

PARK RULES

In the following Rules and Conditions St Davids Leisure Limited of Berthlwyd Hall Holiday Park, Llechwedd, LL32 8DQ will be referred to as the Company and Holiday Home Owners as 'you'/'your'. These Park Rules are in place for the good management of Berthlwyd Hall Holiday Park and the benefit of all who use it. These rules form part of the Licence Agreement that is the contract between us for your occupation of a pitch on the park. They should be read alongside your Licence Agreement. You must make sure that anyone using your Holiday Home is aware of the Park Rules.

The Company reserves the right to add to and/or otherwise amend these rules at its discretion but no change will reduce your rights under the Licence Agreement. Where any of these Rules and Conditions gives us a discretion we will exercise it reasonably. A copy of the Rules and Conditions will be displayed at Reception.

The rules set out below are the Park Rules referred to in your Licence Agreement. You are reminded that breach of these rules is a breach of your Licence Agreement and could result in termination of the Licence Agreement.

1) **Safety**

You must use the park safely and should not cause danger to others. You must obey all health and safety notices displayed on the park and act on the reasonable instructions of park staff in matters of health and safety.

2) **Electricity Charges**

Electricity bills will be submitted in November in each year and are payable within 28 days of the invoice date.

3) **Gas Cylinders and Sale**

All holiday homes must be equipped with two gas cylinders purchased from the Company. Orders for a refill cylinder may 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.

4) **Wi-fi**

Wi-fi is available to holiday home owners. There is no additional charge for this service. Our wi-fi can be very restricted due to our rural location and is not for streaming. The service may not be the same as you are used to at home.

5) **Facilities**

The usual opening and closing dates of our facilities are provided on our website. However, the dates and times of opening may be subject to change depending on seasonal fluctuations or unforeseen circumstances.

6) **Utilities Installations**

If you experience any problem with the park's electrical, gas or water system, you should contact us. You must not attempt to work on any part of the park's electrical, gas or water system yourself; this includes any installations on the pitch.

7) **Mail**

You may not use the park address for postal deliveries.

8) **Holiday Homes & Pitches**

- a) 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.
- b) Only people lawfully visiting with your permission may enter the park. The number of visitors may not exceed the capacity of your Holiday Home. Visitors may arrive after 9am and must leave by 11pm. It is your responsibility to ensure your visitors and all occupiers of your holiday home adhere to the park rules.
- c) Plots and holiday homes must be kept clean and tidy at all times. Plots and landscaped areas must be kept free from weeds. No goods can be stored under or on top of the holiday homes. You must not change the colour of the exterior of your holiday home without prior consent in writing.
- d) Timber decking and timber clad lodges must be treated at regular intervals to ensure they are protected and to maintain their visual appearance. Such work (including details of contractors and materials to be used) must obtain the written consent of the Company prior to work commencing. Lodges must be treated to the manufacturers specification and should remain in the same colour as originally purchased. The only exception to this is those lodges clad in cedar, where treatment is not required or recommended. Decking must be treated in a clear stain or oil.
- e) 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. Work must be completed by an approved contractor.
- f) We do not permit the erection of fences or any means of enclosure of a holiday home pitch.
- g) 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 which benefit their Holiday Home, and that such beds are maintained in a tidy manner.
- h) 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 refuse compound. Please make use of the recycling facilities available. The refuse compounds on Park are for the use of household general waste contained within refuse sacks. No other waste or larger items should be left here and must be taken offsite by you for disposal at the local waste centre. CCTV is in operation to monitor the use of the disposal points, and any unauthorised use will incur a minimum fine of £50 or more dependent on quantity of waste.
- i) Please do not feed wild birds or animals, this behaviour can encourage rodent activity.
- j) 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. Only biodegradable 'septic tank friendly' detergents and disinfectants are allowed for use on the Park.
- k) 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 Holiday Home window frames are permitted.
- l) 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. Please contact reception for details of current charges.

