

Bedford Borough Council
Gypsy and Traveller Management Policy
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Chapter 1 – Gypsy and Traveller Policy Context

1. Introduction

1.1 The Bedford Borough Council Gypsy and Traveller Service provide a service to the Gypsy and Traveller community as well as ordinary residents of Bedford Borough. This service includes liaison, enforcement, advice and partnership building within Bedford Borough. This policy document provides an over-arching framework within which the Gypsy and Traveller service operates within Bedford Borough Council.

2. Key Objectives

2.1 The key objectives of this policy are;

- a) To work with the Police, Voluntary Sector, Bedford Borough Council departments, Parish and Town Council's and other relevant stakeholders to provide a consistent response to issues that arise when providing services to Gypsy and Traveller Communities or settled communities affected by the Gypsy and Traveller community.
- b) To respond to unauthorised encampments on public land in an efficient, effective and consistent way, taking account of the level of nuisance for local residents and the rights and responsibilities of Gypsy and Traveller families.
- c) To increase awareness of the relevant legislation and best practice in relation to Gypsy and Traveller issues within Bedford Borough Council, the Police and other relevant stakeholders.
- d) To work with Strategic Housing in developing long term solutions to providing accommodation for the settled Gypsy and Traveller community that balances the rights and needs of ordinary residents with the rights and needs of the Gypsy and Traveller community.
- e) To work in a positive and proactive manner on Gypsy and Traveller issues within the Bedford Borough area

3. Key Policies

3.1 In order to achieve the aims and objectives of this policy document, the Gypsy and Traveller service will follow all relevant legislation, Central Government guidance and good practice, as well as locally developed policies and guidance that are relevant to the delivery of services to the

Gypsy and Traveller Community. These include but are not restricted to;

- Human Rights Act 1998 (as amended)
- Equality Act 2010 (as amended)
- Housing Act 2004
- Caravan Sites and Control of Development Act 1960
- Mobile Homes Act 1983 (as amended)
- Bedford Borough Council Gypsy and Traveller Accommodation Assessment (GTAA)
- All relevant Bedford Borough Council Planning and Enforcement Policies and procedures
- Bedford Borough Council Housing Strategy and associated documents
- Bedford Borough Council Un-authorized Encampment Policy (see Chapter 2)
- Bedford Borough Council Safeguarding of Vulnerable Adults Policies and procedures
- Bedford Borough Council Safeguarding of Vulnerable Children Policies and Procedures
- Bedford Borough Council Supporting People Strategy
- Bedford Borough Council Education policies

3.2 Taking a holistic approach will ensure that the Council effectively meets its obligations in relation to the Gypsy and Traveller Community, whilst also ensuring that the role of the Gypsy and Traveller service is clearly defined.

4. Context

4.1 The term 'Gypsy and Traveller' now has a clear definition in law, but is still a term that encompasses a great many different ethnic, cultural, heritage and racial groups. Under the terms of the Equality Act 2010 Gypsies and Irish Travellers are defined as ethnic groups that meet the requirements of protected characteristics under the terms of the act. However within that definition sit English Travellers, Romany Gypsies, Welsh, Scottish, English and Irish Travellers, New Age Travellers and Travelling Showpeople.

4.2 This definition has been enhanced by the circular 'Planning for Gypsy and Traveller Sites' release by the ODPM 01/2006. The planning definition covers the following;

'Persons of nomadic habit of life whatever their race or origin, including such persons who on grounds only of their own or their family's dependents' educational or health needs or old age have ceased to travel temporarily or permanently, but excluding members of an organised group of travelling show people or circus people travelling together as such.'

- 4.3 This definition relates to the land use requirements of individuals who have been living a nomadic way of life but now wish to become more settled. This is not restricted to Gypsy and Traveller groups, or defined by cultural or ethnic groups. The exception to this is Travelling Showpeople – these are excluded from the planning definition.
- 4.4 In terms of defining ‘Gypsy and Traveller’ for housing purposes, a broader view is required. Section 225 of the Housing Act 2004 says Gypsies and Travellers has the meaning given by regulations made by the appropriate national authority. As such, Bedford Borough Council understands Gypsies and Travellers to mean;
- a) **Persons with a cultural tradition of nomadism or living in a caravan; and**
 - b) **all other persons of a nomadic habit of life, whatever their race or origins, including –**
 - (i) Such persons who on grounds only of their own or their families or dependents educational or health needs or old age have ceased to travel temporarily or permanently; and**
 - (ii) member of an organised group of travelling show people or circus people (whether or not travelling together as such)**
- 4.5 The Gypsy and Traveller community will include individuals who live in bricks and mortar housing, on privately owned sites, local authority owned sites, or be travellers in the literal sense. This requires a rounded approach to be taken to planning for the housing needs of the Gypsy and Traveller community. There can be no room for a one size fits all approach. Bedford Borough Council will use these broader definitions when making relevant policy and operational decisions.

5. The Human Rights Act

- 5.1 The Human Rights Act 1998 (ECHR) makes it is unlawful for a public body to violate the rights contained in the European Convention on Human Rights. Where a public authority does act contrary to rights other than absolute and limited rights under the ECHR the action must be proportionate and an infringement must be designed to promote a specific legitimate aim and if the aim can be achieved by a less intrusive method then that right must be used instead and must not be arbitrary, unfair or oppressive.
- 5.2 This is relevant as Articles 8 and Article 14 of (a qualified right) the ECHR affect the way in which the Council can and should interact with the Gypsy and Traveller community, particularly in relation to Protocol 1 Articles 1 (Possessions) and 2 (Education) of the ECHR.

5.3 Article 8 states:

- Everyone has the right to respect for his private and family life, his home and his correspondence
- There shall be no interference by a public authority with the exercise of this right except such as in accordance with the law and is necessary in a democratic society in the interests of national security, public safety or the economic well-being of the country, for the prevention of disorder or crime, for the protection of health or morals, or for the protection of the rights and freedoms of others

5.4 Article 14 states:

- Prohibition against discrimination in the enjoyment of other rights and freedoms in the Convention on the grounds of personal circumstance

5.5 Protocol 1 Article 1 states;

- Protection of property
- Every natural or legal person is entitled to the peaceful enjoyment of his possessions. No one shall be deprived of his possessions except in the public interest and subject to the conditions provided for by law and by the general principles of international law.
- The preceding provisions shall not, however, in any way impair the right of a State to enforce such laws as it deems necessary to control the use of property in accordance with the general interest or to secure the payment of taxes or other contributions or penalties.

5.6 Protocol 1 Article 2 states;

- Right to education
- No person shall be denied the right to education. In the exercise of any functions which it assumes in relation to education and to teaching, the State shall respect the right of parents to ensure such education and teaching in conformity with their own religious and philosophical convictions.'

6. Duty to Promote Race Equality and Good Race Relations

6.1 The Equality Act 2010, gives public authorities a three part statutory general duty to;

'Eliminate unlawful discrimination, harassment and victimisation and other conduct prohibited by the Act

Advance equality of opportunity between people who share a protected characteristic and those who do not

Foster good relations between people who share a protected characteristic and those who do not.'

6.2 In practical terms the Equality Act 2010 elaborates on this general duty by stating the implementation of this involves;

'Removing or minimising disadvantages suffered by people due to their protected characteristics.

Taking steps to meet the needs of people from protected groups where these are different from the needs of other people.

Encouraging people from protected groups to participate in public life or in other activities where their participation is disproportionately low.'

6.3 Gypsies were recognised as an ethnic minority in 1989 and Irish Travellers in 2000. Whilst the standards of behaviour expected from the Gypsy and Traveller community are the same as the general public, the Council must avoid the possibility of a disproportionate response to the issues raised when an unauthorised encampment or settlement takes place. It also must have regard to this duty when deciding what course of action to take.

7. Government Guidance

7.1 The then Office of the Deputy Prime Minister (ODPM) published four policy documents on the 2nd of February 2006 for local authorities relating to the Gypsy and Traveller community. They are;

- ODPM circular 01/2006: Planning for Gypsy and Traveller Caravan Sites
- Guide to effective use of enforcement powers – part 1 Unauthorised Encampments
- Gypsy and Traveller Accommodation Assessments – Draft practice guidance
- Local authorities and gypsies and travellers – guide to responsibilities and powers.

7.2 These policies have been updated with the recent National Policy Framework, the Housing and Regeneration Act 2004, and the Localism Act 2012. The guidance and information contained within these documents has informed the development of this policy document.

7.3 A Progress report by the ministerial working group on tackling inequalities experienced by Gypsies and Travellers has committed the

government to 28 different actions across government departments to tackle the inequalities faced by the community.

7.4 These include;

- Gypsy, Roma and Traveller pupils are specifically highlighted as a vulnerable group in the revised Ofsted framework.
- We will help Gypsy and Traveller representative groups showcase small private sites that are well presented and maintained.
- The Government will continue to promote improved health outcomes for travellers through the planning system.

7.5 As a local authority we need to be aware of these commitments and ensure that we co-operate with central government policy. This policy document has taken into account the objectives of central government.

8. Education

8.1 The local authority has a statutory duty to make appropriate educational provision available for all school age children in their area, whether resident temporarily or permanently. In order to meet this duty, the Education department will work with the Gypsy and Traveller service to ensure that these obligations are met. Specifically this will involve;

- Children's Services will ensure that children of school age that are part of the Gypsy and Traveller community are given the same access to education as any other child
- Children's Services will identify a named contact point for all referrals by the Gypsy and Traveller Service
- Children's Services will undertake assessments of educational need where appropriate
- Children's Services will arrange for transport to school where no other access is readily available.

8.2 The Councils Gypsy and Traveller service will support the Education department in achieving this.

9. Health

9.1 Bedfordshire Health Authority (or its replacement) will work with the Gypsy and Traveller service to ensure health assessments are undertaken for any member of the Gypsy and Traveller community where this has been requested by the Gypsy and Traveller service.

9.2 The Gypsy and Traveller service will, upon request, assist in providing access to the community for Health Workers, or Health care professionals.

10. Unauthorised Encampments Policy

10.1 The local authority will respond in a proportionate and co-ordinated way when considering the most appropriate course of action to take when dealing with unauthorised encampments. This policy will be followed in all circumstance and is enclosed at Chapter 2.

11. Gypsy Count

11.1 The local authority is responsible for the bi-annual count of caravans within the borough boundary. This count is carried out in January and in July in accordance with the directions from central government.

11.2 The Gypsy and Traveller service will work closely with Strategic Housing to ensure that the count is undertaken in accordance with central government direction and is reported through the appropriate channels.

Chapter 2 - Procedure for Dealing with Unauthorised Encampments

1. Introduction

- 1.1 Unauthorised encampments can have a significant impact on the environment and on local communities. Usually un-authorised encampments are as a result of Gypsy & Traveller families, however this policy relates to all un-authorised encampments and is not specific to the Gypsy and Traveller community.
- 1.2 The Council is obliged to take action where an unauthorised encampment takes place on public land. The action that the Council takes will be determined by a number of factors, including any relevant legislation that applies at the time. Where an un-authorised encampment takes place on Parish or Town Council owned land, Bedford Borough Council will use the powers it has in dealing with the un-authorised encampment.
- 1.3 Where an un-authorised encampment takes place on land that is not public land, it will be the responsibility of the landowner to resolve the matter to their satisfaction. Bedford Borough Council will provide advice to the landowner on how to proceed but will not take action on behalf of the landowner.
- 1.4 This document outlines the process that the Council will follow in making decisions on action against un-authorised encampments on public land, and should be read in conjunction with the Un-authorised Encampments Service Standards at Chapter 3

2. Legal Framework

- 2.1 The powers available to the Council to take action against un-authorised encampments are derived from the Criminal Justice and Public Order Act 1994 Section 77 and 78. A full summary of these sections can be found in Chapter 7.
- 2.2 Section 77 of the Act conveys powers on the Council to direct un-authorised travellers to leave land in the following circumstances;

'If it appears to a local authority that persons are for the time being residing in a vehicle or vehicles within that authority's area—

- (a) on any land forming part of a highway;*
- (b) on any other unoccupied land; or*
- (c) on any occupied land without the consent of the occupier,*

The authority may give a direction that those persons and any others with them are to leave the land and remove the vehicle or vehicles and any other property they have with them on the land.'

- 2.3 When a decision is made to exercise these powers, a Notice of Direction will be served on the occupants of the Council owned land. If the unauthorised encampment remains, the Council will, at the earliest available time, seek an order for removal in the Magistrates Court under Section 78 of the Act which states;

'A magistrates' court may, on a complaint made by a local authority, if satisfied that persons and vehicles in which they are residing are present on land within that authority's area in contravention of a direction given under section 77, make an order requiring the removal of any vehicle or other property which is so present on the land and any person residing in it.'

- 2.4 Once the order is obtained, the Council will exercise this order if appropriate with the assistance of suitably qualified Bailiffs to ensure that it is complied with.

- 2.5 Where an unauthorised encampment fails to comply with the Notice of Direction, the Council will also lay before the Magistrates Court a case for conviction under Section 77 (3) of the Act which states;

'If a person knowing that a direction under subsection (1) above has been given which applies to him—

- (a) fails, as soon as practicable, to leave the land or remove from the land any vehicle or other property which is the subject of the direction, or*
- (b) having removed any such vehicle or property again enters the land with a vehicle within the period of three months beginning with the day on which the direction was given,*

He commits an offence and is liable on summary conviction to a fine not exceeding level 3 on the standard scale.'

3. Outline of Policy

- 3.1 On receipt of a report that an unauthorised encampment have been set up in Bedford Borough, the Gypsy and Traveller Liaison Officer will commence an investigation to ascertain whether the encampment is on public or private land. Where an un-authorised encampment is on private land, the Gypsy and Traveller Liaison Officer will advise the landowner of the processes available to them to remove the un-authorised encampment, and advise the Police of its location and land owner. It will be up to the landowner to decide what course of action they take.

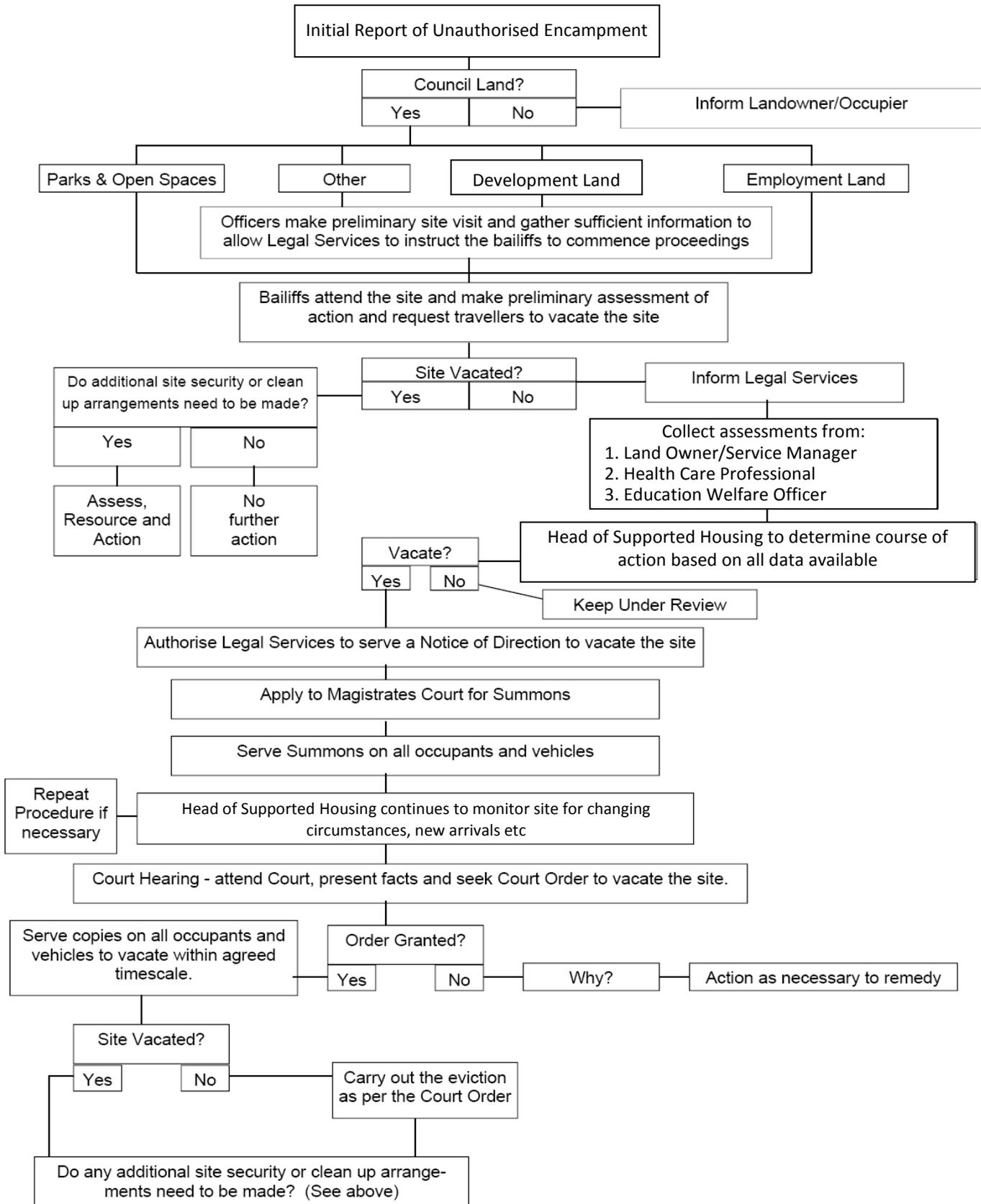
- 3.2 Where the un-authorised encampment is on public land, the Gypsy and Traveller Liaison Officer will notify the Police, visit the site of the encampment, and with the assistance of the Police, gather all the relevant information on the members of the encampment to be able to carry out any necessary enquiries. This will include an initial assessment of any welfare or educational needs, and the filling in of the Traveller Enquiry Form.
- 3.3 Once this information has been gathered, the Gypsy and Traveller Liaison Officer will notify the following agencies or staff of the presence of the encampment, and the current status of it;
- The Mayor of Bedford
 - The Deputy Mayor of Bedford
 - Any relevant Local Councillors or Portfolio Holders
 - Any relevant Clerk of the Parish or Town Councils
 - The Executive Director of Environment and Community Services
 - The Executive Director of Adults and Community Services
 - All Assistant Directors of Environment and Community Services
 - The Assistant Director for Business Support and Operational Housing – Adults and Community Services
 - The Head of Supported Housing
 - Bedfordshire Police
 - Bedford Borough Legal Services
 - Bedford Borough Education Services
 - Bedfordshire Health Authority Representatives
 - Any other interested party
- 3.4 Any specific educational, health or welfare needs that have been identified will be passed on to the relevant named professionals in Education or Health.
- 3.5 The Gypsy and Traveller Liaison Officer will discuss the details of the encampment with the Head of Supported Housing, where upon a decision will be made on what action is to be taken. The Head of Supported Housing, or the Gypsy and Traveller Liaison Officer will discuss with the Police whether they are going to conduct an assessment under Section 61 of the Criminal Justice and Public Order Act 1984 (see Chapter 7 for full details of the Act), and move the encampment on. Where the Police decide that the thresholds for enforcing a removal under Section 61 of the Act are not met, the Council will then consider whether it will be appropriate to use its powers under Section 77 of the Act.
- 3.6 Where it is evident that the unauthorised encampment is on an area;
- that is recognised as locally important landscaped areas used extensively by residents and visitors, or;

