

Birr Caravans Ltd

Newtown Cove Caravan Park, Tramore, Co Waterford.

051-381979

RULES & REGULATIONS FOR LICENCE HOLDERS.

1. The Licence Agreement Form must be completed and signed before the Holiday Home is sited as per Agreement.
2. The Management reserves the right to remove or re-site Holiday Homes, as necessary.
3. The Licence Fee must be paid in full by the date requested. Failing this the Management will remove the facilities available to the owner and remove the Holiday Home from the site following the giving of 10 days' notice in writing of his intention to do so at the address of the Form and such notice shall be deemed to be well and sufficiently given if sent by ordinary prepaid post to the Licence Holder at that address.
4. Where Electricity is supplied, the Licence Holder must pay for all Electricity supplied and consumed. Meters will be recorded annually, and the amount due as charged by the management, will be invoiced with the following seasons licence fee. Payment must be made by the specified date. Licence fees and electric fees not paid by the specified date will result in the failure of the licence application, and denial of access to the facilities and lands as would be granted by the licence.
5. The licence is given only on receipt of the licence fee; this will entitle the licence holder to access and use of facilities as offered by the Management, during a period known as the season. This season will be set by the management and shown each year on the form of application for the licence. Any proportion of Licence fees may only be refunded by agreement of Management after a Holiday home is removed from the park and only for the period of the licence that the Holiday home is no longer on site. Holiday homes left onsite without a licence will be liable for a storage charge of €60 per week. Management cannot be held responsible for reasonable access to facilities being unavailable due to but not limited to, any act or provision of any present or future law or regulation or governmental authority, any act of God or war, pandemic, civil unrest, local or national disturbance or disaster, any act of terrorism, National or local Authority restrictions.
6. Licence holders or any of their representatives, may not enter the caravan park outside the licensed season. No person or persons may use or stay overnight in the licence holders holiday home outside the licensed season. Appointments may be made by the licence holder for access to his holiday home during this period, only to check on it, or to carry out any urgent repairs.
7. Management has the right to carry out what ever actions they deem necessary to comply with licensing, fire, planning and other statutory regulations. The Licensee is required to allow these actions to be carried out. The management will not be responsible for any inconvenience or costs incurred by the licensee from such actions, as they are beyond the management control.
8. The erection of huts, patios or any other structure must comply with all statutory requirements, and their location be approved by the Management. They must remain 60cm from neighbouring mobile homes. All timber products to be painted annually.
9. No trees or shrubs shall be planted without permission of the Management. No trees or shrubs shall be cut down, removed or damaged. Where private gardens are permitted, they must be maintained and kept neat and tidy.
10. The dropping of litter on the ground anywhere in the park is absolutely forbidden. The disposal of non-domestic refuse in bin is forbidden. Disposal of large items may be arranged with Management. Nappies and other sanitary disposables must not be flushed down any toilet at any time.
11. Dogs will only be welcome if kept on a lead. In the interest of hygiene, they must not be taken into any Buildings on the Park, or in the Playground. Owners will be responsible to clean any area their dog may soil. Listed Dangerous Dogs must be muzzled.
12. Licence Holders are requested to notify the Management when removing Holiday Homes from the site. Holiday Homes may only be removed by a Third Party with the permission of the Management. A Licence Holder wishing to sell his Holiday Home is required to notify the Management and remove same to place appointed by the Management. A Licence Holder may NOT re-allocate Site to purchaser of his Holiday Home.
13. The resale of Holiday Homes over 15 years old on Site is not permitted. The resale of any Holiday Home on Site is not permitted without permission of the Management. The sale of any Mobile Home on Site will be liable to a commission (10% or €1000 whichever is the greater), payable to management.
14. The Licence will only be renewed for mobile homes more than 15 years if an extended Replacement or Removal Date has been agreed by the Management. If such an extension is agreed, then the Holiday home must be kept in exceptionally good condition. Management holds the final decision on the condition of Mobile homes and if found not to be of a suitable condition they must be replaced or removed from the Site. Mobile homes must be removed from the site before their Replacement or Removal Date.
15. All change of ownership of a Holiday Home on Site, including to the licence holder's own family, will require the New Holiday Homeowner to sign a Licence Agreement. All New Licence Holders will be liable to pay a New Licence Fee, as set by Management.
16. **Letting or Sub-Letting of Holiday Homes is forbidden.**

