

**Mobile Homes Act 1983 (The Act) Pitch Agreement relating to permanent pitches
in England on a local authority gypsy and traveller site**

between

Sevenoaks District Council owner(1)

And

Tenant

occupier

at

Romani Way, Hever Road, Edenbridge TN8 5NQ

Schedule 1 Agreement under The Act

Part I TERMS IMPLIED BY ACT

**(4) Agreements relating to permanent pitches in England on a local authority
gypsy and traveller site or a county council gypsy and traveller site**

WRITTEN STATEMENT UNDER THE MOBILE HOMES ACT 1983 REQUIRED TO BE GIVEN TO A PROPOSED OCCUPIER OF A PITCH

IMPORTANT – PLEASE READ THIS STATEMENT CAREFULLY AND KEEP IT IN A SAFE PLACE. IT SETS OUT THE TERMS ON WHICH YOU WILL BE ENTITLED TO KEEP YOUR MOBILE HOME ON A PROTECTED SITE AND TELLS YOU ABOUT THE RIGHTS WHICH WILL BE 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 Information about your rights

The Mobile Homes Act 1983

- 1. You will be entering into an agreement with a site owner which will entitle you to keep your mobile home on the site owner’s land and live in it as your home. You will automatically be protected and given certain rights under the Mobile Homes Act 1983 (“the 1983 Act”). These rights affect in particular your security of tenure, the sale of your home and the review of the pitch fee.**

Implied terms

- 2. Part 1 of Schedule 1 to the 1983 Act contains sets of implied terms (Chapter 2 applies in relation to all pitches except those on local authority and county council Gypsy and Traveller sites; Chapter 3 applies to transit pitches on local authority and county council Gypsy and Traveller sites and Chapter 4 applies to permanent pitches on local authority and county council Gypsy and Traveller sites) one set of which will apply automatically to your agreement and cannot be overridden, so long as your agreement continues to be one to which the 1983 Act applies. Part 3 of Schedule 1 to the 1983 Act, if applicable, sets out provisions which supplement the implied terms. The terms that will apply to you are contained in the annex to Part 2 of this statement.**

Express terms

- 3. The express terms that are set out in Part 3 of this statement will apply to you. If you are not happy with any of these express terms you should discuss them with the site owner, who may agree to change them.**

Additional terms

(The following paragraph does not apply to an agreement for a transit pitch on a local authority or county council Gypsy and Traveller site)

4. There are additional terms set out in Part 2 of Schedule 1 to the 1983 Act which you can ask to be included in your agreement. These deal with the following matters:

(a) the sums payable by the occupier in pursuance of the agreement and the times at which they are to be paid;

(b) the review at yearly intervals of the sums so payable;

(c) the provision or improvement of services available on the protected site, and the use by the occupier of such services; and

(d) the preservation of the amenity of the protected site.

Right to challenge express terms

5. If you enter into the agreement and subsequently become dissatisfied with the express terms of the agreement you can challenge them, but you must do so within six months of the date on which you enter into the agreement or the date you received the written statement, whichever is later. If you wish to challenge your agreement, you are advised to consult a solicitor or citizens advice bureau.

6. You can challenge the express terms by making an application to a residential property tribunal. You can ask for any express terms of the agreement (those set out in Part 3 of this statement) to be changed or deleted.

7. The site owner can also go to a residential property tribunal to ask for the agreement to be changed in these two ways.

8. The residential property tribunal must make an order on terms it considers just and equitable in the circumstances.

Six months time limit for challenging the terms

9. You must act quickly if you want to challenge the terms. If you or the site owner make no application to a tribunal within six months of the date on which you entered into the agreement or the date you received the written statement, whichever is later, both you and the site owner will be bound by the terms of the agreement and will not be able to change them unless both parties agree.

Unfair terms

10. If you consider that any of the express terms of the agreement (as set out in Part 3 of this statement) are unfair, you can, in accordance with the provisions of the Unfair Terms in Consumer Contracts Regulations 1999(4) complain to the Office of Fair Trading or any qualifying body under those Regulations.

Disputes

11. If you have a disagreement with your site owner about rights or obligations under your agreement, or the 1983 Act more generally, and you are unable to resolve the matter between yourselves you can refer the matter to a Residential Property Tribunal. Sometimes there is a time limit for doing so. More information on applications to the tribunal can be found at www.rpts.gov.uk or from your local Residential Property Tribunal Office.

12. Your site owner can only terminate your agreement on the grounds specified in the implied terms. You cannot be evicted from the site without an order from the court. If you are notified of termination proceedings and you wish to take legal advice, you should do so promptly.

