



Auchenlarie Holiday Park
Gatehouse of Fleet
Dumfries and Galloway
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GENERAL CONDITIONS FOR HOLIDAY HOME OWNERS

Introduction:

These Park Rules are in place for the good management of Auchenlarie 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.

The Park Rules do not affect anything to which you are entitled under the terms of your Licence Agreement.

The expression 'you'/'your' means the Caravan owner and/or occupier (and this includes anyone using or hiring the Caravan from you). The expression 'we'/'us'/'our' refers to the Park owner and/or Manager.

Please make sure that anyone using the Caravan is aware of the Park Rules.

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.

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

1. The pitch is let to the person or persons named on the Holiday Home invoice and is ONLY transferable if certain criteria is met (for clarity - Clause 7, 7.1,7.2,7.3,7.4 and Clause 1, 1.4 of Part II Terms and Conditions of the Licence Agreement). Each pitch number must be clearly displayed on the caravan.
2. a) Authority for conduct on the Park is vested in the management and security of tenure is only guaranteed provided that all rules, notices and Health and Safety notices displayed on the Park and instructions of the management are strictly observed. **YOU SHOULD USE THE PARK SAFELY AND NOT CAUSE DANGER TO OTHERS.** (for clarity – Clause 5, 5.1,5.2,5.3 of Part II Terms and Conditions of the Licence Agreement)

You should respect the privacy of other Caravan owners and keep noise to a minimum between the hours of 10.00 AND 08.00 with absolute quiet between 23.00 and 07.00.

b) Ejection on grounds of behaviour. 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 the Licence Agreement. We do not have to follow any formal procedure to eject other visitors.

3. a) Vehicles, Boats, Jet-Skis and Holiday Homes, including their accessories and contents are admitted onto the park at the owner's risk **YOU ARE SOLELY RESPONSIBLE FOR SECURING THESE ITEMS.** (for clarity - Clause 4, 4.5 of Part II Terms and Conditions of Licence Agreement)
b) You should use the Park safely and should not cause danger to others.
c) You should 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.
d) You must follow the procedure for use of the swimming pool and all the separate rules applicable to the pool. The rules and procedure are displayed at the swimming pool and are also available at pool Reception.
4. Management is also responsible for ensuring that planning and licensing controls are adhered to (under the terms of the Caravan Sites and Control of Development Act 1960: Caravan Site Licence issued by Dumfries and Galloway Council). This is a legal requirement for the Licence Holder who must uphold all conditions on the Park.
5. Subletting: Letting of the Caravan is not permitted unless all requirements are met (for clarity - Clause 15, 15.1,15.2 of Part II Terms and Conditions of the Licence Agreement) and a private hire document is issued by the Park.
6. Holiday Home owner(s) must not carry out any trade or business whatsoever, in or from the Holiday Home (for clarity - Clause 5, 5.3.7 of Part II Terms and Conditions of the Licence Agreement).
7. a) In accordance with the Site Licence and Planning Permissions, We are open all year round for owners. Pitch fees are payable in advance each year and are due by 31st December. Unless authorised absolutely no deviation from this will be tolerated. Environmental Charges (which include Refuse Charges, Water and Sewage Charges) are due on 31st March. Other amenities, facilities and entertainment will be available from time to time during the closed season, at the discretion of management.
b) No person (unless employed by Auchenlarie) can live on the Park.
c) Your caravan may not be used for sleeping a number of persons greater than the 'maximum sleeping capacity' stipulated in your licence agreement; if no number is stipulated then it may not be used for sleeping a number of persons greater than the number for which it was designed.
d) Only people lawfully staying with your permission have permission to enter the Park. It is your responsibility to ensure that your visitors and all occupiers of your caravan adhere to the Park Rules.
e) The owner of the caravan is not allowed to be registered with the local authority as their permanent address and may not use the caravan as their main or sole residence.

(also, any post of an official nature will not be accepted at park and will be returned to the sender).

f) Please note: your caravan is at risk if you do not keep your account payments up to date. All accounts with outstanding debts will be looked at individually and letters will be sent out detailing a required course of action. If you do encounter problems paying your fees etc, please speak to us and we will try and help.

