

SANDYBALLS



Estate Park Rules

Preface

In these Rules:

- "Occupier" means anyone who occupies a Park Home, whether under an agreement to which the Mobile Home Act 1983 applies or under a tenancy or any other agreement.
- "you" and "your" refers to the homeowner or other occupier of a Park Home.
- "we and "our" refers to the Park Owner.
- "Company" refers to Sandy Balls Estate Ltd.
- "Estate" covers all land with Park Homes situated, owned by the Sandy Balls Estate Ltd.

These Rules are in place to ensure acceptable standards are maintained on the Park, which will be of general benefit to the occupiers, to promote and maintain community cohesion. They form part of the agreement by which homeowners occupy the pitch in accordance with the Mobile Homes Act 1983, as amended.

Any exceptions to these Rules applying to rental occupiers, holiday home owners or employees of the Company are indicated within the appropriate section of the Park Rules.

1. Statutory Authority

- a. Everyone using the Park is required to comply with the requirements of the Site Licence.
- b. Occupiers are responsible for ensuring the electrical, solid fuel, oil and gas installations comply at all times with the requirements of the local authority with the exception of rental occupiers and employees where compliance will be the responsibility of the Company.

2. Sandy Balls Estate

- a. The speed limit within the Estate is 5 miles per hour, which must be strictly observed at all times, in the interest of safety for the driver and other Park users. Only holders of a current driver's licence and insurance are permitted to drive vehicles within the Park.
- b. For the woodland area, please observe the country code. Swimming in the river is strictly prohibited.

3. The unit and condition of the unit

- a. Only Park Homes – Mobile Homes of a proprietary manufacture which conform to the definitions contained in the relevant Acts of Parliament will be acceptable.

- b. Park Homes must be kept clean and well maintained condition so that they are not detrimental to the standards maintained by the Company. The external colour and decoration must be maintained to a high standard and colours which blend in with the natural environment must be used.
- c. Where applicable wheels must not be removed, and should be maintained in such a condition as to be capable of transportation.
- d. The Park Home must not be repositioned without written permission from the Company.
- e. No external alteration of or addition to the Park Home or pitch is permitted without prior written permission from the Company to ensure that it complies with the District Council site licence.
- f. If planning permission is required for an alteration the permission must be given before the alteration is made.

4. Condition of the Pitch

- a. For reasons of ventilation and safety you must keep the underneath of your Park Home clear and not use it as storage space.
- b. No structures shall be erected or retained on the site without permission from the Company and the local council.
- c. A Park Home should not be sited within 2 metres of any carriageway or highway or within 3 metres of any boundary of the site.
- d. The Park Home shall not be within 6 metres of any other caravan or Park Home on site.
- e. You must not erect fences or other means of enclosure unless you have obtained the Company approval.
- f. You must position fences and any other means of enclosure so as to comply with the Parks site licence conditions and fire safety requirements.
- g. You must not have open fires, including incinerators. Supervised BBQs and Chimineas are permitted.
- h. You must not keep inflammable substances on the Park except in quantities reasonable for domestic use.

- i. You must not keep explosive substances on the Park, with the exception of gas bottles.
- j. You are responsible for the cleanliness and tidiness of the pitch. Any garden which has been allowed to deteriorate and is neglected will be taken over by the Company and the Occupier will be charged for the maintenance.
- k. The planting of trees is subject to the Company's approval of type and position. Trees must not be cut down or damaged.
- l. You are responsible for the management of shrubs and bushes on your pitch.
- m. Where any attention to trees or bushes is required for Health and Safety reasons the costs will be borne by the Company.

5. Storage

- a. You are permitted 2.75m² covered storage space which must be not less than 4.5 metres from any other caravan unless the whole structure is of incombustible material when the distance can be 1.5 metres. This storage should also be lockable.
- b. A garage, shed or covered storage space will be permitted between units only if it is a non-combustible construction, including a non-combustible roof. 1.5 metre space should be maintained around each unit so as not to prejudice means of escape in case of fire.
- c. Windows in storage structures shall not face towards the units on either side.

6. Refuse

- a. You are responsible for the disposal of all household, recyclable and garden waste in approved containers through the local authority service.
- b. You are invited to use the recycling and waste disposal facilities provided by the Company.
- c. The deposit of any refuse or un-roadworthy cars on the Company's land is strictly prohibited.
- d. Bulky items are the responsibility of Occupiers to arrange disposal.

7. Business Activities

- a. You must not use the Park Home, the pitch or the Park, or any part of the Park for business purposes.

- b. You must not use the Park Home or the pitch for the storage of stock, plant, machinery or equipment used or last used for business purposes.
- c. You are at liberty to work individually from home by carrying out any office work of a type which does not create a nuisance to other occupiers and does not involve other staff, other workers, customers or members of the public calling at the Park Home or the Park.
- d. Section 7 a & b of the Park Rules do not apply to employees of the Company.

