

# LICENCE AGREEMENT

for a Caravan Holiday Home at

**Kennford International  
Holiday Park**



# LICENCE AGREEMENT FOR A HOLIDAY CARAVAN PITCH 2018

## Part 1-Particulars

**Name of Park:** Kennford International Holiday Park  
**Date of the agreement:** 15 March 2018

### Name and address of Parties:

<b>Park Owner:</b> Mr. Ian Hopkins Kennford International Holiday Park Kennford Exeter EX6 7YN	<b>Caravan Owner</b> H4
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Email: <a href="mailto:ian@kennfordinternational.com">ian@kennfordinternational.com</a> Tel: 01392 833046 Mob: 07768 240780	Email: Tel: Mob: H4
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<b>Pitch Number:</b>	H4
<b>Caravan Make, Model, Size and year of manufacture:</b>	H4
<b>Caravan Bed and Serial number:</b>	H4
<b>Your Current Insurance data held shows your policy expires on:</b>	H4
<b>Your Gas Safety Certificate expires on</b>	H4
<b>Season:</b> (The period when the seasonal caravan may be occupied):	15/3/18 to 15/1/19
<b>Hiring of your static holiday home</b>	not permitted
<b>Services provided without additional charge:</b>	None
<b>Services provided for a charge:</b>	Electricity and Water (Metered)
<b>Requirement to insure through Park Owner:</b>	No
<b>Static Caravan Age Limit:</b>	N/A
<b>Category of caravan: Serviced</b>	Yes... (electricity & Water (Metered))
<b>Licence Period:</b>	One Year

<b>annual pitch fee:</b>	<b>£2933.33</b>	<b>Plus, vat @ 20%</b>	<b>£586.67</b>	<b>Total</b>	<b>£3520.00</b>
<b>Non-Domestic Holiday Home Rates</b>	<b>£275.00</b>	<b>Plus, vat @ 20%</b>	<b>£55.00</b>	<b>Total</b>	<b>£330</b>

<b>total to pay</b>	<b>£3850.00</b>	Payable by 28 Feb 2018, pay by 31 <sup>st</sup> Dec 2017 and received £200 discount of your pitch fee. See your invoice for full details.
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**Payment of Pitch Fees:** As stated in part 4 (Your Obligations) point 3 and part 11 (When we may terminate the Licence Agreement) point 2, pitch must be paid in full by the date stated or the 28-day clause will be enforced.

**Review date:** the 1st day of December in each year of the Licence Period

***Jan Hopkins***

### Park Owner

**Please note:** This is a legally binding agreement, which you should sign only if you are satisfied with its terms and conditions. You should understand that the purchase price of the caravan and any resale value are subject to a variety of factors and resale value may improve or reduce over time.



# Part II Terms and Conditions of this Licence Agreement

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

1. **“Agreement Period”** means the period shown as the Agreement Period in Part I.
2. **“Caravan”** means the caravan holiday home described in Part I.
3. **“Commission”** means the payment you must make to us if you sell the Caravan on the pitch and we issue a fresh agreement to the new owner. Clause 6 of this Licence Agreement sets out the procedure we and you must follow if you decide to sell the Caravan.
4. **“Family Member”** means your spouse, civil partner, parent, grandparent, child, grandchild, brother or sister, and the spouse of any of those persons and treating the stepchild of any person as his child.
5. **“Hire/Hiring out”** means the act of obtaining payment (whether in cash or in kind) for the use of the Caravan by persons (other than you).
6. **“Independent Surveyor”** means the surveyor appointed under clause 16 for the purpose of determining any dispute under clause 9 of this Licence Agreement or for the purpose of assessing the value of the Caravan under clause 13.
7. **“Inflation”** means the movement of the General Index of Retail Prices published by the Office of National Statistics starting from the date of this Agreement. The expression is referred to in the following provisions of this Agreement:  
The issue of a charge for noting policy details under clause 4.5.3 or the review of the annual pitch fee under clause 8.4 or calculating the sum due from you before we are entitled to retain the Caravan under clause 13.5 If it becomes impossible to measure Inflation by means of the General Index of Retail Prices then we agree to do so by some other index having a similar purpose published by a public body.
8. **“Park Rules”** means the rules of conduct and practice issued by us from time to time and applicable to the use of the Caravan and other facilities at the Park. A copy of the Park Rules in force at the date of this Licence Agreement is attached.
  - a. **“Pitch”** does not include any part of the Park except that on which the Caravan stands.
  - b. **“Pitch Services”** means the services which we provide for you and which are listed in Part I.
  - c. **“Review Date”** means the day set out in Part I on which the Pitch Fee is changed under clause 8 below.
  - d. **“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.
9. **“Welours/us”** means the Park Owner described in Part I.
10. **“Working Days”** means Monday, Tuesday, Wednesday, Thursday and Friday, unless these are Bank Holidays.
11. **“You/your”** means the Caravan Owner described in Part I. Where there is more than one person described as the Caravan Owner in this Licence Agreement each is fully responsible for the obligations under this agreement.