- that include or are in close proximity to a children's play area, or;
- the unlawful use of which would affect its use as a local amenity e.g. football or cricket pitches, or;
- where there is significant public amenity/children's recreational use, to which local residents are entitled to have access, or;
- where public sports facilities are provided and may be unavailable due to an encampment being present, or;
- where access to an encampment involves driving on footpaths that are regularly used by children walking to and from schools and is, therefore, inherently dangerous, or;
- where there is specialist housing provision in the immediate proximity, in which residents are elderly or disabled, or;
- where commercial and social activities such as hotels, clubs or sports facilities are in immediate proximity and have been affected by the presence of an encampment, or;
- there is evidence, which may include complaints, of nuisance and/or anti-social behaviour affecting the locality of the encampment and there are reasonable grounds to believe that they are caused by persons residing on, or associated with, the encampment, or;
- where the physical presence of vehicles is seriously disrupting the operation of a business, or;
- where damage has been done to security measures intended to prevent unlawful access to the site AND where there is evidence, which may include complaints, of nuisance and/or anti-social behaviour affecting the locality of the encampment and there are reasonable grounds to believe that they are caused by persons residing on, or associated with, the encampment, or;
- where there is evidence of offences and/or anti-social behaviour affecting the locality of the encampment AND where there are reasonable grounds to suspect that they are caused by persons residing on, or associated with the encampment, or;
- where the Bedford Borough Council Gypsy and Traveller Service have directed the occupiers to a suitable alternative and available site where the encampment may be accommodated temporarily, or;
- the persons residing on the encampment have refused to comply with the requests of any Council employee or Council appointed person in relation to litter control, dog control, fly tipping, or any other reasonable request, or;
- the persons residing on the encampment have been hostile, threatening or abusive to any Council employee or Council appointed person;

it should be presumed that action to remove the unauthorised encampment will be undertaken, unless there are health, welfare or educational reasons that would prohibit such action from being lawful and if lawful whether it was reasonable and/or proportionate.

- 3.7 In all other circumstances the Head of Supported Housing, in consultation with the Gypsy and Traveller Liaison Officer, will consider whether a period of toleration is appropriate, or whether action to remove the unauthorised encampment is appropriate. Any such decision will be recorded on the Traveller Enquiry form.
- 3.8 Where a welfare or educational issue is identified at an unauthorised encampment which may mean that a period of toleration is required in respect of the person or persons with the welfare or educational issue, this will not prevent the Council from taking action to remove any other person or persons who are at the encampment but do not have welfare or educational issues. Any permitted toleration will only apply to the individual with the welfare or educational issues, not to all those that may be occupying the encampment with them.
- 3.9 The decision on what course of action to take will be made by the Head of Supported Housing upon considering the recommendation of the Gypsy and Traveller Liaison Officer and recorded in the Traveller Enquiry Form. A flowchart detailing the basic procedure is attached below.

BEDFORD BOROUGH COUNCIL INTERNAL PROCEDURE FOR UNAUTHORISED ENCAMPMENTS ON COUNCIL LAND



Chapter 3 - Service Standards for Managing Unauthorised Encampments

1. Introduction

1.1 The following service standards relate to the role of the Bedford Borough Council Gypsy and Traveller service in responding to reports of un-authorised encampments. These actions will be followed in all reported incidents of un-authorised encampments and form part of the Bedford Borough Council policy on dealing with un-authorised encampments. The actions outlined below are not to be considered as chronological. Several of these actions will be carried out in parallel.

1. Receive all enquiries and complaints regarding unauthorised encampments.

- All calls received by the switchboard will be referred through to the Gypsy and Traveller Liaison Officer
- A message facility out of hours will be provided
- All letters and emails will be acknowledged in 3 working days.
- All complaints will be contacted within 1 working day.
- All enquiries will be responded to within 3 working days.
- All callers will be given the details of Bedfordshire Police Control Room and any police Unique Reference Number that is relevant to the caller.

2. Log notification of new encampments and visit location.

- New encampments to be visited by the Gypsy and Traveller Liaison Officer within 24 hours of notification.
- The Police will be advised if not already aware and assistance may be requested by the Gypsy and Traveller Liaison Officer
- The identification of the land will be established – if private land the land owner will be provided advice and guidance but no enforcement action will be undertaken by the Council
- If public land, then details of the land will be taken.

3. Obtain family and vehicle details of encampment.

- As a minimum, the number of caravans to be recorded.
- Family names and vehicle registration/descriptions will be obtained wherever possible.
- Occupiers of the encampment will be provided with a 'Good Citizenship' leaflet including a verbal explanation.
- The amount of information obtainable will vary according to the nature, size, and duration of the encampment and likely action.

- The Gypsy and Traveller Liaison Officer will obtain all vehicle details for encampment file either on site or through liaison with the Police.
- The Gypsy and Traveller Liaison Officer will commence the Traveller Enquiry form.

4. Initial Assessment on likely action

- An initial assessment made with reference to nature of land and community impact in line with the Unauthorised Encampment policy outlined in Chapter 2.
- This will then dictate next steps and is subject to ongoing review.
- A permitted stay is subject to criteria in the Unauthorised Encampment Policy

5. Liaise with relevant departments, the public, Police and media.

- To be ongoing for the duration of the encampment.
- To respond promptly to requests for information.
- To be pro-active in providing accurate balanced information.
- All relevant individuals (see Chapter 2) and Police to be informed at least weekly of the status of encampments in their area by email

6. Arrange facilities e.g. refuse collection if appropriate.

- Notify the relevant officers in the Environment and Sustainable Communities Directorate to arrange for collection of waste where practicable.

7. Advise and liaise with Travellers on unauthorised encampments.

- Issue site occupiers with 'Good Citizenship' Leaflet, including verbal explanation.
- Keep occupiers informed re: actions, arrangements and expectations.
- Provide a 'firm but fair' approach.
- Bring complaints to unauthorised occupier's attention and attempt to resolve informally.
- Keep records of actions taken.
- Refer to relevant enforcement teams where informal action fails or Police/other agencies as appropriate.

8. Carry out needs assessment.

- Carry out an assessment of Travellers' health, education and social care needs before a decision is made to commence eviction action.
- Information to be collated and recorded by the Gypsy and Traveller Liaison Officer.

- Head of Supported Housing will assess all circumstances of the encampment and make the decision to commence legal action in consultation with Legal Services and the Gypsy and Traveller Liaison Officer.
- Where appropriate, the Gypsy and Traveller Liaison Officer will request a Health Visitor to provide information regarding outcome of the health assessment for new and existing groups, families or individuals, unless there are exceptional circumstances, within 3 working days of the request. There should be no unnecessary delay to this process.
- Where appropriate, the Gypsy and Traveller Liaison Officer will request a specialist education professional to provide information for new and existing groups, families or individuals, unless there are exceptional circumstances, within 3 working days of request. There should be no unnecessary delay to this process.
- If the group is one that has had previous assessments made within the last 4 weeks, unless there are exceptional circumstances, an assessment of change of circumstances should be made by the Gypsy and Traveller Liaison Officer and completed by the end of the first working day after the first day of the encampment; there should be no unnecessary delay to this process.
- Information will be requested from other departments, if appropriate.
- The Gypsy and Traveller Liaison Officer may undertake a joint assessment with the Police where appropriate
- Any decision on action to be taken will be made as soon as all the relevant information has been obtained. There should be no unnecessary delay to this process.

9. Serve 'Direction Orders to leave the land' on unauthorised occupiers.

- Except where the encampment is permitted to stay, prepare and serve orders on unauthorised occupiers as appropriate. All vehicles will be identified on such orders.
- Any Notice of Direction should give the occupiers 24 hours to leave.
- Direction Orders to be served, if possible, on all groups at the beginning of the next working day after the completion of assessments referred to in section 8.
- Best endeavours will be made to book a Magistrates Court date on the same day the orders are served. This will be the earliest available date that Bedford Magistrates Court has available to hear the case.

10. Prepare and present Court application for Eviction Orders.

- Check encampment on expiry of Direction Order and record vehicles left/remaining.

- Where the encampment is still in place, legal will prepare summonses, complaint to the Court and eviction order plus location maps, and take to Court Office.
- Legal to arrange the serving of summons – providing court available, summons to be served, within 1 working day after the Direction Order expires, for a Court hearing within a max of 2 working days after that
- Monitor encampment on morning of court – record vehicles present.
- Confirm health & education assessments.
- Gypsy and Traveller Liaison Officer or Head of Supported Housing to be available for Court.

11. Arrange, co-ordinate and carry out evictions.

- Target is to ensure encampment is vacated within 24 hours of eviction order being granted, by negotiation if possible, but forced eviction if necessary.
- Any relevant issues, raised by health assessments and Traveller education, may warrant the suspension of Direction Orders and/or Eviction Orders. This generally should only apply to individuals affected and to other persons agreed, by the Head of Supported Housing, as providing necessary support, all other parties to be evicted from the site within the applicable timescale.
- Timescales will vary dependant upon circumstances e.g. any health issues, Police resources, etc.
- The Gypsy and Traveller Liaison Officer will coordinate and carry out evictions through legal appointed Bailiffs, including the arrangement of towing vehicles if required. Towing costs to be borne by the Council, and recharged to the un-authorized encampment where possible.
- Travellers will be kept informed of all stages and date of departure will be negotiated informally wherever possible. Ongoing health/social care issues will be taken into account and a 'firm but fair' approach adopted.
- Where an encampment is not permitted to stay, the Gypsy and Traveller Service will aim to achieve vacation of the land within 4 days of the expiry of the Direction Order unless there are exceptional circumstances or legal challenges.

12. Request cleaning of the land.

- Cleaning of the land after an encampment is the responsibility of the Environment department.
- The Gypsy and Traveller Liaison Officer will inform the relevant person in advance of the anticipated leaving date, where possible, and within 1 working day of vacation, giving a brief description of the nature of clean up required.

13. Ongoing encampment monitoring and records.

- The Gypsy and Traveller Liaison Officer will visit encampments each working day to monitor needs, numbers, condition of the land, and changes in circumstances.
- A working paper file will be kept for each encampment recording visits, actions, needs assessments, complaints etc.
- Computer and paper records will be maintained to provide statistical data and Traveller family information.

Chapter 4 - Joint Working between Bedford Borough Council and Bedfordshire Police Service

Dealing with unauthorised encampments

1. Introduction

- 1.1 DCLG & home Office 2004 '*Guidance on Managing Unauthorised Camping*' encourages the establishment of protocols between the Police and Local Authorities to support effective enforcement against unauthorised camping.
- 1.2 This protocol is intended to help facilitate a co-ordinated approach between Bedford Borough Council Gypsy and Traveller Service and the Bedford Borough Police with respect to complementary actions under the Criminal Justice and Public Order Act 1994 (see Chapter 7 for details of the Act).
- 1.3 The Human Rights Act 1998 (HRA) states that it is unlawful for a public authority to act in a way that is incompatible with a Convention Right. This has meant, in practice, that public authorities have had to review their decision making processes to ensure that any decisions taken are compatible with the HRA. Local Authorities have to act in a manner that fairly balances the rights and freedoms of all individuals considered (including Gypsies/Travellers and local residents), ensuring any decisions are proportionate to the circumstances. Key Articles are Article 8 (right for respect for one's private and family life, home and correspondence), Article 14 (not to be subject to discrimination) and Article 1 of Protocol 1 (peaceful possession of property (i.e a site tenancy) and Article 2 of Protocol 1 (right to education).
- 1.4 In 2004 the Office of the Deputy Prime Minister issued '*Guidance on Managing Unauthorised Camping*'.

At paragraph 5.7 of the Guidance it stated:

'Local Authorities may have obligations towards unauthorised campers under other legislation (mainly regarding children, homelessness and education). Authorities should liaise with other Local Authorities, health and welfare services who might have responsibilities towards the families of unauthorised campers. Some form of effective welfare enquiry is necessary to identify whether needs exist which might trigger these duties or necessitate the involvement of other sectors, including the voluntary sector, to help resolve issues.'

At paragraph 5.8 it is stated:

'The Human Rights Act (HRA) applies to all public authorities including Local Authorities... With regard to eviction, the issue that must be determined is whether the interference with Gypsy/Traveller family life is justified and proportionate. Any particular welfare needs experienced by unauthorised campers are material in reaching a balanced and proportionate decision...'

- 1.5 The Local Authorities and the Police must also ensure that they do not knowingly allow any section of the community to be unduly exposed to crime, disorder or nuisance, and promote good relations between communities. Of central importance to this is ensuring that enforcement against inappropriate encampments is swiftly and fairly carried out.

2. Equality and Discrimination

- 2.1 This is not a policy restricted to the application of managing Gypsies or Travellers; rather it is an outline of the agreed response to reports of persons residing as trespassers on land. It is, however, recognised that many unauthorised encampments will contain Gypsies or Travellers.
- 2.2 The Equality Act 2010 gives public authorities a general duty to eliminate unlawful discrimination and to promote equality of opportunity and good race relations in carrying out their functions. This duty covers all racial groups, including Gypsies and Irish Travellers who are recognised ethnic groups.
- 2.3 Local Authorities and Police must always be able to show that they have properly considered the race equalities implications of their policies/protocols and actions in relation to unauthorised encampments. They must be able to demonstrate that their policies/protocols and actions are proportionate, bearing in mind all the circumstances of the case.
- 2.4 This document recognises that Gypsies or Travellers have the right to live a nomadic lifestyle. Under this document, action will be considered only where it is necessary to protect individuals or families who are the victims of anti-social behaviour or whose lives or communities are being blighted by such behaviour. Action will not be taken against people simply because they are different from others or engage in activities which are different.

3. Responsibilities

- 3.1 The Criminal Justice Order Act 1994 confers discretionary powers on Local Authorities and the Police. Chapter 7 details the powers available under the Act.
- 3.2 Nothing in this document excludes either agency from exercising any other appropriate powers vested in them, such as Environmental Protection Act, Litter Act, Bylaws, Public Order Act or Road Traffic Act with respect to offences.

4. The Local Authority's Powers

4.1 At the same time as eviction provisions contained in the Criminal Justice and Public Order Act 1994 were brought into force, the Government introduced Department of Environment (DOE) Circular 18/94 *Gypsy Sites Policy and Unauthorised Camping*. The Circular emphasised the need for taking into account welfare considerations and for making welfare enquiries before deciding whether or not to evict an unauthorised encampment.

The Atkinson Case: In *R v Lincolnshire County Council ex p Atkinson, Wealden District Council ex p Wales and Stratford* (1995) 8 Admin LR 529, Sedley J made it clear that Local Authorities ought to comply with DOE Circular 18/94 when considering the eviction of unauthorised encampments.

The relevant points of the DOE Circular 18/94 include

Paragraph 6:

'Whilst it is a matter for the local discretion to decide whether it is appropriate to evict an unauthorised Gypsy encampment, the Secretary of State believes that Local Authorities should consider using their powers of to do so wherever the Gypsies concerned are causing a level of nuisance, which cannot be effectively controlled. They also consider that it will usually be legitimate for a Local Authority to exercise these powers wherever Gypsies who are camped unlawfully refuse to move onto an authorised Local Authority site...'

At paragraph 9 it stated:

'The Secretary of State continues to consider that Local Authorities should not use their powers to evict Gypsies needlessly. He considers that Local Authorities should use their powers in a humane and compassionate way taking account of the rights and needs of the Gypsies concerned, the owners of the land in question and the wider community whose lives may be affected by the situation.'

4.2 Sections 77/78 of the Criminal Justice and Public Order Act 1994 relate to unauthorised encampments. See Chapter 7 for the details of the Act.

4.3 For the purpose of clarification the Bedford Borough Council Gypsy and Traveller Service will be responsible for all action taken to evict from public land and provide advice and guidance to private landowners.

