

Park homes

Factsheet for residents and local authorities following the appointment of administrators for RoyaleLife companies

November 2023

Background

- RoyaleLife is an operator of caravan sites in England. In May 2023, administrators were appointed for 29 companies in the RoyaleLife Group. Each of the companies owns and operates one or more caravan sites, 13 of which are residential sites (a full list is at Annex A).
- The administrators James Cowper Kreston are operating the sites as normally as possible whilst a new owner is found. They will have responsibility for signing contracts, making payments to suppliers, and collecting site fees on behalf of the companies.
- Residents living on RoyaleLife parks are understandably concerned about the future of the sites and whether they will have their agreements terminated. These developments also have implications for local authorities in relation to their site licencing functions.
- This factsheet aims to address some of the concerns residents have about their rights and the implications for local authorities' site licensing duties.

What is company administration?

- A company may go into administration if it is experiencing cash flow problems and cannot pay its creditors. Though it is unable to pay its creditors a company may still be viable. The company administration process will involve an Administrator being appointed by either the directors, a creditor or the court, to restructure the business to either turn it into a profitable company or effect a sale of the business.
- A company can continue to trade when in administration, but the daily management and control passes from the directors to the appointed administrator. Administration will end automatically after 12 months unless the administrator asks the court or creditors for an extension.
- Further details are available from Companies House at <https://companieshouse.blog.gov.uk/2019/02/27/what-does-going-into-administration-mean/>

What this means for residents

- Park home residents will have a written agreement with their site owner. The agreement gives residents security of tenure and sets out limited grounds on which an agreement can be terminated. The agreement also sets out the rights and obligations of both parties.
- The administrator will take over the site owner's role and will be required to carry out the site owner's obligations set out in the written agreement. Any disputes about the terms of the agreement can be referred to the First Tier Tribunal by a resident for a determination.

Q & As

Q Will residents' rights and obligations change following the appointment of administrators?

- No. Residents' rights and obligations will remain unchanged. They will still be required to meet their obligations including paying the pitch fee and maintaining their pitch.

Q What action can residents take if the administrators fail to meet their obligations set out in the written agreement?

- If the administrator fails to meet their obligations as a site owner, a resident can apply to the First Tier Tribunal for a determination.

Q Where can residents get advice on their rights and how to enforce them?

- Residents should contact the free independent advisory service, LEASE, [online](#) or on 020 7832 2525.

Q How can residents contact the administrators if they have specific questions about their agreements or their site?

- If a resident has a query for the administrators about their specific agreement, they can submit their questions to James Cowper Kreston [online](#). The administrators have also produced an [FAQs document](#) for residents.

Q What should residents do if they have concerns about the safety of the site?

Residents should initially contact the administrators with concerns about conditions on the site. If these are not addressed or the conditions pose an immediate danger to residents, they should contact the local authority immediately.

Q Can a local authority deal with contractual matters in the written agreement between residents and site owners?

- No. Residents must apply to the First Tier Tribunal on disputes about the terms of their written agreement.

Q Will residents have to be given new or amended agreements by the administrator?

- No. Residents do not require a new or an amended agreement from the Administrators.
- The Administrators will be bound by the terms of a resident's existing agreement.

Q Will residents have to be given new or amended agreements when their site is sold?

- No. Residents will not have to be given new or amended agreements by the Administrators or the new site owner when the site is sold.
- The new site owner will take over the site owner's obligations set out in a resident's written agreement.

Q Can the Administrator or a new site owner terminate a resident's agreement?

- The Administrator or a new site owner can only terminate an agreement on three specific grounds which are set out in a resident's written agreement.
- In all circumstances, the site owner will require an order from the court.

What this means for Local Authorities

- Local authorities are responsible for issuing site licences and can attach conditions to the licence in respect of the amenities on the site. The purpose of the **site licensing system** is to ensure sites are maintained and safe.
- If a site owner breaches any conditions attached to a licence, the local authority can issue a compliance notice listing the steps that need to be taken to comply with the site licence. If the site owner fails to comply with the notice or operates a site without a licence, the local authority can prosecute them and if convicted, they could face an unlimited fine.
- It is an offence for anyone to operate a caravan site without a site licence and without having been assessed by the local authority and placed on a local register of fit and proper persons. The purpose of the fit and proper person test is to ensure all those running park homes sites are competent and suitable to do so.

