



Abbeyfordleisure

**Terms & Conditions**

**Caravan Holiday Home  
Ownership**

**Incorporating Park Rules**

**October 2020**



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# 1 Definitions

**Annual Pitch Fee** means the charge, for the period 1<sup>st</sup> January to 31<sup>st</sup> December in each year for use of the pitch location, maintenance of grassed areas surrounding the caravan (where applicable), access to and use of those facilities on the park for which no separate charge is made and a contribution towards the general upkeep of the park. The Annual Pitch fee invoice will incorporate local authority rates and water rates and a standard charge for electricity.

**Approved Contractor** means a person who is approved by the Company and has submitted copies of public liability insurance together with sufficient proof of professional qualifications for the works intended to be completed.

**Aesthetic Standard** means in good keeping with the park surroundings and neighbouring caravans.

**BH&HPA** means the British Holiday & Home Parks Association.

**Business** means an ongoing trade, profession or occupation carried out for the purpose of gain or reward.

**Buyer** means where a caravan is to stay on the park upon sale by a third party buyer, as detailed in clause 12.

**Caravan** means the holiday home belonging to the Owner as specified in the Sale Agreement.

**Company** means Abbeyford Caravan Company (Scotland) Limited registration number 89169, trading as Abbeyford Leisure.

**Family Member** means, in relation to the Owner, the spouse, parent, grandparent, child, stepchild, grandchild, brother or sister and the spouse of any of those persons.

**Guest Registration Document** means the form issued to the Owner upon request to the Company if they intend to use the Park Reception facility to issue keys to Guests, on behalf of the Owner.

**Initial Pitch Fee** means the pitch fee for the part of the calendar year remaining after the date of this Agreement, as specified in the Sale Agreement.

**Initial Other Charges** means the charges (other than the Initial Pitch Fee and the price of the caravan) specified in the Sale Agreement under the heading "Charges Payable at Date of Agreement".

**Letting** means the letting by the Owner of the caravan for use by paying guests and let shall be interpreted accordingly.

**Licence Period** means the period for which the caravan is permitted to be sited on a pitch on the park, as specified in the Sale Agreement.

**Other Charges** means the charges or the items specified in clause 7.

**Owner** means the person or persons specified in the Sale Agreement and who is responsible for all users and charges of any caravan owned by them on the park.

**Owners Guide** means an informal booklet containing advice and guidance for the Owner relating to various aspects of the caravan and park.

**Park** means the Holiday Park upon which the caravan is to be sited, as specified in the Sale Agreement.

**Park General Manager** is the appointed representative of the Company entitled to deal with all matters on behalf of the Company.

**Park Rules** means the rules of conduct and practice issued by the Company from time to time which are applicable to the occupation and use of caravans and other facilities at the park and which form part of these Terms.

**Period of Permitted Occupation** means the period in each year during which the caravan may be occupied, as specified in the Park Rules.

**Pitch** means the position on the park specified in the Sale Agreement, or pitch fee invoice, premium pitch means a pitch in a favoured location on the park, as determined by the Company.

**Private Hire Document** is the document issued once all necessary conditions have been met in order to let the caravan on the park.

**Private Sale Registration Document** is the document issued upon request to the Company if the Owner intends to sell the caravan on the park to a new Buyer.

**Sale Agreement** means the documentation signed for the purchase by the Owner of a caravan from the Company.

**Site Licence** means the caravan site licence applicable to the park issued to the Company by the relevant local authority from time to time under Section 3 of the Caravan Sites and Control of Development Act 1960 (or any statutory amendment or re-enactment to that Act).

**Third Party Authority** is a nominated person as requested at the point of sale or notified in writing to the Company to act on behalf of the Owner.

**Trade Associations** means the British Holiday and Home Parks Association and the National Caravan Council.

## 2 BH&HPA

This Agreement is written upon guidance from the British Holiday & Home Parks Association for which the Company is a subscribed member.

## 3 Licence

- 3.1 The Company permits the Owner to site the caravan on the pitch for the Licence Period as detailed on the Sale Agreement, providing the provisions of these Terms are met.
- 3.2 Nothing in these Terms shall be construed as creating a tenancy or lease between the Company and the Owner, or as giving the Owner any right after the end of the Licence Period, to site any caravan on a pitch on the park. Two thousand and one model caravans are permitted to remain sited on park, at the sole discretion of the Company.
- 3.3 This Agreement is personal to the Owner and may not be assigned or transferred by the Owner to any other person before following the transfer of ownership & resale terms, as detailed within clause 12 of this Agreement.
- 3.4 The Company may, in its absolute discretion, agree to extend the Licence Period upon written application by the Owner to the Park General Manager. If an extension of the Licence Period is granted under this clause the Company may:
  - 3.4.1 Increase the Annual Pitch Fee;
  - 3.4.2 Move the caravan to another pitch on the park.

## 4 Use and occupation of Caravan

- 4.1 The caravan may be occupied only during the Period of Permitted Occupation as advised by the Company.
- 4.2 The Company shall supply normal services to the pitch during the Period of Permitted Occupation, except where these services have to be interrupted for the purposes of repair or, are interrupted for reasons beyond the Company's control. Services will be disconnected for non-payment of pitch fees in accordance with clause 9 of these Terms.
- 4.3 The Company is not bound to open or keep open all amenities at the park throughout the Period of Permitted Occupation, and is not liable for any loss suffered as a result of any closure of those amenities.
- 4.4 The Company accepts no liability for the loss or contamination of chilled or frozen foods due to the power supply being interrupted. We strongly advise that all chilled or frozen foods are only stored during occupation of the caravan.
- 4.5 The caravan may be occupied for holiday purposes only and may not be occupied for residential purposes. The Company reserves the right to request proof of permanent address at any time.

