

VIRLEY HOUSE COUNTRY PARK LICENCE AGREEMENT

Terms and Conditions of this Licence Agreement. Please keep safe. This is your original document and only annual changes will be issued if needed.

1. Permission to keep the caravan on the pitch (renewable on a three year rolling agreement)

1.1 We permit you throughout the Agreement Period to keep the caravan on the pitch and to use it for holiday & recreational purposes for a 12 month period.

1.2 This Licence Agreement is personal to you and may not be assigned or transferred to any other person.

1.2.1 The Licence Agreement comes to an end when you sell the caravan.

1.2.2 However, we will give a new Licence Agreement giving equivalent permission to keep the caravan on the pitch on terms no less favourable than those contained in this Licence Agreement:

1.2.3 To an immediate family member who is approved by us, who inherits the caravan by way of a will subject to a transfer fee.

1.2.4 The benefits of any payment made in relation to the Pitch Fees and charges made under the previous Licence Agreement will be transferred to the new Licence Agreement.

We will undertake any enquiries under this clause with reasonable diligence and we will notify you in writing our approval or that our approval is to be withheld as soon as reasonably practical. We will only withhold approval of an immediate family member on reasonable grounds. If we do so, we will tell you our reasons. Clauses 14.2, 14.3, 14.4, 14.5 of this Licence Agreement explain your options if you do not agree.

1.3 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 occurrences. You will then be entitled to arrange for us to site a replacement caravan of a similar type and size.

2. Our Obligations

We agree with you as follows:

2.1 We will provide, maintain and keep in good state of repair the pitch services to the caravan except where these have to be interrupted for the purpose of repair or for other reasons beyond our control.

Such as, interruptions in the supply of services to us or necessary site maintenance/improvement.

2.2 We will move the caravan from the park or pitch only in accordance with clauses 7 and 9.

2.3 We will notify you of any changes to the park rules in writing each year.

2.4 We will comply with our obligations if you terminate the Licence Agreement under clause 10.

2.5 We will insure the caravan park against usual third-party risks.

2.6 We will carry out an annual gas safety check (repairs invoiced to you).

2.7 We will arrange to have your three-yearly electric test carried out (test cost and repairs invoiced to you).

2.8 We will charge for utilities in accordance with the requirements of the law and any relevant utility regulator. Our reasonable charges will include a profit element or administration charge. However, we will never charge you more than the law allows.

3. Your Obligations

Understanding and agreement..... Signed

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You agree with us as follows:

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

3.2 To help maintain and keep in good state of repair the pitch services to the caravan; owners are liable for cost of damage caused by themselves or their guests.

3.3 To use the caravan only for holiday and recreational purposes and not as your only, main permanent residence. You agree to produce to us, satisfactory proof that your main residence is at the address registered with us (set out in Part I of this Licence Agreement), such as a Council Tax bill or utility bill in your name. You must inform us in writing of any change of address or telephone number. You are required to provide the registration of vehicles wishing to access the site.

3.4 To pay the pitch fee and other charges due to us on the days set out on yearly invoices.

3.5 To pay to us interest as stated on yearly invoices on any undisputed sums overdue.

3.6 To insure the caravan against all the usual risks and fire and provide a copy of insurance to the office (refusal of occupancy may occur if no certificate provided). If you choose to insure your caravan for Market Value, this must be a minimum of £5000. Please provide a certificate of insurance on an annual basis.

3.6.1 The sum insured for Property Owners liability, Public and Employees Liability shall not be less than £5,000,000. We may increase the minimum sum insured from time to time upon recommendation from our insurance company. Your policy must also cover your caravan for flood risk.

3.7 The sum insured for loss of or damage to the Caravan shall include the following:

3.7.1 The retail price on the Park of a new caravan of a similar type and size of the caravan. If choosing a New for Old insurance policy.

3.7.2 The cost of replacing any existing ancillary structures (for example steps/decking).

3.7.3 The cost of clearing wreckage from the Pitch and disposing of the Caravan destroyed by fire, flood, natural disaster or another similar occurrence.

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

3.8 You agree to provide, regularly test and maintain a fire extinguisher, smoke and carbon monoxide detector in your caravan.

