

PARK RULES 2024

For Static Home Owners - Lodges And Caravans

Burton Constable Holiday Park

Last Edited - December 2023

The office is open from 9am to 5pm daily throughout the season.
(open until 6pm every Monday & Friday in high season).

For all non-urgent enquiries requiring Burton Constable Holiday Park guidance:
please email info@burtonconstable.co.uk
Or visit <https://burtonconstableholidaypark.co.uk/contact-us/>

INTRODUCTION

- These Park Rules are in place for the good management of the Park and the benefit of all who use it. They help us keep the Park a nice place to visit and in turn maintain the value of your Holiday Home. We ask that all Holiday Home Owners abide by these rules for the benefit of all.
- If there is anything on the Park that you are not happy about, please let us know. If there is something that is annoying, you and we do not know about it we cannot do anything to rectify the issue.
- These Park Rules form part of the Licence Agreement for a Holiday Caravan Pitch which is the contract between us for your occupation of a pitch on the Park. You are reminded that breach of these rules is a breach of your Licence Agreement for a Holiday Caravan Pitch and may result in termination of the Licence Agreement for a Holiday Caravan Pitch.
- The Park Rules do not affect anything to which you are entitled under the terms of your Licence Agreement for a Holiday Caravan Pitch.
- The expression 'you'/'your'/'Owner' means the Holiday Home Owner and/or occupier and the expression 'we'/'us'/'our'/'BCHP' refers to the Park Owner.
- All persons entering the Park are required to observe the Park Rules, whether Owners, users, visitors, contractors, or guests.

I. PITCH LICENCE

- 1.1. All Holiday Home Owners at the Park must comply with the conditions attached to the Local Authority Site Licence which may be viewed at the Park office.
- 1.2. Pitch numbers must remain visible.
- 1.3. The Park is usually open for occupation for 50 weeks of the year, but please read your Pitch Licence which will set out the times you are allowed to occupy your Holiday Home. No matter how long your right of occupancy is, you do not have a right to live in your Holiday Home.
- 1.4. The Holiday Home must be used for holiday and recreational purposes only (and not as your only or main permanent residence):
 - 1.4.1. For these purposes, the Government regards a 'holiday' as being something within the dictionary definition of that word. The Concise Oxford English Dictionary defines holiday as: "noun.
1) an extended period of recreation, away from home.
2) a day of festivity or recreation when no work is done".
This is the legal definition consistently used and relied on by Planning Inspectors in the determination of planning appeals and enforcement cases.
 - 1.4.2. There are various factors which may indicate that your Holiday Home is being occupied in breach of the occupancy conditions. Examples of a possible breach (according to the East Riding of Yorkshire Council) of the occupancy conditions include but are not limited to a Holiday Home Owner: -
 - 1.4.2.1. spending the majority of their time in their Holiday Home.
 - 1.4.2.2. providing a relative's address or an overseas holiday address as their sole or main place of residence.
 - 1.4.2.3. receiving their mail at their Holiday Home.
 - 1.4.2.4. using their Holiday Home as a place to register to vote.
 - 1.4.2.5. child(ren) attending a local school.
 - 1.4.2.6. or family member(s) is registered permanently with a local GP or dentist.
 - 1.4.3. or family member(s) is carrying on a business or employment based at the Holiday Home. In addition, we consider the following to be an indication that you may be living in your holiday home and not occupying it for holiday purposes:
 - 1.4.3.1. travelling to and from your Holiday Home to work.

- 1.4.4. We reserve the right to deny access to the Park to Owners, if required to do so by the local council, Government (by law or through guidance), police or other emergency service, at our discretion or in an emergency. This is not a decision we will take lightly and, in the event, we are required to prevent access to Owners, we will continue to provide all the services we can as set out in your pitch licences and pitch fees will still be payable.
- 1.4.5. For the avoidance of doubt, even if you are retired or temporarily out of a job you must have a main or sole residence elsewhere as ceasing employment does not mean that you are on holiday.
- 1.4.6. You must produce to us annually and in response to a written request, satisfactory proof that your main residence is at the address registered with us, such as a council tax bill and two utility bills, all in your name. These forms of evidence are what the planning authority considers to be proof of residence. You agree to inform us in writing of any change in your permanent address.
- 1.4.7. If you are in doubt about whether you are complying with this requirement, please speak to us.
- 1.4.8. Your licence entitles you to keep your unit on the Park. We retain the right to re-site your unit to another pitch if necessary.