5. Police Powers

5.1 Sections 61, 62 and 62a – e of the Criminal Justice and Public Order Act 1994 relate to trespass (see Chapter 7 for details of the Act). This permits the police to direct an encampment to move from land, or to move onto an available site within a local authority area or to leave the local authority area completely. These powers may be used by the Police to direct unauthorised encampments to the Meadow Lane Emergency Stopping place. Any decision on using these powers will be a matter for the Police in line with their own guidance.

6. Civil Law Actions

6.1 There may, from time to time, be occasions when individual landowners are advised to pursue a private action for obtaining possession of land under the Civil Procedure Rules Part 55. This avenue is not available to Local Authorities to use.

7. Operational Agreements

7.1 Any operational arrangements with the Police will be in accordance with the Bedfordshire Police Policy on dealing with unauthorised encampments. This will include local arrangements agreed between relevant Inspectors and Council Officers to ensure effective communication and joint working.

7.2 Any formal protocol for joint working between the Council and Bedfordshire Police will be included here when adopted.

Chapter 5 – Gypsy and Traveller Allocations Policy for Authorised Sites

1. Aim

- 1.1 Our aim is to provide a fair, transparent and accountable method of allocating caravan pitches on Bedford Borough Council owned Gypsy & Traveller sites, in accordance with the needs of all applicants. In addition, we will ensure sites are managed effectively and efficiently, protecting the interests of all our residents.

2. Policy Statement

- 2.1 Bedford Borough Council aims at all times to:

- Ensure that a fair and equitable system of allocation of caravan pitches is clearly established and followed.
- Ensure that caravan pitches are allocated on a priority needs basis using the principles of the Housing Act 1996 Part VI and VII.
- Provide an efficient and helpful service, which is responsive and sensitive to the needs of the Gypsy & Traveller community.
- Ensure that the Bedford Borough Council's policies in respect of Equal Opportunities and Customer Care are met.
- Offer access to support services, other agencies and education services for existing residents within our sites.
- Consider ethnicity, background and the security of existing residents when allocating pitches on our sites.

3. Who can apply to go on the waiting list

- 3.1 You are eligible to apply for a pitch if:

- You are at least 16 years old and have a guarantor willing to sign a tenancy if you are under 18.
- A gypsy or traveller, either by ethnic group or under the current legal definition.
- Not "intentionally homeless" under the Housing Act 1996.
- You do not have outstanding rent arrears with Bedford Borough Council (applications will be accepted but suspended in such cases until the rent arrears are resolved)

4. Application Process

- 4.1 Applicants will be required to complete and submit an application form available upon request from the Gypsy and Traveller Liaison Officer or Site Manager.

- 4.2 Referrals will also be accepted on behalf of the applicant from professional bodies and organisations such as health providers, Social Services, Education and other relevant parties.
- 4.3 Each application will be assessed individually and consideration given to need (including length of time on the waiting list), local connection and community cohesion using a points system (appendix 1).
- 4.4 Applicants are required to renew their application every 12 months by indicating in writing that they wish to pursue their application and to contact the Council if any information pertaining to the application should change. Failure to contact the Council to renew their application will result in the application being cancelled.
- 4.5 If accepted, the application will be added to the waiting list and the Council will then contact the applicant when an available pitch is allocated in line with this policy and in points order.

5. Needs Assessment Procedure

- 5.1 An assessment of need will be carried out based on the information disclosed on the application form and any supporting information provided. It is the responsibility of the applicant to provide such information.
- 5.2 Priority will be afforded first to applicants with the greatest housing need as per the point's system within each Band. Where two or more applicants have equal priority, preference will be given to the applicant who has been on the waiting list the longest.
- 5.3 Applicants currently living in accommodation that is suitable will not be given priority above applicants that do not currently have access to adequate housing. This may include those occupying 'bricks and mortar' accommodation depending on the circumstances of each individual case.
- 5.4 Where an applicant refuses an offer of accommodation, they must put in writing the reasons for the refusal. Failure to do so will result in the applicant not being made another offer for 6 months from the date of the refusal. Consideration will be given to the reasons for refusal of an offer of accommodation. Where the refusal is unreasonable under the terms of this policy it will be at the discretion of the Head of Supported Housing whether the application is suspended for a period of up to 12 months.
- 5.5 A wide variety of individual circumstances can occur and therefore the following examples are for guidance only. All cases will be considered on their severity or merits but the Council will endeavour to ensure a fair and equitable approach in all cases. The main factors considered for assessing housing need are as follows:

a. Local Connection

A higher priority will be given to those applicants who can demonstrate a local connection such as:

- Residence in the area for the last six months (except where this has been gained by camping in unauthorised locations in Bedford Borough where a notice of direction has been served).
- Having worked continuously in the area for the past two years.
- Close family members resident in Bedford Borough for at least 3 years (Close being Father, Mother, Brother, Sister, Son or Daughter)
- Being a retired person living in unsuitable accommodation and with a need to move to the area for medical reasons and support from relatives.

Applicants that cannot demonstrate a local connection will not be considered for allocation before those with a local connection except in cases where the applicant is fleeing violence.

b. Medical/Welfare

Bedford Borough Council takes very seriously its responsibilities towards special needs applicants and will endeavour to meet the needs of the individual or household wherever possible. These criteria may apply to any member of the household of the applicant and includes:

- *Those living in a property, which makes their medical condition worse and a move to another area would provide more stability to their medical condition.*
- *Applicants requiring a specific type of accommodation or adaptations as a result of disability/health issues will be given preference for vacancies more suited to their needs.*
- *A household with dependent children; a dependent child is defined as aged 0 to 16 years, or a 17 or 18 year old in full time education.*

Consideration will be given to a range of support mechanisms to make an assessment of needs, which include an accurate assessment of need by the appropriate agencies.

c. Social

Applicants suffering domestic or sexual violence or harassment, racial violence or harassment, hate crime or any other discriminatory harassment are factors that will be considered when applying priority to applicants. Evidence to support the applicant's claim to be at risk from violence will be sought.

Compatibility is considered important for the sustainability of a site. Incompatibility can occur for a variety of reasons such as religious practices, ethnicity, lifestyle and personality. Because of the close

proximity of pitches on a site, there is potential for two families who are incompatible to create problems for themselves, other neighbours or the Council. This policy therefore includes compatible issues as factors in the needs assessment.

6. Eligibility to apply

6.1 Applicants may be rejected for the following reasons:

- On the grounds of high probability of conflict with other residents
- Has a record of rent arrears
- Being under 16 years of age (or under 18 years of age if a satisfactory guarantor of full age cannot be provided)
- The applicant has previous convictions relating to anti-social behaviour
- Certain persons who are subject to immigration control within the meaning of Asylum and Immigration Act 1996, unless re-qualified by regulations
- Verbally abused or assaulted staff of Bedford Borough Council
- Has occupied the Kempston Hardwick Site or Meadow Lane site as an unauthorised encampment
- Have been a member of an unauthorised encampment in Bedford Borough where a notice of direction was served within the last 12 months
- Have a criminal conviction for violence or other serious offence(s)

7. Banding of Applications

7.1 Once an application has been accepted and assessed, it will be placed into one of three bands from which allocations will be made;

Band A – Emergency or Urgent Applications

Band B – Applicants that can demonstrate a local connection

Band C – Applicants that cannot demonstrate a local connection

7.2 All pitches will be allocated from Band A first, then applicants in Band B then if any vacancies remain applicants in Band C.

8. Right to a review

8.1 The applicant must make a request to the Gypsy and Traveller Liaison Officer at Bedford Borough Council in writing within 21 days of receiving a written decision. The applicant may give reasons for requesting a review in person, if it is difficult to advise in writing.

8.2 A senior Officer, who was not involved in the original decision, will look at the request for a review. The Officer will base his/her decision on the

known facts at the time of the review. In some cases, he/she may need to ask for more information to help them make an informed decision.

- 8.3 The applicant will receive a letter about the decision, explaining the reasons for it within 28 days.

9. Transfer of plot

- 9.1 Applicants wishing to transfer from one plot to another either on the same site or on a different site must fill in a 'transfer of plot' application form (appendix 2). An applicant requesting a transfer will not normally be given a priority over an applicant that is currently in un-suitable accommodation, or without any permanent accommodation. The Council will exercise discretion in awarding priority to a transfer applicant over other applicants in the following circumstances in accordance with the point's scheme where:

- The licensee is under-occupying the plot
- The licensee is over-occupying the plot
- The transfer would be beneficial to the Council's site management
- Medical reasons necessitate the transfer application
- The transfer is the only way of addressing severe management problems such as nuisance, harassment or violence problems

- 9.2 Transfers on medical grounds must be supported with medical evidence. The applicant wishing to transfer must have a clear rent account, settled any debts to Bedford Borough Council and their plot to be in a satisfactory condition.

- 9.3 Bedford Borough Council will review this allocations procedure on a regular basis to ensure it reflects changes in legislative requirements.

Bedford Borough Council - Needs Assessment Form for Accommodation

Applicant's name: _____

Date of Assessment: _____

Local Connection	Points	Score
Resident in the Bedford Borough area for 6 months or more.	Y/N	
Has close family that have been resident in Bedford for 3 years more, whom they wish to be near.	Y/N	
Applicant has worked continuously in the Borough for 2 years or more	Y/N	
Dependant children attending school within Bedford Borough (2 points per child)	2	
Homelessness		
Applicant does not have access to settled accommodation	2	
Applicant resides in household that is statutorily overcrowded	4	
Applicant resides in household where the sanitary conditions pose a significant health problem	3	
Applicant resides in household where the sanitary conditions pose a severe health problem	5	
Applicant resides in household where there is no access to kitchen, bathroom or toilet	5	
Applicant currently has suitable housing	-5	

Medical		
Knowledge of health issues but no referral from Doctor, Community Nurse or Health Visitor	1	

Knowledge of health issues with referral from Doctor, Community Nurse or Health Visitor requiring temporary care	2	
Knowledge of health issues with referral from Doctor, Community Nurse or Health Visitor requiring permanent care	3	
Referral from Doctor, Community Nurse or Health Visitor relating to permanent health issues that will require hospital visits for a period of up to 12 months	4	
Referral from Doctor, Community Nurse or Health Visitor relating to permanent health issues that will require hospital visits for a period of over 12 months	5	
Applicant requires specific property adapted to meet needs	1	
Welfare		
Dependant child between the ages of 0 to 5 years (1 point per child)	1	
Dependant child aged over 5 but not attending a school within Bedford (1 point per child)	1	
Social		
Close relatives (mother, father, brother, sister, son or daughter) on site and no known reasons of potential conflict	1	
Close relatives (mother, father, brother, sister, son or daughter) on site but known reasons of potential conflict	-10	
High probability of conflict with other residents	Reject	
Probability of conflict with other residents	-10	
Suffering from racial harassment and/or violence in consequence of where currently living	5	
Suffering from domestic violence or violence by an associated person	10	

Other		
Applicant has been on the waiting list for more than 12 months (2 extra	2	

points for every 12 months on the waiting list)		
Applicant surrendered licence with Bedford Borough Council within last 12 months	Reject	
	Total:	

I confirm that the above assessment has been completed by me and has been undertaken in accordance with the published policy

Assessing Officer: _____

Signed: _____ Date: _____

Transfer of Plot Application

Name: _____

Address: _____

Tel No: _____

I am applying to transfer from the above address to:

Please give reasons for transfer request:

Do you have a clear rent account? Y / N

Have you any debts with Bedford Borough Council? Y / N

Is the plot currently occupied in good order? Y / N

Filling in this form is not a guarantee that the transfer will be approved. An Officer from Bedford Borough Council will advise you if your application is successful and when the transfer should take place. A plot check form is to be completed on vacating / moving on to an alternative plot.

Signed: _____

Date: _____

APPLICATION FOR A CARAVAN PLOT

Title : Mr / Mrs / Ms	Full Name: _____
------------------------------	-------------------------

Contact Details – Email / Mobile / Telephone : _____
Current Address: _____ _____
How Long at this address? _____ (If less than 12 months please provide details)
Homeless - Yes / No Travelling - Yes / No location: _____

Family Details (Details of anyone else who will be living with you)

Name	Age	Sex M/ F	Relationship to Applicant

Which of the following best describes your community – please choose one	
I am an English Traveller	Yes / No
I am an Irish Traveller	Yes / No
I am a Roma Gypsy	Yes / No
I am a New Age Traveller	Yes / No
I am an Eastern European Gypsy	Yes / No
None of the above	Yes / No

Do you have any Family on site?	Yes / No
If yes, who are they and what number do they live at?	
Do you have any Friends on site?	Yes / No
If yes, who are they and what number do they live at?	
Do you have any children attending schools in Bedford?	Yes / No
If Yes, please list the children and the schools they attend below	
Do you have any pets?	Yes / No
If yes, please list the type of pet and how many	
Do you owe this or any other Council rent arrears?	Yes / No
Do you or anyone living with you have a health visitor?	Yes / No
Do you or anyone living with you currently have ongoing medical Issues?	Yes / No
If Yes, please provide details or letters from your GP or Hospital	
Do you or a family member have a Social Worker?	Yes / No
If Yes, please provide the name of the Social Worker	
Do you or anyone on this application have a Probation Officer?	Yes / No
If Yes, please provide the name of the Probation Officer	
How many Caravans do you own? (please circle)	1 2 3
How many cars do you own?	1 2 3
How many Vans do you own?	1 2 3
Do you intend to use a mobile home if you get a permanent site?	Yes / No

Chapter 6 – Management of Council Owned Gypsy and Traveller Sites

1. Introduction

- 1.1 The Council is the owner of 2 sites that are for the Gypsy and Traveller Community. A permanent site, Kempston Hardwick Caravan Site, which comprises of 22 permanent plots and Meadow Lane Emergency Stopping Site with 9 short term pitches.
- 1.2 The overall management of these sites is the responsibility of the Business Support and Operational Housing department in Adult and Community services. The responsibility falls to the Supported Housing Service within this department.
- 1.3 In order to ensure that the sites are managed effectively, the following aims and objectives will guide the decisions made;
 - The sites will be managed to provide a safe and secure environment for the occupants and a safe working environment for staff
 - Notwithstanding the ethnicity of the occupants, the sites will be managed in line with current accepted good practice in relation to housing management
 - No harassment by any person or persons either implied or explicit towards the occupants or staff will be tolerated
 - The sites will be managed with a view to being financially self supporting where this is achievable
- 1.4 The management of permanent sites and emergency stopping places is very different and this is reflected in the following guidelines.

2 Kempston Hardwick Management Arrangements

- 2.1 The Kempston Hardwick Caravan site is a permanent site which comprises of 22 pitches. Each pitch has a tenancy agreement which is compliant with the Mobile Homes Act 1983. A copy of the agreement is attached at the end of this chapter.
- 2.2 A site manager is available on site for at least 3 hours a day between Monday and Friday. They will be available in the site office. Outside of normal working hours, all residents have the out of hours emergency number which will connect with the relevant on call Council Officer.
- 2.3 The role of the Site Manager is primarily to ensure that all terms and conditions of the tenancy agreement are adhered to. This involves but is not limited to;
 - Collection of any rent due
 - Collection of service charges
 - Selling of electric cards

- Reporting of repairs
- General maintenance of the site
- Liaison with other Council and Public bodies

2.4 The site manager is also responsible for ensuring that any breaches of the tenancy agreement are reported and rectified. This includes the issuing and enforcing of breach notices where appropriate.

2.5 In order to ensure that the site manager is able to conduct their role effectively, it will be necessary to involve the Head of Supported Housing in issuing breach notices and taking action against residents where the residents fail to comply with directions. In the extreme cases where an eviction is required, this will be directed and undertaken by the Head of Supported Housing through the Legal services department following the court process outlined in the Mobile Homes Act 1983.

3 Meadow Lane Management Arrangements

3.1 The Meadow Lane Emergency Stopping place is very different to the permanent site at Kempston Hardwick and the arrangements for managing the site reflect this.

3.2 Meadow Lane Emergency Stopping place is a transit site and consists of 9 pitches. It can accommodate up to 9 caravans and 9 vehicles at any one time. In order to comply with the planning permission, the maximum length of stay on site is 28 days after which the individual or individuals will have to leave the site.

3.3 The provisions of the Mobile Homes Act 1983 apply to transit sites under Chapter 3 of the Act. This means all occupants will be issued with a licence to occupy a draft of which is attached at the end of this Chapter. Without a licence in place, no access can be granted.

3.4 In order to operate the site safely, a robust process will be followed at all times which controls access to the site and maintains an effective management approach. This will include the up front payment of a £5 per day per caravan charge and a deposit of £20 per key fob that will be taken in advance of permitting access to the site.

3.5 In managing the site effectively the following guidelines will apply at all times.

1. The site access will be controlled through the key fob system at all times. Access will not be provided to anyone at anytime except through the key fob system without the express permission of the Gypsy and Traveller Liaison Officer or the Head of Supported Housing.

