

A fair pitch for your holiday caravan

A guide to unfair terms in agreements for static holiday caravans





Purpose of this leaflet

This leaflet is for owners of static holiday caravans sited on holiday parks and for those thinking about becoming owners. It is to help you work out if the terms of your agreement with the park owner are fair. It does not apply to other types of caravan agreements such as those for residential park homes available for occupation all year. (You can't use a caravan on a holiday park as your main or only home.)



Caravan holiday home agreements

The agreement between you and the park owner or operator is a binding contract affecting your future use of the caravan, how much you pay and what you get for your money. So it is important.

Both you and the park owner have legal rights and responsibilities. The agreement should be in clear language, so that you can understand your obligations and what you can expect from the park owner. The park owner shouldn't use unfair terms in the agreement and can't unfairly take away your legal rights. If a term is found to be unfair, it is not binding on you and a park owner can't rely on it in any dispute. However, only a court can decide if a term is unfair and you should make sure you are happy with the agreement before you sign up to it. Make sure that there is nothing in it that you don't understand or are not prepared to agree to.

We enforce the Unfair Terms in Consumer Contracts Regulations 1999 with the trading standards service and certain other regulators. We can't assist you in a private dispute or give individual advice, but we can take action against a park owner to stop the continued use of unfair terms.

For further advice about an agreement, please contact a consumer advice organisation or seek your own legal advice. There is a list of useful contacts at the back of this leaflet.



What to think about

To avoid confusion and misunderstanding, the terms and conditions of your agreement should be in writing. Before signing anything, make sure you have all the information to make your decision.

You need a pitch to use a static holiday caravan and therefore the agreement will comprise a contract for the sale of the caravan and a licence giving permission to use the pitch.

It is important that you understand and agree how long your caravan can stay on the pitch. Is an annual licence going to be long enough? A licence of short duration gives the caravan owner little security, and when it comes up for renewal the park owner may offer to renew it on less favourable terms. If the park owner wants you to replace your caravan with a newer model, when will this happen? You should ask and keep a note about:

The caravan

- the price, age, details and condition of the caravan
- any transportation, siting and commissioning costs
- the rate of depreciation of caravans
- the criteria for deciding if a caravan is no longer up to park standards

The pitch

- the location, type and size of the pitch
- how long the pitch licence is for, whether and how you can renew it



The park

- whether the park has planning permission
- the conditions of the local authority site licence that affect you
- how long the park is open during the year

What is provided

- when the park is open so you can use the caravan
- any arrangements for winter storage
- the amenities and services provided by the park owner
- any planned maintenance and site development

What else you have to pay

- the annual fee to use the pitch and arrangements for payment
- the criteria for increases in pitch fees and charges and how they have changed in the past
- the costs for electricity and other utilities and for the supply of these
- whether you have to insure through the park's block insurance policy and whether there is an administration charge if you don't
- other fees and charges – what they are for, and when they are due



Rules

- the park rules and regulations
- any restrictions on use, transfer of ownership and sale of the caravan
- in what circumstances your caravan could be moved from the pitch or park
- notice required to leave the site and the refunds policy

If things go wrong

- any disputes procedure
- if the park owner is a member of a trade association or follows a code of practice.

The agreement

The terms of your agreement should be readily understandable. You may be asked to comply with other terms and conditions as well. Take your time to read the contract for the sale of the caravan, the pitch licence, the conditions of the local authority site licence, the park rules and regulations and any other agreement, such as a credit agreement, carefully. Ask for time to read through all this and don't let yourself be rushed into a decision. If you don't understand what the terms mean, ask. Make sure you know what you are agreeing to now and what is to happen later on.

What are unfair terms?

Unfair terms are those made by the park owner in advance, in an agreement that you have no choice over, other than to accept or reject it as a whole, and that give the park owner an unfair advantage over you. A park owner has to deal fairly and openly with you.



Unfair terms are often hidden in the detail. For example, they could

- seek to exclude the park owner's legal liabilities
- impose unfair penalties, restrictions, or obligations on you
- be unclear about what you have to pay so that you may get unexpected bills.

