

Seasonal Pitch Holders Terms & Conditions



Your Seasonal Pitch Agreement is conditional upon your acceptance of and compliance with the following Terms & Conditions.

GENERAL

1. Transfer of Seasonal Pitch. This Seasonal Pitch Agreement is non-transferable. A Pitch Holder who sells or otherwise disposes of their caravan during the season shall not be entitled to transfer, assign or otherwise pass their Seasonal Pitch Agreement or pitch to the purchaser or any other third party.

2. Sub-letting. Sub-letting of a caravan or Seasonal Pitch is strictly prohibited under any circumstances. Monkey Tree Holiday Park reserves the right to terminate the Seasonal Pitch Agreement with immediate effect, without refund of any fees or payments made, if it discovers that a caravan or Seasonal Pitch has been sub-let or otherwise made available for commercial or unauthorised occupation.

3. Booking Deposit and Cancellation. The 25% booking deposit is non-refundable. Should a Pitch Holder decide to terminate their Seasonal Pitch Agreement before the commencement of the season or at any time during the season, no refund, whether in full or in part, will be provided.

4. Persons Permitted to Use the Caravan. The Seasonal Pitch Agreement permits a maximum of eight (8) persons to be in attendance at the caravan at any one time, subject to the maximum occupancy permitted for the caravan. Names cannot be changed or added to the Seasonal Pitch Agreement once it has been signed, and all named persons must be immediate family members. Photographic identification must be provided for any person over the age of 16. Only persons named on the Seasonal Pitch Agreement are permitted to use the caravan as Seasonal occupants. Visitors and day guests must register at Reception and pay any applicable additional charges before entry to the Park is permitted. Vehicles will not be permitted through the Park barrier unless properly authorised.

5. Identification and Wristbands. Management reserves the right to request identification from any person present on the Park in connection with a Seasonal Pitch Agreement without prior notice.

Management may introduce a wristband or other identification system at any time during the season where it considers this necessary for security, access control or the proper management of the Park.

6. Wristband System. Where a wristband system is implemented, Seasonal Pitch Holders and their guests must notify Reception of their arrival and the anticipated duration of their stay.

7. Facility Passes. If facility passes are introduced, such passes will only be issued to persons named on the relevant Seasonal Pitch Agreement and will be subject to any applicable Park rules and restrictions.

8. Pitch Size and Siting. The Seasonal Pitch will be reasonably level and will have an area of not less than 10 metres x 10 metres. Pitches must be set up with the caravan positioned on the left-hand side and the towing frame facing outwards. If the caravan is required to be positioned with the towing frame facing towards the rear of the pitch, the Pitch Holder must notify Management before siting the caravan. All caravan siting may be supervised by a member of the Park team. Where a caravan has been incorrectly positioned, Management reserves the right to require it to be repositioned or to arrange for it to be moved where necessary to comply with applicable fire safety requirements.

9. Disabled Toilet Access. Disabled toilets are reserved for persons with disabilities. Appropriate evidence of eligibility must be provided to Reception, together with a £10 cash deposit, to obtain a key for access. Keys must be returned to Reception each time the Pitch Holder leaves the Park.

10. Late Payments. The Park reserves the right to apply a £25 late payment charge for each period of seven (7) days during which any payment remains overdue.

11. Adult Groups and Single-Sex Parties. No all-adult groups or single-sex parties are permitted in accordance with the Park's General Terms & Conditions.

12. Registered Address and Identification. All Seasonal Pitch Holders must provide a valid UK postal address as their registered address, together with photographic identification. Proof of address, such as a utility bill or council tax bill, may be requested when a Seasonal Pitch is booked or renewed.

13. Visitors and Guests. Reception staff cannot direct guests or visitors to individual Seasonal Pitches. Pitch Holders must meet their guests or visitors at Reception. Any applicable visitor or additional charges must be paid before the guest or visitor is admitted to the Park.

