



Patrington Haven Leisure Park

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Caravan Sales Agreement Terms and Conditions

1. In these terms and conditions, the following words or phrases bear the following meanings:

1.1. "Park Owner" means Patrington Haven Leisure Park Limited whose registered office is situated at Patrington Haven, Hull, East Yorkshire HU12 0PT

1.2. "Sellers Details" Referred to as 'we/us/our throughout the Holiday Home Sale Agreement

1.3. "Caravan Owner" means the individual or company in possession of the caravan and entitled to occupy the Garden Plot.

1.4. "You/Your" Details of Buyer (s), throughout the Purchase Agreement

1.5. "Garden Plot" means the land on which the Caravan Owner's caravan is located from time to time.

1.6. "Pitch Services" We will provide, maintain and keep in good state of repair the Pitch Service to the Caravan except where these have to be interrupted for the purposes of repair or other reasons beyond our control such as interruptions in the supply of services to us. Subject to Site Fees.

1.7. "Caravan" means the Holiday Home supplied and used for static occupation and permanently sited on the Park which is licensed for Recreational and Holiday use only.

1.8. "Occupation Agreement" means an Agreement relating to the Occupation of the Garden Plot for Recreational and Holiday purposes where sub-letting is permitted and entered into by the Caravan Owners and Park Owner. *Words importing the "singular" number shall be deemed to include the "plural" number and visa versa and where the Caravan Owner shall consist of two or more persons all obligations by the Caravan Owner shall be deemed to be made by such persons jointly and severally.

1.9. "Entitlement of Use" You are entitled to use the Caravan each year from 7 February to 7 January for Holiday use only.

1.10. "Hiring out the Caravan" is always permitted, for Holiday and Recreational use only, Clause 15.

2. The price quoted on a new caravan is the price current at the time this agreement is entered into by the Park Owner and the Caravan Owner and is subject to the price ruling at the date of delivery of the Caravan to the Caravan Owner.

3. You have the right to cancel within 14 days of signing this agreement. To exercise your right of cancellation, you must give written notice to Patrington Haven Leisure Park Ltd, by hand, post or email at the address or email address shown on the website. The cancellation will incur any costs borne by the company in relation to the siting and connection of your Holiday Home and will be deducted from any monies returned.

4. In the event of the Park Owner being unable to supply through strikes, stoppages, accident or other reasons beyond its control the Park Owner reserves the right to rescind the Agreement and no responsibility will be accepted for any expense, damage or inconvenience suffered by the Caravan Owner as a result.

5. If the Caravan Owner shall fail to take delivery of the goods or to perform any of his obligations under this Agreement or shall fail to do so within the time provided in the Agreement, the Park Owner shall be at liberty to treat this Agreement as repudiated and there upon:

5.1. the deposit shall be forfeited.

5.2. without prejudice to the forfeiture of the deposit the Caravan Owner shall become liable to the Park Owner for any loss of profit and such other loss suffered under this Agreement.

5.3. the Park Owner may be entitled to dispose of the goods as it may think fit and shall not be under any liability to account to the Caravan Owner for the price received.

6. The full purchase price payable under this Agreement is due on handover of the Caravan to the Caravan Owner and notwithstanding delivery to the Caravan Owner, property in the Caravan supplied by the Park Owner shall remain sole and absolute property of the Park Owner as legal and equitable owner until such time as the Caravan Owner shall have paid to the Park Owner the net amount payable.

7. Where the Park Owner is for any reason unable to supply the caravan ordered and a used caravan has been taken in part exchange against this order, then on this Agreement being rescinded by the Park Owner the Park Owner will at the Caravan Owners discretion either: * if the said caravan is still in the Park Owners possession purchase the said caravan at the prevailing market trade valuation by reference to Glass's Guide or at the agreed trade in price less 20 per cent, whichever is the lesser or return the caravan taken in part exchange to the Caravan Owner provided that if the Park Owner no longer possesses the said caravan the Caravan Owner agrees to accept the valuation calculated in accordance with the preceding paragraph.

8. The Park Owner has a lien and a right to hold (on its own or other Park) the caravan supplied by the Park Owner for all sums due on any account whatsoever by the Caravan Owner to the Park Owner. The Park Owner may be entitled to dispose of the goods as it may think fit and shall not be under any liability to account to the Caravan Owner for the price received.

9. The Caravan Owner hereby agrees to be bound by and observe the Park Rules and the Occupation Agreement.

10. The Annual Site Fee, as fixed from time to time, is invoiced in November of each year. The Park Owner shall give the Caravan Owner not less than three months' notice of any increase in the site fee. Charges which are not within the control of the Park Owner will be passed on as appropriate.

Licence Agreement Terms and Conditions

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

I.1. 'Agreement Period' means the period shown as the Agreement Period in Holiday Home Sale Agreement.

I.2. 'Caravan' means the caravan Holiday Home described in Part I.

I.3. 'Commission' means the payment you must make to us if you sell the Caravan 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 sell the Caravan.

I.4. '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 their child.

I.5. 'Hire/Hiring out' means the act of obtaining payment (whether in cash or in kind) for the use of the Caravan by persons (other than you).

I.6. 'Independent Surveyor' means the surveyor appointed for the purpose of determining any dispute under clause 9 of this Licence Agreement or for the purpose of assessing the value of the Caravan under clause 13.

I.7. '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 the following provisions of this agreement:

I.7.1. The issue of a charge for noting policy details under clause 4.4 or

I.7.2. The review of the annual pitch fee under clause 8.4 or

I.7.3. Calculating the sum due from you before we are entitled to retain the Caravan under clause 13.5

I.7.4. 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.

I.8. 'Park Rules' means the rules of conduct and practice issued by us from time to time and applicable to the use of the Caravan and other facilities at the Park. A copy of the Park Rules in force at the date of this Licence Agreement is attached.

I.9. 'Garden Plot' does not include any part of the Park except that on which the Caravan stands.

I.10. 'Pitch Services' means the services which we provide for you and which are listed in Caravan Sales Agreement Terms and Conditions.

I.11. 'Review Date' means the day set out in Caravan Sales Agreement Terms and Conditions, point 10, on which the Pitch Fee is changed under clause 8 below.

