

Holiday Home Purchase Agreement

Customer Copy | 2023 - V1 15.11.22

Registered address; Mill Rythe Coastal Village, IMEX Building, 575-599 Maxted Road, Hemel Hempstead, Herts, HP2 7DX. VAT Registration No 918 5823 95. Registered in England 530587.

HOLIDAY HOME PURCHASE AGREEMENT

Terms and conditions of holiday home purchase

1. Agreement to Purchase and Cancellation Rights

- 1.1 Away Resorts is pleased to accept your order as set out in this Agreement. You are encouraged to take time to read all the details of this Holiday Home Purchase Agreement and the related Licence Agreement. If you decide not to proceed within a period of 5 calendar 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.
- 1.2 If you breach this agreement by cancelling beyond 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. Losses may include, but not be limited to; administration, finance cancellation charges, Holiday Home transport, siting, connection, accessory items, etc.
- 1.3 In the event that Away Resorts are unable to supply the Holiday Home for any reason, we reserve the right to cancel this agreement. In this instance, we will refund all sums paid by the purchaser in full. No responsibility will be accepted for any resulting loss suffered by the purchaser, except where Away Resorts have been negligent.
- 1.4 If you have chosen to take finance to purchase the Holiday Home via Away Resorts that is refused, we will refund all sums paid by you. In the event that you cancel this agreement beyond the 5-day "cooling off" period, you will be responsible for any cancellation charges levied by the finance provider.

2. Taking ownership of your Holiday Home and your rights

- 2.1 We will notify you in writing when the Holiday Home 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.
- 2.2 You must pay us the balance due for the purchase of the Holiday Home within 14 days after we have notified you under clause 2.1 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 Holiday Home is ready for use, we reserve the right to charge interest at 3% per annum over the published base rate of Barclays Bank plc 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.
- 2.3 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.
- 2.4 Ownership of the Holiday Home and risk of damage to or loss of the Holiday Home 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 Pitch Licence Agreement to ensure

you meet the insurance requirements and ask us about cover that may be available through us.

3. Customers who are part exchanging their Holiday Home (or "other items"):

- 3.1 You as the purchaser agree to transfer the Part Exchange Holiday Home or item to Away Resorts in part payment for the Holiday Home you are buying. You will not be allowed to take up occupancy of the Holiday Home that is subject to this Agreement until the Part Exchange Holiday Home or item has been delivered to and accepted by the Company.
- 3.2 We agree to deliver the Part Exchange Holiday Home or item to the Park on or before the date the new Holiday Home is ready. Ownership of the Part Exchange Holiday Home or item and the risk of loss or damage to it shall pass to us only upon its acceptance by us.
- 3.3 We will not sell the Part Exchange Holiday Home or item until you take occupancy of the new Holiday Home, or 14 days after the date of this Agreement whichever is sooner.
- 3.4 The amount of the part exchange value is set out on the Holiday Home Purchase Agreement and includes all fixtures contained in the Part Exchange Holiday Home. You acknowledge that the part exchange value may be more than the price that would be obtainable for the Part Exchange Holiday Home on the open market.
- 3.5 In the event that this Agreement is terminated after the Part Exchange Holiday Home has been sold, then we may either supply you with a replacement Holiday Home of at least the same specification and condition or (if either party so chooses) refund you a sum of money equivalent to the trade-in price stated in this Agreement for the Part Exchange Holiday Home
- 3.6 We reserve the right by written notice to reduce the part exchange allowance by the reduction in value if the Part Exchange Holiday Home or item deteriorates in condition before its delivery to us or is not as described.
- 3.7 You, confirm that the Part Exchange Holiday Home or item is free from any mortgage, lien, hire purchase arrangement or any other arrangement under which any third party has any rights over the Part Exchange Holiday Home.
- 3.8 If this Agreement is cancelled and the Part Exchange Holiday Home or item has not been sold we will, as soon as practicable, return the Part Exchange Holiday Home or item to the Purchaser. That is unless any outstanding finance charges have been settled by the us on your behalf, in which case you shall promptly pay to us the amount of those charges and we will return the Part Exchange Holiday Home or item to you on receipt of that payment. In the event that the Part Exchange Holiday Home has already been sold you will receive a sum equivalent to the valuation of the Part Exchange Holiday Home or item calculated as set out in paragraph 3.5 above or we will attempt to find a similar replacement Holiday Home or item.
- 3.9. Any 'special arrangement' that has been made between you and any Away Resorts team member that you believe are part of this Holiday Home Purchase Agreement must be noted in the Special Arrangements section of the invoice. Away Resorts will rely on the contents of this section as written evidence of an agreement in the event of any dispute with regard to Special

HOLIDAY HOME PURCHASE AGREEMENT

4. Arrangements/Agreements.

- 4.1 Nothing in these terms and conditions will affect your statutory rights relating to faulty or misdescribed goods or poor quality services. For further information about your statutory rights, contact your local authority Trading Standards Department or Citizens Advice Bureau.
- 4.2 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

5. Terms & conditions of Guaranteed Income Agreement

- 5.1 The Park provides facilities and accommodation for family holidays and short breaks. The Company, trading as "Away Resorts", provides a letting agency service for Holiday Home owners whereby holiday accommodation can be let to holidaymakers in return for a commission.
- 5.2 Under this Guaranteed Letting Agreement, the Purchaser named on the Holiday Home Purchase Agreement (referred to below as "you" or "your") wishes to purchase the Holiday Home specified ("the Holiday Home") by taking advantage of this letting service and applying the letting income against the purchase price of the Holiday Home or credited to your account.

6. Specific Terms And Conditions

- 6.1 This Agreement is conditional on:
 - 6.1.1 the value of the cash deposit of the total purchase price of the Holiday Home being at least £1,000.
 - 6.1.2 the Holiday Home being no older than seven years old at the date of this Agreement; and
 - 6.1.3 the acceptance of any finance proposal for the purchase of the Holiday Home.
- 6.2 You agree to let the Holiday Home to holidaymakers through Away Resorts who are acting as your agents for this purpose.

7. Away Resorts will provide the following services:

- 7.1 provide a full colour brochure and all necessary advertising;
- 7.2 enter into all correspondence with the holidaymaker;
- 7.3 provide all key-handling services;
- 7.4 clean the Holiday Home in between lettings; and
- 7.5 replace breakages, equipment and renew Calor Gas cylinders when empty

8. You must ensure that the Holiday Home is:

- 8.1 of high standard, of modern design, clean and smart in appearance inside and out and conform to the grading in the Away Resorts brochure;
- 8.2 fully equipped with cutlery and with kitchen, cooking and cleaning equipment for the number of people it will sleep; and
- 8.3 adequately insured against all loss, injury or damage; please check that your insurance specifically covers letting.

9. Any gas and electricity consumed will be charged to your account at the end of the season to which this Agreement applies. Such charges are payable by you upon rendering of account.
10. Replacements of missing and/or damaged inventory items and repairs to the Holiday Home which are required to maintain the Holiday Home to the letting standard of Away Resorts, will be charged to your account and are payable by you upon rendering of account.
11. The Gross Income stated overleaf has been calculated by taking the tariff charges* as printed in the Away Resorts brochure and deducting VAT, handling charges, average discounts offered and facility passes and linen where applicable.
12. The Guaranteed Letting Income stated overleaf will be deducted from the purchase price of the Holiday Home, or if applicable, credited to your account at the end of the season to which this Agreement relates.
13. Where the purchase price for the Holiday Home is not fully paid by the due date, the Gross Income shown overleaf will be reduced by adding to the Lost Income stated overleaf the tariff charges for any further weeks lost before the purchase price is paid in full.
14. We operate a dynamic pricing model for our holidaymaker customers, this means that a holidaymaker may pay less than or more than the tariff charges on which we have based your Guaranteed Letting Income. The actual letting income received by Away Resorts may differ from the tariff charges accordingly. However, the Guaranteed Letting Income paid to you will not change.
15. This Agreement is only applicable to the first twelve months of your ownership of the Holiday Home and will expire at the end of that 12 month period.
16. This Agreement supersedes any existing Guaranteed Letting Agreement which may be in place with you

* Prices correct at the time of going to press

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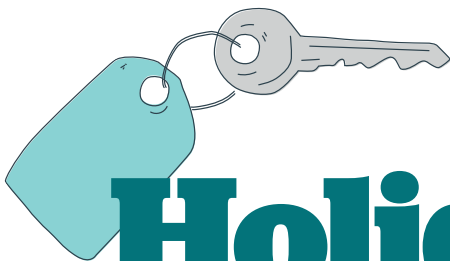
GUARANTEED INCOME AGREEMENT 2023

