

Our Ref: 02B539286

20 January 2017

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Dear Lewis,

ADDITIONAL INFORMATION IN RELATION TO APPLICATION 16/01237,
REDEVELOPMENT OF MILL RYTHE HOLIDAY VILLAGE

Further to the site visit regarding the above planning application (Ref: 16/01237), I write to respond to the additional matters raised on behalf of my client, Away Resorts Ltd, owner and operator of Mill Rythe Holiday Village.

12 Months Holiday Use Conditions

The former Good Practice Guide on Planning for Tourism (GPGPT) recommended the following conditions to allow all year holiday use and prevent residential use of holiday caravans (or chalets):-

- (i) the caravans (or cabins/chalets) are occupied for holiday purposes only;
- (ii) the caravans (or cabins/chalets) shall not be occupied as a person's sole, or main place of residence;
- (iii) the owners/operators shall maintain an up-to-date register of the names of all owners/occupiers of individual caravans/log cabins/chalets on the site, and of their main home addresses, and shall make this information available at all reasonable times to the local planning authority.

A number of local authorities have combined this together to form a single condition.

There have been a number of appeals allowed by the Planning Inspectorate in relation to 12 month holiday use of the caravan sites. It is important to emphasise that the Planning Inspectorate have deemed year round holiday use as acceptable and that the model conditions set out in the GPGPT are an appropriate way for enforcing and monitoring holiday use only. We detail three recent appeal examples below. Copies of the appeal decisions are attached.

- An appeal at Highfield Grange Holiday Park in Tendring District Council (Ref: APP/P1560/A/12/2182590) was allowed on 25 February 2013 for use of the caravan site all year round. The Inspector concluded that 'precluding occupation of the site during the second half of the winter on the basis of a general assumption regarding caravan standards would not be justified'. (paragraph 7)
- An appeal at Forest of Bowland Leisure Park in Pendle Borough Council was allowed (Ref: APP/E2340/A/10/2137243) on 19 January 2011 for the use of the caravan site all year round. Paragraph 11 of the Appeal Decision Notice states:

I consider that Condition 1 should be replaced with a standard holiday occupancy condition, drafted in accordance with the GPGPT, which expressly states that caravans on the site shall only be used for holiday purposes and not as a person's main or sole place of residence. Such a condition would suffice to prevent any permanent residential use.

- An appeal at Hawkswick Cote Caravan Park in Craven District Council was allowed (Ref: APP/C9499/A/09/2117805) on 18 March 2010 for the use of the caravan site all year round. Paragraph 11 of the Appeal Decision Notice states:

However, that condition (which prevents occupancy between mid-November and the beginning of March), in my view unduly restricts occupancy in an era of changed holiday trends towards short stay breaks outside the traditional holiday season - a trend, which is recognised in national policy guidance.

Paragraph 12 goes on to state that conditions set out in Annex B of the GPGPT '*would be appropriate in this instance and note that similar conditions have been used by Inspectors in appeal decisions*'. The Planning Inspector carries on to state '*I do not share the NPA's concern that such conditions would be difficult to monitor or enforce*'.

This is evidence that the Planning Inspectorate believe that the Model Conditions previously set out in the GPGPT suffice in ensuring that use of the park will not become residential. It is vital to ensure that Council maximise the benefits from tourism in these testing economic times and this proposal is a sustainable way of increasing job security and creating economic growth without adversely affecting the local environment. If suitable holiday parks in the District are not allowed to extend their season to meet customer demand in this way, those customers will take their holidays in those holiday locations that do allow holiday use during the winter period, putting the district at a competitive advantage.

Implementation of the Condition through Site Management

Away Resorts are members of the British Holiday and Home Parks Association (BH&HPA) and a National Caravan Council (NCC) Approved Holiday Park Operator. The latter status relates predominantly to the way they operate their holiday caravan sales business. To maintain this status they are audited annually by the NCC and this audit ensures that all of the park's documentation meets sector best practice standards.

I attach a copy of the Purchase & Pitch License Agreement that are used by the company from which you will see that it is clear to anyone purchasing a caravan that they cannot live at the caravan and that anyone doing so will have their pitch licence terminated with immediate effect.

As part of the company's sales procedures unless a customer can provide a council tax bill, a utility bill or a passport with their primary address identified they will not allow the sale to go ahead. An up to date copy of these documents is subsequently required from each owner on annual basis.

Site Accommodation Ownership and Letting Mix

The regenerated site will comprise a mix of hire fleet and sales fleet caravans and chalets.

Most of the chalets and a proportion of the caravans will be retained by Away Resorts as 'hire fleet' let out to customers throughout the year using their call centre and online booking agents such as Hoseasons.

The remainder of the caravans will be sold to customers for holiday use. A large proportion of those sold are purchased as an investment and re-let through Away Resorts to augment the hire fleet. The attached Purchase & Pitch Licence Agreement includes this option.

Those purchased caravans that not sublet through Away Resorts may still be sub-let on a commercial basis by their owners, but more normally they are used by the owners and sublet to family and friends. It is quite common for Grandparents to buy a caravan so that they can treat their grandchildren to a seaside holiday and to host a family Christmas and/or New Year and other family celebrations at the

park. Equally, couples with young children may purchase and own a caravan for about five years while their children are in the 3-11 year age group so they can enjoy a number of years of 'pre-paid' holidays while being able to recover a significant proportion of their initial investment when they sell on as the children grow up. Obviously, there will be other motivations for owning a holiday caravan – these are just a few common examples.

The proportion of hire fleet to sales fleet, and of the proportion of sales fleet rented back through the company changes with the economy. During period of economic growth the sales fleet will grow providing income to re-invest in the improvement and updating of central facilities. During recessions or other times when there may be a squeeze on disposable income the hire fleet will expand at the expense of the sales fleet. This business model makes this type of holiday park robust to changes in the economy – unlike the former rental only business model which did not produce any capital for investment in updating the park facilities leading to its long term decline into administration.

Conclusion

As stated in our original Planning Statement, the proposal represents a positive improvement in the quality of the holiday accommodation at the park and will bring it up to the much higher standards now expected by families looking for a memorable holiday. The restoration of the site will support the local economy and existing community services through additional spending at local pubs, cafes, restaurants, shops, visitor attractions, taxis and bus services without any detrimental effect on the biodiversity, landscape, or character of the countryside.

I trust that this response is of assistance in addressing the issues you raised during our meeting. We will respond further to the ongoing matters raised by consultees.

If there is any further information or clarification you require, please do not hesitate to contact me.

Yours sincerely,

Kind regards,



Martin Taylor MRTPI
Director – Retail, Hotels and Leisure
For and on behalf of GVA Grimley Limited



Appeal Decision

Site visit made on 29 January 2013

by Ron Boyd BSc (Hons) MICE

an Inspector appointed by the Secretary of State for Communities and Local Government

Decision date: 25 February 2013

Appeal Ref: APP/P1560/A/12/2182590

Highfield Holiday Park, London Road, Clacton-on-Sea, Essex CO16 9QY

- The appeal is made under section 78 of the Town and Country Planning Act 1990 against a refusal to grant planning permission.
 - The appeal is made by Park Resorts against the decision of Tendring District Council.
 - The application Ref 12/00457/FUL, dated 24 April 2012, was refused by notice dated 31 July 2012.
 - The development proposed is described as 'change of use of land to operate Holiday Park for year round holiday use'.
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Decision

1. The appeal is allowed and planning permission is granted for a change of use of land to operate Holiday Park for year round holiday use at Highfield Holiday Park, London Road, Clacton-on-Sea, Essex CO16 9QY in accordance with the terms of the application, Ref 12/00457/FUL, dated 24 April 2012, subject to the following conditions:
 - 1) The development hereby permitted shall begin not later than three years from the date of this decision.
 - 2) The caravans shall be occupied for holiday purposes only and shall not be occupied as a person's sole or main place of residence. The operators of the caravan park shall maintain an up-to-date register of the names of all owners of caravans on the site and of their main home addresses and shall make this information available at all reasonable times to the local planning authority.
 - 3) No more than 742 static caravans and no more than 43 touring caravans shall be stationed on the site.
 - 4) The development hereby permitted shall be carried out in accordance with the approved plan No. 2956-111 dated April 2012.

Main issues

2. I consider these to be
 - whether the construction standards of the caravans should preclude their occupation between 14 January and 1 March in any one year; and
 - whether the proposed development would lead to the caravans being occupied as full-time residential accommodation.

Reasons

3. The appeal site, Highfield Grange Holiday Park, operated by the appellants, is an established holiday park comprising both static and touring caravans. The site has a permitted maximum capacity of 742 static caravans on its 18.67 hectares. Saved Policy ER20 of the Tendring District Local Plan 2007 Adopted December 2007 (the Local Plan) states that the occupation of holiday units, including caravans will not be permitted between 14 January and 1 March in any one year. Permissions 04/01359/FUL and 04/01907/FUL, are consistent with the subsequently adopted Local Plan in permitting seasonal holiday occupancy of the site for 10½ months from 1 March to 14 January the following year. The static units on the site comprise a mix of the appellants' own 'hire fleet' and privately owned caravans, either purchased from the appellants or imported, by agreement, into the site.
4. The change of use sought is to continue operating the site as at present but on an all-year-round basis. In effect the removal of the restriction of occupation of the caravans for the six week period between 14 January and 1 March in any one year. The Council's reasons for refusing the application, consistent with the supporting text to Saved Policy ER20, are two-fold. Firstly, that holiday accommodation is generally unsuited for occupation during these winter weeks by virtue of its construction standards. Secondly, that the restriction will prevent holiday accommodation being mis-used and occupied as full-time residential accommodation which would displace visitors to the District who would otherwise contribute to the local tourist economy.
5. Use of the caravans in the first half of the winter, during the months of November, December and the first half of January, is already permitted and has been so since the previously mentioned permissions were granted in 2004. Improving caravan standards were acknowledged in the Government's 2006 publication *Good Practice Guide on Planning for Tourism* (the Guide). Consistent with this, the appellants contend that over the last decade, the period since the permissions were granted, the quality of both static and touring caravans has improved and that the majority of caravans now produced are suitable for year round holiday use.
6. The modern static units I saw on my site visit gave me no reason to doubt this claim or the appellants' statement that 257 of the units on the site are already of winter-use standard with double glazing and central heating. It would not seem unreasonable to assume that the tourists making up the 10% site occupancy typical of the present winter use would predominately comprise those using caravans of winter-use standard. The appellants' current policy is to only purchase caravans of such a standard when replacing existing stock.
7. I consider the above to be material considerations which, in this particular case, outweigh the reasons based on caravan construction standards, for the site occupancy restrictions contained in the above Saved Policy. Accordingly I conclude that precluding occupation of the site during the second half of the winter on the basis of a general assumption regarding caravan standards would not be justified.
8. For the reasons put forward by the Council I agree that the caravans should not be used for permanent accommodation. The appellants are clear that this is not what is being proposed. The Guide records that tourism is increasingly a year-round activity and that such a spread of demand for self catering

accommodation is advantageous to local economies but recognises that occupancy conditions are reasonable to preclude permanent residential use. Examples of such conditions are provided, and, notwithstanding its opposition to the proposal, the Council has suggested just such a condition should be imposed should the appeal succeed.

