

DUVAUCHELLE RESERVE COMMITTEE

DUVAUCHELLE RESERVE HOLIDAY PARK

RULES & POLICIES

28 June 2022

(These supersede any policies or rules issues prior to the above date)

DUVAUCHELLE RESERVE COMMITTEE

HOLIDAY PARK RULES

FOR ALL HOLIDAY PARK USERS

1. **Administration of Rules/Exclusion from Holiday Park:** The Reserve Committee retains the right to set rules for the operation of the Holiday Park. The Managers have full authority for the administration of these rules, and have the right to instruct anyone, at any time, to leave the Holiday Park for breaching these rules.
2. **All drugs are prohibited. Intoxicated people will not be tolerated.**
3. **Check In:** It is mandatory **that all campers check in at the office on arrival.** This is a Health & Safety requirement and allows the Managers to record campers' Stay Nights.
4. **Casuals Check Out Time:** Check out time is 10am for cabins and 11.30am for all others unless prior arrangements have been made.
5. **Speed Limit:** A 10 kph speed limit is strictly enforced within the boundary of the Holiday Park for all vehicles.
6. **Bicycles/skateboards etc:** Speed limit is 10 kph. **Helmets/protective gear must be worn – Adults as well as children.**
7. **Roads:** All roads and access ways are to be kept clear at all times in case of emergency.
8. **Parking:** Vehicles are to park within the limits of the site or in a designated area.
9. **Visitors:** Visitors' parking at busy times will be in an area designated for that purpose by the Managers. Campers must take responsibility for the behaviour of their visitors.
10. **Assistant Dogs** only are allowed in the Holiday Park. All other dogs, including those of visitors, are strictly prohibited.
11. **Noise:** Noise is to be kept to a minimum. Consider other campers at all times. **No noise after 11pm.**
12. **Tennis Courts:** Courts are not to be used after 10pm.
13. **Playground:** This is for children 12 years and under. Parents must ensure their children are adequately supervised when using the play equipment. Use of the playground is not permitted after dark.
14. **Fish Cleaning:** Cleaning of fish or fishing nets is prohibited in the area of the Holiday Park.
15. **Fires:** No fires, naked flames or fireworks are allowed in the Holiday Park area. Gas barbecues only are allowed.
16. **Fuel:** Containers of fuel, full or empty, must be stored with the camper's boat. **Fuel is not to be kept in, under or near cabins, caravans or tents.**
17. **Complaints:** If there is a problem, first discuss it with the Managers. The Reserve Committee will only consider complaints made in writing.
18. **DISCLAIMER.**

ALL CARAVANS, BOATS, BOAT TRAILERS, CARS, TENTS AND ANY OTHER PROPERTY THAT IS BROUGHT INTO OR LEFT ON THIS RESERVE IS AT THE OWNERS' RISK, AND THE CHRISTCHURCH CITY COUNCIL OR ANY OTHER PERSON ACTING UNDER THE AUTHORITY OF THE COUNCIL WILL NOT BE LIABLE FOR ANY DAMAGE OR LOSS TO SUCH PROPERTY.

FOR THOSE USING CARAVANS AND MOTOR HOMES

- 19 **Electrical Warrant of Fitness:** all vehicles/caravans must have a current electrical warrant of fitness **WHICH MUST BE DISPLAYED**. Failure to comply with this rule will result in the electricity being disconnected.
- 20 **Power Cords:** Unless prior arrangements are made with the managers, a power cord left connected whilst the van is unoccupied for more than 1 night will be removed.
- 21 **Smoke Alarms:** All vehicles/caravans must be fitted with compliant, operational smoke alarms and fire extinguishers.
- 22 **Canvas Awnings:** All canvas awnings are left up at the owner's risk. Should the awning be blown down or any property damaged, the Managers will notify the owners, and steps will be taken to make the site safe, at the owner's expense.
- 23 **Waste Water:** Waste water must be discharged into its own container and emptied at the appropriate disposal point either when the container is full or when the caravan is to be vacated.
- 24 **Temporary Storage:** Limited storage for vans is available at the east end of the playing field area. This storage is only available from Labour Weekend (October) through to Easter Weekend (March/April). A fee will be charged.
- 25 **The maximum number of people staying on any site is not to exceed 6.** This is to limit demands on the Park's ability to manage consumption and use of the facilities within the Camp.

