



Basingstoke
and Deane

Attwood Close Mobile Home Park



Site Rules

SITE RULES FOR ATTWOOD CLOSE MOBILE HOME PARK (“the Park”)

The following Site Rules are intended to ensure that acceptable standards are maintained on the Park for the benefit of residents generally, and to promote and maintain community cohesion on the Park.

These Rules form part of the terms of the occupation agreement between the Park owner and each resident living on the Park, and must be followed to ensure that good order is maintained on the Park at all times for the benefit of all occupiers.

Introduction

These rules will not have retrospective effect, meaning that they will only apply from the date on which they take effect. No occupier who is in occupation on that date will be in breach of these rules by reason of any circumstances known to the Park owner which were in existence on that date and which would not have been a breach of the previous Park rules.

These rules also apply to the Park owner, any employees of the Park owner, or any family members of the Park owner or its employees, where such persons live on the Park.

Definitions

In these rules:

“occupier” means anyone who occupies a park home on the Park, whether under an agreement to which the Mobile Homes Act 1983 (as amended) applies, under a tenancy agreement, or under any other form of agreement;

“you” and “your” means the occupier or occupiers of a park home on the Park; and

“we”, “us” and “our” means the Park owner.

The Pitch

1. Private gardens must be kept neat and tidy. Fences that form the boundary between adjacent homes are not permitted at a height of more than 1 metre. You must obtain our approval (which will not be unreasonably withheld) before erecting any fences, hedges or other boundary structures. Any such structures must be positioned so as to comply with fire safety requirements. Gardens must be left intact when you vacate your pitch.
2. You must ensure that any trees and hedges on your pitch are regularly pruned. Hedges and plants along the boundary must be no higher than 1 metre and must be pruned in order to maintain at least 1 metre clear space between the hedge and the home or any combustible structure or other plants. Hedges and plants must not grow beyond the front boundary fence into the roadway.
3. If you or your visitors cause any damage to any site boundary fence or structure we will carry out necessary repair or replacement and will charge

you the cost of such repair or replacement, together with a reasonable administration fee.

4. You are not permitted to keep any flammable substances on the Park except for your reasonably necessary domestic use. Where solid fuel is used it must be stored in a non-combustible bunker, designed and constructed for this purpose, which must be sited not less than three (3) metres from any home on the Park. Only smokeless fuels may be used on solid fuel appliances.
5. For health and safety reasons you may not store any items underneath your home at any time. If your home has a brick skirting underneath it, a hatch or access door must be fitted to the skirting to allow access to the underside of the home.
6. For the safety of occupiers, bonfires, paraffin heaters, incinerators, pyrotechnics and other external fires are not permitted on the Park. Barbecues are permitted provided they are used at least 6 metres from any neighbouring home, and the relevant occupier has taken adequate firefighting precautions.
7. The installation of new or replacement wood burning stoves will not be permitted. Existing chimneys must be swept at least once a year to reduce the risk of a chimney fire, and you must upon request provide us with satisfactory written evidence of sweeping to an acceptable standard.
8. No explosive materials may be kept on the Park.
9. No guns, firearms or other offensive weapons may be kept on the Park except where you hold a valid licence from the appropriate authority. In such case you must take all necessary precautions to keep the weapon stored safely. No such weapons may be used on the Park at any time, even where you hold a valid licence.
10. You or your guests must not damage, remove or interfere with any equipment, property, flora or fauna on the Park which is owned by us or by any third party.
11. You must ensure that your visitors comply with the Park rules and do not do anything on the Park which may cause a nuisance to us or to others.
12. You are responsible for ensuring that all electrical and gas installations and appliances in your home, including its connections to the Park's supply, are safe and must be designed, installed, tested, inspected and maintained in accordance with the provisions of the current relevant statutory requirements. Any work on electrical or other installations and appliances in your home shall be carried out only by persons who are competent to do the particular type of work being undertaken, in accordance with current relevant statutory requirements
13. Save for those items specifically included within statutory implied term 22(c), you are responsible for ensuring that your pitch is maintained in a safe and accessible condition at all times.