I.12. '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 (or in the case

of Northern Ireland under Section 3 of the Caravans (Northern Ireland) Act 1963) and other relevant statutes.

1.13. 'we/our/us' means the Park Owner described in Part I.

1.14. 'Working Day' means Monday, Tuesday, Wednesday, Thursday and Friday, unless these are Bank Holidays.

1.15. 'you/your' means the Caravan Owner described in Part I. Where there is more than one person described as the Caravan Owner in this Licence Agreement each is fully responsible for the obligations under this agreement.

2. Permission to keep the Caravan on the Pitch

2.1. We permit you throughout the Agreement Period to keep the Caravan on the Pitch at the Park and to use it for Holiday and Recreational purposes during the period each year described in Part I.

2.2. This Licence Agreement is personal to you and may not be assigned or transferred to any other person.

2.2.1. The Licence Agreement comes to an end when you sell or transfer the Caravan to anyone else including a Family Member.

2.2.2. However, we will give a new licence agreement on the terms set out in clause 6 and 7, giving equivalent permission to keep the Caravan 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 Caravan or
- To a Family Member who is approved by us and who inherits the Caravan
- 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.

2.3. This Licence Agreement does not entitle you to purchase any alternative or replacement caravan except in the event of a total loss of the Caravan by fire or some similar occurrence. You will then be entitled to arrange for us to site a replacement caravan of a similar type and size as the Caravan.

2.4. Occupation Information - Our season is 48 weeks (7 February to 7 January). "I am buying a Holiday Home on the Garden Plot I have selected which includes the right to stay indefinitely providing I pay the running costs and obey the Park Rules." Holiday Homes (Caravans) must be maintained in good condition and may not be resold on the Park after becoming 10 years old / Park Homes & Lodges may not be re-sold on the Park after becoming 20 years old. Once a Garden Plot has been selected and handover is complete, caravans / lodges cannot be relocated onto a different Garden Plot (unless required by the Park owner for re-development purposes).

2.5. Failure to maintain payments on any agreed Site Fee payment plan, may result with the full amount being due within seven days.

3. Our Obligations: We agree with you as follows:

3.1. We will provide, maintain and keep in good state of repair the Pitch Services to the Caravan 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.

3.2. We will move the Caravan from the Park or the Garden Plot only in accordance with the provisions of clauses 9, 11 and 13.

3.3. We will notify you of any changes to the Park Rules in writing as outlined in clause 14.

3.4. We will comply with our obligations if you terminate this Licence Agreement under clause 12.

3.5. We will insure the Park against usual third party risks to a minimum of £2m per claim.

4. Your Obligations: You agree with us as follows:

4.1. To comply with the terms of this Licence Agreement and the Park Rules, as per the current version.

4.2. To use the Caravan only for Holiday and Recreational purposes **(and not as your only or main permanent residence)**. You cannot register your Garden Plot address for the electoral roll, council tax, medical or educational services or any state financial benefits. You agree to provide us, prior to this agreement coming into force, and in future by June 30th each year, satisfactory proof that your main residence is at the address registered with us (set out in this Licence Agreement), being (one of) council tax bill or electoral roll registration, (one of) driving licence or passport, (one of) utility bill, bank statement etc., You agree to inform us in writing of any change to your permanent address. To pay a charge of £25 on each occasion that the company send a letter or email chasing copies of the above proofs which are more than 30 days overdue.

4.3. To pay the Pitch Fee and other charges due to us on the days set out in Caravan Sales Agreement Terms and Conditions point 10. The Company at its discretion may offer payment plan options to customers. Payment plans comprising of 3 or more payments can only be made by direct debit. Failure to pay the amounts on the agreed dates may result in the payment plan being withdrawn and the full amount on the account due on 7 days notice. In the event of a disputed charge / invoice, to pay the charge / invoice until such time as the dispute is resolved.

4.4. To pay to us interest at 2% per month on any undisputed sums overdue. To pay a charge of £25 on each occasion that the company send a letter or email chasing payments which are more than 30 day overdue.

4.5. The sum insured for Property Owners Liability, Public and Employees Liability shall not be less than £2,000,000

4.6. Unless you insure through our agency or by using our brokers, you agree to provide proof of insurance by providing us with a copy of your insurance details each year on or before the 1 July. To

pay a charge of £25 on each occasion that the company send a letter or email chasing insurance policy documents which are more than 30 day overdue.

4.7. To keep the Caravan 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 electrical (3 yearly, mandatory) and gas (annually, mandatory) and undertaking and/or commissioning all relevant periodic safety checks.

4.8. Unless you opt out in writing prior to November 1st each year the Park will conduct a LPG Gas safe test along with the smoke alarm and carbon monoxide alarm, as part of these tests will if required at the time of test replace the alarm batteries. The Park will supply you with a valid Gas safe certificate once the test has been successfully completed. These tests will be carried out by street on a nonspecific date but normally from October to January each year.

4.8.1. You agree that Park personnel may enter the caravan to complete these tests works without notification.

4.8.2. You agree that in the event of test failure remedial works will be carried out to bring the gas system to the required standard including replacement of expired gas hose (which are date stamped by the manufacturer with a 5 year life span).

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 Caravan 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 caravans to be kept clear, those prohibiting combustible structures between caravans, those regarding car Parking and those requiring the underside of caravans to be kept clear.

4.10. Not to carry out any building works at the Park or to erect any extension to the Caravan or without our written permission to erect any shed, fence, structure, TV aerial or clothes line or to connect any services or utilities to the Caravan; any works carried out must conform to the current Park Standards. We will only withhold our consent to such works on reasonable grounds.

4.11. To give us written notice of any work to be carried out to the Caravan by you or an external contractors 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 at least fourteen days before the contractors start work (or in the case of emergency, as much notice as possible).

4.12. To permit us to remove the Caravan from the Pitch in accordance with the rights we have under clause 9, 11 and 13 of this Licence Agreement.

