



The UK trade body for the tourer, motorhome,  
holiday home and park home industries  
[www.thencc.org.uk](http://www.thencc.org.uk)



# Holiday Park Holiday Home Ownership Code of Practice

For the purchase and sale of new and pre-owned Holiday Homes,  
the agreement to occupy a pitch on a holiday park and the  
provision of warranty and maintenance services



**APPROVED**

Holiday Park  
Holiday Home Ownership

[www.approvedholidayparks.co.uk](http://www.approvedholidayparks.co.uk)



# Index

	Page No.
■ <b>Foreword from the NCC</b> .....	3
■ <b>Our Members' Advice and Recommendations to You</b> .....	4
■ <b>The Holiday Park - Holiday Home Ownership Code of Practice:</b>	
Our Members' Commitment to You.....	8
1 Marketing and Advertising .....	9
2 Sales, Warranties and Maintenance .....	9
3 Right to and terms of the Licence Agreement .....	10
4 Occupancy of the pitch .....	11
5 Other charges and changes in pitch fees .....	11
6 Changes in arrangements on a park .....	12
7 Resale of the Holiday Home .....	13
8 Removal of the Holiday Home from the pitch or holiday park.....	13
9 Giving or bequeathing the Holiday Home to family members .....	13
10 Complaint Handling .....	14
■ <b>Explanatory Notes, Copyright and Contact Information</b> .....	15
■ <b>Appendix 1 - Definitions</b> .....	16

# Foreword from the Director General of the NCC

The NCC is the UK trade body for the tourer, motorhome, holiday home and park home industries. Founded in 1939 our membership encompasses all sectors of the industry: park owners, manufacturers, dealerships and distributors and specialist suppliers of products and services. We also founded, and are a key member of, the European Caravan Federation, which promotes and strengthens the industry within the European Community.

Our vision is for a self-regulated, efficient and competitive UK market and industry that treats consumers fairly, delivers high levels of customer satisfaction and provides full protection and access to redress should this be needed.

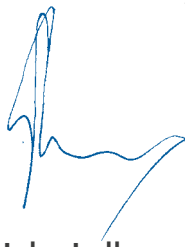
To help us achieve this, the NCC has developed this Code of Practice as the basis of the NCC Approved Holiday Park - Holiday Home Ownership scheme. It is primarily for the benefit and protection of Holiday Home Owners setting out the principles of good practice and minimum standards that must be followed by scheme members when selling new and pre-owned Holiday Homes, when issuing a 'Licence Agreement' to occupy a Holiday Home pitch and when providing warranty and maintenance services. In addition, it acts as a benchmark of best practice against which scheme members' performance towards meeting the Code can be assessed. Please remember that the Code should be read in conjunction with the Purchase and Licence Agreements that you will sign when making your purchase.

A key feature of the scheme is the "NCC Approved Holiday Park - Holiday Home Ownership" logo which scheme members can use on their premises, website, advertising or promotional materials only when they have been independently assessed and have achieved approved status. It is designed so that you can easily recognise businesses that have been assessed against and meet this Code of Practice. We recommend you always look for the logo when considering any purchase and always check on our website for a definitive and current list of members who have achieved approval.

On the following pages, you will find outlined the commitments our scheme members make to you. In recognising the important role that you, as a consumer, have in the buying and selling process, they also offer you valuable advice and recommendations to make sure you get the right Holiday Home you want and the best possible service.

We commend this Code of Practice to you and wish you many happy years in your Holiday Home on the park of your choice.

Yours faithfully



**John Lally**  
NCC Director General

# Our members' advice and recommendations to you



## 1. General

If anything is not clear to you, at any stage of your dealings with us, please clarify it with us or take advice as necessary before you commit yourself to any transaction. And to allow us to serve you best, please co-operate fully and openly with us at all times.

## 2. Research before buying

**Likely Usage** - Try to define what you will mainly use the Holiday Home for (e.g. own use, family use, hiring out, seasonal use, etc., all of which may influence the specification of your Holiday Home)

**Running Costs** – Remember to take into account annual charges such as pitch fees and rates, and annual running costs (e.g. gas, electricity, water, insurance, winterisation, safety checks etc.).