Break Start Date	Break Start Day	Duration	6 Berth Value Caravan	8 Berth Value Caravan	6 Berth Comfort Caravan	8 Berth Comfort Caravan	6 Berth Superior Caravan	8 Berth Superior Caravan	6 Berth Luxury Caravan	8 Berth Luxury Caravan with Hot Tub	6 Berth Superior Lodge	8 Berth Superior Lodge	6 Berth Luxury Lodge	8 Berth Luxury Lodge	6 Berth Luxury Lodge with Hot Tub	8 Berth Luxury Lodge with Hot Tub		
10 Feb	Fri	3	105	111	117	123	130	136	144	151	170	178	162	181	171	189	217	227
13 Feb	Mon	4	118	124	131	138	146	153	162	169	190	200	182	203	191	211	243	253
17 Feb	Fri	3	96	101	106	112	118	124	132	137	154	162	148	165	155	172	197	206
20 Feb	Mon	4	100	106	112	117	124	130	138	144	162	170	155	173	163	181	207	217
24 Feb	Fri	3	68	71	75	79	84	88	93	97	109	114	105	117	110	122	140	146
31 Mar	Fri	3	129	136	144	151	160	168	178	187	210	220	200	223	210	234	267	280
03 Apr	Mon	4	171	180	190	200	212	222	235	246	277	291	265	294	278	308	353	370
07 Apr	Fri	3	140	148	156	164	174	182	193	202	227	239	217	241	228	253	289	303
10 Apr	Mon	4	184	194	204	215	228	239	253	266	298	312	284	316	299	332	379	398
14 Apr	Fri	3	107	113	119	125	132	139	147	154	173	182	166	184	174	193	221	231
17 Apr	Mon	4	104	109	115	121	128	135	142	149	168	176	160	178	168	186	214	223
28 Apr	Fri	3	89	94	99	104	110	116	122	129	144	152	138	153	145	161	184	193
19 May	Fri	3	76	80	84	88	94	98	104	108	122	128	117	130	123	136	156	163
22 May	Mon	4	91	96	101	106	112	118	125	131	147	155	140	156	147	164	187	197
26 May	Fri	3	114	120	127	134	141	149	157	164	185	194	177	197	186	205	236	246
29 May	Mon	4	186	196	207	218	230	242	256	267	301	315	288	320	302	334	384	401
02 Jun	Fri	3	118	124	131	138	146	153	162	170	192	202	183	203	192	213	244	256
21 Jul	Fri	3	154	162	171	180	191	200	212	222	250	262	239	265	250	278	318	333
24 Jul	Mon	4	197	208	219	231	244	256	271	284	318	334	305	339	320	355	407	426
28 Jul	Fri	3	155	163	172	181	192	201	213	223	251	263	240	267	252	279	320	335
31 Jul	Mon	4	161	169	178	188	199	209	221	231	260	273	248	276	261	289	331	347
04 Aug	Fri	3	177	186	196	207	219	230	243	254	286	300	274	304	287	318	365	382
07 Aug	Mon	4	180	190	200	211	223	234	248	259	291	306	279	310	293	324	372	389
11 Aug	Fri	3	182	192	203	213	226	237	251	263	295	310	282	314	296	329	376	394
14 Aug	Mon	4	177	186	196	207	219	229	243	254	286	300	273	304	287	318	364	381
18 Aug	Fri	3	182	192	203	213	226	237	251	263	295	310	282	314	296	329	376	394
21 Aug	Mon	4	192	202	213	225	238	249	264	277	310	326	297	330	312	346	396	415
25 Aug	Fri	3	159	168	177	186	197	207	219	230	258	271	247	274	259	287	329	344
28 Aug	Mon	4	138	146	154	162	171	180	190	200	224	235	214	238	225	250	286	300
01 Sep	Fri	3	110	116	122	129	136	143	152	159	179	188	171	190	179	199	227	239
04 Sep	Mon	4	105	110	116	122	130	136	144	150	170	178	162	180	170	188	216	226
08 Sep	Fri	3	97	102	107	113	120	125	133	138	156	164	149	166	157	173	199	208
11 Sep	Mon	4	100	105	111	117	124	130	138	144	162	170	155	172	163	180	206	216
15 Sep	Fri	3	86	90	95	100	106	112	118	124	139	146	133	148	139	155	177	186
13 Oct	Fri	3	76	81	85	89	95	99	105	110	124	130	118	132	124	138	158	165
16 Oct	Mon	4	102	108	114	120	127	133	141	149	166	174	158	176	166	186	211	223
20 Oct	Fri	3	109	115	121	128	135	142	150	156	176	185	169	188	177	196	225	235
23 Oct	Mon	4	118	124	131	137	145	153	162	170	190	200	182	202	191	212	242	254
27 Oct	Fri	3	90	95	100	105	111	117	124	129	145	153	139	155	146	161	185	193
30 Oct	Mon	4	74	78	83	87	92	97	102	107	120	126	115	128	121	134	154	161
Total £			5118	5388	5687	5986	6335	6651	7038	7369	8280	8696	7918	8798	8314	9212	10558	11054

Remember to circle each break being retained by the Customer or that is a lost break. Any week not circled will be available to let by Away Resorts. Enter the Gross Guaranteed Letting Income for the category of caravan chosen in the relevant box on the right. Enter the total of any income lost prior to the purchase ("Lost Income") and the total of income lost due to the purchaser's own use ("Own Use"). Deduct Lost Income and Own Use, together with Advanced Letting Income outstanding on any current Agreement, ("P/X Income"), from Gross Income to arrive at the Guaranteed Letting Income.

DETAILS OF OWNER	DETAILS OF CARAVAN	LETTING DETAILS
Name:	Make:	Bed's:
	Model:	Grade:
Account:	L: W: Yr:	Pitch:

Gross Income	£
Less Lost Income	£
Less Own Use	£
Less P/X Income	£
Guaranteed Letting Income	£
Amount to Owners Account	£
Amount to Sales Transaction	£



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Summary of some important key terms of this 2023 licence agreement to keep the Holiday Home on the pitch:

Agreement Period. The minimum period is 20 years for a caravan or 25 years for a lodge if the Holiday Home is new or, if pre-owned, the balance of 20 years for a caravan or 25 years for a lodge from the date the Holiday Home was first purchased by a consumer

Agreement Period Starts:

Agreement Period Ends:

The date the Holiday Home is first occupied by you.

The date when this agreement period expires

This means that once the Agreement Period has expired, you must arrange with us for the caravan to be removed from the park unless you and we enter into a fresh agreement. There will be no obligation to enter into such an agreement on you or us.

Rate of commission payable to us if you sell the Holiday Home to someone else on the pitch it is on:	15% plus VAT of the sale price of your holiday home	
Review of Pitch Fees	We are entitled to change the Pitch Fee on the Review Date in accordance with the procedure set out in Clause 8.	
Loyalty discounts	<p>Whilst you own the Holiday Home, you are entitled to a discount on the pitch fee which you may not pass to any subsequent owner. This may mean that a potential future owner of your Holiday Home is able to pay a lower pitch fee by buying a holiday home directly from us.</p> <p>We think it is fair to limit our loyalty discounts to the first owner of our holiday homes to help you when you buy. Any subsequent buyer from you is likely to be paying significantly more. We also think it is fair to explain to you the full effect of the discount from which you will be benefitting</p>	
Right to Replace the Holiday Home:	Your right to replace the Holiday Home under this Agreement is limited to replacement only following destruction by fire, natural disaster or other similar occurrence.	
No use as a permanent residence:	The Holiday Home is for holiday and recreational use only. It would be a breach of this Licence Agreement if the Holiday Home were to be occupied as a permanent residence. The consequences of breaching this Licence Agreement are set out in clause 11. Holiday Homes are not designed for permanent occupancy. Please see Appendix A - Owning and using a Caravan Holiday Home -what you need to know.	
You are entitled to use the Holiday Home each year:	From : 1st January	To: 31st December
Key Holding	A spare key to the caravan will be held by the park management in a locked key cabinet at the park and only released to you as the owner on request, or, in your absence, to a third party for specific purposes e.g for maintenance purposes, and only with your prior written agreement, or, in case of emergency or for urgent safety reasons, to a staff member.	
Safety Check	We may be required to carry out safety checks on the caravan to ensure that all relevant installations and appliances are operating correctly and safely in line with current regulations. See clauses 3.7 and 4.7.	
Park Rules:	You must comply with the Park Rules (copy included).	
Insurance:	You must insure the caravan against all usual risks under clause 4.7 and have sufficient cover to meet all your obligations under 4.7b.	
No commercial activities.	<p>You must not carry on any trade or business at, or interfere with any commercial aspect of, the Park, for example by:</p> <ul style="list-style-type: none"> -helping any other owner to hire out their Holiday Home (even where their agreement with us allows them to do so); or -helping any other owner to sell their Holiday Home, in return for payment or reward. 	
Hiring out your Holiday Home:	You are permitted to hire out your Holiday Home for holiday and recreational use but only through the Away Resorts agency. This will be subject to a separate agreement between you and us. Please note Away Resorts only accepts Holiday Homes that are less than 7 years of age and that are of a suitable quality. Further details can be found in the Guide to Managed Letting.	

HOLIDAY HOME LICENSE AGREEMENT

PART I - ANNUAL CHARGES RELATE TO 2023 & ARE REVIEWED ANNUALLY

Pitch Fee Bands:	Full Annual Pitch Fee	* Loyalty Discount	Net Pitch Fee
Introductory Pitch Fee:	£5,995.00	£1,000.00	£4,995.00
Standard:	£7,995.00	£1,000.00	£6,995.00
Premium:	£8,995.29	£1,000.00	£7,995.29
Premium Plus:	£9,995.57	£1,000.00	£8,995.57
Standard Lodge:	£10,995.00	£1,000.00	£9,995.00

Subject to the terms of this agreement, you are entitled to use the Holiday Home each year on the specific dates we notify to you. The total number of days will not be less than [365] days in total.	The earliest date in any year will be:	1 January	The latest will be:	31 December
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Pitch Fee Year Starts:	1st February	Pitch Fee Years Ends:	31st January
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Review & Pitch Fee Notifications:	September each year	Next Review Date:	1st September 2023
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**Loyalty Discount:* A Pitch Fee Reduction is applicable to Holiday Home Owners who have purchased a Holiday Home owned by Away Resorts direct from Away Resorts. The discount is not available to Holiday Home Owners who have purchased a Holiday Home from any other source including a Holiday Home Owner who purchases a Holiday Home where Away Resorts acted as the sales agent for a private owner. It is also not available to family members who have purchased a Holiday Home from another family member.

Existing Customers will retain their current Pitch Fees unless moving to a New Development or a Premium or Premium Plus Pitch, in which case the Pitch Fees will increase to the New Customer level applicable at the time of the move.

A review of the Pitch Fees takes place annually and we write to Holiday Home Owners in September notifying them of the revised charge for the following season. Pitch Fees are currently payable by one of the following methods:

Single Payment: Pay by a single payment in advance on or before the 31st January immediately preceding the season to which it relates and no additional charge applies.

Ten Monthly payments: by continuous Direct Debit: With this scheme we total an assessment of all the annual charges including your General Rates and Water Charges (estimated value), plus an £18 a month administration fee and we Direct Debit your bank account with this total equally over ten months. (The administration fee will be higher if you join after the scheme start date and may be subject to annual variation.)

Exceptional park closures and service interruptions

The Pitch Fee helps us to run the Park all year round. You will see some of our work when you are using your Caravan. Other work may be done when you are not here, including when the Park is closed.

There will be times when we do not allow you to use the Holiday Home. The period of the year shown below may be less than the full calendar year. Exceptionally, a change in relevant laws or regulatory requirements may temporarily prevent us from doing so. Such changes may also prevent us allowing you to use some of the Pitch Services, or the Park Services, even though we allow you to use the Holiday Home.