14. You are responsible for providing a receptacle to receive post. This can be either a letter box in a door to your home or a box located in a suitable location on your pitch, but is not to be mounted on the fence.

Condition of the Park Home

15. You must maintain your park home in a sound state of repair and condition (including being capable of movement from one place to another without undue risk of damage) at all times.
16. If you wish to carry out improvements or alterations to the exterior of your home or pitch you must make a written request to us in advance, setting out the details of the proposed improvements along with plans/sketches of the proposed improvements. No improvements or alterations may be carried out to the pitch or to the exterior of the home without our prior written permission, which will not be unreasonably withheld.
17. You must maintain the exterior of your park home in a clean and tidy condition. Where the exterior is repainted or re-covered, you must use white, light pastel colours or neutral tones.
18. You may install personal CCTV monitoring equipment to your home, provided that you can demonstrate to our satisfaction that it does not cover any area other than your own pitch and that it is installed in accordance with best practice. We and other agencies authorised by us or by law may inspect the equipment upon giving you not less than 24 hours' notice. You are entirely responsible for the usage of any such equipment, for compliance with all relevant legislative requirements (including the General Data Protection Regulation), and for any civil or criminal sanctions which may arise as a result of any failure by you to comply with such requirements.
19. You must insure and keep the mobile home insured with an organisation that is registered with the Financial Conduct Authority against loss or damage by fire and liabilities to other people and property. You must produce a copy of the insurance policy to us upon request, together with any evidence that we may reasonably request as proof of insurance.

Replacement of The Park Home

20. You have the right to replace your park home with a new or second-hand park home. Any replacement park home brought onto the Park must:
 - a. Comply with the statutory definition of a "caravan" under s.29 of the Caravan Sites and Control of Development Act 1960, as amended by s.13 of the Caravan Sites Act 1968; and
 - b. Comply with the latest British Standard 3632 for residential park homes, or any equivalent standard which may replace it.
21. You may not bring a replacement home onto the site without our prior permission in writing. Before such permission will be given, you must provide us with details of the make, model, year of manufacture, specification and size of the home you intend to buy, together with satisfactory evidence of compliance with the above requirements. You should not commit yourself to

buying a replacement home until you have received written permission from us.

22. You must agree with us in advance (and in any event not less than 14 days prior to delivery) the date and time for delivery of any replacement park home. All park homes must be delivered and installed during normal business hours.
23. You are responsible for removing your existing park home from the Park prior to any replacement park home being stationed on the Park. Any contractor transporting any park home on the Park must be competent to do so and must carry adequate insurance against the risk of damage to property or injury to persons while working on the Park. You must provide us, at least 14 days prior to your park home being moved, with the name, address and contact details of your proposed transport contractor, together with evidence that they are adequately insured. We will not allow any transport contractor to enter the Park unless this information has been provided to us.
24. We will be responsible for disconnecting your existing park home from, and connecting your replacement park home to, the Park's services and we are entitled to charge you for the reasonable costs involved in this, including the costs of employing suitably qualified contractors.
25. All park homes stationed on the Park must be sited:
 - a. Not less than 6 metres from any other park home;
 - b. Not less than 2 metres from a road or parking area; and
 - c. Not less than 3 metres from the site boundary.

We will not permit any park home to be sited on the Park if it does not comply with the above requirements. It is your responsibility to ensure that the home is sited safely and correctly, in compliance with the above requirements and in accordance with industry guidelines; if we believe that the home has been sited incorrectly or unsafely we may require you to re-site the home correctly, or we may re-site it ourselves and charge you for the reasonable costs involved in this, including the costs of employing suitably qualified contractors.

