



Lindale Holiday Park  
Newton-Le-Willows  
Bedale  
North Yorkshire  
DL8 1TA

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**License Agreement**  
**For a**  
**Holiday Caravan Pitch**  
**On**  
**Lindale Holiday Park**  
**DL8 1TA**



**British Holiday  
& Home Parks  
Association**



**National Caravan  
Council Limited**

# Licence Agreement for a Holiday Caravan Pitch

## Introduction & Summary of the Agreement

1. This agreement permits you to station a caravan on a park and to occupy it for holiday and recreational purposes. It complies with the Code of Practice for Selling and Siting Holiday Caravans issued by the British Holiday & Home Parks Association and the National Caravan Council and is the Licence Agreement referred to in that Code.
2. You will already have been supplied with a copy of the Code. A copy of the Code is available for inspection at the office of the Park Owner or may be obtained from the British Holiday & Home Parks Association at Chichester House, 6 Pullman Court, Great Western Road, Gloucester, GL1 3ND or The National Caravan Council at Catherine House, Victoria Road, Aldershot, GU11 1SS.
3. Part I contains the particulars of the caravan, the length of time you may station it, the season during which you can use it and other information such as the amount of the pitch fee payable to the Park Owner.
4. Stationing a caravan is a long-term commitment and you will have to comply with the terms and conditions contained in Part II.
5. Part II clause 1 sets out in detail the meaning of expressions used in the Agreement. Clause 2 gives you permission to station the Caravan. Clause 3 contains the obligations you are taking on. Clause 4 sets out standards of behaviour which are expected of you and members of your party using the Caravan.
6. Clause 5 sets out the obligations undertaken by the owner of the Park.
7. Clause 6 contains the procedure should you decide you want to sell the Caravan. Under clause 6 b all sales on the Park have to be dealt with through the office of the Park Owner who is entitled to meet and approve the buyer of the Caravan. The clause also provides for the buyer of the Caravan to pay the owner of the Park a commission.
8. Clause 7 sets out the basis on which the pitch fee may be reviewed.
9. The Caravan may be moved from its pitch to allow redevelopment and/or maintenance and this is dealt with in clause 8.
10. The situations in which the Agreement can be brought to an end are described in clause 9. Clause 10 sets out the circumstances in which the Park Owner is able to bring the Agreement to an end and clause 11 allows you to bring the agreement to an end by notice in writing.

11. Clause 12 sets out what has to happen when the agreement is terminated.
12. If the Park Owner is in breach of his obligations under the Agreement he may be liable to pay compensation to you and/or to permit you to move the Caravan away on less notice than is usually required.
13. In addition to the obligations set out in the Agreement there will be Park Rules, which will be individual to each park, and these may have to be changed from time to time as permitted by clause 13.
14. If a dispute arises clause 14 allows for this to be resolved by arbitration as an alternative to going to Court. Certain disputes have to be referred to an independent surveyor for determination by him.

## **Licence Agreement**

### **Part I Particulars**

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.

Date of Agreement:

Names and addresses of parties:

Park Owner: Harold Trevor and Caroline Bradley t/a Lindale Holiday Park Limited

Caravan Owner:

Name of Park: Lindale Holiday Park, Newton-Le-Willows, Bedale, North Yorkshire, DL8 1TA

Description of Caravan:

Date of First Purchase:

Category of Caravan: Static Holiday Caravan

Licence Period: 12 years

Annual pitch fee (inclusive V.A.T): £XXXX pa payable by 1<sup>st</sup> March each year

Review Date: 1<sup>st</sup> March in each year of the Licence Period

Other charges: water, gas, and electricity as metered

Season: (The period when the Caravan may be occupied) 1<sup>st</sup> March through to 1<sup>st</sup> March each year of license

Hiring is not permitted

Services provided without separate additional charge: General maintenance of grounds and environment.

Services provided for a charge: Winter preparation of caravan, cleaning of exterior of caravan.

You are required to insure your caravan as defined in Part 2 Section 3 point d.

Winter storage is not charged for separately

The age limit on a caravan is 12 years from new.

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.

**SIGNATURES:**

For Park Owner:

Caravan Owner:

## **Part II Terms and Conditions of the Licence Agreement**

### **1. Meaning of Expressions used in this Agreement and Interpretation:**

Where there is more than one person described as a party to this Agreement in Part I we may enforce the obligations of those persons under this Agreement against any one or more of them as we see fit.

Terms & Conditions of the Licence Agreement

"Caravan" means the Caravan Holiday Home described in Part I.

"we/our/us" means the Park Owner described in Part I.

"you/your" means the Caravan Owner described in Part I.

