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# Summary Report - 2021 Review of the Caravans Act (Northern Ireland) 2011





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# Acknowledgements

The Department for Communities (DfC) would like to express their gratitude to officials from the Department for the Economy (DfE) and the Department for Infrastructure (DfI) for their invaluable expertise and assistance to DfC officials in carrying out this 2021 Review of the Caravans Act (Northern Ireland) 2011.

Thanks are also extended to all those that gave up their time to participate in the online survey, made written submissions to the Working Group, and attended the arranged public forum meetings.

# Foreword

I present to you the 2021 Review of the Caravans Act (Northern Ireland) 2011.

This is the second review which has been undertaken since the Act was introduced. I think it is fair to say that it was launched during a period of turbulence with the Covid-19 pandemic and a lot of negative media attention particularly around the holiday caravan sector. This created an unprecedented response to the online survey, which was conducted to gather views about whether the current legislation remained fit for purpose, and in addition saw a 'Fairness for caravan owners' public petition presented to the Assembly by Jim Allister MLA in respect of holiday caravan owners.

The Review has been complex and multidimensional, spanning the remit of three government Departments, and cutting across aspects of both commercial and contract law. I can assure you that the Working Group undertook an extensive analysis of the responses that were received, along with the evidence that was submitted, and every effort was made within the respective Departmental responses and recommendations to signpost alternative forms of resolution if those did not have recourse action under the 2011 Act.

I hope you find this Summary Report an open, honest, and transparent account of the issues which were presented.



A handwritten signature in black ink, appearing to read 'Colum Boyle'.

**Colum Boyle**  
**Permanent Secretary**

# 1. Background

- 1.1 Before the Caravans Act (Northern Ireland) 2011 came into effect, on 16 September 2011, Northern Ireland had no legislation equivalent to the Mobile Homes Act 1983 which operated in England.

The 2011 Act was the result of a Private Members Bill brought forward by a former MLA, John McCallister. It echoes the 1983 Act by providing security of tenure to those who live in static caravans as their main residence for more than 12 months on sites intended for that purpose. These are often referred to as “Park Homes”. While there are still relatively few Park Home sites in Northern Ireland, compared to the rest of the UK, the 2011 Act protects those households who live on them.

The Act also created protection for caravan owners who use their caravan solely for holiday purposes. The Caravans Act applies to privately-owned licensed sites, sites owned by district councils, and to Irish Travellers’ sites owned by the NIHE.

The Act encourages better practice by site owners and better protection for caravan owners by ensuring caravan owners, both residential and holiday, have the terms of their contract set out clearly in writing. This is known as the “written statement”. These written agreements are a civil contractual agreement between the site owner and the caravan owner.

This enables, if necessary, any enforcement action or legal redress to be sought through the Northern Ireland Courts and Tribunals System if either party should wish to do so. Written statements for residential caravan owners contain more implied (contractual) terms than the holiday sector in recognition of the fact that they are relating to a person’s permanent home. Additional ‘Express Terms’ can also be agreed between the site owner and caravan owner for inclusion in the written agreements in both residential and holiday agreements.

## Legislative responsibilities/remits – 2011 Act

- 1.2 It is important to recognise from the outset that this is cross-cutting legislation and spans the remit of three Departments.

The Department for Communities (DfC) has responsibility under Parts 1 and 3 of the Act for the residential sector and Irish Travellers.

The Department for the Economy (DfE) retains policy responsibility for the legislative provision under Part 2 of the Act which relates to the holiday sector.

The Department for Infrastructure (DfI) has a role under Part 4 of the Act to prescribe the dimensions of structures to be regarded as caravans.

(Note: DfI also holds sole legislative responsibility for the Caravans Act (Northern Ireland) 1963<sup>1</sup> which makes provision for the licensing and control of caravan sites. This licensing system is administered by district councils who are responsible for issuing and enforcing site licences. In formulating conditions associated with the granting of a licence councils must have regard to any model licence conditions published by DfI).

### Requirement to Review

- 1.3 Section 4 of the Act (power to amend implied terms) allows DfC to amend the implied terms as laid down in the Schedule to the Act and places an obligation on DfC to review Parts 1 and 2 of the Schedule within 5 years of the Act coming into operation and at least once in every period of 5 years thereafter.

### 2016 Review

- 1.4 The first Review was duly carried out in 2016. Although DfC's responsibility in the main relates to the residential sector and Irish Travellers the decision was taken at that time to broaden out the Review to include consideration of the whole Act to pick up any other unintended consequential issues that had arisen. However, no major issues came to light at that time and, therefore, no amendments were considered necessary.

### 2021 Review

- 1.5 The 2021 Review is the second review of the Act. In recognition of the issues highlighted in advance of the review and the fact that the legislation cuts across the policy responsibilities of DfE in respect of the holiday sector, and potentially could also impact DfI in respect of site licensing under the 1963 Act the decision was taken, once again, to widen out the DfC remit to review the Act in its entirety. This resulted in DfC setting up a cross-Departmental Working Group encompassing lead representatives from the three Departments.

### Objectives of the Review

- 1.6 The key objectives of the 2021 Review were to:
- Work collaboratively with DfE and DfI to assess whether the existing legislative provisions remained fit for purpose.
  - Confirm that all relevant organisations were adhering to requirements and were aware of their obligations by ensuring:-
    - that all caravan sites are licensed to operate;
    - that all residential caravan owners have received a written agreement;
    - protection is in place for those who live in a caravan as their main home (eg. sale of their caravan, pitch fees, illegal eviction, harassment etc), and
    - security of tenure for site owners who operate caravan sites

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<sup>1</sup> Caravans Act (Northern Ireland) 1963 ([legislation.gov.uk](http://legislation.gov.uk))

- Refer any findings from the Review relating to the holiday sector to the Department for the Economy (DfE) for its attention, and any issues relating to the 1963 Caravans Act to the Department for Infrastructure (DfI) for it to take forward as appropriate.
- Compare the provisions in the Caravans Act (NI) 2011 against legislative developments in other jurisdictions since the previous Review in 2016.
- Give key external stakeholders the chance to raise the major issues that they feel are not being dealt with under the current legislation for assessment.
- Ascertain if there are any unintended consequences in the current system and make recommendations on how these could be addressed by enhanced legislation or guidance.

## Review Methodology

- 1.7 The Review took account of evidence collated since the conclusion of the first review of the Act in December 2016. This included Ministerial/Departmental correspondence received from residential/holiday caravan owners and elected representatives.

A targeted approach was taken to contact as many stakeholders as possible utilising Departmental contact lists. A questionnaire was available on DfC's website for those who wished to provide their responses electronically. Copies of the questionnaire were also available on request for completion via

post or email. Notices were placed in the main newspapers and all regional papers to widely inform the public about the upcoming Review. The Department was keen to ensure that the 2021 Review was inclusive to ensure anyone who operated a caravan site, lived in a caravan as their main home, or used their caravan for holiday purposes had their voice heard.

## Evaluation of similar legislation in other jurisdictions

- 1.8 The Mobile Homes (England) Act 2013, the Mobile Homes Act 1983 (Amendment of Schedule 1) Scotland 2013, and Mobile Homes (Wales) Act 2013 were compared with the 2011 Caravans Act.

Main differences found included:

- The gift of a caravan (referred to as mobile home in England, Scotland and Wales) can be given **without** consent from the site owner. The sale of a caravan/mobile home can be given **without** the consent of the site owner in England and Wales.
- The England, Scotland and Wales Mobile Homes Acts all cover the issuing of caravan site licences. In Northern Ireland, however, the issuing of both holiday and residential caravan site licences is the responsibility of councils under the 1963 Caravans Act.
- When the 2011 Caravans Act was introduced, it included the safeguard that a caravan could only be sold to a person approved by the site owner albeit that the site owner's approval could not be unreasonably withheld.



## 2. Review approach

2.1 The online consultation was initially scheduled to run for 12 weeks from 14 December 2021 to 8 March 2022. However, the closing date was extended to 26 April 2022 to afford an opportunity for responses to be received in relation to Irish Travellers' sites.

The consultation was accessible on the DfC website with NIDirect's Citizen Space platform providing the online survey facilities. A wide range of consultees and relevant stakeholders across Northern Ireland were contacted in advance via email/post/phone, with details of the Review and its supporting documents, including web links to the consultation's website page which contained further information on how to respond. During the consultation term, the consultation was widely and regularly publicised through DfC media platforms, including DfC twitter and Facebook accounts.

There were three main aspects to the consultation document:

- Assessment of effectiveness of Act in respect of DfC responsibilities (Residential Sector and Irish Travellers).
- Assessment of effectiveness of Act in respect of DfE responsibilities (Holiday Sector).
- Assessment of effectiveness of Act in respect of DfI responsibilities (definition of a caravan), and also awareness of any potential licensing issues under the 1963 Act.

The online questionnaire had a number of separate sections for response by each category of respondent:

- Residential Caravan Owner/Occupier
- Holiday Caravan Owner/Occupier
- Qualifying Residents'/Occupiers' Associations
- Caravan Site Owner (Residential and/or Holiday and Irish Travellers)
- Other Organisations (eg. CCFNI, BH&HPA, NCC etc.)

There were 717 responses to the online survey; a breakdown of total responses by respondent category is provided (at section 5). It should be noted, however, that not all respondents answered every question within their section. As a result, the base numbers presented in the charts and tables below may differ for each question. Due to the low number of responses received by some respondent categories, caution is advised when interpreting the data presented in these sections.

### Questions asked

2.2 The stakeholder consultation was broken down into five distinct categories (residential owners, holiday owners, residents' associations, site owners and other organisations). Respondents, classified under each category, were asked a series of questions in order to ascertain if the current legislation remained 'fit for purpose'. There was not a requirement for respondents to answer every question (just those applicable). Respondents were also able to provide

additional comments at the end of the series of questions. Not everyone did so. In this document, for data protection reasons, responses from individuals have been treated anonymously while comments from organisations are generally attributed directly to them.

### Stakeholder Forum meetings

2.3 To inform the Working Group's deliberations and to ensure a balanced view was obtained separate to the consultation four targeted stakeholder forums were also held for:

- Residential caravan owners
- Holiday caravan owners
- Site Owners (including Irish Travellers)
- Representative Bodies (CCFNI, BH&HPA, NCC)

### Data Analysis Methodology

2.4 The data analysis at Section 5 details the Quantitative Responses. The quantitative responses were based on the data collected from the tick-box options, i.e. 'yes', 'no' or 'not answered' options, and a percentage analysis approach and application was applied to assess the preferred or dominant views within these responses.

Separate to that an analysis was undertaken on the Qualitative Responses. This had three distinctive strands:

- 1) The online qualitative data within the responses to the consultation i.e. comments provided, were analysed using a 'thematic analysis' method. This method examines the data in order to identify common themes i.e. topics, ideas and patterns of meaning which occur repeatedly across the collection of responses.
- 2) Once all the comments had been received from the survey they were carefully analysed by the Working Group against what was stated in the relevant legislative provision.
- 3) In addition to the online data any written submissions received were submitted by the Secretariat to the Working Group for attention. An analysis had also been completed of all correspondence/AQWs received by DfC from the conclusion of the previous 2016 Review to date.

The resulting findings relating to the holiday sector were referred to DfE for consideration and any issues relating to the definition of a caravan (dimensions of structures) or licensing pertaining to the 1963 Caravans Act were referred to DfI for consideration. Any proposed changes to the existing legislation will be taken forward by DfC in collaboration with other Departments as appropriate.

### 3. Data analysis – quantitative results (residential and holiday sector)

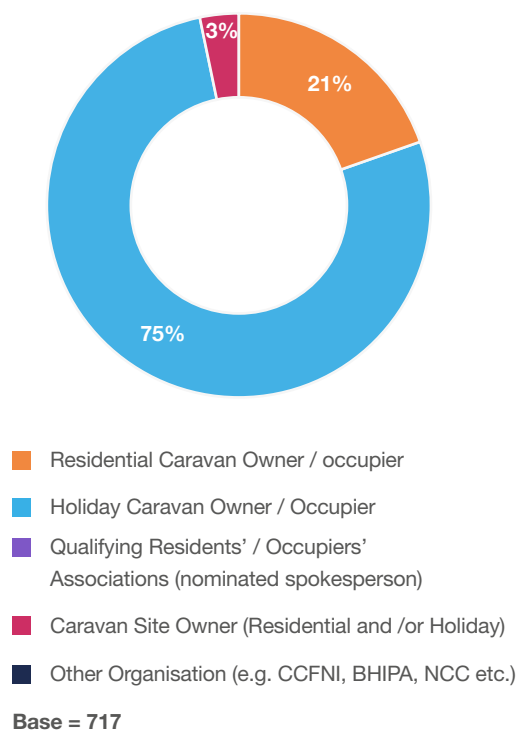
There were 717 responses to the online survey. It should be noted that not all respondents answered every question within their section. As a result, the base numbers presented in the charts and tables below may differ for each question. Due to the low number of responses received by some respondent categories, caution is advised when interpreting the data presented in these sections.

#### Results:

##### Category of Respondents:

**Figure 1:**

Three-quarters of respondents (75%) were responding as a Holiday Caravan Owner/ Occupier, just over a fifth (21%) of responses were from Residential Caravan Owners / Occupiers and 3% were from Caravan Site Owners. Qualifying Residents'/Occupiers' Associations and Other Organisations made up less than 0.5% of the responses.

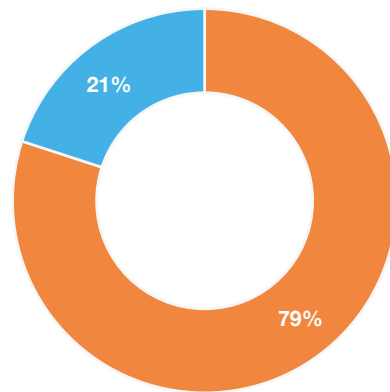


## Residential Caravan Owners/ Occupiers

The following results are from those responding as a Residential caravan owner/occupier.

**Figure 2: ‘Has the Site Owner of your caravan park given you an Agreement/Written Statement setting out the terms and conditions relating to your occupancy?’**

Almost four-fifths (79%) of respondents had been given an Agreement/Written Statement setting out the terms and conditions relating to their occupancy by their site owner.

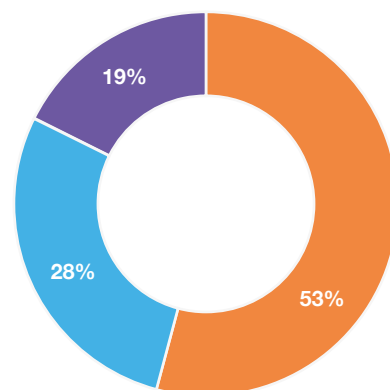


Yes No

Base = 151

**Figure 3: ‘To your knowledge were you provided with an Agreement/Written Statement within either 28 days of buying your caravan, or the date on which the Agreement/Written Statement was signed?’**

Over half of the respondents (53%) believed they were provided with an Agreement/Written Statement within 28 days of buying their caravan, or signing the Agreement/Written statement. A further 28% of respondents did not receive it within 28 days and the remaining 19% of respondents could not remember.



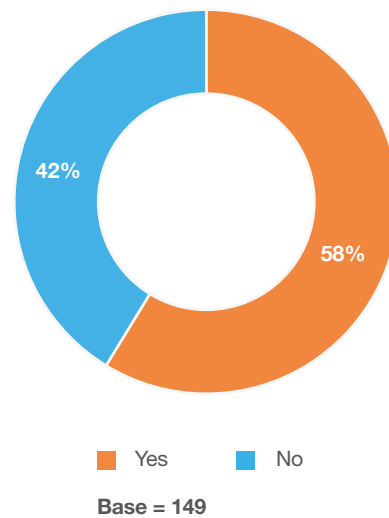
Yes No Can't remember

Base = 154



**Figure 4: 'Have you found the requirement for an Agreement/Written Statement to be provided is a useful means of explaining all your rights and obligations under your contract with the Site Owner?'**

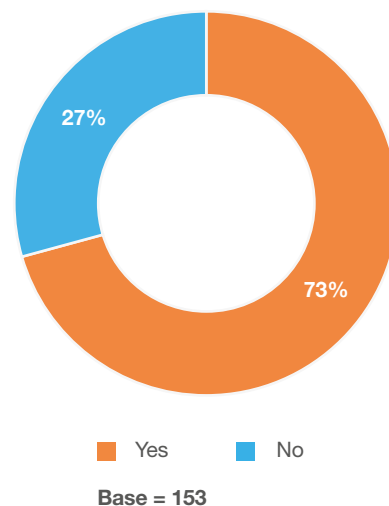
Almost three-fifths of respondents (58%) found that the requirement for an Agreement/Written statement to be provided was a useful means of explaining their rights and obligations under contract with the Site owner. The remaining 42% of respondents did not.



**Figure 5: 'Have you had reason to raise any concerns directly with the Site Owner since 2017?'**

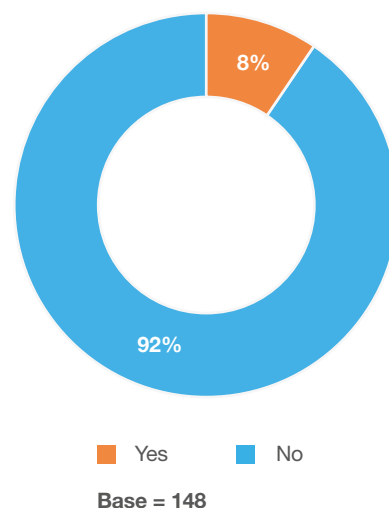
Almost three-quarters of respondents (73%) had a reason to raise a concern directly with the Site owner since 2017, the remaining 27% of respondents did not.

The concerns raised were reviewed and analysed separately.



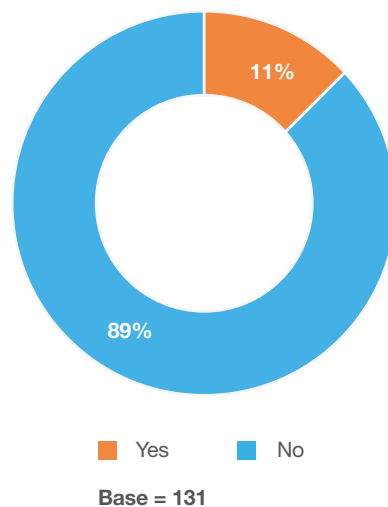
**Figure 6: 'Are you aware if your caravan Site Owner has a complaints procedure in place for resolution of any issues of concern?'**

The vast majority of respondents (92%) were not aware if their caravan site owner has a complaints procedure in place for resolution of any issues of concern, whilst only 8% of respondents were aware.



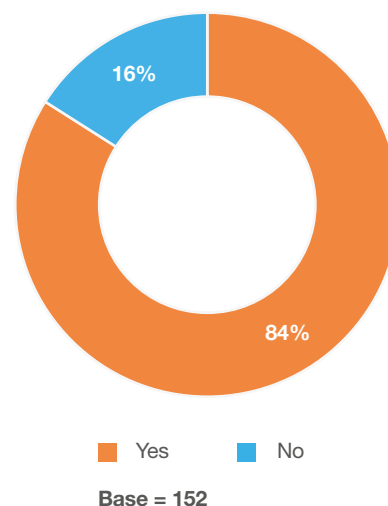
**Figure 7: 'If your caravan Site Owner has a complaints procedure, have you had reason to use it and, if so, was it an effective way of dealing with your complaint?'**

Only one in ten (11%) had reason to use their site owner's complaints procedure and found it an effective way of dealing with their complaint. The remaining 89% did not.



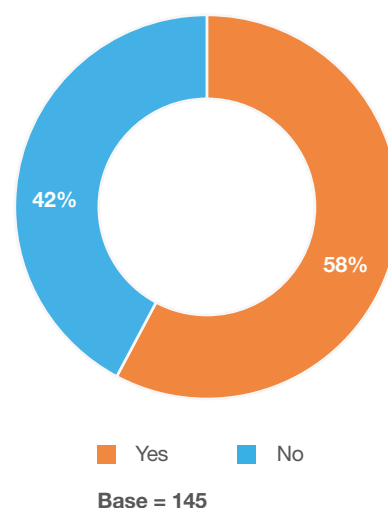
**Figure 8: 'Is there a Qualifying Residents' Association on your caravan site?'**

The majority of respondents (84%) have a Qualifying Residents' Association on their caravan site, whilst 16% do not.



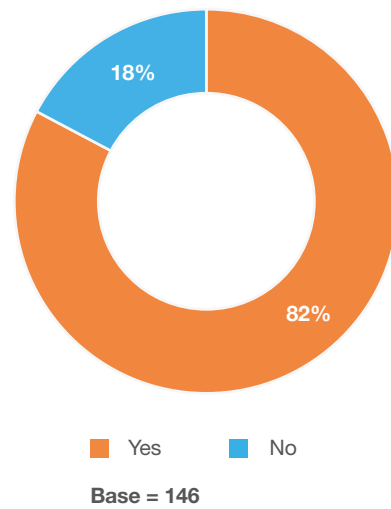
**Figure 9: 'Have you had any reason to raise concerns through your Residents' Association or through the NI Courts and Tribunals System?'**

Almost three-fifths of respondents (58%) have had reason to raise concerns through their Residents' Association or through the NI Courts and Tribunals System. The remaining 42% of respondents have not.



**Figure 10: 'Are there any other issues you wish to raise in relation to the 2021 Review of the Caravans Act (Northern Ireland) 2011?'**

The majority of respondents (82%) had other issues they wished to raise in relation to the 2021 Review of the Caravans Act (Northern Ireland) 2011. The remaining 18% of respondents did not. The issues raised were reviewed and analysed separately.

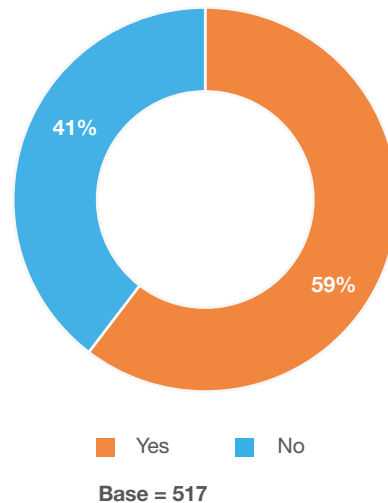


## Holiday Caravan Owners/ Occupiers

The following results are from those responding as a Holiday caravan owner/occupier.

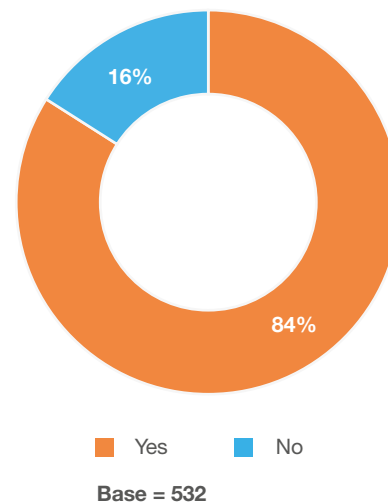
**Figure 11: 'In relation to your Seasonal Agreement, has the Site Owner of your Caravan Park given you a Written Statement detailing legislative 'implied terms'?'**

Almost three-fifths of respondents (59%) had received a Written Statement detailing legislative 'implied terms' from their Site owner, the remaining 41% of respondents had not.



**Figure 12: 'Is your Seasonal Agreement applicable for a 12 month period and renewed year on year?'**

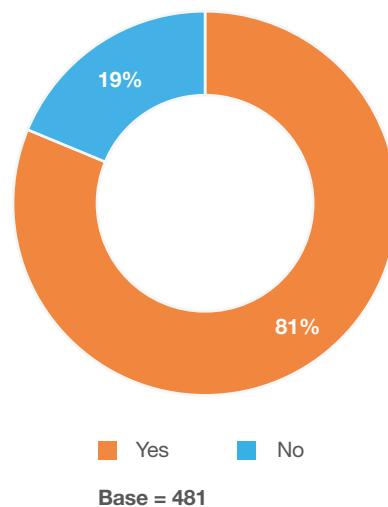
The majority of respondents (84%) have a Seasonal Agreement that is applicable for 12 months and renewed year on year. The remaining 16% of respondents do not.





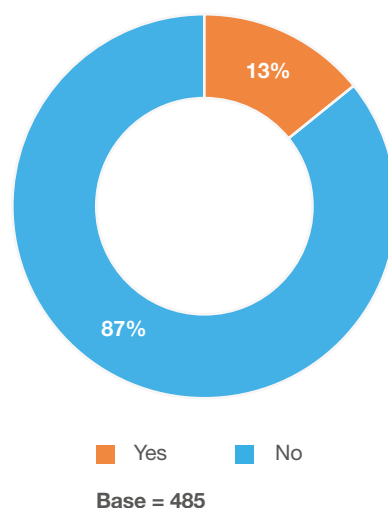
**Figure 13: 'If you have a 12 month Seasonal Agreement would you, if possible, like it to be for a longer term?'**

The majority of respondents (81%) who have a 12 month Seasonal Agreement would like a longer term. The remaining 19% of respondents would not.



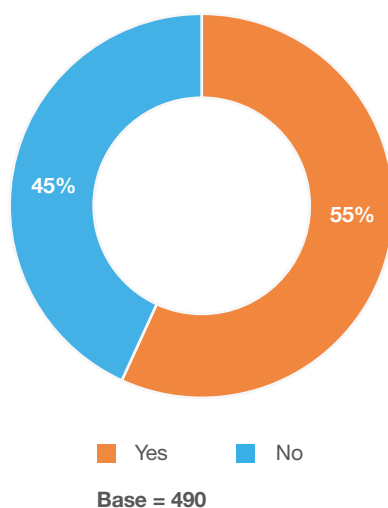
**Figure 14: 'If you have a 12 month Seasonal Agreement have you asked the caravan park owner for a longer term agreement?'**

The vast majority of respondents who have a 12 month Seasonal Agreement have not asked their caravan park owner for a longer term agreement, whilst 13% of respondents have.



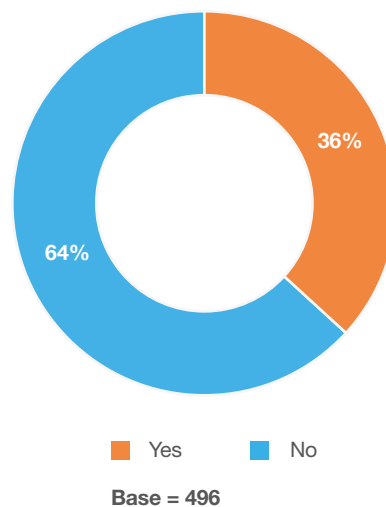
**Figure 15: 'Were you aware, from the outset, that your Seasonal Agreement only existed for the duration of 12 months?'**

Responses to this question were quite evenly split with 55% of respondents aware from the outset that their Seasonal Agreement only existed for 12 months and 45% of respondents not aware of this duration.



