



Department of
**Enterprise, Trade
and Investment**
www.detini.gov.uk

Trading Standards Service

Caravan Holiday Homes

The questions you should ask

February 2014

Crown Copyright

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This document is also available in an accessible format if required i.e. Braille, large print, audio cassette or in a minority ethnic language

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The following information is for guidance only and is not intended to be a definite statement of the law affecting agreements to keep a caravan on holiday caravan park

1

Who is this booklet for?

This booklet provides advice for owners, or people considering buying a caravan holiday home, commonly known as a 'static' caravan. This is the type of caravan, which is:

- kept on a holiday park that is only open for certain months of the year,
- is sited on a "pitch", and
- is used for holiday purposes only.



While it is important that the individual sections are read and understood by anyone considering buying a caravan, it is strongly recommended that you pay particular attention to:

Section 5 - Dealing with the written information you should receive before you agree to occupy a holiday caravan pitch; and

Section 8 - Containing a summary of the issues that caravan owners have been asking most questions about since the Caravans Act (NI) 2011 came into effect, and our responses to those questions.

This booklet is not for owners of touring caravans, motorhomes or residential park homes.

2

How do caravan parks work in Northern Ireland?

Northern Ireland has over 100 caravan parks, most of which are located around the coasts of North Antrim, South Down, the Ards Peninsula and throughout Fermanagh. The vast majority of these are operated as privately owned businesses.

Before you check out the parks in your preferred area you should be aware that the purchase of a caravan, and where it will be sited on the park, is usually all part of the one deal. **This grants you permission to use the caravan in accordance with the contract and park rules (known more commonly as the licence, referred to in the rest of this booklet as 'the Agreement')**. (See section 5 for an explanation of these terms). You should visit parks you are interested in with the following in mind:

- the prices of the caravans on sale and their likely resale value;
- the length of time covered by the Agreement. It is recommended that you should look for a minimum of a ten year licence if purchasing a new caravan. There should be no requirement to replace the caravan in a number of years in order to remain on site;
- the cost of pitch rental;
- any other charges (see section 3);
- what amenities are available on the park and nearby;
- the terms and conditions contained in the Agreement (see section 5);
- where the caravan will be located on the park;
- whether the owner is a member of an industry trade association and subscribes to a code of practice (see page 16); and
- your own personal preferences.

Buying a holiday caravan is part of a package that includes a written Agreement to site it on a pitch. As such, if it is new, it is usual that you will have to buy it from or through the park owner. Some park owners are agents or dealers for particular types of caravans. You may be offered a choice of a new or a second hand caravan.

The introduction of the Caravans Act (Northern Ireland) 2011 requires park owners to give a written statement (referred to in this booklet as 'the Agreement') to anyone renting a holiday pitch for more than 28 days (see section 5 for more information on the Act's requirements).

This Agreement should make clear any terms specifying the length of time the caravan owner will be permitted to keep their caravan on the park and what will happen when that time expires. It is not permissible for an Agreement to specify that the caravan must be replaced after it reaches a certain age. It is very important that you read and understand all the terms of your Agreement before you commit to rent a pitch or purchase a caravan.

Remember, buying a caravan and moving onto a pitch is a long-term commitment. To minimise problems, you should be sure that all the terms and conditions are agreeable to you so that there are less likely to be surprises in the future.

Finally, it is important to emphasise that, although you own the caravan, you do not own the land on which it is pitched.

Therefore you have no legal right to sell your caravan on its existing pitch to another party without the permission/approval of the park owner (see Section 4).

3

What will it all cost?

WHAT WILL IT ALL COST?

CAPITAL COSTS

The caravan itself

INSTALLATION

Transport, siting, connection and commissioning

RUNNING COSTS

Pitch Fees

Electricity and gas

Rates

Annual maintenance and servicing

Repair

Insurance

VAT



Buying a caravan

The biggest initial outlay is the caravan itself. The price of a new caravan depends on its size, accommodation, style and the fitted extras. A second hand caravan is valued according to its age and condition.

You should bear in mind that a caravan is a depreciating asset and a new caravan will quickly depreciate in much the same way as a new car.

