

APPENDIX 1

(referred to in paragraph 2.3)

**Caravan Sites (Licence Applications) Order (Northern Ireland)
1963**

Caravan Sites—Licence Applications

ORDER, DATED 1 AUGUST, 1963, MADE BY THE MINISTRY OF HEALTH AND LOCAL GOVERNMENT UNDER SECTION 3 OF THE CARAVANS ACT (NORTHERN IRELAND) 1963.

The Ministry of Health and Local Government, in exercise of the powers conferred upon it by Section 3 of the Caravans Act (Northern Ireland) 1963(a), hereby makes the following Order:—

Citation and commencement

1. This Order may be cited as the Caravan Sites (Licence Applications) Order (Northern Ireland) 1963, and shall come into operation on 19 August, 1963.

Particulars to be given by applicant for site licence

2. The particulars to be given by an applicant for a site licence under Section 3 of the Caravans Act (Northern Ireland) 1963 shall be those prescribed in the Schedule and shall be set out in the form indicated in that Schedule.

Sealed with the Official Seal of the Ministry of Health and Local Government for Northern Ireland this 1st day of August, 1963.

(L.S.)

WM J MORGAN

Minister of Health and Local Government

(a) 1963 c 17 (NI).

SCHEDULE

Particulars to be given by an Applicant for a Caravan Site Licence

1. Name and Address of Applicant
Surname
Other names *(Mr/Mrs/Miss)
Postal Address
Telephone Number.....

 2. State applicant's interest in land (eg, owner or tenant) and give particulars of lease or tenancy, if any.....

 3. Address or location of site for which licence is required
.....

 4. Acreage of site

 5. Has the applicant held a site licence which has been revoked at any time in the last three years?.....

 6. State type of caravan site for which licence is required:
*Permanent residential
*Seasonal, between the following dates in each year
*For touring caravans only, between the following dates in each year

 7. State the maximum number of caravans proposed to be stationed at any one time for the purposes of human habitation
-

8. A lay-out plan (in duplicate) of the site to a scale of not less than 1/500 must be attached showing the boundaries of the site, the positions of caravan standings and (where appropriate) the following particulars:

Carriageways and footpaths (indicating in particular any new access to the site).

Toilet blocks, stores and other buildings.

Foul and surface water drainage.

Water supply.

Recreation space.

Fire points.

Vehicle parking spaces.

Planting of trees and bushes for amenity purposes.

Electricity supply.

Any of the above-mentioned particulars may be given in writing if the local authority so approve.

In the case of existing sites the plan should show the facilities already available as well as those proposed.

9. Give details of the arrangements for refuse and litter collection and disposal and for sewage and waste water disposal

10. Has planning permission for the site been obtained from the local planning authority?

*If so, state (i) Date of permission

Planning Authority Ref No

(ii) Date (if any) on which permission will expire

*If not, has permission been applied for?

11. Does the applicant propose to permit on the site any tents or other structures for human habitation?

If so, give details

For caravan sites already in use on or before 9th July, 1962, without planning permission from the local planning authority

12. Is it claimed that the site has existing use rights and does not require planning permission?.....

If so, state the facts on which the claim is based

13. Was the site in use as a caravan site for the purposes of human habitation—
(a) on 9th July, 1962?
(b) on 19th August, 1963?
(c) at any other time since 18th August, 1960? If so, give the periods for which the site was in use

.....
Signature of Applicant

Date

*Delete as appropriate.

EXPLANATORY NOTE

(This Note is not part of the Order, but is intended to indicate its general purport.)

This Order prescribes the form of particulars to be supplied in support of an application for a site licence under the Caravans Act (Northern Ireland) 1963.

APPENDIX 2
(referred to in paragraph 2.16)

**Draft Code of Practice—Selling, Buying and Siting Holiday
Caravans**

OFFICE OF FAIR TRADING

NATIONAL
CARAVAN
COUNCIL

NATIONAL
FEDERATION OF
SITE OPERATORS

CODE OF
PRACTICE

SELLING, BUYING AND
SITING HOLIDAY CARAVANS

SECOND
REVISED
DRAFT
MAY 1980

DEFINITIONS

In this Code the following expressions have the following meanings:

- 'Holiday Caravan Park' — means a park licensed for recreational use on which are sited 'holiday caravans' that are used by their owners or sub-let by them, or through the agency of the park owner.
- 'Holiday Caravan' — means a caravan designed and used for static occupation when permanently sited on a Holiday Caravan Park.
- 'let', 'letting' — relate to the act of offering (a caravan) for hire.
- 'hire', 'hiring' — relate to the act of obtaining the use of (a caravan) for payment.
- 'Park Owner' — means the individual or company responsible for the operation of the park.
- 'Caravan Owner' — means the individual or company in possession of the caravan and entitled to occupy the pitch.

CODE OF PRACTICE FOR
SELLING, BUYING AND SITING
HOLIDAY CARAVANS

INTRODUCTION

1. In order to reassure holiday caravan owners and prospective owners, who take their leisure and holidays in caravans that are permanently sited, that their interests are being looked after, the National Caravan Council (NCC) and National Federation of Site Operators (NFSO) have drawn up this Code of Practice in consultation with the *Office of Fair Trading*.

2. This Code sets out what is considered to be good practice in the operation of holiday caravan parks and is complementary to the Code of Practice for Letting Holiday Caravans. Good caravan park owners have been observing the principles set out here for many years, but now they are set down in this Code and have been formally adopted by the members of the two organisations. If a caravan owner should feel dissatisfied with the treatment he has received from a member of either trade organisation he will have recourse to the complaints procedure offered by the organisations (paras 18).

3. *The NCC and the NFSO will apply their disciplinary procedures against any members who are shown to have breached this Code: these procedures can result in reprimand, fine or expulsion.*

4. It should be remembered that there are two parties to every transaction and the caravan owner also has his part to play. He should make sure that he understands the full implications of each stage in the transaction (eg terms of giving a deposit) and he should take reasonable care of his caravan and understand what upkeep is necessary and what precautions have to be taken before laying up for the winter. He should also remember that he is joining a new circle of neighbours and should behave in a neighbourly way. Matters relating to the site licence granted to the park owner to operate the park are not appropriate to this Code *because they have to be displayed on the Park in accordance with the Law*, but park owners will be expected to ensure that basic facilities are available on the park and are kept in good working order.

THE CODE OF PRACTICE

1. Anyone buying a holiday caravan should ensure that it complies with the relevant British Standard and that he has a pitch on which it can be sited. The financial terms for the purchase and siting, and the subsequent site charges should be clearly known and understood.