**Suitability** - Research the new or pre-owned Holiday Home you are considering purchasing as well as the park, to ensure that both meet your expectations: in other words, suit your requirements and budget.

**New or Pre-owned?** - Consider whether you want to buy a new or a pre-owned Holiday Home.

**Offers** - Research product offers as widely as possible.

*continued...*

# Our members' advice and recommendations to you

*continued...*

## 3. Ordering and handover of your holiday home

**Special Needs** – Please inform us of any special needs or additional requirements as we cannot provide advice on the suitability of a Holiday Home model for any particular purpose if you have not explained your needs to us (e.g.: disability requirements, French doors, etc.).

**Specification** - Check that the specification and appearance of the Holiday Home you are ordering from us matches your requirements, as some features are often optional or substitutable extras.

**The Purchase and Licence Agreements** – Remember that these are legally binding documents and some terms may be negotiable (e.g.: part exchange value, rate of commission, Agreement Period).

**Ordering a pre-owned Holiday Home** - Ask to see, and obtain copies of, the relevant safety check certificates for any pre-owned Holiday Home you intend to purchase.

**Handover** - Ensure you are aware of and fully understand all aspects around the handover procedure, warranties and warranty procedures and clarify with us anything on which you would like any additional explanation.

**Deposits** - When making a deposit, make sure everything is clear to you, or take advice as necessary to understand how it is secured, the length of the cooling off period and the cancellation terms.

## 4. The licence agreement and your time on the park

**Terms and Conditions** - Familiarise yourself with all the terms and conditions in the Agreement, the Park Rules, any site licence conditions, all related documents/information and all aspects covering annual fees and charges, procedures, occupancy (tenure) and arrangements relating to changes on the park. Please also remember that the obligations placed on us by the Local Authority Site Licence may be subject to change which may affect the terms and conditions or park facilities/amenities.

**The Licence Agreement** – Remember that this is a legally binding document.

**Holiday Home Owner Signatures** - The Agreement must be signed by all the named owners of the Holiday Home.

**Insurance** – Research insurance to ensure you choose the policy and supplier that best meets your needs and also take into account any special requirements (e.g. winterisation).

**Maintenance** - Consider your likely usage of the Holiday Home and the need to keep it properly maintained and in good condition, in accordance with the manufacturers' instructions and the appropriate health and safety requirements including the precautions needed for winter weather.

**Non-permanent residence** - Remember that you must not use the Holiday Home as your permanent UK residence under any circumstances, even if the park has a 12 month site licence.

**Behaviour** – Remember your responsibilities regarding on-site behaviour including respect of the privacy and rights of others on the park.

**Change of Address** – You must keep us informed of any change to your permanent residential address and provide proof of this address on request.

*continued...*

# Our members' advice and recommendations to you

*continued...*

## 5. Selling or bequeathing your holiday home

**Commission arrangements** - Ensure that you are aware of and fully understand, all aspects of the sales process and the commission arrangements that you, as the seller, are responsible for upon the resale of your Holiday Home as set out in the Licence Agreement.

**Notification** - Remember your obligations under the Licence Agreement to keep us informed if you are intending to put the Holiday Home on the market or if you subsequently decide to take it off the market.

**Safety check certificates** - Ensure you comply with all the requirements for having valid utility/appliance safety check certificates when selling the home.

**Giving or bequeathing your Holiday Home** - Remember that this procedure does not affect your right, or those of your personal representative(s) or executors, to sell the Holiday Home according to the procedure detailed in the Licence Agreement.



## 6. Removal of your holiday home from the pitch or park

**Circumstances leading to removal** - Familiarise yourself with all the various aspects and circumstances relating to removal of your Holiday Home from the pitch, what may constitute a breach of the Licence Agreement and/or the Park Rules and the consequences of this.

**Rights and Procedures** - Familiarise yourself with your rights and obligations including:

- a. Written notice periods if you intend to give up your pitch or if there is some breach of obligation on our part.
- b. Your right to take further action against us if we are proven to be in breach of our obligations under the Licence Agreement.
- c. Arrangements for the removal of the Holiday Home and all other property from the Park within one month after termination of the Licence Agreement.
- d. Payment for removing the Holiday Home from the Park.