3.9 To keep the caravan in a good state of repair both visually and structurally and so as to retain its mobility and in a safe, habitable state including the repair, maintenance of all installations and appliances (to maintain the ground area around the caravan)

3.10 Not to do or omit to do anything, which might put us in breach of any condition of the Site Licence, which is available in the office. For example, the conditions which are likely to affect you, are those requiring the space between caravans, those regarding car parking and those requiring the underside of caravans to be kept clear.

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3.11 Not to carry any building works at the caravan park without our written permission or erect any hut, shed, fence, steps, veranda, artificial barriers, washing line, connect any services or utilities ie dishwasher or washing machine to the caravan. New and replacement sheds must be placed within the unit, please allow for this when choosing steps or veranda. All units must be skirted and decked.

3.12 To give us written or verbal notice of any work to be carried out to the caravan by external contractors and to ensure all contractors employed by you provide us with the relevant documentation, in order to maintain a safe environment on the caravan park.

3.13 Caravans **may not be let** and may only used for immediate family.

3.14 You have the obligation to arrange with us the disconnection and removal of the caravan from the caravan park following the expiry of the Agreement Period (for whatever reason), unless we have entered into a new Agreement with you which allows you to keep the Caravan on the Park. To maintain standards on the Park and to prevent damage to the Park and its installations, any work in disconnecting, de-siting or removing the Caravan (even after termination of this Licence Agreement) must be done by us or by our contractor(s). You agree to pay us for disconnecting and removing the Caravan from the Park or by moving the Caravan at your request. Our charges will be reasonable and based on the time spent and the work carried out.

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

4. 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:

4.1 To act in a courteous and considerate manner towards anyone visiting, using or working on the caravan or caravan park, including us, our staff, and other customers of ours and users of other caravans/accommodation at the caravan park.

4.2 To supervise children properly so that they are not a nuisance or danger to themselves or others.

4.3 Not to:

4.3.1 Commit any criminal offence (whether or not on the Park or in its vicinity) which causes your name to be entered on the Violent and Sex Offender Register or causes you to be subject to a Risk of Sexual Harm Order or Child Abduction Warning Notice (or any register or order succeeding these).

4.3.2 Commit any acts of vandalism or nuisance.

4.3.3 Use fireworks.

4.3.4 Keep, carry any firearm or any other weapon at the caravan park.

4.3.5 Use any unlawful drugs.

4.3.5 Create undue noise or disturbance, especially after 10.00pm

4.3.6 Carry on any trade or business at the caravan park.

4.3.7 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.

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4.3.8 Use the Caravan in connection with any criminal activity or commit any other criminal offence (i.e. any offence not already subject to clause 4.3.1 at the Park or its vicinity.

4.4 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 9. Any serious breach may result in termination of this Agreement under clause 9.1.

5. Selling the Caravan

You must inform us in writing before 30th September of the current season of your intention not to renew your tenancy for the following season. Units need to be vacated by 30th September to allow for removal/renewal.

5.1 You may sell the caravan in one of two ways: First option must be given to ourselves:

5.1.1 To us if we agree.

5.1.2 Off the caravan park so long as you arrange the removal of the caravan using an experienced and qualified individual or company.

6. Gifting the Caravan.

6.1 You have the right to make a gift of the caravan to a proven immediate family member on your death either by will or as a result of the operation of the law relating to intestacy.

6.2 If an immediate 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:

6.2.1 The family member permits us to seek suitable references and carry out appropriate enquiries.

6.2.2 They attend a meeting with us should we require one.

6.2.3 We are reasonably satisfied that the family member will comply with equivalent obligations to your obligations under this Licence Agreement.

We will give that family member an agreement for the term of the Agreement Period, which then remains un-expired and otherwise containing no less favourable terms to the family member as this Licence Agreement is without charge.

6.3. Our approval will not be unreasonably withheld. We will only withhold approval on reasonable grounds. If we do so, we will tell you our reasons. Clauses 14.2, 14.3, 14.4, 14.5 of this Licence Agreement.

6.4 Abandoned caravans will be charged storage fees and if necessary, disposal charges.

7. Moving the Caravan

7.1 Within the Agreement Period, we may wish to disconnect and move the Caravan to another part of the caravan park. This clause sets out the basis of which we may do that. For example: because we are re-developing an area of the park, installing some facility, or required to comply with Local Authority Site

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Licence condition, or for access to an area of the caravan park that cannot reasonably be gained by any other route.

