# Sunnyside Mobile Home Park,

Ringwood Road, St. Ives. Dorset, BH24 2NW

## **PARK RULES**

The following rules of occupation are for the good management of this Park Home establishment and the benefit of **all** Residents. These rules form part of the 1983 Mobile Homes Agreement to occupy the pitch.

The rules are to be lodged with East Dorset District Council and will be available to view on the Park Rules Register as per The Mobile Homes (Site Rules) (England) Regulations 2014

## **GENERAL**

- 1. THE occupier shall observe the Site Licence Conditions of East Dorset District Council and all town planning and other Statutory provisions, orders, building regulations and byelaws (including any regulations or similar of any statutory undertakers) relating to the park, pitches and any outbuilding on the pitches.
- 2. THE occupier shall accept sole responsibility for any injury or damage to any person or property whatsoever caused by, or as a result of, any act or negligence of the occupier of a pitch or their guests or children and to indemnify the Park owners against all claims and demands which may be made in respect thereof or any liability relating thereto.

  The Park owners accept no responsibility whatsoever for loss of, or damage to, the personal property of the occupier of the pitch, their guests or children whilst on the Park.
- 3. NO visitors shall wash their vehicle or do any maintenance to it whilst it is on the Park other than to make a necessary repair for an onward journey. Visitor's vehicles must not be left on the Park unless they are staying with the occupier for the duration the vehicle is parked.
- 4. THE Park home may be used by the occupier and members of his permanent household and bona fide guests only (and in any event the occupier shall not permit their home to become overcrowded, the number of persons shall not exceed the number of berths).
- 5. THE occupier shall not sub-let the pitch nor grant any tenancy of or licence to occupy any mobile home on the Park.
- a) The Park owners shall have the right to remove any person not being the occupier or his or her spouse from the Park who are undesirable and any other person whether or not those persons should have paid rent or given value for such occupation to anyone other than the Park owners.
- 6. THE pitch rent will be payable calendar monthly in advance and should be paid by standing order to the owners of the Park.

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- 7. GUNS, firearms or offensive weapons of any description shall not be used on the Park and shall only be kept with a license from the appropriate Police Authority. Neither occupiers nor their visitors will use or permit the use of any dangerous article or commodity. (Repositioned from rule 12)
- 8. ACCESS is not permitted to vacant pitches. Occupiers of the Park shall not interfere with building materials or other plant.
- 9. THE Park owners can consult to alter or amend these rules within the procedures set out in current regulations and in accordance with the 1983 Mobile Homes Act if, in their absolute discretion, they think fit or relevant with regard to the proper running and management of the Park. In the event of any agreed amendment of the rules, the amended rule/s shall apply to each occupant of the Park, their visitors and visiting children.
- 10. IN accordance with the Mobile Homes Act 1983 on the termination of the tenancy the occupier will leave the pitch clean and in good condition. In the event of the occupier failing to do so the Park owners, accordance with procedures set out in the 1983 Mobile Homes Act Amendments may remove any such home, shed or other chattels and deposit them in the nearest place of storage; the Park owner shall be entitled to recover the cost of any such removal and any storage charges from the occupier.

The occupier expressly absolves the Park owners, the Park manager and the owner's servant and agents from all liability claims and demands whatsoever in respect of any damage to or arising from the removal or storage of such home, shed or other chattels.

- 11. NO commercial enterprise or business activities may take place on the Park nor shall any resident allow any other person to do so.
- 12. IN accordance with East Dorset Site Licence Conditions visitors, tradesmen, and other commercial undertakings are not permitted to obstruct the roadway, resident's vehicular access, visitors parking space or access to a home without previously notifying the Park owners of their intentions and getting prior agreement in writing which will enable the Park owners to ensure roadways are kept clear at all times to allow emergency access.

# CHILDREN, ANIMALS ETC.

- 13. Pets are to be restricted to 1 small dog or 2 hamsters or 2 birds per household. All animals must be kept under proper control and not allowed to despoil the Park. All faeces shall be securely bagged and disposed of from gardens and the Park immediately and responsibly.
- 14. IN order to prevent outbreaks of vermin, food for wildlife must not be left out within the confines of the Park. If you wish to feed birds please use an appropriate dispenser and keep all unused seeds stored in a lidded metal tin.
- 15. THE occupier is responsible for the conduct of children in his or her care and for the conduct of his or her visitors.

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16. NO children shall become permanently resident upon the Park or cause nuisance or annoyance to the Park owners, their agents or other residents of the Park.

#### **MOTOR VEHICLES**

17. ALL residents and visitors vehicles shall be parked in the allocated parking bays only. Occupiers and their visitors shall not park on any pitch without an authorised designated car parking bay or cause an obstruction by parking on any unauthorised bay elsewhere on the Park. Parking of commercial vans, trucks or lorries is restricted.

AUTHORISED parking bays are not for visitors or resident parking unless authorised by the Park owners, they are for short term parking for vehicles such as post, medical staff, carers' etc who need urgent or immediate access to homes.