2. *To demonstrate to the public their observance of the Code, all members will prominently display an approved Code or trade association symbol. Nothing*

shall be displayed which cannot be substantiated or is likely to mislead consumers. All advertising and promotional material shall comply with the British Code of Advertising Practice.

3. All persons buying a new holiday caravan and placing it on a pitch on a caravan park shall be offered a written agreement by the park owner for the occupation of the pitch. The agreement shall include the matters which comprise this Code of Practice as set out in the following paragraphs, and the additional matters under the heading 'Written Agreements'.

4. *Provided that the provisions of this Code are met and the caravan itself is in suitable condition, then an agreement should be offered to a caravan owner already on a pitch.*

5. *Where there is no written agreement between a park owner and a caravan owner, nevertheless, the provisions of paragraphs 6 to 15 should apply.*

Tenure

6. The park owner will give not less than a season's notice to a holiday caravan owner to remove his caravan from the park, except that—

- (a) tenure is subject to reasonable behaviour on the part of the owner of the caravan, and of its other users and all dues have been paid; *shorter notice may be given in the event of a serious breach of the park rules or unreasonable behaviour of caravan occupants which deprives other occupiers of enjoyment of their caravans;*
- (b) where any particular caravan is required to be removed because of a deterioration in its condition the park owner may, providing he has given notice before the start of the holiday season, or 1st April, whichever is the earlier, require it to be removed by (end of season/1st January next);
- (c) *where a caravan is required to be removed from a particular pitch on a park to allow maintenance or redevelopment of the park notice shall be given as in (b) above.*

7. A park owner shall not require a holiday caravan owner to remove a caravan from a park for the sole purpose of creating the sale of a caravan.

8. A holiday caravan owner who intends to give up his pitch should normally give the park owner at least three months' notice unless there are unforeseen circumstances.

Pitch Fees and Other Charges

9. The park owner shall give the holiday caravan owner not less than three months' notice of an increase in the pitch fees and other charges except in the case of increases in rates and other statutory charges which are not within the control of the park owner.

10. Charges for rates or other statutory charges, and charges for such services as electricity, will be made and notified and otherwise be in accordance with the relevant legislation: *such charges shall be at cost unless there is a provision to the contrary under relevant legislation.*

Resale of Caravans

11. The purpose of this part of the Code is to provide guidance so that a balance is maintained between the reasonable expectations of both the park owner and the holiday caravan owner. On the one hand, a park owner may reasonably wish to control entry on to the park; on the other, a holiday caravan owner may reasonably expect to receive a fair price for his caravan if he chooses to give up his caravan and the pitch.

12. The arrangements for the resale of caravans should follow the same procedure which parallels the provisions of the Mobile Homes Act 1975.

Removal of a Caravan from a Site

13. Park owners and holiday caravan owners shall take account of the following principles, which will also be considered if there is a dispute and the complaints procedure, described in para 18 below, or the arbitration procedure, are brought into operation.

- (a) A holiday caravan owner shall not be required to remove his caravan from a park solely on account of its age.
- (b) A holiday caravan owner shall be expected to keep his caravan in good order and appearance and at least according to the standards prevailing on the park. The presence of caravans of shabby appearance can detract from the amenities of a park but, as there is a variation of standards between parks, a single standard cannot be set which is to apply to all caravans on all parks.

Substantial Changes in Arrangements on a Park

14. Substantial changes may be introduced by a park owner because he wishes to develop and improve the site in the normal course of developing his business or because he has recently acquired the site and wishes to develop it further. In general, the improvement of a park is in the interests of both the park owner and those holiday caravan owners with pitches on it. On occasion, however, new conditions may be introduced which the existing caravan owners will regard as a fundamental change compared with previous arrangements.

15. A holiday caravan owner should not be unreasonably required to accept new conditions introduced by the park owner since he came on to the park or last entered into an agreement with the park owner. Such new conditions would include, for example, the introduction of long term leases or leasing arrangements; a requirement to sub-let the caravan although this had not

been part of the previous arrangements; a significant change in existing arrangements for sub-letting; or conditions which unreasonably discriminate between one holiday caravan owner and another on a park. Increases in pitch rents or other charges in line with inflation or to cover the cost of improvements in amenities would not be regarded as substantial changes.

Written Agreements

16. All persons buying a holiday caravan and placing it on a pitch on a caravan park shall be *offered* a written agreement by the park owner for the occupation of the pitch. In cases where the caravan will be intensively sub-let good practice should be for an agreement of at least three years, to be extended to at least five years where the caravan will be used exclusively by the holiday caravan owner. In either case the periods of renewals should be stated in the agreement, making it clear that renewals will be dependent upon the caravan continuing to be in reasonable condition. Where relevant, provisions in the agreement shall be not less than those contained in paragraphs 1-15 of this Code and will also include:

- (a) The date the agreement (contract) shall start, the length of time it shall run and how it can be renewed
- (b) The times of the year the park is open
- (c) The amount of the annual fee, when it is to be paid and whether or not it includes winter storage
- (d) What charges are included (eg rates and water) and what charges are not (eg electricity) in the annual fees
- (e) What other charges are made (eg letting supervisory services, club membership, entry to swimming pool, etc) specifying those that are obligatory and those that are not
- (f) (i) The terms for terminating a contract
(ii) The terms for assigning a contract (as set out in (m) below)
- (g) Whether or not sub-letting is permitted on the park and, if so, whether or not this has to be done through the park owner (and what charges are made for this service, when provided)
- (h) Whether or not the caravan owner is required to sub-let his caravan and, if so, the conditions attaching to such sub-letting and the periods involved
- (i) The responsibility of the park owner to provide and maintain services (stating which services)
- (j) The responsibility of the caravan owner to observe site licence conditions (which the park owner is under a legal obligation to observe) and park rules and to maintain the caravan (and, if it is sub-let, also its equipment) in good condition
- (k) What facilities are available (eg shop, cafe, club—stating membership conditions—charges are given under (e) above) and what other amenities are available nearby; the hours the park office is open

- (l) That the park owner is capable of (or can arrange for) the service and repair of caravans and their equipment
- (m) The holiday caravan owner to have the right to sell the caravan and assign the contract for the occupation of the pitch to a purchaser approved by the park owner, subject to the permission of the park owner, which shall not be unreasonably withheld, subject to the following provisions:
 - (i) the terms of *this Code and/or* any agreement between the holiday caravan owner and the park owner have been complied with and all sums due to the park owner have been paid:
 - (ii) the holiday caravan owner has first offered to sell to the park owner at a fair market price, subject to a *consideration* and such offer has not been accepted within fourteen days:
 - (iii) notwithstanding that such offer has not been accepted by the park owner, the holiday caravan owner shall not sell at a price lower than that so offered without re-offering to the park owner at that price for acceptance within 48 hours; and
 - (iv) the site owner is entitled to receive such *consideration* on the sale to a third party.

