

NCC BEST PRACTICE GUIDANCE

FOR HOLIDAY PARKS WITH
HOLIDAY CARAVANS/HOLIDAY LODGES
IN PRIVATE OWNERSHIP

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NCC BEST PRACTICE GUIDANCE

For Holiday Parks with
Holiday Caravans/Holiday Lodges
in Private Ownership

NCC Best Practice Guidance

The NCC Best Practice Guidance for Holiday Parks with Holiday Caravans/Holiday Lodges in private ownership sets out the relationship between park owners/operators and their holiday caravan/holiday lodge owners. The standards of best practice are set out alongside guidance for holiday park owners/operators.

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NCC BEST PRACTICE GUIDANCE

For Holiday Parks with Holiday Caravans/Holiday Lodges in Private Ownership

INTRODUCTION

- 1.** This guidance for holiday parks with holiday caravans/holiday lodges in private ownership applies to all Purchase Agreements and Licences to occupy a holiday caravan/holiday lodge pitch entered into on or after 1 May 2023. It sets out the standards of best practice that park owners/operators should apply in their marketing and selling of holiday caravans/holiday lodges to consumers. It also applies to all dealings with holiday caravan/holiday lodge owners, who are consumers and subsequently become owners, throughout the duration of the licence to occupy a pitch.
- 2.** Park owners/operators should adopt the standards of best practice, procedures and information detailed in this guidance. If they take a different approach to satisfy the guidance, park owners/operators should provide a similar level of information and achieve a similar outcome to that which the guidance requires.
- 3.** The purpose is to set out a standard of best practice that holiday caravan/holiday lodge owners should expect park owners/operators, their staff and representatives to adhere to.
- 4.** The guidance applies to all holiday caravan/holiday lodge owners, park owners/operators and their staff and representatives as stated in the scope.

MEANING OF WORDS

Agreement Period

The length of time agreed with the park owner/operator that the holiday caravan/holiday lodge owner has the right to keep the holiday caravan/holiday lodge on a pitch on a holiday park (the tenure or occupancy). Not to be confused with the months within the year that the site licence allows the holiday caravan/holiday lodge to be occupied.

Calendar days

This includes weekends and bank holidays.

Combined Purchase and Licence Agreement

The written agreement (contract) between the holiday caravan/holiday lodge owner and the park owner/operator on the purchase of a holiday caravan/holiday lodge on the park, and the pitch licence agreement between the holiday caravan/holiday lodge owner and the park owner/operator to keep a holiday caravan/holiday lodge on a pitch on the park.

Consumer

A person who acquires goods and/or services for their own personal needs. For the purposes of this guidance a consumer is not a company or similar legal entity, but it includes and describes the owner of any holiday caravan/holiday lodge as described in the guidance, any person enquiring about purchasing a new or pre-owned holiday caravan/holiday lodge and any person buying from the park owner/operator. See also; Holiday Caravan/Holiday Lodge Owner.

Eligible Holiday Park

A holiday park with privately owned holiday caravans/holiday lodges and who may also sell new or pre-owned holiday caravans/holiday lodges for use on their park.

Family Member

In relation to the holiday caravan/holiday lodge owner, your spouse, civil partner, parent grandparent, child (including stepchild), grandchild, brother or sister including the spouse of any of those persons.

First Interview

A formal interview that takes place after a potential owner has made a general enquiry to the park about holiday caravan/holiday lodge ownership. The interview will involve a discussion about ownership terms, costs, finance options and the price of ownership to include the price of the caravan and all related costs including pitch fees etc.

Guidance

The guidance covers the relationship between park owners/operators and their holiday caravan/holiday lodge owners, in respect of holiday caravans/lodges sold and sited by the holiday parks for holiday and recreational accommodation use. The guidance is what the park owner/operator should follow to meet the Standard of best practice.

NCC BEST PRACTICE GUIDANCE

For Holiday Parks with Holiday Caravans/Holiday Lodges in Private Ownership

MEANING OF WORDS – continued

Holiday Caravan

The holiday caravan specified in the Combined Purchase and Licence Agreement. Holiday caravans are built to BS/EN1647 for holiday and recreational use. Some units built to a different standard are also marketed as holiday caravans - see Holiday Lodge.

Holiday Lodge

The holiday lodge specified in the Combined Purchase and Licence Agreement. Holiday lodges are built to BS3632 (the park home standard) and sold and marketed for holiday and recreational use only. Some units built to BS3632 are also described and marketed as holiday caravans for holiday and recreational use only.

Holiday Caravan/Holiday Lodge Owner/You

The individual (you), who is a consumer, in possession of the holiday caravan, or holiday lodge, and party to the Combined Purchase and Licence Agreement.

Independent Case Examiner (ICE)

A service appointed by but operated independently of the NCC to investigate and make rulings on consumer disputes involving NCC member parks.

Holiday and Recreational Use

In the absence of any other site licence condition and/or planning restriction relating to occupancy, holiday use is defined as occupation of the holiday caravan/holiday lodge, for holiday

use, where you spend time away from your main place of residence.

Holiday Park/Park

Land with the benefit of planning permission licensed for holiday or recreational use referred to as a caravan site under The Caravan Sites & Control of Development Act 1960 on which holiday caravan/holiday lodge owners may keep their holiday caravan/holiday lodge with the benefit of a Combined Purchase and Licence Agreement.

Holiday Park/Park Owner/You

The individual, company or any successors in title named in the Licence Agreement as being the Park Owner or authorised by the Park Owner to be responsible for its operation that is a party to the Combined Purchase and Licence Agreement.

NCC Best Practice Guidance

The standards of best practice that holiday park owners/operators who operate holiday caravan parks, are expected to adhere to when marketing and selling holiday caravans/lodges to consumers. It also applies to all dealings with holiday caravan/holiday lodge owners, who are consumers, throughout the duration of the licence to occupy a pitch. This is in addition to the Meaning of Words, Introduction and Scope, all as set out in this document.

Licence Agreement

The written agreement between the holiday caravan/holiday lodge owner and the park owner/operator following the purchase of a holiday caravan/holiday lodge on the park; the pitch licence agreement between the holiday caravan/holiday lodge owner and the park owner/operator to keep a holiday caravan lodge on a pitch on the park. See Combined Purchase and Licence Agreement.

Manufacturer

The holiday caravan or holiday lodge manufacturer.

Marketing and Advertising

Any activity to promote or publicise the holiday park, the services or the holiday caravan/holiday lodge on the park. This includes promotion or marketing verbally, in writing, through online or social media or any other medium.

NCC

The National Caravan Council. The trade association that has created and promotes this industry best practice guidance and can influence and raise standards within its membership.

NCC Informal Dispute Resolution Service (NCC IDRS)

A service operated by the NCC for its members aimed at delivering a mutually agreeable outcome to an unresolved complaint between

the holiday caravan/holiday lodge owner and a park owner/operator where attempts by both parties have failed and a final decision has been issued by the park.

Park

See definition under Holiday Park/Park.

Park Operator

See definition under Holiday Park/Park Owner/You

Park Rules

The rules of conduct and practice issued by the park owner/operator from time to time which are applicable to the occupation and use of holiday caravans/lodges and other facilities at the park.

Pitch

Does not include any part of the park except that on which the holiday caravan/holiday lodge stands.

Pitch Fee

The charge made by the park owner/operator for use of the pitch on which the holiday caravan/holiday lodge stands.

Pitch Services

The services that the park owner/operator provides for the holiday caravan/holiday lodge owner and which are listed in the licence agreement.

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NCC BEST PRACTICE GUIDANCE

For Holiday Parks with Holiday Caravans/Holiday Lodges in Private Ownership

MEANING OF WORDS – continued

Purchase Agreement

The written agreement (contract) between you, the holiday caravan/holiday lodge owner, and the park owner/operator on the purchase of a holiday caravan/holiday lodge on the park. See meaning of Combined Purchase and Licence Agreement above.

RPI (Inflation)

This is the movement of the General Index of Retail Prices (RPI) published by the Office of National Statistics. It measures the average change from month to month in the prices of goods and services purchased by most households in the UK. It is acknowledged that RPI is one of two external measures that can be used. If it becomes impossible to use RPI (e.g. because it is subsequently withdrawn) then future pitch fee increases should be in line with the Consumer Price Index.

