

PARK RULES FOR BROADGATE FOOT PARK, Middleton Road, Heysham. LA3 3JJ.

Preface

In these rules:

"Occupier" means anyone who occupies a park home under an Agreement to which the Mobile Homes Act 1983 applies.

"You" and "your" refers to the homeowner or other occupier of a park home.

"We" and "our" refers to the park owner.

These rules are in place to ensure acceptable standards are maintained on the park, which will be of general benefit to occupiers, and 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.

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

they are to apply only from the date on which they take effect, which is 3rd February 2015; 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.

These rules also apply (for so long as they live on the park) to the park owner and any employees (where appropriate), with the exception of the following rules 29.

Annual Ground Rent

1. Annual Ground Rent is payable monthly in advance. This payment does not constitute a letting of any kind.
2. Council Tax and Utilities must be paid promptly to the relevant authority.
3. Invoices relating to electricity and water not supplied directly by a utility company must be paid without delay.
4. You must not rent your home.

Sales

5. You may sell or gift your home without prior consent of the owner. All sales must be carried out in accordance with the Mobile Homes Act 2013. It is the sellers responsibility to complete all the appropriate forms and pass all relevant documentation to the purchaser. The purchaser will pay the seller 90% of the sale price. The buyer will then pay the remaining 10% to the park owner within 7 days of completion in accordance with the above mentioned Act.

Condition of the Pitch

6. For reasons of ventilation and safety you must keep the underneath of your home clear and not use it as a storage space.
7. You must not erect fences or other means of enclosure unless they are constructed of non-combustible material and are a maximum of three feet in height in order to maintain the aesthetics of the site, and you have obtained our approval in writing (which will not be unreasonably withheld or delayed). You must position fences and any other means of enclosure so as to comply with the park's site licence conditions and fire safety requirements.
8. You must not have external fires, including incinerators.
9. You must not keep inflammable substances on the park except in quantities reasonable for domestic use.
10. You must not keep explosive substances on the park.

Insurance

11. You must insure your home annually against loss damage by theft, fire, storm or other damage including third party liability etc.

Storage

12. Storage sheds are permitted and should be sourced by you, the design, standard and size of the shed must be approved by us in writing (approval will not be withheld or delayed unreasonably). You must position the shed so as to comply with the park's site licence and fire safety requirements. The footprint of the shed shall not exceed 3m².

13. You must not have any storage receptacle on the pitch other than the shed mentioned in rule 12 and any receptacle for the storage of domestic waste pending collection by the local authority.

14. You must ensure that any shed or other structure erected in the separation space between park homes is of non-combustible construction and positioned so as to comply with the park's site licence conditions and fire safety requirements. The separation space is the space between your park home and any neighbouring home.

Refuse

Where waste is collected by the local authority

15. You are responsible for the disposal of all household, recyclable and garden waste in approved containers through the local authority service. You must not overfill containers and must place them in the approved position for the local authority collections.

16. You must not deposit any waste or rubbish other than in local authority approved containers on any part of the park (including any individual pitch).

Business Activities

17. You must not use the park home, the pitch or the park (or any part of the park) for any business purpose, and you must not use the park home or the pitch for the storage of stock, plant, machinery or equipment used or last used for any business purpose. However 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.

Age of Occupants

18. No person under the age of 45 years may purchase a park home, or claim the home as their main residence, with the exception of the Park Owner, his family, or the Park Warden.

Noise Nuisance

19. You must not use musical instruments, all forms of recorded music players, radios and other similar appliances and motor vehicles so as to cause a nuisance to other occupiers, especially between the hours of 10.30pm and 8.00am.

Pets

20. You must not keep any pets or animals except the following:

- Not more than 2 dog(s) (other than any of the breeds subject to the Dangerous Dogs Act 1991 which are not permitted at all). 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 leash not exceeding 1m in length and must not allow it to despoil the park.
- Not more than 2 domestic cat(s). You must keep any cat under proper control and must not permit it to frighten other users of the park, or to despoil the park.
- Not more than 2 budgerigar(s) which you must keep within the park home.

Note

The express terms of a homeowner's agreement contain an undertaking on the part of the homeowner not to allow anything which is or becomes a nuisance, inconvenience or disturbance to other occupiers at the park and this undertaking extends to the behaviour of pets and animals. A similar requirement not to cause a nuisance applies to tenants and again this includes the behaviour of pets and animals.

Note

These rules do not have retrospective effect. If the keeping of the pet complied with the previous rules, an occupier will not be treated as being in breach when these rules take effect. However, when the pet dies or leaves it can only be replaced if this would comply with these rules.

21. Nothing in rule 20 of these Park 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.

Water

22. Where water is not separately metered at the park home or not separately charged you must not use hoses, except in case of fire.

23. You must only use fire point hoses in case of fire.

24. You must protect all external water pipes from potential frost damage.

Vehicles and parking.

25. You must drive all vehicles on the park carefully and within the displayed speed limit.

26. You must not park more than 1 vehicle on the park.

27. You must not park on the roads or grass verges.

28. You must not park anywhere except in the permitted parking spaces.

29. Other than for delivering goods and services, you 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. Motorhomes or touring caravans or boats.

30. You must hold a current driving licence and be insured to drive any vehicle on the park. You must also ensure that any vehicle you drive on the park is taxed in accordance with the requirements of law and is in a roadworthy condition.

31. Disused or un-roadworthy vehicles must not be kept anywhere on the park. We reserve the right to remove any vehicle which is apparently abandoned.

32. You must not carry out the following works or repairs on the park:

- (a) major vehicles repairs involving dismantling of part(s) of the engine
- (b) works which involve the removal of oil or other fuels.

Weapons

33. You must not keep, use or display guns, firearms, nor any item which may be classified as an offensive weapon on the park including crossbows.

External Decoration

34. Homeowners must maintain the outside of their park home in a clean and tidy condition. Where the exterior is repainted or recovered homeowners must use reasonable endeavours not to depart from the original exterior colour-scheme.