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

1. We permit you throughout the Agreement Period to keep the Caravan on the Pitch at the Park and to use it for holiday and recreational purposes during the period each year described in Part 1.
2. This Licence Agreement is personal to you and may not be assigned or transferred to any other person.
  - 2.1 The Licence Agreement comes to an end when you sell or transfer the Caravan to anyone else including a Family Member.
  - 2.2 However, we will give a new licence agreement on the terms set out in clauses 5 and 6 below, giving equivalent permission to keep the Caravan on the Pitch on terms no less favourable than those contained in this Licence Agreement:
- 3 To a buyer who is approved by us or to a Family Member who is approved by us to whom you give the Caravan or to a Family Member who is approved by us and who inherits the Caravan.
- 4 We will undertake any enquiries under this clause with reasonable diligence and we will notify you of our approval, or, in writing that our approval is to be withheld, as soon as is reasonably practicable. We will only withhold approval of a prospective buyer or Family Member on reasonable grounds.
- 5 The benefits of any payment made in relation to the pitch fees and charges made under the previous Licence Agreement will be transferred to the new licence agreement.
- 6 This Licence Agreement does not entitle you to purchase any alternative or replacement caravan except in the event of a total loss of the Caravan by fire or some similar occurrence. You will then be entitled to arrange for us to site a replacement caravan of a similar type and size as the Caravan.

### **3. Our Obligations**

We agree with you as follows:

- 1 We will provide, maintain and keep in good state of repair the Pitch Services to the Caravan except where these have to be interrupted for the purposes of repair or for other reasons beyond our control such as interruptions in the supply of services to us.
- 2 We will move the Caravan from the Park or the Pitch only in accordance with the provisions of clauses 9, 11 and 13.
- 3 We will notify you of any changes to the Park Rules in writing as outlined in clause 14.
- 4 We will comply with our obligations if you terminate this Licence Agreement under clause 12.
- 5 We will insure the Park against usual third-party risks to a minimum of £2m per claim.

### **4. Your Obligations**

You agree with us as follows:

