

# **MANDALAY - PARK RULES**

## **INTRODUCTION**

“The following rules of occupation are for the good management of the park and for the benefit of all who live on the park and use it. These rules form part of the agreement by which you occupy your pitch in accordance with the **Mobile Homes Act 1983**”

## **2. The Home**

Only park homes (mobile homes) of proprietary manufacture which conform to the relevant definitions contained in relevant Acts of Parliament will be acceptable.

## **3. The Condition of the Home**

Home, garages and sheds must be kept in a sound and clean condition and the external colour and materials must be kept near original as possible.

Wheels must not be removed, nor the home repositioned without permission. No external alteration of or addition to the home or pitch is permitted without prior written permission from the Company.

## **4. Condition of the Pitch**

For the purpose of defining the area around the home which can be cultivated by the Occupier, this extends to 3m around the home, excepting where this imposes on a neighbour's driveway, parking area, garden shed or garage.

Occupiers are responsible for the cleanliness of their base underneath their home, their driveway, path and cultivated area within the 3m zone.

The underneath of each home is to be kept clear and not used as storage to enable the Company to conform to the conditions attached to their site licence issued by the local authority.

Public places and paths should not be littered in any way.

The Company reserves the right to alter individual pitch boundaries where necessary, excluding the Occupier's agreed 3m zone. The Company will supply written notification of the reason to alter and the date of commencement.

Private gardens must be kept neat and tidy and no fences or hedges or other means of enclosure shall be allowed without the approval of the Company.

The planting of small trees and shrubs is also subject to the Company's prior written approval of types and position and in any case not more than 3 metres from the home itself.

Trees may not be lopped, felled, removed or damaged without the Company's consent.

Gardens and the pitch as a whole will be left in a condition to be agreed with the Company when the Occupier vacates the pitch.

External fires, including incinerators, are not allowed, except for portable barbecues.

## **5. Sheds, Porches etc**

Porches, storage sheds, balconies, or other structures are only permitted if compliant with the Mobile Homes Act 1983 with the approval of the Company. Only rotary washing lines are permitted.

Where permitted, porches, storage sheds, or other structures must be of a design, size and standard approved by the Company and must be maintained in good repair and appearance.

Only one storage shed shall be permitted on each plot, which shall be of an approved pattern, size and standard and so positioned to comply with site licence conditions. In the case of a garage being provided within the plot, a storage shed will not be permitted.

No inflammable or explosive substances may be kept on the Occupier's pitch except in quantities reasonable for domestic use. All types of fuel storage, protection and screening must be approved by the Company before purchase or construction and be capable of removal by the Occupier on vacation of the pitch.

The Company will provide, a brick skirting to infill the area between the underside of the park home and a suitably surfaced car parking space as soon as possible upon completion.

Occupiers are responsible for ensuring that both electrical, water and gas installations comply at all times with the various statutory requirements.

## **6. Refuse**

The Occupier is responsible for the disposal of all household and garden waste in approved containers through the local authority service. Containers must not be over-filled and must be placed in the approved position for collections.

The deposit of any refuse on any part of the Company's land is strictly prohibited.

## **7. Commercial Activities**

No commercial enterprise or business activities may take place without prior written permission from the Company. If permission is granted, it will also require the Occupier to obtain approval from the appropriate authority. Businesses also include the overhaul and repair of vehicles, mobile retailing vans e.g. grocery, fast food, etc.

## **8. Liability and Insurance**

The Company and its employees and agents shall not be liable in any way for loss or theft of, or damage or loss to, or theft from, any mobile home or other vehicle or property whatsoever. The Company shall not be liable whatsoever for the loss or theft of any mobile home keys. Further, the Occupier shall indemnify the Company and keep them indemnified from and against all actions, proceedings and claims by a third party. This should be in respect of all and any loss, damage or liability caused by or arising out of neglect or default or wilful act of the Occupier or members of his household or guests or visitors.

The Occupier also agrees and covenants to insure and keep insured the mobile home and its contents with a member of the Association of British Insurers against loss or damage by theft, fire, storm and tempest and liability to any third party and such other risks. The Company may from time to time reasonably require the Occupier to produce to the Company, upon request, the policy of such insurance and such evidence that the Company may reasonably require that the policy is valid, current and all premiums have been paid.