2. PERMITTED NUMBER OF OCCUPIERS

- 2.1. Your Holiday Home 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.

3. VISITORS TO THE HOLIDAY HOME

- 3.1. All your visitors must obtain our permission before entering the Park. The Park is private property and only people lawfully staying with our permission have permission to enter the Park.
- 3.2. Please ensure any visitors to your Holiday Home if leaving the Park after 11pm do so quietly.
- 3.3. We do not permit traders or salesmen access to the Park except with our prior consent.
- 3.4. It is your responsibility to ensure that your visitors and occupiers of your Holiday Home adhere to the Park Rules.

4. EJECTION ON GROUNDS OF BEHAVIOUR

- 4.1. We are entitled to refuse admission to or eject anyone from the Park, if the Park is closed, or who acts in a manner likely to upset or annoy other users of the Park or our staff, or who is guilty of a criminal offence.

5. CONDITION OF THE HOLIDAY HOME

- 5.1. The colour of the exterior of the Holiday Home must not be changed without our prior consent in writing.
- 5.2. The Holiday Home must be maintained in a state capable of movement but may not be moved off the pitch without our prior consent in writing.
- 5.3. The Holiday Home must be maintained in a good state of repair and always kept in a clean and presentable condition.
- 5.4. You are responsible for the cleanliness of the Holiday Home pitch. We may request the Owner to improve the appearance of the occupied area; where this is not observed we may undertake the work at the Owner's expense.
- 5.5. Due to the high incidence of attracting vermin, please do not feed the birds. No bird feeders are permitted on or next to Holiday Homes.
- 5.6. You are responsible for keeping the area around the Holiday Home clean and tidy and free of litter. All waste should be placed in the appropriate nearby receptacles. No articles except gas bottles (where applicable) should be situated under or near the holiday home.
- 5.7. The hardstanding or gravel around the Holiday Home must be kept free from weeds, grass etc.
- 5.8. The grass immediately surrounding the pitch must be kept tidy to a width of 3ft/1 metre. If this is not possible or practical, please let us know.
- 5.9. Unless otherwise authorised by us in writing, or if the Holiday Home is for sale (in which case Rule 22.4 applies), nothing may be displayed in the windows or on the exterior of the Holiday Home except its number or a nameplate of a reasonable size.
- 5.10. The pitch you are allowed to occupy under the Pitch Licence extends to 1 metre around the Holiday Home and decking. No extensions, garden displays, green houses or roped areas are permitted. No storage space is to exceed 22 sq. ft. Sheds if applicable must be to our specification and purchased through us. No construction work must begin before 10am at weekends or during the week unless prior permission has been sought from us.
- 5.11. We strongly recommend that you drain down the water system in your Holiday Home during the Park's winter shutdown or during cold weather periods when they are unoccupied. We are not responsible for any damage to Holiday Homes suffered as a result of failure to drain down water systems. For advice, or to arrange a winter programme, please contact us on: info@burtonconstable.co.uk or call 01964 562508.

6. BUILDING AND GROUND WORKS

- 6.1. Unless such a structure already exists or you have our written consent, we do not permit external structures to be added to Holiday Homes such as porches, walkways, and carports.
- 6.2. Any skirting to a Holiday Home must be in keeping with the Holiday Home and approved by us.
- 6.3. You may not add any external structure to the Holiday Home such as a fence, veranda or balcony unless prior written authorisation has been obtained from us. This will only be granted in very limited circumstances. Decking is allowed but of a type and design authorised in writing by us.
- 6.4. You must not install slabs or paving without first obtaining written permission from us.
- 6.5. TV aerials or satellite dishes are only permitted with our express written consent.
- 6.6. All contractors used on the Park must be from our approved list of contractors and organised through us. Using a non-approved contractor could damage your Holiday Home or Park infrastructure. They may not be capable of doing the work or be adequately insured. If you do need work doing on your Holiday Home, please contact Reception and we will arrange it for you.
- 6.7. Any contractor who attempts to visit the Park, who is not on our approved list and who has not been authorised by us to do work on a Holiday Home will not be allowed entry. This is for the safety and security of all Holiday Home owners and the Park.