The Pitch Fee will remain due throughout any such time. This reflects the long-term commitments we make to each other for the full Agreement Period. We will still be complying with our obligation to allow you to keep the Caravan on the Pitch. We will still be committed to allowing you to use it for holiday and recreational purposes when circumstances allow, to supplying the Pitch and Park Services when we are able and to insuring and maintaining the common parts of the Park. The Pitch Fee will help us to meet our continuing obligations under the Agreement.

General Rates and Water & Sewage Charges:

The charges for local authority rates is based upon the average rateable value of each Holiday Home. The charge for water & sewage are typical charges levied by the Local Water Authority on a domestic dwelling. Charges are invoiced in April and are payable within 14 days of receipt. On some parks water is supplied to the holiday home via a meter and is charged periodically at the price the park pays to the local authority, this invoice is payable within 14 days of receipt.

Electricity (Metered Supply):

Electricity is supplied to the Holiday Home via a meter and the availability charge, and the electrical units consumed by the owner are invoiced periodically at the price the park pays to the electric provider. The invoice is payable within 14 days of receipt.

Repairs and Replacements

Most types of repairs can be arranged - please ask at the Park

HOLIDAY HOME LICENSE AGREEMENT

Office for further details. Replacement items of equipment are also available. Any invoices for repairs and replacements are payable within 14 days of receipt.

Overdue Payments: If any sum remains outstanding on your account for at least two months and we have made three written demands for payment, we may disconnect the services to the Holiday Home until the outstanding sums are paid.

Winterisation

Each winter we will send you a reminder letter that offers a variety of services to protect your Holiday Home. We can offer you a wide range of services and protection measures to avoid the hassle of cleaning and employing contractors yourself. For example, a drain Down. For the 2021-2022 season this is charged at £82.50.

Holiday Home Insurance:

The Away Resorts chosen insurance partner is Leisuredays, more information can be found in your Welcome Aboard booklet or by asking us. If you decide to obtain cover with an independent insurer then, regardless of the dates of annual renewal for that cover, you must provide the Park with proof of cover comparable with that provided by Away Resorts between the 1st and 14th October for audit purposes and to copy for retention in our records.

If you decide to obtain cover with an independent insurer then, regardless of the dates of annual renewal for that cover, you must provide the Park with proof of comparable cover with that provided by Away Resorts between the 1st and 14th October for audit purposes and to copy for retention in our records. In this instance, you will be charged an administration fee of £10 + VAT.

Holiday Hire Charges

We offer a full holiday hire service that is subject to a separate agreement between us. Should you wish to hire your Holiday Home through Away Resorts further details are available in the 'Holiday Home Letting Guide', copies of which are available from Guest Services.

Use by Family Members and friends - Entertainment and Facility Passes - where applicable

Where you allow Family Members and friends to stay in the Holiday Home, Away Resorts will charge for facility & entertainment passes prior to their arrival at the Park. The current charges are as follows and are per Holiday Home per holiday but are subject to review annually.

Peak Dates

Holiday Home Size	Short Break	Week
6 Berth Holiday Home	£40	£74
8 Berth Holiday Home	£50	£94

Off Peak Dates

Holiday Home Size	Short Break	Week
6 Berth Holiday Home	£30	£54
8 Berth Holiday Home	£38	£70

Owner Facility Passes

Holiday Home owners are entitled to receive passes, up to the number of berths of the Holiday Home, that allow free entrance into the facilities and clubs for all normal sessions. These passes are renewable annually. Once issued, replacement & additional

passes can be purchased (subject to availability), in certain circumstances, for £50 per adult and £25 per child. Away Resorts reserves the right to make a reasonable charge for additional special events.

The facilities and entertainment passes are subject to review annually and are generally available on the dates indicated in the holidaymaker brochure that we published each year.

Review Dates

The charges in this section are reviewed annually in line with clause 8 of this Agreement for the following season and you will be notified as appropriate.

Pitch Services

Electricity: Separate metered charge.

Water and Sewage: Separate metered charge.

Ground Maintenance: Included in Pitch Fee - no additional charge.

Waste Management: Included in Pitch Fee - no additional charge.

Land Drainage: Included in Pitch Fee - no additional charge.

Standard Disconnection Fee: From £325. Additional charges to be quoted for; removal of decking, sheds and use of a crane. Please ask for details

Note: We are responsible for the maintenance, testing and certification of the services connected to the Pitch up to and including; in the case of water, the final stop valve and; in the case of electricity the final meter point, or its equivalent.

Hot tubs

You need our permission in writing under clause 4.10 in Part II before installing a hot tub. If we give you permission, then an annual charge will apply. This charge is currently £500 for additional utility consumption e.g water and a contribution to support the ongoing infrastructure. A review of this charge takes place annually under clause 8 in Part II and will be notified when we write to you in September about the revised pitch fee for the following season.

Part II

Terms and Conditions of this Licence Agreement

1. Meaning of Expressions used in this Licence Agreement and Interpretation:

- 1.1 "Agreement Period" means the period shown as the Agreement Period in Part 1.
- 1.2 "Alternative Dispute Resolution" (ADR) means any form of dispute resolution which may be agreed between you and us as an alternative to court proceedings to help you and the park owner/operator resolve the dispute.
- 1.3 "Holiday Home" means the lodge, caravan or Holiday Home Holiday Home described in the Holiday Home Purchase Agreement.
- 1.4 "Commission" means the payment at the agreed percentage rate (plus VAT) in the Key Terms of this Licence Agreement, that you must make to us if you sell the Holiday Home on the pitch and we issue a fresh agreement to the new owner. Clause 6 of this Licence Agreement sets out the procedure we and you must follow if you decide to

HOLIDAY HOME LICENSE AGREEMENT

sell the Holiday Home.

- 1.5 "Disconnect" means the disconnection of the caravan from the utilities and/or services on the Park.
- 1.6 "Disconnect and move" means the Disconnection and movement of the caravan whilst this Licence Agreement remains in effect (e.g. to another pitch on the park)
- 1.7 "Disconnect and remove" means the disconnection and removal of the caravan following the termination of this Licence Agreement (e.g. into storage or off the park).
- 1.8 "Disposal" means to dispose/get rid of the caravan (e.g. via sale or scrapping).
- 1.9 Exceptional Park Closure means a period during which we do not allow you to use the Holiday Home because a change in relevant laws or regulatory requirements temporarily prevents us from doing so
- 1.10 Exceptional Withdrawal of Services. means a period during which we do not allow you to use some of the Pitch Services, or the Park Services, even though we allow you to use the Holiday Home because a change in relevant laws or regulatory requirements temporarily prevents us from doing so
- 1.11 "Family Member" means your spouse, civil partner, parent, grandparent, child, grandchild, brother or sister, and the spouse of any of those persons and treating the stepchild of any person as his child.
- 1.12 "Hire or Hiring out" means the act of obtaining payment (whether in cash or in kind) for the use of the Holiday Home by persons (other than you).
- 1.13 "Independent Surveyor" means a surveyor appointed for the purpose of determining any dispute under clause 9 of this Licence Agreement.
- 1.14 "Inflation" means the movement of the General Index of Retail Prices published by the Office of National Statistics starting from the date of this Agreement. The expression is referred to in clause 8.4 of this Agreement on the review of the annual pitch fee.

If it becomes impossible to measure Inflation by means of the General Index of Retail Prices then we agree to do so by some other index having a similar purpose published by a public body.
- 1.15 "Park Rules" means the rules of conduct and practice issued by us from time to time and applicable to the use of the Holiday Home and other facilities at the Park. A copy of the Park Rules in force at the date of this Licence Agreement is attached.
- 1.16 "Park Services" means any service (other than a Pitch Service) which we have promised to make available without a separate charge to you.
- 1.17 "Pitch" does not include any part of the Park except that on which the Holiday Home stands.
- 1.18 "Pitch Services" means the services that we provide for you and which are listed in Part 1.
- 1.19 "Pitch Fee Review Date" means the day set out in Part 1 on which the Pitch Fee is changed under clause 8 below.
- 1.20 "Site Licence" means the caravan site licence applicable to

the Park issued to us by the local authority under Section 3 of the Caravan Sites and Control of Development Act 1960 and other relevant statutes.

- 1.21 "Away Resorts/we/our/us" means the Park Owner described in Part I.
- 1.22 "you/your" means the Holiday Home Owner/Buyer described in Part I. If a finance company is named as the Owner/Buyer, then "you/your" means the person(s) (whose details appear in the finance agreement) who bought the caravan. Where there is more than one person described as the Holiday Home Owner in this Licence Agreement each is fully responsible and jointly and severally liable for the obligations under this agreement. This means that each person could be held liable for the debts of all.

2. Permission to keep the Holiday Home on the Pitch

- 2.1 We permit you throughout the Agreement Period to keep the Holiday Home on the Pitch at the Park in accordance with the terms of this Agreement and to use it for holiday and recreational purposes during the period each year described in Part 1, except during an Exceptional Park Closure.
- 2.2 This Licence Agreement is personal to you and may not be assigned or transferred to any other person:
 - a. The Licence Agreement comes to an end when you sell or transfer the Holiday Home to anyone else including a Family Member.
 - b. However, we will give a new Licence Agreement on the terms set out in clauses 6 and 7 below, giving equivalent permission to keep the Holiday Home on the Pitch on terms no less favourable than those contained in this Licence Agreement:
 - * To a buyer who is approved by us, or
 - * To a Family Member who is approved by us to whom you give the Holiday Home, or
 - * To a Family Member who is approved by us and who inherits the Holiday Home.
 - c. We will undertake any enquiries under this clause with reasonable diligence and we will notify you of our approval, or, in writing that our approval is to be withheld, as soon as is reasonably practicable. We will only withhold approval of a prospective buyer or Family Member on reasonable grounds. If this is the case we will tell you what these are and any subsequent dispute will be dealt with under clause 16.1.
 - d. The benefits of any payment made in relation to the pitch fees and charges made under the previous Licence Agreement will be transferred to the new Licence Agreement.
- 2.3 This Licence Agreement does not entitle you to purchase any alternative or replacement Holiday Home except in the event of a total loss of the Holiday Home by fire or some similar occurrence. You will then be entitled to arrange for us to site a replacement Holiday Home of a similar type and size as the Holiday Home.
- 2.4 We will not be liable to you for any loss or damage to the Holiday Home or its contents unless the loss or damage has been caused by any negligence of Away Resorts, or our employees.

