the Park.
- 10.2 Payment of our costs in the disconnection or removal of the Caravan from the Pitch will not be sought if we are proven to be in serious breach of our obligations under this Agreement.
- 10.3 If following termination of this Licence Agreement you fail to arrange the immediate disconnection and removal of the Caravan, we are entitled to disconnect and remove it ourselves after giving you not less than 14 days' notice in writing of our intention to do so. If the Independent Surveyor confirms to us that the Caravan is not capable of selling for a sum sufficient to cover the costs of removal and sale, then you authorise us to dispose of the Caravan as we see fit and you will repay to us the costs we incur (acting reasonably) in the removal and disposal of the Caravan.
- 10.4 Otherwise we may, on not less than one month's written notice to you, sell the Caravan at the best price reasonably achievable in the circumstances.
- 10.5 We may charge you reasonable storage fees from the date this Licence Agreement ends until the date the Caravan is removed from the Park.
- 10.6 Where we sell the Caravan, we will account to you for the sale proceeds we receive less (a) our reasonable costs of storage under clause 10.5, (b) our reasonable costs of disconnection, removal and disposal or sale and (c) any other undisputed sum due from you to us.
- 10.7 Where you have terminated this Licence Agreement, we will repay to you, at least on the scale set out below, any Pitch Fees and other charges which you have paid us for a period after the Licence Agreement has ended, less any sums properly due to us.

After 30 June	No refund in any circumstances
Otherwise	
Months since Relevant Date	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%
After 6 months	No refund

The Relevant Date for calculating any refund shall be the date on which the payment made in advance was due.

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

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

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

11 Park Rules

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

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

12 Hiring out the Caravan

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

13 Keys

13.1 We may hold a key to your Caravan.

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

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

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

14 Complaints and disputes

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

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

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

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

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

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

15 Communications

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

Introduction

These park rules are in place for the good management of Lady's Mile Holiday Park and the benefit of all who use it. These rules form part of the Licence Agreement that is the contract between us for your occupation of a pitch on the park. They should be read alongside your Licence Agreement.

The park rules do not affect anything to which you are entitled under the terms of your Licence Agreement.

The expression 'you'/'your' means the Caravan owner and/or occupier [and this includes anyone using the Caravan from you]. The expression 'we'/'us'/'our' refers to the park owner and/or manager.

Please make sure that anyone using the caravan is aware of the park rules.

The rules set out below are the park rules referred to in your Licence Agreement. You are reminded that breach of these rules is a breach of your Licence Agreement and could result in termination of the Licence Agreement.

PARK RULES

1. Safety

- You should use the park safely and should not cause danger to others.
- You should obey all health and safety notices displayed on the park and act on the reasonable instructions of park staff in matters of health and safety.

2. Security

- You are solely responsible for securing the Caravan.
- You may only use alarms of the silent, monitored type and not audible alarms.

3. Swimming pool safety

- You must follow the procedure for use of the swimming pool and all the separate rules applicable to the pool. The rules and procedure are displayed at the swimming pool and are also available at the park office.

4. Permitted number of occupiers

- Your Caravan may not be used for sleeping a number of persons greater than the 'maximum sleeping capacity' stipulated in your Licence Agreement; if no number is stipulated then it may not be used for sleeping a number of persons greater than the number for which it was designed.

5. Visitors to the Caravan

- Only people lawfully staying with your permission have permission to enter the park.
- Your visitors must leave the park by **11pm**.
- It is your responsibility to ensure that your visitors and all occupiers of your Caravan adhere to the park rules.
- A maximum of 2 cars per pitch are permitted. All vehicles must fit within the boundaries of your pitch. Any other vehicle will be charged at a daily rate of £5. This must be arranged with the office in advance.

6. Ejection on grounds of behaviour

- In the event of persistent or serious misconduct by you, a member of your family, your occupiers, visitors or guests, we will follow any relevant notice procedures in the Licence Agreement. We do not have to follow any formal procedure to eject other visitors.

7. Condition of the Caravan

- You must not change the colour of the exterior of the Caravan without our prior consent in writing.

8. Your pitch

- You are responsible for the cleanliness of the Caravan pitch and for keeping the area around the Caravan clean and tidy.
- Only plain blue or green windbreaks are permitted on your pitch, and they **MUST** be removed when you are not using your Caravan.
- Decking is permitted but must not exceed the footprint of your awning unless historical and must also not exceed the gravelled area or cover any of the grass area.
- Fences may be added to the decking area only and must be fixed to the decking, not be dug into the ground or grass area.
- Only one storage box is permitted and must be kept on the gravel area of the pitch where possible
- No other vehicles/boats can be kept on the pitch.
- Trampolines are not permitted. All garden toys are to be put away when you are not using your caravan.
- All tables, chairs, dog pen etc. must be removed from the grass when you leave your caravan to allow the grass to be cut.

