Broad Haven Holiday Park

Rule Book

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2020 Update

BROAD HAVEN HOLIDAY PARK RULE BOOK

To ALL CARAVAN OWNERS and Your Guests

INTRODUCTION

As the owner of a caravan holiday home on this park it is important to remember that you are one of a circle of neighbours and should behave in a good neighbourly way. It is with this in mind that these rules and regulations have been written and should be read, as it is our aim that all park users should enjoy the time they spend here.

It is in your own interests (as well as ours) that you should read this carefully and place it in your caravan for the information of all occupants.

Parents please make sure that young children are conversant with the rules, which particularly apply to them.

DEFINITIONS

In this rulebook the expressions have the following meanings:

"FAMILY MEMBER"

"PARK", "SITE"	 means a park licensed for recreational use under Caravan Sites and Control of Development Act 1960 on which are site holiday caravans that are used by their owners and guests. 		
"CARAVAN"	 means a holiday caravan designed and used for static occupation and Permanently sited on a park licensed for recreational use. It should not be Confused with a park (mobile) home. 		
"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).		
"PARK OWNER"	- means the individual or company responsible for the operation of the parl or their representative.		
"CARAVAN OWNER"	- means the individual or company in possession of the caravan.		
"PITCH"	- means where the caravan is placed for use by the owner.		

Failure to comply with these rules and pay accounts when due (see rule 4) may result in the Park Owner serving notice requiring the removal of the caravan from the Park.

(including stepchild), grandchild.

- in relation to the Caravan Owner, spouse, parent, grandparent, child

1. CONDITIONS OF CARAVANS ON PARK.

- (a) All caravans must be maintained in good repair and condition.
- (b) Other than for storm precautions, caravans must be kept in a mobile condition.
- (c) Once a caravan is sited, its colour may not be changed.
- (d) The space underneath caravans must be kept clear at all times and must not be used for storage of any kind.
- (e) No building or extension to be added to the caravan.
- (f) Where there are ramps for the disabled, verandas, decks and stairs extending from the unit, they should extend no more than 2 metres from the caravan. Permission and advice should be sought from the Park Owner before construction. Non-combustible materials are required. (See 2 Decks).
- (g) A sign denoting the Park Number will be attached to the caravan.
- (h) No sign larger than 150mm x 210mm (6" x 8") may be displayed in/on a caravan.

2. DECKS

- (a) Decking cannot be erected without the park management's agreement.
- (b) Decking will only be supplied from Broad Haven Holiday Parks approved supplier through Broad Haven Holiday Park.
- (c) Decks must be made of wood.
- (d) The colour of the decking must be left natural using clear preservative. NO PAINT.
- (e) The maximum width is 2 metres; This may be less if circumstances demand.
- (f) The decking including steps etc must stop 61cm (approx 2 feet) from the front and rear of the caravan.
- (g) The gap from the decking to the neighbouring caravan cannot be less than 3.5 metres. (which may affect (e) above).
- (h) Steps and ramps must fit within the area shown above. (e, f & g).
- (i) Decking can only be placed along the door side of the caravan.
- (j) Decking is not allowed at the front (tow bar), rear or non-door side of the caravan.
- (k) Steps or ramps may be at either end of the deck, not at the side.
- (I) Sides above or below the deck level may not be solid (must be slatted).
- (m) Storage is not permitted below the decking.
- (n) The deck or any part of it cannot be enclosed or roofed.
- (o) There is little scope for individuality in the design of the decking, all decks must/will conform to a standard.
- (p) Do it yourself decks will not be allowed.

3. SITING OF CARAVANS

- (a) The Park Owners will site all caravans and charge the amount agreed at the time of sale for so doing.
- (b) Except in an emergency, the Park Owner will give at least seven days of notice before removing the caravan from the pitch for the purpose of maintenance or to allow redevelopment.
- (c) In the event of a caravan being moved in accordance with clause 3(b), the Park Owner will reinstate the caravan after the work has been completed, or if the move is permanent, will provide an alternative similar pitch.
- (d) Views cannot be guaranteed.
- (e) If you wish to have your caravan moved from one pitch to another a charge of SEVENTY FIVE PERCENT of the annual pitch fee will be made to cover the cost involved.