*continued...*

# Our members' advice and recommendations to you

*continued...*

## 7. In case of problems

**Let us know** - We understand that there may be times that you are not happy with the service we provide and may wish to make a complaint. To help us address these promptly and effectively, please refer the matter to us in the first instance, preferably in writing.

**Our response** – As a condition of this Code of Practice, we maintain a written complaints procedure and we advise you to familiarise yourself with it so that you know how we will deal with and respond to any complaint.

**Time to complete agreed actions** - Remember that although we may be able to issue a response or final decision to a complaint within the set timescales, this does not automatically mean that we are able to complete any agreed remedial action within the same timescales (e.g. we may be reliant on parts supply from a third party, etc.).

**If you remain dissatisfied** - If we have issued our response and/or final decision and you remain dissatisfied, or we have failed to respond within the specified timescales, you may refer the matter to the NCC Informal Dispute Resolution Service. If that service fails to resolve the complaint, it may be escalated to the Independent Case Examiner (the Examiner).

**Other means of redress** - Please remember that, while the Examiner's final decision will be binding on both you and us, you are free to seek other legal means of redress if you wish to do so - either before or after your complaint has been considered. Please note though that the outcome/decision of any case may be taken into account by any other redress provider (e.g. Arbitrator/other Independent Case Examiner/ Ombudsman) and vice versa.

**Further Information** – For additional information about complaint handling, please refer to Chapter 10 of the Code and/or the guidance on the Code website.  
([www.approvedholidayparks.co.uk](http://www.approvedholidayparks.co.uk))

# The Holiday Park - Holiday Home Ownership Code of Practice

## Our members' commitment to you

### In addition to the main provisions within this Code, we will:

- Satisfy the criteria for membership of the NCC
- Comply with all the provisions of this Code
- Comply with, and explain, the terms of the Licence Agreement we issue to you
- Maintain adequate and appropriate insurance to protect you
- Ensure that staff are suitably qualified in their roles and are fully aware of, and comply with, all our responsibilities under this Code
- Ensure that our business, its products and services comply with industry rules, standards and agreements and all relevant laws and statutory regulations
- Have in place, adopt, and regularly review written policies and procedures for key business aspects such as customer service, complaints handling and Health and Safety
- Be authorised by the appropriate authority where necessary, (e.g. Financial Services Authority/Financial Conduct Authority) to carry out any regulated financial activities
- Comply with Data Protection requirements and ensure that customers' details will not be passed to anyone without their express permission
- Ensure that the operation of the Park follows the conditions laid down by the Local Authority in the Planning Consent and Site Licence
- Clearly display and draw to your attention the main provisions of the Site Licence and Park Rules
- Ensure any limitations on the use (e.g.: holiday use only) of the Holiday Home are shown in the Licence Agreement and explained to you
- Regularly review the quality of services provided by any subcontractors
- Comply with the spirit of this Code, act with integrity by conducting our business in an honest, fair and professional manner, exercise due care, skill and diligence and not bring the Code or scheme into disrepute
- Monitor compliance with the Code at least annually and facilitate NCC assessments on a regular basis
- Carry out regular customer satisfaction surveys and respond positively to any feedback as part of a continuous improvement philosophy

*continued...*



# The Holiday Park - Holiday Home Ownership Code of Practice

*continued...*

## 1. Marketing and Advertising

1. Our marketing will feature the current NCC Approved scheme logo.
2. We will ensure there is nothing confusing or misleading in our marketing and advertising, promotions or publications (including any comparisons with other Park Owners).
3. We will ensure our marketing and advertising is clear and accurate.
4. We will ensure we comply fully with all legislation and regulations relevant to marketing and advertising.
5. Where marketing and advertising refer to 'guarantee' or 'warranty', we will ensure full warranty terms are available. Your statutory rights will not be affected.

