



Springfield Retreat

Holiday Home Ownership in Devon

Holiday Park Rules



PLEASE OBSERVE OUR SITE RULES BELOW WHICH ARE THERE FOR YOUR BENEFIT IN HELPING TO KEEP OUR PARK STANDARDS AS HIGH AS POSSIBLE FOR YOUR COMFORT, SAFETY AND ULTIMATE ENJOYMENT.

1. HOLIDAY HOME CONDITION, SURROUND AND SECURITY

- (i) Holiday home lodge and caravan owners are responsible for ensuring that the holiday home is securely anchored at each corner. If not, the insurance cover on the holiday home and its contents may be invalid.
- (ii) Each holiday home must be fitted with an approved functioning smoke detector in living room/kitchen area.
- (iii) Individual security alarms if fitted must be of the silent variety, audible alarms may not be fitted.
- (vi) Smoking is not permitted inside holiday homes.
Holiday homes must be insured on a new for old basis with a minimum public liability indemnity of £5,000,000. We also recommend storage sheds and decking be covered by insurance. Water stop taps must be turned off when the holiday home is unoccupied. Paddling pools etc need written permission from the holiday park owners; they may need separate third party insurance and be subject to an additional charge.

2. VERANDAS AND OTHER STRUCTURES

- (i) Separate additional structures are not permitted. This includes sheds, fences, tents, gates, archways, trellis, with the exception of approved verandas and storage units, which must be purchased through the site office.
- (ii) Existing balconies and skirts must be maintained to a high standard. Holiday home owners who do not maintain these will be asked to remove and replace them. No enclosed skirting is permitted as a free flow of air must be maintained under each holiday home.
- (iii) Patios or additional paths are not permitted without email (info@springfieldholidaypark.com)/written permission of park reception and once laid become the property of the park. No building work may be carried out on park by anyone other than our staff or approved contractors.

3. ELECTRICAL AND GAS APPLIANCES

- (i) Any additional gas and electrical work carried out to your holiday home must have a certificate by a qualified gas fitter or electrician and be provided for inspection if required.
- (ii) After the initial 12 months, it is the responsibility of the holiday home owner to have the gas and electricity appliances certified and serviced by a park approved contractor and registered installer and a certificate supplied to the park office.
- (iii) No fuels or combustible materials other than LPG gas containers may be stored on the park.
- (iv) Please do not tamper with any electrical, gas, water, sewage connection or apparatus on the exterior of the holiday home, except for the purpose of switching them ON or OFF.
- (v) Holiday homes having bottled gas can only have a maximum of four LPG gas cylinders of 47kgs. These must be secured and on a level surface. All LPG must be secured through the park office.
- (vi) Please do not block the exterior vents within your holiday home; they are there for your own safety.
- (vii) **ANNUAL SAFETY CHECKS**
All owners are reminded of the importance of carrying out annual safety checks to gas and electrical installations in holiday homes. These are just as important as those you would arrange for your main residence. All contractors carrying out safety checks must of course be properly qualified and certified, and approved by the park.

4. EXTERNAL APPEARANCE

- (i) Each holiday home owner is responsible for taking refuse in a tied polythene liner to the bin-bay, where it should be placed in the bins provided and not left in the bay. Do not deposit loose litter or bin bags of any kind on the park.
- (ii) Neither clothes lines, nor the drying of clothes or towels on balconies are permitted. Rack lines hung discreetly from holiday home windows may be used.
- (iii) Plots and immediate surrounding areas must be kept clean and tidy at all times. No articles may be stored beneath a holiday home.
- (iv) Outside garden furniture must be restricted to the veranda/patio so as not to hinder any remedial maintenance or ground works. Gazebos, windbreaks and trampolines are not permitted.
- (v) Individual gardens and garden ornaments are not permitted around holiday homes.
- (vi) The painting of the exterior of any holiday home is not permitted, with the exception of the legs and chassis.

- vii) External TV aerials and satellite dishes must be fitted by the park operator or our nominated contractor and are not permitted to be fixed to trees, fences or balconies.
- (viii) Nothing may be displayed in the windows or exterior of holiday homes except the number or name of the holiday home. No 'For Sale' signs may be erected or displayed.

5. REPAIRS AND MAINTENANCE

- (i) Repair work covered by your sales warranty is carried out free of charge during working hours, but there will be a charge for labour outside working hours. For all other repair/remedial work undertaken, not covered by a warranty, there will be charges for both parts and labour. These charges are available at reception. All charges are subject to VAT.
- (ii) Contractors visiting site. Park reception must be informed at least 48 hours prior and only visits between 9am-5pm weekdays will be permitted. All contractors must register at park reception and provide public liability insurance of at least £3 million to cover the work they will be carrying out. All items must be removed from site and Park bins/skips must not be used.