Arbitration

13. You can agree in writing with your site owner to refer a particular dispute to arbitration.

14. If the agreement to go to arbitration was made before the dispute arose the 1983 Act provides that such a term will have no effect. Instead such disputes may only be determined by a Residential Property Tribunal.

PART 1

1. The Mobile Homes Act 1983 will apply to the agreement.

Parties to the agreement

2. The parties to the agreement are **TENANT**(the occupier) **NUMBER** Romani Way, Hever Road, Edenbridge TN8 5NQ

and

Sevenoaks District Council, Council Offices, Argyle Road, Sevenoaks TN13 1HG
(the owner)

Start date

3. The agreement will begin on **DATE**

Particulars of the pitch

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

The pitch is **number ?** and is provided with one amenity block containing a kitchen and bathroom.

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 to be stationed; and

(c) measurements between identifiable fixed points on the site and the pitch and base is attached.

Site owner's interest

6. The owner is the owner of the site which has planning permission for use as a Mobile Home site

Pitch fee

7. The pitch fee will be payable from **DATE**

The pitch fee will be payable weekly

The pitch fee is **£AMOUNT**

The following services are included in the pitch fee—

None

Review of pitch fee

8. The pitch fee will be reviewed on 1st day of September.

This date is the annual review date.

Additional charges

9. An additional charge will be made for the following matters—

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PART 2

This Part sets out the implied terms which automatically apply to the agreement under Schedule 1 Part I (4) of the Mobile Homes Act 1983

Duration of agreement

1. Subject to paragraph 2, 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.

2.—(1) If the owner's estate or interest is insufficient to enable the owner to grant the right for an indefinite period, 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 terms such 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 before the end of a period determined by this paragraph there is a change in circumstances which allows a longer period, account is to 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 the occupier's 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—

(a) on the application of the owner, the court has determined 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) apply if, on an application to the court under sub-paragraph (1)(a)—

(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 the proceedings on the application for such period specified in the interim order as the court considers reasonable to enable the repairs to be carried out.

(4) If the court makes 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, 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 the owner 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 the mobile home being moved to and from the other pitch.

(4) In this paragraph and in paragraph 11, “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.

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.

Owner’s right of entry to the pitch

10. 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.

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 the owner's visit.

13. The rights conferred by paragraphs 10 to 12 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 (11) 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 is 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 make 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(f) and (g); 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).

(2) Paragraph 16(3) 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).

22. For the purposes of paragraph 20(f), 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), 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 20(g) 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 the owner 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 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 or (as the case may be) a qualifying residents' association, the notice must contain 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),

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) 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 the owner is excluded from membership;
- (d) subject to paragraph (c), 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), 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.

Interpretation

27. 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;

“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 3

Express Terms of the agreement

This part sets out other terms which have been agreed in addition to the implied terms.

1. We, the Council, shall

Use of Pitch

1.1 Permit you to use the Pitch for the purpose of stationing 40 x 12 mobile home on the pitch for residential use only.

Licence Fee

1.2 Arrange for the Site Manager, or any other person carrying a letter of authority from the Council, to visit the site regularly to receive the Licence Fee payments and issue an official receipt.

Mains Services

1.3 Will provide an electricity, water supply to a meter to allow the occupier to arrange the supply from the occupiers chosen supplier who the occupier shall pay directly for such services and foul drainage system who the occupier shall pay directly for such services.

2. You, the occupier shall:

Responsibility

2.1 Be responsible for behaviour, acts and omissions of yourself, any persons living with you, your guests, visitors and any persons allowed onto your Pitch or the Site by you.

Pitch Fee

2.2 Pay the Pitch Fee weekly in advance and make advance payments until any Benefit (if payable for all or part of your pitch fee) is actually paid to the Council.

Use of Pitch

2.3 Not allow any caravan or mobile home to be on the Pitch other than as described in 1.1 above.

2.4 Not use the Pitch or any part of the Site for any trading or business activity and not store, dump or dispose of any material on the Pitch or Site, or adjacent land, other than disposal of household refuse using the regular approved refuse collection arrangements.

2.5 Make sure that caravans on the Pitch are kept in good condition and maintained mobile throughout the term of the agreement.

Occupation

2.6 Shall occupy the caravans on the Pitch as your only or main home .

Termination of Pitch

2.7 Give to the Council no less than 28 days written notice to terminate the Pitch agreement in accordance with PART 2 Clause 3.

Care of Pitch, Electrical Certificates and Vacating the Pitch

2.8 Protect, look after and keep clean the Pitch, Amenity Block, landscaped areas and trees, including all plant and fittings which supply electrical, water and other services. Make no alterations or additions or tamper in any way with such services, without the written consent of the Council. Make good any damage on the Pitch.

