

## Thinking Outside the Box...



A thank you goes to Asgard, who provided the pictures for this article. You can see their full range at [www.asgardsss.co.uk](http://www.asgardsss.co.uk)

**During the past couple of seasons we have had a great deal of enquiries regarding the removal of structures such as storage boxes and sheds. Many of the items are made of plastic or wood and the alternatives being presented by the park operator are normally made of metal and are only available to buy through the park.**

This seems to be an industry-wide change of stance that is being adopted by most of the 'big players'.

Whether your park can legally introduce such a change will depend on a number of factors with the first, and main one being the contract.

**[Q] Have you got a written agreement?**

Ideally you would have an agreement that spans a number of years and contains information about you and your pitch. Many contracts used by the larger operators contain terms relating to the erection of additional structures such as sheds. In most cases the permission of the management is required prior to any such items being installed.

**So, first things first – check your contract.**

In most cases the outcome of such a situation will hinge on whether people have evidence of authorisation for items such as storage boxes, decking or sheds.

It's a difficult thing to accept but unless you have written evidence that demonstrates authorisation to allow the structure – you have no choice but to comply with your park and remove the structure. I don't present this view lightly. We have spent many hours discussing the matter with Directors, and have taken advice from our legal team.

Many cases that we have dealt with have mentioned the local authority and requirements that are being placed on the park in relation to their site licence.

As you are probably aware caravan parks in the UK have a site licence. This is issued by the local authority, and contains information about the park, such as the number of caravans allowed to occupy the site, the type of licence held - holiday or residential, and any health and safety requirements. The primary purpose of a caravan site licence is to ensure that the risk of the spread of fire is minimized, that there is appropriate access to the site for emergency services and that facilities appropriate to the nature and size of the site are provided.

To ensure that this is done the licence is issued subject to conditions and a copy of the licence is displayed on site. The council will then inspect the site regularly to ensure that the conditions are being complied with.



### Most site licences contain the following term:

**...A shed or a covered storage space should be permitted between units only if it is of non-combustible construction (including non-combustible roof)...**

Many local authorities don't consider plastic sheds to be a problem, but if the park's site licence contains the above term then any approach about the shed not being a fire hazard is difficult. We have had correspondence with a manufacturer of plastic storage boxes and they have provided extensive information about the structures.

Whilst you may consider that plastic sheds are not a fire hazard, we come back to the point about authorisation. We have long argued that allowing structures to remain for months and even years, must denote some sort of permission from the park. This is not the case - we have asked our legal team about this.

### Restrictive Supply of Metal Sheds.

The next question that we're asked on this topic is with regard to the supply of sheds and storage boxes that are ok to be installed on your pitch. Quite often the only place that you can purchase a shed or storage box of this classification is via the park's preferred supplier. This gives rise to a number of enquiries with the main one being whether the restriction on these items is fair, or legal.

#### **[Q] Can my park say that I can only buy the item through them?**

Yet again much will depend on your contract, however for a minute let us reference the recent guidance issued by the Office of Fair Trading. This is an extract:

**5.4 Contracts for caravans and pitch licences give rise to a number of specialised issues. In general, we object to terms that give park owners any kind of monopoly over the supply of goods or services that caravan owners are required**

**or have no choice but to buy. Any such monopoly is open to abuse, and is liable to be used as an additional means of raising revenue, and thus to have the effect of imposing an unfair financial burden on caravan owners.**

Park operators that we have challenged about this matter have been quick to point out that the items being purchased are not actually "required" by the owner, they are additional features that, in some cases, are restricted by the park operator.

In reality, if your contract says that any alteration such as sheds or decking requires authorisation prior to erection of the item, you will have to decide whether you don't have the item or buy it through the park. The term may be open to challenge, as the following extract from the OFT's guidance indicates:

**5.9) Caravan owners have expressed concerns about arbitrary controls over services and supplies. Park owners may impose restrictions where required to do so by the site licence, health and safety legislation, regulations on electrical installations, codes of practice on the safe handling and storage of LPG and so on, so long as the restrictions properly and accurately reflect the requirements placed on park owners. While park owners may wish to protect the park from unsightly or unsafe additions to the caravans or the pitch, such as sheds or external storage boxes, we consider that they should not seek to be the sole suppliers of acceptable accessories, or restrict the choice of suppliers unreasonably. We object to terms that, without good reason, bind caravan owners to purchase goods or services from specific sources. These may be uncompetitive or otherwise not meet caravan owners' requirements.**

The above section gives us a good starting position, however, be prepared for a lengthy battle. Getting a contract term officially classed as 'unfair' is an arduous task, but one that we can assist with.

Get in touch if you need some help.