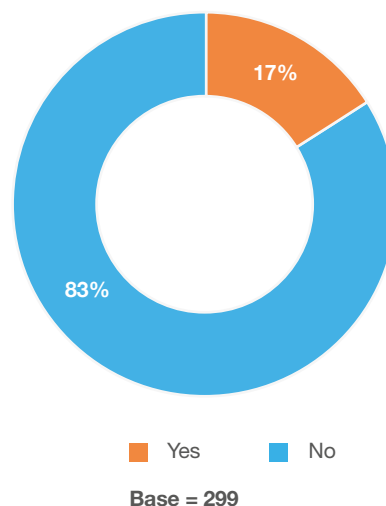
**Figure 16: 'Have you been provided with any assurance that you can stay on the site beyond the initial term of your 12 month Seasonal Agreement?'**

Just over a third of respondents (36%) have been provided with assurance that they can stay on the site beyond the initial term of their 12 month Seasonal Agreement. The remaining 64% of respondents have received no such assurance.



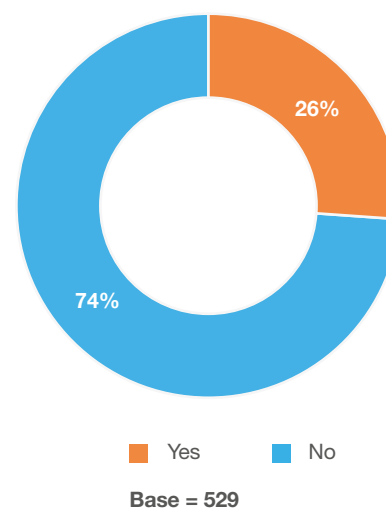
**Figure 17: 'If so, did you get this assurance in writing?'**

Of those respondents that did get assurance that they could stay on the site beyond the initial term of 12 months, only 17% got assurance in writing, whilst 83% did not.



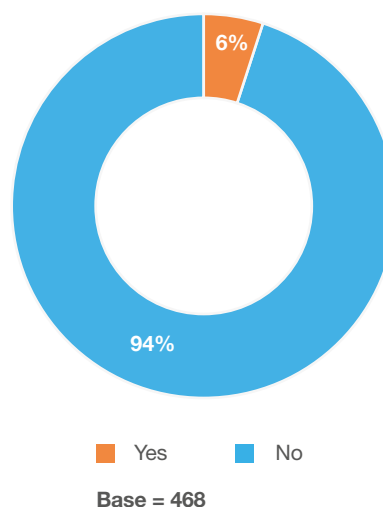
**Figure 18: 'Was the method for calculating yearly fee increases made known to you in writing?'**

Just over a quarter of respondents (26%) had the method of calculating yearly fee increases made known to them in writing, whilst the remaining 74% of respondents did not.



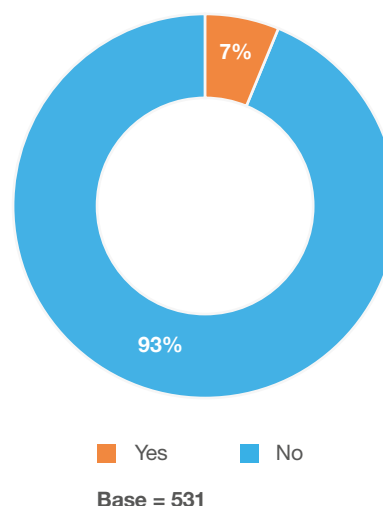
**Figure 19: 'Was the method for calculating yearly fee increases made known to you verbally?'**

The vast majority of respondents (94%) did not have the method of calculating yearly fee increases made known to them verbally, whilst 6% of respondents did.



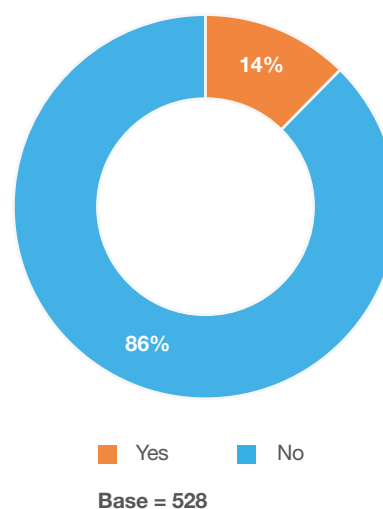
**Figure 20: 'Are you aware of the method used by the Site Owner to calculate yearly pitch fee increases?'**

The vast majority of respondents (93%) are not aware of the method used by the Site owner to calculate yearly pitch fee increases, whilst only 7% of respondents are.



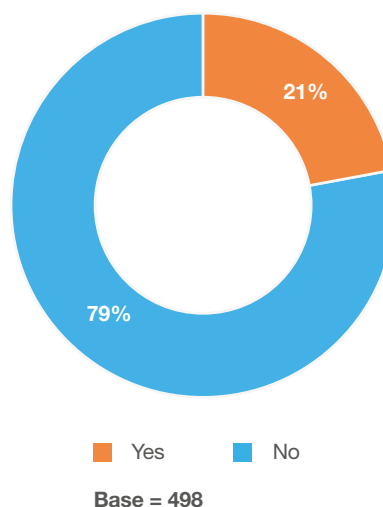
**Figure 21: 'Have you been asked to upgrade your caravan in the last 5 years (since 2017)?'**

The vast majority of respondents (86%) have not been asked to upgrade their caravan in the last 5 years (since 2017) whilst 14% of respondents have.



**Figure 22: 'Did your seasonal agreement contain a contract term that informed you of the upgrade requirement?'**

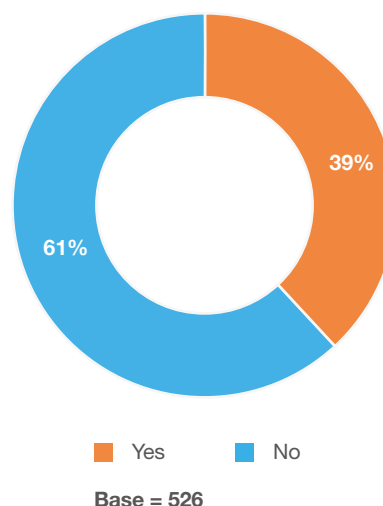
Just over one-fifth of respondents (21%) have a seasonal agreement that contains a contract term informing them of the upgrade requirement whilst the remaining 79% do not.



**Figure 23: 'Have you had reason to raise any concerns directly with the Site Owner since 2017?'**

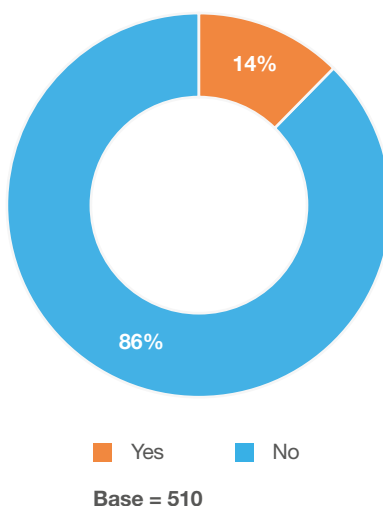
Almost two-fifths of respondents (39%) have had reason to raise any concerns directly with the Site owner since 2017 whilst the remaining 61% have not.

The reasons raised were reviewed and analysed separately.



**Figure 24: 'Are you aware if your caravan Site Owner has a complaints procedure in place for resolution of any issues of concern?'**

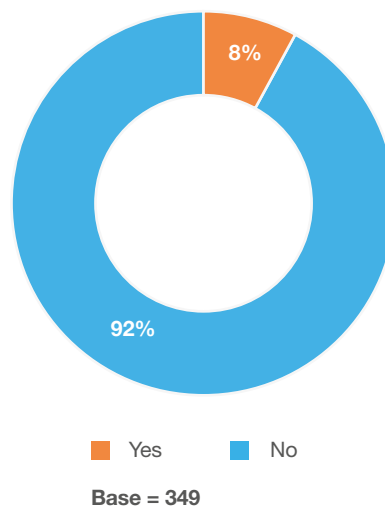
The vast majority of respondents (86%) were not aware if their caravan site owner has a complaints procedure in place for the resolution of any issues of concern. The remaining 14% of respondents were aware.





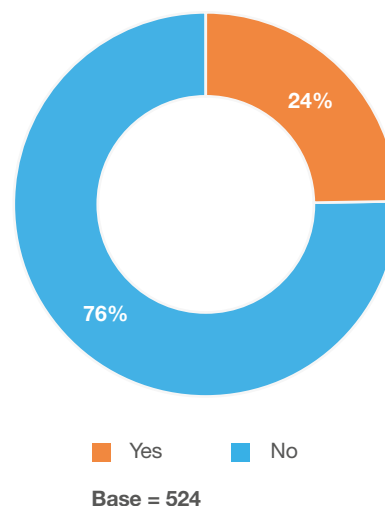
**Figure 25: 'If your caravan site has a complaints procedure, have you had reason to use it and, if so, was it an effective way of dealing with your complaint?'**

Less than one in ten (8%) of respondents had reason to use their site owner's complaints procedure and found it an effective way of dealing with their complaint. The vast majority of respondents (92%) did not.



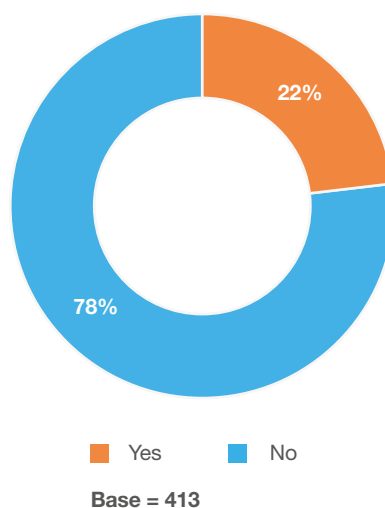
**Figure 26: 'Is there an Occupiers' Association on your caravan site?'**

Just under one-quarter of respondents (24%) have an Occupiers' Association at their caravan site whilst 76% of respondents do not.



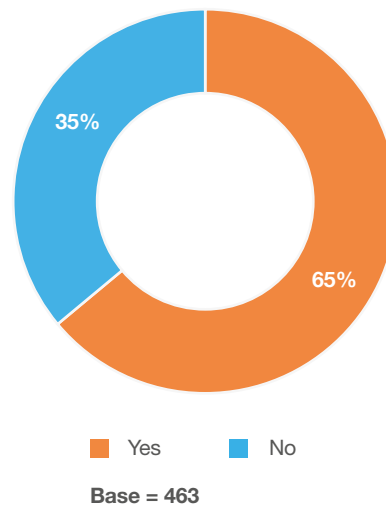
**Figure 27: 'Have you had any reason to raise concerns through your Occupiers' Association or through the NI Courts and Tribunals System?'**

Just over one-fifth of respondents (22%) have had to raise a concern through their Occupiers' Association or through the NI Courts and Tribunals System. The remaining 78% of respondents have not.



**Figure 28: 'Are there any other issues you wish to raise in relation to the 2021 Review of the Caravans Act (Northern Ireland) 2011?'**

Just under two-thirds of respondents (65%) had other issues they wished to raise in relation to the 2021 Review of the Caravans Act (Northern Ireland) 2011. The remaining 35% of respondents did not. The issues raised were reviewed and analysed separately.



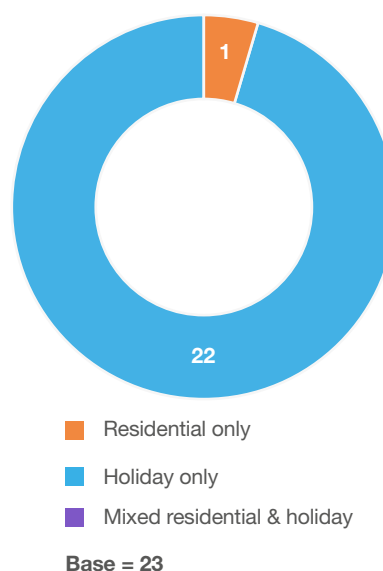
## Caravan Site Owner (Residential and/or Holiday)

The following results are from those responding as a Caravan Site Owner (Residential and/or Holiday). Due to the low number of responses, the charts represent the number of responses rather than percentage breakdown. **Caution is therefore advised when interpreting the data presented in this section.**

**Figure 29: Type of Caravan Park**

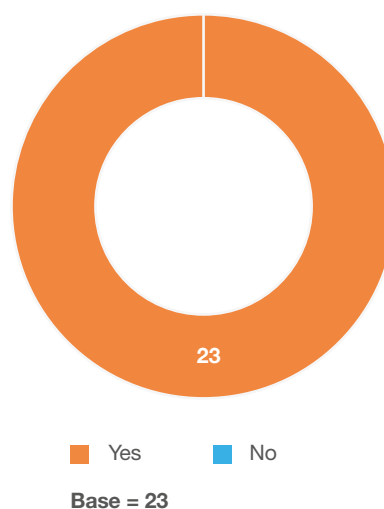
Almost all responses (22) were from Holiday caravan site owners only. There was one response from a residential caravan site owner and no responses from mixed residential and holiday parks.

The number of holiday pitches on site, of those who responded from a Holiday park, ranged from 32 to 1,200 pitches.



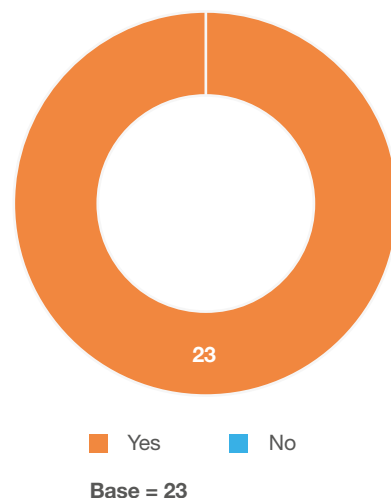
**Figure 30: 'Have you issued Agreements/ Written Statements setting out the terms and conditions applicable to all of the caravan owners/occupiers on your site?'**

All respondents (23) had issued Agreements/ Written Statements setting out the terms and conditions applicable to all of the caravan owners/occupiers on their site.



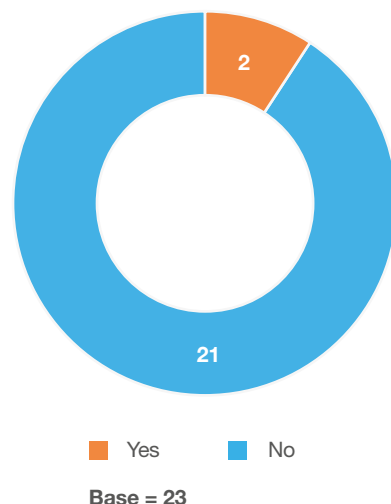
**Figure 31: 'Were these Agreements/Written Statements issued to caravan owners/occupiers within either 28 days of them buying their caravan, or the date on which the Agreement/Statement was signed?'**

All respondents (23) had issued Agreements/Written Statements to caravan owners/occupiers within either 28 days of them buying their caravan, or the date on which the Agreement/Statement was signed.



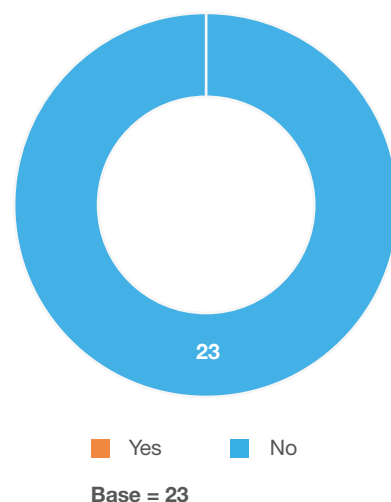
**Figure 32: 'Have any issues regarding these Agreements/Written Statements been raised with you either by Caravan Owners or Qualifying Residents'/Occupiers' Associations?'**

The vast majority of respondents (21) had no issues regarding these Agreements/Written Statements being raised with them by either Caravan Owners or Qualifying Residents'/Occupiers' Associations. Two respondents had had issues raised with them.



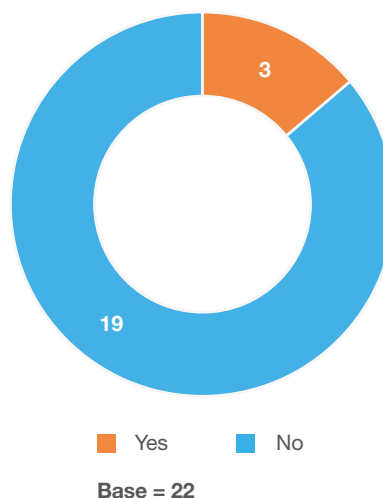
**Figure 33: 'Is there a Qualifying Residents'/Occupiers' Association on your Site?'**

None of the respondents have a Qualifying Residents'/Occupiers' Association on their site.



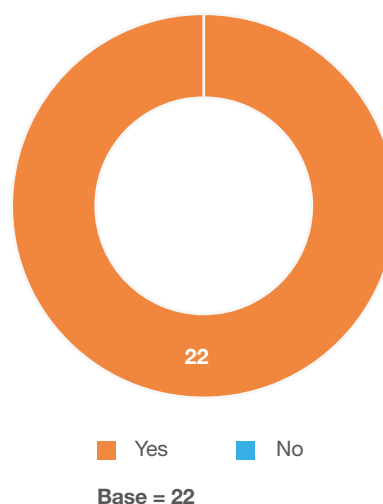
**Figure 34: ‘Have any issues, other than (a) – (o) – See Appendix C - been raised with you since 2017?’<sup>2</sup>**

The majority of respondents (19) had no further issues raised, whilst three respondents did.



**Figure 35: ‘Is your Caravan Site licensed with your local District Council (as required by the Caravans Act (Northern Ireland) 1963)?’**

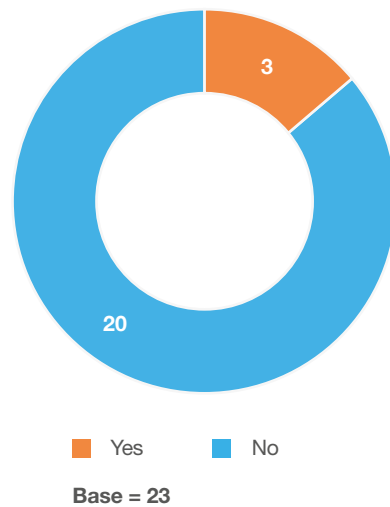
All respondents (22) said their caravan site was licensed with their local District Council.



<sup>2</sup> These are the Implied (contractual) Terms contained in Written Agreements and are listed in full at Appendix C

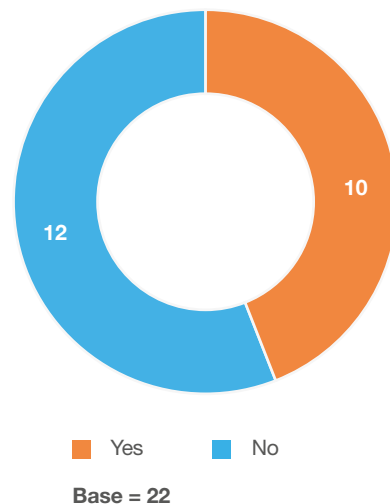
**Figure 36: ‘Have you had any issues with the licensing of your site or services provided by your local District Council?’**

The majority of respondents (20) have had no issues with licensing of their site or services provided by their local District Council whilst three respondents have experienced issues.



**Figure 37: ‘Do you wish to make any other additional comments in respect of the 2021 Review of the Caravans Act (Northern Ireland) 2011?’**

Just under half of respondents (10) wanted to make additional comments in respect of the 2021 Review of the Caravans Act (Northern Ireland) 2011, whilst 12 respondents did not. The issues raised were reviewed and analysed separately.





## Responses from Other Organisations (eg. CCFNI, BH&HPA, NCC)

The respective professional and representative trade bodies (Caravan & Camping Forum for Northern Ireland, British Holiday & Home Parks Association, and the National Caravan Council) engaged in supplying detailed responses and participated in Forum Group meetings.

The reason these submissions did not feature heavily in the analysis above was due to the fact that written responses were received and only one of those (due to format) was compatible to be recorded on the online survey. That in no way lessened the content or contribution to the 2021 Review considerations as the written responses were provided to Working Group members alongside the Citizen Space survey findings.

# Data Tables

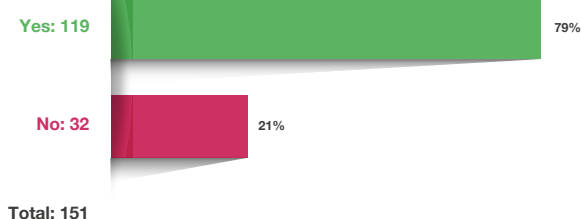
## Data Table: Category of Respondent

Option	Total	Percent
Residential Caravan Owner/Occupier	154	21%
Holiday Caravan Owner/Occupier	537	75%
Qualifying Residents'/Occupiers' Associations (nominated spokesperson)	2	0.3%
Caravan Site Owner (Residential and/or Holiday)	23	3%
*Other Organisation (eg. CCFNI, BH&HPA, NCC etc.)	1	0.1%
Total	717	

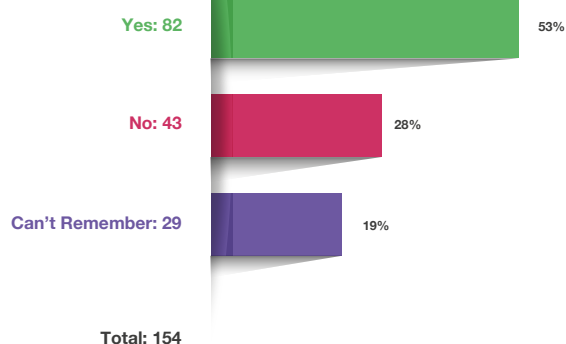
\*Note: Only one 'Other Organisation' submission was recorded online, all three bodies provided detailed written responses for consideration

## Data Tables: Residential Caravan Owners/Occupiers

- i) Has the Site Owner of your caravan park given you an Agreement/Written Statement setting out the terms and conditions relating to your occupancy?



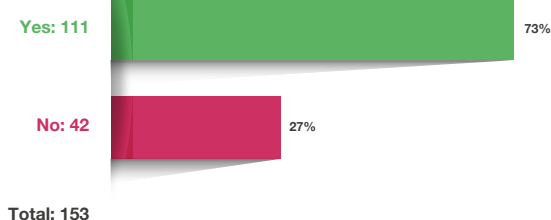
- ii) To your knowledge were you provided with an Agreement/Written Statement within either 28 days of buying your caravan, or the date on which the Agreement/Written Statement was signed?



- iii) Have you found the requirement for an Agreement/Written Statement to be provided is a useful means of explaining all your rights and obligations under your contract with the Site Owner?



- iv) Have you had reason to raise any concerns directly with the Site Owner since 2017?



v) Are you aware if your caravan Site Owner has a complaints procedure in place for resolution of any issues of concern?



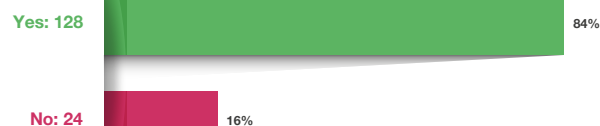
Total: 148

vi) If your caravan Site Owner has a complaints procedure have you had reason to use it and, if so, was it an effective way of dealing with your complaint?



Total: 131

vii) Is there a Qualifying Residents' Association on your caravan site?



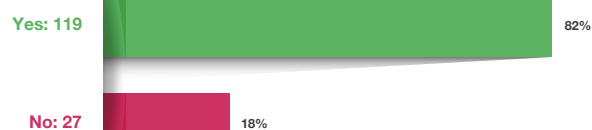
Total: 152

viii) Have you had any reason to raise concerns through your Residents' Association or through the NI Courts and Tribunals System?



Total: 145

ix) Are there any other issues you wish to raise in relation to the 2021 Review of the Caravans Act (Northern Ireland) 2011?



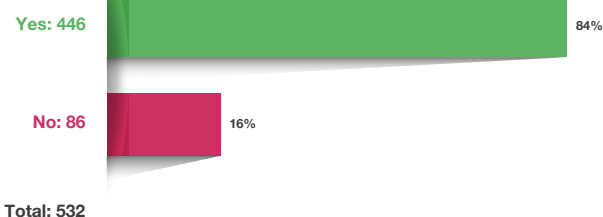
Total: 146

## Data Tables: Holiday Caravan Owners/Occupiers

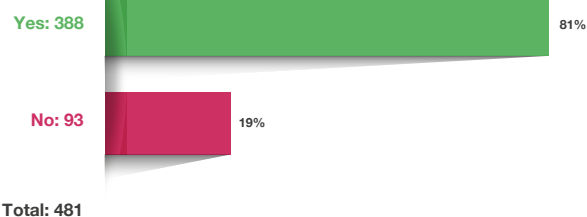
- i) In relation to your Seasonal Agreement, has the Site Owner of your Caravan Park given you a Written Statement detailing legislative 'implied terms'?



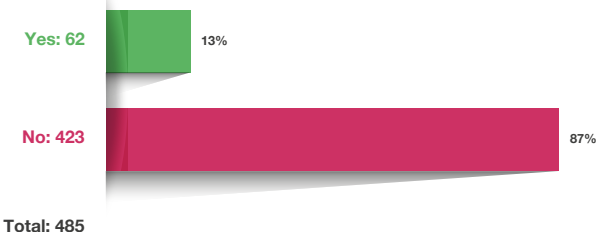
- ii) Is your Seasonal Agreement applicable for a 12 month period and renewed year on year?



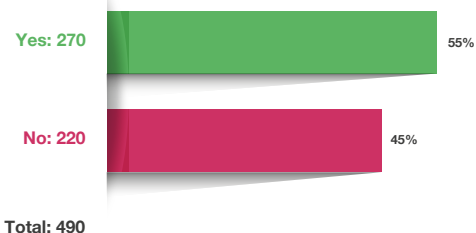
- iii) If you have a 12 month Seasonal Agreement would you, if possible, like it to be for a longer term?



- iv) If you have a 12 month Seasonal Agreement have you asked the caravan park owner for a longer term agreement?



- v) Were you aware, from the outset, that your Seasonal Agreement only existed for the duration of 12 months?



vi) Have you been provided with any assurance that you can stay on the site beyond the initial term of your 12 month Seasonal Agreement?

Yes: 180

36%

No: 316

64%

Total: 496

vii) If so, did you get this assurance in writing?

Yes: 50

17%

No: 249

83%

Total: 299

viii) Was the method for calculating yearly fee increases made known to you in writing?

Yes: 135

26%

No: 394

74%

Total: 529

ix) Was the method for calculating yearly fee increases made known to you verbally?

Yes: 29

6%

No: 439

94%

Total: 468

x) Are you aware of the method used by the Site Owner to calculate yearly pitch fee increases?

Yes: 35

7%

No: 496

93%

Total: 531

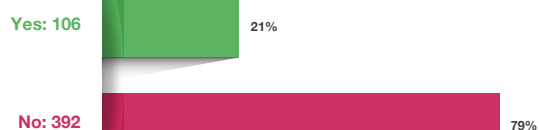


**xi) Have you been asked to upgrade your caravan in the last 5 years (since 2017)?**



**Total: 528**

**xii) Did your seasonal agreement contain a contract term that informed you of the upgrade requirement?**



**Total: 498**

**xiii) Have you had reason to raise any concerns directly with the Site Owner since 2017?**



**Total: 526**

**xiv) Are you aware if your caravan Site Owner has a complaints procedure in place for resolution of any issues of concern?**



**Total: 510**

**xv) If your caravan site has a complaints procedure have you had reason to use it and, if so, was it an effective way of dealing with your complaint?**



**Total: 349**

xvi) Is there an Occupiers' Association on your caravan site?

