

RINGSTEAD CARAVAN COMPANY LIMITED

Registered Office: The Creek, Ringstead, Dorchester, Dorset DT2 8NG

Licence Agreement for a Caravan Holiday Home at

**The Creek Caravan Site
Ringstead
Dorchester
Dorset
DT2 8NG**

Caravan Make: **Atlas**

Model: **Chorus**

Year: **1995 approx**

Size: **28 Feet x 10'6 Feet**

Pitch Number: **currently on Plot 2**

Agreement Start Date: **(01-01-2018)**

Agreement End Date: **31-12-2019**

Company Number: 01390190

PART 1 - Particulars

SITE OWNER (referred to as 'we/us/our' throughout this Licence Agreement):

BUSINESS NAME: *Ringstead Caravan Company Ltd*

CORRESPONDENCE ADDRESS: *Drakes Cottage
North Cheriton
Templecombe
Somerset
BA8 0AL*

CONTACT: *Nicky Fisher*

TELEPHONE DAY: *07725614246*

E-MAIL: *ringsteadcaravans1@gmail.com*

SITE NAME: *The Creek Caravan Site*

ADDRESS: *Fishers Place
Ringstead
Dorchester
Dorset
DT2 8NG*

AGREEMENT OWNER (referred to as 'you/your' throughout this Licence

Agreement):

NAME:

ADDRESS *This Agreement does not permit you to use the Caravan as a permanent residence. The address below must be the only or main residence of the Caravan Owner/s to which all correspondence relating to the Caravan will be sent. You will be required to provide documentary evidence of residence at the address given:*

E-MAIL:

TELEPHONE DAY:

TELEPHONE EVENING:

MOBILE:

CARAVAN DETAILS:

MAKE:	<i>Atlas</i>
MODEL TYPE:	<i>Chorus</i>
LENGTH:	<i>28 Feet</i>
WIDTH:	<i>10'6 Feet</i>
SERIAL NUMBER:	
MAX SLEEPING CAPACITY:	6 (Number of persons)
YEAR OF MANUFACTURE:	<i>1995 approx</i>
LOCATION ON SITE:	<i>Front row</i>
PITCH NUMBER:	<i>currently on Plot 2</i>

PITCH FEE:

2018 PITCH FEE:	<i>£2,600</i>
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PAYABLE ON: **1 April** (and 1 August if paying in two halves)

PITCH FEE YEAR STARTS: **1 January** ENDS: **31 December**

THE PITCH FEE IS REVIEWED EACH YEAR ON: **30 December**

THE NEXT PITCH FEE REVIEW DATE WILL BE: **30-12-2018**

PITCH FEE DUE FOR CURRENT YEAR (apportioned): **full fee**

CURRENT YEAR'S PITCH FEE DUE BY: 01/04/18

SUMMARY OF SOME IMPORTANT TERMS OF THIS AGREEMENT:

AGREEMENT PERIOD STARTS: **(01-01-2018)** ENDS: **31-12-2019**

This means that once the Agreement Period has expired, you must arrange with us for the Caravan to be removed from the Site unless you and we enter into a fresh agreement. There will be no obligation to enter into such an agreement on you or us.

RATE OF COMMISSION PAYABLE TO US ON RESALE OF THE AGREEMENT: **10 %**
of resale price including VAT

NO USE AS A PERMANENT RESIDENCE: The Caravan is for holiday and recreational use only. It would breach this Licence Agreement if the Caravan were used as a permanent residence. The consequences of breaching this Licence Agreement are set out in clause 4.2

YOU ARE ENTITLED TO USE THE CARAVAN EACH YEAR FROM:

1 April TO: 31 October

SITE RULES: You must comply with the Site Rules (copy attached).

INSURANCE: You must insure that Caravan in accordance with clause 4.5.

