

Park Cliffe Camping & Caravan Estate
Birks Road, Windermere, Cumbria LA23 3PG

Park Rules – Seasonal Touring Pitches

These Park Rules are in place for the good management of Park Cliffe and the benefit of all who use it. These rules form part of the Licence Agreement that is the contract between us for your occupation of a seasonal touring pitch on the park. They should be read alongside your Licence Agreement. The Park Rules do not affect anything to which you are entitled under the terms of your Licence Agreement. The expression 'you'/your' means the Caravan/Motorhome owner and/occupier. The expression we'/us'/our' refers to the park owner and/or manager. Please make sure that anyone using the park is aware of the Park Rules.

1. Changing the Park Rules

It may be necessary or desirable to change the Park Rules from time to time, including for reasons of health and safety, the efficient running of the Park, environmental issues, local authority requirements, and/or changes in law or regulations or in the interpretation of law and regulations imposed upon us, in which case we will notify you in writing to your current address. These rules are incorporated into your agreement and breach of any of these rules is therefore a breach of your agreement with Park Cliffe Ltd.

2. Safety

You should use the park safely and should not cause danger to others.

You should obey all health and safety notices displayed on the park and act on the reasonable instructions of park staff in matters of health and safety.

3. The Pitch

You are responsible for the cleanliness of the pitch.

You are responsible for keeping the area around the Caravan or Motorhome clean and tidy.

You must not deposit refuse outside your Caravan or Motorhome. You should use the refuse bins provided.

Recycling points are available on the park and you should use these facilities where appropriate.

The erection or placing of any structure other than a touring caravan or a motorhome is prohibited.

The storage of boats or trailers is not permitted.

Electric hook up cables must be disconnected when the touring caravan is not occupied.

The water stop tap must be turned off when the touring caravan is not occupied.

4. Motor Vehicles

Only one private motor vehicle is permitted on each pitch unless authorised by Park Cliffe.

Goods vehicles and commercial vehicles are not permitted on pitches.

Motor vehicles are only permitted where the following conditions are complied with: All vehicles must conform to the Road Traffic Act and have current tax, MOT and insurance.

The provisions of the Highway Code apply to the roads on the park.

Please ensure vehicles are left in a safe position in gear with the handbrake engaged on any sloping ground on the park.

You must not keep any disused or un-roadworthy vehicles anywhere on the park. We reserve the right to remove any vehicle which is apparently abandoned.

Anyone driving on the park must hold a full driving licence. You are not permitted to give anyone driving lessons on the park and learner drivers are not permitted to drive on the park.

The speed limit on the estate is 10 miles per hour and must be strictly observed.

Drivers must not cause a nuisance through excess revving, warming up periods or otherwise.

Electric vehicles may only be charged through a designated car charging socket which are available at the main car park, as charging through your Caravan/Motorhome can present a serious fire hazard.

Quad bikes, trials bikes and powered scooters are not permitted on the park. This does not prevent you from using a disability scooter where this is required to support your disability and the relevant authority has issued you with a certificate.

5. Drainage System

You must not introduce any foreign items into the drainage system including cleaning cloths, babies' nappies, sanitary towels, condoms, cooking fat, engine oil, grease or paint.

Chemical toilet waste must be disposed of promptly at the disposal point on the estate.

6. Dogs and other animals

The keeping of any pet or animal of whatever nature is at the absolute and unfettered discretion of Park Cliffe whose consent must be requested before the pet is brought onto the site. If circumstances justify it, the consent can be revoked at any time. Breeds subject to the 'Dangerous Dogs Act 1991' are not permitted at all.

Where pets are allowed:

You must always keep any dog on a short lead on the park, so as not to be a nuisance to or frighten other users of the park.

You must clean up if your animal defecates on the park.

Do not leave your dog unattended at any time.

Please exercise your dog away from the pitches on the park perimeter where marked on the park plan.

Your Licence Agreement contains undertakings not to cause any nuisance, undue noise or disturbance. These extend to the behaviour of pets and animals.

Nothing in these Park Rules prevents you or any member of your party from bringing an assistance dog to the park, or from using the dog exactly as at home, if this is required to support a disability and Assistance Dogs UK or any successor body has issued an Identification Book or other appropriate evidence (so long as the accommodation allows pets).

7. Holiday Behaviour Standards

Occupiers are reminded that they are responsible for the conduct of their guests and family and you must make sure that all people who use or visit your Caravan or Motorhome (including, in each case, children in their party) keep to the following standards of behaviour.

