

Seasonal Agreement

for a touring caravan at

Trenance Holiday Park

Bookings are not confirmed until processed by the Booking Office.
We reserve the right to refuse any potential booking.

Part I Terms and conditions of this Licence Agreement

Park Owner (referred to as "we/us/our" throughout this Agreement)

Business name:	Trenance Holiday Park		
Address:	Edgcumbe Avenue, Newquay, Cornwall, TR7 2JY		
Contact:	Mr P.A Hoyte		
Telephone:	01637 873447	Mobile:	
Email:	enquiries@trenanceholidaypark.co.uk		

Park details (if different from business name, address and contact details above)

Name:			
Address:			
Contact:			
Telephone:		Mobile:	
Email:			

Caravan Owner (referred to as "you/your" throughout this Agreement)

Lead Name:		2nd Occupant:	
1st Child		2nd Child	3rd Child
Address:			
Mobile Number:		Telephone Number:	
Email:			

Caravan details

Make:		Model type:	
Serial/Registration Number:		Age of Unit Age limit: 15 years (Max) Or by special arrangement.	
Type of Unit:		Unit Length (M)	Unit Width (M)
Maximum <u>unit</u> size 8m x 3m, all items must fit within your pitch and be in keeping with the rest of the site.			
Awning by Special Arrangement:	YES/NO (if yes, provide measurements)		
Separate Car:	YES/NO (if yes, please provide registration number)		
Up-to-date fire extinguisher, fire blanket, and smoke/carbon monoxide alarms fitted: YES/NO			

Copies to be held in Site Office

Valid insurance (Third Party Liability): YES/NO Gas Safety Certificate: YES/NO Driving licence: YES/NO

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Tariff

Agreed price £1600.00 (including VAT where charged) the tariff is for 2 adults occupancy.

Children are charged extra at £60.00 per child - 15yrs and under (including VAT where charged)

Additional guests or visitors shall be charged accordingly as per tariff.

To secure your reservation a deposit of £600.00 is required. The £600.00 will be deducted from your final balance. If the booking starts within 8 weeks, then full payment is required.

A £500 security bond is required. This bond is fully refundable at the end of the hire period. The park owners reserve the right to withhold some or the entire bond for the additional cost of: a) outstanding electricity payment b) breakages c) Items left on pitch d) fail to remove unit from pitch upon termination of agreement.

X NO DOGS. In the interests of all visitors dogs are not permitted.

If payment is not received by the due date, the booking will be considered cancelled. The Park will be free to re-let the Accommodation/pitch. Deposit monies will not be refunded by the Park.

Authorised means of payment

You may pay us in any of the following ways:

By cheque at the Park office (made payable to Trenance Holiday Park)

By bank transfer using the following details:

Branch: Lloyds Bank

Sort code: 30 / 96 / 03

Account number: 00230076

Account name: Trenance Holiday Park

Reference: Seasonal Pitch

By credit card payment in person at the Park office or by phone. We accept most major credit/debit cards:

Complaints

We are confident you will be happy with our service. If you have any complaint, we encourage you to discuss it with us. Please refer to:

Name:	Mr P.A. Hoyte	Telephone:	01637 873447
Job title:	Proprietor	Email:	enquiries@trenanceholidaypark.co.uk

You must keep to the terms and conditions of this Agreement which are set out below.

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Part II

Terms and conditions of this Licence Agreement

1 Meaning of expressions used in this Licence Agreement and interpretation

- 1.1 **"Agreement Period"** means the period for which this Agreement lasts. Part I gives some further details.
- 1.2 **"Caravan"** means the caravan described in Part I.
- 1.3 **"Hire/Hiring out"** means letting people other than you use the Caravan for holidays and recreational purposes in return for payment (whether in cash or in kind).
- 1.4 **"Independent Surveyor"** means the surveyor appointed under clause 14 of this Licence Agreement for the purpose of assessing the value of the Caravan under clause 10.3.
- 1.5 **"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 Agreement is attached.
- 1.6 **"Pitch"** does not include any part of the Park except that on which the Caravan stands.
- 1.7 **"Pitch Services"** means the services that we provide for you and which are listed in Part I.
- 1.8 **"Season"** means the dates between which you may use the Caravan on the Pitch.
- 1.9 **"Site Licence"** means the caravan Site Licence applicable to the Park issued to us by the local authority under Section 3 of the Caravan Sites and Control of Development Act 1960 (or in the case of Northern Ireland under Section 3 of the Caravans (Northern Ireland) Act 1963) and other relevant statutes.
- 1.10 **"We/our/us"** means the Park Owner described in Part I.
- 1.11 **"Working Days"** means Monday, Tuesday, Wednesday, Thursday and Friday, unless these are Bank Holidays.
- 1.12 **"You/your"** means the Caravan Owner(s) described in Part I. Where there is more than one person described as the Caravan Owner in this Licence Agreement, each is fully responsible for the obligations under this Licence Agreement.
- 1.13 References to taxes and laws are references to them as extended, amended or replaced from time to time.

