

DECISION ITEM

REPORT OF	MEETING	DATE	ITEM NO
RESOURCES DIRECTORATE	PUBLIC PROTECTION COMMITTEE	9 SEPTEMBER 2020	4
CARAVAN SITE LICENSING- RIBBY HALL LEISURE VILLAGE			

PUBLIC ITEM

This item is for consideration in the public part of the meeting.

SUMMARY

An application has been received from the site owner to amend the holiday caravan site licence to reduce the closure period of the holiday caravan site.

RECOMMENDATION

That the Committee considers a request to amend condition 2 of the site licence which currently states –

“Caravans and timber lodges shall not be stationed on the site for the purposes of human habitation except during the period 1st March in one year to 16th January in the following year.”

to

“Caravans and timber lodges shall not be stationed on the site for the purposes of human habitation except during the period 1st February in one year to 18th January the following year.”

SUMMARY OF PREVIOUS DECISIONS

There are no previous decisions relating to this matter

CORPORATE PRIORITIES	
Spending your money in the most efficient way to achieve excellent services (Value for Money)	
Delivering the services that customers expect of an excellent council (Clean and Green)	
Working with all partners (Vibrant Economy)	√
To make sure Fylde continues to be one of the most desirable places to live (A Great Place to Live)	
Promoting Fylde as a great destination to visit (A Great Place to Visit)	√

REPORT

1. Ribby Hall Leisure Village benefits from a holiday caravan site licence allowing for 277 caravans and 67 timber lodges. (Appendix 1).
2. An application was received on 23rd July 2020 to amend condition 2 of the site licence originally issued on 1st March 2006 (Appendix 2). Condition 2 of the site licence states –

“Caravans and timber lodges shall not be stationed on the site for the purposes of human habitation except during the period 1st March in one year to 16th January in the following year.”

The applicants are seeking to amend this to

“Caravans and timber lodges shall not be stationed on the site for the purposes of human habitation except during the period 1st February in one year to 18th January the following year.”
3. The planning department has confirmed that they have no objections to the application (Appendix 3)
4. Lancashire Fire and Rescue Services have been consulted on this application and have not expressed any concerns.
5. An email has been sent to the applicant to ask them to consider agreeing that the following conditions be added to the licence if the variation is approved –

Static holiday caravans shall be occupied for holiday purposes only and not as a person’s permanent, sole or main place of residence.

The licence holder must keep the following records for each static caravan on site:
 - a. *The name and current home address of the owner; and*
 - b. *Documentary evidence of the current home address of the owner*
 - c. *and must allow the licensing authority to inspect them at any reasonable time.*
The licence holder must, if requested by the licensing authority, ask the owner of any static caravan on site to give to the licence holder:
 - a. *The name and current home address of each adult occupier; and*
 - b. *Documentary evidence of the current home address of each adult occupier and must forward them to the licensing authority when received.*
6. At the time of writing, the applicant has not agreed to these conditions, querying how often the information will be required. He has provided a copy of the purchase agreement which is completed for new customers and held for owners on the village. The applicant has also confirmed that they require ID (passport or driving licence), council tax for current year and utility bill dated within last 6 months. The licensing team have advised it is unlikely to be an annual request and will generally be in response to a matter on site.
7. Should Committee approve the application to vary the site licence and decide to add the conditions set out in paragraph 6 the applicant will, if he is aggrieved by the additional conditions, appeal to the Magistrates’ Court

IMPLICATIONS	
Finance	None arising directly from the report.
Legal	None arising directly from the report.
Community Safety	None arising directly from the report.
Human Rights and Equalities	None arising directly from the report.
Sustainability and Environmental Impact	None arising directly from the report.
Health & Safety and Risk Management	None arising directly from the report.

LEAD AUTHOR	CONTACT DETAILS	DATE
Joanne Gallagher	joanne.gallagher@fylde.gov.uk Tel 01253 658609	1 st August 2020

BACKGROUND PAPERS		
Name of document	Date	Where available for inspection
Ribby Hall Village	1 st August 2020	Ribby Hall site licence variation

Attached documents

- Appendix 1 - Existing site licence
- Appendix 2 - Application to vary site licence
- Appendix 3 - Planning response
- Appendix 4 - Site Plan
- Appendix 5 – plot layout
- Appendix 6 – Fire plan
- Appendix 7 – Purchase agreement



Caravan Sites and Control of Development Act 1960

Section 3

Holiday Caravan Site Licence

Ribby Hall Leisure Village

*To: W. & G. Harrison Limited
Ribby Hall Leisure Village
Ribby Road
Wrea Green. Preston
Lancashire
PR4 2PA*

TAKE NOTICE THAT WHEREAS

On 2nd July 1996 you made application for a site licence in respect of land situated at *RIBBY HALL LEISURE VILLAGE, RIBBY ROAD, WREA GREEN*, indicated on the plan submitted with the application (which land is hereinafter called "the land")

You are entitled to benefit of permission for the use of the land as a caravan site under the Town and Country Planning Acts, 1962 to 1990, otherwise than by a Development Order.

NOW THEREFORE the Council of the Borough of Fylde (hereinafter called "the Council") HEREBY GRANT a site licence in respect of the land pursuant to Section 3 of the Caravan Sites and Control of Development Act 1960, subject to the conditions specified in the schedule hereto.

