

Merry Lees Caravan Park Rules 2008

Dated. 7th December 1990 (amended 92-95-96-98-00-03-04-05-08)

In these rules 'the Management' means the ALDRED'S &/or such persons as may be appointed by them to manage the Park, 'OWNERS' means the owner of a holiday home or caravan whose application for a pitch licence has been approved by the management.

These regulations are designed to ensure the smooth running of Merry Lees Caravan Park & to enable all persons using the facilities to obtain the maximum benefit from their holiday home/caravan.

1.1 All users of the Park must observe these Rules & also any By-laws applying to the Park made by the Local Authority.

1.2 Caravans must be of a trailer design & must be kept in good order in clean & **ROADWORTHY** condition. They shall be of propriety manufacture & must conform to the standard laid down by the Management. Failure to maintain a caravan in a **ROADWORTHY** condition will result in the caravan being serviced by others & the cost transferred to the owner as Management require that caravans are **MOVABLE** for access & safety at **ALL TIMES**. The exterior of each caravan must be painted in colours approved by the Management & maintained to the satisfaction of the Management.

1.3 Caravans may not be taken onto or *removed from the Park without the permission of the Management*. Caravans must be sited on the precise position indicated by the Management & will not be permitted to occupy any Pitch other than the Pitch allocated on the acceptance of the application. Pitches will be allocated only for the caravan specified in the application & no other may be substituted without the Management's prior written consent. Caravans will & must be moved to fresh Pitches at any time when this appears necessary to the Management in order to improve the Park or to maintain good conditions which include the need to improve the ground/grass conditions.

1.4 The right to place & use a holiday home/caravan on the pitch allocated by Management is personal to the Owner (*and is not transferable*) and does not give the Owner the right to exclusive possession of the pitch or to any part of the Park.

1.5 The letting or subletting of a holiday home/caravan is not permitted. Holiday homes/caravans are for the use of the Owner & his close family, i.e. mother/ father/ sons/ daughters/ brother/ sister. Obtaining the **PRIOR** permission of the Management may accommodate other relatives.

1.6 No business, profession or trade shall be carried out or conducted from the Pitch or on the Park. No holiday home/caravan may be occupied as a Residence, I.E. it may only be used as a holiday home for short periods.

1.7a No fires may be lit on the park under any circumstances whatsoever.

1.7b Where prior permission is obtained for a barbecue the Owner is advised to ensure it does not cause offence to neighbours due to unwanted smells. **ALSO** the Owner must ensure that the fire is not within 10 ft of any building/holiday home/caravan/vehicle or **WITHIN 15 FT OF A GAS CONTAINER**.

1.8 No holiday home/caravan may be used for sleeping more than a reasonable number of persons. The Management shall be the sole judge of what is a reasonable number for each type of unit. Motor vehicles may not be used for sleeping purposes.

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1.9 Only one vehicle may be parked alongside or near a holiday home/caravan, any additional vehicles must be parked where indicated by Management. Motor vehicles must not be driven at speeds in excess of 10 mph. PROVISIONAL LICENCE HOLDERS & LEARNER DRIVERS may not drive on the Park. Vehicles on the Park require full road tax & insurance cover as it is regarded as being PUBLIC ACCESS. All vehicles must be adequately insured.

1.10 For the benefit & safety of all we must request Owners to chain/lock their Gas Cylinder(s) to their holiday home/caravan draw bar or leave their gas box open in order that in the event of a fire, the gas may be turned off externally.

1.11a Material may not be stored under or around holiday homes/caravans. The only items allowed under or around a holiday home/caravan are 1 or 2 gas cylinders, steps and *an approved locker*, the location of which shall be determined by the Management.

1.11b The use of awnings is permitted only when the Owner is occupying the caravan. ANY AWNING LEFT ERECTED WILL BE REMOVED & THE COST OF DISMANTLING IT WILL BE PASSED ON TO THE OWNER. Permission to erect a toilet tent must be obtained from the Management & Management will determine the location.

1.12 Dogs must be kept on a lead & exercised off the Park (through the back wood). Any fouling of the grounds (including the wood) must be removed. Dogs must be kept under close control so as not to cause annoyance or nuisance to other occupiers or persons on the Park. Dogs should not be fastened inside holiday homes/caravans as they are prone to bark, causing offence to other park users) Dogs must be removed from the Park forthwith if required by the Management.

1.13 Trees, hedges, shrubs & ditches must not be interfered with under any circumstance.

1.14 Wireless &/or TV apparatus, record/cassette/CD players, or any musical instruments must be used with due & proper regard for the other occupiers of the Park.

1.15 No person may discharge any firearms or airgun or throw or discharge any stone, missile or set fire to any fireworks on the Park. Loose ball games are not allowed around holiday homes/caravans. Owners must at all times conduct themselves with due regard to the comfort & convenience of other Occupiers of the Park & shall not indulge in indecent or offensive language or conduct. Children should be supervised at all times .

1.16 Owners must comply with reasonable instructions & requests made by the Management with regard to sanitary & other matters, in particular litter & refuse must be disposed of at the Central Refuse Disposal Point on the access road in bins provided for that purpose. The Council is introducing recycling and Owners are requested to separate rubbish as and when it is rolled out in the area. No solid or liquid deposit should be thrown in or allowed to fall in any ditch or hedge adjoining the Park.

1.17 The owner shall not permit their holiday home/caravan to be used for human habitation save between :-

Caravan (Tourer) - 1st March & before NOON on 31st October.