9. The Council has misgivings in respect of the efficacy of the condition in addressing the issue of permanent occupancy but no compelling evidence has been put forward to substantiate this fear. From the Guide and other appeal decisions submitted by the appellants it seems to me that use of the condition is not unusual and I have no reason to doubt that it could be effective. I conclude that subject to imposition and execution of the condition the proposed change of use would not lead to the caravans being used as full-time residential accommodation.
10. I note the concern of local residents regarding the effect of extending the season as proposed. However, I am not convinced that the additional six weeks proposed during this low-occupancy winter period would lead to an unacceptable deterioration in the living standards of neighbouring residents. I am aware that the Council has reached the same conclusion.
11. I have taken account of all the matters raised in the evidence but have found nothing to outweigh my conclusions in respect of the main issues which have led to my decision. For the reasons given above I conclude that the appeal should succeed.
12. I have considered the Council's suggested conditions and their detailed wording in the light of the advice in Circular 11/95. The 28 day occupancy restriction proposed is not one which currently applies to the site and no convincing evidence that it would be appropriate to impose it now has been submitted. I do not consider the use now permitted with the condition identified in the Guide would justify its imposition now. I consider the conditions in the attached schedule to be reasonable and necessary. These include limiting the number of caravans permitted on the site and prohibiting their permanent occupancy, both in the interests of the compatibility of the holiday park with its surroundings, including the living conditions of neighbours. In addition, for the avoidance of doubt and in the interests of proper planning, it is necessary that the development shall be carried out in accordance with the approved plan.

R.T.Boyd

Inspector



Appeal Decision

Site visit made on 14 December 2010

by Jean Russell MA MRTPI

an Inspector appointed by the Secretary of State for Communities and Local Government

Decision date: 19 January 2011

Appeal Ref: APP/E2340/A/10/2137243

Forest of Bowland Leisure Park, Roughlee, Nelson, BB9 6NR

- The appeal is made under section 78 of the Town and Country Planning Act 1990 against a refusal to grant planning permission under section 73 of the Town and Country Planning Act 1990 for the development of land without complying with conditions subject to which a previous planning permission was granted.
 - The appeal is made by Mr Tom Hill against the decision of Pendle Borough Council.
 - The application (ref: 13/10/0260P) dated 13 May 2010, was refused by notice dated 15 July 2010.
 - The application sought planning permission for 'variation of condition 1 of planning permission 10379 to allow year round operation of holiday park' without complying with conditions attached to planning permission (ref: 13/09/0539P), dated 9 February 2010.
 - The conditions in dispute are nos. 1 and 6 which state that:
 - 1) The use of the land as a caravan site may be continuous, but no caravan, with the exception of two warden's caravans, shall be occupied for more than 11 months in a year. This period of vacancy shall be a 4 week consecutive period each year.
 - 6) A register shall be maintained on-site indicating the time periods (which shall not be less than a 4 week (consecutive) period in each year) when each of the units will be un-occupied and the details of each occupant's/owner's residence. The register shall be made available, at all reasonable times, for inspection by Council officers.
 - The reasons given for the conditions are:
 - 1) To prevent permanent residential use of the units in an area where permanent residences are not supported by planning policies.
 - 6) To ensure that a unit does not become a permanent residence, which [would] be contrary to policy for the area.
-

Decision

1. I allow the appeal, and vary the planning permission (ref: 13/09/0539P) for 'variation of condition 1 of planning permission 10379 to allow year round operation of holiday park' at the Forest of Bowland Leisure Park, Roughlee, Nelson, BB9 6NR granted on 9 February 2010 by Pendle Borough Council, by deleting conditions 1 and 6 and substituting for them the following conditions:
 - 1) All caravans, other than the two warden's caravans, shall be occupied for holiday purposes only and not as any person's sole or main place of residence.
 - 2) The owners/operators of the site shall maintain an up-to-date register of the names of all owners/occupiers of individual caravans on the site, and of their main home addresses. The register shall be made available at all reasonable times for inspection by officers of the local planning authority.

Clarifications

2. Planning permission (ref: 10379) was granted for the use of land as a caravan site with two caravans for permanent residence on 18 January 1965, subject to a condition which restricted the use of the site except the wardens' caravans to the period of 1 March to 31 October. The permission (ref: 13/09/0539P) allows for the site to be open all year, but the disputed conditions set different limits on the periods of occupancy.
3. In my view, the planning permission (ref: 13/09/0539P) is not clearly worded. Under s57(1) of the *Town and Country Planning Act 1990* as amended, permission is required for development, which is defined in s55. "Variation of condition 1..." does not describe development within the meaning of s55.
4. Where a planning application or appeal is made in relation to s73, the existing permission remains extant and unaltered, whatever decision is made in respect of conditions. Thus, it is not for me to change the description of development as permitted under ref: 13/09/0539P. I would interpret the permission, however, as relating to the use of land for a caravan site with two caravans for permanent residence, without compliance with a condition attached to permission ref: 10379 but subject to new conditions.
5. It is proposed to vary conditions 1 and 6 attached to permission ref: 13/09/0539P so as to delete the references to four week consecutive periods of vacancy.

Main Issue

6. I consider that the main issue is whether conditions 1 and 6 are reasonable and necessary, having regard to planning policies for development in the countryside.

Reasons

7. The appeal caravan site lies within open countryside as designated by the *Replacement Pendle Local Plan 2001-2016* (LP), and within the Forest of Bowland Area of Outstanding Natural Beauty (AONB). LP Policy 1 permits development for tourist accommodation, but not permanent market housing outside of defined settlement boundaries. Government guidance in *Planning Policy Statement 7: Sustainable Development in Rural Areas* (PPS7) suggests that the focus for new housing in rural areas should be on existing towns and identified service centres, and that new house building in the countryside should be strictly controlled.
8. *Circular 11/95: the Use of Conditions in Planning Permissions* (C11/95) and the *Good Practice Guide on Planning for Tourism* (GPGPT) note that demand for self-catering holiday accommodation may occur in areas where the provision of permanent housing would be contrary to local or national policies. In such circumstances, it may be reasonable for the local planning authority to permit the holiday accommodation as an exception to these policies, subject to a condition restricting its use to holiday (or seasonal) accommodation only.
9. I have found that permission ref: 13/09/0539P should be considered as relating to the use of land for a caravan site. The caravans are intended for holiday use and the permission was granted to provide for local benefits from tourism. However, I saw caravans for sale at the site; the units are generally owned privately rather than let out by the appellant. Given the policy context, it was reasonable and necessary for the Council to impose new occupancy conditions on the permission, so as to prevent the use of the non-wardens' caravans as permanent residences. The reasons for imposing the disputed conditions were sound.

10. That does not mean, however, that the conditions themselves are appropriate. In my view, condition 1 would fail to prevent the use of caravans as permanent dwellings. It would allow the caravans to be occupied by the same persons for 11 months of the year, as their sole or main residences, so long as they also go away for a four week holiday. Such a scenario is not so unlikely in an AONB, where there are restrictions on house building but it would be desirable to live. Thus, condition 1 does not address the concerns of the Council or local residents, or the provisions of LP Policy 1, PPS7, C11/95 and the GPGPT.
11. I consider that condition 1 should be replaced with a standard holiday occupancy condition, drafted in accordance with the GPGPT, which expressly states that caravans on the site shall only be used for holiday purposes and not as a person's main or sole place of residence. Such a condition would suffice to prevent any permanent residential use. It is not necessary to also require that the caravans be unoccupied for four week consecutive periods – and imposing such a condition would in my view place an unreasonable restriction on the appellant.
12. I also consider it unnecessary to limit occupation of the caravans to 11 months of the year. The Council has given little explanation for this part of condition 1, save that it would 'emphasise the holiday nature of the units'. The Council is not seeking to control *when* any caravan should be unoccupied. The appellant does not object to the 11 month clause, but C11/95 advises that agreement to a condition does not make it reasonable. Since a holiday occupancy condition would prevent use of the caravans as permanent dwellings – the Council's key objective – I find that other occupancy constraints could not be justified.
13. The Council suggests that having fixed 'closed' periods would make condition 1 easier to enforce. But a holiday occupancy condition could be just as simply enforced in the same way – by requiring the operators of the site to maintain and allow inspections of a register of owners/occupiers and their main addresses. It is reasonable and necessary to retain condition 6 for such enforcement purposes, but I shall vary it to reflect the GPGPT and omit references to periods of occupation.
14. I conclude that it is necessary to prevent permanent residential use of the (non-wardens') caravans on this site, but condition 1 would be ineffective to that end. I shall replace condition 1 with a holiday occupancy condition, and vary condition 6 accordingly, so as to comply with LP Policy 1, PPS7, C11/95 and GPGPT. Doing so would not conflict with LP Policies 2 or 40, which aim to safeguard the AONB and support new tourist facilities of an appropriate scale in rural areas.
15. For the reasons given above, and having regard to all the other matters raised, I conclude that the appeal should be allowed in the terms set out in the formal decision above.

Jean Russell

INSPECTOR



Appeal Decision

Site visit made on 8 March 2010

**by Graham Edward Snowden BA BPhil
Dip Mgmt MRTPI**

**an Inspector appointed by the Secretary of State
for Communities and Local Government**

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**Decision date:
19 March 2010**

Appeal Ref: APP/C9499/A/09/2117805

Hawkswick Cote Caravan Park, Hawkswick, Skipton, North Yorkshire BD23 5PX

- The appeal is made under section 78 of the Town and Country Planning Act 1990 against a refusal to grant planning permission under section 73 of the Town and Country Planning Act 1990 for the development of land without complying with a condition subject to which a previous planning permission was granted.
- The appeal is made by North Dales LLP against the decision of the Yorkshire Dales National Park Authority.
- The application Ref C/39/10N, dated 13 May 2009, was refused by notice dated 16 October 2009.
- The application sought planning permission for the use of land for the stationing of holiday caravans (35 static and 12 touring) without complying with a condition attached to planning permission Ref C/39/10M, dated 4 February 1998.
- The condition in dispute is No 3 which states that: the site shall only be occupied from 1st March to 14th November each year.
- The reason given for the condition is: to ensure that the occupancy of the site is restricted in order to prevent permanent residential accommodation.

Decision

1. I allow the appeal and grant planning permission for the use of land for the stationing of holiday caravans (35 static and 12 touring) at Hawkswick Cote Caravan Park, Hawkswick, Skipton, North Yorkshire BD23 5PX in accordance with the application Ref C/39/10N dated 13 May 2009, without compliance with condition number 3 previously imposed on planning permission Ref C/39/10M dated 4 February 1998 but subject to the other conditions imposed therein, so far as the same are still subsisting and capable of taking effect and subject to the following new conditions:
 - 1) The caravans shall be occupied for holiday purposes only and shall not be occupied as a person's sole or main place of residence. The operators of the caravan park shall maintain an up-to-date register of the names of all owners of caravans on the site and of their main home addresses and shall make this information available, at all reasonable times, to the local planning authority.
 - 2) The development hereby permitted shall not commence until there has been submitted to, and approved in writing by, the local planning authority, a scheme of landscaping for the site. This scheme shall provide details of the following:

- all existing trees, hedgerows and other plants, walls, fences and other features, which it is proposed to retain on site and on adjoining land in the ownership of the applicant;
- the area(s), whether within or adjacent to the site to which this permission relates, in which new planting of trees and/or shrubs will take place, the species of plant(s) to be used, their size, number, spacing and the means to be used to support and protect them;
- other landscaping treatments to be carried out or features to be created, including remodelling of existing landforms, surface treatments and means of enclosure.

The approved landscaping scheme shall be carried out and completed in the first planting season following the commencement of the development. Any trees/shrubs planted in accordance with the approved landscaping scheme, which, within a period of five years from the planting taking place, die, are removed or become seriously damaged or diseased, shall be replaced in the next planting season with others of similar size and species, unless the local planning authority give written consent to a variation of the scheme.