9. End of season / Winter

- It is your responsibility to drain down and prepare the Caravan for the winter season.
- You must ensure all gas, electricity and water connections are switched off when not in use during the winter season.
- During the winter season and when your caravan is not in use we recommend that the curtains of your Caravan are drawn back and all items of value removed.

10. Utilities installations

- You must switch off all gas, electricity and water connections when the Caravan is not occupied.
- If you experience any problem with the park's electrical, gas or water system, you should contact us. You must not attempt to work on any part of the park's electrical, gas or water system yourself; this includes any installations on the pitch.

11. Drainage system

- You must not introduce any foreign items into the drainage system including cleaning cloths, babies' nappies, sanitary towels, condoms, cooking fat, engine oil, grease or paint.
- Please note if you have a pitch with drainage, this is only for grey water. Please use the elsan points on site for anything else.

12. Tents, Gazebos and Awnings

- Tents can only be erected on official camping pitches on the park and not on your seasonal pitch.
- Gazebos can only be erected outside of school and public holidays.
- Awnings are left up at your own risk. We cannot be held responsible for any damage caused. Please check with your insurance company to check whether you are insured to leave an awning up when you are not on site.

13. Trees and shrubs

- You must not cut any trees or hedges at the park. If you find any tree or hedge a nuisance or unsatisfactory you should take the matter up with us; do not deal with it yourself.
- You must not plant any tree or shrub.

14. Digging

- You must not dig any hole at the park.

15. Washing

- You may only use washing lines of the rotary type or the window sill type and must remove them and store them out of sight immediately after use.
- You must site washing lines to avoid inconvenience to other caravan owners and park operations.

16. Refuse

- You must not deposit refuse outside your Caravan. You should use the refuse bins provided.
- Household white goods and furniture must not be disposed of onsite, including any trade waste.

17. Vehicles

- All vehicles you use on the park should be insured for use on the public road.

- You must insure all accessories and items towed by vehicles (such as towed boats and jet skis) as you would for use on the public road. These cannot be stored on your pitch when you return home.
- You must not keep disused or un-roadworthy vehicles anywhere on the park. We reserve the right to remove any vehicle which is apparently abandoned.
- You must not carry out the following works or repairs on the park:
 - 1 major vehicle repairs such as dismantling of part(s) of the engine

18. Pets

No dog breeds listed on the Dangerous Dogs Act 1991 are permitted on park at any time. Nothing in these Park Rules prevents you or any member of your party from bringing an assistance dog to the park, or from using the dog exactly as at home, if this is required to support a disability and Assistance Dogs UK or any successor body has issued an Identification Book or other appropriate evidence.

- You must keep any dog on a short lead at all times on the park. If you do not supervise and control any pet or animal, we are likely to ask you to remove it from the park straight away. This is because we cannot allow the safety of others to be put at risk.
- If you see another pet or animal anywhere on the park which does not appear to be supervised by and under the control of a responsible adult, or whose behaviour gives a cause for concern please tell us straight away.
- You must clean up if your animal defecates on the park.
- Dogs must not be left in the Caravan alone.
- You must not bring any pets or animals when you visit the park except the following:
 - Not more than **2** dog(s)
 - Not more than **2** domestic cat(s).

19. Wrist Bands

- You will be provided with 6 wrist bands per pitch. The wrist bands give you access to our swimming pool. You are responsible for the safe keeping of the wrist bands. Any lost bands will be charged at £50 each to replace.

20. Recreation

- You may only play ball and other games within the confines of your pitch and in the areas set aside for recreation.
- You may not use drones, powered model aircraft or any other powered flying objects on the park.
- You may not use skateboards, roller-skates, rollerblades, Segway's or micro scooters in the public venues.

21. Mail

- You may not use the park address for postal deliveries unless previously given prior approval from the manager.

22. Fire Precautions

- You may not use fire hoses for any improper purpose such as washing cars or boats.
- You must ensure that all occupants of your Caravan are familiar with the location of the Fire Points and the contents of the Fire Notices displayed at each point.
- You must not store fuels or combustible materials other than LPG containers on the park.
- Chimneas, wood burning stoves or open fires are not allowed.

Do not place BBQ in tents, awnings, pods, accommodation or directly onto the decking or ground