4. PARK CHARGES

(a) PITCH FEES

These are inclusive of winter storage and payable in advance. Site fees are reviewed annually and notified to customers in November of each year for the following season. These are payable in two instalments 20th January and 20th May each year in advance. Other payment schedules may be offered at the discretion of the Park Owner and will be set out in the pitch fee letter each year.

(b) RATES

Rates are included in the annual site fee.

(c) GAS, WATER & ELECTRIC. Metered Supply.

The charge for gas, electric, water and sewerage will reflect prevailing market prices. Utilities are billed twice a year, July and when your caravan is closed down at the end of the season.

(d) MISCELLANEOUS CHARGES

Bills for maintenance work etc. will be billed soon after the work is completed and are payable on receipt of the account.

(e) PAYING

Failure to comply with these rules and pay accounts when due (see rule 4) may result in the Park Owner serving notice requiring removal of the caravan from the Park.

5. TENURE.

- (a) A 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 the Park.
- (b) Caravans twelve years or older will not be allowed to be resold on the Park.
- (c) A Caravan Owner who intends to give up his pitch or sell the caravan shall give the Park Owner at least two months written notice unless there are unforeseen circumstances.
- (d) Where a caravan is in joint ownership the Park Owner must have written notification of this with all the part owners names and addresses at the outset of your tenure.
- (e) No caravan can be sold on the Park without the Park Owners consent. Consent will not be unreasonably withheld.
- (f) A caravan may remain on the Park until it is seventeen years old. (see 3.b)

6. RESALE OF CARAVAN

- 1. A Caravan Owner may reasonably expect to receive a fair price for his caravan if he chooses to sell his caravan. Equally, the Park Owner may reasonably expect to control the occupancy of the Park.
- 2. The Caravan Owner shall have the unrestricted right to sell his Caravan off the Park or to remove it at any time, as long as he has settled all outstanding accounts due to the Park Owner. Where funds pass through the hands of the Park Owner he should settle any outstanding finance charges before promptly passing the funds to the Caravan Owner.
- 3. The Caravan Owner must notify the Park Owner in writing of his intention to place the Caravan on the market for sale and notify the Park Owner in writing at least every month after then that the Caravan remains for sale. After receiving that notice the Park Owner may make an offer to buy the Caravan and the parties are free to negotiate the price between them. If they are not able to reach agreement the Park Owner may be able to assist the Caravan Owner by offering the Caravan for sale through his agency.
- 4. A Caravan Owner who has not agreed to sell the Caravan to the Park Owner and who wishes to sell the Caravan to a buyer who intends to continue to station the Caravan on the Park must comply with the following procedure:-

The procedure for the Caravan Owner to follow is:

- (a) He must conduct the sale transaction through the office of the Park Owner who shall receive all purchasing monies from the buyer and promptly account to the seller for the same, subject to discharging any finance outstanding on the Caravan.
- (b) He must permit the Park Owner to approve the prospective buyer by seeking suitable references and carrying out such enquiries as may be appropriate. This may involve the Park Owner requesting a meeting with the prospective buyer in person and carrying out checks with credit reference agencies and taking any other references, as the Park Owner considers appropriate.
- (c) The Park Owner can advise on the price to be sought and will indicate the level of commission payment he will seek from a prospective purchaser. The Caravan Owner must pass this information on to any prospective purchasers.

In return the Park Owner:

- (i) Must not refuse to approve a prospective buyer or refuse to permit the sale to proceed except on reasonable grounds.
- (ii) Where the Caravan Owner has told the Park Owner he intends to sell the Caravan to a third party (but not where the third party is a Family Member) the Park Owner shall be entitled within fifteen working days of being notified in writing, to buy the Caravan from the Caravan Owner for the same price, without the deduction of commission. The Park Owner may deduct from his purchase price only sums, which may lawfully be due to him and any sum required to settle outstanding finance.
- (iii) The commission shall be at the discretion of the Park Owner who shall however not be entitled to charge more than 15% of the Fair Market Value of the Caravan unless the buyer is a Family Member of the Caravan Owner. In the case of a Family Member the buyer shall pay the Park Owner commission on the basis of up to 15% of the price actually paid on resale. The commission may be subject to V.A.T. No other charges to the buyer or seller will be made unless additional rights or services are agreed between the parties.

