

SEASONAL AND BASE PITCHES Terms & Conditions 2012

1 DEFINITIONS

1.1 The following definitions shall apply in this document:

'Base Pitch' means a Seasonal Pitch available for hire for a 12-month period, subject to The Club Terms and Conditions;

'Caravan' means a touring caravan, motor caravan or trailer tent;

'Club' means The Caravan Club Limited, whose registered number is 646027, and whose registered office is at East Grinstead House, East Grinstead, West Sussex RH19 1UA. 'Club Bye-Laws' means the document entitled 'Club Bye-Laws' which can be found in the Sites Directory & Handbook and on The Club website at www.caravanclub.co.uk;

'Club Terms and Conditions' means:

(i) these Seasonal and Base Pitches Terms and Conditions 2012;

(ii) The Club Bye-Laws;

(iii) the Site Rules;

(iv) the Caravan Code, which can be found in the Sites Directory & Handbook and on The Club website at www.caravanclub.co.uk; and

(v) the Country Code, which can be found in the Sites Directory & Handbook and on The Club website at www.caravanclub.co.uk;

'Family Member' means a family member, as defined in The Club Bye-Laws;

'Joint Member' means a joint member, as defined in The Club Bye-Laws;

'Member' means a member of The Club, as defined in The Club Bye-Laws;

'Outfit' means a caravan and towing vehicle, trailer tent and towing vehicle or a motor caravan;

'Pitch' means a demarcated area of a Site, for location of an Outfit for recreational purposes as permitted by The Club Terms and Conditions;

'Seasonal Pitch' means a Pitch made available by The Club to Members for hire for a specified period, subject to The Club Terms and Conditions;

'Site' means a location for use as a caravan site operated by The Club which may contain Base and/or Seasonal Pitches;

'Site Rules' means the document entitled 'Site Rules', which is published in the Sites Directory & Handbook and on The Club website at www.caravanclub.co.uk; and 'Warden' means the warden of a Site.

2 APPLICATION OF TERMS AND CONDITIONS

2.1 The Club Terms and Conditions apply to all Members who hire a Seasonal or Base Pitch.

3 PURPOSE

3.1 The Club is a recreational club for touring caravanners. Seasonal and Base Pitches are a concessional facility for Members who wish to make use of their Outfits on specific Sites, but who are either unable or unwilling to tow them to and from those Sites at frequent intervals.

3.2 Seasonal and Base Pitches are therefore available for recreational purposes only.

4 ALLOCATION OF PITCHES

4.1 Subject to paragraph 4.2, Members may select a Seasonal Pitch or Base Pitch from those not occupied at the time they bring their Outfit to the Site. Please note the majority of Seasonal pitches are on grass.

4.2 In the event of any dispute relating to a Seasonal or Base Pitch allocation, or where Member selection of a Seasonal or Base Pitch is not possible due to the requirements of a particular Site or on particular occasions, the Warden will allocate Seasonal or Base Pitches, as the case may be.

4.3 The provisions of this paragraph 4 will apply the first time the Outfit is brought to the Site and each time thereafter. There is no guarantee that a Pitch selected by or allocated to a Member at a Site on one occasion will be available to that Member on any future occasion or occasions, including after a tow-off period.

5 USE OF CARAVANS ON SITE

5.1 The fee covers use of the outfit by 2 adults, any dependent children, and electric hook-up where applicable.

5.2 Sites are for recreational purposes, NOT residential purposes. When on Site, the Caravan may therefore be occupied for recreational purposes only.

5.3 The Caravan may be occupied for a maximum of 21 nights for any one visit. After any one visit of 21 successive nights the Member and any other persons staying in the Caravan must vacate the Caravan and the Site and there must be an interval of not less than 48 hours before a return visit to the Caravan.

5.4 After each continuous length of stay on site, prior to leaving, all Seasonal and Base Pitch holders must return their barrier cards, (where applicable), in to reception or inform the Warden of their departure. On each return stay to site, all Seasonal and Base Pitch holders must notify the Warden on arrival.