14. Non-Residential Use. The Park is a holiday and leisure park and is not residential accommodation. The Park cannot accept post or parcels on behalf of Pitch Holders, with the exception of NHS communications.

Seasonal Pitch Holders must leave the Park for a minimum continuous period of four (4) consecutive weeks during each twelve-month period.

15. Allocation of Seasonal Pitches. During periods of high occupancy, holiday guests may be allocated pitches within Seasonal fields. Seasonal Pitch Holders acknowledge that Seasonal fields may therefore be shared with holiday guests during busier periods.

16. Pricing, Renewal and Termination. The Company reserves the right to amend pitch and utility prices where necessary. Renewal of a Seasonal Pitch Agreement is not guaranteed and shall be entirely at the discretion of Management. Management reserves the discretionary right to refuse any new application or application for renewal, or to terminate a Seasonal Pitch Agreement at any time.

STORAGE

1. Winter Storage. Winter storage permits the caravan to remain on its allocated pitch during the Winter period and outside the usual Seasonal dates.

2. Awnings, Flooring and Decking. All awnings and flooring must be removed for the Winter period. Decking and patios must be freestanding and must not be constructed or positioned in a manner that prevents or obstructs the movement of the caravan.

3. Winter Use. If a Pitch Holder wishes to use their caravan during the Winter period, Reception must be notified in advance and additional charges may apply.

4. Spare Keys. A spare caravan key must be left with Reception together with any applicable wheel-lock keys.

YOUR CARAVAN

1. Insurance. Adequate insurance cover must be maintained for the caravan and personal possessions at all times. Monkey Tree Holiday Park accepts no responsibility for loss, theft of or damage to any caravan, vehicle, personal possessions or other property whilst on the Park, except where liability cannot lawfully be excluded.

2. Insurance Certificate. 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 provide valid insurance documentation may result in a strike being issued against the Pitch Holder in accordance with the Strike System.

3. Vehicles and Items Included in Pitch Fee. The Seasonal Pitch fee covers the caravan specified in the Seasonal Pitch Agreement, one awning and two cars. No other form of vehicle is permitted on the pitch. Any additional vehicles or items must be authorised by Management and paid for in accordance with the current applicable tariff.

4. Condition and Appearance. Monkey Tree Holiday Park reserves the right to refuse an application, decline renewal or terminate a Seasonal Pitch Agreement where, in Management's reasonable opinion, the appearance or condition of the caravan or pitch does not meet the standards required to maintain the quality, appearance and presentation of the Park.

5. Caravan Condition and Inspections. All caravans must be roadworthy and maintained in a clean, safe and suitable condition. Management reserves the right to carry out inspections of caravans. Management reserves the right to require the removal of a caravan where, in its reasonable opinion, its age, condition or standard is no longer suitable for the Park.

6. Vehicles. All vehicles kept or used on the Park must have valid insurance, road tax and an MOT where legally required. Drivers must comply with all Park speed restrictions and must hold a valid driving licence appropriate for the vehicle being driven.

7. Movement of Caravans. Management reserves the right to move any caravan, without prior notice where reasonably necessary, to provide access for pitch works, maintenance, emergency works or other operational requirements.

STRIKE SYSTEM

1. Purpose. The Park endeavours to ensure that all guests enjoy their stay and to provide a safe, secure and pleasant environment for all guests, Pitch Holders and staff.

2.Two Strike System. The system may apply to, but is not limited to, incidents involving drunken or disorderly behaviour, bullying, damage to Park property, nuisance behaviour and failure to comply with pitch set-up procedures or these Terms & Conditions.

3. Investigation. Any incident reported will be investigated by Management. Where a strike is issued, the Pitch Holder will be notified in writing.

4. Two Strikes. Where a Pitch Holder receives two strikes, the Pitch Holder and/or persons responsible may be required to leave the Park and clear the relevant pitch without refund. Seasonal Pitch Holders are responsible for the conduct of all persons using their pitch, whether or not the Pitch Holder is present at the time of the incident. Strikes will remain recorded against the Seasonal Pitch Holder's account.