"Caravan Owner" means the person(s) whose name and address appears in Part I.

"Fair Market Value" means 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 shall be calculated without regard to any commission which we would be entitled to charge under clause 6 of Part II to the buyer of the Caravan.

"Family Member" means your spouse, 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.

"Hire/Hiring" means the act of obtaining for payment whether in cash or kind the use of the Caravan by persons (except Family Members) other than you. If Hiring is compulsory this will be clear from Part I of this Licence Agreement. When Hiring is stated to be compulsory it means we can Hire the Caravan for you. Whether Hiring is compulsory or permitted it will take place on the basis of a separate agreement between us.

"Independent Surveyor" means the surveyor appointed under clause 14 for the purpose of determining any dispute under clauses 6 and 8 of this Agreement.

"Licence Period" means the period shown as the Licence Period in Part I.

"Park Owner" means the person(s) whose name and address appears in Part I.

"Park Rules" means 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.

"Review Date" means the day set out in Part I on which the Pitch Fee is reviewed under clause 7.

"Season" means 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.

"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.

"Services" means the services and facilities which we have to provide for you and which are listed in Part I.

## **2 Permission to station the Caravan**

- a. As long as you comply with this Agreement we permit you throughout the Licence Period to station the Caravan on a pitch at the Park and to occupy it each Season during the Licence Period. The Licence Period shall be reduced by one year in respect of each year of the Licence Period in which Hiring takes place.
- b. This permission is personal to you and may not be assigned or transferred to any other person. The permission comes to an end when you sell or transfer the caravan to anyone else including a Family Member.
- c. Furthermore this Agreement does not permit the stationing of any alternative or replacement caravan.

### **3 Your Obligations**

You agree with us as follows:

- a. To comply with the terms of this Licence Agreement and the Park Rules.
- b. To pay the Pitch Fee and other charges due to us promptly on the days set out in Part I.
- c. 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 (in Northern Ireland, a Northern Irish Bank nominated by us).
- 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 (not being less than £2m) and to provide us with up to date details of the insurances on request. To insure through our agency if this is a requirement of Part I.
- e. To keep 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.
- f. To use the Caravan only as holiday accommodation and not as your only or main residence.
- g. 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 displayed on the Park and you should familiarise yourself with the obligations placed on you by the Site Licence and bear in mind that the conditions can be changed and are subject to review from time to time.
- h. Not to carry out any building works at the Park or to erect any extension to the Caravan or without permission in writing of the Park owner to erect any hut, fence, structure TV aerial or clothes line or to 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.
- k. To comply with any requirement contained in Part I as to Hiring the Caravan.
- l. To comply with the provisions of clause 6 below when selling the Caravan.

#### **4 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.

And you accept that any breach of these behaviour standards may bring about the termination of your Licence. Termination by us is dealt with by clause 10.

#### **5 Our Obligations**

We undertake with you as follows:

- a. We will provide the 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.
- b. We will move the Caravan from the Park or the Pitch only in accordance with the provisions of clauses 8 and 10.
- c. We will comply with our obligations if you terminate this Agreement under clause 11.
- d. We will insure the Park against usual third party risks to a minimum of £2m per claim.

e. We will sell you electricity at a rate of charge prescribed by the Office of the Electricity Regulator (OFFER) and will sell piped gas at a price recommended as the retail price from time to time by the gas supplier (plus a reasonable delivery charge).

f. If an age limit appears in Part I of this Agreement we shall be bound by such an age limit in relation to caravans of that category which we sell on the Park.

## **6 Selling the Caravan**

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

a. 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 confirm to us in writing every two months thereafter that it remains for sale. You agree to tell us in writing whether the Caravan is subject to finance and if it is give us the name of the company and the reference number of the Agreement.

b. You agree to follow the procedure set out below:

(i) To conduct the sale transaction 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.

(ii) To allow us to approve your prospective buyer by seeking suitable references and carrying out the enquiries we consider to be appropriate. If we wish to we may require a meeting with your buyer in person.

(iii) We can advise you on the price you may obtain for the caravan and we will tell you the percentage rate of commission we would charge your buyer when we enter into a new agreement with him. It is essential you pass this information on to your buyer.

(iv) You agree to write to us telling us the agreed price if you intend to sell the Caravan to a third party (but not in the case of a Family Member) and 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. If we buy the Caravan from you in this way we may only deduct from the purchase price we pay you sums which are lawfully due to us under this Agreement and any sum needed to settle outstanding finance.

c. To assist you in the process of selling the Caravan:

(i) We will only withhold approval of a prospective buyer on reasonable grounds.