6 TOWING OFF

6.1 For Seasonal and Base Pitches where the specified hire period exceeds 12 weeks, Members are required to remove their Outfit from the site for one 24 hour period during the occupancy of their Seasonal or Base Pitch. The Outfit must have been brought to the site before complying with the tow off period. The tow off must be carried out no later than 8 weeks before the end of the specified hire period.

6.2 Any Member who has failed to satisfy the relevant towing off condition by the relevant time will be notified in writing of such and requested to tow off within 48 hours. Failure to do so will be considered to be a breach of the Club Terms and Conditions and as such the Club is entitled to terminate the hire of the Seasonal or Base Pitch and require the Member to remove their Outfit immediately. In such circumstances the Member will not be entitled to a refund.

7 PITCH USE AND MAINTENANCE

Storage

7.1 Nothing may be stored beneath the Outfit.

7.2 Pitches should be kept as clean and tidy as possible at all times. Assessment of the cleanliness and tidiness of a Pitch will be at the Warden's discretion, to be exercised reasonably. Any uncleanliness or untidiness will be notified to the relevant Member and a reasonable period allowed for such to be remedied. Any borderline cases or dispute relating to cleanliness and tidiness of the Pitch will be dealt with in accordance with The Club's complaints procedure, which is set out in The Club Bye-Laws/Site Rules.

Gardens

7.3 Nothing may be planted or grown on or in the vicinity of any Seasonal or Base Pitch.

Gas Bottles

7.4 For safety reasons, only gas bottles that fit in the Caravan gas locker are permitted when the Member is not on Site.

Electric Hook-up

7.5 Seasonal Pitch agreements may include electric hook-up facilities and where this is the case, the fee will be inclusive of electric hook-up. Where an electric hook-up is not available on a Seasonal Pitch a Member may, subject to availability, book an EHU touring pitch, and move to it, incurring the full touring pitch fee and per capita charges applicable to that touring pitch (in addition to the fees payable for the Seasonal Pitch).

7.6 When the Outfit is not occupied the electric hook-up must be disconnected and the electric cable stored.

Awnings & Other Temporary Structures

7.7 Awnings may be erected, but for safety purposes all awnings must be dismantled when the Member leaves the Site at the end of a visit. This includes other temporary structures, e.g. tv aerials.

7.8 To preserve the grass, in accordance with Site Rules, groundsheets and side flaps of tents and awnings must be raised at regular intervals and/or as reasonably requested by the Warden.

7.9 Members must take reasonable care not to cause damage to grass by use of awnings or other external items of a Member's Outfit.

Cars

7.10 A car may only be left at a Site when a Caravan sited on a Seasonal or Base Pitch is occupied. Visitors to the Site may leave their cars in the Visitors' car park in accordance with the Site Rules.

7.11 The parking of cars during periods of Caravan occupation shall be in accordance with the Site Rules.

8 MOVEMENT OF OUTFITS

8.1 On reasonable notice from the Warden, Members may be required occasionally to move their Outfit due to maintenance and/or development requirements, including, if required by utility companies, to enable the ground under the Outfit to be 'aired', the grass to grow, grass cutting to take place and tree maintenance.

8.2 In the event of a hazard or emergency, such as fire, high winds, flooding or water logging, the Warden may need to move or arrange for the Outfit to be moved

immediately to another area or Pitch on the same Site or off the Site. In such circumstances, the Warden will, if possible, give the Member as much notice of such requirement as possible.

8.3 Once the maintenance and/or development requirements have been satisfied or completed or there is no longer a hazard or emergency, the Member will be entitled to return the Outfit, where possible, to the original Pitch. Where this is not possible, the Member will be required to move the Outfit to another Pitch, as comparable to the original Pitch as possible. Please see paragraph 12 in relation to refunds.

8.4 Wheels must not be removed from the Outfit.

9 STANDARD OF OUTFIT

9.1 In order to maintain visual standards, only Outfits in a good state of repair and condition, adequately maintained and clean, will be allowed into and to remain on the Site.

9.2 Assessment of such standards will be at the Warden's discretion, to be exercised reasonably. Any failure to meet such standards will be notified to the relevant Member and a reasonable period allowed for such failure to be remedied. Any borderline cases or dispute relating to the standard of the Outfit will be dealt with in accordance with The Club's complaints procedure, which is set out in The Club Bye-Laws/Site Rules.

