

PARK RULES AND CONDITIONS 2010

In the following Rules and Conditions St Davids Park will be referred to as the Company and caravan/chalet owners as Holiday Home Owners. The Company reserves the right to add to and/or otherwise amend these rules at its discretion. A copy of the Rules and Conditions will be displayed at Reception.

Site Licence

Issued by Isle of Anglesey County Council for holiday homes to be occupied for holiday purposes only during the ten month period from the first day of March to the fourth day of January each year.

Site Rents

Due on the first of January each year for the following ten month season. The company reserves the right (in conjunction with the terms of the National Caravan Council/British Holiday and Home Park Association Agreement Code of Practice if applicable) to renew or refuse a tenancy at the end of each season which renewal shall not be unreasonably withheld.

Site Rates

Under the Ratings (Caravan Sites) Act 1976, holiday homes and their plots are the subject of a single assessment and is payable by the Company to Isle of Anglesey County Council on behalf of the holiday home owners. The Company will apportion the Local Authority Charges to each holiday home owner and render an invoice in November each year to cover individual contributions which will then be due for the year and payable before the first of January.

Electricity Charges

Electricity bills will be submitted in November in each year and are payable before the first of January.

Gas Cylinders and Sales

All holiday homes must be equipped with two gas cylinders purchased from the Company. Orders for a refill cylinder should be placed with the Site Manager or other member of staff at the specified times. Gas must be paid for before any delivery can be effected.

Commercial Sub-Letting

Sub-letting is NOT permitted. Immediate relatives only are allowed to occupy holiday homes and only with prior notice to the office either by letter or by telephone. Anyone who cannot prove their legitimate occupation of a home will be asked to leave the park. Failure to comply with this rule will result in immediate termination of the tenancy and all costs in the removal of the unit being those of the holiday home owner including non-refund of all site costs and rental.

Sale of Holiday Homes

Where a sale is required the Company shall require to be satisfied that the home is in sound condition. The Company, therefore, (at the Sellers expense) may require a survey to be undertaken and to be satisfied that it is sound and of saleable condition before agreeing to a transfer of that agreement. Consultation with the Company is advised to ensure the optimum resale price. No transfer of agreement is permitted without the written authorisation of the Company. All homes sold on the Park must be administered through the Company and payment effected through the Company. The commission will be at 15% plus VAT of the agreed sale price and will be deducted from the sale proceeds with the remainder (less any outstanding monies due to the Company) forwarded to the Vendor after completion. Transfer or removal of personal possessions is the responsibility of the Holiday Home Owner.

The Holiday Home Owner is responsible for all viewings, demonstrations and financial negotiation with prospective purchases and arrangements with the Company for assignment/transfer of the agreement. Holiday Home Owners not in possession of an agreement do not have any right to resell their home on the park unless specific written agreement is given by the Company. In order for the holiday home to be sold on the park it must not exceed 8 years old for static caravans and 16 years old for twin units (unless the written consent of the Company is obtained).

The Holiday Home Owner has no rights to exchange his holiday home on site without the express written agreement of the Company.

Agency Sale

The Company will act as sales agent on behalf of the Holiday Home Owner if instructed. This service includes advertising and marketing, inclusion within the Company's sales list for circulation to all prospects, demonstration of the homes, arranging for finance if required, securing payment, handing over the home and assigning the agreement. Upon completion financially, the proceeds will be immediately forwarded to the vendor, less commission and an agency fee (the charge for this is an additional 5% plus VAT of the attained price: minimum £300.00).

Warranty

In any sale the Company can give no guarantee as to the condition of the unit to the new purchaser. All such responsibility remains that of the vendor.