This Licence cancels all previous licences.

The Schedule

1. Currently the total number of caravans (277) and timber lodges (67) stationed on the site at any one time shall be such as to enable compliance with the requirements of this schedule to be maintained and in any case shall not exceed three hundred and fifty (350).
2. Caravans and timber lodges shall not be stationed on the site for the purposes of human habitation except during the period from 1st March in one year to 16th January in the following year.
3. At all times when caravans are stationed on the site for the purposes of human habitation, all facilities and equipment required to be provided by this schedule shall be properly maintained.

Site Boundaries

4. Every caravan shall be sited not less than 3 meters from any boundary of the site.

Density and Space Between Caravans

5. Subject to the following variations, the minimum spacing distance between caravans made of aluminium or other materials with similar fire performance properties should be not less than 5 meters between units, 3.5 meters at the corners. For those with a plywood or similar skin it should be not less than 6 meters. Where there is a mixture of holiday caravans of aluminium and plywood, the separation distance should be 6 meters; and where there is a mixture of permanent residential homes and holiday caravans, the separation distance should again be 6 meters. The point of measurement for porches etc is the exterior cladding of the caravan.
 - Porches may protrude 1 meter into the 5 metres and should be of the open type.
 - Where there are ramps for the disabled, verandahs and stairs extending from the unit, there should be 3.5 meter clear space between them (4.5 meter if mixture of caravans) and such items should not face each other in any space. If they are enclosed, they may need to be considered as part of the unit and, as such, should not intrude into the 5 or 6 meter space.
6. The density should be consistent with safety standards and health and amenity requirements. The gross density should not exceed 60 (sixty) caravans to the hectare, calculated on the basis of the useable area (ie excluding lakes, roads, communal services and other areas unsuitable for the siting of caravans) rather than the total site area.
7. Roads and footpaths should be designed to provide adequate access for fire appliances. (Detailed guidance on turning circles etc is available from fire authorities). Roads of suitable material should be provided so that no static caravan standing is more than fifty metres from a road. Where the approach to the caravan is across ground that may become difficult or dangerous to negotiate in wet weather, each standing should be connected to a carriageway by a footpath with a hard surface. Roads should not be less than 3.7 metres wide, or, if they form part of a clearly marked one way traffic system, three metres wide. Gateways should be a minimum of 3.1 metres wide and have a minimum height clearance of 3.7 metres. Footpaths should not be less than 0.75 metres wide. Roads should have no overhead cable less than 4.5 metres above the ground. They should be suitably lit taking into account the needs and characteristics of a particular site. Emergency vehicle routes within the site should be kept clear of obstruction at all times.

Hard Standings

8. Where possible, every static caravan should stand on a hard standing of suitable material, which should extend over the whole area occupied by the caravan placed upon it, and should project a sufficient distance outwards from the entrance or entrances of the caravan to enable occupants to enter and leave safely.

Hard standings may be dispensed with if the caravans are removed during the winter, or if they are situated on a ground which is firm and safe in poor weather conditions.

Fire Fighting Appliances

Fire Points

9. These should be established so that no caravan or site building is more than 30 metres from a fire point. They should be housed in a weather-proof structure, easily accessible and clearly and conspicuously marked "FIRE POINT".

Fire Fighting Equipment

10. Where water standpipes are provided and there is a water supply of sufficient pressure and flow to project a jet of water approximately 5 metres from the nozzle, such water standpipes should be situated at each fire point. There should also be a reel that complies with British Standard 5306 Part 1, with a hose not less than 30 metres long, having a means of connection to a water standpipe (preferably a screw thread connection) with a water supply of sufficient pressure and terminating in a small hand control nozzle. Hoses should be housed in a box painted red and marked "HOSE REEL".
11. Where standpipes are not provided but there is a water supply of sufficient pressure and flow, fire hydrants should be installed within 100 metres of every caravan standing. Hydrants should conform to British Standard 750. Access to hydrants and other water supplies should not be obstructed or obscured.
12. Where standpipes are not provided or the water pressure or flow is not sufficient, each fire point should be provided with either water extinguishers (2 x 9 litre) or a water tank of at least 500 litres capacity fitted with a hinged cover, 2 buckets and 1 hand-pump or bucket pump.

Fire Warning

13. A means of raising the alarm in the event of a fire should be provided at each fire point. This could be by means of a manually operated sounder, eg metal triangle with a striker, gong or hand operated siren. The advice of the fire authority should be sought on an appropriate system.

Maintenance

14. All alarm and fire fighting equipment should be installed, tested and maintained in working order by a competent person and be available for inspection by, or on behalf of, the licensing authority. A log-book should be kept to record all tests and any remedial action.
15. All equipment susceptible to damage by frost should be suitably protected.
16. A clearly written and conspicuous notice should be provided and maintained at each fire point to indicate the action to be taken in case of fire and the location of the nearest telephone. This notice should include the following:

"On discovering a fire:

- i) Ensure the caravan or site building involved is evacuated.
- ii) Raise the alarm.
- iii) Call the fire brigade (the nearest telephone is sited ...).

- iv) Attack the fire using the fire fighting equipment provided, if safe to do so.

It is in the interest of all occupiers of this site to be familiar with the above routine and the method of operating the fire alarm and fire fighting equipment."