HOLIDAY HOME- 1st March & 4th January

1.18 The Management shall not be liable for any loss, damage or theft to or from a holiday home /caravan or vehicle & will not accept liability for any injury sustained by any person using the leisure facilities provided on the Park.

1.19 For use in case of emergency, a spare key for the holiday home/caravan MUST be left with the Management.

1.20 If requested the Owner shall afford the Management, the medical health officer or other official authorised by Management facilities for the inspection of the holiday home/caravan & the Pitch at all reasonable times.

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1.21 Every holiday home/caravan must have readily available a fire extinguisher of a type & design approved by the Management.

Fire hose reels *MUST NOT BE USED* other than for fire fighting purposes.

1.22 All holiday homes/caravans MUST be covered by adequate insurance at the Owners expense preferably through the PARK MANAGEMENT'S Approved Insurers. The Owner will provide the PARK MANAGEMENT with details of any insurance intermediary obtaining this insurance on their behalf and hereby consent to that intermediary verifying to the Management the existence of cover. (Owners who insure other than through the approved Insurer will be required to forward a Photostat copy of their annual renewal notice or other evidence that the policy is in force. (This is for the benefit of all Owners to ensure that they are protected for damage caused by their near neighbours). An Administration fee may be charged for this.

1.23 The only gas cylinders permitted on the Park (other than visiting Tourers) are the current brand sold by the Park & any others violate the *PARK INSURANCE* conditions. As such other types of cylinders *WILL NOT* be allowed on the Park.

1.24 The Management reserve the right to make additions or amendments to these Rules at any time, such amendments & conditions come into effect immediately they are posted on the Park notice boards.

1.25 To comply with the Park licence, Holiday Home/ Caravan Owners must have a main residence off the Park & cannot claim residence on the Park. The caravan cannot be Sublet. The Holiday Home/ Caravan Owner cannot have Post / Letters addressed to his Holiday Home/Caravan. (In an emergency he/she may have it addressed "c/o The ALDRED'S "only with prior consent).

2 HEALTH AND SAFETY

2.1 The nearest telephone is at the house. The next nearest is at the Little Chef near Staxton.

2.2 In the event of fire: Sound the fire alarm by ringing the fire gong located adjacent to the fire hoses & use the fire hose providing it is safe to do so.

2.3 Doctors and other telephone numbers are posted on each fire hose box & at the Pay Phone.

2.4 Small first aid requisites may be obtained from the house.

2.5 The nearest Hospital is at Scarborough.

2.6 During the Hours of Darkness the large Barrier is LOCKED. The gate can be unlocked by contacting Management at Reception or Phoning 01944 710080

3 FEES AND CHARGES

3.1 THE HOLIDAY HOME/CARAVAN OR VEHICLE OWNER SHALL UNDERTAKE TO PAY THE ANNUAL PITCH FEE OR STORAGE FEE & OTHER CHARGES REQUIRED TO BE PAID BY HIM/HER PROMPTLY AS THEY FALL DUE. (THE FEE IS NOT NORMALLY REFUNDABLE AND IS SUBJECT TO A 10% EARLY PAYMENT DISCOUNT IF PAID BY 10TH OF MONTH – ADDITIONAL INVOICE FOR MISSED 10% DISCOUNT WILL BE RAISED IF NOT PAID ON TIME).

3.2 The Management shall be entitled to charge interest on any arrears of the annual Pitch or Storage fee & other charges at a rate of 4% above the base rate from time to time in force of a clearing bank nominated in writing by the Management but this shall not entitle the Owner to withhold or delay payment of the annual Pitch fee or in any way affect the right of Management in relation to any arrears.

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3.3 If there shall be any breach of the undertakings on the part of the Owner the Management shall be entitled to serve written notice on the Holiday Home/Caravan Owner to terminate the agreement to use the Pitch or Storage Area & require the removal of the holiday home/caravan from the Park.

3.4 If after expiry of this agreement the holiday home/caravan or any property of the Holiday Home/Caravan Owner remains on the Park & the Holiday Home/Caravan Owner fails to remove it within 21 days of written request by Management or if after using their best endeavours the Management is unable to locate the Holiday Home/Caravan Owner the Management may as agents of the Owner sell such property & shall account to the owner for the surplus proceeds (if any) after payment of any sums due to the Management & the expense of removal & sales. If after using their best endeavours the Management are unable to locate the Holiday Home/Caravan Owner the Management shall be entitled to retain the surplus proceeds of the sale as their own unless the Holiday Home/Caravan Owner claim the same within 3 years of the date of the sale of the property.

3.5 Tents or Motor homes are not allowed on the Park.

4 **SPECIAL CONDITIONS FOR STORAGE**

4.i The Conditions and Regulations applicable to the Park are generally applied to STORAGE usages for Caravans, Trailers, Boats or Vehicles of any Description once accepted for STORAGE. (The Management shall not be liable for any loss, damage or theft to or from a holiday home/caravan/trailer/boat or vehicles of any description & will not accept liability for any injury sustained by any person using the storage facilities).

4.ii The Owners of stored units must notify the Management when they are on the property and especially when taking or returning the Unit. This regulation is for Security. Also ensure the Gate is locked if you utilise the KEY.

4.iii Caravans on Pitches (or in STORAGE) may not be sold from the property without the prior permission of the Management. Except for Holiday Homes, this permission will not normally be granted, and any person violating this regulation will be instructed to vacate the property with any remaining pitch or storage fee remaining forfeit.

Issued By *Merry Lees Limited*,

On Behalf of Aldred's