

**SEAGULL TOURIST PARK**  
**ST MERRYN PADSTOW CORNWALL PL28 8PT Tel: 01841 520117 Proprietor~Wendy Pollard**  
**THE PARK TERMS & REGULATIONS FOR STATIC HOLIDAY PITCHES (revised March 2017)** (Page One of Two)

**THIS IS A LEGAL DOCUMENT, PLEASE READ CAREFULLY AND ASK IF YOU ARE NOT CLEAR ABOUT ANY OF ITS DETAIL. WHEN YOU PAY THE SITE FEE YOU ARE AGREEING TO ABIDE BY THE TERMS AND REGULATIONS.**

Your Caravan – a holiday caravan purchased by you from the park in your name

The Site – meaning Seagull Tourist Park, sometimes called The Park

The Tenant – is the purchaser and owner of the caravan and responsible for the annual pitch fees

The Annual Pitch Fee - once paid, serves as an agreement; binding the caravan owner to agreeing to abide by the site terms & regulations shown below

The Pitch – is the designated place for your holiday caravan

The Park Terms & Regulations form an agreement between the site owner and the pitch tenant. The owner reserves the right to amend and/or add to those terms & regulations. The owner will inform the tenants of changes by posting a notice in the office and/or informing by written notice, usually in a Newsletter

The Park Managers – represent the park owner and work under her instruction

**Section One – FEES**

- 1. THE PARK IS OPEN FROM 1<sup>ST</sup> APRIL OR GOOD FRIDAY TO 31<sup>ST</sup> OCTOBER.** No tenant may stop overnight in the caravans outside those dates. **NO REFUNDS OR CONCESSIONS** to those leaving or joining the park at any time.
- 2. ALL FEES ARE DUE BEFORE 1<sup>ST</sup> APRIL ANNUALLY. FEES ARE SUBJECT TO CHANGE. Interest** will be levied on overdue accounts at current rates. Persistent late payers will be asked to vacate their pitch.
- 3. ALL CARAVANS WILL HAVE A REPLACEMENT “NEW FOR OLD” INSURANCE COVER.** The park can arrange cover. It is tenants' responsibility to check that their caravan and possessions are adequately insured. A certificate of insurance must accompany the site fees before the start of the season.
- 4. ALL TENANTS MUST PAY AN ANNUAL SERVICE CHARGE FOR THE WHOLE SITE** separate to the Park Fees.
- 5. NEW TENANTS PAY A ONE-OFF “NEW ON SITE” NON-REFUNDABLE JOINING FEE** in addition to the Annual Pitch Fee.
- 6. FAILURE TO PAY THE DUE FEES ON THE DUE DATE WILL RESULT IN A NOTIFICATION TO VACATE YOUR PITCH.** The appropriate charges will be made pro-rata for each day the caravan occupies the pitch.

**Section Two – GENERAL SITE RULES**

- 7. ALL CARAVANS AND STRUCTURES MUST BE STAKED TO THE GROUND** according to the insurers specification.
- 8. NO SUB-LETTING ALLOWED.** Letting caravans require by law: approved fire resistant upholstery, fire notices and blankets/extinguishers and gas/electric inspection certificates, safety checks and insurance cover. You could face prosecution for not adhering to the law, should personal injury or damage occur to yours or your neighbours' property.
- 9. “LIVING IN” IS NOT ALLOWED.** i.e.- anyone going to work daily from their holiday caravan. Anyone stopping overnight for more than 4 consecutive weeks. Fees and Insurance are different for that requirement.
- 10. NO TENTS TO BE PITCHED WITHOUT PERMISSION.**
- 11. TO VACATE YOUR PITCH OR REPLACE YOUR CARAVAN.** A MONTHS NOTICE IS REQUIRED IN WRITING TO THE PROPRIETOR OF YOUR INTENTIONS. All caravans are purchased through the park. If you wish to vacate your pitch, the owner reserves the right to purchase back or not. You may ask for a valuation for your caravan. Tenants are responsible for the cost of removing their caravan from the park. Clearing any decking/garden structures and reinstating original grassed areas by turfing. No refunds are due on changes mid season. (See Section One No 1) Insurance must be paid until the pitch is cleared.
- 12. While on a rented pitch YOU MAY NOT TRANSFER THE OWNERSHIP OF YOUR CARAVAN TO MEMBERS OF YOUR FAMILY OR ANYONE ELSE.**
- 13. NO TENANT MAY CONNECT OR DISCONNECT THEIR CARAVAN TO OR FROM THE SERVICES PROVIDED TO EACH PITCH.** Electric boxes belong to the park and must not be tampered with.
- 14. ALL TENANTS MUST KEEP THEIR CARAVAN AND PITCH IN A WELL-MAINTAINED AND CLEAN AND TIDY MANNER.** Tenants may be asked to renew their caravan or vacate their pitch at the owners discretion. A deposit may be required for the removal of a caravan which is in poor condition.
- 15. CONSTRUCTIONS** (e.g. garden sheds, under-caravan stowage and balconies) **MUST BE APPROVED BY THE PARK.** Current fire and safety conditions must be adhered to with the appropriate minimum distance between neighbouring pitches.
- 16. PARKING** – Your pitch has room for two normal cars, one behind the other. If you choose to construct balconies and fenced gardens on that parking space you are not permitted to park on fairways, or touring pitches. In the interests of safety. The park will offer limited parking elsewhere on site. Ask the managers where you may park.