7. UTILITIES' INSTALLATIONS

- 7.1. If your Holiday Home is not going to be occupied for an extended duration, please switch off all gas, electricity, and water connections unless this will damage your Holiday Home. Please organise a drain-down (see 5.11) prior to any winter frosts. This may well be a requirement of your insurer.
- 7.2. If you experience any problem with the Park's electrical, gas or water system please contact us immediately. You must not attempt to work on the Park's electrical, gas or water system yourself.

8. DRAINAGE SYSTEM

- 8.1. The sewerage system is only to be used for human waste and toilet paper. You must not introduce any items into the drainage system which may block it including cleaning cloths, wet wipes, babies' nappies, sanitary towels, condoms, cooking fat, engine oil, grease, or paint. Rising costs of repairs to pumps blocked by these items may increase extra pitch fee charges if the situation persists.

9. TENTS AND GAZEBOS

9.1. No tent or gazebo is permitted on the static or lodge pitches on the Park.

10. TREES AND SHRUBS

10.1. You must not cut any trees or hedges at the Park. If you find any tree or hedge a nuisance or unsatisfactory, please let us know.

10.2. You must not, without our prior written consent, plant any tree or shrub.

10.3. You must not dig any hole in the ground at the Park.

10.4. We reserve the right to lop, trim or remove any plantings made contrary to this clause.

11. WASHING

11.1. Washing lines are not permitted on the Park.

11.2. Rotary airers are permitted but are to be closed when not in use. No washing is to be left outside overnight.

12. REFUSE

12.1. Refuse must not be left or deposited outside your Holiday Home. Please use the refuse bins provided in a responsible way.

12.2. Recycling points are available on the Park and you should please use these facilities where appropriate.

13. VEHICLES

13.1. We permit cars onto the Park for the purposes of access to the Holiday Home and the facilities on the Park. Please for the enjoyment of others keep your journeys by vehicle to a minimum.

13.2. Speed limits across the Park have been designed expressly with safety in mind so all speed limits must be strictly observed at all times.

13.3. No vehicle except a private car is permitted onto the Park without written agreement from the Park Owners with the appropriate BHP permit badge in date and in view. Please contact Reception for permit badges. Motorcycles are not permitted on the Park; storage is available.

13.4. Commercial/work vehicles are not permitted on the Park unless prior written authorisation has been given by BHP or for deliveries which must be brought to the attention of BHP beforehand. Should a non-private vehicle be necessary, a temporary Commercial Vehicle pass may be obtained from Reception.

- 13.5. Camper vans, motorhomes, tourers etc may not be kept on static or lodge pitches; owners may obtain a 24-hour permit from Reception (in-date permit badge to be clearly displayed) for maintenance, cleaning etc. only; on no account may owners allow leisure or overnight occupation in the mobile unit.
- 13.6. Owners' and visitors' cars must be parked considerately to allow other cars full access of the Park roads, and especially access by emergency vehicles to all pitches. Parking the grass and roadsides is not permitted as it damages the grass and road edge.
- 13.7. Parking at the front of the Holiday Home is strictly prohibited for health and safety reasons. You may stop in front of the Holiday Home to unload shopping, assist an elderly or disabled person to the holiday home etc. Where the pitch has a designated parking area, please park in this space.
- 13.8. Driving on the Park is restricted to the Park roads.
- 13.9. Motor vehicle repairs must not be carried out at the Park, but a recognised breakdown service may attend in the event of a breakdown.
- 13.10. Only vehicles taxed and insured for use on a public road may be kept at the Park and we will remove any disused or broken-down vehicles.
- 13.11. All drivers of vehicles on the Park must hold a current driving licence for the category of vehicle driven.
- 13.12. Vehicles must not be used if you are under the influence of drink or drugs.
- 13.13. Emergency vehicle routes within the site should be always kept clear of obstruction.
- 13.14. You must not charge your electric vehicle from your Holiday Home. This will overload the capacity on your pitch and cause yours and likely your neighbours' power supplies to fail. EV charging facilities are available in the car park adjacent to the Lakeside Bar.