Site Licence

The Site Licence applicable to the park issued to the park owner/operator by the local authority under section 1 of the Caravan Sites and Control of Development Act 1960.

Standard

The standard of best practice that park owners/operators should apply in their marketing and selling of holiday caravans/holiday lodges to consumers. It also applies to all dealings with prospective holiday caravan/holiday lodge owners, who are consumers and subsequently

become owners, throughout the duration of the licence to occupy a pitch.

Transfer Fee

The payment to be made to the park owner/operator by the seller, if the holiday caravan/holiday lodge owner sells the holiday caravan/holiday lodge privately on the pitch and the park owner/operator issues a new Combined Purchase and Licence Agreement to a new holiday caravan/holiday lodge owner.

Vulnerable Consumer

Someone who, due to their personal circumstances, is especially susceptible to detriment, particularly when a park is not acting with appropriate levels of care. Vulnerability may come in many forms and may be temporary, sporadic or permanent. It may need a flexible, tailored response from the park.

Warranty

Taken to include the manufacturer's warranty and any extension offered by the seller of a new holiday caravan/holiday lodge. It also includes any warranty offered by the park owner/operator on a pre-owned holiday caravan/holiday lodge.

Working Days

Does not include weekends or Bank Holidays.

SCOPE OF THE GUIDANCE

- 1.** The NCC is committed to promoting this guidance for products and services supplied by holiday parks to ensure that NCC member holiday parks meet the standards set out as a core criteria of their membership.
of membership. Each member has the right of appeal.
- 2.** A holiday park owner/operator covered by this guidance is one that offers private ownership of holiday caravans/holiday lodges on their parks.
- 3.** The guidance covers the relationship between park owners/operators and their holiday caravan/holiday lodge owners, in respect of holiday caravans/holiday lodges sold and sited by the holiday parks for holiday and recreational accommodation use. It does not apply to holiday makers or those who hire holiday caravans/holiday lodges on the park.
- 4.** The guidance has been prepared for the holiday parks sector and holiday park members of the NCC.
- 5.** Holiday park owners/operators should have regard to this guidance, and compliance is expected for all eligible holiday park members of the NCC. In the event that a holiday park member is found to be in persistent breach of this guidance NCC rules of membership will apply, and the matter will be dealt with under the NCC's Disciplinary Procedure. Disciplinary action can include a written warning, suspension or termination

NCC BEST PRACTICE GUIDANCE

For Holiday Parks with Holiday Caravans/Holiday Lodges in Private Ownership

1. ADOPTING THE GUIDANCE

1.1 ADOPTING THE GUIDANCE

STANDARD

This is what the park owner/operator should do for you the holiday caravan/holiday lodge owner

Park owners/operators should comply with the standards set out in this best practice guidance.

GUIDANCE FOR HOLIDAY PARK OWNERS/OPERATORS

This is what the park owner/operator should follow to meet the Standard opposite

You are expected to comply with all the Standards.

You should adopt the standards of good practice, procedures and information detailed in this guidance. If you take a different approach to satisfy the guidance, you should provide a similar level of information and achieve a similar outcome to that which the guidance says.

You must act with integrity by conducting your business in an honest, fair and professional manner, exercising due care, skill and diligence.

1.2 STAFF TRAINING

STANDARD

This is what the park owner/operator should do for you the holiday caravan/holiday lodge owner

Park owners/operators must provide suitable training to all staff who deal with prospective and contracted holiday caravan owners/holiday lodge owners about their responsibilities to them and what the guidance means for the owner's business and its senior managers/directors.

GUIDANCE FOR HOLIDAY PARK OWNERS/OPERATORS

This is what the park owner/operator should follow to meet the Standard opposite

Your staff should be trained to understand:

- The guidance's details
- Your key legal responsibilities
- Their responsibility to holiday caravan/holiday lodge owners.

Not all staff are expected to have received the same level of training. Its extent will depend upon their role. You should hold a record of all staff training and provide evidence of attendance and understanding to the NCC should this be requested.

You should also ensure that any sub-contractors used by the park owner/operator are aware of the relevant provisions of the guidance and carry the relevant training / qualification (external and/or internal) as appropriate.

An online training package which will cover this best practice guidance and the CTSI Holiday Parks guidance published in March 2023 is available from the NCC Training Academy at <https://www.nccacademy.org.uk/Park-Management-Qualification>.

NCC BEST PRACTICE GUIDANCE

For Holiday Parks with Holiday Caravans/Holiday Lodges in Private Ownership

2. MARKETING AND ADVERTISING

2.1 MAKING THE GUIDANCE AVAILABLE

STANDARD

This is what the park owner/operator should do for you the holiday caravan/holiday lodge owner

Park owners/operators who are members of the NCC will prominently display the NCC logo in all sales offices and on all marketing material.

Park owners/operators will provide a copy of this guidance to any potential holiday caravan/holiday lodge buyers, together with a copy of a draft Combined Purchase and Licence Agreement at the first interview and prior to purchase. As a potential buyer you can expect to have as much time as you need to review both documents before committing to the purchase and to seek legal advice if you wish.

GUIDANCE FOR HOLIDAY PARK OWNERS/OPERATORS

This is what the park owner/operator should follow to meet the Standard opposite

As an NCC member park you should use the NCC logo in accordance with the NCC's brand guidelines.

As an NCC member park the NCC logo may also be incorporated into your website.

Copies of this guidance may be supplied in hard copy or electronic form.

First interview, as defined in the meaning of words, will involve a discussion about ownership terms, costs, finance options and the price of ownership to include the price of the caravan and all related costs including pitch fees etc. A second meeting or interview may follow. A 'sample' Combined Purchase and Licence Agreement and a copy of this guidance should also be provided to the potential buyer in advance of any sale. The potential owner shall be given as much time as necessary to review both documents prior to signing and to seek legal advice if they wish.

2.2 VULNERABLE CONSUMERS

STANDARD

This is what the park owner/operator should do for you the holiday caravan/holiday lodge owner

Park owners/operators will, at all times, ensure that they consider the evident, or declared, needs of holiday caravan/holiday lodge owners in any situation in which they may be unable to engage fully or effectively which may make them vulnerable.

GUIDANCE FOR HOLIDAY PARK OWNERS/OPERATORS

This is what the park owner/operator should follow to meet the Standard opposite

Your sales staff should understand the concept of consumer vulnerability and situations in which they may not be able to engage effectively or fully, and be trained on how to identify and support customers in such circumstances

You will ensure that vulnerable customers will be provided with any extra information they require to ensure they are not making any decisions with incomplete data. Vulnerable customers will not be intimidated into agreeing to purchase a holiday caravan/holiday lodge or to have additional services without their express approval. To ensure the protection of customers deemed vulnerable (as per the definition) you as a park owner/operator may need to spend more time or effort in providing the service.

A guide to identifying consumer vulnerability can be found at <https://www.businesscompanion.info/focus/consumer-vulnerability>.

NCC BEST PRACTICE GUIDANCE

For Holiday Parks with Holiday Caravans/Holiday Lodges in Private Ownership

2. MARKETING AND ADVERTISING – continued

2.3 MARKETING AND ADVERTISING

STANDARD

This is what the park owner/operator should do for you the holiday caravan/holiday lodge owner

Park owners/operators will ensure that their marketing and advertising is honest, clear and accurate.

Park owners/operators will display clear and unambiguous pricing information and provide you with details of how and when you may cancel the contract.

Park owners/operators should not use high-pressure selling techniques.

GUIDANCE FOR HOLIDAY PARK OWNERS/OPERATORS

This is what the park owner/operator should follow to

You will ensure that you comply fully with all legislation and regulations relevant to marketing and advertising.

This includes: the Advertising Standards Authority's (ASA) Codes; Consumer Protection from Unfair Trading Regulations 2008, Business Protection from Misleading Marketing Regulations 2008 and Price Marking Order 2004.

You will ensure that there is nothing confusing or misleading in your marketing and advertising, promotions or publications (including any comparisons with other park owners).