- 3) The development hereby permitted shall not commence until the light bulbs in the existing 16 low level lights installed within the caravan park have been replaced with 40 watt bulbs. Such illumination levels shall be retained in perpetuity and no further public lights shall be installed without the prior written approval of the local planning authority.

Preliminary Matters

2. I am advised that the appeal site is currently subject to a section 106 Agreement, the terms of which would have a similar effect in terms of occupancy restriction as the condition in dispute at this appeal. I understand that an application to modify the terms of this Agreement has recently been refused by the Council. This, however, is not a matter, which is before me, and has not influenced my decision at this appeal.
3. In addition, the appellant company (developer/owner) has now submitted, with this appeal, a draft planning obligation in the form of a section 106 Agreement with the National Park Authority (NPA). Under the terms of this document, the developer covenants with the Authority to perform the obligations set out in the Third Schedule. These include the replacement of bulbs in the external lights on the site, maintenance of a register of individual caravan owners and submission of details of a landscaping scheme and its subsequent implementation and maintenance. Although there are some errors in the wording of the document (for example the details of the application are set out in the Third rather than Second Schedule), I consider that it would achieve its intended purpose and be enforceable.
4. However, the obligation remains unsigned and undated and I can, therefore, give it very little weight at this appeal. Furthermore, it covers matters, which could also, in my view, be covered by the imposition of conditions. Having regard to the advice in paragraphs 12 of Circular 11/95 and B51 of Circular 05/2005, which indicate that conditions, where appropriate, are always

preferable to obligations I consider that these matters should be addressed through the imposition of conditions, as set out below.

Main issues

5. The main issues are, firstly, the effect of all year round occupancy of the caravan park on the living conditions of nearby residents particularly in terms of noise and disturbance and light pollution and, secondly, whether permanent residential, occupancy could be satisfactorily controlled in other ways.

Reasons

Living conditions of nearby residents

6. Hawswick Cote Caravan Park is located in an isolated location within Littondale, which is accessed by a narrow road along the valley from the B6160. This is not a through route and, given the sparse population within the area, I would expect it to carry very little vehicle traffic, apart from that accessing the caravan park itself and the village of Arncliffe beyond. The nearest residential properties are at the converted Hawswick Cote Farm, which lies to the north and is separated from the caravan park by a large field. Further north is Arncliffe Cote. All these properties are set back from the main roadway, from which they are accessed by narrow tracks. Vehicle access to the caravan park would not pass these residential properties. I do not consider, therefore, that extended use of the park into the winter months would be likely to result in increased noise and disturbance from vehicles for nearby residents, particularly as 75% of the caravans on the park are static, so the majority of additional vehicle movements would involve private cars.
7. I appreciate the value to local residents of the tranquil setting and their desire for some respite from the noise and disturbance from activity on the adjacent site, during the winter months. However, the nearest property is separated from the caravan park by a large field. Furthermore, I would expect activity to be limited during the winter months and to be less than that during the summer, particularly in the evenings when such activity might cause the most disturbance. This appears to be borne out by the limited level of activity I witnessed on the site during my site visit in early March. I, therefore, have to conclude that extending the usage of the park would be unlikely to lead to increased noise and disturbance to levels, which would adversely affect the living conditions of nearby residents.
8. In terms of light pollution, I am satisfied that, given the separation distances, light from the individual caravans is unlikely to be a significant source of nuisance. The public lighting within the park is low level and the appellants have offered to reduce the intensity of this, as part of a management plan. I consider that this could be secured through the imposition of a condition, as could any increased screening of the site, through landscaping. Whilst the tight relationship of most of the pitches to the northern boundary would clearly limit the scope for additional planting, I consider that some would be possible and the effect of this, taken together with control over the intensity of public lighting, would contain any potential light pollution within acceptable levels.
9. On this issue, therefore, I conclude that the effect of all year round occupancy would not have a detrimental effect on the living conditions of nearby residents

particularly in terms of noise and disturbance and light pollution and that the requirement of Policy GP2 in the Yorkshire Dales Local Plan (Local Plan) that proposals should not have an unacceptable impact on neighbouring amenity, would be satisfied.

Control over permanent residential occupancy

10. Given national, regional and local policy to protect the countryside and to ensure sustainable patterns of development, I accept that controls to prevent all year round occupancy are essential. The condition in dispute achieves that, by preventing occupancy between mid November and the beginning of March.
11. However, that condition, in my view, unduly restricts occupancy in an era of changed holiday trends towards short stay breaks outside the traditional holiday season – a trend, which is recognised in national policy guidance. In addition, at a regional level, the Yorkshire and Humber Plan (RSS) includes Policy E6, which seeks to promote, support and encourage tourism by, among other things, making best use of existing tourist infrastructure. The appeal proposal would do exactly that and, in my view, is, in principle, acceptable, provided that a mechanism exists to prevent permanent residential occupancy.
12. The appellants have drawn my attention to conditions set out in Annex B in the *Good Practice Guide on Planning and Tourism*, which can secure this. Having regard to the advice in Circular 11/95, I consider that such conditions would be appropriate in this instance and note that similar conditions have been used by Inspectors in appeal decisions, to which my attention has been drawn. I do not share the NPA's concern that such conditions would be difficult to monitor or enforce.
13. I, therefore, conclude that permanent residential occupancy could be satisfactorily controlled in ways, other than by the condition in dispute.

Other considerations

14. The appeal site is within the Littondale Barns and Walls Conservation Area. However, it is no part of the NPA's case that the proposal would be harmful to the character or appearance of the Conservation Area. I agree.
15. I have taken into account other objections submitted by local residents and the Parish Council. I accept that driving conditions in this area, in the winter months, may be more difficult, but the access from the B6160 is via a publicly maintained highway, which follows a reasonably flat gradient through most of its length. Whilst it is possible that increased traffic may cause some inconvenience, I am far from convinced that the level and nature of increased traffic during the winter months would be a danger to road users. I have also seen no real evidence that the increased usage of the caravan park would create undue pressure on local infrastructure.
16. One objector refers me to the criteria set out in Local Plan Policies VF4 and 5. These, however, relate to new sites for static and touring caravans. The Hawkswick Cote site is already established and I consider these policies to be of limited relevance in the context of this appeal.

17. None of these issues, or any other matter raised (including issues of increased litter and dog fouling of public rights of way, which can be controlled under other legislation), affect my conclusion that the appeal should succeed.

Graham E Snowden

INSPECTOR



MERSEA ISLAND
Holiday Park

Holiday Home PURCHASE AGREEMENT

Customer Copy

Version 3 : 05.02.2016

**THIS PAGE IS TO BE REPLACED
WITH THE CARAVAN PURCHASE
AGREEMENT**

HOLIDAY HOME PURCHASE AGREEMENT

TERMS AND CONDITIONS OF CARAVAN PURCHASE

1. Agreement to Purchase and Cancellation Rights

- 1.1 Away Resorts is pleased to accept your order as set out in this Agreement. You are encouraged to take time to read all the details of this Caravan Purchase Agreement and the related Pitch Licence Agreement. If you decide not to proceed within a period of 5 days from the date of this order, you can cancel by giving us notice in writing without penalty.
- 1.2 If you breach this agreement by cancelling beyond the 5-day "cooling off" period, we will be entitled to recover our losses incurred in consequence. Losses may include, but not be limited to: administration, finance cancellation charges, caravan transport, siting, connection, accessory items, etc.
- 1.3 Away Resorts may cancel this agreement if you fail to pay any outstanding balances by the dates they are due for payment.
- 1.4 In the event that Away Resorts are unable to supply the caravan for any reason, we reserve the right to cancel this agreement. In this instance, we will refund all sums paid by the purchaser in full. No responsibility will be accepted for any resulting loss suffered by the purchaser, except where Away Resorts have been negligent.
- 1.5 If you have chosen to take finance to purchase the caravan via Away Resorts that is refused, we will refund all sums paid by you. In the event that you cancel this agreement beyond the 5-day "cooling off" period, you will be responsible for any cancellation charges levied by the finance provider.

2. Taking ownership of your caravan and your rights

- 2.1 We will notify you in writing when the Caravan is sited and ready for use. Any date given for the Start Date is approximate only and we shall not be liable for any delay if this occurs as the result of any cause beyond our reasonable control.
- 2.2 We expect you to pay the balance due for the purchase of the Caravan within 28 days after we have notified you under clause 2.1 above that it is ready for use. If you do not pay the balance due within 28 days after the day we inform you the Caravan is ready for use, we reserve the right to charge interest at 4% per annum over base rate from time to time of a London clearing bank nominated by us to cover the period from the end of that month until payment actually takes place.
- 2.3 If the rate of value added tax changes between the date of your order and the date of completion, we will make the necessary adjustments to the amount of value added tax charged to you.
- 2.4 Ownership of the Caravan and risk of damage to or loss of the Caravan shall pass to you upon payment of the balance due actually taking place. You should therefore make your insurance arrangements to come into effect from that time. Please check your Pitch Licence Agreement to ensure you meet the insurance requirements and ask us about cover that may be available through us.

3. Customers who are part exchanging their caravan (or "other items"):

- 3.1 You as the purchaser agree to transfer the Part Exchange Caravan or item to Away Resorts in part payment for

the Caravan you are buying. You will not be allowed to take up occupancy of the Caravan that is subject to this Agreement until the Part Exchange Caravan or item has been delivered to and accepted by the Company.

- 3.2 The Purchaser agrees to deliver the Part Exchange Caravan or item to the Park on or before the date the new caravan is ready. Ownership of the Part Exchange Caravan or item and the risk of loss or damage to it shall pass to the Company only upon its acceptance by the Company.
 - 3.3 The Company will not sell the Part Exchange Caravan or item until the Purchaser takes occupancy of the new Caravan, or 14 days after the date of this Agreement whichever is sooner.
 - 3.4 The amount of the part exchange value is set out on the Caravan Purchase Agreement and includes all fixtures contained in the Part Exchange Caravan. You acknowledge that the part exchange value may be more than the price that would be obtainable for the Part Exchange Caravan on the open market.
 - 3.5 In the event that this Agreement is terminated after the Part Exchange Caravan has been sold, the Purchaser will be refunded a sum of money equivalent to the value of the Part Exchange Caravan by reference to the "Glass's" Trade Price from the Glass's Guide current at the time of refund, or, if the Caravan is not shown in Glass's Guide, the best of 3 trade quotes arranged by Away Resorts. If an item has been sold, the best of three trade quotes arranged by Away Resorts and taken as the accepted value.
 - 3.6 The Company reserves the right by written notice to reduce the part exchange allowance if the Part Exchange Caravan or item deteriorates in condition before its delivery to the Company or is not as described.
 - 3.7 You, the Purchaser confirm that the Part Exchange Caravan or item is free from any mortgage, lien, hire purchase arrangement or any other arrangement under which any third party has any rights over the Part Exchange Caravan.
 - 3.8 If this Agreement is cancelled and the Part Exchange Caravan or item has not been sold Away Resorts will, as soon as practicable, return the Part Exchange Caravan or item to the Purchaser. That is unless any outstanding finance charges has been settled by the us on behalf of you the Purchaser, in which case you shall promptly pay to Away Resorts the amount of those charges and we will return the Part Exchange Caravan or item to you on receipt of that payment. In the event that the Part Exchange Caravan has already been sold you the purchaser will receive a sum equivalent to the valuation of the Part Exchange Caravan or item calculated as set out in paragraph 3.5 above or we will attempt to find a similar replacement caravan or item.
4. Any 'special arrangement' that has been made between you and any Away Resorts team member that you believe are part of this Caravan Purchase Agreement must be noted the Special Arrangements section of the invoice. Away Resorts will rely on the contents of this section as written evidence of an agreement in the event of any dispute with regard to Special Arrangements/Agreements.