Yes: 128

24%

No: 396

76%

Total: 524

xvii) Have you had any reason to raise concerns through your Occupiers' Association or through the NI Courts and Tribunals System?

Yes: 91

22%

No: 322

78%

Total: 413

xviii) Are there any other issues you wish to raise in relation to the 2021 Review of the Caravans Act (Northern Ireland) 2011?

Yes: 301

65%

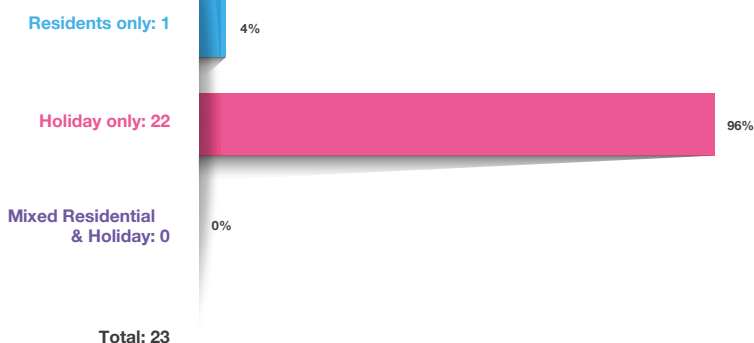
No: 162

35%

Total: 463

## Data Tables: Caravan Site Owners (Residential and/or Holiday)

i) Is your Caravan Park:



ii) Have you issued Agreements/Written Statements setting out the terms and conditions applicable to all of the caravan Owners/Occupiers on your site?



iii) Were these Agreements/Written Statements issued to caravan Owners/Occupiers within either 28 days of them buying their caravan, or the date on which the Agreement/Statement was signed?



iv) Have any issues regarding these Agreements/Written Statements been raised with you either by Caravan Owners or Qualifying Residents'/Occupiers' Associations?



v) Is there a Qualifying Residents'/ Occupiers' Association on your Site?

Yes: 0

0%

No: 23

100%

Total: 23

vi) Have any issues, other than (a) – (o) above, been raised with you since 2017? <sup>3</sup>

Yes: 3

14%

No: 19

86%

Total: 22

vii) Is your Caravan Site licensed with your local District Council (as required by the Caravans Act (Northern Ireland) 1963)?

Yes: 22

100%

No: 0

0%

Total: 22

viii) Have you had any issues with the licensing of your site or services provided by your local District Council?

Yes: 3

13%

No: 20

87%

Total: 23

ix) Do you wish to make any other additional comments in respect of the 2021 Review of the Caravans Act (Northern Ireland) 2011?

Yes: 10

45%

No: 12

55%

Total: 22

<sup>3</sup> These are the Implied (contractual) Terms contained in Written Agreements and are listed in full in Appendix C

## 4. Residential Sector

### Overview

4.1 In respect of the 2021 Review 154 online responses were received from residential caravan owners. The statistical breakdown drawn from local Council returns provided in 2021 reflects an estimate of 1,642 pitches against the residential sector for Northern Ireland which gives a response rate of 9% (Appendix B refers). Please note that DfC does not hold information relating to the number of pitches and cannot, therefore, corroborate this figure.

Residential caravan parks also known as Park Homes or Mobile Homes, are single storey houses and are often popular with those who have already retired or are considering retirement. Residential parks are typically prefabricated single-storey houses that are manufactured off-site and installed on land owned privately or by a local authority. Most Park Home residents own their home but rent the pitch on which it stands, paying a pitch fee to the site owner. The pitch fee is usually payable monthly, but on some parks it can be paid annually. It is noted that the residential sector in Northern Ireland is still in relative infancy compared to the growth that has been experienced within other UK jurisdictions.

The Caravans Act (Northern Ireland) 2011 introduced, for the first time in Northern Ireland, statutory protection for those who occupy a caravan as their main home on sites which have been approved

for that purpose. (A residential caravan owner is an occupier of a caravan who is living in the caravan as his/her main home for more than 12 months).

Section 3 of the Act (Terms of written agreements) states that in any residential agreement there shall be the Implied Terms as set out in Part 1 of the Schedule. Therefore the residential agreement drawn up by the site owner, and agreed with the residential caravan owner, must include details on all of the following:

- The duration of the agreement;
- Termination by the occupier;
- Termination by the site owner;
- Recovery of overpayments by the occupier;
- The sale of the caravan;
- The gift of the caravan to someone else;
- The re-siting of the caravan;
- The right to quiet enjoyment of the caravan;
- Site owner's right of entry to the pitch;
- The pitch fee;
- The occupier's obligation;
- The site owner's obligation;
- The site owner's name and address;
- Details of any qualifying resident's association.

Living on a park home site appeals to people for a range of different reasons. For many, moving to a residential park means swapping city or suburban life for a quieter one in the countryside or on the coast. It is also a popular option for people who would like to become part of a like-minded community they can feel secure in. Park homes are particularly popular among the retired and elderly community, as they are generally easier and more affordable to run and maintain than conventional houses. They also only have one storey which means they can be a practical choice for people who have mobility problems. Additionally, they are a popular option for people looking to downsize. Park homes can usually be bought for less than a bricks and mortar house and can be built to personal specifications.

The cost of buying a residential park home can range from £70k to £300k, depending on the location and specification of the home<sup>4</sup>. There are a number of other running costs associated with a residential park, including:

- **Utilities** – as with any other home, owners pay for the utilities. Utilities relate to the supply of gas, water, and electricity. These tend to be paid through the park owner and,

to prevent people from paying over the odds, the Northern Ireland Utility Regulator regulates the electricity, gas, water and sewerage industries promoting the short and long-term interests of consumers. Park owners can only charge residents as much as they pay for supply.

- **Insurance** – there is a specialist park home insurance policy, which will cater for the risks associated with living on a residential site. As park homes are made from marine plywood rather than bricks and mortar, they are typically more expensive to insure; so will attract additional cost compared to a traditional home.
- **Pitch fees** – when living in a park home, purchasers own the building, but not the land it sits on. They rent this from the site owner and will pay them a pitch fee.

Overall, it is more affordable to live in a park home compared to a traditional home; this is why older people and people downsizing are the main purchasers. Research by [www.parkhome.org.uk](http://www.parkhome.org.uk) found that the majority of homeowners are in or near retirement and many parks have rules ensuring they are exclusively for an older community.

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<sup>4</sup> Name ([tendringdc.gov.uk](http://tendringdc.gov.uk))



# Qualitative comments coming forward from citizen space questionnaire in response to questions asked

4.2 The following is a summary of the qualitative comments received, the DfC Departmental response and the resulting recommendations aligned to each question posed in the online survey.

## 1. Written Agreements (Content and Length of Tenure)

### Extract of comments received

“Agreement is for perpetuity.”

“I am aware that other Park Homeowners have different Agreements.”

“My understanding is that our Agreements are for an indefinite period. No communication to clarify.”

“Company has recently changed its trade name – don’t know how this effects our contract or rights.”

### What the legislation states

#### Duration of agreement

1 Subject to paragraph 2, the right to station the caravan on land forming part of the protected site shall subsist until the agreement is determined under paragraph 3, 4, 5 or 6.

2—(1) If the owner’s estate is insufficient to enable the owner to grant the right for an indefinite period, the period for which the right subsists shall not extend beyond the date when the owner’s estate determines.

(2) If planning permission for the use of the protected site as a site for caravans has been granted in terms such that it will expire at the end of a specified period, the period for which the right subsists shall not extend beyond the date when the planning permission expires.

(3) If before the end of a period determined by this paragraph there is a change in circumstances which allows a longer period, account shall be taken of that change.

### Departmental Response

Agreements are not showing as causing any major problems within this sector. That is mainly due to the length being for perpetuity. There were isolated incidents recorded of non-receipt of agreements, errors in details being recorded, and insufficient communication of any effects on contract or rights when a company changed ownership.

### RECOMMENDATION

#### No change recommended

This is on the basis that no evidence has been found to indicate that agreements for the residential sector are proving ineffective.

## 2. Termination of the Agreement

### Extract of comments received

Nothing pertinent to list.

### What the legislation states

Termination by occupier

3 The occupier shall be entitled to terminate the agreement by notice in writing given to the owner not less than 4 weeks before the date on which it is to take effect.

Termination by owner

4 The owner shall be entitled to terminate the agreement forthwith if, on the application of the owner, the court—

- a) is satisfied that the occupier has breached a term of the agreement and, after service of a notice to remedy the breach, has not complied with the notice within a reasonable time; and
- b) considers it proportionate in all the circumstances for the agreement to be terminated.

5 The owner shall be entitled to terminate the agreement forthwith if, on the application of the owner, the court—

- a) is satisfied that the occupier is not occupying the caravan as the occupier's only or main residence; and
- b) considers it proportionate in all the circumstances for the agreement to be terminated.

6—(1) The owner shall be entitled to terminate the agreement forthwith if, on the application of the owner, the court—

- a) is satisfied that, having regard to its condition, the caravan is having a detrimental effect on the amenity of the site; and
- b) considers it proportionate in all the circumstances for the agreement to be terminated.

(2) Sub-paragraphs (3) and (4) apply if, on an application under sub-paragraph (1)—

- a) the court considers that, having regard to the present condition of the caravan, paragraph (a) of that sub-paragraph applies to it, but
- b) it also considers that it would be reasonably practicable for particular repairs to be carried out on the caravan that would result in sub-paragraph (1)(a) not applying to it, and
- c) the occupier indicates that the occupier intends to carry out those repairs.

(3) In such a case the court may make an order adjourning proceedings on the application for such period specified in the order as the court considers reasonable to allow the repairs to be carried out. The repairs must be set out in the order.

(4) If the court makes such an order, the application shall not be further proceeded with unless the court is satisfied that the specified period has expired without the repairs having been carried out.

### Departmental Response

The conditions which apply to the termination of the Agreement/Written Statement by the caravan owner/occupier:

It is implied in the Written Statement (agreement) that the occupier may give 4 weeks' notice to the park owner to terminate the agreement and to remove their caravan from the site. In reality this virtually never happens.

The conditions which apply to the termination of the Agreement/Written Statement by the Site Owner:

The implied terms as set out in the Schedule to the 2011 Act make it clear when the park owner may apply to the Court for permission to terminate the agreement and gain possession of the pitch, namely for breach of the agreement (after notice of breach of the agreement has been served), non-residence, and detrimental impact.

However, in reality, few applications are made to the Court by either residential caravan site owners or residents.

### RECOMMENDATION

#### No change recommended

No major issues regarding termination have been found during this Review. Unless the site owner has a lease on the protected site in question or a temporary planning consent, the duration of the agreement will be in perpetuity unless the agreement is brought to an end by the occupier giving notice or the site owner obtains an order from the Court for permission to terminate the agreement and possession of the pitch.

### 3. Recovery of Overpayments

#### Extract of comments received

Nothing pertinent to list.

#### What the legislation states

Recovery of overpayments by occupier

7 Where the agreement is terminated as mentioned in paragraph 3, 4, 5 or 6, the occupier shall be entitled to recover from the owner so much of any payment made by the occupier in pursuance of the agreement as is attributable to a period beginning after the termination.

#### Departmental Response

The Schedule of the 2011 Act includes an implied term for recovery of overpayments by residential caravan park occupiers. This is not a term which is applied very often.

Most occupiers pay their pitch fee monthly and pay for their utilities in arrears. If residential caravan park occupiers were to give notice to terminate their agreement or a Court were to give permission to terminate, it is usually the park owner who ends up losing out. They are unable to recover any unpaid pitch fees or damages caused by use and occupation of the pitch from the period the agreement comes to an end until the caravan is removed from the park and vacant possession is given to the park owner.

#### RECOMMENDATION

##### No change recommended

No evidence came to light during the Review to indicate any problems.

## 4. Sale of Caravan and % Commission Charged

### Extract of comments received

“Don’t agree to up to 10% of sale price.”

“Unacceptable they get pitch fees and when I sell they get 10%.”

“Owners should not get any commission on my property.”

“If you have bought your park home then decide to sell 100% of sale price should be yours.”

### What the legislation states

#### Sale of caravan

8—(1) The occupier shall be entitled to sell the caravan, and to assign the agreement, to a person approved by the owner, whose approval shall not be unreasonably withheld.

(2) The occupier may serve on the owner a request for the owner to approve a person for the purposes of sub-paragraph (1).

(3) Where the owner receives such a request, the owner must, within the period of 28 days beginning with the date on which the request is received—

- a) approve the person, unless it is reasonable for the owner not to do so, and
- b) serve on the occupier notice of the decision whether or not to approve the person.

(4) The owner may not give approval subject to conditions.

(5) If the approval is withheld, the notice under sub-paragraph (3) must specify the reasons for withholding it.

(6) If the owner fails to notify the occupier as required by sub-paragraph (3) (and if applicable sub-paragraph (5)), the occupier may apply to the court for an order declaring that the person is approved for the purposes of sub-paragraph (1); and the court may make such an order if it thinks fit.

7) It is for the owner—

- a) if the owner served a notice as mentioned in sub-paragraph (3) (and if applicable sub-paragraph (5)) and the question arises whether the notice was served within the required period of 28 days, to show that it was;
- b) if the owner did not give approval and the question arises whether it was reasonable for the owner not to do so, to show that it was reasonable.

8) A request or notice under this paragraph—

- a) must be in writing, and
- b) may be served by post.

(9) Where the occupier sells the caravan, and assigns the agreement, as mentioned in sub-paragraph (1), the owner shall be entitled to receive a commission on the sale at a rate not exceeding 10% of the sale price.

(10) Except to the extent mentioned in sub-paragraph (9), the owner may not require any payment to be made (whether to the owner or otherwise) in connection with the sale of the caravan, and the assignment of the agreement, as mentioned in sub-paragraph (1).

(11) In relation to a caravan on a travellers’ site (within the meaning given by section 5(3)(c)), this paragraph applies with the omission of—

- a) sub-paragraph (9); and
- b) in sub-paragraph (10), the words “Except to the extent mentioned in sub-paragraph (9),

### Departmental Response

In respect of the sale of a residential sector caravan the 2011 Act includes a provision that where the occupier sells the caravan, the park owner is entitled to receive a commission on the sale at a rate not exceeding 10% of the sale price.

It is noted that a few respondents expressed the view that 10% commission was unacceptable and they didn't understand why it should be paid. One respondent recorded that although the static caravan had been bought by the site owner there was a wait of 2 1/2 years for everything to be settled.

The logic of the commission charge was based on the premise that this payment could potentially be utilised for maintenance/improvements to the site through the park.

DfE Trading Standards Service advises that it is important for potential park home purchasers to carefully read over their written agreements and any other pre-contract information that they are provided with in order to establish what the park owner's obligations are with regard to the maintenance of the site. Where these obligations are not being met then the park home owner has the potential of seeking redress for breach of contract. Where sites are not adequately maintained the Act contains provisions which give park home owners the right to challenge any increase in site fees via recourse to Court for a ruling.

### RECOMMENDATION

#### No change recommended

Given that turnover on sales is relatively low it is reasonable that a 10% commission should be recycled to allow the park owner to reinvest that into the business model for the site, or undertake any necessary upgrading of the pitch before change of ownership.

## 5. Gift of a Caravan

### Extract of comments received

Nothing pertinent to list.

### What the legislation states

Gift of caravan

9—(1) The occupier shall be entitled to give the caravan, and to assign the agreement, to a member of the occupier's family approved by the owner, whose approval shall not be unreasonably withheld.

(2) Sub-paragraphs (2) to (8) of paragraph 8 shall apply in relation to the approval of a person for the purposes of sub-paragraph (1) as they apply in relation to the approval of a person for the purposes of sub-paragraph (1) of that paragraph.

(3) The owner may not require any payment to be made (whether to the owner or otherwise) in connection with the gift of the caravan, and the assignment of the agreement, as mentioned in sub-paragraph (1).

### Departmental Response

There are two aspects to the gifting of a caravan. The gifting of a caravan is covered under section 5 of Part 1, Succession, when the caravan owner passes away and secondly under the terms implied by the Schedule which is a gift of the caravan to a family member during the lifetime of the resident. Where a caravan owner makes a gift during their lifetime to a family member, subject to approval and in line with any relevant rules of the park, this cannot be unreasonably withheld.

Therefore gifting is dependent on the rules that apply to the particular park. The rules should be clear in outlining if a payment needs to be made to the park owner or is subject to their approval.

### RECOMMENDATION

#### No change recommended

In practice, there are few instances of gifting to a family member during the lifetime of the resident.

## 6. Re-siting of a Caravan

### Extract of comments received

Nothing pertinent to list.

### What the legislation states

Re-siting of caravan

10—(1) The owner shall be entitled to require that the occupier's right to station the caravan is exercisable for any period in relation to another pitch forming part of any protected site of the owner ("the other pitch") if (and only if)—

- a) on the application of the owner, the court is satisfied that the other pitch is broadly comparable to the occupier's original pitch and that it is reasonable for the caravan to be stationed on the other pitch for that period; or
- b) the owner needs to carry out essential repair or emergency works that can only be carried out if the caravan is moved to the other pitch for that period, and the other pitch is broadly comparable to the occupier's original pitch.

(2) If the owner requires the occupier to station the caravan on the other pitch so that the owner can replace, or carry out repairs to, the base on which the caravan is stationed, the owner must if the occupier so requires, or the court on the application of the occupier so orders, secure that the caravan is returned to the original pitch on the completion of the replacement or repairs.

(3) The owner shall pay all the costs and expenses incurred by the occupier in connection with the caravan being moved to and from the other pitch.

(4) In this paragraph and in paragraph 13 "essential repair or emergency works" means—

- a) repairs to the base on which the caravan is stationed or to any amenities on the site;
- b) works or repairs needed to comply with any relevant legal requirements; or
- c) works or repairs in connection with restoration following flood, landslide or other natural disaster.

I works or repairs in connection with restoration following flood, landslide or other natural disaster.

### Departmental Response

Part 1, Paragraph 10 of the terms implied by the Schedule of the 2011 Act explains when the park owner is entitled to move a caravan to another pitch. It is recognised that given the length of the agreement in place (generally in perpetuity) the park owner may need to carry out redevelopment works during this time, maintain or upgrade standards and facilities, or to carry out works in compliance with the conditions of the site licence which will require the home to be moved.

Overall no major issues were recorded in respect of re-siting in the context of the 2021 Review by respondents.

### RECOMMENDATION

#### No change recommended

No change needed to existing provision as there was no evidence of any major problems at present.

## 7. Upgrading of a Caravan

### Extract of comments received

“N/A we live in a residential lodge.”

“No need to upgrade a Park Home.”

### Departmental Response

In respect of upgrading in the residential sector it is recognised that the building standards and range of static homes have increased significantly over the last 40 years. In practice once a residential caravan is occupied it is unusual for the home to be ‘upgraded’. There is no contractual entitlement under either of the standard forms of agreement for an owner to upgrade a caravan. There are contractual entitlements in place should an insurable event happen (eg.fire) and the caravan is subsequently replaced.

The 2021 Review produced no issues in respect of upgrading in relation to residential static caravans.

### RECOMMENDATION

#### No change recommended

No indication that change is needed in respect of the residential sector.

## 8. Right of Quiet Enjoyment

### Extract of comments received

“Youths come into the park and cause nuisance.”

“Continual stream of people walking through.”

“If we object or complain told to move.”

“I have felt pressured.”

### What the legislation states

The right of quiet enjoyment as stated in the Caravans Act NI 2011 is found in Part I of the Schedule of the Act under paragraph 11:

“Quiet enjoyment of the caravan”

11 The occupier shall be entitled to quiet enjoyment of the caravan together with the pitch during the continuance of the agreement, subject to paragraphs 10, 12, 13 and 14.

### Departmental Response

‘Quiet enjoyment’ is a technical, legal term which means that occupiers are entitled to enjoy their caravan and the pitch without their site owner or anyone else involved in the site business intruding into their caravan or onto their pitch. ‘Quiet enjoyment’ does not refer to noise or disturbance as may be inferred from the phrase. However it does mean that, for example, caravan owners must not be subject to harassment or intimidation, threats of physical eviction, continual obstruction of access to the caravan, interruptions in the supply of utilities or otherwise be prevented from uninterrupted use of the home and the pitch as their permanent residence.

Therefore this right of quiet enjoyment effectively determines when and under what circumstances the park owner may enter the home owner’s pitch and also concerns itself with issues relating to the re-siting of the caravan.

DfE Trading Standards Service recommends that potential park home purchasers carefully read over their written agreements and any other pre-contract information provided to them in order to establish what the park owner’s obligations are with regard to the services they will provide, and how the park owner may deal with issues around nuisance.

DfI have highlighted that under the Caravans Act (Northern Ireland) 1963 (“1963 Act”) district councils are responsible for issuing site licences for caravan sites. The licence will be subject to such conditions as the council thinks necessary or desirable in the interests of those dwelling on the site in caravans and the public at large.

In drawing up the conditions for a residential site councils must have regard to the 1994 Model Licence Conditions (Residential Caravan Sites). These model licence conditions regulate the layout of and provision of facilities, services and equipment for caravan sites and represent the standards normally expected as a matter of good practice.

Ultimately it is for the council to decide what conditions to apply to any site licence having regard to the particular circumstances of the relevant site, including its physical character, any relevant services, facilities or other amenities that are available within or in the locality of the site and other applicable conditions.

Councils have a right of entry in respect of any land used as a caravan site or in respect of which an application for a site licence has been made. This is for the purposes of:

- determining site licence conditions;
- determining whether contraventions have occurred;
- finding out whether circumstances exist that would allow the council to take action or execute works under the Act; and
- taking such action or executing such works.

### RECOMMENDATION

#### No change recommended

Residential sites should provide safe and secure environments for the residents (some of whom are 70+). It is recommended that when issues cannot be directly resolved with the site management/owner, or become protracted, there should be engagement by the complainant with the local Council to determine if a contravention to licence conditions has occurred.



## 9. Right of Entry to the Site

### Extract of comments received

“Park Owners entry to site - Without giving any written or verbal notice, the site owners (in my absence) have entered my site many times to measure, to remove my property, and even to have it surveyed. This was done repeatedly even after I approached them and pointed out that they were in breach of contract and according to the “Caravan Act”. They were supposed to give a written notice – they ignored me as usual.”

### What the legislation states

Owner’s right of entry to the pitch

12 The owner may enter the pitch without prior notice between the hours of 9 a.m. and 6 p.m—

- a) to deliver written communications, including post and notices, to the occupier; and
- b) to read any meter for gas, electricity, water, sewerage or other services supplied by the owner.

13 The owner may enter the pitch to carry out essential repair or emergency works on giving as much notice to the occupier (whether in writing or otherwise) as is reasonably practicable in the circumstances.

14 Unless the occupier has agreed otherwise, the owner may enter the pitch for a reason other than one specified in paragraph 12 or 13 only if the owner has given the occupier at least 14 days’ written notice of the date, time and reason for the entry.

15 The rights conferred by paragraphs 12 to 14 do not extend to the caravan.

### Departmental Response

As outlined by the above extract from the 2011 Act It is clearly understood that site owners will on occasions need to have entry onto a resident(s) pitch on the park. However, in circumstances where entry is gained outside of the parameters of these provisions, unless obtained with the consent of the occupier, this could fall foul of the anti-harassment provisions in Part 3 or other laws. The implied provisions protect residential occupiers from unlawful interference from the park owner in respect of their home, where they live, which usually includes a garden area.

DfE Trading Standards Service are not aware of any of any significant infringements on the right of entry to the site.

### RECOMMENDATION

DfC will produce Fact Sheets as a quick reference guide to:

1. Inform both residential occupiers and site owners of their responsibilities under the Act.
2. Provide signposting information on the relevant pathway of recourse should difficulties arise.

Right of Entry to the Site will be included within that Fact Sheet.

## 10. Pitch Fees and Method of Calculation

### Extract of comments received

“Nothing is done on the site to benefit residents so there should be no increase.”

“The increase in the site fee is unfair as no work has been carried out to make the site a safe and secure place to live.”

“There was failure to follow the procedures as outlined in the Agreement. There was no consultation over the park fee increase either individually with owners or with the recognised Residents Association as regards various issues.”

“There has been no acknowledgement of any resident correspondence relating to increases or changes to site fees.”

“There is no justification of this year’s increase in pitch fees as there has been very little improvement in the infrastructure in the park.”

“Fees which should be used for maintenance are increased every year even though the condition of the site is steadily declining.”

### What the legislation states

The pitch fee

16 The pitch fee can only be changed in accordance with paragraph 17, either—

- (a) with the agreement of the occupier, or
- (b) if the court, on the application of the owner or the occupier, considers it reasonable for the pitch fee to be changed and makes an order determining the amount of the new pitch fee.

17—(1) The pitch fee shall be reviewed annually as at the review date.

(2) At least 28 days before the review date the owner shall serve on the occupier a written notice setting out the owner’s proposals in respect of the new pitch fee.

(3) If the occupier agrees to the proposed new pitch fee, it shall be payable as from the review date.

(4) If the occupier does not agree to the proposed new pitch fee—

- (a) the owner may apply to the court for an order under paragraph 16(b) determining the amount of the new pitch fee;
- (b) the occupier shall continue to pay the current pitch fee to the owner until such time as the new pitch fee is agreed by the occupier or an order determining the amount of the new pitch fee is made by the court under paragraph 16(b); and
- (c) the new pitch fee shall be payable as from the review date but the occupier shall not be treated as being in arrears until the 28th day after the date on which the new pitch fee is agreed or, as the case may be, the 28th day after the date of the court order determining the amount of the new pitch fee.

(5) An application under sub-paragraph (4)(a) may be made at any time after the end of the period of 28 days beginning with the review date.

(6) Sub-paragraphs (7) to (10) apply if the owner—

- (a) has not served the notice required by sub-paragraph (2) by the time by which it was required to be served, but
- (b) at any time thereafter serves on the occupier a written notice setting out the owner’s proposals in respect of a new pitch fee.

(7) If (at any time) the occupier agrees to the proposed pitch fee, it shall be payable as from the 28th day after the date on which the owner serves the notice under sub-paragraph (6)(b).

(8) If the occupier has not agreed to the proposed pitch fee—

- (a) the owner may apply to the court for an order under paragraph 16(b) determining the amount of the new pitch fee;
- (b) the occupier shall continue to pay the current pitch fee to the owner until such time as the new pitch fee is agreed by the occupier or an order determining the amount of the new pitch fee is made by the court under paragraph 16(b); and
- (c) if the court makes such an order, the new pitch fee shall be payable as from the 28th day after the date on which the owner serves the notice under sub-paragraph (6)(b).

(9) An application under sub-paragraph (8) may be made at any time after the end of the period of 56 days beginning with the date on which the owner serves the notice under sub-paragraph (6)(b).

(10) The occupier shall not be treated as being in arrears—

- (a) where sub-paragraph (7) applies, until the 28th day after the date on which the new pitch fee is agreed; or
- (b) where sub-paragraph (8)(b) applies, until the 28th day after the date on which the new pitch fee is agreed or, as the case may be, the 28th day after the date of the court order determining the amount of the new pitch fee.