- 1 To comply with the terms of this Licence Agreement and the Park Rules.
- 2 To use the Caravan only for holiday and recreational purposes (and not as your only or main permanent residence). You agree to inform us in writing of any change in your permanent address.
- 3 To pay the Pitch Fee and other charges due to us on the days set out in Part I.
- 4 To pay to us interest at 15% per month on any undisputed sums overdue.
- 5 To insure the Caravan against all usual risks including fire and smoke, explosion, lightning and thunderbolt, earthquake, riot, civil commotion, strikes and labour disturbances, aircraft and other aerial devices or anything dropped or falling from them, storm or flood, theft or attempted theft, escape of water or oil from any fixed domestic water or heating installation, collision by any vehicle or animal, breakage or collapse of television or radio aerials, satellite receiving dishes, their fittings or masts, malicious acts of vandalism, water freezing in any fixed domestic water or heating installation, falling trees, telegraph poles or lampposts or any parts of them, accidental damage to underground service pipes and cables for which you are responsible, accidental breakage to fixed glass in windows, doors, fanlights and skylights and ceramic hobs in fixed appliances, accidental breakage of sanitary fixtures, subsidence, heave or landslip of the site on which the Caravan stands, accidental damage, architects, surveyors legal and other fees to re-build or repair the Caravan, cost of removing debris, demolishing, propping up or supporting parts which have been damaged, the additional costs of rebuilding or repairing the damaged parts of the Caravan to meet any Government or Local Authority requirements, cost incurred in the delivery and/or re-siting of any structure at the insured premises, loss of rent and alternative accommodation, Property Owners Liability, Public and Employees Liability.
  - 5.1 The sum insured for loss of or damage to the Caravan shall include the following:
    - 5.1.1 the retail price on the Park of a new caravan of a similar type and size to the Caravan,
    - 5.1.2 the cost of replacing any existing ancillary structures (for example steps),
    - 5.1.3 the cost of clearing wreckage from the Pitch and disposing of the Caravan destroyed by fire, natural disaster or another similar occurrence, and
    - 5.1.4 the cost of delivery, siting and connecting the new caravan (if not included in the retail price).
  - 5.2 The sum insured for Property Owners Liability, Public and Employees Liability shall not be less than £2,000,000.
  - 5.3 Unless you insure through our agency or by using our brokers, you agree to provide proof of insurance by providing us with a copy of your insurance details each year for verifying the level of cover, maintaining administrative records, copying and invoicing.
- 6 To keep the Caravan in a good state of repair and condition both visually and structurally and so as to retain its mobility and in a safe, habitable state including the repair and maintenance of all installations and appliances and undertaking and/or commissioning all relevant periodic safety checks.
- 7 Not to do or omit to do anything which might put us in breach of any condition of the Site Licence which is available on the park in a conspicuous place and to comply with all statutory requirements (including any relevant planning permissions) in relation to the Caravan and its installations and furnishings. For example, the conditions of the Site Licence which are likely to affect you are those requiring the space between caravans to be kept clear, those prohibiting combustible structures between caravans, those regarding car parking and those requiring the underside of caravans to be kept clear.

- 8 Not to carry out any building works at the Park or to erect any extension to the Caravan or without our written permission to erect any hut, fence, structure, TV aerial or clothes line or to connect any services or utilities to the Caravan. We will only withhold our consent to such works on reasonable grounds.
- 9 To give us written notice of any work to be carried out to the Caravan by external contractors and to ensure all contractors employed by you provide us with the relevant documentation so that we can check their insurance and competence in order to maintain a safe environment on the Park at least seven days before the contractors start work (or in the case of emergency, as much notice as possible).
- 10 To permit us to remove the Caravan from the Pitch in accordance with the rights we have under clauses 9, 11 and 13 of this Licence Agreement.
- 11 You have an obligation to arrange with us the removal of the Caravan from the Park following the expiry of the Agreement Period (for whatever reason) in accordance with clause 13.1. To maintain standards on the Park and to prevent damage to the Park and its installations, any work in de-siting or removing the Caravan (even after termination of this Licence Agreement) must be done by us or by our contractors. You agree to pay us for removing the Caravan from the Park or for moving the Caravan at your request. Our charges will be reasonable and based on the time spent and the work done and shall not exceed those of a written quotation for having the work carried out by an appropriately competent and a suitably qualified and experienced independent contractor(s) and in accordance with industry guidance. We will provide you with a written quotation for any work in de-siting or removing the Caravan. If within 14 days of receiving our written quotation, you provide us with a written quotation for the same work to be carried out by an appropriately competent and experienced independent contractor(s) and in accordance with industry guidance, we will charge you no more than the independent contractor(s)' quotation for the work.
- 12 To comply with any requirement contained in Part I as to Hiring out the Caravan.
- 13 To comply with the provisions of clauses 6 and 7 below when selling or gifting the Caravan or when it is inherited.
- 14 To use the Caravan only during the period of year indicated in Part I of this Licence Agreement.