10 SUB-LETTING OR LENDING

10.1 Seasonal and Base Pitches may only be occupied when the Member, Joint Member or Family Member, (who are listed on the membership) and their dependants are present. Bookings are non-transferable, either between Members or Sites.

10.2 Joint and Family Members, (who are listed on the membership), are allowed to use the Outfit when the Member is not present, at no additional charge.

10.3 If the Outfit is at a Site which accepts non-Members, any person who is a guest of a Member can use the Outfit provided the Member or Joint or Family Member, (who are listed on the membership), is present. Such guests will be required to pay the relevant fee per person per night, as specified in the Essential Guide to the Caravan Club Network 2012.

10.4 If the Outfit is at a Site which accepts Members only, guests of a Member are not allowed to stay overnight unless the Member is present and the guests are Members of The Club in their own right. Guests who are non-members may visit the Member or Joint or Family Member during the day only.

11 SITE FEES

11.1 **For a Base Pitch:** for bookings in respect of Base Pitches available from 1 January 2012, the annual fee (which is set out in the Essential Guide to the Caravan Club Network 2012 and includes 20% VAT) is due on 1 January 2012. Payment of such fee must be made in one of the following four ways:

- **in full** by providing Visa or MasterCard details to the Club before 31 December 2011;

- **in full** by cheque made payable to The Caravan Club, to be received before 31 December 2011;

- **in full** by one single payment by direct debit, bank details to be received before 08 December 2011; or
 - **by four consecutive equal monthly instalments**, bank details to be received before 08 December 2011.

If the annual fee has not been received in full or arrangement made for it to be paid by direct debit by 31 December 2011, The Club will be entitled to terminate the hire of the Base Pitch and the Outfit must be removed from the Site immediately.

11.2 **For a Seasonal Pitch:** the fee (which is set out in the Essential Guide to the Caravan Club Network 2012 and includes 20% VAT) is due at the time of booking. Payment must be made in one of the following four ways:

- **in full** by completing the payment section of the Booking Form with Visa or MasterCard details and returning such to The Club, or

- **in full** by completing the payment section of the Booking Form, enclosing a cheque made payable to The Caravan Club and returning such to The Club, or

- **in full by one single payment by direct debit** by completing the payment section of the Booking Form and direct debit authority and returning such to The Club, or

- **by four consecutive equal monthly instalments** by completing the payment section of the Booking Form and direct debit authority and returning such to The Club.

In the event of non payment, The Club will be entitled to terminate the hire of the Seasonal Pitch. Please note, the fee will be due immediately for single payments. For payments by direct debit you will receive confirmation of your payment date(s).

Payment by direct debit instalments will not be possible if any of the instalments would fall due after the end date of the pitch. In this case payment will need to be made by single direct debit, Visa, MasterCard or cheque.

11.3 For those booking a Seasonal Pitch where the commencement date is after the start of the specified hire period, the amount due will be reduced, as advised by The Club.

12 RELINQUISHING A PITCH AND REFUNDS

By a Member

12.1 **Giving Notice:** Members are entitled to terminate the hire of a Base or Seasonal Pitch by giving the Warden not less than 14 days notice in writing of such.

12.2 **Refunds:** Members who terminate the hire of a Base or Seasonal pitch may be due a pro-rata refund of unused pitch fees. When calculating any refund due, the Club will charge an amount equivalent to 20% of the fee for the specified hire period as a cancellation fee. Therefore there may be no refund if the cancellation fee exceeds the pro-rata amount.

By The Club

12.2 **Site Closure:** in the event that the Site is required to shut down due to reasons unforeseen at the start of hire, The Club is entitled to terminate the hire of the Seasonal or Base Pitch by giving not less than 8 weeks' notice in writing of such. A full refund will be given of the Pitch fees and any other charges already paid in relation to the period of time after the hire is terminated.

