

Tivole Park - Annual “Agreement”

This Agreement covers the period 1st April 2021 to 31st March 2024. The pitch fees are allocated prior to each year and cover the individual pitch your caravan sits on and up to 3 metres around it. The fees cover security of the site, disposal of light non-food waste, maintenance of the access road and car park and other such services, reasonable use of the electricity, and wi-fi service commensurate with what is generally available in the area. All normal fees due to the local council (e.g. Rates) and statutory requirements (e.g. Overall Site insurance, but not individual caravan insurance), and a site wide TV license are included in the site fee. These rules are based on the recommendations contained in the Dept of Finance and Economy guide for Caravan Holiday Homes.

Period of use

Caravan owners are not legally allowed to occupy their caravans for a continual 12 months of the year. Although owners retain full access to the caravans over the year it is expected that the site will be considered as closed from the end of October to the beginning of the following March. Some services such as Wi-Fi may not be available in this period.

Replacing or buying a caravan

As Tivole Caravan Park does not sell new caravans on site all contracts are provided on the basis of a single three year renewable period. If you are an existing owner and wish to

replace your caravan you will be expected to notify the Site owners of the make, dimensions and condition of the new caravan. You will be responsible for all costs regarding de-siting the old caravan and installing the new caravan. In addition, the repair of any damage to the site occurring in the process.

Installation of caravans on site

There may be costs relating to initial siting and commissioning of the caravan and transportation which are deemed to be the responsibility of the caravan owner. Commissioning covers preparation of the area on which the caravan sits, connecting it to electricity, gas, water and sewerage and ensuring the appliances are working.

Caravan Owner responsibilities

Caravan owners are responsible for the costs of occasional repair, maintenance, improvement, winterisation, insurance and servicing to their own caravan. They are deemed to be responsible for maintaining the environment surrounding their caravan up to an area of an additional 3 metres. There is no age limit on the caravan, but the owner is expected to keep it in a safe and sound order and failure to do this may result in agreements not being renewed.

Additional Structures

The Site owners must be consulted on any additions to the caravan such as decking and awnings. Such structures must not

impinge on the 3-metre distance surrounding neighbouring caravans. If leaving the site removal of such additions is the responsibility of the caravan owner.

Electricity

The component of electricity used within the Site fees is calculated on an even proportion used across all caravans on site, at the current N.I.E. cost of electricity at the start of the financial year.

Central Heating

Where central heating is installed, the installation, maintenance, and fuel costs are solely the responsibility of the caravan owner. If leaving the site removal of Central Heating equipment is the responsibility of the caravan owner.

Water supply

Caravans are susceptible to water pipes freezing during winter months. Insurance agreements rarely cover burst pipes. It is the caravan owner's responsibility to switch off and drain pipes in winter.

Insurance

The Department of Finance and the Economy clearly indicate that as a caravan and its contents have a considerable value, they require that adequate insurance is provided. Don't

assume your caravan will be covered under your household insurance as this is unlikely.

Site Association

All site owners who are agreeable are invited to participate on a WhatsApp group “Willow Caravans Benone”.

Selling your caravan

Although the caravan is your property and you can sell it however and to whomever you choose, there are some important qualifications. As Site owners we might request to purchase the caravan ourselves and will expect first refusal on buying the caravan at a reasonable market price. Sale of the caravan does not confer the right to the pitch in subsequent years to those purchasing it. In any event a new Agreement will have to be signed by any new owner at the start of each annual period. Your Agreement gives you the right to make a gift of your caravan to a proven family member and, if you do so, that family member will normally be given, without charge, an Agreement for the unexpired period of the then existing Agreement period, and will be considered the new owner and billed as such in subsequent years.

Ending your tenure on site.

In these circumstances you will have to agree with the Site owners the options available to you for selling your caravan

back to the park owner or removing your caravan, at your own expense, from the site.

Site Rules

1. There are no restrictions on family or friends using your caravan for short periods. Any person or persons you permit to use your caravan must be made aware of the rules, and you will be considered responsible for their behaviour whilst there. The site owners reserve the right to ask the occupants of a caravan to vacate the site if rules are contravened.

2. It is expected that you keep the grass cut in the area between you and the adjacent caravans, that you ensure that the general area remains clean and tidy, and you exercise consideration to your neighbours. Any physical alterations to the caravan or its surroundings must have permission from the site owners before you commence work.

3. The electricity supply is intended to cover lighting, TV, radio and occasional small kitchen appliances, but not intended to be a general source of heat. The usage will be monitored and if found excessive may attract a supplement.

4. Although Wi-Fi speed in the area is likely to be slow you should be able to browse and collect email. Anything more demanding may severely reduce service depending on the time of day. Where possible limit the knowledge of the password.

5. You will undertake to keep non-food domestic waste in a neat manner and deposited in the designated disposal area

provided. Food waste must be taken off site for disposal. Any larger materials such as electrical goods, metal or wooden furniture etc., must also be taken off site for disposal.

6. The main gate is to always remain closed. This means it must be shut behind you when you enter and leave the site.

7. If you visit outside the summer months and you are the only person on site then you are asked to lock the main gate when you leave.

8. The site should always be considered as 'children friendly'. This means that excessive noise after sunset is frowned upon, all pet debris is promptly picked up and binned, and cars should always move slowly and be restricted to the car park. Respect for your neighbours is expected at all times.

9. All cars should be neatly parked in the front car park. Please note the main road to the neighbouring property is legally an 'Easement' and access must be available for vehicle passage. Sufficient space has been provided for a single vehicle per caravan. Any other vehicles must be parked elsewhere.

10. If TV licensing authorities request a licence from you – quote the Caravan site address and TV Licence number [4026061875].

Notes :

Tivole Park & Willow Caravans
39 Benone Avenue, Magilligan, Limavady
BT49 0LQ



April 2021