

Port Ban Holiday Park Rules

Introduction

We would like to say that "Common Sense" and "Love thy neighbour..." covers it all, but it in some cases it is necessary to put things in writing. These park rules are in place for the good management of Port Ban 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]. The expression 'we'/'us'/'our' refers to the park owners and/or managers.

Please 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.

Safety

- You should use the park safely and should not cause danger to others.
- You should 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.

Permitted number of occupiers 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. You should not allow children under the age of 18 to occupy the caravan on their own without a responsible adult present.

Visitors to the Caravan

- Your visitors must leave the park by 11pm.
- 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

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

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

Your pitch

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

End of season

- Unless you request us to do so, 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

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

You must not introduce any foreign items into the drainage system including cleaning wipes or cloths, babies' nappies, sanitary towels, condoms, cooking fat, engine oil, grease or paint.

Tents

You must not erect any tent on the park without permission.

Enclosure of pitches

We do not permit the erection of fences or any means of enclosure of a caravan pitch.

Trees and shrubs

- 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.

Digging

You must not dig any hole at the park.

Washing

- You may only use washing lines of the rotary type or the window sill type and must remove them and store them out of sight immediately after use.
- You must obtain permission before siting rotary washing lines.

Refuse

- You must not deposit refuse outside your Caravan. You should use the refuse bins provided.
- Recycling points are available on the park and you should use these facilities where appropriate.
- We do not have the facilities to store or remove large items. Please ensure that you take these to the waste disposal depot at Lochgilphead. If we dispose of large items for you at the depot, e.g. fridges, we will have to charge £30 to cover costs (depot and transport).

Vehicles, driving and parking

- There is a 10 mph speed limit in force throughout the park which must be strictly observed.
- All vehicles you use on the park must have appropriate insurance.
- 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 un-roadworthy vehicles anywhere on the park. We reserve the right to remove any vehicle which is apparently abandoned.
- You must not carry major vehicle repairs such as dismantling of part(s) of the engine or works which involve the removal of oil or other fuels.
- Quad bikes, trials bikes and powered scooters are not permitted on the park.
- The use of a hosepipe for washing cars and watering plants during peak periods is prohibited.
- Please use cars as little as possible on the park.
- Driving on the park is restricted to the park roads and not beyond the Camping Field.
- Giving underage drivers instruction on the park is not allowed.
- On our single track we expect Tenants to drive safely and use the passing places on our single track road to allow overtaking.

Behaviour

- You should respect the privacy of other Caravan owners and keep noise to a minimum between the hours of 11pm and 8am with absolute quiet between 12pm and 7am.
- As a family orientated site we would ask you to exercise discretion in your public use of language and consumption of alcohol. (Walking around the site drinking alcohol is forbidden).
- No firearms, catapults, bows and arrows, air guns or any offensive weapons are to be brought on site.
- Smoking is not allowed inside any site buildings.
- You must not use any Chinese lanterns, fireworks or similar without permission.

Pets

- You must keep any dog on a lead at all times on the park.
- You must clean up if your animal defecates on the park.
- You must not bring any pets or animals when you visit the park except the following:

1. Not more than 2 dogs (other than any of the breeds subject to the Dangerous Dogs Act 1991).
2. Not more than 2 domestic cats.
 - Your Licence Agreement contains undertakings not to cause any nuisance, undue noise or disturbance. These extend to the behaviour of pets, such as barking for lengthy periods and animals.
 - Under no circumstances should you go on farmland where cattle or sheep are grazing without having your dog on a short lead (<2m). Landowners are within their rights to shoot dogs that are worrying sheep. And be aware there may be stray sheep beyond the camping field.

Crear Weddings

- Weddings may be happening on Cretshengan beach across burn to north of Camping Field on Tuesdays, Thursdays & Saturdays. Notices will be put up at Camping Field and Reception on the day confirming this. Please do not use that beach for one hour before and two hours after each wedding. We ask Tenants to respect the agreement reached with our neighbours and the Argyll & Bute Public Access Officer. Any breach of this agreement will be treated as grounds for ejection or termination of the pitch licence agreement.

Recreation

- Speed boats and jetski's are only allowed on the Park with permission of management and subject to specific limits on use. Persistent failure to comply will result in withdrawal of permission.
- You may only play ball and other games within the confines of your pitch and in the areas set aside for recreation.
- If taking access to neighbouring land you must do so responsibly and in accordance with the Scottish access code. In particular never take a dog into a field where there are calves, pregnant sheep or newborn lambs.
- When there is a wedding on Cretshengan beach, you must obey the restrictions on access as per the notices.

Fire Precautions

- 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 LPG containers on the park without our permission.
- You may only store boats between caravans with our permission.
- BBQ's are permitted provided proper precautions are taken and there is no scorching of grass, decking or caravan surfaces.
- Camp fires are permitted on the beach. Please ensure that they are extinguished before leaving them and clear any debris the following day.

Guidance

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 Purchase & Licence Agreement requires you to insure the Caravan and its contents

Clause 4.7 requires you to insure the caravan.

Clause 4.7 of the Purchase & Licence Agreement requires you to comply with the Site Licence. A copy of the current site licence is always available at Reception. Please note that the Site Licence may be updated from time to time.

Clause 4.11 of the Purchase & Licence Agreement says that you need our permission for any building works.

Please note the following:

1. 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).
2. Slabs and paving count as building works and so require our prior written permission.
3. 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 Purchase & Licence Agreement requires you to give us written notice of any work to be carried out by external contractors.

Clause 5 of the Purchase & 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.

Public Access Officer. Please do not use that beach for one hour before and two hours after each wedding. Breaches of this agreement will be treated

02/08/2021