Terms should be clear and easy to read. Agreements should not use jargon, difficult words you don't understand or over-long sentences.

If you think a park owner is using an unfair term to your disadvantage, or you are not sure about a certain term, get advice from a consumer adviser. A list of useful contacts is at the back of this leaflet.

What to look out for

Watch out for terms that:

- exclude the park owner's liability to supply a caravan of satisfactory quality, fit for its purpose and matching the description he gave
- exclude the park owner's liability for negligence in causing death or injury, or damage to your caravan, car or other possessions
- are not clear about what you have to pay both now and later on
- let the park owner make significant changes to your rights and obligations without consulting you, or for reasons that aren't clear
- tie you into buying goods and services from the park owner for no valid reason



- let the park owner move you from your pitch without a valid reason
- after your caravan has been moved, do not require the park owner to return you to your original pitch or a comparable one
- prevent you during the period of the pitch licence from selling the caravan and transferring the pitch licence to someone else (though the park owner can legitimately require you to get his consent first, provided he does not refuse it unreasonably)
- allow the park owner to require that you buy a new caravan to be able to stay on the park, when your caravan is of a good standard and the licence period has not expired
- give the park owner the right to sell your possessions to recover money you owe him
- make you pay an excessive interest rate, or extra penalty charges, for late payment of fees and charges
- allow the park owner complete freedom to decide the meaning of terms in the agreement
- allow the park owner complete freedom to decide whether you are in breach of the agreement and to penalise you
- allow the park owner to end the agreement for minor breaches of the agreement
- impose unreasonable restrictions or conditions on your use of the caravan
- refer to other documents or terms that you have not seen
- are long, legalistic or in other ways unclear.



Where you can get advice

Consumer Direct (England, Scotland and Wales)
– tel: 08454 04 05 06 or
www.consumerdirect.gov.uk

If the service is not yet available in your region you may be put through to another agency such as your local trading standards service.

Consumerline (Northern Ireland) – tel: 0845 600 62 62 or www.consumerline.org

Trading standards service – see under council in local directory information in your phone book, or you can find your nearest office and contact details by entering your postcode on their website www.tradingstandards.gov.uk

Citizens Advice or local advice centres – see local directory information or
www.citizensadvice.org.uk/cabdir.ihtml

For details of local advice centres contact Adviceuk,
tel: 020 7407 4070 or www.adviceuk.org.uk

You can complain about a park owner's unfair terms by writing, enclosing a copy of the agreement, to:

Enquiries Unit
Office of Fair Trading
Fleetbank House
2-6 Salisbury Square
London EC4Y 8JX
tel: 08457 22 44 99
website: www.oft.gov.uk



You can also contact:

Which?

2 Marylebone Road

London NW1 4DF

tel: 020 7770 7000 fax: 020 7770 7600

website: www.which.co.uk

General advice about caravan holiday homes

Trade associations

British Holiday & Home Parks Association

tel: 01452 526 911 www.bhhpa.org.uk

National Caravan Council

tel: 01252 318 251 www.nationalcaravan.co.uk

Consumer associations

National Association of Caravan Owners

tel: 01255 820 321 www.nacoservices.com

General Consumer Council (Northern Ireland)

tel: 028 9067 2488 www.gccni.org.uk



More information

The Office of Fair Trading publishes *Guidance on unfair terms in holiday caravan agreements* (OFT734).

Telephone the OFT mailing house on 0800 389 3158 for a copy or visit the OFT website www.offt.gov.uk

Further copies of this leaflet can be ordered from the OFT mailing house:

OFT

PO Box 366

Hayes

UB3 1XB

tel: 0800 389 3158

email: oft@ecgroup.uk.com

- Consumer tips
- Consumer know-how
- Consumer credit

This information is available in other formats and languages on request. Please ring 0800 389 3158 to order.

This leaflet is only a simple guide and should not be relied on as a complete statement of the law. To understand your rights and obligations fully, study the relevant law or seek qualified advice.

Published by the Office of Fair Trading
Printed in the UK on paper comprising
75% post-consumer waste and 25% ECF pulp
Product code OFT770
Edition 08/05 – printed 08/05/35,000
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www.oft.gov.uk