## 2. Sales, Warranties and Maintenance

1. We will ensure our sales staff and/or sales agents do not give sales advice, or use techniques, which place undue or improper pressure on you and if you are a vulnerable customer, we will meet your needs appropriately.
2. We will ensure that all new and pre-owned Holiday Homes we sell are models that have been approved under the NCC Product Approval Scheme (or prior certification scheme), unless expressly advised to you in writing.
3. Upon ordering, we will issue you with either a completed copy of the NCC model Purchase Agreement, or our own Purchase Agreement based on, and containing no less favourable terms than, the NCC model Purchase Agreement.
4. In accordance with the Price Marking Order 2004, all our pricing information will be unambiguous, clearly displayed and what is/is not included in that price (e.g. pitch fees) will be itemised and properly explained to you.
5. We will produce a retail price list for all the models that we offer for sale.
6. We will produce a pricing template that at least includes the following:

Make	Size
Model	No. of Beds
Year	Features
Price excludes: Transport, Siting and Commissioning, Pitch Charges	
<b>Price</b>	

'Features' will specify any selling points of the Holiday Home

7. We will provide clear and concise information on the arrangements for deposits (where appropriate), cooling off periods and cancellation rights.
8. We will conduct a fully documented handover on the sale of new and pre-owned Holiday Homes and ensure you are aware of, and understand, the warranty and maintenance services available.

*continued...*

# The Holiday Park - Holiday Home Ownership Code of Practice

*continued...*

## New Holiday Homes

- a. At the point of handover we will give you the manufacturer's Holiday Home handbook and the manufacturer's Holiday Home warranty document and draw your attention to its main provisions.
- b. We will ensure the warranty document includes, or you receive information about, claims procedures, contact information, and items specifically included in, or excluded from, its provisions. Your statutory rights will not be affected.
- c. Where possible, we will transfer the unexpired portion of any manufacturer's new Holiday Home warranty to a subsequent owner at no cost to the new owner. Where repair work is required under the warranty it may be carried out by us or our Distributor representative staff if authorised by the manufacturer. A repairer who has not been authorised by the manufacturer may not carry out work as the warranty may be invalidated if this happens.
- d. In the event that a Holiday Home is unusable for an extended period to fix warranty faults, we will ask the manufacturer to extend the warranty period. Your statutory rights will not be affected.
- e. We will not charge you for repairs under a manufacturer's warranty.

## Pre-owned Holiday Homes

- f. Where possible, we will clearly state, as a condition of sale, whether a manufacturer's warranty has expired on a pre-owned Holiday Home unless we provide our own, or a non-manufacturer, warranty.
  - g. If we offer our own warranty, we will ensure it includes, or you receive information about, claims procedures, contact information, and items and charges specifically included in, or excluded from, its provisions. The warranty will not affect your statutory rights.
  - h. We will ensure that all pre-owned Holiday Homes offered for sale have been safety checked by suitably qualified contractors (i.e. to meet statutory requirements such as Gas Safe) and have valid safety check certificates.
9. We will continue to provide you with support and assistance following the purchase of your Holiday Home and liaise with manufacturers on your behalf both during and outside the warranty period.

## 3. Right to and terms of the Licence Agreement

1. In addition to the Purchase Agreement, we will issue you with a Licence Agreement to occupy a holiday pitch on the park and a copy of the Park Rules before you enter into any legally binding agreement.
2. We will explain the main provisions of the Park Rules to you.
3. The Agreement will be personal to you and not capable of assignment or transmission by you.
4. We will ensure that the Agreement complies with all relevant consumer legislation and regulations and the provisions of this Code and, in particular, the terms relating to occupancy.

*continued...*

# The Holiday Park - Holiday Home Ownership Code of Practice

*continued...*

## 4. Occupancy of the pitch

1. The Licence Agreement we give to all purchasers of new and pre-owned Holiday Homes will clearly state the Agreement Period.
2. On the sale of a new Holiday Home we will offer you an Agreement Period of not less than twelve years from the date you purchase your Holiday Home.
3. In the case of a pre-owned Holiday Home being sold by us, we will give you an Agreement Period of not less than the balance of the Agreement Period from the date the Holiday Home was first purchased by a consumer.
4. Where we, as a member of the NCC Approved Holiday Park - Holiday Home Ownership scheme:
  - a. Buy a park where the Holiday Home Owners are without the benefit of a Licence Agreement, we will give all owners an Agreement and consider offering an Agreement Period of not less than the unexpired period from the date the Holiday Home was first purchased by a consumer.
  - b. Buy a park where some, or all, of the Holiday Home Owners have the benefit of an existing Licence Agreement, we will consider offering all owners a new Agreement and consider an Agreement Period of not less than the unexpired period from the date the Holiday Home was first purchased by a consumer.
5. In all other cases, such as at the end of the initial period of occupancy, the Agreement Period is entirely a matter for negotiation and agreement between you and us.
6. During the period of any Licence Agreement, we will not require you to remove a Holiday Home for the purposes of creating a sale or solely on account of its age.