6. USE OF YOUR HOLIDAY HOME BY OTHERS

- (i) Private subletting is permitted. Holiday homes may not be occupied by groups under the age of 18 or single sex groups. Gate access must be arranged through the park office and passes will be issued on receipt of a refundable deposit.
- (ii) We may refuse admission to or request the removal of persons using the holiday home if considered necessary in the interests of good management or other owners.
 - Holiday homes can only be used for holiday purposes. This means the holiday home may not be someone's main or sole residence.
 - Official letters i.e. business letters, driving licences, passports, bank correspondence or BT correspondence etc should not be registered to or delivered to the holiday park, those letters that are, will either be returned or re-cycled.
 - There is no hard and fast rule regarding how long a holiday can be because people's individual circumstances vary so much.
 - Children cannot be registered at local schools
 - It is not necessary for someone with a main residence elsewhere to register with the local doctor for holiday periods unless they have particular health requirements but can register as a temporary patient if unfortunately, they become ill whilst on holiday.
 - You are not permitted to run a business from your holiday home.
 - You will be unable to register for Council Tax in order to obtain housing benefit. Paying council tax or receiving housing benefit to pay the site fees would be taken as strongly indicating the holiday home is being used as a main residence.
 - Paying the annual site fees is your agreement with us to comply with the holiday park rules. If you were to fail to comply, we would be entitled to terminate the agreement and to ask you to remove the holiday home. The planning authority might also take action against you for breach of the holiday condition by serving an Enforcement Notice.
 - Site fees and bills must be paid on time or the holiday park owners reserve the right to hold the holiday home and the power of sale over the holiday home for any sums due to us which exceed £200. We will be entitled to deduct from sums due to you, any sums due to us or any finance company plus the costs of disconnection from services and removal to storage at the owners' risk. A monthly charge on outstanding accounts will be made and disconnection and reconnections charged.

7. FIRE

- (i) No external fires other than approved portable gas barbecues are permitted. A separate gas source must be used other than your caravan.
- (ii) A fire extinguisher (F.O.C. approved) in working order of no less than 1 kg dry powder must be kept inside each holiday home, clearly visible by the main door. Non-compliance may result in invalidation of insurance cover on your holiday home.
- (iii) Fire extinguishers are placed strategically around the park. Please familiarise yourselves with the location nearest your holiday homes & the permissible usage of these fire extinguishers.

8. EMERGENCIES

The park reception or security must be notified immediately if a 999 call has been made.

9. PROHIBITED ARTICLES

Firearms, shotguns, air rifles, air pistols, crossbows, catapults, offensive weapons or other objects which in our opinion may be dangerous or undesirable will not be allowed on the park.

10. MOTOR VEHICLES

These are brought on to the park at owner's risk.

- (i) No more than two cars are allowed per plot and cars must display a pass with plot number at all times, obtainable from the park reception.
- (ii) A speed limit of 5mph applies on the park.
- (iii) Please park in designated car parking areas only and not beside holiday homes, other than those which have a designated parking space. Parking on grass areas and roadsides is strictly prohibited.
- (iv) Car washing and repairs must not be carried out on the park.
- (v) Commercial vehicles or enclosed vans are not allowed on the park.
- (vi) All motor vehicles must be properly licensed, taxed and insured.
- (vii) All drivers and riders must hold a valid full, not provisional, license.
- (viii) 'For sale' or other notices are not permitted in cars.
- (ix) Vehicles must not be driven on the park after the consumption of alcohol.
- (x) No vehicles to be parked alongside the fireboxes situated on park.
- (xi) The riding of bikes/scooters etc. is not permitted on the grass apart from defined recreational areas.
- (xii) Cars can only be parked on site whilst the lodge or caravan is occupied.

11. BICYCLES

These must be used on roadways only and extreme care should be exercised at all times. Parents, or those with parental responsibility, will be held liable for damage caused by children under their care, whether on bicycles or in any other way.

12. DOGS

Dogs are welcome provided they are kept on a leash when outside and do not become a nuisance to others. All dogs must have a collar and tag with the owner's name and holiday home number. Dogs should be exercised only in designated areas and owners are responsible for cleaning up mess and dispose of in the dog waste bins provided. No dog shall be left unattended outside any holiday home, and if left indoors must be quietly behaved and not cause a nuisance to neighbours or other park users. Dogs must not foul the park. Dogs, other than guide dogs, are not permitted inside buildings.

