

# **SWALLOW POINT HOLIDAY PARK, SAND BAY, SOMERSET**

## **2024 Season - CONDITIONS of LICENCE AGREEMENT.**

1. Licence period is from 12<sup>th</sup> March to 12<sup>th</sup> December 2024 which is defined as the 'Season'. The months not covered by the Licence period are for storage purposes only; free of charge 'storage' of your static caravan for owners having paid their Pitch Fees & continuing the following season.
2. The Pitch fee is a charge for a Licence for ONE season only, payable in advance and not transferable to another. Permitting a Caravan owner to place a caravan on an allocated pitch & use facilities available. The Pitch does not include any other part of the Park except that on which the caravan stands. Pitch fees are exclusive of service charges, rates and insurance. Pitch fees are subject to VAT.
3. The Pitch Fee enables Swallow Point Limited to run the Park all year round. There may be exceptional times / circumstances e.g Pandemic / Epidemic, where relevant or obligatory Laws & / or Regulatory requirements may prevent you from using your caravan. The Pitch Fee will remain due, invoiced & payable, throughout any such time. This reflects the long term commitments all parties have made to each other for the Full Agreement period. Swallow Point Limited will still be complying with its obligations to allow you to keep / store your caravan on its pitch.
4. If Licence is terminated, Pitch fees will be refunded as part of the caravan sale negotiations & agreed by both parties. Your Licence may be ended by way of : a) you giving written notice to Swallow Point Ltd, b) your caravan Term comes to an end, c) you sell your caravan, d) Swallow Point Limited serves you written notice due to breach of Park conditions.
5. Conditions of Licence are issued annually, if you wish your caravan to remain on the Park, these must be signed & returned to Swallow Point Ltd. It is your responsibility to ensure this is adhered & your Licence is upkept year on year. Noncompliance or failure to return completed Licence is a breach in itself.
6. Service charges ( rates, water, sewage, refuse, lighting etc ) are payable by all caravan owners annually. Service charges paid are non refundable. Service charges are subject to VAT at relevant rates.
7. Mandatory Closure related ' good will ' financial gestures should not be deemed as the norm or expected to be granted / occur on a regular basis during / for any Enforcement park closure cases. Pitch Fees & Charges at normal rates should be considered within financial planning of annual caravan costs.
8. Late payments will incur a surcharge of 2% + VAT per month. Duplication of outstanding Accounts or re-issue of Conditions Agreement documents will incur Administration charges.
9. The Pitch Licence is granted to a Property Home Owner, whose permanent UK address is elsewhere. The Caravan cannot be used as a main residence, it is for holiday & recreational use only. Swallow Point Ltd must be informed of the caravan owners home address and notified whenever a change of permanent address occurs. Proof of the Caravan Owners address is required ( eg Utility / Rates bills ) ( Data Protection applies ).
10. Park Term – the duration of a caravan on its pitch will be decided & agreed with the Park Owners. Term period depends upon caravan age, make, model, condition & specification. Do not assume any automatic rights of a Park Term. Agreement of Term period must be confirmed in writing by Swallow Point Ltd in particular at change of Ownership or sale of second-hand caravans.
11. Your Park Term is personal to you & may not be assigned or transferred to any other person other than 'gifting' to a proven ' close ' family member. The same Park Terms apply. Obligations to adhere Licence Conditions & Swallow Point Ltd Terms & Condition Agreement is needed. Approval of assignment will not unreasonably be withheld. Prospective Caravan Owner ID, references & appreciation of their financial commitment are required.
12. Your right to replace the Caravan under these Conditions on the pitch is limited to replacement only following destruction by fire, natural disaster or other similar occurrence.
13. With the purchase of a new or 'pre-loved' caravan there is a New Term period granted – the Term is specific to that particular caravan. There should not be any rights of Park Term assumed without prior agreement with Park Owners – a new Park Term will be agreed in writing with the new Caravan Owner.
14. Complete your new Caravan's Manufacturers Warranty documents, register individual appliances in accordance with Manufacturer's instructions & ensure adherence to instructions on-going.
15. When a Term period expires you must arrange with Swallow Point Ltd for your caravan to be removed from the Park unless you enter into a new Term. There will be no obligation to enter into a new Term for you or for Swallow Point Ltd.
16. Pitch Fees & Seasonal Licences paid are not transferable to any other individuals other than to whom the Licence was initially granted. Site Licence fees are not transferable with the sale of caravans.

