

Part 3 Express Terms of the Agreement

This part of the written statement sets out other terms of the agreement which may be agreed between you and the site owner (in this part called the Council) in addition to the implied terms.

A. GENERAL

1. The Pitch

- 1.1 You have the right to place the mobile home on the numbered pitch detailed in Part 2 of this statement.
- 1.2 You, your family, and any visitors of yours have the right to occupy the mobile home and use any of the communal facilities on the park.

2. Position of your mobile home

- 2.1 The exact position of the mobile home will be agreed by the Council.
- 2.2 The mobile home must not be positioned closer than 6 metres from any neighbouring mobile home, or 2 metres from the roadway, or 4.5 metres from any neighbouring structure which is constructed of combustible materials (e.g., a shed).

3. Charges

- 3.1 You are required to pay to the council a weekly pitch fee. The pitch fee is for the ground rent and water supply. The pitch fee must be paid on Monday of each week.
- 3.2 You are responsible for making all other payments for Council Tax and domestic utilities in respect of the mobile home.

4. Review of Charges

- 4.1 The charges will be reviewed periodically (usually once a year) in accordance with paragraph 20 (A1) of Chapter 2 of Part 1 of Schedule 1 to the Mobile Homes Act 1983. The following will be taken into account:
 - a. The percentage increase/decrease in the retail prices index (RPI) over 12 months by reference to the last published figure as at 28 days before the review date.
 - b. Any money spent for the benefit of park occupants.
 - c. Any other relevant factors including the effect of applicable legislation.

5. Conditions and Rules

- 5.1 You must abide by the conditions and rules made by the Council.

6. What the Council undertakes to do

- 6.1 To keep the parts of the park which are not the responsibility of the Occupiers in a good state of repair and condition.
- 6.2 Endeavour to maintain all the facilities and services available to your pitch in good working order, provided that any temporary breakdown is not beyond the Council's control.
- 6.3 Insure the park against third party liability.
- 6.4 To allow you to occupy the mobile home without any interference from the Council.

B. CONDITIONS AND RULES

1. Use

- a. You must own, not rent, the mobile home.
- b. You must use the mobile home as your only or main residence.
- c. You must not sublet the mobile home or any part of it.
- d. You must not run any business from the mobile home that in the opinion of the Council may cause nuisance to your neighbours, or damage to any part of the park. You must have the Council's written permission before running any business from the park.
- e. You must not use the mobile home for any illegal or immoral purpose.

2. Maintenance

You must:

- a. Keep the mobile home in a sound state of repair and condition and keep the outside of it clean and tidy. You must also keep the pipes, cables, wire and other installations for water, gas and electricity in good repair and working order.
- b. Keep any fences, outbuildings or sheds that you have erected in a condition which is satisfactory in the opinion of the Council.
- c. Keep the garden area in a clean and tidy condition.
- d. If you fail to keep the conditions in 2a - 2c, the Council may serve you with 28 days' notice in writing to comply with these terms. If you fail to do so the Council may carry out the necessary remedial work and you will be required to pay the Council all expenses incurred.

3. Change of Mobile Home

- a. You must inform us, the Council, of your intentions to replace your mobile home and provide us with details of the size and manufacturers details of the proposed mobile home.
- b. You must not proceed with the replacement until you have written permission from the Council to proceed with the proposed replacement of mobile home.

4. Nuisance

You, or anyone living in the mobile home, must not cause a nuisance on the park.
You must not:

- a. keep possessions or materials on any part of the pitch or the park, unless they are in a shed or other building.
- b. keep rubbish on the pitch unless in a refuse bag or dustbin, and must ensure that any rubbish is removed within one week of placing in the refuse bag or dustbin.
- c. keep any animal that causes a nuisance to other residents. Dogs must be kept on a lead in all public areas. Livestock will not be allowed on the park.
- d. allow foul water to be discharged from the mobile home, except into the foul sewers.
- e. cause any nuisance or disturbance to your neighbours, or bring anything on to the park which may cause injury, damage or fire hazard, or allow anyone living in the mobile home to do so.

4. Vehicles

- a. You must not bring any commercial vehicle over 35 cwt onto the park except for deliveries.
- b. You must not drive any vehicle on the park in excess of 10 mph, or over verges, footpaths or open areas of the park.
- c. You must not carry out any vehicle repairs which involve the use of machinery which may cause noise nuisance or a fire hazard.
- d. You must not carry out vehicle repairs on any vehicle other than your own, or allow anyone else onto the park to carry out repairs to any vehicle.
- e. You must not bring any vehicle onto the park unless it is maintained in running order, and is taxed and insured as required by law.
- f. You must ask for written permission if you wish to station any boat, trailer or touring caravan anywhere on the park, and you, your family and guests, must not sleep overnight in any vehicle other than your mobile home on the park.

- g. You must park vehicles on the designated car parking areas, and must not cause an obstruction to other occupiers. You may park your vehicle on your pitch, if you have been given permission by the Council and have constructed a hardstanding in the agreed manner.
- h. The Council will remove and after seven days dispose of any vehicle brought onto the park which does not meet the requirements in 4a to 4g. You will be responsible for the costs the Council incurs in removing, disposing of and selling the vehicle. Any surplus money arising from the disposal or sale of the vehicle will be paid to the keeper of the vehicle and if you do not claim the proceeds from the disposal or sale within three months, they will belong to the Council.

5. Improvements to the pitch

- a. You must not put up any structures or lay any hardstandings, without obtaining written permission from the Council.
- b. External alterations and/ or additions to the home or to the pitch, including (but not limited to) paths, patios, driveways, sheds, conservatories and fences shall not be permitted without the prior written approval of the Council.
- c. You must not erect any structure which, in the opinion of the Council, may be a fire or safety hazard.
- d. In the event of a structure being erected without permission from the Council you may be asked to remove it. Failure to comply with the request may result in the Council removing it and you will be recharged any costs incurred.

6. Right of entry

You must allow the Council entry to the pitch at all reasonable times in order to:

- a. relocate the mobile home to another pitch or part of the park.
- b. inspect or maintain the park's electricity, water, soil supply or services.
- c. establish whether there has been any breach of this agreement.
- d. to carry out such work as may be necessary to bring the pitch or its garden into a neat and tidy condition, provided the Council has given you 28 days' notice in writing requiring you to comply with such terms.

7. Fire Equipment

- a. Any firefighting equipment in Stillwater Park, i.e. fire extinguishers, must only be used for firefighting purposes.

8. Insurance and Fire Safety

- a. You must insure the mobile home with a member of the British Insurance Association at least against liability to third parties. From time to time the Council may require you to produce a valid certificate of insurance.

- b. You must ensure that the home has an approved fire extinguisher and that you and your visitors shall make themselves aware of all the means of escape from the home to formulate your/ their own evacuation plan.
- c. No combustible items shall be stored in the void space under the home.

9. Statutory notices

- a. If you receive any notice from a statutory body or other local authority which may affect the park, you must show it to the Council immediately. You must take all reasonable steps to comply with the requirements of the notice.

10. Clearance of the site on termination of the agreement

- a. Where the agreement has been properly terminated in accordance with the Implied Terms in the Annex to Part 2 of this agreement, you must remove the mobile home immediately.
- b. If you do not immediately remove the mobile home when the agreement has been properly terminated, the Council will remove the mobile home and its contents from the park and sell these at a price that the Council considers reasonable, or otherwise dispose of the mobile home and its contents if, in the opinion of the Council, sale is not considered appropriate.
- c. Once all expenses in connection with the removal and sale are deducted, any surplus money will be payable to you. If you do not claim this within three months, the money will belong to the Council.

