

Model holiday and touring Park Rules

The following guidance addresses Park Rules for holiday parks where the model industry Licence Agreement is used to document the agreement with caravan owners. They can also be adapted for use on holiday and touring parks where customers take holidays in letting accommodation or their own tent or caravan.

Park Rules are established to ensure good management of any park. They differ from park to park to reflect individual practices and approaches.

However, Park Rules need to be part of the contract between the park and customers if they are to be enforceable. If the rules are not part of the contract, then the caravan owner is not obliged to comply with them.

As part of the contract, Park Rules are subject to the same consumer laws as any other contract term. Each rule needs to meet the 'fairness test'. This means that they must not create a significant imbalance to the detriment of the consumer. They also need to be transparent – easily understood in plain English – and prominent.

Holiday caravan Licence Agreement

The BH&HPA model holiday caravan Licence Agreement includes as the first obligation on the caravan owner to '*Keep to the terms of this Licence Agreement and the Park Rules*' (clause 4.1). As such, the Park Rules become part of the contract between the park owner and the caravan owner.

Clause 1.7 explains that the Park Rules are '*the rules of conduct and practice issued by us from time to time and applicable to the use of the Caravan and other facilities at the Park*'.

This clause also advises that '*A copy of the Park Rules in force at the date of this Licence Agreement is attached*'. ***If the park owner does not attach a copy, then the caravan owner may not have to comply with the rules!***

Clause 14 then addresses changes to Park Rules:

'14 Park Rules

14.1 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, local authority requirements and/or changes in laws or regulations or in the interpretation of laws or regulations imposed upon us, in which case we will notify you in writing to your current address.

14.2 Any changes made after the signing of this Licence Agreement may affect you because you will be required to comply with the changed Park Rules but will not affect anything to which you are entitled under this Licence Agreement.'

There are two important points to note from this: firstly that it is possible for the park to change the rules and notify caravan owners in writing, but second that any change cannot deprive the caravan owner of rights they already enjoy under their Licence Agreement.

Park Rules cannot be used to change, rewrite or contradict the terms of a Licence Agreement. They are best viewed as an additional part of the contract with the caravan owner which lays out the way in which the park is run, and what caravan owners and any visitors must do to comply.

The Licence Agreement itself stipulates the most important terms of the contract such as:

- the start and end date of the licence to station the caravan on the pitch
- how the pitch fee may be reviewed
- the procedure for private sales
- the caravan owner agrees to insure the caravan against all usual risks
- whether, or not, the hiring out of the caravan is permitted etc.

These terms **must** appear in the Licence Agreement. If they do not, they are likely to be unenforceable against that caravan owner.

The terms of the Licence Agreement do not need to be, and should not be, repeated in the Park Rules. However, terms to which a park wishes to give particular emphasis may be highlighted in a separate 'Guidance' note attached to the rules. There is a sample Guidance document at the end of the suggested model rules below.

Where a park does not use the model BH&HPA Licence Agreement, it is essential to check their contract with regard to the status and any changes to Park Rules. It will be essential to ensure these terms meet current legal requirements and, if they do, that they are followed.

Holiday bookings

These model rules can also be adapted for holidaymakers, whether staying in letting accommodation or on a pitch with their own tent, caravan or motorhome.

The model Terms and Conditions for holiday bookings (available in a separate document) require the customer to keep to the Park Rules, so that they are part of the contract between the park and the customer and therefore enforceable and subject to the legal tests described above.

The model Terms and Conditions also allow for the Park Rules to be changed in a way which is fair to the customer:

'Changing the Park Rules

- 1. 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, local authority requirements, and/or changes in law or regulations or in the interpretation of law and regulations imposed upon us, in which case we will notify you in writing using your contact details at the address on the booking Form.*
- 2. Any changes made to the Park Rules after we accept your booking may affect you because you will be required to comply with the changed Park Rules, but will not affect anything else to which you are entitled under these Booking Terms and Conditions.'*

The Park Rules should be included with the Terms and Conditions to ensure that they apply to the holiday booking.

Particular circumstances

A park's rules should be tailored to suit the particular circumstances of the individual park.

When formulating rules for the first time, or considering changes, it is important to consider:

- the status quo on the park
- how any desired changes fit with existing informal 'rules' and contract terms
- the likely reaction of current caravan owners and holidaymakers
- how to communicate the new Park Rules effectively to all customers and staff.

Where Park Rules are to be introduced for the first time (or radically overhauled), it is recommended that legal advice is sought to ensure the introduction is effective.

