

YORK HOUSE HOTEL AND CARAVAN PARK  
High Hawsker  
Whitby  
North Yorkshire  
YO22 4LW

## CARAVAN RULES, TERMS AND CONDITIONS

### Definitions

<b>Agreement</b>	means the licence agreement made between the Company and the User.
<b>Caravan</b>	means a caravan sited on the Premises
<b>Company</b>	means Wharton Amusements Limited trading as York House Hotel and Caravan Park
<b>Closed Season</b>	means the period 31 <sup>st</sup> October to 1 <sup>st</sup> March each year
<b>Commission</b>	means 15% plus VAT of the sale price of a Caravan sold on the Premises
<b>Common Service Blocks</b>	means the toilet and shower facilities located on the Premises
<b>Hotel</b>	means York House Hotel
<b>Leisure Amenities</b>	means all grassland, recreational areas, Play Park and sports pitch
<b>Owner</b>	means the person legally entitled to possession of the Caravan
<b>Pitch</b>	the land let to the User under the terms of the Agreement
<b>Premises</b>	means York House Hotel and Caravan Park, High Hawsker, Whitby, North Yorkshire YO22 4LW
<b>Quiet Hours</b>	means the hours between 10pm and 8am each day
<b>Reception</b>	means the reception at York House Hotel and Caravan Park
<b>Rent</b>	means the sum payable in accordance with the Agreement
<b>User</b>	the person or persons occupying a Caravan [who may or may not be the Owner]
<b>Vehicles</b>	means any motorised vehicles, bicycles and heavy plant machinery
<b>Visitor</b>	means any person not occupying a caravan who is on the Premises at the request of an Owner or User

### General

1. All Static Caravans on the Premises must be purchased through the Company.
2. No Caravan may be removed from the Premises except by the Owner or with the Owner's written authority.
3. No sheds or other structures may be erected on the Premises.
4. No business activity may take place on the Premises.
5. The use of the Company name and logo for advertising purposes is prohibited without the prior permission of the Company.
6. Washing lines are prohibited on the Premises. Rotary dryers may be used but must be folded when not in use.
7. Persons less than 21 years of age should carry with them at all time's appropriate photographic identification to enable their service within the Hotel. The Company will accept driving licence, passport or proof of age card.
8. No other party other than the occupier and occupants detailed in the Agreement are permitted to occupy the Caravan without the permission of the

- Company. The Company's permission is subject to any new occupiers signing and returning a copy of the Site Rules and Conditions to Reception.
9. All litter (including grass cuttings) must be bagged and placed in the refuse compounds. Any person found to be dumping rubbish anywhere on the Premises will be charged for clearance.
  10. The Company reserves the right to inspect the Caravans subject to the provision of 48 hours notice to ensure compliance with Site Rules and Conditions.

#### **Use**

11. Users are not permitted to place advertisements of any kind in the window of the Caravan or their Vehicles whilst on the Premises.

#### **Closed Season**

12. Caravans may be stored on the Premises during the Closed Season provided the following conditions are satisfied:
  - a. A valid insurance certificate is provided to Reception
  - b. The Owner's contact details are provided to Reception
  - c. The storage fee (details of which can be obtained from Reception) is paid in full in advance
  - d. The Owner acknowledges that York House will not accept any responsibility for damage caused to the Caravan whilst stored on the Premises
13. Any User wishing to gain access to the Caravan during the Closed Season must (save in the case of emergency) provide at least 24 hours notice to Reception.

#### **Amenities**

14. Users and their Visitors may not fill containers using hot water from any of the Common Service Blocks.
15. The Company reserves the right to restrict use of any of the Leisure Amenities without notice.
16. Televisions are permitted within Caravans but Users must ensure that the conditions of the TV Licensing Authority are complied with. If Users are uncertain as to the provisions enquiries should be made of the TV Licensing Authority.

