



# Owner's Rules & Conditions

Revised June 2025, V1.4



# Owner's Rules & Conditions

These rules properly reflect regulations imposed by North Somerset District Council and are applicable to all properties operated by Unity Beach (Somerset). All costs shown below are inclusive of VAT.

## 1. Brean Leisure Park Ltd T/A Unity Beach (Somerset)

Unity Beach (Somerset) seeks to adhere to the National Caravan Councils Holiday Home Ownership Scheme Code of Practice. Unity Beach (Somerset) reserve the right to add to, and revise, the rules, and conditions. Up to date copies are available from Reception and the Owners section of the website. Unity Beach (Somerset) is part of Unity Holidays.

## 2. Licence Agreement

This Park enjoys permanent planning permission as a static caravan holiday Park operation and is licenced from the 3rd Friday in February to the 2nd Sunday in December (Excluding Brean Country Club Lodges, which enjoy a 12 month holiday license). A Licence Agreement expires on 31st October. Where the licence is not renewed for the following season, the holiday home must be removed from the park by 14th December. In accordance with our licence, a holiday home may not be occupied between 4pm and 9am during the closed season. This Licence Agreement is particular to a specific pitch.

Owners must understand that their holiday home cannot be used as a permanent residence and can only occupy it for no more than 28 days at a time, not returning within 7 days and must produce satisfactory written proof to confirm the address of Owner's main residence when requested. Unity Beach (Somerset) will not accept post or deliveries on an Owner's behalf.

## 3. Holiday home standards

Only NCC approved holiday homes (currently EN1647, BS 3632 and COP501) maintained in good condition, are accepted on the Park. All holiday homes and the accessories (storage units, patios & decks) will be inspected annually on application for Licence Agreement renewal. If Owners are in breach of any of their obligations which is capable of being remedied, we may write giving you warning, specifying the breach, and asking you to remedy the breach within a reasonable and specified time. If Owners do not comply with that warning and the breach is either serious and/or amounts to persistent breaches of obligation which taken individually would be minor, but which taken together cause a breakdown in the relationship between us, we are entitled to refuse renewal and Owners may be requested to make arrangements with us for the removal of the holiday home from the Park within 28 days. The occupants of any holiday home shall not exceed the number of fixed berths available as installed by the manufacturers. Holiday homes, decks, and storage units shall not be repainted in vivid or unsuitable colours. All holiday homes must have wheels fitted and be in a moveable condition in case of fire.

Holiday home annexes, tents and trampolines are not permitted. Windbreaks/Gazebos must not remain up overnight. Flags are permitted on the holiday home pitch provided both the flag and pole are removed when the Owner is not occupying the unit or when requested to do so by Unity Beach (Somerset). On unfenced pitches, borders and ornamental flower troughs are permitted within 50cm of the concrete bases, provided they are properly maintained. Unity Beach (Somerset) will cut all grass provided it is readily accessible for heavy duty machines. Cutting of grass within fenced pitches is the responsibility of the Owner and must be maintained in line with the park standards. Fenced pitches will be checked regularly to ensure that these standards are met. Should a pitch fall below the expected standard, Unity Beach (Somerset) reserves the right to access the pitch to cut the grass and debit the Owners account. A grass cutting service is available to Owners with fenced pitches at an additional charge. Holiday homes should be kept firmly secured by chains to the lugs set into the concrete bases. Holiday home pitch letters and numbers must be kept clear, visible and firmly attached at the appropriate end or side window. If they require replacing Unity Beach (Somerset) shall, at its discretion, proceed with replacement and debit the Owner's account.

New fences around holiday homes are not permitted on the Park. Existing fences can stay in situ as long as they are in a good state of repair but cannot be modified. Fence condition surveys will be conducted on a monthly basis, Unity Beach (Somerset) reserves the right to remove fences that pose a risk to health & safety or fall below Unity Beach (Somerset) standards, a charge will be levied, and the Licence Agreement may be revoked. In any instance where fences require replacement, they will be replaced with fence panels, posts and gates of the specification laid out by Unity Beach (Somerset).

## 4. Liability

Unity Beach (Somerset) will not accept any liability for any injury, loss or damage whatsoever, which may be caused for any reason to licencees, their families, their guests, contractors or to any person staying or visiting the Park other than as a result of Unity Beach (Somerset)'s negligence. Lost property found on the Park and handed into Reception may be handed to any person reasonably identifying it as his or her property and upon giving a signed receipt for the same. Lost property will be held for 30 days.

