

Park Rules for Lido Residential Park

Amended February 2015

Park Homes

Preface

In these rules:

- ☀ "occupier" means anyone who occupies a park home, whether under an Agreement to which the Mobile Homes Act 1983 applies or under a tenancy or any other agreement
- ☀ "you" and "your" refers to the homeowner or other occupier of a park home
- ☀ "we" and "our" refers to the park owner.

These rules are in place to ensure acceptable standards are maintained on the park, which will be of general benefit to occupiers, and to promote and maintain community cohesion. They form part of the Agreement by which homeowners occupy the pitch in accordance with the Mobile Homes Act 1983, as amended.

None of these rules is to have retrospective effect. Accordingly:

- ☀ they are to apply only from the date on which they take effect, which is 3rd February 2015 and
- ☀ no occupier who is in occupation on that date will be treated as being in breach due to circumstances which were in existence on that date and which would not have been a breach of the rules in existence before that date.

1. You agree:

- 1.1. To not do anything that may put the Company in breach of any of the terms of its Site Licence. The Company is bound by the terms of its site licence, issued by the Local Authority. (A copy of the Company's Site Licence can be found and viewed in Reception).
- 1.2. To act in a courteous and considerate manner towards anyone visiting, using or working on the Park, including us, our staff and other customers of ours, users of other accommodation on the Park and guests of ours or our customers.
- 1.3. To supervise children properly so they are not a nuisance or danger to themselves or others; parents/guardians are at all times responsible for the behaviour of their children and children in their care.
- 1.4. You further agree that you will not:
 - 1.4.1. commit any criminal offence at the Park or undertake any criminal activity
 - 1.4.2. commit any acts of vandalism or nuisance
 - 1.4.3. keep or carry any firearm or any other weapon at the Park including "BB" guns or air weapons
 - 1.4.4. use any unlawful drugs
 - 1.4.5. use fireworks
 - 1.4.6. permit anyone who is to your knowledge on the Sex Offender's Register compiled under the Sex Offenders Act 1997 to use or visit the Park.

2. Quiet Enjoyment of the Park

- 2.1. We request all residents respect their fellow neighbours and keep noise to a reasonable level. You are also responsible for the behaviour of your guests.
- 2.2. Please note that we use CCTV cameras on our Holiday Parks, including its facilities to ensure the safety and security of all our guests.
- 2.3. We will not tolerate the use of abusive language or threatening behaviour towards members of our staff or other users of the Park.

3. Vehicles

- 3.1. The driver of any vehicle must have a FULL driving licence valid for the type of vehicle driven. Vehicles are only permitted for the purposes of driving to and from your park home.
- 3.2. The speed limit on the Park is 10mph and this must be strictly adhered to at all times.
- 3.3. All vehicles on the Park must conform to the Road Traffic Act and have current tax, MOT and insurance. The provisions of the Highway Code apply to the roads on the Park and must be adhered to.