Holiday Homes & Pitches

- 1) Only holiday homes of a proprietary manufacture will be allowed and must be maintained in a good condition and external decorative order to the approval of the Company. The colour of the exterior of holiday homes may not be altered. Holiday homes must remain in a state capable of movement but may not be moved without the written permission of the Company.
- 2) The number of occupants of a holiday home will be limited to the number of berths built into it at the time of manufacture. For this purpose children of any age will be considered as a person.
- 3) Plots must at all times be kept clean and tidy and free from litter. No goods must be stored under or on top of the holiday homes.
- 4) Within three months of purchase Holiday Home Owners are required to ensure that their holiday home is boxed in around the base so as not to leave any soil pipes etc exposed.
- 5) Fences are not permitted around the plots.
- 6) The Company will be responsible for grass cutting generally but Holiday Home Owners will be responsible for ensuring that grass edges are cut around flower beds and pathways on their plots, and that such beds are maintained in a tidy manner.
- 7) Waste paper and other dry refuse must be placed in waste sacks and when full must be conveyed in tied and unbroken sacks to the designated disposal point.
- 8) Waste water must not be allowed to contaminate the ground but must be connected direct to the drainage system. Do not place items such as nappies, sanitary towels, cooking fats or oils/greases into the drainage system. Toilet paper only.
- 9) Washing lines are not permitted and must not be erected on individual plots. A drying machine is available in the laundrette. Drying racks temporarily fitted to caravan window frames are permitted.
- 10) When holiday homes are ultimately removed from the plot it is the Holiday Home Owners responsibility to ensure that the plot is left in a clean and tidy condition with all timber, brickwork, stonework etc. removed and in addition that no damage is caused on removal of the home from the base or ground around it. In addition to this a disconnection charge will be applied for the disconnection of services and supervision of removal of the holiday home from the Park.
- 11) Electricity, gas and water must be switched off at the mains when holiday homes are not occupied.
- 12) Holiday Home owners are responsible for complying with all statutory regulations, requirements of competent authorities and recommendations of the National Caravan Council Limited relating to the ventilation of caravans. In particular, Holiday Home Owners must ensure that all fixed ventilation openings, ventilation screens and grilles are kept clean and unobstructed at all times.
- 13) TV aerials must not be attached to anything other than the holiday home itself.
- 14) No holiday home shall bear any advertising matter other than the manufacturers' name. No notice or signs may be affixed anywhere on the Park.
- 15) The boundaries of the plot are a matter of definition at the Company's discretion as time and circumstances may from time to time dictate. The Company reserves unto itself the right of way under, over and through each plot, the passage of pipes etc., throughout the Park.
- 16) No tented structure shall at any time be erected or stationed on the Park. Touring caravans/motor homes/trailer tents are not allowed.

Pitch Developments

Structures of any kind (including TV aerials, satellite dishes, decking, patios, sheds and gas tanks) are not allowed without the written consent of the Company. A plan of your proposed alteration should be signed by the Company and we may attach reasonable conditions such as inspections at intervals during construction. Work may only be carried out by persons and at times approved by the Company. Any such consent may be revoked at any time and shall terminate automatically at the conclusion of the Licence Agreement.

Water Drainage and Winter Protection

In order to safeguard against frost damage we recommend that the water system is fully drained at the latest by the end of October. The names of contractors can be supplied. However, should you intend to use your holiday home during the winter months and not wish to completely drain the system we recommend:-

- o As always, turn the water off each time you finish using your home. Flush the toilet to remove any water and add anti-freeze.
- o All exposed pipe work above the ground be securely and adequately lagged
- o Central heating systems may be left on 'thermostat' setting at around 5°C

Access to the park is only available during the published reception opening hours of 9.00am to 5.00pm weekdays and is closed weekends. Items of value should be removed and nets/curtains left open. The Company or its employees cannot be held responsible for any damage to your home caused by frost. Please remember it is unlikely that your insurance will cover you for frost damage.