HIRING OUT THE CARAVAN: ***Is permitted (please see Hire Policy for details)***

WHERE HIRING OUT THE CARAVAN IS PERMITTED, FOR HOLIDAY AND RECREATIONAL USE ONLY IT IS SUBJECT TO A SEPARATE AGREEMENT BETWEEN US AND YOU AND WILL BE ON THE FOLLOWING BASIS:

Voluntary

PITCH SERVICES:

Rates, Water, Electricity, Sewage, Land drainage, Waste Management and Use of Private Road Charge: **Included within the Pitch Fee**

SIGNATURES:

Only sign this legally binding agreement if you read it and fully understand its terms and conditions. Please discuss with us any terms you do not understand or do not wish to agree to, before signing.

SITE OWNER (or representative):

DATE OF AGREEMENT:

AGREEMENT OWNER

DATE OF AGREEMENT:

There should be two signed copies of this Licence Agreement, one kept by you and one kept by us.

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 shown as the Agreement Period in Part I.

1.2 '**Caravan**' means the caravan holiday home described in Part I.

1.3 '**Commission**' means the payment you must make to us if you sell the Caravan and Agreement and we issue a fresh agreement to the new owner. Clause 6 of this Licence Agreement sets out the procedure we and you must follow if you decide to sell the Agreement/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 stepchild of any person as his child.

1.5 '**Hire/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 Licence Agreement or for the purpose of assessing the value of the Caravan under clause 13.

1.7 '**Site 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 Site. A copy of the Site Rules in force at the date of this Licence Agreement is attached.

1.8 '**Pitch**' does not include any part of the Site except that on which the Caravan stands.

1.9 '**Pitch Services**' means the services which we provide for you and which are listed in Part I.

1.10 '**Review Date**' means the day set out in Part I on which the Pitch Fee is changed under clause 8 below.

1.11 '**Site Licence**' means the caravan site licence applicable to the Site 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.

1.12 '**We/our/us**' means the Site Owner described in Part I.

1.13 '**Working Day**' means Monday, Tuesday, Wednesday, Thursday and Friday, unless these are Bank Holidays.

1.14 '**You/your**' means the Caravan Owner 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 agreement.

2. Permission to keep the Caravan on a Pitch

2.1 We permit you throughout the Agreement Period to keep the Caravan on a Pitch at the Site and to use it for holiday and recreational purposes during the period each year described in Part 1.

2.2 This Licence Agreement comes to an end when you sell or transfer the Caravan and Agreement to anyone else including a Family Member.

2.2.1 However, we will give a new Licence Agreement on the terms set out in 6 and 7 below, giving equivalent permission to keep the Caravan on a Pitch of our choosing:

- 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.

2.3 This Licence Agreement does not entitle your purchaser/inheritor to occupy your current pitch.

3. Our Obligations

We agree with you as follows:

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 for other reasons beyond our control such as

interruptions in the supply of services to us or due to erosion.

3.2 We will move the Caravan from the Site or the Pitch only in accordance with the provisions of clauses 9, 11 and 13.

3.3 We will notify you of any changes to the Site 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 Site against usual third party risks to a minimum of £2m per claim.

3.6 The Creek Caravan Park is sited on a World Heritage Site and subject to additional planning regulations. If land slippage occurs on the Park due to erosion or for any other cause and pitches become damaged, we will assess with yourselves, and if necessary get an independent expert opinion, to establish if your pitch is safe to be occupied. In the event of your pitch being deemed unsafe to use or the Park infrastructure being damaged due to erosion or for any other cause such that the services to the caravans are no longer able to function and we are unable to effect satisfactory repairs due to cost or due to Planning regulations and/or English Heritage regulations and other similar regulations and requirements from organisations or successor organisations empowered to judge upon this matter, this Licence will be terminated and you will be required to remove your caravan from the pitch (see 4.11 below).

In the event of erosion occurring we will not be responsible for any damages to your caravan or recovery costs.

4. Your Obligations

You agree with us as follows:

4.1 To comply with the terms of this Licence Agreement and the Site Rules.

4.2 To use the Caravan only for holiday and recreational purposes (and not as

your only or main permanent residence). You agree to produce to us in response to a written request 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, 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 I.