You will ensure that your pricing information will be unambiguous and clearly displayed. You will make clear and explain other charges such as pitch fees that owners will have to pay in addition to the purchase price of the holiday caravan/holiday lodge. You will also inform owners of other optional charges that they may wish to consider.

Where holiday caravan/holiday lodge models are displayed for sale, you should produce a pricing template that, at least, includes the following:

meet the Standard opposite

- Make
- Model
- Year
- Price of model
Price of the model on display (including VAT), to include all optional equipment, siting charges etc.
- Size
- No. of Beds
- Features

If known, any additional compulsory charges, such as pitch fees that will be payable. If not known, an indication that additional compulsory charges will be payable, and where information regarding these charges may be obtained.

You will ensure that your sales staff and/or sales agents do not give misleading sales advice, or use techniques, which place undue or improper pressure on customers. Examples of this include: persistent and/or aggressive telephone calls/emails or behaviour at the point of enquiry to encourage the prospective purchaser to act quickly to place a deposit on the holiday caravan/holiday lodge/pitch to secure the deal.

You will ensure that where marketing or advertising refer to 'guarantee' or 'warranty', full details of these will be available. You must also make clear that normal consumer rights will not be affected.

NCC BEST PRACTICE GUIDANCE

For Holiday Parks with Holiday Caravans/Holiday Lodges in Private Ownership

2. MARKETING AND ADVERTISING – continued

2.4 HIRING/SUB-LETTING OF THE HOLIDAY CARAVAN/HOLIDAY LODGE

STANDARD

This is what the park owner/operator should do for you the holiday caravan/holiday lodge owner

Park owners/operators will make it clear at the point of enquiry and pre-sale if the holiday caravan/holiday lodge can be sub-let (hired) either as part of the park's sub-letting scheme or by you privately. The Licence Agreement will confirm if this is permitted or not. If it is permitted you can expect to receive a separate document from the park owner/operator that will provide clear details of the terms.

Where the holiday caravan/holiday lodge is available to sub-let (hire) through a private letting agreement the park owner/operator may require information from owners who are sub-letting their caravans.

GUIDANCE FOR HOLIDAY PARK OWNERS/OPERATORS

This is what the park owner/operator should follow to meet the Standard opposite

You will ensure that your sales staff give clear and unambiguous information to prospective and current owners regarding whether the holiday caravan/holiday lodge can be sub-let (hired), and provide separate details of any letting scheme operated by you.

Where letting is permitted through the park's letting scheme you should ensure that the terms of the agreement are clear and not misleading. All information relating to letting should ensure that it does not mislead in respect of potential income or present an investment opportunity.

3. COMBINED PURCHASE AND LICENCE AGREEMENT

3.1 COMBINED PURCHASE AND LICENCE AGREEMENT (THE AGREEMENT)

STANDARD

This is what the park owner/operator should do for you the holiday caravan/holiday lodge owner

Park owners/operators will, on ordering a holiday caravan/holiday lodge, issue you with a Combined Purchase and Licence Agreement that covers the purchase of the holiday caravan/holiday lodge and permits you to occupy a holiday pitch on the park. You will also be supplied with a copy of the Park Rules and a copy of this guidance before you enter into a legally binding agreement.

Park owners/operators will ensure any limitations on the use of the holiday caravan/holiday lodge are shown in the Combined Purchase and Licence Agreement and are clearly explained to you (e.g. when the park is permitted to open, and occupation of holiday caravans/holiday lodges is strictly for holiday use only).

The Agreement will be personal to you and not capable of assignment or transmission.

GUIDANCE FOR HOLIDAY PARK OWNERS/OPERATORS

This is what the park owner/operator should follow to meet the Standard opposite

You will use either the model NCC Combined Purchase and Licence Agreement or your own version which should offer rights and responsibilities that are no less favourable than those set out in the NCC model agreement.

If using your own Combined Purchase and Licence Agreement, you should ensure that its layout is clear and brings the important key terms of the agreement to the attention of the holiday caravan/holiday lodge owner upfront.

If using your own Combined Purchase and Licence Agreement, you should ensure that you do not use any unfair terms, as defined in Parts 1 & 2 of the Consumer Rights Act 2015.

You should ensure that the Agreement complies with all relevant consumer legislation and regulations and you should follow the provisions in this guidance and, in particular, the terms relating to occupancy.

NCC BEST PRACTICE GUIDANCE

For Holiday Parks with Holiday Caravans/Holiday Lodges in Private Ownership

3. COMBINED PURCHASE AND LICENCE AGREEMENT (THE AGREEMENT)

3.2 COOLING-OFF PERIOD

STANDARD

This is what the park owner/operator should do for you the holiday caravan/holiday lodge owner

Park owners/operators will provide you with a 14 calendar day cooling-off period, starting from the date of the order, during which time the Combined Purchase and Licence Agreement can be cancelled without any penalty. In the case of an off-plan purchase, a longer cooling-off period may be agreed between you and the park owner/operator.

Park owners/operators who enter into off-premises or distance contracts will provide cooling-off periods and cancellation information required by the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

GUIDANCE FOR HOLIDAY PARK OWNERS/OPERATORS

This is what the park owner/operator should follow to meet the Standard opposite

Your Combined Purchase and Licence Agreement should include all relevant cancellation information. When a contract is signed you will give the prospective owner a “Notice of Right to Cancel” which permits them to cancel, free of penalty, within 14 calendar days from the date of signing. Where the prospective owner wishes the contract to begin before the end of the 14-day cancellation period you should obtain confirmation of that request in writing.

If you enter into off-premises or distance contracts, as defined in the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, you should include the information and cancellation rights required by the Regulations.

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3.3 PERMANENT RESIDENTIAL ADDRESS

STANDARD

This is what the park owner/operator should do for you the holiday caravan/holiday lodge owner

The holiday caravan/holiday lodge is for holiday and recreational use only and you must provide the park owner/operator with a permanent residential address where you live when you are not using your holiday caravan/holiday lodge for a holiday or recreational break.

Park owners/operators should carry out a permanent residential address check at the point of sale and thereafter, as a minimum, annually (See Appendices 1 & 2). The park owner/operator will specify what evidence they require and any additional information necessary to satisfy their checks.

GUIDANCE FOR HOLIDAY PARK OWNERS/OPERATORS

This is what the park owner/operator should follow to meet the Standard opposite

You should inform holiday caravan/holiday lodge owners what proof/evidence of permanent residential address you require.

Examples of evidence of permanent residential address can be obtained from HMRC and may include a council tax invoice in the holiday caravan/holiday lodge owner's name, or a current utility bill in the name of the holiday caravan/holiday lodge owner. You may also stipulate other evidence - see Appendix 1. Equivalent proof will be required for holiday caravan/holiday lodge owners with a permanent residence outside of the UK.

It is the responsibility of the park owner/operator to ensure that a holiday caravan/holiday lodge owner or occupier is not using the holiday caravan/holiday lodge as the main or permanent residence. Regular monitoring and visible checks should be carried out and, where residential misuse is found, appropriate and proportionate steps taken to manage the issue over a period of time. You should keep records of the checks that you undertake and keep copies of the evidence supplied.

You should carry out an annual audit check to determine that all holiday caravan/holiday lodge owners have a current permanent residential address - (See Appendices 1 & 2).

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4. HANDOVER OF YOUR HOLIDAY CARAVAN/HOLIDAY LODGE

4.1 NCC'S MANUFACTURERS' APPROVAL SCHEME (NCC MAS)

STANDARD

This is what the park owner/operator should do for you the holiday caravan/holiday lodge owner

Park owners/operators will ensure that all new and pre-owned holiday caravans/holiday lodges that they sell have been approved under the NCC Manufacturer's Approval Scheme (NCC MAS) (or another recognised scheme that assesses holiday caravans/holiday lodges against the relevant construction standards) unless previously advising you in writing to the contrary before any agreement is signed.

GUIDANCE FOR HOLIDAY PARK OWNERS/OPERATORS

This is what the park owner/operator should follow to meet the Standard opposite

Details of all manufacturers in membership of the NCC together with details of the models under the NCC MAS can be obtained by emailing info@thencc.org.uk.