17. An agreement shall not subsequently be amended unilaterally, *and shall be binding on successors in title to the park owner.*

18. Procedures for dealing with Complaints

18.1 Park owners must ensure that whenever a complaint is received immediate notice is taken of it and action taken to try to get a mutually and acceptable settlement. *Park owners who are members of the NCC and/or NFSO will use every endeavour to assist in the settlement of complaints arising on their parks.* Similarly, caravan manufacturers and traders who are members of the NCC will use every endeavour to assist in the settlement of complaints about their respective products and services. *The status quo should be maintained once the complaints procedure has been invoked provided that there is no undue delay occasioned by either party.*

18.2. STEP ONE

Persons with complaints are advised in the first instance to take up their complaints directly with the park owner on whose park the caravan is sited.

18.3. STEP TWO

Holiday caravan owners may at any time seek help and guidance in settling complaints from local Trading Standards Departments, Citizens' Advice Bureaux and Consumer Advice Centres.

18.4 STEP THREE

In respect of complaints involving members of the NCC or NFSO, which are not resolved satisfactorily the matter may be referred for conciliation to:

*The Director General
National Caravan Council
43-45 High Street,
Weybridge,
Surrey.
KT13 8BT.*

or

*The Director General
National Federation of Site
Operators
Chichester House,
31 Park Road,
Gloucester GL1 1LH.*

18.5 STEP FOUR

If the complaint is still not resolved to the satisfaction of the complainant the Trade Associations' Director General shall advise him on how he may proceed. The hirer may seek resolution of his complaint under special low cost arbitration arrangements administered by the Chartered Institute of Arbitrators. Under these arrangements, arbitrations will normally be on the basis of documents only. Full details of the Scheme will be supplied by the NCC or NFSO. This is a low cost scheme (£10 + VAT payable by both sides): the sum is payable on lodging a claim and may be refundable to successful claimants. Arbitrators will be appointed by the President of the Chartered Institute of Arbitrators. Alternatively, the hirer may, of course, seek redress of the County or Sheriff Court, where simplified small claims procedures in England and Wales, and the Summary Cause procedure in Scotland, may be applicable.

Monitoring

19. Both the NCC and the NFSO will analyse all complaints arising from the Code or associated matters referred to the Trade Association for conciliation or arbitration. The results of such analyses to be provided to the Office of Fair Trading together with observations on the operation of the Code.

APPENDIX 3
(referred to in paragraph 3.10)

The pattern of ownership or control of static holiday caravan pitches in Northern Ireland in 1982

Operators	Including public pitches				Private sector only			
	No. of pitches*	Proportion of total†	No. of pitches*	Proportion of total†	No. of pitches*	Proportion of total†	Cumulative No. of pitches*	Proportion of total†
1. Orchard Cvn Ltd	2,811	20.6	2,811	20.6	2,811	23.4	2,811	23.4
2. Coleraine BC‡	963	7.1	3,774	27.7	—	—	—	—
3. Margoth Ltd	840	6.2	4,614	33.9	840	7.0	3,651	30.4
4. Arabesque Ltd	780	5.7	5,394	39.6	780	6.5	4,431	36.9
5. Turkington AA	630	4.6	6,024	44.2	630	5.2	5,061	42.1
6. Turkington T J	556	4.1	6,580	48.3	556	4.6	5,617	46.8
7. Bonny D	474	3.5	7,054	51.8	474	3.9	6,091	50.7
8. Moyle DC‡	444	3.3	7,498	55.0	—	—	—	—
9. Kelly J	380	2.8	7,878	57.8	380	3.2	6,471	53.9
10. O'Neill's Cvn Sales & Distributors Ltd	332	2.4	8,210	60.2	332	2.8	6,803	56.6
11. Deighan B	295	2.2	8,505	62.4	295	2.5	7,098	58.9
12. Colwell H T	276	2.0	8,781	64.4	276	2.3	7,374	61.4
13. Scotts Cvn Distributors Ltd	263	1.9	9,044	66.4	263	2.2	7,637	63.6
14. Chestnutt J	240	1.8	9,284	68.1	240	2.0	7,877	65.6
15. McAllister C	210	1.5	9,494	69.7	210	1.7	8,087	67.3
16. Environment, Dept of (NI)	210	1.5	9,704	71.2	—	—	—	—
17. Patterson & Stevenson	210	1.5	9,914	72.7	210	1.7	8,297	69.1
18. Gough J	200	1.5	10,114	74.2	200	1.7	8,499	70.7
19. Huddlesons Caravans Ltd	200	1.5	10,314	75.7	200	1.7	8,697	72.4
20. McAuley C	186	1.4	10,500	77.0	186	1.5	8,883	73.9
21. Walker B	175	1.3	10,675	78.3	175	1.5	9,058	75.4
22. Gowan W	168	1.2	10,843	79.6	168	1.4	9,226	76.8
23. Rice J L	160	1.2	11,003	80.7	160	1.3	9,386	78.1
24. Crawford E F	159	1.2	11,162	81.9	159	1.3	9,545	79.5
25. Mitchell I	157	1.2	11,319	83.0	157	1.3	9,702	80.8
26. Walker M C	154	1.1	11,473	84.2	154	1.3	9,856	82.0
27. Operators with 101-150 pitches	720	5.3	12,193	89.5	720	6.0	10,576	88.0
28. Operators with 26-100 pitches	1,049	7.7	13,242	97.2	1,049	8.7	11,625	95.8
29. Operators with 1-25 pitches	213	1.6	13,455	98.7	213	1.8	11,838	98.5
30. Unlicensed pitches (private sector)	175	1.3	13,630	100	175	1.5	12,013	100
Total	13,630				12,013			

Source: Based on data provided by Northern Ireland licensing authorities.

* Including pitches for touring caravans.

† These figures are rounded.

‡ These pitches are unlicensed.