18 (1) When determining the amount of the new pitch fee particular regard shall be had to—

a) any sums expended by the owner since the last review date on improvements—

i) which are for the benefit of the occupiers of caravans on the protected site;

ii) which were the subject of consultation in accordance with paragraph 22(e) and (f); and

iii) to which a majority of the occupiers have not disagreed in writing or which, in the case of such disagreement, the court, on the application of the owner, has ordered should be taken into account when determining the amount of the new pitch fee;

b) any decrease in the amenity of the protected site since the last review date; and

c) the effect of any statutory provision which has come into operation since the last review date.

(2) When calculating what constitutes a majority of the occupiers for the purposes of sub-paragraph (1)(a)(iii) each caravan is to be taken to have only one occupier and, in the event of there being more than one occupier of a caravan, its occupier is to be taken to be the occupier whose name first appears on the agreement.

(3) In a case where the pitch fee has not been previously reviewed, references in this paragraph to the last review date are to be read as references to the date when the agreement commenced.

19 When determining the amount of the new pitch fee, any costs incurred by the owner in connection with expanding the protected site shall not be taken into account.

20 (1) There is a presumption that the pitch fee shall increase or decrease by a percentage which is no more than any percentage increase or decrease in the retail prices index since the last review date, unless this would be unreasonable having regard to paragraph 18(1).

(2) Paragraph 18(3) applies for the purposes of this paragraph as it applies for the purposes of paragraph 18.

## Departmental Response

The implied terms concerning the pitch fee review is contained within the written statement. The pitch fee can only be changed with the agreement of the occupier or if the Court determines the new level of pitch fee. Generally speaking, any change should be in line with RPI unless that would be unreasonable having regard to provisions in the implied term including whether there have been any improvements.

It is recognised that all park owners will face ever increasing costs in taking forward the day to day running and on-site maintenance responsibilities. However, if issues such as the above are arising there has to be open and honest dialogue between the site owner and resident park occupiers on income and expenditure against what has been contractually agreed as deliverables. No resident park occupier should feel that they are not safe and secure on their site.

DfE Trading Standards Service were consulted and have referenced that the Office of Fair Trading (OFT) had published guidance on unfair terms in holiday caravan agreements in 2005. While this Guidance was withdrawn by the CMA and should not be considered as a statement of law much of the Guidance can likely be considered to give an indication on what stance the courts may take on various issues. The Guidance is specifically in relation to holiday caravans, however much of the contract law principles referenced in the Guidance could apply to residential parks. The Guidance advises that the OFT objected to terms that allowed park owners to increase pitch fees in long term licences without adequate notice or provided an unqualified power to introduce increases that may be deemed disproportionate. The Guidance advised that a fee variation term should be based on clearly defined criteria. The pitch fee and any escalator clause in a long-term licence that clearly lays out how increases will be calculated would be regarded as a core term and cannot be assessed for fairness.

In addition, where Park Owners wish to improve a site, a fee review term may seek to pass on those costs that relate to an improvement for caravan owners – there can be difference in opinion between Park Owners and caravan/home owners as to who actually benefits from works carried out. The Guidance further advises that fee variation terms are more likely to be fair if they make clear at the start of the licence that increases are related to a public index (eg. RPI).

Ultimately the pitch fee is payment for the use of the land on which the caravan is sited and for services provided by the park owner including maintenance, such as gardening and lighting. Also, you can have the additional complication of caravan owners on a specific park paying different rates of fees because of where their caravan is located within the park or whether they purchased the caravan from the park Owner or from a 3rd party. Whether services are provided by the Park Owner in compliance with the terms of the licence agreement can be subjective and opinions can vary among caravan owners themselves.

Part One of the Schedule to the Caravans Act provides the means for caravan owners to challenge any fee increase by applying to a court for an order to determine the amount of the new pitch fee. Recent counsel's opinion obtained by home owners on one of the residential parks advised that as the fee had been increased in line with RPI it was unlikely that any challenge would be successful. In this instance the homeowners did not consider that the park owner was providing services to a satisfactory standard.

It is essential that potential purchasers of homes on residential parks carefully study the content of the licence agreement and are clear on what the park owners obligations are in relation to the amount of the pitch fee.

#### **RECOMMENDATION**

DfC will produce Fact Sheets as a quick reference guide to:

1. Inform both residential occupiers and site owners of their responsibilities under the Act.
2. Provide signposting information on the relevant pathway of recourse should difficulties arise.

Pitch Fees and Method of Calculation will be included within that Fact Sheet.

## **11. Caravan Owner Obligations as Residential Occupiers**

#### **Extract of comments received**

Nothing pertinent to list.

#### **What the legislation states**

Occupier's obligations

21 The occupier shall—

- a) pay the pitch fee to the owner;
- b) pay to the owner all sums due under the agreement in respect of gas, electricity, water, sewerage or other services supplied by the owner;
- c) keep the caravan in a sound state of repair;
- d) maintain—
  - i) the outside of the caravan, and
  - ii) the pitch, including all fences and outbuildings belonging to, or enjoyed with, it and the caravan,in a clean and tidy condition; and
- e) if requested by the owner, provide the owner with documentary evidence of any costs or expenses in respect of which the occupier seeks reimbursement.

#### **Departmental Response**

The obligations for residential caravan park occupiers are included in the implied obligations which are detailed in the written statement. There are also standard express obligations, which must be agreed between the residential park occupier and the residential park owner in advance, for inclusion in the written statement.

No issues arose in respect of this provision within the 2021 Review.

#### **RECOMMENDATION**

##### **No change recommended**

No issues came forward under the Review.

## 12. Obligations of Site Owners

### Extract of comments received

"Irregular invoices for utilities. Unable to have individual electric meters, therefore cannot take advantage of off peak heating rates. We are on a commercial tariff in a domestic residence."

"We are on a commercial rate for electricity in a domestic setting and unable to source our own energy providers. Utility bills haphazard."

"Ensuring the best domestic rates, gas, electricity are obtained, not commercial rates."

"No gates, street lighting, road condition, flooding, unable to use toilet and shower during and after heavy rain as toilet and shower don't drain away (24 hours). No CCTV, awaiting compensation for decking incorrectly built."

"Site works unfinished. Pitch fee increase not justified, eg public roads, poor lighting, and abysmal management."

"Upkeep is non-existent. Lighting constantly breaking. Fences left unrepaired. Until recently holes in the roads. Bowling green not adequately protected and unusable for long periods. Security gates constantly breaking down. CCTV not monitored. No warden. Weeds allowed to grow along kerbing. Some bushes not pruned adequately and growing into pathways. Raucous behaviour from caravan site at times with bottles and cans thrown over fencing."

"Everything here is done on the cheap. No qualified engineers brought in for anything. This site is going to go up in flames sometime."

"This place is very badly kept."

"I do not feel that as a residential site we should be paying commercial rate for electricity and think we should have our own meters."

"No CCTV, street lighting, street signage, no gates, no landscaped gardens (as promised) no free wi-fi (as promised), flooding, toilets blocking up, no garage (as promised) road surface unfinished since 2016, kerbing unfinished since 2016."

"Despite numerous complaints and the hard work of the residents association, nothing improves - lighting, roads, flooding, sewage, road markings, security gates, electricity charges at commercial rate, communal areas. The council have highlighted H&S issues which management have ignored."

### What the legislation states

#### Owner's obligations

#### 22 The owner shall—

a) if requested by the occupier, and on payment by the occupier of a charge of not more than £30, provide accurate written details of—

- i) the size of the pitch and the base on which the caravan is stationed; and
- ii) the location of the pitch and the base within the protected site;

including details of measurements between identifiable fixed points on the protected site and the pitch and the base;

b) if requested by the occupier, provide (free of charge) documentary evidence in support and explanation of—

- i) any new pitch fee;
- ii) any charges for gas, electricity, water, sewerage or other services payable by the occupier to the owner under the agreement; and
- iii) any other charges, costs or expenses payable by the occupier to the owner under the agreement;

c) be responsible for repairing the base on which the caravan is stationed and for maintaining any gas, electricity, water, sewerage or other services supplied by the owner to the pitch or to the caravan;

d) maintain in a clean and tidy condition those parts of the protected site, including access ways, site boundary fences and trees, which are not the responsibility of any occupier of a caravan stationed on the protected site;

e) consult the occupier about improvements to the protected site in general, and in particular about those which the owner wishes to be taken into account when determining the amount of any new pitch fee; and

f) consult a qualifying residents' association, if there is one, about all matters which relate to the operation and management of, or improvements to, the protected site and may affect the occupiers either directly or indirectly.

23 The owner shall not do or cause to be done anything which may adversely affect the ability of the occupier to perform the obligations under paragraph 21(c) and (d).

24 For the purposes of paragraph 22(e), to “consult” the occupier means—

- a) to give the occupier at least 28 days’ notice in writing of the proposed improvements which—
  - i) describes the proposed improvements and how they will benefit the occupier in the long and short term;
  - ii) details how the pitch fee may be affected when it is next reviewed; and
  - iii) states when and where the occupier can make representations about the proposed improvements; and
- b) to take into account any representations made by the occupier about the proposed improvements, in accordance with paragraph (a)(iii), before undertaking them.

25 For the purposes of paragraph 22(f), to “consult” a qualifying residents’ association means—

- a) to give the association at least 28 days’ notice in writing of the matters referred to in paragraph 22(f) which—
  - i) describes the matters and how they may affect the occupiers either directly or indirectly in the long and short term; and
  - ii) states when and where the association can make representations about the matters; and
- b) to take into account any representations made by the association, in accordance with paragraph (a)(ii), before proceeding with the matters.

### **Departmental Response**

The site owner’s obligations relate to ensuring parts of the site, which are not the responsibility of occupiers, are kept in clean and tidy condition, and extend to the provision and maintenance of services. Site owner obligations are set out in the written agreement.

What should or should not be expected in respect of standard of services and provision of utilities attracted high interaction from the 2021 Review respondents. Main points of contention centred around:

#### **Services**

- Lack of security due to broken gates, lack of CCTV, no warden accessible.
- Insufficient street lighting, poor road condition, unfinished kerbing, and flooding causing problems with domestic toilet and shower drainage.
- Poorly erected decking.
- Unfinished site works.
- Upkeep of site – fencing unrepaired, maintenance of communal areas, weeds and other landscaping issues.
- Insufficient investment in site and unfulfilled promises on commitments to residents.
- Subsidence, unfinished works and unresolved issues.

#### **Utilities**

- Paying commercial rate of electricity instead of domestic despite being classified as residential.
- Irregular invoicing for utilities.
- Utilities bills not on time causing problems with payment for gas not linked to the right tariff.
- Bills charged with VAT added to unit priced and rounded up, so not on total bill and extra paid.
- As there are not individual electric meters in place no advantage can be taken of off-peak heating rates.
- Unable to source own energy providers.

If the obligations outlined under the Act are not being honoured there is a right of challenge and recourse to explore corrective action through the court system. Local Councils are responsible for adherence to licence conditions and DfE Trading Standards Service can advise on contract/commercial law breaches.

### **Services**

DfI were consulted on the issues that arose in respect of licensing, and in particular the health and safety concerns. They have highlighted that site owners are required under the 1963 Act (section 1) to hold a licence for land used as a caravan site.

Councils have a right of entry in respect of any land used as a caravan site or in respect of which an application for a site licence has been made.

This is for the purposes of:

- determining site licence conditions;
- determining whether contraventions have occurred;
- finding out whether circumstances exist that would allow the council to take action or execute works under the Act; and
- taking such action or executing such works.

Councils have powers under the 1963 Act to deal with breaches of licence conditions. Where a condition requires works to the site to be carried out and these are not done either within the time specified or to the satisfaction of the council, the council may carry out the works itself and recover from the licence holder any expenses it has reasonably incurred in doing so.

Failure to comply with a condition attached to a site licence is an offence punishable by a fine

The council may apply to the court to have a licence revoked if the licence holder has been convicted on two or more occasions of breaches of licence conditions

### **Utilities**

DfE Trading Standards Service has been in contact with energy suppliers who have explained that the residential parks are restricted to commercial rates. The only means of park homes moving onto domestic rates would require significant cost and disruption, as individual meters would need to be installed at each park home. Therefore, the cost and works required to implement individual meterage would likely be prohibitive.

### **RECOMMENDATION**

DfC will produce Fact Sheets as a quick reference guide to:

1. Inform both residential occupiers and site owners of their responsibilities under the Act.
2. Provide signposting information on the relevant pathway of recourse should difficulties arise.

Obligations of Site Owners will be included within that Fact Sheet.

### 13.Provision of Site Owner’s Name and Address for Legal Purposes

#### Extract of comments received

“Continual change in site management, never informed.”

“Not sure who owns it.”

#### What the legislation states

Owner’s name and address

26—(1) The owner shall by notice inform the occupier and any qualifying residents’ association of the address in Northern Ireland at which notices (including notices of proceedings) may be served on the owner by the occupier or a qualifying residents’ association.

(2) If the owner fails to comply with sub-paragraph (1), then (subject to sub-paragraph (5)) any amount otherwise due from the occupier to the owner in respect of the pitch fee shall be treated for all purposes as not being due from the occupier to the owner at any time before the owner does so comply.

(3) Where in accordance with the agreement the owner gives any written notice to the occupier or (as the case may be) a qualifying residents’ association, the notice must contain the following information—

- a) the name and address of the owner; and
- b) if that address is not in Northern Ireland, an address in Northern Ireland at which notices (including notices of proceedings) may be served on the owner.

(4) Subject to sub-paragraph (5), where—

- a) the occupier or a qualifying residents’ association receives such a notice, but
- b) it does not contain the information required to be contained in it by virtue of sub-paragraph (3), the notice shall be treated as not having been given until such time as the owner gives the information to the occupier or (as the case may be) the association in respect of the notice.

(5) An amount or notice within sub-paragraph (2) or (4) (as the case may be) shall not be treated as mentioned in relation to any time when, by virtue of an order of any court, there is in force an appointment of a receiver or manager whose functions include receiving from the occupier the pitch fee, payments for services supplied or other charges.

(6) Nothing in sub-paragraphs (3) to (5) applies to any notice containing a demand to which paragraph 27(1) applies.

27—(1) Where the owner makes any demand for payment by the occupier of the pitch fee, or in respect of services supplied or other charges, the demand must contain—

- a) the name and address of the owner; and
- b) if that address is not in Northern Ireland, an address in Northern Ireland at which notices (including notices of proceedings) may be served on the owner.

(2) Subject to sub-paragraph (3), where—

- a) the occupier receives such a demand, but
- b) it does not contain the information required to be contained in it by virtue of sub-paragraph (1), the amount demanded shall be treated for all purposes as not being due from the occupier to the owner at any time before the owner gives that information to the occupier in respect of the demand.

(3) The amount demanded shall not be so treated in relation to any time when, by virtue of an order of any court, there is in force an appointment of a receiver or manager whose functions include receiving from the occupier the pitch fee, payments for services supplied or other charges.



### Departmental Response

The park owner's details should be clearly set out in the written statement.

Resident occupiers need to know who to engage with if problems arise and if the site is bought over whether their contracts are affected in any way. These details should be clearly displayed in the Site Manager's office or communicated to each resident park occupier.

Park owners have an obligation to comply with business names legislation, which includes requirements on owner transparency on letter-headed paperwork and websites. DfE Trading Standards Service recommends park home occupiers review the contents of their Agreement to ensure that it includes relevant name and address details for the parties involved.

### RECOMMENDATION

DfC will produce Fact Sheets as a quick reference guide to:

1. Inform both residential occupiers and site owners of their responsibilities under the Act.
2. Provide signposting information on the relevant pathway of recourse should difficulties arise.

Right of Entry to the Site will be included within that Fact Sheet.

## 14. Qualifying Residents' Association

### Extract of comments received

"If we didn't have the Residents Association we would be a lot worse off. Our Committee members stand up for us."

"If it wasn't for the Residents Association would be lost."

"Were a properly constituted Qualifying Residents Association exists its role should be strengthened by providing for owners to have a statutory obligation to respond clearly (or take justified action) to matters raised by the Association within a specified (or at least reasonable) timeframe."

### What the legislation states

Qualifying residents' association

28—(1) A residents' association is a qualifying residents' association in relation to a protected site if—

- a) it is an association representing the occupiers of caravans on that site;
- b) at least 50% of the occupiers of the caravans on that site are members of the association;
- c) it is independent from the owner, who together with any agent or employee of the owner is excluded from membership;
- d) subject to paragraph (c), membership is open to all occupiers who own a caravan on that site;
- e) it maintains a list of members which is open to public inspection together with the rules and constitution of the residents' association;
- f) it has a chairman, secretary and treasurer who are elected by and from among the members;
- g) with the exception of administrative decisions taken by the chairman, secretary and treasurer acting in their official capacities, decisions are taken by voting and there is only one vote for each caravan; and
- h) the owner has acknowledged in writing to the secretary that the association is a qualifying residents' association, or, in default of this, the court has so ordered.

(2) When calculating the percentage of occupiers for the purpose of sub-paragraph (1)(b), each caravan shall be taken to have only one occupier and, in the event of there being more than one occupier of a caravan, its occupier is to be taken to be the occupier whose name first appears on the agreement.

### Departmental Response

The qualifying conditions for a residents' association are outlined in the Implied Terms detailed in the Schedule to Part 1 of the 2011 Act.

The 2021 Review did not show any problems in the formation of an Association for this sector and, where set up, responses showed active participation in same by site residents. Indeed it was evident that the provision to have such an Association to work collectively on behalf of residents was most welcome.

One respondent reflected: "The Residents' Association has a democratically elected committee serving 78% of the residents. There were no problems setting this body up and they have worked tirelessly for the good of the residents."

The only point of reflection on this provision is that, for the Residents' Association to be effective, meaningful engagement and consultation needs to be achieved in order that both parties can work towards resolving any arising issues to avoid any other intervention by other parties being necessary.

### RECOMMENDATION

DfC will produce Fact Sheets as a quick reference guide to:

1. Inform both residential occupiers and site owners of their responsibilities under the Act.
2. Provide signposting information on the relevant pathway of recourse should difficulties arise.

The constitutional and recognition requirements in respect of a Qualifying Residents' Association will be included within that Fact Sheet.

## 15. Does Site have a Complaints Process and is it Effective?

### Extract of comments received

"Not aware of any complaints procedure."

"We need a law to protect us and allow us to complain without having the expense of going to court. We can't afford legal fees."

### Departmental Response

The operation of a complaints procedure was explored within the context of the 2021 Review in order to determine whether or not there should be internal processes to resolve issues informally rather than having to go through the courts.

For example, it was noted that if park owners in the holiday sector have NCC (National Caravan Council) membership there is recourse for either the resident caravan owner/occupier or park owner to utilise the NCC alternative dispute resolution service.

In respect of responses from the residential sector the 2021 Review did not find an awareness amongst respondents of any such formal alternative dispute service being in place.

There was commentary on a process whereby complaints are noted in a book retained at the site office, and if whatever work requested had not been assessed or dealt with within two weeks the complaint could then be revisited. However, it did not get great praise in being overly successful in resolving complaints either in totality or within an appropriate timeframe.

There was commentary that where a properly constituted Qualifying Residents' Association exists its role should be strengthened by providing for owners to have a statutory obligation to respond clearly (or take justified action) to matters raised by the Association within a specified (or at least reasonable) timeframe.

DfI have commented that powers already exist within the 1963 Act for councils to act on breaches of site licence conditions. Failure to comply with a condition attached to a site licence is an offence punishable by a fine. If the offender has had two or more previous convictions a council may take court action to revoke the licence.

### RECOMMENDATION

DfC will produce Fact Sheets as a quick reference guide to:

1. Inform both residential occupiers and site owners of their responsibilities under the Act.
2. Provide signposting information on the relevant pathway of recourse should difficulties arise.

Although not a legislative provision the benefit of having an effective complaints process in place will be referenced within that Fact Sheet.

## 16. Concerns that have been put to Associations or the Courts

### Extract of comments received

Nothing significant recorded in Review responses, but it is evident that this was mainly due to comments in respect of concerns and interaction on issues with Associations being populated earlier in the survey against other questions.

### Departmental Response

There is a legal entitlement for a Residents' Association to be in place under the following conditions:

- at least 50% of the occupiers of the caravans on the site are members of the association;
- it maintains a list of members which is open to public inspection together with the rules and constitution of the association;
- it has a chairman, secretary and treasurer who are elected by and from among the members;
- decisions are taken by voting and there is only one vote for each caravan, and
- the owner has acknowledged in writing to the secretary that the association is a qualifying occupiers' association.

If the Residents' Association meets the above conditions and the site owner remains in default of recognition, the matter can be referred to the courts. The issue of a court order requires the site owner to comply.

### RECOMMENDATION

DfC will produce Fact Sheets as a quick reference guide to:

3. Inform both residential occupiers and site owners of their responsibilities under the Act.
4. Provide signposting information on the relevant pathway of recourse should difficulties arise.

The constitutional and recognition requirements in respect of a Qualifying Residents' Association will be included within that Fact Sheet.

## 17. Other issues in relation to the 2021 Review of the Caravans Act

### Extract of comments received which are not covered under any other particular category

A final 'catch all' category was added to assess if there were any other comments respondents wished to make in respect of the 2021 Review to ensure no significant issues had failed to be captured.

The only item raised which was not covered by other sections within the questionnaire was a request for residential caravan owners to be reclassified as 'Park Home' owner/occupiers.

#### Comments were recorded as follows:

"We would like to be known as park home owners. Have a proper agreement as park home owners with proper dates etc. "

"There needs to be separate legislation for Park Home home owners. We are full time home owners not caravan holiday owners."

"There should be obvious reference made to identify possible differences between legislation for permanent residential caravan owner/occupiers and legislation with regards to Parkhome owners/residents. For this reason we believe there should be a separate Parkhome Residents' Act 2022 – an Act which will obviously have slight differences from the revised Caravan Act (Northern Ireland) 2011."

"It is inappropriate and unhelpful to put park homes under the same umbrella as caravans. We would be better served by the elements (policies, proformas and general format) of the 2013 Mobile Homes Act (based in England) pertaining to us, specifically with regards to rights and duties/obligations of any potential site owner."

"I live in a park home which is my main and permanent residence and I'm not confident my rights are being recognised under the 2011 Caravans Act. I believe there should be a separate Act for park home owners."

"As a park home owner I do not wish to be treated as a caravan owner and want our own rights. These are our main residence, we pay rates but do not seem to have any rights."

### Departmental Response

The Caravans Act (Northern Ireland) 2011 is currently the only piece of UK legislation that specifically offers statutory protection for those who occupy a caravan as their main residence /home on land forming a protected site for a period exceeding 12 months, and protection for caravan owners who use their caravan solely for holiday purposes for a period of more than 28 days. No other country in the UK has sought to adopt similar arrangements and an attempt in the Welsh Assembly to create a Holiday Caravan Sites (Wales) Bill back in 2014 which sought to extend the provisions reserved for the residential sector was rejected outright.

In the rest of the UK, the residential park home sector is covered by consumer legislation and three separate pieces of legislation with additional regulations covering a range of issues. These regulate the relationship between site owner and residential caravan or park homeowner; in England the Mobile Homes Act 2013 (Mobile Homes Act 1983 as amended); in Wales the Mobile Homes (Wales) Act 2013 and in Scotland the Mobile Homes Act 1983 (Amendment of Schedule 1 (Scotland) Order 2013).

DfC recognises there is a real desire among residential caravan owner/occupiers to be recognised as Park Home occupiers and not residential caravan occupiers. To bring forward an amendment to the existing legislation would overcomplicate matters and produce confusion in the terminology throughout the Act in its entirety. The term 'occupier' is more synonymous with a residential caravan owner, denoting a greater degree of permanence of occupation compared to that of someone who visits their caravan for holidays or tows their caravans onto a pitch for holidays.

### RECOMMENDATION

#### No change recommended

If the primary legislation was to be revoked at a future date and decoupled from Part 2 which relates to the holiday sector the preference to be recognised as Park Home occupiers can be revisited.

## 5. Holiday Sector

### Overview

5.1 Part 2 of the Caravans Act (NI) 2011 relates to the holiday sector for which the Department for the Economy (DfE) has policy responsibility. Any issues relating to this sector that arose in the context of the 2021 Review were referred to the Department for the Economy for analysis and comment. It is DfE's responsibility to bring forward revised policy action if the current provisions are considered to be insufficient.

5.2 In respect of the Holiday Sector the online citizen's space survey received 537 responses from caravan owners. The current statistical breakdown drawn from local Council returns, provided in late 2021, reflects an estimate of 14,746 pitches against the holiday sector for Northern Ireland which gives a response rate of 4% (Appendix B refers). Please note that DfC does not hold information relating to the number of pitches and cannot, therefore, corroborate this figure.

The last major economic research, conducted by Frontline Consultants Ltd, was commissioned by the UK Caravan Camping Alliance in the Summer of 2018 and estimated there were 110 holiday

parks/campsites operating in Northern Ireland accounting for 20,823 pitches <sup>5</sup>.

(Reference: Pitching the Value 2019 Economic Benefit Report: Holiday Parks and Campsites in Northern Ireland.)

The table at the bottom of this page gives a breakdown.

5.3 In respect of tourism it is noted that Caravan parks provide value for money holidays within prime holiday location spots in Northern Ireland given site fees are in the main proportionally lower in comparison to the UK mainland. The contribution made by holiday caravan sites to supporting the local economy is most welcome.

### Qualitative comments per citizen space question / Departmental Response / Recommendation

5.4 So what did the 2021 qualitative comments tell us in respect of feedback? The following is a summary of those comments, the DfE departmental response and the resulting recommendations aligned to each question posed in the online survey.

Touring Pitches	Number of Parks	Caravan Holiday Home Owned	Caravan Holiday Home Rented	Glamping	Lodge/ Chalet/ Cottage owned	Lodge/ Chalet/ Cottage rented	Total pitches
2,567	110	15,303	2,854	0	49	49	20,823

<sup>5</sup> Name ([ukcca.org.uk](http://ukcca.org.uk))

## 1. Seasonable Agreement (Content and Length of Tenure)

### Extract of comments received

#### Caravan Owners

"The agreement should have a tenure that is equal to the maximum age of a caravan before you are required to replace your caravan which on our site is 12 years."

"My caravan is older (26yrs) so I don't mind the 12 month agreement – site arrangements should provide longer agreements for younger caravans".

"25 years as modern caravans have galvanised chassis for long life and typical investment is £40k."

"A 5 year agreement would help you plan for future fees, raises, etc."

"My caravan owner is a gentleman, you can keep your van on the park as long as it is in good condition."

"The site is family run and very well run, my agreement is annual but I have no worries about staying on."

"10 years for older caravans and 20 years for new caravans."

"There is no guarantee at the end of each year that your license will be renewed. When I purchased my van in July 2021 I was advised it would have 25 years. Now not even 9 months later I have been advised it's down to 20. No doubt it will drop to 15 and then 10. I am distraught as I have spent so much."

"Renewed every 5 years with an MOT type inspection."

"The site agreement does not specify length of stay either on front site or elsewhere, but I was told verbally by site manager that around 20 years was the duration on the site apart from the front area. You can only occupy a front site for 10 years before the caravan would have to be upgraded to stay on or be moved further back on the site."

"Brushed off, no final answer and verbally assured that we didn't need to worry because age of van didn't count as a reason for being up."

