

The Foxhunter Park

ANNUAL LICENCE AGREEMENT FOR HOLIDAY CARAVAN PITCH

1. This License Agreement permits you to station a caravan in a park and to occupy it for holiday and recreational purposes.
2. If anything is not clear to you at any stage of your dealings with us, please clarify it with us or take advice as necessary before you commit yourself to any transaction.
3. You ought to research, before buying, matters as to the likely usage of the caravan, the running costs of the caravan and to consider annual charges such as pitch fees and rates and annual running costs, such as gas, electricity, water, insurance etc. You ought to consider whether you want a new or pre-owned holiday home and consider the suitability of not only the holiday home you are purchasing, but also as well as the park. It is your responsibility to ensure that both meet your expectations, in other words suit your requirements and budget.
4. This License Agreement is a legally binding document. Before signing this document, you should familiarise yourself with all the terms and conditions within the agreement, the park rules, any site license conditions and all related documents/information and all aspects covering annual fees and charges/ procedure/occupancy and arrangements relating to changes on the park. You should also consider that there may be obligations placed by the Local Authority site license, which might be subject to change, which may affect the terms and conditions of park facilities/amenities. If you remove your caravan during the season, the difference between the site fee you have paid, and the standard site fee becomes due.
5. Part I of this Agreement contains the particulars of the Parties, 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.
6. Stationing the Caravan is a long-term commitment, and you will have to comply with the terms and conditions contained in Part II of this Agreement.

INTRODUCTION AND SUMMARY OF THE LICENCE AGREEMENT

7. Part II of this License Agreement contains the terms and conditions of the License.
 - 7.1. Clause 1 sets out in detail the meaning of expressions used in this License Agreement.
 - 7.2. Clause 2 gives you permission to station the Caravan.
 - 7.3. Clause 3 contains the obligations you are taking on.
 - 7.4. Clause 4 contains the Park Owner's obligations to you.
 - Clause 5 sets out standards of behavior which are expected of you and members of your party using the Caravan.
 - 7.5. Clause 6 contains the procedure that will apply in the event you decide you want to sell or dispose of the Caravan. All sales on the park must be dealt with through the office of the park Owner who is entitled to meet and approve the buyer of the Caravan. This clause also provides for the buyer of the Caravan to pay the Park Owner a commission.
 - 7.6. Clause 7 sets review of pitch fees.
 - 7.7. Clause 8 sets out the basis on which the Caravan may be moved from its pitch to allow redevelopment and/or maintenance.
 - 7.8. Clauses 9 and 10 describe the situations in which the Agreement can be ended and the effects of termination.
8. If the Park Owner is in breach of its obligations under the License Agreement it may be liable to pay compensation to you and/or permit you to move the Caravan away on less notice than is usually required.
9. In addition to the obligations set out in the License 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 in clause 11 of Part II of the License Agreement.
10. If a dispute arises, clause 12 of Part II allows for this to be resolved by arbitration as an alternative to going to Court. Certain disputes must be referred to an independent surveyor for determination by him.



1. Park Owner

Saunders Park Homes Ltd

Saunders Park Homes Ltd referred to as "we/us/our" throughout the Purchase Agreement

The Foxhunter Park, Monkton, Nr Ramsgate, Kent CT12 4JG

Email: sales@thefoxhunterpark.co.uk

Contact:

2. Details of Buyer(s) – Referred to as "you/your" throughout this Purchase Agreement

Date:

Name(s):

Address:

Telephone:

Mobile:

Email:

Finance Company (If applicable):

THIS AGREEMENT DOES NOT PERMIT YOU TO USE THE CARAVAN AS A PERMANENT RESIDENCE.

The address above must be the only or the main residence of the Caravan owner(s) to which all correspondence relating to the Caravan will be sent. You will be required to provide documentary evidence of residence at the address given.