Any new or revised rules must be communicated to all caravan owners. Posting Park Rules on a noticeboard or in the office is very unlikely to be considered sufficient.

It would certainly fail to meet the park owner's obligations under the model industry Licence Agreement which stipulates that the park will notify the caravan owner in writing to their current **home** address.

Each model rule needs to be reviewed against current rules and practice and a decision made whether or not to adopt a model text, or to seek an alternate wording.

These model rules are in no particular order.

The model rules should not be printed off and adopted wholesale. This is because some options are inconsistent with other options!

Parks may also add rules to suit the particular circumstances of their park, subject to those rules meeting the legal requirement of fairness.

Once the park has decided on the rules it wishes to use, they should be numbered for ease of reference.



'Traffic light' legal check

If you decide to adopt and make any changes to these model rules, or if you have your own terms, we have arranged a 'traffic light' checking service for you with Tozers.

Please send a copy of your proposed rules to rulesreview@tozers.co.uk. If your proposals work, you will receive a 'green light' and there is nothing to pay. If your proposals do not work – either an 'orange' or a 'red light' is received – there is still nothing to pay. Instead, Tozers will offer to work with you on the changes for a fixed fee.

This service can only be used once per year by each member, so to gain maximum advantage it is worth asking Tozers to check your most up-to-date rules taking account of this guidance.

[Name of park] Park Rules

Introduction

(Example – holiday caravan owners)

These Park Rules are in place for the good management of [name of 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 (~~delete if the park does not allow subletting~~)]. The expression 'we'/'us'/'our' refers to the park owner and/or manager.

You must 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.

(Example – holidaymakers)

These Park Rules are in place for the good management of [name of park] and the benefit of all who use it. These rules form part of the contract between us for your holiday. They should be read alongside your booking Terms and Conditions.

The Park Rules do not affect anything to which you are entitled under the booking Terms and Conditions.

The expression 'you'/'your' refers to all members of your party.

You must make sure that anyone using the park is aware of the Park Rules.

You are reminded that we may cancel your holiday if you are in serious breach of your obligations, including these Park Rules.

Safety (examples)

- You must use the park safely and should not cause danger to others.
- You must 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 (examples)

- You are solely responsible for securing the Caravan.
- You may only use alarms of the silent, monitored type and not audible alarms.

Swimming pool safety (example)

- You must follow the procedure for use of the swimming pool and all the separate rules applicable to the pool. The rules and procedure are displayed at the swimming pool and are also available at the Park Office.

Permitted number of occupiers

(Example – holiday caravan owners)

- Your Caravan may not be used for sleeping a number of persons greater than the 'maximum sleeping capacity' stipulated in your Licence Agreement; if no number is stipulated then it may not be used for sleeping a number of persons greater than the number for which it was designed.

(Example – holidaymakers)

- Your accommodation/pitch may only be used by the people named on the Booking Form.

Visitors to the Caravan (examples – holiday caravan owners)

- Only people lawfully visiting with your permission have permission to enter the park.
- Your visitors may not arrive before []am and must leave the park by []pm.
- 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 (example – holiday caravan owners)

- 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.

Condition of the Caravan (example – holiday caravan owners)

- You must not change the colour of the exterior of the Caravan without our prior consent in writing.

Your pitch (example – holiday caravan owners)

- You are responsible for keeping the area around the Caravan clean and tidy.

Building works and improvements (examples – holiday caravan owners)

- You may only erect a hut, structure, TV aerial or washing line and/or carry out any work to the area around your Caravan and/or connect any services or utilities to the Caravan with our prior written permission. We will only refuse our consent to such works if we think that we have a good reason to do so. If we refuse consent, we will tell you our reason(s).
- We do not permit the erection of fences or any means of enclosure of a caravan pitch **OR** if preferred, the park may add fences to the list of improvement works which may be carried out with permission.

End of season (examples – holiday caravan owners)

- It is your responsibility to drain down and prepare the Caravan for the closed season.

- You must ensure all gas, electricity and water connections are switched off throughout the closed season.
- During the closed season we recommend that the curtains of your Caravan are drawn back, and all items of value removed.

Utilities installations (examples – holiday caravan owners)

- 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 (example)

- 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 (example)

- You must not erect any tent on the park.

Facilities (examples)

- The usual opening and closing dates of our facilities are provided on our website. However, the dates and times of opening may be subject to change depending on seasonal fluctuations or unforeseen circumstances. We will do our best to advise you at the time of booking of any changes at that stage, otherwise please always check prior to booking if this is important to your stay.
- The availability of our facilities is also subject to our Terms and Conditions.