8. External caravan maintenance is only to be carried out by the Park's own staff, or approved contractors with the Park's approval. (for clarity - Clause 4, 4.8 of Part II Terms and Conditions of the Licence Agreement).
9. All Holiday Homes must be fully insured and have adequate third party cover and public liability cover of at least £2 million. We suggest that any Holiday Home should be insured through our own scheme and we suggest that they are covered on a New for Old basis for the first five years of their life. If any Holiday Home is not insured through us then please ensure you declare such cover when asked. A fee will be charged for asking for this declaration. Absolutely no uninsured Holiday Home can be stationed at Auchenlarie. (for clarity - Clause 4, 4.5.2 of Part II Terms and Conditions of the Licence Agreement).
10. a) Gas bottles are not to be chained, secured to the Caravan structure or stored in external storage boxes and must not be transported onto the Park, only gas cylinders supplied by the Park may be installed (under the terms of the Caravan Sites and Control of Development Act 1960: Caravan Site Licence issued by Dumfries and Galloway Council). The Swalwell Holiday Group reserves the right to deliver, but refuse connection of gas cylinders where a Gas Safety inspection certificate is not held on file. The Park reserves the right to cut any chain securing the cylinders to the Caravan.
b) Gas must be paid for prior to delivery
c) The maximum number of gas cylinder permitted to any one Caravan is 2 x 47kg
11. All Holiday Homes (even privately owned ones) require an annual Gas Safety inspection to be carried out by a Gas Safe Registered Engineer and all portable electrical appliances require an annual PAT electrical inspection to be carried out by a suitably qualified technician working to current guidelines. We have our own qualified Gas Safe and Electrical Engineers to carry out these checks. If you use an outside Contractor they must provide evidence of their suitability and comply with Park Health and Safety requirements. A copy of the Gas Safe certificate and PAT electrical certificate must be submitted to the office and be 'in date' at all times. The Swalwells would fail in our duty of care to all Holiday Home owners if we did not insist on this and include it in our rules.
12. a) You must ensure that all occupants of your caravan are familiar with the location of the fire points and the contents of the fire notices displayed at each point.
b) You must not store fuels or combustible materials other than lpg containers on the Park.
13. You must not deposit refuse outside your caravan. You should use the refuse bins provided.

Recycling points are available on the park and you should use these facilities where appropriate

14. You are responsible for the cleanliness of the caravan pitch. You are responsible for keeping the area around the caravan clean and tidy.
15. a) Timber or plastic storage units and sheds are not allowed. Any such unit must be of totally non-combustible material and securely anchored. (for clarity - Clause 4, 4.7 of Part II Terms and Conditions of Licence Agreement).
b) Erection of any fences, drying lines, storage units, paving slabs, verandas, fences and TV aerials etc is not permitted without the prior permission of the management who may in some cases have to seek approval from the local council and charge accordingly for obtaining that approval. (for clarity - Clause 4.7 and 4.8 of Part II Terms and Conditions of Licence Agreement). Don't forget, we know the position of cables and pipe work underground. Without this knowledge you could cause expensive damage. Any contravention of this might put us in breach of any condition of the Site Licence.

c) Deckings/verandas, unless otherwise agreed by management, must be **no less** than 3.5m from adjacent Holiday Home. They **cannot** face each other in the space between Holiday Homes (for clarity - Clause 4.7 and 4.8 of Part II Terms and Conditions of Licence Agreement). They must **not** be enclosed and car ports and covered porches are not allowed. Painting of new deckings/verandas, the colour must be approved by Management. Any contravention of this might put us in breach of any condition of the Caravan Site Licence.

d) All deckings/verandas will be constructed by Swalwell Holiday Group or one of our approved contractors to ensure these structures conform to the standard design, materials and construction approved throughout the Park (for clarity - Clause 4.7 of Part II Terms and Conditions of Licence Agreement and in compliance with the Caravan Site Licence) unless otherwise agreed with Park management.
16. a) You must drive all vehicles on the park carefully and within the displayed speed limit.
b) You must hold a full current driving licence to drive any vehicle on the park.
c) You are not permitted to give anyone driving lessons on the park and we do not permit learner drivers to drive on the park.
17. Dogs must be kept on a lead whilst on the holiday home Park and exercised beyond the boundary or in the designated dog walk. Should any accidental fouling occur it must be removed immediately. Don't forget that when you sign your pitch reservation form you are agreeing that you have read and will abide by our rules. This also includes the rule regarding dog fouling.
18. Breeds of dogs that are subject to the Dangerous Dog's Act 1991 are not allowed. Your licence agreement contains undertakings not to cause any nuisance, undue noise or disturbance. These extend to the behaviour of pets and animals. Nothing in these Park Rules prevents you from bringing an assistance dog to the park if this is required to

support your disability (and Assistance Dogs UK or any successor body has issued you with an identification book or other appropriate evidence).

19. a) It is your responsibility to drain down and prepare the caravan for the end of season.
 - b) You must ensure all gas, electricity and water connections are switched off throughout the closed season.
 - c) During the closed season we recommend that the curtains of your caravan are drawn back and all items of value removed.
 - d) You must switch off all gas, electricity and water connections when the caravan is not occupied.
 - e) 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.
 - f) Holiday Homes should be drained down at the end of each season and we offer a service to do this and also to gas and electric test your Holiday Home each year.

