

DUNSTER BEACH HOLIDAYS LTD

BEACH RULES

THESE RULES APPLY TO ALL CHALET OWNERS
AND VISITORS.

THEY SHOULD BE READ IN CONJUNCTION
WITH THE LICENCE AGREEMENT AND
ARTICLES OF ASSOCIATION OF THE COMPANY

UPDATED:

March 2015

BY ORDER OF THE BOARD OF DIRECTORS

DUNSTER BEACH HOLIDAYS LIMITED.

NOVEMBER 2005

REVISED

JANUARY 2011

APPENDIX 1

NOTICE TO BE EXHIBITED PROMINENTLY IN CHALET

THE FOLLOWING RULES HAVE BEEN APPROVED BY THE COMPANY AND MUST BE ADHERED TO BY CHALET OWNERS AND ALL OCCUPANTS OF AND VISITORS TO THE CHALETS AT ALL TIMES.

1.1 DISPLAY

The latest summary of the Rules as contained in Appendix 1 hereof **MUST BE DISPLAYED** in a prominent position in each chalet.

1.2 DIGGING AND STONE THROWING

Digging and excavations from the sea-front banks or around the chalets may result in subsidence or encroachment of the sea, therefore digging of any nature whatsoever is strictly prohibited except on the sandy foreshore below the shingle beach. As it is costly to maintain the shingle berm, the dangerous act of throwing stones into the sea or onto the sand is also prohibited.

1.3 FIRES

No outdoor fires or barbeques of any description are allowed on any part of this holiday site or its foreshore. No petrol, gas or other flammable liquids are to be taken into the chalets. **BARBEQUE COOKING IS STRICTLY PROHIBITED EVERYWHERE ON THE COMPANYS PROPERTY.**

1.4 LITTER

Waste-paper, tins, plastics, glass etc. are to be placed in the recycling receptacles provided. Household refuse, litter and garbage is to be disposed of only in the chalet dustbins or bagged and taken to the refuse compound situated adjacent to 'C' Block Toilet to the rear of the site shop. Night slops are to be emptied into the pans provided in the toilet blocks.

1.5 OVERCROWDING

Overcrowding of chalets is strictly prohibited, the maximum number of persons allowed in occupation being six, including children of any age. Where there is more than one dog, the number of persons must be reduced by the proportion of; two dogs being equal to one person. Sleeping or camping in any vehicles anywhere on the site is prohibited. No camping tents are to be erected on the site.

1.6 FIRE REGULATIONS

Each chalet must contain:-

- 1.6.1 A modern, serviceable 1kg dry powder fire extinguisher or a similar type approved by the manager, which should be placed in a readily available and visible position.
- 1.6.2 A readily available, approved fire blanket in the kitchen area.
- 1.6.3 A battery operated smoke detector in a suitable place (ceiling or wall).

- 1.6.4 All fire equipment must be operational and in place at all times.
- 1.6.5 All contents and furnishings must comply with regulations (Fire & Safety) 1988 (given in appendix 2).

1.7 **WATER**

- 1.7.1 All hosepipe use requires the permission of the manager (to conserve water).
- 1.7.2 Washing hung outside a chalet must be hung discreetly.
- 1.7.3 The water stop taps will be turned off between 31st December and 1st March or as long as severe weather prevails. They must not be turned on without the permission of the manager.
- 1.7.4 Stop taps must be fitted below each chalet and must be turned off between 1st November and 1st March except while the chalet is occupied.
- 1.7.5 Owners shall take all steps to avoid pipes or water appliances within the chalet being damaged by frost and ice.

1.8 **DAMAGE**

Any wilful damage to the building, fittings, fences or any part of Dunster Beach will lead to prosecution. Chalet owners and tenants are requested to report any such instances.