## 5. Other charges and changes in pitch fees

1. We will provide at least 45 calendar days written notification and explanation of a proposed change in pitch fees:
  - a. Normally pitch fees will change in line with RPI (inflation) or to cover the cost of improvements on the Park, or changes in the Park operating costs including those brought about by changes in the law or regulatory change and by taxation.
  - b. If 51% or more of all Holiday Home Owners on the Park object in writing to the change then the matter will be determined either by agreement between us or, if we both agree, by referral to an arbitrator (or in Scotland an arbiter) or through the courts.
2. We may pass on to you as appropriate any charges which are outside our control such as rates, water charges and other charges paid to third parties:
  - a. We will make clear within the Licence Agreement which services and charges are included in the pitch fee and which additional services and charges are not included.
  - b. If we receive notice of a change of charges outside our control, we will provide as much advance notice as possible to you.
  - c. Statutory charges such as rates will be in accordance with relevant legislation.
  - d. We will re-sell electricity and mains/natural gas to you at the price we pay for it.
  - e. We will not sell LPG gas (piped and/or bottled) at a price higher than the recommended retail price as set from time to time by the gas supplier.

*continued...*

# The Holiday Park - Holiday Home Ownership Code of Practice

*continued...*

- f. We have the right to charge a reasonable administrative fee to cover maintenance of the infrastructure and meter readings in accordance with current regulations.
3. We will check that Holiday Homes are properly insured against the insurance requirements clearly stated in the Licence Agreement. Where you choose not to insure the Holiday Home through the policy we offer, you must show us the original and provide a copy of the insurance for us to verify that adequate and equal cover is in place. Where such a check takes place, we will be entitled to recover the reasonable costs incurred up to a maximum of £35 + VAT.

## 6. Changes in arrangements on a park

1. We are entitled to make changes to the Park or the way it is managed or run because we may wish to develop or improve the Park or its facilities in the normal course of developing our business, or because we are asked to make changes to comply with a Local Authority Site Licence condition.
2. We will give you at least 28 calendar days' notice and also consult with Holiday Home Owners regarding any proposed changes to the Park Rules.
3. By way of example, this may include the development of new facilities and amenities or the provision of new services or environmental improvements.
4. If the change in arrangements results in a change to the pitch fees, we will follow the procedure detailed in section 5 of this Code.
5. We will ensure that where such changes take place the Licence Agreement will not subsequently be amended unilaterally but it will be binding on our successors in title. New terms and conditions will not be introduced which represent a fundamental change to previous Agreement terms. Examples of actions which would amount to breach of this paragraph are:
  - a. Introducing a new requirement that you must hire out your Holiday Home where this had not been a requirement before.
  - b. Introducing provisions which discriminate unreasonably between you and any other Holiday Home Owner on the Park.



*continued...*

# The Holiday Park - Holiday Home Ownership Code of Practice

*continued...*

## 7. Resale of the Holiday Home

1. You will have the right to sell your Holiday Home in three ways, as long as you have settled all outstanding accounts due to us in excess of £200 and advised us in writing of your intention to sell the Holiday Home in line with the terms in the Licence Agreement, as follows:
  - a. You may sell the Holiday Home to us if we agree
  - b. You may sell the Holiday Home and the rights of any unexpired Agreement Period to keep it on the pitch (after offering us first refusal), to a buyer (subject to our prospective new owner procedures and payment of any agreed commission by you as the seller, to us)
  - c. You may sell the Holiday Home off the park (reasonable removal charges apply)
2. We will ensure that the procedure for the sale of the Holiday Home by you is clearly stated within the Licence Agreement.
3. We will ensure we do not charge more than the industry maximum rate of commission of 15% + VAT for resale of the Holiday Home on the pitch.