APPENDIX 4

(referred to in paragraphs 5.1 and 5.72)

Analysis of evidence submitted by smaller suppliers of reference services—both dealer/site operators and non-dealer/site operators

Other dealer/site operators

1. In this category we identified 14 licence-holders who, between them, had 18 holiday caravan sites supplying 18 per cent of the total of pitches for static holiday caravans available in Northern Ireland. We consider them on a regional basis in the following paragraphs.

(a) Ards Peninsula

2. Of the five remaining dealer/site operators in this region, the two who completed questionnaires (whose sites contained 198 pitches altogether) said that they adopted at least two of the practices described in paragraph 2.17, although they were prepared to relax requirements in certain circumstances.¹ Reasons given for adopting these practices corresponded to those given by dealer/site operators covered in Chapters 4 and 5; eg to control clientele and general standards on the site, to meet caravan owners' expectations that after-sales service would be provided by the site operator, to maintain sales volume and keep pitch fees low with the aid of profits from caravan sales. Both respondents told us that they obtained caravans from other Northern Ireland dealers. Neither permitted sub-letting of caravans on his site, but one said he would allow caravan owners to lend their caravans to friends.

3. The pitch fees on these sites were £80 and £85 in the 1981 season. One site had only a few fully-serviced pitches and no vacancies and the other had no serviced pitches and a few vacancies. In the 1981 season the majority of caravans on both sites had been purchased from the site operator.

(b) North coast

4. Of the three remaining dealer/site operators in this region, one acquired a very small site as an existing business at the time of our inquiry and was not asked to complete a questionnaire. The other two supplied 175 pitches between them. Neither permitted sub-letting of caravans on their sites. The operator of the smaller site told us that he adopted the practices described in paragraph 2.17, for reasons similar to those mentioned previously by other dealer/site operators. He obtained caravans from other Northern Ireland dealers, and over half the caravans on his site in 1981 had been purchased from or through him. All pitches on the site were fully-serviced; pitch fees were £140 in the 1981 season.

5. The operator of the larger site told us that he did not adopt the practices described in paragraph 2.17; 85 per cent of his pitches were made available for touring caravanners in the summer months, owing to the excess, in his view, of holiday caravan sites in the immediate area. (However, he also operated a slightly larger site leased from a licence-holder in the Ards Peninsula

¹ Sources other than our questionnaire indicated that the practices were also adopted by the other three dealer/site operators.

where he did adopt the practices.) He was supplied directly by mainland caravan manufacturers and told us that his unit sales of static holiday caravans had begun to be affected by adverse market conditions; practically all static holiday caravans on his site in 1981 had been purchased from him. Approximately 70 per cent of the pitches on the site had mains water and sewerage services but very few had mains electricity connections; pitch fees were £95 in the 1981 season.

(c) South-east coast

6. We received completed questionnaires from four dealer/site operators in this region. The questionnaires covered five sites altogether, containing in aggregate 1,082 licensed pitches but only 875 developed pitches, as two of the sites had substantially fewer developed pitches than their licences permitted. All four licence-holders told us that they adopted at least one of the practices described in paragraph 2.17. Reasons given for adopting, or on occasion relaxing, the practices corresponded to ones already mentioned but in addition three licence-holders, most of whose pitches were fully serviced, said that the practices helped to finance their development costs; one said that he had not adopted the practices prior to servicing his pitches. One of these three permitted on-site sales of caravans by their owners in return for a 15 per cent commission, while another stipulated that caravans must be removed *before* being offered for sale. Unusually, none of the four licence-holders banned sub-letting.

7. The five sites varied considerably in size—from fewer than 100 pitches to over 400. Pitch fees varied widely also, ranging from £85 to over £165 in the 1981 season. The pitch fees for the largest site—which had full services to all pitches—were in the lower part of the range. Otherwise there was a tendency for the pitch fees to reflect the level of services to individual pitches, although this alone did not account for the variations observed. Neither of the sites which provided full services to all pitches had any vacancies, nor had one other site. Two sites had a substantial number of unlet pitches. On three of the five sites entrance/siting charges were made for caravans which had not been purchased from the site operator. On two sites the proportion of caravans which had been purchased from or through the site operator was 90 per cent or more; the licence-holders of the remaining sites were unable to provide this information.

(d) Other regions

8. Of the two remaining dealer/site operators, whose sites contained an aggregate of 355 licensed pitches in 1982, one told us that he adopted the practices described in paragraph 2.17 on his small site and believed that all of his customers would endorse his methods. Over 90 per cent of the caravans on his site in 1981 had been purchased from or through him. The other licence-holder, whose sites had not yet been developed to their licensed capacity, said that he 'preferred' the customers on his two sites to buy their caravans through him; and 60 per cent of the caravans on the sites in 1981 had been purchased through him. Reasons given by both licence-holders corresponded to ones already mentioned. Both sold used caravans from their own stocks and obtained new caravans from other Northern Ireland dealers as required.

The licence-holder of the smaller site followed the NFSO Code of Conduct for on-site sales of caravans by their owners. As an alternative to selling to him or removing their caravan, he offered customers his services as sole selling agent on their behalf at an agreed price for their caravan and in return for an agreed commission. The other licence-holder stated that in nearly all cases his customers accepted any offer price he might make for their caravan when they wished to sell; rarely, he would take a commission on a customer's on-site sale to a third party. Both licence-holders prohibited sub-letting.

9. The small site had only two or three serviced pitches, and pitch fees in the 1981 season were just over £100. The two larger sites together had mains water and sewerage connections to 60 per cent of the available pitches and mains electricity connections to 30 per cent. Fees for a basic pitch were just under £100 in 1981, rising to £130 for serviced pitches. Both licence-holders had a small proportion of unlet pitches on their sites—around 10 per cent in 1981.

Non-dealer/site operators

10. We received completed questionnaires from 17 licence-holders, each of whom owned one site and did not deal in caravans. Together these sites represented approximately 12 per cent of all the pitches for static holiday caravans in Northern Ireland, and we have considered them on a regional basis in the following paragraphs.

(a) Ards Peninsula

11. Completed questionnaires covered nine sites containing an aggregate of 896 licensed pitches. On five of these on-site selling of caravans by their owners was prohibited except at the discretion of the licence-holder of the site. One licence-holder charged a commission on on-site sales of caravans and he told us this was because the new owner had no trouble finding a site and had no delivery costs to pay. Sub-letting was permitted on two sites, and a fee was charged for this facility. Two licence-holders said that they would recommend a dealer to a customer wishing to buy a caravan, one stipulating that he recommended several dealers. A third licence-holder said that, although he did not sell caravans, he operated the practices described in paragraph 2.17(a) and (b); ie he reserved pitches preferentially for customers who purchased their caravans through him from a dealer he recommended. He also required customers who sold their caravans to remove them from the site. These policies, he said, were adopted to enable him to control the type of caravan and clientele on the site.

