

### Management Rules for Caravan Parks

ABERDEENSHIRE COUNCIL (hereinafter called “the Council”) by virtue of the power conferred on them by Section 112 of the Civic Government etc (Scotland) Act, 1982 and all other powers enabling them in that behalf hereby make the following Management Rules to regulate the use of and the conduct of persons while on or in a Caravan Park: -

1. In these Management Rules, unless the context otherwise requires: -

“Approved First Aid Kit” means First aid kit that conforms to the ‘Health & Safety (first aid) regulations 1981 L74.

“Boat” means any vessel , propelled on water by an engine, oars or sails and capable of use for human transportation.

“Caravan Park” means any Caravan Park owned, occupied or managed exclusively or in partnership with others by/with the Council or otherwise under their control whether used for the siting of Caravans, tents, either or both.

“Camper” means the occupants of such Caravans or tents, and shall include their families and invitees and in the case of Haughton Caravan Park shall also include all of the occupants of Flats within the Caravan Park and their families and invitees.

“Caravan” includes a motor Caravan and any other vehicle which is capable of being converted to provide sleeping accommodation.

“Commercial Use” means using the caravan to carry out a commercial activity for gain e.g. hairdressing, selling goods from the caravan. The letting of a Caravan on a Seasonal Stance for holiday use is not deemed to be Commercial Use.

“Commercial vehicle” means any vehicle that is designed/used to carry out a trade or service with or without sign written advertising in any form on the body of the vehicle.

“Director” means the Council’s Director of Transportation and Infrastructure or any successor in office appointed by the Council including the Landscape Services Manager and any member of the Director’s staff whom the Director has authorised to act on his behalf in the pertinent connection.

“Disclaimer Notice” means Document absolving Aberdeenshire Council of any liability or responsibility.

“Hirer” means the owner of a Letting Caravan.

“Letting Caravan” means any Caravan for hire, whether parked on a Seasonal Stance or not.

“Periodical Inspection” means Inspections at intervals set by either the Council or Statute.

“Residential” means the occupants main residential address or for periods exceeding 3 weeks at any one time.

“Season” means the appropriate opening period specified in Rule 2 below.

“Seasonal Stance” means a Stance let to a person for the duration of the Season.

“Statutory Documentation”- means insurance certificate; Landlords Corgi Gas Certificate renewed on an annual basis and a Periodic Electrical Inspection & Report - to BS 7671 renewed on a three year basis.

“Touring Stance” means any part of a Caravan Park designated for the placement of a touring Caravan or tent.

“Warden” means any person authorised in that behalf by the Council.

“Winter Storage” means the storage of an unoccupied caravan during the winter months ie- from the end of one season to the start of the following season

(Words importing the masculine shall include the feminine. Words importing the singular shall include the plural and vice versa).

2. The Caravan Parks listed below and any Caravan Park which may be established after the date hereof and to which these rules may subsequently be applied by the Council will be open each year for the period from late March to the end of October or for such other periods and at such Caravan Parks as may be determined from time to time by the Council: -

Aden Country Park, Ballater, Banff Links, Fraserburgh, Houghton Country Park, Peterhead, Portsoy, Rosehearty, Stonehaven and Turriff.

3. (a) Caravan Park charges shall be as fixed by the Council from time to time and each individual charge will cover the period from mid-day of one day to mid-day of the next day.

(b) All Caravan Park charges in respect of Touring Stances shall be paid to the Warden on or as soon after arrival as possible.

(c) Caravan Park charges in respect of Seasonal Stances will be invoiced. Invoices must be paid within 28 days of receipt in accordance with Aberdeenshire Council's payment procedure.

(d) Charges for Winter Storage, where available, should be paid to the Warden prior to the period of storage or may be invoiced. Invoices must be paid within 28 days of receipt in accordance with Aberdeenshire Council's payment procedure.

(e) After the opening date of a Caravan Park, Seasonal Stances will be charged on a whole week pro rata basis at the discretion of the Director. A refund on a whole week pro rata basis may be given when a caravan is removed from the Caravan Park prior to the closing date.

