



# THE BRISTOL PORT COMPANY

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NORTH SOMERSET COUNCIL  
PRIVATE HOUSING SERVICES  
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## ELM TREE PARK PARK RULES

Definitions	
Act:	The Mobile Homes Act 1983 (as amended).
Agreement:	The written statement under the Act between the Site Owner and the Occupier.
Occupier:	Person or persons with a right to occupy a Pitch on the Park granted by the Agreement.
Park:	The mobile home park known as "Elm Tree Park" in Sheepway, Portbury, North Somerset.
Park Home:	The park home (mobile home) sited on the Pitch and occupied by the Occupier.
Pitch:	The area granted to the Occupier by the Agreement on which the Park Home is sited. Such area being defined by fence, natural boundary line or posts.
Site Owner:	First Corporate Shipping Limited, trading as The Bristol Port Company (registered number 02542406).

### 1. Preamble

The following rules are for the good management of the Park and to ensure acceptable standards are maintained. They are intended to benefit all who use the Park and have not been compiled to place unnecessary restrictions on the Occupier. These rules form part of the Agreement. Should a rule contained herein contradict the Agreement, the Agreement shall prevail.

### 2. The Pitch

The Pitch must be maintained in a neat, tidy and safe condition.

For reasons of ventilation and safety, the underneath of the Park Home must be kept clear and not used as storage space.

No fences (other than existing Pitch boundary fences) or other means of enclosure are permitted. Fences must not be more than 1 metre in height and must be made from fire-retardant material. The Occupier is responsible for the maintenance of the boundary fence(s) as detailed in the Park boundary plan located in the Park office. The Site Owner may not change the responsibilities detailed in the Park boundary plan without the written consent of the Occupier(s) affected.

The planting of trees is not permitted. Existing trees may not be lopped, felled, removed or damaged without the approval of the Site Owner, which will not be unreasonably withheld.

Where the Site Owner exercises its right to access the Pitch (as conferred to it in the Agreement), the Site Owner will give the Occupier as much notice as is reasonably practical.

### 3. The Park Home

Only park homes (mobile homes) of proprietary manufacture which conform to the definitions contained in the Act will be acceptable to be sited in the Park.

The Occupier must keep the Park Home in good and substantial repair and condition. The Park Home must be kept in a clean, tidy and safe condition at all times with decoration and the external colour in-keeping with the rest of the Park.

Wheels must not be removed.

Repositioning or external alteration of, or addition to, the Park Home is not permitted without the approval of the Site Owner, which will not be unreasonably withheld.

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

Porches, sheds, fuel bunkers, or other structures must be in accordance with the site licence and all applicable legislations and regulations. No such structure is permitted without the approval of the Site Owner, which will not be unreasonably withheld.

Such structures must be maintained in good repair and appearance. Any structure erected in the separation space between park homes must be of non-combustible construction.

#### **5. Refuse**

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

The deposit of any refuse or unroadworthy cars on any part of the Site Owner's land is strictly prohibited.

#### **6. Commercial Activities**

No commercial enterprise or business activities may take place on the Park other than where the Occupier works individually from home by carrying out work of a type which does not create a nuisance to other users of the Park (e.g. quiet office work) and which does not involve other workers, customers, suppliers, members of the public or commercial vehicles calling at the Park.

#### **7. Nuisance**

No Occupier shall do or permit to be done anywhere on the Park any act or action which may cause nuisance, damage, annoyance or inconvenience to the Site Owner or to occupiers of any other home on the Park or to the owners or occupiers of any adjoining or neighbouring property. The Occupier shall not use or permit the Park Home to be used for illegal or immoral purposes.

Musical instruments, audio players, radios and other appliances (including those in motor vehicles) must not cause nuisance to others.

#### **8. Pets**

Pets are not permitted on the Park (including visiting pets), other than fish kept in existing garden ponds. New garden ponds must not be installed without the approval of the Site Owner, which will not be unreasonably withheld.

#### **9. Utilities**

The Occupier is responsible for the following services on the Pitch:

- the water service from ground level upwards;
- the sewage connection from ground level upwards; and
- the electrical connections from the meter housing.

The Occupier shall keep in good repair and condition all pipes, cables and other services media for which the Occupier is responsible. All external water pipes shall be lagged against frost.

The Occupier must not permit waste water to be discharged onto the ground. The Occupier is liable for any loss of water from any failure on the section of the water service for which the Occupier is responsible.