7.1.1 We are allowed to disconnect and move the Caravan for the purposes of redevelopment and/or maintenance of the park and when this happens, we will give you at least 28 days' notice in writing. If the caravan must be moved because of an 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/utility company, we will give you as much notice as possible.

7.1.2 We will ensure that any temporary move to an alternative pitch of similar quality will be as short as reasonably practicable for the redevelopment and/or maintenance.

7.2 We will be responsible for all reasonable costs incurred in disconnecting and moving the Caravan.

7.3 Following the disconnection and movement of the Caravan, we are entitled to return the Caravan to its original pitch or to site it permanently on another pitch. If the consequence of the redevelopment or maintenance work is that the original pitch is less pleasant or if the move is permanent, we must offer an alternative pitch of similar quality to the original pitch as it was before the move.

7.4 We will always reconnect the Caravan after we have moved it.

8. Termination of the Licence Agreement

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

8.1 By you giving notice in writing that you wish to end it. (Before 30th September)

8.2 Because the Agreement Period has come to an end.

8.3 By us terminating it because you have broken your obligations under this Licence Agreement.

9. When we may terminate the Licence Agreement

9.1 If you are in serious breach of your obligations under this Licence Agreement and the breach is not capable of being remedied or is such that it causes a breakdown in the relationship between you and us. For example, violence or intentional damage to property, we may serve upon you reasonable notice in writing to terminate this Licence Agreement. In deciding what period of notice is reasonable we shall have due regard to the nature of the breach and other relevant circumstances.

9.2 If you are in breach of any of your obligations under this Licence Agreement which is capable of being remedied, for example such as failure to comply with the behaviour standards in clause 4 or using your caravan as a permanent residence or failure to pay pitch fees promptly in clause 3.4, we may write giving you warning, specifying the breach, and asking you to remedy the breach within a reasonable and specified time. If you do not comply with that warning and the breach is either serious and /or amounts to persistent breaches of obligation which taken individually would be minor but when taken together cause a breakdown in relationship between you and us, we are entitled to write to you to end the Licence

Agreement and to require you to make arrangements with us for the removal of the caravan from the park within 28 days.

10. When you may terminate the Licence Agreement

10.1 You are entitled to bring this Licence Agreement to an end by writing to us, giving us no less than one month's notice. However, if we have broken our obligations to you under this Licence Agreement and if as the result you are entitled to end this Licence Agreement you may give us a lesser period of notice but should still give us as much as possible.

11. The consequences of termination of the Licence Agreement

11.1 You will arrange with us for the disconnection and removal of the Caravan and all other property of yours from the park within one month after termination of this Licence Agreement however that comes about. In accordance with clause 3.11 above any work in disconnecting and de-siting or removing the caravan must be done by us or through our contractors for which you agree to pay us reasonable costs. Payment of our costs in the movement or de-siting of the caravan will not be sought if we are proven to be in serious breach of our obligations under the Licence Agreement.

11.2 If following termination of the Licence Agreement you fail to arrange the disconnection and removal of the Caravan through us, we are entitled to remove it ourselves after giving you no less than 14 days notice in writing of our intention to do so. If the independent surveyor confirms to us that the caravan is not capable of selling for a sum sufficient to cover the costs of removal and sale, then you authorise us to dispose of the caravan as we see fit. You will repay us the costs we incur (acting reasonably) in removal and disposal of the caravan.

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

11.4 Otherwise we may, on not less than one month's notice to you, sell the Caravan at the best price reasonably achievable in the circumstances.

11.5 We may charge you reasonable storage fees from the date this Licence Agreement ends until the date the Caravan is removed from the Park.

11.6 Where we sell the Caravan, we will account to you for the sale proceeds we receive less (a) our reasonable costs of storage under clause 11.5, (b) our reasonable costs of disconnection, removal and disposal or sale and (c) any other undisputed sum due from you to us.

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

12. Park Rules

- Fishing is available to all residents and their guests, only when the caravan owner is in residence.
- In order to preserve the fish for all, no ground bait or keep nets should be used and fish should not leave the site. Strictly barbless hooks are required, along with a current fishing licence.