4.13. You have an obligation to arrange with us the removal of the Caravan from the Park following the expiry of the Agreement Period (for whatever reason) in accordance with clause 13.1. To maintain standards on the Park and to prevent damage to the Park and its installations, any work in de-siting or removing the Caravan (even after termination of this Licence Agreement) must be done by us or by our contractors. You agree to pay us for removing the Caravan from the Park or for moving the

Caravan 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 having the work carried out by an appropriately competent and a suitably qualified and experienced independent contractor(s) and in accordance with industry guidance. We will provide you with a quotation for any work in de-siting or removing the Caravan. If within 14 days of receiving our quotation, you provide us with a written quotation for the same work to be carried out by an appropriately competent and experienced independent contractor(s) and in accordance with industry guidance, we will charge you no more than the independent contractor(s)' quotation for the work.

4.14. To comply with any requirement contained in Part I as to Hiring out the Caravan.

4.15. To comply with the provisions of clause 6 and 7 below when selling or gifting the Caravan or when it is inherited.

4.16. To use the Caravan only during the period of year indicated in Part I of this Licence Agreement.

4.17. To comply with the rules relating to The Country Club; Guy's Café Bar & Restaurant Policy and The Country Club Kids Policy.

4.18. To comply with the rules relating to the Fishing Lake.

4.19. To comply with the rules relating to any other club or activity based or organised by the Park.

5. Behaviour Standards: By entering into this Licence Agreement you agree for yourself and all people who use or visit the Caravan (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 Caravan or the Park including, our team, other customers, owners, visitors and users of other caravans and the facilities at the Park.

5.2. To supervise children properly so that they are not a nuisance or danger to themselves or others, refer to The Country Club Children's Policy, within the Park Rules.

5.3. Any Social Media groups or derivative thereof (Twitter, Facebook, Instagram, LinkedIn or other) that are in anyway connected to Patrington Haven Leisure Parks facilities, Owners, Team members or Visitors cannot be created without the prior written consent of a Park Director. Any social media group or derivative thereof granted permission must have a nominated Park Team Member as an administrator and the Park assumes Ownership and editorial oversight, the Park will determine continuation, suspension or termination of the group.

5.4. Not to commit any criminal offence at the Park or use the Caravan in connection with any criminal activity.

5.5. Not to commit any acts of vandalism or nuisance.

5.6. Not to use fireworks.

5.7. Not to keep or carry any firearm or any other weapon at the Park.

5.8. Not to use any unlawful drugs.

5.9. Not to create undue noise or disturbance.

5.10. Not to carry on any trade or business at the Park.

5.11. Patrington Haven Leisure Park does not knowingly permit any guest or Owner who is, to your knowledge, on the Sex Offenders Register compiled under the Sex Offenders Act 1997 to use or visit the Park. Including anyone who; (i) has an unspent criminal conviction; (ii) has an entry on a criminal register (including the sex offenders' register); (iii) has any record of any order indicating antisocial behaviour, violence, abuse, public disorder, or criminal damage or any other form of antisocial behaviour; (iv) is a convicted sex offender, subject to the notification requirements of the Sexual Offences Act 2003; or (v) is subject to a Risk of Sexual Harm Order or Child Abduction Notice. If you do not disclose this information about yourself or any other member of your party to the Park, and it later becomes known to us, this includes being added to the register during your period of ownership, we reserve the right to cancel your Licence Agreement and require that you, and the other members of your party, leave the park, without refund within 28 days.

5.12. 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.

5.13. Please bear in mind that you're not allowed to film or take photographs in our swimming pools and changing areas. We may get requests from TV to film/photograph on the Park, many of which we accommodate. We also take our own promotional films and photographs on the Park throughout the year. With this agreement, you give us the rights (free of charge) to anything containing your image (or the image of the other people with you) that's made while you're with us. So, if you don't want to be in shot, please try and stay away from the filming or photo shooting area. And if you or someone in your family does stray into a photo or video without meaning to and you want us to remove it from our library, we'll do our best to do so.

6. Selling the Caravan

6.1. You may sell the Caravan in one of three ways:

6.1.1. To us, if we agree

6.1.2. or on the Pitch to a buyer approved by us, in accordance with the provisions of clause 6.2

6.1.3. or off the Park so long as you arrange the removal of the Caravan through us and pay our charges for de-siting and removing the Caravan from the Pitch in accordance with clause 4.12.

6.2. You agree the procedure for selling the Caravan on the Pitch, Private Sale, as follows:

6.2.1. You agree to inform the Sales Manager, two weeks' notice required, of your intention to put the Caravan on the market for sale privately, while it remains on the Park and to write to us again if you change your mind and decide not to sell the Caravan. You agree to inform us in writing whether the Caravan is subject to finance and if it is, to give us the name of the company and the reference number of the finance agreement.

6.2.2. You will need to complete and sign the Private Sale Agreement and have a meeting with a member of the Management team before any marketing can start.

- The relevant conditions must be met:
- Your Site Fees are up to date and all other park rules must be complied with.

6.2.3. All private sale agreements are terminated on the 31st of October annually and have to be renewed along with the site licence for the following season, on renewal only Site Fee options 1 and 2 will be offered.

6.2.4. You market the Caravan and find a buyer.

6.2.5. You agree to write to us informing us the price at which you intend to sell the Caravan to your buyer in which case we are entitled to buy the Caravan from you, for the same price, without charging you any Commission during the five Working Days after our receipt of your letter. If we wish to buy the Caravan under this arrangement, we will notify you in writing. If we buy the Caravan 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 Caravan within five Working Days after sending you notification of our decision to purchase the Caravan.

6.2.6. If we decide not to purchase the Caravan, 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, address and telephone number of your prospective purchaser. We will 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. The Park may refuse an on Park sale if the caravan is over 10 years old and a lodge 20 years old from manufacture. The Park is entitled to buy the caravan from you and have first refusal at the same price agreed with the buyer.

6.2.7. The transaction must be conducted through our office and you appoint us your agent for that purpose. We will receive all purchase monies from your buyer and will promptly pay and account to you for the same, subject to discharging any finance, including Park debt, outstanding on the Caravan of which you have notified us in writing and payment to us of the Commission and VAT.

6.2.8. Where we have approved your buyer and the sale has been transacted, we will give, the buyer, a new agreement for the length of time the Agreement Period is still to run. In other respects the new agreement will contain no less favourable terms to your buyer than this Licence Agreement.