## 5. Behaviour Standards

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

- 1 To act in a courteous and considerate manner towards anyone visiting, using or working on the Caravan or the Park including us, our staff, other customers of ours and users of other caravans and accommodation at the Park.
- 2 To supervise children properly so that they are not a nuisance or danger to themselves or others.
- 3 Not to:
  - 5.3.1 commit any criminal offence at the Park or use the Caravan in connection with any criminal activity.
  - 5.3.2 commit any acts of vandalism or nuisance.
  - 5.3.3 use fireworks.
  - 5.3.4 keep or carry any firearm or any other weapon at the Park.
  - 5.3.5 use any unlawful drugs.
  - 5.3.6 create undue noise or disturbance.
  - 5.3.7 carry on any trade or business at the Park.
  - 5.3.8 permit anyone who is to your knowledge on the Sex Offenders Register compiled under the Sex Offenders Act 1997 to use or visit the Caravan.
- 4 You accept that any breach of these behaviour standards may bring about the termination of this Licence Agreement. Termination by us is dealt with by clause 11. Any serious breach may result in termination of this Agreement under clause 11.1.

## 6. Selling the Caravan

- 1 You may sell the Caravan in one of three ways:
  - 1.1 to us if we agree
  - 1.2 Or on the Pitch to a buyer approved by us in accordance with the provisions of clause 6.2
  - 1.3 Or off the park so long as you arrange the removal of the Caravan through us and pay our charges for de-siting and removing the Caravan from the Pitch in accordance with clause 4.11 above.

2 You agree the procedure for selling the Caravan on the Pitch as follows:

- 2.1 You agree to write and tell us if you are putting the Caravan on the market for sale while it remains on the Park and to write to us again if you change your mind and decide not to sell the Caravan. You agree to tell us in writing whether the Caravan is subject to finance and if it is, to give us the name of the company and the reference number of the finance agreement.
- 2.2 You arrange all relevant safety checks by competent contractors, for example for gas and electrical installations to ensure the safety of the Caravan and produce the certificates to us on completion.
- 2.3 You market the Caravan and find a buyer.
- 2.4 You agree to write to us telling us the price at which you intend to sell the Caravan to your buyer in which case we are entitled to buy the Caravan from you, for the same price, without charging you any Commission during the five Working Days after our receiving your letter. If we wish to buy the Caravan under this arrangement, we will notify you in writing by first class post. If we buy the Caravan from you in this way, we may only deduct from the purchase price we pay to you sums which are lawfully due to us under this Licence Agreement and any sum needed to settle outstanding finance. We shall send you the payment for the Caravan within five Working Days after sending you notification of our decision to purchase the Caravan.
- 2.5 If we decide not to purchase the Caravan, you agree to allow us to vet your prospective buyer by seeking suitable references and carrying out the enquiries we consider to be appropriate. As such, you agree to inform us of the name and address of your prospective purchaser. If we wish to we may require a meeting with your buyer in person. We will undertake any enquiries under this clause with reasonable diligence and we will notify you of our approval, or, in writing that our approval is to be withheld, as soon as is reasonably practicable. We will only withhold approval of a prospective buyer on reasonable grounds.
- 2.6 The transaction must be conducted through our office and you appoint us your agent for that purpose. We will receive all purchase moneys from your buyer and will promptly pay and account to you for the same, subject to discharging any finance outstanding on the Caravan of which you have notified us in writing and payment to us of the Commission and VAT.
- 2.7 Where we have approved your buyer and the sale has been transacted, we will give him a new agreement for the length of time the Agreement Period is still to run. In other respects, the new agreement will contain no less favourable terms to your buyer than this Licence Agreement.
- 2.8 Before we issue the new agreement to your buyer we will charge you a Commission at the percentage rate (plus VAT) stated in Part 1 of this Licence Agreement of the price paid for the Caravan as explained in clause 2.6 unless we are proven to be in serious breach of our obligations under this Agreement.
- 2.9 Apart from the Commission, we will not make any other charges to you or to the buyer of the Caravan without your or the buyer's express agreement or unless additional rights or services are agreed between the parties.