(f) If payment is not timeously made the Council shall serve notice on the owner of the Caravan involved requiring that payment be made within a specified period, with the addition of a 10% Administration Fee and if payment is not received within that period the Council shall have the right to remove the Caravan from the park and to hold such Caravan against payment. If payment is still not forthcoming within such time as the Council shall deem reasonable the Council shall have the right to sell or otherwise dispose of the Caravan.

(g) Any excess obtained for the said sale shall be refunded to the former owner of the Caravan where contact details allow.

(h) All claims for refunds must be made in writing to the Director whose decision is final. Cheques will not be issued for refunds granted, but will be paid directly into the customer's nominated bank via BACS transfer.

4. (a) The maximum period during which any Camper, Caravan or tent may occupy a Touring Stance on a particular Caravan Park continuously shall be three weeks, following which it is not permitted for a Camper, Caravan or tent to return to that same Caravan Park until a period of 3 weeks has elapsed.

(b) Bookings at Turriff for the two days preceding Turriff Show and for the days or day of the Show will only be taken on receipt of full payment of the appropriate fees. All Touring Stances booked over the event should be occupied for the duration of the booking. All touring stances will be allocated on a first come first served basis.

(c) Any pre-booked Touring Stance, which is not occupied by 1600 hours, on the due day of arrival, may be allocated to another customer unless prior notification of the late arrival has been given to the Warden. If it is not possible to reallocate the Touring Stance, no refund will be offered

(d) The maximum period for which any Letting Caravan may be let

continuously by the Hirer to the same Camper(s) shall be three weeks. Following occupancy of a Letting Caravan at a particular Caravan Park, it is not permitted for Camper(s) to return to that same Caravan Park until a period of 3 weeks has elapsed.

(e) Campers shall occupy the stance allocated to them and no other. Campers are prohibited from moving from the allocated stance to another without the prior written consent of the Warden.

(f) Mid – week storage allows a touring Caravan to stay on a designated stance for periods in excess of 3 weeks, however, only 2 nights inhabitation are permitted and are to be chosen from Friday, Saturday or Sunday in any week.

This will be available at all Caravan Parks in the designated areas and will normally be available during the low season only. Mid week storage may be offered in high season when there is spare capacity in the park. Mid week storage will not be available during any local special events e.g. Turriff Show, Aden Park Pipe Band Championships, Portsoy Small Boat Festival, Peterhead Scottish Week, Ballater Golf Tournament and any other event that may arise.

(g) Winter storage for Caravans is presently available at the owners' risk on the following Caravan Parks: - Aden, Ballater, Haughton, Peterhead and Turriff.

(h) Where Winter Storage is not available all Caravans, letting or otherwise, must be removed from the Caravan Park by the end of the Season. Any Caravan not removed will be removed and held by the Council, the costs of which will be due and paid by the owner before the Caravan will be released. Without prejudice to anything contained in these Management Rules the Council will not be held liable for any damage sustained to any Caravan not removed at the end of the Season.

(i) A maximum of fifteen per cent of the total Seasonal Stances on any one Caravan Park may be sub-let on such terms and conditions as the Council may determine. A maximum of five percent of the total Seasonal Stances may be allocated to any one person for the purpose of letting.

(j) Applications for Seasonal Stances will only be accepted if they are made in writing by the first working day after the 10<sup>th</sup> February and accompanied by the deposit in and for the year concerned. Such applications must be made in writing on the booking form issued by the Director.

5. (a) Selling, or advertising a Caravan for sale while it is parked within a Caravan Park **with a waiting list for Seasonal Stances** is prohibited and any Caravan being offered for sale must be removed from the Caravan Park to which it must not be returned thereafter without proper Statutory Documentation having been obtained by the owner.