Trees and shrubs (examples)

- 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.
- You must not climb any tree.
- You must not tie anything to any tree or shrub without our agreement in writing (which we will not withhold unreasonably where the tie is a means of support for any tree or shrub which you have planted with our agreement).

Digging (example)

- You must not dig any hole at the park.

Smoking (examples)

- It is illegal to smoke or use e-cigarettes inside enclosed public buildings. Outdoor smoking areas are provided.
- You must also refrain from smoking or using e-cigarettes in any of our holiday accommodation.

- If you are found to be smoking in public buildings or our holiday accommodation, you may be charged a £[] cleaning fee. This would be a serious breach of your contract with us which may lead to you being required to leave the park.

Washing (examples)

- You may only use washing lines of the rotary type or the windowsill 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 (examples)

- You must not deposit refuse outside your Caravan. You must use the refuse bins provided.
- Recycling points are available on the park and you should use these facilities where appropriate.
- You must not feed wild birds or animals.

Vehicles, driving and parking (examples)

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 unroadworthy 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:
 - o major vehicle repairs such as dismantling of part(s) of the engine
 - o 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 not permitted on the park.
- You must not wash cars with a hosepipe.

Driving

- We permit cars onto the park for the purposes of access to the Caravan/accommodation/pitch only. Accordingly, save to the extent that you may need to do so because of a disability, you must not drive cars round 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.

- There is a speed limit on all park roads of []mph, which must be adhered to.
- We allow a maximum of [] motorised vehicle(s) to be parked alongside each pitch.
- Motorhomes/touring caravans cannot be parked alongside self-catering accommodation.
- Electric cars cannot be charged at the park by any means, including the use of a caravan's electricity supply or hook-up.
- The arrangements for charging electric cars are [].
- We operate a security barrier with Automatic Number Plate Recognition. These will not permit access to the park during the hours of []pm to []am. You can exit the park at any time.

Parking

- You must not park anywhere except in the permitted parking spaces.
- Visitors' cars must be parked only in the allocated parking spaces for visitors, or in any space which the people they are visiting allow them to use in their place.
- You must not park anywhere except in the [number] parking space[s] allocated to your Caravan.
- You may park not more than [] car(s) at the Caravan.
- 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.

WHERE RELEVANT similar parking rules could be applied to other sorts of vehicles such as motorhomes, touring caravans etc.

- You must park, and move off, with great care for pedestrians and particularly for children.

Behaviour (examples)

- You should respect the privacy of other users of the park and keep noise to a minimum between the hours of []pm and []am with absolute quiet between the hours of []pm and []am.
- You must keep away from any vacant pitches.
- **EITHER** You may not have a barbecue **OR** You must finish any barbecues by []pm.
- You must finish any party by []pm.
- 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, 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.
- If you use CCTV, you must warn visitors to your Caravan by a prominent external notice attached to the Caravan, the format and wording of which you must agree with us (our agreement not to be withheld unreasonably). The CCTV may only capture images of the area immediately around your Caravan and not of any other part of the park, such as any path or road, or any other caravan or its pitch and the area immediately around it.
- You must not use the park's water supply to fill paddling pools.

Pets (examples)

- Dogs, cats and other pets are not permitted.
- You must not bring any pets or animals when you visit the park except the following:
 - not more than [number] dog(s) (not to include any of the breeds subject to the Dangerous Dogs Act 1991).
 - not more than [number] domestic cat(s).
 - not more than [number] budgerigar(s) which you must keep within the Caravan.
 - not more than [number] [type of pet].
- Dogs, cats and other pets are not permitted in the following areas of the park:
 - [list, e.g. launderette]
 - [list, e.g. shower block]
 - [list, e.g. shop].
- You must tell us before you visit the park if you plan to bring any pet or animal and answer any reasonable question about them and their suitability for our park environment. If we are not satisfied that the pet or animal is suitable for our park environment, we may tell you that you cannot bring them. This is because we cannot allow the safety of others to be put at risk.
- Any pet or animal you bring must be supervised by and under the control of you, or of a responsible adult in your party, **at all times**. This means you may not leave any pet or animal unsupervised in a caravan, tent or other holiday accommodation or anywhere else on the park at any time, apart from small pets which live in a cage, aquarium or similar and which may be left safely for short periods. Nor may you leave any pet or animal under the supervision of any person aged under 18. These rules apply even if the pet or animal knows the park well and you believe them to be well-behaved.
- If you do not supervise and control any pet or animal, we are likely to ask you to remove it from the park straight away. Depending on the circumstances, you may not be allowed to bring it back, or may only be allowed to do so with our written permission, which we would not withhold once our reasonable concerns have been addressed. This is because we cannot allow the safety of others to be put at risk.
- If you see another pet or animal anywhere on the park which does not appear to be supervised by and under the control of a responsible adult, or whose behaviour gives a cause for concern please tell us straight away.
- You must not exercise dogs on the park.
- You must keep any dog on a short lead at all times on the park.
- You must clean up if your animal defecates on the park.