There may be further costs relating to siting and commissioning of the caravan and transportation (if bought off the park). Commissioning covers such things as building or improving a foundation (a base) on which the caravan sits, connecting it to electricity, gas, water and sewerage and ensuring the appliances are working.

Remember: Get an “all-in” quote when negotiating the purchase.

Do not forget about the costs of occasional repair, maintenance, improvement and servicing.

Pitch Fees

Since you hope to use the park for a number of years, find out as much as possible about previous and future price increases.

The biggest of the annual running costs is the pitch fee.

Pitch fees tend to increase from year to year. Factors like inflation, district and regional rates and the cost of any improvements the park owner chooses to make would normally be the main contributors to increased pitch fees. In addition, some parks have special areas with more services (e.g. piped gas) for which you can expect to pay extra.

Although you cannot expect a guarantee as to the exact amount of future increases, the park owner should be able to tell you what factors he uses to determine the pitch fee increase such as the Retail Price Index (RPI) for inflation and these should be set out in the Agreement.

If you consider that the park owner is using a term in your Agreement to increase pitch fees excessively or unjustifiably then this term may be challenged for fairness (under the Unfair Terms in Consumer Contracts Regulations 1999). You should contact the Trading Standards Service for advice on this matter (see Section 7). However, if your Agreement to rent the pitch is only for 12 months then it will not normally include a term relating to pitch fee reviews. Where a new (12 month) Agreement is offered, any increase in pitch fees from the previous Agreement is not subject to challenge under the regulations as the new Agreement is a separate contract.

Some park owners charge a higher pitch fee if they did not sell you the caravan e.g. you bought it directly from someone selling their caravan and leaving the park.

Pitch fees, for the following season, are normally due for payment in the first quarter of each year. Many park owners offer a discount if you pay them before a certain date.

Electricity & Gas

You will need to buy electricity and gas when the caravan is in use.

The maximum price at which electricity can be sold to a caravan owner is controlled by law. Since 6 September 2007 electricity cannot be resold at a profit. (A small charge may be made for reading the meter and making up the bill). Either the park or the individual pitch should be metered. If the pitch is metered the bill should state the units consumed, the cost per unit and the total price. If only the park is metered the bill should state the number of units apportioned fairly to the caravan, the cost per unit and the total price. You can ask to see the bill to verify the charges (see section 7 for who can help).

Most caravans use LPG (liquefied petroleum gas) supplied in gas cylinders for cooking, heating and hot water. If a park owner insists that customers only buy gas cylinders from them, this requirement could be regarded as unfair and not enforceable by the park (see section 7 for who can help).

Other costs

The same principle applies when a park owner says certain goods or services must be bought from them (repair work, storage boxes, insurance, etc.) If this causes a loss to the caravan owner the requirement may not be binding (see section 7 for who can help).

However, the park owner is within his rights to reasonably require some things (e.g. repairs, maintenance, etc) to be done in a certain way, particularly when they relate to safety and the good order of the park. Your Agreement should make clear what restrictions should be observed. (see Section 5).

Insurance

Clearly a caravan and its contents have a considerable value, and insurance for both needs to be considered.

Parks will almost certainly require that caravans have adequate insurance cover and most parks can arrange specialist caravan insurance. Don't assume your caravan will be covered under your household insurance – this is unlikely.

Many park owners can arrange insurance usually with a particular insurance provider. They cannot insist you buy this insurance but, if you do not, they can charge a reasonable administrative fee for checking any cover you take out.

Excessive charges for this could be regarded as a penalty and are open to challenge as unfair (see page 22).

Before buying any insurance ask for a copy of the policy and read it carefully.

Insurance - what type are you buying?

- New for old, or
- Market value.
- If you opt for a “new for old” policy make sure that the “sum insured” is adequate i.e. covers the amount needed to purchase and site a brand new caravan and dispose of the old one. You can check this with suppliers of new caravans.

Make sure it covers

- 3rd party liability,
- public liability
- the caravan all year round.

You should also check the extent of the policy's exclusion clauses.

As with all insurance, it pays to shop around. Look out for companies that specialise in caravan insurance.

4

How do I go about selling my caravan?

Although your caravan is your property and you can sell it however and to whoever you choose, there are some important qualifications.