- 4.6 The caravan may not be occupied for business purposes, and may only be let in accordance with the conditions explained in clause 5 of these Terms.
- 4.7 Where letting of the caravan is permitted under clause 5, the Owner may let the caravan for holiday purposes only.
- The Owner shall not:
- 4.7.1 Lead any person to believe that the caravan is the residence or home of the Owner or of any other person;
- 4.7.2 State or register the address of the caravan as being the permanent residence or permanent address of the Owner or of any other person.
- 4.8 The caravan may not be used to accommodate any number of persons in excess of the number of berths contained in the caravan.
- 4.9 The Owner shall be responsible for the conduct of all users of the caravan.
- 4.10 The Company shall have the right to enter the caravan:
- 4.10.1 For the purpose of inspection prior to any removal of the caravan from the pitch;
- 4.10.2 In an emergency;
- 4.10.3 For any other reasonable purpose.
- 4.11 Key handling remains the responsibility of the Owner at all times, the Park Reception will not handle key distribution other than to approved contractors or in the event of letting pursuant to clause 5.3.3.

## 5 Letting

- 5.1 Letting of the caravan is not permitted unless all requirements are met under this clause.
- 5.2 The caravan may not be let if:
- 5.2.1 A Private Hire Document has not been issued by Park Reception, a valid Gas & Electrical safety certificate are not valid, confirmation of caravan insurance has not been received or any local authority conditions have not been met;
- 5.2.2 Party members are all under 18 years of age;
- 5.2.3 Party numbers exceed the number of berths contained in the caravan;
- 5.2.4 Letting for more than 30 consecutive days.
- 5.3 Where the Owner lets the caravan, the Owner must ensure:
- 5.3.1 In all respects, the caravan is fit and suitable for occupation by the number of people in the party to whom the caravan is to be let. A copy of the Park Rules must be

clearly displayed during any period of letting for all Guests to observe, these will be issued in addition and on application for the Private Hire Document;

- 5.3.2 All fittings and utensils in the caravan are on a scale sufficient to provide for the needs of the number of people in the party to whom the caravan is let;
- 5.3.3 If using the Park Reception for key collection, that a Guest Registration Form is completed and issued to the Guest prior to arrival to the park. This form is to be presented by the Guest accompanied by photo identification prior to any keys being issued. A £10.00 charge is levied for this service and will be payable by the Guest prior to keys being issued (forms are available on request at the Park Reception). The park cannot accept responsibility for Guests that do not return the key as instructed by the Owner;
- 5.3.4 All Health & Safety and caravan insurance obligations are met pursuant to clauses 10 & 13.4 of this Agreement.
- 5.4 The Company is not liable for any injury, loss or damage arising from any letting of the caravan, except to the extent that any such injury, loss or damage is caused by the Company's negligence.
- 5.5 Advertising other than the park-issued Private Hire Document is not permitted within the caravan or externally in any manner on the park. The Private Hire Document is available upon application to the Park Reception. Please also refer to clause 20 in respect of the Abbeyford Leisure brand name, logos, brochure and internet content.
- 5.6 Please refer to [www.tvlicensing.co.uk](http://www.tvlicensing.co.uk) for your legal responsibilities in respect of TV Licensing conditions.
- 5.7 Where complaints relating to the standard of accommodation are received from a Guest hiring a caravan privately from the Owner, the Company will forward that complaint to the Owner to respond to where necessary. If the Company is put in disrepute, then the provisions of clause 16 will apply.
- 5.8 The Company reserves the right to evict all occupants for any breaches of the Park Rules and the Owner must also be contactable at all times in case of emergency.

## 6 Pitch fees

- 6.1 The Owner shall pay the Annual Pitch Fee Invoice to include; Electricity Standing Charge, Local Authority Rates and Water Rates in accordance with the following provisions of this clause.
- 6.2 The Company will notify the Owner of the Annual Pitch Fee for the following season giving no less than 3 months' notice.
- 6.3 The Annual Pitch Fee shall be paid as notified on the invoice relating to the charge.
- 6.4 The Owner acknowledges that the Annual Pitch Fee for a premium pitch may, because of its favoured position, be higher than that for other pitches on the park.



- 6.5 A £25.00 administration fee will be charged on dishonoured cheques.
- 6.6 Non-payment of pitch fees due to any outstanding disputes of any nature with the Company is not accepted and where payment is not made clause 9 of this Agreement will apply.
- 6.7 Payment of any part of the Annual Pitch Fee is deemed acceptance of the 'Terms & Conditions of Caravan Holiday Home Ownership incorporating Park Rules'.

## 7 Other charges

- 7.1 The Owner shall pay the Other Charges in accordance with the following provisions of this clause.
- 7.2 The Company will read the caravan's electricity meter annually and send the Owner an invoice for the consumption of electricity used.
- 7.3 If the caravan has piped gas, the Company will send the Owner an annual invoice for the consumption of gas used.
- 7.4 If the caravan has bottled gas, the Company, or appointed agent, shall sell any such bottled gas to the Owner at a price including delivery. Gas must be paid for prior to delivery.
- 7.5 Each of the Other Charges, plus any sundry items shall be paid by the Owner as detailed on the invoice.
- 7.6 A £25.00 administration fee will be charged on dishonoured cheques.

