

licence agreement for a Holiday Home

darwin
escapes

licence agreement for a Holiday Home pitch

for a Holiday Home at

Norfolk Woods Resort & Spa

part 1

particulars

PARK OWNER (referred to as “we/us/our” throughout this Licence Agreement):

Darwin (Norfolk Woods) Limited. Norfolk Woods Resort & Spa, Station Road, Talacre, Flintshire CH8 9RD

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

PARK:

ADDRESS:

MAIN TELEPHONE:

HOLIDAY HOME OWNER (referred to as “you/your” throughout this Licence Agreement):

**FULL NAMES
OF OWNERS:**

ADDRESS This Agreement does not permit you to use the Holiday Home as a permanent residence. The address that you give below must be the only or main residence of the Holiday Home Owner/s to which all correspondence relating to the Holiday Home will be sent. You will be required to provide documentary evidence of residence at the address given annually, along with your current insurance certificate, when paying pitch fees. Permanent residence means where you reside the majority of the time. This cannot be your Holiday Home. Using your Holiday Home as your permanent residence would result in termination of this licence agreement.

POSTCODE:

EMAIL:

TEL DAY:

TEL EVENING:

MOBILE:

FAX:

HOLIDAY HOME DETAILS:

MAKE:	<input type="text"/>	MODEL TYPE:	<input type="text"/>
LENGTH:	<input type="text"/>	WIDTH:	<input type="text"/>
SERIAL NUMBER:		<input type="text"/>	
NUMBER OF BEDROOMS:	<input type="text"/>	YEAR OF MANUFACTURE:	<input type="text"/>
LOCATION ON PARK: <input type="text"/>			

PITCH FEE:

ANNUAL PITCH FEE: £	<input type="text"/>	PAYABLE ON:	<input type="text"/>
including VAT where charged		(Payment Date - dd/mm)	
PITCH FEE YEAR: STARTS	<input type="text"/>	ENDS:	<input type="text"/>
(dd/mm)		(dd/mm)	
THE PITCH FEE IS REVIEWED EACH YEAR ON:	<input type="text"/>		
		(Review Date dd/mm)	
THE NEXT PITCH FEE REVIEW DATE WILL BE:	<input type="text"/>		
		(dd/mm/yyyy)	
PITCH FEE DUE FOR CURRENT YEAR (apportioned): £	<input type="text"/>		
		including VAT where charged	

summary of some important terms of this agreement:

AGREEMENT PERIOD STARTS:

(dd/mm/yyyy)

ENDS:

(dd/mm/yyyy)

However, if the Holiday Home is in a satisfactory state of repair and condition both visually and structurally, then even though the Agreement period has expired, you may have the right to continue the Agreement, **subject to review on an annual basis.**

At the end of the Licence Agreement period, you will be required to remove your Holiday Home from your pitch and will be responsible for all associated costs including disconnection, removal and disposal. This includes the removal of decking (if applicable) and may also include the cost of crane hire if required.

**RATE OF COMMISSION PAYABLE TO US ON
RESALE OF HOLIDAY HOME ON THE PITCH:**

% of resale price achieved plus VAT

RIGHT TO REPLACE HOLIDAY HOME

Your right to replace the Holiday Home under this agreement on the pitch is limited to replacement only following destruction by fire, natural disaster or other similar occurrence.

NO USE AS A PERMANENT RESIDENCE

The Holiday Home is for holiday and recreational use only. It would breach this Licence Agreement if the Holiday Home 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 HOLIDAY HOME EACH YEAR**

It may not be used as your primary residence

FROM:

(dd/mm)

TO:

(dd/mm)

PARK RULES

You must comply with the Park Rules (copy attached) and provide a copy of the policy each year.

INSURANCE

You must insure the Holiday Home in accordance with clause 4.5.

HIRING OUT THE HOLIDAY HOME

☐

is permitted

☐

is not permitted

Where hiring out the Holiday Home 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

☐

voluntary and must be undertaken
exclusively through us

☐

compulsory

☐

compulsory and must be
undertaken exclusively
through us

PITCH SERVICES AND OTHER CHARGES

	Services included within the Pitch Fee	Other additional charges
General Rates (Local Authority) _____	<input type="checkbox"/>	<input type="checkbox"/>
Water _____	<input type="checkbox"/>	<input type="checkbox"/>
Electricity _____	<input type="checkbox"/>	<input type="checkbox"/>
Electricity Standing Charge/Meter Rental _____	<input type="checkbox"/>	<input type="checkbox"/>
Gas _____	<input type="checkbox"/>	<input type="checkbox"/>
Grounds Maintenance _____	<input type="checkbox"/>	<input type="checkbox"/>
Security _____	<input type="checkbox"/>	<input type="checkbox"/>
Winter Storage _____	<input type="checkbox"/>	<input type="checkbox"/>
Winter Drain Down _____	<input type="checkbox"/>	<input type="checkbox"/>
Waste Management _____	<input type="checkbox"/>	<input type="checkbox"/>
<input type="text" value="other service"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="text" value="other service"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="text" value="other service"/>	<input type="checkbox"/>	<input type="checkbox"/>

Access to the facilities can vary according to the park/resorts individual opening times.
Access may also be disrupted, reduced or cancelled due to uncontrollable external influences, i.e. government guidance or directives.

