

EKOS Group – Terms & Conditions

1. Definitions

In these terms & conditions (the “**Conditions**”):

“**Agreed Specifications**” means as defined in clause 7.4.

“**Agreement**” means the agreement between you and us for the sale of the Park Home and any Decking pursuant to the Transaction Documents.

“**Business Day**” means a day (other than a Saturday, Sunday, or public holiday) on which banks in England and Wales are generally open for normal business.

“**Contact Details**” means your name, residential address, email address and phone number.

“**Customer**” means the customer named in the Transaction Documents.

“**Customer Reservation Form**” means a customer reservation form entered into between you and us for the reservation of a Pitch.

“**Decking**” means any decking to be installed on the Pitch.

“**Decking Manufacturer**” means a manufacturer selected by us to manufacture Decking.

“**Ekos Group**” means the Park Owner, together with any company that controls it, is controlled by it, or is under common control with it, as defined in section 1159 of the Companies Act 2006.

“**Facilities Manager**” means LT Management Services Limited, a company incorporated in England and Wales under company number 2159755 and whose registered office is at 31 Haverscroft Industrial Estate, New Road, Attleborough, Norfolk, NR17 1YE, together with any additional or replacement facilities management company as may be appointed by the Park Owner or any member of the Ekos Group from time to time.

“**Handover Date**” means the date when the Park Home is to be handed over to you.

“**Indicative Purchase Price**” means as defined in clause 7.5.

“**Manufacturer**” means the manufacturer of the Park Home named in the Customer Reservation Form and the New Home Order Form.

“**New Home Order Form**” means an order form entered into between you and us for the order of the Park Home.

“**Park**” means the “Park” as defined in the Customer Reservation Form.

“**Park Bank Account**” means the Park Bank Account as defined in the Customer Reservation Form, or such other bank account as may be communicated by us to you in writing from time to time.

“**Park Home**” means the residential park home (including any Decking) described in the New Home Order Form and the Unit Sale Agreement which is to be purchased by you from us and sited on the Pitch pursuant to the Transaction Documents.

“**Park Owner**” means the park owner named in the Transaction Documents.

“**Park Owner’s Representatives**” means any director, officer or employee of the Park Owner (or any director, officer or employee of any member of the Ekos Group) and any agent of the Park Owner or the Ekos Group, including, without limitation, any director, officer, employee of the Facilities Manager.

“**Park Rules**” means any rules applicable from time to time to your use and occupation of the Park Home and the Pitch which are made by us in accordance with Chapter 2 of Part 1 of the Mobile

Homes Act 1983 and the Mobile Homes (Site Rules) (England) Regulations 2014, a copy of which has been provided to you and which are displayed on the Park.

“Party” means a party to the Transaction Documents.

“Pitch” means the pitch on the Park which has been reserved by you, subject to these Conditions, under the Customer Reservation Form.

“Pitch Reservation” means as defined in clause 3.1.

“Pitch Reservation Deposit” means the “Pitch Reservation Deposit” as defined in the Customer Reservation Form.

“Production Date” means the date on which an order is placed by us with the Manufacturer for the manufacture of the Park Home in accordance with clause 11.1.

“Production Deposit” means as defined in clause 7.2.

“Purchase Price” means the amount payable by you to us for the purchase of the Park Home and any Decking as set out in the Unit Sale Agreement, calculated as the Indicative Purchase Price plus, where applicable, any amendments to the Indicative Purchase Price agreed pursuant to clause 11.2. The Purchase price includes transportation of the Park Home to the Park, siting it on the Park, installation of any Decking and connecting the Park Home to the Park’s services.

“Show Home” means a park home which is already sited on the Park, whether or not the same has in fact been used by the Park Owner as a demonstration or show home.

“Site Licence” means the licence issued to us by the relevant local authority under Part 1 of the Caravan Sites and Control of Development Act 1960 authorising the use of the Park as a residential caravan site, including any conditions attached to it and any variations or replacements of it from time to time.

“Transaction Documents” means any Customer Reservation Form, New Home Order Form and/or Unit Sale Agreement entered into between you and us.

“Unit Sale Agreement” means an agreement between you and us for the sale of the Park Home.

“Written Statement” means a written statement to be given by us to you under the Mobile Homes Act 1983, including the express terms and the implied terms set out in Schedule 1 to that Act, as the same may be amended, updated or replaced from time to time.