4.2 HANDOVER OF YOUR HOLIDAY CARAVAN/HOLIDAY LODGE

STANDARD

This is what the park owner/operator should do for you the holiday caravan/holiday lodge owner

Park owners/operators will conduct a fully documented handover on the sale of a holiday caravan/holiday lodge, ensuring that you are aware of, and understand, the warranty and maintenance services available and have access to the relevant appliance manuals or guidance booklets.

Park owners/operators will continue to provide you with support and assistance following the purchase of your holiday caravan/holiday lodge and liaise with manufacturers on your behalf during the warranty period and in line with the requirements of the Consumer Rights Act 2015.

It is your responsibility to ensure the holiday caravan/holiday lodge is properly maintained and used in accordance with the manufacturers' instructions.

Park owners/operators will offer additional support to vulnerable consumers and/or a third party on their behalf.

Park owners/operators will not take any action that may affect your normal consumer rights.

GUIDANCE FOR HOLIDAY PARK OWNERS/OPERATORS

This is what the park owner/operator should follow to meet the Standard opposite

The sale of a holiday caravan/holiday lodge is covered by the Consumer Rights Act 2015 and, as the seller to a consumer, you are legally responsible for what you have sold. Guarantees or warranties may help you to resolve any complaints, but they cannot be used to remove or restrict a holiday caravan/holiday lodge owner's right to redress.

As the park owner/operator you will provide additional support to vulnerable consumers and the option of working with a third party on behalf of these consumers as necessary.

NCC BEST PRACTICE GUIDANCE

For Holiday Parks with Holiday Caravans/Holiday Lodges in Private Ownership

4. HANDOVER OF YOUR HOLIDAY CARAVAN/HOLIDAY LODGE – continued

4.3 HANDOVER OF NEW HOLIDAY CARAVANS/LODGES

STANDARD

This is what the park owner/operator should do for you the holiday caravan/holiday lodge owner

At the point of handover, park owners/operators will give you the manufacturer's holiday caravan/holiday lodge handbook and the manufacturer's holiday caravan/holiday lodge warranty document and draw your attention to its main provisions.

Park owners/operators will not charge you for repairs covered by a manufacturer's warranty.

GUIDANCE FOR HOLIDAY PARK OWNERS/OPERATORS

This is what the park owner/operator should follow to meet the Standard opposite

You should ensure that the warranty document for a new holiday caravan/holiday lodge is passed to the owner. Where possible, you will transfer the unexpired portion of any manufacturer's new holiday caravan/holiday lodge warranty to a subsequent owner at no cost to the new owner. Where repair work is required under the warranty it may be carried out by the holiday caravan/holiday lodge manufacturer or their authorised representative. A repairer who has not been authorised by the manufacturer may not carry out work as the warranty may be invalidated if this happens.

In the event that a holiday caravan/holiday lodge is unusable for an extended period to fix warranty faults, you will ask the manufacturer to extend the warranty period. A holiday caravan/holiday lodge owner's consumer rights must not be affected.

4.4 HANDOVER OF PRE-OWNED HOLIDAY CARAVANS/LODGES

STANDARD

This is what the park owner/operator should do for you the holiday caravan/holiday lodge owner

Park owners/operators will ensure that all pre-owned holiday caravans/holiday lodges sold by the park owner/operator have been safety checked (ie. to meet statutory safety requirements for gas installations and the checks have been carried out by Gas Safe registered engineers) and the unit carries valid safety check certificates.

Park owners/operators will clearly state whether a manufacturer's warranty has expired on a pre-owned holiday caravan/holiday lodge, unless they are providing their own, or a non-manufacturer warranty.

If you are buying a pre-owned holiday caravan/holiday lodge from a private owner then you should carry out all checks to ensure that the unit has been safety checked (as set out above) and the unit carries valid safety check certificates and any un-expired warranty from the manufacturer.

GUIDANCE FOR HOLIDAY PARK OWNERS/OPERATORS

This is what the park owner/operator should follow to meet the Standard opposite

If you offer your own warranty, you must ensure it includes information about claims procedure, contact information and items and charges specifically included, or excluded, from its provisions. The warranty must state clearly that it will not affect a holiday caravan/holiday lodge owner's consumer rights.

NCC BEST PRACTICE GUIDANCE

For Holiday Parks with Holiday Caravans/Holiday Lodges in Private Ownership

5. OCCUPANCY OF THE PITCH, PITCH FEES, OTHER CHARGES AND CHANGES IN ARRANGEMENTS ON A PARK

5.1 OCCUPANCY OF THE PITCH

STANDARD

This is what the park owner/operator should do for you the holiday caravan/holiday lodge owner

Park owners/operators will give all purchasers of a new or pre-owned holiday caravan/holiday lodge a Combined Purchase and Licence Agreement which clearly states the agreement period in alignment with this guidance.

The agreement period on the sale of a new holiday caravan/holiday lodge will not be less than 12 years from the date you purchased your holiday caravan/holiday lodge.

In the case of a pre-owned holiday caravan/holiday lodge, sold by the park owner/operator or directly through a private sale by an existing owner on the park, you will be given a period no less than the balance of the agreement period from the date the holiday caravan/holiday lodge was first purchased.

Once the initial agreement period has come to an end, you must arrange with the park owner/operator for the holiday caravan/holiday lodge to be removed from the pitch unless you and the park owner/operator agree to a new Licence Agreement. There will be no obligation on you or the park owner/operator to enter into such an Agreement.

If it is decided not to enter into a new Licence Agreement with you then you will be required to remove your holiday caravan/holiday lodge within 30 days of receiving written notice from the park owner/operator.

During the period of any Combined Purchase and Licence Agreement, the park owner/operator will not require you to remove the holiday caravan/holiday lodge without reasonable cause as set out in your Licence Agreement.

GUIDANCE FOR HOLIDAY PARK OWNERS/OPERATORS

This is what the park owner/operator should follow to meet the Standard opposite

Where you as a holiday park operator and a member of the NCC:

- a.** Buy a park where the holiday caravan/lodge owners are without the benefit of a Combined Purchase and Licence Agreement, you will offer all holiday caravan/holiday lodge owners the opportunity to enter into an Agreement in writing of not less than the unexpired period from the date the holiday caravan/holiday lodge was first purchased. In such instances all holiday caravan/holiday lodge owners without the benefit of a written agreement will be treated in line with all the provisions of this guidance.
- b.** Buy a park where it is agreed that the responsibilities and obligations of the original park owner are transferred to you as the new park owner, you will take on the benefits and obligations of the existing licence agreements. This means that you can only make changes that the existing agreement will allow you to make while the agreements remain in force. You cannot make changes that the existing agreement does not permit, and you cannot impose a new agreement on an existing holiday caravan/holiday lodge owner.

At the end of the initial period of occupancy, the agreement period is entirely a matter for negotiation and agreement between you and the holiday caravan/holiday lodge owner.

During the agreement period you will not remove the holiday caravan/holiday lodge for the purposes of creating a sale or solely on account of its age.

NCC BEST PRACTICE GUIDANCE

For Holiday Parks with Holiday Caravans/Holiday Lodges in Private Ownership

5. OCCUPANCY OF THE PITCH, PITCH FEES, OTHER CHARGES AND CHANGES IN ARRANGEMENTS ON A PARK – continued

5.2 PITCH FEE CHANGES

STANDARD

This is what the park owner/operator should do for you the holiday caravan/holiday lodge owner

The park owner/operator will provide you with at least 45 calendar days written notification and explanation of a proposed change in pitch fees:

a. Normally pitch fees will change in line with inflation (see definition of inflation) and/or to cover the cost of improvements on the park, and/or changes in the park operating costs including those brought about by changes in the law or regulatory change.

b. If 33% of holiday caravan/holiday lodge owners

on the park write to object stating clear and specific objections to the change by the specified date, the park owner/operator will:

- assess the objections
- communicate with owners who object
- not impose any increase in the pitch fee

until

the dispute has been considered and a decision given in writing with clear reasons for the decision

- refer disputes regarding the proposed change to the pitch fee where the process outlined in the Licence Agreement has not been followed correctly to the Independent Dispute Resolution Service (NCC IDRS) – if the park owner/operator is

GUIDANCE FOR HOLIDAY PARK OWNERS/OPERATORS

This is what the park owner/operator should follow to meet the Standard opposite

You should maintain the following records:

- The date that the pitch fee change was notified to holiday caravan/holiday lodge owners
- How the pitch fee increase was determined - what criteria was used
- The number and details of objections received
- The actions taken to resolve the dispute with holiday caravan/holiday lodge owners.

in membership of the NCC. They will also give you plenty of notice of your right to exit the contract, without loss or serious inconvenience if you don't agree with the change/s. Examples of how the park should assess fairness of a term that you may wish to rely on can be found in the CTSI Guidance of Holiday Parks - March 2023.