Fire Precautions

Every holiday home must be adequately equipped with serviceable fire fighting equipment. The greatest care must be taken to prevent an outbreak of fire on the Park. Fire fighting equipment is provided at strategic points around the Park and the co-operation of Holiday Home Owners is requested to see that this is kept in good condition ready for use. Holiday Home Owners should familiarise themselves with the whereabouts of fire points and be aware of the closest to their holiday home. The use of portable paraffin or gas heaters is prohibited and this rule must be strictly observed. Liquefied petroleum gas cylinders must be situated outside the units. Both gas and electricity supplies must be switched off at the mains/bottle when the home is not being used.

Gas and Electrical Certificates

The Holiday Home Owner shall ensure that periodic checks by an authorised agent are carried out on both gas and electric installations. The Company has the right to enter a home immediately if there is any suspicion of unsafe services being utilised (either that supplied as original equipment or that being fitted later) and request the cessation of usage of the supply or equipment until such time as proof is offered as to its safe usage. Electrical wiring, mains switches and cut outs serving a holiday home must not be tampered with or altered in any way. Any faults with services should be reported to the Company immediately. The permitted load of any circuit breaker fitted to the electricity supply must not be exceeded.

Behaviour

- 1) No profession, business, trade or agency of any nature may be carried out on the Park.
- 2) Holiday Home Owners and their guests are required to:
 - a) Act in a courteous and considerate manner towards the Company's employees and other customers of the Company,
 - b) To supervise children properly so that they are not a nuisance or a danger to themselves or others,
 - c) Not to commit any criminal offence at the Park or use the Holiday Home for the furtherance of criminal activity,
 - d) Do not commit any acts of vandalism or nuisance or use of any unlawful drugs.
- 3) Holes must not be dug anywhere on the Park nor may turf be cut into in any way. Trees, shrubs and plants may not be cut or interfered with.
- 4) No open fires are permitted on the Park except for barbecues. All necessary fire and safety precautions must be taken when using barbecues.
- 5) No firearms or explosives or fireworks may be used on the Park or the Beach. It is forbidden to carry offensive weapons or other objects likely to give offence on the Park.
- 6) Noise should be kept to a minimum and not cause annoyance to other Holiday Home Owners or visitors. Musical instruments and loudspeakers must not be allowed to cause annoyance to occupants or neighbouring holiday homes and must at all times be used with utmost consideration.
- 7) The area specifically designated for recreation is in the centre of the playing field where playground equipment is provided. It is the parents' responsibility to supervise their children whilst using the recreational facilities. The Company will not be responsible for damage occasioned to any persons or their belongings. The facilities are only to be used during daylight hours.
- 8) No alcoholic beverages may be consumed in any of the common areas of the Park.
- 9) No holiday home may be occupied by persons under the age of eighteen years unless accompanied by at least one other person of eighteen years or over.
- 10) The coin operated laundry facilities are for the use of holiday home owners and campers only and must be left clean and tidy after use.
- 11) It is forbidden to interfere with any Company property, plant and machinery or disturb or damage any flora or fauna.
- 12) Occupiers are responsible for the conduct and proper behavior of their visitors including any visiting children in their care.
- 13) Children must be accompanied at all times by an adult who will be responsible for their safety.
- 14) Children may not ride bicycles, so as to cause nuisance to others and are not to be used in the areas in front of the Reception Complex or Tavern. Skateboards, roller-skates, rollerblades or micro-scooters are only permitted to be used in the designated skate area on the play area and must not be used on the roads around the Park.
- 15) No kites are to be flown on the Park.
- 16) No games, including ball games, shall be played in any location on the Park other than the designated play areas.
- 17) Barbecues must be finished by 11.00pm.
- 18) Vandalising or defacing site property will lead to the termination of the Licence Agreement. The Company reserves the right to claim damages against a Holiday Home Owner if anyone occupying their Holiday Home causes damage to park property.