## 5. Insurance

All holiday homes must have full all risks/comprehensive insurance cover and should be insured on a new for old basis. Details of Unity Beach (Somerset) preferred insurance provider are available upon request. If you choose another supplier, we will require the policy for us to verify and a copy must be electronically provided to Unity Beach (Somerset) to be kept on file with the Owner's Licence Agreement.

Holiday homeowners hereby authorise their chosen insurance company to furnish full details of proof of cover direct to Unity Beach (Somerset) or any insurance intermediary obtaining this insurance on their behalf and hereby consent to that intermediary verifying to Unity Beach (Somerset) the existence of cover.

## 6. Patios, storage units, and decks

Any construction work must have written planning consent from Unity Beach (Somerset) prior to any work commencing. Planning consent is granted for the pitch and not the holiday home and is therefore non-transferable. Applications can be made via completion of a Pitch Enhancement Form. Planning consent will include a pitch inspection and Unity Beach (Somerset) reserve the right to refuse any application. Any patio, storage unit, shed or deck erected without planning consent or that does not meet the required standard will be removed, a charge will be levied, and the Licence Agreement may be revoked.

Due to fire and insurance regulations only storage units, sheds decks and patios of approved size, material, manufacturers and installed by Unity Beach (Somerset) (or a company approved contractor) are permitted. A full list of approved suppliers and contractors will be made available upon request. Where a deck is erected, unused steps must be removed. Steps are not permitted to remain where they are not being used for access to the holiday home or onto the deck as this poses a safety hazard. Where an Owner has indicated they wish to keep the steps they must make provision for them to be removed from the Park immediately.

Only Decks of an aluminium or timber frame construction, finished in composite or uPVC boards are permitted. All wood decks are not allowed. All decks should be kept in a good state of repair.

Decks over 10 years old are not eligible for resale, removal and/or refitting at the point of part exchange. Decks deemed to pose a safety hazard, regardless of age, will be removed.

Wooden & non fire rated storage units are not permitted.

Storage units, as standard, are limited to one per pitch. However, requests for a second storage unit will be assessed on a pitch by pitch basis (Subject to submission of a pitch enhancement form). Requests for sheds will be considered on a pitch-by-pitch basis (Applicable to fenced pitches only). Sheds are not to be greater in size than 6 x 4 ft and must be able to be sited at least 5 m away from all surrounding holiday homes.

For the purpose of security, health & safety, sheds and storage units must be sited on and affixed to paving slabs or concrete footings. Sheds and storage units cannot be used to install dishwashers, tumble dryers or washing machines & electric extension cables are NOT permitted to be run from a holiday home to a storage unit or shed.

## 7. Hot Tubs & Paddling Pools

Inflatable swimming pools and hot tubs are not permitted on site. Fixed rigid hot tubs can only be supplied with holiday homes sold by Unity Beach (Somerset) in appointed areas of the Park subject to sufficient infrastructure being in place. We do not encourage retrofitting of hot tubs, however, Unity Beach (Somerset) will consider this on a case-by-case basis. Planning consent will be required. Where planning is permitted, Unity Beach (Somerset) reserves the right to supply and fit the unit and charge the owners account accordingly. Inflatable paddling pools, no larger than 107cm in diameter and 25cm in height are permitted, under the condition that they be erected in a gated area, such as a deck or a fenced pitch, they must be emptied and removed to storage at the end of each day. Paddling pools left out overnight pose a safety hazard and will be removed & disposed of.

## 8. Letting

Letting is permitted through the Unity Beach (Somerset) Priority Letting scheme. Owners can also privately let but must adhere to the strict terms and conditions as laid out in the Private Letting Guide; Failure to adhere to the rules for private letting will result in the Owner being removed from the private letting scheme.

Where a fixed rigid hot tub is present on a unit with a commercial letting Agreement, Government Guidance HSG282 for managing hot tubs as part of a business activity, applies and evidence of risk assessment,

management plan & suitable public liability insurance is required. NB: the Guidance does not apply to hot tubs which are used exclusively by their Owners and which are not hired out for financial reward (although we recommend it would be good practice to follow the Guidance in any event). Unity Beach (Somerset) can manage this system on behalf of the Owner at a charge of £80 per changeover billed to the Owner's account. External contractors are not permitted to maintain hot tubs on the Park.