1.9 **DOGS**

- 1.9.1 Dogs must be kept on leads at all times, except on the sandy foreshore which is washed by the tides.
- 1.9.2 Owners must ensure that their animal does not become a nuisance or annoyance.
- 1.9.3 Owners must pick up any excrement and place into the receptacles provided at various points around the beach.
- 1.9.4 In the event of any dog becoming a nuisance or not kept on a lead, the owner will be asked to remove the dog from the Company premises.

1.10 **VEHICLES**

- 1.10.1 All traffic is strictly limited to a speed not exceeding 10mph on all parts of the site.
- 1.10.2 No vehicle is to be taken onto the Berm or foreshore without the express permission of the manager.
- 1.10.3 All drivers must be authorised to drive by holding a current valid licence for the vehicle that they are in under the provisions of the road traffic act.
- 1.10.4 Children or passengers **must not** sit on the drivers lap while the vehicle is in motion.
- 1.10.5 The use of handheld mobile phones, while the vehicle is in motion is not permitted and is illegal.

1.11 **AERIALS**

No external television or radio aerials are to be erected on or near the chalets.

1.12 **BOATS**

- 1.12.1 Power driven boats, of any size, may only be launched from or landed in the recreational area car park.
- 1.12.2 Cars and trailers must be removed from the car park unless the correct fee is paid, a trailer counts as a car therefore a separate ticket must be purchased.
- 1.12.3 All possible care must be taken to avoid endangering bathers.
- 1.12.4 **JET SKIS ARE PROHIBITED.**

1.13 **NOISE**

Noise is to be kept to a minimum to preserve the peace and quiet of Dunster Beach. The volume settings of radios, TV's etc. must be kept to a moderate level.

1.14 **FIREARMS AND METAL DETECTORS**

No firearms, shotguns, air guns, projectile firing guns, catapults or metal detectors are to be brought onto the site.

1.15 **FISHING**

- 1.15.1 Fishing in the site lakes is strictly prohibited.
- 1.15.2 Permits are required to fish with nets or ground lines on the foreshore.
- 1.15.3 Fishing as above is prohibited within 500 meters of the shoreline.

- 1.15.4 Only owners and guests are permitted to fish in front of the chalets.
- 1.15.5 Fishing with rod and line from the foreshore is permitted provided the beach is left free of discarded line, bait wrappers and rubbish.
- 1.16 **INFLATABLES**
No inflatable craft/toys or airbeds are to be launched when there is an offshore wind.
- 1.17 **KITES**
To prevent accidents with power lines, kite must only be flown from the sandy beach.
- 1.18 **BICYCLES / SCOOTERS/ MOBILITY BUGGIES**
- 1.18.1 Bicycles should only be ridden responsibly (not endangering health, safety or property of other beach users).
- 1.18.2 Bicycles/buggies must only be ridden on site roads and thoroughfares.
- 1.18.3 Bicycles are not permitted on the sea side of the chalets, any grassed areas, the nature trail or any other paths through the Hawn woods.
- 1.18.4 No electric or motorised scooter shall be used on any part of the company's premises.
- 1.19 **MAINTENANCE/FENCING**
- 1.19.1 All chalet fences/hedges shall comply with the rules in **appendix 3** hereof:-

APPENDIX 2

DUNSTER BEACH HOLIDAYS LIMITED

PLEASE NOTE THAT THIS APPENDIX SHOULD NOT BE RELIED UPON AS A DEFINITIVE INTERPRETATION OF THE 'FURNITURE & FURNISHINGS (FIRE & SAFETY) REGULATIONS 1988' AND IT IS INTENDED MERELY AS AN INDICATION AS TO THE REQUIREMENTS OF THIS COMPANY, OF ITS SHAREHOLDERS AND CHALET OWNERS IN COMPLIANCE WITH RULE '6.1' OF THE COMPANY'S RULES

All furniture and furnishings contained within a Chalet from the 1st January 1997 shall comply with the following regulations:

- (i) All upholstered articles must have fire resistant filling material.
- (ii) All cover fabrics must have passed a match-resistant test or of certain kinds (such as cotton or silk) may be used with a fire resistant inter-liner.
- (iii) The combination of the colour fabric and the filling material must have passed a cigarette resistance test.

