

Seasonal & Base Pitches Terms & Conditions 2020/21



New England Bay Caravan and Motorhome Club Site

1 DEFINITIONS

1.1 The following definitions shall apply in this document, in addition to the Club Bye-Laws:

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

Note: Base Pitches are being phased out and no new bookings can be made;

'Club' means The Caravan Club Limited, whose registered number is 00646027, trading as the Caravan and Motorhome Club, 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 latest edition of the Sites Directory & Handbook and on the Club website at www.camc.com;

'Club Terms and Conditions' means:

- (i) these Seasonal and Base Pitches Terms and Conditions 2020/21;
- (ii) the Club Bye-Laws;
- (iii) the Club Site Rules;

'Pitch' means a demarcated area of a Site, for the 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's 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 'Club Site Rules', which is published in the latest edition of the Sites Directory & Handbook and on the Club website at www.camc.com;

'Site Staff' means the warden/assistant warden of a Site.

'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 the caravan/motorhome/trailer tent etc.

2 APPLICATION OF TERMS AND CONDITIONS

2.1 The Club's Terms and Conditions apply to Members only, who hire a Seasonal or Base Pitch.

3 ALLOCATION OF PITCHES

3.1 From 12 midday four days prior to the commencement date of the Seasonal Pitch hire period, you can call the site and select your preferred pitch number.

3.2 The preferred pitch number will be reserved for you for a period of 4 weeks from the commencement date of your booking. If you have not brought your Outfit onto site within this time period, we reserve the right to offer your preferred pitch number to another Seasonal Pitch holder.

3.3 If you book more than 1 set of dates at a site, we cannot guarantee that the same pitch number will be available for each booking.

3.4 Pitch numbers will be allocated on a 1st come 1st served basis.

3.5 For operational reasons we may have to change the pitch numbers allocated to Seasonal Pitch bookings at any point after you reserve your pitch. We will notify you if this happens and will work with you to find a suitable alternative pitch. Please refer to paragraphs 3.7 and 3.8.

3.6 If on arrival at site you wish to change pitch number, you will be able to move to any designated Seasonal Pitch which has not been reserved by another member.

3.7 If you decide that your preferred pitch is not suitable, and we are unable to offer any alternative pitches which are acceptable to you, you can cancel your Seasonal Pitch. Please refer to paragraphs 7.2 and 7.3.

3.8 Where Member selection of a Seasonal Pitch at any point in the hire period is not possible for operational reasons, the Site Staff will allocate your pitch.

3.9 Subject to paragraph 3.5 and paragraph 3.7, you are welcome to take your Outfit away from the site at any time during the Seasonal Pitch hire period to use it elsewhere, and to return it to the same pitch number. Normal pitch and per head fees will apply if a touring pitch is booked on another Club site during the Seasonal Pitch hire period.

4 USE OF OUTFITS ON SITE

4.1 Seasonal and Base Pitches are available for recreational purposes only and not for residential or business purposes.

4.2 The maximum time you can stay on site is 21 nights for any one visit. You must then leave the Site for at least 48 hours before a return visit (see also paragraph 8.6). If you don't comply with this condition we may terminate the Seasonal or Base Pitch (see paragraph 7).*

4.3 After each visit, please return your barrier card (where applicable) to Reception and inform the Site Staff of your departure. On each return stay to the Site, you will need to notify the Site Staff when you arrive.

4.4 The Seasonal or Base Pitch fee allows use of the Outfit only by the Member under whose membership the booking was made, any children up to the age of 17 inclusive, and electric hook-up, where included in the fee. Friends and relatives are welcome to stay with the Member. If there are more than 2 adults staying in the outfit, the Member must pay the relevant adult fee per night for each additional adult. See also paragraph 4.6, which explains how the Outfit may be used when the Member is not staying on site.

4.5 Sub-letting of a Seasonal or Base Pitch to any other person (including a co-owner of the outfit or another Member), whether for financial gain or not, is not permitted.