17. **DOGS** – As from April 2014. A restricted policy on **DOGS** permitted on the park has changed. The exception being that **dogs that have been photographed and approved by the manager to be suitable, will be allowed on site for a FEE for each dog. No visitor s dogs allowed. All dogs to BE KEPT ON A LEAD AT ALL TIMES. POOP-SCOOPS USED SO THE PARK IS NOT FOULED. OFFENDERS WILL BE ASKED TO VACATE THEIR PITCH.**
18. **NO BALL GAMES** (except for soft ball) AROUND THE PARK AND BUILDINGS.
19. THE PROPRIETOR AND MANAGEMENT WILL NOT BE LIABLE FOR **LOSSES OR DAMAGES TO CARAVANS, PERSONS OR PROPERTY on behalf of the tenant.** Each owner must have their own insurance cover.
20. **DRAINS** - TAKE CARE NOT TO BLOCK DRAINS WITH **anything**. Do Not Flush :-**CLEANING WIPES**, DISPOSABLE NAPPIES,WET WIPES, PEELINGS, FAT, PLASTICS, SPOONS, TEA BAGS NEWSPAPER,HAIR. PET HAIR,SAND, ETC. ETC.
21. **WATER** – USE YOUR STOPCOCK located under your caravan TO TURN OFF MAINS WATER WHEN YOU LEAVE YOUR CARAVAN. DRAIN DOWN WHOLE SYSTEM OVERWINTER. Insurance cover is not valid if you fail to do so.
22. **RUBBISH** – Prohibited items include **BATTERIES**, MATTRESSES, PAINTS,**BIKES & TYRES**, ELECTRICAL ITEMS,**GARDEN & OTHER FURNITURE**, BarBQs,**AWNINGS**, WINDBREAKS.**GRASS CUTTINGS**,TOXIC RUBBISH etc. Speak to the managers for updated information on the park’s recycling programme. You pay for costly waste removal. **PLEASE RECYCLE**

**Section Three – FOR YOUR SAFETY**

23. **SPEED RESTRICTION 5 mph** over the whole park. **Penalty a £50 Fine.**
24. **NO STAKES OR PEGS** TO BE HAMMERED INTO THE GROUND AS THERE ARE ELECTRIC CABLES AND PIPES THAT MAY BE DAMAGED JUST UNDER THE SURFACE.
25. THE **ELECTRICITY SUPPLY** TO EACH PITCH IS LIMITED. DO NOT TAMPER WITH THE SUPPLY, THIS INCLUDES THE FUSE BOX BEHIND YOUR CARAVAN. **DO NOT USE ELECTRIC KETTLES, ELECTRIC FIRES OR ANY HIGH WATTAGE APPLIANCE** OR YOU WILL FUSE THE SUPPLY. You must have a circuit breaker inside your caravan.
26. USE **QUALIFIED & INSURED ENGINEERS** ONLY FOR ALL ELECTRICAL/GAS MAINTENANCE to your caravan.
27. YOU MUST ADHERE TO THE CURRENT **FIRE, GAS, ELECTRICITY AND HEALTH AND SAFETY REGULATIONS** (This includes handrails on caravan steps and non-slip paving slabs. Gas & electric tests are recommended for your caravan.)
28. **FIRE FIGHTING APPERATUS IS POSITIONED AROUND THE PARK ACCORDING TO FIRE SAFETY REGULATIONS. PLEASE MAKE YOURSELVES AND YOUR GUESTS FAMILIAR WITH THE LOCATION OF THE FIRE POINTS.** For your safety, you are asked to report any damage or vandalism to the fire equipment. No open fires allowed.
29. **ALL VISITORS TO YOUR CARAVAN** MUST REPORT TO THE MANAGERS ON ARRIVAL FOR FIRE AND SAFETY REASONS. It is in your interest that we know who is in your caravan. **VISITORS’ DOGS ARE NOT ALLOWED ON SITE.**
30. **YOU ARE RESPONSIBLE TO TELL YOUR VISITORS OF THE PARK REGULATIONS.** Keep a copy in your caravan. There is a copy posted in the office.
31. **THE PARK IS REGULATED PRIMARILY BY THE RECOMMENDATIONS OF THE CARAVAN PARK INSURERS.** Updated information will be passed to you in the Annual Newsletter. A current copy can be obtained from the office.
32. **WARNING!! - FOR YOUR SAFETY!! – THE AIRFIELD, FARM, SURROUNDING BUILDINGS, MACHINERY AND PROPERTIES ARE NOT PART OF THE CARAVAN PARK. DO NOT TRESPASS. DAMAGES MUST BE PAID FOR.**

**Section Four – HOW TO MAKE A COMPLAINT OR SPEAK TO THE OWNER**

**ANY COMPLAINTS OR QUERIES IN WRITING PLEASE TO THE PARK MANAGER OR TO ME, WENDY POLLARD (Marked “Personal”)- To the above address. Or by email to [seagulltouristpark@hotmail.com](mailto:seagulltouristpark@hotmail.com)** This is the owners personal email address. Safety and harmony are important to the well-being of all the park tenants and staff. All correspondence will receive personal attention, discretion and unbiased experienced judgement. Please respect the managers, they implement the proprietor’s decisions and are happy to help you.

**TENANTS ARE RESPECTFULLY ASKED TO HELP KEEP A WATCHFUL EYE ON THE PARK AND FACILITIES, REPORTING ANY DEFECTS OR FAULTS SO THAT A SWIFT REPAIR CAN BE MADE. TENANTS ARE ASKED TO BE QUIET AND CONSIDERATE TO OTHER PARK USERS. There is a 10pm to 08am curfew for all tenants, no outside entertaining.**

If there are any problems please let us know.

**YOUR PARK MANAGERS ARE THERE TO HELP YOU – 01841 520117**

Please respect their privacy and be considerate in adhering to the office opening and closing times.

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