6.2.9. The Park will arrange all relevant safety checks by competent contractors, for example for gas and electrical installations to ensure the safety of the Caravan, once the paperwork has been completed and before the hand-over.

6.2.10. Your current Seasons Site Fees are non transferable and in the event of an agreed sale, your Site Fees will be refunded as per the Licence Agreement and the purchaser will be invoiced for the remainder of the season.

6.2.11. Before we issue the new agreement to your buyer we will charge you a Commission at the percentage rate (plus VAT) stated in Part I of this Licence Agreement of the price paid for the Caravan as explained in clause 6.2.7 unless we are proven to be in serious breach of our obligations under this Agreement.

6.2.12. Apart from the Commission, we will not make any other charges to you or to the buyer of the Caravan 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 Caravan contained in this clause 6 may be exercised by your personal representatives after your death.

6.4. Patrington Haven Leisure Park reserve the right to refuse or withdraw your right of approval to offer your Holiday Home for private sale at any time.

7. Giving the Caravan away

7.1. You have the right to make a gift of the Caravan 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 Caravan to a Family Member or a Family Member inherits the Caravan following your death, the Family Member may apply to us for an agreement to keep the Caravan on the Park, provided that:

7.2.1. The Family Member permits us to seek suitable references and to carry out appropriate enquiries,

7.2.2. They attend a meeting with us should we require one and,

7.2.3. we are reasonably satisfied that the Family Member will comply with equivalent obligations to your obligations under this Licence Agreement.

7.3. 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.

7.4. The rights contained in this clause 7 do not affect the right of your personal representatives to sell the Caravan in accordance with the procedure set out in clause 6 above as if "you" in that clause referred to the personal representative(s).

7.5. 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.

8. Review of Pitch Fees

8.1. On the Review Date we are entitled to change the Pitch Fee. We must give you at least one month's notice in writing before the Review Date of a change in the Pitch Fee.

8.2. We will give you a written explanation of the reasons for any increase which is proposed.

8.3. The proposed reviewed Pitch Fee will become payable with effect from the Review Date unless not less than 51% of the owners of caravans affected by a proposed increase in the Pitch Fee write to us objecting to the proposal within 28 days. If that happens then you and we shall take the following steps:

8.3.1. Until the reviewed Pitch Fee is determined, you will continue to pay the Pitch Fee at the rate which was last payable under this Licence Agreement.

8.3.2. You will pay any shortfall between the rate at which Pitch Fees have been paid and the reviewed rate within 28 days after the reviewed Pitch Fee has been determined.

8.3.3. The question of the amount of the reviewed Pitch Fee will be determined either by agreement between you and us, or dealt with as a dispute under clause 17.

8.4. We will review the Pitch Fee having regard to the following criteria:

8.4.1. Any charges which 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.

8.4.2. Inflation.

8.4.3. Sums spent by us on the Park and/or its facilities for the benefit of the owners of caravans.

8.4.4. Changes in our operating costs including those brought about by changes in the law or regulatory change and by taxation.

8.4.5. Market rates for pitch fees.

8.5. Clause 17 below applies in the event of dispute over a proposed increase in the Pitch Fee.

8.6. Where we review our charges so that you pay a separate charge for a service which 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 Caravan

9.1. Within the Agreement Period, we may wish to move the Caravan 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 move the Caravan for the purposes of redevelopment and/or maintenance of the Park and when this happens we will give you at least 28 days' notice in writing. If the Caravan 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 moving the Caravan.

9.5. Following the movement of the Caravan, we are entitled to return the Caravan 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 whether the original Pitch is of similar quality by reason of the development may be referred to the Independent Surveyor under clause 17 of this Licence Agreement. This does not restrict your right to seek dispute resolution through the courts.

10. Termination of the Licence Agreement: The Licence Agreement may come to an end in any of the following ways:

10.1. By you giving us notice in writing of your wish to end it.

10.2. Because the Agreement Period has come to an end.

10.3. By the sale of the Caravan or by you losing ownership of it.

10.4. By us terminating it because you have broken 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 may 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.

11.2. If you are in breach of any of your obligations under this Licence Agreement which is capable of being remedied (for example such as a failure to comply with the behaviour standards in clause 5 or a failure to repair the Caravan (clause 4.7) or to pay Pitch Fees promptly (clause 4.3), we may write giving you warning, specifying the breach and asking you to remedy the breach within a reasonable and specified time. If you do not comply with that warning and the breach is either serious and/or mounts to persistent breaches of obligation which taken individually would be minor but which taken together cause a breakdown in the relationship between us, we are entitled to write to you to end the Licence Agreement and to require you to make arrangements with us for the removal of the Caravan from the Park within 28 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 two months' notice. However, if we have broken our obligations to you under this Licence Agreement and if as the 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 removal of the Caravan 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 4.12 above any work in de-siting or removing the Caravan must be done by us or through our contractors for which you agree to pay us our reasonable costs. Payment of our costs in the movement or de-siting of the Caravan 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 removal of the Caravan through us, we are entitled to remove it ourselves after giving you not less than 14 days' notice in writing of our intention to do so. If the Independent Value confirms to us that the Caravan is not capable of selling for a sum sufficient to cover the costs of removal and sale, then you authorise us to dispose of the Caravan as we see fit and you will repay to us the costs we incur (acting reasonably) in removal and disposal of the Caravan.

13.3. Where you have terminated the Licence Agreement, we will repay to you at least on the scale set out below any Pitch Fees (excluding rates) and other charges which you have paid us for a period after the Licence Agreement has ended, less any sums properly due to us. Where the number of months since the payment date to the end of the month of termination is

13.3.1. Months since due payment date Percentage refund due: (based on Plan I option & 14th November as Payment Date)

December	90%	January	70%
February	60%	March	50%
April	40%	May	30%
June	20%	July	0%

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.

13.4. Where we end the Licence Agreement, we will repay to you on the same scale set out in the table 13.3.1. above in full.

13.5. We have the right to retain the Caravan until you have paid any undisputed sum due to us on termination of this Agreement.