14. BEHAVIOUR

- 14.1. Please act in a courteous and considerate manner towards anyone visiting, using, or working on the Holiday Home or the Park including us, our staff, other customers of ours and users of other Holiday Homes and accommodation at the Park (see 4.1).
- 14.2. We operate a zero-tolerance policy regarding bullying or harassing behaviour. If any Owner witnesses, whether physically, verbally, or on-line, any bullying or harassing behaviour in connection with the Park, owners, or staff, please let us know and we will deal with it appropriately.
- 14.3. Please supervise children, including visiting children, properly so that they are not a nuisance or danger to themselves or others. Especially when in the vicinity of the lake.

14.4. Please observe and take all reasonable steps to ensure that all people who use or visit the Holiday Home (including in each case children in their party) adopt the following standards of behaviour.

14.5. You must not:

14.5.1. commit any criminal offence at the Park or use the Holiday Home in connection with any criminal activity.

14.5.2. commit any acts of vandalism or nuisance.

14.5.3. use fireworks.

14.5.4. keep or carry any firearm or any other weapon at the Park (any Owner who observes anyone keeping or carrying a firearm or weapon at or on the Park is asked to inform reception immediately).

14.5.5. use, supply, trade or store any unlawful drugs.

14.5.6. carry on any trade or business at or from the Park; or

14.5.7. permit anyone who is to your knowledge on the Sex Offenders Register compiled under the Sex Offenders Act 1997 to use or visit the Holiday Home.

14.5.8. Only barbecues of an approved type may be used on the Park. Barbecues must be used on a hard standing, adjacent to the unit and be finished by 11:00pm.

14.5.9. Alcoholic drinks may be consumed only in the immediate vicinity of your Holiday Home.

14.5.10. If you see anyone damaging or misusing any fittings or appliances, trees, or shrubs on the Park, please report this to a member of the Park staff.

14.5.11. You must not nor must you allow your children to swim or bathe in the lakes.

14.5.12. Do not feed the ducks, fish or other wildlife or throw anything in the lakes.

15. FISHING, BOATING AND LAKES

15.1. Swimming in either lake is strictly prohibited.

15.2. Fishing on the lakes is by permit only. Permits can be obtained from Reception.

15.3. Fishing from the bridge is prohibited.

15.4. All persons fishing must have a Rod Licence.

15.5. Boating on the south lake is allowed from time to time by permit only (please contact Reception in advance) within permitted areas (not to conflict with fishing). Keeping boats is permitted, at the jetty (not around the holiday pitch), at the owner's risk. Please ask at Reception for further details.

16. SOCIAL MEDIA

- 16.1. You must not use social media to defame or disparage the Park, our staff or any other customer on the Park; or to harass, bully or unlawfully discriminate against our staff or other customers on the Park. "Social media" includes Facebook, LinkedIn, X (Formerly Twitter), Wikipedia, Instagram, YouTube and all other social networking sites, internet postings and blogs.
- 16.2. The Park reserves the right to use photographs of the exterior of all holiday homes on the Holiday Park for the purposes of marketing, promotion.

17. PETS

- 17.1. Dogs must be kept on a short lead at all times on the Park and kept under control.
- 17.2. Please clean up after your pets – if the animal defecates on the Park, you must dispose of the waste in the pet waste bins along the main access road and in the Arboretum.
- 17.3. Dogs must be kept off the land adjoining the Park, and they must be prevented from harassing or interfering with farm animals in neighbouring fields.
- 17.4. Dogs must not be allowed to annoy other Park users.

