

TOP BUYING TIPS

for buying a lodge or caravan holiday home

From IBB Solicitors



Lodge or caravan home ownership offers the freedom and flexibility of not having to worry about bookings or location and of going on holiday when you want. They are relatively low maintenance and many parks let you sub-let your holiday home when you're not using it. Morgan Wolfe, Park and Holiday Homes Solicitor at industry experts IBB Solicitors has helped with these tips for a smooth, stress-free buying experience.

IT'S NOT PERMANENT

No matter how comfortable it may be, your holiday lodge or caravan cannot be used as your only or main home. You will have to provide proof of another (permanent) address as a condition of purchase and if you use your home as your main residence, you will likely be in breach of your Licence Agreement (see below) and subject to eviction.

READ THE T&CS

The park owner should give you a **Purchase Agreement, Licence Agreement** and a copy of the Park Rules. Read these carefully and make sure key details like purchase price and specifications are correct and raise any concerns before you buy.

The **Purchase Agreement** contains key terms such as model, price, pitch location and delivery date. You may have to pay a non-refundable deposit to reserve the pitch. If there are any agreed "extras" such as decking or a hot tub make sure these are noted in the Agreement.

The **Licence Agreement** spells out

the terms on which you may use the holiday home. The agreement ends either when the term (which can be anywhere from one to 999 years) runs out, you give notice or you sell or gift the holiday home. The park owner may terminate the Agreement if you breach it or the Park Rules.

The **Park Rules** form part of your Licence Agreement and cover such things as minimum age limit for occupants, whether and which pets are permitted, parking and vehicle allowances and standards of behaviour. If you (or your guests) break the rules you are likely to be in breach of your Licence Agreement and at risk of eviction.

CAN I SELL OR GIFT MY HOLIDAY HOME?

You can normally sell your holiday home (on site), but the park owner will likely want to check out your intended buyer first. Holiday homes can usually be gifted to family members but check the terms of your Licence Agreement before you buy. Park owners may have a right of first refusal which entitles them to buy back the home.

CAN I SUBLET?

Some parks run sublet schemes which let you hire out your home when you're not there. These vary in terms of service levels, fee structures and restrictions so be sure to review the terms carefully before going ahead. You will also need to ensure that any prospective occupants are suitable and won't put you in breach of the Park Rules.

BE SURE TO INSURE

You must insure your lodge/caravan. Get several like-for-like quotes from providers who know the holiday home sector, compare them and be clear on what is included. Are you covered for flooding, fire and the cost of removing/re-siting? Contents should be covered separately, and you must specify periods when it be unoccupied.

KNOW YOUR RIGHTS

A holiday lodge or caravan is personal property, like a car or a washing machine. This means that if you buy from a park owner, you are covered by the Consumer Rights Act 2015 against certain defects and may have a right to reject the unit, or insist that it be repaired, if things aren't right. These protections are not available if you buy from a private individual.

AND FINALLY

Don't hand over the money until you've thoroughly reviewed the Purchase and Licence Agreements, a sublet agreement if relevant; and the Park Rules. If the holiday home is second-hand, have it surveyed by an expert before you buy – once you own it any faults will be your problem. If in doubt, walk away and look elsewhere! 🏠

FOR MORE INFORMATION

IBB Solicitors are experts in the law relating to the caravan and park sector and offer a competitively priced, fixed-fee holiday home-buying service.

Contact us on 03456 381381 or parks@ibblaw.

co.uk to find out more.

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