## 8 Increases in fees and charges

- 8.1 The Company may vary the following items from time to time in accordance with the following provisions of this clause:
  - 8.1.1 The Annual Pitch Fee;
  - 8.1.2 The Other Charges.
- 8.2 We will review the pitch fee with regard to the following criteria;
  - 8.2.1 Any charges that are not in our control such as local authority rates, water charges and other charges payable by us to third parties, including those caused by a change in the law or rates of taxation.
- 8.3 The Company shall give the Owner at least three months' written notice of the increase in the Annual Pitch Fee. After receipt of that notice, the Owner may, if they wish, exercise their right to terminate this Agreement under clause 17.
- 8.4 If the Company offers the Owner the option to transfer from the current pitch to another pitch which attracts a higher annual pitch fee, the Company shall be entitled to charge the Owner that higher annual pitch fee, plus a reasonable charge for re-siting costs.

## 9 Failure to pay annual pitch fee or other charges

- 9.1 If the Owner fails to pay:
- 9.1.1 Any part of the Annual Pitch Fee by the due dates as notified on the invoice for any caravan in title ownership by the owner on the park i.e.; a multiple owner;
  - 9.1.2 Any part of the Other Charges by the due dates as notified on the invoice.
- The Company may follow the procedure set out in this clause. This procedure does not affect any right the Company may have to terminate this Agreement in accordance with clause 16, and does not affect the provisions of clause 22.5 regarding interest on outstanding sums.
- 9.2 The Company may send the Owner a written reminder requesting payment of the outstanding part of the Annual Pitch Fee, or Other Charges, as appropriate. Failure to pay the amount outstanding may result in the caravan being disconnected from its services.
- 9.3 If the Owner does not pay the amount outstanding as detailed in 9.2, the Company may send a further reminder to the Owner. The Company may also invoice the Owner a disconnection and reconnection invoice of £250. This amount, along with the outstanding amount, will need to be paid in order for the caravan to be reconnected to its services. Occupation of the caravan whilst disconnected is prohibited.
- 9.4 If all sums requested by the due date as detailed in 9.3 are not paid, the Company reserves the option to remove the caravan, accessories and decking from the pitch and place it in storage until such time as the Owner has paid all outstanding sums owed to the Company. The cost of removal and reinstatement of the caravan, accessories and decking will also be charged.
- 9.5 Insurance of the caravan during any period which it is disconnected or placed in storage pursuant to clause 9.4 shall remain the responsibility of the Owner.
- 9.6 If any sums remain owing to the Company for more than 10 days after the caravan has been removed from the pitch and placed in storage pursuant to clause 9.4, the Company may, after giving not less than 10 days' written notice to the Owner, sell the caravan on behalf of the Owner off the park. Thereafter, the Company will account to the Owner for the proceeds of sale, less any sums owed by the Owner to the Company including any expenses for the sale incurred by the Company. The price for the caravan will be the best price reasonably obtainable by the Company for the caravan, on the basis that the caravan will not have the benefit of a pitch licence agreement.
- 9.7 Pursuant to clause 9.6, if the proceeds for the sale of the caravan do not reach the total amount owing by the Owner to the Company, the Company will seek payment of any outstanding account charges from the Owner.

## 10 Caravan insurance

- 10.1 The Owner shall insure the caravan adequately against fire, storm damage and where applicable, for private letting purposes. Public liability cover must be for a minimum sum of

£2 million. Details of our insurance partners can be obtained by contacting the Park Reception.

- 10.2 If the Owner arranges their own private insurance, it is the responsibility of the Owner to supply evidence of cover each year by sending a copy of the policy/ schedule which clearly states the caravan details and the name of the Owner to the Park Reception.
- 10.3 The Company reserves the right to charge an administration fee of £25.00 if a reminder is sent requesting the Owner to produce a valid policy/ schedule of cover document.
- 10.4 Failure to provide evidence of insurance will be treated as a breach of an Owner's obligations to the Company, please refer to clause 16 of this Agreement.

## **11 Compliance with Park Rules and Site Licence**

- 11.1 The Owner shall comply with the Park Rules which are printed at the end of this Agreement under a separate heading, entitled Park Rules.
- 11.2 The Owner shall not do anything which infringes the terms of the Company Site Licence issued by the local authority. Any amendments to the Site Licence, which are relevant to the Owner will be notified by the Company to the Owner in writing in advance of them coming into force, except where this is impractical, in which case the Company will notify the Owner of the changes as soon as practicable.
- 11.3 Where the Owner brings Guests onto the park, or lets the caravan, the Owner shall be liable for any breach of the Park Rules, or infringement of the Site Licence, by the relevant Guest or persons. The Company reserves the right to enforce clause 16 of this Agreement.