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

HOLIDAY HOME PURCHASE AGREEMENT

GUARANTEED INCOME AGREEMENT



Break Start Date	Break Start Day	Duration
25-Mar	Fri	3
28-Mar	Mon	4
01-Apr	Fri	3
04-Apr	Mon	4
08-Apr	Fri	3
11-Apr	Mon	4
15-Apr	Fri	3
18-Apr	Mon	4
22-Apr	Fri	3
25-Apr	Mon	4
29-Apr	Fri	3
02-May	Mon	4
06-May	Fri	3
09-May	Mon	4
13-May	Fri	3
16-May	Mon	4
20-May	Fri	3
23-May	Mon	4
27-May	Fri	3
30-May	Mon	4
03-Jun	Fri	3
06-Jun	Mon	4
10-Jun	Fri	3
13-Jun	Mon	4
17-Jun	Fri	3
20-Jun	Mon	4
24-Jun	Fri	3
27-Jun	Mon	4
01-Jul	Fri	3
04-Jul	Mon	4
08-Jul	Fri	3
11-Jul	Mon	4
16-Jul	Sat	7
23-Jul	Sat	7
30-Jul	Sat	7
06-Aug	Sat	7
13-Aug	Sat	7
19-Aug	Fri	3
22-Aug	Mon	4
26-Aug	Fri	3
29-Aug	Mon	4
02-Sep	Fri	3
05-Sep	Mon	4
09-Sep	Fri	3
12-Sep	Mon	4
16-Sep	Fri	3
19-Sep	Mon	4
23-Sep	Fri	3
26-Sep	Mon	4
30-Sep	Fri	3
03-Oct	Mon	4
07-Oct	Fri	3
10-Oct	Mon	4
14-Oct	Fri	3
17-Oct	Mon	4
21-Oct	Fri	3
24-Oct	Mon	4
28-Oct	Fri	3
Totals		

Value Caravan 6	Value Caravan 8	Comfort Caravan 6	Comfort Caravan 8	Superior Caravan 6	Superior Caravan 8	Luxury Caravan 6	Luxury Caravan 8
80	87	89	93	111	117	125	131
62	68	69	73	86	91	97	102
62	68	69	73	86	91	97	102
62	68	69	73	86	91	97	102
27	30	30	32	38	40	42	45
23	25	26	27	32	34	36	38
24	26	27	28	33	35	37	39
23	25	26	27	32	34	36	38
35	38	39	41	49	52	55	58
23	25	26	27	32	34	36	38
64	70	71	75	89	94	100	105
25	27	27	29	34	36	39	41
28	31	31	33	39	41	44	46
25	28	28	30	35	37	40	42
28	31	31	33	39	41	44	46
25	28	28	30	35	37	40	42
31	34	34	36	43	45	48	50
28	31	31	33	39	41	44	46
80	87	89	93	111	117	125	131
80	87	89	93	111	117	125	131
53	58	59	62	74	78	83	87
45	49	50	52	62	65	70	73
53	58	59	62	74	78	83	87
45	49	50	52	62	65	70	73
58	63	64	67	80	84	90	94
52	57	58	61	73	76	81	85
71	77	79	83	99	104	111	116
60	66	67	70	84	88	94	99
71	77	79	83	99	104	111	116
60	66	67	70	84	88	94	99
77	84	86	90	107	113	120	126
68	74	75	79	94	99	105	111
133	145	148	155	185	194	207	218
212	232	236	248	295	310	331	347
212	232	236	248	295	310	331	347
212	232	236	248	295	310	331	347
212	232	236	248	295	310	331	347
133	145	147	155	184	194	206	217
133	145	147	155	184	194	206	217
133	145	147	155	184	194	206	217
71	77	79	83	99	103	110	116
62	68	69	73	87	91	97	102
60	66	67	71	84	88	94	99
56	61	62	66	78	82	88	92
49	54	55	58	69	72	77	81
45	49	50	53	63	66	70	74
45	49	50	53	63	66	70	74
23	25	26	27	32	34	36	38
26	29	29	31	36	38	41	43
21	23	24	25	30	31	34	35
26	29	29	31	36	38	41	43
21	23	24	25	30	31	34	35
26	29	29	31	36	38	41	43
21	23	24	25	30	31	34	35
80	87	89	93	111	117	124	131
80	87	89	93	111	117	124	131
26	29	29	31	36	38	41	43
3,799	4,153	4,226	4,446	5,284	5,558	5,930	6,228

Remember to circle each break being retained by the Customer or that is a lost break. Any week not circled will be available to let by Away Resorts.

Enter the Gross Guaranteed Letting Income for the category of caravan chosen in the relevant box on the right. Enter the total of any income lost prior to the purchase ("Lost Income") and the total of income lost due to the purchaser's own use ("Own Use"). Deduct Lost Income and Own Use, together with Advanced Letting Income outstanding on any current Agreement, ("P/X Income"), from Gross Income to arrive at the Guaranteed Letting Income.

DETAILS OF OWNER	DETAILS OF CARAVAN	LETTING DETAILS
Name:	Make:	Bedr's:
	Model:	Grade:
Account:	L: W: Yr:	Pitch:

Gross Income	£
Less Lost Income	£
Less Own Use	£
Less P/X Income	£
Guaranteed Letting Income	£
Amount to Owners Account	£
Amount to Sales Transaction	£

HOLIDAY HOME PURCHASE AGREEMENT

TERMS & CONDITIONS OF GUARANTEED INCOME AGREEMENT

The Park provides facilities and accommodation for family holidays and short breaks. The Company, trading as "Away Resorts", provides a letting agency service for caravan owners whereby holiday accommodation can be let to holidaymakers in return for a commission.

Under this Guaranteed Letting Agreement, the Purchaser named on the Caravan Purchase Agreement (referred to below as "you" or "your") wishes to purchase the Caravan specified ("the Caravan") by taking advantage of this letting service and applying the letting income against the purchase price of the Caravan or credited to your account.

Specific Terms And Conditions

1. This Agreement is conditional on:

- 1.1 the value of the cash deposit of the total purchase price of the Caravan being £1,000 min.
- 1.2 the Caravan being no older than seven years old at the date of this Agreement; and
- 1.3 the acceptance of any finance proposal for the purchase of the caravan.

2. You agree to let the Caravan to holidaymakers through Away Resorts who are acting as your agents for this purpose.

3. Away Resorts will provide the following services:

- 3.1 a full colour brochure and all necessary advertising;
- 3.2 enter into all correspondence with the holidaymaker;
- 3.3 all key-handling services;
- 3.4 cleaning of the Caravan in between lettings; and
- 3.5 replace breakages, equipment and renew Calor Gas cylinders when empty

4. You must ensure that:

- 4.1 the Caravan is of high standard, of modern design, clean

and smart in appearance inside and out and conform to the grading in the Away Resorts brochure;

- 4.2 the Caravan is fully equipped with cutlery and with kitchen, cooking and cleaning equipment for the number of people it will sleep; and

- 4.3 the Caravan is adequately insured against all loss, injury or damage

5. Any gas and electricity consumed will be charged to your account at the end of the season to which this Agreement applies. Such charges are payable by you upon rendering of account.

6. Replacements of missing and/or damaged inventory items and repairs to the Caravan which are required to maintain the Caravan to the letting standard of Away Resorts, will be charged to your account and are payable by you upon rendering of account.

7. The Gross Income stated overleaf has been calculated by taking the tariff charges* as printed in the Away Resorts brochure and deducting VAT, handling charges, average discounts offered and facility passes and linen where applicable.

8. The Guaranteed Letting Income stated overleaf will be deducted from the purchase price of the Caravan, or if applicable, credited to your account at the end of the season to which this Agreement relates.

9. Where the purchase price for the Caravan is not fully paid by the due date, the Gross Income shown overleaf will be reduced by adding to the Lost Income stated overleaf the tariff charges for any further weeks lost before the purchase price is paid in full.

10. This Agreement is only applicable to the first twelve months of your ownership of the Caravan and will expire at the end of that 12 month period.

11. This Agreement supersedes any existing Guaranteed Letting Agreement which may be in place with you.

* Prices correct at the time of going to press

SIGNATURES: Only sign this legally binding Caravan Purchase Agreement if you fully understand its terms and conditions.

Invoice Number:

Park Manager or Representative Signature:	Print Name:	Date:
BUYER(S) (all parties must sign):	Print Name:	Date:

There should be two signed copies of this agreement, one kept by the buyer and one kept by the seller (Park).



MERSEA ISLAND
Holiday Park

Holiday Home
PITCH LICENCE
AGREEMENT

Customer Copy

Version 3 : 05.02.2016

**THIS PAGE IS TO BE REPLACED
WITH THE CARAVAN PURCHASE
AGREEMENT**

HOLIDAY HOME PITCH LICENCE AGREEMENT

SUMMARY OF SOME IMPORTANT TERMS OF THIS LICENCE AGREEMENT TO KEEP THE CARAVAN ON THE PITCH:

Agreement Period Starts:

Agreement Period Ends:

Rate of commission payable to us if you sell the caravan to someone else on the pitch it is on:

No more than 15% (plus VAT) of the sale price

Right to Replace the Caravan:

Your right to replace the Caravan under this Agreement is limited to replacement only following destruction by fire, natural disaster or other similar occurrence.

No use as a permanent residence:

The Caravan is for holiday and recreational use only. It would be a breach of this Licence Agreement if the Caravan were to be occupied as a permanent residence. The consequences of breaching this Licence Agreement are set out in clause 4.2. Caravans are not designed for permanent occupancy.

You may use the caravan each year from:

1st February

Until:

31st December

Park Rules:

You must comply with the Park Rules (copy included).

Insurance:

You must insure the Caravan in accordance with clause 4.5.

Hiring out your caravan:

You are permitted to hire out your caravan for holiday and recreational use only. If this is through the Away Resorts agency it will be subject to a separate agreement between you and us. Please note Away Resorts only accepts Holiday Homes that are less than 7 years of age and that are of a suitable quality. Further details can be found in the Guide to Managed Letting.

HOLIDAY HOME PITCH LICENCE AGREEMENT

PART I - ANNUAL CHARGES RELATE TO 2016 & ARE REVIEWED ANNUALLY

Pitch Fee Bands:	Full Annual Pitch Fee	* Loyalty Discount	Net Pitch Fee
Standard:	£4,305.00	(£705.00)	£3,600.00
Premium:	£4,665.00	(£705.00)	£3,960.00
Premium Plus:	£4,845.00	(£705.00)	£4,140.00
Sea View Pitch:	£5,265.00	(£705.00)	£4,560.00

You may use the caravan each year from	1st February	Until:	31st December
Pitch Fee Year Starts:	1st January	Pitch Fee Years Ends:	31st December
Review & Pitch Fee notifications:	September each year	Next Review Date:	Mid September 2016

***Loyalty Discount:** A Pitch Fee Reduction is applicable to Caravan Owners who have purchased a Caravan owned by Away Resorts direct from Away Resorts. The discount is not available to Caravan Owners who have purchased a Caravan from any other source including a Caravan Owner who purchases a caravan where Away Resorts acted as the sales agent for a private owner. It is also not available to family members who have acquired a Caravan from another family member by transfer.

Existing Customers will retain their current Pitch Fees unless moving to a New Development or a Premium or Premium Plus Pitch, in which case the Pitch Fees will increase to the New Customer level applicable at the time of the move.

A review of the Pitch Fees takes place annually and we write to Caravan Owners in September notifying them of the revised charge for the following season. Pitch Fees are currently payable by one of the following methods:

Single Payment: Pay by a single payment in advance on or before the 31st January immediately preceding the season to which it relates and no additional charge applies.

