



HOLIDAY LICENCE AGREEMENT

St Hermans Estate Co Limited

Lower Tye Farm • Copse Lane • Hayling Island • PO11 0RQ

Tel 023 9246 4276 / 023 9246 7843 **Web** www.sthermans.co.uk **Email** info@sthermans.co.uk

Part I: Particulars

PITCH DETAILS

Pitch _____ Caravan Park Ref _____

NAMES & ADDRESSES OF PARTIES

Party **Park Owner**

Caravan Owner(s)

Name St Hermans Estate Co Limited

Address Lower Tye Farm Copse Lane Hayling Island PO11 0RQ

Phone 023 9246 4276

Home _____

023 9246 7843

Mobile _____

Other _____

Email info@sthermans.co.uk

Email _____

CARAVAN DETAILS

Year _____ Make _____ Model _____ Dim (ft) ___x___ Bedrooms ___ Sleeps ___ Serial No _____ Key 1 _____ Key 2 _____

LICENCE DETAILS

Date Of First Purchase _____ Licence Period Twenty years from Date Of First Purchase Licence Expires _____

Age Limit Fifteen years from Date Of First Purchase Hiring Hiring is not permitted under any circumstances

Season The Caravan may be occupied from 1 March to 31 October each year unless otherwise indicated

INSURANCE DETAILS

Insurer _____ Sums Insured: Structure £ _____ Contents £ _____ Renewal Date _____

CHARGES

Pitch Fees £ _____ per annum (including VAT, rates, water, sewerage & winter storage); reviewed and payable on 1 January each year

SERVICES (PROVIDED FOR A CHARGE)

Water Mains water is connected to the Caravan; the charge is included in the Pitch Fee

Sewerage Mains sewerage is connected to the Caravan; the charge is included in the Pitch Fee

Electricity Mains electricity is supplied to the Caravan and is invoiced on 1 July and 1 November each year

This is a legally binding agreement which you should only sign 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.

Signatures

For And On Behalf Of The Park Owner

Caravan Owner(s)

Date Of Agreement _____

Part II: Terms & Conditions of the Agreement

CLAUSE 1: DEFINITION & INTERPRETATION OF EXPRESSIONS USED IN THIS AGREEMENT

'Park Owner / we / our / us'

St Hermans Estate Co Limited.

'Caravan Owner / you / your'

The Caravan Owner(s) described in Part I.

'Caravan'

The Caravan Holiday Home described in Part I.

'Licence Period'

The period shown as the Licence Period in Part I.

'Hire / Hiring'

The act of obtaining payment (whether in cash or in kind) for the use of the Caravan by any other person.

'Season'

The period during which the Caravan may be occupied, as shown in Part I, or such other period as may be prescribed by the Site Licence.

'Services'

The services and facilities listed in Part I that we provide for you.

'Family Member'

Your spouse, parent, grandparent, child, grandchild, brother or sister, and the spouse of any of those persons (treating the stepchild of any person as his child).

'Park Rules'

The rules of conduct and practice issued by us from time to time and applicable to the occupation and use of the Caravan and other facilities at the Park. A copy of the Park Rules in force at the date of this Agreement is attached.

'Site Licence'

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 and any other relevant statutory provisions or subsidiary legislation.

'Review Date'

The day set out in Part I on which the Pitch Fee is reviewed under Clause 7.

'Independent Surveyor'

The surveyor appointed under Clause 14 for the purpose of determining any dispute under Clauses 8 and 9 of this Agreement.

'Fair Market Value'

The price (taking into account current market conditions) which a buyer of the Caravan would reasonably expect to pay, and which the seller of the Caravan would reasonably expect to accept, for the Caravan located for sale on the Park complete with this Licence Agreement. This price will be calculated without regard to any commission that we would be entitled to charge under Clause 9 to the buyer of the Caravan.

If there is more than one person identified in Part I as the Caravan Owner, we may enforce the obligations of those persons under this Agreement against any one or more of them as we see fit.