2. No one will be permitted to enter the site for the purposes of staying on site unless they have first signed a copy of the licence agreement and have paid any charges due under that agreement.
 3. Due to the access requirements, access to the site will only be available during normal office hours.
 4. When an individual or individuals wish to access the site, the Gypsy and Traveller Liaison Officer advise the CCTV operating room requesting observation of the site and will attend the site and complete the licence agreements for each caravan wishing to access the site. The occupants will be advised of their rights and obligations and the Council's rights and obligations as part of this process. Where the risk is assessed as high, Police attendance will be requested with the Gypsy and Traveller Liaison Officer.
 5. Any payment due as a result of the licence agreements will be taken by the Gypsy and Traveller Liaison Officer in advance before permitting access to the site. If no payment is made then no access will be given. No exceptions will be made to this.
 6. If not already in place, the Gypsy and Traveller Liaison Officer will arrange for a water bowser containing non-potable water to be delivered to the site along with a sufficient number of portaloos for the number of occupants. The water bowser will be replenished on a regular basis
 7. The Gypsy and Traveller Officer will maintain accurate records of those occupying the site, including any dates by which individuals cease to be able to occupy the site.
 8. Where an occupant breaches a condition of the licence, they will be given a breach notice giving 24 hours to remedy that breach. If they do not comply then they will be evicted from the site.
- 3.6 In order to manage the high risk to staff of operating a transit site in a remote location, the assistance of the CCTV control room in monitoring site visits and joint working with the police will be required. This is especially true when removing individuals from the site.
- 3.7 Under the terms of the Mobile Homes Act 1983 Schedule 1 Chapter 3, the Council, as the owner of the site is able to remove individuals from the transit site when it deems it is reasonable to do so where a breach of the licence has occurred. This does not require a court order. Where such action is required, the following process will be followed at all times.
1. On the expiry of a breach notice, if the individual has not complied with the notice, the Gypsy and Traveller Liaison Officer will telephone the individual and ask them to leave the site. If they are

not able to reach them by phone, the Gypsy and Traveller Officer will request attendance with the Police in order to ask them to leave personally. The individual will be advised that if they do not leave by a certain time, then their fob will be deactivated and bailiffs will be called to remove them. All staff will then withdraw from the site.

2. Where such a request to leave is refused the Gypsy and Traveller Officer will then deactivate the key fob of the individual preventing them from gaining access to the site. A call will be made to the appropriate bailiffs to attend and remove the individual from the site and if the Police are not already aware, the Gypsy and Traveller Liaison Officer will notify them.
3. Upon the bailiffs attendance the gates will be remotely opened to allow the bailiffs access and to provide an opportunity to leave for the individual or individuals. If they do not leave then the bailiffs will remove them and their property from the site.
4. A record will be made of any individuals who are removed from the site and kept for 12 months from the date of removal. They will not be permitted to access the site during the 12 months they are on the list.

4. Working with the Police to access Meadow Lane

- 4.1 Joint working with the police is essential to ensuring that the Councils sites are managed effectively.
- 4.2 The Police will liaise with the Gypsy and Traveller Liaison Officer when requesting to move an un-authorised encampment onto the Meadow Lane Emergency Stopping place.
- 4.3 Where there is insufficient room for the un-authorised encampment to move onto the Meadow Lane Emergency Stopping place, e.g. 12 caravans are seeking access but there are only 6 empty pitches, access will be provided only to the number of caravans that can be accommodated. No exceptions will be made to this.
- 4.4 Where an individual or a group of individuals is moved by the Police to Meadow Lane, but they are not willing to sign a licence agreement and adhere to the terms of the agreement, they will not be given access to the Meadow Lane Emergency Stopping place.

Tenancy for Permanent Pitches at Kempston Hardwick

Written Statement in relation to the Mobile Homes Act 1983

IMPORTANT – YOU MUST BE OVER 18 YEARS OF AGE TO ENTER THIS AGREEMENT. PLEASE READ THIS STATEMENT CAREFULLY AND KEEP IT IN A SAFE PLACE. IT SETS OUT THE TERMS ON WHICH YOU ARE ENTITLED TO KEEP YOUR MOBILE HOME ON SITE AND TELLS YOU ABOUT THE RIGHTS WHICH ARE GIVEN TO YOU BY LAW. IF THERE IS ANYTHING YOU DO NOT UNDERSTAND YOU SHOULD GET ADVICE (FOR EXAMPLE FROM A SOLICITOR OR A CITIZENS ADVICE BUREAU).

PART 1

Express Terms (other than those specified in Part 4)

1. The Mobile Homes Act 1983 (“the 1983 Act”) applies to the agreement.

Parties to the agreement

2. The parties to the agreement are—

.....
(Name and address of person entitled to station a mobile home on the pitch)

Bedford Borough Council of Borough Hall Bedford MK42 9AP
(Name and address of the local authority)

Start date

3. The agreement began on..... *(insert date)*

Particulars of the pitch

4. The particulars of the land on which you are entitled to station your mobile home are—

.....
.....
.....

Plan

5. A plan showing—

- (a) the size and location of the pitch;
- (b) the size of the base on which the mobile home is stationed; and
- (c) measurements between identifiable fixed points on the site and the pitch and base;

is attached to this statement.

Pitch fee

6. The pitch fee is payable weekly

The pitch fee is £78.00

The following services are included in the pitch fee—

None

Review of pitch fee

7. The pitch fee will be reviewed on 1st April 2014

This date is the review date.

Additional charges

8. An additional charge is made for the following matters—

Water and Sewerage

The additional charge is £12.00 per week

PART 2

Information about your rights

The 1983 Act

1. Because you have an agreement with a local authority which entitles you to keep your mobile home on its site and live in it as your home, you have certain rights under the 1983 Act, affecting in particular your security of tenure and the review of the pitch fee.

Implied terms

2. These rights, which are contained in the implied terms set out in Part 3 of this statement, apply automatically and cannot be overridden, so long as your agreement continues to be one to which the 1983 Act applies.

Express terms

3. If you are not happy with any of the express terms of your agreement (as set out in Part 4 of this statement) you should discuss them with the local authority, who may agree to change them.

Unfair terms

4. If you consider that any of the express terms of the agreement (as set out in Part 4 of this statement) are unfair, you can, in accordance with the provisions of the Unfair Terms in Consumer Contracts Regulations 1999(7), complain to the Office of Fair Trading or any qualifying body.

PART 3

Implied Terms

Under the 1983 Act certain terms are automatically included in your agreement. These implied terms are set out in Part 1 of Schedule 1 to the 1983 Act.

Duration of agreement

1. Subject to paragraph 2 below, the right to station the mobile home on land forming part of the protected site subsists until the agreement is determined under paragraph 3, 4, 5 or 6 below.
2. (1) If the owner's estate or interest is insufficient to enable him to grant the right for an indefinite period, the period for which the right subsists must not extend beyond the date when the owner's estate or interest determines.

(2) If planning permission for the use of the protected site as a site for mobile homes has been granted in terms such that it will expire at the end of a specified period, the period for which the right subsists must not extend beyond the date when the planning permission expires.

(3) If before the end of a period determined by this paragraph there is a change in circumstances which allows a longer period, account must be taken of that change.

Termination by occupier

3. The occupier is entitled to terminate the agreement by notice in writing given to the owner not less than four weeks before the date on which it is to take effect.

Termination by owner

4. The owner is entitled to terminate the agreement forthwith, if on the application of the owner, the court—
 - (a) is satisfied that the occupier has breached a term of the agreement and, after service of a notice to remedy the breach, has not complied with the notice within a reasonable time; and
 - (b) considers it reasonable for the agreement to be terminated.
5. The owner is entitled to terminate the agreement forthwith if, on the application of the owner, the court—
 - (a) is satisfied that the occupier is not occupying the mobile home as his only or main residence; and
 - (b) considers it reasonable for the agreement to be terminated.
6. (1) The owner is entitled to terminate the agreement forthwith if, on the application of the owner, the court—
 - (a) is satisfied that, having regard to its condition, the mobile home is having a detrimental effect on the amenity of the site; and

(b) then, on the application of the owner, the court, having regard to its determination and to any other circumstances, considers it reasonable for the agreement to be terminated.

(2) Sub-paragraphs (3) and (4) below apply if, on an application under sub-paragraph (1)(a) above—

(a) the court considers that, having regard to the present condition of the mobile home, it is having a detrimental effect on the amenity of the site, but

(b) it also considers that it would be reasonably practicable for particular repairs to be carried out on the mobile home that would result in the mobile home not having that detrimental effect, and

(c) the occupier indicates to the court that the occupier intends to carry out those repairs.

(3) In such a case the court may make an interim order-

(a) specifying the repairs that must be carried out and the time within which they must be carried out, and

(b) adjourning proceedings on the application for such period specified in the order as the court considers reasonable to allow the repairs to be carried out.

(4) If the court makes such an interim order under sub paragraph (3), it must not make a determination under sub paragraph (1) (a) unless it is satisfied that the specified period has expired without the repairs having been carried out.

Recovery of overpayments by occupier

7. Where the agreement is terminated as mentioned in paragraph 3, 4, 5 or 6 above, the occupier is entitled to recover from the owner so much of any payment made by the occupier in pursuance of the agreement as is attributable to a period beginning after the termination.

Re-siting of mobile home

8. (1) The owner is entitled to require that the occupier's right to station the mobile home is exercisable for any period in relation to another pitch forming part of the protected site or a pitch forming part of another protected site ("the other pitch") if (and only if)—

(a) on the application of the owner, the court is satisfied that the other pitch is broadly comparable to the occupier's original pitch and that it is reasonable for the mobile home to be stationed on the other pitch for that period; or

(b) the owner needs to carry out essential repair or emergency works that can only be carried out if the mobile home is moved to the other pitch for that period, and the other pitch is broadly comparable to the occupier's original pitch.

(2) If the owner requires the occupier to station the mobile home on the other pitch so that he can replace, or carry out repairs to, the base on which the mobile home is stationed, the owner must if the occupier so requires, or the court on the application of the occupier so orders, secure that the mobile home is returned to the original pitch on the completion of the replacement or repairs.

(3) The owner must pay all the costs and expenses incurred by the occupier in connection with his mobile home being moved to and from the other pitch.

(4) In this paragraph and in paragraph 11 below, “essential repair or emergency works” means—

- (a) repairs to the base on which the mobile home is stationed;
- (b) repairs to any outhouse and facilities provided by the owner on the pitch and to any gas, electricity, water, sewerage or other services or other amenities provided by the owner in such outhouses;
- (c) works or repairs needed to comply with any relevant legal requirements; or
- (d) works or repairs in connection with restoration following flood, landslide or other natural disaster.

Quiet enjoyment of the mobile home

9. The occupier is entitled to quiet enjoyment of the mobile home together with the pitch during the continuance of the agreement, subject to paragraphs 8, 10, 11 and 12.

10 The owner may enter the pitch without prior notice between the hours of 9 a.m. and 6 p.m.

(a) to deliver written communications, including post and notices, to the occupier; and

(b) to read any meter for gas, electricity, water, sewerage or other services supplied by the owner.

11. The owner may enter the pitch to carry out essential repair or emergency works on giving as much notice to the occupier (whether in writing or otherwise) as is reasonably practicable in the circumstances.

12. Unless the occupier has agreed otherwise, the owner may enter the pitch for a reason other than one specified in paragraph 10 or 11 only if the owner has given the occupier at least 14 clear days’ written notice of the date, time and reason for his visit.

13. The rights conferred by paragraphs 10 to 12 above do not extend to the mobile home.

The pitch fee

14. The pitch fee can only be changed in accordance with paragraph 15, either—

(a) with the agreement of the occupier, or

(b) if the court, on the application of the owner or the occupier, considers it reasonable for the pitch fee to be changed and makes an order determining the amount of the new pitch fee.

15.(1) The pitch fee will be reviewed annually as at the review date.

(2) At least 28 clear days before the review date the owner must serve on the occupier a written notice setting out the owner’s proposals in respect of the new pitch fee.

(3) If the occupier agrees to the proposed new pitch fee, it is payable as from the review date.

(4) If the occupier does not agree to the proposed new pitch fee—

(a) the owner may apply to the court for an order under paragraph 14(b) determining the amount of the new pitch fee;

(b) the occupier must continue to pay the current pitch fee to the owner until such time as the new pitch fee is agreed by the occupier or an order determining the amount of the new pitch fee is made by the court under paragraph 14(b); and

(c) the new pitch fee is payable as from the review date but the occupier is not to be treated as being in arrears until the 28th day after the date on which the new pitch fee is agreed or, as the case may be, the 28th day after the date of the court order determining the amount of the new pitch fee.

(5) An application under sub-paragraph (4)(a) may be made at any time after the end of the period of 28 days beginning with the review date but no later than three months after the review date.

(6) Sub-paragraphs (7) to (10) apply if the owner—

(a) has not served the notice required by sub-paragraph (2) by the time by which it was required to be served, but

(b) at any time thereafter serves on the occupier a written notice setting out the owner's proposals in respect of a new pitch fee.

(7) If (at any time) the occupier agrees to the proposed pitch fee, it is payable as from the 28th day after the date on which the owner serves the notice under sub-paragraph (6)(b).

(8) If the occupier has not agreed to the proposed pitch fee—

(a) the owner may apply to the court for an order under paragraph 14(b) determining the amount of the new pitch fee;

(b) the occupier must continue to pay the current pitch fee to the owner until such time as the new pitch fee is agreed by the occupier or an order determining the amount of the new pitch fee is made by the court under paragraph 14(b); and

(c) if the court makes such an order, the new pitch fee must be payable as from the 28th day after the date on which the owner serves the notice under sub-paragraph (6)(b).

(9) An application under sub-paragraph (8) may be made at any time after the end of the period of 56 days beginning with the date on which the owner serves the notice under sub-paragraph (6)(b) but no later than four months after the date on which the owner serves that notice.

(10) The court may permit an application under sub-paragraph (4)(a) or (8)(a) to be made to it outside the time limit specified in sub-paragraph (5) (in the case of an application under sub-paragraph (4)(a)) or in sub-paragraph (9) (in the case of an application under sub-paragraph (8)(a)) if it is satisfied that, in all the circumstances, there are good reasons for the failure to apply within the applicable time limit and for any delay since then in applying for permission to take the application out of time.

(11) The occupier is not be treated as being in arrears—

(a) where sub-paragraph (7) applies, until the 28th day after the date on which the new pitch fee is agreed; or

(b) where sub-paragraph (8)(b) applies, until the 28th day after the date on which the new pitch fee is agreed or, as the case may be, the 28th day after the date of the court order determining the amount of the new pitch fee.

16.(1) When determining the amount of the new pitch fee particular regard must be had to—

(a) any sums expended by the owner since the last review date on improvements—

(i) which are for the benefit of the occupiers of mobile homes on the protected site;

(ii) which were the subject of consultation in accordance with paragraph 20(e) and (f) below; and

(iii) to which a majority of the occupiers have not disagreed in writing or which, in the case of such disagreement, the court, on the application of the owner, has ordered should be taken into account when determining the amount of the new pitch fee;

(b) any decrease in the amenity of the protected site since the last review date; and

(c) the effect of any enactment which has come into force since the last review date.

(2) When calculating what constitutes a majority of the occupiers for the purposes of sub-paragraph (1)(a)(iii) each mobile home is to be taken to have only one occupier and, in the event of there being more than one occupier of a mobile home, its occupier is to be taken to be the occupier whose name first appears on the agreement.

(3) In a case where the pitch fee has not been previously reviewed, references in this paragraph to the last review date are to be read as references to the date when the agreement commenced.

17 When determining the amount of the new pitch fee no regard may be had to-

(a) any costs incurred by the owner in connection with expanding the protected site, or

(b) any costs incurred by the owner in relation to the conduct of proceedings under this Act or the agreement.

18.(1) There is a presumption that the pitch fee will increase or decrease by a percentage which is no more than any percentage increase or decrease in the retail prices index since the last review date, unless this would be unreasonable having regard to paragraph 16(1) above.

(2) Paragraph 16(3) above applies for the purposes of this paragraph as it applies for the purposes of paragraph 16.

Occupier's obligations

19.The occupier must—

- (a) pay the pitch fee to the owner;
- (b) pay to the owner all sums due under the agreement in respect of gas, electricity, water, sewerage or other services supplied by the owner;
- (c) keep the mobile home in a sound state of repair;
- (d) maintain—
 - (i) the outside of the mobile home, and
 - (ii) the pitch, including all fences and outbuildings belonging to, or enjoyed with, it and the mobile home,in a clean and tidy condition; and
- (e) if requested by the owner, provide the owner with documentary evidence of any costs or expenses in respect of which the occupier seeks reimbursement.

Owner's obligations

20.The owner must—

- (a) if requested by the occupier, and on payment by the occupier of a charge of not more than £30, provide accurate written details of—
 - (i) the size of the pitch and the base on which the mobile home is stationed; and
 - (ii) the location of the pitch and the base within the protected site;and such details must include measurements between identifiable fixed points on the protected site and the pitch and the base;
- (b) if requested by the occupier, provide (free of charge) documentary evidence in support and explanation of—
 - (i) any new pitch fee;
 - (ii) any charges for gas, electricity, water, sewerage or other services payable by the occupier to the owner under the agreement; and
 - (iii) any other charges, costs or expenses payable by the occupier to the owner under the agreement;
- (c) be responsible for repairing the base on which the mobile home is stationed and for maintaining any gas, electricity, water, sewerage or other services supplied by the owner to the pitch or to the mobile home;
- (d) be responsible for repairing other amenities provided by the owner on the pitch including any outhouses and facilities provided;
- (e) maintain in a clean and tidy condition those parts of the protected site, including access ways, site boundary fences and trees, which are not the responsibility of any occupier of a mobile home stationed on the protected site;

(f) consult the occupier about improvements to the protected site in general, and in particular about those which the owner wishes to be taken into account when determining the amount of any new pitch fee; and

(g) consult a qualifying residents' association, if there is one, about all matters which relate to the operation and management of, or improvements to, the protected site and may affect the occupiers either directly or indirectly.

21. The owner must not do or cause to be done anything which may adversely affect the ability of the occupier to perform the occupier's obligations under paragraph 19(c) and (d) above.