12. In the 1981 season pitch fees on the nine caravan sites ranged from £55 to £95 per annum, and the level of fee did not necessarily relate to the mains services provided to individual pitches. On five sites mains water connections were supplied to all (or nearly all) pitches but comparatively few had electricity or sewerage connections; one of these sites had pitch fees in the middle of the range, two had above average fees, while the fees on the other two were at the lower end of the range. Two sites had no mains service connections to individual pitches; in one case the pitch fee was in the middle of the range, while the other was below average; the latter site had an entrance charge equivalent to one year's pitch fee. The licence-holders of the remaining

two sites—both of which had fairly low fees—were unable to give full particulars of services provided to pitches. Five of the nine caravan sites were full, two had very few vacancies and two had over 15 per cent of their pitches vacant in 1981.

(b) North coast

13. Completed questionnaires covered two small sites licensed for an aggregate of 80 pitches. One was a private site run by a golf club and open only to club members. All pitches available on the site were fully-serviced and there were no vacancies. The other site had no serviced pitches but it, also, was well occupied.

(c) South-east coast

14. Completed questionnaires covered four sites licensed for an aggregate of 413 pitches. Two licence-holders permitted on-site sales of caravans by their owners (one stipulating that particulars of the potential purchaser must be provided before the sale was completed); a third charged a commission if an outgoing caravan owner sold his caravan to the person at the head of the waiting list for the site. Sub-letting was permitted on two sites (in one case for an additional fee), banned on one and on the fourth site, was permitted only at the discretion of the licence-holder and on payment of a fee. One licence-holder recommended dealers to customers wishing to buy caravans, and made an entrance/siting charge for replacement caravans purchased by occupants of his site if the caravan had not been purchased through him. He also required customers who sold their caravans to remove them from the site.

15. In 1981 the pitch fees on these sites ranged between £80 and £100. The site at the lower end of the range provided mains water (only) to all pitches; the site at the top end of the range provided mains water and sewerage services to all pitches, but only a few had mains electricity also. Of the two other sites, one had no pitches with mains service connections, while the other provided mains water to all pitches and mains electricity to some. The two most expensive serviced sites made a separate charge for mains service connections; one also charged a £10 premium for 'sea-front' pitches. Two of the four sites had a small proportion of unlet pitches in 1981.

(d) Other regions

16. We received completed questionnaires for two sites, one of which was run by the Department of the Environment for Northern Ireland, who told us that they had acquired it as an existing business on purchasing the Castle Archdale Country Park and its operation was an integral part of the operation of the park. The site was licensed for 210 pitches but a substantial proportion were reserved for touring caravans and tents. Pitch fees varied according to the size of the caravan and a connection charge was made for mains water and sewerage services where these were available. Since the site had a waiting list for static holiday caravan pitches, customers' site-licences were non-transferable and caravans could not be sold on-site except by arrangement with the site manager. When sub-letting was permitted—solely at the discretion of the manager—no extra charge was made. The other licence-holder said that he had no static holiday caravans on his site, only touring caravans.

APPENDIX 5
(referred to in paragraph 6.6)

Annual pitch fees—period 1977 to 1981

	<i>Number of pitches licensed at 31.12.1982</i>	1977 £	1978 £	1979 £	1980 £	1981 £	<i>Average rate of increase %</i>
<i>Group 1—up to 50 pitches</i>							
Glenville CP	30	—	—	—	70	—	—
Ringbuoy CP	30	40	45	50	55	60	10·7
Moygannon CP	36	40	50	65	75	95	24·1
*McLean CP	45	85	95	105	130	140	13·3
Castlerock Golf Club CP	50	—	—	—	—	100	—
<i>Group 2—51 to 100 pitches</i>							
Happyvale CP	56	40	45	45	55	55	8·3
Kirkistown CP	60	40	45	50	55	60	10·7
Tara CP	68	—	—	50	70	80	26·5
Woodlands CP	81	50	50	55	65	70	8·8
*The Ranch CP	60	67	75	85	100	108	12·7
*Rathlin CP	90	50	67	70	75	80	12·5
Beverley Heights CP	53	50	50	75	75	100	18·9
<i>Group 3—101 to 250 pitches</i>							
*Whitehall CP	130	65	65	85	95	95	10·0
*Helen's Bay CP	160	65	65	85	95	95	10·0
The Mill CP	157	40	45	50	55	60	10·7
*Sandilands CP	210	—	—	—	138	168	21·7
*Rosebank CP	108	60	60	75	75	85	9·1
*Coney Island CP	124	65	70	70	75	80	5·3
*Walker's CP	154	—	—	55	65	75	16·8
*Donaghadee CP	130	42	48	56	60	64	11·1
Cranfield CP	200	60	65	70	80	90	10·7
*Silvercove CP	150	75	80	90	90	120	12·5
*Bignian View CP	50	—	—	90	90	120	15·5
*Minerstown CP	160	—	—	—	—	120	—
*Chestnutt CP							
—basic pitch	240	55	55	65	80	85	11·5
—serviced pitch		—	—	130	130	140	3·8
Castle Archdale CP							
—basic pitch	210	60	75	90	109	126	20·4
—serviced pitch		70	85	100	117	140	18·9