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

## **7. Giving the Caravan away**

- 1 You have the right to make a gift of the Caravan to a proven Family Member including on your death either by will or as the result of the operation of the law relating to intestacy as long as we approve the Family Member who receives the gift.
- 2 If you give the Caravan to a Family Member or a Family Member inherits the Caravan following your death, the Family Member may apply to us for an agreement to keep the Caravan on the Park, provided that
  - 2.1 the Family Member permits us to seek suitable references and to carry out appropriate enquiries,
  - 2.2 he attends a meeting with us should we require one and
  - 2.3 we are reasonably satisfied that the Family Member will comply with equivalent obligations to your obligations under this Licence Agreement. We will give that Family Member an agreement for the term of the Agreement Period which then remains unexpired, and otherwise containing no less favourable terms to the Family Member as this Licence Agreement is to you, without charge.
- 3 The rights contained in this clause 7 do not affect the right of your personal representatives to sell the Caravan in accordance with the procedure set out in clause 6 above as if "you" in that clause referred to the personal representative(s).
- 3 We will undertake that any enquiries that we may make under this clause are carried out with reasonable diligence and we will notify you of our approval, or, in writing, that our approval is to be withheld, as soon as is reasonably practicable. Our approval will not be unreasonably withheld and to require you to remove the caravan from the park within one month.

## **8. Review of Pitch Fees**

- 1 On the Review Date we are entitled to change the Pitch Fee. We must give you at least one month's notice displayed in the Office before the Review Date of a change in the Pitch Fee.
- 2 We will review the Pitch Fee having regard to the following criteria:
  - 2.1 Any charges which are not within our control such as rates, water charges and other charges paid to third parties, including those caused by a change in the law or rates of taxation.
  - 2.2 Inflation.
  - 2.3 Sums spent by us on the Park and/or its facilities for the benefit of the owners of caravans.
  - 2.4 Changes in our operating costs including those brought about by changes in the law or regulatory change and by taxation.
  - 2.5 Market rates for pitch fees
- 5 Clause 16 below applies in the event of dispute over a proposed increase in the Pitch Fee.
- 6 Where we review our charges so that you pay a separate charge for a service which was previously supplied and paid for through the Pitch Fee, we shall be obliged to reduce the Pitch Fee by an amount equivalent to the cost to us of supplying that service.

## **9. Moving the Caravan**

- 1 Within the Agreement Period, we may wish to move the Caravan to another part of the Park and this clause sets out the basis on which we may do that, for example because we are redeveloping an area of the Park, or installing some facility or are required to comply with a Local Authority Site Licence condition or for access to an area of the Park which cannot reasonably be gained by any other route.
  - 2.1 We are allowed to move the Caravan for the purposes of redevelopment and/ or maintenance of the Park and when this happens we will give you at least 28 days' notice in writing. If the Caravan has to be moved because of some emergency or because of works to be carried out by a third party over whom we have no control such as a water supply company or other utility company, we will give you as much notice as we can.
  - 2.2 We will ensure that any temporary move to an alternative pitch of similar quality will be as short as reasonably practicable for the redevelopment and/or maintenance work.
- 3 We will be responsible for all reasonable costs incurred in moving the Caravan.
- 4 Following the movement of the Caravan, we are entitled to return the Caravan to its original Pitch or to site it permanently on another pitch. If the consequence of the redevelopment or maintenance work is that the original pitch is less pleasant, or if the move is permanent, we must offer an alternative pitch of similar quality to the original pitch as it was before the move.
- 4 Any dispute arising under clause 9.4 above as to the pleasantness of the alternative pitch or the question whether the original Pitch is of similar quality by reason of the development may be referred to the Independent Surveyor under clause 16 of this Licence Agreement. This does not restrict your right to seek dispute resolution through the courts.

## **10. Termination of the Licence Agreement**

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

- 1 By you giving us notice in writing of your wish to end it.
- 2 Because the Agreement Period has come to an end.
- 3 By the sale of the Caravan or by you losing ownership of it.
- 4 By us terminating it because you have broken your obligations under this Licence Agreement.