- You must not keep any pet or animal at the Caravan or on the pitch except those which are housed in a cage, aquarium or similar and remain at all times within your Caravan.
- Your Licence Agreement contains undertakings not to cause any nuisance, undue noise or disturbance. These extend to the behaviour of pets and animals.

Rule below essential if there are any rules about dogs on a park:

- Nothing in these Park Rules prevents you or any member of your party from bringing an assistance dog to the park, or from using the dog exactly as at home, if this is required to support a disability and Assistance Dogs UK or any successor body has issued an Identification Book or other appropriate evidence.

Recreation (examples)

- You may only play ball and other games in the areas set aside for recreation [and in any area immediately outside your Caravan agreed with us (our agreement not to be withheld unreasonably)].
- Football should not be played anywhere on the park. Other ball games should be played away from caravans using a soft foam ball.
- 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.
- You may not use skateboards, roller skates, rollerblades or microscooters at the park.
- You may not use any powered model car or similar toy on the park.

Mail (example)

- You may not use the park address for postal deliveries.

Children (examples)

- Children must be supervised whilst on the park and are the responsibility of their parent or guardian during their stay.
- Never allow children to play near or in the streams/rivers, as there are areas of deep water.
- Children must not play on the play area before []am or after []pm.
- Children under the age of 16 should not be left unsupervised in the accommodation or on the park.
- An adult must accompany small children to the toilets.

Fire precautions (examples)

- 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 removal containers on the park.

Accommodation (examples – holidaymakers)

- We reserve the right to enter your accommodation at any time for any reasonable purpose, for example to make checks, maintenance work or housekeeping. Your occupation is not exclusive.
- You are responsible for the contents of the accommodation whilst it is let to you. If you leave the accommodation in a messy or untidy state, you will be charged for the extra cleaning at an hourly rate of £[]. All damages or losses are chargeable and should be reported to the Park Reception before your departure or you will be sent an invoice. Only one key is supplied per holiday accommodation and there is a £[] charge for lost keys
- We reserve the right to make a reasonable charge to you for any damages, missing items or extra cleaning, including damage to other guests' property. A guide to our current charges is available on request and will also be documented on the charge sheet included in your welcome pack or accommodation. Additional copies are available at reception for your reference.
- You are requested to bring your own waterproof mattress protectors if required as you will be liable for the replacement of any mattress which is soiled by you or your party.

Lost property (example)

- For any lost property, please contact the Park Reception as soon as possible as any lost property will be disposed of after one month.

This rule encourages customers to report lost property promptly. However, it is essential to note that the holder of lost property may still be liable to its owner if the correct procedures are not followed to dispose of it correctly. Advice should be taken before disposing of valuable lost property.

Photography (examples)

- We regularly take photographs and videos for promotional purposes and we occasionally receive requests from third parties to film on the park. Should you not wish to appear in any material, please pay attention to the notices we put up when pictures are being taken.
- Photography is prohibited in the children's play area, swimming pool, wash blocks, [list] and [list].
- Where others may reasonably expect privacy, you must obtain their agreement before taking a photograph in which they are identifiable. Examples are when they are in accommodation or on a pitch [or in our swimming or sports facilities].

Wi-fi (examples)

Wi-fi is available and is free of charge.

Our wi-fi is very restricted due to our rural location and is not for streaming. The service may not be the same as you are used to at home.

Guidance for caravan owners

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 4.9 of the Licence Agreement requires you to comply with the Site Licence. A copy of the current Site Licence is always available [state location on park]. Please note that the Site Licence may be updated from time to time.
- Clause 4.11 of the Licence Agreement says that you may not carry out any building works at the Park or erect any extension to the Caravan. Park Rule [] creates a limited exception. 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.
 - Park Rule [] also requires our prior written permission for slabs and paving.
 - 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 4.12 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.