Fire Hazards

17. Long grass and vegetation should be cut at frequent and regular intervals where necessary to prevent it becoming a fire hazard to caravans, buildings or other installations on the site. Any such cuttings should be removed from the vicinity of caravans. The space beneath and between caravans should not be used for the storage of combustible materials.

Telephones

18. An immediately accessible telephone should be available on the site for calling the emergency services. A notice by the telephone should include the address of the site.

Storage of Liquefied Petroleum Gas (LPG)

19. The storage of LPG should comply with LPGA Code of Practice 7: "Storage of full and empty LPG cylinders and cartridges" or LPGA Code of Practice 1 Part 1: "Bulk storage at fixed installations: installation and operation of vessels located above ground", as appropriate.

Where there are metered supplies from a common LPG storage tank, then LPGA Code of Practice 25: "The Storage and Use of LPG at Metered Estates" provides further guidance. In this case and where a mains gas supply is available, then the Gas Safety (Installation and Use) Regulations 1998 and the Pipe-lines Act 1962 may also be applicable.

Exposed gas bottles or cylinders should not be within the separation boundary of an adjoining unit.

LPG installations should conform to British Standard 5482, "Code of Practice for Domestic Butane and Propane Gas Burning Installations, Part 2: 1977 Installations in Caravans and Non-Permanent Dwellings".

For mains gas supply, the 1984 Regulations will be relevant for the installation downstream of any service pipe(s) supplying any primary meter(s) and such service pipes are subject to the Gas Safety Regulations 1972.

In cases where the site owner supplies gas to caravans on the site, he may need an authorisation to do so from OFGAS under the Gas Act 1986.

Electrical Installations

20. Sites should be provided with an electricity supply sufficient in all respects to meet all reasonable demands of the caravans situated on them.
21. Such electrical installations, other than Electricity Board works and circuits subject to regulations made by the Secretary of State under Section 16 of the Energy Act 1983 and Section 64 of the Electricity Act 1947, should be installed, tested and maintained in accordance with the provisions of the Institution of Electrical Engineers' (IEE)

Regulations for Electrical Installations for the time being in force, and where applicable, to the standard which would be acceptable for the purposes of the Electricity (Overhead Lines) Regulations 1988, Statutory Instrument 1988 No 1057.

22. Work on electrical installations and appliances should be carried out only by competent persons such as the manufacturer's appointed agent, the electricity supplier, a professionally qualified electrical engineer, a member of the Electrical Contractors' Association, a contractor approved by the National Inspection Council for Electrical Installation Contracting, or a qualified person acting on behalf of one of the above.

The installations should be inspected periodically: under IEE Wiring Regulations, every year or such longer period (not exceeding three years) as is considered appropriate in each case. When an installation is inspected, it should be judged against the current regulations.

The inspector should, within 1 (one) month of such an inspection, issue an inspection certificate in the form prescribed in the IEE Wiring Regulations which should be retained by the site operator and displayed, supplemented or replaced by subsequent certificates, with the site licence. The cost of the inspection and report should be met by the site operator or licence holder.

23. If an inspection reveals that an installation no longer complies with the regulations extant at the time it was first installed, any deficiencies should be rectified. Any major alterations and extensions to an installation affected by them should comply with the latest version of the IEE Wiring Regulations.
24. If there are overhead electric lines on the site, suitable warning notices should be displayed at the entrance to the site on supports for the line. Where appropriate, particular attention should be drawn to the danger of masts of yachts or dinghies contacting the line.

Water Supply

25. All sites should be provided with a water supply in accordance with appropriate Water Bye-laws and statutory quality standards.

Drainage, Sanitation and Washing Facilities

26. Satisfactory provision should be made for foul drainage, either by connection to a public sewage treatment works or by discharge to a properly constructed septic tank or cesspool approved by the Local Authority.
27. Properly designed disposal points for the contents of chemical closets should be provided, with an adequate supply of water for cleaning the containers.
28. Laundry facilities should be provided in a separate building adequate to meet the demands of the caravans stationed on the site.

Refuse Disposal

29. Where communal refuse bins are also provided these should be of similar construction and housed within a properly constructed bin store, which is constructed from non-combustible material. Arrangements should be made for the communal bins to be emptied on a regular basis.

Parking

30. Two cars only may be parked between adjoining caravans provided that the door to the caravan is not obstructed. Suitably surfaced parking spaces should be provided where necessary to meet the additional requirements of the occupants and their visitors. Plastic or wooden boats should not be parked between units.

Recreation Space

31. Where children stay on the site, space equivalent to about one-tenth of the total area should be allocated for children's games and/or other recreational purposes. This provision will normally be necessary because of the limited space available round the caravans, but may be omitted where there are suitable alternative publicly provided recreational facilities which are readily accessible.

Notices

32. A suitable sign should be prominently displayed at the site entrance indicating the name of the site.
33. A copy of the site licence with its conditions should be displayed prominently on the site.
34. Notices and a plan should be displayed on the site setting out the action to be taken in the event of an emergency. They should show where the police, fire brigade, ambulance and local doctors can be contacted, and the location of the nearest public telephone. The notices should also give the name and location/ telephone number of the site licence holder or his/her accredited representative. At sites subject to flood risk, warning notices should be displayed giving advice about the operation of the flood warning system.
35. All notices should be suitably protected from the weather and displayed where possible out of the direct rays of the sun, preferably in areas lit by artificial lighting.