Ten Monthly payments: by continuous Direct Debit: With this scheme we total an assessment of all the annual charges including your insurance premium, General Rates and Water Charges (estimated value), Gas and electricity consumption plus a 6% administration fee and we Direct Debit your bank account with this total equally over ten months. (The administration fee will be higher if you join after the scheme start date and may be subject to annual variation.)

Overdue Payments: If any sum remains outstanding on your account for at least two months and we have made three written demands for payment, we may disconnect the services to the Caravan until the outstanding sums are paid.

General Rates and Water Charges

The charge for local authority rates is based upon the average rateable value of each Caravan and the charge for water is levied by the Local Water Company based on a domestic dwelling. Charges fall due on 1st April.

Electricity (Metered Supply):

Electricity is supplied to the caravan via a meter and the availability charge and the electrical units consumed by the owner

are invoiced periodically at the price the park pays to the electric provider. The invoice is payable within 14 days of receipt.

Gas

Bottled Gas: is available for purchase in various sizes at the Manufacturers' Recommended Retail Price, with free delivery. Current prices are available at the Park Office.

Piped Gas: will be charged at an amount per litre applicable to a domestic dwelling based upon meter readings, or the average consumption of the Caravans sharing the same supply tank. Gas is invoiced periodically in arrears. The invoice is payable within 14 days of receipt.

Repairs and Replacements

Most types of repairs can be arranged - please ask at the Park Office for further details. Replacement items of equipment are also available. Any invoices for repairs and replacements are payable within 14 days of receipt.

Winterisation

Each winter we will send you a reminder letter that offers a variety of services to protect your holiday home. We can offer you a wide range of services and protection measures to avoid the hassle of cleaning and employing contractors yourself. For example a drain Down. For the 2015-2016 season this is charged at £80

Caravan Insurance:

The Away Resorts recommended Insurance Policy runs from 1 Jan to 31 December annually. Renewal premiums are billed to Caravan Owners annually in December and is payable within 14 days of receiving the invoice. Insurance is provided on a 'New for Old' basis, being charged at the rate of £13 per £1,000 of the new equivalent replacement caravan value.

If you decide to obtain cover with an independent insurer then, regardless of the dates of annual renewal for that cover, you must provide the Park with proof of comparable cover with that provided by Away Resorts between the 1st and 14th October for audit purposes and to copy for retention in our records.

Intruder Alarm - Connection, Response & Monitoring

Where your holiday home is fitted with an intruder alarm supplied by Away Resorts it will be connected to a central system

HOLIDAY HOME PITCH LICENCE AGREEMENT

that ensures the alarm can be monitored and responded to as necessary. The charge for this service will be £115-00 annually. In the event this remains unpaid or there are false alarms caused by misuse, Away Resorts reserves the right to disconnect the alarm from the system.

Holiday Hire Charges

We offer a full holiday hire service that is subject to a separate agreement between us. Should you wish to hire your Caravan through Away Resorts further details are available in the 'Holiday Home Letting Guide', copies of which are available from Guest Services.

Private Holiday Hire - Entertainment and Facility Passes

Where you hire the caravan other than through the Away Resorts Holiday Hire Service, Away Resorts will charge for facility & entertainment passes to those to whom the Caravan is hired prior to their arrival at the Park. The current charges are as follows and are per caravan per holiday up to 8 people:

Short Break	Full Week
£10	£20

Owner Facility Passes

Holiday home owners are entitled to receive passes, up to the number of berths of the caravan, that allow free entrance into the facilities and clubs for all normal sessions. These passes are renewable annually. Once issued, replacement & additional passes can be purchased (subject to availability), in certain circumstances, for £50 per adult and £25 per child. Away Resorts reserves the right to make a reasonable charge for additional special events.

The facilities and entertainment are subject to change and are generally available on the dates indicated in the holidaymaker brochure that we published each year.

Review Dates

The charges in this section are reviewed annually in line with clause 8 of this Agreement for the following season and you will be notified as appropriate.

Pitch Services

Electricity: Separate charge - see Annual Charges Schedule

Gas: Separate charge - see Annual Charges Schedule

Water and Sewage: Separate charge - see Annual Charges Schedule

Ground Maintenance: Included in Pitch Fee - no additional charge.

Waste Management: Included in Pitch Fee - no additional charge.

Land Drainage: Included in Pitch Fee - no additional charge.

Standard Disconnection Fee: From £325. Additional charges to be quoted for; removal of decking, sheds and use of a crane. Please ask for details

Note: We are responsible for the maintenance, testing and certification of the services connected to the Pitch up to and including; in the case of piped gas, the emergency shut-off valve or the final stage regulator, whichever is closer to the Caravan; in the case of water, the final stop valve and; in the case of electricity the final meter point, or its equivalent.

Part II

Terms and Conditions of this Pitch Licence Agreement

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

- 1.1 **"Agreement Period"** means the period shown as the Agreement Period in Part 1.
- 1.2 **"Caravan"** means the lodge or caravan holiday home described in the Caravan Purchase Agreement.
- 1.3 **"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 Pitch Licence Agreement sets out the procedure we and you must follow if you decide to sell the Caravan.
- 1.4 **"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 step-child of any person as his child.
- 1.5 **"Hire or 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).
- 1.6 **"Independent Surveyor"** means the surveyor appointed under clause 16 for the purpose of determining any dispute under clause 9 of this Pitch Licence Agreement or for the purpose of assessing the value of the Caravan under clause 13.
- 1.7 **"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.a., 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.
- 1.8 **"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 Pitch Licence Agreement is attached.
- 1.9 **"Pitch"** does not include any part of the Park except that on which the Caravan stands.
- 1.10 **"Pitch Services"** means the services that we provide for you as listed in Part 1.
- 1.11 **"Review Date"** means the day set out in Part 1 on which the Pitch Fee is changed under clause 8 of this Pitch Licence Agreement.
- 1.12 **"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 and other relevant statutes.
- 1.13 **"Away Resorts/we/our/us"** means the Park Owner described in the Caravan Purchase Agreement.
- 1.14 **"Working Days"** means Monday, Tuesday, Wednesday, Thursday and Friday, unless these are Bank Holidays.
- 1.15 **"you/your"** means the Caravan Owner described in Caravan Purchase Agreement. Where there is more than one person described as the Caravan Owner in this Pitch Licence Agreement each is fully responsible for the obligations under this agreement.

HOLIDAY HOME PITCH LICENCE AGREEMENT

2. Permission to keep the Caravan on the Pitch

- 2.1 We permit you throughout the Agreement Period to keep the Caravan on the Pitch at the Park in accordance with the terms of this Agreement and to use it for holiday and recreational purposes during the period each year described in Part 1.
- 2.2 This Licence Agreement is personal to you and may not be assigned or transferred to any other person:
- This Pitch Licence Agreement comes to an end when you sell or transfer the Caravan to anyone else including a Family Member.
 - However, we will give a new licence agreement on the terms set out in clauses 6 and 7 below, giving equivalent permission to keep the Caravan on the Pitch on terms no less favourable than those contained in this Licence Agreement:
 - ★ 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.
 - 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.
 - The benefits of any payment made in relation to the pitch fees and charges made under the previous Pitch Licence Agreement will be transferred to the new Pitch Licence Agreement.
- 2.3 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.
- 2.4 We will not be liable to you for any loss or damage to the Caravan or its contents unless the loss or damage has been caused by any negligence of Away Resorts, or our employees.

3. Our Obligations

We agree with you as follows:

- 3.1 We will use reasonable endeavours to provide, maintain and keep in good state of repair the Pitch Services to the Caravan during the period of use each year described in Part 1, 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.
- 3.2 We will only move the Caravan from the Park or the Pitch in accordance with the provisions set out in clauses 9, 11 and 13.
- 3.3 We will notify you of any changes to the Park Rules in writing as outlined in clause 14.
- 3.4 We will comply with our obligations if you terminate this Licence Agreement under clause 12.
- 3.5 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:

- 4.1 To comply with the terms of this Pitch Licence Agreement and the Park Rules.
- 4.2 To use the Caravan only for holiday and recreational purposes and not as your only or main permanent residence. In response to a written request you agree to produce to us satisfactory proof that your main residence is at the address registered with us (set out in Part 1 of this Licence Agreement), such as a current council tax bill or utility bill or driving licence in your name. You agree to inform us in writing of any change in your permanent address.
- 4.3 To pay the Pitch Fee and other charges due to us on the days set out in Part 1.
- 4.4 To pay to us interest at 4% per annum over base rate from time to time of a London clearing bank nominated by us on any undisputed sums that are overdue.
- 4.5 To continually maintain insurance cover for the Caravan against all usual risks including fire, explosion, storm or flood, theft or attempted theft, escape of water from any fixed domestic water or heating installation, malicious acts or vandalism, water freezing in any fixed domestic water or heating installation, etc.
- The sum insured for loss of or damage to the Caravan shall include the following:
 - ★ the retail price on the Park of a new caravan of a similar type and size to the Caravan, or the market value of the Caravan.
 - ★ the cost of replacing any existing ancillary structures (for example steps),
 - ★ the cost of clearing wreckage from the Pitch and disposing of the Caravan destroyed by fire, natural disaster or other similar occurrence, the cost of delivery, siting/connecting a new caravan (if not included in the retail price).
 - The sum insured for Property Owners Liability, Public and Employees Liability shall not be less than £2,000,000.
 - Unless you insure through our agency you agree to provide proof of insurance by providing us with a copy of your insurance details each year verifying the level of cover.
- 4.6 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 as appropriate. Valid copies of gas and electrical safety certificates are to be provided to us upon request.
- 4.7 To maintain the Pitch in a clean and tidy condition around the Caravan and that the area underneath the Caravan is kept clean and free of all material at all times.
- 4.8 Not to carry out any building works or installations at the Park or to alter, or erect any additions to the Caravan or, without our written permission, to erect any shed, hut, fence, structure, TV aerial or clothes line, or to connect

HOLIDAY HOME PITCH LICENCE AGREEMENT

any services or utilities to the Caravan. We will only withhold our consent to such works on reasonable grounds.

4.9 To maintain health and safety and the ambience of the Park, if written permission is given to alter or add to the Caravan or Pitch, you must use the services of one of a list of suppliers and contractors approved by us (which shall number at least 5) or such other supplier as we may consider suitable.

4.10 To give us written notice of any work to be carried out to the Caravan by external contractors at least seven days before the contractors start work (or in the case of emergency, as much notice as possible) 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.

4.11 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 Pitch Licence Agreement

4.12 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.

4.13 To comply with the provisions of clauses 6 and 7 below when selling or gifting the Caravan or when it is inherited.

4.14 To use the Caravan only during the period of year indicated in Part 1 of this Licence Agreement.

4.15 You permit us to enter the Caravan for any reasonable purpose such as in an emergency, or for security reasons, or to prevent the Caravan being or becoming a hazard or nuisance.

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:

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 supervise children and pets properly, so that they do not become a nuisance or danger to themselves or others.

5.3 To not:

- ★ commit any criminal offence at the Park or use the Caravan in connection with any criminal activity.
- ★ commit any acts of vandalism at the Park or create any nuisance.
- ★ use fireworks at the Park.
- ★ keep, carry or store combustible or explosive materials at the Park.
- ★ keep or carry any firearm or any other weapon at the Park.
- ★ use or allow the use of any unlawful drugs at the Park.
- ★ create undue noise or disturbance at the Park.
- ★ carry on any trade or business at the Park.
- ★ interfere with any commercial aspect of the Park.
- ★ 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.