22. For the purposes of paragraph 20(f) above, to "consult" the occupier means—

(a) to give the occupier at least 28 clear days' notice in writing of the proposed improvements which—

(i) describes the proposed improvements and how they will benefit the occupier in the long and short term;

(ii) details how the pitch fee may be affected when it is next reviewed; and

(iii) states when and where the occupier can make representations about the proposed improvements; and

(b) to take into account any representations made by the occupier about the proposed improvements, in accordance with paragraph (a)(iii), before undertaking them.

23. For the purposes of paragraph 20(g) above, to "consult" a qualifying residents' association means—

(a) to give the association at least 28 clear days' notice in writing of the matters referred to in paragraph 22(f) which—

(i) describes the matters and how they may affect the occupiers either directly or indirectly in the long and short term; and

(ii) states when and where the association can make representations about the matters; and

(b) to take into account any representations made by the association, in accordance with paragraph (a)(ii), before proceeding with the matters.

Owner's name and address

24.(1) The owner must by notice inform the occupier and any qualifying residents' association of the address in England or Wales at which notices (including notices of proceedings) may be served on him by the occupier or a qualifying residents' association.

(2) If the owner fails to comply with sub-paragraph (1), then any amount otherwise due from the occupier to the owner in respect of the pitch fee must be treated for all purposes as not being due from the occupier to the owner at any time before the owner does so comply.

(3) Where in accordance with the agreement the owner gives any written notice to the occupier or (as the case may be) a qualifying residents' association, the

notice must contain the following information the name and address of the owner.

(4) Where—

(a) the occupier or a qualifying residents' association receives such a notice, but

(b) it does not contain the information required to be contained in it by virtue of sub-paragraph (3) above,

the notice is to be treated as not having been given until such time as the owner gives the information to the occupier or (as the case may be) the association in respect of the notice.

(5) Nothing in sub-paragraphs (3) and (4) applies to any notice containing a demand to which paragraph 25(1) below applies.

25.(1) Where the owner makes any demand for payment by the occupier of the pitch fee, or in respect of services supplied or other charges, the demand must contain the name and address of the owner;.

(2) Where—

(a) the occupier receives such a demand, but

(b) it does not contain the information required to be contained in it by virtue of sub-paragraph (1),

the amount demanded is to be treated for all purposes as not being due from the occupier to the owner at any time before the owner gives that information to the occupier in respect of the demand.

Qualifying residents' association

26.(1) A residents' association is a qualifying residents' association in relation to a protected site if—

(a) it is an association representing the occupiers of mobile homes on that site;

(b) at least 50 per cent. of the occupiers of the mobile homes on that site are members of the association;

(c) it is independent from the owner, who together with any agent or employee of his is excluded from membership;

(d) subject to paragraph(c) above, membership is open to all occupiers who own a mobile home on that site;

(e) it maintains a list of members which is open to public inspection together with the rules and constitution of the residents' association;

(f) it has a chair, secretary and treasurer who are elected by and from among the members;

(g) with the exception of administrative decisions taken by the chair, secretary and treasurer acting in their official capacities, decisions are taken by voting and there is only one vote for each mobile home; and

(h) the owner has acknowledged in writing to the secretary that the association is a qualifying residents' association, or, in default of this, the court has so ordered.

(2) When calculating the percentage of occupiers for the purpose of subparagraph (1)(b) above, each mobile home must be taken to have only one occupier and, in the event of there being more than one occupier of a mobile home, its occupier is to be taken to be the occupier whose name first appears on the agreement.

Interpretation

27. In this Part—

“pitch fee” means the amount which the occupier is required by the agreement to pay to the owner for the right to station the mobile home on the pitch and for use of the common areas of the protected site and their maintenance, but does not include amounts due in respect of gas, electricity, water and sewerage or other services, unless the agreement expressly provides that the pitch fee includes such amounts;

“retail prices index” means the general index (for all items) published by the Statistics Board or, if that index is not published for a relevant month, any substituted index or index figures published by the Board or if the said index ceases to be used by HM Government then any other index which HM Government uses in substitute for the same;

“review date” means the date specified in the written statement as the date on which the pitch fee will be reviewed in each year, or if no such date is specified, each anniversary of the date the agreement commenced; and

“written statement” means the written statement that the owner of the protected site is required to give to the occupier by section 1(2) of this Act.”

PART 4

Express terms of the agreement

This part of the written statement sets out other terms of the agreement which are agreed between you and the local authority in addition to the implied terms.

Collection of pitch fee and additional charges

1. The site manager or such other person carrying a letter of authority from the Owner will visit the pitch regularly to collect pitch fee and additional charges and issue an official receipt

Temporary Absence

2. (1)The occupier shall notify the owner in advance if the occupier proposes to remove for a temporary period the mobile home from the pitch giving details of
 - (a) the proposed date of the removal; and
 - (b) the proposed date of return(2). The occupier shall not remove the mobile home from the pitch provided for a period or a series of periods exceeding 13 weeks in any period of twelve months.
(3).The occupier is liable to pay the pitch fee and additional charges during any period that the mobile home is temporarily absent from the pitch

Unauthorised Mobile Homes

- 2 The occupier shall not station or permit or allow to be stationed more than one mobile home on the pitch without the prior written consent of the owner

Abandoned Items or vehicles

- 3 (1) The owner may remove and dispose of any items or vehicles (including motor vehicles caravan's mobile homes boats trailers etc) which the Site Manager considers to be abandoned on the site or unsightly.
(2) The owner has the right to recover any removal costs from those responsible for such items or vehicles.

Use of pitch

4. (1) The occupier must not use or permit or allow to be used the pitch or any part of the site for any trading or business activity without first obtaining the prior express written permission of the Site Manager
(2) The occupier must not store dump or dispose of or permit or allow to be stored dumped or disposed of, any material on the pitch or any part of the site or adjacent land other than disposal of household refuse using the regular approved refuse collection arrangements

(3) The occupier must make sure that any mobile home on the pitch is kept in good condition and maintained mobile throughout the term of the agreement

(4) The occupier must ensure that any mobile home on the pitch is located at a distance of not less than 6 metres from any other mobile home on the site

Occupiers

5 (1) The occupier must provide to the owners the full names of all persons permanently residing on the pitch

(2) The occupier must not permit or allow any person other than the persons whose names are provided in accordance with sub-paragraph (1) in to reside on the pitch for more than seven consecutive days without first having obtained the written permission of the Site Manager

Care of Plot

6 (1) The occupier-

(a) shall not damage or permit or allow to be damaged the pitch and amenity block including all plant and fittings which supply electricity water and other services and any landscaped areas and trees;

(b) shall keep the pitch and amenity block clean and free from vermin;

(c) shall not

(i) make or permit or allow to be made any alterations or additions to; or

(ii) tamper or permit or allow to be tampered with in any way

the amenity block plant fittings and services

(d) shall not install or use or permit to be installed or used any alternative form of heating without the prior written consent of the Site Manager

(e) shall make good any damage on the pitch caused in contravention of sub-paragraphs (1) immediately to the reasonable satisfaction of the Site Manager.

(2) The occupier shall repay on demand any sum expended by the owner for the repair or replacement of any item on the pitch which the Licensee has failed to repair or replace in accordance with sub-paragraph (1)

Utilities and electrical safety

7 (1) The occupier shall

(a) pay for the electricity supply to the pitch by means of the pre-payment card system and ensure the safe custody of the meter (if applicable) and to comply with the Owner's Revenue Protection Policy for Electricity :

(b) pay for any damage to water or electricity supplies on the pitch.:

(c) pay for all water supplied to and wastewater processed from the pitch by means of the additional charge which is payable to the owner ;

(d) provide an electrical installation within the mobile home and, when requested by the Site Manager, produce within 28 days to the owner (at the occupier's expense) an Electrical Safety Certificate from an approved NICEIC registered Electrician

(e) when requested by the Site Manager as a result of any identified or emergency situation, other than an electricity installation/fault, produce within 28 days to the owner (at the occupier's expense) any necessary certificate of compliance from an approved contractor employed by the occupier;

(2) The owner may increase the additional charge payable by the occupier on giving 28 days written notice to the occupier

Nuisance Violence and Crime

8 (1) The occupier shall

(a) not to cause or permit or allow anyone residing on the pitch or anyone visiting the pitch to be cause a nuisance or act in a way likely to cause a nuisance to

(i) others in the locality of the site; or

(ii) other occupiers of the site; or

(iii) the owner its agents employees or contractors

(b) be responsible for the behaviour acts and omissions of all persons residing on the pitch including visitors to the occupier entering the pitch or the site.

(2) The occupier or any resident or visitor must not

(a) be convicted of an arrestable offence committed in or near the site;

(b) use the pitch or site for illegal or immoral purposes;

(c) use violence on or threaten violence towards anyone living on the site or behave in a threatening or violent way towards any public service employees, agents, contractors elected councillors, other occupiers of the site, or lawful visitors to the site

(d) harass threaten or cause offence to others in the neighbourhood (including other occupiers on the site) or to any of the owner's employees, agents appointed contractors or others for any reason because of their colour nationality, ethnic or national origins, religion sex, sexuality or disabilities

(e) make any noise including playing loud music that causes nuisance or annoyance to others in the neighbourhood (including other occupiers on the site)

(f) invite any persons subject to a direction banning them from the site to visit the site or occupy the pitch. The owner will periodically inform licensees of the names of any such persons

(3) Notwithstanding the generality of sub-paragraphs (1) and (2) the occupier or any resident or visitor must not

(a) own handle or otherwise deal with illegal drugs or similar substances or knowingly allow the same to be owned handled or dealt with on the pitch or the site; or

(b) drive a vehicle or ride a motorbike (which expression shall include a quad bike) on the site at a speed or in such a manner as shall in the opinion of the Site Manager be considered dangerous or likely to cause nuisance or fear to other occupiers or residents

Hazardous Substances

9 The occupier must

(a) keep all flammable liquids gas cylinders and any other dangerous substances (except for items designed and produced for normal domestic use) outside the mobile home and amenity block and comply with the legal requirements for their storage and use;

(b) be responsible for the safe and legal disposal of all the gas bottles used

Parking

10 The occupier must not or permit or allow other residents of the pitch or visitors to the pitch to

(a) park or allow visitors to park vehicles (whether motorised or not) on the site other than on the parking area provided (if any); or

(b) otherwise cause an obstruction to the free passage of vehicles on the site.

Animals

11. (1) The occupier shall not keep or permit or allow to be kept any animal (whether domestic or farm) on the pitch or the site without the prior written permission of the owner (such permission not to be unreasonably withheld or delayed)

(2) The owner may remove any animal that it has not permitted to be kept on the pitch or the site or that it considers to be causing a nuisance

(3) The occupier shall ensure that in respect of any animals kept on the pitch, all residents of the pitch shall comply with requirements of the Dangerous Dogs Act 1991 or any other legalisation governing the keeping and transit of animals and any reasonable requirements of the Site Manager in respect of the restraining or muzzling of animals

Property and Personal Possessions

12 (1) The occupier is responsible for all property and personal possessions brought onto the pitch.

(2) The owner will not be liable for any loss or damage to property or personal possessions brought onto the pitch unless the loss or damage is caused by the deliberate acts or negligent omissions of the owner or its employees.

Extra Structures

13 The occupier shall not erect or permit or allow to be erected fences sheds or other structures on the pitch or the site without the prior written consent of the Owner and without first obtaining any planning consents that may be required.

Boundaries

14 (1) The occupier shall not extend the boundaries of the pitch onto or otherwise occupy any neighbouring pitches landscaped areas or other neighbouring land.

(2) The occupier shall not damage or permit or allow to be damaged any trees fences or structures on the site or land adjoining the site

Fires

15 (1) The occupier shall not light fires or permit or allow fires to be lit on the pitch or site except in properly constructed stoves or grates inside the mobile home.

(2) The occupier shall not light bonfires or permit or allow bonfires to be lit on the pitch or site without the Site Manager's prior written consent.

(3) If such consent is given for the lighting of a bonfire it must be managed at all times in such a way as not to risk health or safety or cause nuisance to other occupiers, neighbours or users of adjacent land or highways

Vacation of pitch

16 The occupier shall on vacating the pitch

(a) leave the pitch in a clean and tidy condition and clear of all personal belongings and rubbish from the site; and

(b) leave with the Site Manager a forwarding mobile telephone number or e-mail address.

Interpretation

In this Part-

"additional charge" means the additional charges referred to in paragraph 8 of Part 1 of this Statement

"amenity block" means the permanent building erected on the pitch by the owner providing a kitchen and other facilities

"dangerous substance" means

(a) a substance or preparation which is explosive oxidising extremely flammable highly flammable or flammable

(b) a substance or preparation which because of its physico-chemical properties and the way it is used or is present in or on premises creates a risk and

(c) any dust whether in the form of solid particles or fibrous materials or otherwise which can form an explosive mixture with air or an explosive atmosphere

“pitch” means the pitch provided to the occupier from time to time by the owners under the agreement

“site” means the Kempston Hardwick Caravan Park Ampthill Road Kempston Hardwick Bedfordshire

Tenancy for Permanent Pitches at Willow Drift Caravan Site

Written Statement in relation to the Mobile Homes Act 1983

IMPORTANT – YOU MUST BE OVER 18 YEARS OF AGE TO ENTER THIS AGREEMENT. PLEASE READ THIS STATEMENT CAREFULLY AND KEEP IT IN A SAFE PLACE. IT SETS OUT THE TERMS ON WHICH YOU ARE ENTITLED TO KEEP YOUR MOBILE HOME ON SITE AND TELLS YOU ABOUT THE RIGHTS WHICH ARE GIVEN TO YOU BY LAW. IF THERE IS ANYTHING YOU DO NOT UNDERSTAND YOU SHOULD GET ADVICE (FOR EXAMPLE FROM A SOLICITOR OR A CITIZENS ADVICE BUREAU).

PART 1

Express Terms (other than those specified in Part 4)

2. The Mobile Homes Act 1983 (“the 1983 Act”) applies to the agreement.

Parties to the agreement

2. The parties to the agreement are—

.....
(Name and address of person entitled to station a mobile home on the pitch)

Bedford Borough Council of Borough Hall Bedford MK42 9AP
(Name and address of the local authority)

Start date

4. The agreement began on..... *(insert date)*

Particulars of the pitch

4. The particulars of the land on which you are entitled to station your mobile home are—

.....
.....
.....

Plan

5. A plan showing—

- (a) the size and location of the pitch;
- (b) the size of the base on which the mobile home is stationed; and
- (c) measurements between identifiable fixed points on the site and the pitch and base;

is attached to this statement.

Pitch fee

7. The pitch fee is payable weekly

The pitch fee is £79.00

The following services are included in the pitch fee—

None

Review of pitch fee

7. The pitch fee will be reviewed on 1st April 2015

This date is the review date.

Additional charges

8. An additional charge is made for the following matters—

Water and Sewerage

The additional charge is £14.00 per week

PART 2

Information about your rights

The 1983 Act

1. Because you have an agreement with a local authority which entitles you to keep your mobile home on its site and live in it as your home, you have certain rights under the 1983 Act, affecting in particular your security of tenure and the review of the pitch fee.

Implied terms

2. These rights, which are contained in the implied terms set out in Part 3 of this statement, apply automatically and cannot be overridden, so long as your agreement continues to be one to which the 1983 Act applies.

Express terms

3. If you are not happy with any of the express terms of your agreement (as set out in Part 4 of this statement) you should discuss them with the local authority, who may agree to change them.

Unfair terms

4. If you consider that any of the express terms of the agreement (as set out in Part 4 of this statement) are unfair, you can, in accordance with the provisions of the Unfair Terms in Consumer Contracts Regulations 1999(7), complain to the Office of Fair Trading or any qualifying body.

PART 3

Implied Terms

Under the 1983 Act certain terms are automatically included in your agreement. These implied terms are set out in Part 1 of Schedule 1 to the 1983 Act.

Duration of agreement

1. Subject to paragraph 2 below, the right to station the mobile home on land forming part of the protected site subsists until the agreement is determined under paragraph 3, 4, 5 or 6 below.
2. (1) If the owner's estate or interest is insufficient to enable him to grant the right for an indefinite period, the period for which the right subsists must not extend beyond the date when the owner's estate or interest determines.

(2) If planning permission for the use of the protected site as a site for mobile homes has been granted in terms such that it will expire at the end of a specified period, the period for which the right subsists must not extend beyond the date when the planning permission expires.

(3) If before the end of a period determined by this paragraph there is a change in circumstances which allows a longer period, account must be taken of that change.

Termination by occupier

3. The occupier is entitled to terminate the agreement by notice in writing given to the owner not less than four weeks before the date on which it is to take effect.

Termination by owner

4. The owner is entitled to terminate the agreement forthwith, if on the application of the owner, the court—
 - (a) is satisfied that the occupier has breached a term of the agreement and, after service of a notice to remedy the breach, has not complied with the notice within a reasonable time; and
 - (b) considers it reasonable for the agreement to be terminated.
5. The owner is entitled to terminate the agreement forthwith if, on the application of the owner, the court—
 - (a) is satisfied that the occupier is not occupying the mobile home as his only or main residence; and
 - (b) considers it reasonable for the agreement to be terminated.
6. (1) The owner is entitled to terminate the agreement forthwith if, on the application of the owner, the court—
 - (a) is satisfied that, having regard to its condition, the mobile home is having a detrimental effect on the amenity of the site; and

(b) then, on the application of the owner, the court, having regard to its determination and to any other circumstances, considers it reasonable for the agreement to be terminated.

(2) Sub-paragraphs (3) and (4) below apply if, on an application under sub-paragraph (1)(a) above—

(a) the court considers that, having regard to the present condition of the mobile home, it is having a detrimental effect on the amenity of the site, but

(b) it also considers that it would be reasonably practicable for particular repairs to be carried out on the mobile home that would result in the mobile home not having that detrimental effect, and

(c) the occupier indicates to the court that the occupier intends to carry out those repairs.

