

BAY VIEW CARAVAN OWNERS' ASSOCIATION
email: bayviewcaravanownersassociation@yahoo.co.uk

website www.bayviewowners.co.uk

11 January 2013

Dear members

Note regarding latest letter from SBV

We understand that many of you may have received a letter from SBV, with invoices, claiming you owe them some money, and you have told us you consider this letter to be threatening and intimidating. The letter also states that SBV may put proceedings in place to terminate your licence after 14 days, if you do not pay what they claim you owe by then. We think this is entirely inappropriate and contrary to the spirit and terms of your licence and OFT 734. So, do not worry about this. There are several problems with the letter and invoices.

- Invoices show a pre-conversion balance. What is this? There needs to be an explanation, so you can understand what it entails and that it is correct, before you can consider paying it.
- The invoices still do not clearly explain in plain language what the charges are for. You need to have a full plain language explanation of the correctness of any monies Darwin claim you owe before you can be expected to pay. This applies to all invoices.
- In some instances it seems that SBV have not credited the £150 you are due, and are asking for the balance of fees for 2102/13, £165.48, instead of the resulting final balance - £15.48. Check this.
- None of the letters had a full statement attached with plain language descriptions of credits and debits so that you can see clearly what is what.
- Some letters have been sent to a caravan owner's address, but addressed to the wrong person!
- We know some people may have paid what Darwin have claimed, being frightened by what they considered to be a threatening letter. If you have paid the wrong amount as a result, we may be able to help you to get redress, as your representative.

Importantly, you must be aware that there is absolutely no provision in your licence or OFT 734 that SBV can terminate the licence in these circumstances (possible incorrect invoices, unexplained figures, papers addressed to the wrong person etc). In our view, the threat of termination is clearly not appropriate or warranted. Our view is that SBV should be asked to withdraw this remark in writing, and not threaten anyone again in this way. What SBV have threatened (eventual termination) is not in compliance with the licence, or the Office of Fair Trading Guidelines, OFT 734, with which Darwin have agreed to comply. We understand OFT 734 to say that any late payment of fees does not allow the park owner to terminate a licence. We believe the same applies to small non-fee amounts, but Darwin appear not to understand this either, in our view. So, again, do not worry about this.

We therefore suggest, if you have such letters and invoices, that you approach SBV on this basis and get a proper explanation of anything they claim you owe them, and check and agree it, before you pay. We also suggest you ask that the £150 credit be added to your account, thereby reducing the balance of fees owed for 2012/13 from £165.48 to £15.48, where appropriate. You may feel it appropriate to ask for an apology for their threatening and intimidating letter. You can also ask for the threat of termination to be withdrawn. We know you are all quite happy to pay what is due provided it is made clear and is correct. On this basis your licence cannot be terminated, whatever Darwin may claim (incorrectly).

We have written to SBV about this and our letter is attached to this Note, for your information.

Finally, our Chairman, Phil, and Rosemary, will be meeting Anthony Esse in January, and will be raising the issue of customer relations as practised by Darwin. These letters and invoices are a good case in point of how things should not be done. Hopefully, Darwin will then improve their approach to customer relations.

OFT 734 (attached, check the Index for details)

Finally, it seems to us that it may be helpful if SBV had a copy of OFT 734, as Darwin have agreed to comply with it, as did Swanage Town Council. We realise it is a long document but when Darwin read it they will see clearly what is and is not possible for a park owner to do. As members of the Association you should all be aware of its contents and how you should be treated therefore. As you can see, termination of a licence is a very last resort, after much discussion, and not to be threatened lightly in such circumstances as SBV appear to have done.

Sales and purchase

We are aware that some people may be looking to buy a second-hand caravan this year. There may be some coming for sale in due course later in the year, which Marjorie (No 66) will know about in due course. We suggest you contact her as appropriate.

If you wish to purchase a new caravan, you do not have to purchase it from Darwin. You can source and buy it from anyone, and ask the seller to send it to the site. You can then negotiate a connection with Darwin for a fee. Obviously some pitches are easier to place your caravan on than others. Any charge must be reasonable and proportionate, and commensurate with work done in our view.

NACO are able to provide valuable advice on the sale and purchase of caravans, new and second-hand.

Bay View Caravan Owners' Association

*Additional documents: Copy of letter to the Team at SBV, dated 11 January 2013
OFT 734

cc NACO
DTS
The Team at SBV for info

*attachments available online here:

OFT 734:

<http://bayviewowners.co.uk/wp/wp-content/uploads/2012/09/oft734.pdf>

Copy of letter to the Team at SBV, dated 11 January 2013:

<http://bayviewowners.co.uk/wp/wp-content/uploads/2012/09/Letter to SBV sent11thJan2013.pdf>