5.4 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

6.1 You may sell the Caravan in one of three ways:

- a. To us if we agree.
- b. On the Pitch to a buyer approved by us in accordance with the provisions of clause 6.2.
- c. 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.

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

- 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 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 provide us with the name of the finance company and the reference number of the finance agreement.
- b. We will issue you with a Private Sale Agreement that acts as our only method of granting you formal approval to proceed with the sale of your Caravan.
- c. You arrange all relevant safety checks by competent contractors, for example for gas and electrical installations, to ensure the safety of the Caravan at the time of sale by you and to produce the certificates to us on request.
- d. You market the Caravan and find a buyer.
- e. You agree to write to us confirming 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, at that 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

HOLIDAY HOME PITCH LICENCE AGREEMENT

purchase the Caravan.

- f. 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.
- g. 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 deduction of any sums that are lawfully due to us under this Licence Agreement, discharging any finance outstanding on the Caravan of which you have notified us in writing and payment to us of the Commission and VAT.
- h. 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.
- i. 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 6.2 (g) unless we are proven to be in serious breach of our obligations under this Agreement
- j. 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.

6.3 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

- 7.1 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.
- 7.2 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:
 - ★ the Family Member permits us to seek confirmation of close family relationship, seek suitable references and to carry out appropriate enquiries, and
 - ★ the Family Member attends a meeting with us should we require one, and
 - ★ 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.

7.3 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).

7.4 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.

8. Review of Pitch Fees

- 8.1 On the Review Date we are entitled to change the Pitch Fee. We must give you at least one month's notice in writing before the Review Date of a change in the Pitch Fee.
- 8.2 We will give you a written explanation of the reasons for any increase that is proposed.
- 8.3 The proposed reviewed Pitch Fee will become payable with effect from the Review Date unless not less than 51% of the owners of caravans affected by a proposed increase in the Pitch Fee write to us objecting to the proposal within 28 days. If that happens then you and we shall take the following steps:
 - a. Until the reviewed Pitch Fee is determined, you will continue to pay the Pitch Fee in accordance with the terms of this Pitch Licence Agreement at the rate which was last payable under this Pitch Licence Agreement.
 - b. You will pay any shortfall between the rate at which Pitch Fees have been paid and the reviewed rate within 28 days after the reviewed Pitch Fee has been determined.
 - c. The question of the amount of the reviewed Pitch Fee will be determined either by agreement between you and us, or dealt with as a dispute under clause 16 below.
- 8.4 We will review the Pitch Fee having regard to the following criteria:
 - a. Any charges that 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.
 - b. Inflation.
 - c. Sums spent by us on the Park and/or its facilities for the benefit of the owners of caravans.
 - d. Changes in our operating costs including those brought about by changes in the law or regulatory change and by taxation.
 - e. Market rates for pitch fees.
- 8.5 Clause 16 below applies in the event of dispute over a proposed increase in the Pitch Fee. Where we review our charges so that you pay a separate charge for a service that 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

- 9.1 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 be-

HOLIDAY HOME PITCH LICENCE AGREEMENT

cause 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.

- 9.2 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.
- 9.3 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.
- 9.4 We will be responsible for all reasonable costs incurred in moving the Caravan.
- 9.5 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 will offer you an alternative pitch of similar quality to the original pitch as it was before the move.
- 9.6 Any dispute arising under clause 9.5 above as to the pleasantness of the alternative Pitch or the question of 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 Pitch Licence Agreement

- 10.1 The Pitch Licence Agreement may come to an end in any of the following ways:
- By you giving us notice in writing of your wish to end it, or
 - By the Agreement Period coming to an end, or
 - By you selling or otherwise losing ownership of the Caravan, or
 - By us terminating the Licence Agreement because you have breached your obligations under it.

11. When we may terminate the Licence Agreement

- 11.1 If you are in serious breach of your obligations under this Pitch 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 Pitch Licence Agreement. In deciding what period of notice is reasonable we shall have due regard to the nature of the breach.
- 11.2 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 in clause 4.6, or to pay Pitch Fees or other charges promptly in clause 4.3, we will write to you specifying the breach and asking you to remedy the breach within a reasonable

and specified time and giving you warning of the consequences. If you do not comply with that warning and the breach is either serious and/or amounts to a persistent breach of your obligations 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 terminate this Pitch 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

- 12.1 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 breached our obligations to you under this Pitch Licence Agreement and if as a result you are entitled to end this Licence Agreement you may give us a lesser period of notice. But you should still give us as much notice as possible.

13. The consequences of termination of the Licence Agreement

- 13.1 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 Pitch Licence Agreement however that comes about. In accordance with clause 4.12 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 de-siting or removing the Caravan will not be sought if we are proven to be in serious breach of our obligations under this Agreement.
- 13.2 If following termination of the Pitch 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 an Independent Surveyor confirms to us that the Caravan is not capable of being sold 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.
- 13.3 Where you terminate the Pitch Licence Agreement by giving proper notice set out in clause 12.1, we will repay to you any Pitch Fees (excluding Rates) and other charges that you have paid us for a period after the Pitch Licence Agreement ends at least on the scale set out below, 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 Payment date	Percentage refund Due to you
Up to 31st January	80%
February	70%
March	60%
April	50%
May	40%
June	30%
July	20%
August	10%
After 31st August	No refund

- 13.4 The scale of percentage refund payments set out above

HOLIDAY HOME PITCH LICENCE AGREEMENT

does not prejudice any further action you take against us if we are proven to be in breach of our obligations under this Agreement.

13.5 Where we end the Licence Agreement, we will repay to you on the same scale set out in the table 13.3 above in full.

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

14. Park Rules

14.1 It may be necessary or desirable to change the Park Rules from time to time including for reasons of Health & Safety, or the efficient running of the park, or environmental issues, or regulations imposed upon us, in which case we will notify you in writing of any changes at your current address.

14.2 Any changes made after the signing of this Pitch Licence Agreement will not affect anything to which you are entitled under this Pitch Licence Agreement

15. Hiring out the Caravan

15.1 Part 1 of this Licence Agreement makes it clear that you can hire out the Caravan on a voluntary basis and that you are not required to hire out the Caravan at all, or exclusively through our agency.

15.2 If you do hire out the Caravan, you must ensure that all relevant safety checks as set out in the Health & Safety section of Park Rules are completed prior to any hiring and that copies of the safety certificates are available at the Park.

15.3 If you hire out the Caravan through our agency this will be on the basis of a separate agreement between us.

15.4 The Caravan may not be hired other than to genuine holidaymakers who must not be allowed to occupy the Caravan for more than 28 consecutive days at the Park. The Caravan may only be hired out subject to our holiday Terms and Conditions which can be found in our holiday brochure.

16. Disputes

16.1 If you have a complaint:

- a. in the first instance it must be reported to the General Manager of the Park who will endeavour to resolve the matter on a mutually acceptable basis.
- b. if the complaint is not resolved, the General Manager will request that you confirm your complaint in writing and will refer it to the Operations Director who will endeavour to resolve the matter on a mutually acceptable basis.

16.2 In the event of a dispute that cannot be resolved between you and us, this Pitch Licence Agreement provides for disputes to be resolved by the following means:

- a. We may agree between us to refer any dispute to an arbitrator as an alternative to going to court but if you prefer to go to court this Pitch Licence Agreement does not in any way inhibit you from doing so.
- b. We may refer questions arising under clause 9 or clause 13.2 to an Independent Surveyor.

17. Communications

17.1 We agree that any letters or other communications be-

tween us should be sent to the addresses appearing in the Caravan Purchase Agreement unless we have told you or you have told us of another address to be used instead. Letters and other communications will always be sent to your main residence and will not be addressed to you at the Caravan.

17.2 You must not register the address of the Caravan for the purpose of receiving post at the Park, or lead any person to believe that the Caravan is your main residence.

18. Statutory Rights

18.1 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.

19. Miscellaneous

19.1 The failure by either party to enforce any of its rights under this Pitch Licence Agreement will not affect the right of that party to enforce those rights at a later date.

20. Away Resorts will rely upon the standard written terms of the PITCH LICENCE AGREEMENT as the basis of the contract between you and us. If you require any changes or additions to these standard terms because of any agreements that have been made between you and any Away Resorts team member please make sure that you ask for these to be put in writing on the Caravan Purchase Agreement. In that way we can avoid any problems between you and us in the future.

Park Rules

General

1. The Caravan may usually be occupied for holiday use from March to October/November in each season with the specific dates being notified to you on an annual basis prior to the relevant season. Caravans cannot be occupied outside this period.
2. All Park grounds are communal for use by all owners or other lawful guests and visitors to the Park. The area of land designated for use by a Caravan owner will generally be determined as the side of the Caravan on which the doors open.
3. Obstructions, fences or barriers are not allowed in the communal areas around the Caravans because they hinder access for emergency/Park vehicles.
4. Advertisements, notices and posters must not be displayed externally or in Caravan windows without prior written permission from Away Resorts.
5. Vehicles, motorhomes*, touring caravans*, tents* and storage sheds must not be used as alternative or additional sleeping accommodation. * Accept on pitches designated for these types of accommodation.
6. Vehicles are limited to two per Caravan that must be parked only in the parking spaces provided and must display a valid Road Tax disc and have a current MOT certificate (where applicable) and current insurance cover. The 10mph Park speed limits must be observed at all times.
7. Boats, Jet Skis and accompanying trailers must be stored in the designated storage area and not near to holiday homes.
8. Deliveries for a Caravan occupant must be made to the Park

HOLIDAY HOME PITCH LICENCE AGREEMENT

Office.

9. Telephones must not be installed in Caravans.
10. Animals are not permitted on any part of the Park except for one dog and/or one cat per Caravan. Dogs that present a serious danger to the public as described under the Dangerous Dogs Act 1991 or any equivalent succeeding legislation are not allowed on the Park under any circumstances.
11. Dogs and cats must be kept under proper control at all times and are not allowed into any facility buildings. Dogs must be kept on a lead when they are not inside the Caravan and must not foul the communal areas of the Park.
12. The content of the Company's brochures are copyright and must not be copied or reproduced. The 'Away Resorts' brand name and logo are registered copyright of the Company and must not be used or reproduced in any form.
13. Any accident on the Park must be reported to the management of the Park as soon as reasonably possible after the accident.
14. Refuse must be disposed of in the relevant bins provided. Only domestic refuse is acceptable for disposal in the bins provided, waste other than this must be disposed of in an appropriate fashion by you the owner.

The Company reserves the right to make additions or deletions to these health & safety and general rules from time to time after the date of this Agreement, as it considers necessary. We will notify you of any changes in writing by sending a copy of the revised rules to the address that you have registered with the Park at the time of the review.

Health & Safety

- a. The owner must ensure that the Caravan is capable of being used safely at all times. Where the owner is given written permission to make alterations to the Caravan or to construct patios/decking etc. on the Park land then the work must comply with relevant legislation. No combustible structures are allowed in the communal areas adjacent to Pitches.
- b. A suitably qualified and Gas Safe registered contractor must carry out any maintenance, or other work to be completed on the gas supply and the appliances contained in the Caravan.
- c. A suitably qualified and NICEIC or ECA registered contractor must carry out any maintenance, or other work to be completed on the electrical supply and the appliances contained in the Caravan.
- d. The Caravan must be equipped with a portable fire extinguisher containing a minimum of one kilogram of dry powder and fitted with an indicator dial.