3. Caravan Details

Make/Model:

Size (ft.):

No. of Bedrooms

Type:

Year:

Serial No:

Key No:

Pitch Details

Area:

Number:

4. Agreement Period

Agreement period starts:

End:

5. Pitch Fee
Standard Pitch Fee: £9500.00
Amount of discount applied. Subject to non-cancellation: £3209.89
Plus, Pitch Service Agreement: £1200.00
Pitch Fee Due: £6290.11

Authorised means of payment
You may pay us in any of the following ways:
• By cheque at the park office
• By bank transfer using the following details
• Card payment

Bank Transfer Details	
Bank Name:	Saunders Park Homes LTD
Account No:	10042268
Sort Code:	12-17-40

Complaints	
We want you to enjoy your Caravan. If you have any complaint relating to this Licence Agreement, we encourage you to discuss it with us. Please refer to:	
Name/Job Title: Stuart Shanks - General Manager	Telephone: 01843 821311
Email: stuart@thefoxhunterpark.co.uk	

6. Pitch Services

Service	Included within the pitch fee	Available with payment
Land Drainage	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Grounds Maintenance	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Admin	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Meters	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Utilities	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Gas	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Electricity	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Personal Data

Please tick the below box if you would like us to contact you about goods, services and anything else we think you may be interested in.

☐ Email
 ☐ Telephone
 ☐ SMS/text message
 ☐ Social Media

By ticking the above box, we accept no responsibility for any data breach that may occur, you may contact us to stop contacting you in the above formats.

7. Signatures

7.1. By signing this License Agreement, you are confirming that you have read and understood the terms and conditions in Part II of this License Agreement.

7.2. You must arrange with the Park Operator for the Caravan to be removed from the park at the end of this License unless you enter into a new license agreement.

7.3. The Caravan is for holiday and recreational use only. It would be a breach of this License Agreement if the Caravan were used as a permanent residence, you are not permitted to have the park as your main residence. At least 28 days prior to the end of this License Agreement you must notify us in writing of at least 28 days during the License period on which you have not occupied the Caravan.

7.4. This license is valid for the dates in section 4 of the agreement where a caravan has a limitation in the length of season, the owner is only permitted access for the length of season from January 1st for the period of time invoiced.

Signatures

Buyer(s) Signature:	Date:
Buyer(s) Signature:	Date:
Signature on behalf of Saunders Park Homes Ltd:	Date:

The Foxhunter Park

TERMS AND CONDITIONS OF THIS LICENCE AGREEMENT Part 2 Particulars

1. Meaning of expressions used in this License Agreement and interpretation

Age Limit: 20 years from the year of manufacture of static Caravan, private resale age limit 12 years from date of manufacture.

Age Limit: 50 years from the year of manufacture of Lodge, private resale age limit 16 years from date of manufacture.

Caravan: the caravan holiday home referred to in clause 3 of Part I

Caravan Owner: the person(s) referred to in clause 2 of Part I

Commission: 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, calculated in accordance with clause 6.10

Fair Market Value: the price (considering 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 License Agreement. This price shall be calculated without regard to any commission which we would be entitled to charge under clause 6.10.

Family Member: your spouse, civil partner, parent, grandparent, child, stepchild, grandchild, brother or sister and the spouse or civil partner of any of those persons

Hire/Hiring: 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 License Agreement. When Hiring is stated to be compulsory it means we can hire the Caravan from you. Whether Hiring is compulsory or permitted it will take place based on a separate agreement between the Parties

Independent Surveyor: the surveyor appointed under clause 12 for the purpose of determining any dispute under clause 8

License Period: the period shown in Part I

Park: The caravan park located at the address in clause 1 of Part I

Park Owner: The Company referred to in clause 1 of Part I

Park Rules: The rules of conduct and practice issued by us from time to time and applicable to the use of the Caravan and other facilities on the park.

Part I: Part I of this License Agreement

Parties: The Park Operator and the Caravan Owner

Pitch: the part of the park where the Caravan stands and does not include any other part of the park

Pitch Fee: the combined annual fee for Site Fees and Pitch Service Agreement

Site Fee: the annual charge by us for renting the pad the caravan is situated on

Service Agreement: the annual charge by us for cleaning, street lighting, public liability, provision of utilities, ground rent, grass cutting, park maintenance, park security, management, all where applicable

Pitch Services: the services which we provide to you as listed in Part I

Review Date: the day set out in Part I on which the Pitch Fee is reviewed under clause 7 of Part II

Site License: the caravan site license applicable to the park issued to us by the Local Authority under section 3 of the Caravan Sites and Control of Developments Act 1960

We/our/us: The Park Owner

You/your: The Caravan Owner

2. Permission to keep the Caravan on the Pitch

2.1. We permit you throughout the License Period to keep the Caravan on a Pitch at the Park. We permit you to use the Caravan for holiday and recreational purposes only for a maximum of 337 days during the License Period.

2.2. This License is personal to you and it may not be assigned or transferred to any other person without obtaining our consent, which is not to be unreasonably withheld.