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 and Safety, the efficient running of the Park, environmental issues or regulations imposed upon us, in which case we will notify you in writing to your current address.

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

15. Hiring out the Caravan

15.1. Part I of this Licence Agreement makes it clear whether or not you are allowed to Hire out the Caravan on a voluntary or a compulsory basis and whether you must Hire out the Caravan exclusively through our agency.

15.2. If you are required to hire out the Caravan exclusively through our agency, this means we can Hire out the Caravan for you. If Hiring out is permitted, whether compulsorily or voluntarily, it will take place on the basis of a separate agreement between us.

15.3. Any agreement to hire out the caravan will contain a clause that no single rental may exceed 28 days without the express written consent of the company. Any such agreement if granted will contain the same requirement of proof of alternative residence for the renter as that required of a caravan owner at that time.

16. Referrals

16.1. To refer a new Owner you will need to complete a referral form that are available from the Main Reception. To ensure that an Owner is rewarded for each referral, Owner's must inform a member of the Sales Team or Sales Administrator, in person, by telephone or email with the prospective customer's details prior to any Park visit. Owner referral information can be obtained from the Main Reception or the Sales Team.

16.2. Referral payments are made as a credit onto the Owner's account and may be used for Park invoices or may be credited onto a Platinum Card. Referral credit is entered once the purchase has been completed and the new customer has taken possession of their caravan.

16.3. Referral reward progressions are valid of each referral made within 12 months of the new customer taking handover of their caravan.

16.4. The Park maintains the right to refuse Owner referral rewards.

17. Disputes

17.1. In the event of a dispute that cannot be resolved between you and us, this Licence Agreement provides for disputes to be resolved by the following means:

17.2. We may agree between us to refer any dispute to an arbitrator (or in Scotland an arbiter) 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.

17.3. We may refer questions arising under clause 9 or clause 13.2 to an Independent Surveyor.

18. Communications

18.1. We agree that any letters or other communications between us shall be sent to the address 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 not be addressed to you at the Caravan.

18.2. Any Social Media groups or derivative thereof (Twitter, Facebook, Instagram, LinkedIn or other) Must have prior written consent from a Park Director. Any social media group or derivative thereof granted permission must have a nominated Park Team Member as an administrator and the Park assumes Ownership and editorial oversight, the Park will determine continuation, suspension or termination of the group.

19. Statutory Rights

19.1. Nothing in these conditions will reduce your statutory rights relating to faulty or mis-described goods. For further information about your statutory rights contact your local authority Trading Standards Department or Citizens' Advice Bureau.

20. Mail / Parcel Delivery & Collection

20.1. Owners who choose to regularly receive and collect mail and parcels from the Reception must complete a registration form. This is subject to an annual fee of £250 inc VAT. Please note if there is not enough uptake the Park may no longer offer a postal acceptance service. Regular mail or parcels addressed to Owners who have not registered for this service will not be accepted or returned to sender.

20.2. Large Deliveries

20.2.1. Owners will be able to have large items such as sheds and patio furniture delivered free of charge as long as the Park is given 48 hours' notice.

21. Paperless Communication

21.1. Caravan Owners agree to Paperless communication and to ensure that the Park has a current email address and telephone number.

Park rules

1. In these rules, the following words or phrases bear the following meanings:

1.1. “Park Owner” means Patrington Haven Leisure Park Limited, whose Registered Office is situated at Patrington Haven, Hull, East Yorkshire, HU12 0PT.

1.2. “Caravan Owner” means the individual or company in possession of the caravan and entitled to occupy the Garden Plot.

1.3. “Garden Plot” means the land on which the Caravan Owner’s caravan is located from time to time.

1.4. “Caravan” means the Holiday Home designated and used for static occupation and permanently sited on the Park licensed for Recreational and Holiday purposes. It should not be confused with a Park (mobile) home.

1.5. “Park Rules” means those Rules drawn up by the Park Owner from time to time in force – a copy of which may be obtained from the Park Owners’ offices.

1.6. “Services” means the services from time to time to be provided by the Park Owner to the Caravan Owner pursuant to the Agreement relating to the occupation of a Garden Plot for Recreational and Holiday purposes.

1.7. “Safety Policy” means the policy relating to the Park and the safety of the Caravan Owner specified by the Park Owner from time to time.

1.8. “Authorised Team” means those employees of the Park Owner designated by the Park Owner as authorised to carry out certain works specified by the Park Owner from time to time.

1.9. “Amenities or Facilities” means the facilities within The County Club, the fishing lake, children’s play areas, licensed premises located in the Park and any other facilities provided by the Park Owner from time to time.

1.10. “Community” means each and every Caravan Owner, his or her spouse and their dependent children under the age of eighteen and any visitor or guest to the Park who obtains temporary membership pursuant to rule number 35 hereof.

1.11. “Code of Practice” means the code of practice for selling and siting Holiday Caravans issued by the British Holiday and Home Parks Association (BH & HPA) current at the date hereof.

1.12. “Occupation Agreement” means an Agreement relating to the Occupation of a Garden Plot for Recreational and Holiday purposes where sub-letting is permitted and entered into by the Caravan Owner and the Park Owner.

1.13. Words importing the “singular” number shall be deemed to include the “plural” number and vice versa and where the Caravan Owner shall consist of two or more persons, all obligations by the Caravan Owner shall be deemed to be made by such persons jointly and severally.

1.14. The Park Owner reserves the right to suspend and/or terminate the Caravan Owners site licence should the Caravan Owner cause or be involved in any circumstance that may damage the good name and reputation of the Park.

2. All Liquid Propane Gas (LPG) supplies for use on the Park must be purchased solely from the Park Owner.

2.1. All LPG orders and requests for any other services provided must be made at the Main Reception within the advertised hours of service.

2.2. In accordance with the Safety Policy, only the Park Owners' authorised team are permitted to handle, deliver, connect or disconnect such gas cylinders and have the sole right to install, inspect, adjust or maintain all gas appliances situated in or around any Garden Plot.

2.3. Use or storage of more than two suitably connected LPG cylinders, as originally installed, to any Caravan or Garden Plot within the Park boundary is prohibited.