#### 9. Sales/disposal

All Sales & Disposals are conducted in accordance with the Licence Agreement. Due to Unity Beach (Somerset)'s generous maximum age limits, NO holiday home older than 12 model years can be resold on the Park without prior inspection by Unity Beach (Somerset). Any sale conducted outside of the guidelines laid down in this code will result in the immediate termination of the Licence Agreement. Outside dealers and traders are not allowed to enter the Park, for the purpose of viewing a holiday home and negotiating a purchase, without the prior consent, in writing, of Unity Beach (Somerset).

#### 10. Winter storage

Where an Owner has renewed their Licence Agreement for the following year on or before the end of the current trading year, there is no charge for winter storage. However, should an Owner terminate his Licence Agreement prior to the 31st October, storage will become payable. Where an Owner has not renewed their Licence, they shall remove their holiday home and property from the Park before 14th January, otherwise a storage charge of £12 per day will be charged. This rule will also apply to any holiday home for which a Licence Agreement for the following year is refused. In the event of any holiday home remaining unlicensed on a pitch after 14th January, Unity Beach (Somerset) reserves the right to remove such holiday home from its site to a storage area, entirely at the Owner's risk and expense.

Thereafter, Unity Beach (Somerset) may, at its discretion, dispose of the holiday home and its contents and account to the Owner for the proceeds of such sale after having deducted all reasonable costs and expenses incurred, including a charge for the disposal of the holiday home.

#### 11. Termination of Licence and refund of Licence Agreement fee

In accordance with the Licence Agreement, Unity Beach (Somerset) reserves the right to terminate the Licence of any licensee, and any rental paid shall be refunded in accordance with the terms of the Licence Agreement.

A Licence Agreement will be deemed terminated upon the sale of any holiday home under this Licence. Owners must give notice as per their Purchase & Licence Agreement.

#### 12. Moving

Unity Beach (Somerset) reserves the right to move, re-position, re-site, or re-number any holiday home on the Park in exceptional circumstances such as an emergency or because of works carried out by Unity Beach (Somerset) or a third party. This will be carried out in accordance with the Licence Agreement, and we will give at least 28 days' notice. There will not be a charge to the Owner.

#### 13. Pitch transfers

Pitch transfers can be requested but are extremely rare and made at the discretion of the Directors. The charges levied will include moving, reconnection, gas and electric checks. The cost is a minimum of £900.

#### 14. Gas, electric, water and general services

i. 47kg gas bottles placed on an appropriate, level, hard standing such as a concrete slab are accepted.

ii. Gas cylinders should be easily removable in case of emergency and therefore must NOT be chained to the holiday home at any time.

iii. Gas cylinders and rubber hoses shall not be used inside holiday homes nor should they be stored in storage units. Rubber hoses shall not be used for connection direct to a gas appliance.

iv. The terminal supply points of all holiday homes will be checked regularly by Unity Beach (Somerset)'s electrical contractors. If upon such inspection the wire seal is found to be broken a minimum charge of £200 will be made for re-sealing and re-checking the installation.

v. Water taps shall not be left running after use. Unity Beach (Somerset) recommends that Owners turn off the ballcock to their holiday home when leaving the Park.

vi. Bins are provided for solid refuse and recycling. Their lids must be firmly closed after use. Licensees and their guests are responsible for the cleanliness of the area within a radius of 6 metres of their holiday home.

vii. It is a requirement that Owners must have a current gas and electric certificate on file with Owner Services. For the safety and security of everyone on Park these checks must be carried out by an approved contractor organised through Unity Beach (Somerset). It is a requirement by law that electric checks must be carried out every 3 years (unless letting in which this is required annually). Gas checks must be carried out annually.

