#### TERMS OF USE – BALLATER CARAVAN PARK (May 2025)

**Operated by:** Ballater Community Enterprise Limited

**Location:** Ballater Caravan Park **Effective From:** May 2025

By booking and staying at Ballater Caravan Park, you agree to abide by the following terms and conditions. These are in place to ensure the safety, comfort, and enjoyment of all guests.

The word "caravan" where used in these terms of use means towed caravan, campervan or motorhome. The word "camper" where used means any visitor making use of the facilities.

# 1. Opening Season

• The park is open annually from the end of February to the end of November (subject to change by the Operator).

### 2. Length of Stay

- Maximum continuous stay: 3 weeks.
- You must vacate the park for at least 1 week before returning.
- Booked pitches not occupied by **7:00 PM** on arrival day may be reallocated unless prior notice is given.
- Pitches are selected at time of booking.

#### 3. Pitch Allocation

- Campers must use the pitch assigned at check-in.
- Moving pitches requires **prior written approval** from the Warden.
- Caravans must be parked fully on the **hardstanding** with cars and awnings within the same space. Caravans must be reverse parked to the pitch number (unless continental).
- Only 1 caravan and car per pitch is allowed. Additional vehicles must be parked in visitor areas.
- Tents must be kept 5 metres apart to comply with fire safety regulations. Children are not permitted to erect tents without adult supervision. No ball games to be played on the camping area.

### 4. Commercial Activity

- Commercial use of pitches or caravans is **not permitted**.
- No selling of goods or services on site.
- Commercial vehicles are not allowed without written consent or direct engagement from the Operator.

#### 5. Warden Authority

- The Warden is responsible for enforcing park rules.
- The Warden may refuse entry or ask guests to leave for rule violations or if their presence may cause disruption.

#### 6. Pitch Cleanliness

- Keep your pitch clean and tidy.
- Items such as BBQs, furniture, bikes, etc., must be stored under your caravan when not in use.
- Pitches must be clear of all litter upon departure. Cleaning costs may be charged to guests who leave pitches in poor condition.

# 7. Waste Disposal & Fresh Water

- **Grey water** from caravans must be collected in suitable containers and emptied at designated points.
- All sewage must be disposed of at proper waste disposal points.
- Water taps on serviced pitches may not be available during frosty periods.
- General refuse must be placed in designated bins.

# 8. Vehicles & Speed Limit

- Maximum speed: **5 mph** throughout the park.
- Vehicles must remain on roads where possible.
- Owners of Electric Vehicles are not permitted to use the electric supply. Vehicle charging points are available in the car park in the village.

#### 9. Laundry & Washing

- No washing of clothes, dishes, or utensils in toilet blocks.
- Hot water must not be removed from communal facilities.
- Use designated **laundry facilities** for washing clothes.
- Dry laundry beside your unit or in designated areas. No drying over fences, chains etc.
- No personal usage of the outdoor sinks at the toilet block for personal hygiene.

# 10. Pets

- Dogs must be kept on leads at all times.
- Owners must clean up after their pets immediately.
- Dogs must not be left unattended.

#### 11. Children

- No unaccompanied under-18s.
- Children must not play in toilet blocks or near water pipes.
- No ball games around pitches.
- Parents/guardians are responsible for their children's behaviour and safety.

### 12. Arrival & Departure

- Arrival: From 12:15 PM. Latest arrival: 7:00 PM (later by prior arrangement).
- **Departure**: By **11:30 AM**. Late departures may be arranged (fees apply).
- Pitches must be vacated, or a full additional day may be charged after 2:00 PM.

#### 13. Barbecues & Fires

- BBQs allowed with prior warden approval.
- Must be raised off grass and extinguished by 10:00 PM.
- No campfires, chimeras, log burners, generators or fireworks allowed.

# 14. Behaviour

• Quiet hours: 10:30 PM – 7:00 AM.

- No nuisance behaviour. Respect other guests and park staff.
- The Operator reserves the right to remove disruptive individuals or groups.

#### 15. Liability

- Guests are responsible for their own property and actions.
- The park is **not liable** for accidents, losses, or damages unless caused by Operator negligence.

#### 16. Bookings & Payments

- Advance bookings are recommended via website or 013397 55727.
- Deposits are non-refundable.
- Full balance payable on arrival.
- No access will be granted until full payment is received.
- Cash only accepted in person.

## 17. Changes & Cancellations

- Changes must be requested at least 21 days before arrival in writing.
- Cancellation >21 days before: Refund of balance (less £5 fee); deposit nonrefundable.
- Cancellation <21 days before: **No refund**.
- No refunds for **one-night stays** or **early departures**.

#### 18. Group Bookings

- Maximum: 3 pitches per group.
- Park is for **families and leisure use** only no commercial or employment use.
- The park reserves the right to reject or terminate disruptive bookings.

# 19. Seasonal Pitches

Applies to stances 43–92.

- Use restricted to owners and immediate family.
- No subletting or commercial use.

- Non-transferable. If caravan is sold, it must be removed.
- Maximum 2 cars per pitch.
- Keep pitches clear between visits.
- Owners must be contactable at short notice (2–4 hrs).
- Electricity metered and billed quarterly.
- Additional charges for waste services (stances 60–92).
- Seasonal fees are **non-refundable** after booking.
- No off-season storage provided.

### 20. Site Management Rights

- The Operator reserves the right to:
  - o Amend pitch allocations as needed
  - o Remove units in breach of rules
  - o Refuse or cancel bookings when required
  - o Alter facilities for safety or maintenance

### 21. Emergencies & Disruptions

- No liability is accepted for disruptions and damage to property due to force majeure (e.g., extreme weather, flooding, government action).
- In the event that the above force majeure conditions prevail and the caravan is left unattended, the owner must, if requested, be able to return to the site at 2 to 4 hours' notice to remove their caravan from the site.
- Alternatively, the owner must appoint a third party to fulfil this obligation.
- The operator reserves the right to remove any caravan if this obligation is not fulfilled.
- Seasonal users are encouraged to register with the SEPA Flood Alert System.
- The fire assembly point is behind the reception. In the event of an emergency, dial 999 for the emergency services and notify the park warden immediately.

#### 22. Contact Details

• Website: ballatercaravanpark.com

• **Phone:** 013397 55727

• Email: bookings@ballatercaravanpark.com

By entering the park, you agree to these Terms of Use. Thank you for helping us keep Ballater Caravan Park safe and enjoyable for all visitors.