## **12 Caravan resale and transfer of ownership**

- 12.1 The caravan may only be sold or transferred in accordance with the following provisions of this clause.
- 12.2 A number of options for sale are available to the Owner. Whichever option is chosen, all outstanding finance charges relating to the caravan must be settled by the Owner. For the avoidance of doubt, the Owner should be aware that finance companies will generally not permit the transfer of outstanding finance charges from one person to another, and will therefore not permit a sale unless notice of the proposed sale is duly given to the finance house, and all outstanding finance charges due to the finance house are duly paid.
- 12.3 The following options for the sale of the caravan are available to the Owner:
  - 12.3.1 Option 1 – if the caravan is to be removed from the park upon sale, the Owner may sell the caravan to any person provided that all outstanding sums due from the Owner to the Company have been paid. Removal of the caravan from the park must be in accordance with the provisions of clauses 18 and 19;
  - 12.3.2 Option 2 – the Owner may sell the caravan to the Company at a price to be agreed between the Company and the Owner. The Company will make payment to the Owner within 10 days of receipt of the relevant documentation by the Company's

Head Office, deducting from the payment any sums owed by the Owner to the Company and any outstanding finance charges;

12.3.3 Option 3 – the Owner is permitted to sell the caravan to a private buyer or transfer to a family member, for the caravan to remain on the park the following procedures detailed in clause 12.4 are adhered to.

12.4 The procedure to be followed if the Owner wishes to sell the caravan to a private buyer or transfer the caravan to a family member is as follows:

12.4.1 The Owner must notify the Company of their intention to place the caravan on the market for sale on the park and the price the caravan is to be advertised for;

12.4.2 After receiving such a notice, the Company will make an offer to buy the caravan at a price to be negotiated between the Company and the Owner. If agreement on a price is reached, the Owner shall sell the caravan to the Company. The Company may deduct from the price any sums owed by the Owner and any outstanding finance charges. Where the Company and the Owner do not reach an agreement on price, the Owner shall follow the remaining part of the procedure set out in this clause;

12.4.3 The Owner must complete a Private Sale Registration Document. The document will detail price expectation of the Owner and items to be included in the event of a sale. The document will also detail the Owner's health & safety liabilities in addition to the current standard the pitch must be presented in;

12.4.4 The level of commission to be deducted from the final sale price to a private Buyer is 15% + VAT. The commission charged is for the issue of a new licence agreement to the new Buyer and for the Company allowing the caravan to be sold on park. The commission does not constitute a sales and marketing fee;

12.4.5 In the event that the Owner has sourced a private Buyer, as soon as practicable after a Buyer has been identified, the Owner shall notify the Company of the price agreed for the sale of the caravan to the Buyer. The Company will be entitled, within two working days of receipt of notice of the price, to buy the caravan from the Owner at that price, without charging any commission. The Company may deduct from the price any sums owed to it by the Owner, and any outstanding finance charges;

12.4.6 If the Company does not exercise its options to purchase the caravan, the Owner shall permit the Company to meet with the Buyer, and seek suitable references, carrying out such enquiries as may be appropriate. If the Company approves the Buyer, the Company will grant to the Buyer a new agreement for the duration of the Licence Period remaining. The Company will not refuse to approve the Buyer, unless there are reasonable grounds for doing so (for example on grounds relating to character or creditworthiness);

12.4.7 The sale of the caravan must be conducted through the Office of the Company and a Private Sale Agreement must be signed and completed by both parties on Company premises. The Company shall receive all purchase sums due from the Buyer and will deduct the commission and any sums owed by the Owner to the Company including any outstanding finance charges. The Company shall pass any

balance to the Owner upon cleared funds for the transaction within 10 working days of the date the owner has vacated the park and keys received by the Company.

- 12.4.8 The caravan is permitted to be sold on park with the benefit of the remaining licence period as detailed on the original Sale Agreement;
  - 12.4.9 Where the caravan is to be transferred to a family member, evidence of such relationship is required by form of marriage certification or full birth certification, if the surname is not the same. However, if the surname is the same, then photo identification such as passport, or photo card driving licence which confirms the surname, is acceptable. Where such evidence is not available, a statutory declaration is required confirming the family relationship between the Owner and the Buyer from the Owner's Solicitor as a pre-requisite for the issue of a new agreement;
  - 12.4.10 In the event of bereavement the Company will only take instruction from the Joint Owner, 3<sup>rd</sup> Party Owner or legally appointed executor of the belated Owner's estate;
  - 12.4.11 The transfer of ownership to a family member must be notified to the holiday home sales advisor who will instruct Head Office to make contact with the owner directly to discuss the provisions of clause 12.4.9 above. The Transfer of Ownership Agreement is to be signed by both the Owner & family member. The Company will make an administration charge of £50.00 to finalise the transfer.
  - 12.4.12 Advertising is not permitted within the caravan or externally in any manner on the park. Please also refer to clause 20 in respect of the Abbeyford Leisure brand name, logos, brochure and internet content;
  - 12.4.13 In all circumstances the new Owner will be required to present a valid insurance certificate prior to occupation and a new agreement being issued;
  - 12.4.14 The pitch fee levied to all new Owners will be that of the current pitch fee value applicable to the pitch location at the time of sale or transfer (with the exception of a family member) i.e., a premium pitch fee may apply to the new Owner of the caravan.
- 12.5 If there is any breach by the Owner of the procedure set out at clause 12.4:
- 12.5.1 The provisions of clause 16.1 relating to breach shall apply;
  - 12.5.2 The Company will not be under any obligation to grant a licence agreement to the Buyer or family member.