DUVAUCHELLE RESERVE COMMITTEE

POLICIES ON ANNUAL SITES

DEFINITIONS

In these policies, unless stated otherwise:

“Fee”	Annual Site fee.
“Holiday Park”	Means the Duvauchelle Holiday Park, 19 Seafield Road, Duvauchelle.
“Emergency”	Means any situation where there is a threat to human life or property.
“Reserve Committee”	Means the Duvauchelle Reserve Committee.
“Occupier(s)”	Means the person or persons who enter into an agreement with the Reserve Committee for an Annual Site within the Holiday Park. These are the only site holders.
“Waiting List”	Means the list of people who have applied in writing to the Reserve Committee for an Annual Site, and whose names have been accepted.
“Annex”	Means an extension permanently attached to the caravan.
“Awning”	Means a removable canvas awning.

1. ALLOCATION OF VACANT ANNUAL SITES

- 1.1 **Annual Sites** remain under the control of the Duvauchelle Reserve Committee.
- 1.2 **Waiting List:** Applicants for a vacant Annual Site will be placed on a waiting list. When a site becomes available, it will be offered to the person at the top of the list. Should they not accept, it will then be offered to others in order on the waiting list. The Reserve Committee can close the list at any time.
- 1.3 **Refusal of site offered:** Should the applicants not accept a suitable site offered, then their names will be placed at the bottom of the waiting list.
- 1.4 **Changing of Sites:** Should an existing Site Occupier wish to change their site, they must apply in writing to the Camp Managers, and then their names will also be placed on the waiting list.
- 1.5 **Non-Transferable:** Sites cannot be exchanged without the approval of the Reserve Committee.
- 1.6 **Agreement Form:** On approval of an application, an Agreement Form will be signed by the Occupiers. This Agreement Form will be re-signed annually to incorporate any revision of the Rules and Policies. Forms will be filed in the Holiday Park office.

2. ALLOCATION OF OCCUPIED ANNUAL SITES

- 2.1 Should the occupiers of an Annual Site decide to relinquish their site, they must inform the Reserve Committee of this in writing. All those on the waiting list shall then be notified that the caravan and solid or canvas awning on the annual site is for sale. Should no-one on the waiting list want to buy it after 2 months, then for a further period of 1 month it can be offered to other buyers for removal. Should no-one wish to purchase it after this time, it must be dismantled and removed from the site, which must be returned to a compliant state. The 3 months allowed for this process will commence on the date the letter was accepted by the Reserve Committee.

NB: Once relinquishment of the site has been accepted by the Reserve Committee, the process cannot be reversed.

3. ANNUAL SITE FEE

- 3.1 **Amount:** The fee will be revised annually by the Christchurch City Council.
- 3.2 **Account:** The annual site fee will be payable in July of each year.
- 3.3 **Rebate of Fees:** Any rebate on fees will be paid only if the site is being relinquished.

4. STAY NIGHTS AND CAMP FEES

- 4.1 One Stay Night is now defined as the site being occupied by up to 2 people for one night, and Stay Nights are only accrued by occupiers and family, not by casual users of the site.
- 4.2 Yearly Stay Nights will accrue on a pay-as-you-go basis, from 1 July to 30 June in the next year, with a minimum of 26 that must be paid for.
- 4.3 In order to retain the right to occupy an annual site, a minimum of 16 Stay Nights must be accrued in the 12 months from 1 July to 30 June in the next year. If 16 Stay Nights are not achieved the site holder will be asked to vacate the site within 3 months as per policy 2.1 above.
- 4.4 Campers who are unable to meet the minimum requirements due to extraordinary circumstances may apply to the Committee for dispensation, which will be considered on a case by case basis.
- 4.5 The camp fee will be reviewed annually by the Christchurch City Council.
- 4.6 The Managers must be advised when a site is to be vacated for a period. The Holiday Park reserves the right to use any unoccupied site at any time as a casual site. Any occupancy of a caravan on an annual site that is organised by the Managers will not accrue Stay Nights.
- 4.7 All Annual Site holders, and additional guests, must check in on arrival, and the guests be paid for at this time.
- 4.8 **Sub-letting of sites is prohibited.**

5. TERMINATION

5.1 PROCEDURE

The Agreement may be terminated by the Occupier(s) at any time by giving written notice to

The Secretary DRC, PO Box 53 Duvauchelle 7545, or Email to: secretarydrmc@outlook.com

The Reserve Committee may terminate the Agreement by giving written notice to the Occupier(s).