Since you do not own the land on which your caravan is pitched, you will need the park owner's permission to sell the caravan and pitch together

Alternatively, you could sell the caravan privately by taking it off the park. However, this is rarely a practical proposition, because de-siting, transporting and arranging suitable storage space can be expensive (we are aware of some owners being charged what appeared to be hugely disproportionate sums which were out of step with the amount of work involved in decommissioning their caravan and moving it to the site entrance). Also, and perhaps more importantly, there is likely to be little demand for a caravan without a pitch. Furthermore, anyone seeking to bring a caravan they have purchased elsewhere onto a park may be asked to pay a "joining fee" or "gate fee". In addition they may also have to pay higher pitch fees as the park owner will try to "mitigate" what they see as their loss in missing out on the sale of a caravan.

Two possible scenarios:

Scenario 1:

Your Agreement has not expired (e.g. you bought a new caravan with a 10 year licence 4 years ago) and you no longer want to continue caravanning. In these circumstances any term in your Agreement which prevents you selling, giving or bequeathing the caravan to another suitable person could be challenged as unfair (see Section 7). The issuing of the new Agreement may be subject to the park owner's consent but such consent should not be withheld unreasonably. As well as agreeing to give their consent to a private sale most sites will charge a commission in connection with the sale of a caravan in these circumstances.

The rate of commission charged should be clearly stated in the Agreement. It should also be reasonable, and proportionate to the work carried out by the park owner in relation to the sale of the caravan and the transferring of the right to station it on the park. In any event, it should never exceed 15% of the selling price plus VAT. This rate has been deemed by both the National Caravan Council (NCC) and the British Holiday and Home Parks Association (BH&HPA) as the absolute maximum that should be charged by a Park Owner in relation to a caravan being sold privately on its pitch.

Remember also that the rate of commission charged is **negotiable**, so don't be afraid to haggle for a better deal! Furthermore, commission charges are subject to VAT. To give you some idea of what this means in practice, if you agreed to sell you caravan for £10,000 at a commission rate of 15% then you will pay £1,800 in total for commission and VAT.

Scenario 2:

Your Agreement has expired and, therefore, you will have to negotiate with the park owner about the options available to you for selling your caravan or whether they will issue you with a new Agreement and for how long.

The park owner may be prepared to let you sell your caravan on the pitch to someone who would then enter into a fresh Agreement. It is likely that a commission would be payable to the park owner in these circumstances; again, this should not exceed 15% plus VAT. Because the Agreement has expired, however, the park owner is not obliged to offer you this option or issue you with a new Agreement.

If selling on the pitch is not an option that is available to you, and you have decided that selling the caravan back to the park owner is your only practical option. You should still, nevertheless, try to get a fair price. You can satisfy yourself that the price being offered is fair by:

- Visiting other parks and checking the prices of any caravans on sale similar to your own,
- Asking some caravan dealers if they would buy your caravan and how much they would give for it,

When calculating a price, many park owners and dealers use an industry trade guide that lists retail and trade-in prices for all types and ages of caravan. If you are concerned about the price offered, ask to see the price shown in the guide before making a decision.

These tips also apply if you want to trade-in your old caravan for a new or more recent model.

You may well find that many park owners will relax the rules if a member of your family circle wishes to buy the caravan and come onto the park. There may also be other circumstances when they are prepared to be more flexible.

However, you should also bear in mind that the buying and selling of caravans is an integral part of the business of most caravan parks. Park owners are under no obligation to buy a caravan that they consider is unsellable.

5

Should I get something in writing?

Hiring a pitch and paying a yearly rental means you have entered into a binding legal agreement. Both the park owner and caravan owner have rights and obligations under such an arrangement and it is essential to know what these are - especially when you may be holidaying there for a number of years. Since September 2011 caravan park owners have been required by law (Part II of the Caravans Act (NI) 2011) to give anyone renting a holiday pitch for 28 days or more a written statement (Agreement) setting out the following:

- the name and addresses of the parties,
- the location on the park (pitch) where the caravan is to be stationed,
- the express terms contained in the Agreement,
- the implied terms of the Agreement under section 9 (1) of the Act dealing with Occupiers' Associations.

The express terms normally include:

- **Tenure:**
 - how long you can stay on the park. You should look for a minimum of a ten year licence if purchasing a new caravan
 - what factors affect the renewal of your Agreement.

