



## Park Terms and Conditions 2020

The expression 'you'/'your' refers to the caravan owner/occupier and the expression 'we'/'us'/'our' refers to Findhorn Sands Caravan Park.

### 1. The Season

- The Park will be open for occupation between Friday 27<sup>th</sup> March and Sunday 1st November 2020.
- The Park Office shall operate "Office Hours" between 11am and 1pm, **Monday, Thursday and Friday**, in person. Should you require urgent assistance when the office is closed then please contact by telephone: 01309 690324 or email: [info@findhornsands.co.uk](mailto:info@findhornsands.co.uk)
- Notification of the Park fees and other charges applicable for the coming year will be intimated to each caravan owner. Any caravan owner not wishing to renew their agreement must notify us in writing no later than 30 days prior to the season start date above. The owners of all caravans remaining on the Park beyond the season start date will be deemed to have accepted the terms of the notification and these Park Terms and Conditions.
- You agree to pay the Park Fees and other charges due to us promptly and should fees remain outstanding for a period of one month from season start date, interest will be charged at a rate of 4% above the base rate from time to time of the Royal Bank of Scotland.

### 2. The Park Licence

- Your caravan may not be used as your main residence and cannot be used as a base from which you travel to and from work on a regular basis. On written request by us, we may ask you to provide details of your main residential address and evidence of your residence there.
- You undertake not to do or omit to do anything which might put us in breach of any condition of the Park Licence and to comply with all statutory requirements in relation to the caravan and its installations and furnishings. The conditions of the Park Licence are displayed in the Park office and you should familiarise yourself with the obligations placed on you by the Park Licence and bear in mind that the conditions can be changed and will be subject to review from time to time.



### 3. The Park Services

- **Caravan Services** - Sourcing, ordering, organising delivery and installation of owner specified caravan and consumables as required e.g. caravan parts, aerials, UPVC and timber decking, cleaning etc. Organising authorised tradesman to carry out maintenance and repairs.
- **Caravan Sales/Purchases** - We facilitate and provide owners with all aspects involved in the selling, upgrading or purchasing of caravans, together with offering advice, sourcing caravan upgrades, costing, ordering, viewing, transportation, delivery, siting and after sales of caravans.
- **Utility Services** - We manage and coordinate winter draining down and reconnection of caravans along with the maintenance of mains water and purity certification. We manage and coordinate CP12 gas safety checks to all vans and supply piped gas along with arranging and managing the electric safety certification of all caravans.
- **WIFI** - providing owners with limited WIFI.
- **Insurance** - We upkeep records of all insurance policies to ensure owners hold valid insurance.
- **On Site Service** - available to help and assist caravan owners and visitors to the site.

### 4. Condition and upkeep of your caravan

- At the discretion of Findhorn Sands Caravan Park, caravans may stay on the Park for a **maximum period of 22 years** from new. Management reserve the right to reduce this period for anyone who does not comply with the Park Terms and Conditions.
- You undertake to keep your caravan in a good state of repair and condition, in a habitable state and to comply with all servicing and usage recommendations of the manufacturer of the caravan.
- Please be mindful that caravan vents are installed as a safety precaution and under **no** circumstances should any vents ever be covered. To reiterate previous terms and conditions, caravan owners must arrange for skirting to be built round all caravans in either wood or UPVC.
- You permit us to remove the caravan from a pitch in accordance with the rights we have under this Agreement.
- You permit us to conduct any siting or removal work in respect of the caravan ourselves or through our contractors in order to maintain standards on the Park.
- A caravan must be maintained in a state capable of movement but may not be moved off the pitch without our prior consent in writing.
- Nothing may be displayed in the windows or on the exterior of the caravan except its number or a nameplate of a reasonable size.



## 5. Renting or Letting

- Findhorn Sands Caravan Park does not allow any caravan to be rented out or let.

## 6. Our obligations to you

We agree with you as follows:

- We will provide, maintain and keep in good state of repair the Park except where these have to be interrupted for the purposes of repair or renewal, or for other reasons beyond our control such as interruptions in the supply of services to us.
- We will notify you of any changes to the Park Terms and Conditions should it be necessary or desirable to change them 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.
- We will insure the Park against usual third-party risks to a minimum of £2m per claim.