2.3. This License will automatically terminate when you sell or transfer the Caravan to anyone else including a Family Member.

2.4. We reserve the right to move the Caravan to an alternative pitch or park if deemed necessary by the park operators.

2.5. This License does not entitle or permit you to station any other alternative caravan on a Pitch except in the event of total loss of the Caravan by fire or some other similar occurrence a fee may apply. You will then be entitled to arrange for us to site a replacement caravan of a similar type and size as the Caravan.

2.6. This license is to station a caravan with no responsibility accepted by the park for any sudden closure or failure to provide any service due to any government regulations, local authority or other body, however this may come about.

2.7. The permission to keep a caravan on park may be tested by the park on a quarterly basis where they discover that the information you have supplied them with is incorrect or out of date and they are unable to contact you after writing to the last known address after giving 7 days' notice the park is entitled to disconnect the caravan and remove and dispose of any items outside the caravan that is in poor condition or appear abandoned for the benefit of the general ambience of the park.

2.8. If an invoice remains not paid by its due date. You agree that you are in breach of this agreement and the park at their election may choose to terminate your agreement or give you 7 days' notice before disconnection with you accepting all costs involved.

2.9. The park operators reserve the rights to refuse admission to the park to any individuals that are not named on the holiday agreement, in the event that a person is refused or asked to leave and they are a visitor or guest of yours you agree to ensure and assist the park in ensuring that the individuals leave immediately and not return, failure to do so is a serious breach of this agreement and at the parks election you agree to immediate termination of your agreement.

3. YOUR OBLIGATIONS

You agree as follows: -

3.1. To comply with the terms of this License and the Park Rules

3.2. To use the Caravan for holiday and recreational purposes only and not as your only or permanent residence and not for any form of commercial use.

3.3. Not to use the Park address as your address for the purposes of Council Tax and/or the Electoral Register.

3.4. To notify us in writing (if requested by us) at least 28 days prior to the end of the License Period of a minimum of 28 days on which you have not occupied the Caravan during the License Period.

3.5. To produce to us in response to a written request, satisfactory proof that your permanent address is at the address set out in Part I.

3.6. To notify us within 14 days of any change to your permanent address.

3.7. To pay the Pitch Fee and other charges due to us on the days set out in Part I.

3.8. To pay us interest at a rate of 4% per annum over the Bank of England base rate on any overdue sums due to us.

3.9. If you breach or fail to fulfill any of your obligations under this License you shall pay us any reasonable costs properly incurred by us in remedying such breaches or in connection with the enforcement of your obligations.

3.10. To insure the Caravan to its full value against all usual risks including fire and smoke, explosion, lightning and thunderbolt, earthquake, riot, civil commotion, strikes and labor disturbances, aircraft and other aerial devices or anything dropped or falling from them, storm, 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 underground services 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 landslide 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 accidental 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-sitting of any caravan, Property Owners Liability, Public and Employees liability.

3.11. The sum insured for loss or damage to the Caravan shall include the following:

3.11.1. The retail price on the park of a new caravan of a similar type and size to the Caravan.

3.11.2. The cost of replacing any existing ancillary structures (for example steps);

3.11.3. The cost of clearing wreckage from the Pitch and disposing of the Caravan destroyed by fire, natural disaster or other similar occurrence (if not included in the retail price).

3.11.4. The cost of delivery, sitting and connecting the new caravan (if not included in the retail price).

3.11.5. The sum insured for Property Owners' Liability, Public Employees Liability, shall not be less than £2,000,000.

3.11.6. Upon request, you will provide us with proof of insurance by providing us with a copy of your insurance details.

3.11.7. You agree that any payment made by an insurance company or agent in regards to your caravan stationed at the park, will be used solely to replace or make good your caravan at the park, in addition you permit us to make contact with your insurers on your behalf for us to seek payment to replace your caravan, you agree to not make settlement or receive any payment from insurers without first ensuring the park has received payment where due for any and all charges including site fees, clean up, security, disposal, disruption, contamination, replacement caravan, disconnection and any of charge that may be due

3.12. To keep the Caravan in a good state of repair and condition both visually and structurally and 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.

3.13. Not to hire the Caravan out on a voluntary or compulsory basis.

3.14. Not to do or omit to do anything which might put us in breach of any condition of the Site License or the Park Rules and to comply with all statutory requirements in relation to the Caravan and its installations and furnishings. The conditions of the Site License and Park Rules are displayed in the park, and you should familiarize yourself with the obligations placed on you by the Site License and the Park Rules; such conditions and rules being subject to change from time to time.