HOLIDAY HOME LICENSE AGREEMENT

3. Our Obligations

We will provide you with clear information each year, free of charge, on those compulsory charges, in addition to Pitch fees, which you are required to pay to us under this Licence Agreement as a Holiday Home owner on the Park. Fees for any other chargeable maintenance and other services that we provide will be available on request.

We agree with you as follows:

- 3.1 We will provide, maintain and keep in good state of repair the Pitch Services to the Holiday Home except where these have to be interrupted for the purposes of repair or for other reasons beyond our control such as interruptions in the supply of services to us or because an Exceptional Withdrawal of Services is necessary.
- 3.2 We may make reasonable changes to the Pitch Services and/or to the Park Services provided these changes do not materially reduce their quality. Our changes may reflect changes in relevant laws and regulatory requirements or implement minor technical adjustments and improvements, for example to address a health and safety risk.
- 3.3 We will move the Holiday Home from the Park or the Pitch only in accordance with the provisions of clauses 9, 11 and 13.
- 3.4 We will notify you of any changes to the Park Rules in writing as outlined in clause 14.
- 3.5 We will comply with our obligations if you terminate this Licence Agreement under clause 12.
- 3.6 We will insure the Park against usual third party risks to a minimum of £2 million per claim.
- 3.7 We will hold a key on your behalf in a secure key cabinet at the park. This will be released to you as the owner on request, or in your absence to a third party for a specific purpose, e.g. for maintenance purposes, only with your prior written agreement, or, in case of emergency or for urgent safety reasons, to a staff member.
- 3.8 In the interests of safety and security we will patrol the park from time to time. However, it is impractical for us to guarantee security of your property and we do not do so.
- 3.9 We may carry out annual safety checks on the Holiday Home in accordance with the provisions of clause 4.7.

4. Your Obligations

You agree with us as follows:

- 4.1 To comply with the terms of this Licence Agreement and the Park Rules.
- 4.2 To use the Holiday Home only for holiday and recreational purposes and not as your only or main permanent residence. This means that you must at all times have a permanent residence elsewhere which is available for you to use. You agree to produce to us in response to a written request satisfactory proof that your main residence is at the address registered with us (set out in Part 1 of this Licence Agreement). For example, we may ask you for a current council tax bill or utility bill or driving licence in your name. You agree to inform us in writing of any change in your permanent address.
- 4.3 Not without our written agreement (which we will not withhold unreasonably) to own or have any legal or beneficial interest in

more than one holiday home on the park at the same time.

- 4.4 To comply with the rules in Part 1 about hiring out your Holiday Home, and commercial activities.
- 4.5 To pay the Pitch Fee and other charges due to us on the days set out in Part 1.
- 4.6 To pay to us interest at 3% per annum over base rate of Barclays Bank plc on any undisputed sums that are overdue.
- 4.7 To continually maintain insurance cover for the Holiday Home against all usual risks including fire, explosion, storm or flood, theft or attempted theft, escape of water from any fixed domestic water or heating installation, malicious acts of vandalism, water freezing in any fixed domestic water or heating installation, etc.
 - a. The sum insured for loss of or damage to the Holiday Home shall include the following:
 - * the retail price on the Park of a new Holiday Home of a similar type and size to the Holiday Home, or the market value of the Holiday Home.
 - * the cost of replacing any existing ancillary structures (for example steps),
 - * the cost of clearing wreckage from the Pitch and disposing of the Holiday Home destroyed by fire, natural disaster or other similar occurrence, and
 - * the cost of delivery, siting and connecting a new Holiday Home (if not included in the retail price).
 - b. The sum insured for Property Owners Liability, Public and Employees Liability shall not be less than £2,000,000.
 - c. Unless you insure through our agency you agree to provide proof of insurance by providing us with a copy of your insurance details each year. We are entitled to, and may, charge a reasonable annual fee to check that adequate cover is in place and for maintaining administration records, copying and invoicing.
- 4.8 To keep the Holiday Home in a good state of repair and condition both visually and structurally and so as to retain its mobility and in a safe, habitable state including the repair and maintenance of all installations and appliances and undertaking and/or commissioning all relevant periodic safety checks as appropriate. Valid copy of electrical safety certificates is to be provided to us upon request.
- 4.9 Not to do or omit to do anything which might put us in breach of any condition of the Site Licence, which is available on the park in a conspicuous place, and to comply with all statutory requirements (including any relevant planning permissions) in relation to the Holiday Home and its installations and furnishings. For example, the conditions of the site Licence which are likely to affect you are those requiring the space between Holiday Homes to be kept clear, those prohibiting combustible structures between Holiday Homes, those regarding car parking and those requiring the undersides of Holiday Homes to be kept clear at all times.
- 4.10 Not to carry out any building works at the Park or to erect any extension to the Holiday Home or, without our written permission, to erect any hut, fence, structure, TV aerial or clothes line, or to connect any services or utilities to the Holiday Home. We will only withhold our consent to such works on reasonable grounds.

HOLIDAY HOME LICENSE AGREEMENT

- 4.11 To maintain health and safety and the ambience of the Park, if written permission is given to alter or add to the Holiday Home or Pitch, you must use the services of one of a list of suppliers and contractors approved by us (which shall number at least 5) or such other supplier as we may reasonably consider suitable.
- 4.12 To give us written notice of any work to be carried out to the Holiday Home by external contractors at least seven days before the contractors start work (or in the case of emergency, as much notice as possible) and, to ensure all contractors employed by you provide us with the relevant documentation so that we can check their insurance and competence in order to maintain a safe environment on the Park.
- 4.13 To permit us to disconnect, disconnect and move or disconnect and remove the Holiday Home from the Pitch in accordance with the rights we have under clauses 9, 11 and 13 of this Licence Agreement
- 4.14 You have an obligation to arrange with us the disconnection and removal of the Holiday Home from the Park following the expiry of the Agreement Period (for whatever reason) in accordance with clause 13.1 unless we have agreed to enter into a further agreement. To maintain standards on the Park and to prevent damage to the Park and its installations, any work in disconnecting or removing the Holiday Home (even after termination of this Licence Agreement) must be done by us or by our contractors. You agree to pay us for disconnecting and removing the Holiday Home from the Park or for disconnecting and moving the Holiday Home (e.g. to another park) at your request. Our charges will be reasonable and based on the time spent and the work done and shall not exceed those of a written quotation for any work in disconnecting and moving or removing the Holiday Home. If within 14 days of receiving our written quotation, you provide us with a written quotation for the same work to be carried out by a suitably qualified and appropriately insured contractor(s), we will charge you no more than the contractor(s) quotation for the work.
- 4.15 To comply with the provisions of clauses 6 and 7 below when selling or gifting the Holiday Home or when it is inherited.
- 4.16 To use the Holiday Home only during the period of year indicated in Part 1 of this Licence Agreement.
- 4.17 You permit us to enter the Holiday Home for any reasonable purpose such as in an emergency, or for security reasons, or to prevent the Holiday Home being or becoming a hazard or nuisance.
- 4.18 To comply with any requirements contained in Part I as to hiring out the Holiday Home and allowing stays by Family Member and friends.
- 4.19 To take responsibility for your personal belongings and equipment. Do not leave property unattended or unlocked. We strongly recommend appropriate insurance for all personal belongings including cycles, hot tubs, scooters etc is obtained. We accept no liability for any accident, theft, loss or damage to your property unless this has been caused by our negligence.
- other Holiday Homes and accommodation at the Park.
- 5.2 To supervise children and pets properly, so that they do not become a nuisance or danger to themselves or others.
- 5.3 Not to:
- 5.3.1 Commit any criminal offence at the Park or use the Holiday Home in connection with any criminal activity.
- 5.3.2 Commit any acts of vandalism or nuisance.
- 5.3.3 Use fireworks.
- 5.3.4 Keep or carry any firearm or any other weapon at the Park.
- 5.3.5 Use any unlawful drugs.
- 5.3.6 Create undue noise or disturbance.
- 5.3.7 Carry on any trade or business at the Park, for example by helping any other owner to hire out their holiday home in return for payment or reward to you (even where the other owner's agreement with us allows them to do so).
- 5.3.8 Interfere with any commercial aspect of the park, for example by hiring out your Holiday Home other than through our agency (which is a breach of this agreement) or by helping any other owner to hire out their holiday home on any basis.
- 5.3.9 Represent to any person that you have any commercial association with the park or Away Resorts. For example, without our written permission (which we will not withhold unreasonably) you may not use any of our marketing materials, or any text or images from our website or any other social media website, for any purpose.
- 5.3.10 Permit to occupy the caravan anyone who to your knowledge:.
- 5.3.11 Has committed a sexual offence against a child (other than one that is spent by reason of the Rehabilitation of Offenders Act 1974);
- 5.3.12 Is subject to the notification requirements of the Sexual Offences Act 2003 (as amended) ("on the sex offenders register")
- 5.3.13 Has been issued with a Risk of Sexual Harm Order or a Child Abduction Notice.
- 5.4 You accept that any breach of these behaviour standards may bring about the termination of this Licence Agreement. Termination by us is dealt with by clause 11. Any serious breach may result in termination of this Agreement under clause 11.1.

