

# Salcombe Regis Camping & Caravan Park

## **CONDITIONS OF AGREEMENT FOR**

## **SEASONAL PITCHES AND WINTER STORAGE**

### **2020/21**

#### 1. Insurance

- a) The Licensed User/Owner undertakes at his/her expense to insure and keep the caravan with a member of the association of British Insurers against loss or damage by Fire, Storm, Theft, Flood and liability of not less than **£2 Million to third parties** and such other risks as the Park Owner may from time to time reasonably require and to produce to the Park Owner upon request the Policy of Insurance and such evidence as the Park Owner may reasonably require to ensure that the Policy is valid and will continue to be valid throughout the period of the stationing of the caravan or motorhome on the Pitch or within the Storage area.
- b) It is the registered keeper and/or the person/s making the booking their absolute responsibility to ensure that the caravan is adequately insured at all times and by making any booking fully indemnify Salcombe Regis Park Ltd against any claim arising from an insurable event being rejected due to inadequate insurance cover, no cover in place or from allowing a policy to lapse whether it be deliberate or not.
- c) The Licensed User/Owner shall not do or suffer or permit to be done any act or thing which shall or may render any increased or extra premiums payable for the Park Owner's third party insurance or which may make void or voidable any Policy of such insurance.
- d) To indemnify the Park owner and keep the Park Owner indemnified from and against all actions proceedings and claims by third parties in respect of any loss or damage or liability caused by or arising out of any wilful neglect or default of the Licensed User/Owner or any authorised person of the Licensed User/Owner.
- e) Any caravan not holding valid insurance will be removed from storage or the pitch and the owner will be requested to remove the caravan from the Park and without a refund. The Agreement will be terminated as set out in paragraph 7.

#### 2. Liability

- a) The Park Owner will take all reasonable precautions for properly securing the caravans from loss or damage whilst on the Pitch or within the Storage Area but shall not be liable for loss or damage which occurs as a result of a breach of an obligation on his part.
- b) No refund or compensation will be given in the event that the Licensed Users/Owners are unable to access their caravan or pitch due to any event outside the control of the Park Owner.

#### 3. Responsibility

- a) The Licensed User/Owner shall be responsible for properly securing the caravan as provided for by the manufacturer and to immobilise the caravan against theft by use of any or all proprietary anti-theft measures.
- b) The Licensed User/Owner shall not use or permit the caravan to be used for human habitation or use any gas or electrical appliance in the caravan while the caravan is in Storage.
- c) No explosive or other flammable substance or material may remain in the caravan whilst the caravan is in Storage or in the case of Seasonal Pitches whilst the caravan is unoccupied with the exception that up to a maximum of two gas cylinders of a proprietary brand and suitable for use with the caravan may be left disconnected inside the caravan over the Storage/Seasonal Period. No electrical connections must be left connected when the caravan is unoccupied for more than 12 hours or in Storage. Should any such connections, substances or materials be discovered they might be disconnected and/or disposed of as the Park Owner feels fit and the Licensed User/Owner shall not be entitled to compensation resulting from the Park Owner's actions. Batteries must be disconnected whilst the caravan is in storage.
- d) The Park Owner will not permit the removal of the caravan from the Storage Area or Seasonal Pitch on the park by anyone other than the Park Owner (or authorised personnel) or the Licensed User/Owner except on the written authority of the Licensed User/Owner to a person carrying such written authority and bearing the original signature of the Licensed User/Owner.
- e) All services must be disconnected from the Park's connection points whilst the caravan is unoccupied i.e. Water Pipes and Electricity hook-ups. Awnings must be removed whilst the caravan is unoccupied unless on a gravel awning base and secured by an additional tie down kit. The Park Owners are not responsible for any damage to awnings that are not removed whilst a caravan is unoccupied.
- f) Payment of all charges incurred in the Stationing and/or Storage of the caravan must have been cleared before the caravan is removed from the Seasonal Pitch and/or Storage Area and the Park Owner retains a Lien on the caravan for any unpaid accounts.