Sheds and Other Structures

26. You must obtain our written permission to erect any shed or other structure on your pitch, or to alter or move any existing shed or structure. Only one storage shed or other structure is permitted per pitch. The size, type, material, location and design of the shed must be approved in writing in advance by us (which will not be unreasonably withheld). No shed which exceeds 8 feet (2.44 m) in length, 6 feet (1.83 m) in width or 7 feet (2.14 m) in height will be permitted. It is your responsibility to ensure that your shed is adequately maintained and kept in a neat and tidy condition at all times.
27. You must not make any alterations to any shed or other structure on your pitch without our prior consent in writing, which will not be unreasonably withheld. Alterations might include electrical or plumbing connections. Electrical connections must be tested by an NICEIC approved contractor, and a copy of their safety certificate must be provided to us.
28. Any shed or other structure erected on the pitch must be made of non-combustible material, and must comply with fire safety requirements.

29. External toilets and/or washing facilities are not permitted on the Park.

Refuse

30. You are responsible for the disposal of your household waste, including garden and recyclable waste. Waste must be deposited in the appropriate bins or containers, which must be left in the correct location for collection on the appropriate day. Containers must not be overfilled. Where possible, bins and recycling containers should not be stored or placed within 6 metres of a neighbouring home or next to the electrical distribution boxes or fire points which are located around the Park.

Business Activities

31. You are not permitted to carry on any business activities from your park home, the pitch or any other part of the Park, and you must not use the park home, the pitch or the Park for the storage of stock, plant, machinery or equipment used or intended for any business purpose.
32. You may 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.
33. Your mobile home must not be hired, sub-let or rented to paying guests.

Noise Nuisance

34. Musical instruments, music players and other appliances must not be used in such a way as may cause a nuisance or disturbance to others, particularly between the hours of 10:30 p.m. and 8:00 a.m.
35. In consideration to all residents, grass cutting should not take place before 10:30 am on Sundays.
36. The playing of outdoor games on the Park is prohibited.

Pets

37. You may not keep any pet or animal in the park home or on the pitch or the Park except for the following:
- a. Not more than two dogs. Dogs must be kept under proper control (on a leash not more than 1 metre in length) while on the Park, and must not be permitted to upset or cause a nuisance to other users of the Park. Dogs must not despoil the Park, and you are responsible for disposing safely and hygienically of any waste. No dogs of a breed which is subject to the Dangerous Dogs Act 1991 or similar legislation are permitted on the Park; and/or
 - b. Not more than two domestic cats. Cats must not be permitted to upset or cause a nuisance to other users of the Park, and must not despoil the Park; and/or

- c. Other types of small domestic animal (e.g. birds, fish, etc.) which are commonly kept as pets in England, and which must be securely housed in a cage, aquarium or similar facility so as not to upset or cause a nuisance to other users of the Park and kept at all times inside the park home.
38. These rules do not have retrospective effect. If you were permitted to keep a pet on the Park under any previous rules you will not be treated as being in breach when these rules take effect. However, when the pet dies or leaves the Park it can only be replaced if this would comply with these rules.
39. Nothing in these rules prevents you from keeping an assistance dog if this is required to support your disability and Assistance Dogs UK or any successor body has issued you with an Identification Book or other appropriate evidence of requirement.

Water Supply

40. You must take appropriate steps to safeguard your external water pipes against damage or bursting from frost. You are responsible for maintaining at all times the pipework from the point at which it is connected to our supply. You must repair any leak that is your responsibility without delay. Where necessary, works will be arranged by us and the cost of the works, together with a charge for any wasted water, may be charged to your account. Any other water leaks from damaged pipes must be reported to us immediately after the leak is discovered.
41. You must not discharge any material which may result in the Park's drains or sewers becoming blocked. Any costs incurred by us in unblocking the drains as a result will be charged to the occupier(s) involved.
42. Where water is not separately metered at the park home or not charged separately, sprinklers must not be used.

Vacant Pitches

43. Access to vacant pitches by occupiers or their guests is not permitted, and you must not tamper with or move building materials, plant or machinery.