17. Sub-letting of caravans is NOT permitted, use for trade or business is prohibited, inappropriate use breaches Conditions of Licence & may cause Licence to be terminated. Your insurance maybe invalidated.
18. Before completion of any caravan transaction – All outstanding debts must be settled or deductions will be made from the sale proceeds.
19. The process of Selling your caravan, requires prior written notification to Swallow Point Ltd which initiates discussion. An Independent valuation is arranged if you request it. You may agree a price to sell your caravan to Swallow Point Ltd or you sell the caravan to persons approved of by Swallow Point Ltd or the caravan is sold off park as long as de-siting is arranged through Swallow Point Ltd. All negotiations are dealt with in writing. You may, if you wish reconsider, change your mind & retain your caravan providing you still have Term period remaining & you settle annual fees in the normal manner.
20. Upon sale of caravans and transfer of ownerships to an approved buyer, Vendors are subject to commission charges payable to Swallow Point Ltd. Commission rates applied are in line with BH&HPA guidelines at 15 % & subject to VAT. Commission payable is never less than standard 'De-siting' charges applicable & relevant at the time. Devaluing of a caravan for sale to negate commission payable will result in an independent valuation of the caravan for a fair commission to be independently reached.
21. Any private Sale of a caravan requires a new Park Term Agreement that must be negotiated & confirmed in writing with Swallow Point Limited before any private sale is entered into. No automatic assumption should be made regarding the continuation of the previously granted Park Term. No Caravan Owner has a right to 'sell-on' a Park Term. Park Terms maybe reduced due to the age, condition, specification of a caravan.
22. De-siting & Siting of Vans will only be permitted during the 'closed' season ( December-March ) unless by specific authorisation of the Park Owners, this is due to Health & Safety aspects of the task & the inconvenience that may be caused to other caravan owners by any logistical difficulties.
23. Caravans will be sited at the discretion of the Park Owners and may be moved at any time to comply with legislation & safety standards, to access an area not possible by another route or make improvements to the Park. A minimum of 28 days written notice & appropriate liaising will take place prior to your caravan being moved, in emergencies Swallow Point Ltd will give as much notice as possible.
24. Incoming & Movement fees will be applied & agreed between Park Owner & Caravan Owner in the exceptional & specific circumstances of an Agreement being reached permitting a second-hand 'pre-loved' caravan to be relocated/sited onto Swallow Point. An 'age' maximum lifespan & Term on Park of the particular incoming caravan will be agreed prior to siting, granting a fixed term period.
25. Movement costs are applied when transferring a Caravan from one pitch to another on the Park. Movements may only be permissible when pitch size & accessibility allows for the relocation of a caravan. If pitch concrete base has to be increased the costs will reflect this. Minimum cost estimate £1,500 + VAT.
26. When any Movement of a caravan transpires, all reconnections of Services have to be Professionally carried out & the appropriate Safety Certifications issued by the Qualified Tradesman. NICEIC Electrical & Gas Safety Certification is legally required for Health & Safety compliancy & Insurance validation.
27. Administration & Service Charges where applicable & possibly incurred due to the involvement of Swallow Point Ltd employees, maybe added to accounts.
28. Administration charges applied are in line with BH&HPA recommendations of £40.00 + vat. Copy documents required to confirm evidence of compliance to legislation, Insurance, Health & Safety or adherence to Swallow Point Ltd Terms & Conditions will incur administration costs.
29. All caravans must be kept in good condition, fully maintained, the wheels and chassis in a state of upkeep to enable the caravan to be easily manoeuvrable if necessary. General maintenance Inspections of your caravan at the beginning & end of season is recommended – seals, hinges, roof lights, gutter pipes etc.
30. Vehicles are parked at the Owners risk, no liability is accepted for any loss or damage however incurred to any vehicle or caravan.
31. Swallow Point Ltd accepts no responsibility or claims against the Company regarding loss or damage to Caravan Owners property – the safety of your property is your responsibility.
32. The company accepts no responsibility for any injury or loss sustained by any person whilst on the Company's land – Due Diligence is expected on the part of all individuals using the Park.
33. Swallow Point Ltd reserve the right in circumstances of unexpected severe weather conditions, which result in sub zero temperatures, to switch off or isolate the main water supply to the Park.

