



## GUIDANCE

The Guidance below does not contain any new Licence Conditions or Park Rules. We use it to highlight some practical points about spending time on our Park and to remind you of some of the important conditions and rules in a less formal way.

This Guidance does not form any part of the Contract between the Parties.

NB: The Swalwell Holiday Group reserves the right to make additions or deletions to these Park Rules from time to time as it considered necessary for the general safety or proper and efficient management of the Park.

- Clause 1.4 of the Licence Agreement clarifies the exact relationship of 'Family Member'
- Clause 4.5 of the Licence Agreement requires you to insure the Holiday Home and its contents.
- Clause 4.7 of the Licence Agreement requires you to comply with the Site Licence. A copy of the current Site Licence is always available at Reception. Please note that the Park Licence may be updated from time to time.
- Clause 4.8 of the Licence Agreement says that you need our permission for any building works.

Please note the following:

- If you wish to add any external structure to the Holiday Home such as a fence, decking (extending existing decking) or a hot tub, we ask that you send us plans of what is proposed. If we give our permission, it will remain your responsibility to ensure that the work wouldn't breach any term of the Park Licence and that your unit will still be a holiday home in the eyes of the law and in particular be physically capable of being moved by road from one place to another (whether by being towed, or by being transported on a motor vehicle or trailer).

We may attach reasonable conditions such as requiring an inspection at intervals during the course of construction. We will not withhold consent unreasonably.

- Satellite dishes count as TV aerials and are a potential nuisance to your neighbours. They are required to be fixed to your decking and be above a height of 6'6".
- Clause 4.9 of the Licence Agreement requires you to give us written notice of any work to be carried out by external contractors. We require from contractors copies of Public Liability Insurance, any relevant qualifications and that they complete the H & S Policy Handbook for Contractors.
- Clause 5 of the Licence Agreement sets out our Behaviour Standards and they are important. You are responsible for your behaviour and that of your family, visitors and contractors whilst on the Park. We recommend that you supervise your children at all times.
- Clause 7 of the Licence Agreement sets out the terms under which you can 'gift' the caravan.

- Clause 7. a) of the General Conditions for Holiday Home Owners requires that site fees can be paid in the following ways. Payment in full of all fees; pitch fees and insurance are payable by 31 December with environmental fees (which include Refuse Charges, Water and Sewage Charges, Ground Maintenance) are due by 31 March; or, monthly instalments can be made by Direct Debit through Premium Credit, there is a charge for this service.
- Clause 7. f) of the General Conditions for Holiday Home Owners confirms that your caravan is at risk and your Licence Agreement may be terminated. Failure to pay any part of the fees or other charges may result in the caravan being disconnected from the services. A disconnection charge of £40 and reconnection charge of £40 (£80 in total) will be payable in this event.
- Clause 9 of the General Conditions for Holiday Home Owners confirms the Swalwell Holiday Group reserves the right to charge an administration fee of £30 inclusive of VAT in order to collect evidence of a valid policy / schedule of insurance
- Clause 10 of the General Conditions for Holiday Home Owners requires all gases to be ordered and paid for before delivery. The Park reserves the right to increase the price of gas bottles commensurate with any increases in price from the supplier. If gases are required out of hours or at weekends during the closed season, a call-out charge will be applied. Only 2 x 47kg bottles are permitted to each Holiday Home.
- Clause 11 of the General Conditions for Holiday Home Owners advises an administration charge of £30 inclusive of VAT will be applied.
- Clause 15. a) of the General Conditions for Holiday Home Owners prohibits 'combustible structures between caravans' (as described in Clause 4.7 of Part II Terms and Conditions of Licence Agreement).
- Clause 15. c) of the General Conditions for Holiday Home Owners requires that the aesthetic look of the Park be upheld and that all Health and Safety provisions are adhered too. If an owner wished to alter, repair or replace any part of their decking, plans must be submitted and approved by Park management.
- Clause 15. d) of the General Conditions for Holiday Home Owners advises that decking cannot be of wrap-around style and must allow a minimum distance of 3.5m between decking and neighbouring holiday home. This is a requirement of the Caravan Site Licence.
- Clause 19. F) of the General Conditions for Holiday Home Owners advises that holiday homes must be drained down when left unattended for a period during winter times. The Park have fully qualified Gas Safe Engineers who are certified to carry out these procedures. Owners should be aware that if they carry out their own drain downs and an over-wintering problem occurs which results in an insurance claim – you may not be covered under the terms of your Insurance Policy.
- Clause 21. a) of the General Conditions for Holiday Home Owners advises the Park will charge 15% commission (+ VAT) on the sale price of all caravans sold by Owners.
- Clause 21. b) of the General Conditions for Holiday Home Owners advises owners are required to confirm by letter that, to the best of their knowledge the holiday home is in a good state of repair.
- Clause 26. a and b) of the General Conditions for Holiday Home Owners advises that if the Park cannot settle the complaint we will provide the name and website address of an 'ADR entity' which would be competent to deal with the complaint should the consume wish to use alternative dispute resolution.