Vehicles, Boats etc

- 1) All drivers are requested to observe the 10 mph speed limit within the Park at all times.
- 2) Only private motor vehicles may be brought onto the Park and drivers are asked to keep to the designated road areas. No trade vans are allowed on site unless they are present to carry out work on a holiday home.
- 3) Vehicles must be adequately insured and comply with all relevant legislation in force.
- 4) Drivers must hold a current driving license applicable to the class of vehicle being driven. Learner drivers are NOT permitted to drive vehicles on the Park.
- 5) Not more than one car may be parked adjacent to the Holiday Home, any additional cars must gain the permission of the Company and be parked in the visitors car park.
- 6) No motorcycles, mopeds, other motorized vehicles, personal watercraft, wet bikes, trailers, jet skis, remote controlled vehicles or similar devices are permitted on the Park or beach.
- 7) Parking of vehicles on the beach is strictly prohibited and local by-laws applicable to the beach and adjoining water should be observed at all times.
- 8) Authorised tractors only are allowed on the Park and must be parked in the designated parking area.
- 9) Boats are not permitted on the Park without the written approval of the Company and must hold a valid License. Boats must be adequately insured and Boat stickers issued by the company must be on display at all times. Once approved Boats may only be kept in the designated Boat Park and may not be left anywhere else on the Park.
- 10) Motor vehicle repairs may not be carried out on the Park.
- 11) The washing of cars on the park using hosepipes is prohibited. The use of power washers on the Park is prohibited.

Pets

Small pets are allowed on the Park but must not be allowed to cause nuisance to other Holiday Home Owners. Dogs should be kept on a leash at all times. If any pet fouls any part of the Park it is the responsibility of the pet's owner to clear it away immediately. Any pets causing a nuisance on the Park will be required to be removed from the Park by their owners.

Liabilities & Insurance

- 1) Holiday Homes, cars and all other property are on the Park entirely at the owner's risk. The Company and their employees and agents shall not be liable for loss, theft or damage to or from any holiday home or other property.
- 2) The Company and their employees and agents shall not be liable for any injury, accident or mishap to any person or property on the Park engaged in any permitted or forbidden activity whether or not the same be caused or contributed to as a result of negligence or default on the part of the Company, their employees or agents.
- 3) The Company shall not be held responsible for the loss or theft of any holiday home keys.
- 4) The Holiday Home Owner shall indemnify the Company and keep him indemnified from and against all actions, proceedings and claims by third parties in respect of any loss, damage or liability caused by or arising out of any willful neglect or default by the holiday home owner and members of household, guests or visitors.
- 5) The holiday home owner agrees and covenants to insure and keep insured the holiday home with a member of the British Insurance Association against loss or damage by fire and liability to third parties and such other risks that the Company may, from time to time, reasonably require that the policy is valid for. If insurance cover is not taken out through the Company a copy of the insurance cover note must be provided to the Company. The Company does not accept any responsibility whatsoever for any Insurance Company with whom the Holiday Home Owner has insured.
- 6) The Company shall make every endeavor to ensure that every part of the park and all of the facilities thereon shall be available during the season but shall not be liable for any loss, damage or inconvenience of any nature whatsoever and to whomsoever the same may be caused arising out of the fact that any part of the park or any of the facilities thereon may not be available as a result of circumstances beyond the control of the Company or of which the Company has given notice prior to the commencement of the season.

ACKNOWLEDGEMENT OF RULES

Any dispute arising from or on the construction or interpretation of the above rules shall be determined by the Company whose decision shall be final. Failure to comply with the Park Rules and Conditions or the terms of the lease may result in immediate termination of the tenancy and all costs in the removal of the unit being those of the holiday home owner including non-refund of all site costs and rental. All occupiers must sign a copy of these Rules. The Rules signed by the Holiday Home Owner are to be held by the Company and a copy issued to the Holiday Home Owner. Copies of the Rules are available at the offices of the Company.

By signing below I do hereby agree to adhere to the Rules and Conditions set out above:

SIGNED.....

DATE.....