## 8. Removal of the Holiday Home from the pitch or holiday park

1. We will ensure that the procedures for removal of the Holiday Home either from the pitch or holiday park, or for when the Licence Agreement comes to an end, are clearly stated. This includes:
  - a. Breaches on your part capable of remedy, breaches not capable of remedy and written notice periods
  - b. Repayment of any pitch fees and other charges (e.g. water rates) that have been paid by you in advance on terms no less favourable than those in the industry agreed scale of payments (see termination section in the Licence Agreement)
  - c. Written quotations and charges relating to de-siting and removal of the Holiday Home
  - d. De-siting and removal costs associated with breaches on our part
  - e. Written notice from us and our responsibilities if we need to temporarily move your Holiday Home (e.g. for redevelopment, access, emergency, etc.)
  - f. Our responsibilities related to the replacement of your Holiday Home on its original pitch or move to an alternative pitch

## 9. Giving or bequeathing the Holiday Home to family members

1. We will ensure that your rights and the procedure for the giving or bequeathing of the Holiday Home by you are clearly stated in the Licence Agreement and explained, including our prospective new owner procedures.

*continued...*

# The Holiday Park - Holiday Home Ownership Code of Practice

*continued...*

## 10. Complaint Handling

1. Complaints should be made to us in writing in the first instance - we will maintain a clear and formal written complaints procedure and tell you what this is.
2. We will take effective and immediate action to try and resolve any customer complaint.
3. We will:
  - a. Acknowledge your complaint, in writing or by phone, within 7 days of receipt
  - b. We will issue an initial response or a final decision, in writing, as soon as possible or at the latest within 14 days of complaint receipt
  - c. If we issue an initial response and you notify us that it does not resolve your complaint, we will issue a final decision, in writing, as soon as possible or at the latest within a further 28 days
  - d. In all instances, if we need more time to investigate and manage your complaint (e.g.: because it involves another party), we will provide written reasons why and an estimate of the date when we expect to be able to issue an initial response or final decision.
  - e. Keep a complaints log which will be available for inspection by NCC assessors.
4. We will keep you informed either by letter or e-mail, whichever you prefer.
5. Any final decision will include details of the NCC Informal Dispute Resolution Service and the NCC Independent Case Examiner (the Examiner) in case you require independent redress.

Please note that the Examiner will only consider complaints that have been sent to, and considered by, the NCC Informal Dispute Resolution Service first.

6. If you are not satisfied with our final decision, or if we exceed the response timescales, you should then refer your complaint to NCC for informal dispute resolution. If this fails to resolve your complaint or if the NCC Informal Dispute Resolution Service is not able to handle your complaint, your complaint may be escalated to the Examiner. We will co-operate fully with the Examiner during an investigation and comply with his final decision which is binding on us both. Please note an administration fee of £60 (including VAT) will be charged by NCC should you wish to use the Examiner service. This fee is only refundable if the Examiner finds in your favour, subject to his discretion. There are no other charges to you for using the service.
7. We will liaise, at your request, with anyone acting formally on your behalf (e.g. Trading Standards, Citizens Advice Bureau, Consumer Advice Centre, etc.).

# Explanatory Notes, Copyright and Contact Information

1. This Code should be read in conjunction with your Purchase and Licence Agreements.
2. Throughout this Code, all references to "Licence Agreement" mean the agreement between the member and the Holiday Home owner for the Holiday Home to occupy a pitch on the Park. This may be the NCC model Licence Agreement in full, or the member's own Licence Agreement based on, and containing no less favourable terms than, the NCC model Licence Agreement.
3. This Code is not intended to benefit those who own and sub-let Holiday Homes as a business activity. Similarly it is not applicable to owners of residential park homes (mobile homes) who occupy such as permanent residences on residential parks with the benefit of a Written Statement as provided for under the Mobile Homes Act 1983 (as amended).
4. Neither this Code nor any Licence Agreement will confer on the Holiday Home owner any interest in land or any rights after the end of the Agreement Period to site a Holiday Home on the Park.
5. For the avoidance of doubt, this Code will only apply to agreements (whether new or renewal) entered into after the issue date of this Code (see footer) and will not have retrospective effect in relation to any agreements entered into prior to the start date which would otherwise have been covered by the Code.
6. None of the terms contained in this Code will affect the Holiday Home owner's rights under the relevant consumer legislation and regulations.
7. Throughout this Code, reference to one gender includes the other gender and reference to the singular includes the plural.
8. Throughout this Code reference to "we", "us" and "our" refer to the scheme member and reference to "you" and "your" refer to the Holiday Home purchaser/owner.
9. No part of this document may be reproduced in any form without the prior written permission of the NCC. The full Code can be viewed on our website.