2.4. LPG cylinders may be stored in the open air. Alternatively, they must be stored in METAL constructions, which have High and Low level ventilation facilities and should be suitably marked "No Smoking, Highly Flammable Liquid"

2.5. The transit of LPG cylinders in confined spaces (i.e. car boots) and the handling of LPG cylinders by anyone other than the Park Owners' authorised team is strictly prohibited within the Park.

3. The Park Owner reserves the right annually, to ensure the continued safety of owners and their property by commissioning independent LPG safety tests at the expense of the Caravan Owner or more frequently, where the Park Owner has a reasonable suspicion that contravention of either the safety policy or the requirements of the local authority, the Environmental Health department or any statutory undertaking in any respect, has occurred.

4. The Park Owner retains the right to charge the Caravan Owner a fee for any services required either out of normal working hours, or not referred to in the Occupation Agreement.

5. The Park Owner reserves the right to accept, reject or check all post, deliveries and similar sent to the Park.

6. The Park Owner does not permit, at any time, the placing of or use of any form of firearm, gun, air-gun, explosive, dangerous toxic, noxious, or inflammable fluids or substances of any type, within the Park.

7. No open fires are allowed on the Park or on any adjoining land, with the exception of permitted portable barbeques.

8. The Caravan Owner is required to maintain the Caravan with serviceable fire prevention equipment of a type and standard approved by the Park Owner.

9. The colour or visual appearance of the Caravan may not be altered without the written consent of the Park Owner.

10. The Caravan Owner is responsible for keeping the Caravan looking clean, tidy and well maintained, the Park Owner reserves the right to give the Caravan Owner a seven day notice period to bring the caravan up to a required standard, if the Caravan Owner fails to do so, the Park Owner can do so at the Caravan Owners expense.

11. The Caravan Owner is responsible for keeping the Garden Plot looking clean, tidy and well maintained the Park Owner reserves the right to give the Caravan Owner a seven day notice period to bring the Garden Plot up to a required standard, if the Caravan Owner fails to do so, the Park Owner can do so at the Caravan Owners expense.

12. The Caravan Owner will seek permission for any Garden Plot Development work, as per the current Park Standards, and will await a final decision from the Park Owner before starting any work/changes to the Garden Plot. The Park Owner reserves the right to give the Caravan Owner a 14 day notice period to reinstate any unauthorised Garden Plot changes, if the Caravan Owner fails to do so, the Park Owner can do so at the Owners expense.

13. The washing of cars, other vehicles or watering of gardens using hose pipes or fire hose reel installations is not permitted.

14. Holes must not be dug or turf cut into in any way and trees, shrubs and plants must not be cut or interfered with.

15. Domestic waste must be placed in the waste disposal points provided by the Park Owner. White and Green garden waste bags are available from the Main Reception, note there may be a charge for removal.

16. The Caravan Owner (etc.), must be aware that all current Road Traffic act regulations are in force on the Park, with specific attention to seat belts, phone use and driving under the influence of drink or drugs.

17. All vehicles on the Park must be adequately insured against Third Party Risks and all drivers must hold a full current driving licence. The maximum speed limit on the Park is 10mph. All directional signage at traffic flow systems must be adhered to at all times and driver training within the Park is not permitted.

17.1. Mechanical or bodywork to any vehicle of any type is not allowed to be undertaken on the Park. Vehicles seemingly abandoned, or incapable of fulfilling any of the terms of the road traffic acts, will be removed from the Park at the expense of the Caravan Owner.

18. Parking of vehicles is restricted to the car stands at each Garden Plot and marked Parking areas within the Park. Parking is not allowed between caravans.

19. If you are not using your Holiday Home at the Park, we ask that you do not leave your car unattended either in any of the Patrington Have Leisure Park car parking areas or parked at your Garden Plot or any of your neighbours Garden Plots. If, for any reason, you require to leave your car

unattended whilst you are not at the Park you will require written permission from the Park Management team.

20. Boats are not permitted on the Park without the written permission of the Park Owner. Motorcycles, mopeds, scooters, flying machines or any other such powered vehicles liable to cause noise disturbance or pollution, other than the Caravan Owner's normal means of transport, are not permitted on the Park without written consent of the Park Owner. Lorries, trailers, vans or commercial vehicles of any type are not allowed on the Park at any time, without the written consent of the Park Owner.

21. The Caravan Owner is not permitted to fix, exhibit or permit to be affixed or exhibited to or upon any part of the Park or the Caravan any placard, poster, notice, for sale/to let sign or any other advertisement, except those approved by the Park Owner.

22. Electrical wiring, mains switches and cut-outs must not be tampered with or altered in any way. The Park Owner must fit a circuit breaker to the electrical supply and the permitted load must not be exceeded. Electricity and gas must be switched off at the main switch when the Caravan is not occupied. The Park Owner reserves the right, every three years, recommended, to ensure the continued safety of the Caravan Owner and his property by commissioning independent electrical safety tests, at the expense of the Caravan Owner or more frequently where the Park Owner has a reasonable suspicion that the contravention of either the safety policy, or the requirement of the local authority, environmental health department or any statutory undertaking in any respect, has occurred.

22.1. (Electric Safety Tests Fault categories explained)

22.1.1. C1 = Danger Present – Risk of injury. Immediate remedial action required. (Work will be carried out and charged accordingly)

22.1.2. C2 = Potentially dangerous – Urgent remedial action required. (A quote will be provided to the Owner, once confirmed the work will be carried out)

22.1.3. C3 = Improvement recommended. (A quote will be provided to the Owner and then it is their decision for the next steps)

22.1.4. FI = Further investigation required without delay. (Work will be carried out and charged accordingly)

23. The Caravan Owner must obtain written permission from the Park owner to install or replace any gas or electrical appliance in the caravan or on the Garden plot.

24. No external radio or television aerial, mast or dish, either for reception or transmission or any washing line may be erected anywhere within the Park without the written consent of the Park Owner, see current Park Standards.