Please note:

- (a) That all covers, whether they be loose or stretch covers, have to comply with the regulation as do upholstered garden furniture, cushions, seat pads, pillows, mattresses and domestic furniture.
- (b) The regulations do not apply to sleeping bags, bed-clothes, duvets, mattress covers, pillow-cases, curtains and carpets.

Further information on the 'Furniture & Furnishings Regulations' can be obtained from the Beach Manager.

APPENDIX 3

- App 3.1 Before changing, renewing or altering fences details including a sketch drawing must be submitted to the Manager for approval prior to work commencing (disagreements will be submitted to the Board for their decision).

- App 3.2a Larch lap windbreaks must be in line with adjacent chalets.
 App 3.2b Windbreaks should never be higher than 4' (1.22m) or longer than 6' (1.83m).
 App 3.2c Surrounding fences must be no more than 3' (0.91m) high.

NOTE: Permission will only be granted if the erection of these does not impair the views or cause a tunnelling effect to adjacent chalets. Neither will they be allowed in certain areas or sections of the beach that have none of these allowed in certain areas or sections of the beach that have none of these erected at the present time as this would not be in keeping with the general appearance of the Beach.

- App 3.3 Windbreaks can be in timber (in keeping with the chalet) or UPVC
 App 3.4 All other fencing must be in 'ranch' or 'paling' style wood or UPVC
 App 3.5a Existing hedges must be trimmed to no higher than 3' (0.91m) at fence level and 4' (1.22m) at windbreak level
 App 3.5b All hedges must be kept well trimmed and not allowed to grow too wide.
 App 3.5c The sides must be trimmed in such a way that access can be gained between chalets at all times.
 App 3.5d Grasses that grow under the hedge must be cleared frequently as when this dies and dries out it increases the fire risks to all chalets.

NOTE: It is also advisable not to plant or allow hedges to butt up close to the chalet as this can be a potential fire hazard.

- App 3.6a New hedges can only be planted in locations that will allow them to grow to the maximum allowed height without impairing the views of other chalets.
 App 3.6b Large shrubs or trees must not be planted within the fenced or garden area of chalets as the roots can cause subsidence under the foundations.
 App 3.7a Fencing can be painted or treated.
 App 3.7b Fence paint must be white or cream. Permitted wood stains include light to mid brown or green. No other colours are allowed.
 App 3.7c Fences must be kept clean, tidy and well maintained.
 App 3.7d Painting or staining must be carried out bi-annually.
 App 3.8 All alterations/renewals to chalets or fencing must be approved by the Manager. If the Manager is unable to give his full approval and the Chalet Owner insists on a particular type of material or style, the matter will have to be referred to the Board of Directors at their next scheduled meeting. During the waiting period no further work must take place.
 App 3.9a Concrete blocks can be used to retain soil, no more than 6" (15cm) above existing soil/sand level. They must be painted green or dark beige.
 App 3.9b Reformite blocks may also be used in decorative grey, dark yellow or beige to the same levels in
 App 3.10 The height of all fences/windbreaks/hedges will be measured from ground level, not from the base of the chalet.
 App 3.11a Fencing cannot be extended out further than that on adjacent chalets, some Owners may be requested to bring their perimeter inwards to align with other properties.
 App 3.11b Under no circumstances may new windbreaks protrude sideways from the chalet to reduce the gap between chalets.
 App 3.12 The following types of fencing/windbreaks are strictly prohibited:-
 a) No plastic or metal chain-link fences.
 b) No metal or ornate scroll fences.
 c) No corrugated clear or opaque plastic sheeting around fences.
 d) No bricks, blocks or other solid building materials to be used as fencing.
 e) No interwoven fence panels of any kind may be used.
 1.19.1 Chalet exteriors are to be painted green as the predominant colour with white or cream as the secondary colours. UPVC cladding of a similar colour is permissible. No other colours are permitted.
 1.19.2
 A) No structural alteration of Chalets; renewal of fences; planting of hedges may be carried out prior to obtaining Manager's written approval.
 B) All applications for renewals/alterations must be in writing giving full details and include a sketch drawing.
 C) Depending on location and format, permission may be granted at Manager's discretion.
 D) In any event, fences and hedges must not be more than 3' (0.91m) and windbreaks 4' (1.22m) in height and extending no more than 6' (1.83m)

