

## Eastview Park Rules - 2020

The following rules are proposed for the good management of the park and the benefit of all who use it. These rules form part of the Agreement by which you occupy your pitch in accordance with the Mobile Homes Act 1983 (as amended).

### **1. Complying with the Park's Site Licence**

Occupiers are required to comply with the regulations of the Site Licence, Water Authority or any other statutory authority. Park homeowners must not do, or allow to be done, anything to the home or the pitch, which might breach any of the conditions of the park owner's site licence. A copy of the current site licence is attached.

### **2. The Condition of the Park Home**

Homes must be kept in a sound state of repair and the outside of the home maintained in a clean and tidy condition. The external decoration and colour must not be changed without the consent of the of the park owner and must be kept in good order. Wheels must not be removed, nor the home repositioned without the appropriate approval of the local authority.

Park homeowners must not, without the prior written consent of the park owner carry out any of the following:

- building works to the park home or the pitch except to the extent necessary to carry out any repairs or maintenance.
- paving, block paving, decking, hard landscaping, including the formation of a pond.
- the erection of any pole, mast, wire, dish or communications receiving equipment.

### **3. Condition of the Pitch**

Park homeowners must maintain their pitch in a clean and tidy condition. The description of a pitch includes the garden area surrounding the park home and includes the land upon which the park home is sited, which shall not be less the minimum requirement laid down in the Site Licence.

Fences or other means of enclosure are not allowed without the written approval of the park owner. Fences of a reasonable height will be permitted between homes, but not between homes and the roads.

Trees on individual pitches are the responsibility of the tenants of those pitches. No fast growing trees (e.g. Leylandi) are permitted whatsoever.

External fires, including incinerators, are not allowed.

### **4. Sheds, Porches, etc.**

Porches, sheds, garages, outbuildings, fences, fuel bunkers or other structures are only permitted with the prior written consent of the park owner and where permitted must be of a design, size and standard approved by the owner, and must be maintained in good repair and appearance. Such structures will only be permitted in exceptional circumstances. Only one storage shed is permitted on each pitch. Sheds shall be no bigger than 8' x 6' and positioned so as to comply with the park's site licence conditions.

### **5. Refuse**

The park homeowner is responsible for the disposal of all household, recyclable and garden waste in approved containers through the local authority service. Approved containers must not be over filled.

The dumping of any refuse or wrecked vehicles on any part of the park is strictly prohibited.

## **6. Commercial and Other Activities**

No commercial enterprise or business activities may take place on the park without prior written permission from the park owner. If permission is granted, it will also require the park homeowner to obtain any other approval that may be required from the appropriate authority. 'Business activities' shall be interpreted as including the running of mobile retailing and service van(s) e.g. grocery, fast food, etc, and the overhaul and repair of vehicles including personal motor vehicles owned by residents. Any maintenance and repair works to the homes giving rise to noise likely to disturb residents on the park shall be carried out only between the hours of 7.30 am and 5 pm other than in the event of an emergency requiring immediate attention.

## **7. Liabilities and Insurance**

The park owner, their employees and agents are not liable for actions resulting in death or injury unless arising from their own negligence or other breach of duty.

Park homeowners must insure and keep the park home insured with an organisation that is registered with the Financial Services Authority against loss or damage by fire and liabilities to other people and property. Park homeowners must produce a copy of the insurance policy to the park owner upon request together with any evidence that the site owner may reasonably request as proof of insurance.

The occupier should ensure that any tradesmen working on their home is covered with the appropriate insurance liability.

## **8. Nuisance**

Park homeowners must not do, or allow to be done, anything on the park which may:

- be or become a nuisance to or cause annoyance, inconvenience or disturbance to, the park owner or anyone else who lives on or uses the park;
- cause damage to any property belonging to the park owner or anyone else, or to any adjoining or neighbouring property;
- be a criminal offence.

Children are not permitted as permanent residents. However, park homeowners will be held responsible at all times for the conduct of their children, grandchildren and visiting children.

## **9. Pets**

Animals are not allowed to be kept on the site be that as pets or otherwise nor may they be kennelled/kept overnight anywhere on the park other than at the discretion of the park owner and subject to the prior written consent of the park owner having been provided.

## **10. Water/Electricity/Gas**

All external water pipes must be lagged by the park home owner against potential frost damage; the park homeowner will be liable for any loss of water due to their failure to do so or from any other failure on the section of the water service for which the park home owner is responsible, i.e. from ground level upwards.

The park homeowner is responsible for the sewerage, electrical and gas connections from where they leave the pitch base and enter the home.

Park homeowners are responsible for ensuring that electrical and gas installations comply at all times with the requirements of the relevant legislation. It is recommended that suitably qualified, competent persons carry out all work on gas, electricity and water systems.

### **11. Occupants of the Park**

No persons under the age of 55 may reside in the park home other than at the discretion of the park owner and subject to the prior written consent of the park owner having been provided, other than in exceptional circumstances when it may be necessary for someone below the age of 55 to reside in the park home with the permanent resident(s) in the event of an emergency. The park homes shall only be occupied by the owner(s) of the units and shall not be sub-let other than with the prior written agreement of the park owner.

### **12. Vacant Pitches**

Access is not permitted to vacant pitches. Building materials, equipment and/or plant must be left undisturbed.

### **13. Vehicles**

All vehicles must be driven carefully on the park and not exceed 10mph. Parking is not permitted on the access road or grass verge. Roads should be kept clear for access by emergency vehicles. Occupiers and visitors bring vehicles onto the park at their own risk. Only one vehicle may be parked on each pitch – this is a condition of the site licence. All vehicles must be taxed and insured as required by law (Road Traffic Acts) and be in running order and all drivers on the park must hold a current driving licence for the category of vehicle driven on the park.

Disused/unroadworthy vehicles on the homeowner's pitch must be removed from the park and the park owner reserves the right to remove any vehicle which is apparently abandoned, without the consent of the vehicle owner and at the homeowner's expense. No major motor repairs or servicing may be permitted on the park owner's land. Motor oils and other fuels of that nature must not be discharged into the drains or onto the roads or car park.

### **14. Fire Precautions**

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

Occupiers must not use fire points provided other than for emergency use, as intended.

### **15. Miscellaneous**

Pitch fees are payable monthly by standing order or direct debit.

Any problems arising on the park must first and foremost be brought to the attention of the site owners via: -

Charles Smith: Eastview Park Homes, Main Road, West Winch, Kings Lynn, Norfolk  
PE33 0LY.

### **Terminology**

The Occupier includes the owner of the mobile home, his/her spouse/partner and members of the household normally resident in the home. The Owner includes the site

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