SIGNATURES

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, before signing.

PARK OWNER (or representative):

Darwin (Norfolk Woods) Limited.
Norfolk Woods Resort & Spa, Station Road,
Talacre, Flintshire CH8 9RD

(Signature)

(Name)

DATE OF AGREEMENT:

(dd/mm/yyyy)

HOLIDAY HOME OWNER(S) [ALL PARTIES MUST SIGN]:

(Signature/s)

(Name/s)

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

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 "Holiday Home" means the caravan/lodge Holiday Home described in Part I.
- 1.3 "Commission" means the payment you must make to us if you sell the Holiday Home on the pitch 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 Holiday Home. The percentage figure is explained in Part I
- 1.4 "Family Member" means your spouse, civil partner, parent, child, grandchild, brother or sister 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 Holiday Home 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 Holiday Home under clause 13.
- 1.7 "Inflation" means the movement over the previous 12 months from the review date of the Retail Prices Index published by the Office of National Statistics. The expression is referred to in the following provisions of this Agreement:
 - The issue of a charge for noting policy details under clause 4.5.3 or
 - The review of the annual pitch fee under clause 8.4 for which purpose regard will be had to the RPI rate published in June each year by the ONS or
 - Calculating the sum due from you before we are entitled to retain the Holiday Home under clause 13.5

If it becomes impossible to measure Inflation by means of the Retail Prices Index 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 Holiday Home and other facilities at the Park. The Park Rules form part of our contract with you and should be read in conjunction with this licence agreement. A copy of the Park Rules in force at the date of this Licence Agreement is attached.
- 1.9 "Pitch" does not include any part of the Park except that on which the Holiday Home stands.
- 1.10 "Pitch Fee(s)" means the amount we charge you each year to keep your Holiday Home on the pitch pursuant to clause 2.1.
- 1.11 "Pitch Services" means the services which we provide for you and which are listed in Part I.
- 1.12 "Review Date" means the day set out in Part I on which the Pitch Fee is changed under clause 8 below.
- 1.13 "Site Licence" means the Holiday Home 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.
- 1.14 "we/our/us" means the Park Owner described in Part I.
- 1.15 "Working Days" means Monday, Tuesday, Wednesday, Thursday and Friday, unless these are Bank Holidays.
- 1.16 "you/your" means the Holiday Home Owner described in Part I. Where there is more than one person described as the Holiday Home Owner in this Licence Agreement each is fully responsible for the obligations under this agreement.

2. Permission to keep the Holiday Home on the Pitch

- 2.1 We permit you throughout the Agreement Period to keep the Holiday Home on the Pitch at the Park and to use it for holiday and recreational purposes only during the period each year described in Part I.
- 2.2 This Licence Agreement is personal to you and may not be assigned or transferred to any other person.
- 2.2.1 The Licence Agreement comes to an end when you sell or transfer the Holiday Home to anyone else including a Family Member.
- 2.2.2 However, we will give a new licence agreement on the terms set out in clauses and 7 below, giving equivalent permission keep the Holiday Home 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 Holiday Home or
 - To a Family Member who is approved by us and who inherits the Holiday Home. 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.
- 2.2.3 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.
- 2.3 This Licence Agreement does not entitle you to purchase any alternative or replacement Holiday Home except in the event of a total loss of the Holiday Home by fire or some similar occurrence. You will then be entitled to arrange for us to site a replacement Holiday Home of a similar type and size as the Holiday Home.

