

PARK RULES

Version 2021

Murphys Residential Park Homes Limited.
Registered in England 09311478



Introduction

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

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 Caravan. •You may only use alarms of the silent, monitored type and not audible alarms. Visitors to the Caravan •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. 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.

Your pitch •You are responsible for the cleanliness of the Caravan pitch. •You are responsible for keeping the area around the Caravan clean and tidy. If you are away •It is your responsibility to drain down and prepare the Caravan. •You must ensure all gas, electricity and water connections are switched off throughout the time you are away.

Utilities installations •You must switch off all gas, electricity and water connections when the Caravan 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 caravan pitch unless pre-arranged with the park.

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, without written approval.

Digging •You must not dig any hole at the park, without written approval.

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 caravan owners and park operations.

Refuse •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.

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: or major vehicle repairs such as dismantling of part(s) of the engine or 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 permitted on the park.

Driving •We permit cars onto the park for the purposes of access to the Caravan only. Accordingly, save to the extent that you may need to do so because of a disability, you must not drive cars around 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 parking space or spaces allocated to your Caravan. •You may park not more than [1] car at the Caravan and a maximum of [2] cars on the park. •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.

Behaviour •You should respect the privacy of other Caravan owners and keep noise to a minimum between the hours of 10am and 10pm with absolute quiet between 10pm and 10am •You must keep away from any vacant pitches. •You must finish any barbecues or party by 9pm •You must finish any party by 11pm •You may only consume alcoholic drinks within the boundaries of your pitch or on the park's licensed premises. •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 •Dogs and cats are permitted. •You must keep any dog on a lead at all times on the park. •You must clean up if your animal defecates on the park. •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.

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.

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 Caravan 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 LPG 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 at the Office/Reception. 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.

It may be necessary or desirable to change the Park Rules from time to time including for reasons of health and safety, the efficient running of the park, environmental issues or regulations imposed upon us, in which case we will notify you in writing to your current address. 2 Any changes made after the signing of this Licence Agreement will not affect anything to which you are entitled under this Licence Agreement. 15. Hiring out the Caravan 1 Part I of this Licence Agreement makes it clear 1.1 whether or not you are allowed to Hire out the Caravan on a voluntary or a compulsory basis 1.2 and whether you must Hire out the Caravan exclusively through our agency. 2 If you are required to hire out the Caravan exclusively through our agency, this means we can hire out the Caravan for you. If Hiring out is permitted, whether compulsorily or voluntarily, it will take place on the basis of a separate agreement between us. 16. Disputes 1 In the event of a dispute that cannot be resolved between you and us, this Licence Agreement provides for disputes to be resolved by the following means: 1.3 We may agree between us to refer any dispute to an arbitrator (or in Scotland an arbiter) as an alternative to going to court but if you prefer to go to court this Licence Agreement does not in any way inhibit you from doing so. 1.4 We may refer questions arising under clause 9 or clause 13.2 to an Independent Surveyor 17. Communications 1 We agree that any letters or other communications between us shall be sent to the address appearing in Part I unless we have told you or you have told us of another address to be used instead. 18. Statutory Rights 1 Nothing in these conditions will reduce your statutory rights relating to faulty or misdescribed goods. For further information about your statutory rights contact your local authority Trading Standards Department or Citizens' Advice Bureau. Upon the sale of the static Caravan a 15% commission shall be due to the Park Operator.

SUB-LETTING

Where a holiday owner makes a decision to rent out their holiday home either on a short-term or long-term basis, the owner shall be obliged to pay an additional £75.00 Management Fee per calendar month, on the first day of each month, alongside their standard pitch fee monthly.

A Holiday owner must notify the Park management of rental and ensure that they meet the United Kingdom Landlord and tenant Act 1954, so much as to ensure that suitable fire equipment is in their holiday home, along with smoke detectors and Carbon Monoxide registers, and are suitably insured.

By signing this agreement, the Holiday owner understands that their holiday home remains their responsibility to meet all local and national standards within the United Kingdom, and that their tenant or tenants are their responsibility if a situation of 'nuisance' or similar were to occur.

SIGNATURES:

Only sign this legally binding agreement if you have read it and fully understand its terms and conditions. Please discuss with us any terms you do not understand or do not wish to agree to, before signing.

PARK OWNER (or representative):

CARAVAN OWNER(S) [all parties must sign]:

DATE OF AGREEMENT:

There should be two signed copies of this Licence Agreement, one kept by you and one kept by us.