To act in a courteous and considerate manner towards us, our staff and anyone visiting, using or working at Caravan, Motorhome or at the Park including other customers.

To supervise children so that they are not a nuisance or danger to themselves or other people using the Caravan/Motorhome and/or the Park.

Respect the privacy of other guests and keep noise to an absolute minimum.

You further agree not to:

1. Commit any criminal offence (whether or not on the Park or in its vicinity) which causes your name to be entered on the Violent and Sex Offender Register or causes you to be subject to a Risk of Sexual Harm Order or Child Abduction Warning Notice (or any register, order or notice succeeding these).
2. Use the Park in connection with any criminal activity or commit any other criminal offence (i.e. any offence not already subject to the clause above) at the Park or in its vicinity.
3. Commit any acts of vandalism or nuisance at the Park.
4. Keep or carry any firearm or any other weapon at the Park.
5. Use fireworks, Chinese lanterns or any similar open flame heat source on the Park.
6. Keep or use any unlawful drugs on the Park.
7. Create undue noise or disturbance or commit antisocial behaviour on the Park.
8. Respect the privacy of other guests and keep noise to an absolute minimum.
9. Carry on any trade or business from the Caravan/Motorhome or at the Park;
10. Permit anyone who is to your knowledge on the Violent and Sex Offender Register or subject to a Risk of Sexual Harm Order or a Child Abduction Warning Notice (or any register, order or notice succeeding these) to use or visit the Caravan.
11. Use musical instruments, CD players, radios, televisions and other appliances in such a way as to cause nuisance to others. No excessive noise is permitted at any time and in particular at night between 2300 hours and 0730 hours.

It is illegal to smoke or use e-cigarettes inside enclosed public buildings. Outdoor smoking areas are provided.

Open fires and ground level barbecues are not permitted. You may only use charcoal-based barbecues only, no wood or fuels that cause sparks or any similar open flame heat source. Never take a barbecue into a caravan, porch area or awning. Even if extinguished a barbecue can give off lethal fumes. Always use barbecues away from your unit, in a well-ventilated area.

You must not leave any litter on the ground. Please use the bins provided around the estate and keep the estate and facilities clean and tidy. Objects such as bicycles, fridges, bedding or anything bulky are not accepted by our refuse contractors and it is your responsibility to remove such items from the park.

Cutting or damaging trees and other vegetation is strictly prohibited, and the natural condition of trees and vegetation is to be preserved.

The tying of ropes to trees is not permitted.

You must not dig any holes or trenches on the Park.

Guests should report all accidents to reception.

Save for drugs taken in accordance with treatment prescribed and directed by qualified medical practitioner drugs are not permitted on the estate. Any person found in possession of such drugs and the rest of his or her party will be asked to leave the estate immediately and the Police will be called.

The use of generators is not permitted.

The land around the Park is private and farmed; all patrons of the Park and their visitors must not trespass on adjoining land for any purpose whatsoever. Please observe the Country Code. The exception being 'Moor How' where there are public footpaths.

You agree that if you or any of your Family Members or visitors or guests whom you have invited to the Park break the behaviour standards listed above then we may terminate your booking.

For security we lock the barrier access gates to the main park at 11pm and reopen at 7.30am. For out of office hours emergency access please contact the Duty Warden. Contact details can be found on the Reception door or call 07824 652878.

8. Fire Precautions

You must ensure that all occupants of your Caravan/Motorhome are familiar with the location of the Fire Points and the contents of the Fire Notices displayed at each point. You must not store fuels or combustible materials other than removable containers on the park.

9. Recreation

Never allow children to play near streams/rivers unsupervised as there can be areas of deep water.

Please ensure that your children always behave in a responsible manner particularly when they are cycling, roller skating, skateboarding, roller blading, using a scooter or playing ball games.

Children must not play in the play area after dusk.

Sport and games are not permitted near other pitches.

You may not use drones, powered model aircraft or any other powered flying objects on the park.

Underage drinking is not permitted on the estate.

10. Wi-Fi – Acceptable User Policy (AUP)

Wi-Fi is available and is free of charge. Our Wi-Fi can be restricted at peak periods and the service may not be the same as you are used to at home.

Acceptable Use Policy

This Acceptable Use Policy (AUP) lists the specific actions that are prohibited when using this service and applies to all customers of our wireless internet services. This Acceptable Use Policy was formulated with the goal of enhancing the use of the Internet by preventing unacceptable use. The use of our wireless internet services constitutes acceptance of and agreement to abide by all the policies set forth in this Acceptable Use Policy.

