

SITE RULES FOR NORTHLEAZE MOBILE HOME SITE

As referred to in Panel 1 of the Form of Proposal Notice under the Mobile homes (Site Rules) (England) Regulations 2014

1. The mobile home

- 1.1 The occupier shall maintain the mobile home in a sound, safe and habitable condition and maintain the exterior of the mobile home and the pitch in a clean and tidy condition to the reasonable satisfaction of the Council and free of litter and refuse.
- 1.2 The mobile home is to be used as a residential dwelling only and not for business or trade or for any immoral or illegal purposes.
- 1.3 Mobile homes shall not be sublet.

2. The pitch

- 2.1 Where applicable any spaces underneath the mobile home shall be kept absolutely clear and not without the consent of the Council be used for storage.
- 2.2 The planting of trees and shrubs is subject to the Council's prior agreement. Hedges, shrubs and trees on the pitch (if any) are to be trimmed as necessary to present a tidy appearance and prevent encroachment onto adjoining land.
- 2.3 All domestic refuse must be kept in approved containers (whether or not supplied by the Council) and placed at the edge of the road, or in the areas designated from time to time by the Council, on the appropriate days for collection as advised by the Council. Containers are not to be over filled and nothing is to be done which causes, or is likely to cause, or encourage, the presence of pests or vermin.
- 2.4 The occupier shall not carry out any structural alterations or improvements to the pitch, which includes the erection or construction of porches or additions to the mobile home, without the prior written approval of the Council as site owner (such consent not to be unreasonably withheld) and no such alterations or improvements shall be carried out without first obtaining all relevant third party (including planning or building regulation) approvals, consents or certificates.

3. Fire safety etc.

- 3.1 The occupier must not interfere with the fire fighting apparatus on the site and must take all reasonable precautions to prevent a fire including complying with all reasonable fire regulations in accordance with any statutory regulations or guidance issued from time to time by the Council or any competent fire authority.
- 3.2 The occupier must provide a fire extinguisher in the mobile home of a type and capacity approved by the Wiltshire Fire & Rescue Service. The fire extinguisher must be maintained in a serviceable and efficient condition.
- 3.3 The occupier agrees to insure and keep insured the mobile home and its contents against loss or damage.
- 3.4 The occupier must not burn any material, light any fire or bonfire or leave or store any flammable or potentially explosive items or material anywhere on the pitch or the site which

may, or in the reasonable opinion of the Council or any competent fire authority, be likely to, present a fire hazard.

- 3.5** The occupier is not to keep more than 4 (liquid petroleum, propane or butane) gas bottles on the pitch. Any bottles are to be stored upright in a secure location and may only be used, stored or disposed of in compliance with current health and safety codes of practice or regulations.

4. Electricity and gas services

- 4.1** The occupier must not tamper with or interfere with or damage any cable, conduit or apparatus provided by the Council on the site which affords a supply of electricity or gas whether to the mobile home or any other property, and all such cables, conduits and apparatus shall (unless otherwise notified to the occupier) remain the property of the Council.

- 4.2** The occupiers are responsible for and shall ensure that the electricity and gas installations and appliances situated on the pitch or within the mobile home which serve the mobile home are maintained in a safe condition at all times and regularly inspected by a competent, and suitably qualified 'Electrical Safety Register' (or equivalent) registered electrical contractor. Gas installations are to be tested annually by a 'Gas Safe' (or equivalent) registered gas installer;

- 4.3** The Occupier shall within 14 days of written demand provide the Council with a copy of any relevant safety certificate or such other information as the Council may reasonably require.

5. Vehicles

- 5.1** The occupier shall have the right to use one parking space (which may be designated from time to time by the Council) for the purposes of parking a single domestic motor vehicle.

- 5.2** No commercial vehicles are to be parked on the site or the pitch overnight and under no circumstances should any vehicle in excess of 3.5 tonnes unladen weight be permitted on the site.

- 5.3** All other vehicles belonging to the occupier, its family or visitors must be parked within the designated parking areas and shall not be parked so as to cause an obstruction or nuisance.

- 5.4** Not to park any unroadworthy, uninsured or untaxed vehicles anywhere on the site. Any unroadworthy vehicle or any vehicle on the site or within the parking areas which does not have a current road fund licence will be deemed to have been abandoned. The occupier shall not (without the prior written agreement of the Council not to be unreasonably withheld) be entitled to keep any vehicle subject to SORN (Statutory Off Road Notification) anywhere on the site.

- 5.5** All vehicles must be driven carefully on the site and are not to exceed the speed limit for the site of 5 miles per hour.