(3) In such a case the court may make an interim order-

(a) specifying the repairs that must be carried out and the time within which they must be carried out, and

(b) adjourning proceedings on the application for such period specified in the order as the court considers reasonable to allow the repairs to be carried out.

(4) If the court makes such an interim order under sub paragraph (3), it must not make a determination under sub paragraph (1) (a) unless it is satisfied that the specified period has expired without the repairs having been carried out.

Recovery of overpayments by occupier

7. Where the agreement is terminated as mentioned in paragraph 3, 4, 5 or 6 above, the occupier is entitled to recover from the owner so much of any payment made by the occupier in pursuance of the agreement as is attributable to a period beginning after the termination.

Re-siting of mobile home

8. (1) The owner is entitled to require that the occupier's right to station the mobile home is exercisable for any period in relation to another pitch forming part of the protected site or a pitch forming part of another protected site ("the other pitch") if (and only if)—

(a) on the application of the owner, the court is satisfied that the other pitch is broadly comparable to the occupier's original pitch and that it is reasonable for the mobile home to be stationed on the other pitch for that period; or

(b) the owner needs to carry out essential repair or emergency works that can only be carried out if the mobile home is moved to the other pitch for that period, and the other pitch is broadly comparable to the occupier's original pitch.

(2) If the owner requires the occupier to station the mobile home on the other pitch so that he can replace, or carry out repairs to, the base on which the mobile home is stationed, the owner must if the occupier so requires, or the court on the application of the occupier so orders, secure that the mobile home is returned to the original pitch on the completion of the replacement or repairs.

(3) The owner must pay all the costs and expenses incurred by the occupier in connection with his mobile home being moved to and from the other pitch.

(4) In this paragraph and in paragraph 11 below, “essential repair or emergency works” means—

(a) repairs to the base on which the mobile home is stationed;

(b) repairs to any outhouse and facilities provided by the owner on the pitch and to any gas, electricity, water, sewerage or other services or other amenities provided by the owner in such outhouses;

(c) works or repairs needed to comply with any relevant legal requirements; or

(d) works or repairs in connection with restoration following flood, landslide or other natural disaster.

Quiet enjoyment of the mobile home

9. The occupier is entitled to quiet enjoyment of the mobile home together with the pitch during the continuance of the agreement, subject to paragraphs 8, 10, 11 and 12.

10 The owner may enter the pitch without prior notice between the hours of 9 a.m. and 6 p.m.

(a) to deliver written communications, including post and notices, to the occupier; and

(b) to read any meter for gas, electricity, water, sewerage or other services supplied by the owner.

11. The owner may enter the pitch to carry out essential repair or emergency works on giving as much notice to the occupier (whether in writing or otherwise) as is reasonably practicable in the circumstances.

12. Unless the occupier has agreed otherwise, the owner may enter the pitch for a reason other than one specified in paragraph 10 or 11 only if the owner has given the occupier at least 14 clear days' written notice of the date, time and reason for his visit.

13. The rights conferred by paragraphs 10 to 12 above do not extend to the mobile home.

The pitch fee

14. The pitch fee can only be changed in accordance with paragraph 15, either—

(a) with the agreement of the occupier, or

(b) if the court, on the application of the owner or the occupier, considers it reasonable for the pitch fee to be changed and makes an order determining the amount of the new pitch fee.

15.(1) The pitch fee will be reviewed annually as at the review date.

(2) At least 28 clear days before the review date the owner must serve on the occupier a written notice setting out the owner's proposals in respect of the new pitch fee.

(3) If the occupier agrees to the proposed new pitch fee, it is payable as from the review date.

(4) If the occupier does not agree to the proposed new pitch fee—

(a) the owner may apply to the court for an order under paragraph 14(b) determining the amount of the new pitch fee;

(b) the occupier must continue to pay the current pitch fee to the owner until such time as the new pitch fee is agreed by the occupier or an order determining the amount of the new pitch fee is made by the court under paragraph 14(b); and

(c) the new pitch fee is payable as from the review date but the occupier is not to be treated as being in arrears until the 28th day after the date on which the new pitch fee is agreed or, as the case may be, the 28th day after the date of the court order determining the amount of the new pitch fee.

(5) An application under sub-paragraph (4)(a) may be made at any time after the end of the period of 28 days beginning with the review date but no later than three months after the review date.

(6) Sub-paragraphs (7) to (10) apply if the owner—

(a) has not served the notice required by sub-paragraph (2) by the time by which it was required to be served, but

(b) at any time thereafter serves on the occupier a written notice setting out the owner's proposals in respect of a new pitch fee.

(7) If (at any time) the occupier agrees to the proposed pitch fee, it is payable as from the 28th day after the date on which the owner serves the notice under sub-paragraph (6)(b).

(8) If the occupier has not agreed to the proposed pitch fee—

(a) the owner may apply to the court for an order under paragraph 14(b) determining the amount of the new pitch fee;

(b) the occupier must continue to pay the current pitch fee to the owner until such time as the new pitch fee is agreed by the occupier or an order determining the amount of the new pitch fee is made by the court under paragraph 14(b); and

(c) if the court makes such an order, the new pitch fee must be payable as from the 28th day after the date on which the owner serves the notice under sub-paragraph (6)(b).

(9) An application under sub-paragraph (8) may be made at any time after the end of the period of 56 days beginning with the date on which the owner serves the notice under sub-paragraph (6)(b) but no later than four months after the date on which the owner serves that notice.

(10) The court may permit an application under sub-paragraph (4)(a) or (8)(a) to be made to it outside the time limit specified in sub-paragraph (5) (in the case of an application under sub-paragraph (4)(a)) or in sub-paragraph (9) (in the case of an application under sub-paragraph (8)(a)) if it is satisfied that, in all the circumstances, there are good reasons for the failure to apply within the applicable time limit and for any delay since then in applying for permission to take the application out of time.

(11) The occupier is not be treated as being in arrears—

(a) where sub-paragraph (7) applies, until the 28th day after the date on which the new pitch fee is agreed; or

(b) where sub-paragraph (8)(b) applies, until the 28th day after the date on which the new pitch fee is agreed or, as the case may be, the 28th day after the date of the court order determining the amount of the new pitch fee.

16.(1) When determining the amount of the new pitch fee particular regard must be had to—

(a) any sums expended by the owner since the last review date on improvements—

(i) which are for the benefit of the occupiers of mobile homes on the protected site;

(ii) which were the subject of consultation in accordance with paragraph 20(e) and (f) below; and

(iii) to which a majority of the occupiers have not disagreed in writing or which, in the case of such disagreement, the court, on the application of the owner, has ordered should be taken into account when determining the amount of the new pitch fee;

(b) any decrease in the amenity of the protected site since the last review date; and

(c) the effect of any enactment which has come into force since the last review date.

(2) When calculating what constitutes a majority of the occupiers for the purposes of sub-paragraph (1)(a)(iii) each mobile home is to be taken to have only one occupier and, in the event of there being more than one occupier of a mobile home, its occupier is to be taken to be the occupier whose name first appears on the agreement.

(3) In a case where the pitch fee has not been previously reviewed, references in this paragraph to the last review date are to be read as references to the date when the agreement commenced.

17 When determining the amount of the new pitch fee no regard may be had to-

(a) any costs incurred by the owner in connection with expanding the protected site, or

(b) any costs incurred by the owner in relation to the conduct of proceedings under this Act or the agreement.

18.(1) There is a presumption that the pitch fee will increase or decrease by a percentage which is no more than any percentage increase or decrease in the retail prices index since the last review date, unless this would be unreasonable having regard to paragraph 16(1) above.

(2) Paragraph 16(3) above applies for the purposes of this paragraph as it applies for the purposes of paragraph 16.

Occupier's obligations

19.The occupier must—

- (a) pay the pitch fee to the owner;
- (b) pay to the owner all sums due under the agreement in respect of gas, electricity, water, sewerage or other services supplied by the owner;
- (c) keep the mobile home in a sound state of repair;
- (d) maintain—
 - (i) the outside of the mobile home, and
 - (ii) the pitch, including all fences and outbuildings belonging to, or enjoyed with, it and the mobile home,in a clean and tidy condition; and
- (e) if requested by the owner, provide the owner with documentary evidence of any costs or expenses in respect of which the occupier seeks reimbursement.

Owner's obligations

20.The owner must—

- (a) if requested by the occupier, and on payment by the occupier of a charge of not more than £30, provide accurate written details of—
 - (i) the size of the pitch and the base on which the mobile home is stationed; and
 - (ii) the location of the pitch and the base within the protected site;and such details must include measurements between identifiable fixed points on the protected site and the pitch and the base;
- (b) if requested by the occupier, provide (free of charge) documentary evidence in support and explanation of—
 - (i) any new pitch fee;
 - (ii) any charges for gas, electricity, water, sewerage or other services payable by the occupier to the owner under the agreement; and
 - (iii) any other charges, costs or expenses payable by the occupier to the owner under the agreement;
- (c) be responsible for repairing the base on which the mobile home is stationed and for maintaining any gas, electricity, water, sewerage or other services supplied by the owner to the pitch or to the mobile home;
- (d) be responsible for repairing other amenities provided by the owner on the pitch including any outhouses and facilities provided;
- (e) maintain in a clean and tidy condition those parts of the protected site, including access ways, site boundary fences and trees, which are not the responsibility of any occupier of a mobile home stationed on the protected site;

(f) consult the occupier about improvements to the protected site in general, and in particular about those which the owner wishes to be taken into account when determining the amount of any new pitch fee; and

(g) consult a qualifying residents' association, if there is one, about all matters which relate to the operation and management of, or improvements to, the protected site and may affect the occupiers either directly or indirectly.

21. The owner must not do or cause to be done anything which may adversely affect the ability of the occupier to perform the occupier's obligations under paragraph 19(c) and (d) above.

22. For the purposes of paragraph 20(f) above, to "consult" the occupier means—

(a) to give the occupier at least 28 clear days' notice in writing of the proposed improvements which—

(i) describes the proposed improvements and how they will benefit the occupier in the long and short term;

(ii) details how the pitch fee may be affected when it is next reviewed; and

(iii) states when and where the occupier can make representations about the proposed improvements; and

(b) to take into account any representations made by the occupier about the proposed improvements, in accordance with paragraph (a)(iii), before undertaking them.

23. For the purposes of paragraph 20(g) above, to "consult" a qualifying residents' association means—

(a) to give the association at least 28 clear days' notice in writing of the matters referred to in paragraph 22(f) which—

(i) describes the matters and how they may affect the occupiers either directly or indirectly in the long and short term; and

(ii) states when and where the association can make representations about the matters; and

(b) to take into account any representations made by the association, in accordance with paragraph (a)(ii), before proceeding with the matters.

Owner's name and address

24.(1) The owner must by notice inform the occupier and any qualifying residents' association of the address in England or Wales at which notices (including notices of proceedings) may be served on him by the occupier or a qualifying residents' association.

(2) If the owner fails to comply with sub-paragraph (1), then any amount otherwise due from the occupier to the owner in respect of the pitch fee must be treated for all purposes as not being due from the occupier to the owner at any time before the owner does so comply.

(3) Where in accordance with the agreement the owner gives any written notice to the occupier or (as the case may be) a qualifying residents' association, the

notice must contain the following information the name and address of the owner.

(4) Where—

(a) the occupier or a qualifying residents' association receives such a notice, but

(b) it does not contain the information required to be contained in it by virtue of sub-paragraph (3) above,

the notice is to be treated as not having been given until such time as the owner gives the information to the occupier or (as the case may be) the association in respect of the notice.

(5) Nothing in sub-paragraphs (3) and (4) applies to any notice containing a demand to which paragraph 25(1) below applies.

25.(1) Where the owner makes any demand for payment by the occupier of the pitch fee, or in respect of services supplied or other charges, the demand must contain the name and address of the owner;.

(2) Where—

(a) the occupier receives such a demand, but

(b) it does not contain the information required to be contained in it by virtue of sub-paragraph (1),

the amount demanded is to be treated for all purposes as not being due from the occupier to the owner at any time before the owner gives that information to the occupier in respect of the demand.

Qualifying residents' association

26.(1) A residents' association is a qualifying residents' association in relation to a protected site if—

(a) it is an association representing the occupiers of mobile homes on that site;

(b) at least 50 per cent. of the occupiers of the mobile homes on that site are members of the association;

(c) it is independent from the owner, who together with any agent or employee of his is excluded from membership;

(d) subject to paragraph(c) above, membership is open to all occupiers who own a mobile home on that site;

(e) it maintains a list of members which is open to public inspection together with the rules and constitution of the residents' association;

(f) it has a chair, secretary and treasurer who are elected by and from among the members;

(g) with the exception of administrative decisions taken by the chair, secretary and treasurer acting in their official capacities, decisions are taken by voting and there is only one vote for each mobile home; and

(h) the owner has acknowledged in writing to the secretary that the association is a qualifying residents' association, or, in default of this, the court has so ordered.

(2) When calculating the percentage of occupiers for the purpose of subparagraph (1)(b) above, each mobile home must be taken to have only one occupier and, in the event of there being more than one occupier of a mobile home, its occupier is to be taken to be the occupier whose name first appears on the agreement.

Interpretation

27. In this Part—

“pitch fee” means the amount which the occupier is required by the agreement to pay to the owner for the right to station the mobile home on the pitch and for use of the common areas of the protected site and their maintenance, but does not include amounts due in respect of gas, electricity, water and sewerage or other services, unless the agreement expressly provides that the pitch fee includes such amounts;

“retail prices index” means the general index (for all items) published by the Statistics Board or, if that index is not published for a relevant month, any substituted index or index figures published by the Board or if the said index ceases to be used by HM Government then any other index which HM Government uses in substitute for the same;

“review date” means the date specified in the written statement as the date on which the pitch fee will be reviewed in each year, or if no such date is specified, each anniversary of the date the agreement commenced; and

“written statement” means the written statement that the owner of the protected site is required to give to the occupier by section 1(2) of this Act.”

PART 4

Express terms of the agreement

This part of the written statement sets out other terms of the agreement which are agreed between you and the local authority in addition to the implied terms.

Collection of pitch fee and additional charges

1. The site manager or such other person carrying a letter of authority from the Owner will visit the pitch regularly to collect pitch fee and additional charges and issue an official receipt

Temporary Absence

2. (1)The occupier shall notify the owner in advance if the occupier proposes to remove for a temporary period the mobile home from the pitch giving details of
 - (a) the proposed date of the removal; and
 - (b) the proposed date of return

(2). The occupier shall not remove the mobile home from the pitch provided for a period or a series of periods exceeding 13 weeks in any period of twelve months.

(3).The occupier is liable to pay the pitch fee and additional charges during any period that the mobile home is temporarily absent from the pitch

Unauthorised Mobile Homes

- 2 The occupier shall not station or permit or allow to be stationed more than one mobile home on the pitch without the prior written consent of the owner

Abandoned Items or vehicles

- 3 (1) The owner may remove and dispose of any items or vehicles (including motor vehicles caravan's mobile homes boats trailers etc) which the Site Manager considers to be abandoned on the site or unsightly.

(2) The owner has the right to recover any removal costs from those responsible for such items or vehicles.

Use of pitch

4. (1) The occupier must not use or permit or allow to be used the pitch or any part of the site for any trading or business activity without first obtaining the prior express written permission of the Site Manager

(2) The occupier must not store dump or dispose of or permit or allow to be stored dumped or disposed of, any material on the pitch or any part of the site or adjacent land other than disposal of household refuse using the regular approved refuse collection arrangements

(3) The occupier must make sure that any mobile home on the pitch is kept in good condition and maintained mobile throughout the term of the agreement

(4) The occupier must ensure that any mobile home on the pitch is located at a distance of not less than 6 metres from any other mobile home on the site

Occupiers

5 (1) The occupier must provide to the owners the full names of all persons permanently residing on the pitch

(2) The occupier must not permit or allow any person other than the persons whose names are provided in accordance with sub-paragraph (1) in to reside on the pitch for more than seven consecutive days without first having obtained the written permission of the Site Manager

Care of Plot

6 (1) The occupier-

(c) shall not damage or permit or allow to be damaged the pitch and amenity block including all plant and fittings which supply electricity water and other services and any landscaped areas and trees;

(d) shall keep the pitch and amenity block clean and free from vermin;

(c) shall not

(i) make or permit or allow to be made any alterations or additions to; or

(ii) tamper or permit or allow to be tampered with in any way

the amenity block plant fittings and services

(d) shall not install or use or permit to be installed or used any alternative form of heating without the prior written consent of the Site Manager

(e) shall make good any damage on the pitch caused in contravention of sub-paragraphs (1) immediately to the reasonable satisfaction of the Site Manager.

(2) The occupier shall repay on demand any sum expended by the owner for the repair or replacement of any item on the pitch which the Licensee has failed to repair or replace in accordance with sub-paragraph (1)

Utilities and electrical safety

7 (1) The occupier shall

(a) pay for the electricity supply to the pitch by means of the pre-payment card system and ensure the safe custody of the meter (if applicable) and to comply with the Owner's Revenue Protection Policy for Electricity :

(b) pay for any damage to water or electricity supplies on the pitch.:

(c) pay for all water supplied to and wastewater processed from the pitch by means of the additional charge which is payable to the owner ;

(d) provide an electrical installation within the mobile home and, when requested by the Site Manager, produce within 28 days to the owner (at the occupier's expense) an Electrical Safety Certificate from an approved NICEIC registered Electrician

(e) when requested by the Site Manager as a result of any identified or emergency situation, other than an electricity installation/fault, produce within 28 days to the owner (at the occupier's expense) any necessary certificate of compliance from an approved contractor employed by the occupier;

(2) The owner may increase the additional charge payable by the occupier on giving 28 days written notice to the occupier

Nuisance Violence and Crime

8 (1) The occupier shall

(a) not to cause or permit or allow anyone residing on the pitch or anyone visiting the pitch to be cause a nuisance or act in a way likely to cause a nuisance to

(i) others in the locality of the site; or

(ii) other occupiers of the site; or

(iii) the owner its agents employees or contractors

(b) be responsible for the behaviour acts and omissions of all persons residing on the pitch including visitors to the occupier entering the pitch or the site.