Think very carefully before agreeing to or signing any Agreement that only gives you the right to stay on the park for one season at a time. If the park owner decides not to issue you with a new Agreement and asks you to remove your caravan you will have, effectively, no comeback or right to redress.

- **Pitch fees:**

- what is included;
- what payment arrangements are available; and
- how the pitch fees will be reviewed.

- **Periods during the year when the caravan may be used**

- **Termination of the Agreement (by either party)**

- **Resolution of disputes**

- **The rights or obligations of the parties in relation to any specific matters likely to arise during the lifetime of the Agreement**

These could include:

- Moving or re-siting the caravan;
- Access by the park owner to the caravan;

- Gifting the Agreement to a relative;
- Restrictions on use of the caravan (e.g. hiring);
- Insurance requirements;
- Annual maintenance, repairs and servicing;
- Behavioural standards to be applied on the park;
- Services, amenities, utilities and facilities to be provided;
- Variation of the Agreement.

• **Arrangements for selling your caravan.**

- Selling options;
- Commission payable.

Park rules

Nearly all parks will issue what are known as park rules. Although these are important and should be read carefully they are usually housekeeping instructions about what you can and cannot do.

When the Written Statement (Agreement) should be given

The Written Statement should be given to you before you commit yourself to renting a pitch. The legislation takes into account that most people will start discussions about renting a pitch long before they actually make the agreement to rent it, and therefore the Written Statement should be given at least 28 days before the date the Agreement is made. If this is not possible, because you want to get onto the site more quickly, then the park owner should ask you to agree to this in writing.

The primary aim is to ensure clarity and transparency in the terms of the Agreements allowing caravan owners to station caravans on holiday parks.

Failure to include relevant express terms in Written Statements (Agreements)

If any express terms of the Agreement are either not given in writing, or not given before the appropriate time, then any such terms are legally unenforceable.

It is not uncommon in holiday caravan agreements for contractual provisions to appear in more than one place. Each document, web page, receipt, warranty or oral statement, for example, may well contain rights or obligations that exist between the Park Owner and the caravan owner. Therefore, while the Pitch Licence Agreement is generally the principal, and most important contractual document, it is not necessarily the only one that is relevant to the relationship between the two contracting parties.

It is important to remember though that, wherever these express terms appear within the range of contractual clauses that may exist, unless they have been included within the written statement (Agreement) required by the Caravans Act 2011, they will be **legally unenforceable** by the Park Owner.

Furthermore, any Park Owner who attempts to compel a caravan owner to comply one of these terms, when the term in question was **not included** within the written statement (Agreement) as required by the Caravans Act 2011, is likely to commit a criminal offence under the Consumer Protection from Unfair Trading Regulations 2008 - ie misleading a consumer about their rights and obligations under a holiday caravan agreement.

Consultations with occupiers' associations

Caravan owners on parks can form themselves into 'qualifying occupiers' associations'. If a qualifying occupiers' association is formed on a park, the park owner is required (subject to certain conditions*) to consult with the association about all matters which relate to the operation and management of the park, or to any improvements to the park, which may affect the occupiers either directly or indirectly.

However, the requirement to 'consult' with a qualifying occupiers' association does not extend to the issue of pitch fee increases. The courts have determined that pitch fees are a matter for individual negotiation rather than collective negotiation.

* The conditions to be fulfilled by the occupiers association are that it:

- represents at least 50% of the caravan owners on a park;
- has a written constitution, rules and membership list which are open for 'public inspection';
- has a democratically elected chairman, secretary and treasurer who take the day-to-day decisions; and
- all other decisions are taken by voting and there is only one vote per caravan.

6

Can I be put off the park?

You are expected to observe all the park rules and comply with your side of the agreement. Very many of the park rules are designed to ensure good order and good neighbourliness.

A serious breach of these rules or any part of the contract can allow the park owner to terminate the agreement and ask you to leave the park.

If the matter is less serious you will normally be given an opportunity to remedy the problem.

In all cases you should be given reasonable notice before any action is taken.

7

Who can I contact if something goes wrong?