18. SAFETY AND SECURITY

- 18.1. The method of vehicular barrier entry and exit is by Automatic Number Plate Recognition. Please ensure you have correctly informed Reception of your number plate. Should you need to amend this please inform Reception in person or by email immediately, during office hours, or you may not have access. Please note that amendments and temporary additions (e.g. for guests) may incur a small administrative charge. Taxis and delivery vehicles will not be given ANPR.
- 18.2. Gas and electrical installations and appliances in your Holiday Home should be regularly serviced and/or checked annually. Please contact Reception should you require checks and we will arrange this for you with one of our approved contractors.
- 18.3. Gas bottle installations must follow strict BHP guidelines:
 - 18.3.1. Gas bottles must be stored in suitable storage lockers up to a maximum of two per locker; and
 - 18.3.2. Gas installations, meters, pipework etc. must be visible for inspection at all times. Where this is obscured by decking, ornaments, foliage, or similar screening item BHP may undertake remedial work to rectify this at the Holiday Home Owner's expense.

- 18.4. If you need help with gas usage or storage, please ask us.
- 18.5. You should use the Park safely and should not cause danger to others.
- 18.6. Please 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.
- 18.7. Whilst reasonable precautions are taken by the management, the management accepts no liability for any injury to any person using the Park or for any damage to, or loss of Owner's or visitor's property.
- 18.8. All Holiday Homes must be insured with a registered insurance company. Proof of insurance and payment of premiums must be e mailed to info@burtonconstable.co.uk or sent to the Administrator;
Burton Constable Holiday Park, Park Road,
Sproatley, Nr. Hull
HU11 4LJ
before the start of each season or when requested by us.

19. CHILDREN

- 19.1. Children are always the responsibility of their parents or guardians.
- 19.2. Children are to be supervised at all times so that they are not a nuisance or danger to themselves or others. This is especially important when they are near the lake or bridge. To remind, swimming in either lake is strictly prohibited (see 15.1).
- 19.3. Children may not ride bicycles so as to cause a nuisance or undue noise.

20. RECREATION

- 20.1. No games may be played in the vicinity of Holiday Homes; ball and other games are permitted only in the open Recreation Area near the Playground.
- 20.2. Kites, drones, or other mechanical flying devices must not be flown on the Park.
- 20.3. No skateboards, roller-skates, rollerblades or micro scooters may be used at the Park.

21. FIRE PRECAUTIONS

- 21.1. Your Holiday Home must be equipped with adequate firefighting equipment. As a minimum this should be a 1kg dry powder type fire extinguisher, smoke detector and fire blanket. All equipment must be maintained in a good condition and in full working order.
- 21.2. Fire extinguishers may not be used for any purpose other than to extinguish a fire. Any Owner who is aware of either use or misuse of an extinguisher is asked to inform reception as soon as possible.
- 21.3. It is your responsibility to ensure that all occupants of your Holiday Home are familiar with the location of the Fire Points and the contents of the Fire Notices displayed at each point.
- 21.4. No fuels or combustible materials other than LPG containers may be stored on the Park.
- 21.5. The lighting of fires (other than in a barbecue designed for that purpose and used as per rule 14.7) is strictly prohibited.

22. SALE AND PURCHASES

- 22.1. Holiday Homes may only be purchased through our own sales department.
- 22.2. The Park will assist any Owner to sell their Holiday Home off the Park if they wish, engaging with the mandatory processes including completing the *Ready For Sale* and *Private Sale* forms.
- 22.3. All caravan sales on the Park must be in accordance with the Licence Agreement, Private Sale Agreement or Consignment (Sales and Marketing) Agreement.
- 22.4. Other than official BHP For Sale notices, marketing information (including your own For Sale notices or telephone numbers) must not be displayed in Holiday Home windows or elsewhere on the pitch.
- 22.5. For sales where the Holiday Home remains on the Park, the Holiday Home Owner must enter into a Private Sale Agreement or Consignment (Sales and Marketing) Agreement with BHP.
- 22.6. Holiday Homes must be sold with UPVC decking only.
- 22.7. No Holiday Home may be sold or ownership transferred with wooden decking; all decking renewals to be in UPVC material with written approval by the Park.

23. YOUR CONTACT DETAILS & ACCESS

23.1. It is important that we have your correct and up-to-date contact details, in case of emergency or urgency. It is your responsibility to ensure we are informed of your correct mobile, landline, email address, home address and if necessary, an emergency contact number (friend or relative) of your choosing. We also require a copy of your holiday home key, which we would only use to access your holiday home in an emergency, with your permission if you are not in attendance. If you change your lock, please ensure we have a correct copy key.