6. Selling the Holiday Home

- 6.1 You may sell the Holiday Home in one of three ways:
- To us if we agree.
 - Or on the Pitch to a buyer approved by us in accordance with the provisions of clause 6.2.
 - Or off the park so long as you arrange the removal of the Holiday Home through us and pay our charges for disconnecting and removing the Holiday Home from the Pitch in accordance with clause 4.12 above.
- 6.2 You agree the procedure for selling the Holiday Home on

5. Behaviour Standards

By entering into this Licence Agreement you agree for yourself and all people who use or visit the Holiday Home (including in each case children in their party) to adopt the following standards of behaviour:

- 5.1 To act in a courteous and considerate manner towards anyone visiting, using or working on the Holiday Home or the Park including us, our staff, other customers of ours and users of

HOLIDAY HOME LICENSE AGREEMENT

the Pitch as follows:

- a. You agree to write and tell us if you are putting the Holiday Home on the market for sale while it remains on the Park and to write to us again if you change your mind and decide not to sell the Holiday Home. You agree to tell us in writing whether the Holiday Home is subject to finance and if it is, to provide us with the name of the finance company and the reference number of the finance agreement.
- b. We will issue you with a Private Sale Agreement that acts as our only method of granting you formal approval to proceed with the sale of your Holiday Home.
- c. You arrange all relevant safety checks by suitably qualified and appropriately insured contractors, for example for electrical installations, to ensure the safety of the Holiday Home and produce the certificates to us on request.
- d. You market the Holiday Home and find a buyer. You agree to write to us telling us the price at which you intend to sell the Holiday Home to your buyer. We are entitled to buy the Holiday Home from you, at that same price, without charging you any Commission during the seven days after our receiving your letter. If we wish to buy the Holiday Home under this arrangement, we will notify you in writing by first class post. If we buy the Holiday Home from you in this way, we may only deduct from the purchase price we pay to you sums which are lawfully due to us under this Licence Agreement and any sum needed to settle outstanding finance. We shall send you the payment for the Holiday Home within seven days after sending you notification of our decision to purchase the Holiday Home.
- e. If we decide not to purchase the Holiday Home, you agree to allow us to vet your prospective buyer by seeking suitable references and carrying out the enquiries we consider to be appropriate. As such, you agree to inform us of the name and address of your prospective purchaser. If we wish to we may require a meeting with your buyer in person. We will undertake any enquiries under this clause with reasonable diligence and we will notify you of our approval, or, in writing that our approval is to be withheld, as soon as is reasonably practicable. We will only withhold approval of a prospective buyer on reasonable grounds. If this is the case we will tell you what these are and any subsequent dispute will be dealt with under clause 16.1.
- f. The transaction must be conducted through our office. We will receive all purchase moneys from your buyer and will promptly pay and account to you for the same, subject to deduction of any sums that are lawfully due to us under this Licence Agreement, discharging any finance outstanding on the Holiday Home of which you have notified us in writing and payment to us of the Commission and VAT.
- g. Where we have approved your buyer and the sale has been transacted, we will give him a new agreement for the length of time the Agreement Period is still to run. The Agreement will not contain your Loyalty Discount. In other respects the new agreement will contain no less favourable terms to your buyer than this Licence Agreement.
- h. Before we issue the new agreement to your buyer we will charge you a Commission at the percentage rate (plus VAT) stated in Part 1 of this Licence Agreement of the price paid for the Holiday Home as explained in clause

- i. unless we are proven to be in serious breach of our obligations under this Agreement
- j. Apart from the Commission, we will not make any other charges to you or to the buyer of the Holiday Home without your or the buyer's express agreement or unless additional rights or services are agreed between the parties.

6.3 The rights to sell the Holiday Home contained in this clause 6 may be exercised by your personal representatives after your death.

7. Giving the Holiday Home away

- 7.1 You have the right to make a gift of the Holiday Home to a proven Family Member including on your death either by will or as the result of the operation of the law relating to intestacy as long as we approve the Family Member who receives the gift.
- 7.2 If you give the Holiday Home to a Family Member or a Family Member inherits the Holiday Home following your death, the Family Member may apply to us for an agreement to keep the Holiday Home on the pitch on the Park, provided that:
- * the Family Member permits us to seek suitable references and to carry out appropriate enquiries.
 - * the Family Member attends a meeting with us should we require one, and
 - * we are reasonably satisfied that the Family Member will comply with equivalent obligations to your obligations under this Licence Agreement.

We will give that Family Member an agreement for the term of the Agreement Period which then remains unexpired, and otherwise containing no less favourable terms to the Family Member as this Licence Agreement is to you, without charge. The Agreement will not contain your Loyalty Discount.

- 7.3 The rights contained in this clause 7 do not affect the right of your personal representatives to sell the Holiday Home in accordance with the procedure set out in clause 6 above as if "you" in that clause referred to the personal representative(s).
- 7.4 We will undertake that any enquiries that we may make under this clause are carried out with reasonable diligence and we will notify you of our approval, or, in writing, that our approval is to be withheld, as soon as is reasonably practicable. Our approval will not be unreasonably withheld. If approval is withheld we will tell you why and any subsequent dispute will be dealt with under clause 16.1.

8. Review of Pitch Fees and other annual charges

- 8.1 On the Pitch Fee Review Date we are entitled to change the Pitch Fee and any other annual fee you may pay, such as a hot tub fee ("Annual Fees" below refers to all your annual fees, including the Pitch Fee). We must give you at least 30 days' notice in writing before the Pitch Fee Review Date of a proposed change in any Annual Fee.
- 8.2 We will give you a written explanation of the reasons for any change that is proposed.
- 8.3 Any proposed change will become payable with effect from the Review Date in accordance with the criteria set out in 8.4 below:
- a. If you object to the proposed increase you must write to us

HOLIDAY HOME LICENCE AGREEMENT

within 30 days. Until the reviewed fee is determined, you will continue to pay the fee at the rate which was last payable under this Licence Agreement

- b. You will pay any shortfall between the rate at which fees have been paid and the reviewed rate within 30 days after the reviewed fee has been determined
 - c. The question of the amount of the reviewed fee will be determined either by agreement between you and us, or dealt with as a dispute under clause 16 below.
- 8.4 We will review the Pitch Fee having regard to the following criteria:
- a. Any charges that are not within our control such as rates, water charges and other charges paid to third parties, including those caused by a change in the law or rates of taxation.
 - b. Inflation.
 - c. Sums spent by us on the Park and/or its facilities for the benefit of the owners of Holiday Homes.
 - d. Changes in our operating costs including those brought about by changes in the law or regulatory change and by taxation.
 - e. Market rates.
- 8.5 We will review other Annual Fees having regard to criteria (a), (b) (c) and (d) in clause 8.4 as they apply to those fees
- 8.6 Clause 16 below applies in the event of dispute over a proposed increase in the Pitch Fee.
- 8.7 Where we review our charges so that you pay a separate charge for a service that was previously supplied and paid for through the Pitch Fee, we shall be obliged to reduce the Pitch Fee by an amount equivalent to the cost to us of supplying that service.

9. Moving the Holiday Home

- 9.1 Within the Agreement Period, we may wish to disconnect and move the Holiday Home to another part of the Park and this clause sets out the basis on which we may do that, for example because we are redeveloping an area of the Park, or installing some facility, or are required to comply with a Local Authority Site Licence condition, or for access to an area of the Park which cannot reasonably be gained by any other route.
- 9.2 We are allowed to disconnect and move the Holiday Home for the purposes of redevelopment and/or maintenance of the Park and when this happens we will give you at least 30 days' notice in writing. If the Holiday Home has to be moved because of some emergency or because of works to be carried out by a third party over whom we have no control, such as a water supply company or other utility company, we will give you as much notice as we can.
- 9.3 We will ensure that any temporary move to an alternative pitch of similar quality will be as short as reasonably practicable for the redevelopment and/or maintenance work.
- 9.4 We will be responsible for all reasonable costs incurred in disconnecting and moving the Holiday Home.
- 9.5 Following the disconnection and movement of the Holiday Home, we are entitled to return the Holiday Home to its original Pitch, or to site it permanently on another pitch. If the consequence of the redevelopment or maintenance work is that the original pitch is less pleasant, or if the move is

permanent, we must offer an alternative pitch of similar quality to the original pitch as it was before the move.

- 9.6 Any dispute arising under clause 9.5 above as to the pleasantness of the alternative Pitch or the question of whether the original Pitch is of similar quality by reason of the development may be referred to an Independent Surveyor or dealt with under clause 16.1 of this Licence Agreement.

10. Termination of the Licence Agreement

- 10.1 The Licence Agreement may come to an end in any of the following ways:
- a. By you giving us notice in writing of your wish to end it, or
 - b. Because the Agreement Period has come to an end, or
 - c. By the sale of the Holiday Home or otherwise by you losing ownership of it, or
 - d. By us terminating it because you have breached your obligations under this Licence Agreement.

11. When we may terminate the Licence Agreement

- 11.1 If you are in serious breach of your obligations under this Licence Agreement and the breach is not capable of being remedied, or is such that it causes a breakdown in the relationship between you and us, for example violence or intentional damage to property, we will serve upon you reasonable notice in writing to terminate this Licence Agreement. In deciding what period of notice is reasonable we shall have due regard to the nature of the breach and all other relevant circumstances.
- 11.2 If you are in breach of any of your obligations under this Licence Agreement which is capable of being remedied, e.g. a failure to comply with the behaviour standards in clause 5, or a failure to repair the Holiday Home (clause 4.8), or to pay Pitch Fees or other charges promptly (clause 4.5), we will write to you, specifying the breach(es) and asking you to remedy the breach(es) within a reasonable and specified time (e.g. the breach(es) must be remedied within at least 30 days of receiving the notice). If you do not comply with that warning and the breach is either serious and/or amounts to a persistent breach of your obligations which taken individually would be minor but which taken together cause a breakdown in the relationship between us, we are entitled to disconnect the caravan and write to you to terminate the Licence Agreement and to require you to make arrangements with us for the removal of the Holiday Home from the Park within 30 days

12. When you may terminate the Licence Agreement

- 12.1 You are entitled to bring this Licence Agreement to an end by writing to us giving us not less than 30 days' notice. However, if we have breached our obligations to you under this Licence Agreement and if as a result you are entitled to end this Licence Agreement you may give us a lesser period of notice but should still give us as much notice as possible.

13. The consequences of termination of the Licence Agreement

- 13.1 You will arrange with us for the disconnection and removal of the Holiday Home and all other property of yours from the Park within one month after termination of this Licence Agreement however that comes about. In accordance with clause 4.13 above any work in disconnecting or removing the Holiday Home must be done by us or through our contractors for which you agree to pay us our reasonable costs. Payment of our costs

HOLIDAY HOME LICENSE AGREEMENT

in the disconnection and removal or movement of the Holiday Home will not be sought if we are proven to be in serious breach of our obligations under this Agreement.

