

# Seasonal Pitch Holders Terms & Conditions



Your seasonal pitch agreement is conditional of your acceptance of the following:

## General

1. This Seasonal contract is non-transferable; pitch holders who sell their caravan during the season do not have the right to pass on their pitch to the purchasers of their caravan.
2. Sub-letting is not permitted under any circumstances. Monkey Tree Holiday Park reserves the right to terminate a Seasonal pitch agreement with immediate effect, and without refund, if it discovers caravans are being sublet.
3. The 25% booking deposit is non-refundable. Should a pitch holder decide to terminate their agreement pre-season or during the season, no refund (either full or partial) will be given.
4. The contract for a Seasonal Pitch is for a maximum of 8 persons in attendance at any time, dependent on the capacity of your caravan. Names cannot be changed or added to your agreement once signed, and all named persons must be immediate family members. Photographic ID must be provided for any person over the age of 16. Only named persons are able to use the caravan; visitors / day guests must register at Reception and pay any additional charges before entry to the Park is permitted – vehicles will not be permitted through the barrier unless authorised.
5. Management reserve the right to request identification of all people in attendance without prior notice; a wristband system may be implemented at any time during the season.
6. A wristband system would require Seasonal guests to inform Reception when they are arriving and the duration of their stay.
7. If facility passes are put in place these will only be for those who are on your Seasonal agreement.
8. Your Seasonal pitch will be reasonably level and have an area equal to a minimum of 10m x 10m<sup>2</sup>. Pitches must be set up with the caravan on the left and the towing frame facing out. If your caravan must be sited with the frame towards the back of the pitch, you must make us aware. All siting may be supervised by a member of our team, and caravans sited incorrectly may be moved to comply with fire regulations.
9. Disabled toilets are reserved for persons with disabilities and proof must be supplied to Reception, along with a £10 cash deposit, to obtain a key for access. Keys must be returned each time you leave Park.
10. We reserve the right to make a £25 late payment charge for every 7 days that payments are overdue.
11. No all-adult groups or single sex parties are permitted as per the General Park Terms and Conditions.

12. All Seasonal pitch holders must provide a UK postal address as their registered address, along with photographic ID. You will be asked for a proof of address such as a utility bill or council tax bill when booking or renewing your pitch.
13. Reception cannot direct your guests or visitors to your pitch. We ask that pitch holders meet them at Reception, where any additional charges will need to be paid before they are admitted to the Park.
14. The Park is not residential and therefore we cannot accept any post or parcels with the exception of NHS communication. You must leave the Park for a minimum period of 4 consecutive weeks throughout the 12-month period.
15. Holiday guests may be allocated pitches in Seasonal fields during busier periods.
16. The Company reserves the right to amend pitch and utility prices where necessary, along with the right to terminate pitches during the course of the year.

## Storage

1. Winter storage covers your caravan to be on a plot during the Winter period and outside of the usual Seasonal dates.
2. All awnings and flooring must be removed for the winter. Decking and patios should be freestanding and not built in a way to obstruct your caravan from being moved.
3. If you wish to use your tourer during the Winter you must notify Reception and additional charges will apply
4. A spare caravan key must be left with Reception along with any wheel lock keys.

## Your Caravan

1. Adequate insurance cover is required for your caravan and personal possessions. Monkey Tree Holiday Park will not be held responsible for any loss, theft or damage to your caravan or possessions whilst on Park.
2. It is the pitch holder's responsibility to provide Reception with a valid insurance certificate, issued in the same name and address as the pitch holder. Failure to do so will result in a strike being issued against the pitch holder. (See 'Strike System').
3. The Seasonal pitch fee covers your caravan (as specified in your agreement), awning and two cars. We do not allow any other form of vehicle on pitch. Any additional items are to be paid for under the current tariff prices
4. Monkey Tree Holiday Park reserves the right to refuse custom or terminate agreements based on the appearance and condition of your caravan and pitch, in order to maintain the high quality and standards of the Park.
5. All caravans must be roadworthy and be in clean, safe condition. We reserve the right to carry out caravan inspections and may terminate your agreement in the event that your caravan is no longer of a suitable age or standard to remain on Park.
6. All vehicles on Park must have insurance, road tax and an MOT (if applicable). Drivers must adhere to the Park speed restrictions and possess a valid driving licence.
7. We reserve the right to move any caravan, without prior notice, to gain access for pitch works.

