

2025 Sublet Scheme Terms and Conditions

This document contains the Terms and Conditions which are applicable to the licensed sublet schemes by which you are permitted to sublet your holiday home at Stratford Parks.

In these Terms and Conditions

'Park Owner', 'we', 'our' or 'us' means Avon Estates Ltd. 'Holiday Home Owner', 'you' or 'your' means the person(s) named in the Sub-letting Agreement Form. 'Holiday Maker' or 'Holiday Guest' means person(s) hiring the holiday home including their guests. 'Holiday Home' means your holiday home identified in the Sub-letting Agreement Form. 'Park' means Stratford Parks, and 'Park Manager' means such person as shall be appointed by the Park Owner from time to time to manage the Park.

You agree with us as follows:

- 1. The Holiday Home Owner appoints the Park Owner as sole agent for the purpose of letting the Holiday Home for the current season on the following terms and conditions.
- 2. To ensure Holiday Makers come back to us year after year, your Holiday Home must be of a very high standard. A manager will arrange a full inspection of the Holiday Home and grade it into the park rental fleet. The Holiday Home will be graded in consideration of quality of fixtures and fittings, specification, location, external decks and furniture, view and overall condition. We will only permit Holidays Homes that are less than 3 years old to join the Sublet Scheme as a new customer. We will advise of the grading and discuss any possible upgrades that may be available. We reserve the right to re-grade your holiday home if it does not meet our policy and specifications during the season.
- 3. You will agree to allocate a minimum of 12 weeks to Avon Estates at the start of your 12-month agreement (with a letting period from March-November, during the dates specified on the Sublet Calendar provided). This includes a minimum booking of 6 weeks in Peak Season.
- 4. All Holiday Homes must be of modern design, clean and of smart appearance inside and out and conform to the grading and age restrictions within our current holidays marketing materials.
- 5. For the duration of the sublet program, you must remove all personal belongings from your holiday home.
- 6. You must have a TV license and WIFI in place at your holiday home to qualify for the sublet scheme.
- 7. You will insure the Holiday Home to its full replacement value against all the usual risks including fire and storm damage and against the Holiday Home Owner's liability to Holiday Makers, their guests and third parties in such reasonable sums as we may notify you from time to time (not being less than £5 million) and will provide us with up-to-date details of insurance on request. The Park Manager will be able to arrange this insurance for you.
- 8. You must ensure your Holiday Home is fully equipped with crockery, cutlery, cooking and cleaning equipment for the number of people it will sleep. The Manager will give you inventory details as detailed in the grading list and information on special requirements for your Holiday Home. As inventory is required to be uniform across the same grade of Holiday Homes sublet, the park supplies all inventory requirements, which will be charged to you.
- 9. You must have gas and electric appliances, smoke alarms, carbon dioxide alarms, fire extinguishers inspected once a year and obtain all the necessary certificates. The Manager will arrange for these inspections and obtain the necessary certificates for you at your expense. Any gas bottles must be stored outside the Holiday Home in an adequately ventilated non-combustible area.
- You must ensure that your Holiday Home complies with all statutory requirements of competent authorities and recommendations of the National Caravan Council relating to the ventilation of caravans.

In particular, you must ensure that all fixed ventilation openings, ventilation screens, and grilles are kept clean and unobstructed at all times and that all gas appliances (including their installation flues) are checked regularly (not less than once a year) by a Gas Safe registered gas fitter. An annual landlord's Gas Safety certificate will be arranged by the Park at your expense.

- Three labelled sets of keys per Holiday Home must be given to the Manager before letting commences at the start of the season.
- 12. Having completed the sublet calendar, if you wish to change any letting dates at any time during the season please telephone or email the park to check availability. Just drop us an email at **bookings@stratfordparks.co.uk** with your requested changes, and we'll check availability. You must provide at least six weeks' notice to allow us to manage guest bookings. Keep in mind that during peak periods, date changes might not be possible due to high demand. If your requested dates are unavailable, we'll explore alternative options tailored to your needs. While we'd love to guarantee bookings, holiday trends and unforeseen issues might impact them.
- 13. Your account must be settled in full for the forthcoming season before the application to sublet can be accepted, and you agree to pay us a commission of 35%+VAT of the accommodation hire cost for a 1-year agreement, plus any third party commission costs and any relevant service charges from our service list. This includes any unpaid gas and electricity charges, unpaid pitch fees and pitch fees for the following season, service and facility charges, any major maintenance repairs and replacements (and any applicable value added tax) will be deducted from sublet monies at the end of the season. The manager will have the discretion to decide what constitutes minor or major repairs for this purpose.
- 14. If the holiday home is repossessed during the hiring period, Avon Estates reserves the right to retain earnings to cover any rent ledger debts.
- 15. Where applicable Avon Estates will supply the following items to be charged to the owner;
 - Tea towels
 - Oven gloves
 - Mattress/pillow protectors
- 16. Please note, if you have your own dog, the holiday home has to be listed as pet-friendly.
- 17. Private subletting is strictly prohibited on the park. Any owners found engaging in private subletting will be in breach of their site licence agreement. As a result, all bookings will be suspended while we investigate the matter, and bookings will not be reinstated until an appropriate remedy has been agreed upon.
- 18. You agree that for us to let your holiday home we may offer discounts to the tariff price such as brochure incentives, promotional offers, direct mail offers, tour operators and travel agent discounts, late availability discounts, and repeat bookings discounts. In instances such as these, we will reduce the hire charges for your Holiday Home.
- 19. Provision of Sublet Statements At the end of the season (approximately late September), we will issue an estimated sublet income statement to give you a rough guide to your expected income for the season thus far. Following this, you will receive a final account balance around mid-November. At the end of the



year, we will provide a comprehensive letting statement that includes a detailed breakdown of all lettings and any deducted expenses, such as repairs and site fees.

- 20. Accessing Your Sublet Income Sublet income cannot be withdrawn until the conclusion of the sublet season and the issuance of the final balance statement around mid-November. At that time, you may request a lump sum payment of your total annual sublet income, minus your upcoming year's site fee and any outstanding invoices (e.g., overdue gas, electric, or maintenance charges). Alternatively, you can keep any remaining income on your account to help contribute towards future bills.
- We reserve the right to amend the terms and conditions of the Sublet Scheme Agreement as we deem necessary without notice to you.
- 22. Avon Estates reserves the right to cancel the Sublet Agreement at the end of the season and is not obligated to renew the agreement for a following year.

We, Avon Estates Ltd, agree to do the following:

- Produce and circulate any direct mail, including brochures, and undertake all advertising including national press, and the Internet as we see fit.
- 2. Conduct all correspondence with Holiday Makers.
- Collect all monies payable by Holiday Makers on your behalf. Avon Estates holiday booking prices are inclusive of VAT. Chargeable and ticketed events, such as the circus, etc., will be charged separately.
- 4. Replace any equipment, repair breakages, and renew gas cylinders when empty. Such replacements are charged to your account and are payable within 30 days of invoice.
- 5. We reserve the right to carry out all repairs and replacements to maintain the Holiday Home to the standard required and to charge all expenses incurred in doing so to your account. We will arrange for gas and electrical appliances to be maintained to the standard required. The appliances will be repaired or replaced as necessary at your expense.

You, the owner, agree to do the following:

- You agree that we may take whatever action we deem necessary to repair, make replacements to or to make safe your Holiday Home at your cost in the event of any emergency, accident or short-coming that may be detrimental to the safety, comfort or enjoyment of your Holiday Home.
- 2. You agree to allow us to resolve any dispute by such procedure as we deem appropriate where any dispute arises from any sub-letting of your Holiday Home and you agree to be bound and abide by every decision or action taken by us which will be taken to protect the reputation of the Park and the safety, comfort and enjoyment of those occupying your Holiday Home and other holiday home owners on the Park.
- You accept without reservation that we have the right to remove anyone from your Holiday Home who is acting in breach of our park rules and Terms of Site Licence Agreement or whose conduct is a detriment to the comfort, safety and enjoyment of other users of the Park.
- 4. Nothing in these terms and conditions shall exclude our liability for the death of, or injury to, any person entering the Park to the extent that is caused, be the negligence or breach of any statutory duty by us, our employees, sub-contractors or agents.
- 5. We shall not be liable for any loss, damage, delay or inconvenience of any nature whatsoever and to whomsoever the same may be caused arising out of any circumstances beyond our reasonable control (including, without limit, acts of god, accidents, malicious damage, fire, water, storm or other damage, compliance with a law, government order or regulation and any disputes between us and our employees or agents).

- 6. We shall not be liable to you for any losses suffered or damage to your Holiday Home or any of your other property in it or near it caused by anyone occupying your Holiday Home, their guests, or invitees by reason of negligence, dishonesty or any other reason. It is your responsibility to ensure that you have adequate insurance cover to protect against such losses or damages.
- 7. We shall be liable to you for damage caused to your Holiday Home or your property by reason of the negligence or breach of duty by us, our employees, sub-contractors or agents.
- 8. We are not liable to you for any of the following: losses that were not reasonable foreseeable to both parties when this Licence Agreement was entered into; losses that were not caused by any breach of these terms and conditions on our part; business losses (including but not limited to loss of profit, business opportunity or goodwill or any other indirect, special or consequential losses) or losses for which you can make a successful claim under (or would have been able to had it not been for your breach of) your insurance policy or against any third party.
- 9. Except as provided by paragraph 4 above, any other liability of ours owed to you in contract, tort, breach of statutory duty otherwise arising out of or in connection with this Agreement and these Terms and Conditions is limited to an amount equivalent to the sums paid by you to us hereunder.
- 10. You agree to pay us all reasonable costs, claims, demands, liabilities, expenses, damages or losses arising out of or in connection with your delay, negligence, default or breach of these terms and conditions or any variation in its instructions to the Park Owner.
- 11. Termination: This agreement will terminate at the end of the season for the length of your original agreement, on such date as shall be notified by the Park Owner to the Holiday Home Owner. We reserve the right to terminate this agreement at an earlier date in the event that you breach these terms and conditions or become insolvent (or we reasonably consider that you are about to become insolvent) or on the termination of your Site Licence Agreement for a holiday caravan pitch in respect of your Holiday Home. Termination of this agreement shall be without prejudice to, and shall not affect, the accrued rights and obligations of either party hereunder.
- 12. Third Parties: These Terms and Conditions only confer rights and benefits on us and you and no third party can acquire rights or benefits under these Terms and Conditions whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 13. Notices: Any notices to be given under these Terms and Conditions shall be in writing and addressed to the registered office, principal place of business or residence of the addressee or any other address notified for the service of documents. Any notice must be given by hand or sent by first class post (airmail if overseas) recorded delivery post. E-mails are not effective notice. Notices may be faxed provided they are also sent in accordance with this provision.
- 14. Assignment: You may not assign or sub-contract your rights or obligations under these Terms and Conditions but we may assign or sub-contract all or any of our rights or obligations hereunder.
- 15. Waiver: Any waiver by us of any breach of these Terms and Conditions by you will not be treated as waiving any subsequent breach of the same or any other provision.
- 16. Entire Agreement: The Terms and Conditions (and the documents referred to herein) set out the entire agreement between you and us and supersede any previous agreements between you and us relating to the subject matter of these Terms and Conditions, you have not relied on any representation, warranty, agreement or statement not set out in these Terms and Conditions and (in the absence of fraud) you will not have any right or remedy arising out of the same.
- 17. Law: English law governs these Terms and Conditions, and the parties agree to the exclusive jurisdiction of the English courts.

If you need any assistance please contact a member of our team on:

CALL 01789 299 492 EMAIL bookings@stratfordparks.co.uk ADDRESS Avon Estates, Warwick Road, Stratford-upon-Avon. CV37 0NS

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