5. Harassment and Abusive Behaviour. The Park operates a zero-tolerance policy in relation to harassment, threatening behaviour and abusive behaviour directed towards Park employees, contractors, other guests or Pitch Holders. In the event of serious or unacceptable behaviour, Management reserves the right to bypass the normal strike process and require the person or persons responsible to leave the Park immediately, without notice and without refund.

6. Failure to Clear Pitch. If a person is required to leave the Park and fails to clear the pitch within the timescale specified by Management, Management reserves the right to dispose of or remove items remaining on the pitch at the Pitch Holder's risk and expense and may pursue legal action to recover any reasonable costs incurred in clearing the pitch.

PETS

1. Dogs. Pitch Holders must notify the Park of the breed of any dog kept on the Park. The Park will not accept any breed of dog prohibited under the Dangerous Dogs Act 1991 or any subsequent legislation or amendment. All bull terrier and mastiff breeds must be muzzled whilst on the Park.

2. Aggressive Dogs. Management reserves the right to prohibit any dog from the Park where, in Management's opinion, the dog has displayed aggressive or dangerous behaviour.

3. Responsibility and Number of Dogs. Owners remain responsible for their pets at all times. A maximum of two (2) dogs is permitted per Seasonal Pitch.

4. Dogs on the Park. Dogs must be kept on a lead at all times and may only be exercised in designated areas. Owners must clean up after their dogs and use the designated dog-waste bins. Dogs must not be left unattended. Failure to comply with these requirements may result in a strike being issued against the Seasonal Pitch Holder.

5. Facilities. Dogs are permitted only in designated facilities and areas of the Park. Certain facilities may restrict dog access or operate restricted opening times during the season.

6. Further Guidelines. Full guidelines relating to dogs are contained within the Park's standard Terms & Conditions and must also be complied with.

CHILDREN

1. Parental Responsibility. Parents and guardians are responsible for the safety, supervision and conduct of their children at all times whilst on the Park.

2. Children Under 12. Children under the age of 12 must be accompanied and appropriately supervised at all times whilst on the Park.

3. Bikes, Scooters and Skateboards. 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 accepts no responsibility for loss or damage to such items.

4. Hoverboards. Hoverboards are not permitted anywhere on the Park.

5. Unacceptable Behaviour. Unacceptable behaviour by minors may result in a strike being issued against the responsible Seasonal Pitch Holder and, in serious circumstances, removal from the Park.

6. Unaccompanied Children. Any unaccompanied child under the age of 12 found in the Arcade, Soft Play or Adventure Golf may result in a strike being issued against the responsible Seasonal Pitch Holder.

7. Exclusion from Activities. Management reserves the right to exclude any child from particular activities or areas of the Park with immediate effect where considered necessary for safety, behavioural or operational reasons.

ELECTRICITY

1. Electricity Supply. Electricity is supplied via a metered socket located close to the allocated pitch. Pitch Holders must ensure that they connect only to the electricity supply designated for their pitch.

2. Hook-Up Equipment. Hook-up boxes must not be tampered with or accessed by Pitch Holders. Any faults must be reported to Reception immediately.

3. Cables and Splitters. All electricity hook-up cables must have a minimum conductor size of 2.5mm². Splitters must be IP44 rated. Homemade splitters and extension cables are not permitted.

4. Electricity When Away. Pitch Holders must unplug their electricity supply when they are not on the Park. Management reserves the right to unplug an electricity supply where necessary when the Pitch Holder is absent and accepts no responsibility for any loss or damage resulting from such action, except where liability cannot lawfully be excluded.

5. Washing Machines and Tumble Dryers. The use of washing machines and tumble dryers on pitches is not permitted unless prior written authorisation has been provided by Management.

6. Electrical Work. Any repairs or modifications to the caravan's electrical installation must be carried out by a suitably qualified and registered electrician and in accordance with BS 7671.

