

The logo for NACO (National Association of Caravan Owners) features the acronym 'NACO' in a bold, green, sans-serif font. A small red circle is positioned to the right of the letter 'O'. The text is set against a white background within a rounded rectangular frame.

National Association
of Caravan Owners

Advice Leaflet: Pitch Fee Increase

Your pitch fee will be your main expenditure at your caravan and it's important to know what to do in the event the pitch fee increases by an unusual amount. This NACO advice leaflet has been designed to help members make initial moves regarding excessive pitch fee increases at their caravan parks.

As a matter of course, we must inform you that our advice is given to you based on our industry experience and knowledge of previous cases. We are not solicitors, although in some cases we will gather legal advice from them. Consulting NACO does not preclude you from taking independent legal advice at any time.

If your park operator increases your pitch fee by an amount considerably more than the 'cost of living', it is good practice and often a contractual requirement for them to give you adequate notice and an explanation of the increase. Whether your park can legally introduce such a change will depend on a number of factors with the first, and dominant factor being the contract.

Have you got a written agreement?

A written contract with a specified term of tenure is very important as it means that you will have an agreement that spans a number of years and gives information about how the pitch fee will increase and what reasons can be factored in to the increase – for example:

- Changes to staffing levels or salaries
- Factors out of the park's control such as increases in rates & water charges
- The Retail Price Index (RPI)
- Improvements to facilities at the park for the benefit of caravan owners

If you haven't got a written agreement, your position is weak when it comes to excessive pitch fee increase.

Without a written agreement with security of tenure (a contract that has a long licence period, say 15 years) we describe the contractual relationship that exists between caravan owner and park operator as being "annually renewable".

If your contract with your park operator is annually renewable, the terms can be altered each year because it is effectively a new contract that you are being offered.

This enables the park to increase the pitch fee as much as they like because it is a new agreement that is being offered.

This is just one of the many points of change in the industry that we are campaigning for – we believe that annually renewable contracts are not appropriate for the purchase of a static holiday caravan.

We have no contract, what can we do?

You should write to your park about the increase and ask why your pitch fees have gone up – you are within your rights to ask questions about the reason behind the increase. Bear in mind that the park aren't obliged to respond, if they don't we'd be happy to follow up on your behalf.

We have a contract, and the increase isn't in line with its terms, what can we do?

The first thing to do is write to the park manager asking for an explanation of the increase stating that you are objecting the increase. We'll provide an example letter at the end of this leaflet. Make sure you keep a copy of the letter and send it recorded delivery if possible. If your park is run by an operator with multiple parks, 'copy in' head office.

Ok, what's a reasonable increase?

At the time of writing this, the RPI is around 4%. Now, in our opinion this doesn't really represent the true cost of inflation to businesses, especially caravan parks. A fairer increase would be in the region of 5-8%, with higher increases needing further justification.

My pitch fee has gone up by 20% - the park say it's due to redevelopment, is this ok?

It's accepted within the industry that park development and even proposed park improvements can be used as justification for an unusually high pitch fee increase. However, we believe that any improvements on park should be for the benefit of caravan owners and this is a topic that we continue to discuss with industry representatives. As we mentioned earlier, pitch fee increase and other related topics should be covered by terms in your agreement.

Other people at the park are concerned too, what do we do?

Consider starting a caravan owners' group – this will help to challenge the fee on a larger scale. We have an advice leaflet on this topic if you need to know more.

Plan of action!

- ***Consult your contract.***

Make sure that if you've got a contract, you've checked through it to see whether the item of enquiry is covered – or if there is a complaints procedure that should be followed. Your contract, if you have one, secures your rights at the caravan park and sets out obligations of both parties. This is also true of warranties and invoices – check them through and read the small print. Manufacturer handbooks are also handy sources of information about matters relating to the caravan itself.

- ***Contact your park management.***

All items of enquiry that we receive would benefit from being presented to the relevant party prior to our involvement. Indeed, this may be the advice that we give you once your questionnaire has been fully considered. We feel that putting pen to paper is always the best approach, but if you're more comfortable with conversation feel free to consult your park or sales agent face to face.

- ***Keep copies of everything!***

Make sure that you keep copies of anything that you send to your park regarding the enquiry. Make sure that anything you send gets sent to us in order that we can keep it on file should we need to intervene or follow-up.

- ***Give us a call or drop us an email.***

Ultimately, we're here to help so if you're in need of immediate advice or unsure how to approach a situation give our Advice Team a shout - we're available Monday to Friday 9.00 – 5.00 on 01255 820 321.