CLAUSE 2: GENERAL

- a We agree that any letters or communications between us will be sent to the address appearing in Part I unless we have told you or you have told us of another address within the United Kingdom to be used instead.
- b This Agreement commences on the date the Agreement is signed on behalf of the Park Owner.

CLAUSE 3: PERMISSION TO STATION THE CARAVAN

- a As long as you comply with this Agreement we permit you to station the Caravan on a pitch at the Park and to occupy it each Season during the Licence Period.
- b This permission is personal to you and may not be assigned or transferred to any other person. The permission will end when you sell or transfer the Caravan to anyone else including a Family Member.
- c This Agreement only applies to the Caravan described in Part I and does not permit the stationing of any alternative or replacement caravan

CLAUSE 4: OUR OBLIGATIONS

We undertake with you as follows:

- a To be bound by the Age Limit set out in Part I in relation to caravans that we sell on the Park.
- b To move the Caravan from the Park or the Pitch only in accordance with the provisions of Clauses 8, 11 and 13.
- c To comply with our obligations if you terminate this Agreement under Clause 12.
- d To provide 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.
- e To sell you electricity at a rate of charge prescribed by the Office of the Electricity Regulator (OFFER).
- f To insure the Park against usual third party risks to a minimum of £2m per claim.

CLAUSE 5: YOUR OBLIGATIONS

You agree with us as follows:

- a To comply with the terms and conditions of this Licence Agreement and the Park Rules.
- b Not to unreasonably withhold agreement to any changes to this Licence Agreement necessitated by changes to the Park or the management or administration of the Park.
- c Not to do or omit to do anything which might put us in breach of any condition of the Site Licence and to comply with all statutory requirements in relation to the Caravan and its installations and furnishings. The conditions of the Site Licence are on display at the Park and at our Head Office. You should familiarise yourself with the obligations placed on you and bear in mind that the conditions can be changed and are subject to review from time to time.
- d To insure the Caravan to its full value against all usual risks including fire and storm damage and against third party liability in such reasonable sum as we may notify to you from time to time (being not less than £2m). You must provide us with up to date details of the insurances on request.
- e To pay the Pitch Fee and other charges due to us promptly on the days set out in Part I.
- f To pay interest at 4% over base rate from time to time of a London clearing bank nominated by us on any sums overdue to us.
- g To maintain the Caravan in a good state of repair and condition in a habitable state and to comply with all servicing and usage recommendations of the manufacturer of the Caravan.
- h Not without our prior written consent to carry out any building works at the Park, erect any extension to the Caravan, erect any shed, patio, path, hut, fence, structure, TV aerial or clothesline, or connect any services or utilities to the Caravan.
- i To permit us to remove the Caravan from a pitch in accordance with the rights we have under this Agreement.
- j To permit us to conduct any siting or removal work (even after termination of the Agreement) in respect of the Caravan ourselves or through our contractors in order that we can maintain standards on the Park and if such work is not at our instigation to pay the costs involved.
- k To use the Caravan only as holiday accommodation during the Season and not as your only or main residence. Although you may visit the park outside of the Season for maintenance purposes over-night stays during this period are strictly forbidden.
- l Not to Hire the Caravan to anyone.
- m To comply with the provisions of Clause 9 when selling the Caravan.

CLAUSE 6: BEHAVIOUR STANDARDS

By entering into this Agreement you undertake for yourself and people who occupy the Caravan as your guests (including children) to adopt the following standards of behaviour:

- a To act in a courteous and considerate manner towards us and other customers of ours.
- b To supervise children properly so that they are not a nuisance or danger to themselves or others.
- c You further agree that you will not:
 - Commit any criminal offence at the Park or use the Caravan for the furtherance of any criminal activity.
 - Commit any acts of vandalism or nuisance.
 - Keep or carry any firearm or any other weapon at the Park.
 - Use any unlawful drugs.
 - Create any noise or disturbance.
 - Carry on any trade or business at the Park.