Vehicles and Parking

44. All vehicles must be driven on the Park safely and with due care and attention, and must obey the stated speed limit on the Park. Vehicles must not reverse around the road systems.
45. Each household is permitted to keep up to two cars or light commercial vehicles (including (a) light commercial or light goods vehicles as described in the vehicle taxation legislation, and (b) vehicles intended for domestic use, but which are derived or adapted from such a commercial vehicle) on the Park. Any such commercial vehicles must be parked in the lower car park close to the entrance and must not extend lengthwise beyond the parking bay lines.
46. Parking is only permitted in the spaces provided, or on a suitable space within your pitch, provided that vehicles do not obstruct entrances to caravans or

access around them and are parked a minimum of 3 metres from an adjacent caravan. Disabled parking spaces are for use by residents or their disabled visitors who hold a valid Blue Badge, subject to availability. Residents and visitors must display their Blue Badge when parking in one of these spaces.

47. Roads must be kept clear at all times for access by emergency vehicles.
48. As required by law, all vehicles driven by or on behalf of occupiers on the Park must be taxed, insured and in a roadworthy condition, and driven only by persons who are insured to drive them and who hold a valid driving licence for the type of vehicle being driven.
49. Abandoned, untaxed (other than those with a valid Statutory Off-Road Notice) or unroadworthy vehicles must not be kept or used on the Park, and we may take appropriate steps to remove such vehicles from the Park. All costs for such removal will be passed to the vehicle owner.
50. Major maintenance to vehicles, including dismantling of the whole or parts of the engine, or any works involving the removal of oil or other fluids, is not permitted on the Park.
51. Touring caravans, trailers (excluding metal trailers no greater than 1.8 metres x 1.2 metres), trailer tents, boats and camper vans will be allowed on the Park for a maximum of 24 hours to allow for cleaning/provisioning prior to any excursion. All such vehicles must be parked in the car park by the site entrance and must not extend lengthwise beyond the parking bay lines.

Fire Precautions

52. It is forbidden to tamper with or to interfere with any of the fire-fighting equipment on the Park. Fire point hoses and other fire-fighting equipment must only be used in case of emergency.
53. All park homes should be equipped with appropriate fire-fighting equipment which conforms to the relevant British Standard. You are responsible for ensuring your fire-fighting equipment is maintained in good working order.
54. All occupiers should familiarise themselves with the information provided about the procedures to be adopted in case of fire.
55. You must keep the area around the fire walls on the Park clear at all times in accordance with fire safety requirements.

Siting of LPG cylinders

56. Special rules apply to the siting of LPG cylinders; you must not install or store cylinders within the 6-metre separation distance from a neighbouring caravan. Where this cannot be avoided, you must contact us to agree any fire safety precaution measures that need to be followed. All cylinders must be placed upright on a concrete base.
57. If you use LPG for heating or other purposes, the following matters are your responsibility:

- The installation must comply with BS 5482-1 and BS 5440-1 and the flues and terminals with BS 715 (partially replaced by BS EN 1856-1:2003 & BS EN 1856-2: 2004) or any subsequent version thereof;
- Cylinders must not be positioned or secured in such a way as to impede access in the event of an emergency;
- Cylinders must be kept on a hard surface;
- A maximum of four cylinders are permitted on a pitch at any one time;
- Full and empty cylinders which are not connected must be stored in accordance with LPG Association Code of Practice 7 '*Storage of full and empty LPG cylinders and cartridges*' or any subsequent version thereof;
- Any work on gas fittings/storage must be carried out by a competent person, or as required in current regulations;
- The position of any gas installation must be agreed in advance with us. Connections will not be permitted within the 6-metre separation distance without additional fire precaution measures being taken; and
- It is strongly advised that residents do not use any LPG, naked flame or exposed element portable heaters.

On-going Maintenance of LPG Cylinders

- Vehicles, rubbish, combustible items and vegetation must be kept away from the cylinders;
- Chlorate-based weed killer is a fire hazard and must not be used;
- Do not allow any electrical equipment, vehicles, barbecues or other sources of ignition near the cylinders;
- Do not smoke or vape when changing cylinders;
- Children should be kept away from LPG installations;
- The pipework or flexible hose from the cylinders to the point of use must be protected against accidental damage and be properly supported; and
- Report any equipment failure or damage to your supplier without delay and seek their advice on dealing with it.

Date: 8 April 2020