"Verbally told no."

"Advised we could keep caravan on site for 15 years."

"In the Agreement that the caravan will need to be upgraded at 10 years old."

#### Site Owners' Comments

"Trading Standards have previously advised a 10 year agreement but as my lease for the ground is only for 10 years the max I could offer is 5 years and even that is difficult when nearing the end of the lease period as I have to assume that the lease will be renewed."

"Given the massive outlay and continuing costs of getting a caravan park to a good standard I feel 12 months is an adequate length of time for a written agreement. It gives the site owner some security over his investment and continued investment in maintaining a good clean safe enjoyable site for customers to enjoy. It should be noted that we have never refused to renew a caravan license to date. Customers are told at the time of purchase that it's a 12 month license and they don't want to be tied down to a longer agreement in case it doesn't work out for them."

"Guarantee 20 years on park. We feel our duration of Agreement is fair and safe as it ensures all caravans are within a good standard to prevent any health/safety hazards."

"We have a section in the licence agreement which states that there is an expectation that after a caravan is 15 years it will be upgraded as a result of H&S consideration."

“All our agreements are for longer than 12 months. On a new 2022 caravan we give an agreement that ends on 31 Dec 2036. This gives a buyer 15 summers with a new caravan. We have been issuing agreements of this length or longer since the Caravan Act came in in 2011. These are not annual agreements with a covering letter. These are full agreements with a stated end date that is signed by both the buyer and myself the park owner. On second hand units this is a little more complicated depending on the age of the unit. Any second hand unit up to 5 years old still gets a 15 summer agreement. So a 2017 second hand unit still gets an agreement until 3 Dec 2036. A unit older than this we add 19 onto the year of manufacture so if we sold a 2012 caravan the buyer would get an agreement ending on 31 Dec 2031 giving them 10 summers use with the caravan before they would have to upgrade. At present we are not selling units older than 2012 but in the past we would have sold units up to an age where a customer was getting a minimum of 5 summers use before needing to upgrade. We also explain what we think the unit will be worth when the agreement ends.”

“With regards to tenure we offer a rolling contract for a minimum of 15 years, so once the occupier renews the pitch fee every year they enter into another year’s contract. This gives the occupier the flexibility should they want to cancel or not renew their licence at any stage up to 15 years.”

## **What the legislation states**

### **Extract of related content from Caravans Act (NI) 2011**

#### **Part 2 – Agreement for other occupiers of caravan sites**

##### **Particulars of agreements**

8—(1) In the case of a seasonal agreement to be made after commencement, the owner of the caravan site must give to the proposed occupier under the agreement a written statement which—

- a) specifies the names and addresses of the parties;
- b) includes particulars of the land on which the occupier is to be entitled to station the caravan that are sufficient to identify that land;
- c) sets out the express terms to be contained in the agreement; and
- d) sets out the terms implied by section 9(1).

(2) The written statement required by subsection (1) must be given not later than the minimum period before—

- a) the date on which any agreement for the sale of the caravan to the proposed occupier is made, or
- b) (if earlier) the date on which the seasonal agreement is made.

(3) The minimum period is 28 days or such shorter period as may be agreed in writing by the proposed occupier.

(4) In the case of a seasonal agreement made before commencement, the owner of the caravan site must, not later than 28 days after commencement, give to the occupier under the seasonal agreement a written statement which—

- a) specifies the names and addresses of the parties;
- b) includes particulars of the land on which the occupier is entitled to station the caravan that are sufficient to identify that land;
- c) sets out the express terms contained in the agreement; and
- d) sets out the terms implied by section 9(1).

(5) If any express term—

- a) is contained in a seasonal agreement, but
- b) was not set out in a written statement given by the owner of the caravan site in accordance with this section, the term is unenforceable by the owner.

(6) A statement required to be given to a person under this section may be delivered to that person personally or sent to that person by post.

(7) Any reference in this section to the making of a seasonal agreement includes a reference to any variation of an agreement by virtue of which the agreement becomes a seasonal agreement.

## Departmental Response

The Survey asked caravan owners to indicate if they would like to avail of a term longer than their existing 12 month Licence Agreement (Agreement), an analysis of the 481 responses indicated that 81% would like a longer term licence agreement whilst 19% would not.

The Schedule of the Caravans Act (NI) 2011 does not oblige holiday caravan park owners to extend tenure beyond 12 month licences. If caravan owners have 12 month Agreements there is potential for the park owner to increase the site fees each year without providing a methodology for those increases. Additionally, the park owner may decide not to renew an Agreement and the caravan owner will have to move off-site or sell their caravan. Based on the responses received, it appears that the 12 month Agreement duration creates uncertainty for caravan owners.

Problems appear to have arisen when initial purchasers were verbally told that there would be no age restrictions applied/upgrade policy enforced, and there is a critical need to highlight that purchasers must agree length of tenure in advance of completion of sale.

Some caravan owner respondents indicated park owners are unapproachable to discuss increase on length of tenure. Others suggested issues when there is a change of park ownership such as caravan owners advising there had been a new policy introduced with regard to upgrading. These caravan owners had been informed by the previous park owners that there was no upgrade policy on the park.

DfE Trading Standards Service (TSS) advises prospective new caravan purchasers to negotiate an Agreement with the park owner that will allow them to keep their new caravan on the park, for a minimum period of at least ten years.

TSS recommends that prospective purchasers do not rely on verbal assurances from park owners regarding the length of tenure. Tenure terms should be stipulated within the Licence Agreement.

Alternatively, if a purchaser is buying a pre-owned caravan privately on a park, then the Agreement should offer a period reflecting at least the balance of ten years since it was new; for example, if a four-year-old caravan is purchased, an Agreement should be offered for a minimum of six years.

It is particularly important for both the caravan owner and park owner to negotiate and agree the duration of the Licence Agreement, as the right to keep the caravan on the park lasts only to the end date of the Agreement. This is subject to any assurances the park owner may offer regarding the caravan owner's right to have their contract renewed annually.

Consumers should be aware that parks who are members of the National Caravan Council (NCC) are required to provide a Licence Agreement of 12 years duration for new caravans, and for pre-owned caravans an Agreement should be provided of not less than the balance of the Agreement period, from the date the caravan was purchased by the previous owner.

If the length of the tenure is not stated in the Licence Agreement, this should be raised with the park owner and an agreed end date added to the Agreement.

## RECOMMENDATION

1. DfE Trading Standards Service to review its Caravan Holiday Homes 'The questions you should ask' Guidance and republish to help consumers make informed choices
2. DfE Trading Standards Service to work with the caravan industry, consumer groups and the media to raise consumer awareness on the key questions consumers should ask when buying a new or used caravan and the options for advice eg. promote Consumerline as an advice helpline for caravan owners.
3. DfE Trading Standards Service will produce Fact Sheets as a quick reference guide to:
  - Inform both consumers and site owners of the key issues for caravan owners when buying a caravan
  - Provide signposting information on the relevant pathway of recourse should difficulties arise.The Seasonable Agreement (Content and Length of Tenure) will be included within that Fact Sheet.
4. DfE Trading Standards Service to work to help raise standards in the caravan sector, where appropriate, by reviewing complaints/reports made to Consumerline and gathering other intelligence, engaging closely with consumer groups, trade bodies and the caravan industry to identify good and poor practice and take enforcement action, if necessary. eg. Review compliance with Part 2 of the Act and consumer protection legislation.
5. DfE Trading Standards Service to work with the Caravan Trade Associations to help promote awareness among consumers of the benefits of choosing a caravan park that adheres to the industry best practice and upholds minimum standards.



## 2. Termination of the Agreement

### Extract of comments received

#### Caravan Owners

"They seem to just tell you to leave."

"If you are found to repeat a conversation with management to a third party you are breaching the conditions of your license and can be evicted."

"You are just told your license agreement isn't being renewed."

"They do as they please."

"You should be told in writing exactly why your agreement is being terminated – need to upgrade, no ambiguity, clear, safety concerns, lack of upkeep, anti-social behaviour etc – so you can challenge if necessary."

#### Problems with termination

"4 weeks notice."

"I can't sell my van to anyone other than owner."

"Nothing in our contract on our rights."

#### Site Owners' Comments

"Customers are made fully aware of the conditions/behaviour expected of them before they begin occupancy on the site so I have had no issues with terminating agreements. I normally allow any customer being terminated for a breach to sell their caravan on-site and have had no issues in this regard."

"I think it is important to have clear rules on the agreement so that everyone understands commitments before they sign up to buying a new caravan. I also believe it is fundamental to running a good caravan park and to support all of the caravan owners that you have the ability to remove problem caravan owners. The problems I'm talking about are noisy tenants, anti-social behaviour, littering, upkeep of their van cosmetically etc."

"We are very fair and outline all the rules before the customer is on the park to ensure they are aware of the circumstances that would lead to termination."

"Termination of the licence only arises out of a serious breach of obligations and expected behaviour standards that results in a severe nuisance and annoyance to other caravan owners."

#### Departmental Response

The determinations in the Licence Agreement should clearly set out the rights and obligations on both the caravan owner and park owner, in regard to terminating the contract.

Based on responses received from holiday caravan owners there does not appear to be an extensive issue regarding termination of the agreement; this would concur with responses provided by park owners.

#### RECOMMENDATION

No action necessary - The termination of agreement responses did not indicate any material points, for the holiday caravanning sector.

### 3. Recovery of Overpayments

#### Extract of comments received

##### Caravan Owners

"No overpayment if you sell your caravan back to them. You get little back and lose site fees if paid in full."

##### Site Owners' Comments:

"We have no clear agreements on this but once a caravan owner leaves a park for any reason I believe they should receive any payment due to them inside 48 hrs."

"No issues. I issue refunds as necessary. Customers rarely leave the site with their caravan (can't actually remember the last time it happened) as most sell their caravan on-site if they are leaving."

"If the agreement is terminated by us after the date by which pitch fees must be paid in full, there would be no refund. In the last 10 years we have only terminated 2 agreements both as a result of serious breaches of licence agreements. If a holiday homeowner has broken the terms of agreement by their own actions, it is not the fault of the site owner and we do not believe the site owner should be financially worse off because of it."

"If the occupier terminates in season a percentage refund is due back on their pitch fees paid."

#### Departmental Response

The Schedule of the Caravans Act (NI) 2011 includes an implied term for 'recovery of overpayments', this relates to residential caravan park occupiers only.

An examination of the review responses from holiday caravan owners and park owners did not identify any pertinent issues relating to the refund of overpayments.

#### RECOMMENDATION

No action necessary - The recovery of overpayments responses did not indicate any significant issues within the holiday caravanning sector.

### 4. Sale of Caravan and % commission charged

#### Extract of comments received

##### Caravan Owners

"Got a valuation as fees becoming too expensive. Valued £25-30k. Offered £8k."

"Unreasonable they receive commission and up to £900 to tow your van to main road. They have made a huge amount of money from the original purchase and from yearly fee. Then receive 15% when you have to stomach the depreciation is hard to swallow. To tow your van takes 15 mins they just hook up to an onsite tractor. £500-£900 is out of order."

"Sale only to owner, no external sale allowed."

"The site owner decides the price he gives you. It's based on his judgement. There is no clear formula. I have no idea how he comes up with the figures nor would he share such information."

"15% to caravan owner. Plus removal fees."

"30% of sale price and not permitted to sell privately must be sold to site owner or remove from caravan site at an extortionate fee."

"30% commission."

"No personal issue but several of my neighbours were fleeced and told their vans were worthless. Then the owners sold them on and made a fortune."

#### Site Owners' Comments:

"There is a premium for selling a caravan on a caravan park. This is private property. This should be all clear in site license. I do think it's important to acknowledge that if sale is on the park as it is private property the park should be entitled to a commission on the sale."

"As the majority of caravans on the site are over 20 years old I operate a fixed charge for the sale of all caravans on site currently £700. As a site owner I do not buy and sell caravans, all customers sell their own although occasionally I allow a dealer to bring a caravan on-site for sale. I have no storage/sales yard facilities."

"A 15% of the sale is not coming close to covering the costs and helping to run our caravan park. Our business model is dependent on the sale of static caravans as well as continued site fees. If we were not to get the sale of a caravan or only a 15% commission our site fees would need to increase dramatically to run our site."

"Commission charged is a set rate which is outlined in the agreement and made aware to all customers."

"We need to be able to control who is coming on to the park for the security and day to day management of the park we don't sell to everyone who wants to buy so why should a resident leaving be able to sell their caravan to a third party that we wouldn't."

#### Departmental Response

Based on holiday caravan owners' responses to the consultation, there does not appear to be a significant issue regarding the rate of commission charged or, the amount of commission charged, for the sale of a caravan to a third party with the benefit of the pitch. The licence agreement should clearly indicate the % of commission to be charged for the sale of a caravan to a third party, this should be brought to the attention of the caravan owner before purchase.

DfE Trading Standards Service (TSS) states that the rate of commission charged should have been agreed when the Licence Agreement was drafted. The rate should be clearly and prominently displayed in the Agreement. It should also be reasonable and proportionate to the work carried out by the park owner in relation to the sale of the caravan and the transferring of the right to station it on the park. In any event, a commission rate in excess of 15% of the selling price plus VAT has the potential to be unfair. Ultimately it is for a court to decide on the unfairness of otherwise of contractual terms.

TSS will consider the fairness of such a charge (under standard consumer protection law), as any charge in excess of what is regarded as industry standard rates could be considered to be a penalty charge. TSS would encourage any caravan owners who believe that they are being forced to pay excessive commission charges to contact the TSS freephone Consumerline service on **0300 123 6262**.

#### RECOMMENDATION

1. DfE Trading Standards Service to review its Caravan Holiday Homes 'The questions you should ask' Guidance and republish to help consumers make informed choices.
2. DfE Trading Standards Service to work with the caravan industry, consumer groups and the media to raise consumer awareness on the key questions consumers should ask when buying a new or used caravan and the options for advice eg. promote Consumerline as an advice helpline for caravan owners.
3. DfE Trading Standards Service will produce Fact Sheets as a quick reference guide to:
  - Inform both consumers and site owners of the key issues for caravan owners when buying a caravan
  - Provide signposting information on the relevant pathway of recourse should difficulties arise.

The **Sale of Caravan and % commission charged** will be included within that Fact Sheet.

## 5. Gift of Caravan

### Extract of comments received

#### Caravan Owners

"Not allowed anymore."

"Not allowed to gift even to family member."

"You can only gift to immediate family and have to bring photographic ID and birth certificates."

"We can no longer gift from 2020 if the van is 12 years old."

"If you gift your caravan it has to be with site owner's permission and pay £1,000 plus £500 extra on site fees."

"We have been informed verbally by the owners that if you gift your van to a family member the charge is 20% of what the van is worth. This is not stated in the contract but is common knowledge. The problem is what you think the van is worth and what the owner thinks the van is worth. If you sell the site owner your van you receive a very low price if you buy the van."

#### Site Owners' Comments

"Gifting – This is sometimes used to avoid paying the commission to the park for what is essentially a sale but is called a gift. We only allow gifting to sons or daughters which we believe is fair."

"Caravans may be gifted to family members for no charge otherwise it is treated as a sale and the fee would apply even if the caravan is being given away."

"Caravan owners have the right to gift the caravan to a chosen family member subject to approval of that family member."

"No issues as long as the person being gifted is one of the qualifying people in the license agreement."

### Departmental Response

A review of the holiday caravan owners' replies to the survey indicated a small number of issues relating to park owners preventing caravan gifting; to restricting the gifting of older caravans; permitting gifting to family members only; and the fees charged to facilitate the gifting process.

A review of the responses from holiday caravan park owners identified no specific issues with gifting, with many park owners confirming gifting was permitted in line with those issues identified by the caravan owners, i.e., gifting to family members and restrictions around age of the caravan. Additionally, the survey indicated that since 2017, only one complaint had been made to a park owner, no further details were provided as to the nature, background, or outcome of this contact.

DfE Trading Standards Service reminds holiday caravan owners to check their Licence Agreement for their park owner's rules regarding gifting.

### RECOMMENDATION

1. DfE Trading Standards Service to review its Caravan Holiday Homes 'The questions you should ask' Guidance and republish to help consumers make informed choices
2. DfE Trading Standards Service to work with the caravan industry, consumer groups and the media to raise consumer awareness on the key questions consumers should ask when buying a new or used caravan and the options for advice eg. promote Consumerline as an advice helpline for caravan owners.
3. DfE Trading Standards Service will produce Fact Sheets as a quick reference guide to:
  - Inform both consumers and site owners of the key issues for caravan owners when buying a caravan
  - Provide signposting information on the relevant pathway of recourse should difficulties arise.

The **Gift of a Caravan** will be included within that Fact Sheet.

## 6. Re-siting of a Caravan

### Extract of comments received

#### Caravan Owners

"Very concerned about this. Know many people who have been re-sited and told that it will be a brand new van going on their pitch. 30+ people. Some vans as young as 3 years old being re-sited."

"I was forced to move my caravan from one pitch to a less desirable pitch of my own expense. And pay for utilities etc to be re-connected. I was told it would give me a few more years on the site with my current caravan."

"During site refurbishment I was required to move off my site that was excellent and I was not allowed to return to it unless I upgraded my caravan."

"We were going to be moved to a smaller pitch without views and were renters partied and disturbed their neighbours."

"Charged £600 and put outside the gate."

"£1,200 to re-site your van."

"£1k to re-site or to take caravan to gate."

#### Site Owners' Comments

"Moving pitch – "I don't believe that this should ever happen as when people buy a caravan there is normally a premium for premium spots. If they are asked to move it should be very clear in their agreement when this can happen to them."

"No issues as any re-siting is at the caravan owners request and my charges are the lowest I am aware of."

"Clearly outlined in Agreement."

"At park owner's discretion as per contract".

"Caravans are often re-sited and this is done by consent when the park and services are being upgraded. It arises so that the current standards of the Park are kept. We strive and indeed our customers are acquiring a lifestyle at a prime location at the sea and expect a well maintained landscaped park, with an expectation of not only sustained but betterment and improvement of the park and services for the benefit and enjoyment of all caravan owners."

#### Departmental Response

A review of the holiday caravan owners' survey replies indicated some issues relating to park owners preventing caravan owners re-siting, to forced re-siting and charges for re-siting.

A review of holiday caravan park owners' responses was completed, and no specific issues were identified in relation to re-siting, with responses indicating good communication with caravan owners in relation to any re-siting needs/requests.

Caravan owners should note that although they own their caravan, they do not own the land on which it is pitched.

DfE Trading Standards Service (TSS) advises holiday caravan owners to check their Agreement for details of rules regarding the re-siting of caravans.

TSS reminds park owners that they should provide a detailed explanation of their charges for the re-siting of caravans, where the caravan owner has requested this. Charges must be reasonable and based on the time spent and the work done.

TSS recognises that occasionally a park owner may need to re-site a caravan for maintenance or development purposes on the park. In such circumstances this re-siting should be completed at no cost to the caravan owner. However, once the work is completed, it is reasonable for the occupier to expect that their caravan will be returned to the original pitch, or an alternative pitch of similar standard, at no extra cost to the caravan owner.

Additionally, should there be a requirement for a caravan that is located on a prime pitch to be re-sited, the re-siting should be completed at no cost to the caravan owner.

## RECOMMENDATION

1. DfE Trading Standards Service to review its Caravan Holiday Homes 'The questions you should ask' Guidance and republish to help consumers make informed choices
2. DfE Trading Standards Service to work with the caravan industry, consumer groups and the media to raise consumer awareness on the key questions consumers should ask when buying a new or used caravan and the options for advice eg. promote Consumerline as an advice helpline for caravan owners.
3. DfE Trading Standards Service will produce Fact Sheets as a quick reference guide to:
  - Inform both consumers and site owners of the key issues for caravan owners when buying a caravan
  - Provide signposting information on the relevant pathway of recourse should difficulties arise.The **Re-siting of a Caravan** will be included within that Fact Sheet.

## 7. Upgrading of Caravan

### Extract of comments received

#### Caravan Owners

"Need to upgrade – reason = I am on a prime site and the owner wants that particular part of the site to look more modern. Will cost £20k to upgrade."

"21 years old – reason after some time they need to refresh the stock on site and some caravans begin to look dated. This was nothing more than demand from people to buy a caravan during the pandemic. Cheapest to buy £40k."

"Both 76. Area where van is being upgraded if I want to keep site have to buy new one £35k and decking £8-10k. At our age shouldn't have to do this."

"Van must be upgraded or removed when reaches the age of 15 as bought privately. 25 years if bought direct from site owners."

Clause in Contract: "To enable standards on the park to be maintained it is our expectation that if the caravan has been on the park for 10 years then you will be asked by us to upgrade it. We would expect to contact you shortly before any such 10 year anniversary to discuss the upgrading options available to you."

"We never sat down to a contract to read before signing. All was verbal agreements. Given a handbook after we moved in and that mentioned expected to renew in 10 years. Questioned this told verbally very minimum 15 up to 20. That was in the book to allow them to move people on if they were disruptive to other families, etc."

"I was told when I purchased the caravan that I would have to upgrade after 7 years (so they were upfront about this)."

"There is always a subliminal threat from site owners that they will remove you at any time if they decide you need to upgrade. There appears to be no consistent approach to upgrade tenure – just whenever the respective owner feels like it."

#### Site Owners' Comments

Upgrading – "This is a very important part of the caravan park industry business model. The rules should be very clear in their agreement as to when and how this happens. When parks do not have this in their licenses they tend to regress in their aesthetic look and slowly become an eyesore to the community. There is also a Health & Safety issue with caravans not like homes they need to be changed after a reasonable time period. This needs to become a legal obligation for park owners to have in site license so that tenants have a clear understanding of what they are signing up to."

"Outlined in Agreement how many years customers get on the park with a second hand and new caravan before they would be asked to upgrade."

"I have no age limit on caravans so long as it is in a reasonable condition it can stay on site. The majority of caravans are over 20 years old with some over 30."

"Although I do not have an age limit on caravans I know a lot of sites do and I do not have an issue with it. However this should be made clear to customers when moving on to a site so they have the option of going elsewhere."

"The caravans sited on our Park are not manufactured as permanent or residential units. The number of years you can keep your caravan on park for is determined on how long it is assessed to remain safe and in good condition."

"The static caravan itself has a shelf life, a natural lifespan, and any extension and provision must be made on the basis of a H&S concern arising out of the physical condition of these caravans. You have to consider the chassis of the caravan are only guaranteed for 10 years, the floors are also made of chipboard, we are a coastal location with constant erosion and often inclement weather which affects the condition and longevity of the static caravan. The caravans sited on our Park are not manufactured as permanent or residential units. The number of years you can keep your caravan on park for is determined on how long it is assessed to remain safe and in good condition."

"When required if the van is a H&S risk to owner/or site maintenance risk, i.e accessing services."

"No-one wants to buy a caravan on a rundown park full of old caravans, no more than living in a private development looking bad."

"Small family run site – not required to upgrade. Some caravans are over 30 years old."

### Departmental Response

Analysis of the responses from holiday caravan owners to this issue indicated that it has the potential to cause significant detriment to consumers, in that the costs to upgrade are prohibitive to many.

The Caravans Act (NI) 2011 requires that the park owner provide the caravan owner with a Licence Agreement, which should clearly indicate if there is a requirement to upgrade during the lifetime of the Agreement, and if so, the stipulations relating to the upgrade requirements, for example, any specific age restrictions on the site.

There appears to be a wide variation among park owners regarding upgrade policy requirements throughout Northern Ireland holiday parks, this is a commercial decision, which DfE Trading Standards Service (TSS) does not have the scope to intervene on.

In response to the consultation, several park owners raised health and safety concerns regarding upgrading and indicated there is a 'shelf-life' for holiday caravans. TSS officials have visited holiday caravan parks and observed the condition of some caravans, in particular those with close proximity to the coast which were in a similar condition to those shown in Appendix D.

It was noted that some caravan owners suggested implementing fitness checks on caravans.

TSS advise that it is important that prospective holiday caravan purchasers are aware of the age of the caravan that they are intending to purchase from the outset, as any deliberate age mis-description could indicate a potential breach of Consumer Protection Regulations (CPRs).

Holiday caravan owners should consider any purchase carefully and should shop around, as there is a wide variation in upgrade policy requirements for individual parks.

TSS reminds holiday caravan owners that if they are on a 12 month Licence Agreement, in advance of purchasing, they should obtain in writing from the park owner details of any upgrade policy, to include the trigger age by which the caravan upgrade policy will be implemented.

### RECOMMENDATION

1. DfE Trading Standards Service to review its Caravan Holiday Homes 'The questions you should ask' Guidance and republish to help consumers make informed choices
2. DfE Trading Standards Service to work with the caravan industry, consumer groups and the media to raise consumer awareness on the key questions consumers should ask when buying a new or used caravan and the options for advice eg. promote Consumerline as an advice helpline for caravan owners.
3. DfE Trading Standards Service will produce Fact Sheets as a quick reference guide to:
  - Inform both consumers and site owners of the key issues for caravan owners when buying a caravan
  - Provide signposting information on the relevant pathway of recourse should difficulties arise.

**Upgrading of Caravan** will be included within that Fact Sheet.

## 8. Right of quiet enjoyment

### Extract of comments received

#### Caravan Owners

"Our site owners had applied to Council to put more vans behind us and were refused. They now put motor homes and tourers there all year long with no proper distance apart. Very intrusive."

"Threatened twice with eviction. Verbally abused because not happy with 24/7 security being stopped and gates no longer locked."

"Ongoing anti-social behaviour ranging from switching electricity off, egging caravan, excess noise beyond midnight. Rule in agreement that children under 15 are not allowed unaccompanied on site after 11pm – not enforced and they are the ones doing anti-social behaviour. Caravan 20 meters from CCTV – didn't check footage – forgot! They enforce the rules that suit them not the rules that suit us."

"No problems good owners at xxxxxxx Holiday Park. Family run and very approachable."

"Contract says silence policy after 11pm but not enforced."

"No harassment at all."

"Owners will take complaints serious should other owners have loud parties, and annoy the peace of the site."

"I've always felt as though big brother was watching me and trying to control our every enjoyment by breaking up BBQs with friends when we were quietly going about our business."

"As per site rules. Site is well run in this regard."

#### Site Owners' Comments

"Quiet enjoyment – No loud Noises after 10pm in our license."

"The only issue is with noise from kids playing in groups but who constantly move about the site or the occasional ball hitting a caravan near the main free play area."

"Outlined in the rules to ensure everyone enjoys their time on the park."

"Statutory noise pollution regulations must be adhered to 11pm to 7am for the enjoyment of all."

#### Departmental Response

An examination of the survey responses indicated holiday caravan owners concerns around:

- Problems on site relating to anti-social behaviour;
- Lessening of on-site security provision; and
- Perceived threats of eviction.

An examination of the responses received from holiday caravan park owners reported no specific issues, with park owners highlighting that caravan owners adhere to the Park Rules, which includes rules around disturbance and loud noises.

DfE Trading Standards Service (TSS) recommends that prospective holiday caravan owners check parks in their preferred area and be aware that the purchase of a caravan, and where it will be sited on the park, is usually all part of the one deal. Purchasing the caravan on a holiday caravan park allows the owner to use the caravan in accordance with the written Agreement and park rules. Prospective and existing caravan owners should carefully read the content of the Agreement and rules for their chosen holiday park. Prospective purchasers, in advance of purchase, are encouraged to engage fully with the park owner to ascertain park rules for the selected site.