	<i>Number of pitches licensed at 31.12.1982</i>	<i>1977 £</i>	<i>1978 £</i>	<i>1979 £</i>	<i>1980 £</i>	<i>1981 £</i>	<i>Average rate of increase %</i>
<i>Group 4—over 250 pitches</i>							
*Seaview CP							
—basic pitch	276	60	65	70	85	100	13.6
—serviced pitch		65	70	100	110	130	18.9
*Benone CP							
—basic pitch	201	45	65	75	85	95	20.5
—serviced pitch		—	—	—	120	130	8.3
*Beach Site							
—basic pitch	94	45	65	75	85	95	20.5
—serviced pitch		—	—	—	120	130	8.3
*Newcastle Trailer CP	432	65	65	75	90	105	12.7
*Castlerock HP							
—basic pitch	240	100	110	115	115	135	7.8
—serviced pitch		145	155	165	175	200	8.4
*Portstewart CP							
—basic pitch	92	150	160	175	210	230	11.3
—serviced pitch		185	195	210	230	250	7.8
*Portrush CP							
—basic pitch	780	—	—	95	120	130	17.0
—serviced pitch		—	—	135	195	215	26.2
*Margoth CP							
—basic pitch	840	90	100	100	135	150	13.6
—serviced pitch		160	180	180	210	230	9.4
*Ballyhalbert CP							
—basic pitch	630	45	50	55	65	75	13.6
—serviced pitch		55	60	65	75	85	11.5
*Sandycove CP							
—basic pitch	160	65	65	75	85	100	11.4
—serviced pitch		90	95	95	103	120	7.5
*Whinney Hill CP							
—basic pitch	98	—	—	75	85	100	15.5
—serviced pitch		—	—	95	103	120	12.4
*Woburn CP	138	—	65	65	65	85	9.4
*Golf Links CP	380	—	150	175	185	200	10.1
*Mourneview CP	300	60	70	80	90	100	13.6
*Solitude CP	250	60	70	80	90	100	13.6
*Golden Sands CP	112	60	65	70	85	100	13.6
*Springvale CP	70	60	65	70	85	100	13.6
*Sunnyholme CP	302	60	65	70	85	100	13.6
*Ballyvester CP	196	60	65	70	85	100	13.6
*Dundela CP	203	55	60	65	75	85	11.5
*Ballyferris CP ¹	450	55	60	65	75	85	11.5
*Windsor Groomsport CP	241	55	60	65	85	95	14.6
*Windsor Newcastle CP	44	55	60	65	85	95	14.6
*Kilklief CP	68	40	45	50	60	60	10.7
*The Hawthorns CP	114	—	—	70	80	90	13.4
*Coolattin CP	226	—	—	—	85	90	5.9
*The Dell CP	235	—	—	—	—	150	—
<i>Group 5—local authority sites</i>							
Juniper Hill CP	405						
Carrick Dhu CP	419	72/	82/	90/	100/	115/	12.5/
Ballintrae CP	110	88	102	115	135	155	15.2
Marina CP	29						
Cushendall CP	46	75/	80/	100/	125/	145/	17.9/
		100	105	150	180	210	20.4
Cushendun CP	48	95/	100/	120/	140/	160/	13.9/
		130	135	175	215	245	17.2
Moyle View CP	350	65/	70/	90/	110/	125/	17.8/
		125	130	170	200	230	16.5

* Sites where static holiday caravans were made available to customers for purchase from or through the site operator.

(1) In March 1983, just before the completion of our inquiry, Orchard Caravans Ltd sold this site to Mr T J Turkington (see paragraph 4.6).

Index

- ABI** *see* **ABI Caravans Limited**
- ABI Caravans Limited**
evidence submitted, 1.5
supply of static holiday caravans to Orchard Caravans Limited, 4.29–4.30
views expressed, 7.31–7.33
- Arabesque Limited**
financial results, 5.52
ownership of Portrush Caravan Park, 5.37, 5.40
views on: customer complaints, 8.31–8.33; effect of competition in the supply of caravans, 8.18; linking provision of pitches to the sale of caravans, 8.9; re-sale of caravans, 8.22–8.23
- Atlas Caravan Company Limited**
trade with Northern Ireland dealers, 5.14–5.15
- Background to the report**, 2.1–2.18
- Ballyferris Caravan Park**
sale by Orchard Caravans Limited to Mr T J Turkington, 5.4
- Ballyhalbert Caravan Park**
acquisition by Mr A A Turkington, 5.4
amenities provided, 5.27
financial results, 5.32–5.36
historical development, 5.23
licensing policy, 5.28
pitch fees, 5.25–5.26
pitch letting policy, 5.24
rate of return on capital employed, 5.35
sales of static holiday caravans, 5.30–5.31
sub-letting policy, 5.29
- Borough and district councils**
evidence submitted, 1.4
- British caravan manufacturers**
evidence submitted, 1.4
- British Tourist Authority**
declined to give evidence, 1.4
- Caravan Club**
declined to give evidence, 1.4
- Caravan parks**
licensing requirements, 2.11
- Caravans**
definition of categories, 2.9–2.10; within the scope of the inquiry, 2.11
- Castlerock Holiday Park**
acquisition by O'Neill's Caravan Sales and Distributors Limited, 5.58
- Coastline** *see* **Coastline Caravans Limited**
- Coastline Caravans Limited**
amenities provided, 5.7
analysis of sales turnover for static holiday caravans, 5.12–5.13
financial results, 5.22
- Coastline Caravans Limited—continued**
formation and size, 5.4
licensing policy, 5.8
pitch fees, 5.9–5.11
rate of return on capital employed, 5.22
retail operation, 5.14–5.17
retailing policy, 5.18
- Coleraine Borough Council**
operation of sites and pitches, 3.9
- Complex monopoly situation** *see* **Monopoly situation: conclusions and recommendations of the report**
- Confederation of British Industry**
declined to give evidence, 1.4
- Consumers' Association**
declined to give evidence, 1.4
- Cosalt** *see* **Cosalt Holiday Homes Limited**
- Cosalt Holiday Homes Limited**
evidence submitted, 1.5
views expressed, 7.34
- Dealer/site operators** *see* **Site operators**
- Department of Commerce for Northern Ireland** *see* **Department of Economic Development**
- Department of Economic Development**
assistance given to the Monopolies and Mergers Commission, 1.7
- Department of the Environment for Northern Ireland**
evidence submitted, 1.4–1.5
operation of a park and pitches, 3.8–3.9
role in planning permission for static holiday caravan sites, 3.14–3.20, 3.38, 7.1–7.9
- Department of Trade**
action in negotiations with NFSO and NCC for a voluntary Code of Practice regulating holiday caravan sites in the United Kingdom, 2.14
Development plans, 7.2–7.5, 7.8
- Director General of Fair Trading** *see* **Office of Fair Trading**
- Distributor outlets of caravan supplies from mainland manufacturers**
evidence submitted, 1.4
- Evidence**
submission, 1.3–1.7
- Geographical location**
of holiday caravan sites and pitches, 3.12–3.13
- Golf Links Caravan Park**
caravan dealing, 5.56
historical development, 5.53
pitch fees and mains services, 5.55
site operation policy, 5.54