25. No porches or extensions to any Caravan may be erected. No fences, driveways, landscaping or other permanent structure may be constructed or laid out on any Garden Plot without the written consent of the Park Owner. If either such consent is not obtained or where any item of development has been constructed with such consent and has deteriorated to such a degree, so as to adversely affect the visual amenity of the Park, the Caravan Owner shall remove the same or the Park Owner may do so, at the cost of the Caravan Owner. The ownership of any addition or alteration to the Garden Plot shall revert to the Park Owner at such time as the Caravan Owner shall no longer be entitled to site the Caravan on the Park. The Caravan Owner is required to regularly maintain the

Garden Plot in first class condition at all times and where he fails to do so the Park Owner retains the right to carry out any necessary remedial maintenance work at the Caravan Owners' expense, see current Park Standards. Caravan Owners agree that permitted weekend work consists of Grass cutting and basic garden maintenance and on weekdays they can carry out works such as shed building, caravan washing, hard landscaping, use of power tools, etc

26. Washing

26.1. Washing that can be hung out to dry on a weekend is swimming costumes and towels.

26.2. Caravan Owners agree to only hang out and air-dry general clothing washing on weekdays.

27. Caravan Owners may bring dogs onto the Park provided they are kept on a leash and are under strict control at all times. Caravan Owners must ensure that their dogs do not foul any area of the Park at any time. Visitors to the Park are not permitted to bring dogs onto the Park without the written consent of the Park Owner. The Park Owner reserves the right to introduce a registration scheme if the dog population exceeds acceptable levels or if the hazards of fouling or lack of control adversely affect the amenity of the Park. The Park Owner retains the right to require muzzling of some large or temperamental breeds, which might cause distress, trauma, upset or annoyance to other guests or visitors to the Park or authorised agents or employees of the Park Owners, during the exercising of their duties.

28. No animals other than those permitted under rule number 27, shall be permitted on the Park without the written consent of the Park Owners.

29. The Park Owner shall not be liable for any loss, damage or inconvenience of any nature whatsoever and to whomsoever the same may be caused arising from any part of the Park or any of the amenities, or facilities or services thereon, not being available, due to circumstances beyond the control of the Park Owner, or in such circumstances as relate to the good and efficient management of the Park.

30. The Caravan Owner is not permitted to use the Park or the Caravan or allow to permit or suffer the same to be used for any business, agency, trade, illegal or immoral purpose, not to do or permit or suffer to be done thereon or therein, anything which may be or may become a nuisance or annoyance or cause damage or inconvenience to the Park Owner, or to the local authorities or any of them or which may infringe any statutory rule, order or other regulation for the time being in force.

31. The Caravan Owner is not permitted to do or bring or cause or permit to be done any act, matter or thing, upon the property or any part thereof, by reason or in consequence of which, the rights of the Park Owner under any policy of insurance would or might be prejudicially effected, or which might prejudice the Park Owner's reputation, standing or trading ability.

32. The Park Owner shall not be liable for any injury, death, sickness or delay of or to any person entering the Park whether the Caravan Owner or occupier of the Caravan or user of any of the Parks amenities, facilities or services or otherwise, or for any loss, damage or detention of or to the property of any such person of whatsoever nature, however and whensoever, such injury, death, sickness, delay, loss, damage or detention, may be caused, save to the extent that the same is caused by negligence on the part of the Park Owner.

33. No music or loud noise outside any Caravan between the hours of 2300 and 0800.

34. Should the Caravan Owner changes the locks to their Caravan they Must supply a correctly labelled set of keys for each Caravan to the Park Owner for use in case of emergency and the Park Owner shall be at liberty, through its authorised agents and employees, to enter any Caravan at any time for the purpose of inspection, repair or replacement of equipment, services and property contained therein.
35. Restricted access applies to the Park, its amenities, facilities and services. Therefore, not all visitors to the Park are entitled to or eligible for any of the specialised privileges of ownership or membership of the Communities. Visitors to the Park may however, be afforded the opportunity of purchasing temporary membership of the Community, on a weekly basis, which may entitle them to such access and use, as is decided by the Park Owner. Such concessional passes are obtainable from The Country Club Reception on payment of the appropriate fee for the use of such facilities. The Park Owner reserves the right to refuse entry in all and any circumstances.
36. The Caravan Owner may not hire the Caravan or let or permit it to be occupied by such people as are likely, in the opinion of the Park Owner, to cause any distress, disturbance or annoyance to or likely to interfere with the enjoyment or use of any other Caravan or any of the Park amenities, facilities or services by any Caravan Owner, occupant or visitor on the Park, or any authorised agent or employee of the Park Owner.
37. In the event of a reasonable complaint from any sub-tenant/sub-licensee, the Park Owner reserves the right to remedy immediately such complaint and to recover the cost incurred from the Caravan Owner.
38. The Caravan Owner must, at all times, observe and perform the Code of Practice guidelines with regard to letting and sub-letting.
39. The Caravan Owner, his relatives, friends, visitors and guests of the Park are required to conduct their affairs whilst on the Park, in such a fashion as to avoid distress, disturbance or annoyance or to interfere with the enjoyment of any other Caravan Owners or users of other Caravans, visitors to or of any of the Park's amenities, facilities or services or any authorised agents, visitors or employees of the Park Owner, and shall forthwith upon request, remedy any damage and reimburse any costs caused as a result of any breach of this rule. The Caravan Owner undertakes for himself and any person within the Park as a consequence of the Caravan Owner's ownership of the Caravan, to observe and perform the Park rules here in contained.
40. The Caravan Owner (etc.) is required to conduct themselves and their affairs in accordance, without breach of all prevailing criminal law, breaches of may result in the immediate termination of the licence to occupy a plot.
41. Fishing is restricted to Caravan Owners and anglers authorised by the Park Owner between 7am and the Park street lights turning on, from the 7th February to 7th January annually. No children under the age of 15 are permitted to fish the lake unless accompanied by an adult. All anglers much hold a valid water authority licence and are required to produce it on request to any authorised agent or employee of the Park Owner. The general principles, adopted by all reputable and recognised angling clubs and associations apply. A copy of the Fishing Rules are available from the Main Reception.

42. You cannot copy anything from our website (even photos) without our written permission. Nothing in our agreement gives you or the people who come with you any rights over our trade marks or other intellectual property. And you promise that you will not acquire any rights to any of our trade marks or intellectual property.