## **11. When we may terminate the Licence Agreement**

- 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.



2 If you are in breach of any of your obligations under this Licence Agreement which is capable of being remedied (for example such as a failure to comply with the behaviour standards in clause 5 or a failure to repair the Caravan (clause 4.6) or to pay Pitch Fees 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 us, we are entitled to write to you to end the Licence Agreement and to require you to make arrangements with us for the removal of the Caravan from the Park within 28 days

## 12. When you may terminate the Licence Agreement

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

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

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

2 If following termination of the Licence Agreement you fail to arrange the removal of the Caravan through us, we are entitled to remove it ourselves after giving you not less than 14 days' notice in writing of our intention to do so. If 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 removal and disposal of the Caravan.

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

### Months since due Percentage payment date 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 to 9 or after	
31th October each year	No refund

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

4. Where you end the Licence Agreement, we will not repay to you any fees paid to us under this licence.

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

## 14. Park Rules

- 1 It may be necessary or desirable to change the Park Rules from time to time including for reasons of health and safety, the efficient running of the park, environmental issues or regulations imposed upon us, in which case we will notify you in writing to your current address.
- 2 Any changes made after the signing of this Licence Agreement will not affect anything to which you are entitled under this Licence Agreement.

## 15. Hiring out the Caravan

- 1 Part I of this Licence Agreement makes it clear
  - 1.1 whether or not you are allowed to Hire out the Caravan on a voluntary or a compulsory basis
  - 1.2 and whether you must Hire out the Caravan exclusively through our agency.
- 2 If you are required to hire out the Caravan exclusively through our agency, this means we can hire out the Caravan for you. If Hiring out is permitted, whether compulsorily or voluntarily, it will take place on the basis of a separate agreement between us.

## 16. Disputes

- 1 In the event of a dispute that cannot be resolved between you and us, this Licence Agreement provides for disputes to be resolved by the following means:
  - 1.1 We may agree between us to refer any dispute to an arbitrator (or in Scotland an arbiter) as an alternative to going to court but if you prefer to go to court this Licence Agreement does not in any way inhibit you from doing so.
  - 1.2 We may refer questions arising under clause 9 or clause 13.2 to an Independent Surveyor

## 17. Communications

- 1 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.

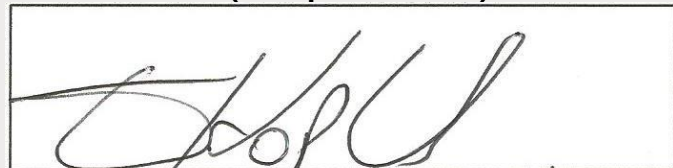
## 18. Statutory Rights

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

### SIGNATURES:

Only sign this legally binding agreement if you have read it and fully understand its terms and conditions. Please discuss with us any terms you do not understand or do not wish to agree to, before signing.

#### PARK OWNER (or representative):

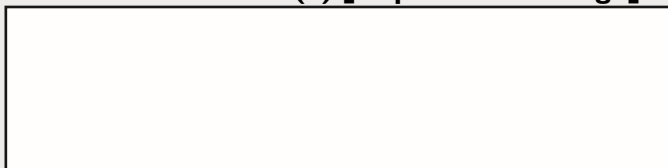


(signature)

Mr, I Hopkins

(Name)

#### CARAVAN OWNER(S) [all parties must sign]:

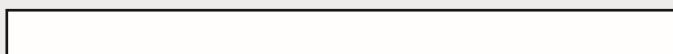


(Signature/s)

H4 H4 H4 H4

(Name/s )

#### DATE OF AGREEMENT:



(dd/mm/yyyy)

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

## 19. ***Kennford International Park Rules***

### Introduction

These park rules are in place for the good management of **Kennford International 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 or hiring 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.

### 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.

### Security

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

### Visitors to the Caravan

- Only people lawfully staying with your permission have permission to enter the park.
- It is your responsibility to ensure that your visitors and all occupiers of your Caravan adhere to the park rules.

