



Franchis Holiday Park

# **TOURING PITCH SEASONAL LICENCE AGREEMENT**

**To station a touring caravan  
on a pitch at  
Franchis Holidays  
for one season**

# LICENCE AGREEMENT to station a touring caravan on a pitch for one season at Franchis Holidays

## PART 1 – Particulars

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

<b>BUSINESS NAME:</b>	Franchis Holidays
<b>ADDRESS:</b>	Cury Cross Lanes Helston Cornwall TR12 7AZ
<b>CONTACT:</b>	Phil and Kate Wilson
<b>TELEPHONE:</b>	01326 240301
<b>E-MAIL:</b>	enquiries@franchis.co.uk

**CARAVAN OWNER** (referred to as 'you/your' throughout this Agreement):

<b>NAME/S:</b>	
<b>ADDRESS</b>	<i>This Agreement does not permit you to use your pitch as a permanent residence. The address below must be the only or main residence of the Caravan Owner/s to which all correspondence relating to the Caravan will be sent. You will be required to provide documentary evidence of residence at the address given:</i>
<b>POST CODE:</b>	<b>EMAIL:</b>
<b>LANDLINE:</b>	<b>MOBILE:</b>

**CARAVAN DETAILS:**

<b>MAKE:</b>	<b>MODEL:</b>
<b>YEAR OF MANUFACTURE:</b>	

**PITCH FEE:**

£1350 (inc VAT) payable on or before 1st October 2020

**SEASON:**

For use between 1<sup>st</sup> April 2021 and 30th September 2021

Optional winter storage on pitch from 1st October 2020 until 1<sup>st</sup> April 2021

## SIGNATURES:

This is a legal document; sign it only if you fully understand its terms.

**PARK OWNER:**

(signature)

(name)

**CARAVAN OWNER:**

(signature)

(name)

**DATE OF AGREEMENT:**

(dd/mm/yy)

The Agreement only comes into force when signed by the Caravan Owner and the Park Owner.

## **Terms and Conditions of this Licence Agreement**

***Unreserved acceptance of the following conditions is a requirement for booking a Seasonal Pitch at Franchis Holidays. Seasonal Pitches are open to recreational campers only.***

You are entitled to station the Caravan on the Park for the Season and to occupy the Caravan for holiday and recreational purposes only during the Season.

### **Our obligations under this Agreement are as follows:**

To keep the Park insured against third party claims to a minimum value of £2m per claim

To provide the Services to the pitch on which the Caravan is sited

To charge for utilities only in accordance with the requirements of the law

### **Your obligations under this Agreement are as follows:**

To pay the Pitch Fee and monthly invoices for electricity when applicable

To comply with the behaviour standards set out in these Terms and Conditions as well as the park's own standard terms and conditions.

To use the Caravan only during the Season and not otherwise than for holiday and recreational purposes

To repair storm and any accidental damage which the Caravan suffers during the Season

To keep the Caravan in a clean and tidy condition and ensure it is possible to tow at all times, subject to the removal of any wheel or hitch lock.

To ensure no equipment is stored beneath the Caravan and no vehicles are left on the pitch whilst it is not occupied.

To ensure the visual aspect of your Seasonal Pitch remains the same as any other tourer on site and is kept as neat and tidy as possible.

To only park one car on your pitch as just one car is allowed for in your fee; we reserve the right to charge according to our standard touring pitch prices for 1 extra vehicle at the time and/or to request that you park in a designated area elsewhere on the park. No more than 2 cars are allowed at any one time.

To only have a storage box of a size deemed reasonable by the Park Owners and only if it fits comfortably within the hard-standing area.

To notify the Park Owners of dates and numbers of any friends and family coming to stay in the Caravan.

### **Insurance**

Caravans should be adequately insured and a copy of the appropriate Certificate of Insurance must be given to the site owners at the start of the season.