If you have a problem, there are a number of organisations you can turn to for help and advice. In many cases it is advisable to speak to the park owner first and try to resolve any difficulty.

The Trading Standards Service

This Service which is part of the Department of Enterprise, Trade and Investment, is responsible for enforcing a range of consumer protection laws. It gives advice and investigates complaints. For example if you were sold a caravan and told it was 4 years old when in fact it was 6 years old, or if the price charged was not that displayed on a caravan, the Trading Standards Service could investigate.

It may also look at any arrangements that could constitute an unfair contract term (under the Unfair Terms in the Consumer Contracts Regulations 1999); for example terms that:

- exclude the park owner's liability to supply a caravan of satisfactory quality, fit for its purpose and matching the description given,
- exclude the park owner's liability for negligence in causing death or injury, or damage to your caravan, car or other possessions,
- are not clear about what you have to pay both now and later on,
- let the park owner make significant changes to your rights and obligations without consulting you, or for reasons that are not clear,
- tie you into buying goods and services from the park owner for no valid reason,

- let the park owner move you from your pitch without a valid reason,
- do not require the park owner to return your caravan (after it has been moved) to your original pitch or a comparable one,
- prevent you during the period of the Agreement from selling the caravan on your pitch privately to a new owner. The park owner can legitimately ask to approve the prospective buyer, but they cannot withhold that approval unreasonably,
- allow the park owner to require that you buy a new caravan to be able to stay on the park, when your caravan is in good condition and your Agreement has not expired,
- give the park owner the right to sell your possessions to recover money you owe him,
- make you pay an excessive interest rate, or extra penalty charges, for late payment of fees and charges,
- allow the park owner complete freedom to decide the meaning of terms in the Agreement,
- allow the park owner complete freedom to decide whether you are in breach of the Agreement and to penalise you,
- allow the park owner to end the Agreement for minor breaches of the Agreement,
- impose unreasonable restrictions or conditions on your use of the caravan,
- refer to other documents or terms that you have not seen,
- are long, legalistic or in other ways unclear,
- bind you to onerous terms that could be considered unfair.

Contact Details

Trading Standards Service

176 Newtownbreda Road,
Belfast BT8 6QS

Our Consumerline helpline

Telephone: 0300 123 6262

Fax: (028) 9025 3935

Textphone: (028) 9025 3988

e-mail: consumerline@detini.gov.uk

The Utility Regulator

If you would like further information about the Maximum Resale Price of electricity see the Utility Regulator website at: www.uregni.gov.uk

Trade Associations

The main associations representing caravan park owners are the British Holiday & Home Parks Association (BH&HPA) and the National Caravan Council (NCC). The NCC has a Code of Practice for its caravan holiday park members dealing with the purchase and sale of new and second-hand caravan holiday homes. It sets out the principles of good practice and minimum standards that must be followed. These include how the period of the Agreement is to be determined and the arrangements for selling a caravan on the park; it also includes details of its complaints procedure and details of other options for resolving disputes.

The Code only applies if the park owner is a member of the NCC.

The National Caravan Council (NCC)

Catherine House,
Victoria Road,
Aldershot,
Hampshire GU11 1SS

Telephone: 012 5231 8251

Website: www.thencc.org.uk

British Holiday and Home Parks Association (BH&HPA)

Chichester House,
6 Pullman Court,
Great Western Road,
Gloucester GL1 3ND

Telephone: 014 5252 6911

Website: www.bhHPA.org.uk

The National Association of Caravan Owners

This is a privately run company that caravaners can join for an annual fee. For this subscription you receive a quarterly magazine, access to legal advice and insurance services.

Leisureframe House,
37 Clacton Road,
St. Osyth, Essex CO16 8PA

Telephone: 012 5582 0321

Website: www.nacoservices.com

The Environmental Health Department of the local Council.

All caravan parks in Northern Ireland are required to be licensed by the District Council in which they are situated. The site licence usually stipulates the number of caravans permitted on the site, their spacing and a variety of other matters mainly related to health and safety.

The Northern Ireland Tourist Board (NITB).

The Board endorses a star rating awarded to caravan parks under the UK 'Star Quality Grading Scheme'.

This reflects the overall quality of the park.

