

Mr and Mrs Picken  
Pitch 54 Lenchford Meadow Park  
Shrawley  
Worcester  
Worcestershire  
WR6 6TB

14 November 2022  
Our ref: AAM/PDK/B00990-0007  
Direct: 01392 209572

By first class post, recorded delivery and also by email to:  
[contact@stuartpicken.co.uk](mailto:contact@stuartpicken.co.uk)

## Notice of breach

Dear Sir and Madam

**Our Client: Mrs Mary Bendall t/a Lenchford Meadow Park**  
**Property: Pitch 54 Lenchford Meadow Park Shrawley Worcester Worcestershire**  
**WR6 6TB ("the Holiday Caravan and Pitch")**  
**Lenchford Meadow Park Shrawley Worcester Worcestershire WR6 6TB ("the Park")**

We act for Mrs Mary Elsie Bendall t/a Lenchford Meadow Park, who is the owner and operator of the Park. Our client's address for service is Lenchford Meadow Park, Shrawley, Worcester, Worcestershire, WR6 6TB.

The terms under which you are entitled to station your Holiday Caravan on the Park are contained in a licence agreement dated 30 September 2009 ("the Agreement").

Clause 11 of your Agreement deals with termination. By clause 11.2:

*"If you are in breach of any of your obligations under this licence agreement which is capable of being remedied (e.g. such as a failure to comply with the behaviour standards in clause 5, or a failure to repair the caravan (clause 4(6)) or to pay pitch fees promptly (clause 4(3)), we may write giving you warning, specifying the breach and asking you to remedy the breach within a reasonable and specified time. If you do not comply with that warning and the breach is either serious and/or amounts to persistent breaches of obligation which taken individually would be minor but which taken together cause a breakdown in the relationship between us, we are entitled to write to you to end the licence agreement and to require you to make arrangements with us for the removal of the caravan from the park within 28 days."*

The Agreement also contains your obligations. In particular clause 4 provides:

*"4.1 To comply with the terms of this licence agreement and the park rules."*

*4.2 To use the caravan only for holiday and recreational purposes (and not as your only or main permanent residence). You agree to produce to us in response to a written request satisfactory proof that your main residence is at the address registered with us (see part 1 of this agreement), such as a council tax bill, utility bill or driving licence in your name. You agree to inform us in writing of any change in your permanent residence.”*

Our client believes that you have been occupying the Holiday Caravan as your main or only residence in breach of clauses 4.1 and 4.2 above.

Our client cannot allow this to continue, because it would be a breach of the terms of the Park's planning permission and site licence. It would also amount to a breach of the terms of the Agreement.

### **Notice to remedy**

This letter constitutes formal notice to you to remedy the above breach by taking the following steps:

1. If you do not currently have an alternative, residential address, then you must make urgent arrangements to ensure that you cease to occupy the Holiday Caravan on a residential basis. Our client is prepared to allow you up to 8 weeks to make these arrangements. Therefore, you must secure alternative residential accommodation **by Monday 9 January 2023**.
2. Our client must be kept fully informed of any developments in your search for alternative accommodation. Please let us, or our client, know within the next 14 days (**by Monday 28 November 2022**) what steps you are taking to remedy the position. If our client does not hear from you in this time, they will take this as an indication that you do not intend to remedy the breach.
3. Once you have secured alternative residential accommodation, please provide our client with proof of that residential address. Please provide two forms of evidence each from the list below:
  - Council tax bill for 2022/2023; and
  - One of:
    - i. Other utility bill dated within the last 3 months (not a mobile telephone bill);
    - ii. Driving licence;
    - iii. Bank statement dated within the last 3 months; or
    - iv. HMRC tax notification for 2022/2023.

If you are unable to provide a council tax bill, please explain why this is the case. Our client may ask you to provide other evidence in place of a council tax bill.

4. If you have not been using the Holiday Caravan as your main or only residence, our client would be grateful if you would provide proof of your alternative, residential address. Our client is entitled to make this request to satisfy themselves, and the local authority, that there is no residential misuse at the Park.

Please provide two forms of evidence each from the list above.

### Timescales

Please provide copies of your documents within the next 14 days, namely, **by Monday 28 November 2022**.

If you do not currently have alternative accommodation, please inform our client of the steps that you are taking to remedy the position **by Monday 28 November 2022**. You must secure alternative accommodation **by Monday 9 January 2023**.

Our client appreciates that you may need time to make arrangements. Our client may consider extending the time mentioned above if you can show that steps are being taken to find an alternative residence. However, our client is under no obligation to do so.

The situation cannot continue indefinitely, and our client would like to receive confirmation from you that steps are being taken to find alternative accommodation as soon as reasonably practicable.

Our client also needs to update the local authority and confirm that action is being taken by those who are currently living in their holiday caravans.

Please, therefore, do not ignore this letter. A failure to respond may result in our client taking further steps against you.

### Next steps

If you respond to this letter with evidence to show that you are actively seeking alternative accommodation, then our client will allow you until **Monday 9 January 2023** to finalise these arrangements.

However, if you fail to respond to this letter within the next 14 days with an update on any steps that are being taken (**by Monday 28 November 2022**), then our client would be entitled to write to you to bring the Agreement to an end. Once the Agreement has ended, you will no longer have the right to station your Holiday Caravan at the Park. Our client will then give you notice to remove your Holiday Caravan and vacate the Pitch in accordance with the Agreement (clause 13).

We trust this action will not prove necessary.

### Legal advice

You may wish to take independent legal advice regarding the contents of this letter.

Free legal advice is available from Citizens Advice - <https://www.citizensadvice.org.uk/>  
Tel: 03444 111 444.

Yours faithfully



TOZERS LLP  
Email: a.musson@tozers.co.uk