

Kingfisher Holiday Park Rules

Address: Pooles Lane, Hullbridge, Essex, SS5 6QA

Introduction

These park rules are in place for the good management of Kingfisher 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.

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 Lodge 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 Lodge 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.

Safety

- You should use the park safely and should not cause danger to others.
- 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.

Security

- You are solely responsible for securing the Lodge
- You may only use alarms of the silent, monitored type and not audible alarms.

Permitted number of occupiers

- Your Lodge 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.

Visitors to the Lodge

- Only people lawfully staying with your permission have permission to enter the park.
- Your visitors who are not staying in your lodge must leave the park by **10pm**.
- It is your responsibility to ensure that your visitors and all occupiers of your Lodge adhere to the park rules.

Ejection on grounds of behaviour

- In the event of persistent or serious misconduct or *unreasonable behaviour* 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.

Condition of the Lodge

- You must not change the colour of the exterior of the Lodge without our prior consent in writing.

Your pitch

- You are responsible for the cleanliness of the Lodge pitch.
- You are responsible for keeping the area around the Lodge clean and tidy.

End of season

- It is your responsibility to drain down and prepare the Lodge for the closed season.
- You must ensure all gas, electricity and water connections are switched off throughout the closed season.
- During the closed season we recommend that the curtains of your Lodge are drawn back and all items of value removed.

Utilities installations

- You must switch off all gas, electricity and water connections when the Lodge is not occupied.
- 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.

Drainage system

- You must not introduce any foreign items into the drainage system including cleaning cloths, babies' nappies, sanitary towels, condoms, cooking fat, engine oil, grease or paint.

Tents

- You must not erect any tent on the park.

Enclosure of pitches

- We do not permit the erection of fences or any means of enclosure of a lodge pitch.

Trees and shrubs

- You must not cut any trees or hedges at the park. 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.

Digging

- You must not dig any hole at the park.

Washing

- You may only use washing lines of the rotary type or the window sill type and must remove them and store them out of sight immediately after use.
- You must site washing lines to avoid inconvenience to other lodge owners and park operations.

Refuse

- You must not deposit refuse outside your Lodge. You should use the refuse bins provided.
- Recycling points are available on the park and you should use these facilities where appropriate.

Vehicles, driving and parking

Vehicles

- You must insure all vehicles you use on the park as for use on the public road.
- You must insure all accessories and items towed by vehicles (such as towed boats and jet skis) as for use on the public road.
- You must not keep disused or un-roadworthy vehicles anywhere on the park. We reserve the right to remove any vehicle which is apparently abandoned.
- 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.
- Motor vehicle repairs must not be carried out at the park but a recognised breakdown service may attend in the event of a breakdown.
- Quad bikes, trials bikes and powered scooters are not permitted on the park.
- You must not wash cars with a hosepipe.

Driving

- We permit cars onto the park for the purposes of access to the Lodge only. Accordingly, save to the extent that you may need to do so because of a disability, you must not drive cars round the park for other purposes such as visiting other locations on the park. We may ask for reasonable evidence of any disability relevant to this rule.
- Driving on the park is restricted to the park roads.
- You must drive all vehicles on the park carefully and within the displayed speed limit.
- You must hold a full current driving licence to drive any vehicle on the park.

- You are not permitted to give anyone driving lessons at the park and we do not permit learner drivers to drive on the park.

Parking

- You must not park anywhere except in the permitted parking spaces.
- You must not park anywhere except in the one (1) parking space allocated to your Lodge.
- You may park not more than 1 car at the Lodge.
- You must not park on the grass or roadsides.
- Other than for delivering goods and services, you must not park or allow parking of commercial vehicles of any sort on the park, including:
 - light commercial or light goods vehicles as described in the vehicle taxation legislation and
 - vehicles intended for domestic use but derived from or adapted from such a commercial vehicle.
 - Caravans, motorhomes, trailer tents and trailers are not permitted on the park including visitors.

Behaviour

- You should respect the privacy of other Lodge owners and keep noise to a minimum between the hours of **8pm and 10pm** with absolute quiet between **10pm and 9am**.
- You must keep away from any vacant pitches.
- You must finish any barbecues or social gathering by **10pm** and keep the noise to a minimum during the designated quiet time.
- Barbecues must not be placed directly on the grass or decking and disposable barbecues must be disposed of in a designated barbecue bin.
- You may only consume alcoholic drinks within the boundaries of your pitch.
- You must not use fire hoses for any improper purpose including such as washing cars or boats.
- You must not use a drone, powered model aircraft or any other powered flying object on the park.
- You must not use any Chinese lanterns, fireworks or similar.
- You may not ride bicycles, scooters (or similar) so as to cause a nuisance or undue noise.

Pets

You must not bring any pets or animals when you visit the park except the following:

- not more than **2** dog(s) (other than any of the breeds subject to the Dangerous Dogs Act 1991).

You must tell us before you visit the park if you plan to bring any dog and answer any reasonable question about them and their suitability for our park environment. If we are not satisfied that the pet or animal is suitable for our park environment, we may tell you that you cannot bring them. This is because we cannot allow the safety of others to be put at risk.

Any dog 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 dog unsupervised in the lodge or anywhere on the park at any time. Nor may you leave any dog under the supervision of any person aged under 18. These rules apply even if the dog knows the park well and you believe them to be well-behaved.

If you do not supervise and control any dog, we are likely to ask you to remove it from the park straight away. This is because we cannot allow the safety of others to be put at risk.

If you see another dog or other pet anywhere on the park which does not appear to be supervised by and under the control of a responsible adult, or whose behaviour gives a cause for concern please tell us straight away.

You must keep any dog on a short lead at all times on the park.

You must clean up if your dog defecates on the park.

Your Licence Agreement contains undertakings not to cause any nuisance, undue noise or disturbance. These extend to the behaviour of dogs.

Nothing in these Park Rules prevents you or any member of your party from bringing an assistance dog to the park, or from using the dog exactly as at home, if this is required to support a disability and Assistance Dogs UK or any successor body has issued an Identification Book or other appropriate evidence.

Recreation

- You may only play ball and other games within the confines of your pitch.
- You may not fly kites on the park.
- You may not use drones, powered model aircraft or any other powered flying objects on the park.
- You may not use skateboards, roller-skates, rollerblades or micro scooters at the park.

Residential Park

- The residential park is off limits to holiday makers.

Mail

- You may not use the park address for postal deliveries.

Fire Precautions

- You may not use fire hoses for any improper purpose such as washing cars or boats.
- You must ensure that all occupants of your Lodge are familiar with the location of the Fire Points and the contents of the Fire Notices displayed at each point.
- You must not store fuels or combustible materials other than removal containers on the park.

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.

- Clause 4.5 of the Licence Agreement requires you to insure the Caravan and its contents. Please remember that you must keep this insurance in place during the closed season as well.
- 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 on the notice board by the office. Please note that the Site 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 Caravan such as a fence, veranda or balcony 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 would not breach any term of the site licence and that your unit will still be a caravan 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). Planning permission may be needed and we may attach reasonable conditions such as requiring an inspection at intervals during the course of construction. We will not withhold consent unreasonably.
 - Slabs and paving count as building works and so require our prior written permission.
 - Satellite dishes count as TV aerials and are a potential nuisance to your neighbours. They also require our prior written permission. If we grant permission we will expect installation on your Caravan rather than on the ground.
- Clause 4.9 of the Licence Agreement requires you to give us written notice of any work to be carried out by external 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.