2 Permission to keep the Caravan on the Pitch

- 2.1 Provided you comply with your obligations in this Licence Agreement, we allow you to keep the Caravan on the Pitch at the Park throughout the Agreement Period and to use it for holiday and recreational purposes during the Season only.
- 2.2 This Licence Agreement is personal to you and you cannot assign or transfer it to any other person.
- 2.3 This Licence Agreement does not entitle you to station any alternative or replacement caravan.

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3 Our general obligations

We agree that:

- 3.1 **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 purposes of repair or development or for other reasons beyond our control such as interruptions in the supply of services to us.
- 3.2 **We will insure the Park against usual third-party risks** to a minimum of £5,000,000 per claim.
- 3.3 **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.

4 Your general obligations

You agree that you will:

- 4.1 **Keep to the terms of this Licence Agreement and the Park Rules.**
- 4.2 **Use the Caravan only for holiday and recreational purposes. You must not use the Caravan as your only or main residence.** If we ask you to do so, you must give us satisfactory proof that your only or main residence is at the address registered with us as set out in Part I of this Licence Agreement or another permanent address that you may tell us from time to time. Satisfactory proof means a document such as a Council Tax bill, utility bill (sent to you at the address stated, not printed by you) or driving licence in your name. You will tell us promptly in writing if you change your only or main address or contact details.
- 4.3 **Pay the Pitch Fee and other charges due to us** on the days set out in Part I. Payment is due to us by any of the payment means authorised by Part I of this Agreement.
- 4.4 **Pay to us interest** at 3% per annum over the published base rate of Barclays Bank plc from time to time (in Northern Ireland, the Ulster Bank) on any undisputed sums overdue from the due date to the date we actually receive such amounts from you, both before and after any judgment that we may obtain against you.
- 4.5 **Insure the Caravan at your own expense** against standard property damage insurable perils (including loss) and public liability. The sum insured for these liabilities shall not be less than £5,000,000. Trenance Holiday Park is not liable for any loss or damage, whatsoever caused to the unit or its content.
- 4.6 May we remind you that units are kept on site at the unit owners' risk. Therefore, you are strongly advised that all caravans have a hitch-lock and wheel clamp.
- 4.7 **You agree to provide proof of insurance** by providing us with a copy of your insurance details at the start of this Agreement and again during it if we reasonably require, for example if we believe your insurance may no longer be in force. Where proof of insurance is required, you agree to pay our fee of £35 plus VAT on checking you have complied with your obligation to arrange insurance. We are not insurance experts and check only the name of the insured, period of cover and the sums insured. We assume no duty to you to check you have insured against the correct risks.
- 4.8 **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.
- 4.9 **Not to do or fail to do anything which might put us in breach of any condition of the Site Licence**, which is always available on the Park in a conspicuous place. For example, the conditions of the Site Licence which are likely to affect you include those requiring the space between caravans to be kept clear, those prohibiting combustible structures between caravans, those regarding car parking and those requiring the underside of caravans to be kept clear.
- 4.10 **To comply with all statutory requirements (including any relevant planning permissions)** in relation to the Caravan and its installations and furnishings.
- 4.11 **Not to carry out any building works at the Park or to erect any extension to the Caravan**, other than (if permitted by the Park Rules) any awning or other temporary structure.

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- 4.12 **We will only allow you to carry out work to the Caravan on the Park if it is not reasonably possible for you to move the Caravan elsewhere for the work to be done. If we agree that you may do so, then you must give us written notice of any work to be carried out to the Caravan by external contractors** and ensure all contractors employed by you provide us with the relevant documentation for us to ensure the work will be done in a safe place and safe environment by competent and insured contractors. You must comply with these obligations at least 14 days before the contractors start work (or, in the case of emergency, give us as much notice as possible).
- 4.13 **To permit us to remove the Caravan from the Pitch** in accordance with the rights we have under clause 6 of this Licence Agreement, disconnecting as necessary.