4.4 To pay to us interest at 4% per annum over base rate from time to time of a London clearing bank (in Northern Ireland, a Northern Irish Bank) nominated by us on any undisputed sums overdue.

4.5. To insure the Caravan to its full value against all usual risks including fire and smoke, explosion, lightning and thunderbolt, earthquake, riot, civil commotion, strikes and labour disturbances, aircraft and other aerial devices or anything dropped or falling from them, storm or flood, theft or attempted theft, escape of water or oil from any fixed domestic water or heating installation, collision by any vehicle or animal, breakage or collapse of television or radio aerials, satellite receiving dishes, their fittings or masts, malicious acts or vandalism, water freezing in any fixed domestic water or heating installation, falling trees, telegraph poles or lampposts or any parts of them, accidental damage to underground service pipes and cables for which you are responsible, accidental breakage to fixed glass in windows, doors, fanlights and skylights and ceramic hobs in fixed appliances, accidental breakage of sanitary fixtures, subsidence, heave or landslip of the site on which the Caravan stands, accidental damage, architects, surveyors legal and other fees to re-build or repair the Caravan, cost of removing debris, demolishing, propping up or supporting parts which have been damaged, The additional costs of rebuilding or repairing the damaged parts of the Caravan to meet any Government or Local Authority requirements, cost incurred in the delivery and/or re-siting of any structure at the insured premises, loss of rent and alternative accommodation, Property Owners Liability, Public and Employees Liability.

4.5.1 The sum insured for Property Owners Liability, Public and Employees Liability shall not be less than £2,000,000

4.5.3 Unless you insure through our agency or by using our brokers, you agree to provide proof of insurance by providing us with a copy of your insurance details each year.

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.

4.7 Not to do or omit to do anything which might put us in breach of any condition of the Site Licence which is available on the Site in a conspicuous place and to comply with all statutory requirements (including any relevant planning permissions) in relation to the Caravan and its installations and furnishings. For example, the conditions of the Site Licence which are likely to affect you are 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.

4.8 Not to carry out any building works at the Site or to erect any extension to the Caravan or without our written permission to erect any hut, fence, structure, TV aerial or clothes line or to connect any services or utilities to the Caravan. We will only withhold our consent to such works on reasonable grounds.

4.9 To give us written 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 so that we can check their insurance and competence in order to maintain a safe environment on the Site at least seven days before the contractors start work (or in the case of emergency, as much notice as possible).

4.10 To permit us to remove the Caravan from the Pitch in accordance with the rights we have under clause 9, 11 and 13 of this Licence Agreement.

4.11 You have an obligation to arrange with us the removal of the Caravan from the Site following the expiry of the Agreement Period (for whatever reason) in accordance with clause 13.1. To maintain standards on the Site and to prevent damage to the Site 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 Site 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.

4.12 To comply with any requirement contained in Part I as to Hiring out the Caravan.

4.13 To comply with the provisions of clause 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 I of this Licence Agreement.

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 Site including us, our staff, other customers of ours and users of other caravans and accommodation at the Site.

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

5.3 Not to:

5.3.1 commit any criminal offence at the Site or use the Caravan in connection with any criminal activity.

5.3.2 commit any acts of vandalism or nuisance.

5.3.3 use fireworks.

5.3.4 keep or carry any firearm or any other weapon at the site.

5.3.5 use any unlawful drugs.

5.3.6 create undue noise or disturbance.

5.3.7 carry on any trade or business at the Site.

5.3.8 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 and right to occupy a pitch

~~For the remaining years of this Agreement we will continue to operate a system of allowing existing Owners to move forward to a pitch that becomes vacant due to a current Owner selling. The order in which existing Owners can move to a pitch nearer the front of the Site is determined by the date they joined the Site. **Therefore, although you have an Agreement determining your right to occupy a pitch and it is this right that you may sell/transfer, we do not guarantee that the purchaser of your caravan or the proven family member (in the case of inheritance) will be able to occupy the same pitch that you currently occupy. You will be responsible for all re-siting costs should your caravan have to move to a new pitch of our choosing, due to an existing Owner requesting to move his caravan onto your current pitch.**~~

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

6.1.1 Off the Site so long as the caravan is moveable and you arrange the removal of the Caravan through us in accordance with clause 4.11 above.