7. INSURANCE.

The Caravan Owner/s undertakes to keep the caravan insured with a member of the British Insurance Association against fire and other risks as the Park Owner may reasonably require, including third party liability to a sum nominated by the Park Owner (not less than two million pounds) and to produce the policy and evidence that the same is in force upon request.

8. SEASON AND ACCESS

The Park is open from 20th March to the first Monday after New Year Bank Holiday and Caravan Owners have full access to the Park during this period. During the closed season (i.e. early January to 19th March) pedestrian access only is available to Caravan Owners during the hours of daylight. No person or persons may remain in a caravan overnight during this period.

9. DOGS

Only Caravan Owners are permitted to bring a dog onto the Park. The dog must at all times be on a lead and must not be allowed to foul the Park. The owner of the dog MUST clean up any fouling. **NEVER TURN A DOG LOOSE ON**

ITS OWN. Please remember that not everyone is as fond of a dog as you are and our priority is to people (particularly children) before dogs. Pooper scoops are available from reception upon request. People must not feel threatened by your dog.

Owners failing to keep their dog under control will forfeit the right to bring their dog onto the Park.

10. KEYS

Two duplicate keys for each caravan must be deposited in the Park Office. If necessary we will supply additional keys, which will be charged to your account.

11. LETTING OF CARAVANS

We have no objections to you sub-letting a few weeks to help cover your costs. **We do not allow commercial sub-letting.**

- (a) Caravans are deemed to be let if occupied at any time by anyone other than the registered owner.
- (b) Caravan Owners who let must make sure that their guests know they are hiring from them and **NOT** the Park Owner.
- (c) Clear instructions must be left in the caravan as to how to use the cooker, fire boiler etc.
- (d) Caravan Owners must leave their contact details in the caravan together with a list of emergency and useful telephone numbers.
- (e) Keys will only be handed out during office hours.
- (f) Keys will **NOT** be handed out to any Caravan Owners guest who does not have the proper authority.
- (g) No money will be collected on behalf of the Caravan Owner.
- (h) Caravans must not be occupied by teenagers on their own.
- (i) No caravan must be occupied by more than the number of persons for which They are designed by the manufacturers, e.g. six people in a six berth.

12. BEHAVIOUR ON THE PARK

- (a) You should avoid making excessive noise at all times but particularly between the hours of 10.00 pm and 8.30 am. Radios, televisions and musical instruments must be controlled so that they are not audible from neighbouring caravans. Cars and motorcycles must not be driven so that they make excessive noise and cause annoyance to persons using the Park. No public address system is permitted.
- (b) Holes must not be dug nor the turf cut.
- (c) Caravan Owners and their guests should behave in a neighbourly way.
- (d) Children should not be left alone.
- (e) Caravan Owners will be held responsible for the actions of their children and their guests.
- (f) Excessive or persistent behaviour which causes annoyance to other Park users including staff and management could result in you being asked to remove your caravan from the Park.

13. ELECTRICITY

A limited electricity supply has been provided to the caravans specifically for lighting and television. Small portable appliances e.g. hairdryers, irons etc. may be used but large appliances such as heaters, kettles, toasters etc. **MUST NOT** be used.

All forms of heating and cooking must be done by gas. If you are in any doubt PLEASE ASK at the office BEFORE using any electrical appliance. Microwave ovens under 300 watts are allowed without the browning units.

14. GAS SUPPLY

- (a) The off position is when the on/off handle is across the feed pipe.

 The On position is when the on/off handle is in line with the feed pipe.
- (b) By law only CORGI REGISTERED GAS INSTALLERS are allowed to carry out work on gas pipes or appliances.
- (c) No one is allowed to alter regulator settings without the Park Owners consent.
- (d) Caravan Owners found to be putting themselves and others at risk by tampering with the gas supply will be asked to leave the Park.

15. WATER SUPPLY

All water supplied to your caravan must pass through the water meter. If any attempt to bypass the meter is made or if connections are made before the meter (e.g. outside tap) this will be deemed as theft and you will have to remove your caravan from the Park.