Reasonable use of garden hoses is permitted. The Occupier should be mindful that the cost of water used on the Park is shared equally among all occupiers of the Park.

#### **10. Occupants of the Park**

No person under the age of 50 is permitted to reside in any Park Home on the Park, with the exception of the Site Owner's appointed manager of the Park.

The Park Home must be used by the Occupier as his/her/their only or main residence for his/her/their self and members of his/her/their permanent household and bona fide guests only. The Occupier is permitted to allow guests/visitors to stay in his/her/their Park Home, but only for short periods of time.

On no occasion shall the number of persons occupying or using the Park Home exceed the specified number of berths.

There shall be no letting or parting with possession of the whole or part of the Park Home or Pitch, other than a sale of the Park Home and Pitch in accordance with the Act. Lodgers are not permitted.

The Occupier is liable for the conduct of his/her/their visitors or licensees (if any).

The Occupier is responsible for the conduct of children visiting the Park Home and shall not permit them to play on any part of the Park except in the Occupier's Pitch.

## **11. Vehicles**

All vehicles must be driven carefully on the Park and not exceed the displayed speed limit. The Occupier, visitors and other permitted entrants bring vehicles on to the Park at their own risk.

Vehicles must be parked on the designated parking space on the Pitch. Where a Pitch has sufficient space, the Occupier may request approval from the Site Owner (which will not be unreasonably withheld) to designate space on the Pitch to park more than one vehicle. The Occupier is responsible for obtaining any requisite local authority permission to do so.

Only visitors' vehicles are permitted to be parked in the Park's communal parking areas and only for the duration of the visitor's visit. An Occupier's vehicle may be parked in a communal parking area if a contractor is visiting the Pitch and needs to park near the Park Home, but only for the duration of the contractor's visit.

Where insufficient space exists to park an Occupier's or visitor's vehicle in compliance with the above, that vehicle must be parked off the Site Owner's land. Parking is not permitted on roads, grass verges or common areas.

All vehicles on the Park must be taxed, insured and in roadworthy condition; as required by law (Road Traffic Acts and any replacement legislation). Drivers must hold a current driving licence for the category of vehicle being driven.

Disused/unroadworthy vehicles must be removed from the Park by the Occupier who (or whose visitor) brought the vehicle onto the Park.

No major repairs to vehicles of any sort are permitted on the Park or other land of the Site Owner. Motor oils and other fuels of that nature must not be discharged into the drains or on to the Park.

Commercial vehicles may only be parked on the Park where the driver is delivering to or working at a Pitch and must not be stationed overnight.

## **12. Fire Precautions**

The Occupier must equip the Park Home with a fire extinguisher/blanket which conforms to the relevant British standard. The chimney flue and cowl must be kept in good repair by the Occupier and sparks or objectionable smoke must not be discharged.

The Occupier must ensure that electrical, solid fuel, oil and gas installations comply at all times

with the requirements or recommendations from time to time of competent bodies or authorities. External fires, including incinerators are not permitted. No inflammable or explosive substances may be kept on the Park except in quantities reasonable for domestic use.

Fire point hoses may only be used in case of emergency

## **13. Liability and Insurance**

The Site Owner (including its employees and agents) does not accept any liability whatsoever for loss or theft of, or damage or loss to, or theft from, any Park Home or other vehicle or property on the Park, whatsoever. Further, the Occupier shall indemnify the Site Owner and keep it indemnified from and against all actions, proceedings and claims by a third party in respect of all and any loss, damage or liability caused by or arising out of neglect or default or act of the Occupier or members of his/her/their households, guests or visitors.

The Occupier also agrees and covenants to insure and keep insured the Park Home, the Pitch and their contents with a member of the British Insurance Association against loss or damage by theft, fire, storm and tempest and liability to any third party. The Occupier shall produce to the Site Owner, upon request, the policy of such insurance and such evidence as the Site Owner may reasonably require that the policy is valid, current and all premiums have been paid.

The Occupier is responsible for ensuring any person working on the Pitch has suitable public liability insurance cover.

## **14. Miscellaneous**

Everyone using the Park is required to comply with the regulations of the site licence, water authority or any other statutory authority.

Guns, firearms or offensive weapons of any description shall not be kept on the Park.

It is forbidden to interfere with or to disturb any flora or fauna on the Park. Common areas and paths should not be littered in any way.

Access to vacant Pitches is not permitted other than by the Site Owner and its contractors. Building materials or other plant must be left undisturbed.