2.9 Pay for the electricity, water and waste water and ensure the safe custody of the meter. The Council may charge you for any damage to water or electricity supplies on the Pitch.

2.10 Provide an electrical installation within the caravan and produce at your expense if required an Electrical Safety Certificate from an approved NICEIC registered Electrician employed by you.

2.11 Remove all items belonging to you and your family, and leave a forwarding address for any mail, when you leave.

Nuisance, Violence and Crime

2.12 Not cause a nuisance or act in a way likely to cause a nuisance to others in the neighbourhood or to any of our tenants, agents, employees, contractors or any the emergency services. You must not allow anyone who lives with you or visits you to cause a nuisance. In particular you must not:

- ❑ Be convicted of an arrestable (serious) offence committed in or near the property or of using the property for illegal purposes.
- ❑ Use violence on or threaten violence towards anyone who lives with you in your home or behave in a threatening or violent way towards our employees, agents, contractors, councillors or other licensees.
- ❑ Harass, threaten, or cause offence to others in the neighbourhood, or to any of our tenants, agents, employees or contractors for any reason, because of their colour, nationality, or ethnic or national origins, or because of their religion, sex, sexuality or disability; or
- ❑ Make any noise that causes nuisance or annoyance to others in the neighbourhood, including playing loud music.

Inspection and Maintenance/Repair

Hazardous Supplies

2.13 To keep all flammable liquids, gas cylinders and any other dangerous substance (except for items designed and produced for normal domestic use) outside the Caravan and Amenity block, and comply with the legal requirements for their storage and use. "Dangerous substance" means:

2.13.1 a substance or preparation which is explosive, oxidising, extremely flammable, highly flammable or flammable;

2.13.2 a substance or preparation which because of its physiochemical or chemical properties and the way it is used or is present in or on premises creates risk;

And 2.13.3 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.

Parking and Speed Limits

2.13.4 Only park, or allow visitors to park, vehicles on the parking area provided (if any) and not cause obstruction, including to emergency or service vehicles.

2.13.5 Not drive any vehicle at a speed greater than 5mph anywhere on the Site at any time, unless another limit is specified.

Animals

2.14 Only keep an animal other than domestic pet dogs or cats to a maximum of two in number on the pitch after obtaining written permission from the Council. Permission is granted for the keeping of one horse on the pitch.

2.15 Be responsible for all property brought onto your Pitch. The Council will not be liable for any loss or damage to that property unless the loss or damage is caused by the deliberate or negligent act of the Council or its employees.

Extra Structures

2.16 You shall not erect fences, sheds or other structures nor extend the existing stable on the Site without the written consent of the Council and any

2.17 planning permission that may be required. The existing stable structure is to be removed at the end of this

Boundaries

2.18 Not extend the boundaries of the Pitch and do your best to prevent damage to trees, shrubs or other structures on the Site or adjoining land.

Ban on Transfer or subletting

2.19 Not assign this Licence or transfer or sublet the Pitch to any other person
Fires

2.20 Not have fires on the site except in properly constructed stoves or grates inside the caravan (under special circumstances the Council may give written permission for a bonfire).

3. General

3.1 If you break any of the Conditions of this Licence (other than the payment of rent) the Council shall give you written notice of the breach and give you a reasonable period to put it right. If it cannot be put right, or you fail to put it right within such period the Council may terminate this Agreement by undertaking the appropriate court proceedings.

3.2 Any written notice to be given to you shall be sufficiently served if left in a conspicuous position on your Pitch or left with or for any person apparently in occupation of the Pitch at the time of service. Any notice to be given to the Council shall be sufficiently served if put in writing and delivered to Housing Advice and Standards, Sevenoaks District Council, Argyle Road, Sevenoaks, Kent TN13 1GP. A receipt or written acknowledgement will be given on demand.

4. Construction of agreement

4.1 Nothing in this agreement shall be construed as giving you exclusive possession of the Pitch or any other part of the Site, or as creating any tenancy between this Council and you.

5. Variation

5.1 Except for changes in rent and service charges, or any variation detailed in 6 below, this agreement can only be changed by us writing to you setting out the proposed changes.

5.2 We will explain the changes and allow you a reasonable time to give your views. We will consider them and then send you a written notice of the changes to the agreement .

6. Agreement

6.1 Any variations to the above Licence agreement, details of animals being kept or anything else needing written consent:

.....

I understand and agree to abide by the above conditions and site rules, which have been explained to me, for the Site and Pitch .

7. Signatures

(occupier)(Pitch Number).....

(Authorised Sevenoaks District Council Representative).....

(Witness)

(Date)