1.19.3

- A) Only environmentally friendly materials and treatments are to be used on site.
 - B) 'Creosote' is not permitted on site.
 - C) Concrete or blocks may only be used to retain soil/sand and must be painted beige or green.
 - D) 'Reformite' blocks in decorative grey, dark yellow or beige may be used for this purpose.
 - E) Permission must be sought before any building takes place.
- 1.19.4 Any work carried out on a Chalet or its surrounding area must not cause a nuisance to other Chalet Owners.
- 1.19.5
- A) No structural or major work shall be carried out on Chalets between the months of July and August or on bank holiday weekends.
 - B) No audible power tools shall be used during June and September without the written consent on the Company - such consent will only be given for emergencies.
 - C) For avoidance of doubt, such works include any major internal or external works and any major repainting.
- 1.19.6
- A) Any contractor or person being employed to work on a chalet is required to lodge a copy of their current Public Liability Insurance Certificate.
 - B) Any contractor who does not produce said certificate will be told to cease work and leave the premises of the Company.
- 1.20 **SURROUNDINGS**
- 1.20.1 All grass and weeds are to be kept cut around the Chalet.
- 1.20.2 The walkways between chalets are to be kept clear of growth and unobstructed so as to give easy access to the shore and reduce fire hazard.
- 1.20.3 No felling, lopping or cutting of trees anywhere outside of the fenced area of any chalet is to be done except by arrangement with the company.
- 1.21 **ALTERATIONS**
- No external alterations to chalets are permitted. Any proposed alterations which change the external appearance or depart from the timber construction are not permitted without prior, written consent of the Company.
- 1.22 **FLUSH TOILETS**
- 1.22.1 Installation of flush toilets is permitted inside existing Chalets.
- 1.22.2 All drainage, excavation and connections can only be carried out by a contractor approved by the Company.
- 1.22.3 The cost of such (connection) work will be met by the Chalet Owner.
- 1.22.4 Local authority building regulation approval has to be obtained and all applications must be submitted through the Manager, who will advise on requirements and responsibilities of Owners both before and after installation.
- 1.22.5 A Company supplied notice regarding items which should not be flushed down the toilet must be prominently displayed inside the cubicle.
- 1.22.6 Owners are to keep external Chalet gullies, where applicable, properly sealed and maintained.
- 1.23 **ELECTRICAL EQUIPMENT**
- 1.23.1
- A) All electrical equipment should be used with extreme care to avoid the risk of fire.
 - B) No electrical equipment should be in use between December and March, inclusive, each year when the Chalet is left unoccupied, save for lighting and refrigerator.
 - C) Between January 1st and February 28th the electrical supply shall be turned off at the master switch and should only be turned on during the periods when there is a person/s in occupation.
- 1.23.2 No meter in excess of 60amps shall be installed in any chalet.
- 1.23.3
- A) Only approved types of electric cooker or electric fan/convector/oil filled radiator heaters which comply with electricity regulations are allowed inside chalets.
 - B) Mobile 'bar' heaters and halogen heaters of any description must not be used.
 - C) **All naked flames, whether in gas/oil heaters, lamps or candles are strictly prohibited.**

1.24 OCCUPATION OF CHALETS

1.24.1

- A) Chalets can only be occupied by shareholders, their families or friends, but shall not be let out commercially for financial gain during the months of November to February, inclusive.
- B) If there is a special case, the Owner would need to apply to the Directors for permission.