(2) The occupier or any resident or visitor must not

(a) be convicted of an arrestable offence committed in or near the site;

(b) use the pitch or site for illegal or immoral purposes;

(c) use violence on or threaten violence towards anyone living on the site or behave in a threatening or violent way towards any public service employees, agents, contractors elected councillors, other occupiers of the site, or lawful visitors to the site

(d) harass threaten or cause offence to others in the neighbourhood (including other occupiers on the site) or to any of the owner's employees, agents appointed contractors or others for any reason because of their colour nationality, ethnic or national origins, religion sex, sexuality or disabilities

(e) make any noise including playing loud music that causes nuisance or annoyance to others in the neighbourhood (including other occupiers on the site)

(f) invite any persons subject to a direction banning them from the site to visit the site or occupy the pitch. The owner will periodically inform licensees of the names of any such persons

(3) Notwithstanding the generality of sub-paragraphs (1) and (2) the occupier or any resident or visitor must not

(a) own handle or otherwise deal with illegal drugs or similar substances or knowingly allow the same to be owned handled or dealt with on the pitch or the site; or

(b) drive a vehicle or ride a motorbike (which expression shall include a quad bike) on the site at a speed or in such a manner as shall in the opinion of the Site Manager be considered dangerous or likely to cause nuisance or fear to other occupiers or residents

Hazardous Substances

9 The occupier must

(a) keep all flammable liquids gas cylinders and any other dangerous substances (except for items designed and produced for normal domestic use) outside the mobile home and amenity block and comply with the legal requirements for their storage and use;

(b) be responsible for the safe and legal disposal of all the gas bottles used

Parking

10 The occupier must not or permit or allow other residents of the pitch or visitors to the pitch to

(c) park or allow visitors to park vehicles (whether motorised or not) on the site other than on the parking area provided (if any); or

(d) otherwise cause an obstruction to the free passage of vehicles on the site.

Animals

11. (1) The occupier shall not keep or permit or allow to be kept any animal (whether domestic or farm) on the pitch or the site without the prior written permission of the owner (such permission not to be unreasonably withheld or delayed)

(2) The owner may remove any animal that it has not permitted to be kept on the pitch or the site or that it considers to be causing a nuisance

(3) The occupier shall ensure that in respect of any animals kept on the pitch, all residents of the pitch shall comply with requirements of the Dangerous Dogs Act 1991 or any other legislation governing the keeping and transit of animals and any reasonable requirements of the Site Manager in respect of the restraining or muzzling of animals

Property and Personal Possessions

12 (1) The occupier is responsible for all property and personal possessions brought onto the pitch.

(2) The owner will not be liable for any loss or damage to property or personal possessions brought onto the pitch unless the loss or damage is caused by the deliberate acts or negligent omissions of the owner or its employees.

Extra Structures

13 The occupier shall not erect or permit or allow to be erected fences sheds or other structures on the pitch or the site without the prior written consent of the Owner and without first obtaining any planning consents that may be required.

Boundaries

14 (1) The occupier shall not extend the boundaries of the pitch onto or otherwise occupy any neighbouring pitches landscaped areas or other neighbouring land.

(2) The occupier shall not damage or permit or allow to be damaged any trees fences or structures on the site or land adjoining the site

Fires

15 (1) The occupier shall not light fires or permit or allow fires to be lit on the pitch or site except in properly constructed stoves or grates inside the mobile home.

(2) The occupier shall not light bonfires or permit or allow bonfires to be lit on the pitch or site without the Site Manager's prior written consent.

(3) If such consent is given for the lighting of a bonfire it must be managed at all times in such a way as not to risk health or safety or cause nuisance to other occupiers, neighbours or users of adjacent land or highways

Vacation of pitch

16 The occupier shall on vacating the pitch

(a) leave the pitch in a clean and tidy condition and clear of all personal belongings and rubbish from the site; and

(b) leave with the Site Manager a forwarding mobile telephone number or e-mail address.

Interpretation

In this Part-

"additional charge" means the additional charges referred to in paragraph 8 of Part 1 of this Statement

"amenity block" means the permanent building erected on the pitch by the owner providing a kitchen and other facilities

"dangerous substance" means

(a) a substance or preparation which is explosive oxidising extremely flammable highly flammable or flammable

(b) a substance or preparation which because of its physico-chemical properties and the way it is used or is present in or on premises creates a risk and

(c) any dust whether in the form of solid particles or fibrous materials or otherwise which can form an explosive mixture with air or an explosive atmosphere

“pitch” means the pitch provided to the occupier from time to time by the owners under the agreement

“site” means the Willow Drift Caravan Site, Meadow Lane, Bedford

Signatures

The Licensee understands and agrees to abide by the above conditions and Site rules which have been explained to him

Signed: _____

Name (of Licensee): _____

In the presence of:

Witness Signature: _____

Witness Name: _____

Signed: _____
(On behalf of the Council by a duly authorised Officer)

Name: _____

In the presence of:

Witness signature: _____

Licence for Meadow Lane Emergency Stopping Place

Written Statement in relation to the Mobile Homes Act 1983

IMPORTANT – PLEASE READ THIS STATEMENT CAREFULLY AND KEEP IT IN A SAFE PLACE. IT SETS OUT THE TERMS ON WHICH YOU ARE ENTITLED TO OCCUPY A PITCH ON SITE AND TELLS YOU ABOUT THE RIGHTS WHICH ARE GIVEN TO YOU BY LAW. IF THERE IS ANYTHING YOU DO NOT UNDERSTAND YOU SHOULD GET ADVICE (FOR EXAMPLE FROM A SOLICITOR OR A CITIZENS ADVICE BUREAU).

PART 1

Express Terms (other than those specified in Part 4)

1. The Mobile Homes Act 1983 (“the 1983 Act”) as amended applies to the agreement.

Parties to the agreement

2. The parties to the agreement are—

.....
(Name and address of person entitled to occupy a pitch)

Bedford Borough Council of Borough Hall Bedford MK42 9AP
(Name and address of the local authority)

Start date

- 3 The agreement began on..... (insert date)
The agreement will cease on(insert date)

Particulars of the pitch

4. The particulars of the land on which you are entitled to station your mobile home are—

Pitch no Meadow Lane, Bedford, MK44

5. Pitch fee

The pitch fee is payable in advance at a daily rate

The pitch fee is £5 per day or part of a day

The following services are included in the pitch fee—

Non drinking water
A portalo

A deposit of £20 will be required to access the site and obtain a key fob for entry. This will be returned to the occupier upon expiry of the agreement and the return of the key fob in working order.

PART 2

Information about your rights

The 1983 Act

1. Because you have an agreement with a local authority which entitles you to keep your mobile home on its site and live in it as your home, you have certain rights under the 1983 Act, affecting in particular your security of tenure and the review of the pitch fee.

Implied terms

2. These rights, which are contained in the implied terms set out in Part 3 of this statement, apply automatically and cannot be overridden, so long as your agreement continues to be one to which the 1983 Act applies.

Express terms

3. If you are not happy with any of the express terms of your agreement (as set out in Part 4 of this statement) you should discuss them with the local authority, who may agree to change them.

Unfair terms

4. If you consider that any of the express terms of the agreement (as set out in Part 4 of this statement) are unfair, you can, in accordance with the provisions of the Unfair Terms in Consumer Contracts Regulations 1999(7), complain to the Office of Fair Trading or any qualifying body.

PART 3

Implied Terms

Under the 1983 Act certain terms are automatically included in your agreement. These implied terms are set out in Chapter 3 of Schedule 1 to the 1983 Act.

CHAPTER 3

Agreements relating to transit pitches in England on a local authority gypsy and traveller site or a county council gypsy and traveller site

Duration of agreement

1. Subject to paragraph 2, the right to station the mobile home on the transit pitch subsists until the fixed period set out in the agreement expires or termination of the agreement under paragraph 3 or 4, whichever is sooner.
2. (1) If the owner's estate or interest is insufficient to enable the owner to grant the right for the fixed period set out in the agreement, the period for which the right subsists does not extend beyond the date when the owner's estate or interest determines.

(2) If planning permission for the use of the protected site as a site for mobile homes has been granted in such terms that it will expire at the end of a specified period, the period for which the right subsists does not extend beyond the date when the planning permission expires.

(3) If planning permission for the use of the protected site as a site for mobile homes has been granted in terms such that it requires the owner to limit the duration of stay for mobile homes on the site, the period for which the right subsists does not extend beyond that duration.

Early termination by occupier

3. The occupier may terminate the agreement before the expiry of the fixed period set out in the agreement by giving written notice to the owner.

Early termination by owner

4. The owner may terminate the agreement before the expiry of the fixed period set out in the agreement—
 - (a) without being required to show any reason, by giving written notice not less than four weeks before the date on which that notice is to take effect, or
 - (b) forthwith, where—
 - (i) the occupier has breached a term of the agreement and, after service of a notice to remedy the breach, has not complied with the notice within a reasonable time, and
 - (ii) the owner considers it reasonable for the agreement to be terminated.

Recovery of overpayments by occupier

5. Where the agreement is terminated as mentioned in paragraph 3 or 4, the occupier is entitled to recover from the owner so much of any payment made by the occupier

in pursuance of the agreement as is attributable to a period beginning after the termination.

Quiet enjoyment of the mobile home

6. The occupier is entitled to quiet enjoyment of the mobile home together with the pitch during the continuance of the agreement, subject to paragraphs 7, 8 and 9.

Owner's right of entry to the pitch

7. The owner may enter the pitch without prior notice between the hours of 9am and 6pm—
- (a) to deliver written communications, including post and notices, to the occupier; and
 - (b) to read any meter for gas, electricity, water, sewerage or other services supplied by the owner.
8. (1) The owner may enter the pitch to carry out essential repair or emergency works on giving as much notice to the occupier (whether in writing or otherwise) as is reasonably practicable in the circumstances.
- (2) In this paragraph, “essential repair or emergency works” means—
- (a) repairs to the base on which the mobile home is stationed;
 - (b) repairs to any outhouses and facilities provided by the owner on the pitch and to any gas, electricity, water, sewerage or other services or other amenities provided by the owner in such outhouses;
 - (c) works or repairs needed to comply with any relevant legal requirements; or
 - (d) works or repairs in connection with restoration following flood, landslide or other natural disaster.
9. Unless the occupier has agreed otherwise, the owner may enter the pitch for a reason other than one specified in paragraph 7 or 8 only if the owner has given the occupier at least 14 clear days' written notice of the date, time and reason for the owner's visit.
10. The rights conferred by paragraphs 7 to 9 do not extend to the mobile home.

Owner's name and address

11. (1) The owner must by notice inform the occupier of the address in England or Wales at which notices (including notices of proceedings) may be served on the owner by the occupier.
- (2) If the owner fails to comply with sub-paragraph (1), then any amount otherwise due from the occupier to the owner in respect of the pitch fee is to be treated for all purposes as not being due from the occupier to the owner at any time before the owner does so comply.
- (3) Where in accordance with the agreement the owner gives any written notice to the occupier the notice must contain the name and address of the owner.

- (4) Where—
- (a) the occupier receives such a notice, but
 - (b) it does not contain the information required to be contained in it by virtue of subparagraph(3),
- the notice is to be treated as not having been given until such time as the owner gives the information to the occupier in respect of the notice.
- (5) Nothing in sub-paragraphs (3) and (4) applies to any notice containing a demand to which paragraph 12(1) applies.
- 12.** (1) Where the owner makes any demand for payment by the occupier of the pitch fee, or in respect of services supplied or other charges, the demand must contain the name and address of the owner.
- (2) Where—
- (a) the occupier receives such a demand, but
 - (b) it does not contain the information required to be contained in it by virtue of subparagraph (1),
- the amount demanded is to be treated for all purposes as not being due from the occupier to the owner at any time before the owner gives that information to the occupier in respect of the demand.

Interpretation

- 13.** In this Chapter, “pitch fee” means the amount which the occupier is required by the agreement to pay to the owner for the right to station the mobile home on the pitch and for use of the common areas of the protected site and their maintenance, but does not include amounts due in respect of gas, electricity, water, sewerage or other services, unless the agreement expressly provides that the pitch fee includes such amounts.

PART 4

Express terms of the agreement

This part of the written statement sets out other terms of the agreement which are agreed between you and the local authority in addition to the implied terms.

Collection of pitch fee and additional charges

1. (1) The site manager or such other person carrying a letter of authority from the Owner will collect the pitch fee due for the length of this agreement in advance upon granting access to the site issue an official receipt

(2) The site manager or such other person carrying a letter of authority from the Owner will collect a deposit for the provision of the key fob access of £20. This will be returned to the occupier upon expiry of the agreement and the return of the key fob in working order.

Unauthorised Mobile Homes

- 2 The occupier shall not station or permit or allow to be stationed more than one mobile home on the pitch

Abandoned Items or vehicles

- 3 (1) The owner may remove and dispose of any items or vehicles (including motor vehicles caravan's mobile homes boats trailers etc) which the Site Manager considers to be abandoned on the site or unsightly.

(2) The owner has the right to recover any removal costs from those responsible for such items or vehicles.

Use of pitch

4. (1) The occupier must not use or permit or allow to be used the pitch or any part of the site for any trading or business activity

(2) The occupier must not store dump or dispose of or permit or allow to be stored dumped or disposed of, any material on the pitch or any part of the site or adjacent land other than disposal of household refuse using the regular approved refuse collection arrangements

(3) The occupier must make sure that any mobile home on the pitch is kept in good condition and maintained mobile throughout the term of the agreement

Occupiers

- 5 (1) The occupier must provide to the owners the full names of all persons residing on the pitch

(2) The occupier must not permit or allow any person other than the persons whose names are provided in accordance with sub-paragraph (1) in to reside on the pitch

Care of Plot

- 6** (1) The occupier-
- (a) shall not damage or permit or allow to be damaged the pitch or any part of the site including all plant and fittings which supply electricity water and other services and any landscaped areas and trees;
 - (b) shall keep the pitch clean and free from vermin;
 - (c) shall not
 - (i) make or permit or allow to be made any alterations or additions to; or
 - (ii) tamper or permit or allow to be tampered with in any waythe site fittings and services
 - (d) shall make good any damage on the pitch caused in contravention of sub-paragraphs (1) immediately to the reasonable satisfaction of the Site Manager.
- (2) The occupier shall repay on demand any sum expended by the owner for the repair or replacement of any item on the pitch which the Licensee has failed to repair or replace in accordance with sub-paragraph (1)

Utilities and electrical safety

- 7** (1) The occupier will not use the water provided on site for drinking or cooking
- (2) The occupier will ensure that any electrical generation equipment used on site is suitable and safe to use

Nuisance Violence and Crime

- 8** (1) The occupier shall
- (a) not to cause or permit or allow anyone residing on the pitch or anyone visiting the pitch to be cause a nuisance or act in a way likely to cause a nuisance to
 - (i) others in the locality of the site; or
 - (ii) other occupiers of the site; or
 - (iii) the owner its agents employees or contractors
 - (b) be responsible for the behaviour acts and omissions of all persons residing on the pitch including visitors to the occupier entering the pitch or the site.
- (2) The occupier or any resident or visitor must not

- (a) be convicted of an arrestable offence committed in or near the site;
- (b) use the pitch or site for illegal or immoral purposes;
- (c) use violence on or threaten violence towards anyone living on the site or behave in a threatening or violent way towards any public service employees, agents, contractors elected councillors, other occupiers of the site, or lawful visitors to the site
- (d) harass threaten or cause offence to others in the neighbourhood (including other occupiers on the site) or to any of the owner's employees, agents appointed contractors or others for any reason because of their colour nationality, ethnic or national origins, religion sex, sexuality or disabilities
- (e) make any noise including playing loud music that causes nuisance or annoyance to others in the neighbourhood (including other occupiers on the site)
- (f) invite any persons subject to a direction banning them from the site to visit the site or occupy the pitch. The owner will periodically inform licensees of the names of any such persons
- (g) access prohibited areas around or adjacent to the site

(3) Notwithstanding the generality of sub-paragraphs (1) and (2) the occupier or any resident or visitor must not

- (a) own handle or otherwise deal with illegal drugs or similar substances or knowingly allow the same to be owned handled or dealt with on the pitch or the site; or
- (b) drive a vehicle or ride a motorbike (which expression shall include a quad bike) on the site at a speed or in such a manner as shall in the opinion of the Site Manager be considered dangerous or likely to cause nuisance or fear to other occupiers or residents
- (c) interfere with the operation of the controlled access gates by blocking them, forcing them open, keeping them open, or providing access to individuals who are not authorised to occupy the site

Hazardous Substances

9 The occupier must

- (a) keep all flammable liquids gas cylinders and any other dangerous substances (except for items designed and produced for normal domestic use) outside the mobile home and amenity block and comply with the legal requirements for their storage and use;
- (b) be responsible for the safe and legal disposal of all the gas bottles used

Parking

- 10** The occupier must not or permit or allow other residents of the pitch or visitors to the pitch to
- (a) park or allow visitors to park vehicles (whether motorised or not) on the site other than on the parking area provided (if any); or
 - (b) otherwise cause an obstruction to the free passage of vehicles on the site.