#### 15. Electricity Supply Undertaking

i. By signing the Licence Agreement the Owner is aware of the maximum electricity supply available to the holiday home i.e., 15/30 amps (Total capacity up to approximately 3kw/6kw).

ii. Owners understand that a 15-amp supply, will, IN ADDITION to lighting and TV, allow Owners to install suitable low powered items for example, a low-speed kettle or clothes iron. For reference, many domestic items may safely be serviced within the limited supply.

iii. Outside lights must be fitted with energy saving bulbs.

iv. Frozen food items should not be left in the holiday home when the holiday home is not occupied. No liability for the loss of these items will be taken as the result of the power supply tripping / being turned off.

v. The supply is metered. The Owner will be charged an availability charge and usage at the rate paid by Unity Beach (Somerset).

vi. Meters will be read at the end of May, September, and January.

vii. Owners undertake that any wiring installation, or alterations, shall only be carried out by an approved contractor of the National Inspection Council for Electrical Installation contracting in accordance with the specifications laid down by the Institute of Electrical Engineers wiring regulations.

viii. Owners further undertake not to tamper with, or replace the fuses and switchgear contained in the outside terminal supply points.

ix. Anyone found to have breached this undertaking will be charged for any repairs, and may risk their Licence Agreement being revoked, and will be charged a minimum of £200.

x. Owners have been warned that should they overload the electrical supply, the wire sealed MCB/RCD contained in the outside terminal supply point WILL TRIP and that it may be several hours before the Park Electrician can inspect the Owner's equipment and replace and re-seal the unit. Owners will then be expected to pay this charge.

#### 16. Access to clubs and facilities

Membership of the clubs is restricted to Owners, their guests and/or letting guests using Unity Beach (Somerset). Annual club membership subscriptions for the holiday homeowners and a further ten guests (twelve in total) and six vehicle passes are included in the Licence Agreement fee. All other persons must be properly elected and paid-up members if they wish to use all the clubs and pool facilities (incl. Gym). Written authorisation is required from the Owner to purchase additional passes. Access to the clubs and facilities is not guaranteed.

#### 17. Behaviour Standards

It is the Owner's responsibility to ensure that all people using or visiting the park (Including children in their party) act in a courteous & considerate manner towards others. As part of our duty of care to our team, guests and Owners – Unity Beach (Somerset) operates a zero-tolerance policy on all forms of anti-social behaviour towards our team, guests and holiday homeowners. This includes physical violence (including kicking, spitting, hitting or pushing), as well as more extreme violence, verbal abuse (including shouting, swearing or insults, racial or sexual abuse), written abuse (including social media) threats and intimidation.

Failure to comply with this obligation, either serious and/or amounting to a persistent breach of obligation which taken individually would be minor, but which taken together cause a breakdown in the relationship between us we are entitled to refuse renewal, request to make arrangements for the removal of the holiday home from the Park within 28 days or (in extreme circumstances) terminate the Licence with immediate effect under section 11.1 of the Agreement.

#### 18. Vehicles

As per sections 1, 2 and 3 Road Traffic Act 1991, dangerous, careless, inconsiderate and drink driving of a mechanically propelled vehicle is an offence on a public road, and this law and all rules of the road apply on Unity Beach (Somerset). Cars shall only be Parked on the car Parks and hard lay- bys provided. They shall not be used as extra living accommodation. Parking is not permitted on the grass unless Unity Beach (Somerset) has given written permission. Cars and other property are parked entirely at the Owner's risk. Vehicles using the Park shall be suitable for service on public roads, properly maintained and MOT tested, road taxed and insured.

Learner drivers must not use the Park. All drivers/riders must be in possession of a full current driver's licence. Motor cyclists shall wear helmets as required on public roads. 'Scrambler type' motor bikes, Quad bikes, Electric scooters, 'Go Peds', Hover-boards and Segways are NOT PERMITTED. Commercial vehicles and camper vans\* are NOT PERMITTED on Unity Beach (Somerset) property. (\*camper vans are allowed at the parks touring areas). The Park speed limit is 10mph, unless stated otherwise.