## 13 Health and safety

- 13.1 The Owner must ensure that the caravan is capable of being used safely so that, for example, all doors are safely accessible and steps, verandas and decking systems are all of stable construction, in good condition and only installed by Company approved contractors.
- 13.2 Any maintenance or other work to be carried out on the gas or electrical appliances contained in the caravan must be carried out by a qualified registered contractor approved by the Company. Access may be required by the Company's appointed electrical contractor for the purpose of electrical safety testing of the Park.
- 13.3 It is best practice, although not compulsory unless letting to guests, that the caravan is equipped with a portable fire extinguisher containing a minimum of one kilogram of dry powder, fitted with an indicator dial, smoke alarm (powered by either a long life lithium battery or by mains electricity) and a carbon monoxide detector.
- 13.4 Where the caravan is to be let to Guests, the Owner must, in order to comply with current legal obligations and the Company's health and safety policies, adhere to the following conditions.
  - 13.4.1 Ensure that a one kilogram dry powder fire extinguisher (fitted with an indicator dial) is present in the caravan and that it has not passed its expiry date and that the indicator dial is displaying green;
  - 13.4.2 Ensure that a smoke alarm (powered by either a long life lithium battery or by mains electricity) and a carbon monoxide alarm are installed within the caravan. These alarms must be tested regularly and a record of testing should be recorded prior to each letting with the record being made available for inspection if requested;
  - 13.4.3 Ensure that a current certificate confirming that any gas appliance contained in the caravan has been checked in accordance with the Gas Safety Installation & Use Regulations, and is displayed in the caravan and held on file in the Park Reception. The Company can arrange for this to be done and will advise the Owner of the costs involved prior to the work being undertaken. Only approved contractors are permitted to undertake this service. Please refer to the provisions of clause 14.2 in respect of Gas delivery;
  - 13.4.4 Ensure that the electrical system of the caravan is checked by a qualified electrician annually if the caravan is going to be let, or 3 yearly for sole private use. The Company can arrange for this to be done and will advise the Owner of the costs involved prior to the work being undertaken. Only approved contractors are permitted to undertake this service;
  - 13.4.5 Have all portable appliances tested by means of a PAT test on each appliance certifying its safety. The Company can arrange for this to be done and will advise the Owner of the costs involved prior to the work being undertaken. Only approved contractors are permitted to undertake this service;

- 13.4.6 On request, provide official documentation to the Company to demonstrate that all requirements have been satisfied.
- 13.5 The Owner acknowledges that variations or additions may be made to health and safety legislation, and agrees to comply with any such variations or additions as are notified by the Company in writing, or notified within the Park Rules.

## 14 Gas

- 14.1 In accordance with clause 7.4, the Company or appointed agent shall sell any such bottled gas to the Owner, at a price, including delivery. Gas must be paid for prior to delivery.
- 14.2 Gas bottles are not to be chained, secured to the caravan structure or stored in external storage boxes and must not be transported onto the park, only gas cylinders supplied by the Company or appointed agent may be installed. The Company or agent reserves the right to refuse delivery and connection of gas cylinders where a gas safety inspection certificate is not held on file at the Park Reception. The Company also reserves the right to cut any chain securing the cylinders to the caravan.
- 14.3 The maximum number of gas cylinders permitted to any one caravan is 2 x 47kg bottles or 4 x 19kg bottles. Cylinder sizes supplied may vary between the Company's individual parks. Please refer to Park Reception for further details and delivery times.

## 15 Condition of Caravan and pitch

- 15.1 The Owner shall ensure that the caravan, pitch and any accessories to the pitch such as storage boxes and decking are maintained to a good aesthetic standard and are kept clean, tidy and in good repair with suitable access steps at all times. The caravan must also be in a suitable condition as detailed in clause 18.2 in the event of it being removed from the pitch.
- 15.2 No alterations, installations or additions may be made to the exterior of the caravan, decking, accessories or to the pitch, without the prior written permission of the Park General Manager. The Company reserves the right to remove any non-approved installations.
- 15.3 The Company reserves the right to hold on secure file, a photo library of all caravans sited on the park. The library is updated annually and will be used only for the purpose of dispute resolution.
- 15.4 All works in or around the caravan relating to all works for which the Company is responsible under clause 15.5, shall be carried out only by the Company or its representatives.
- 15.5 The Company shall provide to the caravan and maintain services relating to gas, electricity, water and sewerage up to the points defined in clause 15.6 below. Access may be required to the caravan from time to time by the Company in order to complete park electrical testing.
- 15.6 The Company shall be responsible for the testing, certification and maintenance of services connected to the caravan up to and including:
- 15.6.1 In the case of water, the final stop valve;

- 15.6.2 In the case of electricity, whichever comes first, either the exterior external socket on the pitch or the consumer unit within the caravan;
- 15.6.3 In the case of metered gas, the final meter point.
- 15.7 For the avoidance of doubt, the following installations are part of the caravan, and the Owner is therefore responsible for them:
  - 15.7.1 Water – the pipework from the final stop valve to the relevant appliances in the caravan;
  - 15.7.2 Electricity – the electrical cabling from the external socket on the pitch or where no external socket is installed, the consumer unit to the relevant appliances in the caravan;
  - 15.7.3 Gas – the pipework from the gas meter point, or hoses from gas bottles to the regulator and from the regulator to the relevant appliances in the caravan.