4.6 If the Member in whose name the booking was made is not present, the Outfit may only be used by friends and relatives as if it were booked onto a touring pitch. The friends or relatives must report to the Site Staff on arrival and pay the

relevant pitch and per head fees to the Site Staff, plus the non-member supplement if applicable. If the Outfit is at a members-only site, any friends or relatives must also be Members of the Club.

4.7 Seasonal Pitch holder's wanting to stay on a touring pitch prior to taking up the Seasonal Pitch would need to leave site for a specified period in between pitches, i.e. 21 consecutive nights with a 2 night gap before returning, any period under 21 nights would require a 1 night gap before returning.

5 BOOKINGS AFTER START DATE

5.1 If a Seasonal Pitch is booked after the advertised start date of the pitch, the amount due will be calculated on a pro rata basis and payment will be taken at the time of the booking confirmation (or as soon as possible thereafter)

5.2 Seasonal Pitch bookings made after the start date can commence up to 28 days in future (but see paragraph 5.3 below). Or

5.3 Seasonal Pitches cannot be booked if there are less than 28 days remaining until the end date.

5.4 New bookings for Seasonal Pitches which commence in March/April and end in September/October/November will not be accepted after 31st May 2020.

6 SITE FEES

6.1 **Seasonal Pitch:** arrangements to pay the fee (which includes 20% VAT) must be made at the time of booking. Full payment will be required to cover the period from the agreed start date until the advertised end date of the pitch. We do not accept deferred payments.

6.2 Bookings can be made by completing the Booking Form 2020/21, together with one of the following forms of payment -

- Visa or MasterCard;
- cheque made payable to the 'Caravan and Motorhome Club';
- one single payment by direct debit;
- four consecutive equal monthly direct debit instalments.

(i) 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.

6.3 **Base Pitch:** the annual renewal fee (which includes 20% VAT) must be received by **27 December 2019**. Payment can be made in one of the following ways:

- in full by Visa or MasterCard by 27 December 2019;

- in full by cheque made payable to the Caravan and Motorhome Club, to be received by 27 December 2019;

- in full by one single payment by direct debit, bank details to be received by 9 December 2019;
- by four consecutive equal monthly direct debit instalments, bank details to be received by 9 December 2019.

If the Base Pitch renewal fee has not been received in full or arrangement made for it to be paid by direct debit by **27 December 2019**, the Club will be entitled to cancel the Base Pitch and the Outfit must be removed from the Site.

6.4 The fees quoted are the Net Value of the Pitch + VAT. It is possible that the final payment may exceed the quoted price by a few pence, due to the way the cost is calculated when paying by instalments.

7 CANCELLING A PITCH AND REFUNDS

7.1 If a Member cancels a Seasonal Pitch before the start date, we will deduct a £50 administration fee from the refund.

7.2 If a Seasonal Pitch is cancelled less than half way through the hire period, we will calculate the unused portion of the fees paid and refund this amount.

7.3 If a Seasonal Pitch is cancelled halfway or more through the hire period, there will be no refund of any fees paid.

7.4 If a Base Pitch is cancelled at any point throughout the year, we will add a £50 administration fee, and refund the remainder of the unused portion of the fees.

By the Club

7.5 If a Member wishes to transfer their existing Seasonal Pitch booking to an alternative Site or pitch type, we will refund the unused portion of the fees for the original booking.

7.6 **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.

7.7 **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 Outfit 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 Outfit 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.

Breach of Terms and Conditions – by a Member:

7.8 Failure to pay site fees when due may result in suspension of membership of the Caravan and Motorhome Club until such time as all outstanding fees are paid.

7.9 In the event of a serious breach of the Club's Terms and Conditions by a Member (including failure to pay the relevant fees when due), which is:

- (i) not capable of being remedied, or
- (ii) 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 14 days of receipt of such notice, the Club will be entitled to terminate the hire of the Seasonal or Base Pitch on giving 14 days' notice in writing, and if the Outfit is on site we will require the member to remove the Outfit from the Site at the end of the 14 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.