#### 19. Consideration for others

i. Musical instruments, and/or music systems etc, shall not be used within audible distance of any holiday home, especially between the hours of 10pm and 9am.

ii. No outdoor fires, firearms, air pistols, air rifles, catapults or offensive weapons are permitted on any part of the Park.

iii. The use of clothes lines hung between holiday homes is strictly prohibited on all areas of Unity Beach (Somerset). Portable clothes airers and rotary washing lines may be used within the vicinity of your holiday home provided they are removed to storage at the end of each day. Any such items left out overnight pose a safety hazard and maybe removed and disposed of.

iv. BALL GAMES – Please do not play ball games near holiday homes or built-up areas. Please use appropriate areas provided.

v. BBQs – We understand that Owners may wish to use BBQs whilst on site. We request that this is done in accordance with the Unity Beach (Somerset) BBQ policy – a copy of which is available from Owners Services. A risk assessment must be completed and a hard copy retained on file. Disposable BBQs are NOT permitted. We may also restrict any BBQ facility if weather conditions deem it dangerous.

vi. Recording devices – To respect the privacy of your guests, the use of recording or monitoring devices, (including CCTV and video doorbells) is not permitted if you let your holiday home. Owners must ensure that any domestic recording device installed is done so in such a way to ensure that the privacy of neighbouring Owners, team and holiday guests is respected at all times. Therefore, any recording device must be setup in such a way so as not to record any images outside the boundary of the holiday home and should not capture images of neighbours' homes or gardens, shared spaces, public footpaths or roadways. Should any of these areas be captured, the General Data Protection Regulation (GDPR) and the Data Protection Act 2018 (DPA18) will apply, and you will need to ensure your use of CCTV system complies with these laws. Please inform Unity Beach (Somerset) if you have a device installed. The use of drones is not permitted anywhere on Unity Beach (Somerset).

## 20. Dogs

A full copy of the Unity Beach (Somerset) Dog Policy is available from Owners Services. The following dogs are not permitted on Park under any circumstances: Pit Bull Terriers, Japanese Tosa, Dogo Argentino, XL Bully and Fila Brasileiro. Dogs must wear a collar and identity tag, be always under control and on a lead whilst on the Park. There are several large exercise areas provided. The Owner must have dog insurance with personal liability cover.

Assistance dogs are permitted to enter the clubs, restaurants, arcades, shops or swimming pool areas. Well behaved dogs are welcome in the designated areas in and around the park venues – Please ask a member of the team for a list of locations. Fouling by dogs will not be tolerated. Please use dog bins provided. If a dog is prone to barking, please do not leave it unattended. Dogs tethered outside a holiday home must be supervised. The tether must not be longer than three metres. Larger dogs or those that are considered to be a potential danger will be required to wear a muzzle or lead that keeps the mouth closed at all times whilst on Park.

Dogs are allowed on the beach at Brean Sands all year round.

## 21. Frost precautions & drain down

Any holiday homes found still connected on the 14th December will be disconnected from the water supply. This will incur a reconnection charge and the cost charged to the Owner's account.

## 22. Payment of accounts

All accounts (including those on the Premier Letting Scheme) are payable monthly. Failure to pay any undisputed sum may be treated as a breach of the Licence Agreement and dealt with under section 11 of the Agreement. Further charges may apply such as re-connection to services, removal of the holiday home from its pitch to storage and re-siting of the holiday home.

Section 4 of the Agreement enables Unity Beach (Somerset) to charge interest at 3% over bank base rate per annum on any undisputed sums overdue. Please note that payments to your account will clear the oldest outstanding items first.

## 23. Trading and advertising

Trading and advertising are not permitted at Unity Beach (Somerset) without the written consent of the Directors. 'Holiday home for sale' or 'Holiday home for hire' notices must not be displayed in, or around, the holiday home, and Unity Beach (Somerset) reserves the right to remove any such notices.

## 24. Fire precautions

All holiday homes must be fitted with an A-frame, wheels, approved fire extinguisher, smoke detector, carbon monoxide detectors and a fire blanket, which can be obtained at the Owner Services team. If a holiday home is found NOT to have an approved fire extinguisher, detectors and blanket, Unity Beach (Somerset) shall supply and fit as required and charge the Owner's account. It is recommended that you fit two carbon monoxide detectors, one in the main living area and one in the hallway near the bedrooms.

## 25. Occupancy

Occupancy by persons under the age of 18 is prohibited unless accompanied by a parent or suitable aged guardian. If a holiday home is lent to friends when an Owner is not present, then the holiday home must be registered with Unity Beach (Somerset). Owners Passes are non-transferable and registered to those on the Licence Agreement. Friends of Owners may only access facilities on the Park following the purchase of a pass. In these circumstances, passes must be purchased via the Owner Services Reception in the presence of the holiday home owner on presentation of a valid photocard Owner's Pass.