## **16 Termination for breach by the owner**

- 16.1 If the Owner commits a breach of obligations under this Agreement, or brings the Company into disrepute or takes direct action against the Company by means of canvassing or public protest, the Company may serve the Owner, with reasonable notice in writing, termination of this Agreement, if the Owner does not remedy the breach within the time frame issued by the Company.
- 16.2 If the Company terminates this Agreement pursuant to this clause:
  - 16.2.1 The Owner shall, as soon as practicable, remove the caravan from the park in accordance with the provisions of clauses 18 and 19;
  - 16.2.2 The Company shall refund, or charge the Owner, any sums paid or owing to the Company, in respect of the period after the removal of the caravan from the park;
  - 16.2.3 The Owner shall continue to be liable for any sums owed to the Company up to the date of removal of the caravan from the park.

## **17 Termination other than for breach by the owner**

- 17.1 This Agreement shall automatically terminate on the sale or transfer of the caravan by the Owner pursuant and in accordance with clause 12 of this Agreement.
- 17.2 If this Agreement is terminated pursuant to clause 12.3.1, the Owner shall arrange for the removal of the caravan from the park in accordance with the provisions of clauses 18 and 19.
- 17.3 Upon termination of this agreement, the Company shall:



- 17.3.1 Refund that part of the Annual Pitch Fee invoiced which is attributable to the period after which the Agreement is terminated and the Owner has vacated the caravan, on the following scale:
- 17.3.2 Where this Agreement is terminated before the end of February in any year – 100% refund;
- 17.3.3 Where this Agreement is terminated after 1<sup>st</sup> March but before the end of April in any year – 50% refund;
- 17.3.4 Where this Agreement is terminated after the end of April in any year – no refund;
- 17.3.5 Refund any Other Charges, where relevant, that have been paid to the Company in respect of the period after termination of the Agreement.
- 17.3.6 Take a final electric meter reading and invoice for electricity consumption.
- 17.4 In all instances a Vacating Form is to be completed and signed by the Owner, the Vacating Form will detail all applicable refunds or charges due applicable to clause 17.3.
- 17.5 Refunds are payable by cheque from the Company to the owner within 10 working days from the date the Owner leaves the park and a signed Vacating Form by the Owner has been received.

## **18 Removal of Caravan from pitch**

- 18.1 Any disconnection of the caravan and/or its removal from the pitch in accordance with the terms of this Agreement may be carried out only by the Company or its nominee, and not by the Owner, or by any other person (even where the Owner is required under this Agreement to remove the caravan from the park).
- 18.2 The Owner must ensure that the caravan is capable of being removed from the pitch. In particular, wheels, tyres, chassis, and tow bars must be maintained by the Owner so as to facilitate removal of the caravan from the pitch.
- 18.3 Where the caravan is to be removed from the pitch, otherwise than in accordance with clause 18.4, the Owner shall pay in advance to the Company, a disconnection and removal fee of £575.00, plus, any costs reasonably incurred by the Company in the event that craning, removal of decking, steps or skirting is necessary in order to remove the caravan from the pitch.
- 18.4 The Owner acknowledges that it may be necessary from time to time for the Company to move the caravan from the pitch for routine maintenance, for the development of the park, or for other similar purposes. Where the Company wishes to remove the caravan from the pitch for such purposes:
  - 18.4.1 The Company will give at least 3 months' notice in writing to the Owner, except in an emergency, when the Company will endeavour to give at least 7 days' written notice, or, failing that, as much notice as is practicable in the circumstances;

18.4.2 After completion, the Company will replace the caravan on the pitch or on an alternative pitch similar to the original one, as soon as practicable at the Company's own expense, including all necessary Gas, Electricity & Water tests.

18.4.3 Where the caravan is sold off the park, accessories such as decking, steps, storage boxes or gas bottles cannot be sold on the park, without the written approval of the Park General Manager.

## 19 Removal of Caravan from park

19.1 Where the Owner is to remove the caravan from the park under this Agreement, the Owner shall inform the Company, by giving notice in writing, of the date and approximate time the caravan is required to be removed from the park. The Company may refuse to permit the caravan to be removed from the park at any time which the Company considers, on reasonable grounds, to be unsuitable, for example:

19.1.1 During periods where there are high numbers of Holiday Guests on the park who are likely to be inconvenienced by the removal of the caravan;

19.1.2 During periods when removal of the caravan would be likely to prejudice the enjoyment of neighbouring occupied caravans;

19.1.3 Where health and safety considerations may be compromised or the caravan is not in a suitable condition as per clause 18.2.

19.1.4 Where the park has not received a valid copy of public liability insurance, from the transport company.

19.1.5 Where a signed Vacating Form has not been completed as per clause 17.

19.2 Within a reasonable time before the date arranged for removal of the caravan from the park in accordance with clause 19.1, the Company shall remove the caravan from the pitch, in readiness for its removal from the park.

19.3 If the Owner fails to remove the caravan from the park within 14 days of the date for removal arranged in accordance with clause 19.1, the Owner shall pay the Company a storage fee at a weekly rate equivalent to 10% of the Annual Pitch Fee, until the caravan is removed from the park. Insurance of the caravan during the period of delay shall remain the responsibility of the Owner.