3.15. Not to carry out any building works at the park or to erect any extension to the Caravan. Not to erect any hut, fence, structure, TV aerial or clothesline or connect any services or utilities to the Caravan without our written consent. Any such work must be carried out by us unless we agree in writing that the works may be carried out by your and/or external contractors and subject to any conditions or limitations we may reasonably impose.

3.16. To permit us to remove the Caravan from the Pitch in accordance with our rights under the License Agreement.

3.17. To manage with us the removal of the Caravan from the Park following the expiration of the License Period or termination of this License. To maintain standards on the park and prevent damage to the park and its installations during any work in de-siting or removing the Caravan. You agree to pay us our reasonable charges for removing the Caravan from the Park or for moving the Caravan at your request.

3.18. Not to purchase an additional caravan from a private seller who already owns a caravan at the park or place advertisements in or around the park.

3.19. To pay, upon written or electronic request from the park Operator, a deposit not exceeding £500 in respect of charges for utilities supplied to the caravan. The request for the payment of a deposit can be made at any time during the license period and is at sole election of the Park Operator.

3.20. To maintain the caravan to a high standard while in use ensure it is cleaned externally a minimum of 2 times a year and inspect the roof lines, gutters, windows & door seals & chassis for corrosion, rotate wheels grease/oil the legs and ensure the anchoring is secure plus carry out safety tests and flush the water system through.

3.21. To always keep the pitch clean and tidy and free from the accumulation of clutter and excess items and were permitted no more than 1 UPVC shed, 1 UPVC box

3.22. and 6 pot plants unless any differences are agreed and in writing.

3.23. If the caravan is displaying anything that may be deemed to be offensive you permit the park to gain access to the caravan including drilling locks and removing the offensive item.

4. OUR OBLIGATIONS

We agree as follows: -

4.1. To provide, maintain and keep in good state of repair the Pitch Services except where these must be interrupted for the purposes of repair or for any other reasons beyond our control, such as (but not limited to) interruptions in the supply of services to us or government regulations or health and safety requirements.

4.2. To move the Caravan from the Park or the Pitch only in accordance with the provisions of clauses 7 to 9.

4.3. To insure the Park against all usual third-party risks to a minimum of £1,000,000 per claim.

5. BEHAVIOUR STANDARDS

By entering this License, you undertake for you and on behalf of all other people who visit the Caravan (in each case including their children) to adopt the following standards of behavior whilst at the park: -

5.1. 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. 5.2. To properly always supervise children and in all areas of the park so that they are not a nuisance or danger to themselves or others.

5.3. Not to:

5.3.1. Cause, permit or suffer any form of anti-social behavior (including but not limited to shouting, screaming, swearing, fighting, intoxication) that can cause a nuisance or annoyance to anyone on the park, including social media.

5.3.2. Commit any criminal offence at the park or use the Caravan in connection with any criminal activity.

5.3.3. Commit any acts of vandalism or nuisance.

5.3.4. Keep or carry any firearm or any other weapon.

5.3.5. Use, keep or carry any unlawful drugs.

5.3.6. Create any noise or disturbance.

5.3.7. Carry on any trade or business at the park.

5.3.8. Permit anyone who is on the violent and sex offenders register or subject to a risk of sexual harm order or a child abduction warning notice to use or visit the caravan.

5.3.9. To make any covert or hidden recordings or anyone in the park without the person's consent or recordings of the features or facilities without permission audio or visual.

5.3.10. Be in a state of undress or showing areas of the body that would traditionally be covered for modesty purposes while about on park, or wearing clothing that could be reasonably be considered offensive

5.3.11. Join or be part of any social media group that does not agree with our values, including recommending people not to buy a static or holiday caravan or having a negative view of our business or industry.

5.3.12. You accept that any breach of these behavior standards may result in the termination of this License, with immediate effect.

6. SELLING THE CARAVAN

6.1. Provided that the age of the Caravan does not exceed the Age Limit you may sell the Caravan in accordance with the provisions of this clause. If the Caravan exceeds the Age Limit, you may only sell it for removal from the park.

6.2. You must give us 30 days' notice in writing of your intention to place the Caravan on the market for sale or otherwise dispose of your interest in the Caravan. If the Caravan is subject to finance, you must, at the same time, provide us with the name and reference number of the finance company and the amount of the outstanding finance.