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 Holiday Home 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, epidemics, or due to government or local authority directives/statutory requirements howsoever arising.
- 3.2 We will move the Holiday Home from the Park 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 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 Licence Agreement and the Park Rules.
- 4.2 To use the Holiday Home 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), being a council tax bill plus a utility bill/ driving licence in your name(s). 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 by 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 to Lloyds bank on any undisputed sums overdue.
- 4.5 To insure the Holiday Home 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 Holiday Home stands, accidental damage, architects, surveyors legal and other fees to re-build or repair the Holiday Home, 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 Holiday Home 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 loss of or damage to the Holiday Home shall include the following:
- 4.5.1.1 the retail price on the Park of a new Holiday Home of a similar type and size to the Holiday Home,
- 4.5.1.2 the cost of replacing any existing ancillary structures (for example steps),
- 4.5.1.3 the cost of clearing wreckage from the Pitch and disposing of the Holiday Home destroyed by fire, natural disaster or other similar occurrence, and
- 4.5.1.4 the cost of delivery, siting and connecting the new Holiday Home (if not included in the retail price).
- 4.5.2 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 and to pay us an annual fee of £40 plus VAT for verifying the level of cover, maintaining administrative records, copying and invoicing. This fee is to change each year in line with Inflation up to the previous Review Date.
- 4.6 To keep the Holiday Home 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.
- 4.7 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 park in a conspicuous place and to comply with all statutory requirements (including any relevant planning permissions) in relation to the Holiday Home 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 Holiday Homes to be kept clear, those prohibiting combustible structures between Holiday Homes, those regarding car parking and those requiring the underside of Holiday Homes to be kept clear.
- 4.8 Not to carry out any building works at the Park or to erect any extension to the Holiday Home or without our written permission to erect any hut, shed, fence, structure, TV aerial CCTV, clothes line or items of a similar nature etc., or to connect any services or utilities to the Holiday Home. Nothing may be put upon the caravan except the name or number of 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 Holiday Home 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 Park at least seven days before the contractors start work. We reserve the right to refuse consent to access by external contractors who are not properly qualified or who are not prepared to comply with our reasonable requirements or cannot provide proof of insurance.
- 4.10 To permit us to remove the Holiday Home from the Pitch in accordance with the rights we have under clauses 9, 11 and 13 of this Licence Agreement.
- 4.11 You have an obligation to arrange with us the removal of the Holiday Home 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 Holiday Home (even after termination of this Licence Agreement) must be done by us or by our contractors. You agree to pay us for removing the Holiday Home from the Park or for moving the Holiday Home 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 Holiday Home. 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 Holiday Home, if hiring out is permitted.
- 4.13 To comply with the provisions of clauses 6 and 7 below when selling or gifting the Holiday Home or when it is inherited.
- 4.14 To use the Holiday home only during the period of year indicated in Part I of this Licence Agreement, and only for holidays and recreational use.
- ## 5. Behaviour Standards
- By entering into this Licence Agreement you agree for yourself and all people who use or visit the Holiday Home (including in each case children in their party). To abide by the park rules and 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 Holiday Home or the Park including us, our staff, other customers of ours and users of other Holiday Homes and accommodation at the Park.
- 5.2 To supervise children under the age of 18 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 Park or use the Holiday Home 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 Park.
- 5.3.5 use any unlawful drugs.

- 5.3.6 create undue noise or disturbance.
- 5.3.7 advertise or carry on any trade or business at the Park
- 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 Holiday Home.
- 5.3.9 subject any of our staff, owners, guests or visitors to any verbal or physical abuse or acts of aggression. Such behaviour will be considered a serious breach.
- 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 Holiday Home

- 6.1 You may sell the Holiday Home in one of three ways:
 - 6.1.1 To us if we agree
 - 6.1.2 Or on the Pitch to a buyer approved by us in accordance with the provisions of clause 6.2
 - 6.1.3 Or off the park so long as you arrange the removal of the Holiday Home through us and pay our charges for de-siting and removing the Holiday Home from the Pitch in accordance with clause 4.11 above.
- 6.2 You agree the procedure for selling the Holiday Home on the Pitch as follows:
 - 6.2.1 You agree to write and tell us if you are putting the Holiday Home 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 Holiday Home. You agree to tell us in writing whether the Holiday Home is subject to finance and if it is, to give us the name of the company and the reference number of the finance agreement.
 - 6.2.2 You arrange all relevant safety checks by competent contractors, for example for gas and electrical installations to ensure the safety of the Holiday Home and produce the certificates to us on request.
 - 6.2.3 You market the Holiday Home and find a buyer.
 - 6.2.4 You agree to write to us telling us the price at which you intend to sell the Holiday Home to your buyer in which case we are entitled to buy the Holiday Home from you, for the same price, without charging you any Commission during the five Working Days after our receiving your letter. If we wish to buy the Holiday Home under this arrangement, we will notify you in writing by either email or first class post whichever you indicate in your letter is your preference. If we buy the Holiday Home 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 Holiday Home within five Working Days after sending you notification of our decision to purchase the Holiday Home. Any discounted site fee offers that may have received on purchase of the Holiday Home or stated on a sales invoice are not transferable in the event of a sale to a new owner. In the event of a sale, the new buyer will refer to the site fee stated on the License Agreement plus any increases that have happened over the subsequent years since the first purchase.
 - 6.2.5 If we decide not to purchase the Holiday Home, 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.