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- All equipment must be removed from pegs at the end of a fishing session and pegs may not be reserved overnight.
- Children under 16 must be accompanied when fishing by a supervising adult and should not wander alone near the lake area as the water is very deep.
- Dogs must always be kept on a lead and within the boundaries of the caravan pitch. Dog walking is permitted on the 7 acres of fields at the back of the site. 'Accidents' must be collected by the owner.
- Only metal storage containers are permitted on site, as a requirement of the Site Licence.
- Items must not be stored underneath caravans, also as a requirement of the Site Licence.
- All plants in pots, BBQs, washing lines and table and chair sets must be contained within your base area. The grass cannot be used for personal storage or display.
- An individual wheelie bin is provided together with a crate for glass bottles only which are emptied weekly
- Aqua Kem Green cassette fluid must be used and is available at £9.00 for a 1 litre bottle. NO BLEACH OR WET WIPES TO BE USED
- Electricity is individually metered to the pitch and is paid at the end of each month at 20p per kwh
- There is an electronic gate for which a deposit of £50 is required for your own personal key fob. Upon leaving the site £20 will be returned on receipt of a working fob.
- Only Energas 47kg gas cylinders supplied by the site are to be used for main gas use at £70 each, delivered. Smaller 19kg cylinders may be used for awning and BBQ's, priced at £35.00.
- Only biodegradable toilet paper, non-bleach cleaning products and Eco tablets may be used in your static unit

12.1 It may be necessary or desirable to change the caravan park rules from time to time, including for reasons of health and safety, the efficient running of the park, environmental issues or regulations imposed upon us. In which case we will notify you in writing to your current address.

12.2 Any changes made to the Park Rules after the signing of this Licence Agreement may affect you because you will be required to comply with the changed Park Rules but will not affect anything else to which you are entitled under this Licence Agreement.

13. Non-paying guests

13.1 All guests must be made aware of site rules. It is your responsibility to ensure they follow them.

13.2 When letting you become a landlord and are liable for health and safety requirements.

14. Disputes and Complaints

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

Understanding and agreement..... Signed

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14.1 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 Licence Agreement does not inhibit you from doing so.

14.2 If you have any complaint relating to this Licence Agreement we encourage you to discuss it with us. The contact to whom you should refer your complaint is given in the Licence Agreement Part I.

14.3 We may refer questions arising under clause 7 and 11 to an Independent Surveyor.

14.4 We may agree to refer any dispute to an Alternative Dispute Resolution Service. If we have not been able to resolve a dispute with you then we will give you details of any service we recommend, but this does not prevent you from suggesting another for us to consider.

14.5 The above are all alternatives to going to Court, but if you prefer to go to Court this Licence Agreement does not in any way inhibit you from doing so.

15. Review of Pitch Fees

15.1 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 proposed change in the pitch fee.

15.2 We will review the pitch fee having regard to the following criteria:

15.2.1 Any charges not in our control such as rates, water charges and other charges paid to third parties, including those caused by a change in law or rates of taxation.

15.2.2 Inflation

15.2.3 Sums spent by us on the park and/or its facilities for the benefit of the Caravan owners.

15.2.4 Market rates for pitch fees.

15.2.5 Changes in our operating costs, including those brought about by changes in the law or regulatory change and by taxation.

15.3 Where we review our charges so that you pay separate charge for a service, which was previously supplied and paid for through the pitch fee. We shall be obliged to reduce the pitch fee by an amount equivalent or to the cost to us, of supplying that service.

16. Communications

16.1 We agree that any letters or other communication between us shall be sent to the address we have on record, unless we have told you or you have told us of another address to be used instead. Letters and other communications will not be addressed to you at your Caravan. We are unable to accept personal mail to the site address.

17. Statutory Rights

17.1 Nothing in this Licence Agreement will reduce your statutory rights as a consumer.

18. Keys

18.1 We may hold a key to your Caravan.

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18.2 We may use the key for any purpose you authorise, for example if you allow a visitor authorised by this Agreement to access the Caravan or to carry out agreed repairs.

18.3 We may also use the key in an emergency, such as a concern for the health and safety of any person in the Caravan, to carry out urgent repairs or preventative work, or to check and secure the Caravan if it appears to be insecure. or if the curtains are not drawn back at the close of the season or electrical items have been left in (see park rules)

18.4 We will take reasonable care of your key and when accessing the Caravan.

This is a legal agreement only sign on each page if you have read and fully understood this licence.

SIGNATURES: Only sign this legally binding agreement if you have read and fully understood the terms and conditions.

Signature:	_____ 2021
Name: <small>Park Owner or Representative</small>	Margaret Reeve

Signature:	_____ 2021
Name:	