- 3.4. Other than for delivering goods and services, you must not park or allow parking of commercial vehicles of any sort on the park.
 - 3.5. No recreational vehicles can be used on the Park. This includes electrical or motorised bicycles/go-karts and ATVs. Mobility scooters are permitted.
 - 3.6. No vehicle is permitted to drive anywhere on the Park apart from the designated roads. The cost of repairing any damage to park property caused by you, your guests or your children will be recoverable from you.
 - 3.7. Only two vehicles can be parked next to your designated pitch and must be parked within the allocated parking area.
 - 3.8. Disused or un-roadworthy vehicles must not be kept anywhere on the park. We reserve the right to remove any vehicle which is apparently abandoned.
- 4. Boats, trailers and/or caravans**
- 4.1. The taking of any boat, caravan or motorhome into the Park is prohibited except with the specific written prior consent of the Company, who shall have discretion on whether to refuse or permit the entry of a boat, caravan or motorhome within the bounds of the Park. Any boat, caravan or motorhome which is taken into a Park with the Company's consent shall be parked in accordance with the Company's directions and while in the Park shall not be used for any residential purpose whatsoever.
 - 4.2. An open top trailer (not a box trailer) with the maximum dimensions of 2400mm x 1200mm will be permitted only if the trailer is parked within the park home pitch and not causing an obstruction to the park home or another resident. The parking should not breach any requirements as set out within the Mobile Homes Act or the Site Licence Agreement issued by local council. The parking of any trailer, which it is intended to use for commercial purposes, either in the Park or elsewhere, is prohibited.
- 5. Bicycles, Scooters, Balls, Play Equipment Etc.**
- 5.1. It is strongly advised that bicycles, scooters and other play equipment are stored in a storage unit.
 - 5.2. Bicycles or other play equipment must be used with due care and attention to other guests on the Park.
 - 5.3. We request that parents of children with bicycles ensure the bicycles are ridden in a courteous and responsible manner. We strongly advise children are supervised by an adult at all times when using bicycles, scooters, skateboards or other similar items.
 - 5.4. Please make sure that bicycles are never left unattended at the roadside and when not in use they are parked sensibly and do not cause an obstruction to other guests or vehicles.
 - 5.5. In the interests of safety, the Company advises bicycles to only be ridden during the hours of daylight.
 - 5.6. Trampolines, swings, slides and other play structures are not permitted to be permanently erected beside a park home.
 - 5.7. Kites are not permitted in areas in close proximity of power cables.
- 6. Health & Safety**
- 6.1. You must read any health and safety notices issued or posted within the facilities/notice boards and comply with their recommendations.
 - 6.2. You must comply with any reasonable requests made by members of the Park staff in relation to health and safety
 - 6.3. Please make yourself aware of the nearest fire point.
 - 6.4. It is advised that young children are not left alone in park homes.
 - 6.5. Please be aware that during periods of inclement weather certain areas of the Park may be slippery because of factors such as ice and mud. We recommend that you always wear appropriate footwear and tread with caution during these times. We also request a torch is carried as some areas of the park could have limited lighting.
 - 6.6. All accidents and near misses must be reported to reception (or bar if applicable) and documented in the Park Accident Book/Near-Miss Book.
 - 6.7. Smoking is not permitted in any public building within the Park.
- 7. Solway Holiday Village Facilities – Swimming Pools, Clubs & Bars**
- 7.1. With a valid facilities pass, the park home owner is permitted to use Solway Holiday Village facilities, including the Swimming Pool and Club House.
 - 7.2. The park home owner must abide the Solway Holiday Village park rules with regard to the facilities.
 - 7.3. The management and the staff of the Park have the overall discretion over who is permitted into the facilities and retains the right to refuse admission should any member of the public not adhere to these rules.

- 7.4. When returning to your park home from the facilities we respectfully ask that you consider other guests who may be sleeping/relaxing and keep noise levels to an absolute minimum.

8. Dogs and Other Pets

- 8.1. Well-trained dogs and other pets are allowed on the park, only with permission of and by prior arrangement with the management. We reserve the right to refuse permission on any grounds and in particular to refuse permission for certain breeds (including but not limited to dogs listed under the Dangerous Dogs Act 1991. These are specified as Pit Bull Terrier, Dogo Argentino, Fila Braziliere and Japanese Tosa. A maximum of two dogs per unit will be considered for permission.
- 8.2. Dogs must be kept on a lead and must wear a collar and identity tag at ALL times.
- 8.3. With the exception of registered guide and assistance dogs, dogs and other pets are not allowed in some of the park's facilities (including swimming pool areas, restaurants, food serveries) and owners are responsible for the behaviour of their pets at all times. Owners must comply with any Rules, Regulations, by-laws or similar of the Park or other public body in relation to access for dogs to beach areas.
- 8.4. Permission for any animal may be withdrawn at any time if the pet is a nuisance, and if you are requested to do so by us the pet must be removed from the Park immediately.
- 8.5. We ask owners to exercise their dogs off the park whenever possible and away from play areas. However, 'accidents' do happen and we ask the owners to do the reasonable thing and clear up the mess as per local authority requirements.
- 8.6. It is not permitted to breed or sell animals from the Park
- 8.7. Farm animals, for example sheep, goats, pigs, cattle, horses, chickens or ducks will not be permitted to be kept in any park homes or on the pitch.