17. A Licence Holder who gives his Holiday Home on Loan must register the Name, Address, Number in the Party, and dates of occupancy of the Occupier and be responsible for seeing the Occupier in and Out of the Holiday Home. The licence holder may only loan his holiday home to direct members of his family.
18. Holiday Homes must be kept clean and up to the standard required by the Management, and Tourist Grading Inspector.
19. Owners must ensure that the numbers of persons occupying the Holiday Home are not more than the number for which it was designed.
20. **THE HOLIDAY HOME (AND OTHER STRUCTURES i.e.: HUTS), MUST BE COMPREHENSIVELY INSURED AS THEY ARE PARKED AT THE OWNER'S RISK.**
21. The Licence Holder undertakes to indemnify and keep indemnified the Operator from and against all actions proceedings and claims by Third Parties in respect of any damages or liability caused by or arising from the wilful act, neglect or defaults of the Occupier or any member of his family living with him in the Occupiers Holiday Home or any persons who might be on the Caravan Park or on the Pitch at the invitation expressed or implied by the Occupier.
22. The Occupier is responsible for the cleanliness of the Pitch and its surrounding and must keep the area underneath the Holiday Home clean and tidy. No Skirting is allowed. No more than 3 small flowerpots may be placed in front of the Holiday Home. Any other ornaments, BBQ's, pots & seating may be used in the rear 1/3 of your pitch if they are well maintained.
23. The Licence granted as per the issued Form of Application, will automatically expire, and determine on the 1st day of November in the year for which it was granted. An Applications for a new Licence will be deemed as received, by payment of the issued renewal Form on or before the 1st March each year otherwise the Holiday Home must be removed from the Site by the Licence Holder or by the Management on given to the Licence Holder ten days notices in writing of his intention to do so; at the address of the Licence Holder given in the Licence Agreement Form and such notice shall be deemed to be well and sufficiently given if sent by ordinary prepaid post to the Licence Holder at that address.
24. The Park Rules may be added to or amended from time to time by the Operator.
25. All Holiday Home's must be purchased from Birr Caravans Ltd, Newtown Cove Caravan Park or their appointed Agents.
26. It is advisable to turn OFF the water to each Holiday Home, by the stopcock fitted under each Holiday Home when not in use. At the end of the season when the Holiday Home is being left for the winter, it is also advisable to turn off the Electricity Supply at the mains and drain the water systems.
27. All Holiday Homes must be Securely Anchored; it is the responsibility of the Licence Holder to provide these Anchors and to make sure that they are properly secured.
28. Bicycles may not be cycled on the park. Bicycles may still be used to travel to or from mobile homes when the cyclist is leaving or entering the park, but random cycling around the park will not be permitted.
29. No Go Karts, Electric Scooters or Balance Boards allowed. No Hurling allowed. All other ball games including football and tennis may only be played in the ball court.
30. At no time can minors be left on the park unattended. All minors must be under the supervision of an adult when on the park. If anyone under the age of 18 is being left to use a mobile home in the absence of the owners, then management of the park must be advised in advance, and an adult appointed to keep them under close supervision.
31. All motorised vehicles entering the park must have valid third-party insurance as required by the road traffic act. Licence holders and their visitors with commercial vehicles must ensure that the vehicle insurance covers it for private, as well as business use. If it is not then they must not bring the vehicle onto the park, as their insurance may not be valid. All drivers must also hold a valid licence to drive their vehicle.
32. Sheds cannot be used to store any item that may start a fire or cause a fire to intensify. Storage of the following items in sheds is Not Permitted: gas bottles, gas BBQs with gas attached, petrol or other fuels, paint, varnish, white sprits or any other highly combustibles items
33. Keys and access to sheds must be always available to the management of Newtown Cove Caravan Park, to facilitate an inspection by the fire officer.
34. Sheds will have to be removed immediately, if the management of Newtown Cove Caravan Park receive such orders from the Fire Officer.
35. Newtown Cove Caravan Park cannot be used as an address to register for any service or activities. Personal mail or parcels may be received if marked "C/o Reception, Newtown Cove Caravan Park"
36. Electric Cars and Plug in Hybrids cannot be charged from your mobile home electric supply.
37. No open fires, or fire pits are allowed. Charcoal BBQ's may be used for short periods of time, but must be extinguished by 10pm.