(b) Selling or advertising a Caravan for sale within a Caravan Park which **has no waiting list for Seasonal Stances**, will only be permitted with the prior written authorisation of the Director or his representative. Transfer of ownership of a Caravan while it is parked within a Caravan Park will only be permitted where the transfer is by one or more members of a family to one or more other members of that family and the transfer has been approved by the Director or his representative in writing. Where sales take place on or off the Caravan Parks Aberdeenshire Council will have no involvement in the process other than considering permission for the sale to take place and ensuring all necessary documentation is completed.

(c) Aberdeenshire Council will accept no responsibility or liability for any part of the sales process or any problems, which may arise from a sale. The sale will be of the Caravan only and not the stance, which will be allocated following the standard procedure.

6. (a) Letting Caravans shall be maintained in a clean and tidy condition to the Council's satisfaction. Hirers shall allow access to any of the Council's officers or agents without notice for Periodical Inspection. Should such an inspection reveal that a Caravan is not in an acceptable condition Hirers will be required to remedy the situation. Any Letting Caravan found on re-inspection after 14 days written notice not to be in a clean and tidy condition shall be removed forthwith by the Hirer otherwise it shall be removed by the Council and the cost of such removal together with any storage charges recovered from the Hirer. The Council may hold such Caravan against payment of the said cost and/or charges.

(b) All Caravans must be of sound construction, in a good state of repair and of good appearance. Any Caravan, which, in the reasonable opinion of the Warden, fails to comply with this rule, shall be removed by the owner concerned, failing which the Council shall serve notice on the owner requiring the Caravan concerned be removed within 14 days. If this is not done within this period it will be removed by the Council and may be held against payment by the owner of any removal or storage charges.

(c) It will be the responsibility of the Hirer to keep the Seasonal Stances let to him in a neat and tidy condition to the reasonable satisfaction of the Warden failing which the Council after giving the Hirer seven days written notice requiring that he comply with this provision, will carry out any necessary works and re-charge the same to the Hirer.

(d) Letting Caravans shall be properly equipped to serve the number of berths for which they are designed.

(e) The Hirer when applying for a stance must produce evidence of insurance for all third party risks, including public liability.

(f) All occupiers of Seasonal Stances must produce to the Warden, before occupancy takes place, Statutory Documentation. Where these

are not forthcoming, a Disclaimer Notice will be signed, relieving the Council of responsibility. This will have a relaxation period of one month, during which time the above certificates must be produced. Failing to carry this out within the timescale will result in the occupancy of the Caravan being prohibited and the Council will serve notice on the owner requiring the Caravan concerned be removed within 14 days. If this is not done within this period it will be removed by the Council and may be held against payment by the owner of any removal or storage charges.

PLEASE NOTE - NO OCCUPANCY WILL BE PERMITTED AFTER THIS 1 MONTH PERIOD HAS LAPSED UNTIL THESE DOCUMENTS ARE PRODUCED TO THE WARDEN.

(g) Caravans which are proposed to be placed on the site for the Season must:-

- I. Have non slip steps which must be constructed of non-combustible material and must be fitted with at least one hand rail
- II. Have all electrical cables sheathed
- III. Have operational legs
- IV. Be fitted with an approved smoke and carbon monoxide alarm which must be in working order
- V. Only have storage container(s) of a non-combustible construction which must be placed on concrete slabs
- VI. Only have Gas bottle storage containers of approved type and complying with current regulations for the storage of L.P.G (Gas bottles will be restricted to 2 per static unit at any one time).
- VII. Have a minimum of one dry powder EN3 fire extinguisher having a capacity of not less than 2kg
- VIII. Have an approved fire blanket

In addition to all of the foregoing Letting Caravans must also have:

- I. An up-to-date Approved First Aid Kit.
- II. All portable electric appliances i.e. kettles, toasters etc, tested once per year by a qualified P.A.T. (Portable Appliance Test) electrician.
- III. All fire extinguisher(s) maintained in a serviceable condition and serviced by an approved contractor on an annual basis.