Additionally, existing holiday caravan owners can consider forming a qualifying association for their holiday park (subject to conditions). The association can consult with the park owner on matters relating to the operation, management, and any improvements, which may directly or indirectly, affect the caravan owners on that site. TSS is committed to work with park owners to raise awareness regarding the scope of qualifying associations.



## RECOMMENDATION

1. DfE Trading Standards Service to review its Caravan Holiday Homes 'The questions you should ask' Guidance and republish to help consumers make informed choices
2. DfE Trading Standards Service to work with the caravan industry, consumer groups and the media to raise consumer awareness on the key questions consumers should ask when buying a new or used caravan and the options for advice eg. promote Consumerline as an advice helpline for caravan owners.
3. DfE Trading Standards Service will produce Fact Sheets as a quick reference guide to:
  - Inform both consumers and site owners of the key issues for caravan owners when buying a caravan
  - Provide signposting information on the relevant pathway of recourse should difficulties arise.

**Right of quiet enjoyment** will be included within that Fact Sheet.

## 9. Right of Entry to the Site

### Extract of comments received

No issues recorded in respect of this provision.

### Departmental Response

An analysis of the responses received from holiday caravan owners indicates that park owners usually retain keys to access owners' caravans for emergency, and pre-arranged maintenance purposes.

Most holiday caravan owner responses to the survey, indicated an acceptance of the park owner key-holding process for emergency and maintenance circumstances. A small number of caravan owners reported dissatisfaction with their holiday park's site entry requirements, these related to owner concerns around privacy issues for their caravan, general site access and access restrictions for 'non-park owner' approved tradespeople.

An examination of the comments submitted by holiday caravan park owners indicated no issues were raised by caravan owners and all park owners stated that since 2017, there had been zero complaints received on this matter.

## RECOMMENDATION

1. DfE Trading Standards Service to review its Caravan Holiday Homes 'The questions you should ask' Guidance and republish to help consumers make informed choices
2. DfE Trading Standards Service to work with the caravan industry, consumer groups and the media to raise consumer awareness on the key questions consumers should ask when buying a new or used caravan and the options for advice eg. promote Consumerline as an advice helpline for caravan owners.
3. DfE Trading Standards Service will produce Fact Sheets as a quick reference guide to:
  - Inform both consumers and site owners of the key issues for caravan owners when buying a caravan
  - Provide signposting information on the relevant pathway of recourse should difficulties arise.

**Right of Entry to the site** will be included within that Fact Sheet.

## 10. Pitch Fees & method to calculate

### Extract of comments received

#### Caravan Owners

“Queried pitch fee answer received = “It is important to understand that your pitch fee is individual to you. It relates to the caravan and the pitch described on the current Pitch Licence Agreement between you and us. The pitch fee composition is commercially sensitive information relating to the operating costs of our business. There is no obligation on either yourself or ourselves to enter into a Pitch Licence Agreement but only you can determine whether or not you wish to enter into the agreement and pay the pitch fee.”

“My pitch fees were increased 20% apparently because of a new barrier and road into the caravan park.”

“They should go up with a price index excepting written explanations in case of upgrades to Park and that would go through the Association and a vote taken on the proposals.”

“Costs of renovations/additional work to add new sites or generate new business should not be factored into rises for existing customers, we are not investing in the site, just renting a plot.”

“My caravan site has nothing only a shop that’s open summer months only. We don’t have any facilities on site so what are we paying nearly £3k a year for?”

“Site owners need to be a bit more open.” “There should be a legal right to have an itemised breakdown of the yearly bill.”

#### Site Owners’ Comments

“I calculate pitch fees annually between 0-7% dependent on inflation and notable cost increases.”

“Increases need to factor in rates, bins, water and electric costs – 15% not enough to cover costs and upkeep of site facilities.”

“Notify pitch fee increase annually by letter every year.”

“Pitch Fees given in writing 3 months in advance as per license agreement.”

“Issues with local District Council – rates have doubled, bin collection prices increased.”

“Pitch Fees = Inflation and improvement costs.”

“Take a look at what are increasing costs to our business and try to increase fees to cover these costs. Refuse collection, electric costs, staff wages, fuel costs, increasing costs from suppliers, maintenance costs. Rates increases which is very difficult as pitch fees are normally calculated before rates bill comes in.”

“Never received any complaints, our fees are fair and always in line with inflation/Council parks.”

“Pitch fees are calculated based on a variety of factors which include inflation, council rates, waste disposal charges, capital expenditure, market demand.”

“We wouldn’t have a business if we randomly increased fees beyond what is reasonable. All increases can be justified and demand, inflation and running costs dictate any increase.”

“We would like to emphasise that NI has the lowest pitch fees in the UK whilst offering bespoke high end leisure facilities to our occupants in a prime location. We want that to continue and feel that to continue to offer our customers the correct and fair fee it is essential to understand that the pitch fees alone do not cover the day to day running and maintaining of the holiday park. All park owners face ever increasing costs from Labour, Vehicles, Machinery to Waste Management. Now more than ever caravan sites are an essential part of the holiday industry.”

“The reason that we sustained so many complaints in one season were all related to one specific and unusual set of events in regard to the increase in site fees which has arisen out of a very particular set of facts from the Covid crisis. In the pandemic as a goodwill gesture and whilst we were not legally or contractually obliged and unlike other park owners we severely reduced the annual fee licence, we reduced the site fee by the VAT reduction the Government granted the leisure industry together with the reduction in rate. Both of these financial packages were meant for the benefit of the business owners to assist in the crisis, who suffered a reduction of turnover like most other business models. We gifted this windfall to our park occupants resulting in a distortion on licence fees. Once the obligation to pay the standard rates and VAT was reinstated by the Government, we quite rightly amended that year’s licence fee payable by our occupants.”

### Departmental Response

From the responses provided and the complaints received by DfE Trading Standards Service (TSS), TSS can identify no breaches of consumer protection legislation regarding pitch fee increases.

Over the past 12 months TSS has received complaints from consumers concerned about what they deem to be excessive increases on pitch fees. It was noted that these complainants were all on 12 month Licence Agreements. Where consumers are on longer licences, the Agreement should stipulate the methodology used to calculate annual pitch fee increases. For those on a 12 month Licence, at the beginning of each season, these caravan owners are effectively entering into a fresh contract with the park owner. There is no obligation on either the park owner or the caravan owner to enter into a new contract.

Pitch fees tend to increase from year to year. Factors like inflation, district and regional rates and the cost of any improvements the park owner chooses to make would normally be the main contributors to increased pitch fees. Although caravan owners cannot expect a guarantee as to the exact amount of future increases, the park owner should be able to outline the factors he uses to determine the annual pitch fee increase these should be set out in the Agreement.

TSS advises that any prospective caravan owner engage with the park owner before purchase, to ascertain the anticipated methodology applied to pitch fee increases and, if possible, to obtain this information in writing.

### RECOMMENDATION

1. DfE Trading Standards Service to review its Caravan Holiday Homes 'The questions you should ask' Guidance and republish to help consumers make informed choices
2. DfE Trading Standards Service to work with the caravan industry, consumer groups and the media to raise consumer awareness on the key questions consumers should ask when buying a new or used caravan and the options for advice eg. promote Consumerline as an advice helpline for caravan owners.
3. DfE Trading Standards Service will produce Fact Sheets as a quick reference guide to:
  - Inform both consumers and site owners of the key issues for caravan owners when buying a caravan
  - Provide signposting information on the relevant pathway of recourse should difficulties arise.

**Pitch Fees & method to calculate** will be included within that Fact Sheet.

## 11. Caravan Owner Obligations as Occupiers

### Extract of comments received

#### Caravan Owners

"We are told our obligations by site owner."

"Keep caravan neat and well maintained. Grass must be cut and caravan secure when not on site during winter months. Water system drained etc."

"The site will not tolerate drugs, abuse to each other, speeding on park. Keep caravans in a safe order."

"I understand my obligations to keep my bills up to date, my van, deck and surrounding area clean and tidy and in good repair."

"These were discussed and agreed at pre-purchase to ensure informed purchase and adherence to 2015 Consumer Rights Act. Signed off to prove owner in receipt of all relevant info and made an informed choice at time of purchase."

"To pay site fees on time. To keep caravan in good order. Caravan must be insured (through company named by site owner). All work on decking must be carried out by workers approved by site owner. Any work electrical, plumbing etc must be done by tradesmen approved by site owner. Keep all park rules as issued by site owner."

"I am charged more for not using park owner's insurance – no resolution."

#### Site Owners' Comments

"To comply with the terms of the Licence Agreement and Park rules both for harmony on the Park and enjoyment of the occupier and his neighbour."

"Clearly set out in the Agreement and the Council license conditions which are on display on a noticeboard as required by the Council."

### Departmental Response

The majority of holiday caravan owner responses indicated that respondents were aware of their obligations, and no specific issues were identified in relation to problems adhering to these.

Park owners advised that the terms outlined in the Licence Agreements and Park Rules are created to ensure that the Parks operate effectively and everyone is able to enjoy a harmonious atmosphere.

DfE Trading Standards Service (TSS) reminds caravan owners that they are expected to observe park rules and comply with the obligations, as stipulated within their Licence Agreement, it is recognised that the majority of rules are designed to ensure good order and good neighbourliness.

### RECOMMENDATION

1. DfE Trading Standards Service to review its Caravan Holiday Homes 'The questions you should ask' Guidance and republish to help consumers make informed choices
2. DfE Trading Standards Service to work with the caravan industry, consumer groups and the media to raise consumer awareness on the key questions consumers should ask when buying a new or used caravan and the options for advice eg. promote Consumerline as an advice helpline for caravan owners.
3. DfE Trading Standards Service will produce Fact Sheets as a quick reference guide to:
  - Inform both consumers and site owners of the key issues for caravan owners when buying a caravan
  - Provide signposting information on the relevant pathway of recourse should difficulties arise.

**Caravan Owner Obligations as Occupiers** will be included within that Fact Sheet.

## 12. Site Owners' obligations – provision of services, etc

### Extract of comments received

#### Caravan Owners

"They have monopoly on who puts decking down at extortionate prices. No option to get your own tradesman. They have a monopoly on gas purchases which also results in about £30 mark up per bottle."

"Aren't given a breakdown of utility costs only show units used but no further information so we aren't aware of the actual cost to the site owner."

"Had maintenance issues with fences, grass cutting and lighting not being fixed about site."

"Up until 4 years ago we were 'allowed' to employ outside professional tradesmen to service boilers/replace boilers now we have to use site designated tradesmen who will not set foot in your van before we pay a £60 call out charge. Same goes for all other trades including joiners for decking."

"Choice of providers or site owners price match with comparable quality of workmanship on all maintenance services."

"Our site is in immaculate condition and the owners should be very proud of their all year round work and continual improvements."

"Very slow in fixing any part of site."

"All services must be through the park and this does not allow for open competition and consumer choice. Prices for services are extreme and above what the open market would be".

"Insurance policy can only be raised with the site owner, this seems very odd and unfair. Also repairs have to be carried out through site owner, even to have the caravan washed you need to contact site office."

"Have to bring our rubbish home as site owner will not pay for bins to be emptied."

"Gas and electricity. One price for each is provided but a breakdown of unit or unit price is not included. On request the site owner could not tell me an exact unit price as they said they pay different prices throughout the year and take an average which seems strange."

"Utility bills – the price per unit can range from 16.6p to 38p per unit. I am aware that site owners can't recharge more than is paid, but I have frequently queried this and not received a satisfactory answer. Site manager told me this year that even though it's a holiday park its run as a commercial venture and therefore any supply of electricity will not follow domestic rates but business rates. I think this utility matter needs to be clarified as it is frequently more expensive than at home."

"With modern sites now offering piped gas there needs to be price protection of the amounts that can be billed by site owners for gas similar to how electric bills are currently regulated."

#### Site Owners' Comments

"No recent issues, although the local Council have made me move the gas bottle storage 3 times to an agreed area and then made me move it again a few years later."

"Manager on site ensures park is kept in good condition. Workers attend to upkeep of the caravan park."

"We sometimes have issues with people wanting to build their own decking to their caravan rather than getting us to build them. In the past I have allowed people to build decking but because of the issues below we no longer allow this:

- Build the decking bigger than agreed causing it not to meet fire regulations.
- Build steps and ramps that are not to building standards.
- Only half finish it and have to be chased for months to complete it.
- Use inferior materials that look very cheap and handmade.
- Dig concrete posts into my ground.
- Screw the deck to the side panel of the caravan."

“The other thing we have issues with is metal storage boxes. Again we now insist that these are purchased through us. The reasons for this are:

- Plastic sheds are okay for a year or two but when they start to fail the sections of them blow around the site in the winter causing considerable damage.
- People sometimes build a metal shed at home and bring it down. These look so homemade and silly on site but its very hard to tell the customer this.
- People end up putting up structures that are much too big for the site.
- People do not secure sheds properly and they blow away in the winter.
- Cheaper metal sheds again look good for a couple of years and then start to rust.”

“We will provide and maintain and keep in good state of repair all landscaping, roads, street lighting etc to include all caravan sites. No issue has ever arisen in this regard as our Park is on a prime holiday location and we pride ourselves on standards maintained.”

### Departmental Response

A small number of holiday caravan owner respondents raised concerns around the park/site owner’s obligations relating to improvements to their caravans, which prevented caravan owners from employing alternative contractors, which it was felt reduced their capability to undertake improvement work at a more competitive price.

Park owners identified no issues with their obligations, many emphasised that they seek to ensure that their site is appropriately managed and protected for the enjoyment and safety of all.

DfE Trading Standards Service (TSS) will work with the caravan industry to review existing practices with regard to park owner obligations.

However, TSS advises that any park owner who tries to compel a caravan owner to comply with an express term, not included in their Licence Agreement (as required by the Caravans Act (NI) 2011) may be committing a criminal offence under existing consumer rights legislation; both parties are reminded to consider the full rights and obligations outlined within the Licence Agreement.

Further guidance is available for caravan and park owners from the TSS Consumerline service on 0300 123 6262.

### RECOMMENDATION

1. DfE Trading Standards Service to review its Caravan Holiday Homes ‘The questions you should ask’ Guidance and republish to help consumers make informed choices
2. DfE Trading Standards Service to work with the caravan industry, consumer groups and the media to raise consumer awareness on the key questions consumers should ask when buying a new or used caravan and the options for advice eg. promote Consumerline as an advice helpline for caravan owners.
3. DfE Trading Standards Service will produce Fact Sheets as a quick reference guide to:=
  - Inform both consumers and site owners of the key issues for caravan owners when buying a caravan
  - Provide signposting information on the relevant pathway of recourse should difficulties arise.

**Site Owners’ obligations – provision of services, etc** will be included within that Fact Sheet.

4. DfE Trading Standards Service to work to help raise standards in the caravan sector, where appropriate, by reviewing complaints/reports made to Consumerline and gathering other intelligence, engaging closely with consumer groups, trade bodies and the caravan industry to identify good and poor practice and take enforcement action, if necessary, eg. Review compliance with Part 2 of the Act and consumer protection legislation.

### 13. Provision of Site Owner's Name and Address for Legal Purposes

#### Extract of comments received

##### Caravan Owners

"We have his business address."

"Send legal documentation to site office."

"There have been multiple changes to site owners since we came to the site and we are not informed of these in any way either in writing or verbally by the site manager. We really don't know who owns the site now."

##### Site Owners' Comments

"I don't believe the site owners name and address should be given to all residents if they don't wish for it to be, but I do believe there should be a registered office for all official correspondence."

#### Departmental Response

Part 2 of the Caravans Act (NI) 2011, contains provision under Particulars of Agreement section 8(1)(a), whereby the park owner must give the proposed occupier a written statement which specifies the name and addresses of the parties.

An examination of the responses to the survey indicated that some holiday caravan occupiers were unaware of the full name and address details of their park owner. Additionally, one respondent stated that there had been multiple changes of park owners on site, and these changes are never communicated.

An examination of holiday caravan park owner responses on this topic indicated that they had received no complaints from owners in relation to the park owner's name and address details. However, one park owner did state that they felt it inappropriate to provide private address information and instead preferred a registered address for official correspondence.

Park owners have an obligation to comply with business names legislation, which includes requirements on owner transparency on letter-headed paperwork and websites. DfE Trading Standards Service (TSS) recommends holiday caravan owners review the contents of their Agreement to ensure that it includes relevant name and address details for the parties involved.

#### RECOMMENDATION

1. DfE Trading Standards Service to review its Caravan Holiday Homes 'The questions you should ask' Guidance and republish to help consumers make informed choices
2. DfE Trading Standards Service to work with the caravan industry, consumer groups and the media to raise consumer awareness on the key questions consumers should ask when buying a new or used caravan and the options for advice eg. promote Consumerline as an advice helpline for caravan owners.
3. DfE Trading Standards Service will produce Fact Sheets as a quick reference guide to:
  - Inform both consumers and site owners of the key issues for caravan owners when buying a caravan
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**Provision of Site Owner's Name and Address for Legal Purposes** will be included within that Fact Sheet.

## 14. Qualifying Occupiers' Association

### Extract of comments received

#### Caravan Owners

- "A couple of owners talked about it but were subsequently asked to upgrade or leave."
- "No Association allowed, would be resistance. Don't care what the issues are, very money driven."
- "Refuse to recognise Association Committee. "It's my site I'll do what I want.""
- "Attempted last year and person in question served with a solicitor's letter and told to stop any such Association."
- "Advised by MLAs that this is the best way forward – still won't recognise"
- "Our park has refused to recognise our caravan association so we are now having to employ solicitors to have the court force our site owners to recognise and communicate with our Association."
- "People are afraid of joining one due to being subject to yearly license agreements."

#### Site Owners' Comments

"We don't have one however we don't agree with them as a concept as currently defined. We prefer to operate a one on one relationship with each caravan owner, to better understand their individual needs and wants. The problem with these type of bodies is that certain types of people use them to further their own self- serving agenda and the individuals are oftentimes pressurised to go along with group think. The right way is to have a government body of enforcement set up to allow any individual person with a problem to contact. We believe this would be a fairer and more professional mediator than a person with no experience or skills running a residents association."

## What the legislation states

### Relevant extract from Caravans Act (NI) 2011

#### Part 2 – Agreement for other occupiers of caravan sites

Implied terms as to consultation with occupiers' association

- 9—(1) In any seasonal agreement there shall be implied the terms set out in subsections (3) and (4) (read with subsections (5) and (6)); and this subsection shall have effect notwithstanding any express term of the agreement.
- (2) If the owner fails to comply with those terms, the occupier may apply to the court for an order requiring the owner to comply with those terms.
- (3) The owner shall consult a qualifying occupiers' association, if there is one, about all matters which relate to the operation and management of, or improvements to, the caravan site which may affect the occupiers either directly or indirectly.
- (4) For the purposes of consultation the owner shall give the association at least 28 days' notice in writing of the matters referred to in subsection (3) which—
- a) describes the matters and how they may affect the occupiers either directly or indirectly in the long and short term; and
  - b) states when and where the association can make representations about the matters.
- (5) For the purposes of subsection (3) an association is a qualifying occupiers' association in relation to a caravan site if—
- a) it is an association representing the occupiers of caravans on that site;
  - b) at least 50% of the occupiers of the caravans on that site are members of the association;
  - c) it is independent from the owner, who together with any agent or employee of the owner is excluded from membership;
  - d) subject to paragraph (c), membership is open to all occupiers who own a caravan on that site;
  - e) it maintains a list of members which is open to public inspection together with the rules and constitution of the association;
  - f) it has a chairman, secretary and treasurer who are elected by and from among the members;
  - g) with the exception of administrative decisions taken by the chairman, secretary and treasurer acting in their official capacities, decisions are taken by voting and there is only one vote for each caravan;



h) the owner has acknowledged in writing to the secretary that the association is a qualifying occupiers' association or, in default of this, the court has so ordered.

(6) When calculating the percentage of occupiers for the purpose of subsection (5)(b), each caravan shall be taken to have only one occupier and, in the event of there being more than one occupier of a caravan, its occupier is to be taken to be the occupier whose name first appears on the agreement.

### Departmental Response

The Caravans Act (NI) 2011 (the Act) includes a mechanism for caravan owners to form themselves into occupiers' associations. If an occupiers' association is formed on a park, the park owner is required (subject to certain conditions) to consult with the association about all matters which relate to the operation and management of the park, or any improvements to the park, which may affect the occupiers directly or indirectly. Should the occupiers' association not be recognised by the park owner, the association may apply to a court to obtain recognition.

### RECOMMENDATION

1. DfE Trading Standards Service to review its Caravan Holiday Homes 'The questions you should ask' Guidance and republish to help consumers make informed choices
2. DfE Trading Standards Service to work with the caravan industry, consumer groups and the media to raise consumer awareness on the key questions consumers should ask when buying a new or used caravan and the options for advice eg. promote Consumerline as an advice helpline for caravan owners.
3. DfE Trading Standards Service will produce Fact Sheets as a quick reference guide to:
  - Inform both consumers and site owners of the key issues for caravan owners when buying a caravan
  - Provide signposting information on the relevant pathway of recourse should difficulties arise.

**Qualifying Occupiers' Association** be included within that Fact Sheet.

## 15. Does site have a complaints process, if so is it effective?

### Extract of comments received

#### Caravan Owners

“Not aware of any formal complaints procedure. Feel I could discuss any issues with the owners and have them resolved informally.”

“No formal complaints procedure, but I have raised issues by e-mail which they refuse to respond to. Are only prepared to meet in person to discuss any issues which results in no formal paper trail and denial.”

“No procedure as such. Notified owner of noise disturbance he sorted it and resolved instantly.”

“Any concerns have been dealt with promptly and effectively.”

“Only process is use of arbitrator or court.”

“If you have a complaint only option is to raise with owner. If you don’t like it, leave. An independent complaints procedure is required and long overdue to make fair and transparent resolution possible without fear of reprisal.”

“Not aware of any complaints procedure in place but any concerns I have raised in the past the owners don’t want to know.”

#### Site Owners’ Comments

“I have found like I would imagine in all businesses that 95% or more of customers are amicable reasonable and give very little problems and indeed are a pleasure to deal with on a daily basis, yes there is always exceptions to this rule but you try to sort out and resolve any genuine issues as this is your job, unfortunately that does not say that you can satisfy all of the people all of the time.”

### Departmental Response

Analysis of the holiday caravan owner responses indicated that several respondents were unaware of any formal complaints process available at their caravan site. However, many respondents confirmed that they had made a complaint to the park owner but were dissatisfied with the service they received. Conversely, some respondents reported a reluctance to complain, as they were concerned about a perceived negative reaction by the park owner.

DfE Trading Standards Service (TSS) advises that prospective purchasers consider whether their chosen park is a member of a recognised industry scheme, such as:

**National Caravan Council (NCC)** – The NCC has a Consumer Code scheme designed to help raise standards across the holiday caravan sector. As the Code only applies to holiday parks that are in membership of the NCC – prospective holiday caravan purchasers may wish to review the current list online of all approved park members available at: <https://www.thencc.org.uk>

**British Holiday & Home Parks Association (BH&HPA)** - BH&HPA membership is appropriate for establishments providing holiday caravans, chalets, park homes, tenting, touring and glamping pitches and all forms of self-catering accommodation in the park setting. The BH&HPA’s strategy is to provide services tailored to the needs of the industry.

### RECOMMENDATION

1. DfE Trading Standards Service to work to help raise standards in the caravan sector, where appropriate, by reviewing complaints/reports made to Consumerline and gathering other intelligence, engaging closely with consumer groups, trade bodies and the caravan industry to identify good and poor practice and take enforcement action, if necessary. eg. Review compliance with Part 2 of the Act and consumer protection legislation.
2. DfE Trading Standards Service to work with the Caravan Trade Associations to help promote awareness among consumers of the benefits of a choosing a caravan park that adheres to the industry best practice and upholds minimum standards.

## 16. Concerns that have been put to Association or the Courts

### Extract of comments received

#### Caravan Owners

“Just set up an Association – examining options may start legal proceedings.”

“Association just recently formed what I believe to be the first and only Association in NI.”

“In process of going through courts to have site owners recognise our Association. Massive fee increase this year.”

“Association too weak.”

“Blind bidding on vacant pitches. Council claimed they had consultation with caravan occupiers – they did not. Association told it has been implemented.”

“Had to take the site owners to Small Claims Court. Bought a caravan of them and the boiler was broke and they wouldn’t replace it. They made life a misery.”

#### Site Owners’ Comments

(NOTE: Not applicable to Site Owners so no comments – only explored in the context of holiday caravan owner/occupiers).

#### Departmental Response

Most of the holiday caravan owner responses related to contractual disputes and concerns raised around fee charges, specifically increases and transparency of fee calculations. However, several respondents also advised that their respective park owner had refused to engage and/or recognise the Association and the residents had commenced court action.

DfE Trading Standards Service (TSS) advises that holiday caravan owners can form themselves into ‘qualifying occupiers’ associations’ and the park owner is required (subject to certain conditions) to consult with the association about matters relating to the operation and management of the park, or to any improvements to the park, which may affect the caravan owners either directly or indirectly. However, it should be noted that the requirement to ‘consult’ with a qualifying occupiers’ association does not extend to the issue of pitch fee increases as the courts have determined that pitch fees are a matter for individual negotiation rather than collective negotiation. Additionally, existing holiday caravan owners are advised to review the implied terms of their Licence Agreement under section 9 (1) of the Act dealing with Occupiers’ Associations

#### RECOMMENDATION

No change recommended.

## 17. Additional Comments coming forward

### Extract of comments received

#### Caravan Owners

"People spend a considerable amount of money buying their caravan then paying site fees and become very attached to them and the community there. For any ruthless caravan owners in NI the law is open to abuse. Some of the stories we came across are shocking and people have contacted Trading Standards but to no avail. If a caravan park owner is prepared to be ruthless, there is nothing in law to protect the caravan owners."

"The fear of being put off site is really strong on all sites. Owners hold it over you. Caravans are a large financial commitment something the site owners forget once you've handed over the money to purchase."

"We just want fair and legally binding contracts with site owners. Pay a fair price for our site fees that the owner makes a fair income, not extortionate prices that force people out from their holiday home."

"New pitch in 2021, decking quote = £6k move forward 8 months now £13k+. Not allowed own contractors on site even though our terms say we can with permission inc insurance."

"Need a separate body to review harassment complaints. Site owners break the Act on a daily basis but most don't know the Act well enough to enforce it. Shouldn't have to go to court to make the site owner stand over the rules that are already there. A dedicated section within the Trading Standards or a new body on standards under the Act would be great. Association should be mandatory, no longer left to choice."

"Site owner still selling caravans that are as old as the ones that have been asked to leave or upgrade. Different area of site = different rules. Some older caravans still on site while younger ones have been forced off."

"Have to use owners decking company – 3 times what others charge. New rule introduced – anyone who criticises or mentions the park on social media can be thrown off site."

"Forced upgrades are unfair and unaffordable for many."

"No flexibility or competitive pricing. I can buy gas for £98 at a petrol station, park owner charges £120."