If you do not have or choose not to have insurance for your caravan and/or its contents then you must sign below and, in doing so, agree to the following:

It is my wilful decision not to insure my caravan and/or its contents against any theft, damage, injury or loss caused by any means whatsoever. The proprietors will not be held liable in any way whatsoever for any injury, loss or damage to guest's property or contents or to their person or to their children by fire, theft, water or any third party or by any means whatsoever whilst the caravan is stored on the park. This includes acts of God, civil strife, industrial action, natural disasters, war, animals and insects.

Signed (by 'the caravan owner'):

Date:

### **You agree to comply with the following behaviour standards:**

Not to be a nuisance to other users of the Park or to us or our staff

To act towards us and our staff in a reasonable, courteous and considerate manner

To supervise children so that they are not a nuisance or danger to themselves or others

Not to use the Caravan or the Park for any criminal or ant-social activity or to overcrowd the Caravan. Please note that no more than 6 people are allowed to stay on one pitch at one time.

Not to carry or have at the Caravan any firearm without our permission

**Not to create any unreasonable noise or disturbance**

**To comply with the Park Rules (a copy of the Park's Terms & Conditions are attached)**

**When leaving your caravan unoccupied, please ensure that all gas supplies are disconnected and the pitch left tidy with nothing beneath the caravan.**

**Any keys to security locks must be left with the site owners; however they cannot be held responsible for your caravan.**

**Keys will only be used in case of emergencies and will be kept securely.**

**You will need to be on site for any mechanic attending to repairs or servicing of your caravan.**

**Keys will not be given out in your absence.**

**Awnings may be left up but we cannot accept any responsibility for weather damage and will not put them back up should they come down in your absence.**

**A Caravan is left on site entirely at that Caravan owners risk at all times. Franchis Holidays is not to be liable in respect of loss and or damage however caused to the Caravan or its contents, nor under any obligation to take any steps whatsoever to protect the outfit or the said contents. Once the park closes there is no access to the park or your caravan so please ensure you take everything you need with you and organise any works whilst you are here in the park's open season.**

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

**This Agreement will come to an end in the following circumstances:**

**Because this Licence Agreement expires by passage of time or;**

**Because you have given us notice in writing to remove the Caravan or;**

**Because we have given you notice to terminate the Agreement because you are in breach of its terms and (in the case of a breach which you can rectify such as failure to pay the Pitch Fee) you have not complied with written notice to remedy the breach**

**Cancelling a Seasonal Pitch**

**If you cancel a Seasonal Pitch giving more than 14 days notice before the start of the booking then no charge will be made.**

**If you cancel a Seasonal Pitch giving less than 14 days' notice or during the season then a refund cannot be provided.**

**Please note: All cancellations for Seasonal Pitches are required in writing and should be sent to Franchis Holidays as an email or letter.**

**This Agreement will be terminated and no refund given should you be in breach of its terms, when you have not complied with written notice to remedy the breach.**

**Where in the Particulars it is stated that Hiring is not permitted you are not entitled to hire out the Caravan to third parties but must occupy it for your own use and that of your immediate family only. Friends may stay but we ask that you inform us first.**

**Unauthorised caravans**

**If a caravan is left on site without permission, i.e. exceeding the period for which the fee was paid then the owners of Franchis shall be entitled to make such arrangements as they deem fit for the removal or storage of the caravan. The expense of such removal or storage shall be for the caravan owners account, and in the event of the owner failing to pay such an account within 14 days of it being rendered, the owner is deemed to have authorised the site owners to make such arrangements as they see fit to dispose of the caravan to reimburse themselves for any out of pocket expenses and recover any fees due. We reserve the right to store such a caravan and charge the caravan owner a commercial rate for the storage. In all cases the site owners will write to the caravan owners to advise them of the above procedure.**

**Unless you give us another address we will write to you at the address given in the Particulars**

***Nothing in this Agreement will reduce your statutory rights relating to faulty or misdescribed goods. For further information about your statutory rights contact your local authority Trading Standards Department or Citizens' Advice Bureau.***