

# PARK RULES

## Introduction and Summary

All persons using the park must comply with the following rules which are necessary in order to maintain standards and conditions and to ensure that all occupiers enjoy the benefits of the park. Payment in full or in part and/or entry onto the park shall be deemed to be acceptance of these conditions and rules and, as such, form part of the agreement for the occupancy of a pitch on the park.

The expression "you" refers to the Holiday Home owner/occupier and the expression "the Company" refers to Golden Sands Holiday Park (Rhyl) Ltd. You are reminded that breach of these rules is a breach of your Licence Agreement and may result in termination of the Licence Agreement.

## 1 SITE LICENCE

- 1.1 All occupiers at the Park must comply with the conditions attached to the Site Licence issued by Conwy Council which are on display in Reception
- 1.2 The park comprises of Golden Sands Holiday Park, Sandy Cove Foryd Road Kinmel Bay LL18 5NA and includes all facilities now or presently on site and maintained by the Company
- 1.3 Pitch numbers must remain visible
- 1.4 Your holiday home may not be used as your main residence and we may ask you to provide evidence of your home address. Any change of your permanent home address must be notified to the Park Office immediately
- 1.5 The park cannot be used as a base from which to travel to and from work on a regular basis (more than once or twice a week)
- 1.6 The park cannot be used as a base for children to travel to and from schools on a regular basis (more than a week)
- 1.7 Golden Sands is open for occupation from 1st January until 31st December each year, with the exemption of Beachfields Pitches
- 1.8 Beachfields is open for occupation from 1st March until 11 59pm 14th January each year

## 2 HOLIDAY HOME SALES

- 2.1 The sale of all new and used holiday homes onto the park will be conducted solely by the Company
- 2.2 Re-sale of Holiday homes - the Holiday Home Owner must first complete a Private Sale Agreement and offer the holiday home to the Company at a fair market price. The Company will have 7 days to accept your offer of sale
- 2.3 In the event of the Company not wishing to purchase the holiday home, permission to sell must be obtained in writing from the Company. Permission to sell on the park will normally be granted to the Holiday Home Owner upon completion with the Company of a Private Sale Agreement, terms and conditions for Private Sales are available from the Park Office
- 2.4 You agree to conduct the sales transaction through our office and appoint us your agent for that purpose
- 2.5 Any holiday home owner may not introduce as a prospective purchaser any persons who have previously approached the Company directly with a view to purchasing a holiday home from the Company, nor may the seller sell to any existing Golden Sands customer
- 2.6 Full details, both as to the identity of the proposed new owner and as to the conditions of the sale must be fully disclosed to the Company prior to the completion of any sale. The full gross proceeds of the sale must be transacted through the Park Office

## 3 CARAVAN FINANCE

- 3.1 In the event that you are unable to continue with the finance payments, and the caravan is repossessed by your Finance company, the caravan must be returned to its original condition
- 3.2 Until the finance is paid off in full there must be - No furniture - including fixed furniture may be removed, walls must not be painted or removed, and no interference with any of the caravan structure including windows
- 3.3 Failure to return the caravan to its original condition will result in The Company taking legal action to recover the costs required to return the caravan to its original condition

## 4 OCCUPANCY

- 4.1 The Park Management, at their discretion, may refuse admission to the park and/or its facilities to persons with good reason.
- 4.2 The Company reserves the right to terminate all services to the holiday home during any closed season - i.e. electricity and water - and may do so without prior notice. The Company is unable to guarantee continuous supply of water/electricity to holiday homes and you are advised to take precautions with electrical dependant equipment (i.e. not to leave freezers etc. overly stocked in case of power interruption).
- 4.3 No holiday home shall be used for sleeping a number of persons greater than the number for which it was designed

- 4.4 We do not permit traders, tradesmen or salesmen access to the Park without our prior consent
- 4.5 It is your responsibility to ensure that your visitors and occupiers of your holiday home adhere to the Park Rules