19.4 Not less than one month after the caravan has been removed from the pitch by the Company under clause 19.2, the Company may, after giving not less than 10 days' written notice to the Owner, sell the caravan on behalf of the Owner, and shall account to the Owner for the proceeds of sale, less any sums owed by the Owner to the Company, any outstanding finance charges and any expenses of sale. The price for the caravan will be the best price reasonably obtainable by the Company for the caravan on the basis that the caravan will not have the benefit of a licence agreement. Insurance liabilities for the caravan will remain the responsibility of the Owner at all times.

- 19.5 Removal of the caravan from the park does not affect the Owner's obligation to pay any sums due under this Agreement and the Company reserves the right to dispose of any accessories remaining on the pitch after the caravan has been removed from the park.

## **20 "ABBEYFORD LEISURE" brand name, logos brochures & internet content**

- 20.1 The Owner acknowledges that the contents of the Company's brochures, internet and social media are the sole copyright of the Company and agrees not to copy or to reproduce any content in any way.
- 20.2 The Owner acknowledges that the "Abbeyford Leisure" brand name and logo are trademarks of the Company and the Owner agrees not to use or reproduce those trademarks.

## **21 Dispute resolution**

- 21.1 If the Owner has a complaint, he must refer that complaint to the Park General Manager, who will endeavour to resolve the matter on a mutually acceptable basis. The Park General Manager will respond on behalf of the Company at all times.
- 21.2 The provisions of clause 21.1 do not affect the Owner's Statutory Rights or any right of the Owner to take legal action against the Company or any right of the Company to take legal action against the Owner. Upon legal action being taken, the Company will only communicate with the legal representative representing the Owner.

## **22 Miscellaneous**

- 22.1 The Owner must inform the Company in writing of any change of permanent address and provide evidence of any such change of address valid within 3 months of the notification of change. Acceptable evidence of such change can be by providing any one of the following; bank statement, driving licence, council tax, telecom or utilities bill. Accurate contact details must always be held on file by the Company.
- 22.2 Any notice required to be served, or given by either party under this Agreement, may be served on, or given to the other party at the address last notified to the Company in accordance with clause 22.1.
- 22.3 Any notice required to be served, or given by the Company under this Agreement may be contained in a newsletter sent by the Company from time to time to all Owners on the park.
- 22.4 All property belonging to the Owner on the park is at the risk of the Owner, except where loss or damage is caused to that property by the negligence of the Company.
- 22.5 The Company reserves the right to charge the Owner interest on all sums outstanding under this Agreement at a rate of 4% above the Bank of England base rate.

- 22.6 This Agreement shall be binding upon successors in title to the Company.
- 22.7 Where the Company makes changes to the park for its improvement, and such changes require the amendment of the Agreement, the Owner shall not unreasonably withhold approval of such amendment.
- 22.8 CCTV is in operation across selected Holiday Parks owned and operated by the Company. CCTV or visual monitoring systems including dummy non recording deterrents that are not installed by the Company are prohibited from installation or use on the park.
- 22.9 The Company reserves the right to erect or display signage on the park or on any caravan located within the park.
- 22.10 Where the Owner requests a third-party authority to be added or removed from their account, written confirmation must be received at the Park Reception confirming the full name and relationship to the Owner.
- 22.11 In the event of any dispute in relation to ownership title of the caravan, the Company reserves the right to request evidence of entitlement prior to making any change to the ownership title of the caravan.
- 22.12 If the Park is closed for reasons beyond the control of the Company during the period of permitted occupation as detailed in the Park Rules, a rebate of up to 50% of the Pitch Fee element of the Total Annual Pitch Fee Invoice, will be issued for each full month that the Park remains closed.

For Example:

Breakdown of a Total Annual Pitch Fee Invoice, based upon a Premium Gold Pitch Location at St Andrews Holiday Park, invoiced for 2021.

	Total
Pitch Fee Element	3,529.00
Electric Std Charge	46.00
Rates	660.00
Total Annual Pitch Fee Invoice	4,235.00

Amount of rebate payable, per full month of Park closure, during permitted period of occupation. For the avoidance of doubt, the period of permitted occupation is equal to 9 months.

Pitch Fee Element Rebate	196.06
Up to a Maximum rebate of 50%	1,764.50

# Park Rules - Caravan Ownership

It is our aim to provide services and products which enable all our Guests to enjoy Holiday Home Ownership in a safe, secure and enjoyable environment. These Park Rules have been produced to achieve that aim and should be read in conjunction with the aforementioned Terms & Conditions of Ownership.

If you are ever in doubt, please do not hesitate to contact your Park General Manager.