#### **The Pitch**

17. The Pitch is let to the User upon completion of check in or on return of the completed seasonal letting Agreement
18. A maximum of one Caravan is permitted on each Pitch.
19. No change of Pitch shall be made without the permission of the Company.
20. Storage of goods beneath the Caravan is prohibited.
21. A distance of at least 3 metres must be kept between Caravans. Users will be asked to remove any object in contravention of this rule.
22. No pathways or driveways are permitted on the Pitch without the prior permission of the Company.
23. The Company will remove any pathway or driveway constructed in contravention of rule 26 and will seek reimbursement from the User.
24. All Users must keep Awnings up for a maximum of two weeks only, when in occupation and take down when not in occupation so as not to damage any grass.
25. Upon vacating the Pitch, the User must restore the Pitch to the condition it was in prior to his/her use and make good any damage at his/her own cost.

#### **Health and Safety**

##### **Gas**

26. All cylinder and bulk gas must be supplied by the Company.
27. Gas cylinders may not be transferred to other Caravans or be re-sold.

28. A maximum of two gas containers, whether full or empty will be permitted at each Pitch.
29. The use of black pipe is prohibited. Orange reinforced pipe must be used at all times.
30. Gas cylinders must be kept upright at all times.
31. Gas cylinders must not be chained or anchored to any fixed object.
32. Gas cylinders must not be transported in any Vehicle.

#### **Electricity**

33. Where use is made of mains electricity supply, all installations must comply with the Recommended Practice for Electrical Installations in Holiday Homes issued by the Institute of Electrical Engineers.
34. All electricity supplies within Caravans must be tested by a qualified electrician.
35. Owners must ensure that inspections of electrical appliances are carried out at least every 3 years by a qualified body.

#### **Fire Precautions**

36. All Caravans must be equipped with a chemical fire extinguisher. Where possible, a fire blanket should be available in the cooking area.
37. All Caravans must contain basic first aid equipment.
38. All Caravans must be equipped with a working smoke alarm.

#### **Behaviour on the Premises**

39. Radios, televisions and other audio and visual equipment must be used in such a way as to avoid disturbing other Users and their Visitors.
40. The use of transistor and CB radios outside Caravans is prohibited.
41. Music must not be played after 10pm.
42. Noise must be kept to a minimum during the Quiet Hours.
43. All Users and their Visitors must keep to the grassland designated for this use when playing ball games.
44. Users and their Visitors are not permitted to walk around the Premises at night with drinking glasses.
45. Any User or Owner found guilty of a criminal offence (other than minor motoring offence(s)) may be requested to provide details of his/her convictions to Reception. The Company reserves the right to require an Owner to remove his/her Caravan from the Premises as a result of previous criminal convictions.
46. All buildings (with the exception of the Caravans) on the Premises are non-smoking.
47. No Fires must be started on any part of the site.
48. Any person found to be in possession of, under the influence of, or guilty of the supply of controlled substances will be asked to leave the Premises.
49. Drink driving and the taking of illegal substances is strictly prohibited.
50. Firearms, air weapons and imitation firearms are strictly prohibited.
51. The sale of imported stolen or illegal goods is strictly prohibited.
52. No unauthorised tree felling is permitted. The cost of replacement will be passed on to the culprit.

#### **Liability**

53. The Company shall not be liable for any loss, damage to, or theft from any Caravan.
54. All Owners must ensure that their Caravans are insured against the usual risks.
55. The Company will not accept responsibility (to the extent permitted by law) for any personal injury or loss or damage to property whilst on the Premises unless it can be proved that the Company is responsible through action or negligence for the injury or loss.