## Strike System

1. We endeavour to ensure all our guests enjoy their stay with us, and to provide a safe, environment for all.
2. We operate a 2-strike system for Seasonal pitch holders covering, but not limited to, drunken behaviour, bullying, damage and failure to follow pitch set up procedures.
3. Any incident raised will be investigated by Management and any strikes issued will be given in writing.
4. If a guest has 2 strikes, they will be required to leave Park and clear their pitch, without refund. Seasonal pitch holders are responsible for all guests using their pitch regardless of whether they are present or not. Strikes remain on the Seasonal pitch holder's account.
5. We have a zero-tolerance policy regarding harassment and any form of abusive behaviour directed to either our staff or other guests. In the event of an incident, we reserve the right to bypass the strike system, removing from Park those responsible immediately and without refund.
6. If you are removed from Park and fail to clear your pitch within the agreed timescale. We reserve the right to dispose of any items at our discretion and may pursue legal action to recover any costs involved in the clearing of the pitch.

## Pets

1. You are required to notify us of your dog(s) breed. We will not accept any breed of dog listed under the Dangerous Dog Act 1991, or any subsequent amendments to the Act. All bull terrier and mastiff breeds must be muzzled whilst on Park.
2. We reserve the right to ban any dogs that show signs of aggression at any time.
3. All owners remain responsible for their pets at all times. No more than 2 dogs per pitch allowed.
4. Dogs must be kept on a lead at all times and can only be exercised in the designated area. Please clean up after your dog and use the dog waste bins provided. Dogs must not be left unattended, failure to adhere to these rules will result in a strike being issued.
5. Dogs are only allowed into selected facilities, some of the facilities are only open at selected times within the season.
6. You can read full guidelines regarding your dog in our standard terms and conditions.

## Children

1. Parents/Guardians are responsible for the safety and conduct of their children at all times.
2. We ask that all children under 12 are accompanied at all times whilst on Park.
3. Bikes, scooters and skateboards are not permitted in the Central area of the Park and must be left in the racks provided. Monkey Tree Holiday Park will not be held responsible for any loss that may incur.
4. Hoverboards are not permitted anywhere on the Park
5. Any unacceptable behaviour by minors will be dealt with by strikes being issued against the pitch holder, or in extreme circumstances, removal from Park.

6. Any unaccompanied children under 12 found to be in the Arcade, Soft Play or Adventure Golf will result in a strike being issued against the pitch holder.
7. We reserve the right to ban any child from activities/areas of the Park with immediate effect.

## Electricity

1. Electricity is supplied via a metered socket close to your pitch; please ensure you plug into the correct socket for your pitch.
2. Do not tamper with, or access, any hook-up boxes. Report any faults to Reception immediately.
3. All hook-up cables should be at least 2.5mm conductor size. Splitters must be IP44 rated; homemade splitters and extension cables are not permitted.
4. Unplug your electricity supply when not on Park. Monkey Tree Holiday Park reserve the right to unplug your supply in your absence and take no responsibility for any loss or damage that may incur.
5. The use of washing machines and tumble dryers on pitches is not permitted unless written authorisation is given by Monkey Tree Holiday Park.
6. Any repairs or modifications to your caravan must be carried out by a registered electrician in accordance to BS7671.
7. Most pitches are fitted with a prepaid meter. Top-ups (minimum £10) can be purchased from Reception. You must ensure that your electric is topped up to a suitable amount outside of Reception opening hours. We are unable to add electricity to your account if you are not present with your card.
8. Replacement electric cards cost £5 and any electric issued on a lost card cannot be reinstated.
9. At the end of each stay, ensure credit is returned to your card by inserting your card in the meter and holding down the red button. Monkey Tree Holiday Park cannot accept responsibility for any electricity left on a meter.
10. If you are found to be plugged into another pitch's electricity supply, or using their supply in the pitch holder's absence, a £100 charge will be added to your account.
11. Do not use appliances in wet areas.