6.1.2 To another Owner on the Site so long as the caravan is in a moveable condition and has not deteriorated to such an extent that it looks shabby and causes distress to neighbours on the Site.

6.1.3 Or on a Pitch of our choosing to a buyer approved by us in accordance with the provisions of clause 6.3 who will be purchasing the right to a new Agreement to last for the remaining years of your Agreement

6.2 Where relevant (6.1.3), your sale price guide must include your caravan, shed, right to occupy a pitch and a contingency fund to cover the expense of moving and installing your Caravan on another pitch should this be required

6.3 You agree the procedure for selling the Caravan on a Pitch (6.1.3) as follows:

6.3.1 You agree to write and tell us if you are putting the Caravan on the market for sale while it remains on the Site 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 give us the name of the company and the reference number of the finance agreement. You provide us with your guide price.

6.3.2 You arrange all safety checks by competent contractors, for example for gas and electrical installations to ensure the safety of the Caravan and produce the certificates to us on request.

6.3.3 We market the Caravan through our waiting list, website and database of visitors and invite interested parties to bid for the Caravan and right to occupy a pitch through a sealed bid system with the highest bidder being successful.

6.3.4 You agree to allow us to vet your prospective buyer by seeking suitable references and carrying out the enquiries we consider to be appropriate. 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.

6.3.5 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 a) a cooling off period, b) discharging any finance outstanding on the Caravan of which you have notified us in writing, c) deducting any outstanding money owed to us and d) deducting the Commission owed to us (see Part 1).

6.3.6 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, on a pitch identified by ourselves. In other respects the new Agreement will contain no less favourable terms to your buyer than this Licence Agreement.

6.3.7 Before we issue the new Agreement to your buyer we will charge you a Commission at the percentage rate stated in Part 1 of this Licence Agreement of the price paid for the Caravan and a new Agreement as explained in clause

6.3.3 unless we are proven to be in serious breach of our obligations under this Agreement.

6.3.8 Apart from the Commission, we will not make any other charges to you without your express agreement or unless additional rights or services are agreed between the parties.

6.3.9 We will charge your buyer a £2,000 joining fee.

6.4 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 and the right to occupy a pitch away

7.1 You have the right to make a gift of the Caravan and right to occupy a pitch as determined by this Agreement 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 and right to occupy a pitch to a Family Member or a Family Member inherits the Caravan following your death, the Family Member may apply to us for a new Agreement to keep the Caravan on the Site, provided that

7.2.1 the Family Member permits us to seek suitable references and to carry out appropriate enquiries,

7.2.2 he attends a meeting with us should we require one and

7.2.3 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 unexpired, and otherwise containing no less favourable terms to the Family Member as this Licence Agreement is to you, without charge, however we do not guarantee to offer the right to occupy the same pitch you currently hold.

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 which is proposed.

8.3 The proposed reviewed Pitch Fee will become payable with effect from the Review Date unless you write to us objecting to the proposal within 28 days. If that happens then you and we shall take the following steps:

8.3.1 Until the reviewed Pitch Fee is determined, you will continue to pay the Pitch Fee at the rate which was last payable under this Licence Agreement.

8.3.2 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.

8.3.3 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:

8.4.1 Any charges which 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.

8.4.2 Inflation.

8.4.3 Sums spent by us on the Site and/or its facilities for the benefit of the owners of caravans.

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

8.4.5 Market rates for pitch fees.

8.5 Clause 16 below applies in the event of dispute over a proposed increase in the Pitch Fee.

8.6 Where we review our charges so that you pay a 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 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 Site and this clause sets out the basis on which we may do that, for example because we are redeveloping an area of the Site, or installing some facility or are required to comply with a Local Authority Site Licence condition or for access to an area of the Site which cannot reasonably be gained by any other route.