If you hire out the Caravan then, to comply with legislation, you must take the following action:

- e. Ensure that the gas installation and appliances in the Caravan have been checked under the Gas Safety & Use Regulations and that a current certificate is on display in the Caravan. (*)
- f. Ensure that a current electrical installation test certificate is on display in the Caravan. (*)
- g. Ensure that all portable electrical appliances in the Caravan have been tested as appropriate under the PAT regulations. (*)
- h. Ensure that the fire extinguisher has a valid test certificate. (*)
- i. Ensure that the soft furnishings in the Caravan comply with

the appropriate fire regulations.

- j. Ensure that a check is carried out on the Caravan's smoke detector immediately prior to each let. (**)
- k. Note: If you intend to supply a cot fitting to a child's bed, you must employ a qualified fitter of this type of accessory. (***)

The safety of your family is extremely important and we strongly recommend that the checks and tests on the Caravan's systems described in clauses E to K be carried out even if you do not hire out your Caravan.

- l. In the interests of safety on the Park, Away Resorts has the right to carry out such repairs and/or replacements to the Caravan and any associated fixtures or structures considered by Away Resorts to be necessary. The owner shall reimburse Away Resorts for all costs incurred in carrying out such repairs and/or replacements.

Notes:

* Away Resorts can arrange for this and will advise you of the cost involved prior to the work being undertaken.

** Where the Caravan is being hired out under the Away Resorts scheme we will carry this out.

*** The choice of fitter must be a matter entirely for you to decide.



PITCH IMPROVEMENTS

We operate strict policies with regard to alterations to the Park, pitches and holiday homes to ensure that the Park remains safe, complies with legislation and is well presented at all times for the benefit of everyone on the Park. Owners have an obligation to comply with these requirements to achieve this objective and are advised not to order, purchase or make commitments to any items prior to obtaining permission for an alteration on this form. So please take a few minutes to familiarise yourself with our policies and guidelines... Thank you.

PLEASE NOTE: Fences/Walls/Hedges/Barriers - are not permitted under any circumstances.

- ★ All areas of the Park are considered to be communal and fences/walls/hedges/barriers of any type are not permitted under any circumstances; this includes low-level fences acting as a boundary to a flowerbed and items being used in a similar way such as rocks/boulders.

Other Items

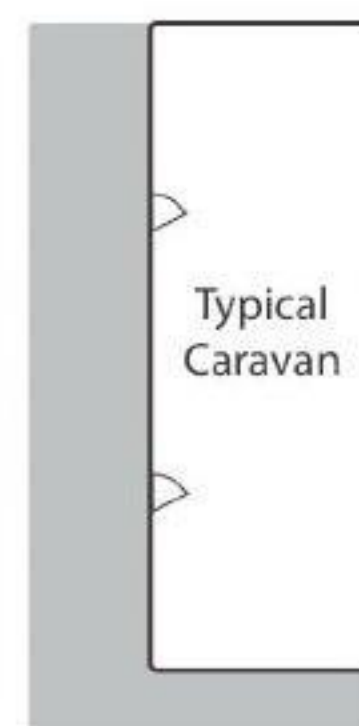
- ★ Items such as water features, sculptures, signs, trellises, etc are not permitted.
- ★ Washing lines (including rotary lines) are not allowed and owners are requested to use an 'airer' that can be attached to their holiday home, details of which can be obtained at Guest Services.
- ★ Windbreaks and children's toys such as swings, slides etc are permitted for use in the daytime only provided that they do not interfere with the normal operation of the holiday park but must be removed in the evening and when the owner is away from their holiday home.
- ★ Patio furniture is permitted, but it must be stowed away in storage boxes in the evening or when the owner is away from their holiday home.
- ★ No permanent structures such as brick-built BBQ's, steps etc are allowed.

The following improvements are permitted with restrictions:

Storage Boxes

- ★ Storage boxes are to be cream/ivory in colour so that they 'blend in' with the caravans and may only be purchased from a selection of nominated suppliers via Guest Services.
- ★ Storage boxes will be metal in construction (re retardant for 30 minutes to a naked flame)
- ★ Only one storage box is permitted per pitch and you may have either an 'upright' or an 'undervan' storage box, but not both.
- ★ They must be firmly attached to a concrete base, or as specified in the manufacturers instructions, be positioned under the caravan, or either to the rear or door-side of the caravan and not encroach into any other area of the Park.

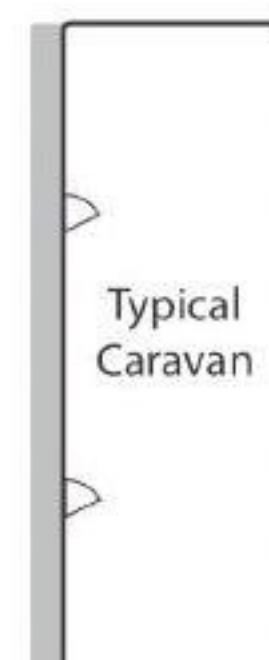
Approx storage
box plan size in
proportion



Flower Beds and Flower Containers

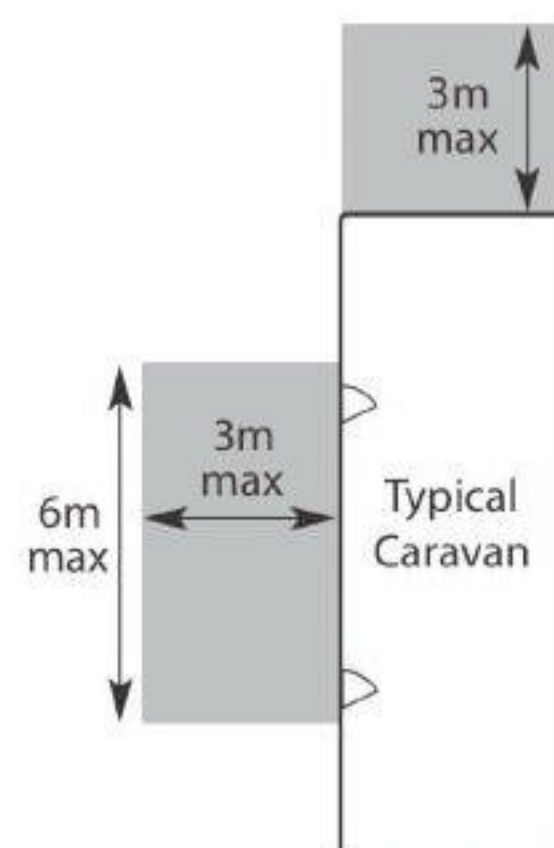
- ★ Flower beds are restricted to a strip of ground on the door-side of the caravan only. It must not protrude more than 45 centimetres (18 inches) from the side of the caravan and must not be longer than the caravan.
- ★ All plants must be annual in nature; shrubs of any description are not permitted.
- ★ All areas of the park are considered communal and so owner beds/plants must not be used to indicate an owners pitch area.
- ★ Flower containers are permitted in the area described above and on verandas only and again, must not be used to indicate a pitch area.
- ★ When containers are placed on grass they should be sited on a paving slab that is flush with the level of the ground.
- ★ All owner beds and owner containers must be well maintained at all times.

Shaded area
denotes
acceptable
maximum area
of ower beds
- depth being
45cm



Patios

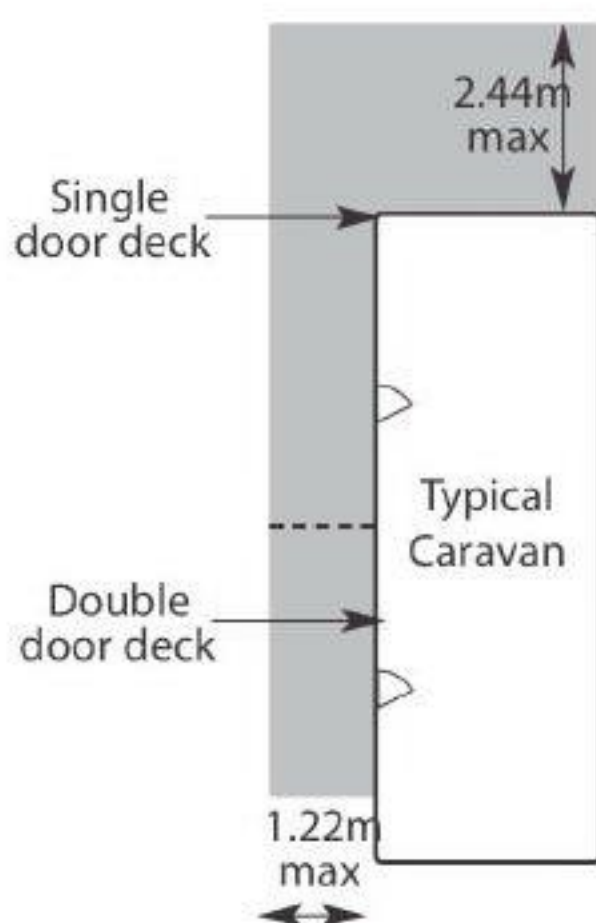
- ★ Patios, once agreed, may only be situated on the door-side or the front of the caravan.
- ★ Door-side patios can be a maximum of 3 metres (9 feet 9 inches) wide by 6 metres (19 feet 6 inches) metres long.
- ★ Front-side patios must be no wider than the caravan and protrude no further than 3 metres (9 feet 9 inches) from the caravan.
- ★ They must be constructed on a solid base and be ush to the level of the ground.
- ★ Should Away Resorts need to gain access to underground services or need to undertake work that causes damage to your patio, reinstatement will be the responsibility of the Owner.
- ★ Whilst patios are permitted they are only acceptable for use as a patio and not car parking.
- ★ NOTE: Away Resorts will take due care in the normal operation of the Park but will not take responsibility for any damage caused to patios except where Away Resorts have been negligent.



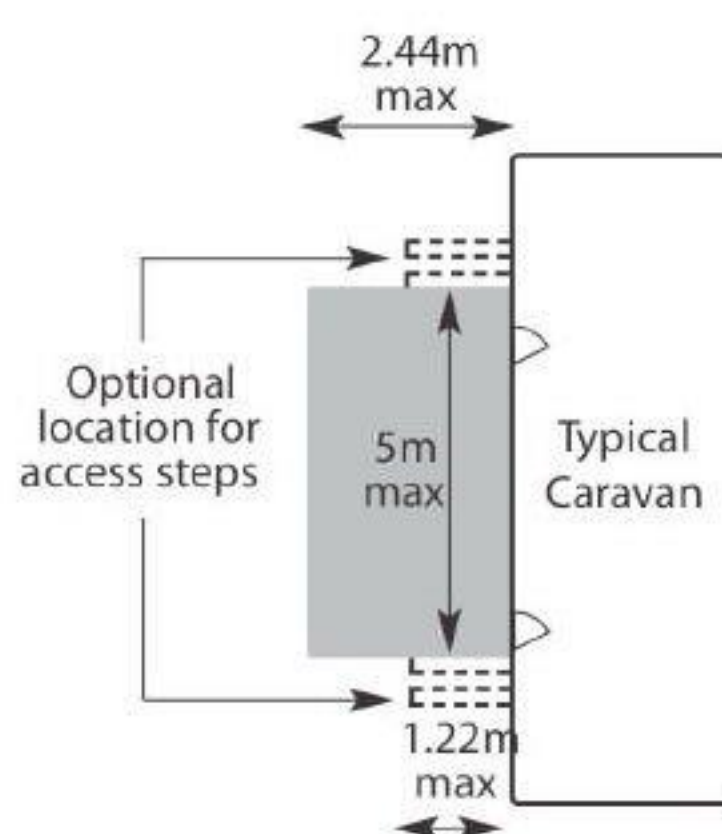
Verandas and Entrance Decks - are only allowed where spacing between caravans and location allows.