## Contact Information

**The NCC,**  
Catherine House,  
Victoria Road,  
Aldershot,  
Hampshire GU11 1SS

Tel No: 01252 318251  
Fax No: 01252 322596

**E-mail:**  
info@thenc.org.uk

**Websites:**  
www.thenc.org.uk or  
www.approvedholidayparks.co.uk

© 2013 National Caravan Council Limited

# Appendix 1 - Definitions



The following terms are used throughout the Code and are defined as follows;

<b>"Advertising"</b>	Any activity to promote or publicise us, our services or the Holiday Home or the park (whether in writing or otherwise including electronic media).
<b>"Agreement"</b>	The Licence Agreement.
<b>"Agreement Period"</b>	The length of time agreed with the park owner, that you have the right to keep the Holiday Home on a pitch on a holiday park (the tenure or occupancy). Not to be confused with the months within the year that the site licence allows the Holiday Home to be occupied.
<b>"Assessor"</b>	An independent, impartial and suitably experienced/qualified person, appointed by the NCC, who performs assessments on our business in order to verify our compliance with this Code.
<b>"Business"</b>	An on-going trade, profession or occupation carried out for the purpose of gain or reward.
<b>"Code"</b>	This Consumer Code of Practice.
<b>"Commission"</b>	The payment to be made to us by the seller, if you sell the Holiday Home on the pitch and we issue a new Licence Agreement to a new Holiday Home Owner.
<b>"Commitment"</b>	A promise/express assurance on which expectation is to be based.
<b>"Consumer"</b>	A person who acquires goods and services for his own personal needs. Includes and describes the owner/end user of any Holiday Home as described in the Code, any person enquiring about purchasing a new or pre-owned Holiday Home and any person buying services from us.

*continued...*



# Appendix 1 - Definitions

*continued...*

<b>“Consumer Code”</b>	A Code of Practice that promotes and protects the interests of consumers and establishes a benchmark for industry best practice.
<b>“Distributor”</b>	An agent selling new and pre-owned Holiday Homes who offers a retail, aftersales, warranty and maintenance service to holiday parks and the public.
<b>“Family Member”</b>	In relation to you, your spouse, civil partner, parent, grandparent, child (including stepchild), grandchild, brother or sister including the spouse of any of those persons.
<b>“Hire”; “Hiring”</b>	The act of obtaining for payment whether in cash or in kind for the use of the Holiday Home by persons (except Family Members) other than yourself.
<b>“Holiday Home”</b>	The Holiday Home sold for holiday and recreational use and specified in a Licence Agreement.
<b>“Holiday Home Owner”</b>	The individual (you) in possession of the Holiday Home and party to a Licence Agreement.
<b>“Independent Case Examiner (the Examiner)”</b>	An independent, impartial and suitably experienced/qualified person, appointed by the NCC, who investigates and makes decisions on unresolved complaints.
<b>“Inflation”</b>	The movement of the General Index of Retail Prices (RPI) published by the Office of National Statistics. If it becomes impossible to measure Inflation by means of the RPI, then some other index having a similar purpose published by a public body would be used.
<b>“Licence Agreement”</b>	The written agreement (sometimes known as a Pitch Licence Agreement) between you and us to keep a Holiday Home on a pitch on the Park. This may be the NCC model Licence Agreement in full, or our own Licence Agreement based on, and containing no less favourable terms than, the NCC model Licence Agreement.
<b>“Manufacturer”</b>	The Holiday Home manufacturer.
<b>“Member”</b>	The scheme member participating in the NCC Approved Holiday Park - Holiday Home Ownership scheme.
<b>“NCC”</b>	The National Caravan Council.
<b>“NCC Approved Holiday Park - Holiday Home Ownership logo”</b>	The logo shown on the front of this document. The logo can only be used by a scheme member on their letterhead, promotional and advertising material, website and premises when they have been assessed against and meet the Code of Practice, and have been granted Approved Status under the scheme.
<b>“NCC Approved”</b>	A badge that identifies that NCC members’ product or consumer service standards meets minimum requirements and standards.