## 7. Caravan Insurance

- It is the responsibility of each caravan owner that their caravan is comprehensively insured on a new for old basis (*to insure their caravan for its full value*) against all usual risks including fire and storm damage and against third party liability. Each owner is under an obligation to provide us with a **“Park Copy”** of the insurance policy. We will not be liable for any claims for insurance or for any shortfall in insurance settlements.

## 8. Vehicles on Park

- We permit cars onto the Park for the purposes of access to caravans and lodges only. All drivers must keep to the Park roads and obey the one-way system. No commercial vehicles should be on the Park, unless authorised by Findhorn Sands.
- All drivers must adhere strictly to 5mph speed limit on the Park and take care whilst driving, giving priority to all pedestrians and cyclists.
- You may park a maximum of two cars at your caravan.
- Due to licensing, Motorhomes or any vehicle which might provide sleeping accommodation must not be parked beside caravans.
- Driving under the influence of drugs or alcohol will result in instant dismissal from the Park.

## 9. Laundry Facilities

- Laundry facilities are provided on site and as such no washing machines are to be installed retrospectively in caravans or kept in outdoor sheds.
- There are tumble dryers available in the laundry facilities however washing lines are permitted if they are of the rotary or windowsill type only and they should be removed and stored out of sight after use.

## 10. Refuse

- Refuse must not be left or deposited outside your caravan. Please use the refuse bins provided; rubbish must be contained within a single refuse sack. Ensure recyclable material is placed in the correct refuse bin. Brown bins for garden waste are available from reception on request.
- Any large item of household refuse must not be placed in the bin storage areas. Such items should be taken to nearby Local Amenity Park, Waterford Road, Forres, or alternative arrangements made with the Park office for its removal.

## 11. Fire Precautions

- All caravans must be equipped with working smoke and carbon monoxide detectors maintained in a good working condition.
- No fuels or combustible materials other than LPG may be stored on the Park.
- It is your responsibility to 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.

## 12. Gas, Electric and Water Services

- We require all caravans to have a valid gas safety certificate, a copy of which must be held on file by us. All appliances used in owners' caravans must conform to British Safety Standards.
- All gas and water connections must be switched off when the caravan is not occupied. If you experience any problem with the electrical or water systems, please contact the Park office immediately. Please note that Findhorn Sands Caravan Park cannot be held responsible for the failure of water, gas, electricity or drainage or other mains services which are beyond our control.
- Should any work relating to the above services be required to be carried out we would ask all caravan owners that any work must be carried out by the Park's authorised and approved gas or electric engineer. Any work carried out by an unauthorised person will result in a further safety check being carried out at the expense of the caravan owner to make sure that the work complies with the relevant safety requirements.
- Each caravan must have two gas cylinders. S & D Harper, Edgar Rd, Elgin IV30 6YQ, will continue with the supply and delivery of all Propane gas cylinders to owners on Findhorn Sands. If you require a replacement gas cylinder, please inform S & D Harper direct on 01343 547522 before 2pm on Wednesday, for deliveries to be made each Thursday.
- Findhorn Sands Caravan Park reserves the right to suspend all services to the pitch if the caravan owner is in breach of the Park Terms and Conditions e.g. for non-payment of bills. Should any payment be due to any third party/company who have been authorised by us to carry out work on behalf of the caravan owner then failure to make payment for such works may result in services being suspended.



- Drainage system - **Please do not** introduce any foreign items into the drainage system including cleaning cloths, babies' nappies, wet wipes, sanitary towels, cooking fat, engine oil, grease or paint.

### 13. WIFI Services

- We will continue to provide free WIFI for all our caravan owners. Each caravan will be presented with their own unique log in which should not be passed on to any third party. Please note that this service is not provided for downloading or streaming online content due to the restricted bandwidth and connection. We reserve the right to remove the facility if owners are deemed to have breached this condition.

### 14. Building and ground works

- You agree not to carry out any external or ground works nor any building works at the Park or to erect any extension to the caravan or to erect any hut, fence, structure, TV aerial or clothes line or to connect any services or utilities to your caravan without first presenting a clear plan of proposed works and obtaining full consent in writing from the Park Owner.
- Please note that all work on site can only be carried out by contractors authorised by Findhorn Sands.