- ★ Verandas or decks are to be constructed of fire retardant uPVC and may only be purchased from selected ranges of nominated suppliers via Guest Services.
- ★ Verandas must be at least 3.5 metres from any neighbouring caravan to allow access for emergency and Away Resorts vehicles.
- ★ Restrictions will be placed on verandas or decks where it is felt that the siting of other holiday homes may be restricted as a result of its installation or in the event that it may cause other inconvenience to Park users.
- ★ Verandas and Entrance Deck layouts must be one of the three options outlined below where spacing between caravans and location allows.

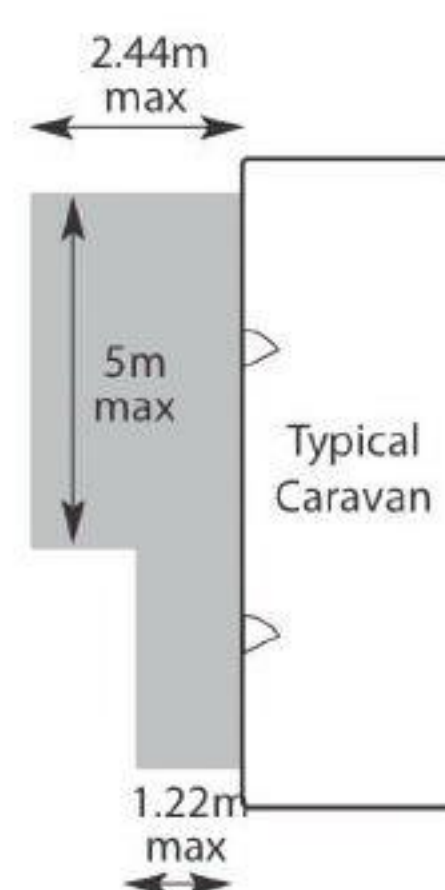
Option 1. Front Veranda and Entrance Deck



Option 2. Side Veranda and Entrance Deck



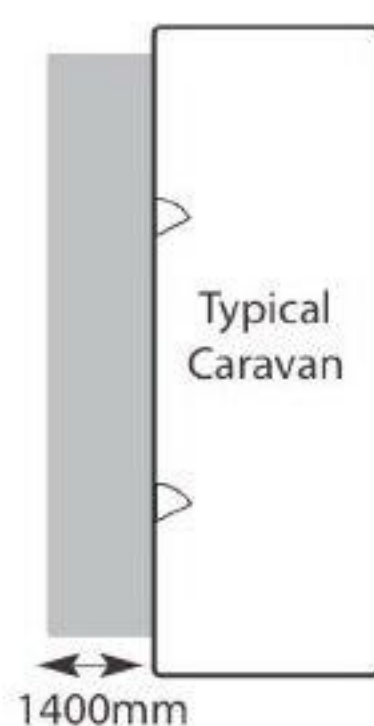
Option 3. Side Veranda Entrance Deck with Walkway



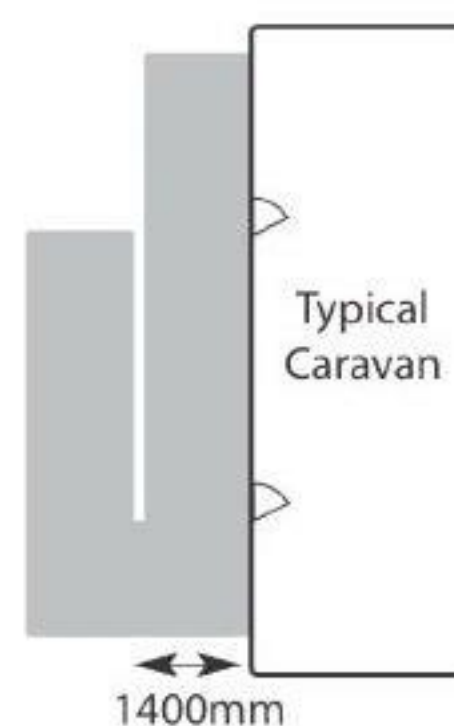
Ramps

- ★ Ramps are to be constructed of re retardant uPVC and may only be purchased from selected ranges of nominated suppliers via Guest Services.
- ★ Ramps must be at least 3.5 metres from any neighbouring caravan to allow access for emergency and Away Resorts vehicles.
- ★ Restrictions may be placed on ramps where it is felt siting other caravans may be restricted as a result of its installation or in the event that it may cause other inconvenience.
- ★ Ramps must be one of the two options below. Ramps may be combined with Verandas as long as they don't exceed overall guide dimensions.

Option 1. Straight Ramp



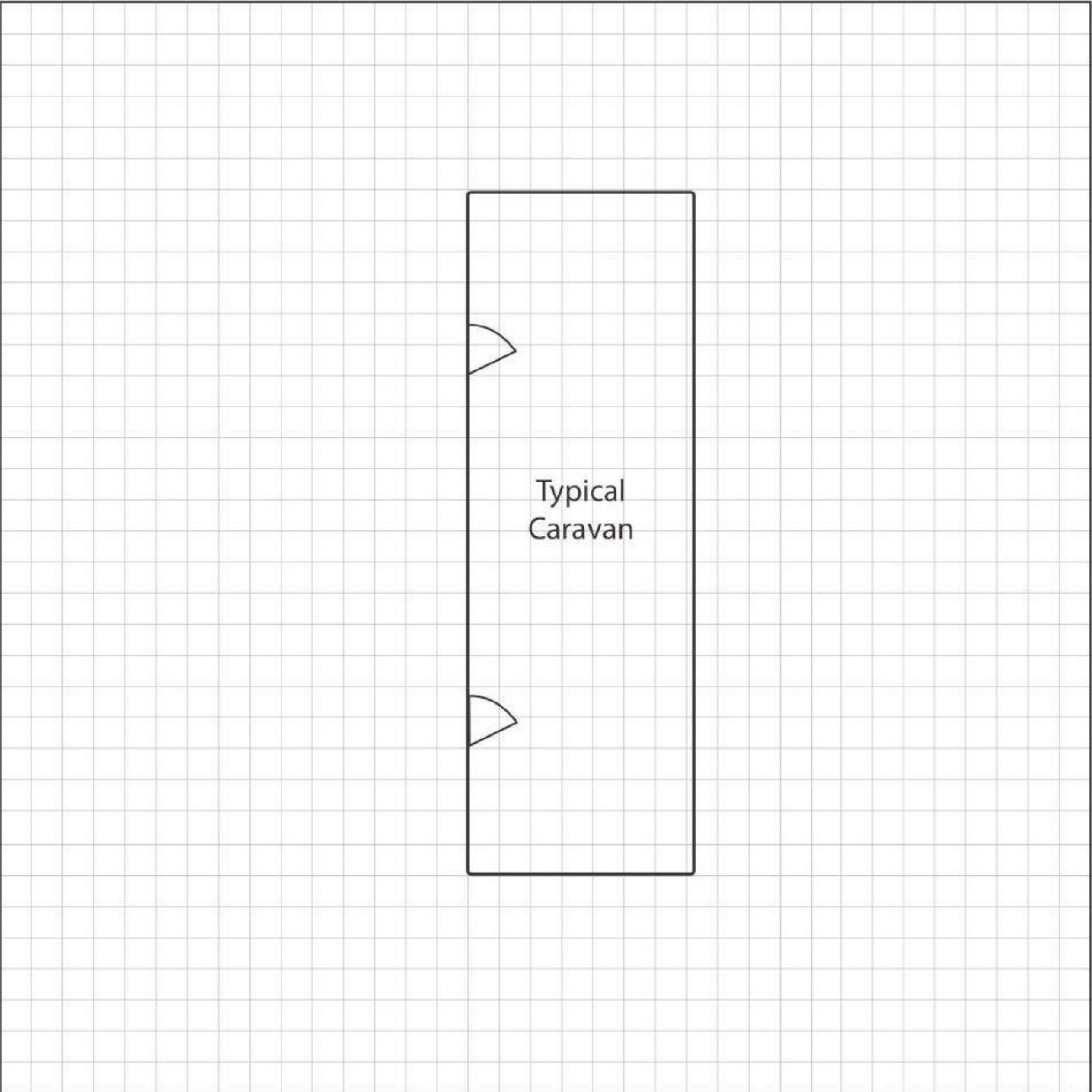
Option 1. Straight Ramp with return



Proposed Alterations and Improvements

- ★ Please draw your proposed improvements on the outline plan below.
- ★ This is an indicative layout and does not need to be accurately to scale.

☐ Each square represents 0.5m2



Please use the space below to inform us of any other details or factors you would like considered with your application.

PARK..... OWNERS NAME.....

PITCH No..... DATE..... OWNERS SIGNATURE.....

APPROVED ON BEHALF OF AWAY RESORTS

NAME GENERAL MANAGER only can approve

SIGNATURE..... DATE

CONFIRMATION OF HOLIDAY HOME PURCHASE INFORMATION

I acknowledge and record that the Park Manager or his/her nominee has reviewed with me the proposed Agreement and in particular:-

1. Owner Details:

I confirm that I am the Purchaser and wish to be the registered owner of the Caravan and that my permanent residential address is shown correctly on the Caravan Purchase Agreement. I acknowledge that I must give written notice of any change of address to the General Manager of the Park. (Note: Where there is more than one owner a permanent residential address must be given for each owner).

2. Pitch Details:

I understand and have had explained to me the area in which my Caravan will be sited on the Park. I understand that this may be varied from time to time.

3. Pitch Services:

I understand and have had explained to me the services that are available in the area in which my Caravan will be sited and the charges relating to them.

4. Part Exchange Details (if applicable):

I confirm that the caravan being part exchanged is correctly described.*

5. Insurance:

I have been provided with insurance policy details.

6. Caravan Details:

I am purchasing the Caravan at the price stated on the Invoice and I understand which additional items I will be entitled to for which there will be no additional charge(indicated on the invoice).

7. Future Value:

It has been explained to me that Away Resorts do not guarantee the future resale value of the caravan that I am purchasing (whether sited or un-sited) and that the resale values are subject to a variety of factors but generally reduce over time.

8. Park Charges:

I am aware when the following charges are next payable, for which season they apply and when I will be invoiced.

9. Private Sublets:

I have been informed about the Club & Facilities Fee payable at the park.

10. Payment of the Balance:

I understand and agree that the caravan will not be occupied prior to the total amount due being paid and that I will pay any balance due as shown on the Invoice by:

Date: _____

NO OWNERSHIP RIGHTS

I have read the Pitch Licence Agreement and I understand those terms and conditions and in particular that I will not acquire any ownership, tenancy or other proprietary rights over the pitch on which the Caravan is sited but only a right for the Caravan to be sited on the park on the terms and conditions of licence.

COPIES OF DOCUMENTS

I acknowledge receipt of a copy of the following information:

1. Caravan Purchase Agreement
2. The Pitch Licence Agreement
3. The Park Rules
4. A Pitch Alteration Request Form
5. The Annual Park Charges List
6. A Receipt for the deposit paid of £_____
7. The Insurance Documentation
 - a. A written quotation
 - b. A Customer Prospectus
 - c. A Customer Information Leaflet
8. * The finance documents
9. * The Guaranteed Income Agreement
10. * The Guide to Subletting
11. NCC Holiday Park Holiday Home Ownership Code of Practice.

* Please delete as appropriate

SIGNATURES: Only sign this legally binding Caravan Purchase Agreement if you fully understand its terms and conditions.

Invoice Number:

Park Manager or Representative Signature:	Print Name:	Date:
BUYER(S) (all parties must sign):	Print Name:	Date:

There should be two signed copies of this agreement, one kept by the buyer and one kept by the seller (Park).