(h) Any Caravan, which, in the reasonable opinion of the Warden, fails to comply with any of the requirements, will be removed forthwith by the owner, failing which the Council shall serve notice requiring that the Caravan be removed within 14 days. If that is not done within the said period the Council shall be entitled to remove the Caravan concerned and recover the cost of such removal together with any storage charges from the Hirer. The Council may hold the Caravan against payment. If payment is still not forthcoming within such time as the Council shall deem reasonable the Council shall have the right to sell or otherwise dispose of the Caravan against payment of the said cost and/or storage

charges. Any excess obtained for the said sale shall be refunded to the former owner of the Caravan.

(i) Occupants of Letting Caravans as all others shall be subject to these Management Rules.

(j) Residential use of Letting Caravans is prohibited.

(k) Should the conduct of any occupant of any Letting Caravan give rise to expulsion from the Caravan Park or to exclusion under Rule 27 hereof or to an exclusion order under Rule 28 hereof then the Council may at its discretion require such Letting Caravan to be removed from the Caravan Park.

(l) Hirers will be required to make their own arrangements for issuing keys of Letting Caravans. Hirers will also give full instructions and information to their patrons about the Caravan, as this is not part of the Warden's duties. Hirers must supply the Warden with the names of their patrons along with their arrival and departure dates prior to or at the time of arrival for Health & safety and security purposes.

7. Commercial use of caravans is not permitted. Campers shall not engage in the sale of any form of goods or services whether wholesale or retail on the Park. Commercial vehicles will not be permitted on the Caravan Park at any time unless with the written consent, or working under direct instruction by the Council.
8. The Warden is responsible for ensuring all patrons comply with the Management Rules and all complaints must be directed to him in the first instance. Without prejudice to the provisions of Rules 28, 29 and 30 hereof the Warden may refuse entry to a Caravan Park to any person or persons if he has reasonable grounds for believing that said person's or said persons' presence is likely to result in a contravention of these Management Rules.
9. All Campers shall keep the stances in a neat and tidy condition generally free from litter or other refuse. When not in use barbecues, tables, chairs, windbreaks, gazebos or similar type constructions and bicycles must be stored within/below the Caravan or in an appropriate storage container, which must comply with the provision of clause (V). Campers must, prior to departure, leave the stance clear of all litter and other refuse. If the stance has to be cleaned by the Council the cost will be recovered from the Camper.
10. No Caravan shall be used to accommodate a number of Campers in excess of the Manufacturer's recommendations except where any child below the age of three years is accommodated in a cot.
11. Wastewater from the sink in a Caravan must be collected in a suitable container placed under the sink outlet pipe and such container must be emptied at the facilities provided by the Council for that purpose. All

other wastewater and all sewage must be emptied at the identified facilities.

12. Refuse from a Caravan must be deposited in the waste and recycling bins which are situated within the Caravan Park and which are provided specifically for that purpose.
13. Not more than two cars may be parked beside each Caravan, nominally on the right hand side of the Caravan when viewing it from the tow bar end. Cars will be allowed to park beside the Caravan and not in any other part of the Caravan Park.
14. The taking of any Boat/trailer into a Caravan Park is prohibited except with the specific prior consent of the Warden who shall have discretion on whether to refuse or permit the entry of a Boat/trailer within the bounds of the Caravan Park. Any Boat/trailer which is taken into a Caravan Park with the Warden's consent shall be parked in accordance with the Warden's directions and while in the Caravan Park shall not be used for any residential purpose whatsoever. The parking of any Boat/trailer, which it is intended to use for commercial purposes, either in the Caravan Park or elsewhere, is prohibited.
15. Musical instruments, sound and vision entertainment systems, must not be used in a manner which will cause a nuisance, particular care must be taken between the hours of 10.30 p.m. and 7.30 a.m. daily.
16. Within a Caravan Park all vehicles must comply with the Caravan Park speed limit and must remain on the roads as far as is practicable,.

Parking is permitted only in authorised parking places.

17. (a) The washing of clothes, crockery and utensils is prohibited in the toilet blocks. Hot water shall not be carried out of (a) the toilet/shower block, (b) the laundry block or (c) communal domestic washing points for any purpose.  
  