9. Occupancy of park home

- 9.1. You must not use the park home, the pitch or the park (or any part of the park) for any business purpose, and you must not use the park home or the pitch for the storage of stock, plant, machinery or equipment used or last used for any business purpose. However you are at liberty to work individually from home by carrying out any office work of a type which does not create a nuisance to other occupiers and does not involve other staff, other workers, customers or members of the public calling at the park home or the park. No advertising, slogans or other similar material is allowed to be displayed.
- 9.2. It is strongly advised that your park home may not be used for sleeping a number of persons greater than the maximum sleeping capacity specified in the agreement or, in the absence of such, recommended by the manufacturer.
- 9.3. No tent, annexe, lean-to or awning may be erected unless it forms part of the original design of the park home and can be easily dismantled and transported.
- 9.4. You must ensure that you maintain the park home and the pitch in a good state of repair keeping them tidy at all times. You are responsible for ensuring that your unit is safe to use at all times. Gas and electrical installations should be checked by a suitably qualified engineer on a regular basis. You should not attempt to carry out such works yourself, unless suitably competent.
- 9.5. You must not sub-let your park home without our consent in writing. If you make the park home available for use by family or friends they must adhere to our 'Terms & Conditions'.
- 9.6. To promote security we advise you to make reception aware of any visitors that may be occupying your park home when you are not.

10. Age of Occupants

- 10.1. N/A

11. Insurance

- 11.1. Your park home along with any accessories must be insured to its full value against all usual risks including fire, storm damage and against third party liability. A copy of your insurance certificate should be produced to us at the Park office each year upon renewal. The Park owner will accept no responsibility for any damage, loss, expense or injury suffered to belongings, or persons, however caused, whilst on the Park.
- 11.2. We recommend you insure through the Park operated scheme.

12. Pitch

- 12.1. Any trees or large shrubs capable of growing more than 900mm in height may only be planted or existing trees and large shrubs removed with the written consent of the park owner.
- 12.2. Even though a tree or shrub may not be causing any prejudice, if it exceeds the pitch boundary or is more than 2000mm in height then park management or a neighbour has the right to ask that it be pruned and maintained.
- 12.3. Signs must not be placed anywhere on the park home or the pitch. The exception being a 'For Sale' sign which may be placed in the pitch and must be of a style and design approved by the park owner.
- 12.4. No fences or structures of any kind may be built on the pitch or onto the park home without the written consent of the park owner including decking and skirting. Anything erected without prior written permission will be removed at the park home owner's sole expense.
- 12.5. You are responsible for keeping the area around your park home. You must not store items under your unit and objects and personal clutter must not be left on the pitch. Grass cuttings and other garden waste must be collected and disposed of and not dumped indiscriminately. If waste around your pitch is considered a health and safety/fire hazard we will ask you to immediately rectify the situation and if this does not happen we will remove and dispose of such material as we see fit without further notice and with or without your consent.
- 12.6. If your pitch including any decking, steps etc. is not of an acceptable standard you will be notified in writing stating a suitable timescale to carry out the works required. Any works not carried out after this timescale will be carried out by the Park and you will be charged accordingly.

13. Removal of Park Home

- 13.1. The owner of the park home must provide in writing to park management, 4 weeks' notice the intention to remove the park home.
- 13.2. The park management will agree a date with the park home owner to disconnect the park home from all gas, electric and water services.
- 13.3. The park home only may be removed along with moveable non-fixtures. The infrastructure of the pitch must be left intact and in a safe condition.
- 13.4. When the removal of the park home is contracted to another party, we insist that the park home owner satisfies themselves and the park management that the park home owner and the company/contractor chosen can do the task without risk to the health and safety of the people carrying out the activity or members of the public. This means ensuring there is adequate public liability insurance and also ensure the competence of the company/contractor. Ensuring the right combination of skills, experience and knowledge
- 13.5. Park management must be provided with all the relevant documentation and proposed dates so the management can check the public and employers liability insurance and to ensure the competence of contractors in order to maintain a safe environment on the Park and the surrounding area.
- 13.6. The company or the management/staff will not be responsible for any injury and/or damage to any person or property as a result of the activity.
- 13.7. Pitch fees will continue until the park home and the property is removed in its entirety and the pitch is left in a safe and tidy condition.