"There needs to be a regulated approach to caravan parks that protect owners of sites and caravan owners. Any review of legislation should include this and create new mechanisms for ensuring fairness and equity across all caravan parks. Site fees need regulated as does services on the site such as getting decking installed or the buying of sheds and gas bottle cabinets. Caravan owners should be able to decide on who provides them with these services."

"We understand that site owners have businesses to run and for it to be successful they must make money. All we ask for is fairness, nothing more, nothing less. A transparent purchase procedure, security of tenure, an independent complaints system, fair valuation of caravans, being able to sell privately without having to give the owner an extortionate % of the fee, a fair gifting procedure on death or critical illness. Note site owner charging £4k to change the name on owner documents following a death or simply taking caravan off site without consultation with the bereaved family as to whether they wish to keep the caravan on often after 30+ years on site."

"Need an independent body to rule on disputes and have mandatory power."

"Site owners should not be able to enforce a charge for removal from site any higher than a fixed fee which is laid down in law."

"Site owners should not be allowed to change the lifespan of a caravan – i.e 20 years is 20 years!"

"An association would be able to negotiate on behalf of residents and should be properly recognised by site owners and not simply ignored as an inconvenience."

"Whoever signed off on the caravan act gave site owners the power they have now. Totally the reverse of what was meant to happen."

"The legislation appears weak and not advantageous to the caravan owners. It's a rotten business heavily favoured to unscrupulous site owners obsessed with making money and treating caravan owners with contempt. An example (one of many) my brother-in-law bought a £20k caravan from .....Caravan Park, he had it for 2 years and had to sell it for financial reasons. The site owner basically made it impossible for a private sale to occur and the caravan was sold for £8k back to site owner. The next day the caravan was back on sale for £16k. A friend last week was told he had to upgrade or move pitch, he decided to move pitch. The site owner is charging him £650 to move his caravan less than 100 yards. These site owners are taking advantage of vulnerable people who have little recourse to justice and are held over a barrel if they wish to sell their caravan. The site owners are so rotten they are actually profiteering and taking advantage of a global pandemic/travel restrictions and are putting up their site fees to exorbitant rates and forcing those with older caravans to upgrade or they will be evicted for not doing so. I'm aware there are issues with legislating in areas relating to private property but I believe there may be monopoly issues and unfair trading practices at hand here the Competition Commission should maybe look at."

"They sell a van and tell you it's year but when you go to upgrade always older so you have paid too much at the time and then they give you less when selling. There is no legal paperwork like there is for cars so they can tell you what they like and your hands are tied. A new van 2 years ago, the same van has increased by £15k daylight robbery."

"Prospective caravan buyers need to be fully informed regarding their rights or lack of at present and this should be mandatory before purchasing a caravan. The yearly license agreement needs done away with. We need the protection that is provided by Part 1 of the Act. We also need an Independent Body to assess the condition of caravans after 25 years it site owners enforce a 25 year rule (some do not). We need a form of arbitration which is affordable to all. It should be made mandatory that every site should have a residents association that is recognised by the site owner. As part of the site owner licence with the Council they should be made to sign up to the NCC Code of Practice."

"The 2011 Act Part 2 was ill conceived, ill considered, and inadequate. It did not provide the protection for caravanners that it was meant to do. These facts were known at the time. Ask the man who sponsored the Act. The subsequent review in 2016 must have been a rubber stamp affair. Any caravanners that I know were never consulted."

"Site owner built a new site beside our site and there was supposed to be only one entrance. He put an extra access point behind our caravan breaking planning permission. I contacted N&M Planning Council. The original plans showed the position of the new caravans and how many. He has positioned new caravans too close to old site and doubled the amount of caravans he was given permission for. There was no action by N&M Council."

#### Site Owners' Comments

"I believe if all parks provide a clear agreement as a legal obligation to their caravan owners they should be allowed, like any other business or venue, to decide how they wish to run their business in any way they see fit. Buying a caravan is like buying a car or a house, everyone should receive a site agreement, should read it clearly and if they are happy with it then sign or if they don't understand go and get advice before signing. I do believe all parks should provide this document at sale so that everyone is fully aware of all the rules and regulations that they must work to."

"I feel that the Caravan Act in its current form is fit for purpose. My caravan park has had very few disgruntled customers over its 20 years in business and intends to keep it this way. This Review needs to be mindful in not tipping the scales towards the customer as this will have a significant impact on our and other sites ability to maintain a safe and enjoyable environment for customers to enjoy a holiday. It would be beneficial if a breakdown of the complaints could be given to park owners detailing if the majority of complaints are with a particular site or sites."

"We rely and depend on repeat custom and our clients returning each year until such time the caravan no longer suits their lifestyle, often when the children grow up. The flexibility of the current system benefits all involved. This is evidenced by the fact that currently van owners are now renewing their agreements and paying the 2022-23 annual licence fee. .... the current model of the leisure Caravan Park as regulated by the current legislation is working to the customers satisfaction, particularly with the highlighted coverage of certain core issues. People trust the current system, they are told what the legislation is, what the charges are, what the rules are, know when they want, at their discretion, they can either give notice during a season or not renew a licence at no financial disadvantage. If they had enhanced tenancy rights they would have more stringent legal obligation and lack of flexibility."

"Annual inspection by the Council ensures that the site meets the licensing requirements and any shortcomings are quickly resolved. Council is very helpful and professional in its overall approach."

“– average site fee in NI is £2000 in England it averages at £5000 some as far as £8500 PA on coastal parks Example site fee / An annual site fee of £2000 in NI to park your holiday home beside a top seaside location for 365 days per year will cost the caravan owner £5.50p per day- the park owner must pay the 20% vat out of the total £2000 that they receive and pay the council rates £150 Plus, water sewage and waste charges all out of this £2000 leaving the Caravan park owner with approx. £4 per day to pay all the daily running costs of that 10 to 20x acre caravan park with 5x staff...

...However you also must remember that Caravans are on wheels and are built as portable mobile temporary structures and as such are not meant to last for life, they have no foundations and are open both around and underneath to the weather elements 24/7 365x days per year and depending on their location if sited on an inland site or a coastal site like all of our own Parks are located on the coast then they are all subject to an even shorter life span simply because of the salt air at the coast, A caravan is built on a mild steel painted chassis frame and has a certain life span guarantee from the manufacturer but all according to if it is a painted chassis or a galvanised chassis, however both will eventually rust and deteriorate and eventually it will literally fall apart....

...in other words Caravans just like me or you have a life span. The big problem is here that some owners do not appreciate this that as caravans grow older if they have not been well maintained or in most cases not maintained at all they become dangerous to work with and especially to work underneath owing to the deteriorating of the mild steel chassis as corrosion sets in and with Caravan structures now up to 43x foot long on rubber tyres and steel wheel/ rims & up to 11 ton weight – Park employees must go beneath these structures to service and to continually do routine maintenance works like - blocked sewers – water leaks – wiring issues – annual drain downs – floor repairs – plumbing / heating pipes - etc or even children to retrieve a ball etc the biggest danger comes when we must move the caravan on site and when chassis are badly corroded decayed on the oldest caravans where the chassis can be partly missing this makes thing very difficult and indeed very dangerous to move them...

...caravans are no different than road Vehicles cars /trucks / or Vans etc etc if you do not maintain them and you have no intention of changing your vehicle to a newer model and you continue to neglect to maintain them they won't last for ever and eventually they become hazardous and potentially dangerous, this is why it is a law of the land that we MOT and PSV our Vehicles annually every year, but sooner or later of course it becomes uneconomical to maintain your vehicle and caravans are no exception to this rule if you neglect them...

...The problem comes home to roost when you have to tell a caravan owner that their caravan is not fit for purpose or of a quality any longer to remain on park or simply that their caravan is too old & rough damaged & dangerous to continue to remain on Park, a lot of owners know well that you are correct but there is also a small proportion of owners that will never except that their caravan is past its reasonable intended life span...

...there is 20,000 pitches in NI & we are told circa 450 written complaints received or 2% of owners that we are told are unhappy which means that 98% of owners are happy

...It has been voiced by politicians that they would like the Holiday and Residential ACT in some way amalgamated – I would like to point out this is not what any caravan park owner signed up to on a holiday licence when they rented a plot of their land for a Caravan owner to place their caravan onto it for an agreed licence fee payment & this would be totally resisted by all caravan park owners in NI who are family owned and family grown businesses 2nd and 3rd generation as this would change their whole ownership of their own said property and even their ability to pass their lands onto their families on death unhampered by server tax implications on IHT Laws /by changing their current Trading business status

...The reason that site fees in NI have been kept so low over the years is simply that the site fees are subsidised by caravan sales as site fees in NI are a loss leader, It should be obvious that no one could run a caravan site for £4 gross income per Caravan per Day / NO ONE On any average 150 pitch caravan park you will need a minimum of four staff costing approx. £120,000 wages...

...In today's world social media as we all too well now know can be used for the good but far too often for the opposite to mislead and defame companies or individuals – it is disheartening when a few key board warriors are allowed to paddle untruths and whisk up a frenzy to the point that your staff get threatened and you have to involve the Police, what is even more disappointing is when mature elected Politicians that should know better jump on the bandwagon without as much as a phone call to the park owners to get their side of the story...

...I want to thank you for the opportunity of explaining briefly how the caravan Park business works in NI in comparison to the UK mainland – NI Holiday Parks currently offer the lowest cost family holidays possible without dispute / this is a fact, all I can do is hope that this current process does not succeed in breaking and permanently damaging a well-established well run low-cost family holidays at home here in NI which could lead to business closures which would be truly sad but very possible In my opinion should unfair legislation try to be forced on family run holiday Park business owners here in NI especially when NI already presently has the most up to date robust holiday park legislation within the UK in comparison to Scotland Wales or England holiday Park legislation ...”

## Departmental Response

Thousands of people enjoy the holiday caravan experience in Northern Ireland and the contribution the sector brings to tourism and the local economy is welcomed.

Analysis of the 537 replies to the survey (which reflected an approx. 4% contribution rate from the holiday caravan sector) indicates that a large proportion of the concerns raised are covered within the Licence Agreement, which should make clear any terms specifying the length of time the caravan owner will be permitted to keep their caravan on the park, and what will happen when that time expires.

The Caravans Act (Northern Ireland) 2011 requires park owners to give a written statement (commonly referred to as 'the Agreement' or 'Licence Agreement') to anyone renting a holiday pitch for more than 28 days.

It is not uncommon for holiday caravan contractual provisions to appear in more than one place, for example, a web page, receipt, warranty, or oral statement and these may contain rights or obligations that exist between the park owner and the caravan owner. However, it is important to note that, wherever these express terms appear within the range of contractual clauses, unless they have been included within the written statement (Agreement) required by the Caravans Act (NI) 2011, they will be legally unenforceable by the park owner.

However, should a park owner attempt to compel a caravan owner to comply with one of these terms, when the term in question was not included within the written statement (Agreement), such action may constitute a criminal offence under the existing Consumer Protection Regulations (CPRs), enforced by DfE Trading Standards Service (TSS). Holiday caravan owners should report these concerns to the TSS freephone Consumerline service on 0300 123 6262.

TSS recommends that prospective purchasers visit holiday parks in their preferred area to assess the different amenities and options each park offers to caravan owners.

Purchasing a caravan on a holiday caravan park allows the owner to use the caravan in accordance with the written contract (the Agreement/Licence Agreement) and park rules for that specific site.

Buying a holiday caravan is part of a package that includes a written agreement to site it on a pitch and buying a caravan and moving onto a pitch is a long-term commitment. Should a caravan owner decide, after only a year or two, that the caravanning experience is not for them, the caravan owner would probably lose a very significant proportion of the money originally paid.

Additionally, it is important to remember that a caravan owner does not own the land on which the caravan is pitched, should a caravan owner want to sell a caravan on its existing pitch, permission will most likely need to be obtained from the park owner.

Purchasers must ensure that all terms and conditions are agreeable to them, in advance of purchase, and it is anticipated that the following points will be incorporated in a TSS Fact Sheet for consumers to consider:

- The price of the caravans on sale on their preferred site, and the likely future resale value.
- The length of time/tenure covered by the Licence Agreement offered by the park owner.
  - TSS recommends that prospective purchasers look for a minimum of a ten-year licence on a new holiday caravan. Also, when purchasing a new caravan there should be no requirement to replace this caravan within the occupancy period stated in the Licence Agreement.
  - For pre-owned holiday caravans, the purchaser should seek the balance of the tenure period (from the date that the holiday caravan was first sold) or at least an assurance from the park owner that a 12 month Licence Agreement will be renewed at the end of each season subject, of course, to both parties adhering to their obligations under the Agreement and Park Rules.
- In addition to the outlay for purchasing the caravan, prospective purchasers should also consider further charges relating to Installation (transport, siting, connection...) and running costs (pitch fees\*, electricity and gas, rates, annual maintenance and servicing costs and insurance). \*Pitch fees will also be subject to regular increases and purchasers should consider how these increases are calculated and when they will change.
- The amenities that are available on the holiday park and nearby.
- Carefully consider the detail within the terms and conditions in the Licence Agreement. If a prospective purchaser is unhappy with a specific term and/or condition they should attempt to negotiate with the park owner and if they are unable to reach an acceptable arrangement, it is at that point the purchaser should consider whether they wish to proceed with the purchase as the written terms and conditions will constitute a legally binding contract.
- Think about where the purchased caravan will be located on the park. Does the purchaser have any personal preference, for example, a specific view (sea/mountain) or decking position.
- Check if the park owner is a member of an industry trade association and subscribes to a code of practice.

## RECOMMENDATION

1. DfE Trading Standards Service to review its Caravan Holiday Homes 'The questions you should ask' Guidance and republish to help consumers make informed choices
2. DfE Trading Standards Service to work with the caravan industry, consumer groups and the media to raise consumer awareness on the key questions consumers should ask when buying a new or used caravan and the options for advice eg. promote Consumerline as an advice helpline for caravan owners.
3. DfE Trading Standards Service will produce Fact Sheets as a quick reference guide to:
  - Inform both consumers and site owners of the key issues for caravan owners when buying a caravan
  - Provide signposting information on the relevant pathway of recourse should difficulties arise.
4. DfE Trading Standards Service to work to help raise standards in the caravan sector, where appropriate, by reviewing complaints/reports made to Consumerline and gathering other intelligence, engaging closely with consumer groups, trade bodies and the caravan industry to identify good and poor practice and take enforcement action, if necessary, eg. Review compliance with Part 2 of the Act and consumer protection legislation.
5. DfE Trading Standards Service to work with the Caravan Trade Associations to help promote awareness among consumers of the benefits of a choosing a caravan park that adheres to the industry best practice and upholds minimum standards.



## 6. Irish Traveller Sites

### Overview

- 6.1 Strategic responsibility for development of sites for use by Travellers lies with the Northern Ireland Housing Executive (NIHE) following transfer of this responsibility from district councils under the Housing (Northern Ireland) Order 2003.<sup>6</sup>

Local Councils are responsible for the determination of applications for planning approval for the improvement or redevelopment of existing Traveller sites and the provision of new sites. Councils are also responsible for the issuing of site licences under the Caravans Act 1963.

While the Northern Ireland Housing Executive (NIHE) has the strategic role in provision of accommodation for Travellers, the Department for Communities has responsibility for the policy and legislation for Traveller accommodation, which included the recent publication in October 2020, of a Design Guide for Travellers' sites in NI. This Guide will be reviewed every 5 years.

### Types of sites

- 6.2 **Serviced Sites** – are intended to provide a permanent place for members of the travelling community to station their caravan or erect timber framed sectional buildings where electricity, water and sewerage is provided and where other facilities such as communal or individual amenity units such as toilets, washing, shower facilities may be provided.

The pitches are on terms and conditions of tenancy which are similar to the Housing Executive's standard conditions of tenancy for dwelling houses subject, of course, to those modifications to reflect the differing nature of the accommodation, the existence of a pitch on site and amenities.

**Transit Sites** – are designed to meet temporary accommodation needs of Travellers to station their caravans. These are let on the basis of a licence which specifically provides for determination on notice which is less than 28 days' notice unlike the tenancy agreements under which serviced sites are let. Occupation of a transit site is governed by a licence for a maximum of three months duration.

**Emergency Halting Sites** – are similar to transit sites but occupation of an emergency halting site is on the basis of a licence for a maximum duration of 28 days.

### Current site provision

- 6.3 The NIHE currently owns 4 serviced sites, 3 transit sites and 1 emergency halting site, which collectively offer 73 pitches, for the use of Irish Travellers.

All Irish Travellers who wish to stop at any Housing Executive's Irish Traveller sites are required to sign a licence agreement which sets out all the conditions of their stay.

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<sup>6</sup> **The Housing (Northern Ireland) Order 2003** ([legislation.gov.uk](https://legislation.gov.uk))

- The service site agreements allow a person to stay permanently
- The transit site – up to 3 months
- The halting site - up to 28 days

The current agreements are to meet specific Irish Traveller need. The permanent tenancy award is to facilitate permanent (serviced) residence whereas the halting and transit site terms are to facilitate the nomadic lifestyle which some travellers may wish to enjoy.

### Legislative provisions under 2011 Act

6.4 **Part 1 of the 2011 Act** deals with the provision of security of tenure for residential occupiers who by agreement are entitled to station and occupy their caravan as their only or main residence on a protected site for a period exceeding 12 months. A protected site is one for which planning permission does not restrict the use of the site to holiday use only or prohibits caravans to be stationed for human occupation at certain times of the year. This means that the Housing Executive serviced sites fall within Part 1 of the Act. It was expressly acknowledged during the passage of the Bill that it is not intended to apply to the Housing Executive transit or emergency halting sites. Consequently, the Housing Executive developed a standard form tenancy agreement incorporating the implied terms of the agreement in accordance with the 2011 Act.

**Part 2 of the 2011 Act** may in actuality be primarily concerned with the seasonal (holiday) sector. It also covers Housing Executive “transit” sites in circumstances where the agreement entitles a period of occupation exceeding 28 days and less than 12 months. This is because Part 2 applies to agreements entitling persons to station their caravan for more than 28 days but do not fall within Part 1 (meaning that there is no entitlement on foot of the agreement to station a caravan for more than 12 months). It does not apply to the “emergency halting” sites where the agreement entitles occupation for a maximum of 28 days.

**Part 3 of the 2011 Act** deals with the protections of occupiers from eviction and harassment. It applies to all three types of sites: “serviced”, “transit” and “emergency halting” sites.

### Issues Raised

6.5 In respect of the Review the main respondent on behalf of the Irish Travellers was the NIHE. So what did the 2021 qualitative comments tell us in respect of feedback? The following is the DfC departmental response and the resulting recommendations aligned to each question posed in the online survey.

## 1. AGREEMENTS (Content and Length of Tenure by type of site)

### Departmental response:

All Irish Travellers who wish to stop at any Housing Executive's Irish Traveller sites are required to sign a licence agreement which sets out all the conditions of their stay.

No issues or complaints have been highlighted in respect of Agreements/Written Standards. However, in some cases, Irish Travellers will sign a licence agreement retrospectively as they arrived onsite without applying for a pitch from the relevant NIHE Local Office.

The serviced site agreements allow a person to stay permanently.

The transit site – up to 3 months.

The halting site - up to 28 days.

The permanent tenancy award is to facilitate permanent residence whereas the halting and transit site terms are to facilitate those Travellers who wish to live the nomadic lifestyle. It would frustrate the ability to provide site provision for travelling if the halting and transit site agreements were for a longer duration.

### RECOMMENDATION

No change recommended

## 2. TERMINATION OF THE AGREEMENT

### Departmental response:

The Housing Executive rarely receive terminations of licenses from pitch occupiers.

Only two incidents since the introduction of the Act have required legal advice on the termination of a tenancy agreement.

### RECOMMENDATION

No change recommended

## 3. RECOVERY OF OVERPAYMENTS

No issues highlighted.

### RECOMMENDATION

No change recommended

## 4. SALE OF CARAVAN AND % COMMISSION CHARGED

No issues highlighted.

### RECOMMENDATION

No change recommended

## 5. GIFT OF A CARAVAN

No issues highlighted.

### RECOMMENDATION

No change recommended

## 6. RE-SITING OF A CARAVAN

No issues highlighted.

### RECOMMENDATION

**No change recommended**

## 7. UPGRADING OF CARAVAN

No issues highlighted.

### RECOMMENDATION

**No change recommended**

## 8. RIGHT OF QUIET ENJOYMENT

### Departmental response:

Noted that, at times, friction can occur between site residents which causes disruption / cost to the management and maintenance of the site.

### RECOMMENDATION

**No change recommended**

NIHE to continue to liaise with site residents where disagreements arise in order to resolve.

## 9. SITE OWNERS RIGHT OF ENTRY

### Departmental response:

Noted that there has been a couple of instances where the Housing Executive were unable to gain access to a site to carry out maintenance work.

### RECOMMENDATION

**No change recommended**

NIHE to continue to liaise with site residents where disagreements arise over access to site in order to resolve.

## 10. PITCH FEES AND METHOD OF CALCULATION

### Departmental response:

No issues highlighted. There have been no rental increases on Housing Executive pitches since the sites were transferred to the Housing Executive from Local Councils. The Housing Executive has included a project for its 2022/23 Research Programme to establish a Rent Scheme for all its Irish Traveller pitches. This will also establish procedures which will apply before making any changes to the fee, and notification of same to the caravan Owner/Occupier.

### RECOMMENDATION

**No change recommended**

## 11. CARAVAN OWNER OBLIGATIONS AS OCCUPIERS

### Departmental response:

There are some on-going management concerns with caravan owners not meeting the obligations detailed in their agreements. DfC's view is that these should remain a matter for the NI Housing Executive to resolve with individuals concerned.

### RECOMMENDATION

No change recommended

## 12. OBLIGATIONS OF SITE OWNERS

### Departmental response:

The Housing Executive have contracts in place to meet the maintenance obligations for all their Irish Traveller sites.

### RECOMMENDATION

No change recommended

## 13. PROVISION OF SITE OWNER'S NAME & ADDRESS FOR LEGAL PURPOSES

### Departmental response:

No issue. It is recognised that the Housing Executive is the site owner and any necessary information is provided.

### RECOMMENDATION

No change recommended

## 14. QUALIFYING OCCUPIERS' ASSOCIATION

### Departmental response:

Whilst there are no Qualifying Residents'/Occupiers' Association on Housing Executive sites, there are a number of organisations across Northern Ireland who provide support to Irish Travellers. The Housing Executive's Traveller Liaison Officer/local office make regular contact with these groups as it is critical for the Housing Executive to work closely with local support groups.

That relationship seems to be working well as there has been no request to set up a Resident's Association at any of the Housing Executive Irish Traveller sites.

### RECOMMENDATION

No change recommended

## 15. DOES SITE HAVE A COMPLAINT'S PROCESS AND IS IT EFFECTIVE?

### Departmental response:

Although no formal complaints have been made to the Housing Executive from Irish Travellers, Housing staff occasionally receive criticism in relation to general repairs performance.

### RECOMMENDATION

#### No change recommended

The Housing Executive will continue to directly liaise with site residents to amicably resolve any issues that arise.

## 16. CONCERNS THAT HAVE BEEN PUT TO ASSOCIATIONS OR THE COURTS

### Departmental response:

Apart from legal advice being required on termination of a tenancy agreement under the Act no other issues have arisen.

### RECOMMENDATION

#### No change recommended

## 17. LICENSING ISSUES

### Current Position

The Housing Executive currently have five sites out of eight in use. Two sites have received site licences from their respective Council while the remainder have not. The Housing Executive Irish Traveller Accommodation Strategy 2021-26 has committed the Housing Executive to carry out a review of all their Irish Traveller sites in order to make them compliant with design standards. If necessary The Housing Executive will also re-classify sites in line with need.

### Licence Process

Under the Caravans Act (NI) 1963 the NIHE, like other site owners, must apply for a site licence from their local Council.

Section 3(4) of the Act states that:

“.....the Council is required to issue the licence within 2 months of the date of the application or such longer period as the applicant and council may agree”

but if the Council fails to issue the licence within the specified time, the applicant (in this case the NIHE) does not commit an offence under Section 1 of the 1963 Act if the applicant uses the land as a caravan site during the date between when the licence should have been issued and the date it is actually issued.

### Housing Executive request for exemption from Council licensing requirements

The Housing Executive considers that this review may be the appropriate time to seek removal of the requirement on the Housing Executive to seek a site licence from the relevant local council.

The Housing Executive is of the view that the application of the current licensing regime to its exercise of its Article 28A powers in respect of the development and provision of Travellers' sites imposes upon it an unnecessary and unduly bureaucratic process and that it should be exempt from such requirements. It is believed that any concerns regarding site standards can be met through the Planning Permission regime. This regime would also maintain the role of District Councils in the development of new Housing Executive sites within their areas.

The case for such an exemption is also supported by the fact that when the responsibility for the provision of such sites lay with the District Councils, provision was made exempting such sites from the site licensing requirements at paragraph 11 of the Schedule to the 1963 Act. Paragraph 11 provided that a site licence shall not be required for the use of the caravan site on land occupied by the District Council. When the responsibility for provision of caravan sites for travellers was transferred to the Housing Executive in 2003 the exemption for requirement of site licensing was not amended to confer such exemption on the Housing Executive.

It is of note that in England, there is legislation which provides that a site licence should not be required for use of land occupied by a County Council (or in Scotland, a regional Council) as a caravan site providing sites for gypsies (paragraph 11A of the Caravan Sites and Control of Development Act 1960).

The absence of an exemption relating to the Housing Executive's exercise of its Article 28A powers would appear to be a legislative anomaly which can impede the effective discharge of its statutory function; for example, the imposition of unduly onerous requirements being imposed by way of site licence conditions that exceed planning requirements and/or the DOE Design Guide requirements for a particular type of site. If the Housing Executive considers a condition inappropriate, it can appeal against that condition to the local Magistrates' Court. If the magistrate is satisfied the condition is unduly burdensome, s/he may vary or cancel it.

As it is not considered an appropriate use of public funds or resources to litigate on such matters between public bodies and local government the Housing Executive are seeking exemption from the said licensing requirements for both their organisation and the individual tenants.

#### **Departmental response:**

Exempting the Housing Executive from the need to have a site licence was raised whilst progressing the Caravans Act 2011, however, bringing forward an exemption did not pass the DSD Committee (now DfC).

Therefore as the licensing regime is still legislated for under the Caravans Act (NI) 1963 (DfI legislation) if an amendment is considered necessary it is for this Department (DfC) and the NIHE to put forward the case for an exemption and proposals for DfI to consider and agree with their respective Minister.

#### **RECOMMENDATION**

DfC, on behalf of the Housing Executive, will pass to DfI for its consideration proposals for an amendment of the 1963 Act seeking exemption to licences being required for sites on land owned by the Housing Executive.