6.3. You must write to us every 2 months thereafter confirming whether the Caravan remains for sale or if you change your mind.

6.4. You must not display any notices on the Caravan or on or around the park advertising the Caravan for sale without our written consent or make any direct contact with any other caravan owners or visitors of the park with the purpose of soliciting the sale of the Caravan.

6.5. You may market the Caravan privately and find a buyer. Once you have found a buyer you must write to us confirming the name and address of your buyer and the agreed sale price (the Notification of Sale).

6.6. During the 14 working days after receipt by us of the Notification of Sale, you agree that we will be entitled to buy the Caravan from you for the same agreed price or the Fair Market Value, whichever is the lesser, and we will notify you in writing by first class post of our decision within 14 working days after receipt by us of the Notification of Sale. If we buy the Caravan from you, we will not charge you the Commission and we will deduct from the purchase price we pay to you any sums due to us under this License and any sum required to discharge any outstanding finance on the Caravan. We will send you the balance of the purchase price within 28 days after sending you notification of our decision to purchase the Caravan from you.

6.7. If we decide not to purchase the Caravan, the transaction must be conducted through our office, and you must appoint us as your agent for that purpose.

6.8. You agree to allow us to evaluate your prospective buyer by seeking suitable reference and carrying out the enquiries we consider to be appropriate. If we wish to, we may require a meeting with your prospective buyer in person. We will notify you as soon as reasonably practicable of our decision to approve or withhold the approval of your prospective buyer; such approval to only be withheld on reasonable grounds.

6.9. We will receive all purchase monies from your buyer, and we will pay the balance of the purchase monies to you within 28 days of receipt by us after discharging any outstanding finance on the Caravan (of which you have notified us in writing) and after deduction of the Commission and any other sums due to us, including any agency fees and administration charges.

6.10. You must pay us the Commission upon completion of the sale of the Caravan which has been achieved from or at or by the park, which will be the greater of either any amount equal to 15% plus VAT of the agreed sale price of the Caravan or £2,500 plus VAT.

6.11. Where we have approved your buyer, we will issue them with a new license agreement in respect of the Caravan for the length of time of the License Period which remains unexpired as at the date of completion of the sale of the Caravan and at the standard annual pitch fee rate. Any discount on the pitch Fee which applies to this License will not be transferable to your buyer.

6.12. If we issue a new license agreement to your buyer, we will charge them an administration fee of £1,500 plus VAT (the Administration Fee). It is your responsibility to notify the buyer of the Administration Fee.

6.13. Apart from the Commission and the Administration Fee 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 of services are agreed between the Parties.

6.14. Where a buyer of a private caravan requests or is advertised with the benefit of being available on our Exclusive Owners Discount (which is nontransferable), but wants the caravan to benefit from such, the park operator is entitled to charge £30,000.00 per chassis.

6.15. The provisions of this clause 6 also apply in the event you gift or otherwise dispose of your interest in the Caravan to a Family Member or any other person or in the event a Family Member or any other person inherits the Caravan because of your death.

7. REVIEW OF PITCH FEES

7.1. Upon the Review Date we are entitled to review the Pitch fee. We will not increase the Pitch fee during the License Period, but we may impose a revised pitch fee to any subsequent license agreements

7.2. Both the park operators and the caravan owner has 28 days from entering this agreement to cancel it provided 28 days has not passed since signing or making a payment for site fees (please note this agreement is separate to any purchase agreement and by canceling this agreement it does not give any cancellation rights to a separate purchase invoice) which ever event is first, in the event of cancellation of the agreement within the time period, payments received will be offset against any payments due to the park operators and any balance be reimbursed within 28 days of notification of cancellation.

7.3. You agree to the park seeking payment from your credit or cash card on your account for the payment of any park fees due under this agreement where payment of any park fees is overdue by more than 30 days

7.4. Pitch fee is based upon the continued replacement of caravans ensuring the high standards throughout there may be an additional £500 plus £100 for each year overage for continued use on the park where a caravan exceeds the age limit stated on part II payable in addition to the pitch fee.

7.5. Where there is a substantial planned improvements program of works planned at the park where over 60% of the caravan owners object to the improvements being carried out in advance of the works the park operators must consider the caravan owners' position when seeking the payment towards the planned improvements.

7.6. Where the park has elected to move the caravan to an alternative associated park, the owner of the caravan will not be liable to pay more site fees than if it had stayed at the original park.

8. MOVING THE CARAVAN

8.1 Within the License 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 License condition or for access to an area of the park which cannot be gained by any other route.