If the caravan, and solid/canvas awning should there be one, is not removed from the site by the end of the 3 month disposal period, it will then become the responsibility of the Reserve Committee and may be sold. Any proceeds from the sale shall be offset against any associated expenses and/or outstanding fees owed by the Occupier(s), and any balance remaining will be paid to the Occupier(s).

5.2 REASONS FOR TERMINATION

The Agreement may only be terminated by the Reserve Committee under the following conditions:

- (a) Failure of the Occupier(s) to pay the stipulated site fees by the due date. Should the Occupier(s) be more than 2 months in arrears, they will be given notice to vacate.
- (b) Failure by the Occupier(s) to comply with the conditions of this Policy.
- (c) Failure by the Occupier(s) to comply with the Holiday Park Rules.
- (d) Site required for the development of new amenities.

6. SERVICES

6.1 ELECTRICAL

See Rule 19.

An appropriate Code of Compliance Certificate for any new work, from a qualified tradesman, will be acceptable.

See Rule 20.

By prior arrangement with the Managers, the power may be left connected at an additional daily charge.

6.2 WATER

See Rule 23.

No vehicle/caravan can be permanently connected to a fresh water supply.

7. FIRE SAFETY

See Rules 15, 16 and 21.

Caravans and awnings (both Solid and Canvas) may be removed in the case of an emergency.

8. SITE USE

8.1 CLEARANCE

There must be a 1.5m clearance from all boundaries. The manager will assist the Occupiers to position their caravan on the site, and will check that all site developments comply with the new **Site Improvements Agreement Form** (shown below), which must be completed, signed and returned to the office.

The Site Improvements Agreement form states that:

A camper may;

Install a cloth or vinyl awning which must not exceed the length, width or height of the caravan to which it is attached.

Construct a wooden awning floor no larger than the awning. It must not be mounted on piles sunk into the ground. Concrete floors are NOT permitted.

Construct a deck no longer than the awning and no wider than 1.2m. Pavers may also be used, but not exceeding the above dimensions.

Erect a temporary windbreak constructed from pipe inserts into the ground with pipe uprights no taller than 1.5m. The cloth must be attached in a tidy manner and be of an acceptable colour – a list of appropriate materials is available from the Manager. This must be removed of the site is not to be occupied for 14 days.

Construct a windbreak at the end of a deck. This must not be wider than the deck not higher than the awning. This can be covered-in trellis, windbreak cloth or a suitable windbreak material.

No permanent structures can be erected. No solid interior walls or roofs on cloth or vinyl awnings are permitted.

A storage box is allowed. It may not be larger than 1m x 1m and no wider than the caravan. The box must lie within the site boundary.

Before commencing any improvements a plan must be submitted to the Manager.

If the camper wishes to construct something that is outside the scope of the above permissible activities, they must apply in writing to the Reserve Committee including a detailed plan outlining the variation and the reasons for it. No work may commence until approval has been given. No retrospective approvals will be granted.

I understand this agreement and will abide by it.

(Signed and dated by Site Holder, stating site number)

9. MAINTENANCE

9.1 GRASS AND WEEDS

Charges for mowing and spraying around annual sites will be included on the Annual Site Fee. Arrangements may be made with the Managers to do extra mowing.

9.2 STRUCTURAL

The Occupier(s) will ensure that any structure on the site and any other site developments are maintained in a safe, secure and tidy condition at all times.

10. PARKING

Where possible the Occupier's vehicle and boat should be parked on their site only.

Parking for boats is available in a secure, lockable Boat Compound for a fee.

For safety reasons, all trailers, and boats with their motors in the down position, will be parked in an area designated by the Manager.

11. INSPECTION

The Reserve Committee reserves the right to inspect, by arrangement, any site, caravan, solid or canvas awning.