*continued...*

# Appendix 1 - Definitions

*continued...*

<b>"NCC Approved scheme"</b>	A scheme that demonstrates the business's commitment to its customers to protect their interests, treat them fairly and honestly and maintain high standards. The Consumer Code is at the heart of the scheme and establishes a benchmark for industry best practice and quality customer service which is then monitored and policed through the scheme.
<b>"NCC Informal Dispute Resolution Service"</b>	A service operated by the NCC aimed at delivering a mutually agreeable outcome to an unresolved complaint between us.
<b>"Obligation"</b>	A binding promise or contract.
<b>"Occupancy"</b>	The length of time agreed with the park owner, that you have the right to keep the Holiday Home on a pitch on a holiday park (the tenure or Agreement Period). Not to be confused with the months within the year that the site licence allows the Holiday Home to be occupied.
<b>"Owner"</b>	The individual (you) in possession of the Holiday Home that is a party to the Licence Agreement.
<b>"Park"</b>	Land with the benefit of planning permission licensed for holiday or recreational use referred to as a caravan site under The Caravan Sites & Control of Development Act 1960 on which Holiday Home Owners may keep their Holiday Homes with the benefit of a Licence Agreement.
<b>"Park Owner"</b>	The individual, company or any successors in title named in the Licence Agreement as being the Park Owner or authorised by the Park Owner to be responsible for its operation that is a party to the Licence Agreement.
<b>"Park Rules"</b>	The rules of conduct and practice issued by us from time to time which are applicable to the occupation and use of Holiday Homes and other facilities at the Park.
<b>"Pitch"</b>	Does not include any part of the Park except that on which the Holiday Home stands.
<b>"Pitch Fee"</b>	The charge made by us for use of the pitch and for those services and facilities for which there is no additional payment or charge.
<b>"Pre-owned"</b>	Is taken to mean "used" and vice versa.
<b>"Promise"</b>	An express assurance on which expectation is to be based.
<b>"Purchase Agreement"</b>	The written agreement between you and us for the purchase of the Holiday Home on a Park.
<b>"Scheme"</b>	The NCC Approved Holiday Park - Holiday Home Ownership scheme.
<b>"Site Licence"</b>	The Site Licence applicable to the Park issued to us by the local authority under section 1 of the Caravan Sites and Control of Development Act 1960.
<b>"Warranty"</b>	Is taken to include the manufacturer's warranty and any extension offered by the seller of a new Holiday Home. It also includes any warranty offered by us on a pre-owned Holiday Home.

*continued...*

# Appendix 1 - Definitions

*continued...*

- "We/our/us"** The scheme member participating in the NCC Approved Holiday Park - Holiday Home Ownership scheme for the purchase and sale of new and pre-owned Holiday Homes, the agreement to occupy a pitch on a holiday park and the provision of a warranty and maintenance service, that is a party to the Licence Agreement.
- "Winterisation"** Preparing the Holiday Home to prevent damage during the period when the park is closed and the Holiday Home is not in use.
- "Working Days"** Means Monday, Tuesday, Wednesday, Thursday and Friday, excluding Bank Holidays.
- "You/your"** The Holiday Home Owner. Where there is more than one person described as the Holiday Home Owner in the Licence Agreement each is fully responsible for the obligations under the Agreement.





The UK trade body for the tourer, motorhome,  
holiday home and park home industries

[www.thencc.org.uk](http://www.thencc.org.uk)



**The National Caravan Council Limited**

Registered Office: Catherine House, Victoria Road, Aldershot, Hampshire GU11 1SS  
Registered in England and Wales. Company Number: 519228

**Copyright:** No part of this document may be reproduced in any form without the prior written permission of the NCC.  
Print quality PDF's are available free of charge or printed copies are available for a nominal fee.