“us” or **“we”** means the Park Owner.

“you” means the Customer.

Phase 1 – Reservation of Pitch

2. Payment of Pitch Reservation Deposit

- 2.1. On or before the date of the Customer Reservation Form, you must pay us the Pitch Reservation Deposit in accordance with clause 2.2 below. We will hold the Pitch Reservation Deposit subject to the terms of these Conditions.
- 2.2. Payment of the Pitch Reservation Deposit may be made in person, by card or by electronic transfer to the Park Bank Account.

3. Reservation of Pitch

Subject to these Conditions, and once you have paid us the Pitch Reservation Deposit, we will reserve your chosen Pitch at the Park (the **“Pitch Reservation”**) for future occupation by you

pending completion of your purchase of the Park Home from us pursuant to the terms of the Transaction Documents.

4. Show Homes

- 4.1 If the Park Home you intend to purchase is a Show Home, clauses 7-11 inclusive of these Conditions will not apply to your Agreement.
- 4.2 Signing a Pitch Reservation Form does not commit us to selling you a specific Show Home. Show Homes are owned by us until you have:
 - (a) paid us the balance of the Purchase Price; and
 - (b) signed a Unit Sale Agreement for the Show Home.
- 4.3 If we sell the Show Home you were intending to purchase after you have paid us the Pitch Reservation Deposit but before the Handover Date, then:
 - (a) we may offer to sell you a different Show Home of a comparable specification on a different Pitch; or
 - (b) you may request a refund of your Pitch Reservation Deposit.

5. Cancellation of Pitch Reservation

- 5.1. If you signed the Customer Reservation Form online you have a legal right to change your mind and to receive a refund of the Pitch Reservation Deposit. This is subject to some conditions, as set out below.
- 5.2. Subject to clauses 5.3, 5.4, 5.5 and 5.6 below, either you or we may cancel the Pitch Reservation for any reason by giving not less than five (5) Business Days' notice to the other party in accordance with clause 20.
- 5.3. Provided you have complied with clause 6 below, we may not cancel the Pitch Reservation until at least three months have elapsed since the date of the Customer Reservation Form. If you fail to comply with clause 6, we may give you notice to cancel the Pitch Reservation. In either event, we will refund the Pitch Reservation Deposit to you within five (5) Business Days following the date of cancellation of the Pitch Reservation provided.
- 5.4. You may not cancel the Pitch Reservation on or after the Production Date without our written consent.
- 5.5. If you or we give notice to cancel the Pitch Reservation prior to the Production Date, we will refund the Pitch Reservation Deposit to you within five (5) Business Days following the date of receiving your notice of cancellation of the Pitch Reservation.

5.6. If you or we give notice to cancel the Pitch Reservation on or after the Production Date, the Pitch Reservation Deposit will not be refunded.

6. **“Know Your Customer” checks**

As soon as reasonably practicable following the date of the Customer Reservation Form (and in any event within 10 Business Days), you shall provide us with copies of two forms of identification (the **“Customer KYC Information”**), comprising:

- (a) one form of photographic identification, being a valid passport or a valid UK driving licence; and
- (b) one form of proof of address, being a council tax statement, bank statement, or utility bill dated within the last 3 months showing your current residential address.

Phase 2 – Pre-Production Phase

7. **Design Process**

- 7.1. As soon as reasonably practicable following the date of the Customer Reservation Form, you and we will use reasonable endeavours to arrange a date for a design meeting with the Manufacturer to prepare and finalise the model, design specifications and any extras for the Park Home. You agreed that we may share your Contact Details with the Manufacturer for these purposes. Where you have selected decking to be added to the Park Home, you agree that we may also share your Contact Details with the Decking Manufacturer.
- 7.2. If you wish to select a level of customisation which we (in our sole discretion) consider would impact our ability to re-sell the Park Home to another customer if your purchase of the Park Home does not proceed for any reason, we reserve the right to require you to pay us an additional deposit (the **“Production Deposit”**) before we will agree to order the Park Home from the Manufacturer.
- 7.3. We will communicate with you throughout the design process and will identify any customisations which, if selected by you, may give rise to a requirement for payment of a Production Deposit and the likely amount of such Production Deposit.
- 7.4. Once finalised, we will send you details of the model, customisation options and extras of the Park Home (including any Decking) (the **“Agreed Specifications”**) in a New Home Order Form, which will also set out the indicative purchase price and the required Production Deposit (if any).
- 7.5. You and we agree that the Agreed Specifications set out in the New Home Order Form will be definitive and binding on you and us and supersede any prior discussions between you and us, our Representatives, the Manufacturer and/or the Decking Manufacturer. It is your responsibility to ensure that you are satisfied that the Agreed Specifications are correct before signing the New Home Order Form.
- 7.6. You acknowledge that we cannot guarantee that the prices of the Manufacturer or the Decking Manufacturer will remain the same between the date of the New Home Order Form and the Production Date and that the purchase price of the Park Home and any Decking set out in the New Home Order Form (the **“Indicative Purchase Price”**) is indicative only. Any changes in pricing which may arise between these dates will be dealt with in accordance with clause 11.2 below.