5 Behaviour standards

By entering into this Licence Agreement, you agree to, and you must make sure that all people who use or visit the Caravan (including, in each case, children in their party), keep to the following standards of behaviour:

- 5.1 To act in a courteous and considerate manner towards us, our staff and anyone visiting, using or working on the Caravan and/or the Park including other customers.
- 5.2 To supervise children so that they are not a nuisance or danger to themselves or other people using the Caravan and/or the Park.
- 5.3 Any accidents or incidents must be reported to the site owners.
- 5.4 Not to:
- 5.4.1 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, order or notice succeeding these);
- 5.4.2 Use the Caravan in connection with any criminal activity or commit any other criminal offence (i.e. any offence not already subject to clause 5.3.1) at the Caravan, the Park or in its vicinity;
- 5.4.3 Commit any acts of vandalism or nuisance at the Caravan or on the Park;
- 5.4.4 Use fireworks at the Caravan or on the Park.
- 5.4.5 No open fires, fire pits or generators.
- 5.4.6 For the privacy and safety of all persons on the park we do not permit guests to fly drones.
- 5.4.7 Keep or carry any firearm or any other weapon at the Caravan or on the Park;
- 5.4.8 Keep or use any unlawful drugs at the Caravan or on the Park;
- 5.4.9 Create undue noise or disturbance or commit antisocial behaviour at the Caravan or on the Park;
- 5.4.10 Carry on any trade or business from the Caravan or at the Park;
- 5.4.11 Permit anyone who is to your knowledge on the Violent and Sex Offender Register or subject to a Risk of Sexual Harm Order or a Child Abduction Warning Notice (or any register, order or notice succeeding these) to use or visit the Caravan.
- 5.5 You agree that if you or any of your family members or visitors or guests whom you have invited to the Park or to the Caravan break the behaviour standards listed above then we may terminate this Licence Agreement. Termination by us is dealt with by clause 8. Any serious breach may result in termination of this Agreement under clause 8.1.

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6 Moving the Caravan

- 6.1 Within the Agreement Period, we may wish to disconnect and move the Caravan to another part of the Park and this clause sets out the basis on which we may do that, for example because we are redeveloping an area of the Park, 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.
- 6.2 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 or other utility company, we will give you as much notice as we can. If we have to disconnect and move the Caravan for any other reason, we will give you at least one month's notice in writing.
- 6.3 We will ensure that any temporary move to an alternative pitch of similar quality will be as short as reasonably practicable.
- 6.4 We will be responsible for all reasonable costs incurred in disconnecting and moving the Caravan.
- 6.5 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.
- 6.6 We will always reconnect the Caravan after we have moved it.
- 6.7 Clauses 14.2, 14.3, 14.4 and 14.5 of this Licence Agreement explain your options if there is any dispute arising under clause 6.5 above about the standard of the original or alternative pitches.

7 Termination of the Licence Agreement

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

- 7.1 Because the Agreement Period has come to an end.
- 7.2 By you losing ownership of the Caravan.
- 7.3 By us terminating it because you have broken your obligations under this Licence Agreement.
- 7.4 By either party giving the other notice in writing of their wish to end it.

8 When we may terminate the Licence Agreement

- 8.1 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.
- 8.2 If you are in breach of any of your obligations under this Licence Agreement which **is** capable of being remedied (for example, a failure to comply with the behaviour standards in clause 5 which has not caused a breakdown in the relationship between you and us or a failure to repair the Caravan (clause 4.7) or to pay Pitch Fees promptly (clause 4.3)), 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 which taken together cause a breakdown in the relationship between you and us, we are entitled to write to you to end this Licence Agreement and to require you to make arrangements with us for the immediate removal of the Caravan from the Park.
- 8.3 We are also entitled to bring this Agreement to an end by writing to you giving you not less than one month's notice.

9 When you may terminate the Licence Agreement

- 9.1 You are entitled to bring this Licence Agreement to an end by writing to us giving us not less than one month's notice.

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9.2 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 notice as possible.

9.3 You may also give us a lesser period of notice if you decide not to replace your Caravan on the Pitch following a total loss for which you are insured under clause 4.5. Again, you should still give us as much notice as possible.

10 The consequences of termination of the Licence Agreement

10.1 You will arrange with us for the immediate disconnection and removal of the Caravan and all other property of yours from the Park.

10.2 Payment of our costs in the disconnection or removal of the Caravan from the Pitch will not be sought if we are proven to be in serious breach of our obligations under this Agreement.

10.3 If following termination of this Licence Agreement you fail to arrange the immediate disconnection and removal of the Caravan, we are entitled to disconnect and remove it ourselves after giving you not 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 and you will repay to us the costs we incur (acting reasonably) in the removal and disposal of the Caravan.

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

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

10.6 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 10.5, (b) our reasonable costs of disconnection, removal and disposal or sale and (c) any other undisputed sum due from you to us.

10.7 Where you have terminated this Licence Agreement, **no refunds** are given for early termination of your stay, we reserve the right to re-let the pitch upon cancellation.

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

11 Park Rules

11.1 It may be necessary or desirable to change the Park Rules from time to time, including for reasons of health and safety, the efficient running of the Park, environmental issues, local authority requirements, and/or changes in law or regulations or in the interpretation of law and regulations imposed upon us, in which case we will notify you in writing to your current address.

11.2 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.