References are to paragraph numbers, not page numbers

- Holiday caravan sites**
licensing requirements, 2.11
- J M Wreath & Co**
business activities, 5.37
management of Margoth and Portrush parks, 5.42-5.48
takes over management of Portrush Caravan Park, 5.41
views on: customer complaints, 8.31-8.33; effect of competition in the supply of caravans, 8.18; linking provision of pitches to the sale of caravans, 8.9; re-sale of caravans, 8.22-8.23
- Kennedy, J**
business activities, 5.2
- Licence-holder**
definition, 2.3
- Licence—holders**
analysis of financial information supplied in response to questionnaire from the Monopolies and Mergers Commission on: rates of return on capital employed, 6.4, 6.15; trading results, 6.9-6.14
evidence submitted, 1.4, 1.6
financial information supplied in response to questionnaire from the Monopolies and Mergers Commission, 6.1-6.5
- Licensing**
requirements for caravan parks and holiday caravan sites, 2.11
- Local authorities**
issue of licences for holiday caravan sites, 3.12-3.13
management of commercially-operated unlicensed sites, 2.8
operating holiday caravan sites supplying financial information in response to questionnaire from the Monopolies and Mergers Commission, 6.1-6.5
- Margoth Caravan Park**
amenities provided, 5.46
historical development, 5.38-5.39
licensing policy, 5.47
pitch fees, 5.44-5.46
pitch letting policy, 5.42-5.43
size, 5.37
sub-letting policy, 5.48
- Margoth Caravans**
sales company of J M Wreath & Co, 5.37
sales of static holiday caravans, 5.49-5.50
- Margoth Limited**
financial results, 5.51
ownership of Margoth Caravan Park, 5.37
views on: customer complaints, 8.31-8.33; effect of competition in the supply of caravans, 8.18; linking provision of pitches to the sale of caravans, 8.9; re-sale of caravans, 8.22-8.23
- Minerstown Caravan Park**
ownership and size, 5.2, 5.4
pitch fees, 5.11
- Monopolies and Mergers Commission**
assistance received from Department of Economic Development, 1.7
conclusions and recommendations of the report, 9.1-9.44
provisional conclusion of monopoly situation existence, 1.6
survey of the markets for static holiday caravan pitches and caravans including main site operators and dealer/site operators, 3.21-3.41
terms of reference for the inquiry, 1.1-1.2, 2.1-2.2
voluntary Code of Practice; recommendation of the report, 9.39-9.44
- Monopoly situation: conclusions and recommendations of the report**
complex monopoly 1.6, 9.5-9.7, 9.17, 9.25, 9.33, 9.42, 9.44
consideration of the issues which affect competition, 9.1-9.2, 9.9-9.10; in caravan sales, 9.18-9.25; in caravan sales by individual owners, 9.26-9.28; in provision of pitches, 9.29-9.34; integration of caravan dealing with site operation, 9.11-9.17; prospects in the industry, 9.35-9.38
scale monopoly, 9.3-9.4, 9.35
summary, 9.44
- Moyle District Council**
operation of parks and pitches, 3.9
- National Caravan Council Limited**
action in negotiations for a Code of Practice regulating holiday caravan sites in the United Kingdom, 2.14-2.16
evidence submitted, 1.4, 1.6
function, 7.10
views expressed on: caravan owners wishing to replace static holiday caravans on site purchasing replacement models via site operators, 7.20, 7.23; caravan owners wishing to sell static holiday caravans either selling them via site operators or removing them from the sites, 7.21-7.23; reservation of pitches on sites for purchasers of static holiday caravans via site operators, 7.13-7.19, 7.23; sale of static holiday caravans via site operators, 7.11-7.12
- National Caravan Council Limited Ulster Division**
views expressed, 7.24-7.30
- National Federation of Site Operators Limited**
action in negotiations for a Code of Practice regulating holiday caravan sites in the United Kingdom, 2.14-2.16
evidence submitted, 1.4, 1.6

References are to paragraph numbers, not page numbers

National Federation of Site Operators Limited
—continued

function, 7.10
views expressed on: caravan owners wishing to replace static holiday caravans on site purchasing replacement models via site operators, 7.20, 7.23; caravan owners wishing to sell static holiday caravans either selling them via site operators or removing them from the sites, 7.21–7.23; reservation of pitches on sites for purchasers of static holiday caravans via site operators, 7.13–7.19, 7.23; sale of static holiday caravans via site operators, 7.11–7.12

National Federation of Site Operators Limited
Ulster Division
views expressed, 7.24–7.30

NCC *see* National Caravan Council Limited

NFSO *see* National Federation of Site Operators Limited

NICC *see* Northern Ireland Consumer Council

NICOA *see* Northern Ireland Caravan Owners' Association

Non-dealer/site operators *see* Site operators

Northern Ireland Caravan Owners' Association

aims, 7.37; attitude taken to the NICC draft model agreement for caravan site operations, 7.40, 7.43; concern expressed at problems experienced by owners of static holiday caravans, 7.38–7.40, 7.43, 7.46–7.47; dissent from draft Code of Practice proposed by NCC and NFSO, 7.43 (Appendix 2); evidence submitted, 1.4–1.5, 7.36; trying to agree a Code of Practice with other organisations, 7.39; views expressed including recommendations for future action, 7.43–7.44

Northern Ireland Committee of the Irish Congress of Trades Unions
declined to give evidence, 1.4

Northern Ireland Consumer Council
aims, 7.37; concern expressed at problems experienced by owners of static holiday caravans, 7.38, 7.46–7.47; co-operation with other organisations in trying to agree a Code of Practice, 7.39; evidence submitted, 1.4–1.5; formulating draft model agreement for caravan site operations, 7.40; views expressed including recommendations for future action, 7.41–7.42, 7.45, 7.47

Northern Ireland Regional Physical Development Strategy 1975–1995, 7.2

Northern Ireland Tourist Board
declined to give evidence, 1.4

Office of Fair Trading

action in negotiations for a Code of Practice for the selling, buying and siting of holiday caravans, 2.15–2.16

Draft Code of Practice—Selling, Buying and Siting Holiday Caravans, 2.16, Appendix 2, 7.46

O'Neill's Caravan Sales and Distributors Limited

caravan dealing and distribution, 5.63; general policy, 5.59–5.61; operating activity, 5.57–5.58; pitch fees, 5.60–5.62