- 18. ALL vehicles shall comply with the traffic regulations system applying from time to time on the Park. Roads must be kept clear at all times to allow for emergency access.
- 19. USE of the car parks shall be entirely at the risk of the vehicle owner.
- 20. THE occupier shall not service, repair, renovate or assemble on the Park or any part of it any motor vehicle, motor cycle, boat or any other such chattel nor to carry out any engineering, mechanical or chemical process on the Park.
- 21. NO vehicles on the Park shall exceed 10 mile per hour whilst on the Park.

#### MOBILE HOME.

- 22. ONLY mobile homes of proprietary manufacture which conform to the definitions contained in the relevant Acts and site licence conditions shall be stationed on the Park.
- 23. THE occupier shall keep and maintain the mobile home in a good state of repair and decoration to be maintained and sympathetic to existing decoration. Wheels must not be removed from the mobile home nor can the mobile home be repositioned. No external alteration of or addition to the mobile home or pitch is permitted without the prior approval via a works to plot application (this will not be unnecessarily withheld). All electrical, gas, water installations and appliances in the home shall comply at all times with the requirements of the statutory undertakers.
- 24. RESIDENTS shall take all proper and reasonable precautions to prevent any outbreaks of fire in or about the mobile home and on the pitch. We advise each occupier to keep a fire extinguisher in their home and to observe, at all times, any specific fire notices that are displayed on the Park.
- 25. THE maximum electrical load must not exceed 30 amperes. Meters will be read quarterly and a charge made for each unit in accordance with the statutory undertaker's scale of charges for resale of electricity from time to time in force. In accordance with the regulatory body The Park owners may make a charge for the administration of invoices and the current charges can be specified upon request.

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### USE OF PITCH / MOBILE HOME.

- 27. THE occupier shall erect and maintain fencing to the Park with materials to a design and finish via a works to plot plan. All fences and boundary markers shall be the responsibility of the occupiers who shall maintain the same in good and tenant like repair and condition.
- 28. THE layout of individual pitches and mobile homes shall be in accordance with the requirements of the regulating authority's Site Licence Conditions.
- 29. THE occupier shall not assemble or affix on the pitch (permanent or temporary) any structure, greenhouse, garden frame, shed, porch, carport, loggia, annex or the like without the prior approval of the owners and, where permitted, must be of a design, size and standard which conform to the current site licence conditions.

Occupiers will ensure the erection and positioning of any aerial conforms to current site licence conditions

- 30. ALL goods and chattels must at all times be stored inside the mobile home and/or permitted shed. .
- 31. THE planting of trees and shrubs on the Park is subject to prior written approval via a works to plot application (this will not unnecessarily be withheld). Trees and shrubs may only be cut, lopped, pruned or damages via a works to plot application (this will not unnecessarily be withheld).
- 32. THE occupier shall maintain the pitch in a neat, clean and tidy condition. In particular, the space under and immediately adjacent to the mobile home shall be kept free of chattels, rubbish, combustible goods, long grass and weeds.
- 33. THE occupier shall not permit or suffer to be done any damage to the roads; fences, electricity, water or sewerage facilities or any other shared services or facilities or other fixtures or chattels in or about the park, nor to tamper with or alter the same. Any damage caused by occupiers or those for whom they are responsible, shall be the liability of the occupier.
- 34. THE occupier shall dispose of all waste water, sewerage and the like through the sewers, and shall not throw any waste water or other offensive materials anywhere else on the Park.
- 35. NO garden water sprinklers shall be used by the occupiers at any time.
- 36. IT is the occupier's responsibility to make sure all household refuse is deposited in an approved container which must not be over filled and must be placed in an approved position for refuse collection.
- 37. OCCUPIERS not using the services of the local authority shall remove all garden refuse from the Park to an appropriate site and in an appropriate manner.

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- 38. OCCUPIERS may enter and leave the Forest Park via the gate in the Western boundary for recreational purposes only. It is not permitted to dispose of fallen leaves and grass cuttings or any garden refuse in the Forest. It is forbidden to dispose of household refuse of any kind including plastic sacks anywhere in the Forest Park.
- 39. OCCUPIERS shall not throw down any waste paper, matches, cigarette ends, bottles, packets, fruit skins or other waste or litter any part of the Park.
- 40. OCCUPIERS shall keep in good repair and condition and shall replace as necessary, all electrical equipment and cables including consumer units and trip switches within their mobile home. All leaks, dripping taps and garden stop taps which are the responsibility of the resident MUST be repaired immediately.
- 41. ROTARY clothes hoists for drying washing shall be reasonably screened by the occupier from public view. No other clothes line is acceptable.
- 42. OCCUPIERS shall not use musical instruments, record players, radios, motor vehicles or any noisy appliances on the Park, for any reason or so as to cause nuisance to others between the hours of 10.30pm and 8.00am.
- 43. ANY mobile home owner whose home was assigned prior to 26<sup>th</sup> May 2013 and has not been assigned since that date are (in accordance with the Mobile Homes Act Amendments 2006) required to notify the Park owners of their intention to sell their home using the Notice of Proposed Sale Form.
- 44. IN order to preserve the character of the Park, no new occupier under the age of 45yrs old will be acceptable when considering the transfer of an Agreement under the Mobile Homes Act of 1983.

Dated: 2015