### 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.

### Your pitch

- You are responsible for the cleanliness of the Caravan pitch.
- You are responsible for keeping the area around the Caravan clean and tidy.

### End of season

- It is your responsibility to drain down and prepare the Caravan for the closed season.
- You must ensure all gas, electricity and water connections are switched off throughout the closed season.
- During the closed season we recommend that the curtains of your Caravan are drawn back and all items of value removed.

## 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.

## 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.

## Tents

- You must not erect any tent on the park.

## Enclosure of pitches

- We do not permit the erection of fences or any means of enclosure of a caravan pitch unless pre-arranged with the park.

## 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.

## Digging

- You must not dig any hole at the park.

## 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.

## Refuse

- You must not deposit refuse outside your Caravan. You should use the refuse bins provided.
- Recycling points are available on the park and you should use these facilities where appropriate.

## Vehicles, driving and parking

### Vehicles

- You must insure all vehicles you use on the park as for use on the public road.
- You must insure all accessories and items towed by vehicles (such as towed boats and jet skis) as for use on the public road.
- 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:

- major vehicle repairs such as dismantling of part(s) of the engine or works which involve the removal of oil or other fuels.
- Motor vehicle repairs must not be carried out at the park, but a recognised breakdown service may attend in the event of a breakdown.
- Quad bikes, trials bikes and powered scooters are permitted on the park.
- You must not wash cars with a hosepipe.

### Driving

- We permit cars onto the park for the purposes of access to the Caravan only. Accordingly, save to the extent that you may need to do so because of a disability, you must not drive cars around the park for other purposes such as visiting other locations on the park. We may ask for reasonable evidence of any disability relevant to this rule.
- Driving on the park is restricted to the park roads.
- You must drive all vehicles on the park carefully and within the displayed speed limit.
- You must hold a full current driving licence to drive any vehicle on the park.
- You are not permitted to give anyone driving lessons at the park and we do not permit learner drivers to drive on the park.

### Parking

- You must not park anywhere except in the permitted parking spaces.
- You must not park anywhere except in the H4 parking space allocated to your Caravan.
- You may park not more than [1] car at the Caravan and a maximum of [2] cars on the park.
- You must not park on the grass or roadsides.
- Other than for delivering goods and services, you must not park or allow parking of commercial vehicles of any sort on the park, including:  
light commercial or light goods vehicles as described in the vehicle taxation legislation and vehicles intended for domestic use but derived from or adapted from such a commercial vehicle.

### Behaviour

- You should respect the privacy of other Caravan owners and keep noise to a minimum between the hours of 10am and 10pm with absolute quiet between 10pm and 10am
- You must keep away from any vacant pitches.
- You must finish any barbecues or parties outside by 9pm
- You must finish any party inside by 11pm
- You may only consume alcoholic drinks within the boundaries of your pitch or on the park's licensed premises.
- You must not use fire hoses for any improper purpose including such as washing cars or boats.
- You must not use a drone, powered model aircraft or any other powered flying object on the park.
- You must not use any Chinese lanterns, fireworks or similar.
- You may not ride bicycles, scooters (or similar) so as to cause a nuisance or undue noise.

### Pets

- Dogs and cats are permitted.
- You must keep any dog on a lead at all times on the park.
- You must clean up if your animal defecates on the park.
- Your Licence Agreement contains undertakings not to cause any nuisance, undue noise or disturbance. These extend to the behaviour of pets and animals.
- Nothing in these park rules prevents you from bringing an assistance dog to the park if this is required to support your disability *and* Assistance Dogs UK or any successor body has issued you with an Identification Book or other appropriate evidence.

## Recreation

- You may only play ball and other games within the confines of your pitch.
- You may not fly kites on the park.
- You may not use drones, powered model aircraft or any other powered flying objects on the park.

## Toilet Block

- You may not use the toilets and shower located in this building.

## Mail

- You may not use the park address for postal deliveries.

