

IMPORTANT – 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 £72.00

The following services are included in the pitch fee—

None

Review of pitch fee

7. The pitch fee will be reviewed on 1st April 2012

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 £10.00 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.

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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 to 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 subparagraph (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.

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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 sub-paragraph (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;

“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 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 Kempston Hardwick Caravan Park Ampthill Road Kempston Hardwick Bedfordshire