## **9. Nuisance**

No Occupier shall do or permit to be done anywhere on the park any act or action which may be or become a nuisance, damage, annoyance or inconvenience to the Company or to the neighbours or Occupiers of any other home on the park or to any adjoining or neighbouring property and shall not

use or permit the home to be used for illegal or immoral purposes. Musical instruments, record players, radios, other appliances and motor vehicles must not be used to cause a nuisance to others, especially between the hours of 10.30pm and 8.00am. Everyone using the park is required to comply with the regulations of the site licence, water authority or any other statutory authority.

In order to respect the privacy of residents the designated plots of Occupiers must not be used by anyone as a means of short cut to other areas of the park without the permission of the Occupier.

## **10. Pets**

Pets are allowed but no more than two small domestic animals will be permitted. Pets must be kept under proper control and not allowed to despoil the park. You are required to clean up after your do pets.

## **11. Water/Electricity**

The Occupier must not permit wastewater to be discharged on to the ground.

All external water pipes shall be lagged against frost by the Occupier, who will be liable for any loss of water due to the Occupier's failure to do so or from any other failure on the section of the water service for which the Occupier is responsible, i.e. from ground level upwards. The Occupier is responsible for the sewage connection from ground level upwards and for electrical connections from the meter housing.

No additional electric appliances, such as electric showers, hobs etc are to be added to the home which would amount to a change in the specification of the home without the express consent of the Company.

## **12. Occupants of the Park**

Only the Occupier and members of his permanent household and bona fide guests may use the park home. On no occasion shall the number of persons occupying or using the park home exceed the specified number of bed spaces.

There shall be no sub-letting or parting with possession of the whole or any part of the park home or pitch. Lodgers are not permitted.

The Company only accepts persons over the age of 50.

Children are not permitted as permanent residents. However, Occupiers will be held responsible at all times for the conduct of their visitors, children/grandchildren, who shall not be permitted to play around any public building, on the car parks or in the area of the entrance to the park.

## **13. Vacant Pitches**

Access is not permitted to vacant pitches. Building materials or other plant must be left undisturbed.

## **14. Vehicles**

All vehicles must be driven carefully on the park and not exceed the displayed speed limit of 10 mph.

Parking is not permitted on roads or grass verges.

Occupiers and other permitted entrants bringing vehicles on to the park at their own risk.

Vehicles must keep to authorised parking spaces and the Company is only obliged to provide one car-parking space per household.

All vehicles must be taxed and insured as required by law and be in running order.

All drivers on the park must hold a current driving licence and insurance.

Disused/unroadworthy vehicles must be removed from the park and the Company reserves the right to remove any vehicle, which is apparently abandoned or unlicensed without the consent of the owner.

No major motor repairs may be permitted on the Company's land. Motor oils and other fuels of that nature must not be discharged into the drains or on to the road or car park.

No touring caravans, motor homes, large camper vans, commercial vehicles or boats allowed on the Park without Park Owners written consent.

### **15. Fire Precautions**

All park homes must be equipped with a fire extinguisher or fire blanket which conforms to the requirements of the Fire Officer.

### **16. Selling or Gifting**

Any intention to sell or gift the park home must be given to the Company using "Notice of Proposed Sale Form" or "Notice of Proposed Gift Form" as detailed in the Mobile Home Act 2013.

The plot for each mobile home is occupied under license of the Company. No mobile home may be substituted, or sold to remain on the Park unless the correct paperwork and the Company's commission, in force at the time of sale, has been paid as detailed in the Mobile Home Act 2013 (see attached process sheet). The Company may offer to assist in finding a suitable purchaser and such assistance shall be given to the Occupier free charge, only if the Occupier makes a request in writing.

### **17. Miscellaneous**

No TV aerials or Statelite TV dishes are to be erected on homes, as a communal system is in place.

Disconnection and removal of park homes from a plot shall only be carried out at the Occupier's expense, by a reputable approved contractor.

Guns, firearms or offensive weapons of any description shall not be used on the park and shall only be kept with a licence from the Police Authority and the written consent of the Company.

It is forbidden to interfere with or to disturb any flora or fauna on the park.

# **Mandalay - PARK RULES**

I .....acknowledge receipt of a copy of the Rules of Occupation of Mandalay Park Homes and having read these rules agree to abide by them as a resident of the park.

Signed..... Dated.....