- c.** Alternatively, individual owners may take their individual dispute to an approved dispute resolution service or ultimately through the courts.

5.3 OTHER CHARGES

STANDARD

This is what the park owner/operator should do for you the holiday caravan/holiday lodge owner

Park owners/operators may pass on to you, as appropriate, any charges which are outside their control such as rates, water charges and other charges paid to third parties that relate to your ownership of the holiday caravan/holiday lodge:

- a.** Park owners/operators will make clear within the Combined Purchase and Licence Agreement which services and charges are included in the pitch fee and which additional services and charges are not included.
- b.** If park owners/operators receive notice of a change of charges outside their control, they will provide as much advance notice as possible to you.
- c.** Statutory charges such as rates will be in accordance with relevant legislation.
- d.** Park owners/operators will re-sell electricity and mains/natural gas to you at the price they pay for it.
- e.** Park owners/operators will not sell LPG gas (piped and/or bottled) at a price higher than the recommended retail price as set from time to time by the gas supplier.
- f.** Park owners/operators have the right to charge a reasonable administrative fee to cover maintenance of the infrastructure and meter readings in accordance with current regulations.

GUIDANCE FOR HOLIDAY PARK OWNERS/OPERATORS

This is what the park owner/operator should follow to meet the Standard opposite

You should ensure that all information given to holiday caravan/holiday lodge owners, regarding these charges, is clear and unambiguous.

You must ensure that you comply with all relevant legal requirements regarding the resale of water and electricity.

When a holiday caravan/holiday lodge is sold midway through a year, the new owner should only be charged for rates, or other utilities, for the period from the date they became owners.

NCC BEST PRACTICE GUIDANCE

For Holiday Parks with Holiday Caravans/Holiday Lodges in Private Ownership

5. OCCUPANCY OF THE PITCH, PITCH FEES, OTHER CHARGES AND CHANGES IN ARRANGEMENTS ON A PARK – continued

5.4 INSURANCE

STANDARD

This is what the park owner/operator should do for you the holiday caravan/holiday lodge owner

It is your responsibility and a requirement of the Licence Agreement between you and the park to ensure that the holiday caravan/holiday lodge is correctly and properly insured. Where you choose not to insure the holiday caravan/holiday lodge through the policy the park offers, the park owner/operator will provide a checklist of the insurance requirements that your policy will need to meet. These are usually set out clearly in the Licence Agreement. You should also ensure that any specific needs that you want included in the policy are covered. You will be required to provide the park owner/operator with a copy of your current insurance policy.

GUIDANCE FOR HOLIDAY PARK OWNERS/OPERATORS

This is what the park owner/operator should follow to meet the Standard above

Where the holiday caravan/holiday lodge owner opts to take their own insurance you will provide them with clear, written details of your insurance requirements. The requirements must be reasonable and proportionate.

5.5 CHANGES IN ARRANGEMENTS ON A PARK

STANDARD

This is what the park owner/operator should do for you the holiday caravan/holiday lodge owner

Park owners/operators are entitled to make changes to the park or the way it is managed or run because they may wish to develop or improve the park or its facilities in the normal course of developing their business, or because they are asked to make changes to comply with a Local Authority Site Licence condition.

Park owners/operators will give you at least 30 calendar days' notice of changes to the Rules. Where the changes involve matters such as, but not limited to, health and safety, environmental issues or changes in regulations and/or legislation imposed upon the park they will also give at least 30 calendar days notice where possible.

Park owners/operators will ensure that where such changes take place the Combined Purchase and Licence Agreement will not subsequently be amended unilaterally but it will be binding on their successors in title. New terms and conditions will not be introduced which represent a fundamental change to previous Agreement terms.

In the event that the proposed changes to park rules are deemed unreasonable, you have the option to write to the park owner/operator putting your objections clearly. If 33% of holiday caravan/holiday lodge owners write to object the park owner/operator will consider your objections carefully. They will also give you plenty of notice of your right to exit the contract, without loss or serious inconvenience if you don't agree with the change/s. Examples of how the park should assess fairness of a term that you may wish to rely on can be found in the CTSI Guidance of Holiday Parks - March 2023.

Examples of actions which would amount to a breach of this paragraph are where park owners/operators:

- a.** Introduce a new requirement that you must hire out your holiday caravan/holiday lodge where this had not been a requirement before.
- b.** Introduce provisions which discriminate unreasonably between you and any other holiday caravan/holiday lodge owner on the park.

GUIDANCE FOR HOLIDAY PARK OWNERS/OPERATORS

This is what the park owner/operator should follow to meet the Standard opposite

Changes to the park may include the development of new facilities and amenities or the provision of new services or environmental improvements.

Where the changes involve matters such as, but not limited to, health and safety, environmental issues or changes in regulations and/or legislation imposed upon the park you will also give the holiday caravan/holiday lodge owner at least 30 calendar days' notice of the changes where possible.

If the change in arrangements results in a change to the pitch fees, you will follow the procedure detailed in section 5.2 of this guidance.

If the proposed changes to park rules are deemed unreasonable by the holiday caravan/holiday lodge owner they can put their objection in writing to you. If 33% object in writing you should consider their objections carefully, and send a written response to those who contact you within 21 days of receipt of their objection.

NCC BEST PRACTICE GUIDANCE

For Holiday Parks with Holiday Caravans/Holiday Lodges in Private Ownership

5. OCCUPANCY OF THE PITCH, PITCH FEES, OTHER CHARGES AND CHANGES IN ARRANGEMENTS ON A PARK – continued

5.6 TERMINATION OF YOUR LICENCE TO OCCUPY A PITCH

STANDARD

This is what the park owner/operator should do for you the holiday caravan/holiday lodge owner

Your Combined Purchase and Licence Agreement will state, clearly, the circumstances in which you and the park owner/operator may terminate the Agreement, and the consequences of doing so.

Your Combined Purchase and Licence Agreement will state, clearly, what charges you may incur following termination, and in what circumstances they will apply. These may include removal of decking, and storage costs following the date of termination.

Your Combined Purchase and Licence Agreement will state, clearly, the consequences and costs of you not removing your holiday caravan/holiday lodge following termination.

GUIDANCE FOR HOLIDAY PARK OWNERS/OPERATORS

This is what the park owner/operator should follow to

Where there is a breach of the Agreement which is not capable of remedy such as acts of violence or intentional damage to property, or such that it causes a breakdown in the relationship between you and the holiday caravan/holiday lodge owner, you must give the owner notice in writing. The period of notice must be reasonable taking into consideration the nature and circumstances of the breach.

Examples of breaches that may be capable of remedy include, but are not limited to, a persistent failure to comply with the terms set out in the licence agreement, a failure to pay pitch fees or to use the holiday caravan/holiday lodge as a main or permanent residence.

meet the Standard opposite

You cannot terminate the Licence Agreement without due cause. You cannot terminate the Licence Agreement for fair and reasonable comment on social media or communication with other owners, for making legitimate complaints (for example regarding contractual and/or Consumer Rights Act 2015 breaches) or for making lawful complaints to other bodies, such as the Police, Trading Standards Service or Environmental Health Department.

Clear information must be given regarding the treatment of decking, and other additions made to the holiday caravan/holiday lodge by the holiday caravan/holiday lodge owner, following termination.

