

HCS92

National Assembly for Wales

Communities, Equality and Local Government Committee

Holiday Caravan Sites (Wales) Bill

Response from: National Association of Caravan Owners

***Introduction***

1. Since forming in 1996, NACO's aim has been to provide a voice for static holiday caravan owners throughout the UK. We want to see an acknowledgement of the special relationship that exists between these caravan owners and the owners of the parks on which the caravans are sited. We want a fair contractual arrangement, reflecting the unique nature of the purchasing of a static holiday caravan and proper redress for those caravan owners who fall victim to unscrupulous behaviour.
2. NACO's membership currently sits at 10,373. Our membership is very well distributed across the UK with representation at 2565 parks nationally. We have NACO members at some 616 parks in Wales.
3. NACO has, in general, been very supportive of Mr Millar's bill and its objectives. We have canvassed our entire membership via our member publications, our website and social media. Our member magazine which has a circulation figure of 20,000 per issue has published numerous articles including one with a questionnaire to encourage 'grass roots' involvement with the consultation process.
4. NACO acknowledges that there is a need to re-evaluate the Caravan Sites and Control of Development Act 1960. This includes providing local authorities with appropriate policing mechanisms. For us, as an organisation, a key piece of interest within the proposal is the requirement for a written licence agreement to be issued to holiday caravan owners. Additionally, the protection of caravan owners from harassment is welcomed.

***Licensing (Part 2)***

5. We question why section 10(5) provides for a fixed penalty notice in a case of breach of condition at level 2 on the standard scale, when level 1 applies to the residential sector.
6. We welcome the new requirement for local authorities to inspect holiday caravan sites at least once every three years. This pro-active stance should assist in maintaining licence conditions.
7. **Fit and Proper persons** We understand that this would be unpopular in the industry and difficult to administer. However, given that such a test exists in the residential sector, our concern is that a person deemed to fail the 'fit and proper' requirements in the residential sector would seek to pursue park operating in the holiday sector to the detriment of holiday caravan owners. The question of what happens to a holiday caravan site if/when the operator fails the 'fit and proper' test is also troubling and could, again, be detrimental to holiday caravan owners.
8. The provision for local authorities to charge holiday caravan site operators for their licence is understandable, but our members have expressed concern that this will be passed on to them via an increase in their pitch fee.

### ***Residence test (Part 3)***

9. We have received numerous enquiries regarding the residential use of holiday caravans and our consistent advice has been that this should not be undertaken. However, the scale of the problem is difficult to gauge without structured analysis. We feel that the annual check of residence is too onerous and that the requirements of the act could be satisfied if the check were to be carried out when the caravan is purchased – either from the park or as a second-hand unit. We would note that various local authorities in England are already requesting a residence test be carried out, following increased site licence periods being granted and generally. Once again, we note that any cost implications of the test would ultimately be borne by caravan owners.

### ***Holiday caravan agreements (Part 4)***

10. Buying a static holiday caravan normally means a substantial outlay, and it's vitally important that caravan owners are provided with written terms that offer security of tenure. The terms of any pitch licence agreement offered should reflect the complex relationship between park owner and caravan owner.
11. At present there is nothing, in law, which means people buying static holiday caravans are obliged to be provided with written terms. The major park operators in the industry have realised the importance of good written terms and most offer good agreements with security of tenure and fair terms. This is helped by the efforts of their representative bodies – The NCC (National Caravan Council) & The BH&HPA (British Holiday & Home Park Associations). However, most parks in the UK are smaller, family-run type parks, typically under 100 units.
12. This often has the impact of 'legacy' terms and conditions and in some instances sales and obligations are dealt with either verbally or by annual agreements. Annual agreements are just that, you pay your pitch fee, you stay for the year and either party can elect not to renew. NACO believe that annual agreements are not appropriate to govern the use of a static holiday caravan. This view is shared by the OFT.
13. One of our major concerns is that the caravan owner has so much more to lose. Ordinarily, the purchase price will be representative of a 'package price'. The caravan - on a pitch, on a park. If the agreement is ended after only a season or two, the caravan owner's financial losses will be severe.
14. Much like the reform in Northern Ireland, it would be better to have a number of things that are required from a contract as a minimum, and allow operators to adopt their own favoured terms. Pinning down to say, one industry model, has its own complications.
15. However, this said, we feel that the stipulations in the Northern Ireland model don't really go far enough with regard to the specific requirements of the contractual terms. Things like minimum tenure and maximum private sale commission or 'transfer fee' are really key.

### ***Protection from harassment (Part 5)***

16. We applaud the inclusion of this section as we feel that a specific instrument for the protection of holiday caravan owners from harassment and aggressive eviction behaviour is overdue.



***Supporting static caravan owners across the UK***

***financial implications of the Bill***

17. Once again, the cost of implementation will ultimately be borne by holiday caravan owners. Whilst this is not of itself desirable for our members, we feel that the benefits of the act should be considered.