8. **Source of Funds and Anti-Money Laundering**

8.1. Before proceeding to production, we will require the following information from you:

- 7.1.1 Confirmation of the source of funds which will be used by you to purchase the Park Home.

7.1.2 Where the source of funds involves the sale of an existing property, details of the existing property being sold and whether you would like to use our part-exchange or managed sale options to assist with your sale; and

7.1.3 The Customer KYC Information.

8.2. For the purposes of clause, 8.1.3, Identification may be provided by (a) production of the original documents, in which case we may take and retain copies; or (b) provision of certified copies of the documents, certified as true copies of the originals by an appropriate professional. For the purposes of this clause, an appropriate professional includes a solicitor, barrister, chartered legal executive, notary public, accountant, bank official, or any other professional person of standing authorised to certify documents in the United Kingdom.

8.3. Any copies of identification documents retained by us shall be kept securely and used only for the purposes set out in this clause, in accordance with applicable data protection legislation.

Phase 3 – Order and Manufacture of Park Home

9. Confirmation of Funds

9.1. Prior to us placing an order with the Manufacturer to manufacture the Park Home , we will require evidence that you have sufficient funds available to proceed with the transaction as follows:

9.1.1. If you are funding the acquisition of the Park Home in full or in part from savings, a copy of a bank statement or letter from your bank showing a balance equal to or in excess of the remaining sum payable to purchase the Park Home (including any Decking);

9.1.2. If you are funding the acquisition of the Park Home in full or in part from the sale of an existing property, satisfactory evidence of your ownership of the relevant property and: (i) if you are selling through a private sale process managed by the Customer, satisfactory evidence that you have accepted a subject to contract offer for the property for a net sale price that is sufficient to fund the purchase of the Park Home (including any Decking); or (ii) confirmation that you have entered into a part-exchange arrangement or managed sale agreement with an entity approved by us (in our sole discretion).

10. Completion of New Home Order Form and Payment of Production Deposit

10.1. Prior to us placing an order with the Manufacturer to manufacture the Park Home, we will require you to complete, sign and return the New Home Order Form to us.

10.2. If the New Home Order Form provides for payment of a Production Deposit, you must pay us the Production Deposit in accordance with Clause 10.23 below before we will place an order for the Park Home with the Manufacturer.

10.3. Payment of the Production Deposit may be made in person, by card or by electronic transfer to the Park Bank Account.

10.4. If you signed the New Home Order Form online you have a legal right to change your mind and to receive a refund of any Production Deposit you have paid. This is subject to some conditions, as set out below.

10.5. If you change your mind, you must let us know by giving us notice in accordance with clause 20 no later than 14 days after the date when you completed the New Home Order Form.

10.6. If you give notice to cancel the New Home Order Form prior to the Production Date, we will refund any Production Deposit to you within five (5) Business Days following the date of receiving your notice of cancellation of the New Home Order Form.

10.7. If you give notice to cancel the New Home Order Form on or after the Production Date, any Production Deposit paid will not be refunded.

11. Order of Park Home

11.1. Subject to receipt by us of (i) the completed and signed New Home Order Form, (ii) satisfactory evidence that you have the funds to complete your purchase of the Park Home in accordance with clause 9.1, and (iii) the Production Deposit (if any) in cleared funds, we will place orders:

- (a) with the Manufacturer for the Park Home; and
- (b) with the Decking Manufacturer for the purchase of any Decking

in accordance with the Agreed Specifications.