- 6.2.6 The transaction must be conducted through us 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 discharging any finance outstanding on the Holiday Home of which you have notified us in writing and payment to us of the Commission and VAT.
- 6.2.7 Where we have approved your buyer and the sale has been transacted, we will give your buyer 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.
- 6.2.8 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 Holiday Home as explained in clause 6.2.6 unless we are proven to be in serious breach of our obligations under this Agreement.
- 6.2.9 Apart from the Commission, we will not make any other charges to you or to the buyer of the Holiday Home without your or the buyer's express agreement or unless additional rights or services are agreed between the parties. This includes not charging the buyer any Pitch Fees for the residue of the year in which the sale takes place over and above those paid by you for the year, meaning that the sale price is deemed to include the residue of the Pitch Fee paid by you.
- 6.3 The rights to sell the Holiday Home contained in this clause 6 may be exercised by your personal representatives after your death.

7. Giving the Holiday Home away

- 7.1 You have the right to make a gift of the Holiday Home 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 Holiday Home to a Family Member or a Family Member inherits the Holiday Home following your death, the Family Member may apply to us for an agreement to keep the Holiday Home on the Park, provided that
 - 7.2.1 the Family Member permits us to seek suitable references and to carry out appropriate enquiries,
 - 7.2.2 the Family Member 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.
- 7.3 The rights contained in this clause 7 do not affect the right of your personal representatives to sell the Holiday Home 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 or around the Review Date we are entitled to change the Pitch Fee. We will endeavour to give you at least two month's notice in writing before the Review Date of any increase in the Pitch Fee. Though we reserve the right to give less notice than this.
- 8.2 We will give you a written summary 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 not less than 51% of the owners of Holiday Homes 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:
- 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 set by and paid to third parties, including those caused by a change in the law or rates of taxation.
- 8.4.2** Inflation as referred to in paragraph 1.7 ("Inflation").
- 8.4.3** Sums spent by us on the Park and/or its facilities for the benefit of the owners of Holiday Homes.
- 8.4.4** Changes in our operating costs and the costs of running the park howsoever arising but including by way of example only, rent or bank borrowing increases and labour rates.
- 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 Holiday Home

- 9.1** Within the Agreement Period, we may wish to move the Holiday Home to another part of the Park and this clause sets out the basis on which we may do that, for example only because 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.
- 9.2.1** We are allowed to move the Holiday Home 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 Holiday Home 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 Holiday Home.
- 9.4** Following the movement of the Holiday Home, we are entitled to return the Holiday Home 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.
- 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** Because the Agreement Period has come to an end.
- 10.3** By the sale of the Holiday Home or by you losing ownership of it.
- 10.4** By us terminating it because you have broken your obligations under this Licence Agreement.

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 provide proof of a permanent residential address or using the park as your primary address (clause 4.2) or a failure to repair the Holiday Home (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 amounts 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 Holiday Home 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 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 Holiday Home and all other property of yours from the Park within 28 days 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 Holiday Home 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 Holiday Home 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 Holiday Home 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 Holiday Home 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 Holiday Home as we see fit and you will repay to us the costs we incur (acting reasonably) in removal and disposal of the Holiday Home.

- 13.3** Where you have terminated the Licence Agreement, we will repay to you 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.

Repay 80% where your licence agreement still has 11 or more months to run. Repay 40% where your licence agreement still has 9 months or more to run. No repayment where your licence agreement has less than 9 months to run.

The scale of percentage refund payments explained in this clause 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 13.3 above.
- 13.5** We have the right to retain the Holiday Home until you have paid any undisputed sum due to us on termination of this 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 and safety, the efficient running of the park, environmental issues. We will notify you in writing to your current address of any such changes.
- 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.
- 14.3** If any of the park rules are inconsistent with the terms of this licence agreement, then the express terms of this licence agreement take precedence.

15. Hiring out the Holiday Home

- 15.1** Part I of this Licence Agreement makes it clear.
- 15.1.1** Whether or not you are allowed to Hire out the Holiday Home be that on a voluntary or a compulsory basis.
- 15.1.2** Whether you must Hire out the Holiday Home exclusively through our agency.
- 15.2** If you are required to Hire out the Holiday Home exclusively through our agency, this means we can Hire out the Holiday Home 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 (appointed by the British Holiday and Home Parks Association) as an alternative to going to court. However, neither we or you are prevented from going to court in respect of any dispute if either party wishes to do so.
- 16.1.2** We may refer questions arising under clause 9 or clause 13.2 to an Independent Surveyor.

17. Communications

- 17.1** you agree that any letters or communications between us shall be sent to you at the email address appearing in Part 1. At our absolute discretion, communications may also be sent by us to you in the post to the permanent residential address appearing in Part 1 unless you have told us of another address to be used instead. Communications to us should be sent by email to the following email address communications@darwinescapes.co.uk. Letters and other communications will not be addressed to you at the Holiday Home.

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.

Norfolk Woods Resort & Spa
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