## 5 MOTOR VEHICLES

- 5.1 Only 2 vehicles may be parked at each holiday home, where parking is available
- 5.2 Only private vehicles may be brought onto or parked on the Park. No commercial vehicles, vans, wagons, touring caravans, motor homes, boats, trailers or Jet skis may be brought onto or parked on the Park without the prior written consent of the Park. Vehicles cannot be stored on the park for any reason, whether due to breakdown or other reasons
- 5.3 Drive carefully and do not exceed the limit in force on the Park (5 mph). Observe all road signs and the traffic management system in force. The same requirements as on the Public Highways apply on the park e.g. All vehicles must be roadworthy - valid tax and MOT, fully qualified drivers, drink driving, vehicle lighting, crash helmets etc.
- 5.4 Driving or parking on the grass is not permitted. Double parking is not permitted
- 5.5 You are not permitted to give anyone driving lessons on the Park and we do not permit learner drivers to drive on the Park under any circumstances

## 6 BUILDING AND GROUND WORKS

- 6.1 Sheds/Fences. You must not erect any sheds/fences or alter the grounds and not to carry out any building works. Not to erect any ramp, veranda or similar structure or storage locker without the written permission of the general manager. No notices, advertisements or posters may be displayed externally or in caravan windows without prior written permission from Golden Sands
- 6.2 Ramps & Veranda's etc. Must be from an approved supplier only. Sides must be open (i.e. not closed in) and a minimum of 3.5 metres clear space left between the adjoining caravan. Structures to be maintained to good condition. No Ramps or Veranda's may be privately sold or passed between Pitches without the permission of the General Manager
- 6.3 Storage Lockers. They must be non-flammable construction e.g. Aluminium/steel. The maximum height permitted from ground-level is 5ft high x 6ft wide x 4ft deep and lockers must not cause an obstruction or block any caravan exit (door or emergency window). Lockers must be fixed to a hard standing surface (concrete, paving etc). The storage of flammable liquids/gas in lockers is strictly forbidden. Only one locker per caravan is permitted. Locker must remain in good condition, rusty lockers may be removed
- 6.4 Pitches must be kept clean, tidy and free from litter & weeds (patios) at all times

## 7 DRAIN DOWNS, ANNUAL GAS SAFETY TEST AND PERIODIC ELECTRICAL INSTALLATION TEST

*Owners must contact the office to arrange for any of the above services. It remains the responsibility of the Owner to ensure that this work is completed where required*

- 7.1 In order to safeguard against frost damage we recommend that the water system of every holiday home be drained prior to any closed season, or prolonged vacancy from the caravan. The Park Office can arrange for this service and will be pleased to provide further details including charges on request. The Company are not responsible for any frost damage to caravans NOT drained down by the company & where insurance will not cover the damage
- 7.2 You MUST hold a current annual Gas Safety Test Certificate. The Park Office can arrange for this service and will be pleased to provide further details including charges on request
- 7.3 The Company is responsible for the periodic testing of the electrical installation of the Park up to the consumer unit only. You MUST have the electrical installation of the holiday home checked by an NICEIC/NAPIT/ECA registered electrician every three years. The Park Office can arrange for this and will be pleased to provide further details including charges on request. Any additional electrical work carried out in and about the holiday home must have a certificate by a registered NICEIC/NAPIT/ECA electrician which should be made available to the Park Office on request

## 8 HOLIDAY HOME RULES

- 8.1 Items must be stored in a shed and not left outside or under the caravan
- 8.2 The under space of the caravan must remain clear at all times
- 8.3 Walls, fences and any obstruction to access the base are NOT permitted on the site
- 8.4 The colour of the exterior of the holiday home may not be changed
- 8.5 All domestic refuse must be placed in appropriate bins located around the Park
- 8.6 Washing lines are not permitted and must not be erected on pitches. Rotary driers are not permitted & these may be disposed of without notice