13.2 If following termination of the Licence Agreement you fail to arrange the disconnection and removal of the Holiday Home through us, we are entitled to disconnect and move it off the pitch or remove it off the park ourselves after giving you not less than 14 days' notice in writing of our intention to do so. We are also entitled to charge you storage costs from the date of termination. In these circumstances you authorise us to dispose of or sell the caravan (at a price not less than the price determined by a recognised caravan industry valuation guide). We will account to you for the sale proceeds minus the costs we incur (acting reasonably) in disconnecting, moving/removing and disposing or selling the caravan and any sum we are entitled to deduct under clause 13.6. Where a 'book value' (valuation) is not available (e.g. because the caravan is not listed), we will seek the best sale price reasonably achievable in the circumstances (e.g. best bid from two traders).

We have the right to exercise a general lien (i.e. the right to take possession of and to prevent you from gaining access to, using or moving the caravan whilst on the park) until such time as any undisputed sums which are due from you to us under this Licence Agreement are paid. If, following the termination of the Licence Agreement, you fail to pay us any sums which you owe to us under this Licence Agreement, we shall be entitled to sell or otherwise dispose of the caravan and its contents after giving you not less than 14 days' notice in writing of our intention to do so. Following any sale of the caravan and its contents by us we will repay any sale proceeds to you after deducting any sums due to us under this Licence Agreement, and any reasonable legal or other expenses incurred in the disconnection, removal, disposal and or sale of the caravan.

13.3 Where you have terminated the Licence Agreement, and the date of termination is not later than 31 August, we will repay to you on the scale set out below any Pitch Fees (excluding Rates) and other charges that you have paid us for a period after the Licence Agreement has ended, less any sums properly due to us.

Where the date of termination is after 31 August, no refund is due.

Months since due Payment date	Percentage refund due to you
Up to 28th/29th st February	80%
March	70%
April	60%
May	50%
June	40%
July	30%
August	20%
After 31st August	No refund

13.4 The scale of percentage refund payments set out above does not prejudice any further action you take against us if we are proven to be in breach of our obligations under this Agreement.

13.5 Where we terminate the Licence Agreement, we will repay to you on the same scale set out in the table 13.3 above in full.

13.6 We have the right to retain the Holiday Home until you have paid any undisputed sum due to us on termination of this Licence Agreement. See clause 13.2.

14. Park Rules

14.1 It may be necessary or desirable to change the Park Rules from time to time including for reasons of Health & Safety, or the efficient running of the park, or environmental issues, or regulations imposed upon us, in which case we will notify you in writing at your current address.

14.2 Any changes made to the Park Rules after the signing of this Licence Agreement will not affect anything else to which you are entitled under this Licence Agreement

15. Hiring out the Holiday Home, and use by Family Members and friends

15.1 Part 1 of this Licence Agreement makes it clear that you can hire out the Holiday Home exclusively through our agency.

If you do hire out the Holiday Home, or if you exercise the right also given in Part 1 to allow use without charge by Family Members and friends for up to the specified number of stays per year, you must ensure that all relevant safety checks as set out in the Health & Safety section of Park Rules are completed prior to any stay and that copies of the safety certificates are available at the Park. It must also be made clear to any Family Member and friends that there is no association with the park or Away Resorts.

15.2 If you hire out the Holiday Home through our agency this will be on the basis of a separate agreement between us. You may not Hire out the Caravan through us during any period for which the law prevents this.

16. Disputes

16.1 In the event of a dispute that cannot be resolved between you and us, we offer access to Alternative Dispute Resolution (ADR) such as the NCC Informal Dispute Resolution Service (NCC IDRS). We will tell you about this. In the event of a dispute we will also comply with the complaint handling requirements of the NCC Holiday Park - Holiday Home Ownership Code of Practice or any other similar Code of Practice. If you prefer to use another ADR channel or to have the matter dealt with by the Courts then this Licence Agreement does not restrict your rights to do so.

16.2 We may agree between us to refer any dispute to an arbitrator as an alternative to going to court but if you prefer to go to court this Licence Agreement does not in any way inhibit you from doing so.

16.3 We may refer questions arising under clause 9 to an Independent Surveyor.

17. Severability

17.1 If any element(s) of this Agreement is (or becomes) invalid, illegal and/or unenforceable, it shall be deleted. Any deletion under this clause shall not affect the validity and enforceability of the rest of this Agreement.

18. Communications

18.1 We agree that any letters or other communications between

18.2 us shall be sent to the addresses appearing in Part I unless we have told you or you have told us of another address to be used instead. Letters and other communications will always be sent to your main residence and will not be addressed to you at the Holiday Home.

18.3 You must not register the address of the Holiday Home for the

HOLIDAY HOME LICENSE AGREEMENT

purpose of receiving post at the Park, or lead any person to believe that the Holiday Home is your main residence.

19. Statutory Rights

19.1 Nothing in these terms and conditions will affect your statutory rights relating to faulty or misdescribed goods, or poor quality services. For further information about your statutory rights contact your local authority Trading Standards Department or Citizens Advice Bureau.

20. Miscellaneous

Away Resorts will rely upon the standard written terms of the LICENCE AGREEMENT as the basis of the contract between you and us. If you require any changes or additions to these standard terms because of any agreements that have been made between you and any Away Resorts team member please make sure that you ask for these to be put in writing on the Holiday Home Purchase Agreement. In that way we can avoid any problems between you and us in the future.

20.1 Photography & Social Media

- a. From time to time, Away Resorts employs a photographer or videographer to film events and activities at our parks. You may appear in the background of these shots or even be featured or interviewed. We hope you enjoy being photographed, and in most cases we are happy to share a copy of the image with you. If you do not wish to be captured in the photos or videos, please speak with the film crew.
- b. Away Resorts reserves the right to use any images or video taken on the parks for marketing or promotional purposes, including social media. Additionally, if you post any images taken on our parks on the Away Resorts social media channels (including, but not limited to Facebook, Instagram, Twitter, Snapchat or other platform) then we reserve the right to use these for promotional purposes.

Park Rules

General

1. We will notify you on an annual basis prior to the relevant season of the dates between which your Holiday Home may be occupied for holiday use during that season, subject to the terms of your licence agreement. Holiday Homes cannot be occupied outside this period.
2. All Park grounds are communal for use by all owners or other lawful guests and visitors to the park. The area of land designated for use by a Holiday Home owner will generally be determined as the side of the Holiday Home on which the doors open.
3. Obstructions, fences or barriers are not allowed in the communal areas around the Holiday Homes because they hinder access for emergency/Park vehicles.
4. Advertisements, notices and posters must not be displayed externally or in Holiday Home windows without prior written permission from Away Resorts.
5. Vehicles, motorhomes*, touring Holiday Homes*, tents* and storage sheds must not be used as alternative or additional sleeping accommodation. Only once storage shed per pitch & subject to Pitch Improvement Policy * Accept on pitches designated for these types of accommodation.

6. Vehicles are limited to two per Holiday Home that must be parked only in the parking spaces provided and must be taxed (where used on roads including the roads on the park) and have a current MOT certificate (where applicable) and current insurance cover. The 10mph park speed limits must be observed at all times. The park roads are public highway and public highway laws apply. This means that Electric Scooters are not prohibited on the park

Please note that these rules apply to all vehicles including golf buggies and that you must also comply with any other written instructions we may give you from time to time about these vehicles.

7. No Post or deliveries should be made to the park without the prior consent of the park.
8. Telephones lines must not be installed in Holiday Homes.
9. Animals are not permitted on any part of the park except for two dogs/or one cat per Holiday Home. Dogs that present a serious danger to the public as described under the Dangerous Dogs Act 1991 or any equivalent succeeding legislation are not allowed on the park under any circumstances. Dogs and cats must be kept under proper control at all times and are not allowed into any facility buildings unless stated otherwise on those buildings. Dogs must be kept on a lead when they are not inside the Holiday Home and must not foul the communal areas of the park. All dogs and cats must be always kept under control so as not to cause a nuisance to others.
10. The content of the Company's brochures is copyright and must not be copied or reproduced. The 'Away Resorts' brand name and logo are registered copyright of the Company and must not be used or reproduced in any form.
11. All persons, including holiday home owners, their guests and tradesman must not deliberately and/or persistently use social media of any kind in a way that is calculated to be harmful or prejudicial to the company, its business nor our employees.
12. Any accident on the park must be reported to the management of the Park as soon as reasonably possible after the accident.
13. Excessive noise or loud music is prohibited on the park after 11pm.
14. Refuse must be disposed of in the relevant bins provided. Only domestic refuse is acceptable for disposal in the bins provided, waste other than this must be disposed of in an appropriate fashion by you the owner. Wherever possible please recycle as per the park guideline found within the refuse areas.

Health & Safety

- a. The owner must ensure that the Holiday Home is capable of being used safely at all times. Where the owner is given written permission to make alterations to the Holiday Home or to construct patios/decking etc. on the park land then the work must comply with relevant legislation. No combustible structures are allowed in the communal areas adjacent to Pitches.
- b. A suitably qualified and Gas Safe registered contractor must carry out any maintenance, or other work to be completed on the gas supply and the appliances contained in the Holiday Home.

HOLIDAY HOME LICENSE AGREEMENT

- c. A suitably qualified and NICEIC or ECA registered contractor must carry out any maintenance, or other work to be completed on the electrical supply and the appliances contained in the Holiday Home.
- d. The Holiday Home must be equipped with a portable fire extinguisher containing a minimum of one kilogram of dry powder and fitted with an indicator dial. If you hire out the Holiday Home through our letting scheme, or allow use by Family Members and friends, as permitted by Part 1 of this Licence Agreement, then, to comply with legislation, you must take the following action:
 - e. Ensure that the gas installation and appliances in the Holiday Home have been checked under the Gas Safety & Use Regulations and that a current certificate is on display in the Holiday Home. (*)
 - f. Ensure that a current electrical installation test certificate is on display in the Holiday Home. (*)
 - g. Ensure that all portable electrical appliances in the Holiday Home have been tested as appropriate under the PAT regulations. (*)
 - h. Ensure that the fire extinguisher has a valid test certificate. (*)
 - i. Ensure that the soft furnishings in the Holiday Home comply with the appropriate fire regulations.
 - j. Ensure that a check is carried out on the Holiday Home's smoke detector immediately prior to each use. (**)
 - k. Note: If you intend to supply a cot fitting to a child's bed, you must employ a qualified fitter of this type of accessory. (***)
 - l. If you have a hot tub then you must operate it in accordance with any health and safety guidance and any individual written instructions, we may give you from time to time.
- m. In the interests of safety on the park, Away Resorts has the right to carry out such repairs and/or replacements to the Holiday Home and any associated fixtures or structures reasonably considered by Away Resorts to be necessary. The owner shall reimburse Away Resorts for all reasonable costs incurred in carrying out such repairs and/or replacements. The safety of your family is extremely important, and we strongly recommend that the checks and tests on the Holiday Home's systems described in clauses E to K be carried out even if you do not allow others to use your Holiday Home.