1.24.2

- A) No business of any nature whatsoever (save for the letting of that specific Chalet) shall be carried out from or in any Chalet.
- B) Only discreet notices or advertisements for letting or sale of Chalets is permitted—No other advertising allowed.

1.25 BLOW LAMPS / GAS APPLIANCES

1.25.1 Blow lamps and gas appliances are **strictly** prohibited. They must never be used or stored inside the Chalets.

1.25.2 The use of an electric hot air stripper is permitted provided that the Chalet remains occupied for a minimum of 12 hours immediately after use.

1.26 DISCARDED MATERIALS / REFUSE DISPOSAL

1.26.1 Weekly refuse is collected on Saturdays. Owners are asked to take excess weekly household waste, refuse or recyclable materials and any arising from visits during the winter period, to the recycling compound located 50 meters to the rear of the Site Shop/Office.

1.26.2 It is the responsibility of the Chalet Owners to make arrangements for the disposal of Chalet structural material, furniture, equipment, fittings, and builders waste. **This must not be discarded in the recycling compound.**

1.26.3 This waste can be taken, by the Owner, to the local 'Household Recycling Centre' in Minehead, hiring a skip or 'Hippo Bag' or through the Local Council large item removal scheme.

1.26.4 Further information on waste disposal can be obtained from the Site Office.

1.26.5 Soil and builders rubble **must never** be dumped around the Beach. Removal of these materials must be dealt with in consultation with the Beach Manager.

1.27 OVERCROWDING

It is the responsibility and obligation of the Owners to ensure that the rule regarding overcrowding Chalets is strictly applied. When letting takes place tenants must be notified, in advance, of the maximum number of occupants (see rule 1.5).

1.28 INSURANCE

1.28.1

- A) It is the responsibility and obligation of each Chalet Owner to ensure that they do nothing to invalidate the insurance policy held by the Company.
- B) Owners will indemnify the Company and other Shareholders in respect of any breach of this rule.

1.28.2

- A) The Company operates a benefit scheme to make payment to Shareholders of a sum up to £250.00 in respect of any excess not covered by the Company insurance policies.
- B) Rules contained in Appendix 4, shall be applied in the event of any claim being made by a Shareholder against the Company.

APPENDIX 4

App 4.1 These rules apply to any losses sustained by any Shareholder who would have been entitled to claim against the Company insurance policy for damage to their Chalet or damage or theft of contents, but for the excess on that policy of £250.

App 4.2.1 If a Shareholder wishes to seek payment for any loss, they shall notify the Site Manager within 14 days of the Shareholder becoming aware of any loss.

App 4.2.2 The Owner shall allow immediate inspection of the Chalet and shall produce such evidence as is reasonably required that the loss or damage was caused by a risk which would have been covered

- by the Company insurance policy but for the excess of £250.
- App 4.3.1 In the event of the total claim being under £250, the Shareholder will produce evidence of purchase and value at the date stolen or damaged with estimates for the cost of repair.
- App 4.3.2 The Directors, at their absolute discretion, shall be entitled to require a second estimate.
- App 4.3.3 If the claim is adjudged to be payable, the Company shall pay the amount of the value of the property at the date stolen.
- App 4.3.4 If damaged the Company will pay the cost of the repair and/or its value, whichever shall be the lesser.
- App 4.4 In the event of damage (Chalet or item), the Company shall be entitled, at its discretion, to carry out the repair in a manner to be agreed with the Shareholder.
- App 4.5.1 In the event of the total claim being in excess of £250, and thus partially covered by the insurance policy, the Shareholder will comply with all the requirements if the insurance company.
- App 4.5.2 Failure to do so will nullify any claim from the Company.
- App 4.6.1 The Shareholder will be responsible for the first £50 of any claim.
- App 4.6.2 The Company will make payment of any claim between £50 and £250.
- App 4.7.1 No claim for theft of items between the first weekend in November and the first weekend of March in any year can be accepted.
- App 4.7.2 Similarly, no claim will be accepted in respect of any electrical item, save for an electrical cooker, electric fire or refrigerator, or any personal items or ornaments damaged during the same period (as App 4.7.1).
- App 4.8 All claims will be investigated by the Company Manager and any one Officer of the Board of Directors, and they shall endeavour to reach agreement with the Shareholder, such an agreement then to be confirmed by the Directors.
- App 4.9.1 If agreement cannot be reached the Shareholder shall attend a Special Directors meeting to be convened for the purpose and make his/her submission to the Board to enable the Directors whether or not to accept the claim.
- App 4.9.2 In this event, the Manager and Officer who negotiated with the Shareholder, shall not be entitled to participate in the decision making process, but shall be entitled to address the meeting.
- App 4.10.1 In the event of the Directors refusing a claim, the Shareholder shall be entitled to make a submission to a representative of the Companies insurance brokers or such other broker as may be appointed from time to time.
- App 4.10.2 Submissions shall be sent by the Shareholder and the Company in writing, (copies being sent to all parties) and the decision of the broker will be final.
- App 4.10.3 The cost of the broker is to be paid by the unsuccessful party within 7 days of the decision being made known.
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1.29 **LICENCE**