11.2. If the prices of the Manufacturer and/or the Decking Manufacturer have changed between the date of the New Home Order Form and the Production Date, we will communicate any change in the Indicative Purchase Price to you prior to us placing an order with the Manufacturer or the Decking Manufacturer. In these circumstances, you may adjust the Agreed Specifications to adjust the final purchase price accordingly. You and we will sign an amended New Home Order Form to reflect the updated pricing and any amendments to the Agreed Specifications.

11.3. We will then place an order for the Park Home and any Decking as soon as possible following receipt of the amended New Home Order Form and the other documents/requirements set out in clause 11.1 above.

11.4. We will confirm the Production Date to you as soon as reasonably practicable following placing order with the Manufacturer and (if relevant) the Decking Manufacturer pursuant to this clause 11.

11.5. Once the Park Home and any Decking have been ordered from the Manufacturer and the Decking Manufacturer, you acknowledge that the design and specification of the Park Home and any Decking are finalised and that it may not be possible to make any further changes to the design of specification of the Park Home or the Decking. If, after the Production Date, you request any changes to the Agreed Specifications and it is possible for the Manufacturer or the Decking Manufacturer (as the case may be) to accommodate these, you acknowledge that:

- (a) any such changes are subject to our discretion; and
- (b) if we approve any such changes, any additional costs payable by us to the Manufacturer and/or the Decking Manufacturer as a result of changes you have requested on or after the Production Date will be payable by you and added to the Purchase Price payable by you.

Phase 4 – Transfer of Ownership, Handover and Moving in

12. Handover Date

12.1. Any estimated date or period given for the Handover Date is approximate only and we shall not be liable for any delay which occurs as the result of any cause beyond our reasonable control. If the Handover Date is delayed by an event outside our control, then we will contact you as soon as possible to let you know. We will communicate regularly with you following the Production Date and you and we will try to agree a proposed Handover Date as soon as is reasonably practicable following the Production Date.

- 12.2. On or before 4:00 p.m. on the Handover Date you must pay us the Purchase Price in cleared funds, less (i) the Pitch Reservation Fee, and (ii) any Production Deposit already paid by you.
- 12.3. On or before the Handover Date, and following receipt by us of the balance of the Purchase Price, you and us will enter into a Unit Sale Agreement to transfer ownership of the Park Home to you.
- 12.4. If you have not paid us the balance of the Purchase Price and completed the Unit Sale Agreement by 4:00 p.m. on the Handover Date, then:
- (a) we may charge you interest at 3% per annum over the published base rate of Barclays Bank plc to cover the period from the date when that payment became due until payment actually takes place; or
 - (b) we may decline to sell the Park Home to you. In that event, you will have to pay us our reasonable costs and expenses that we incur as a result of your failure to purchase the Park Home. These may include (i) the pitch fees that we would have received from you until the time that we can sell the Park Home to another person, and (ii) any difference between the Purchase Price and the price we achieve in re-selling the Park Home to another person.
- 12.5. On the Handover Date, and subject to receipt by us of:
- (c) The balance of the Purchase Price; and
 - (d) A signed Unit Sale Agreement

we will transfer ownership of the Park Home to you, and you and we will enter into the Written Statement (in the form provided to you prior to the Handover Date).

13. Post-Completion matters

- 12.1 Keys to the Park Home will be handed to you by a Park Owner's Representative following confirmation of receipt by the Park Owner of (i) the balance of the Purchase Price, (ii) the signed Unit Sale Agreement, and (iii) the completed Written Statement. You are not permitted to use or to occupy the Park Home or the Pitch until:
- (a) we have received the Purchase Price and the signed Unit Sale Agreement; and
 - (b) you and we have both signed the Written Statement.
- 12.2 You will legally own the Park Home once we have received full payment of the Purchase Price and you and we have both signed the Unit Sale Agreement. From that point onward the ownership risk in the Park Home passes to you and you must keep the Park Home insured against all usual risks at all times in accordance with the terms of the Written Statement. Please ensure you meet the insurance requirements in accordance with clause 3(l) of Part 3 of the Written Statement. You must provide a copy of the relevant insurance policy certificate to us on the Handover Date.
- 12.3 We will arrange for the Park Home to be connected to the electricity, water, sewerage and gas (if any) services on the Park on or before the Handover Date. You will be responsible for arranging for connecting the Park Home to any telephone, internet or television services.
- 12.4 We will complete and provide you with a copy of the Manufacturer's warranty in relation to the Park Home as soon as reasonably practicable following the Handover Date.

