



## **PARK RULES**

In the following Rules and Conditions St Davids Leisure Limited of Coed Helen Holiday Park, Coed Helen Road, Caernarfon, LL54 5RS, will be referred to as the Company and Holiday Home/lodge owners as Holiday Home Owners. 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.

### **Electricity & Gas (where applicable) Charges:**

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

### **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.

### **Holiday Homes & Pitches:**

- 1) 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.
- 2) 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.
- 3) 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 painted 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.
- 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.
- 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 which benefit their Holiday Home, 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. Only biodegradable 'septic tank friendly' detergents and disinfectants are allowed for use on the Park.
- 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 Holiday Home 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 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.
- 13) 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.
- 14) 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.
- 15) No tented structure shall at any time be erected or stationed on the Park. Touring Holiday Homes/motor homes/trailer tents are not allowed.

#### **Pitch Developments:**

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. 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. 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 (a) they have the appropriate skills and insurance for work on a Holiday Home park, which is a specialist task (b) 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.

#### **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. 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.

Access to the park during the closed period of 4<sup>th</sup> January and 1<sup>st</sup> 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.

#### **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 act in a courteous and considerate manner towards the Company's employees and other customers of the Company,
- 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) 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.
- 6) The area specifically designated for recreation is towards the front of the park adjacent Molly's restaurant, 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.
- 7) No alcoholic beverages may be consumed in any of the common areas of the Park.
- 8) 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.
- 9) 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.
- 10) It is forbidden to interfere with any Company property, plant and machinery or disturb or damage any flora or fauna.
- 11) Occupiers are responsible for the conduct and proper behavior of their visitors including any visiting children in their care.
- 12) Children must be accompanied at all times by an adult who will be responsible for their safety.
- 13) 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.
- 14) No flying objects such as kites or drones are to be used on the Park.
- 15) No games, including ball games, shall be played in any location on the Park other than the designated play areas.
- 16) Barbecues must be finished by 11.00pm.



### **Outdoor Pool:**

- 1) Conditions as displayed at reception must be accepted and signed by holiday home owners and their guests. Anyone abusing the facilities or not complying with the rules as displayed will be asked to leave the area immediately.
- 2) No pets are allowed in the pool area.
- 3) Running, jumping or diving is prohibited in the pool area.
- 4) For the comfort of others, lilos, balls and other inflatables are prohibited within the pool.
- 5) Children must be accompanied at all times by an adult aged 18 or over who will be responsible for their safety.
- 6) Breakable glasses, bottles and other such items are not permitted within the pool area.
- 7) 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.

### **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, boats, personal watercraft, wet bikes, trailers, jet skis, remote controlled vehicles or similar devices are permitted on the Park or beach.
- 7) Motor vehicle repairs may not be carried out on the Park.
- 8) 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) 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.
- 2) 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.



- 3) 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.
- 4) 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: \_\_\_\_\_

### **Frequently Asked Questions**

We are confident you will enjoy many happy holidays in your Holiday Home. This is a holiday park and it is important you consider what that means. The following questions and answers explain the holiday use requirement.

**Q. What can my Holiday Home be used for?**

A. Holiday Homes at our Park can only be used for holiday purposes. This means the Holiday Home may not be someone's main residence. That is why we ask you about the address of your main residence and will continue to do so while you own the Holiday Home.

**Q. What is a holiday?**

A. A holiday is a period of recreation away from your main residence, during which no work is done.

**Q. How long can a holiday be?**



- A. Individual circumstances vary. The point is that someone who is on holiday has their main residence elsewhere where they mainly live.
- Q. How frequently can I have a holiday?**
- A. There is no limit to the number of holidays which can be taken in the Holiday Home provided that it is not used as someone's only or main place of residence.
- Q. Can I work locally, and my children go to local schools?**
- A. No, as commuting to work or school from this Park would be taken as strongly indicating the Holiday Home is being used as someone's main residence.
- Q. Can I register with the doctor locally?**
- A. Of course, people get ill on holiday and may use the local doctor as a temporary patient. It should not be necessary for someone with a main residence elsewhere to register with the doctor for holiday periods unless they have particular health requirements.
- Q. I am retired. Can I use the Holiday Home all the time?**
- A. Being retired does not mean you are on holiday. The test is whether you have a main residence elsewhere.
- Q. My main residence is overseas. Does this count?**
- A. Yes, but all the facts are relevant when deciding whether the overseas property or the Holiday Home is your main residence. These would include whether you own the overseas property or, if it is rented, then how long you have rented it for, how much time you spend in the Holiday Home and how much in the overseas property.
- Q. Can I run a business from the Holiday Home?**
- A. Definitely not. This would not be consistent with holiday use. However, if someone wanted to keep in touch with their work or business whilst they are on holiday, for example, they could use a laptop, tablet or smartphone.
- Q. Can I have post delivered to the park?**
- A. We do not facilitate this. If post is delivered as a matter of course, this would indicate the Holiday Home is being used as an only or main place of residence.
- Q. Can I register for Council Tax in order to obtain Housing Benefit?**
- A. No. Business Rates and not Council Tax are charged for Holiday Homes. Paying Council Tax or receiving Housing Benefit to pay the Pitch Fees would be taken as strongly indicating the Holiday Home is being used as a main residence.
- Q. What happens if I break the holiday rule?**
- A. Your Licence Agreement with us contains your undertaking to comply with the holiday rule. If you broke that we would ask you to stop doing so. If you were to fail to comply, we would be entitled to terminate the Licence Agreement and to ask you to remove the Holiday Home. The planning authority might also take action against you for breach of the holiday rule.
- Q. What happens if my circumstances change?**
- A. Your Licence Agreement does not allow the Holiday Home to be used as a main residence, even on a temporary basis.