12.3 **Emergency Site Closure:** in the event of an emergency or hazard requiring immediate closure of a Site where Members are required to move or arrange for their Caravan to be removed from the Site immediately or on very short notice, The Club will use its reasonable endeavours to give as much notice as possible but, if required in the circumstances, will be entitled to terminate the hire of the Seasonal or Base Pitch immediately or on very short notice and move the Caravan off the Site. A full refund will be given of the Pitch fees and any other charges already paid in relation to the period of time after the hire is terminated.

By a Member or The Club

Breach of Terms and Conditions – by a Member:

12.4 In the event of a serious breach of the Club Terms and Conditions by a Member (other than in relation to a failure to pay the relevant fees when due or failure to tow off for the required periods or at the required time), which is:

12.4.1 not capable of being remedied, or

12.4.2 capable of being remedied, but which, despite the Member having been notified in writing by The Club of the breach, has not been remedied within 15 days of receipt of such notice,

The Club will be entitled to terminate the hire of the Seasonal or Base Pitch on giving 15 days' notice in writing and require the Member to remove the Caravan from the Site at the end of the 15 days. A refund will not be available in the event of termination of the hire of a Seasonal or Base Pitch for serious breach by the Member.

12.5 In respect of the rights of The Club in the event of failure by the Member to pay the relevant fees when due, see paragraph 11 above and in the event of failure to tow off for the required periods or at the required time see paragraph 6 above.

Breach of Terms and Conditions – by The Club:

12.6 In the event of a serious breach of The Club Terms and Conditions by The Club (including failure to provide a Base or Seasonal Pitch for the period booked), which is:

12.6.1 not capable of being remedied, or

12.6.2 capable of being remedied, but which, despite The Club having been notified in writing by the Member of the breach, has not remedied within 15 days of receipt of such notice,

the Member will be entitled to terminate the hire of the Seasonal or Base Pitch immediately and require The Club to provide a full refund of the Pitch fees and any other charges already paid in relation to the period of time after the termination.

13 CANCELLATION OF BOOKING

13.1 By notifying The Club in writing of such, Members have the right, for a period of 7 working days after booking a Base Pitch or Seasonal Pitch, to cancel the hire of such Base Pitch or Seasonal Pitch. Any payment made by the Member in respect of a booking which is then cancelled in accordance with this paragraph will be refunded in full.

13.2 In the event that the period of hire of the Base Pitch or Seasonal Pitch starts within 7 working days of booking the Base Pitch or Seasonal Pitch, Members have the right until the date before the day on which the period of hire

of the Base Pitch or Seasonal Pitch starts to cancel the hire of such Base Pitch or Seasonal Pitch. Any payment made by the Member in respect of a booking which is then cancelled in accordance with this paragraph will be refunded in full.

14 CHANGES OF CARAVAN, CAR OR PERSONAL PARTICULARS

14.1 To ensure Site security and assist with administration of the Site and Club generally, Members must inform the Warden as soon as possible of any change of Caravan or vehicle registration number shown on the Caravan and any changes of Member's address or telephone number(s).

15 DATA PROTECTION

15.1 All personal data relating to or received pursuant to these Seasonal and Base Pitches Terms and Conditions 2012 will be dealt with in accordance with The Club's Data Protection Policy.

16 LIABILITY

16.1 The Club is not liable for any loss of or damage to an Outfit or the contents of such, nor for any actions resulting in death or injury, other than arising from The Club's, or any of its employees' or agents', negligence or other breach of duty.

STORAGE COMPOUND Terms & Conditions 2012

1 DEFINITIONS

1.1 The following definitions shall apply in this document and the Licence Agreement:

'Annual Fee' means the annual storage fee (inclusive of 20% VAT) which is set out in the Essential Guide to the Caravan Club Network 2012;

'Annual Licence Agreement' means the Licence Agreement referred to in clause 3.1 of these terms and conditions;

'Club' means The Caravan Club Limited, whose registered number is 646027, and whose registered office is at East Grinstead House, East Grinstead, West Sussex RH19 1UA;

'Club Bye-Laws' means the document entitled 'Club Bye-Laws' which can be found in the Sites Directory & Handbook and on The Club website at www.caravanclub.co.uk;