NITB

St. Anne's Court,
59 North Street,
Belfast BT1 1NB

Telephone: 028 9023 1221

Website: www.discovernorthernireland.com

Your local Citizens Advice

Citizens Advice offer free, confidential, impartial and independent advice. You can find your nearest one in the phone book or by contacting:

Citizens Advice Regional Office
46 Donegall Pass,
Belfast BT7 1BS.

Telephone: 028 9023 1120

Website: www.citizensadvice.co.uk

Online: www.adviceguide.org.uk

8

The issues you have been asking us about most - and our advice

Issue:

How long you'll be allowed to keep your caravan on the Park and other important contract terms.

Our Advice:

Buying a new or previously owned caravan is an important purchase and you should carefully consider;

- The suitability of the caravan itself, and
- all the written terms of your Agreement, with the park owner, noting especially the length of time being offered to you to keep your caravan on the park.

The law gives you a 28-day period in which to review the terms contained in your Written Statement (Agreement). This time provides an important opportunity, and if you are not completely satisfied with the terms proposed, you should speak to the park owner and should not proceed with the purchase unless all points are addressed appropriately.

In law, the terms of the Agreement for you to keep your caravan on the park must be made available to you in writing (in the form of a written statement).

This Agreement, must include a start date. **It is particularly important to negotiate and agree the duration of this Agreement, as the right to keep the caravan on the park lasts only until**

that end date (so long as all other contractual requirements continue to be met).

When you first purchase a new caravan the park owner should offer you an Agreement to keep the caravan on the park for a minimum period of ten years. If you are buying a pre-owned caravan privately on a park, then the Agreement should offer a period reflecting at least the balance of ten years since it was new. So for example, if a four year old caravan is purchased, an Agreement should be offered for a minimum of six years. If you are buying a pre-owned caravan from the park then you will be offered a new Agreement.

Please pay particular attention to the end date of the Agreement being offered by the park owner. If the length of the Agreement is not stated, then this should be discussed with the park owner and the agreed end date added to the Agreement. It would, otherwise, be prudent to purchase a caravan on another park where this essential assurance is provided.

It may be possible to negotiate either a shorter or a longer period. **We recommend that purchasers who do choose to enter into a short tenure Agreement (for an initial 12 months) take steps to understand what that will mean if the Agreement is not renewed at the end of the term, as the park owner could ask for the caravan to be removed from the park.**

Issue:

Selling your holiday caravan privately on its pitch.

Our Advice:

As with anything else you own, caravan owners have the right to sell their caravan to whoever they please.

It is important to check your Agreement carefully to ensure it allows you to privately sell the caravan on the park with the benefit of the Agreement until the end date agreed at the time of first purchase.

In law, any Agreement which seeks to deny you your right to sell and achieve the best price is likely to be unenforceable.

Since you will generally be able to get the best price for your caravan by selling it privately on the pitch, this option should always be included in holiday caravan agreements. Both the NCC and the BH&HPA support a 'model agreement' which includes the right to sell privately on the pitch. Without such an option, the caravan owner would be, in practical terms, pushed towards a trade sale, where they would be likely to secure a much lower price for their caravan. This would be unfair to the caravan owner as they would face a very disadvantageous bargaining position if compelled to sell their caravan back to the trade in this way.

Options and procedures for selling your caravan, if the end date of the Agreement has not been reached, should be clearly stated in your Agreement. Generally these are as follows:

- 1.** To sell the caravan to a new buyer with the benefit of the unexpired time in the agreement. The buyer must be approved by the park but the park owner may not unreasonably withhold their approval.

When the park has approved the buyer, and the sale has taken place the park must give the buyer a new Agreement for the period that remains to the end date. This Agreement must also contain no less favourable terms to the new buyer than those contained in your original Agreement. Depending upon the rate of commission you agreed with the park owner this will need to be paid by you.

- 2.** To sell the caravan to the park owner who can offer to buy the caravan from you at the same price agreed with the new buyer (but without the payment of any commission to the park). You do not have to accept this.
- 3.** To sell the caravan 'off the park' so long as you arrange the removal through the park and pay all their reasonable charges for doing so. No commission is payable in these circumstances.

Issue:

Paying commission to the Park Owner when selling your holiday caravan privately.