WATER METERS FROST DAMAGE

If the water meter serving your caravan is damaged by frost the cost of replacing

It will be charged to the Caravan Owner unless the Park Drain Down service is used. Instructions on draining caravans are available from the Park office.

16. RUBBISH

- (a) Persons using the Park are requested not to leave litter. All refuse must be placed in the skips. Any offensive waste e.g. fish etc. must be wrapped in paper before being deposited in the skips.
- (b) Disposable nappies etc. must not be disposed of by flushing down the toilets.
- (c) Individual refuse bins are not permitted outside caravans.
- (d) Children must NOT be sent to dispose of rubbish into the large skips. This is both difficult and dangerous for young children and usually results in the rubbish going everywhere but in the skip.
- (e) Bin bags are available from reception.
- (f) Pooper scoops are available from reception upon request.

17. WEATHER PRECAUTIONS.

Caravan Owners wishing to secure their caravans by any means other than the jacks provided should first contact the Park Owners to ascertain where it will be safe to drive stakes into the ground. **THIS IS EXTREMELY IMPORTANT** as the area around the caravans is honeycombed with gas pipes and electricity cables etc. Please remember that at some time all fixings will have to be undone.

18. GRASS CUTTING AROUND CARAVANS.

- (a) The use of weed killer is strictly forbidden.
- (b) Grass cuttings must not be placed in refuse bins.

19. AERIALS.

- (a) Aerials or Dishes may not be erected without first consulting the Park Owners.
- (b) Satellite Dishes may not be erected without first consulting the Park Owners and permission may be refused.

20. MAIL.

Mail to caravan owners and their guests should be addressed with the recipients Name and Pitch Number (if known) C/O Broad Haven Holiday Park, Broad Haven, Haverfordwest, Pembrokeshire, SA62 3JD. Mail will be held at reception for collection.

21. AROUND CARAVANS.

No form of building work, (sheds, store houses, BBQ etc.) laying of slab paths, building of verandas, decks, platforms or steps, planting of flower borders, shrubs or trees etc. should be carried out without the Park Owners consent. If in doubt, ask.

22. BOATS.

- (a) There is no right to store a boat on the Park.
- (b) Boats can be stored in the boat storage area on completion of the "Agreement to store boat" document.
- (c) Boat storage is offered on a first come first served basis. Once the boat storage area is fully allocated owners wanting to store their boats will be placed on a waiting list.
- (d) The boat storage area is intended for the storage of small pleasure craft up to 22ft in length.
- (e) Boats cannot be stored beside caravans or anywhere else on the Park other than the boat storage area.
- (f) The running of boat engines on the Park is to be kept to a minimum.
- (g) Caravan Owner's guest's boats may not be stored on the Park.
- (h) The Park Owner reserves the right to refuse permission to allow boats to be stored on the Park.
- (i) FIRE POINTS are not to be used to wash boats.

23. AIR COMPRESSORS.

The use of air compressors is strictly forbidden.

24. STORAGE BOXES.

- (a) Sheds may not be placed on the Park.
- (b) Storage boxes complying with current fire regulations are allowed.
- (c) The Park Owners permission must be sought with regard to suitability and siting.
- (d) The maximum size permitted is 1.72m high x 1.73 m wide x 1.20m deep.
- (e) Storage boxes must not be placed in such a way as to hinder fire exits.
- (f) No more than one per caravan.
- (g) Must be of non-combustible construction (including non-combustible roof).

25. BOUNDARIES.

- (a) Under no circumstances are users of the Holiday Park allowed to leave the Park by any route other than those officially provided the main entrance and the footpaths to the beach.
- (b) DO NOT TAKE SHORT CUTS THROUGH THE GROUNDS OF THE COASTGUARD STATION.
- (c) When walking in the Park, please stick to the obvious route and do not take shortcuts especially through tree plantations.

26. VEHICLES.

- (a) The speed limit on the park is 5mph (you can drive at a lower speed). In order to safeguard the safety of others this speed must under no circumstances be exceeded.
- (b) There should be no need for drivers to use motor horns at any time children have priority over motor vehicles on the Park.
- (c) Drivers must hold a current driver's licence and UNDER NO CIRCUMSTANCES MAY DRIVING LESSONS BE GIVEN ON THE PARK.
- (d) Vehicles must not be driven across the open spaces reserved for children's play areas.
- (e) Vehicles should be parked on the door side of the caravan, not too close to your neighbour's caravan.
- (f) Repairs (especially those requiring the engine to be revved) should not be carried out on the Park.
- (g) Under no circumstances should access to your neighbour's parking area i.e. the space on the door side of the caravan be restricted by you or your guest's vehicles.
- (h) Vehicles may only be kept on the Park when the vehicle's owner is in residence. Storage is not permitted.