'Licensor's Tariff' means either the Annual Fee where an Annual Licence Agreement has been entered into by the Parties, or the Seasonal Fee where a Seasonal Licence Agreement has been entered into by the Parties;

'Member' means a member of The Club, as defined in The Club Bye-Laws;

'Outfit' means one touring caravan/motor caravan or boat and trailer being the property of a Member;

'Pitch' means a demarcated area of a Site, for location of an Outfit for recreational purposes as permitted by The Club Terms and Conditions;

'Seasonal Fee' means the seasonal storage fee (inclusive of 20% VAT) which is set out in the Essential Guide to the Caravan Club Network and reproduced in clause 1.2 of the Seasonal Licence Agreement;

'Seasonal Licence Agreement' means the Licence

17 NOTICES

17.1 Notices shall be in writing and shall be sent by one party to the other at the postal address, in respect of The Club, set out above and in respect of the Member, the last address notified to The Club by the Member or the email address held on the Member's record. Notices may also be sent to The Club by fax to 01342 410258 or by email to enquiries@caravanclub.co.uk. Correctly addressed notices hand delivered shall be deemed to have been given on the day on which the notice was left at the address; if sent by post shall be deemed to have been given on the day on which the notice was posted; if sent by fax, shall be deemed to have been given on the day on which the fax was sent; and if sent by email, shall be deemed to be given on the day on which the email was sent.

18 DISPUTE/COMPLAINT PROCEDURE

18.1 Any disputes or complaints should be dealt with in accordance with The Club's Bye-Laws and Site Rules.

18.2 These Seasonal and Base Pitches Terms and Conditions 2012 shall be governed by and construed in accordance with English law.

18.3 No third party shall have any rights under the Contracts (Rights of Third Parties) Act 1999 in connection with these Seasonal and Base Pitches Terms and Conditions 2012.

Agreement referred to in clause 3.2 of these terms and conditions;

'Site' means a location for use as a caravan site operated by The Club which contains Storage Compounds;

'Storage Compound' means a demarcated area of a Site for the storage of Outfits;

'Storage Pitch' means a demarcated area of a Storage Compound for the storage of an Outfit as permitted by the Annual Licence Agreement, the Seasonal Licence Agreement and these Terms and Conditions;

'Terms and Conditions of the Storage Compound' means these terms and conditions which may from time to time be updated by the Club.

'Warden' means the warden of a Site;

2 PURPOSE

2.1 Storage bookings are intended for the use of Members who wish to store their Outfit in a Storage Compound on a Warden-managed Site for the entirety of a specified period.

3 LICENCE AGREEMENTS

3.1 Members using storage facilities on an annual basis are required to enter into the Club's form of Annual Licence Agreement in which these terms and conditions are incorporated.

3.2 Members using storage facilities on a seasonal basis are required to enter into the Club's form of Seasonal Licence Agreement in which these terms and conditions are incorporated.

3.3 Access to the Storage Compound will not be given until a Licence Agreement is completed and signed and payment of the relevant fee has been made in accordance with clause 4 below.

4 SITE FEES

4.1 All Year Storage

- 4.1.1 The Annual Fee is due on 1 January 2012 for bookings for All Year Storage on pitches which will become available from 1 January 2012. Payment of the Annual Fee must be made by one of the four following options:
- (a) **in full** by providing Visa or MasterCard details to The Club before 31 December 2011; or
 - (b) **in full** by cheque made payable to "The Caravan Club", to be received before 31 December 2011; or
 - (c) **in full** by one single payment by direct, bank details to be received by 08 December 2011; or
 - (d) **by four consecutive equal monthly instalments** by direct debit, bank details to be received by 08 December 2011.
- 4.1.2 Payment by direct debit instalments will not be possible if any of the instalments would fall due after the end date of the pitch. In this case payment will need to be made by single direct debit, Visa, MasterCard or cheque.
- 4.1.3 If the Annual Fee has not been received in full or arrangement made for it to be paid by direct debit by 31 December 2011, The Club will be entitled to terminate the hire of the Storage Pitch and the Outfit must be removed from the Site immediately.
- 4.1.4 If an Annual Storage Pitch is not available until after 1 January 2012, the amount due will be reduced as advised by The Club.