- 5.6** No works other than minor works of repair or emergency maintenance shall be carried out to any vehicle on the site.

5.7 No trailers, touring caravans, boats or any other vehicle (unless allowed under 5.1 and 5.3 of these site rules) shall be left or be permitted to be brought onto or to remain on the site.

6. Conduct

6.1 The occupier shall not do anything which causes or may reasonably be deemed likely to cause nuisance, annoyance, harassment, alarm or distress to any resident or visitor to the site or anyone engaging in lawful activity in the site or the locality.

6.2 The occupier shall not engage in threatening or abusive conduct or behaviour or threaten violence, or use foul or abusive language towards any resident, visitor to the site or anyone engaging in lawful activity in the site or the locality (including any officer, agent or contractor of the Council).

6.3 The occupier shall not engage in any immoral or criminal activity in the site or commit any indictable offence in the locality.

6.4 Not to wilfully obstruct or interfere with the lawful activities of any agent, contractor or officer employed by the Council whilst on the site or in the locality.

6.5 The occupier is responsible at all times for the conduct and behaviour of his/her visitors, members of its household and family including any children in its custody and care whilst on the pitch and/or site.

6.6 The occupier or members of its household are not permitted to operate CCTV (Closed Circuit Television Cameras) or other surveillance devices or apparatus (whether covert or otherwise) outside of any mobile home or on any pitch or on any part of the site.

6.7 No commercial enterprise, trade or business activity may take place on the site or the pitch without the prior written permission of the Council.

6.8 No commercial or trade building plant, equipment and materials are permitted to be stored or held on site or on the pitch without the prior written consent of the Council.

6.9 Occupiers must obtain the written permission of the Council to keep more than one domestic animal per pitch. Permission shall not be required for any Approved or Registered Assistance Dogs.

6.10 No non-domestic animal (including fowl) is allowed unless written permission is granted by the Council. All occupiers who have permission to keep animals must ensure that such animals are kept under control at all times so as not to cause a nuisance or danger and clear up any fouling caused by their animal on the site.

6.11 Musical instruments, hi-fidelity equipment, radios, televisions or other appliances, including those within or forming part of any motor vehicle, must not be used so as to cause a nuisance or annoyance to other residents of the site especially after 10.30pm and before 8.00am.

6.12 No access to vacant pitches is permitted and occupiers shall not interfere with pitches or any buildings, structures and materials on any other pitch at any time unless authorised by the Council in writing or the occupier of the other pitch.

6.13 Not to leave any property or items unattended either on the site or in any case so as to cause an obstruction, nuisance or annoyance to anyone using the site. Any such property or items may if the Council considers it reasonable to do so be removed and disposed of by the Council (whether by sale or destruction) in accordance with the Local Government

(Miscellaneous Provisions) Act 1982 or the Tort (Interference with Goods) Act 1977 or as otherwise permitted by law.

- 6.14 The garage block is for the storage of non-commercial motor vehicles or cycles only.
- 6.15 All hedges, shrubs and trees on the site (except those within the curtilage of individual pitches) are the responsibility of the Council and any such trees and shrubs may not be lopped, topped, felled, removed, damaged or interfered with by anyone other than the Council or its agents or contractors.

7. **General**

- 7.1 For the avoidance of doubt any requirement on the occupier in these site rules not to do something is to be treated as a requirement not to cause, allow, permit, incite or encourage that thing to be done by another person.
- 7.2 In these site rules references to “the site” includes a reference to “the pitch” where the context so permits.
- 7.3 Where there is any breach of these site rules the Council (so far as it is permitted to do so in law) may seek to recover any costs or expenses incurred in responding to, remedying or enforcing any breach and in making good any damage caused to any part of the site by reason of any act (wilful or otherwise) or negligence on the part of any occupier, member of the occupier’s household or licensee.
- 7.4 The Council, its employees and agents, shall not be responsible for the loss or theft, or damage or loss to, or theft from any mobile home or other vehicle or property whatsoever and the occupier shall indemnify the Council and keep him indemnified from and against all actions, proceedings and claims by third parties in respect of all and any loss damage or liability caused by or arising out of any neglect or default (including any breach of these site rules or any non-enforcement of the same) or wilful act of the occupier, members of its household and family or licensees (including children).
- 7.5 Nothing in these site rules shall confer any obligation on the Council to carry out any inspection, undertake any works in default or procure any certificate and nothing in these site rules shall be taken to be an acceptance or acknowledgement by the Council of any liability or responsibility on the part of the Council Occupier arising from any failure of the occupier to comply with any site rule.