- Hook on Clothes airers are recommended
- 8.7** Musical instruments must not be allowed to cause annoyance to occupants of neighbouring holiday homes and must be used with the utmost consideration at all times
- 8.8** The conduct of children is deemed to be the responsibility of parents/guardians at all times. Under 18s must not be allowed to roam the park between the hours of 11pm and 6am without their parents or guardian. Noise levels must be kept to a minimum after 11:00pm
- 8.9** Windbreaks are permitted but must be removed and stored each night
- 8.10** No nappies, wet wipes or other deleterious matter must be put down the toilet or drains. Any occupier causing blockage to the drainage system may be charged for the cost of clearing and repairing the blockage caused
- 8.11** The use of hosepipes is not permitted on the park for any reason
- 8.12** Fixed line telephones must not be installed to the holiday homes
- 8.13** 'All Electric' Caravans are designed to take a normal domestic loading, but where gas is installed, the electric supply is designed for TV, Small fridge and lighting only. Please note overloading will result in a cut out and loss of supply and is of no responsibility of the Park
- 8.14** The area of land designated for use by a Holiday Home owner will generally be determined as the side of the Holiday Home on which the doors open. The General Manager of the Park will clarify if required for any individual dispute, and will have the final say
- 8.15** All Park grounds are communal for use by all Owners or other lawful guests/visitors to the Park. They will be cultivated/planted as appropriate by Golden Sands staff. No other cultivation is authorised. The use of planters and pots must be reasonable and in keeping with the general appearance of the Park, no offensive items are permitted. The General Managers decision is final
- 9 SUB-LETTING**
- 9.1** Owners who wish to sub-let their holiday home privately and not through the Company must ensure the following:
- 9.2** No holiday home shall be sub-let for sleeping a number of persons greater than the number for which it was designed
- 9.3** Caravan Owners who let their caravan must refund in full to any incoming party not fully satisfied on the day of taking over, whatever the reason and must abide by the decision of the Park Manager in the event of a dispute
- 9.4** Proper arrangements must be made for handing over caravans in a satisfactory state. Subject to satisfactory proof of booking in a registration card, the office will handle keys on the understanding that this is entirely at the owner's risk only
- 9.5** Caravan owners are responsible for ensuring that their caravans are not let to persons likely to disturb the peace of the park, e.g. parties of young persons under 21 or same sex parties of 5 or more
- 9.6** All guests are required to register at the park office and pay a registration fee. A Private Registration form must be completed as authority for hirers to occupy caravans and for the issue of park passes
- 9.7** The owner is responsible for the conduct of their guests at all times. Guests must be made aware of all Park Rules and adhere to them
- 9.8** Residential letting of the holiday home is not permitted. i.e. subletting to people who use it as their primary residence, long lets etc
- 9.9** The holiday home electrical installation must be tested every three years by an NICEIC/NAPIT/ECA registered electrician. An annual gas safety test must be undertaken by a registered "Gas Safe" gas engineer. Copies of the inspection certificates must be provided to the company on request
- 9.10** Your holiday home may not be occupied by any person or group of persons for more than 8 weeks continuously in any season, this includes any non-paying guests. No return by any persons renting or free of charge guests within 6 weeks is permitted
- 10 INSURANCE**
- 10.1** The owners are required to insure their Holiday Home to its full value against all usual risks including fire and storm damage and against third party liability. This can be arranged with the Park Office or with another regulated insurer. Proof that insurance is in force must be produced to the Company on request
- 10.2** The sum insured for loss or damage to the Holiday Home shall include the following:
- 10.2.1.1** The retail price on the Park of a Holiday Home of a similar type and size to the existing Holiday Home, or the market value of the existing Holiday Home
- 10.2.1.2** The cost of replacing any existing ancillary structures (e.g. Steps, decking, etc.)
- 10.2.1.3** The cost of clearing wreckage from the Pitch and disposing of the Holiday Home destroyed by fire, natural disaster or other similar occurrence
- 10.2.1.4** The cost of delivery, siting/connecting a new Holiday Home (if not included in the retail price)
- 10.3** The sum insured for Property Owners Liability, Public and Employees Liability shall not be less than £2,000,000 per incident
- 10.4** If you insure other than through our agency or by using our brokers, you agree to provide proof of alternative insurance by providing us with a copy of your insurance details each year and to pay us an annual fee for verifying the level of cover, maintaining administrative records, copying and invoicing. The fee is available from the Park Office
- 11 GAS & FIRE SAFETY**
- 11.1** All owners need to be aware of the procedure for dealing with fire and other emergencies on the Park. The greatest care must be taken to prevent outbreaks of fire. Firefighting equipment is provided at strategic locations around the Park
- 11.2** Every holiday home must be equipped with adequate firefighting