34. It is your responsibility to choose the Drain down and reinstatement dates of water supplies to your Caravan with weather precautionary measures in mind.
35. Cleanliness of caravans & windows, guttering & roofs must be maintained. The tidiness & cleanliness of items standing on the concrete base must be maintained.
36. In the Interest of the Park's Standards 'aged' vans may not be granted new Licences. Notice in writing & consultation would pre-empt such decisions giving one Season's notice.
37. Owners are required to keep their caravans fully covered by comprehensive Insurance – to cover the cost of replacement caravan, clearance of wreckage, replacement ancillary structures, delivery siting & connections of a new caravan.
38. Swallow Point Ltd has sought competitive rates for our Caravan Owners, there is a Park Approved Scheme administered by Swallow Point Ltd ensuring comprehensive cover through Compass Insurance. Swallow Point Ltd is an Appointed Representative of Bspoke Lifestyle Ltd & is authorised & regulated by the Financial Conduct Authority, FRN : 577294 , Compass Insurance is a Trading Name of Bspoke Lifestyle Ltd, registered in England & Wales under Company No : 11429456 at Registered Address : 7 Pullman Court, Great Western Rd, Gloucester GL1 3ND . Bspoke Lifestyle Ltd is authorised & regulated by the Financial Conduct Authority FRN 820727
39. If a Caravan is sold & it leaves the Park on a Commission basis paid to Swallow Point Ltd – any Insurance rebate will be calculated & paid to the Policy Holder/ Caravan owner. If you sell your Caravan to Swallow Point Ltd, any Insurance rebate will be calculated within the purchase price mutually agreed & you will not be due any additional Insurance policy refund.
40. When selling or trading-in your caravan, to enhance the viewing & valuation it is suggested clearance of all personal effects is preferable.
41. If caravans are not totally cleared of all personal belongings at the completion of a transaction then a charge will be imposed for the service of caravan clearance & disposal costs.
42. Termination of Site Licence, Caravan vacation or the Caravans de-siting & removal from Park, it is understood that Caravan Owners are obliged to clear their pitch of all items including those that have been stored underneath caravans. If services / tradespersons / transportation are required to remove items from Park those costs would be applied to the Caravan Owner.
43. If Steps, Balconies, garden seats, plant tubs etc are of an unsafe condition or a possible hazard to others – Swallow Point Ltd will request that you remove them from the Park at your cost.
44. Caravans must be fitted with a 3 lb fire extinguisher suitably positioned for quick easy access in case of an emergency. Fire Blankets are recommended in kitchen areas. It is recommended that fire appliances & electrical equipment are checked & professionally serviced / inspected regularly. Carbon Monoxide Detectors & Smoke Detectors should be installed in caravans in various locations to maximise protection. Batteries should be replaced annually. Stay Safe Gas Information Leaflets are distributed to caravan owners – follow good advice. Check your Gas Regulator & pigtails for wear & tear – replace when 'age' & worn.
45. Adhere to Manufacturers Warranty instructions regarding servicing of boilers & appliances.
46. Electrical ( NICEIC ) & Gas Safety Certificated Inspections are highly recommended periodically for safety & insurance compliancy. Appropriately qualified checks can be arranged via Swallow Point Ltd.
47. Swallow Point Ltd reserve the right to refuse access to the Park to anyone other than the Caravan owner, their family members & guests – Caravan owners are responsible for their visitors and must ensure that they are aware of & adhere to Park Licence Conditions.
48. All Tradesmen must be booked via Swallow Point Ltd due to requirements under Health & Safety legislation & the vital importance that they must have valid Public Liability & Insurance cover. Evidence of Public Liability is required. Tradesmen must liaise with Park Management before any work is carried out. No unauthorised Tradesman will be permitted Site access.
49. Gas supplies must be purchased from the Park, ordered & paid for prior to the pre-arranged specified 'fitting' days. It is advised to keep at least 2 FULL 'Reserve' Gas bottles fitted to your caravan at all times to ensure you do not run out of gas & that the Changeover Valve works correctly. Do not cover gas bottles for Safety sake.
50. To enable Gas cylinder changes / fitted as required please provide us with Keys for your Padlock on the chain around Gas cylinders. Periodically Oil the padlock, check it has not rusted up or corroded due to salt air. Padlocks & chains are to protect your belongings; ensure they are a worthy strong quality product.



