

# **PARK RULES FOR WHITEHOUSE RESIDENTIAL PARK**

## **Introduction**

The following rules are in place for the good management of the Park and the benefit of all who use it. These rules form part of the Agreement by which you occupy your pitch in accordance with the Mobile Homes Act 1983 (as amended)

The rules are designed to ensure that all park home residents may live peacefully in unspoilt surroundings and have not been compiled to place unnecessary restrictions on residents. We are sure that, provided the rules are accepted in the right spirit, our Park will continue to be a happy community.

In these rules:

- "occupier" means anyone who occupies a park home, whether under an Agreement to which the Mobile Homes 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

None of these rules is to have a retrospective effect. Accordingly:

- They are to apply only from the date on which they take effect, which is **28<sup>th</sup> December 2018** and
- No occupier who is in occupation on that date will be treated as being in breach due to circumstances which were in existence on that date and which would not have been a breach of the rules in existence before that date.
- A copy of the Park Rules can be provided upon request from Simon or Sarah Gelderd on 01524 793832.

## **Complying with the Park's Site Licence**

1. Occupiers must not do, or allow to be done, anything which might breach any of the conditions of the park owner's Site Licence. A copy of the current Site Licence can be provided upon request from Simon or Sarah Gelderd on 01524 793832.

## **Condition of the Home**

2. Homes must be kept in a sound state of repair and capable of being moved. Periodic professional inspections will be carried out to all new homeowners from the date of these rules to ensure this. Any occupier wishing to replace their existing park home with a new home must first obtain the written agreement of the park owner (which will not be withheld unreasonably).
3. You must not depart from the mobile home's original external colour and finish.
4. External contractors employed to carry out any work to the home should be competent and insured to do the work proposed by you in order to maintain a safe environment on the Park.

## **Condition of the Pitch**

5. For reasons of ventilation and safety the underneath of the home is to be kept clear and not used as storage space.

6. Private gardens, where permitted, must be kept clean and tidy. Fences or other means of enclosure are not allowed without the approval of the park owner (which will not be withheld unreasonably provided they are in keeping with the park), and positioned so as to comply with the park's site licence conditions and fire safety requirements.
7. You are required to maintain and paint all fences on your pitch.
8. Occupiers must not, without the prior written consent of the park owner (which will not be withheld unreasonably) carry out any of the following:
  - Paving or hard landscaping, including the formation of a pond;
  - Planting, felling, lopping or pruning of any trees; or
  - The erection of any pole, mast, wire, dish or communication receiving equipment.
9. External fires, including incinerators and BBQ's are not allowed.
10. Occupiers must keep any footpaths on the pitch in a good and safe state of repair and condition.
11. No flammable or explosive substances may be kept on the occupier's pitch except in quantities reasonable for domestic use. All types of fuel storage, protection and screening must be approved by the park owner before purchase or construction and be capable of removal by the park home owner on vacation of the pitch. This is to adhere to fire safety regulations.

### **Sheds, Porches, Etc**

12. Porches, garages, outbuildings, fuel bunkers or other structures on the pitch are only permitted with the prior written consent of the park owner (which will not be withheld unreasonably) and where permitted must be of non-combustible material and of a design, size and standard approved by the park owner. They must also be maintained in good repair and appearance.
13. A maximum of two storage sheds are permitted on each pitch. The design, size and standard of the shed must be approved by the park *owner* in writing, and so positioned as to comply with the Park's Site Licence conditions and fire safety regulations.

### **Refuse**

14. The Occupier is responsible for the disposal of all household, recyclable and garden waste in bags and containers approved by Wyre Borough Council through the Local Authority Collection Service. Bags and containers must not be overfilled and must be placed on the side of the road for the Local Authority's regular collections.
15. No refuse may be put out the night before collection dates.
16. The deposit of any refuse or unroadworthy vehicles on any part of the park owner's land, including any individual pitch, is strictly prohibited.
17. You must not introduce any foreign items into the drainage system including cleaning cloths, babies' nappies, sanitary towels, condoms, cooking fat, engine oil, grease or paint.

## **Commercial Activities**

**18.** No commercial enterprise or business activities may take place on the Park. "Business activity" also includes the overhaul and repair of vehicles for commercial purposes, mobile catering vans, eg grocery, fast food etc. Occupiers must not use the park or the home for storage of stock, plant, machinery or equipment used or last used for any business purpose.

**19.** Occupiers are at liberty to work individually from the park home by carrying out any office work or a type which does not create a nuisance to other occupiers and does not involve other staff, **workers**, customers or members of the public calling at the home or the park.