7. Prepaid Electricity. Most pitches are fitted with a prepaid meter. Top-ups, subject to a minimum value of £10, may be purchased from Reception. Pitch Holders must ensure that sufficient electricity credit is available outside Reception opening hours. The Park is unable to add electricity credit to an account where the Pitch Holder is not present with the relevant card.

8. Replacement Electricity Cards. Replacement electricity cards cost £5. Electricity credit issued to a lost card cannot be reinstated.

9. Remaining Electricity Credit. At the end of each stay, Pitch Holders should ensure that any remaining credit is returned to their card by inserting the card into the meter and holding down the red button. Monkey Tree Holiday Park accepts no responsibility for electricity credit left on a meter.

10. Unauthorised Electricity Use. If a Pitch Holder is found to be connected to another pitch's electricity supply, or to be using another pitch's electricity supply in the absence of the relevant Pitch Holder, a £100 charge will be applied to the responsible Pitch Holder's account.

11. Electrical Appliances. Appliances must not be used in wet or otherwise unsuitable areas.

GAS

1. Gas Cylinders. In accordance with Park regulations, gas cylinders exceeding 15kg are not permitted. A maximum of two 15kg cylinders is permitted for each caravan, provided they are correctly sealed and securely stored. Management reserves the right to arrange for its Gas Engineer to inspect cylinders, regulators and connections periodically where considered necessary.

PITCH PRESENTATION

1. General Standard. All Seasonal Pitch Holders are required to maintain their pitch in a clean, tidy and presentable condition at all times.

2. Windbreaks. Windbreaks are permitted on Seasonal Pitches provided that Pitch Holders ensure they are suitable for the conditions and securely positioned. Windbreaks must be neutral in colour. For further advice, visit www.coveva.co.uk. All other windbreaks must be removed when the Pitch Holder leaves the Park and the pitch must be left tidy with only the caravan, awning and one permitted storage receptacle remaining.

3. Beach-Style Windbreaks. Temporary beach-style windbreaks are not permitted on Seasonal Pitches.

4. Storage Facilities. A single storage facility measuring no more than 6ft x 4ft is permitted per pitch. The storage facility must be constructed from weatherproof plastic or metal. Wooden sheds are not permitted.

5. Gazebos. One gazebo is permitted per pitch. The gazebo must not have sides and must be removed whenever the pitch is unoccupied.

6. Tents. Tents are not permitted on Seasonal Pitches.

7. Awnings. Awnings are permitted and must be maintained in good condition. Awnings may remain in place during the Summer season entirely at the Pitch Holder's own risk. The Park accepts no responsibility for securing Seasonal property or notifying owners of damage, collapse or other loss arising from adverse weather conditions. Awnings are not permitted outside the Season and must be removed by the end of the Season unless prior express authorisation has been provided by Management.

8. Washing Lines. Rotary washing lines requiring ground stakes are not permitted. A free-standing airer may be used, provided that it is removed whenever the pitch is unoccupied. Homemade washing lines attached to trees or other Park structures are prohibited and may result in a strike being issued against the Pitch Holder.

9. Hosepipes. Hosepipes are not permitted on Seasonal Pitches.

10. Bird Feeders. Bird feeders and similar items are not permitted due to the increased risk of attracting vermin.

11. Decorations and Furniture. Garden ornaments, artificial flowers, pot plants, flags and other decorative items are not permitted. Management reserves the right to require the removal of any furniture or other item considered to be unsightly, damaged, unsuitable or inconsistent with the presentation standards of the Park.

12. Washing Machines and Tumble Dryers. The use of washing machines and/or tumble dryers on pitches is not permitted unless prior written authorisation has been provided by Management.

13. Decking. A single layer of freestanding decking around the caravan and awning is permitted. All decking must be removed during the Winter period. Monkey Tree Holiday Park carries out regular pitch inspections. The Pitch Holder will be notified in writing of any issues requiring attention.