### 15. General Park Rules

We would ask you take all reasonable steps, by retaining a copy of park Terms & Conditions in your caravan, to ensure that all people who use or visit your caravan (including any children) adopt the following general park rules:

- *To supervise children properly so that they are not a nuisance or danger to themselves or others. All Children under the age of 12 years old must be supervised at our swing park at all times;*
- *To act in a respectful, courteous and considerate manner at all times towards neighbours, other residents and anyone visiting, using or working on the Park;*
- *To avoid causing a nuisance or disturbance to neighbours, no bicycles may be ridden, or ball games played in the vicinity of caravans. All balls and bicycles should be kept away from any caravan to avoid accidental damage. Anyone found in breach of this rule will be held responsible for any damage caused to caravans;*
- *Dogs must be kept on a short lead **at all times** in the vicinity of caravans and whilst on the Park. The allowance for a dog may be withdrawn if the animal is a nuisance.*
- *Please respect the privacy of other caravan owners and keep any noise to a minimum between the hours of 2200 and 0900 hours with absolute quiet between 12 midnight and 0800 hours;*
- *Do not Commit any criminal offence including acts of vandalism or nuisance at the Park or use the caravan in connection with any criminal activity;*
- *For safety reasons we would request that you do not use fireworks in the Park;*



- *Do not carry out any trade or business at the Park;*
- *Not to use our Park address for personal mail;*
- *All queries or requests for work to be carried out etc **must** be conducted during office hours or by email only. Tradesmen working on site should not be approached as owners will be charged for any interruption to their time.*

You accept that any breach of the General Park rules may bring about the termination of your right to remain on site.

## 16. Caravan Sales/Purchases

- All caravan purchases and sales must be conducted and concluded with the agreement and involvement of Findhorn Sands Caravan Park. We reserve the right to refuse the purchase or sale of caravans to any individual or individuals.
- Findhorn Sands Caravan Park reserve to themselves the first right of refusal to purchase any caravan put up for sale by any owner.
- No caravan on the Park over 14 years old may be sold to new owners.
- Commission of 15% plus VAT on the sale price is payable by the vendor to Findhorn Sands Caravan Park prior to the completion of all caravan sales. The rate of commission may be varied from time to time and intimated within the annual Park terms and conditions.
- Annual Park fees must be paid prior to any sale of any caravan and are non-refundable.
- On termination of licence agreement, owners are responsible for arranging with us for the removal of the caravan, including personal property. Any work in de-siting or removing the caravan must be done by us or through our contractors for which owner agrees to pay us our reasonable costs.
- Upon finding a Purchaser for your caravan their details should be given to Findhorn Sands so that we can contact them directly. A contract of sale shall be provided by the Park along with issuing to the new owners the Park Terms and Conditions.

## 17. End of Season

- It is your responsibility to arrange the preparation, drain down and full disconnection of your caravan from the mains cold water supply, for the winter. Findhorn Sands will continue to uphold the choice you have intimated to us (i.e. 'Findhorn Sands provide drain down and reconnection service' or 'Owners accept full responsibility for own winterisation'), until such time as you advise us otherwise.
- Owners of caravans with central heating are responsible for ensuring system has adequate anti-freeze. You can arrange for anti-freeze to be checked whilst our engineer is carrying out the Gas Safety Check on your caravan.
- We would ask all caravan owners to ensure that the electricity supply to your caravan must be isolated by means of the main fuse board located within your caravan. Due



to ongoing maintenance during the closed season we reserve the right to isolate power to all or parts of the site during this period and require all owners to make sure that their main fuse board is turned off.

- During the closed season owners shall be solely responsible for securing their caravan, ensuring all items of value are removed and it and its contents are adequately insured against all usual risks.

### **Additional Information**

Our Website is in the final stages of completion. Once everything is up and running, we will be able to display our site Terms and Conditions as well as our Privacy Notice etc on our website using a password protected section for all owners. We hope to include a 'newsfeed' type section in which we can post updates if and when needed. We will provide log in details to owners in due course and any new passwords will be issued accordingly.

We are still updating our Wi-Fi services but hope to have the new service available early in the new season. Please accept our apologies for the inconvenience caused and continue use of the old service.

Provision of food waste caddies will continue, upon request to [info@findhornsands.co.uk](mailto:info@findhornsands.co.uk) or through the office. If you have already requested a caddy, we will be in touch regards to pick up. If you do not receive contact by end of April please make another request. There will be designated food waste bins around the site to empty the caddies. **It is very important that only food waste goes into the bins and caddies.** Please use general waste bins for dog waste.