NCC BEST PRACTICE GUIDANCE

For Holiday Parks with Holiday Caravans/Holiday Lodges in Private Ownership

6. RESALE OF THE HOLIDAY CARAVAN/HOLIDAY LODGE OR GIVING OR BEQUEATHING IT TO FAMILY MEMBERS

6.1 RESALE OF THE HOLIDAY CARAVAN/HOLIDAY LODGE

STANDARD

This is what the park owner/operator should do for you the holiday caravan/holiday lodge owner

You have the right to sell your holiday caravan/holiday lodge as long as you have settled all outstanding amounts due to the park owner in excess of the amount stated in your Combined Purchase and Licence Agreement. You must advise the park owner/operator, in writing of your intention to sell.

If you wish to leave the park there are three ways that you can sell your holiday caravan/holiday lodge:

- a. sell directly to the park owner/operator
- b. sell privately “on the pitch” (in which case the park owner/operator must be offered first refusal)
- c. sell privately “off the park” (in which case reasonable removal charges would apply) – see section 7.

The park owner/operator will inform you of the procedure for the sale of your holiday caravan/holiday lodge, and the transfer fee that they will charge if you sell privately “on the pitch”, set out in in your Combined Purchase and Licence Agreement.

Any purchaser buying “on the pitch” will receive no lesser benefits than those in the original Licence Agreement. A private purchaser buying “on the pitch” will be subject to the same financial and residential checks as a new owner buying from the park owner/operator.

Pitch fees and other charges that you have already paid in advance for the season will not be double charged by the park i.e; the park cannot ask your purchaser to pay them as well. Details of how fees and payments will be handled during a private sale are explained within the Licence Agreement under Section 7 – Selling the Holiday Caravan/Lodge.

The park should give clear reasons which will be evidenced and recorded if the sale could not complete.

Any subsequent purchaser cannot use the holiday caravan/holiday lodge as their permanent residence and the park owner/operator will carry out an initial, and then annual, check for evidence of a permanent residence, as outlined in Appendices 1 & 2.

GUIDANCE FOR HOLIDAY PARK OWNERS/OPERATORS

This is what the park owner/operator should follow to meet the Standard opposite

You should ensure that any Transfer Fee you intend to charge is the negotiated rate agreed between you and the prospective owner before the Licence Agreement is signed. Transfer fees can vary depending on the value of the unit and what fee is agreed by both parties. If you charge a transfer fee then it should only be the rate agreed with the prospective purchaser and the rate agreed will be recorded in the Licence Agreement.

A Licence Agreement for a new private purchaser should be no less favourable than the original Licence Agreement. Less favourable terms should not be used to block a private sale.

Checks on a private purchaser should be no different and no more onerous than those you would conduct on a prospective owner buying directly from you. These checks should not be used to block or hinder a private sale. All reasons should be evidenced and recorded and should be disclosed to the buyer. It is likely that General Data Protection Regulations (GDPR) will restrict any disclosure to the selling owner in the event that the sale could not complete and this should be explained to the buyer.

NCC BEST PRACTICE GUIDANCE

For Holiday Parks with Holiday Caravans/Holiday Lodges in Private Ownership

6. RESALE OF THE HOLIDAY CARAVAN/HOLIDAY LODGE OR GIVING OR BEQUEATHING IT TO FAMILY MEMBERS – continued

6.2 GIVING OR BEQUEATHING THE HOLIDAY CARAVAN/HOLIDAY LODGE TO FAMILY MEMBERS

STANDARD

This is what the park owner/operator should do for you the holiday caravan/holiday lodge owner

Park owners/operators will ensure that your rights and the procedure for the giving or bequeathing of the holiday caravan/holiday lodge by you are clearly stated in the Combined Purchase and Licence Agreement and explained, including their prospective new owner procedures.

Where you are gifted the holiday caravan/holiday lodge you will tell the park owner/operator so they can carry out relevant checks and issue you with a fresh Licence Agreement for the unexpired period of the original Agreement.

As the new owner of the holiday caravan/holiday lodge you will be subject to the same financial and residential checks as a new owner buying from the park owner/operator.

Remember that if your holiday caravan/holiday lodge is gifted or bequeathed it cannot be used by the beneficiaries (either your family or their friends who may use it with their permission) as their permanent residence and the park owner/operator will carry out an initial and then annual check for evidence of permanent residency, as outlined in Appendices 1 and 2.

GUIDANCE FOR HOLIDAY PARK OWNERS/OPERATORS

This is what the park owner/operator should follow to meet the Standard opposite

Checks on a family member should be no different and no more onerous than those you would conduct on a prospective owner buying directly from you. These checks should not be used to block or hinder a transfer of the Licence Agreement to occupy.

When the checks are completed and satisfactory you will issue a new Licence Agreement to the family member on no less favourable terms for the unexpired period of the original Licence Agreement.

7. REMOVAL OF THE HOLIDAY CARAVAN/HOLIDAY LODGE FROM THE PITCH ON THE HOLIDAY PARK

7.1 REMOVAL OF THE HOLIDAY CARAVAN/HOLIDAY LODGE FROM THE PITCH ON THE HOLIDAY PARK

STANDARD

This is what the park owner/operator should do for you the holiday caravan/holiday lodge owner

Park owners/operators will ensure that procedures for removal of the holiday caravan/holiday lodge either from the pitch on the park, or when the Combined Purchase and Licence Agreement comes to an end, are clearly stated.

GUIDANCE FOR HOLIDAY PARK OWNERS/OPERATORS

This is what the park owner/operator should follow to meet the Standard opposite

This includes:

- a.** Repayment of all pre-paid charges (e.g. water charges) will be made on a pro-rata basis. Any pitch fees that have been paid to you in advance will be refunded depending on when the notice to leave the park is given. This is set out in the termination section in the Combined Purchase and Licence Agreement.
- b.** Written quotations and reasonable charges relating to de-siting and removal of the holiday caravan/holiday lodge.
- c.** Reasonable de-siting and removal costs associated with any breaches of the Licence Agreement on your part.

NCC BEST PRACTICE GUIDANCE

For Holiday Parks with Holiday Caravans/Holiday Lodges in Private Ownership

8. COMPLAINT HANDLING

8.1 DEALING WITH COMPLAINTS FROM HOLIDAY CARAVAN/HOLIDAY LODGE OWNERS OR A REPRESENTATIVE ON THEIR BEHALF

STANDARD

This is what the park owner/operator should do for you the holiday caravan/holiday lodge owner

Park owners/operators should have a process and procedure in place for receiving, handling and resolving complaints linked to the purchase, siting, ownership and re-sale of a privately owned holiday caravan/holiday lodge.

Complaints can be submitted by you or a representative on your behalf and should be made in writing (letter or email). Complaints will be acknowledged by the park owner/operator in writing within seven days of receipt and they will issue a final decision within 28 days.

If more time is required to deal with the complaint because it is complex, the park owner/operator will tell you or your representative why and give you/them a date when a response or final decision will be delivered.

This guidance applies to complaints related to the contents of the Combined Purchase and Licence Agreement made within three months of when the complaint was first raised with the park owner/operator. It does not cover complaints about the level of pitch fees and/or whether they have been increased using the agreed criteria laid out in section 5.2 (a) of this guidance.

GUIDANCE FOR HOLIDAY PARK OWNERS/OPERATORS

This is what the park owner/operator should follow to meet the Standard opposite

You, as the park owner/operator should notify the holiday caravan/holiday lodge owner of the process. Park owners/operators who are members of the NCC should also notify the holiday caravan/holiday lodge owner of the dispute resolution arrangements available through the NCC. See appendix 3.

If your response does not resolve the complaint then you should issue a final decision as soon as possible and no later than 28 days after initial receipt of the complaint.

If more time is required to deal with the complaint because it is complex, you will explain why and give a date when a response or final decision will be delivered.

NCC member park owners/operators will cooperate with and pay the cost of a matter referred to the Independent Case Examiner (ICE) where it is eligible and/or it is alleged you have not met the requirements of this guidance or the matter cannot be resolved through those services despite the efforts of all involved; the park, the complainant and the NCC IDRS.

See Appendix 3 for NCC Guidance Notes on handling complaints.