(b) Laundry must be dried at the side of the Caravan or tent or designated area.
18. Except as provided for below, access by any person to the toilet/shower block of the opposite sex is prohibited.

Children up to the age of five years old are however permitted to enter the toilet/shower block of the opposite sex when accompanied by a parent or other responsible adult.

19. Dogs must be kept under control at all times within the confines of the Caravan Park and must not be permitted to foul the Caravan Park. Any mess caused by a dog must be cleaned up expeditiously by the owner of the dog concerned or by any other party acting on said owner's behalf.

20. All Campers shall at all times conduct themselves in an orderly manner, shall not wilfully obstruct the Warden, any officer of the Council or any other person employed by the Council in the execution of any work connected with the maintenance or management of the Caravan Park and shall not annoy or disturb other visitors' peaceable use of the Caravan Park.
21. The playing of ball games and others involving balls or other projectiles or other games, which in the reasonable opinion of the Warden are a nuisance, is prohibited in the Caravan Park.
22. (a) All property not belonging to the Council is brought on to the Caravan Park at the Campers own risk. The Council shall not be held responsible for any damage thereto or theft thereof howsoever caused.  
  
(b) Any person who wilfully or negligently causes damage to any building, Caravan, tent, equipment or amenity in the Caravan Park shall be liable for the cost of making good such damage and that without prejudice to the provisions of Rules 26, 27, and 28 or to any criminal liability arising out of such act.
23. Children under 16 years of age are not permitted to camp in a Caravan Park unless accompanied by a responsible adult.
24. On arrival all patrons of Letting Caravans must register, on the appropriate form, with the Warden.
25. At the Warden's discretion a Caravan may remain in the Caravan Park after midday on the day due for departure but only provided the stance occupied by the said Caravan is not required for a newly arrived Caravan. However the owner of a Caravan which is still on the Caravan park after 6 p.m. on the day on which the Caravan was due to depart will be charged for an additional day.
26. Campers wishing to use barbecues in a Caravan Park must obtain the prior consent of the Warden and must comply with his instructions regarding site safety. Portable barbecues must be kept off all grass and wooden surfaces.
27. Failure to comply with any of the provisions contained in these Management Rules shall be held to be a contravention of the Management Rules.
28. The Warden or any other Officer of the Council authorised in that behalf may: -  
  
(a) If he has reasonable grounds for believing that a person has contravened or is about to contravene any of the Management Rules expel that person from the Caravan Park;  
  
(b) If he has reasonable grounds for believing that a person is about to

contravene any of these management rules, or having left the Caravan Park under such requirement to leave under Rule 28(a) above, enters or attempts to enter the Caravan Park exclude that person from the Caravan Park.

29. The Council may decide that a person who has persistently contravened or attempted to contravene these Management Rules and is, in the Council's opinion, likely to contravene them again, shall be made subject to an exclusion order for such period, not exceeding one year, as the Council may determine all in terms of Section 117 of the Civic Government (Scotland) Act, 1982.

30. Any person who: -

(a) On being required to leave any Caravan Park under Rule 28(a) fails to leave;

or

(b) having been excluded from a Caravan Park under Rule 28(b), enters or attempts to enter that Caravan Park,

or

(c) being a person subject to an exclusion order under Rule 29, enters or attempts to enter any Caravan Park to which such exclusion order relates.

shall be guilty of an offence under Section 118 of the Civic Government (Scotland) Act, 1982 and liable on summary conviction to a fine not exceeding such amount as may be laid down by the said Section 118.

31 In the case of Haughton Caravan Park the provisions of these Management Rules where appropriate, shall apply to all rented accommodation within the Caravan Park, the occupants thereof and their families and invitees.

32. The foregoing management rules shall, in terms of Section 112(8) of the Civic Government (Scotland) Act 1982 come into operation on the date of their execution and shall unless earlier revoked, continue in force for a period of Ten years from that date.