8.2 If the Caravan is located on a premium pitch, we may move the Caravan to an alternative standard pitch once the Caravan exceeds our designated age for the pitch being no longer than 25 years. We must give you at least 28 days' notice and we will be responsible for the cost of moving the Caravan and reconnecting supplies only.

8.3 We are permitted 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 must be moved because of some emergency, such as required by a utility company, we will give you as much notice as is reasonably practicable.

8.4 We will not be responsible for any losses because of moving the Caravan except for the reasonable costs incurred by us of moving the Caravan only.

8.5 Following the movement of the Caravan under clause 8.3 we are entitled to return the Caravan to its original pitch or to site it permanently on another pitch. If the consequence of the development or maintenance work is that the original pitch is less pleasant, or if the move is permanent, we must offer an alternative pitch. The factors to be considered when determining whether the original pitch has become less pleasant will be a loss of space and proximity to vehicular traffic.

8.6 Any dispute arising under clause 8.5 as to the pleasantness of the alternative pitch or the question of whether the original pitch is less pleasant by reason of the development, may be referred to the Independent Surveyor under clause 11 of this License.

8.7 Where a caravan is moved to another park within the group at the election of the park operator during the current the season, the cost of moving and re-siting at the park is to be covered by the park operator and the caravan owner is not pay any more fees than they currently pay under this agreement.

8.8 When a caravan is moved to another park at the election of the caravan owner all applicable fees apply

8.9 Where a caravan is being moved on park and in doing so it causes interruption to the park's business or ambiance a charge of £2,000 plus VAT per day is payable to the park.

8.10 Where a caravan is being moved off site you agree to supply in advance the details of the haulage company and where the caravan is being moved to and evidence that there is planning permission for the caravan to be moved to such location as to assist us in our moral duty of avoiding fly tipping or unauthorized use of caravans on land without planning.

8.11 Where a park must over sea a third-party risk assessment, method statement, traffic management and notifications to affected holiday homeowners the charge will not exceed our standard disconnection fee

8.12 When a caravan owner chooses to remove a caravan from the park owned by themselves, a minimum of 120 days' notice is to be given and all amounts under this agreement immediately become due and are to be paid upon notice of the agreed movement date.

9. TERMINATION OF THE LICENCE AGREEMENT

9.1. This License will end on the earliest of: -

9.1.1. The expiration of the License Period.

9.1.2. The expiration of any written notice given by us to you at any time because of your breach of this License.

9.1.3. The expiry of any written notice given by you to us terminating the License.

9.1.4. The sale of the Caravan or you lose title to it.

9.2. You may terminate this License by giving us not less than 4 months' notice in writing.

9.3. We may terminate this License with immediate effect by giving you written notice if you breach any of your obligations under this License and the breach is incapable of being remedied or is such that it results in a breakdown on the relationship between you and us.

9.4. If you breach any of your obligations under this License and the breach is capable of being remedied, we will in the first instance give you written notice of the breach and specify a time in which the breach must be remedied. If you do not remedy the breach in the specified time and the breach is either serious and/or amounts to persistent breaches of your obligations, which, if taken individually would be minor but, which when taken collectively amount to persistent breaches and give rise to a breakdown in the relationship between you and us, we may terminate this License with immediate effect by giving you written notice.

9.5. In the event of termination of this agreement during a planned improvement program of equivalent, investment that not more than 60% of the caravan owners have objected to in writing you warrant to pay a Pro-rata division on a per pitch basis or in the alternative to make a significant donation to the charity of the park's choice through them.

9.6. By terminating this license agreement during the season any loyalty discounts that have been applied for the current season become void with the balance due for standard site fee on section 5.

9.7. You agree to having a meeting at an office specified by the park operators to discuss the reason of termination and full procedure and costs involved with termination of the license agreement.

10. EFFECTS OF TERMINATION OF THE LICENCE AGREEMENT

10.24. You will arrange with us to remove the Caravan and all property belonging to you from the Park within 7 days after termination of this License, however that comes about.

10.25. Any work in de-siting and removing the Caravan must be done by us or through our contractors for which you agree to pay our reasonable costs.