PITCH MAINTENANCE

1. Grass Maintenance. Monkey Tree Holiday Park grounds staff will cut the grass surrounding Seasonal Pitches. Pitch Holders must remove outdoor furniture and place slabs or other suitable materials around the awning, where applicable, to allow the Park team to strim and maintain a clean edge.

2. Ground Coverings. Stone or bark chippings and log roll are not permitted as these can interfere with mowing and strimming. The Park accepts no responsibility for damage caused during routine grounds maintenance, except where liability cannot lawfully be excluded.

3. Access for Grounds Maintenance. If the grounds team is unable to fully cut and strim the grass because of property, furniture or debris left on the pitch during the Pitch Holder's absence, the Pitch Holder will be required to attend to the grass and/or remove the obstruction within seven (7) days of being notified.

4. Alterations to Pitches. Seasonal Pitch Holders must not make any adjustment, alteration or addition to their pitch which may have a permanent, detrimental or unauthorised effect on the pitch or surrounding grounds. This includes, but is not limited to, laying artificial grass, creating hardstanding or patios, or causing damage to grass, trees or other Park property through the use of barbecues or other equipment.

5. Digging and Planting. Digging holes or planting on the pitch or surrounding ground is not permitted. Any damage caused may result in a £30 charge to cover the cost of rectification by the grounds team.

6. Storage Under Caravans. A skirt must be used where items are stored beneath the caravan. All items stored beneath the caravan must be removed whenever the pitch is unoccupied.

7. Storage Behind Caravans. Nothing may be stored behind the caravan.

8. Barbecues and Open Fires. Barbecues are permitted, provided they are raised from the ground and positioned away from the awning. Open fires, including fire pits and chimineas, are not permitted.

Management reserves the right to move any caravan without prior notice where necessary to carry out essential pitch works or maintenance.

PARK FACILITIES / ENTERTAINMENT

1. Food and Drink. Only food and drink purchased from the Park's venues may be consumed within the relevant facilities. Pitch Holders and guests may not bring their own food or drink into these areas. Any person found consuming food or drink that has not been purchased from the relevant licensed premises may be subject to the Strike System.

2. Seasonal Pitch Fee. The Seasonal Pitch fee covers the cost of the pitch only. No Park events are included within the Seasonal Pitch fee. Seasonal Pitch Holders have no priority over holiday guests when using Park facilities, including Palm Bay.

3. Seasonal Entertainment. Monkey Tree Holiday Park may offer exclusive entertainment to Seasonal Pitch Holders throughout the year and may provide complimentary event tickets. Such entertainment, tickets or benefits are discretionary and are not guaranteed as part of the Seasonal Pitch Agreement.

PARKING

1. Summer Parking. During the Summer season, vehicles must be parked on the allocated pitch and not in front of or alongside the pitch, in order to maintain access for emergency vehicles.

2. Winter Parking. During the Winter period, vehicles must not be parked on grassed areas, as this may cause damage. Vehicles must not obstruct access routes or other vehicles.

3. Visitor Parking. All visitors to Seasonal Pitches must park in the designated visitor parking area opposite Reception.

RUBBISH

1. Recycling. Guests and Pitch Holders are responsible for properly disposing of and recycling their rubbish in the designated areas provided by the Park.

2. Non-General Waste and Fly-Tipping. Seasonal Pitch Holders are responsible for removing from the Park any items and non-general waste. Fly-tipping of any kind will result in a £200 charge and a strike being applied to the Pitch Holder's account. In serious or repeated cases, Management reserves the right to terminate the Seasonal Pitch Agreement with immediate effect.

REPOSSESSION / LEAVING SITE

1. Security Deposit. A refundable security deposit of £250 per pitch will be taken with the initial payment. The deposit will be returned once all outstanding charges have been settled and the pitch has been left in an acceptable condition, with all rubbish and personal property removed from the site.

