



Caravan Park

Cefn Coch, Welshpool, Powys, SY21 0AJ

## **Terms and Conditions**

These Terms and Conditions, together with the Privacy Policy, form the basis of our Agreement with you please read them carefully.

### **1 Introduction**

In these Terms and Conditions:-

"Carmel", "Company", "we", "us" or "our" means the park owner, Carmel Caravan Park, Cefn Coch, Welshpool, Powys, SY21 0AJ;

"you" or "your" means the Caravan owner;

"Licence Period" is one calendar year, renewable annually by us subject to our reasonable consent;

"Season" 1<sup>st</sup> March until the end of the October half term;

"the Park" Carmel Caravan Park;

"Site Fees" mean the annual fee, reviewed by us annually, and advised to you at the start of each Licence Period; and

"Agreement" means the agreement we have with you to site your Caravan on our Park for the Licence Period in accordance with these Terms and Conditions.

Nothing in these Terms and Conditions will affect any of your rights as a consumer under any applicable legislation.

### **2 Permission to keep your Caravan on the Pitch**

2.1 We permit you, throughout the Licence Period, to station your Caravan on a pitch and to use it for holiday and recreational purposes during the Season.

2.2 The permission to keep your Caravan on the Pitch is personal to you and may not be assigned or transferred to any other person.

2.3 You are not permitted to replace your Caravan without obtaining consent from us.

### **3 Our Obligations**

We agree with you as follows;

- 3.1 To provide the services to your Caravan, such as water, electricity, sewerage, except where there has been an interruption beyond our control, such as interruptions of the service to us.
- 3.2 To charge you for your electricity usage at a rate prescribed by the Office of the Electricity Regulator.
- 3.3 To charge you the recommended retail price for bottled gas (plus an additional delivery charge).
- 3.4 To insure the Park against usual third party risks. We accept no liability for any accident or injury to any user of the Park or loss or damage to any Caravan, vehicle or property on the Park.
- 3.5 To drain down your Caravan, where you instruct us, at the end of each Season for an agreed fee payable by you in advance.

#### **4 Your Obligations**

You agree with us as follows;

- 4.1 To comply with these Terms and Conditions and agree to our Privacy Policy.
- 4.2 To use the Caravan for holiday and recreational purposes only during the Season only.
- 4.3 To pay the Site Fees on or before the 31<sup>st</sup> March annually unless we agree otherwise.
- 4.4 To pay us interest at 10% on any undisputed overdue sums.
- 4.5 To insure your Caravan against all usual risks, including but not limited to fire and storm damage and against third party liability.
- 4.6 To provide us with proof of insurance by giving us a copy of your insurance details.
- 4.7 To keep your Caravan in a good state of repair and condition structurally so as to maintain its mobility.
- 4.8 To keep your Caravan in a safe and habitable condition by complying with all servicing and usage recommendations of the manufacturer of your Caravan.
- 4.8 To keep your Caravan in a good condition visually, by washing and polishing it at least annually.
- 4.9 To ensure working fire extinguishers, smoke alarms/detectors are installed in your Caravan and regularly checked to ensure they are in working order.
- 4.10 To use no more than 3KW of electricity.
- 4.11 To hold a valid Gas Safe Inspection Certificate and provide us with a copy.
- 4.12 To turn off all amenities when leaving the Park.
- 4.13 To park no more than two vehicles by your Caravan. All other vehicles can be parked by the site entrance.
- 4.14 To cut the grass and keep neat the area surrounding your Caravan. If you do not do so, we may do so and we may make a charge.
- 4.15 To drain down your Caravan at the end of each Season, or instruct us to do so.
- 4.16 Not to change the colour of the exterior of your Caravan without our consent.
- 4.17 Not to carry out any works at the Park without our consent, this includes putting up TV aerials and washing lines, not to erect any structures of any kind, or connect any services or utilities.
- 4.18 Not to leave any items under your Caravan, in the event items are left we will remove them and charge you for our time.

## **5 Behaviour Standards**

You and your guests (including any children) will adopt the following standards of behaviour at the Park, and accept that any breach may bring about the termination of this Agreement;

5.1 To be courteous and considerate towards us and other Park users.

5.2 To supervise children properly and use play areas at your own risk. Children are not permitted to;

- Play ball games within the Park.
- Play in and around the toilet block, the bowling green or on any water feature including the pools and river.
- Ride quad bikes or small motor bikes within the Park.
- Be outside after dark unless supervised by an adult.
- Ride bikes on the Park unless following the one way system.

5.3 To follow the one way system and adhere to the speed limit.

5.4 To keep all dogs on leads, and under your control and to promptly clean up after them.

5.5 When on the Park you further agree not to;

- Commit any criminal offence.
- Commit any acts of vandalism or nuisance.
- Use any unlawful drugs.
- Create any noise or disturbance, or cause any nuisance.
- Carry on any trade or business.
- Keep or carry any firearm or any other weapon without our consent.