Q & As

Q Will the site licence have to be transferred to the Administrators?

- Yes. As the administrators have responsibility for managing the affected sites, they have to apply to the relevant local authorities for the site licences to be transferred to them.

Q Will the administrators have to be assessed as fit and proper persons?

- The Fit and Proper Person test requires the site owner, or the person appointed to manage the site, to be assessed and placed on a local register of fit and proper person.
- Where the administrator is responsible for managing a site, they will be required to undergo a fit and proper person assessment and placed on the register.
- If the manager of an existing site has already been assessed and placed on a register of fit and proper register, the administrators do not have to undergo the test.

Q Will the Administrators be responsible for maintaining the site?

- Yes. The administrators will be responsible for managing the site.

Q What will happen to the site licence when the sites are sold to another person or organisation?

- The Administrators have to ensure that they apply to the local authority to have the licence transferred to the new site owner. If the licence is not transferred, the administrators will remain liable for the maintenance of the site and any enforcement. If the new site owner operates the site, they will be committing an offence.
- The new site owner or the person they appoint to manage the site, will also be required to undergo a fit and proper person assessment. If they fail to do so, the site owner will be committing an offence.

Annex A - List of sites affected by RoyaleLife administration

PARK HOMES SITES		
Area	Site	
Cornwall	Budemeadows Country Park, Bude – <i>‘Meadowlands Court’</i>	Cornwall Council
	Dolbeare Court, Saltash	
Dorset	Beacon Hill, Poole – <i>‘Royale Heights’</i>	Dorset Council
	Dorset Heights, Wareham – <i>‘Rochester Court’</i>	
	Manor Farm Park, Poole – <i>‘Manor Farm Court’</i>	
	Deers Court, Wimbourne	
	Silver Mist, Ringwood	Bournemouth, Christchurch and Poole Council
	Matchams Leisure Park, Ringwood – <i>‘Tall Trees’</i>	
Essex	Dunton Park, Royal Dunton Court, nr Brentwood	Basildon Borough Council
Hampshire	Milford on Sea Park, Lymington – <i>‘Solent Grange’</i>	New Forest District Council
	Wickham Court, North Boarhunt	Winchester City Council
Kent	Reculver Court, Herne Bay	Canterbury City Council
Norfolk	Plum Tree Country Park, Thetford – <i>‘Forest Edge court’</i>	Breckland Council

LEISURE / DEVELOPMENT SITES		
Area	Site Name	Type
Cheshire	Moore Lane, Warrington – <i>‘Meadowbank’</i>	Development (Residential)
Devon	<i>Regency Court, Newton Abbot</i>	Leisure
	Regency Place, Newton Abbot	Development (Leisure)
	Oakleigh Court, Dolton – <i>‘Oaktree’</i>	
Dorset	Christchurch Marina Park, Christchurch	Leisure
	Manor Farm Park, Poole – <i>‘Manor Farm Court’</i>	Leisure
	Matchams Lane, Christchurch – <i>‘Forest Valley Court’</i>	Development (Residential)
Gloucestershire	Montserrat Caravan Park, Stroud – <i>‘Stroud Heights’</i>	Development (Residential)
Hampshire	Frensham Country Park, Churt	Development (Leisure)
Isle of Wight	Fort Caravan Park, Sandown	Development (Residential)
	IOW View, Sandown – <i>‘Village Way’</i>	Development (Residential)
Norfolk	Redhill Residential Park, Watton	Development (Residential)
Nottinghamshire	Sherwood Court, Newark	Development (Residential)
Kent	Waterways, Herne Bay	Development (Leisure)
Rutland	Ranksborough Hall Estates, Oakham	Leisure

The holding company for the group’s Hampshire head office property, North Boarhunt 1, has also fallen into administration.