(ii) Where we have approved your buyer we will give him a new Licence Agreement for the amount of the Licence Period which then remains unexpired. In other respects the new Licence Agreement will contain terms at least as beneficial to your buyer as this Agreement.

d. Before we issue the new Licence Agreement to your buyer 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) unless your buyer is a Family Member. In the case of a Family Member your buyer shall pay us commission not exceeding 15% of the price actually paid on resale (plus VAT if appropriate).

e. 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.

f. Without affecting your statutory and legal rights, in the event of any dispute as to what the Fair Market Value may be the question may be referred to the Independent Surveyor for determination under clause 14 of this Agreement.

g. 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 3 j above.

## **7 Review of Pitch Fees**

a. On the Review Date we are entitled to review the Pitch Fee. We must give you at least three months notice in writing before the Review Date of an increase in the Pitch Fee.

b. We will give you a written explanation of the reasons for any increase which is proposed.

c. If not less than 51% of the owners of caravans affected by a proposed increase object to us in writing the parties will together take steps to have the reviewed fee determined by a special arbitration scheme relating only to the review of the annual Pitch Fee. Otherwise the proposed reviewed Pitch Fee will become payable with effect from the Review Date.

d. The Pitch Fee will be reviewed (by us or the arbitrator/arbitrator) having regard to the following criteria:

- We are entitled to pass on to you as appropriate any charges which are not within our control such as rates, water charges and other charges paid to third parties.
- Any changes in the cost of living as shown by the General Index of Retail Prices or another index having a similar purpose.
- Sums spent by us on the Park and/or its facilities.
- Changes in the cost of salaries and wages which we have to pay our staff.
- Changes in the length of the Season.
- Any other relevant factor.

## **8 Moving the Caravan**

Within the Licence 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.

a. We are allowed to 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 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.

- b. We will be responsible for all reasonable costs incurred in moving the Caravan.
- c. Following redevelopment 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 is that the original pitch is less pleasant or if the move is permanent we must offer an alternative satisfactory pitch. Among the features to be taken into account in deciding whether the original pitch is less pleasant as the result of redevelopment will be the loss of a view and proximity to vehicular traffic.
- d. Any dispute arising under sub clause c above as to the pleasantness of the alternative pitch or the question whether the original pitch is less pleasant by reason of the development may be referred to the Independent Surveyor under clause 14 of this Agreement.
- e. We are entitled to move the caravan at any time in the event of an emergency but will wherever possible give at least seven days' notice for any move occurring during the Season.

## **9 Termination of the Licence**

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

- By you giving us notice in writing of your wish to end it.
- Because the Licence Period has passed.
- By the sale of the Caravan or by you losing title to it.
- By us taking steps to terminate it because you have broken your obligations under this Agreement.

## **10 When we may terminate the Licence Agreement**

- a. If you are in serious breach of your obligations under this Agreement and the breach is not capable of being remedied 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.
- b. If you are in breach of any of your obligations which is capable of being remedied (for example such as a failure to repair the Caravan or to pay pitch fees promptly) we may write giving you notice specifying the breach and asking you to remedy the breach within a reasonable time. 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.

## **11 When you may terminate the Licence Agreement**

You are entitled to bring this 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 Agreement you may give us a lesser period of notice but should still give us as much notice as possible.

## **12 The consequences of termination of the Licence Agreement**

a. You will remove the Caravan and all other property of yours from the Park within one month after termination of this Agreement however that comes about. In accordance with clause 3 j above we are to arrange for all de-siting work or to carry this out ourselves. If you fail to remove the caravan under this clause 12 a we are entitled to remove it ourselves.

b. We are entitled to make a reasonable charge for disconnecting the Caravan from services and preparing it for transport away from the Park. This charge will be based upon the time spent and costs incurred by us in this process.

c. Where we end the Licence Agreement under the provisions in this clause we will repay to you in full any pitch fees and other charges which you have paid us for any period after the removal of the Caravan.

d. Where you have terminated the Licence Agreement so that it comes to an end before the end of June we will repay to you on the scale set out below any pitch fees and other charges which you have paid us for a period after the Licence Agreement has ended, less any sums properly due to us.

Where the Licence Agreement ends before the end of March repay 80%

Where the Licence Agreement ends before the end of June repay 40%

Where the Licence Agreement ends after the end of June no repayment

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 which exceed £200 and 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 (This sub-clause shall not apply to Licence Agreements made in Scotland).

## **13 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.

## **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 clause 6f and clause 8 to an independent surveyor.

## **15 General**

- a. 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 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.
- c. We shall be entitled to make changes to the Park and/or the way it is managed. Where such changes require this Agreement to be amended you agree not to withhold your approval to amendments except on reasonable grounds.