- 1.29.1 The Chalet Owner shall make the payment of the amount of Licence Fee determined by the Directors by 31st December of that year and shall receive the benefit of any discount allowed by the Directors for prompt payment (by 30th November).
- 1.29.2 By the 31st December of each year every Chalet Owner shall, on paying his/her Licence, confirm that:-
- A) A current IEE certificate earth test exists in respect of the wiring and electrical appliances in the Chalet.
 - B) All furniture and furnishings within the Chalet comply with the 'Furniture & Furnishings Regulations 1988'.
 - C) A smoke detector, approved fire extinguisher and fire blanket are contained in the Chalet have been checked within the previous 12 months.
 - D) They will do nothing to invalidate the Companies insurance policies.
- 1.29.3 No transfer of licence or sale of a Shareholders share will be permitted if a licence fee remains outstanding or if the Chalet does not, in all respects, comply with the licence agreement and these rules.

- 1.30.1 No vehicle (including Owners vehicles) shall be parked on the premises owned by the Company without exhibiting an authorisation pass.
- 1.30.2 Any vehicle owner found in breach of 'paragraph 1.30.1' hereof shall be liable to a charge of £30 for each contravention of the rule.

NOTES

- Note a) The Manager is authorised by the Company to see that all these rules are observed.
- Note b) Any complaint, suggestion or query can be referred to him or to any Director of the Company.
- Note c) The rules have been compiled of the enjoyment of Dunster Beach by Owners and Visitors and for the general welfare of the whole Beach. It will be greatly appreciated if all will assist the Management by adhering to them.
- Note d) Anyone in breach of the rules may be required to leave the site forthwith and the Chalet Owners licence may be revoked.

GLOSSARY OF TERMS

DUNSTER BEACH —

The area known as Dunster Beach aka **SITE** that is located **NNE** of Dunster village and **ESE** of Minehead town, and area from the fence line of Minehead Golf Course to 'Ker moor Piles' towards Blue Anchor and from the fence line behind the Hawn Lakes to Low tide level on the sea shore

DUNSTER BEACH HOLIDAYS LIMITED —

The Holding company of 'Dunster Beach' made up of 230 Shareholders.

BOARD / BOARD OF DIRECTORS —

The 12 Members elected by the 'Shareholders' to act on their behalf.

SHAREHOLDER —

Each Chalet has one share attached to it, the 'Chalet Owner' being the 'Shareholder', where the Chalet is in joint names this is a joint share holding.

CHALET OWNER —

The registered owner of the Chalet

BEACH / SITE MANAGER —

The person/s employed by the Company as Manager.

MANAGEMENT TEAM

Ms Ruth Arnold
Ms Kait Ellis

Services Manager
Services Manager

CONTACT DETAILS

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