43. The Country Club / Guy's Café Bar & Restaurant Policy

43.1. Please note all our team members in food and beverage are trained in food allergen awareness. If you have a food allergy or special dietary requirement, please talk to one of our team members before ordering your food. Our food is all handled and prepared very carefully. We will give you as much information as we can about the ingredients and how the food is prepared so you can make an informed decision about whether or what to order in The Country Club. The following policy is being put into place, with immediate effect, for Owners Visitors and Members:

43.2. If a customer wishes to open a bar tab they must do one of the following:

43.2.1. Leave a Credit/Debit card in the Card Safe

43.2.2. Once a Members' card is swiped it will be retained in the Card Safe

44. If a Members' card is used to open a tab, the balance will be checked by a member of the team prior to the tab being opened. The tab will only run to the value on the card, once the tab reaches the amount on the card, no further items will be added until a 'top up' is made.

45. Tabs must be closed at the end of each day and cannot be carried over to the next day or over a weekend.

46. If a tab is repeatedly left open, customers may be refused a tab going forward.

47. Customers are always welcome to pay as they go for all drinks and food items.

48. A name is not sufficient to hold open a bar tab, a Debit/Credit card or Members' card must be presented to a member of the team, to be retained within the Card Safe.

49. The Park Owner requires Caravan Owners, Guest and Visitors to The Country Club who wish to run 'a tab' to leave a credit/debit card or Platinum card with Guy's Cafe Bar & Restaurant, the 'tab' Must be settled by the individual before leaving the building.

50. Dress

50.1. The Park Owner requires the Caravan Owner, Guests and Visitors to the Park to dress to an appropriate standard when using the Park facilities:

50.2. No athletic wear within Guy's Café Bar & Restaurant, this includes no sleeveless tops, and no track-suit bottoms.

50.3. When entering buildings, on the Park; Caravan Owners, Guests, Visitors and Contractors are required to wear appropriate upper body clothing.

51. Licencing

51.1. It is against the law for an adult to purchase or attempt to purchase alcohol on behalf of someone under the age of 18. However, it is not illegal for an over 18 to buy a child over the age of 16 beer, cider or wine if they are eating a table meal together in a licensed premises.

51.2. Team members have a legal responsibility to refuse service to any person who is or appears to be, under the legal age, or intoxicated by drink or drugs. It is also an offence for a customer to buy or supply other customers who is or appears to be, under the legal age, or intoxicated by drink or drugs.

52. Children's Policy

52.1. As a Family orientated Park the safety and well-being of children using the Park and its facilities are of utmost importance to us together with our Public Liability Insurance, Legislation, Health & Safety, Licensing Law and Child Welfare, we are being forced to introduce new rulings regarding children under the age of 16 years of age who use the following facilities:

53. The Country Club

53.1. Any child under 16 years of age must be accompanied by a competent adult at all times

53.2. Platinum Cards must be carried at all times.

54. Kids Club

54.1. A competent Adult to be contactable, at all times, on the Park during Kids Club sessions

54.2. Children's places to be paid for on or before booking

54.3. A competent Adult to complete the child registration paperwork per School Holiday

54.4. A competent Adult to sign their child in and out of each session

54.5. The above rulings have been created in line with guidance by Health & Safety and alongside our safeguarding and fire evacuation policies.

55. Pool

55.1. Children under 12 years of age, must be accompanied by a competent swimmer of 16 years or over

55.2. Patrington Haven Leisure Park reserve the right of entry based upon swim levels i.e. ratio of Adults to Children.

55.3. We do everything we can to keep you and your party safe (and, of course, we have to do what the law, Health and Safety Executive and local authorities say). That could mean offering different activities or even, in the worst-case scenario, closing our facilities at short notice. We'll always try to tell you as soon as we know. It's important that you always follow our advice for staying safe while you're with us. We don't put lots of silly rules in place just for the sake of it, but we do have a few important ones designed to keep you safe. And here's one of them: if you're under 8 (or you can't swim) and want to use our swimming pools, you must always be in the water with a responsible adult. One adult can be responsible for up to two children under 8 and must make sure that non-swimmers or beginners don't go out of their depth. We also ask that everyone in and around the water does exactly what our team ask, because your safety is our number one priority.

55.4. For further details please see The Country Club Reception.

GDPR – General Data Protection Regulations (25 May 2018)

1. What we need

Our Privacy Policy governs the use and storage of your data. You can see our current Privacy Policy at <https://www.patrington-haven.co.uk/privacy-cookies>

This Privacy Policy is subject to change but will be available in this location.

Patrington Haven Leisure Park Limited is a Controller of the personal data you (data subject - person) provide us. We collect the following types of personal data from you:

- name
- contact information including email address
- demographic information such as postcode, preferences and interests
- other information relevant to customer surveys and/or offers

2. Why we need it

We need your personal data in order to provide you with the following services:

- We will use your information in connection with the products and services offered by the Leisure Park.
- We may use the information to improve our products and services.
- We may periodically send promotional emails about new products, special offers or other information which we think you may find interesting using the email address which you have provided.
- From time to time, we may also use your information to contact you for market research purposes.

We may contact you by email, phone, SMS or mail. We may use the information to customise the website

according to your interests.

3. What we do with it

Your personal data is processed in Patrington Haven Leisure Park Office located in England. Hosting and storage of your data takes place in Patrington Haven which is located in England.

We may need to pass your information to trusted suppliers, manufactures and businesses in connection with the products and services offered by the Leisure Park.

This does not include selling or passing on your data to unrelated parties.

4. What are your rights?

Should you believe that any personal data we hold on you is incorrect or incomplete, you have the ability to request to see this information, rectify it or have it deleted. Please contact us for further details.

In the event that you wish to complain about how we have handled your personal data, please contact Data Protection Officer at admin@phlp.co.uk or in writing at Patrington Haven Leisure Park Limited, Patrington, Hull, East Yorkshire, HU12 0PT. Our Administrator will then look into your complaint and work with you to resolve the matter.

If you still feel that your personal data has not been handled appropriately according to the law, you can contact the ICO (Information Commission Office, <https://ico.org.uk/>) and file a complaint with them.