- g) Whilst the Licensed User/Owner has paid for the 'Use' of the Pitch and the Park facilities the Park Owner retains the right to use any unoccupied Seasonal Pitches. Seasonal Pitch fees are based upon a percentage of its actual 'letting' value at a highly discounted rate.
- h) The Licensed User/Owner will leave spare keys for the caravan and hitch locks and wheel-clamps etc. with the Park Owner and permit irrevocable access to the caravan for the duration of the Licence period for the Park Owner (or authorised personnel) to enter and/or move the caravan at their sole discretion should the need arise. Failure to do so will affect a breach of this agreement that may result in the Termination of Seasonal and Storage facilities as set out in paragraph 7.
- i) The Licensed User/Owner must report to Reception and sign the Seasonal Register upon arrival for security and health and safety reasons and give notification of any vehicle registration change.
- j) Tents are not permitted on a Seasonal Pitch.
- k) During busy periods and in the interest of security the Park Owner may implement security measures (wrist bands during Folk Week or car passes for example) and the Licensed User/Owner agrees to comply with such request from time to time.
- l) Sub-letting or the hiring out of the caravan stationed on the Seasonal Pitch is not permitted under any circumstances.

#### 4. Visitors

- a) The Licensed User/Owner shall ensure that ALL visitors to his/her caravan abide by the Terms and Conditions of this Agreement. **All persons i.e.** all day visitors, additional persons staying overnight and those persons using the caravan in the absence of the Licensed User/Owner must pay the extra rates as applicable **upon arrival**. Any persons who intend to arrive between 8pm and 8:30am **MUST** telephone with their vehicle Registration Number in advance to inform the Park Owner of his/her impending arrival.
- b) **Day visitor rate:** The day visitor rate applies as per the tariff and is payable at the time of arrival and booking in. All day visitors must vacate the site by 10:00pm.

#### 5. Stay Duration

- a) As a condition of our Site Licence no caravan is to be occupied for longer than 28 consecutive days by any person, family or group. Failure to comply with this condition may result in Termination of Seasonal Pitch as set out in paragraph 7a.

#### 6. Termination

**STORAGE:** This Agreement may be terminated by the Licence Owner giving to the Park Owner not less than 21 days' Notice of termination in writing and paying to the Park Owner all sums due to him up to and including the expiry of the period of Notice. Where termination takes place before the end of the Storage Period the Park Owner is entitled to retain the sum paid for the remaining unused days.

**SEASONAL:** This Agreement may be terminated by the Licensed User/Owner giving to the Park Owner not less than 21 days Notice of the termination in writing. The Park Owner shall be entitled to retain the balance paid for the remaining unused days of the season.

#### 7. Breach and Termination

- a) If the Licensed User/Owner shall be in breach of the terms of this Agreement the Park Owner shall be entitled to give the Licensed User/Owner 42 days Notice in writing of Termination of this Agreement and upon expiration of the said period the Agreement shall be determined. The Park Owner shall be entitled to retain the balance paid.
- b) If the Licensed User/Owner shall fail to remove the caravan on or before the determination of the Agreement by the Park Owner, the Park Owner is authorised to sell the caravan and/or its contents in such manner as he sees fit and to deduct the proceeds of the sale any amount due to the Park Owner under this Agreement or otherwise together with the expenses incurred by the Park Owner in the removal and sale of the caravan and its contents.

#### 8. General

- a) Notices shall be served upon the Parties to this Agreement at the address given or other such address in the United Kingdom as may be notified in writing for the purpose.
- b) This is a standard Agreement. Where local conditions demand any additional clauses may be attached to this Agreement at any point throughout the Licence period and will be deemed to be part of this Agreement.
- c) We/I the Licensed User/Owner agrees to the above Terms and Conditions contained within this Agreement and have accepted them before signing the Licence.
- d) Our contact details are: -  
Salcombe Regis Park Ltd. Registered in England No: 0887429  
Salcombe Regis Camping & Caravan Park, Salcombe Regis, Sidmouth, Devon. EX10 0JH  
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