

The following terms and conditions apply to Season Pitches at Newhaven Holiday Park.

1. Nothing in the Season Pitch agreement will reduce your statutory rights relating to faulty or mis-described goods. For further information about your statutory rights contact your local authority Trading Standards Department.
2. The Park is open from 1<sup>st</sup> March to 31<sup>st</sup> October (the "Season"). You are entitled to station the Caravan on the Park for the Season and to occupy the Caravan for holiday and recreation purposes during the Season. Seasonal fees include winter storage, unless agreed otherwise at commencement of the pitch.
3. Our obligations under the Season Pitch Agreement are as follows:
  - 3.1. To keep the Park insured against third party claims to a minimum value of £2M per claim.
  - 3.2. To provide a pitch for your caravan on the touring field.
  - 3.3. To ensure that the services to the pitch are provided to you .The Park Owner shall not be liable for temporary interruptions in services which are beyond our control provided that it takes reasonable steps to remedy any interruption as soon as reasonably practicable).
  - 3.4. To charge for utilities only in accordance with the law.
4. Your Obligations under these Terms and Conditions are as follows:
  - 4.1. To pay the pitch fee in full by the 1st March (or, if mid-season, the agreed date of arrival) and any electricity charges in excess of the amount included within the pitch fee when invoiced. The pitch fee is inclusive of all Rates payable to the Rating Authority
  - 4.2. To use the caravan only during the Season and not otherwise than for holiday and recreational purposes and in particular not to use the caravan as a permanent residence or for the purposes of carrying on any trade or business
  - 4.3. To comply with the behaviour standards set out in clause 5 of these terms and conditions.
  - 4.4. To insure the Caravan and all motor cars using the Park as required if the same were used on a road.
  - 4.5. To repair storm and any accidental damage which the Caravan suffers during the Season.
  - 4.6. To properly secure the caravan and to immobilise the caravan against theft by use of any or all proprietary anti-theft measures. To leave a key for any security devises at the Park Office.
  - 4.7. To keep pitch clean and tidy. Failure to do so will result in termination of contract. The pitch must be kept to at least to an equivalent standard of all other touring pitches on site. Caravan covers are not permitted during the Season.
  - 4.8. When the caravan is unoccupied no objects, other than an awning, shall be left on, around or under the caravan and all electricity will be disconnected.
  - 4.9. You will not make any alterations to the pitch, including, but not limited to decking, flower beds, or installation of any structures.
5. You agree to comply with the following behaviour standards:
  - 5.1. Not to be a nuisance to other users of the Park or to us or our staff.
  - 5.2. To act towards us and our staff in a reasonable, courteous and considerate manner.
  - 5.3. To supervise children so that they are not a nuisance or danger to themselves or others.
  - 5.4. Not to use the Caravan or the Park for any criminal or anti-social activity or to overcrowd the Caravan.

- 5.5. Not to carry or have at the Caravan any firearm without our permission.
- 5.6. Not to create any unreasonable noise or disturbance.
- 5.7. To keep dogs under control at all times and any mess cleared up immediately.
- 5.8. To comply with the Park Rules (a copy of the Park Rules is available on our website or upon request from the Park reception.)

## 6. LIABILITY

The Park Owner shall not be liable for loss or damage to the caravan except as the result of wilful or negligent act on the part of the Park Owner or any member of its staff.

## 7. ASSIGNMENT

You are not permitted to assign the Season Pitch Agreement which means that the Caravan may not be sold with any entitlement for it to be stationed on the Park.

## 8. HIRING

You are not entitled to hire out the Caravan to third parties or otherwise share occupation or possession of the caravan but must occupy it for their own use and that of their immediate family only.

## 9. PAYMENT

Payment of the season pitch fee is due in full by 1st March. In the event that the season pitch fee is more than one month in arrears the Park Owners reserve the right, but shall not be obliged, to remove the Caravan from the season pitch and reuse the pitch for the remainder of the Season. You will remain liable for monthly season pitch fees until the Season Pitch Agreement is terminated in accordance with clauses 10 or 12.

## 10. TERMINATION

The Season Pitch Agreement may be terminated by You giving to the Park Owners not less than 30 days notice of termination in writing (Notice Period) and paying to the Park Owner all sums due to up to and including the expiry of the of the Notice Period. You will be entitled to a refund of the Pitch Fee paid on a daily basis calculated by reference to the end of the season, less an administration fee of £50.

Where termination occurs after 30th June under this clause 10 or clause 12 then a refund of 50% of the balance outstanding for the remainder of the Season will be made.

If you wish to cancel winter storage, notice must be given by 30th September and the caravan removed from site by 31October. Any notice to remove from the Park after the 30<sup>th</sup> September, will not be entitled to any refund of the winter storage fee.

You recognise that such termination fee is fair and reasonable in respect of discounted fees already received against a longer commitment and the loss of business that will be incurred by

your not completing the Season.

11. Payment of all charges incurred under the Season Pitch Agreement must have been cleared before the caravan is removed from the Park and the Park Owner retains a lien on the caravan for any unpaid accounts.
12. If You shall be in breach of the terms of the Season Pitch Agreement or the rules of the park listed on the web site, or at the end of the storage period you have not either entered into a new Season Pitch Agreement or removed the caravan from the Park, the Park Owner shall be entitled to give You 30 days notice in writing of termination of the Season Pitch Agreement and upon the expiration of the said 30 day period the Season Pitch Agreement shall be terminated.
13. You recognise that the Park Owners do not have a facility to dispose of unwanted caravans and as such incur commercial disposal charges. If you shall fail to remove the caravan on or before termination of the Season Pitch Agreement by the Park Owner, you shall incur a £500 disposal fee in addition to any other amounts due. The Park Owner, at his discretion, is authorised to sell the caravan and it's contents in such manner as he sees fit and deduct from the proceeds of the sale the £500 disposal fee and any other amount due to the Park Owner under the Season Pitch Agreement or otherwise. At his option or in the event that the sale of the caravan does not cover the disposal fee and any other amount due the Park Owner shall use all legal avenues to recover both the disposal fee and any other amount due. In the event that other items are left on the Season Pitch you shall incur a charge of £30 per item for their removal.
14. Unless you give us another address the Park Owner will write to you at the address given at the time of arrival on the Park.