### **Fees**

56. The Company will notify the User no later than the first month of each year the Rents and Tariff for the year and the due dates for payment.
57. The Company will not permit Users or Owners accesses to a Caravan until such times as all the fees are paid.
58. Caravans occupying a Pitch for which the Rent has not been paid within 14 days of the date of request will be treated as abandoned. After 14 days notice (in accordance with the disciplinary procedure below) the Agreement will terminate and the Caravan will be removed from the Premises and disposed of at the Owners expense.
59. If the Pitch is surrendered before the expiration of the period for which it has been let, no refund will be made.
60. Where a Caravan is to be removed from the Premises a disconnection fee will be payable at a cost of £150.00. Please note additional charges may be incurred where awnings are required to be removed.
61. All Pitches have electricity. With a 10amp supply please do not use domestic appliances in your Caravan, Tent or Motor Home

### **Vehicles**

62. Upon entering the Premises all Vehicle registration numbers will be logged at Reception.
63. All Vehicles on the Premises must have valid tax, MOT and insurance. The Company reserves the right to request the Vehicle owner to produce such documents on demand.
64. All drivers on the Premises must hold a full UK driving licence.
65. In wet weather Vehicles should be parked in the car park.
66. A speed limit of 5 mph must be adhered to at all times on the Premises.

### **Pets**

67. Pets are permitted on the Premises provided notification is given to Reception on arrival.
68. Dogs are not permitted in the Hotel.
69. Dogs must only be exercised in the designated area for this purpose.
70. Dog owners must ensure that if their dog fouls on the Premises, that all excrement is removed and disposed of in the appropriate manner.
71. Dogs must be kept on a short lead at all times and only exercised by a competent adult
72. The Company reserves the right to request that dog owners remove their pets from the Premises if the provisions of 70-74 are not complied with.

### **Children and Visitors**

73. Children must be supervised at all times
74. Children are not permitted to play in the Common Service Blocks.
75. Children under the age of 8 years must be accompanied at all times when using any of the Leisure Amenities.
76. Users are responsible for the conduct of their Visitors anywhere on the Premises and their safety within the Caravan.

### **Sale of Caravans**

77. No Caravan may be replaced, sold or offered for sale on the Premises without the consent of the Company.
78. Sales of Caravans on the Premises are subject to the following conditions:
  - a. The Owner must provide a completed sale agreement to the Company.
  - b. A minimum sale price of £1,000.00 must be adhered to.

- c. The Caravan must be in a good state of repair.
  - d. Where a sale is achieved the seller agrees to pay the Company the Commission.
79. The sale of a Caravan on the Premises does not guarantee that a Pitch will be available for the purchaser of the Caravan.

**Maintenance**

- 80. Qualified contractors must carry out all maintenance work on the Premises. The Company is available to carry out certain services and repairs at very competitive prices and details may be obtained from Reception.
- 81. All gas works must be carried out by a Corgi registered person. A copy of any invoices must be provided to the Reception.
- 82. All Caravans must remain in a good state of repair at all times.
- 83. The exterior of all Caravans must be well maintained and safe at all times. This includes all walkways/driveways/balconies and steps

**Amendments and Acknowledgements**

These Site Rules and Conditions apply to all Users, Owners and Visitors.

The Company reserves the right to amend or introduce new Site Rules and Conditions in accordance with new legislation and company policy.

Any amendments to these Site Rules and Conditions will be posted on the notice board within Reception 28 days prior to coming into force.

In the event of any breach or non-observance of the Site Rules and Conditions the Company operates the following disciplinary procedure:

- 1. Verbal warning. A verbal warning requiring the breach or non-observance of the Site Rules and Conditions to be rectified.
- 2. Written warning. Where the requirements of the verbal warning are not complied with a written warning will be issued requiring the breach or non-observance of the Site Rules and Conditions to be rectified.
- 3. Eviction. In the event that the breach or non-observance of Site Rules and Conditions has not been rectified following the written warning, 14 days notice to terminate the Agreement will be provided.

No concession will be made and the Company's decision is final.

Please sign the Site Rules and Conditions to confirm that you have read and understood and return one copy to Reception.

If for any reason these Site Rules and Conditions are not signed and returned, your continued use of the Premises will amount to your acceptance of the Site Rules and Conditions.

Signed.....

Date.....