Notes:

* Away Resorts can arrange for this and will advise you of the cost involved prior to the work being undertaken.

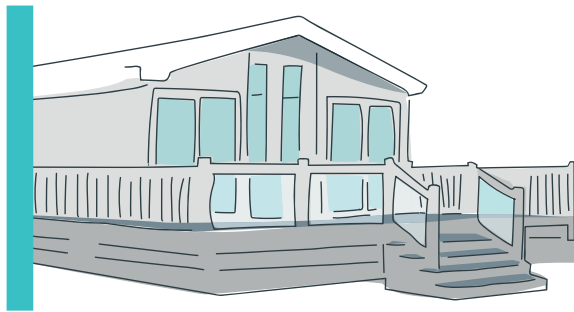
** Where the Holiday Home is being hired out under the Away Resorts scheme, we will carry this out. ** The choice of fitter must be authorised by the park.

Signatures: You should only sign this legally binding Holiday Home Licence Agreement if you fully understand its terms and conditions. Please discuss with us any terms you do not understand and check that all of the information provided is accurate and correct, and that any special arrangements that may have been agreed during the sales process are included and detailed within the 'Special Instructions' section in the Purchase Agreement, before signing. If in doubt, we would recommend that you seek independent legal advice from a solicitor or other qualified advisor before signing this agreement.

Invoice Number

Park Manager or Representative Signature:	Print Name:	Date:
BUYER(S) (all parties must sign):	Print Name:	Date:

There should be two signed copies of this agreement, one kept by the buyer and one kept by the seller (Park).



Pitch Improvements

We operate strict policies with regard to alterations to the Park, pitches and Holiday Homes to ensure that the Park remains safe, complies with legislation and is well presented at all times for the benefit of everyone on the Park. Owners have an obligation to comply with these requirements to achieve this objective and are advised not to order, purchase or make commitments to any items prior to obtaining permission for an alteration on this form. So please take a few minutes to familiarise yourself with our policies and guidelines. Thank you.

Customer Copy | 2023 - V1 15.11.22

PLEASE NOTE: Fences/Walls/Hedges/Barriers - are not permitted under any circumstances.

- ★ All areas of the Park are considered to be communal and fences/walls/hedges/barriers of any type are not permitted under any circumstances; this includes low-level fences acting as a boundary to a flower bed and items being used in a similar way such as rocks/boulders.

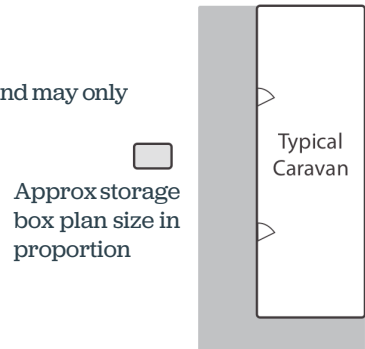
Other Items

- ★ Items such as water features, sculptures, signs, trellises, etc are not permitted.
- ★ Washing lines (including rotary lines) are not allowed and owners are requested to use an 'airer' that can be attached to their Holiday Home, details of which can be obtained at Guest Services.
- ★ Windbreaks and children's toys such as swings, slides etc are permitted for use in the daytime only provided that they do not interfere with the normal operation of the holiday park but must be removed in the evening and when the owner is away from their Holiday Home.
- ★ Patio furniture is permitted, but it must be stowed away in storage boxes in the evening or when the owner is away from their Holiday Home.
- ★ No permanent structures such as brick-built BBQ's, steps etc are allowed.

The following improvements are permitted with restrictions:

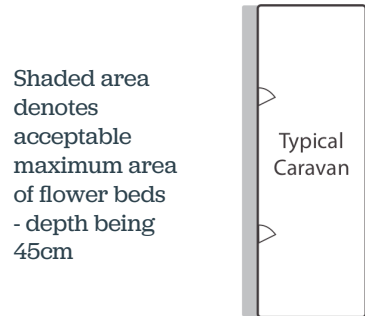
Storage Boxes

- ★ Storage boxes are to be cream/ivory in colour so that they 'blend in' with the Holiday Homes and may only be purchased from a selection of nominated suppliers via Guest Services.
- ★ Storage boxes will be metal in construction (re retardant for 30 minutes to a naked flame)
- ★ Only one storage box is permitted per pitch and you may have either an 'upright' or an 'undervan' storage box, but not both.
- ★ They must be firmly attached to a concrete base, or as specified in the manufacturer's instructions, be positioned under the Holiday Home, or either to the rear or door-side of the Holiday Home and not encroach into any other area of the Park.



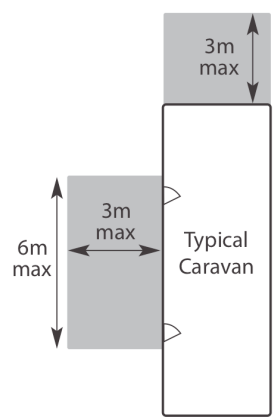
Flower Beds and Flower Containers

- ★ Flower beds are restricted to a strip of ground on the door-side of the Holiday Home only. It must not protrude more than 45 centimetres (18 inches) from the side of the Holiday Home and must not be longer than the Holiday Home.
- ★ All plants must be annual in nature; shrubs of any description are not permitted.
- ★ All areas of the park are considered communal and so owner beds/plants must not be used to indicate an owners pitch area.
- ★ Flower containers are permitted in the area described above and on verandas only and again, must not be used to indicate a pitch area.
- ★ When containers are placed on grass they should be sited on a paving slab that is flush with the level of the ground.
- ★ All owner beds and owner containers must be well maintained at all times.



Patios

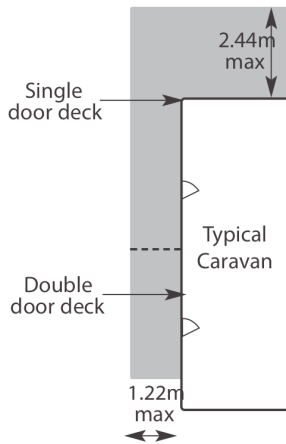
- ★ Patios, once agreed, may only be situated on the door-side or the front of the Holiday Home.
- ★ Door-side patios can be a maximum of 3 metres (9 feet 9 inches) wide by 6 metres (19 feet 6 inches) metres long.
- ★ Front-side patios must be no wider than the Holiday Home and protrude no further than 3 metres (9 feet 9 inches) from the Holiday Home.
- ★ They must be constructed on a solid base and be flush to the level of the ground.
- ★ Should Away Resorts need to gain access to underground services or need to undertake work that causes damage to your patio, reinstatement will be the responsibility of the Owner.
- ★ Whilst patios are permitted they are only acceptable for use as a patio and not car parking.
- ★ NOTE: Away Resorts will take due care in the normal operation of the Park but will not take responsibility for any damage caused to patios except where Away Resorts have been negligent.



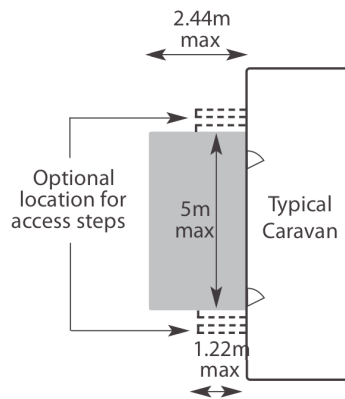
Verandas and Entrance Decks - are only allowed where spacing between Holiday Homes and location allows.

- ★ Verandas or decks are to be constructed of fire retardant uPVC and may only be purchased from selected ranges of nominated suppliers via Guest Services.
- ★ Verandas must be at least 3.5 metres from any neighbouring Holiday Home to allow access for emergency and Away Resorts vehicles.
- ★ Restrictions will be placed on verandas or decks where it is felt that the siting of other Holiday Homes may be restricted as a result of its installation or in the event that it may cause other inconvenience to Park users.
- ★ Verandas and Entrance Deck layouts must be one of the three options outlined below where spacing between Holiday Homes and location allows.

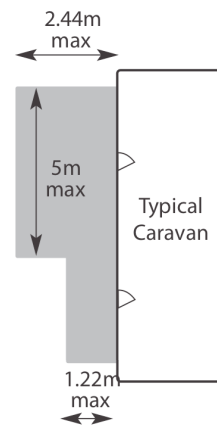
Option 1. Front Veranda and Entrance Deck



Option 2. Side Veranda and Entrance Deck



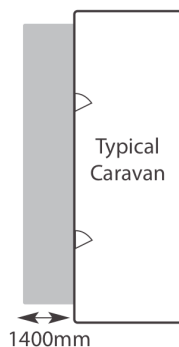
Option 3. Side Veranda Entrance Deck with Walkway



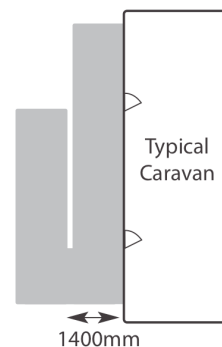
Ramps

- ★ Ramps are to be constructed of re retardant UPVC and may only be purchased from selected ranges of nominated suppliers via Guest Services.
- ★ Ramps must be at least 3.5 metres from any neighbouring Holiday Home to allow access for emergency and Away Resorts vehicles.
- ★ Restrictions may be placed on ramps where it is felt siting other Holiday Homes may be restricted as a result of its installation or in the event that it may cause other inconvenience.
- ★ Ramps must be one of the two options below. Ramps may be combined with Verandas as long as they don't exceed overall guide dimensions.