8.2 CO-OPERATION WITH PROFESSIONAL ADVISERS

STANDARD

This is what the park owner/operator should do for you the holiday caravan/holiday lodge owner

It may be that you decide to instruct a professional adviser to deal with the complaint on your behalf. The park owner should cooperate with appropriately qualified professional advisers appointed by you to resolve your dispute.

GUIDANCE FOR HOLIDAY PARK OWNERS/OPERATORS

This is what the park owner/operator should follow to meet the Standard opposite

There should be proper, prompt and professional cooperation between you and the holiday caravan/holiday lodge owner's representative and/or appropriately qualified professional advisers throughout the duration of the complaint.

Such advisers will include the NCC's advisers (where the park owner/operator is a NCC member), trading standards departments, Citizens Advice and other consumer advice centres.

NCC BEST PRACTICE GUIDANCE

For Holiday Parks with Holiday Caravans/Holiday Lodges in Private Ownership

8. COMPLAINT HANDLING – continued

8.3 INDEPENDENT CASE EXAMINER (ICE)

STANDARD

This is what the park owner/operator should do for you the holiday caravan/holiday lodge owner

If your park is in membership of the NCC and you are not satisfied with the outcome of the complaint carried out by the park owner/operator and the NCC IDRS is unable to reach a mutually satisfactory conclusion of the matter, your complaint may be eligible for consideration by the ICE. This is an entirely independent form of Alternative Dispute Resolution (ADR).

Timescales

Providing the matter is eligible and an application and fee for it to be considered by the ICE is made within one month from the date that NCC IDRS have notified you that their process is complete, you can expect to receive acknowledgment from NCC IDRS within seven working days.

See Appendix 4 for details.

In the event that the matter cannot be considered by the ICE you can still access an accredited ADR process or take court action if you wish.

GUIDANCE FOR HOLIDAY PARK OWNERS/OPERATORS

This is what the park owner/operator should follow to

When access to the ICE is available

If the complaint is not resolved amicably between you and the holiday caravan/holiday lodge owner, and the complaint has also been referred to (and was eligible for) the NCC IDRS, then the holiday caravan/holiday lodge owner may be able to access the ICE.

All eligible disputes will be concluded as speedily and effectively as possible. Once a decision is made any award must be made to the holiday caravan/holiday lodge owner within 14 working days unless otherwise directed by the ICE.

Process

This is outlined in Appendix 4.

meet the Standard opposite

Holiday caravan/holiday lodge owners can decide whether to accept the final decision of the ICE

The decision of the ICE is final but does not affect the holiday caravan/holiday lodge owner's statutory rights if they remain dissatisfied and decide to approach an accredited ADR body or take court action instead.

Park owners/operators and ADR

Under this guidance certain disputes may be referred to and considered by the ICE. Where an eligible dispute is referred you are expected to participate, cooperate and agree the process, be bound by the decision and to honour any award made against you by the ICE.

An award made by the ICE does not negate any statutory rights of the consumer.

Disputes which cannot be considered by the ICE are listed in Appendix 4.

In the event that a complaint cannot be resolved / becomes deadlocked you have a legal duty to comply with the ADR Regulations and ensure that the holiday caravan/holiday lodge complainant is made aware of the relevant process to access an ADR accredited body.

NCC BEST PRACTICE GUIDANCE

For Holiday Parks with Holiday Caravans/Holiday Lodges in Private Ownership

APPENDIX 1: PROOF OF PERMANENT RESIDENTIAL ADDRESS

IN ALL CASES, EVIDENCE SHOULD COMPRISE ANY THREE OF THE FOLLOWING, SHOWING THE ADDRESS OF THE PERMANENT RESIDENCE IN THE HOLIDAY CARAVAN/HOLIDAY LODGE OWNER'S NAME. THE PARK OWNER/OPERATOR WILL SPECIFY WHAT EVIDENCE THEY REQUIRE AND ANY ADDITIONAL INFORMATION NECESSARY TO SATISFY THEIR CHECKS. THE PARK OWNER/OPERATOR MAY ASK FOR OTHER EVIDENCE IF THEY THINK IT IS NECESSARY TO BE SURE THE HOLIDAY CARAVAN/HOLIDAY LODGE IS BEING USED IN ACCORDANCE WITH THE TERMS OF THE LICENCE AGREEMENT. IN ANY EVENT THE PARK OWNER/OPERATOR WILL ONLY REQUIRE THREE PIECES OF EVIDENCE TO SATISFY THIS REQUIREMENT.

This list reflects the evidence required by HMRC for a person to show proof of permanent residence. It is not exhaustive. The park owner/operator will also monitor the occupancy of the holiday caravan/holiday lodge to ensure that it is being used in accordance with the terms of the Licence Agreement, and/or any other information issued by the park owner/operator to which the Licence Agreement may apply e.g. park rules.

1. Council Tax Invoice for UK residents (or, for residents outside the UK, evidence of their ownership of the address such as a utility bill in their name).
2. A current entry in the electoral roll relating to a proof of residency at a permanent address other than for the caravan site pitch involved.
3. Any utility bill in their name (less than three months old).
4. Valid insurance document.
5. Benefits payment book.
6. Bank or Building society statement or passbook, which includes address and evidence of transactions within the last three months.
7. Credit or debit card bill which shows evidence of transactions within the last three months.
8. A tenancy agreement from a housing association or certified copy of private assured shorthold tenancy in the caravan owner's name.
9. Land registry confirmation of address.
10. Original letter from Inland Revenue.

A copy of any three documents must be retained by the park owner and held in a secure place in line with the requirements of the Data Protection Act 2018.

APPENDIX 2: RESIDENTIAL MISUSE AUDIT

THE AUDIT WILL COMPRISE TWO STAGES:

- 1.** The holiday caravan/holiday lodge owner to allow the park owner/operator (the caravan park licence holder or their nominated person such as a General Manager) to inspect documents as proof of their permanent residence as defined in Appendix 1. An annual audit will be carried out thereafter where holiday caravan/holiday lodge owners will be required to confirm their permanent address. These documents will be presented at the point of sale. If the holiday caravan/holiday lodge owner subsequently fails or refuses to provide such proof of permanent residence as part of the annual audit, this would be a breach of the Licence Agreement and/or park rules or other document linked to the Licence Agreement that prohibits this and the park owner/operator may take steps to bring the Licence Agreement to an end.
 - 2.** The park owner/operator or their nominated person (such as a General Manager) must maintain a register of this audit either in written or electronic format to record the following details:
 - Date of audit (to be conducted annually when the pitch fee notice is despatched).
 - Name of person conducting the audit.
 - Pitch identification number.
 - Full name of the holiday caravan/holiday lodge owner as recorded in the Agreement.
 - Address of the holiday caravan/holiday lodge owners' permanent residence.
- Copies of the proof of the holiday caravan/holiday lodge owner's permanent residential address – as listed in Appendix 1 above.
 - Date of transfer of ownership or sale of the holiday caravan/holiday lodge (as appropriate).
 - Full name and address of the new holiday caravan/holiday lodge owner (where appropriate).
- a.** The register will be made available on request for inspection by a local authority site licensing officer or other enforcement official as appropriate.
 - b.** The holiday caravan/holiday lodge owner to provide consent to the park owner/operator to hold their details and for these details to be viewed by a local government official as in a) above in line with the provisions in the General Data Protection Regulations 2018.

NCC BEST PRACTICE GUIDANCE

For Holiday Parks with Holiday Caravans/Holiday Lodges in Private Ownership

APPENDIX 3: NCC MEMBER HOLIDAY PARK – COMPLAINTS HANDLING GUIDANCE NOTES

Complaint Handling

The aim of the NCC's Guidance Notes are to provide helpful background, interpretation and recommendations to make it as easy as possible for all members to approach customer complaints in the way expected of an NCC member. In many cases, it is recognised that members may already have well developed documents or procedures for the elements covered by these Guidance Notes but for those that do not, we hope that the following information is of benefit. Please feel free to adapt or adopt as much or as little as you wish however the key principles must be retained within your complaint handling policy.