## 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.

## Guidance

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

- Clause 4.5 of the Licence Agreement requires you to insure the Caravan and its contents. Please remember that you must keep this insurance in place during the closed season as well.
- Clause 4.7 of the Licence Agreement requires you to comply with the Site Licence. A copy of the current site licence is always available at the Office/Reception. Please note that the Site Licence may be updated from time to time.
- Clause 4.8 of the Licence Agreement says that you need our permission for any building works. Please note the following:
  - If you wish to add any external structure to the Caravan such as a fence, veranda or balcony we ask that you send us plans of what is proposed. If we give our permission, it will remain your responsibility to ensure that the work would not breach any term of the site licence and that your unit will still be a caravan in the eyes of the law and in particular be physically capable of being moved by road from one place to another (whether by being towed, or by being transported on a motor vehicle or trailer). Planning permission may be needed and we may attach reasonable conditions such as requiring an inspection at intervals during the course of construction. We will not withhold consent unreasonably.
  - Slabs and paving count as building works and so require our prior written permission.
  - Satellite dishes count as TV aerials and are a potential nuisance to your neighbours. They also require our prior written permission. If we grant permission, we will expect installation on your Caravan rather than on the ground.
- Clause 4.9 of the Licence Agreement requires you to give us written notice of any work to be carried out by external contractors.
- Clause 5 of the Licence Agreement sets out our Behaviour Standards and they are important. You are responsible for your behaviour and that of your family, visitors and contractors whilst on the park. We recommend that you supervise your children at all times.



**Please sign and return this page only**

**14. Park Rules**

- 1 It may be necessary or desirable to change the Park Rules from time to time including for reasons of health and safety, the efficient running of the park, environmental issues or regulations imposed upon us, in which case we will notify you in writing to your current address.
- 2 Any changes made after the signing of this Licence Agreement will not affect anything to which you are entitled under this Licence Agreement.

**15. Hiring out the Caravan**

- 1 Part I of this Licence Agreement makes it clear
  - 1.1 whether or not you are allowed to Hire out the Caravan on a voluntary or a compulsory basis
  - 1.2 and whether you must Hire out the Caravan exclusively through our agency.
- 2 If you are required to hire out the Caravan exclusively through our agency, this means we can hire out the Caravan for you. If Hiring out is permitted, whether compulsorily or voluntarily, it will take place on the basis of a separate agreement between us.

**16. Disputes**

- 1 In the event of a dispute that cannot be resolved between you and us, this Licence Agreement provides for disputes to be resolved by the following means:
  - 1.3 We may agree between us to refer any dispute to an arbitrator (or in Scotland an arbiter) as an alternative to going to court but if you prefer to go to court this Licence Agreement does not in any way inhibit you from doing so.
  - 1.4 We may refer questions arising under clause 9 or clause 13.2 to an Independent Surveyor

**17. Communications**

- 1 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.

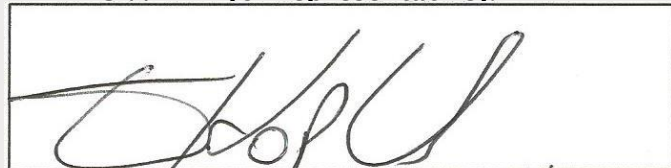
**18. Statutory Rights**

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

**SIGNATURES:**

Only sign this legally binding agreement if you have read it and fully understand its terms and conditions. Please discuss with us any terms you do not understand or do not wish to agree to, before signing.

**PARK OWNER (or representative):**

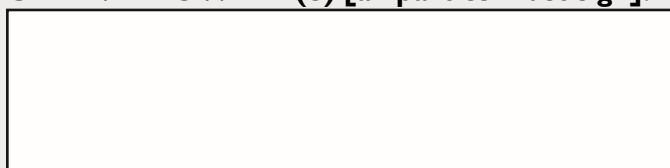


(signature)

Mr I Hopkins

(Name)

**CARAVAN OWNER(S) [all parties must sign]:**

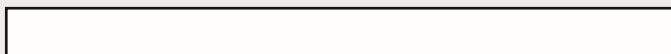


(Signature/s)

H4 H4 H4 H4

(Name/s )

**DATE OF AGREEMENT:**



(dd/mm/yyyy)

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