## Gas

1. As per our regulations, we cannot allow gas cylinders above 15kg. Two 15kg cylinders are permitted for each caravan provided they are correctly sealed and secured. We reserve the right for our Gas Engineer to periodically check your cylinders and connections.

## Pitch Presentation

1. We require all Seasonal pitch holders to keep their pitch in good condition.
2. Windbreaks are permitted on the pitch however pitch holders should ensure they can withstand high winds and remain in place. They should be of a neutral colour only. For more advice, visit [www.coveva.co.uk](http://www.coveva.co.uk). All other windbreaks must be removed when you leave and your pitch left tidy with only the caravan, awning and one storage receptacle in place.

3. Temporary beach style windbreaks are not permitted on Seasonal pitches.
4. A single 6ft x 4ft storage facility is permitted per pitch and must be made from weatherproof plastic or metal; wooden sheds are not allowed.
5. One gazebo per pitch is permitted. It must not have sides and must be removed when your pitch is not occupied.
6. No tents are allowed on Seasonal pitches.
7. Awnings are permitted and must be in good condition. Awnings can be left in place during the Summer season, at your own risk. The Park is not responsible for securing any Seasonal property, or notifying owners in the event of any damage or collapse in adverse weather. Awnings are not permitted outside of the Season and must be removed by the end of the Season unless expressly authorised by Monkey Tree Holiday Park.
8. Rotary washing lines that require staking to the ground are not permitted, however you may use a free standing airer, provided it is removed when the pitch is not occupied. Homemade washing lines attached to trees and similar, are not permitted and will result in a strike being issued against the pitch holder.
9. Hosepipes are not permitted.
10. Bird feeders, and similar, are not permitted due to increased risk of vermin.
11. Garden ornaments, artificial flowers, pot plants, flags and other decorations are not permitted. In addition. We reserve the right to request the removal of any unsightly or damaged furniture.
12. The use of washing machines and/or tumble dryers on pitches is not permitted unless written authorisation is given by Management.
13. A single layer of decking around a caravan and awning is permitted. All decking must be removed during the Winter.

Monkey Tree Holiday Park carry out regular pitch checks. The pitch holder will be notified in writing of any issues that need addressing.

## Pitch Maintenance

1. Monkey Tree Holiday Park grounds staff will cut the grass surrounding your pitch. Please ensure you remove any outdoor furniture and place slabs. or similar, around your awning (if applicable), to enable the Park team to trim to a clean edge.
2. Stone or bark chippings and log roll are not permitted as this can cause difficulties when mowing and trimming. The Park will not be liable for any damage caused by completing grounds duties.
3. If the grounds team are unable to fully cut and trim the grass due to property or debris left on your pitch in your absence, you will be required to attend to the grass yourself within 7 days.
4. Seasonal pitch holders are not permitted to make any adjustments or alterations to their pitch which may have a permanent or detrimental effect. This includes, but is not limited to, laying astroturf, hardstanding's or patios and damaging grass or trees with BBQs.

5. Disruption of the ground by digging holes or planting is not permitted. Any damage found will incur a charge of £30 to cover rectification costs by the grounds team.
6. A skirt must be used if you store any items under your caravan, and all items must be removed when the pitch is not occupied.
7. Nothing may be stored behind your caravan.
8. Whilst BBQs are allowed, we do not allow open fires including fire pits and chimenea. Please ensure all BBQs are raised from the ground and lit away from your awning.