8. Liability and Insurance

- a. The company and its employees and agents shall not be liable in any way for the loss, theft or damage to or from any Park Home or other vehicle or property whatsoever. The Occupier owner/Occupier agrees and covenants to insure and keep insured the Park Home and its contents with a member of the British Insurance Association against all loss or damage.
- b. All Park Homes stationed on the Park must be fully insured against usual risks.
- c. The Occupier will indemnify the Company and keep the Company indemnified from and against all actions, proceedings and claims by a third party in respect of all and any loss, damage or liability caused by or arising out of neglect or default or wilful act by the Occupier or members of their household, guests or visitors.
- d. Under no circumstances will the Company make good, accept responsibility, or liability in respect of damage, theft, loss of to any Park Home, caravan, motor vehicle or any article therein or any other equipment or property brought to or left upon the Park by the Occupier, his family or his visitors. Nothing in this clause is intended to exclude or limit the Company's liability for death or personal injury resulting from the negligence of the Company or that of its employees or agents.

9. Nuisance

- a. No Occupier shall do or permit, anywhere on the Park, any act or action which may be or become a nuisance, damage, annoyance or inconvenience to the Company, to neighbours, or occupiers of any other home on the Park or to any adjoining or neighbouring property. The Park Home shall not be used for illegal or immoral purposes.
- b. Guns, firearms, weapons, fireworks and lanterns of any type are not permitted in the Park.

- c. Pursuit of game or setting of traps is prohibited. This does not apply to officials or employees appointed by the Company.
- d. You must not use musical instruments, all forms of recorded music players, radios and similar appliances and motor vehicles so as to cause a nuisance to the other occupiers of the park between 11pm and 7am.
- e. Cycling in the Village Square is not permitted.
- f. Ball games are not permitted where Park signage indicates.

10. Services

- a. The services provided by the Company to each pitch are mains water, electricity, gas (LPG), and mains drainage. Whilst it is the intention to provide these services throughout the year the Company will not be liable for any loss or damage due to the temporary interruption of these services.
- b. You must not allow waste water to be discharged onto the ground.
- c. The use of hand held hosepipes is permitted. Where water is not metered or rated you must advise the Company of the proposed use of a water sprinkler, this may attract an additional charge.
- d. Fire point hoses may only be used in the event of an emergency.
- e. All external water pipes shall be lagged against frost. You will be liable for any loss of water due to your failure to do so or from any other failure on the section of the water service for which you are responsible – i.e. from the ground level upwards.
- f. The mains drainage is by means of Sandy Balls own underground pipe system and sewerage treatment plant. You are responsible for the sewerage connection from the ground level upwards.
- g. Please ensure that nothing is introduced into the sewerage system other than waste water and domestic sewerage only.
- h. The electric & gas meters are read quarterly and invoices submitted for payment in accordance with the cost price charged by the Company's service provider. You are responsible for electrical installation from the meter housing. All electrical work must be carried out by a recognised electrician.
- i. The gas supply is relayed from the Park's storage tanks. Meters are read quarterly and invoiced appropriately.

- j. No responsibility will be accepted by the Company for any accident, leakage or damage which may arise as a result of the connections to the site services.
- k. You are responsible for the frost protection in respect of your Park Home.
- l. All gas appliances should be fitted by a registered "Gas Safe" (or a specified body if this name is replaced) engineer and must be adapted and made suitable for LPG.

11. Occupants of the Park

- a. The Park Home may be used by the occupier and members of his permanent household and bona fide guests only.
- b. No person under the age of 50 may reside in the Park Home with the exception of rental occupiers, holiday home owners and the Company employees.

12. Pets

Only the following pets are permitted:

- a. Not more than 2 dogs. Those breeds subject to the Dangerous Dogs Act 1991 are not permitted. You must keep any dog under proper control and you must not permit it to frighten other users of the Park. You must keep any dog on a lead except in the dog exercise field and must not allow it to despoil the Park.
- b. Not more than 2 domestic cats. You must where practical not allow your cat/cats to despoil the Park.
- c. Not more than 2 birds such as budgerigars, cockatiels, cockatoos or parrots which must be kept within the Park Home in an appropriate cage.
- d. Not more than 2 domestic rabbits which must be kept within the Park Home or garden in an appropriate cage.
- e. Tropical Fish in an aquarium or cold water fish in a fish bowl are permitted within the Park Home.

13. Vacant Pitches

- a. You must not access vacant pitches and must not disturb building materials and plant.

14. Vehicles

- a. You must drive all vehicles on the Park carefully and within the displayed speed limit.
- b. A maximum of 2 vehicles per residence is permitted, provided your pitch is designated for 2 spaces. Type of vehicle to include; cars, motorbikes, motorhomes, boats or touring caravans.
- c. You must not park on the roads or grass verges or in any way which might cause an obstruction to other vehicular access.
- d. Commercial vehicles are only allowed on the Park with prior consent from the Company.
- e. Disused or un-roadworthy vehicles must not be kept anywhere on the Park. The Company reserve the right to remove any vehicle which is apparently abandoned.
- f. You must not carry out the following works or repairs on the Park:
 - i. Major vehicle repairs involving dismantling of part(s) of the engine or body work.
 - ii. Work which involve the removal of oil or other fuels.

15. Fire precautions

- a. You are recommended to have in your Park Home a fire extinguisher and fire blanket conforming to the relevant British Standard. They must be maintained in a working condition and be kept in a prominent position.
- b. You should ensure you have a smoke and carbon monoxide alarm. They must be maintained in a working condition and be kept in an appropriate position for detection.
- c. In cases of solid fuel the chimney flue and cowl must be kept in good repair and for your safety it is recommended that the chimney be swept each year.
- d. Only smokeless fuel may be used and sparks or heavy smoke must not be allowed to despoil the Park.