14. Accommodation and Equipment

- 14.1. Your park home must be kept in a good state of repair.
- 14.2. You must regularly check that your personnel property including the park home is sufficiently anchored down. The company cannot accept responsibility for damage to your park home or possessions in the unit or on the pitch caused by weather conditions.
- 14.3. You must not change the exterior colour of your park home without our written prior consent and you must keep the exterior clean.
- 14.4. Television aerials must be fixed to the unit only and must not exceed two feet in height above the unit.
- 14.5. Your park home must remain in a state capable of movement at all times. It may not be moved off the pitch, without our prior written consent from Park Management.
- 14.6. Wooden pallets, pieces of timber, empty gas bottles and/or other materials deemed as rubbish must be disposed of correctly and is not permitted to accumulate with the pitch.
- 14.7. It is strongly advised all park homes are fitted with a smoke and heat detector, carbon monoxide detector, fire extinguisher and fire blanket; these must be kept serviced, in good working order and checked regularly.
- 14.8. Any heating or cooking appliances used must comply with the appropriate British Standards in relation to construction, installation and ventilation.

- 14.9. Any fixed ventilation in your unit must not be obstructed, blocked over or replaced by closable (hit and miss) type vents.
- 14.10. A spare set of keys for your park home may be left at the park office; this is for emergency purposes and no charge is made.

15. Decking, Patios and Exterior Alterations/Improvements

- 15.1. Alterations or improvements to any pitch are only permitted if the work is authorised by the Park Management and the work is carried out by a competent contractor. This includes decking, patios and all types of masonry work, slabs or any other type of work that will alter the appearance of your unit, its pitch or surrounding area.
- 15.2. Structures, eg fences, carports and/or covered walkways are only permitted if the work is authorised by the Park Management and the proposals comply with the conditions within the Mobile Homes Act and/or the Site Licence Agreement issued by the Local Council.

16. External Storage Units

- 16.1. A shed or a covered storage are permitted between park homes only if the walls, floors and roof are constructed of non-combustible material and enough space is maintained around each unit as not to prejudice means of escape in case of fire. You must position the shed or storage unit so as to comply with the park's site licence and fire safety requirements.
- 16.2. Any new shed/storage unit brought onto park from December 2014 must be made of a non-combustible material. The shed/storage unit is only permitted to be situated at the rear of the park home (when approved in writing by Head Office). If this is not possible, it is to be located on the same side of your park home door. The maximum footprint dimensions of the shed/storage unit MUST be authorised by Park Management. No shed/storage unit shall have a window facing towards the unit on either side. Any existing shed/storage unit made of a combustible material or exceeding the park approved dimensions will be required to be removed off site by March 2016.
- 16.3. You must not have any storage unit on the pitch other than the shed mentioned in rule 16.1&2 and/or any unit for the storage of domestic waste pending collection by the local authority.

17. Barbecues

- 17.1. A maximum of one BBQ per pitch is allowed. We request that your BBQ is stored inside your park home or an external storage unit.

18. Electric

- 18.1. Electrical equipment in your park home or other equipment on your pitch must not overload the system. We will provide a metered electric hook up for a park home pitch.

19. Services/Utilities

- 19.1. We shall provide to a pitch suitable for the park home and maintain: gas, water, electricity and sewerage services up to the points specified below:
 - 19.1.1. In the case of gas (if applicable/available), the emergency shut-off or final stage regulator, whichever is the closer to the park home.
 - 19.1.2. In the case of water, the final stop valve
 - 19.1.3. In the case of electricity, the final meter point (if applicable/available), or its equivalent.
 - 19.1.4. Sewerage services to the pitch and the pitch will be maintained by the park. You are not permitted to carry out any repairs/alterations yourself.
- 19.2. The company will endeavour to supply all services under the agreement to the park home during the period of occupation, unless maintenance and repair of a service is required in which case we will endeavour to notify you of any likely disruption. No other equipment may be connected to any of the services without the prior permission of the Park Management. Tampering with electrical junction boxes or fuses is strictly forbidden and will lead to the company removing the equipment from the park.