12 Hiring out the Caravan

12.1 Part I of this Licence Agreement makes it clear whether or not you are allowed to hire out the Caravan.

13 Keys

13.1 We may hold a key to your Caravan.

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

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PARK RULES

1. Due to fire regulations the size of your unit (awning by special arrangement only) must be given at the time of booking. If on arrival your unit exceeds the dimensions given at the time of booking, then we reserve the right to relocate you to another pitch (additional charges may apply). Should there be no availability elsewhere, then we even reserve the right to refuse you a pitch. No refund would be offered.
2. If you wish to take your unit off the pitch for a period during the season we require your notice at least 7 days prior removing your unit, and the date when you will be returning to the Site.
3. When leaving the site to go home, please ensure that your **GAS** is turned off (disconnected at the regulator), your **ELECTRIC** is switched off (at the hook-up box) and everything is locked away and secure. **ALL AWNINGS SHOULD BE DISASSEMBLED.**
4. No objects shall be left on or around the unit when the unit is unoccupied. This includes but is not limited to windbreaks, tables and chairs, barbecues, flower pots, lighting (including solar lighting) and ornaments.
5. Your awning is an additional 'outdoor space' that is not designed to house electrical items. Therefore, additional fridges, freezers, cookers and such are not permitted within your awning. In event of failing to comply with this regulation, the caravan owner will be ask to remove the household appliance immediately.
6. Only gas bottles that fit in the unit gas locker are permitted when the owner(s) of the caravan is not on site. Gas bottles **MUST NOT** be stored anywhere else outside gas locker of the caravan.
7. All chemical waste from caravan toilets must be disposed of in the chemical waste disposal point provided. Any Caravan Owner (or any other person using their caravan) found to be emptying this waste anywhere else, including the toilet block or any other drains will have this agreement terminated immediately.
8. The use of a hose pipe or pressure washer on a seasonal pitch is not permitted. Any multiple water adapters in use will be removed.
9. Your pitch, unit/awning should be kept/left clean and tidy at all times.
10. Cars must not be parked in such a way as to cause an obstruction.
11. Some site facilities advertised may not be operating early or late in the season.
12. **X NO DOGS.** In the interests of all visitors dogs are not permitted.
13. It is your responsibility to check the details on your booking confirmation are correct and notify us immediately of any discrepancies. We cannot accept responsibility for any errors not corrected prior to arrival.
14. To view our Privacy Policy please visit our website **www.trenanceholidaypark.co.uk**

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Frequently Asked Questions about holiday use

We are confident you will enjoy many happy holidays in your Caravan. This is a holiday park and it is important you consider what that means. The following questions and answers explain the holiday use requirement.

Q. What can my Caravan be used for?

A. Caravans at our Park can only be used for holiday purposes. This means the Caravan may not be someone's main residence. That is why we ask you about the address of your main residence and will continue to do so while you keep the Caravan at the Park.

Q. What is a holiday?

A. A holiday is a period of recreation away from your main residence, during which no work is done.

Q. How frequently can I have a holiday?

A. There is no limit to the number of holidays which can be taken in the Caravan provided that it is not used as someone's only or main place of residence.

Q. Can I work locally, and my children go to local schools?

A. No, as commuting to work or school from this Park would be taken as strongly indicating the Caravan is being used as someone's main residence.

Q. Can I register with the doctor locally?

A. Of course, people get ill on holiday and may use the local doctor as a temporary patient. It should not be necessary for someone with a main residence elsewhere to register with the doctor for holiday periods unless they have particular health requirements.

Q. My main residence is overseas. Does this count?

A. Yes, but all the facts are relevant when deciding whether the overseas property or the Caravan is your main residence. These would include whether you own the overseas property or, if it is rented, then how long you have rented it for, how much time you spend in the Caravan and how much in the overseas property.

Q. Can I run a business from the Caravan?

A. Definitely not. This would not be consistent with holiday use. However, if someone wanted to keep in touch with their work or business whilst they are on holiday, for example, they could use a laptop, tablet or smartphone.

Q. Can I have post delivered to the Park?

A. We do not facilitate this. If post is delivered as a matter of course, this would indicate the Caravan is being used as an only or main place of residence.

Q. Can I register for Council Tax in order to obtain Housing Benefit?

A. No. Business Rates and not Council Tax are charged for Caravans. Paying Council Tax or receiving Housing Benefit to pay the Pitch Fees would be taken as strongly indicating the Caravan is being used as a main residence.

Q. What happens if I break the holiday rule?

A. Your Licence Agreement with us contains your undertaking to comply with the holiday rule. If you broke that we would ask you to stop doing so. If you were to fail to comply, we would be entitled to terminate the Licence Agreement and to ask you to remove the Caravan. The planning authority might also take action against you for breach of the holiday rule.

Q. What happens if my circumstances change?

A. Your Licence Agreement does not allow the Caravan to be used as a main residence, even on a temporary basis

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