You accept that any breach of these behaviour standards may bring about the termination of your Licence.

CLAUSE 7: REVIEW OF PITCH FEES

- a We are entitled to review the Pitch Fee on the Review Date set out in Part I. We will give you a minimum of six weeks notice in writing before the Review Date of an increase in the Pitch Fee.
- b We will provide you with a written explanation of the reasons for any proposed increase in the Pitch Fee.
- c If more than 50% of caravan owners affected by a proposed increase object to us in writing the parties will together take steps to have the reviewed fee determined by an independent arbitrator. The arbitrator shall be a surveyor appointed by agreement between the parties or failing agreement on the application of either party to the President for the time being of the Royal Institute of Chartered Surveyors. The arbitration will relate solely to the review of the annual Pitch Fee which will be payable with effect from the Review Date.
- d The Pitch Fee will be reviewed (by us or the arbitrator) having regard to the following criteria:
 - Charges that we pass on which are not within our control such as rates, water and sewerage and other charges paid to third parties.
 - Sums that we spend on the Park and / or its facilities.
 - Changes in the cost of salaries and wages that we have to pay our staff.
 - Any changes in the cost of living as shown by the General Index of Retail Prices or another index having a similar purpose.
 - Changes in the length of the Season.
 - Any other relevant factor.

CLAUSE 8: MOVING THE CARAVAN

We may wish to move the Caravan to another part of the Park within the Licence Period. This clause sets out the basis on which we may do so.

- a We may remove the Caravan for the purposes of redevelopment and / or maintenance of the Park and when this happens we will give you at least three months notice in writing. If the Caravan has to be moved because of some emergency or matters outside of our control such as work carried out by a third party (for example a utility company) we will give you as much notice as we can.
- b We will be responsible for all reasonable costs incurred in moving the Caravan.

CLAUSE 9: SELLING THE CARAVAN

Provided that the age of the Caravan does not exceed the Age Limit which appears in Part I you may sell it in accordance with the provisions of this clause. If the age of the Caravan exceeds the age limit you may only sell it for removal from the Park.

- a You must inform us in writing if you are putting the Caravan on the market for sale while it remains on the Park and confirm to us in writing every two months thereafter that it remains for sale.
- b You agree to tell us in writing whether the Caravan is subject to finance and if it is give us the name of the finance company and the reference number of the agreement.
- c You have the unrestricted right to remove the Caravan from the Park on reasonable notice to us and as long as you comply with Clause 5j.
- d You agree to follow the procedure set out below:
 - i To inform us in writing of the agreed price if you intend to sell the Caravan to a third party (other than a Family Member). We are entitled within two working days of receiving your letter to buy the Caravan from you for the same price without charging you any commission but subject to deducting any sums due to us under the terms of this Agreement and any sums required to settle any outstanding finance.
 - ii To allow us to approve your prospective buyer by obtaining references and carrying out any enquiries that we consider appropriate including a meeting with your buyer in person.
 - iii To conduct the sale of the Caravan through our office and appoint us your agent for that purpose. We will receive all purchase moneys from your buyer and will promptly account to you for the same subject to discharging any finance outstanding on the Caravan of which you have notified us in writing.
 - iv We can advise you on the price you may obtain for the Caravan and we will tell you the percentage commission rate that we would charge your buyer if and when we enter into a new agreement with him. It is essential that you pass this information on to your buyer.

- c Following completion of the redevelopment and / or maintenance work we are entitled to return the Caravan to its original pitch or to site it permanently on a different pitch. If the original pitch is less pleasant because of the redevelopment or if the move is permanent we must offer an alternative pitch. We will take into account the loss of a view and proximity to vehicular traffic when deciding whether the original pitch is less pleasant as the result of redevelopment.
- d Any dispute as to the pleasantness of the alternative pitch or the question of whether the original pitch is less pleasant because of the redevelopment may be referred to the Independent Surveyor under Clause 14 of this Agreement.