20. Hosepipes

We understand that there is a need for hosepipes to be used when washing your park home and the decking, steps etc. However, we have on numerous occasions discovered that some owners are using hosepipes to wash their cars and leaving them running for a prolonged period of time, which results in water being unnecessarily wasted. Aside from the cost implications to the Park, more importantly this is also an environmental issue. The Rules on hosepipes are as follows:

- 20.1. We strongly advise that non-return valves are used on all hosepipes.
- 20.2. No continuous feed water features are permitted unless the park home has an individual water meter installed by the utility company.

21. Gas Bottles

- 21.1. Gas bottles are available from the Park office and should you wish to purchase Gas from us this must be paid for before delivery.
- 21.2. Gas delivery times vary; please check with your Park Reception for further details.
- 21.3. The onus is on you to ensure that you have enough gas to last during the times when the Park office is closed.
- 21.4. Gas Bottles are to be kept upright and secured from falling over, with plenty of ventilation. It is vitally important once you leave your park home to ensure they are disconnected and turned off. Likewise, all appliances when not in use should be turned off.
- 21.5. There is a maximum limit of two 47kg gas bottles per park home.
- 21.6. No Bulk storage tanks are permitted, unless authorised by Park Management.
- 21.7. It is strongly advised that all gas bottles must be stored in a steel unit (that is approved by the Park Management).
- 21.8. It is strongly advised that all gas installation is checked annually by an authorised Gas Safe Registered contractor and a certificate is issued.

22. Fire Safety

- 22.1. It is important you ensure that all the necessary safety requirements are followed. These include precautions as follows:
 - 22.1.1. It is strongly advised that your electrical installation is checked every 3 years by a qualified person.
 - 22.1.2. It is strongly advised that your electrical appliances are checked (PAT tested) annually by a qualified person.
 - 22.1.3. It is strongly advised that to avoid the use of electrical extension leads or 'multi-point' adaptors.
 - 22.1.4. It is strongly advised that smoke/heat detectors are operating correctly and are checked regularly.
 - 22.1.5. It is strongly advised that you have fire extinguishers/fire blankets and that they are regularly checked and conveniently positioned.
 - 22.1.6. It is strongly advised that no combustible/flammable items are stored either under or near the park home. Particular care should be taken with items such as petrol containers and paint.
 - 22.1.7. It is strongly advised that to arrange furniture/equipment so that doorways are kept clear of obstructions.
 - 22.1.8. It is strongly advised that to provide torches for use in case of a power cut.
- 22.2. Make sure that anyone using the park home knows what to do in case of a fire, e.g. how to raise the alarm, where to assemble, etc.
- 22.3. You must not tamper with any fire safety equipment installed throughout the Park and its facilities.
- 22.4. Open fires are not permitted on the park. Park home owners and visitors must ensure that they take every precaution to avoid starting a fire. You must ensure that you and your visitors are acquainted with the position of firefighting equipment and public telephones on the park.
- 22.5. You must not keep flammable substances on the park except in quantities reasonable for domestic use.
- 22.6. You must not keep any explosive substances on the park.

23. The Countryside Code

Some of our Parks have uneven terrain, farm animals in fields and other potential hazards. Whilst these features enhance the enjoyment of the area, careless behaviour could result in injury. Follow the Countryside Code at all times. Further information on the Countryside Code can be found at <http://www.nationaltrust.org.uk>

24. General

- 24.1. Our Park does not accept responsibility for any loss or damage that may occur to your park home, car or associated property whilst on the Park, except where such loss or damage has arisen as a result of our negligence or a breach of our duty to you.
- 24.2. The onus is on the park home owner to acquaint all the occupants and visitors to his/her unit with all the Rules, Regulations and Agreements made.

**SHOULD YOU REQUIRE A LARGE-PRINT-VERSION OF THE ABOVE PARK RULES PLEASE
EMAIL karen@hagansleisure.co.uk or Tel:028 9334 0200**