Breach of Terms and Conditions – by the Club:

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

- (i) not capable of being remedied, or
- (ii) capable of being remedied, but which, despite the Club having been notified in writing by the member of the breach, has not been remedied within 14 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.

8 PITCH USE AND MAINTENANCE Storage

8.1 Nothing may be stored beneath or around the Outfit.

8.2 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 Site Staff's discretion. You will be notified of any uncleanliness or untidiness, and a reasonable period will be allowed for this to be put right. 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 Site Rules' and on the Club website at www.camc.com.

8.3 Nothing may be planted in the ground, or grown on or in the vicinity of any Seasonal or

Base pitch.

Gas Bottles

8.4 For safety reasons, gas bottles must be kept in the Outfit's gas locker at all times.

Electric Hook-up

8.5 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). There is no guarantee that the same Seasonal Pitch will be available when the Outfit is returned from the touring pitch.

8.6 When the Outfit is not occupied overnight, please ensure the electric hook-up is disconnected and the electric cable stored safely.

Awnings/Trailer Tents & Other Temporary Structures

8.7 You can put up an awning/tent, but for safety purposes this should be taken down when you leave the Site at the end of each visit. This includes other temporary structures, e.g. TV aerials.*

8.8 Groundsheets and side flaps of tents and awnings should be raised at regular intervals and/or as requested by the Site Staff to maintain the condition of the pitch.

Cars

8.9 Normal 'Club Site Rules' apply to visitor car parking.

Icy Conditions: Grit and Grit Bins

8.10 For those Sites that remain open during the winter period, Site Staff will be required to provide salted grit in the following areas when conditions require it –

- The entrance area to reception;
- Pathways around toilets/showers, laundry, dishwashing area, information centres and service points.

9 MOVEMENT OF OUTFITS

9.1 On reasonable notice from the Site Staff, you may be asked occasionally to move your 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.

9.2 In the event of a hazard or emergency, such as fire, high winds, flooding or water logging, the Site Staff 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 Site Staff will, if possible, give you as much notice as possible.

9.3 Once the maintenance and/or development requirements have been satisfied or completed or there is no longer a hazard or emergency, you will be entitled to return the Outfit, where possible, to the original pitch. Where this is not possible, you will be required to

move the Outfit to another pitch, as comparable to the original pitch as possible. Please see paragraph 7 in relation to cancellation and refunds.

10 STANDARD OF OUTFIT

10.1 Only Outfits in a good state of repair, roadworthy, adequately maintained and clean, will be allowed into and to remain on the Site.

10.2 You must have a full current driving licence and insurance for the vehicle driven. Cars and Motorhomes must have a valid road fund licence.

10.3 If the Site Staff feel that the Outfit is not up to standard, you will be advised accordingly and a reasonable period allowed for this 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 Site Rules' and on the Club website at www.camc.com.

11 CHANGES OF OUTFIT, CAR OR PERSONAL PARTICULARS

11.1 To ensure Site security and assist in the administration of the Site and Club generally, you must inform the Site Staff as soon as possible of any change of outfit or vehicle registration number and any changes of address or telephone number(s).

12 DATA PROTECTION

12.1 The Club is collecting your personal data for the purpose of providing you with a Seasonal Pitch. Full details of our Privacy Policy which outlines how we process your personal data can be located on our website at the following address: www.caravanclub.co.uk/privacy-policy

13 LIABILITY

13.1 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.

14 DISPUTE/COMPLAINT PROCEDURE

14.1 These Terms and Conditions are governed by English law and any dispute arising between the parties is subject to the exclusive jurisdiction of the courts of England and Wales (unless you live in Scotland or Northern Ireland, in which case you can bring proceedings in your local court under Scottish or Northern Irish law, as applicable).

*By exception at Modbury only, for 2020 we are trialling a different operating model whereby guests may stay on site for a maximum of 28 days, then must leave the site for at least 48 hours before a return visit.

Awnings do not need to be taken down at the end of each visit, subject to specific conditions which will be notified separately.