51. Your caravan has a 16 AMP Electrical supply Limit. Avoid 'Over Loading' by using microwave, kettle, electric heaters etc ( any heated element appliance ) at the same time as this can cause RCD to trip. RCD's are locked in a Sub box. If RCD tripped due to over load – To Reset may incur Call - Out charge.
52. Interference with Services - water, electrical or drainage installations is strictly forbidden.
53. To prevent turf damage items cannot be left for a prolonged period or permanently on grassed areas. Garden furniture must be put away when not in use. Laying of additional patio slabs to extend your caravan base is not permitted. Placement of potted flower tubs & planters must be within your Pitch.
54. Do not mow the grass. Groundsmen are employed to do so. Do not Park or drive on grass.
55. Caution to be taken on unlevel, uneven ground. Mind your step, the Park is in a Rural setting. Turf / ground levels subject to change - ruts, natural contours, minor subsidence & Mole hills possible. Weather & seasonal condition variances impact ground surface - dry ground cracks, wet turf slippery.
56. Concrete pitch bases can be subject to cracking & can have irregular surfacing – caution please.
57. Refuse Skips / bins are provided for household waste – not for disposal of white goods, electrical appliances, garden furniture, metal / heavy items etc. Please use the re-cycle bins appropriately. Excess weight is charged by the Refuse Collection Companies. CCTV is in operation in the Refuse Disposal area. Anyone found in breach of this clause will be held responsible & incur the disposal costs applied. Swallow Point Ltd willingly assists with arrangements of disposal of items whenever possible after negotiation.
58. Strictly no car repairs or washing of cars to be carried out on the Park.
59. Music, radio, TV to be used in consideration of others, definitely not cause disturbances or offence.
60. You must not keep or carry any firearm / weapon, use any unlawful drugs or commit any acts of vandalism/criminal activity on the Park. Never permit anyone known to be on The Sex Offenders Register to use or visit your caravan.
61. The exterior placement of all TV aerials must be authorised by the Park owners. Where applicable, you must have a TV licence at your permanent home address to entitle TV viewing in your caravan. TV Licence legislation & entitlements may vary according to the caravan owner / occupiers age, employment status etc - it is your responsibility to ensure that you fulfil legal requirements.
62. No internal Park trading is permitted of buying/selling balconies, steps, storage containers, gas cylinders etc for safety, public liability & movement logistics.
63. In house / On site maintenance provided by Service Professionals / Contractor / Groundsmen will incur a charge. Your written request is required – verbal requests will not suffice as authorised instruction.
64. A maximum of two storage cabinets are permitted & must be within your Pitch area. Bicycles & BBQ's etc should be stored in storage bins or inside the caravan when the caravan is not occupied. Wooden storage bins & Plastic (GRP) skirts around caravan bases are not permitted due to maintenance & safety issues. Only hook-on outdoor clothes airers are permitted.
65. The Park has no forwarding postal service. All mail must be sent to your permanent home address.
66. Children must be under the supervision of an adult at all times whilst on the Park so that they are not a nuisance or danger to others or themselves. Children should never be permitted to play in the car park or roadway areas. For safety precautions children are not allowed in the refuse area.
67. The Caravan owner is responsible to ensure ALL their Visitors, ALL persons whom stay holidaying using the caravan ( & Park facilities) are fully aware, understand & adhere to the Park Licence Terms & Conditions. The Caravan Owners must ensure ALL Occupants are familiar with the Park Fire Action Plan.
68. Number of occupants in your caravan. 2 Bedroom caravans are usually deemed as maximum 6 berth; over occupancy can breach Insurance cover.
69. Pandemic 'out-break' notifications – 'Track & Trace' or any similar Government communication / contact scheme equivalent must be adhered. It is the Caravan Owners responsibility to know the individual names, contact details & duration of stay of all persons using the caravan. Please 'log' for reference.
70. Recreational items, games, inflatables, play equipment must be demountable, not a cause of Health & Safety risk (due to Public Liability) or likely to cause disturbance or inconvenience to others.
71. Ball games, roller-skating, bicycle / scooter riding is strictly prohibited on Park for safety reasons, to prevent caravan damage & in consideration of others.
72. Landscaping architectural structures, Stone statues, water features & Ornaments are strictly for Display only. Not Play facilities or child recreational equipment. Features are designed solely as visual enhancement for the Park. Do not climb, play with or on, any of the Landscaping features.