2. Failure to Remove Caravan or Pay Sums Due. If a caravan owner fails to remove their caravan when required, or fails to pay all sums due to the Park within the applicable timeframe, Monkey Tree Holiday Park will provide 42 days' notice of its intention to repossess the caravan and its contents.

3. Recovery of Costs. The Park reserves the right to take legal action to recover any reasonable costs incurred in connection with the repossession, removal, storage or disposal of a caravan, its contents or any other property.

BEHAVIOUR ON PARK

1. Business Activities. No business may be managed, operated or conducted from Monkey Tree Holiday Park under any circumstances.

2. Relocation of Pitches. The Park reserves the right to relocate a customer to an alternative pitch by providing seven (7) days' notice. Management also reserves the right to make changes to any pitch where reasonably necessary for operational, maintenance, safety or other Park management purposes.

3. Boats and Jet Skis. Boats and jet skis are not permitted on the Park.

4. CCTV. CCTV is not permitted on Seasonal Pitches except where recording is confined to the boundaries of the Pitch Holder's own pitch.

5. Social Media and Conduct. Any guest or Pitch Holder using social media to make abusive, threatening or seriously derogatory comments regarding the Park, its staff or other guests, or who is heard making such comments, may be required to leave the Park without notice or refund.

6. Complaints. Complaints should be directed to Management in writing by email to Reception.

7. Unauthorised Access. Tailgating at the Park barrier, or allowing unauthorised persons or vehicles to gain access to the Park, will result in a strike being issued and may result in further action under these Terms & Conditions.

8. Seasonal Pitch Applications and Renewal. Management reserves the discretionary right to refuse any application for a new Seasonal Pitch and/or refuse renewal of an existing Seasonal Pitch Agreement. Renewal is not automatic and no Pitch Holder has an entitlement or expectation that their Seasonal Pitch Agreement will be renewed for a subsequent season.

9. Noise and Disruptive Behaviour. All Seasonal guests are expected to behave in a considerate and neighbourly manner. Loud, disruptive or unreasonable behaviour will not be tolerated and may result in termination of the Seasonal Pitch Agreement without refund.

10. Ball Games. Ball games are not permitted on the Park except within the designated multi-sports area near the Central Village.

11. Electric Scooters and Hoverboards. Electric scooters and hoverboards are not permitted on the Park.

12. Scooters, Bikes and Skateboards. Scooters, bikes and skateboards are not permitted in the Central Village. All users must comply with the Park speed limit and all applicable Park rules.

13. Speed Limit. The Park speed limit is 5 mph. The Highway Code applies throughout the Park where applicable.

14. Noise. In consideration of other guests and children on the Park, noise should be kept to a low level after 10:00pm and no unnecessary noise should be made between 12:00 midnight and 7:00am. If a Pitch Holder is disturbed by noise from neighbouring pitches or holiday accommodation during these hours, they should contact Reception or Security.

15. Entertainment Noise. Pitch Holders acknowledge that, although the Park's noise rules apply, during Peak Season the Clubhouse and Summer Nights Bar may have entertainment until midnight, and such entertainment may be audible from neighbouring pitches.

16. Accidents and Emergencies. All accidents and incidents must be reported to Reception. Reception must also be informed of any emergency services attending the Park. Pitch Holders should notify Reception as soon as reasonably practicable.

ADDITIONS AND AMENDMENTS

1. Amendments to Terms & Conditions. Monkey Tree Holiday Park reserves the right to add to, amend or update these Terms & Conditions where reasonably necessary in response to events, occurrences, changes in legislation, operational requirements, health and safety considerations or other circumstances affecting the Park. Where amendments are made, updated Terms & Conditions will be provided to Seasonal Pitch Holders.

2. General Park Terms & Conditions. These Seasonal Pitch Holder Terms & Conditions apply in conjunction with the Park's General Terms & Conditions. In the event of any inconsistency, Management reserves the right to determine which provisions apply, subject to any applicable contractual or statutory requirements.