10.26. You may request in writing that you use a competent and experienced independent contractor arranged by you to remove the Caravan from the Pitch after being disconnected. You must provide us with satisfactory evidence of experience and a detailed estimate of costs for the removal of the Caravan from the Park. You must also provide evidence that the independent contractor has appropriate insurance(s) in place and a detailed risk assessment, method statement and all relevant safety certificates. We reserve the right to match the quotation you obtain for an independent contractor and carry out the works or, if we consent to the use of your own independent contractor, you agree to indemnify us in respect of any losses suffered by us as a result of any disruption and/or damage caused by your independent contractor to the park and/or any other users or visitors of the park.

10.27 Removal of the Caravan from the pitch after being disconnected is to be carried out by crane unless we give our consent in writing for the use of an alternative method, such consent not to be unreasonably withheld and you agree to indemnify us in respect to any losses suffered by us as a result of any disruption and/or damage caused to the park and/or other users or visitors to the park.

10.28 If, following termination of the License, you fail to arrange the removal of the Caravan (and any other property belonging to you) through us, we will serve you with notice in accordance with the Torts (interference with Goods) Act 1977 and take steps to remove the Caravan and any other property without the need for a Court Order. If the value of the Caravan is not capable of covering our costs of removal and sale, then you authorize us to dispose of the Caravan as we see fit and you will repay to us the costs we incur in the removal and disposal of the Caravan.

10.29. Removal of the Caravan from the pitch after being disconnected is to be carried out by crane unless we give our consent in writing for the use of an alternative method, such consent not to be unreasonably withheld and you agree to indemnify us in respect to any losses suffered by us as a result of any disruption and/or damage caused to the park and/or other users or visitors to the park.

10.30. If, following termination of the License, you fail to arrange the removal of the Caravan (and any other property belonging to you) through us, we will serve you with notice in accordance with the Torts (interference with Goods) Act 1977 and take steps to remove the Caravan and any other property without the need for a Court Order. If the value of the Caravan is not capable of covering our costs of removal and sale, then you authorize us to dispose of the Caravan as we see fit and you will repay to us the costs we incur in the removal and disposal of the Caravan.

10.31. We reserve the right to retain the Caravan and decking, steps, shed until you have paid any sum due to us, and may dispose of them if the park feels that they are unfit for use after giving notice in writing 7 days previously.

10.32. Any discounts and loyalty bonuses will not be transferable with any change of ownership with the loyalty discount or owners exclusive discount being revoked the standard site fee becomes due in full.

10.33. If you terminate this License during the License Period, you will not be entitled to any refund of the Pitch Fee for any of the unexpired License Period. If you terminate this License Agreement during the License Period, we will refund you 10% of any pitch fee you may have paid in advance for the next season (and not the season to which this License relates).

10.34. If the park must dispose of a caravan due to TORTS or abandonment, the Park may charge a fee of £2500.00 plus VAT for disposal.

10.35. If an amount is outstanding of over £500 for more than 3 months you consent to the park operators gaining access to the caravan and disposing of it without the benefit of a holiday license a 7-day final reminder letter will be sent to the last known address before disposal.

10.36. Where the park operators are in receipt of a method statement, risk assessment of any other documentation from a third party, the park may charge a reasonable fee for checking such documents regardless of if approval is given in addition to this a bond may be required for any business interruption, disturbance of people's enjoyment or damage of property.

10.37. It is highly important that your chosen transport company contacts the park operators 30 days before with their insurance details, movement order and delivery address details to ensure that caravans are not disposed of by dumping or fly tipping, without such the caravan may not be removed.

11. PARK RULES

11.1. It may be necessary or desirable to change the Park Rules from time to time and we will give you written notice in writing of any changes we make to the park Rules.

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

12. DISPUTES

12.1. In the event of a dispute that cannot be resolved between you and us, the dispute will be resolved by the following means: -

12.1.1. We may refer any dispute to an arbitrator as an alternative to initiating court proceedings.

12.1.2. We may refer questions arising under clause 7 to the Independent Surveyor.

13. NOTICES

13.1. Any notice or other communication given under this License shall be in writing and shall be delivered by hand or sent by pre-paid recorded delivery to the relevant party at the addresses specified in Part I or as otherwise specified by the relevant part by notice in writing to the other party.

13.2. Any notice or other communication given in accordance with clause 12.1 will be deemed to have been received: -

13.2.1. If delivered by hand, at the time the notice or other communication is left at the property address; or

13.2.2. If sent by pre-paid recorded delivery, when signed for by the recipient.

13.2.3. You agree to not disclose or permit any information regarding the park, invoices or people to any third parties without first getting written approval from head office.

14. THIRD PARTY RIGHTS

A person who is not a party to this License shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this License.