- m) Electricity, gas and water must be switched off at the mains when holiday homes are not occupied.
- n) Holiday Home owners are responsible for complying with all statutory regulations, requirements of competent authorities and recommendations of the National Holiday Home Council Limited relating to the ventilation of Holiday Homes. In particular, Holiday Home Owners must ensure that all fixed ventilation openings, ventilation screens and grilles are kept clean and unobstructed at all times.
- o) No holiday home shall bear any advertising matter other than the manufacturers' name. No other notice or signs may be affixed anywhere on the Park.
- p) 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.
- q) No tented structure shall at any time be erected or stationed on the Park. Touring Holiday Homes/motor homes/trailer tents are not allowed.
- r) The permitted electrical load of any circuit breaker fitted to the electricity supply must not be exceeded.

9) Pitch Developments

- a) Any alterations you wish to make to your holiday home or pitch (as examples this includes decking, planting, TV aerials, satellite dishes, patios, pathways, parking bays, storage sheds) must obtain the written consent of the Company.
- b) 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.
- c) Where permitted by the Licence Agreement, work may be carried out by our approved contractors or by any other contractor to whom our written consent has been given. We will not withhold consent unreasonably but must be satisfied that:
 - i. they have the appropriate skills and insurance for work on a Holiday Home park, which is a specialist task,
 - ii. they will comply with our reasonable requirements about carrying out the work, including minimising disruption to others and complying with the park rules at all times.
- d) You must inform us of all times when contractors are due to attend park.

10) Water Drainage and Winter Protection

- a) 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.
- b) Other precautions to be taken include the following:
 - As always, turn the water off each time you finish using your home.
 - Flush the toilet to remove any water and add anti-freeze.
 - All exposed pipe work above the ground should be securely and adequately lagged.
 - Ensure your central heating system has anti-freeze added.
- c) Access to the park during the closed period of 14th January and 1st March 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 unless we have been negligent. Please remember it is unlikely that your insurance will cover you for frost damage.

11) Fire Precautions

- a) 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.
- b) 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.
- c) Holiday Home Owners should familiarise themselves with the whereabouts of fire points and be aware of the closest to their holiday home.
- d) The use of portable paraffin or gas heaters is prohibited and this rule must be strictly observed.
- e) Liquefied petroleum gas cylinders must be situated outside the units.
- f) Both gas and electricity supplies must be switched off at the mains/bottle when the home is not being used.

12) 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.

13) Behaviour

- a) No profession, business, trade or agency of any nature may be carried out on the Park.
- b) Holiday Home Owners and their guests are required to act in a courteous and considerate manner towards the Company's employees and other customers of the Company,
- c) Holes must not be dug anywhere on the Park nor may turf be cut into in any way.
- d) Trees, shrubs, plants and hedges may not be cut or interfered with. If you find any tree or hedge a nuisance or unsatisfactory you should take the matter up with us; do not deal with it yourself. You must not plant any tree or shrub without written consent from the Park. You must not climb any tree. You must not tie anything to any tree or shrub without our agreement in writing (which we will not withhold unreasonably where the tie is a means of support for any tree or shrub which you have planted with our agreement).
- e) No open fires are permitted on the Park except for barbecues. All necessary fire and safety precautions must be taken when using barbecues. No fireworks or Chinese lanterns are permitted on the Park.
- f) 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. Barbecues must be finished by 11pm.
- g) The area specifically designated for recreation is located at the top of the park, 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.
- h) No alcoholic beverages may be consumed in any of the common areas of the Park.
- i) 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.