**20.** Occupiers must not park or allow parking of commercial vehicles of any sort on the park, Including;

- Light commercial or light goods vehicles as described in the vehicle taxation legislation and
- Vehicles intended for domestic use but derived from or adapted from such a commercial vehicle (with the exceptions of commercial vehicles operate by the park owner and their family)

## **Liability and Insurance**

**21.** The park owner, their employees and agents are not liable for actions resulting in death or injury unless arising from their own negligence or other breach of duty.

**22.** Occupiers must insure and keep the park home insured with an organisation that is registered with the Financial Services Authority against loss or damage by fire and liabilities to other people and property.

**23.** Occupiers must produce a copy of their insurance policy to the park owner annually.

**24.** Occupiers must provide a Gas Safety Certificate to the park owner bi-annually.

## **Nuisance**

**25.** Occupiers must not do, or allow to be done, anything on the park which may:-

- (i) be or become a nuisance to or cause annoyance, inconvenience or disturbance to, the park owner or anyone else who lives on or uses the Park;
- (ii) cause damage to any property belonging to the park owner or anyone else on the Park, or to any adjoining or neighbouring property and must not use or permit the park home to be used for illegal or immoral purposes;
- (iii) be a criminal offence.

**26.** Occupiers are responsible for the conduct of their visitors including children who must not be permitted to play around any public building, on the car park or In the area of the entrance to the Park.

**27.** Musical instruments, CD players, radios, other appliances and motor vehicles must not be used to cause nuisance to others, especially between the hours of 10.30pm and 8.00am.

### **Pets**

28. No pets with the exception of not more than 1 dog (other than the breeds subject to the Dangerous Dog Act 1991 which are not permitted at all) are permitted. A dog must not be permitted to frighten other residents. When moving around the park, a dog must be kept on a leash not exceeding 1m in length.

### **Water/Electricity/Gas, Etc**

29. You must not permit waste water to be discharged onto the ground.
30. Where water is not separately metered or rated at the park home, the use of hoses is forbidden without the prior approval of the park owner, except in case of fire.
31. Fire point hoses may only be used in the case of a fire.
32. **All** external water pipes must be lagged by the occupier against potential frost damage; the park owner will not be liable for any loss of water due to the occupier's failure to do so, or from any other failure on the section of the water service for which the occupier is responsible, ie from ground level upwards.
33. The occupier is responsible for the sewerage connection from ground level upwards, for electrical connections and gas connections from the meter housing.
34. The occupier is responsible for ensuring that electrical, solid fuel, oil and gas installations comply with the requirements of the relevant legislation.
35. You are responsible for ensuring that all work on gas, electricity and water systems must be carried out by suitably qualified, competent persons.

### **Occupants of the Park**

36. There must be no hiring, subletting or parting with possession of the whole or part of the park home or pitch.
37. No persons under the age of 55 may reside in the park home with the exception of the park owner or their family.

### **Vacant Pitches**

38. Access is not permitted to vacant pitches.

### **Vehicles**

39. Please give priority to vehicles accessing Whitehouse Residential Park from the AG.
40. **All** vehicles must be driven carefully on the Park and not exceed the displayed speed limit.
41. Parking is not permitted on Park roads or grass verges.
42. The park owner will not be liable for any thefts or damage of any vehicle left on the Park, unless arising from their own negligence or other breach of duty.

43. **All** vehicles must be parked in authorised parking spaces. Visitors must park their vehicle in the car park reserved for visitors which is signposted at the top of the residential park.
44. **All** vehicles driven on the Park, must be taxed and insured as required by law (Road Traffic Act) and be in a roadworthy condition.
45. **All** drivers on the Park must hold a current driving licence for the category of vehicle being driven.
46. **Touring** caravans/campervans must not be parked on the Park and may only be parked in the carpark with the written consent of the park owner.
47. Disused/unroadworthy vehicles must be removed from the Park and the park owner reserves the right to remove any vehicle which is apparently abandoned.
48. **No** major vehicle repairs are permitted on the park owner's land. Motor oils and other fuels of that nature must not be discharged into the drains or onto the roads or car park.
49. Occupiers are permitted no more vehicles than the maximum number accommodated on the pitch. No more than one motor vehicle is permitted to each home unless agreed in writing by the park owner.

#### **Fire precautions**

50. The park home's chimney flue and cowl must be kept in good repair. Sparks or objectionable smoke should not be discharged.

#### **Miscellaneous**

53. Within 28 days of the Agreement coming to an end (however this may occur) the occupier must arrange, at their own expense, for the disconnection and removal of the park home from the pitch and the Park and leave the pitch clean and tidy. You are responsible for ensuring that the park home is removed by a competent, experienced contractor.
54. Firearms, explosives, crossbows or other offensive weapons of any description must not be used on the Park. Guns must only be kept in the park home with a valid licence from the appropriate Police Authority and the written consent of the park owner. They must be stored in accordance with that licence.
55. It is forbidden to interfere with or disturb any flora or hedgerow on the park and you must not litter public places and paths.