## 7. Summary of Recommendations

### 7.1 Residential Sector

Legislative Provision/ explorative questions	Recommendation
1. Written Agreements (Content and Length of Tenure)	None, on the basis that no evidence has been found to indicate that agreements for the residential sector are proving ineffective.
2. Termination of the Agreement	None, on the basis that no evidence has been found to indicate that agreements for the residential sector are proving ineffective.
3. Recovery of Overpayments	None. No evidence came to light during the Review to indicate any problems.
4. Sale of Caravan and % Commission Charged	None. Given that turnover on sales is relatively low it is reasonable that a 10% commission should be recycled to allow the park owner to reinvest that into the business model for the site, or undertake any necessary upgrading of the pitch before change of ownership.
5. Gift of a Caravan	None. In practice, there are few instances of gifting to a family member during the lifetime of the resident.
6. Re-siting of a Caravan	None. No change needed to existing provision as there was no evidence of any major problems emerging.
7. Upgrading of Caravan	None. No indication that change is needed in respect of the residential sector.
8. Right of Quiet Enjoyment	None. Residential sites should provide safe and secure environments for the residents (some of whom are 70+). It is recommended that when issues cannot be directly resolved with the site management/owner, or become protracted, there should be engagement by the complainant with the local Council to determine if a contravention to licence conditions has occurred.
9. Right of Entry to the Site	DfC will produce Fact Sheets as a quick reference guide to: <ol style="list-style-type: none"> <li>1. Inform both residential occupiers and site owners of their responsibilities under the Act.</li> <li>2. Provide signposting information on the relevant pathway of recourse should difficulties arise.</li> </ol> Right of Entry to the Site will be included within that Fact Sheet.
10. Pitch Fees and Method of Calculation	DfC will produce Fact Sheets as a quick reference guide to: <ol style="list-style-type: none"> <li>1. Inform both residential occupiers and site owners of their responsibilities under the Act.</li> <li>2. Provide signposting information on the relevant pathway of recourse should difficulties arise.</li> </ol> Pitch Fees and Method of Calculation will be included within that Fact Sheet.



11. Caravan Owner Obligations as Residential Occupiers	None. No issues came forward under the Review.
12. Site Owners' obligations – provision of services, etc	<p>DfC will produce Fact Sheets as a quick reference guide to:</p> <ol style="list-style-type: none"> <li>1. Inform both residential occupiers and site owners of their responsibilities under the Act.</li> <li>2. Provide signposting information on the relevant pathway of recourse should difficulties arise.</li> </ol> <p>Obligations of Site Owners will be included within that Fact Sheet.</p>
13. Provision of Site Owner's Name and Address for Legal Purposes	<p>DfC will produce Fact Sheets as a quick reference guide to:</p> <ol style="list-style-type: none"> <li>1. Inform both residential occupiers and site owners of their responsibilities under the Act.</li> <li>2. Provide signposting information on the relevant pathway of recourse should difficulties arise.</li> </ol> <p>Provision of Site Owner's Name and Address for Legal Purposes will be included within that Fact Sheet.</p>
14. Qualifying Residents' Association	<p>DfC will produce Fact Sheets as a quick reference guide to:</p> <ol style="list-style-type: none"> <li>1. Inform both residential occupiers and site owners of their responsibilities under the Act.</li> <li>2. Provide signposting information on the relevant pathway of recourse should difficulties arise.</li> </ol> <p>The constitutional and recognition requirements in respect of a Qualifying Residents' Association will be included within that Fact Sheet.</p>
15. Does Site have a Complaints Process and is it Effective?	<p>DfC will produce Fact Sheets as a quick reference guide to:</p> <ol style="list-style-type: none"> <li>1. Inform both residential occupiers and site owners of their responsibilities under the Act.</li> <li>2. Provide signposting information on the relevant pathway of recourse should difficulties arise.</li> </ol> <p>Although not a legislative provision the benefit of having an effective complaints process in place will be referenced within that Fact Sheet.</p>
16. Concerns that have been put to Associations or the Courts	<p>DfC will produce Fact Sheets as a quick reference guide to:</p> <ol style="list-style-type: none"> <li>1. Inform both residential occupiers and site owners of their responsibilities under the Act.</li> <li>2. Provide signposting information on the relevant pathway of recourse should difficulties arise.</li> </ol> <p>The constitutional and recognition requirements in respect of a Qualifying Residents' Association will be included within that Fact Sheet.</p>
17. Other issues in relation to the 2021 Review of the Caravans Act	<p>None.</p> <p>If the primary legislation was to be revoked at a future date and decoupled from Part 2 which relates to the holiday sector the preference to be recognised as Park Home occupiers can be revisited.</p>

## 7.2 Holiday Sector

Legislative Provision/ explorative questions	Recommendation
1. Seasonable Agreement	<ol style="list-style-type: none"> <li>1. DfE Trading Standards Service to review its Caravan Holiday Homes 'The questions you should ask' Guidance and republish to help consumers make informed choices.</li> <li>2. DfE Trading Standards Service to work with the caravan industry, consumer groups and the media to raise consumer awareness on the key questions consumers should ask when buying a new or used caravan and the options for advice eg. promote Consumerline as an advice helpline for caravan owners.</li> <li>3. DfE Trading Standards Service will produce Fact Sheets as a quick reference guide to: <ul style="list-style-type: none"> <li>• Inform both consumers and site owners of the key issues for caravan owners when buying a caravan.</li> <li>• Provide signposting information on the relevant pathway of recourse should difficulties arise.</li> </ul> <p>The <b>Seasonable Agreement (Content and Length of Tenure)</b> will be included within that Fact Sheet.</p> </li> <li>4. DfE Trading Standards Service to work to help raise standards in the caravan sector, where appropriate, by reviewing complaints/reports made to Consumerline and gathering other intelligence, engaging closely with consumer groups, trade bodies and the caravan industry to identify good and poor practice and take enforcement action, if necessary. eg. Review compliance with Part 2 of the Act and consumer protection legislation.</li> <li>5. DfE Trading Standards Service to work with the Caravan Trade Associations to help promote awareness among consumers of the benefits of a choosing a caravan park that adheres to the industry best practice and upholds minimum standards.</li> </ol>
2. Termination of the Agreement	No action necessary - The termination of agreement responses did not indicate any material points, for the holiday caravanning sector.
3. Recovery of Overpayments	No action necessary - The recovery of overpayments responses did not indicate any significant issues within the holiday caravanning sector.
4. Sale of Caravan and % Commission Charged	<ol style="list-style-type: none"> <li>1. DfE Trading Standards Service to review its Caravan Holiday Homes 'The questions you should ask' Guidance and republish to help consumers make informed choices.</li> <li>2. DfE Trading Standards Service to work with the caravan industry, consumer groups and the media to raise consumer awareness on the key questions consumers should ask when buying a new or used caravan and the options for advice eg. promote Consumerline as an advice helpline for caravan owners.</li> <li>3. DfE Trading Standards Service will produce Fact Sheets as a quick reference guide to: <ul style="list-style-type: none"> <li>• Inform both consumers and site owners of the key issues for caravan owners when buying a caravan.</li> <li>• Provide signposting information on the relevant pathway of recourse should difficulties arise.</li> </ul> <p>The <b>Sale of Caravan and % commission charged</b> will be included within that Fact Sheet.</p> </li> </ol>

5. Gift of a Caravan	<ol style="list-style-type: none"> <li>1. DfE Trading Standards Service to review its Caravan Holiday Homes ‘The questions you should ask’ Guidance and republish to help consumers make informed choices.</li> <li>2. DfE Trading Standards Service to work with the caravan industry, consumer groups and the media to raise consumer awareness on the key questions consumers should ask when buying a new or used caravan and the options for advice eg. promote Consumerline as an advice helpline for caravan owners.</li> <li>3. DfE Trading Standards Service will produce Fact Sheets as a quick reference guide to: <ul style="list-style-type: none"> <li>• Inform both consumers and site owners of the key issues for caravan owners when buying a caravan.</li> <li>• Provide signposting information on the relevant pathway of recourse should difficulties arise.</li> </ul> </li> </ol> <p>The <b>Gift of a Caravan</b> will be included within that Fact Sheet.</p>
6. Re-siting of a Caravan	<ol style="list-style-type: none"> <li>1. DfE Trading Standards Service to review its Caravan Holiday Homes ‘The questions you should ask’ Guidance and republish to help consumers make informed choices.</li> <li>2. DfE Trading Standards Service to work with the caravan industry, consumer groups and the media to raise consumer awareness on the key questions consumers should ask when buying a new or used caravan and the options for advice eg. promote Consumerline as an advice helpline for caravan owners.</li> <li>3. DfE Trading Standards Service will produce Fact Sheets as a quick reference guide to: <ul style="list-style-type: none"> <li>• Inform both consumers and site owners of the key issues for caravan owners when buying a caravan.</li> <li>• Provide signposting information on the relevant pathway of recourse should difficulties arise.</li> </ul> </li> </ol> <p>The <b>Re-siting of a Caravan</b> will be included within that Fact Sheet.</p>
7. Upgrading of Caravan	<ol style="list-style-type: none"> <li>1. DfE Trading Standards Service to review its Caravan Holiday Homes ‘The questions you should ask’ Guidance and republish to help consumers make informed choices.</li> <li>2. DfE Trading Standards Service to work with the caravan industry, consumer groups and the media to raise consumer awareness on the key questions consumers should ask when buying a new or used caravan and the options for advice eg. promote Consumerline as an advice helpline for caravan owners.</li> <li>3. DfE Trading Standards Service will produce Fact Sheets as a quick reference guide to: <ul style="list-style-type: none"> <li>• Inform both consumers and site owners of the key issues for caravan owners when buying a caravan.</li> <li>• Provide signposting information on the relevant pathway of recourse should difficulties arise.</li> </ul> </li> </ol> <p><b>Upgrading of Caravan</b> will be included within that Fact Sheet.</p>

8. Right of Quiet Enjoyment	<ol style="list-style-type: none"> <li>1. DfE Trading Standards Service to review its Caravan Holiday Homes 'The questions you should ask' Guidance and republish to help consumers make informed choices.</li> <li>2. DfE Trading Standards Service to work with the caravan industry, consumer groups and the media to raise consumer awareness on the key questions consumers should ask when buying a new or used caravan and the options for advice eg. promote Consumerline as an advice helpline for caravan owners.</li> <li>3. DfE Trading Standards Service will produce Fact Sheets as a quick reference guide to: <ul style="list-style-type: none"> <li>• Inform both consumers and site owners of the key issues for caravan owners when buying a caravan.</li> <li>• Provide signposting information on the relevant pathway of recourse should difficulties arise.</li> </ul> </li> </ol> <p><b>Right of quiet enjoyment</b> will be included within that Fact Sheet.</p>
9. Right of Entry to the Site	<ol style="list-style-type: none"> <li>1. DfE Trading Standards Service to review its Caravan Holiday Homes 'The questions you should ask' Guidance and republish to help consumers make informed choices.</li> <li>2. DfE Trading Standards Service to work with the caravan industry, consumer groups and the media to raise consumer awareness on the key questions consumers should ask when buying a new or used caravan and the options for advice eg. promote Consumerline as an advice helpline for caravan owners.</li> <li>3. DfE Trading Standards Service will produce Fact Sheets as a quick reference guide to: <ul style="list-style-type: none"> <li>• Inform both consumers and site owners of the key issues for caravan owners when buying a caravan.</li> <li>• Provide signposting information on the relevant pathway of recourse should difficulties arise.</li> </ul> </li> </ol> <p><b>Right of Entry to the site</b> will be included within that Fact Sheet.</p>
10. Pitch Fees and Method of Calculation	<ol style="list-style-type: none"> <li>1. DfE Trading Standards Service to review its Caravan Holiday Homes 'The questions you should ask' Guidance and republish to help consumers make informed choices.</li> <li>2. DfE Trading Standards Service to work with the caravan industry, consumer groups and the media to raise consumer awareness on the key questions consumers should ask when buying a new or used caravan and the options for advice eg. promote Consumerline as an advice helpline for caravan owners.</li> <li>3. DfE Trading Standards Service will produce Fact Sheets as a quick reference guide to: <ul style="list-style-type: none"> <li>• Inform both consumers and site owners of the key issues for caravan owners when buying a caravan.</li> <li>• Provide signposting information on the relevant pathway of recourse should difficulties arise.</li> </ul> </li> </ol> <p><b>Pitch Fees &amp; method to calculate</b> will be included within that Fact Sheet.</p>

11. Caravan Owner Obligations as Occupiers	<ol style="list-style-type: none"> <li>1. DfE Trading Standards Service to review its Caravan Holiday Homes 'The questions you should ask' Guidance and republish to help consumers make informed choices.</li> <li>2. DfE Trading Standards Service to work with the caravan industry, consumer groups and the media to raise consumer awareness on the key questions consumers should ask when buying a new or used caravan and the options for advice eg. promote Consumerline as an advice helpline for caravan owners.</li> <li>3. DfE Trading Standards Service will produce Fact Sheets as a quick reference guide to: <ul style="list-style-type: none"> <li>• Inform both consumers and site owners of the key issues for caravan owners when buying a caravan.</li> <li>• Provide signposting information on the relevant pathway of recourse should difficulties arise.</li> </ul> </li> </ol> <p><b>Caravan Owner Obligations as Occupiers</b> will be included within that Fact Sheet.</p>
12. Site Owners' obligations – provision of services, etc	<ol style="list-style-type: none"> <li>1. DfE Trading Standards Service to review its Caravan Holiday Homes 'The questions you should ask' Guidance and republish to help consumers make informed choices</li> <li>2. DfE Trading Standards Service to work with the caravan industry, consumer groups and the media to raise consumer awareness on the key questions consumers should ask when buying a new or used caravan and the options for advice eg. promote Consumerline as an advice helpline for caravan owners.</li> <li>3. DfE Trading Standards Service will produce Fact Sheets as a quick reference guide to: <ul style="list-style-type: none"> <li>• Inform both consumers and site owners of the key issues for caravan owners when buying a caravan.</li> <li>• Provide signposting information on the relevant pathway of recourse should difficulties arise.</li> </ul> </li> </ol> <p><b>Site Owners' obligations – provision of services, etc</b> will be included within that Fact Sheet.</p> <ol style="list-style-type: none"> <li>4. DfE Trading Standards Service to work to help raise standards in the caravan sector, where appropriate, by reviewing complaints/reports made to Consumerline and gathering other intelligence, engaging closely with consumer groups, trade bodies and the caravan industry to identify good and poor practice and take enforcement action, if necessary, eg. Review compliance with Part 2 of the Act and consumer protection legislation.</li> </ol>
13. Provision of Site Owner's Name and Address for Legal Purposes	<ol style="list-style-type: none"> <li>1. DfE Trading Standards Service to review its Caravan Holiday Homes 'The questions you should ask' Guidance and republish to help consumers make informed choices.</li> <li>2. DfE Trading Standards Service to work with the caravan industry, consumer groups and the media to raise consumer awareness on the key questions consumers should ask when buying a new or used caravan and the options for advice eg. promote Consumerline as an advice helpline for caravan owners.</li> <li>3. DfE Trading Standards Service will produce Fact Sheets as a quick reference guide to: <ul style="list-style-type: none"> <li>• Inform both consumers and site owners of the key issues for caravan owners when buying a caravan.</li> <li>• Provide signposting information on the relevant pathway of recourse should difficulties arise.</li> </ul> </li> </ol> <p>Provision of Site Owner's Name and Address for Legal Purposes will be included within that Fact Sheet.</p>

14. Qualifying Occupiers' Association	<ol style="list-style-type: none"> <li>1. DfE Trading Standards Service to review its Caravan Holiday Homes 'The questions you should ask' Guidance and republish to help consumers make informed choices.</li> <li>2. DfE Trading Standards Service to work with the caravan industry, consumer groups and the media to raise consumer awareness on the key questions consumers should ask when buying a new or used caravan and the options for advice eg. promote Consumerline as an advice helpline for caravan owners.</li> <li>3. DfE Trading Standards Service will produce Fact Sheets as a quick reference guide to: <ul style="list-style-type: none"> <li>• Inform both consumers and site owners of the key issues for caravan owners when buying a caravan.</li> <li>• Provide signposting information on the relevant pathway of recourse should difficulties arise.</li> </ul> </li> </ol> <p><b>Qualifying Occupiers' Association</b> will be included within that Fact Sheet.</p>
15. Does Site have a Complaints Process and is it Effective?	<ol style="list-style-type: none"> <li>1. DfE Trading Standards Service to work to help raise standards in the caravan sector, where appropriate, by reviewing complaints/reports made to Consumerline and gathering other intelligence, engaging closely with consumer groups, trade bodies and the caravan industry to identify good and poor practice and take enforcement action, if necessary. eg. Review compliance with Part 2 of the Act and consumer protection legislation.</li> <li>2. DfE Trading Standards Service to work with the Caravan Trade Associations to help promote awareness among consumers of the benefits of a choosing a caravan park that adheres to the industry best practice and upholds minimum standards.</li> </ol>
16. Concerns that have been put to Associations or the Courts	No change recommended.
17. Additional Comments coming forward	<ol style="list-style-type: none"> <li>1. DfE Trading Standards Service to review its Caravan Holiday Homes 'The questions you should ask' Guidance and republish to help consumers make informed choices.</li> <li>2. DfE Trading Standards Service to work with the caravan industry, consumer groups and the media to raise consumer awareness on the key questions consumers should ask when buying a new or used caravan and the options for advice eg. promote Consumerline as an advice helpline for caravan owners.</li> <li>3. DfE Trading Standards Service will produce Fact Sheets as a quick reference guide to: <ul style="list-style-type: none"> <li>• Inform both consumers and site owners of the key issues for caravan owners when buying a caravan.</li> <li>• Provide signposting information on the relevant pathway of recourse should difficulties arise.</li> </ul> </li> <li>4. DfE Trading Standards Service to work to help raise standards in the caravan sector, where appropriate, by reviewing complaints/reports made to Consumerline and gathering other intelligence, engaging closely with consumer groups, trade bodies and the caravan industry to identify good and poor practice and take enforcement action, if necessary, eg. Review compliance with Part 2 of the Act and consumer protection legislation.</li> <li>5. DfE Trading Standards Service to work with the Caravan Trade Associations to help promote awareness among consumers of the benefits of a choosing a caravan park that adheres to the industry best practice and upholds minimum standards.</li> </ol>

## 7.3 Irish Traveller Sites

Legislative Provision/ explorative questions	Recommendation
1. Agreements (Content and Length of Tenure by type of site)	No change to Irish Traveller serviced sites in respect of this provision.
2. Termination of the Agreement	None in respect of Irish Travellers due to isolated incidences of problems occurring.
3. Recovery of Overpayments	None in respect of Irish Travellers.
4. Sale of Caravan and % Commission Charged	None in respect of Irish Travellers.
5. Gift of a Caravan	None in respect of Irish Travellers.
6. Re-siting of a Caravan	None in respect of Irish Travellers.
7. Upgrading of Caravan	None in respect of Irish Travellers.
8. Right of Quiet Enjoyment	None. NIHE to continue to liaise with site residents where disagreements arise in order to resolve.
9. Right of Entry to the Site	None. NIHE to continue to liaise with site residents where disagreements arise over access to site in order to resolve.
10. Pitch Fees and Method of Calculation	None in respect of Irish Travellers.
11. Caravan Owner Obligations as Occupiers	None in respect of Irish Travellers.
12. Site Owners' obligations – provision of services, etc	None in respect of Irish Travellers.
13. Provision of Site Owner's Name and Address for Legal Purposes	None in respect of Irish Travellers.
14. Qualifying Residents' Association	None in respect of Irish Travellers.
15. Does Site have a Complaints Process and is it Effective?	None. The Housing Executive will continue to directly liaise with site residents to amicably resolve any issues that arise.
16. Concerns that have been put to Associations or the Courts	None in respect of Irish Travellers.
17. Additional Comments coming forward	DfC, on behalf of the Housing Executive, will pass to DfI for its consideration proposals for an amendment of the 1963 Act seeking exemption to licences being required for sites on land owned by the Housing Executive.

## 8. Conclusion

- 8.1 This review has highlighted that the vast majority of issues or concerns raised by respondents to this survey have a pathway for resolution under existing legislation or mechanisms already in place. However, the Working Group noted from the responses received that in too many instances caravan owners and residential home owners were not clear enough about the terms contained within their written/seasonal agreements, their rights of recourse if things went wrong, and what terms and conditions they had actually signed up to with their respective site owner.
- 8.2 The purchase of a static holiday caravan can be a significant financial outlay both initially and during the lifetime of the agreement. It therefore cannot be stressed highly enough the importance of potential caravan owners carefully reading any pre-contract information they may be provided with, the terms and conditions in the written/seasonal agreement and the Park Rules – the written/seasonal agreement should be read through by the potential caravan owner **before** entering a contract with the site owner. If the potential caravan owner is unclear or not content with any of the terms and conditions they should seek independent advice about the terms. Advice is readily available from Consumerline (contact details below) where advisors who are familiar with consumer issues surrounding holiday caravans will provide expert advice and guidance to both consumers and businesses. Potential caravan owners may also consider consulting with a Solicitor before entering a contract for the purchase of a caravan. Potential caravan owners should also take the opportunity to negotiate with the site owner regarding any terms that they are not happy with to determine if agreement can be reached. If a potential caravan owner after obtaining advice and/or negotiating with the site owner remains unhappy about the terms and conditions then they should not proceed with entering into that contract as it will effectively be legally binding for both the caravan owner and the site owner.
- 8.3 While potential caravan owners should ensure they make an informed choice it is essential that site owners trade openly and fairly with consumers. Trading fairly includes the need for site owners to ensure that they have fully discussed and explained the agreed terms in the written/seasonal agreements with the potential caravan owners before signatures have been applied. The Caravans Act (NI) 2011 requires that the written/seasonal agreement must be given to the potential caravan owner at least 28 days before a contract is entered into. While this requirement can be waived when a potential caravan owner wants to get onto the Park more quickly it is particularly important that the site owner can confirm and assure themselves that the potential caravan owner is fully familiar with the content of the seasonal/written agreement and Park Rules. Terms that place responsibilities and obligations on the caravan owners or that could be



deemed unusual or onerous should be brought to the attention of the potential caravan owner before a contract is entered into. Site owners should insist that potential caravan owners take the time to read and fully understand the contents of the written/seasonal agreement and park rules.

8.4 There are many considerations that a potential caravan owner should carefully take into account when considering the purchase of a caravan. Examples of these considerations include the following, all of which have been raised by respondents to this survey:-

- The price of the caravan and the likely resale value (especially if the caravan owner within a short period of time decides not to continue caravanning).
- The cost of pitch fees and the method used for calculating increases.
- Any other charges and running costs, examples of which include charges for the installation of decking and storage boxes.

- The rate of commission payable for the sale of a caravan with the benefit of the pitch to a 3rd party.
- Arrangements and costs for the re-siting/removal of a caravan and costs for the decommissioning of a caravan.
- Any upgrade requirements and at what point during the lifetime of the agreement that such requirements will be implemented.
- Potential caravan owners should establish with the site owner if they are members of either the National Caravan Council or the British Holiday and Homes Parks Association.

8.5 Contact details for Consumerline:

**Consumerline**

**176 Newtownbreda Road**

**Belfast**

**BT8 6QS**

Telephone: **0300 123 6262**

Online Contact form:

**[https://www.online.economy-ni.gov.uk/TSS\\_Ext/Form.aspx](https://www.online.economy-ni.gov.uk/TSS_Ext/Form.aspx)**

## 9. Glossary of terms

**BH&HPA** - British Holiday & Home Parks Association

**CCFNI** – Caravan and Camping Forum for Northern Ireland

**CMA** – Competition and Markets Authority

**CPRs** – Consumer Protection Regulations

**DfC** - Department for Communities

**DfE** - Department for the Economy (DfE)

**DfI** - Department for Infrastructure (DfI)

**NCC** – National Caravan Council

**NIHE** – Northern Ireland Housing Executive

**NIHE** – Northern Ireland Housing Executive

**OFT** – Office of Fair Trading

**RPI** – Retail Price Index

**TSS** – DfE Trading Standards Service

## Breakdown consultation respondents (anonymised for individual respondents)

Category of Respondent	Number responding online via Citizen Space Survey	Written responses	Comments
Residential Caravan Owner	154		
Holiday Caravan Owner	537		
Site Owners	23	8	6 written responses received in support of BH&HPA submission  2 personal written submissions from 2 site owners from the holiday sector
Residents' Associations	2	2	Online submission supplemented by written responses and accompanying appendices for Working Group members' reference
Representative Bodies (eg. CCFNI, BH&HPA, NCC etc.)	1	3	3 written submissions and attachments received from each representative body (1 of these also uploaded online).
NICS Departments and Public Bodies	1	3	Submission in respect of Irish Travellers from NIHE (also submitted online)  DfE and DfI in addition to being Working Group members also were consultee Departments
Political Parties/MLAs		3	Written submission from Sinn Fein  Public Petition submitted from Jim Allister MLA on behalf of holiday sector  Andrew Muir MLA representing the residential sector
<p>During the Review period the following were also received by DfC:</p> <p>34 Assembly Questions (Written)</p> <p>22 Correspondence Cases</p> <p>3 Invitation requests for meetings</p> <p>12 Requests for information from officials</p>			

## Breakdown of number and type of sites by local Council area (information provided by local Councils in 2021)

Council	Total number of caravan parks	Total number of residential only caravan parks	Total number of holiday only caravan parks	Total number of mixed residential & holiday parks	Number of residential pitches	Number of holiday pitches	Total number of pitches
Antrim & Newtownabbey	2	0	2	0	0	0	0 (all Touring or Tent pitches)
Ards & North Down	26 2x Residential only 2x Mixed Holiday & Residential	2	22	2	429	3739	4168
Armagh, Banbridge & Craigavon	1 NIHE						
Belfast City	0	0	0	0	0	0	0
Causeway Coast & Glens	34	0	34	0	0	5998	5998
Derry & Strabane	0				0	0	0
Fermanagh & Omagh	15	4	4	7	1052	369	1421
Lisburn & Castlereagh	2	0	2	0	0	45	45
Mid & East Antrim	6	0	6	0	0	407	407

Mid Ulster	3 Also, 1 x Travellers site	0	3	0	0	24	24
Newry, Mourne & Down District	22	0	19	3	161	4164	4325
<b>TOTAL</b>	<b>112</b> <b>Incls 2x Travellers</b>	<b>6</b>	<b>92</b>	<b>12</b>	<b>1,642</b> <b>Excls. 21x Travellers</b>	<b>14,746</b>	<b>16,388</b>

# Implied Terms in Written Statements

a)	The duration of the Agreement/Written Statement
b)	The conditions which apply to the termination of the Agreement/Written Statement by you as Site Owner
c)	The conditions which apply to the termination of the Agreement/Written Statement by the Occupier
d)	The arrangements for recovery of overpayments should the Agreement/Written Statement terminate
e)	The sale of the caravan
f)	The gift of the caravan
g)	The re-siting of the caravan
h)	The upgrading of the caravan
i)	The caravan Owner/Occupier's right to quiet enjoyment of the caravan (eg.free from harassment etc)
j)	Your right of entry to the site
k)	The site fee and the procedures for making a change to the fee
l)	The caravan Owner/Occupier's obligations
m)	Your obligations as Site Owner (eg. ensuring parts of site which are not the responsibility of occupiers are kept in clean and tidy condition, the provision and maintenance of services such as decking, gas, electricity, water etc)
n)	Disclosure of the Site Owners name and address for the purposes of serving legal or other notices, if absolutely necessary
(o)	Problems with the setting up or operation of a Residents'/Occupiers' Association on the site

## Images of corrosion found underneath older caravans



Available in alternative formats.

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