Animals

- 11.** (1) The occupier shall not keep or permit or allow to be kept any animal (whether domestic or farm) on the pitch or the site without the prior written permission of the owner (such permission not to be unreasonably withheld or delayed)
- (2) The owner may remove any animal that it has not permitted to be kept on the pitch or the site or that it considers to be causing a nuisance
- (3) The occupier shall ensure that in respect of any animals kept on the pitch, all residents of the pitch shall comply with requirements of the Dangerous Dogs Act 1991 or any other legalisation governing the keeping and transit of animals and any reasonable requirements of the Site Manager in respect of the restraining or muzzling of animals

Property and Personal Possessions

- 12** (1) The occupier is responsible for all property and personal possessions brought onto the pitch.
- (2) The owner will not be liable for any loss or damage to property or personal possessions brought onto the pitch unless the loss or damage is caused by the deliberate acts or negligent omissions of the owner or its employees.

Extra Structures

- 13** The occupier shall not erect or permit or allow to be erected fences sheds or other structures on the pitch or the site

Boundaries

- 14** (1) The occupier shall not extend the boundaries of the pitch onto or otherwise occupy any neighbouring pitches landscaped areas or other neighbouring land.
- (2) The occupier shall not damage or permit or allow to be damaged any trees fences or structures on the site or land adjoining the site

Fires

- 15** (1) The occupier shall not light fires or permit or allow fires to be lit on the pitch or site except in properly constructed stoves or grates inside the mobile home.
- (2) The occupier shall not light bonfires or permit or allow bonfires to be lit on the pitch or site

Vacation of pitch

16 The occupier shall on vacating the pitch

(a) leave the pitch in a clean and tidy condition and clear of all personal belongings and rubbish from the site; and

(b) leave with the Site Manager a forwarding mobile telephone number or e-mail address.

Interpretation

In this Part-

“additional charge” means the additional charges referred to in paragraph 8 of Part 1 of this Statement

“amenity block” means the permanent building erected on the pitch by the owner providing a kitchen and other facilities

“dangerous substance” means

(a) a substance or preparation which is explosive oxidising extremely flammable highly flammable or flammable

(b) a substance or preparation which because of its physico-chemical properties and the way it is used or is present in or on premises creates a risk and

(c) any dust whether in the form of solid particles or fibrous materials or otherwise which can form an explosive mixture with air or an explosive atmosphere

“pitch” means the pitch provided to the occupier from time to time by the owners under the agreement

“site” means the Meadow Lane Emergency Stopping Place, Meadow Lane, Bedford, MK44

Chapter 7 - Criminal Justice and Public Order Act 1994

Relevant sections

Powers available to the Police

Section 61- Power to remove trespassers on land.

- (1) If the senior police officer present at the scene reasonably believes that two or more persons are trespassing on land and are present there with the common purpose of residing there for any period, that reasonable steps have been taken by or on behalf of the occupier to ask them to leave and—
 - (a) that any of those persons has caused damage to the land or to property on the land or used threatening, abusive or insulting words or behaviour towards the occupier, a member of his family or an employee or agent of his, or
 - (b) that those persons have between them six or more vehicles on the land,he may direct those persons, or any of them, to leave the land and to remove any vehicles or other property they have with them on the land.
- (2) Where the persons in question are reasonably believed by the senior police officer to be persons who were not originally trespassers but have become trespassers on the land, the officer must reasonably believe that the other conditions specified in subsection (1) are satisfied after those persons became trespassers before he can exercise the power conferred by that subsection.
- (3) A direction under subsection (1) above, if not communicated to the persons referred to in subsection (1) by the police officer giving the direction, may be communicated to them by any constable at the scene.
- (4) If a person knowing that a direction under subsection (1) above has been given which applies to him—
 - (a) fails to leave the land as soon as reasonably practicable, or
 - (b) having left again enters the land as a trespasser within the period of three months beginning with the day on which the direction was given,he commits an offence and is liable on summary conviction to imprisonment for a term not exceeding three months or a fine not exceeding level 4 on the standard scale, or both.

- (4A) Where, as respects Scotland, the reason why these persons have become trespassers is that they have ceased to be entitled to exercise access rights by virtue of—
- (a) their having formed the common purpose mentioned in subsection (1) above; or
 - (b) one or more of the conditions specified in paragraphs (a) and (b) of that subsection having been satisfied,
- the circumstances constituting that reason shall be treated, for the purposes of subsection (4) above, as having also occurred after these persons became trespassers.
- (4B) In subsection (4A) above “access rights” has the meaning given by the Land Reform (Scotland) Act 2003 (asp 2).
- (6) In proceedings for an offence under this section it is a defence for the accused to show—
- (a) that he was not trespassing on the land, or
 - (b) that he had a reasonable excuse for failing to leave the land as soon as reasonably practicable or, as the case may be, for again entering the land as a trespasser.
- (7) In its application in England and Wales to common land this section has effect as if in the preceding subsections of it—
- (a) references to trespassing or trespassers were references to acts and persons doing acts which constitute either a trespass as against the occupier or an infringement of the commoners’ rights; and
 - (b) references to “the occupier” included the commoners or any of them or, in the case of common land to which the public has access, the local authority as well as any commoner.
- (8) Subsection (7) above does not—
- (a) require action by more than one occupier; or
 - (b) constitute persons trespassers as against any commoner or the local authority if they are permitted to be there by the other occupier.
- (9) In this section—
“common land” means common land as defined in section 22 of the Commons Registration Act 1965;

“commoner” means a person with rights of common as defined in section 22 of the Commons Registration Act 1965;

“land” does not include—

- (a) buildings other than—
 - (i) agricultural buildings within the meaning of, in England and Wales, paragraphs 3 to 8 of Schedule 5 to the Local Government Finance Act 1988 or, in Scotland, section 7(2) of the Valuation and Rating (Scotland) Act 1956, or
 - (ii) scheduled monuments within the meaning of the Ancient Monuments and Archaeological Areas Act 1979;
- (b) land forming part of—
 - (i) a highway unless it is a footpath, bridleway or byway open to all traffic within the meaning of Part III of the Wildlife and Countryside Act 1981, is a restricted byway within the meaning of Part II of the Countryside and Rights of Way Act 2000 or is a cycle track under the Highways Act 1980 or the Cycle Tracks Act 1984; or
 - (ii) a road within the meaning of the Roads (Scotland) Act 1984 unless it falls within the definitions in section 151(2)(a)(ii) or (b) (footpaths and cycle tracks) of that Act or is a bridleway within the meaning of section 47 of the Countryside (Scotland) Act 1967;

“the local authority”, in relation to common land, means any local authority which has powers in relation to the land under section 9 of the Commons Registration Act 1965;

“occupier” (and in subsection (8) “the other occupier”) means—

- (a) in England and Wales, the person entitled to possession of the land by virtue of an estate or interest held by him; and
- (b) in Scotland, the person lawfully entitled to natural possession of the land;

“property”, in relation to damage to property on land, means—

- (a) in England and Wales, property within the meaning of section 10(1) of the Criminal Damage Act 1971; and
- (b) in Scotland, either—

- (i) heritable property other than land; or
- (ii) corporeal moveable property, and “damage” includes the deposit of any substance capable of polluting the land;

“trespass” means, in the application of this section—

- (a) in England and Wales, subject to the extensions effected by subsection (7) above, trespass as against the occupier of the land;
- (b) in Scotland, entering, or as the case may be remaining on, land without lawful authority and without the occupier’s consent; and

“trespassing” and “trespasser” shall be construed accordingly;

“vehicle” includes—

- (a) any vehicle, whether or not it is in a fit state for use on roads, and includes any chassis or body, with or without wheels, appearing to have formed part of such a vehicle, and any load carried by, and anything attached to, such a vehicle; and
- (b) a caravan as defined in section 29(1) of the Caravan Sites and Control of Development Act 1960;

and a person may be regarded for the purposes of this section as having a purpose of residing in a place notwithstanding that he has a home elsewhere.

Section 62A - Power to remove trespassers: alternative site available

- (1) If the senior police officer present at a scene reasonably believes that the conditions in subsection (2) are satisfied in relation to a person and land, he may direct the person—
 - (a) to leave the land;
 - (b) to remove any vehicle and other property he has with him on the land.
- (2) The conditions are—
 - (a) that the person and one or more others (“the trespassers”) are trespassing on the land;

- (b) that the trespassers have between them at least one vehicle on the land;
 - (c) that the trespassers are present on the land with the common purpose of residing there for any period;
 - (d) if it appears to the officer that the person has one or more caravans in his possession or under his control on the land, that there is a suitable pitch on a relevant caravan site for that caravan or each of those caravans;
 - (e) that the occupier of the land or a person acting on his behalf has asked the police to remove the trespassers from the land.
- (3) A direction under subsection (1) may be communicated to the person to whom it applies by any constable at the scene.
- (4) Subsection (5) applies if—
- (a) a police officer proposes to give a direction under subsection (1) in relation to a person and land, and
 - (b) it appears to him that the person has one or more caravans in his possession or under his control on the land.
- (5) The officer must consult every local authority within whose area the land is situated as to whether there is a suitable pitch for the caravan or each of the caravans on a relevant caravan site which is situated in the local authority's area.
- (6) In this section—

“caravan” and “caravan site” have the same meanings as in Part 1 of the Caravan Sites and Control of Development Act 1960;

“relevant caravan site” means a caravan site which is—

- (a) situated in the area of a local authority within whose area the land is situated, and
- (b) managed by a relevant site manager;

“relevant site manager” means—

- (a) a local authority within whose area the land is situated;
- (b) a registered social landlord;

“registered social landlord” means a body registered as a social landlord under Chapter 1 of Part 1 of the Housing Act 1996.

- (7) The Secretary of State may by order amend the definition of “relevant site manager” in subsection (6) by adding a person or description of person.
- (8) An order under subsection (7) must be made by statutory instrument and is subject to annulment in pursuance of a resolution of either House of Parliament.

Section 62B - Failure to comply with direction under section 62A: offences

- (1) A person commits an offence if he knows that a direction under section 62A(1) has been given which applies to him and—
 - (a) he fails to leave the relevant land as soon as reasonably practicable, or
 - (b) he enters any land in the area of the relevant local authority as a trespasser before the end of the relevant period with the intention of residing there.
- (2) The relevant period is the period of 3 months starting with the day on which the direction is given.
- (3) A person guilty of an offence under this section is liable on summary conviction to imprisonment for a term not exceeding 3 months or a fine not exceeding level 4 on the standard scale or both.
- (5) In proceedings for an offence under this section it is a defence for the accused to show—
 - (a) that he was not trespassing on the land in respect of which he is alleged to have committed the offence, or
 - (b) that he had a reasonable excuse—
 - (i) for failing to leave the relevant land as soon as reasonably practicable, or
 - (ii) for entering land in the area of the relevant local authority as a trespasser with the intention of residing there, or
 - (c) that, at the time the direction was given, he was under the age of 18 years and was residing with his parent or guardian.

Section 62C - Failure to comply with direction under section 62A: seizure

- (1) This section applies if a direction has been given under section 62A(1) and a constable reasonably suspects that a person to whom the direction applies has, without reasonable excuse—
 - (a) failed to remove any vehicle on the relevant land which appears to the constable to belong to him or to be in his possession or under his control; or
 - (b) entered any land in the area of the relevant local authority as a trespasser with a vehicle before the end of the relevant period with the intention of residing there.
- (2) The relevant period is the period of 3 months starting with the day on which the direction is given.
- (3) The constable may seize and remove the vehicle.

Section 62D - Common land: modifications

- (1) In their application to common land sections 62A to 62C have effect with these modifications.
- (2) References to trespassing and trespassers have effect as if they were references to acts, and persons doing acts, which constitute—
 - (a) a trespass as against the occupier, or
 - (b) an infringement of the commoners' rights.
- (3) References to the occupier—
 - (a) in the case of land to which the public has access, include the local authority and any commoner;
 - (b) in any other case, include the commoners or any of them.
- (4) Subsection (1) does not—
 - (a) require action by more than one occupier, or
 - (b) constitute persons trespassers as against any commoner or the local authority if they are permitted to be there by the other occupier.
- (5) In this section “common land”, “commoner” and “the local authority” have the meanings given by section 61.

Section 62E - Sections 62A to 62D: interpretation

- (1) Subsections (2) to (8) apply for the interpretation of sections 62A to 62D and this section.
- (2) “Land” does not include buildings other than—
 - (a) agricultural buildings within the meaning of paragraphs 3 to 8 of Schedule 5 to the Local Government Finance Act 1988, or
 - (b) scheduled monuments within the meaning of the Ancient Monuments and Archaeological Areas Act 1979.
- (3) “Local authority” means—
 - (a) in Greater London, a London borough or the Common Council of the City of London;
 - (b) in England outside Greater London, a county council, a district council or the Council of the Isles of Scilly;
 - (c) in Wales, a county council or a county borough council.
- (4) “Occupier”, “trespass”, “trespassing” and “trespasser” have the meanings given by section 61 in relation to England and Wales.
- (5) “The relevant land” means the land in respect of which a direction under section 62A(1) is given.
- (6) “The relevant local authority” means—
 - (a) if the relevant land is situated in the area of more than one local authority (but is not in the Isles of Scilly), the district council or county borough council within whose area the relevant land is situated;
 - (b) if the relevant land is situated in the Isles of Scilly, the Council of the Isles of Scilly;
 - (c) in any other case, the local authority within whose area the relevant land is situated.
- (7) “Vehicle” has the meaning given by section 61.
- (8) A person may be regarded as having a purpose of residing in a place even if he has a home elsewhere.

Powers Available to the Local Authority

Section 77 - Power of local authority to direct unauthorised campers to leave land.

- (1) If it appears to a local authority that persons are for the time being residing in a vehicle or vehicles within that authority's area—
 - (a) on any land forming part of a highway;
 - (b) on any other unoccupied land; or
 - (c) on any occupied land without the consent of the occupier,

the authority may give a direction that those persons and any others with them are to leave the land and remove the vehicle or vehicles and any other property they have with them on the land.
- (2) Notice of a direction under subsection (1) must be served on the persons to whom the direction applies, but it shall be sufficient for this purpose for the direction to specify the land and (except where the direction applies to only one person) to be addressed to all occupants of the vehicles on the land, without naming them.
- (3) If a person knowing that a direction under subsection (1) above has been given which applies to him—
 - (a) fails, as soon as practicable, to leave the land or remove from the land any vehicle or other property which is the subject of the direction, or
 - (b) having removed any such vehicle or property again enters the land with a vehicle within the period of three months beginning with the day on which the direction was given,

he commits an offence and is liable on summary conviction to a fine not exceeding level 3 on the standard scale.
- (4) A direction under subsection (1) operates to require persons who re-enter the land within the said period with vehicles or other property to leave and remove the vehicles or other property as it operates in relation to the persons and vehicles or other property on the land when the direction was given.
- (5) In proceedings for an offence under this section it is a defence for the accused to show that his failure to leave or to remove the vehicle or other property as soon as practicable or his re-entry with a vehicle was due to illness, mechanical breakdown or other immediate emergency.

(6) In this section—

“land” means land in the open air;

“local authority” means—

- (a) in Greater London, a London borough or the Common Council of the City of London;
- (b) in England outside Greater London, a county council, a district council or the Council of the Isles of Scilly;
- (c) in Wales, a county council or a county borough council;

“occupier” means a person entitled to possession of the land by virtue of an estate or interest held by him;

“vehicle” includes—

- (a) any vehicle, whether or not it is in a fit state for use on roads, and includes any body, with or without wheels, appearing to have formed part of such a vehicle, and any load carried by, and anything attached to, such a vehicle; and
- (b) a caravan as defined in section 29(1) of the [M1 Caravan Sites and Control of Development Act 1960](#);

and a person may be regarded for the purposes of this section as residing on any land notwithstanding that he has a home elsewhere.

(7) Until 1st April 1996, in this section “local authority” means, in Wales, a county council or a district council.

Section 78 - Orders for removal of persons and their vehicles unlawfully on land.

- (1) A magistrates’ court may, on a complaint made by a local authority, if satisfied that persons and vehicles in which they are residing are present on land within that authority’s area in contravention of a direction given under section 77, make an order requiring the removal of any vehicle or other property which is so present on the land and any person residing in it.
- (2) An order under this section may authorise the local authority to take such steps as are reasonably necessary to ensure that the order is complied with and, in particular, may authorise the authority, by its officers and servants—
 - (a) to enter upon the land specified in the order; and

- (b) to take, in relation to any vehicle or property to be removed in pursuance of the order, such steps for securing entry and rendering it suitable for removal as may be so specified.
- (3) The local authority shall not enter upon any occupied land unless they have given to the owner and occupier at least 24 hours notice of their intention to do so, or unless after reasonable inquiries they are unable to ascertain their names and addresses.
- (4) A person who wilfully obstructs any person in the exercise of any power conferred on him by an order under this section commits an offence and is liable on summary conviction to a fine not exceeding level 3 on the standard scale.
- (5) Where a complaint is made under this section, a summons issued by the court requiring the person or persons to whom it is directed to appear before the court to answer to the complaint may be directed—
 - (a) to the occupant of a particular vehicle on the land in question; or
 - (b) to all occupants of vehicles on the land in question, without naming him or them.
- (6) Section 55(2) of the Magistrates' Courts Act 1980 (warrant for arrest of defendant failing to appear) does not apply to proceedings on a complaint made under this section.
- (7) Section 77(6) of this Act applies also for the interpretation of this section.