9.2.1 We are allowed to move the Caravan for the purposes of redevelopment and/or maintenance of the Site 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.

9.2.2 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 work.

9.3 We will be responsible for all reasonable costs incurred in moving the Caravan.

9.4 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 must offer an alternative

pitch of similar quality to the original pitch as it was before the move if a pitch is available. Where no pitch is available due to erosion or other forces outside our control then this Agreement is terminated.

9.5 Any dispute arising under clause 9.4 above as to the pleasantness of the alternative pitch or the question 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 Licence Agreement

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

10.1 by you giving us notice in writing of your wish to end it.

10.2 by you giving us notice that you wish to sell your caravan and leave the Park

10.3 because the Agreement period, 31/12/2019, has been reached.

10.4 by us terminating it because you have broken your obligations under this Licence Agreement.

10.5 upon the Site Licence issued to the Company in respect of the Caravan Site being revoked for any reason.

10.6 in the event of your pitch being deemed unsafe to use or the Park infrastructure being damaged due to erosion or for any other cause such that the services to the caravans are no longer able to function and we are unable to effect satisfactory repairs due to cost or due to Planning regulations and/or English Heritage regulations and other similar regulations and requirements from organisations or successor organisations empowered to judge upon this matter, this Licence will be terminated and you will be required to remove your caravan from the pitch (see 3.6 & 4.11).

11. When we may terminate the Licence Agreement

11.1 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.

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 (clause 4.6) 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 mounts to persistent breaches of obligation 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 end the Licence Agreement and to require you to make arrangements with us for the removal of the Caravan from the Site within 28 days.

12. When you may terminate the Licence Agreement

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 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.

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 Site within one month after termination of this Licence Agreement however that comes about. In accordance with clause 4.11 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 movement or de-siting of 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 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 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 removal and disposal of the Caravan.

13.3 Where you have terminated the Licence Agreement, we will repay to you at least on the scale set out below any Pitch Fees (excluding rates) and other charges which you have paid us for a period after the Licence Agreement has ended, less any sums properly due to us. Where the number of months since the payment date to the end of the month of termination is:

Months since due payment date	Percentage refund due
Up to 1	80%
1 to 2	70%
2 to 3	60%
3 to 4	50%
4 to 5	40%
5 to 6	30%
6 to 7	20%
7 to 8	10%
8 to 9 or after 30 th June each year	No refund

The scale of percentage refund payments set out above does not prejudice any further action you take against us if we are proven to be in breach of our obligations under this Agreement.

13.4. 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.

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

14. Site Rules

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

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

15. Hiring out the Caravan

15.1 Part I of this Licence Agreement makes it clear

15.1.1 whether or not you are allowed to Hire out the Caravan on a voluntary or a compulsory basis

15.1.2 and whether you must Hire out the Caravan exclusively through our agency.

15.2 If you are required to Hire out the Caravan exclusively through our agency, this means we can Hire out the Caravan for you. If Hiring out is permitted, whether compulsorily or voluntarily, it will take place on the basis of a separate agreement between us.

16. Disputes

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

16.1.1 We may agree between us to refer any dispute to an arbitrator (or in Scotland an arbiter) as an alternative 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.

16.1.2 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 between us shall be sent to the address appearing in Part I unless we have told you or you have told us of another address to be used instead. Letters and other communications will not be addressed to you at the Caravan.

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.

Attached: Site Rules

This Agreement supersedes the Agreement under which the Owner and (if applicable) his predecessors in title have enjoyed a Licence from the Company prior to the date hereof and the parties hereby agree that such Agreement is duly terminated and shall be of no further effect

Only sign this legally binding agreement if you have read it and fully understand its terms and conditions. Please discuss with us any terms you do not understand or do not wish to agree to, b