73. Decorative pitch numbers are placed on concrete caravan bases by Swallow Point Ltd for the purpose of clearly defining pitch numbers. These items belong to Swallow Point Ltd, they are not to be removed from Park.
74. Swallow Point Holiday Park is a Pet ( Dog & Cat ) friendly park. Pet owners must attend to their own animal's needs, welfare & safety. Pet owners are requested to be mindful of all Patrons using the Park & their right to tranquillity & Site hygiene. Specific Conditions of Licence apply to Pet Owners – do not assume an automatic right to bring a Pet onto the Park. There is a limitation restriction to 2 pets only per caravan – unless by authorisation / agreement.  
Please ask for your copy of our Dog/Cat Owners Guide informing you of our Pet Friendly Policy.
75. Laundry facilities are provided for the sole use of caravan occupiers. Please leave the Laundry clean & tidy. Laundry machines are for washing clothing not pet bedding, doormats, rugs, sandy towels or items that may cause machines damage or render them unsuitable hygienically for clothes washing.
76. Items surplus to your requirements are not to be left in the Laundry Room – this contravenes Health & Safety, posing an injury risk if breakages occurred especially if glass / china items accidentally smashed.
77. All items of value and importance must be removed from the caravan for the winter 'Closed' period. Our Site Licence does not permit you admittance to the Park during the 'Closed' season.
78. Access to your caravan may periodically be required in certain circumstances eg Meter reading, in case of emergency; Swallow Point Ltd would endeavour to contact you. You have granted your permission for the Park Management to be 'Key Holders', keys are securely locked away. If you wish to be present for meter readings please assist Park Management by prearranging a mutually convenient date.
79. COVID 'behaviour' Spacial Distancing & Park / Visitor restrictions / Safety precautions / Track & Trace / Service providers Caravan Access protocols etc are to be adhered. Breach of 'expected / acceptable' behaviour would result in persons being requested to leave park.
80. Mandatory park closures in line with Government regulations will be enforced as failure to do so would breach Park Licence granted by Local Authority, infringe Laws & may invalidate Park Insurance.

**Please take & retain a copy of your Conditions of Licence before returning the signed original to Swallow Point Ltd. ( All 5 pages are to be returned please ) .**

Swallow Point Ltd may terminate your Site Licence if you are in serious ( or repeated ) breach of any of the Conditions, efforts will be made to remedy disputes but if relations have irretrievably broken down Swallow Point Ltd may serve upon you reasonable Notice in writing to Terminate this Licence Agreement.

Please ensure all persons whose names are to be on the Site Licence & to whom the Site Licence is granted sign agreement, understanding & adherence to the Conditions of Licence.

I/We have read & understand the above Conditions of Licence ( 5 pages in total pertain to this document – 80 clauses specified ) & agree to abide by them, appreciating they are recommended or imposed either legally or for the general betterment, safety & enjoyment of all Caravan Owners at Swallow Point.

Full Names ..... Pitch No .....

Home Address.....

.....Post Code.....

Landline No ..... Mobile .....

Email.....

Signature.....Date.....

Signature.....Date .....