4.2 Seasonal Storage

- 4.2.1 The Seasonal Storage Fee is due at the time of booking. Payment must be made in one of the following four ways:
- (a) **in full** by completing the payment section of the Booking Form with Visa or MasterCard details and returning the same to The Club, or
 - (b) **in full** by completing the payment section of the Booking Form, enclosing a cheque made payable to "The Caravan Club" and returning the same to The Club, or
 - (c) **in full** by one single payment by direct debit by completing the payment section of the Booking Form and the direct debit authority and returning the same to The Club, or
 - (d) **by four consecutive equal monthly instalments** by direct debit by completing the payment section of the Booking Form and the direct debit authority and returning the same to The Club.
- In the event of non payment, The Club will be entitled to terminate the hire of the Seasonal Storage Pitch.
- 4.2.2 Please note the fee will be due immediately for single payments. For payments by direct debit you will receive confirmation of your payment date(s).
- 4.2.3 Payment by direct debit instalments will not be possible if any of the instalments would fall due after the end date of the pitch. In this case payment will need to be made by single direct debit, Visa, MasterCard or cheque.
- 4.2.4 If a Seasonal Storage pitch is booked after the advertised start date of the pitch, the amount due will be reduced as advised by The Club.

5 RELINQUISHING STORAGE AND REFUNDS

- 5.1 Members are entitled to terminate the hire of a Storage Pitch for both all year storage and seasonal storage by giving the Warden not less than 14 days' notice in writing of such.
- 5.2 Members who terminate the hire of a Storage pitch may be due a pro-rata refund of unused pitch fees. When calculating the refund due, the Club will charge an amount equivalent to 20% of the fee for the specified hire period as a cancellation fee. Therefore there may be no refund due if the cancellation fee exceeds the pro-rata amount.

THE FOLLOWING CLAUSE IS DRAWN SPECIFICALLY TO THE ATTENTION OF THE MEMBERS BY THE CLUB:

6 LIABILITY

- 6.1 The Club is not liable for any loss or damage to an outfit or the contents of such, nor for any actions resulting in death or injury, other than arising from The Club's, or any of its employee's or agents', negligence or other breach of duty.
- 6.2 For the avoidance of doubt, The Club is under no obligation to take any steps whatsoever to protect the outfit or any of its contents.
- 6.3 The member is strongly advised to arrange for the insurance of the outfit while it is located in the storage compound.

7 SITE STAYS

- 7.1 Whenever a Member wishes to use the Outfit on Site, the Outfit may be transferred from the Storage Compound to a suitable Pitch, subject to availability, when the normal site fees must be paid direct to the Warden.

8 CHANGE OF OUTFIT

- 8.1 As space in the Storage Compound is limited a Member must notify the Warden of an intended change of Outfit, (particularly where the size of the Outfit is to change); there may be circumstances where larger Outfits cannot be accommodated in which case the Warden will notify the Member as soon as is reasonably practicable.

9 SITE SPECIFIC RULES

- 9.1 Where specific rules apply to an individual Site the Member will be notified and Members should also be aware that special fees may apply in certain cases.

10 IMPORTANT INFORMATION ABOUT STORAGE PITCHES

- (a) Boats must not be of a greater overall length than 20 feet/6.1 metres and must be firmly fixed to a suitable wheeled trailer.
- (b) Touring caravans and trailers must be maintained in a fully mobile and roadworthy condition.
- (c) No inflammable or combustible materials, which are not part of the Outfit, may be kept within the Outfit itself or in the Storage Compound.
- (d) All fuel tanks in or on boats must be empty when in the Storage Compound.
- (e) All gas supplies to the Outfit must be isolated by turning the valve of all storage cylinders to the off position before entering the Storage Compound. This valve must be left off until the Outfit has left the Storage Compound.
- (f) No maintenance must be carried out on the Outfit in the Storage Compound without the express permission of the Warden.
- (g) The Storage Compound is open from 8.00 am to 8.00 pm during the summer season and from 9.00 am to 6.00 pm during the winter season.
- (h) Members must inform the Warden in good time when they wish to remove or return the Outfit to the Storage Compound.