- equipment including as a minimum a 1kg Fire Extinguisher, a Smoke Alarm and a Carbon Monoxide Alarm. All equipment must be maintained in good condition and full working order
- 11.3** No fuels or combustible materials other than LPG containers may be stored on the Park
- 11.4** Gas cylinders should not be secured to the caravan so as to permit removal in the event of an emergency. A maximum of two 47kg LPG cylinders may be located at any holiday home
- 11.5** All Gas Cylinders must be purchased directly from the Park only
- 12 SWIMMING POOL**
- 12.1** You must follow the procedure for the use of the swimming pool and all separate rules applicable to the pool
- 13 PETS**
- 13.1** All Dogs must be registered with the Park Office. Private Rental guests are NOT permitted to bring dogs. Dogs must be kept on a lead at all times. Dog owners not exercising proper control will be asked to remove their dogs from the Park. Pet owners are required to clean up after their pets. A fixed penalty of £50 is chargeable for each offense of failing to clean up after your dog
- 13.2** Pets must not be left unattended inside holiday homes
- 13.3** Dogs which are specified in the Dangerous Dogs Act are not permitted on the park at any time and include American Pit Bull Terrier, Japanese Tosa, Dogue Argentino and Fila Brasileiro. Rottweilers, Dobermans, large Alsatian type dogs are not permitted
- 13.4** Cats are not permitted in Holiday Homes
- 14 OTHER MATTERS**
- 14.1** No firearms, explosives, offensive weapons or other items likely to give offence may be carried, kept or used on the Park
- 14.2** No drugs or other substances harmful to health or social well-being may be brought onto or used on the Park
- 14.3** Fireworks and Fires are not permitted anywhere on the Park
- 14.4** The Company reserves the right to refuse admission to the Park or to any facilities of the Park. Permission is not to be unreasonably withheld
- 14.5** The Company shall use its best endeavours to ensure the availability of all amenities advertised in its brochure or otherwise but shall not be liable in respect of non-availability
- 14.6** No commercial enterprise or business activity may take place on the Park or from or in a Holiday Home, either as a trader or agent, other than subletting a caravan for payment ancillary to the use as a Holiday Home. The prohibited commercial enterprise or business activity includes, without limitation, advertising of lettings for other owners of Lodges or caravans whether in print, on a website, Facebook or any other social media
- 14.7** No holiday home may bear any advertising matter other than the manufacturer's name and no notices may be displayed on the Park without the prior permission of the Park Manager
- 14.8** Keys – A spare set of keys for your holiday home MUST remain with the Park Office for use in emergencies. Details of security devices and routines for isolation should also be provided
- 14.9** Services – requests for chargeable services such as repairs and gas supplies must be made to the Park Office and NOT to individual employees. Please note that only emergencies will be dealt with outside of normal office working hours 9am – 5pm
- 14.10** The content of the Company's brochures, website, social media sites, images and promotional material are copyright and must not be copied or reproduced. The 'Golden Sands' brand name and logo are registered copyright of the Company and must not be used or reproduced in any form. Any such breach will mean charges be placed
- 14.11** Any accident on the Park must be reported to the management of the Park as soon as reasonably possible after the accident
- 15 LOSS OR DAMAGE**
- 15.1** Unless negligent or in breach of duty caused by the Company, its employees or agents, the Company will not be held liable for any loss or damage to any person, holiday home, motor vehicle, equipment or other property except for an act of deliberate or wilful damage
- 16 GENERAL**
- Use of the Park and its facilities is conditional upon these Rules being strictly adhered to and all persons conducting themselves with due regard for the Company its employees and the wellbeing and comfort of others including:
- 16.1** All persons, including Holiday Home owners & their guests must act in a courteous and considerate manner towards our staff and contractors. Rudeness, verbal abuse or insults will be considered a serious breach of these Rules and is unacceptable
- 16.2** All persons, including Holiday Home owners & their guests must not act in any way which interferes with or causes prejudice to Golden Sands Holiday Park (Rhyl) Ltd business
- 16.3** All persons, including Holiday Home owners & their guests must not make misleading statements or take other action which might lead others to consider that they are dealing with a representative of the Company or are authorised on the Company's behalf
- 16.4** All persons including Holiday Home owners & their guests will not use social media of any kind in a way that is harmful or prejudicial to the Company, its business or its employees