15. GOVERNING LAW AND JURISDICTION

This License and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. Any dispute arising out of us in connection with, or concerning the carrying into effect of this License shall be subject to the exclusive jurisdiction of the English Court and the Parties hereby submit to the exclusive jurisdiction of the English Courts.

16. ENTIRE AGREEMENT

This License shall constitute the entire agreement between the Parties and supersedes any previous agreements or arrangements in relation to its subject matter. The Parties acknowledge and agree that they have not been induced by each other to enter this License, in reliance upon, or have been given any warranty, representation, statement, assurance, covenant, agreement, undertaking, indemnity or commitments of any nature whatsoever other than as expressly set out in this License.

17. This holiday agreement is the property of the park and is the agreed basis of stationing your stated caravan on park, the document is not permitted to be copied or disclosed to any third parties without prior authorization in writing from the director of the park, you have the rights and obligations contained within and have been given a copy to refer to yours & our obligations upon the expiry of the agreement you warrant to return the document or ensure it is disposed of in a manner in keeping with G.D.P.R.

18. As part of this agreement, you agree not to make share or repeat any comments that could be considered negative towards the park on social media, signage, letter or oral form regarding yours or any other experiences regarding the caravan park, employees or other owners you can of course raise any issues with the company by writing to head office.

19. The use of the caravan is restricted to holiday use only, at any time evidence may be required at the park to show compliance with the holiday condition this must be supplied within 14 days of request and at no time is residential use permitted as part of this agreement, breach of this condition may result in immediate termination of rights to station a caravan on park.

20. The persons mentioned on page 3 of this agreement are the people authorized to use a caravan on the park, if the caravan is being occupied by other persons without the caravan owners being present or the parks consent this would be deemed an irreparable breach of the agreement resulting in termination of the rights to station a caravan on park.

21. If the park must close or restrict access to it however this may come about, you agree that there is no liability for the park to refund any park fees paid to the park, this includes any government enforced closure, Pandemic, council action etc.

22. You agree to supply the park with a copy of your caravan insurance from the insurer of your choice and that the park may copy such, of which a fee of £45 will be charged to copy and hold.

23. Decking, skirting & sheds can only be placed on the park that has been pre-agreed with the park previously with the owner of the caravan being responsible for the any costs incurred by the park in removal

24. Only approved commercial vehicles who we have granted permission in writing to are permitted on park, which are only permitted in the areas agreed by the park, with all commercial vehicles being subject to a stop and search policy at the parks discretion.

25. Where there are children's play parks and or swimming pool, hot tubs etc. on park you acknowledge that children are not permitted to use such without responsible adult supervision, which is to be provided by the Parent, Carer or dedicated responsible adult of the children, not the park or its employees. You are responsible for the safety and wellbeing of any children or guests of yours that use such facilities.

Signatures

By signing this License Agreement, you are confirming that you have read and understood the Terms and Conditions in Part II of this License Agreement and are fully aware that the caravan is not to be occupied for residential purposes

Signature on behalf of Saunders Park Homes Ltd:

Date:

Date of Agreement:

Caravan Owner
Print Names:

Sign:

Date:

Date of Agreement:

Caravan Owner
Print Names:

Sign:

Date:

Pitch Service Agreement

This service agreement is a separate standalone agreement to the attached holiday agreement. By signing the holiday agreement and accepting the Loyalty/ Owner Exclusive site fee rate you agree to the entering of the service agreement with us at the rate stated on the holiday agreement.

You agree that once entering into the service agreement arrangement that, in the event you lose title to the caravan or remove the caravan from park, then the full balance of the pitch service agreement becomes payable, as this service is pre-paid for the full season.

If you no longer wish to enter into a pitch service agreement with us, this can be cancelled by giving notice to the park where your caravan is situated. In the event of termination of the holiday agreement this agreement will also be terminated.

The pitch service agreement is for the additional services stated on the pitch fee only, which does not include the site fee or any other services that the park charges for separately.

The pitch service agreement that you are entering into is for the cleaning of all communal areas of the park, grass cutting of all areas on park and hedges where appropriate, provision of utilities excluding meter charges, general park security (where provided) and management of other services.

By signing this agreement, you agree to us carrying out the above mentioned services for your benefit, and warrant that you will not do or cause anything to happen that prevents us from being able to carry out this agreement. You agree to make payment of the amount specified in the separate holiday agreement attached to this document.

Sign:

Date: