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Caravan Owners And The Coronavirus Lockdown – What It May Mean For Pitch Fees?

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CARAVAN OWNERS AND THE CORONAVIRUS LOCKDOWN – WHAT IT MAY MEAN FOR PITCH FEES?

The coronavirus pandemic has left many holiday caravan owners and park owners in limbo. The question discussed in this article is “must I pay for my pitch fees?”.

There are 2 aspects that have to be looked at very carefully in order to understand this situation better.

1. What does your agreement say?
2. What are facts of the matter or context?

WHAT OPTIONS DO YOU HAVE?

I shall outline a few options with dealing with pitch fees that may help caravan owners avoid being in breach of their agreement or avoid the termination of the caravan agreement.

Paying:

Firstly, you may wish to pay the sums “under protest”. This may deal with any consequences of non-payment might result in. However, it is dependent on your particular facts if you will be able to recover these sums in a court.

Having a chat:

Park owners are reasonable and often helpful people, which leads me to say that it may be an idea to negotiate with the park owner. As Churchill famously said, “To jaw-jaw is always better than to war-war”. A letter of comfort may help clarify what has been agreed, which may be a “reduction”, “deferral” or “holiday” of the pitch fee.

Mediation:

Mediation is a key form of Alternative Dispute Resolution is ever so relevant in these concerning times. It is an “alternative” to having a decision imposed by a judge in a court and is a voluntary process and those that wish to participate may be able to get their needs, concerns and interests met.

Legal action:

Please note that court action should be considered the very last port of call for both parties concerned.

What is relevant is the Health Protection (Coronavirus, Restrictions) (England) Regulations 2020. This provides that no person may leave the place where they are living without reasonable excuse. Visiting your holiday home would not cover reasonable excuse.

Another question that is being asked is “has the caravan agreement been frustrated?”.

The legal doctrine of frustration “occurs whenever the law recognises that without default of either party a contractual obligation has become incapable of being performed because the circumstances in which performance is called for would render it a thing radically different from that which was undertaken by the contract... it was not this that I promised to do.”

Whether this argument or alternative arguments are applicable to the holiday sector is yet to be seen. What is certain is that the contractual terms are essential! This means you should seek specific advice on the terms of your caravan agreement and your circumstances on how to approach matters going forward.

Concluding remarks:

There is no doubt at all that the unlocking phase of the coronavirus will bring significant challenges for all of us. It is clear if caravan owners and park owners work together, things can work. The writer hopes that the options outlined above are of some assistance but should not be substituted for specific advice.

The information provided in this article serves as useful guidance and is not intended to be comprehensive advice for your particular matter. If in doubt, you could seek specific advice from a qualified lawyer. This material should not be replicated without the author’s consent. Ibraheem Dulmeer © 2020

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