- e To assist you in the process of selling the Caravan:
 - i We will not unreasonably withhold approval of the prospective buyer.
 - ii Where we have approved your buyer we will enter into a new Licence Agreement with him for the amount of the Licence Period that remains outstanding at the purchase completion date. In other respects the new Licence Agreement will contain terms at least as beneficial to your buyer as this Agreement.
- f If the buyer is not a Family Member we will charge him a commission of not exceeding 15% of the Fair Market Value of the Caravan (plus Value Added Tax or any similar tax if appropriate) before we issue the new Licence Agreement to him.
- g If the buyer is a Family Member we will charge him a commission of not exceeding 15% of the price paid by the buyer for the Caravan (plus Value Added Tax or any similar tax if appropriate) before we issue the new Licence Agreement to him. We will require official documentary proof confirming his relationship with you before the sale is approved.
- h Apart from commission we will not make any other charges to you or to the buyer of the Caravan without the express agreement of the paying party or unless additional rights or services are agreed between the parties.
- i In the event of any dispute as to what the Fair Market Value should be the question may be referred to the Independent Surveyor for determination under Clause 14 of this Agreement. This will not affect your statutory and legal rights.

CLAUSE 10: TERMINATION OF THE LICENCE

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

- If you sell the Caravan or lose title to it.
- If we take steps to terminate it because you have broken your obligations under this Agreement.
- If you give us written notice of your wish to end it.
- If the Licence Period has expired

CLAUSE 11: WHEN WE MAY TERMINATE THE LICENCE AGREEMENT

If you are in breach of your obligations under this Agreement we may terminate the Licence Agreement as follows:

- a If the breach is not capable of being remedied we may give you written notice of termination of this Licence Agreement and will take into account the nature of the breach when deciding what period of notice is reasonable.

- b If the breach is capable of being remedied (for example failure to maintain the Caravan or pay pitch fees promptly) we may give you written notice specifying the breach and the time within which it must be rectified. If you do not comply with that notice we are entitled to write to you to end the Licence Agreement and to require you to remove the Caravan from the Park within one month.

CLAUSE 12: WHEN YOU MAY TERMINATE THE LICENCE AGREEMENT

You are entitled to end this Agreement by giving us not less than two months written notice. If however we have broken our obligations to you under this Agreement you may give us a lesser period of notice but should still give us as much notice as possible.

CLAUSE 13: THE CONSEQUENCES OF TERMINATION OF THE LICENCE AGREEMENT

- a You will remove the Caravan and all other property belonging to you from the Park within one month after termination of this Agreement however that comes about with all de-siting work to be carried out by us. If you fail to remove the Caravan we are entitled to remove it ourselves.
- b We are entitled to make a reasonable charge for de-siting the Caravan and any associated works based upon the time spent and costs incurred by us in this process.
- c Where we terminate the Licence Agreement we will refund any pitch fees or other charges which you have paid us for any period after the removal of the Caravan.

- d Where you terminate the Licence Agreement we will refund any pitch fees and other charges which you have paid us for any period after the Licence Agreement has ended less any sums properly due to us.
- e We retain the right to hold the Caravan and the power of sale over the Caravan for any sums due to us on termination. We will be entitled to deduct from sums due to you any sums due to us or any finance company and the costs of sale and storage.

CLAUSE 14: DISPUTES

The Agreement provides for disputes to be resolved by the following means:

- a We may refer any dispute to an arbitrator as an alternative to going to Court.

- b Any dispute relating to the amount of the Pitch Fee has to be referred to an arbitrator because the Court does not have power to fix the pitch fee.
- c We may refer questions arising under Clauses 8 and 9 to an Independent Surveyor.

CLAUSE 15: THE PARK RULES

- a It may be necessary or desirable to change the Park Rules from time to time. We may change the Park Rules at any time by giving written notice to you.

- b Any changes made after the signing of this Agreement will not affect anything to which you are entitled under this Agreement.