C. Platt _____

Business Unit Manager Consumer Wellbeing and Protection

Dated 1st Day of March 2006



**Caravan Sites and Control of Development Act 1960
Site Licence Variation Form**

1. Brief Site Details

Name of Site: Ribby Hall Village	
Postal address of Site: Ribby Hall Village, Ribby Rd, Wrea Green, Lancashire	
Post Code: PR4 2PR	Phone: 01772 671111 Fax: e-Mail: John.mcilwham@ribbyhall.co.uk

2. Applicants Details

Name: Mr Paul Harrison	
Postal address of Applicant (If different from above): Ribby Hall Village, Ribby Rd, Wrea Green, Lancashire	
Post Code: PR4 2PR	Phone: 01772 671111 Mobile: e-Mail: paul.harrison@ribbyhall.co.uk

3. Is the applicant the:

Freeholder	<input checked="" type="checkbox"/>	Tenant	<input type="checkbox"/>
Leaseholder	<input type="checkbox"/>	Other	<input type="checkbox"/>

If applicant is the leaseholder of a tenant, please give details of the agreement:

5. Existing Licence Conditions:

Type of unit	Please Tick as appropriate	Number
Permanent residential	<input type="checkbox"/> Caravans
Static Holiday	<input checked="" type="checkbox"/>	277 Caravans & 67 Lodes (and for 350 total)
Holiday Chalets	<input type="checkbox"/> Chalets
Touring Holiday	<input type="checkbox"/> Units

Opening Season:

Static Sites	<input checked="" type="checkbox"/>	...1 st March to ...16 th January...
Touring Sites	<input type="checkbox"/> to

6. Proposed Application to alter Licence Condition:

Type of unit	Please Tick as appropriate	Number
Permanent residential	<input type="checkbox"/> Caravans
Static Holiday	<input checked="" type="checkbox"/>	277 Caravans & 67 Lodges (and for 350 Total)
Holiday Chalets	<input type="checkbox"/> Chalets
Touring Holiday	<input type="checkbox"/> Units

Opening Season:

Static Sites	<input type="checkbox"/>	18 th Jan to 1 st Feb
Touring Sites	<input type="checkbox"/> to

7. Does the site have planning permission?

Yes	<input checked="" type="checkbox"/>	
No	<input type="checkbox"/>	
Applied For	<input type="checkbox"/>	Date:

If yes, please give relevant permissions and references:

Planning approval granted 1994

8. How is drinking water provided?

Mains supply to unit	<input checked="" type="checkbox"/>All..... Units
Standpipes	<input type="checkbox"/> Units

9. How are toilets and wash hand basins provided?

- Communal toilet blocks ☐ Units
Units have their own facilities ☒ Units

10. How are showers provided?

- Communal shower blocks ☐ Units
Units have their own showers ☒ Units

11. Type of foul drainage?

- Mains drainage ☒All..... Units
Cesspool or cesspit ☐ Units

12. How is kitchen waste water disposed of?

- Units have their own sinks connected to foul drainage. ☒All..... Units
Communal washing up sinks/waste water disposal points connected to foul drainage. ☐ Units
Other (Please give details) ☐ Units

- No waste water disposal ☐ Units

13. How is surface water drainage provided?

The majority goes into the ponds on site before going into a culvert which then runs through to the Kirkham Prison land

14. How is refuse stored on the site?

- Individual bins at each unit ☐ Units
Communal wheeled bins or skips ☐ Units
Communal bin store ☒All..... Units

15. Do units use liquefied petroleum gas (LPG) cylinders?

- Yes ☒
No ☐

16. Is there a LPG storage area on the site?

Yes ☒

No ☐

17. Has the applicant held a site licence which has been revoked at any time in the last three years?

Yes ☐

No ☒

18. Was the site in use as a caravan site:

On 9th March 1960 ☐

On 29th March 1960 ☐

At any other time since 9th March 1958 ☒

If so, when:

Pre 1994 part of the site was used for caravan / leisure activities

19. Address for correspondence:

Caravan site ☐

Applicants address ☒

Other (please state below) ☐

Name:

John Mcilwham

Address:

Ribby Hall Village,
Ribby Rd,
Wrea Green,
Lancashire

Post Code:
PR4 2PR

Phone:01772 671111

Mobile:

e-Mail: John.mcilwham@ribbyhall.co.uk

Signed: J.R. McHugh Dated: 17.07.2020

With the application form, please send the following:

A layout plan of the site at 1:500 scale including:

- | | |
|------------------------------------|---|
| A. Site Boundaries | B. Position and numbering of touring/holiday caravans and residential park homes. |
| C. Roads and footpaths | D. Toilet blocks, stores and other buildings |
| E. Water Supplies | F. Recreational spaces |
| G Fire points | H. Parking spaces |
| I. Foul and surface water drainage | |

If you are proposing to amend, add or remove site licence conditions then please provide the information on an additional sheet attached to the application.

Please return this completed form to:

The Licensing Team
Town Hall
Lytham St Annes
Lancashire
FY8 1LW

Data Protection – PLEASE READ THIS NOTICE CAREFULLY

We will use the information you provide in this form and in any supporting documents to process and determine your application for a licence. The information will be held on internal databases and electronic document management systems and included in such public registers as the Council may be required to maintain.