27. STONES.

Stones, for whatever reason must **NOT** be placed, thrown or dumped, individually or in piles, on the grass. Small ones are dangerous when they are scattered by grass cutting machines, larger ones cause expensive damage. **WE CANNOT STRESS THIS POINT TOO STRONGLY AND PLEAD FOR YOUR CO-OPERATION.**

28. TREES AND SHRUBS.

Trees, shrubs and other plants must not be interfered with in any way.

29. FIRE FIGHTING EQUIPMENT.

Firefighting equipment is provided for that purpose only and **NOT** for the washing down of cars, boats, wet suits, caravans etc.

30. CLOTHES LINES.

Clothes lines MUST BE of the rack variety. Available for purchase from the Park office.

31. TRACTORS.

- (a) Special permission must be granted by the Park Owner to store tractors on the Park. Permission will most likely be refused.
- (b) Tractors cannot be stored beside caravans or anywhere else on the Park other than in the boat storage area.
- (c) Repairs or modifications may not be carried out on the Park.
- (d) The tractor must be kept in a safe condition i.e. no sharp edges.
- (e) Insurance must be held in respect of use of the tractor on the Park. (Required under the Road Traffic Act).
- (f) Where a tractor has more than one owner a list of the owners must be given to the Park Owner with one person nominated as responsible for it.
- (g) Tractors not owned by Caravan Owners on the Park, may not be stored or brought onto the Park under any circumstances.
- (h) The Park Owner reserves the right to refuse or withdraw permission to allow tractors to be stored on the Park.
- (i) The Park Owners will accept no liability for tractors left on the Park.
- (j) Tractors can only be used to tow boats onto and off the Park.
- (k) Tractors can only be driven on the Park by people holding the necessary driving qualifications.

32. TENTS.

Frame tents may not be placed alongside caravans. One small ridge (2 man) or a child's play tent may be placed alongside caravans but must be kept within 2 metres of your caravan on the door side so as not to disturb your neighbours.

33. FLOWER BORDERS.

- (a) Borders must be planted so as not to obstruct the mowing of grass.
- (b) Trees and large bushes must not be planted.

34. OUTSIDE LIGHTS.

- (a) Outside lights should be no more than 60w.
- (b) Outside lights should be controlled so as not to upset your neighbours.
- (c) Spotlights of any kind should not be fitted.

35. RESIDENTIAL USE.

- (a) The occupying of a caravan on a residential basis is contrary to the Park's planning/site licence conditions and is not permissible.
- (b) Caravan holiday homes sold on Broad Haven Holiday Park are not intended for year round residence.

36. PARK OWNERS RIGHT OF ENTRY.

The Park Owner or any person authorised be the Park Owner to act on his behalf, shall have the power to enter into any caravan on the Park at any time, only for the purpose of reading and inspecting the electric meter and to inspect the gas, electric and water installation.

Meter readings are usually taken in July and when the caravan is closed at the end of the season.

Other than the above, the Park Owner or any person authorised by him will only enter a caravan at the Owners request i.e. to carry out repairs.

37. METERS (Gas, Water, Electric).

Meters are the property of the Park Owner.

In the event that a meter is found to have been tampered with, and it is proved that the Caravan Owner is at fault, they will be required to remove themselves and their caravan from the Park immediately. No refunds will be made.

38. SAFETY.

If a Caravan Owner or guest is found to have endangered themselves or other Park users by deliberate, reckless or foolish behaviour, the Caravan Owner will be held responsible and will be required to remove themselves and their caravan from the Park immediately. No refunds will be made.

39. RULES.

The Park rules will be altered when circumstance or legislation requires.

Failure to comply with these rules and pay accounts when due (see rule 4) will result in the Park Owner serving notice requiring removal of the Caravan from the Park.