Decking must be freestanding and we reserve the right to move any caravan without notice for essential pitch works and maintenance

## Park Facilities / Entertainment

1. Only food and drink purchased from our venues may be consumed in the facilities. You may not bring your own food and drink to these areas. If you are found to be consuming food and drink that has not been purchased within each of our licenced premises then you will also receive a strike.
2. The Seasonal pitch fee covers the cost of your pitch only. No Park events are included in this price and there is no priority over holiday guests when using any of the Park facilities, including Palm Bay.
3. Monkey Tree Holiday Park may offer exclusive entertainment for Seasonal pitch holders throughout the year and complimentary tickets to any events, however this should not be expected and is not guaranteed.

## Parking

1. During the Summer season, you must park your car on your pitch and not in front or to the side to allow access for emergency vehicles.
2. During the Winter period, please do not park on any grassed area as it is likely to cause damage. Please ensure you do not obstruct any other vehicle.
3. All visitors to Seasonal pitches must park opposite Reception.

## Rubbish

1. Guests are responsible for the recycling of their rubbish in the areas provided on the Park.
2. Seasonal pitch holders are responsible for removing from site any items and non-general rubbish items. Fly-tipping of any kind will result in a £200 charge and a strike being applied to your account. In extreme circumstances, we reserve the right to terminate your agreement with immediate effect.

## Repossession / Leaving Site

1. A refundable security deposit of £250 per pitch will be taken with your initial payment. This deposit will be returned once all outstanding charges have been paid and the pitch left in an acceptable condition, with all rubbish removed from site.
2. If a caravan owner shall fail to remove a caravan or fail to pay all sums due to the Park in a timely manner, Monkey Tree Holiday Park will give 42 days' notice to repossess the caravan and contents thereof.

3. We reserve the right to take pursue legal action to recover any costs incurred in the repossession of any pitch.

## Behaviour on Park

1. No business, under any circumstances, is to be managed or operated from Monkey Tree Holiday Park.
2. We reserve the right to relocate any customer to an alternative pitch with 7 days' notice. Management also reserves the right to make changes to any pitch if deemed necessary.
3. No boats or jet skis are permitted on Park.
4. No CCTV is allowed on Seasonal pitches other than recording within the boundaries of your pitch.
5. Any guest or pitch holder using social media to make derogatory comments regarding the Park, or heard making such comments regarding staff or other guests will be asked to leave the site, without notice or refund.
6. Complaints should be directed to management in an email to reception.
7. Tailgating at the barrier, or allowing unauthorised access to the Park will result in a strike.
8. Management reserve the discretionary right to refuse both a new Seasonal pitch application and/or a Seasonal pitch renewal.
9. We request that all Seasonal guests behave in a neighbourly fashion; loud and disruptive behaviour will not be tolerated and may result in the termination of this Seasonal agreement without refund.
10. No ball games permitted on Park other than in the designated multi sports area by the Central village.
11. Electric scooters and hover boards are not permitted on our Park.
12. Scooters, bikes, and skateboards are not permitted in the Central Village. You must obey the Park speed limit.
13. Park speed limit is 5mph, the highway code applies on Park.
14. In the interest of others and the children on Park, we ask that there be reduced low level noise after 10pm and no noise after 12 midnight and before 7am. If you are being disturbed between these times by noise from neighbouring Pitches or Holiday Homes, please contact Reception or Security.
15. Please be aware that although noise rules apply on Park, in Peak season The Clubhouse and Summer nights bar has entertainment until 12 midnight daily which can be heard by some neighbouring pitches.
16. All accidents or incidents must be reported to Reception. Reception must also be informed of any emergency services that are called. Please notify Reception at your earliest convenience.

## Additions and Amendments

1. Monkey Tree Holiday Park reserve the right to add or amend these terms and conditions in response to events or occurrences throughout the year. Updated Terms and Conditions will be forwarded to all Seasonal pitch holders should this happen.
2. General Park rules apply in conjunction with the above.