13. BEHAVIOUR STANDARDS

All owners, their families, friends and guests are asked to respect others' right to peace and tranquility. Behaviour which is unbecoming, disorderly, indecent or in any way offensive or in breach of criminal law will not be tolerated and may lead to eviction from the park. Park property must not be damaged or defaced. Holiday home owners undertake responsibility for themselves and for their guests' behaviour. This includes BBQ's/Parties etc. at holiday homes which may cause a disturbance to other customers.

We cannot be held responsible for loss or damage to owners' property unless we are at fault. In particular personal possessions should not be left unattended, and valuables should be kept with you at all times.

Radios, CDs, music systems and any other musical instruments must be used inside your holiday home only and with discretion so as not to cause annoyance to other people.

14. CHILDREN

Children must not be left unattended or without adequate supervision in holiday homes or elsewhere. Parents or those with parental responsibility will be responsible for the actions of their children.

15. RECREATION

- (i) Playing of ball games with soft balls only is restricted to the recreation area. Recreation areas are defined on the park map displayed in reception and information display boards.
- (ii) Rollerblades/skates, skateboards, scooters, quad-bikes and recreational motorised vehicles including scooters/motorised bikes are not permitted.

16. SWIMMING POOL

It is the responsibility of individuals to exercise care near the swimming pool and in particular, parents to ensure their children's safety. This area is unsupervised by staff and we cannot accept responsibility for loss, damage or injury unless we are at fault. Safety rings are provided for emergencies where appropriate.

- (i) No one person shall swim alone irrespective of age.
- (ii) Children under the age of 16 need to be supervised in the pool area at all times

- (iii) No glasses in the pool area.
- (iv) No babies or young children should be in the pool unless the use suitable swim nappies. Soiling in the pool may lead to a 3 day closure.
- (v) Additional guidelines for pool safety and rules are displayed in pool area. These must be adhered to.
- (vi) The pool will open at the discretion of the park management.

17. PARK SECURITY

- (i) The security gates will be in operation for up to 24 hrs per day. Do not give your pass to anyone. We reserve the right to refuse entry.
- (ii) All guests accompanied by you must sign in at reception or with security if not a registered car holder.
- (iii) Please refrain from tailgating at the security barrier.

18. ACCESS TO THE PARK

Each lodge or caravan will be provided with two gate passes. Additional passes may be purchased from reception (max two per lodge/caravan).

20. CONTRACTORS/DELIVERIES ON THE PARK

Only pre-approved contractors are allowed on the park and they must adhere to the following;
Advise reception 48 hours in advance.

Contractors/customers may not use park skips/refuse bins to dispose of waste.

Owners are responsible for meeting and greeting guests and deliveries.

21. HOT TUBS

Hot Tubs are only permitted on holiday homes with prior permission, conditions of use are available from reception. All hot tubs must be maintained in accordance with the latest HSE guidelines/requirements, have regular legionella checks and if not in use regularly, must be drained down. An annual service contract is mandatory. Please contact reception for further information. Hot tubs are only to be used between 9am and 10pm.

22. THE CONSEQUENCE OF TERMINATION OF THE LICENSE AGREEMENT

You will arrange with us for the removal of the Holiday Home and all other property of yours from the Park within 7 days after termination of this License however that comes about. Any work in de-siting or removing the Holiday Home must be done through us or through our contractors for which you agree to pay us our reasonable costs. If following termination of the License Agreement you fail to arrange the removal of the Holiday Home through us we are entitled to remove it ourselves after giving you 14 days' notice in writing of our intention to do so. We can dispose of after the cost of removal, sale and any other outstanding balance, if any, owed to us.

22. General Data Protection Regulations (GDPR)

By signing this agreement, you are giving us consent to pass on your details to third parties in line with General Data Protection Regulations (GDPR). Please see our website for further information.

THESE RULES SUPERSEDE ALL PREVIOUS RULES. YOUR ATTENTION IS DRAWN TO YOUR LICENCE AGREEMENT, WHICH SETS OUT THE CIRCUMSTANCES IN WHICH BREACH OF THE SITES RULES MAY RESULT IN TERMINATION OF YOUR PITCH AGREEMENT AND YOUR RIGHT TO REMAIN ON THE PARK. THESE SITE RULES ARE INTENDED FOR YOUR SAFETY AND BENEFIT. WE MAKE EVERY EFFORT TO MAINTAIN THE PARK AMENITIES AND FACILITIES TO THE HIGHEST STANDARDS, BUT IT IS YOUR RESPONSIBILITY TO CARE FOR YOURSELVES AND YOUR PROPERTY, AND WITH CONSIDERATION FOR THE PARK AND FOR OTHER OWNERS.