1. In accordance with the Site Licence and Planning Permissions, Owners and Guests may occupy caravans on the park from 9am on 1<sup>st</sup> March to 4pm on 30<sup>th</sup> November. Park Reception offices are open daily throughout the year (limited to Monday-Friday during the closed season, with the exception of the festive holidays, where the office times will be detailed on our website). Owners wishing to access their caravan at weekends during the closed season should contact the Park Reception with reasonable advance notice. Other amenities, facilities and entertainment will be available from time to time, at the discretion of the Management.
2. The Owner of the caravan is not allowed to be registered with the local authority as their permanent address and may not use the caravan as their main or sole residence. Also, any post of an official nature will not be accepted at park and will be returned to the sender.
3. No animals, other than Domestic Pets where permitted, may occupy caravans without written permission of the Park General Manager. Dogs must be kept on leads at all times, remain the sole responsibility of the Owner and should not be left unsupervised in caravans for long periods of time. Dogs that continually bark and/or cause a nuisance will be required to be removed from the park by the Owner. Owners should not allow their dogs to foul public areas of the park and, as a courtesy to other Owners and Guests, ensure that they clean-up after their dogs. No dangerous dogs as listed by the Control of Dogs Act (Scotland) are permitted on the park.
4. All park grounds are communal. The area of land designated for an individual caravan is the area covered by the actual caravan only. The area of usage for a caravan Owner will generally be determined as the side at which the doors open. The Park General Manager reserves the right to clarify any discrepancies.
5. All caravans are to be kept in good condition and maintained to the high standards of the park and the use of pesticides or chemicals are strictly prohibited. The caravan Owner is responsible for the general upkeep of the caravan and the tidiness around it, ensuring that the area underneath the caravan is kept clean and free of all material at all times. Please refer to clause 15 of the "Terms & Conditions of Ownership".
6. Any form of demarcation i.e., trellis borders, windbreaks, potted plants, stones, etc, are strictly prohibited as the grounds of the park are considered communal areas at all times.
7. No structures or accessories, including TV or radio aerials, steps, decking systems and/or storage boxes, may be erected or installed on the caravan or pitch without the written permission of the Park General Manager. This includes any pitch enhancements. Only Company authorised suppliers can be used on park.
8. The park reserves the right to remove structures or accessories located on the Caravan or pitch that are in breach of Park Rules, or those that are in poor state of repair. Broken or damaged

items such as storage boxes may be removed in order for us to protect the aesthetic look of the park and in the interest of safety for all our Owners and Guests of the park.

9. Clothes may be dried using rotary dryers during daylight hours only and must be removed completely when the holiday home is not in occupation. Rotary dryers erected whilst not in reasonable use will be removed and stored under the caravan by the Park Maintenance Team. Washing lines are strictly prohibited.
10. Tents, touring caravans, motor homes, motorised or non-motorised boats are not permitted to be stored in the vicinity of any pitch location.
11. Soft ball games only are permitted to be played on the park, but please respect neighbouring caravans. Please stay well clear of overhead power cables when flying kites. Motorised airborne accessories are prohibited at all times.
12. External caravan maintenance is only to be carried out by the park's own Staff, or approved contractors with the Park General Manager's approval.
13. Motor vehicles should not exceed the speed limit and should observe any one-way system. Please respect all Owners and Guests by keeping audio music to a reasonable level when driving on the park. The rules of the Highway Code are applicable to the park. The Police have equal authority to prosecute any breaches of the code as if were on a public highway.
14. No motorised vehicles or accessories prohibited for use on a public road are permitted on the park without the permission of the Park General Manager.
15. Repairs and maintenance of cars, or any other vehicle is not permitted on the park.
16. If a caravan Owner lets privately, the caravan cannot be let to parties other than bona fide Holiday Guests who themselves may not be allowed to spend more than 30 consecutive days on the park, long term seasonal letting is prohibited. Caravans may not be let to persons under the age of 18.
17. No signs/advertisements may be displayed within, or outside any caravan. The Park General Manager reserves the right to remove any such signage or advertising material.
18. Caravan Owners will ultimately be held responsible for all persons occupying their caravan and must be contactable at all times by park personnel to resolve any disputes arising from antisocial behaviour of their tenants on the park. In the event of behaviour likely to cause offence, or damage to any other user of the park, or the facilities, the Company reserves the right to remove any offenders from the park without redress.
19. All persons using the entertainment complex must honour the Club Rules which are clearly displayed within the Club.
20. Existing trees, shrubs, hedges etc, will be maintained by the park and must not be pruned, trimmed or cut down by anyone other than the park's own Grounds Team, unless previously agreed with the Park General Manager. The establishment of gardens by Owners is not permitted on the park, and any planting must be restricted to freestanding moveable pots on decked areas, or within no more than 2 feet from the caravan only. It is strictly forbidden to plant in the ground.

21. Litter must be placed in bin bags and disposed of in the bin compounds provided around the park, and not left outside the caravan. Please use Recycling Bins where provided and take note of the applicable recycling waste they require.
22. Refuse bin compounds are for domestic refuse disposal only and it is strictly prohibited to dispose of electrical items or to dispose of hazardous material. Details of local recycling points are available from the Park Reception.
23. With respect for your neighbours and other Guests on the park, noise is to be kept to a minimum, respectful level, especially late at night or early in the morning by all occupants of the caravan.
24. Antisocial behaviour towards members of Staff, Guests, or fellow Owners on the park is strictly unacceptable. Occurrences of antisocial behaviour may result in clause 16 of the Terms & Conditions of Ownership being enforced.
25. Domestic type charcoal and gas barbeques are permitted providing the safe and proper use of the barbeques policy is followed, as detailed in the 'Owners Guide'. Disposable barbeques and fire pits are strictly prohibited.
26. Outside taps are permitted providing they are fitted with a non-return valve, but please note that hose pipes are strictly prohibited.
27. Parents and Guardians are responsible for their children at all times on park and should ensure that their children behave responsibly, and are appropriately supervised, especially when enjoying the park's facilities.
28. No objects that may cause offence or bodily harm are permitted for use or containment on the park.
29. Abbeyford Leisure reserves the right to make additions or deletions to these Park Rules from time to time as it considers necessary for the general safety or proper and efficient management of the park.
30. All contractors must report to Park Reception upon their arrival to the park.