The information supplied may be passed to other bodies, including law enforcement agencies and government departments, as allowed by law. We may check information you have provided, or information about that that another person has provided, with other information we hold. We may also obtain information about you from, or provide information to, organisations such as government departments, law enforcement agencies, other local authorities, and private sector organisations such as banks, insurance companies or legal firms, to:

- Verify the accuracy of information,
- Prevent or detect crime, or
- Protect public funds.

We will not give your information to anyone else, or use information about you for other purposes, unless the law requires us to.

From: Andrew Stell
Sent: 24 August 2020 15:28
To: Joanne Gallagher
Cc: Chris Hambly
Subject: ENQ/20/0153 at Ribby Hall Holiday Village

Jo

I refer to your query regarding the above which is a consultation on a proposed extension of the site licence at the Ribby Hall site to enable a revision to the closure period to reduce this to a 2 week period.

I have undertaken some initial research into the planning history of the site, although this is not complete as the history is a complex one involving numerous applications which were submitted many years ago and are largely in archive at present. However, from these initial observations it seems that the key planning permissions allow some flexibility in the closure period, but impose restrictions on ensuring that the site is occupied for holiday purposes only.

Whilst my research remains incomplete at this time, it is the case that the council has approved a number of planning applications to vary closure period restrictions on holiday sites across the borough, and in recent cases to remove them entirely. This is consistent with government advice which seeks to expand rural tourism opportunities and so with that in mind I cannot see that there would be any sustainable planning objections to a proposal to revise the controls in any planning permissions, should they exist, to permit the variation proposed in this licence.

Accordingly there are no planning objections to this application.

Regards

Andrew



Andrew Stell

Development Manager

t: 01253 658473

e: andrew.stell@fylde.gov.uk

Fylde Borough Council

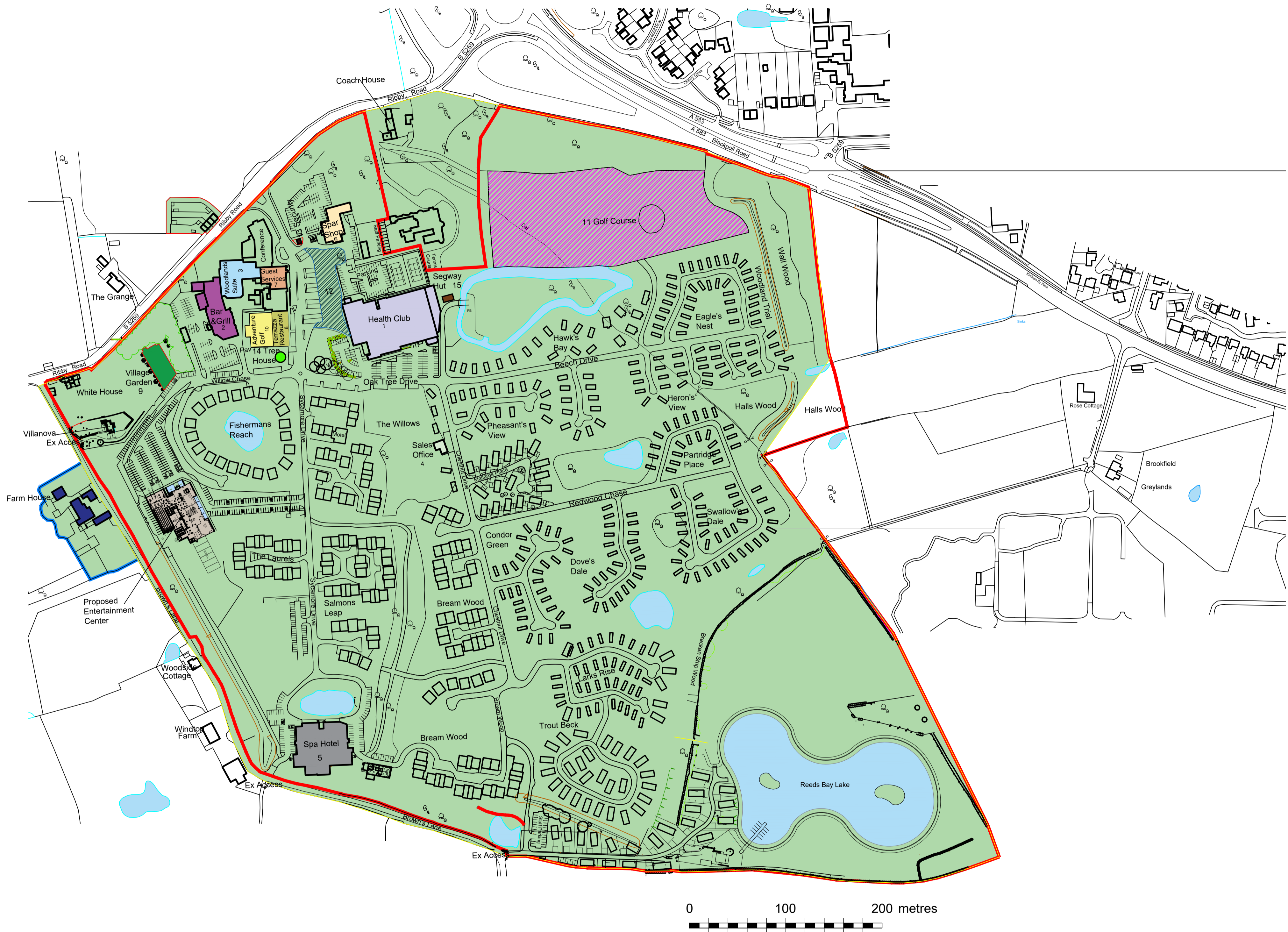
www.fylde.gov.uk

Email Disclaimer



KEY:

- 1 Health Club
- 2 Bar&Grill
- 3 Woodlands Suite
- 4 Sales Office
- 5 Spa Hotel
- 6 Spar Shop & Tea Room
- 7 Guest Services
- 8 Terrazza Restaurant
- 9 Village Garden
- 10 Adventure Golf
- 11 Golf Course
- 12 Children's Play Area
- 13 Security Gate House
- 14 Tree House
- 15 Segway Hut



S I T E P L A N

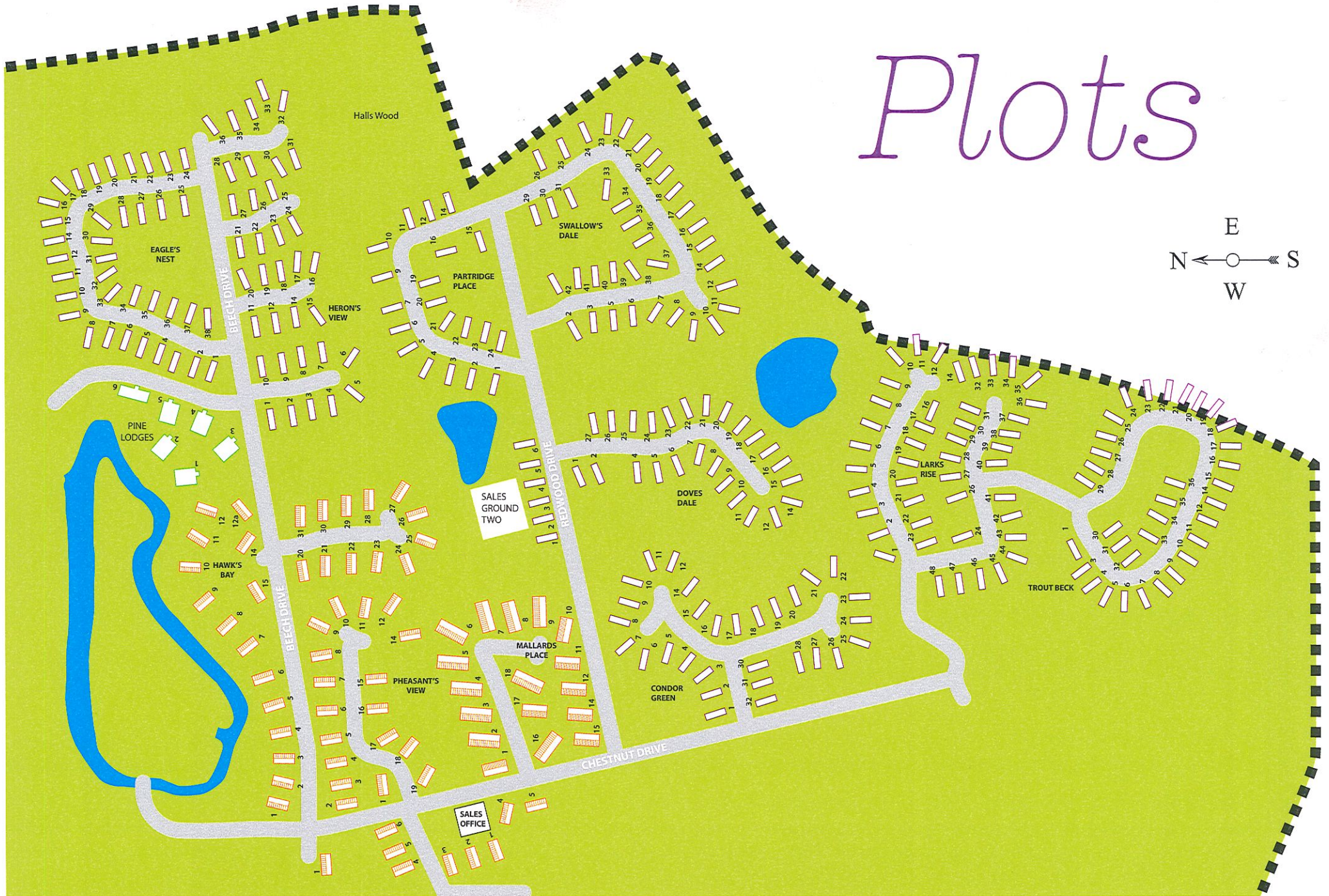
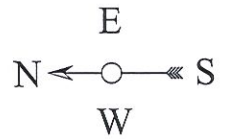
Site plan - 1:2500 scale

REVISIONS -

RIBBY HALL VILLAGE
EXISTING SITE PLAN
RIBBY HALL VILLAGE, RIBBY ROAD, WREA GREEN, PR4 2PA
SCALE 1:2500 @ A1
DRAWING NUMBER:- 2327 / 000 / 001
DRAWN BY:W ASHCROFT DATE: JULY 2020