- j) The coin operated laundry facilities are for the use of holiday home owners only and must be left clean and tidy after use. No dog blankets or beds are to be washed in the laundrette.
- k) It is forbidden to interfere with any Company property, plant and machinery or disturb or damage any flora or fauna.
- l) Occupiers are responsible for the conduct and proper behaviour of their visitors including any visiting children in their care.
- m) Children under 16 years of age must be accompanied at all times by an adult who will be responsible for their safety.
- n) You may not ride bicycles so as to cause nuisance to others, and not in the areas in front of the Reception/pool building. Skateboards, roller-skates, rollerblades, micro-scooters, electric scooters, karts or similar are not permitted to be used on the roads around the Park.
- o) No flying objects such as kites or drones are to be used on the Park.
- p) No games, including ball games, shall be played in any location on the Park other than the designated play areas.
- q) You must keep away from any vacant pitches.
- r) In the event of persistent or serious misconduct by you, a member of your family, your occupiers, visitors or guests, we will follow any relevant notice procedures in our agreement with you. We do not have to follow any formal procedure to eject other visitors.

14) Swimming Pool

- a) A separate 'Pool Rules' document must be accepted and signed by holiday home owners and their guests. Signage as displayed around the pool area must be adhered to. Anyone abusing the facilities or not complying with the rules will be asked to leave the area immediately.
- b) No pets are allowed in the pool area.
- c) Running, jumping or diving is prohibited in the pool area.
- d) For the comfort of others, lilos, balls and other inflatables are prohibited within the pool.
- e) Children must be accompanied at all times by an adult aged 18 or over who will be responsible for their safety.
- f) Breakable glasses, bottles and other such items are not permitted within the pool area.
- g) The pool is unsupervised and as such the co-operation of all is requested in ensuring compliance with the rules in the interest of safety and also in offering enjoyment and pleasure for all.

15) Vehicles

- a) All drivers are requested to observe the 10 mph speed limit within the Park at all times.
- b) 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.
- c) You must insure all vehicles you use on the park as for use on the public road.
- d) You must not keep disused or unroadworthy vehicles anywhere on the park. We reserve the right to remove any vehicle which is apparently abandoned.
- e) 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.
- f) 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.

- g) No motorcycles, mopeds, other motorized vehicles, boats, personal watercraft, wet bikes, trailers, jet skis, remote controlled vehicles or similar devices are permitted on the Park.
- h) Motor vehicle repairs may not be carried out on the Park.
- i) The washing of cars on the park using hosepipes is prohibited. The use of power washers on the Park is prohibited.
- j) Electric cars must not be charged from holiday home pitches under any circumstance. Electric cars may only be charged on site using the designated charging points located within the main car park.

16) Pets

- a) 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 short lead 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.
- b) Any pet or animal you bring must be supervised by and under the control of you, or of a responsible adult in your party, at all times. This means you may not leave any pet or animal unsupervised in a holiday home or anywhere else on the park at any time, apart from small pets which live in a cage, aquarium or similar and which may be left safely for short periods. Nor may you leave any pet or animal under the supervision of any person aged under 18. These rules apply even if the pet or animal knows the park well and you believe them to be well-behaved.
- c) If you do not supervise and control any pet or animal, or allow it to cause nuisance to others, we are likely to ask you to remove it from the park straight away. Depending on the circumstances, you may not be allowed to bring it back, or may only be allowed to do so with our written permission, which we would not withhold once our reasonable concerns have been addressed. This is because we cannot allow the safety of others to be put at risk.

17) Liabilities & Insurance

- a) 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 wilful neglect or default by the holiday home owner and members of household, guests or visitors.
- b) The Company shall make every endeavour 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.
- c) The Company may also give notice before any season begins that a facility will not be available for some or all of that season if that is reasonably necessary for reasons relating to the repair or redevelopment of the park.
- d) The Company and its employees cannot be held responsible for any damage caused by or arising from any power failure unless this has been caused by our negligence.

ACKNOWLEDGEMENT OF RULES

- 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.

- A breach of one of these Rules may put your right to remain on the park at risk. Please refer to clause 11 of the Licence Agreement.

You acknowledge that you have received a copy of the Park Rules and fully understand and agree to adhere to them.

Signed by Buyer(s): _____

Name(s): _____

Pitch: _____ Date: _____