Option 1. Straight Ramp

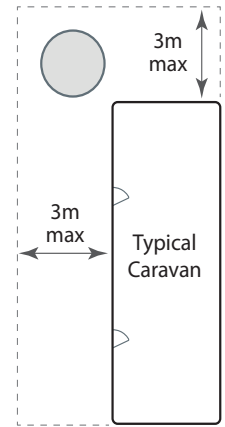


Option 1. Straight Ramp with return



Hot Tubs and Spa's

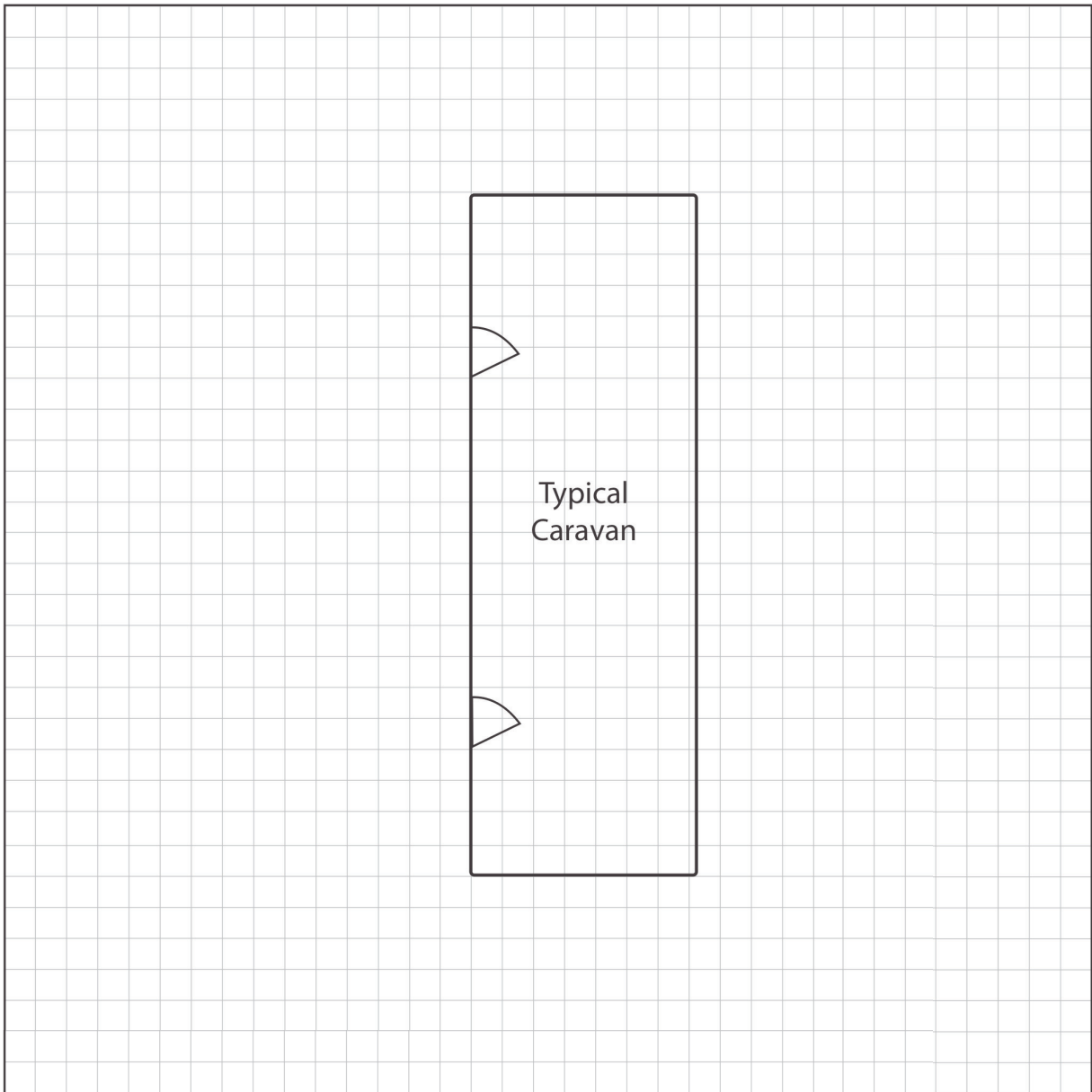
- ★ Permission should be sought before instillation. Hot Tubs may only be purchased from selected ranges of nominated suppliers via Guest Services. Whilst permission will not be unreasonably withheld, the park must have a sustainable availability of both water and electricity supply at the time of the request.
- ★ Hot tubs or spas must be situated within the area of the diagram below if your pitch allows.
- ★ Hot tubs and spas must be at least 3.5 metres from any neighbouring Holiday Home to allow access for emergency and Away Resorts vehicles.
- ★ Restrictions will be placed on hot tubs and spas where it is felt that the siting of other Holiday Homes may be restricted as a result of its installation or in the event that it may cause other inconvenience to Park users.
- ★ If hot tub or spa is installed, you will have responsibility to operate it in accordance with environmental health guidelines.
- ★ Hot tubs must be confined within a veranda space and must be managed within the current legislation.



Proposed Alterations and Improvements

- ★ Please draw your proposed improvements on the outline plan below.
- ★ This is an indicative layout and does not need to be accurately to scale.

Each square represents 0.5m2



Please use the space below to inform us of any other details or factors you would like considered with your application.

PARK..... OWNERS NAME.....

PITCH No..... DATE..... OWNERS SIGNATURE.....

APPROVED ON BEHALF OF AWAY RESORTS

NAME GENERAL MANAGER only can approve

SIGNATURE..... DATE

CONFIRMATION OF HOLIDAY HOME PURCHASE

YOUR FEES FOR THE 2023 SEASON ARE:

Pitch Fee Bands:	Full Annual Pitch Fee	* Loyalty Discount	Net Pitch Fee	Please tick applicable	
				With Loyalty Discount	Without Loyalty Discount
Introductory Pitch Fee:	£5,995.00	£1,000.00	£4,995.00		
Standard:	£7,995.00	£1,000.00	£6,995.00		
Premium:	£8,995.29	£1,000.00	£7,995.29		
Premium Plus:	£9,995.57	£1,000.00	£8,995.57		
Standard Lodge	£10,995.00	£1,000.00	£9,995.00		

Pitch Fee Year Starts:	1st February	Pitch Fee Years Ends:	31st January
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YOUR GENERAL RATES FOR 2022/2023 ARE :

£579

General Rates Year Starts:	1st April	General Rates Years Ends:	31st March
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SIGNATURES: You should only sign this legally binding Holiday Home Licence Agreement if you fully understand its terms and conditions. Please discuss with us any terms you do not understand and check that all of the information provided is accurate and correct, and that any special arrangements that may have been agreed during the sales process are included and detailed within the 'Special Instructions' section in the Purchase Agreement, before signing. If in doubt, we would recommend that you seek independent legal advice from a solicitor or other qualified advisor before signing this agreement.

Invoice Number

Park Manager or Representative Signature:	Print Name:	Date:
BUYER(S) (all parties must sign):	Print Name:	Date:

There should be two signed copies of this agreement, one kept by the buyer and one kept by the seller (Park).

CONFIRMATION OF HOLIDAY HOME PURCHASE

I acknowledge and record that the Park Manager or his/her nominee has reviewed with me the proposed Agreement and in particular:-

1. Owner Details:

I confirm that I am the Purchaser and wish to be the registered owner of the Holiday Home and that my permanent residential address is shown correctly on the Holiday Home Purchase Agreement. I acknowledge that I must give written notice of any change of address to the General Manager of the Park. (Note: Where there is more than one owner a permanent residential address must be given for each owner).

I have/will provide before handover:

	Provided	Will Provide
Photo Identification:		
Utility bill (last 3 months):		

2. Pitch Details:

I understand and have had explained to me the area in which my Holiday Home will be sited on the Park. I understand that this may be varied from time to time.

3. Pitch Services:

I understand and have had explained to me the services that are available in the area in which my Holiday Home will be sited and the charges relating to them.

4. Part Exchange Details (if applicable):

I confirm that the Holiday Home being part exchanged is correctly described.*

5. Insurance:

I have been provided with insurance policy details.

6. Holiday Home Details:

I am purchasing the Holiday Home at the price stated on the Invoice and I understand which additional items I will be entitled to for which there will be no additional charge (indicated on the invoice).

7. Future Value:

It has been explained to me that Away Resorts do not guarantee the future resale value of the Holiday Home that I am purchasing (whether sited or un-sited) and that the resale values are subject to a variety of factors but generally reduce over time.

8. Park Charges:

I am aware when the following charges are next payable, for which season they apply and when I will be invoiced.

9. Additional passes:

I have been informed about the Club & Facilities Fee payable at the park.

10. Payment of the Balance:

I understand and agree that the Holiday Home will not be occupied prior to the total amount due being paid and that I will pay any balance due as shown on the Invoice by:

Date: _____

NO OWNERSHIP RIGHTS

I have read the Licence Agreement and I understand those terms and conditions and in particular that I will not acquire any ownership, tenancy or other proprietary rights over the pitch on which the Holiday Home is sited but only a right for the Holiday Home to be sited on the park on the terms and conditions of licence.

COPIES OF DOCUMENTS

I acknowledge receipt of a copy of the following information:

1. Holiday Home Purchase Agreement
2. The Licence Agreement
3. The Park Rules
4. A Pitch Alteration Request Form
5. The Annual Park Charges List
6. A Receipt for the deposit paid of £_____
7. The Insurance Documentation
 - a. A written quotation
 - b. A Customer Prospectus
 - c. A Customer Information Leaflet
8. * The finance documents
9. * The Guide to Subletting
10. NCC Holiday Park Holiday Home Ownership Code of Practice.

* Please delete as appropriate

SIGNATURES: You should only sign this legally binding Holiday Home Purchase Agreement if you fully understand its terms and conditions. Please discuss with us any terms you do not understand and check that all of the information provided is accurate and correct, and that any special arrangements that may have been agreed during the sales process are included and detailed within the 'Special Instructions' section in the Purchase Agreement, before signing. If in doubt, we would recommend that you seek independent legal advice from a solicitor or other qualified advisor before signing this agreement.

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