

HILLEND CARAVAN PARK LTD TERMS AND CONDITIONS

1. DEFINITIONS

- We/Us/our/the site operator ----- Hillend Caravan Park Ltd.
- You/The owner ----- the person whose name we hold as being the purchaser / owner of the caravan or lodge.
- Licence fee ----- the annual ground rent including rates utility charges and vat.
- The Park ----- property owned by Hillend Caravan Park Ltd and known as Hillend Caravan Park.
- The Terms and conditions ----- means these Terms and conditions or such terms and conditions as are from time to time in force at The Park

2. LICENCE

- payment of the licence fee does not create a lease or a tenancy but a licence permitting the owner to keep a caravan or lodge on any plot on The Park we allocate for a period of 12 months commencing from 1st January each year.
- If you do not wish to renew your licence you must notify us in writing no later than 1st January following expiry of the same.
- You may not transfer the licence or your allocated plot on the park to a third party.
- the Park will normally open from 1st March to 30th November except in exceptional circumstances.

3. PAYMENT

- the full licence fee must be paid in advance no later than 1st January each year. If you do not pay in full by 1st January, we reserve the right to cancel your licence or to charge a late payment penalty of £100 +VAT per calendar month until payment is received
- payment of the licence fee implies your acceptance of these Terms and Conditions for the forthcoming season, and until such time as you relinquish your plot or amended Terms & Conditions are issued.
- these Terms & Conditions constitute our contract with you.

4. SALE / PURCHASE OF CARAVANS / CHANGE OF CARAVAN

- caravans must be supplied by, and be purchased from the site operator or, with our agreement from agencies nominated by us.
- you may only re-sell your caravan or lodge to the site operator with the purchase price calculated at the market rate for our Park. In the event of repossession, the residual value of any unit will be calculated net of depreciation, outstanding debts owed to us, known repair costs & exit charges.
- caravans shall be replaced with new after the later of 15 seasons on the park or 15 years from the date of manufacturer. This tenure is extended to 20 years for twin unit caravans and 30 years for twin unit lodges over 18 feet wide. Caravans given the description 'lodge' by the manufacturer are not classed as lodges for the purpose of tenure.
- in the event that a pre-owned caravan or lodge is purchased on The Park, this unit will not benefit from the full tenures mentioned Above. Instead, the 2nd hand unit must be changed after a period equating to the difference between the full tenure and the number of years the unit has already been on The Park.
- exit charges – when a caravan is relinquished exit charges will apply as follows: £700 to remove the caravan from the plot plus all elements of the ground rent which are charged in arrears IE. Rates, metered electricity and water charges.
- In the event that any lodge has to be removed from The Park, exit charges will be in the sum of £15,000 in addition to utilities

5. INSURANCE

- all caravans must be insured on a full reinstatement basis at all times and have minimum public liability cover of £5 million.
- if you do not insure your caravan with our preferred insurance provider, you must provide at each renewal a full copy of your policy schedule and booklet, and evidence that cover remains in force must be provided at 3 monthly intervals thereafter.
- if you do not insure your caravan with our preferred insurance provider, an admin charge of no less than £45 + vat will apply

6. PETS

- pets must be kept under the strict control of their owners at all times and must be exercised away from the park.
- if any pet becomes a persistent nuisance, the owner will be requested to leave the pet at home whilst visiting the park.

7. SUBLETTING

- owners who sub-let their caravans will be deemed to be responsible for the actions of their tenants.
- owners should not let their caravans to large or undesirable groups. see condition 9 below in relation to occupancy.
- we will terminate the licence of any owner whom we consider is keeping a caravan on the park primarily for the purpose of sub-letting whether for financial gain or otherwise. We will allow owners a maximum of 4 weeks rental per season. 4 weeks meaning 4 periods of one week and not for example 28 single nights or 14 weekends which add up to 28 days.

8. VEHICLES

- no more than two vehicles must be parked outside a caravan or lodge at any time.
- visitors to caravans and lodges will be charged the current car park fee unless met at the point of entry by the owner.
- vehicles must be driven sensibly on the park at all times. any speed limit displayed on the park must be observed at all times.

9. SAFETY

- caravans must be maintained in good order and remain mobile and free of debris beneath. The appearance of your caravan / lodge and your plot generally must be maintained to an acceptable standard when considered against the standard of The Park in general
- notwithstanding condition 4, no caravan or lodge will be permitted to remain on The Park in circumstances where we consider it is approaching a condition whereby it will become immobile, unsafe, or any future resale value will be negligible
- no external modifications to be made to caravans or lodges and manufacturers external finishes must be retained and maintained.
- No ball games are to be played around caravans or lodges. Please use the facilities provided for this purpose.
- no caravan or lodge shall be occupied by more persons than the number of berths for which it was designed.

10. EXTERNAL CONSTRUCTIONS

- no external works or constructions (including fences) are to be carried out under any circumstances without our prior approval.
- tents must not be erected or campervans parked for occupation next to caravans or lodges under any circumstances.
- cladding beneath caravans must be colour coated sheeting, not timber, pvc or plastic.

11. LIABILITY

- we accept no liability, other than our legal liabilities, in respect of personal injury or damage to the property of owners or their guests whilst on The Park.

12. GENERAL

- if any owner persistently breaches, or allows others to breach these conditions, or if at any time in our opinion the conduct of any occupier is such that it is considered to be detrimental to our interests, or the interests of other owners, then the licence will be terminated and the caravan removed from the park.
- in the event of any dispute between caravan owners our decision upon all matters will be final.