Our Advice:

When you enter into an Agreement with the park, a commission may become payable when you sell the caravan on the pitch to a private buyer.

The commission rate which may be payable in such circumstances is negotiable, but, in any event, must be clearly stated in the Agreement; and in no circumstances exceed 15% + VAT (see also Section 4).

If the commission rate offered is out of proportion to the value of the sale, the work carried out by the park owner in approving the buyer, overseeing the sale and transferring the right to station it on the park, or if it is not agreed in advance, it may be challenged as unreasonable and disproportionate and possibly 'unfair'.

It is recommended that purchasers think carefully before entering into Agreements, and look for parks that charge reasonable and proportionate commission rates.

Issue:

Park Owners charging for checking your (independently sourced) holiday caravan insurance cover

Our Advice::

It is the park owner's responsibility to ensure that all caravans on their land are properly insured and meet any specific site licence conditions imposed on them by the local authority or their insurers.

You can purchase insurance either through the park, or through any broker or insurance company you choose.

If you purchase insurance cover on the open market, please check with the broker or insurer that any insurance requirements stated in the Agreement are met. In addition the Agreement with the park owner may include an annual charge to cover the park's administration costs to check that insurance cover is in place. The charge should be reasonable and in proportion to the work actually carried out by the park owner.

If you are being asked to pay an amount that seems excessive, ask the park owner for a breakdown of the costs. **They should always be able to justify what they are charging.**

Issue:

Being required by a Park Owner to up-grade your holiday caravan

Our Advice:

Your Agreement should state the length of time (start and end date) during which you are entitled to keep your caravan on the park.

Unless there has been a serious breach of the Agreement, you will be lawfully entitled to keep the caravan on the park until that end date.

No term in the Agreement can lawfully require the purchaser to buy a new caravan either during the period of the Agreement or afterwards.

Any attempt to force the purchaser to “upgrade or leave” during the period (before the end date) would be regarded as unfair and unenforceable.

Once an agreement has come to an end there is no legal requirement placed on either the park owner or you to enter into a new Agreement. If the caravan is in good condition and in keeping with the appearance of other caravans on the park, then the park owner may offer to enter into a new Agreement.

We strongly recommend that purchasers take steps to understand what it might mean for them if the Agreement is not renewed at the end of the period.

If the park is unwilling to offer you a new Agreement you would have to arrange for the removal of the caravan from the park.

Issue:

Park Owners offering low prices to buy back holiday caravans from owners.

Our Advice:

If you decide to sell your caravan on the park with the benefit of any unexpired time on the Agreement, or off the park, then a sale on the open market will probably give you the best price.

The park is under no obligation to buy the caravan back and may be unwilling to offer you the best price.

We suggest you carry out research amongst other parks and dealers to establish an appropriate price for your caravan based on its age, the unexpired licence period, and its location.

Please note: purchasing a caravan should be considered as a long term financial commitment. Sometimes circumstances change and if you have to sell up, for whatever reason, even after only a few months or a few years, be aware that what you recover on the sale is unlikely to match, or even come close to the original outlay and you could, therefore, end up losing a great deal of money on the deal.

Please be sure to read the terms of your agreement with the park very carefully, including the sections dealing with selling your caravan.

Issue:

Paying to have your holiday caravan removed from its pitch.

Our Advice:

Decommissioning and removing a caravan from the park is a hazardous operation. The park owner must protect the park infrastructure and comply with the park's responsibilities for the health and safety of everyone on, and visiting, the park. Therefore, any work in decommissioning or removing caravans needs to be undertaken with their agreement.

The cost will depend upon many factors, such as where the caravan is situated on the park and how accessible it is, and whether a crane needs to be used. The costs involved may be significant; £200-£400 is not uncommon.

The Agreement will normally require the park to provide a written quotation for this work. However, it will also normally give you the opportunity to obtain an alternative written quotation for the same work to be carried out by a competent and experienced independent contractor. This, though, would need to be approved by the park. Alternatively the park can offer to carry out the work at the same price you have been quoted.

Park owners should provide a detailed explanation of their charges in decommissioning and/or removing your caravan. Charges must be reasonable and based on the time spent and the work done.

If this is not the case, then you should challenge the park owner about any charges proposed, and ask for a full explanation.



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