We do not monitor the integrity, accuracy or the quality of the information transmitted via the service and assume no liability to its subscribers or to any third parties for the content of such information. However, we may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong doing.

By agreeing to the AUP, you are bound by the following terms & conditions:

Any breach of this Acceptable Use Policy may result in immediate suspension and/or termination of the Services.

As a user, you hereby agree that you will not use the services for illegal purposes or to further illegal activities.

As clarification and not a limitation of the foregoing, you agree that you will not upload, download, post, distribute or facilitate the distribution of any material in any chat room, message board, newsgroup or similar interactive medium that you can access through the Services that;

- Constitutes an unauthorized reproduction of copyrighted or other protected materials or content
- Contravenes English control laws; or
- Is threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, or invasive of another's privacy
- Is harmful to minors
- Is construed to be harassing to others

Furthermore, you will not be permitted;

- To access hosts or networks without the explicit authorisation of the administration of those systems.
- To resell these services without authorisation.
- To collect personal data about a third party without their knowledge or consent.
- To breach the security of a host, network component, or authentication system without the explicit permission of the administration of those systems.
- To host any website dedicated to the sale or dissemination of pornographic materials or content and/or containing content of a sexually explicit nature.
- To monitor data on any network or system without the explicit authorization of the administration of that system or network.

- To interfere with the service of any user, host or network, including deliberate attempts to overload a server, network connected device, or network component.
- To originate malformed data or network traffic that results in damage to, or disruption of, a service or network connected device.
- To forge data with the intent to misrepresent the origination user or source.
- To send unsolicited, mass electronic mail messages to one or more recipients or systems (known as 'Spamming').
- To forge electronic mail headers (including any portion of the IP packet header and/or electronic mail address), or any other method used to forge, disguise, or conceal the user's identity when using the services ('Spoofing').

Network Security

Violations of network security are prohibited and may result in criminal and/or civil prosecution. We will co-operate with law enforcement authorities if a criminal violation is suspected. Examples of system or network security violations include, but are not limited to:

- Unauthorised access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a network or to breach security or authentication measures without express authorisation of the owner of the network.
- Interference with service to any user, host or network including, but not limited to:
Mail-bombing, Packet flooding, Deliberate attempts to overload a system, Broadcast attacks, Forging of any TCP-IP packet header or any part of the header information in an email or a newsgroup posting, Unauthorised monitoring of data and / or traffic on any network or system without the express authorisation of the owner of the system or network.

End User Rights

Neither Howsons Limited or Park Cliffe Ltd shall be liable under any circumstances for any indirect, special or consequential losses, lost profits, business interruption, information or loss of data, security breach, loss of goodwill or other pecuniary loss, including loss or damage suffered as a result of any virus, denial of the Service (DoS), spamming or hacking. Any compensation is the responsibility of the business providing the service. You are not eligible for any compensation if you cannot use the service because:

- There is a general power outage at the location
- Incoming supply issues
- Site equipment failures
- The location is undergoing maintenance
- The Service has been suspended because of a failure outside of Howson's Limited's control.

Retention of user and browsing information

Publicly available internet services must comply with The Data Retention (EC Directive) Regulations 2009, which forms part of the Anti Terrorism, Crime & Security Act 2001. All public internet providers must comply with this law.

The information stored by the provider in relation to this regulation is Name, Address, Session Times and IP Address of sites visited. The information retained must be stored for a period of 12 months.

The information you provide in relation to this regulation will be held securely. This specific information will not be used by Howsons Ltd or Howsons Ltd customers using our service for any other purpose than to comply with this regulation. We will only make this information available to the relevant authorities upon a formal request to do so. Specific information provided and retained in relation to the regulatory requirements will not be used for marketing purposes.

Park Cliffe Ltd reserves the right to revise or amend the AUP at any given time.

End user support email: hello@net-connect.co.uk

11. Facilities

The usual opening and closing dates of our facilities are provided on our website. However, the dates and times of opening may be subject to change depending on seasonal fluctuations or unforeseen circumstances. We will do our best to advise you at the time of booking of any changes at that stage, otherwise please always check prior to booking if this is important to your stay.

Please note that the Park is in a rural location. The roads and paths around the vicinity of the Park are not always lit. You are therefore encouraged to bring a torch to the Park.

January 2024