20. a) No guns, whatsoever, will be allowed on the Park (for clarity - Clause 5, 5.3.4 Part II Terms and Conditions of Licence Agreement).
 - b) You may not fly drones, powered model aircraft or any other powered flying objects on the park

21. a) The owner must notify the Park of their intention to place the Caravan on the market for sale. All Holiday Home sales must be arranged through Swalwell Holiday Group. All conditions of sale are covered in Clause 6 of Part II Terms and Conditions of Licence Agreement. Refunds due are also covered in Clause 13, 13.3 of Part II Terms and Conditions of Licence Agreement.
 - b) In addition to your legal rights our Warranty Terms for Holiday Homes purchased from Swalwell Holiday Group stock are:

New to 5 years	subject to individual manufacturer's warranties
Five years and upwards	No guarantee
Customer sale	No guarantee given from the Swalwell Holiday Group whatever age

We will ensure that all pre-owned holiday homes offered for sale have been safety checked by suitably qualified contractors (eg Gas Safe Registered etc) and have valid safety check certificates

- c) Holiday Homes for sale will still attract Environmental Charges, Pitch Fees and Insurance charges whilst occupying a pitch.
- d) The maximum age limit of a caravan permitted to be sold on park to a private buyer is no older than 15 years old from date of manufacture.
- e) The minimum retail price for any Holiday Home sold onto AHP will be £3,500 irrespective of its age (up to 15 years old). This is solely a means of obtaining a suitable margin for each Holiday Homes. It must not be taken as payment that would automatically be paid on a repurchase or a loss for insurance purposes.
- f) No Holiday Home over 20 years old can remain at Auchenlarie.
- g) Any caravan sale at Auchenlarie must be accompanied by a gas safety certificate and an electrical safety check certificate irrespective of whether it is an Auchenlarie

sale or a customer sale.

h) Where the caravan is to be transferred to a family member, evidence of such relationship is required by form of marriage certification or birth certification, if the surname is not the same. However, if the surname is the same, then photo identification such as passport, or photo card driving licence which confirms the surname, is acceptable. Where such evidence is not available, a statutory declaration is required confirming the family relationship between the Owner and the 'Buyer' as a pre-requisite for the issue of a new agreement.

i) The transfer of ownership to a family member must be conducted through the Park and the transfer of ownership agreement is to be signed by both the Owner and family member. The Park will make an administration charge of £30 to finalise the transfer. In all instances, the gas and electric tests are required to be valid within at least one month upon transfer.

22. Please have the utmost consideration for fellow customers when using radios etc. Please supervise your children on play areas. Noise should be kept to an absolute minimum after 10pm so not to upset fellow customers.

23. All indoor areas including holiday homes for hire, toilets, shower blocks, Sports Bar and Complex are strictly non-smoking at Auchenlarie.

24. a) All satellite dishes must be above head height (at least 6'6") from the bottom point to the ground for Health and Safety reasons.

b) You must insure all vehicles you use on the park as for use on the public road.

c) All vehicles in the park must have a valid MOT.

d) You must insure all accessories and items towed by vehicles (such as boats and jet skis) as for use on the public road.

e) You must not keep disused or unroadworthy vehicles anywhere on the park. we reserve the right to remove any vehicle which is apparently abandoned.

f) You must not carry out the following works or repairs on the park:

- major vehicle repairs such as dismantling of part(s) of the engine
- works which involve the removal of oil or other fuels

g) Motor vehicle repairs must not be carried out at the park but a recognised breakdown service may attend in the event of a breakdown.

h) Please respect other users to our Park, Jet skis are not permitted to enter the water until after 0800hrs.

25. a) Owners must notify the Park if they wish to install a hot tub / lazy spa on to their decking.

b) Owners must ensure the decking is strong enough to support the extra weight of the hot tub / lazy spa.

b) Lazy Spas can be connected to a 13amp socket, however, you must be aware that to run them takes approximately 3000 watts, your caravan can support 3680 watts. Running other electrical equipment at the same time may cause a power outage. If we are called out as a result of a power outage, a charge will be made commensurate with the parts and labour involved.

c) Owners must provide the Park with their Maintenance Schedules

26. a) If the Owner has a complaint, he must refer that complaint to the Park who will endeavour to resolve the matter on a mutually acceptable basis. (for clarity - Clause 16, 16.1, 16.1.1, 16.1.2 Part II Terms and Conditions of Licence Agreement)
- b) The provisions of 26.a) do not affect any right of the Owner to take legal action against the Park or any right of the Park to take legal action against the Owner. Upon legal action being taken, the Park will only communicate with the legal representative representing the Owner. If the Park cannot settle the complaint the owner may refer his complaint to an Alternative Dispute Resolution entity.
<http://ec.europa.eu/consumers/odr/>

The Swalwell Group
September 2017