## **6 Selling your Caravan**

6.1 You may sell your Caravan either to us, if we wish to buy it. To a buyer approved by us, where your Caravan is to remain on the Park or to a party who will look to move the Caravan elsewhere. We have the first right to purchase your Caravan.

6.2 You agree to tell us, in writing, that you are selling your Caravan, provide us with details of any finance that it is subject to and tell us the price at which you intend to sell it.

6.3 Where we have chosen not to buy your Caravan, but it is to remain on the Park, you must provide us with all of the details of the prospective buyer in order that we may vet them.

6.4 Where you are selling your Caravan to anyone other than us you must pay us a commission of 15% of the sale price subject to a minimum of £1,000.00.

6.5 Where we approve the buyer we will provide them with a new Agreement for the remaining Season.

6.6 The rights to sell your Caravan will pass to your personal representatives after your death.

6.7 You agree not to place a for sale sign in your Caravan window.

## **7 Giving your Caravan away**

7.1 You have the right to gift your Caravan to a Family Member during your life or upon your death. We will vet the Family Member and provide them with a new Agreement where we approve them.

## **8 Termination of the Agreement**

This Agreement may come to an end if any of the following apply;

8.1 You give us notice, in writing, of your wish to end it.

8.2 You sell or gift your Caravan.

8.3 The Licence Period has ended.

8.4 We have terminated the agreement with you due to your failure to adhere to the terms of the Agreement.

## **9 Termination by you**

9.1 You have a right to terminate this Agreement by providing us with two months' written notice.

## **10 Termination by us**

10.1 In the event of your serious failure to adhere to the terms of this Agreement (such as violence, causing a nuisance or intentional/reckless damage to property), we may provide you with reasonable written notice to terminate.

10.2 In the event of your failure to comply with terms of this Agreement that can be remedied (such as non-payment of Site Fees) we will provide you with 14 days' written notice in which to remedy the situation. Following which, should you not remedy the situation, we may end the Agreement and you will be required to remove your Caravan from the Park within 28 days.

## **11 Consequences of Termination**

11.1 Where you or we have terminated the Agreement in accordance with Clauses 9 and 10 we will repay to you a proportion of any fees paid by you (excluding rates and any sums properly due to us) as set out below;

Where the Agreement ends before 31 <sup>st</sup> March	80%
Where the Agreement ends before 30 <sup>th</sup> June	40%
Where the Agreement ends after 30 <sup>th</sup> June	No repayment

11.2 Where you or we have terminated the Agreement in accordance with Clauses 9 and 10 you will arrange for the removal of your Caravan from the Park within 28 days of such termination. Failing which, we may charge you a storage fee of £50.00 per week.

11.3 To maintain standards on the Park any work in removing your Caravan, such as disconnecting and preparing it for removal, must be carried out by us or our contractors and you agree to pay us our or our contractors reasonable costs.

## **12 Amending these terms**

We may change these terms from time to time by providing you with 28 days' written notice. The up to date terms will always be available on our website <https://www.carmelcaravanpark.com/> or from us directly.

## **13 Data Protection**

13.1 We will only use the information that you provide to us in the performance of the contract that you have with us, and related purposes only.

13.2 When we enter into this Agreement with you we will ask you to provide some information about yourself for security, identification and verification purposes. Personal data, or personal information, means any information about an individual from which that person can be identified.

13.3 We will only collect information that is relevant to providing our services. We will keep your information as long as permitted for our legitimate business purposes and for any retention period that we are legally required to meet. We may sometimes need to transfer your information to third parties such as contractors instructed by you, on the understanding that they keep the information confidential and use it only for our agreed purposes.

13.4 You have the right to see and receive a copy of any personal information we may hold on you and to have any inaccurate information corrected.

13.5 By signing these terms you consent to us using your data in the manner with which we have detailed above. You can withdraw your consent and we will return your personal data to you, subject to any retention that we are legally required to comply with.

13.6 You have the right to make a complaint at any time to the Information Commissioner's Office (ICO), the UK supervisory authority for data protection issues ([www.ico.org.uk](http://www.ico.org.uk)). We would, however, appreciate the chance to deal with your concerns before you approach the ICO so please contact the site owners in the first instance.

## **14 Complaints**

We aim to provide a high standard of services to all of our customers. If at any time you are not satisfied with the service you are receiving please do let us know and we will try to put things right.

## **15 Governing Law**

These Terms and Conditions, and the Privacy Policy, shall be governed by English Law and shall be subject to the non-exclusive jurisdiction of the English Courts.

## **16 Agreement**

The purpose of this Agreement is to confirm the arrangement between you and us. Please contact any of us to request further information or should you have any questions.

By signing you confirm that you have read, understood, and accepted the Terms and Conditions and the Privacy Policy.

Print name .....

Signed .....

Plot Number.....

Dated .....

*Carmel*

Last updated on 25 May 2018