General Terms & Conditions

14. If we fail to comply with these Conditions, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking these Conditions or our failing to use reasonable care and skill but, except as set out in clause 14, we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time Transaction Documents were signed, both we and you knew it might happen, for example, if you discussed it with us during the sales process.
15. We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of the Park Owner's Representatives for fraud or fraudulent misrepresentation, or for defective products under the Consumer Protection Act 1987.
16. The Park Home is sold to you for domestic and private use only. If you use the Park Home for any commercial or business purpose permitted under the Park Rules, we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
17. If the rate of VAT changes, we will make the necessary adjustments to the amount of VAT charged to you.
18. We may transfer our rights and obligations under the Transaction Documents to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract. You may not transfer your rights and obligations under the Transaction Documents to anyone else.
19. The Transaction Documents amount to the Agreement between you and us. No person who is not a party to any of the Transaction Documents shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any rights under any of the Transaction Documents. Notwithstanding the above, the Park Owner's Representatives may enforce any term of any of the Transaction Documents which excludes or limits liability, or which otherwise confers a benefit on them, as if they were a party to the Transaction Documents.
20. Any notice to a party may be delivered to that party to the address given for that party in any of the Transaction Documents ("the **Relevant Address**") or to the email address given for that party in any of the Transaction Documents ("the **Relevant Email Address**") or to such other postal or email address which a party may have provided to the other party from time to time in writing.
21. Any notice or other communication given under or in connection with the Transaction Documents shall be in writing and shall be:
 - (a) delivered by hand at the Relevant Address.
 - (b) sent by pre-paid first-class post or other next working day delivery service to the Relevant Address; or
 - (c) sent by email to the email address most recently notified by the relevant party.

A notice shall be deemed to have been received:

- (a) if delivered by hand, at the time the notice is left at the Relevant Address.
- (b) if sent by post or next working day delivery service, at 9.00 a.m. on the second Business Day after posting; or
- if sent by email, at the time of transmission to the Relevant Email Address, provided that no delivery failure notification is received.

This clause 21 does not apply to the service of proceedings or other documents in any legal action.

22. The Transaction Documents and these Conditions constitute the whole agreement between you and us and supersede and extinguish any previous agreements, promises, assurances, warranties,

representations and understandings between you and us or the Park Owner's Representatives, whether written or oral, relating to the Park Home or the subject matter of the Transaction Documents.

23. You and we both agree that neither you or we shall have no remedies against the other party in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Transaction Documents. Nothing in this clause 21 shall limit or exclude (i) any liability for fraud or fraudulent misrepresentation; or (ii) you statutory rights or remedies under applicable consumer protection legislation, including the Consumer Rights Act 2015.
24. Nothing in these Conditions will reduce your statutory rights relating to faulty or misdescribed goods. For further information about your statutory rights, contact your local authority Trading Standards Department or Citizens Advice Bureau
25. No variation of any of the Transaction Documents shall be effective unless it is in writing and agreed by both you and us.
26. If we do not insist immediately that you do anything you are required to do under these Conditions, or if we delay in taking steps against you in respect of your breaking any of these Conditions or the Transaction Documents, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you immediately, we can still require you to make the payment at a later date.
27. Each of the paragraphs of these Conditions operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
28. An electronic signature (including a scanned signature, a signature applied using an electronic signature platform, or acceptance indicated by electronic means) shall be deemed to be a valid and binding signature for the purposes of the Transaction Documents and shall have the same legal effect as a handwritten signature. You and we both agree not to challenge the admissibility or enforceability of any of the Transaction Documents solely on the grounds that it was executed electronically. Nothing in this clause affects any requirement under applicable law for a document to be executed in a particular manner or affects your statutory rights.
29. The Transaction Documents and these Conditions are governed by and construed in accordance with English law. You and we both agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Transaction Documents and/or these Conditions and their subject matter or formation (including non-contractual disputes or claims).

● **Summary of your key legal rights**

- This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.
- The Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your product your legal rights entitle you to the following:
 - up to 30 days: if your goods are faulty, then you can get an immediate refund.
 - up to six months: if your goods can't be repaired or replaced, then you're entitled to a full refund, in most cases.
 - up to six years: if your goods do not last a reasonable length of time, you may be entitled to some money back.

Schedule 1

[Example New Home Order Form](#)

Schedule 2

[Example Unit Sale Agreement](#)