Orchard Caravans Limited

financial performance, 4.37–4.40

guarantees relating to continuing pitch occupation, 4.19–4.21

historical development, 4.1–4.7; lending and hiring policy, 4.22–4.23

market share in the operation of parks and pitches, 3.10, Appendix 3

pitch fees, 4.12–4.15

policy for letting pitches, 4.8–4.9, 4.11

rate of return on average capital employed, 4.40

reasons for linking provision of pitches to the sale of caravans, 8.1–8.3, 8.12; views on: competition in the supply of pitches including the level of fees raised, 8.10–8.12; customer complaints, 8.24–8.27; effect of competition in the supply of caravans, 8.14–8.15; re-sale of caravans, 8.19

retailing: operation, 4.29–4.32; policy, 4.33–4.36

role in marketing static holiday caravans, 4.8–4.11

sales turnover analysis, 4.24–4.28

site improvements, 4.16–4.18

Park operator

definition, 2.11

Pitch fees

analysis of financial information supplied in response to questionnaire from the Monopolies and Mergers Commission, 6.6–6.8; annual pitch fees—period 1977 to 1981, Appendix 5

Pitches for static holiday caravans

fees charged, 3.32–3.33

linking availability to caravan sales, 3.25–3.28, 3.37

numbers, 3.7–3.8

park ownership and pattern of control, 3.9–3.11, Appendix 3

site density, 3.34

subject of survey by the Monopolies and Mergers Commission, 3.21–3.41

undeveloped and unlet pitches, 3.35–3.39

waiting lists, 3.39

- Planning permission
 - considerations, 3.14–3.20
 - legal requirements, 2.4
- Portrush Caravan Park
 - amenities provided, 5.46
 - historical development, 5.40
 - licensing policy, 5.47
 - pitch fees, 5.44–5.45
 - pitch letting policy, 5.42–5.43
 - sub-letting policy, 5.48
- Portstewart Caravan Park
 - acquisition by O'Neill's Caravan Sales and Distributors Limited, 5.58
- Private individuals
 - views expressed, 7.48–7.49
- Public interest
 - conclusions of the report, 9.9, 9.25, 9.33
 - considerations, 1.6, 7.11, 7.15, 8.1, 8.14
- Sandy Cove *see* Sandy Cove Caravan Sales
- Sandy Cove C P *see* Sandy Cove Caravan Park
- Sandy Cove Caravan Park
 - amenities provided, 5.7
 - analysis of sales turnover for static holiday caravans, 5.12–5.13
 - licensing policy, 5.8
 - location and size, 5.2, 5.4
 - operating policy of Mr T J Turkington, 5.5
 - ownership, 5.3
 - pitch fees, 5.9–5.11
- Sandy Cove Caravan Sales
 - financial results, 5.19–5.21
 - ownership, 5.2
 - rate of return on capital employed, 5.21
 - retail operation, 5.14–5.17
 - retailing policy, 5.18
- Scale monopoly situation *see* Monopoly situation: conclusions and recommendations of the report
- Seaview Caravan Park
 - licence held by Seaview Caravan Sales, 5.64
- Seaview Caravan Sales
 - caravan dealing and distribution, 5.69–5.71; operating activity, 5.64–5.65; pitch fees and mains services provided, 5.68; site operation policy, 5.66–5.67
- Site licences
 - conditions, 2.5–2.6
- Site licensing
 - exemption provisions, 2.7, 2.11
- Site operators
 - analysis of evidence submitted by smaller suppliers of reference services—both dealer/site operators and non-dealer/site operators, 5.1, 5.72, Appendix 4
 - arrangements with static holiday caravan owners, 2.13
 - dealing practices, 3.40–3.41
 - definition, 2.11
 - subject of survey by the Monopolies and Mergers Commission, 3.21–3.41
- Static holiday caravans
 - dealing practices, 3.40–3.41
 - definition, 2.11
 - distributors, 3.42, 3.44–3.45, 3.51
 - examination of major distributors' profit margins on caravan sales, 6.16–6.17
 - historical development in Northern Ireland, 3.1–3.5, 7.25–7.26
 - importance in Northern Ireland, 2.18, 3.5
 - manufacture, 3.42–3.43, 3.46–3.48
 - owners' arrangements with site operators, 2.13
 - owners' complaints, 2.17
 - price factors, 3.49–3.52
 - sales by Sandy Cove and Coastline, 5.12–5.13
 - standards of services provided, 3.29–3.31; relationship to pitch fees charged including operating practices, 3.32
 - subject of survey by the Monopolies and Mergers Commission, 3.21–3.41
 - types of caravan sites on the main land, 3.6
- Static holiday caravan pitches
 - historical development in Northern Ireland, 3.1–3.5, 7.25–7.26
- Terms of reference for the inquiry, 1.1–1.2; 2.1–2.2
- Trades Union Congress
 - declined to give evidence, 1.4
- Tudor *see* Tudor Caravans Limited
- Tudor Caravans Limited
 - evidence submitted, 1.5
 - sale of caravans to Margoth Caravans, 5.49
 - views expressed, 7.35
- Turkington, A A
 - acquisition of Ballyhalbert Caravan Park, 5.4
 - business activities, 5.4
 - reasons for linking provision of pitches to the sale of caravans, 8.5–8.8; views on: competition in the supply of pitches including the level of fees raised, 8.13; customer complaints, 8.28–8.30; effect of competition in the supply of caravans, 8.16–8.17; re-sale of caravans, 8.20–8.21
- Turkington, T J
 - caravan dealing, 5.3
 - holiday caravan site licence-holding, 5.2–5.3
 - operating policy of static holiday caravan sites, 5.5–5.8
 - reasons for linking provision of pitches to the sale of caravans, 8.4, 8.6–8.8; views on: competition in the supply of pitches including the level of fees raised, 8.13; customer complaints, 8.28, 8.30; effect of competition in the supply of caravans, 8.16–8.17; re-sale of caravans, 8.20, 8.21
- Tying-in arrangements
 - pitch provision with sales of caravans, 2.16–2.17

References are to paragraph numbers, not page numbers

Undeveloped pitches
including reference to operating practice,
3.35-3.39

Unlet pitches
including reference to operating practice,
3.35-3.39

Unlicensed sites
competitive situation in relation to licensed
sites, 2.8
definition, 2.2

Whinney Hill Caravan Park
acquisition by Mr A A Turkington, 5.4
location and size, 5.2
pitch fees, 5.11

Woburn Caravan Park
leaseholding by Mr A A Turkington, 5.4
location and size, 5.2
operating policy of Mr T J Turkington, 5.5
pitch fees, 5.10

Wreath *see* J M Wreath & Co.

References are to paragraph numbers, not page numbers

Printed in the UK for Her Majesty's Stationery Office
Dd 401966 PS 3406047 C 20 7/83 (7369)