The general complaint handling principles of NCC membership are that members should:

- make customers aware that there is a complaints procedure.
- make it easy for customers to lodge a complaint.
- deal with complaints promptly (within specified time limits), fairly and fully through to completion/close-out.
- make complainants aware of their right to refer unresolved complaints to the NCC for informal dispute resolution (and if applicable, to the Independent Case Examiner (ICE)) or to Citizens Advice or other consumer bodies.
- take responsibility, on behalf of the customer, for resolving complaints in relation to any third party supplier.
- learn from complaints to improve performance and service .

Complaints can of course arise when a customer's expectations are not met (e.g. the product or service is faulty, or is not delivered to, or does not meet, the expected or required standard). Handling complaints in an open and transparent way can help to set customers' expectations, minimise the risk of customers being discontented, and thereby increase

customer loyalty and satisfaction. It will also help a business identify where improvements can be made, so complaints should be viewed positively.

If a complainant raises other issues with a member during the course of their consideration of the initial complaint, it is accepted that this may extend the time it takes to investigate and seek resolution.

Holiday park members should also remember that in all instances (i.e. at any stage of the complaint handling process), if it can be justified that more time is needed to investigate and manage a complaint (e.g. because it involves another party, or because further issues have been raised or the complaint is complex), they have the option to take more time provided they give the complainant written reasons why and an estimate of the date when they expect to be able to issue an initial response or final decision.

Four templates with suggested content and format have been produced to assist holiday park members in complying with these requirements:

- Complaint Handling Procedure
- Acknowledgement
- Initial Response
- Final Decision and Complaint Log.

During any periodic assessments or queries as the result of a complaint, the NCC will expect to see all these key elements included in a holiday park member's complaint procedures.

Other useful information around complaint handling:

General

- It is generally more cost-effective and less stressful for all concerned to limit the number of stages a complaint must go through to two, or at most three. However, members are free to spell out additional stages for internal escalation within their procedure, and include any additional text to suit their own processes, provided they fall within the principles outlined in this guidance document
- Members are encouraged to promote their complaint handling procedure (perhaps as part of a customer care policy, on a website or alongside standard terms and conditions) in advance and not just when a complaint happens.

Procedural

Holiday park members are advised:

- To attach the complaint handling procedure to the initial complaint acknowledgement or in response to a query that might turn into a complaint.

NCC BEST PRACTICE GUIDANCE

For Holiday Parks with Holiday Caravans/Holiday Lodges in Private Ownership

APPENDIX 3: NCC MEMBER HOLIDAY PARK – COMPLAINTS HANDLING GUIDANCE NOTES – continued

Procedural – continued

- To accept complaints in any format – by phone, letter or e-mail. If complaints are taken over the phone, the member should write to the complainant, setting out the details, and asking the complainant to confirm that their understanding of the complaint is correct.
- To log details of verbal complaints because a verbal complaint, if not acted upon, can quickly become a written complaint. It is therefore good practice to be alert to them, to treat them seriously, and to record them in instances where, in a members judgement, it could well be escalated by the customer or be indicative of likely future complaints.
- To maintain a complaints database/log to record pertinent information and provide details on request to the NCC or the ICE where appropriate. In particular, this should record the dates when complaints:
 - a. were received,
 - b. were acknowledged,
 - c. received any initial response,
 - d. received a final decision letter
 - e. were decided and what action was taken, and
 - f. were finally closed.
- To maintain well-ordered files which bring together all correspondence relating to any complaint, from inception through to the provision of an initial response and/or final decision letter. Any further action (e.g. at the end of all complaints and following an investigation by ICE) should also be recorded.
- If the complaint relates to third parties used by the member, to seek as much information as possible from the third party, and to provide a clear and full explanation to the customer of any action taken by the third party
- To offer assistance in making their complaint to those who are unable to do it unaided (e.g. because they are elderly or infirm, vulnerable, or English is not their first language). Complaints from a third party or representative acting on your behalf will also be accepted. This will also contribute towards the creation of a climate favourable to the informal resolution of the complaint.

Behavioural

Holiday park members are encouraged to:

- Recognise that 'complaints' may arise from simple confusion, misunderstandings, and consequent frustration, rather than malicious intent. A complaint may in reality be a 'call for help' – for an explanation or for a helping hand. This may particularly be the case with vulnerable customers.

- Focus on identifying the core issue, being positive about wishing to resolve it, and offering a solution.
- Avoid potentially inflammatory language (e.g. referring to taking legal action or seeking to rebut threats of legal action) both orally and in writing.
- Be ready to accept and admit that the member's procedures and/or standards of work or behaviour may be unsatisfactory.
- Treat complaints as offering a positive opportunity to develop better processes and higher standards, to avoid recurrences, and to improve the member's reputation.

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APPENDIX 4: NCC INFORMAL DISPUTE RESOLUTION SERVICE (NCC IDRS) AND INDEPENDENT CASE EXAMINER (ICE)

NCC member holiday park owners/operators should co-operate and comply with these guidelines that outline an informal complaints handling process which includes access to an external, independent dispute resolution service.

Step 1

If the complaint is not resolved amicably between you (the complainant) and the park owner/operator (park) and the park is in membership of the NCC, you may refer the matter to the NCC Informal Dispute Resolution Service (NCC IDRS).

The NCC IDRS can be contacted

- a)** by email to nccidrs@thenc.org.uk
- b)** in writing to NCC IDRS, Catherine House, Victoria Road, Aldershot, Hampshire GU11 1SS

Matters that fall out of scope for NCC IDRS include:

- Disputes with a company that is not a member of the NCC
- Disputes relating to fitness for purpose or satisfactory quality under the Consumer Rights Act 2015
- Disputes relating to the amount of or increase in pitch fees or other charges levied by the park owner/operator
- Disputes involving a residential park home or residential park - these are dealt with via the First Tier Tribunal (FTT) Property Chamber

- Disputes already being considered by another independent redress scheme
- Disputes where a legal advisor has been instructed or where qualified legal advice has been sought
- Disputes involving a holiday let / rental on a member park
- Disputes that have already been dealt with, or are subject to some form of court action or tribunal hearing
- Disputes concerning warranties
- Disputes arising from a Business to Business transaction
- Disputes where more than three months have elapsed since the NCC member's final written decision
- Disputes over Park Rules or Site Licence issues or planning decisions/development of the park, other than how they were handled by the member park in line with the Licence Agreement.
- Disputes that involve any claims to property/ land rights

For a copy of the full consumer complaints guidance please contact nccidrs@thenc.org.uk

Step 2

If the matter cannot be resolved through this service, then the matter may be eligible to be referred to the Independent Case Examiner (ICE) or you may choose to deal with the matter in other ways, including by taking legal action through the courts.

Step 3

If a complaint is referred to the ICE and it is eligible, the park owner/operator should co-operate with the process.

Step 4

For the matter to be considered by the ICE it must be one which forms part of the consumer contract between you and the holiday park (contractual), is a matter which is eligible and is not excluded from the NCC IDRS and is where a written request to escalate is submitted and any relevant fee is paid within one month of receiving the final decision of the NCC IDRS. Other limitations to accessing the ICE are set out below.

Step 5

All eligible matters (as set out in this guidance) and referred to the ICE will be acknowledged within seven working days of receipt of your written notification (either by email or by post) that you wish to invoke this stage of resolution.

Step 6

Where a decision is made, and you accept the terms of the decision, it is binding on both you and the park owner/operator. If you are dissatisfied with the decision, you may seek redress through court proceedings.

Step 7

The park owner/operator will pay any award made as part of the decision to you within 14 working days of the date of the ICE written notification to the park owner/operator unless otherwise directed by the ICE.

You will not be able to access ICE if:

- You have not already contacted the park owner/operator and attempted to resolve your dispute with them
- After trying to resolve your dispute with the park owner/operator you did not refer the matter for consideration by the NCC IDRS
- Your dispute is considered, by NCC IDRS, to be frivolous or vexatious
- Your dispute has already been considered by another dispute resolution service, or by a court
- You have not submitted your claim within one month of receiving the final decision of the NCC IDRS
- We consider that dealing with your dispute will seriously impair the effective operation of our scheme.

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FOR HOLIDAY PARKS WITH HOLIDAY CARAVANS/HOLIDAY LODGES IN PRIVATE OWNERSHIP

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