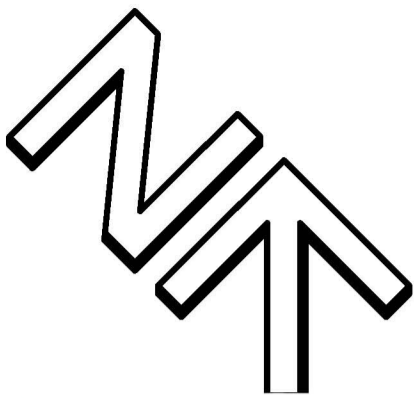


Plots



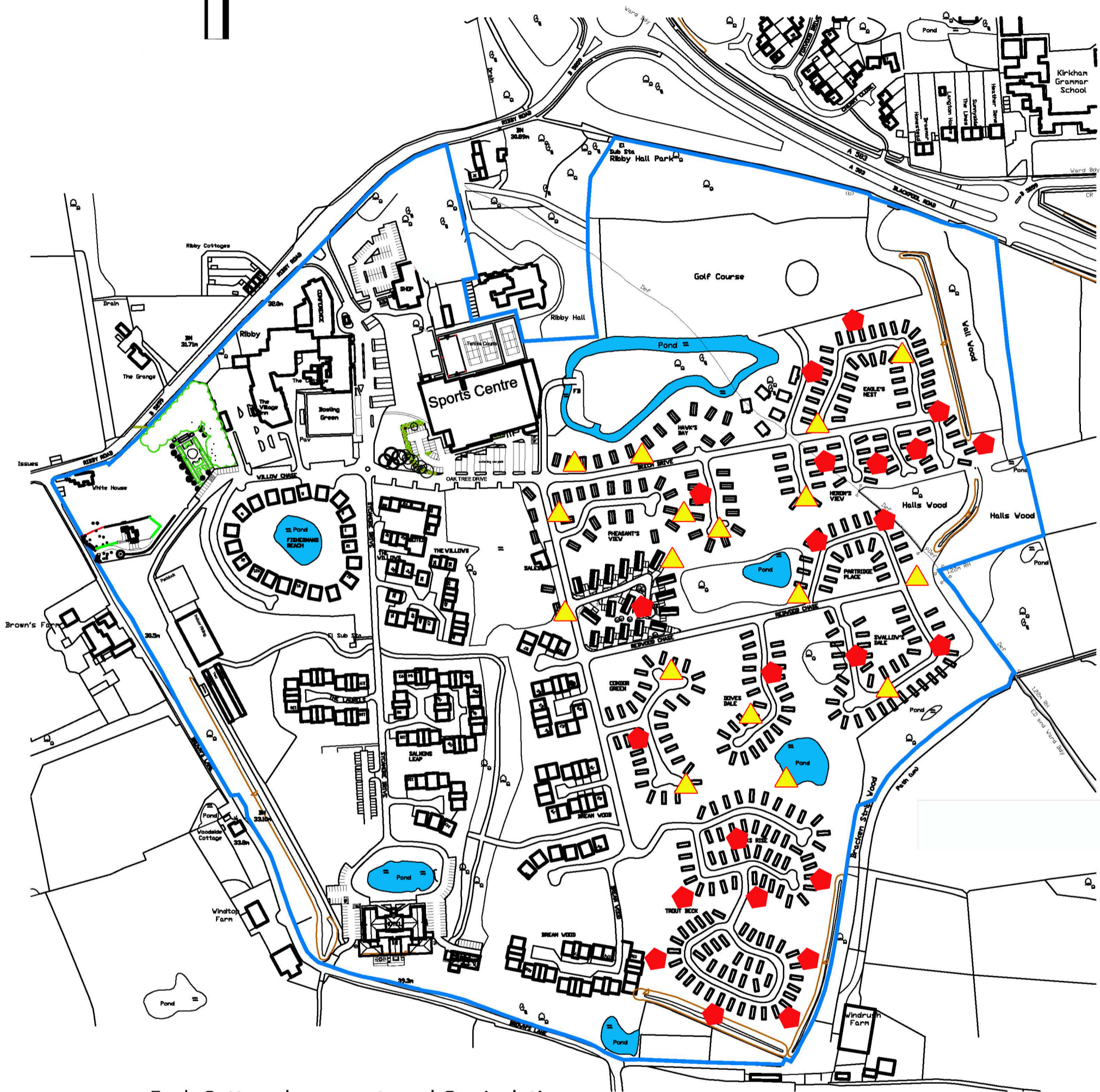
REEDS BAY





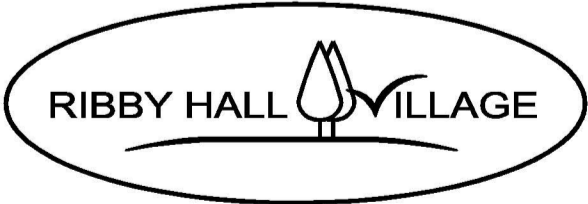
location plan

scale 1:2500



Each Cottage has an external Gas Isolation

- Red pentagon: Hose Reel (average length 30m)
- Yellow triangle: Extinguishers (2 x 9kg Powder in each box)



GENERAL NOTES

1. THIS DRAWING IS SUBJECT TO COPYRIGHT AND IS NOT TO BE REPRODUCED IN PART OR IN WHOLE WITHOUT APPROVAL

2. DO NOT SCALE THIS DRAWING

- preliminary
- information
- approval
- construction
- as built



CLIENT Ribby Hall Village

PROJECT Ribby Hall Village

TITLE Location Plan

11 Riversway Business Village Navigation Way Preston PR2 2YP
t: 01772 723626 f: 01772 725487 e: mail@fletchersmith.net

SCALE	1:2500 @ A1
DATE	March 2013
DRAWN BY	w ashcroft
DRAWING NUMBER	2327/000/LP



*Purchase Agreement
for a Holiday Home
at Ribby Hall Village*



PURCHASE AGREEMENT

For a Holiday Home at Ribby Hall Village

SALES PERSON: _____

New / Part Ex / P.Sale / Trade / Bring On
(please circle)

VILLAGE OWNER (referred to as "we/us/our" throughout this Purchase Agreement):

W & G Harrison Limited, trading as Ribby Hall Village
Ribby Road, Wrea Green, Preston, Lancashire PR4 2PR
01772 672 222 salesenquiries@ribbyhall.co.uk

HOLIDAY HOME OWNER (referred to as "you/your" throughout this Purchase Agreement):

NAME

ADDRESS: This Agreement does not permit you to use the holiday home as a permanent residence. The address that you give below must be the only or main residence of the Holiday Home Owner/s to which all correspondence relating to the holiday home will be sent. You will be required to provide documentary evidence of residence at the address given:

TELEPHONE:

EMAIL:

PART EXCHANGE DETAILS: STOCK NO:

MAKE:

MODEL:

SERIAL
NO:

YEAR:

LENGTH /
WIDTH:

BEDS:

NEW DETAILS: STOCK NO:

MAKE:

MODEL:

SERIAL
NO:

YEAR:

LENGTH
WIDTH:

BEDS:

NOTES: The agreed total purchase price must be paid in full cleared before you take possession of the Holiday Home.

**ESTIMATED AVAILABILITY FOR USE ON THE VILLAGE:
FROM DATE:**

Alarm required? Yes /No Cost of Alarm to be
invoiced separately to this agreement: £

AGREED PURCHASE PRICE:
(inc VAT where charged)

£

**LESS: PART EXCHANGE
ALLOWANCE:**

£

SUB TOTAL DUE:

£

LESS DEPOSIT:

£

FINANCE: BLACK HORSE:

£

BALANCE DUE:

£

TERMS AND CONDITIONS OF SALE:

1. We are pleased to accept your order as set out above. You are encouraged to take time to read all the details of this Purchase Agreement and the related Licence Agreement. If you decide not to proceed within a period of 5 days from the date of this order (the date of this order being the first day) you can cancel by giving us notice in writing without penalty. If both parties wish, this cooling off period can be waived or varied by separate signed agreement.

If you have breached the agreement by cancelling outside the 5 day "cooling off" period, we will be entitled to terminate this Purchase Agreement and to recover our reasonable losses arising from the breach, once we have given you prior written notice of termination and provided you with clear instructions as to what needs to be done in such circumstances.

2. We will notify you in writing when the Caravan is sited and ready for use. Any date given for the Start Date is approximate only and we shall not be liable for any delay if this occurs as the result of any cause beyond our reasonable control.

3. You must pay us the balance of the Agreed Total Purchase Price of the caravan within 14 days after we have notified you under clause 2 above that it is ready for use. If you do not pay the balance due within 14 days after the day we inform you the Caravan is ready for use, we reserve the right to charge interest at 3% per annum over the published base rate of Barclays Bank plc (in Northern Ireland the

Ulster Bank) to cover the period from the end of that month until payment actually takes place. We will also be entitled to terminate this Purchase Agreement and to recover our reasonable losses arising from the breach once we have given you written notice of termination and provided you with clear instructions as to what needs to be done in such circumstances.

4. If the rate of value added tax changes between the date of your order and the date of completion we will make the necessary adjustments to the amount of value added tax charged to you.

5. Risk of damage to or loss of the Caravan and ownership of the Caravan shall pass to you upon payment of the balance due actually taking place. You should therefore make your insurance arrangements to come into effect from that time. Please check your Licence Agreement to ensure you meet the insurance requirements and ask us about cover that may be available through our agency.

6. Nothing in these conditions will reduce your statutory rights relating to either faulty or mis-described goods, or poor quality services.

7. This legally binding document is made as part of an 'on premises' agreement as provided for in the Consumer Contracts (Information Cancellation and Additional Charges) Regulations 2013.

SIGNATURES:

Only sign this legally binding agreement if you have read it and fully understand its terms and conditions. Please discuss with us any terms you do not understand and check that all the information provided is accurate and special arrangements that may have been agreed are included and detailed within the 'special instructions' section of the Purchase Agreement, before signing. If in doubt we recommend you seek independent legal advice from a solicitor or other qualified advisor before signing this agreement.

VILLAGE OWNER (or representative):

(signature)

(name)

DATE OF AGREEMENT:

HOLIDAY HOME OWNER/S (all parties must sign):

(signature/s)

(name/s)

There should be two signed copies of this Purchase Agreement, one kept by you and one kept by us.

Verbal consent given to share data with Leisuredays (our recommended insurer)

☐

