

Code of Conduct (Park Rules) for Duffins Orchard Mobile Home Park

These Rules apply in order to ensure that acceptable standards are maintained on the Site, which will be of general benefit to Occupiers and to promote and maintain community cohesion on the Site.

These Rules form part of the Agreement under the Mobile Homes Act 1983 (as amended) between the Owner and the Occupier. These Rules take effect from [18th July 2017] and are not of retrospective effect. As such, no Occupier who is in occupation on that date will be treated as being in breach of the Rules due to circumstances which were in existence on that date unless they would have been in breach of the Rules in existence before that date.

These Rules also apply (whilst they live on the Site) to the Owner, Owner's family, Owner's employees or members of the employees' families with the exception of the following Rules: 1, 3.7, 3.10, 4.3, 4.4, 4.6, 6.1 and 6.5.

Definitions

The following definitions apply in these Rules:-

Mobile Home	the Mobile Home located on the Pitch
Owner	means D Mr J and Mr W Crittenden of 7 Glebe Way, West Wickham, Kent, BR4 0SH
Occupier	means anyone who occupies a Mobile Home whether under an Agreement in accordance with the Mobile Homes Act 1983 (as amended) or under a tenancy or any other Agreement.
Pitch	the Pitch on which the Mobile Home is located but this does not extend to any other part of the Site.

Rules the rules contained in this Code of Conduct/(Park Rules) document.

Site means the mobile home park at Duffins Orchard Mobile Home Park, Brox Road, Ottershaw, Surrey, KT16 0LP

1. Residents

The Site is intended as a residential Site to accommodate older or retired people. No person under the age of 50 years (except for the Owner's employees and family members of the employees) is permitted to reside on the Site.

2. The Pitch

2.1 The Occupier is responsible for the cleanliness of the Pitch. In particular, the Occupier must keep the area underneath the Mobile Home clear for reasons of ventilation and safety. If the Mobile Home has a brick skirting, access doors on both sides must be fitted in case of fire and flood.

2.2 Trees may be planted with the permission in writing (which will not be unreasonably withheld or delayed) from the Owner. The trees must not be allowed to grow to a size or shape which could interfere with the roads or paths on the Site nor with the Pitch of any neighbouring Occupiers. No trees or shrubs shall be cut down, removed or damaged. An Occupier may, with the written consent of the Owner (which consent shall not be unreasonably withheld or delayed), be allowed to have a private garden on the Pitch. Any such private garden must be maintained and kept neat and tidy by the Occupier. Any trees and shrubs that have been planted must not be removed when the Pitch is vacated by the Occupier. Shrubs must be planted at least 1 metre away from the Mobile Home.

2.3 The Occupier must not erect any fences unless the Owner's permission in writing (which will not be unreasonably withheld or delayed) has been obtained and the fence does not breach the Site Licence conditions and any fire safety requirements. Any fences that have been or are erected by an Occupier must be maintained in good condition by the Occupier.

- 2.4 Occupiers must not keep any inflammable substances in their Mobile Home or on the Site (except in quantities which are reasonable for domestic use).
- 2.5 Greenhouses and the growing of vegetables are only permitted with the written consent of the Owner (whose consent shall not be unreasonably withheld or delayed) or in compliance with the local authority regulations.
- 2.6 The roots of woodland plants shall not removed. No turf shall be removed or damaged.
- 2.7 No loose goods are to be placed anywhere on the Pitch or under the Mobile Home.
- 2.8 Washing lines are to be reasonably screened from public view – rotary lines are preferred.
- 2.9 Occupiers must not keep any explosive substances on the Site.
- 2.10 Occupiers must not carry any offensive weapons, or other objects likely to cause offence to other Occupiers or visitors to the Site, nor are they to interfere with or disturb any flora or fauna on the Site.

3. Mobile Home

- 3.1 In order to remain on the Site, a Mobile Home must be:-
 - 3.1.1 of proprietary manufacture;
 - 3.1.2 constructed in accordance with the British standard specifications or equivalent;
 - 3.1.3 in safe, sound and merchantable condition;
 - 3.1.4 of good internal and external decoration and repair;
 - 3.1.5 fitted with a smoke alarm which is working;
 - 3.1.6 fitted with a fire extinguisher which is in good working order;

- 3.1.7 the decoration and external colour must be maintained to the satisfaction of the Owner;
- 3.2 Wheels must not be removed, nor the Mobile Home repositioned without permission.
- 3.3 The Occupier must not carry out any improvements to their Mobile Home or Pitch without first obtaining the written consent of the Owner (which shall not be unreasonably withheld or delayed).
- 3.4 The Occupier must ensure that all electrical, solid fuel, oil and gas installations within their Mobile Home or on their Pitch which is either owned by them or for which they are responsible complies at all times with the regulatory requirements.
- 3.5 Electrical installations to the Mobile Home from the outside trip switch shall be maintained in a safe condition, the expense of which will be borne by the Occupier. An external trip switch is fitted to all Mobile Homes. The Owner will replace faulty switches on the first occasion but the cost of replacing any further switches will be borne by the Occupier.
- 3.6 No Mobile Home shall be used to accommodate a number of persons in excess of the number of berths installed by the manufacturers of the Mobile Home, (except for a child below the age of 3 accommodated in a cot) but in any case shall not exceed a total of TWO persons in a single unit and FOUR persons in a double unit unless expressly agreed in writing by the Owner whose consent will not be unreasonably withheld or delayed.
- 3.7 No Occupier will use the Mobile Home, the Pitch, the Site or any part of the Site for any business purpose. The Occupier must not use the Mobile Home or the Pitch for the storage of stock, plant, machinery or equipment used or previously used for any business purpose.
- 3.8 Occupiers shall not do anything or allow anything to be done either in their Mobile Home, their Pitch or anywhere on the Site, which may be or may become a nuisance, damage, annoyance or inconvenience to the Owner, any other Occupiers on the Site

or to any adjoining or neighbouring property and shall not use or allow the Mobile Home to be used for immoral or illegal purposes.

- 3.9 Occupiers must ensure that their visitors or guests comply with the Rules and the Site Licence conditions. Occupiers must keep their Mobile Home adequately insured against all usual risks. Failure to do so will be a breach of the Agreement under the Mobile Homes Act 1983, resulting in further action being taken.
- 3.10 Storage sheds or other structures are only permitted with the written approval of the Owner (whose permission will not be unreasonably withheld or delayed) and where permitted, must be of: (a) a design and size (maximum size 6ft x 4ft) approved by the Owner; and (b) in compliance with the local authority regulations. Any new sheds must be made of fire retardant material. Any existing wooden sheds must be painted with fire retardant paint. Only one shed allowed per Pitch.
- 3.11 Occupiers are responsible for the conduct of children in their custody and visitors who should be made aware of the Rules.
- 3.12. Occupiers must ensure that children visiting them shall not play between neighbouring mobile homes.
- 3.13. The Occupier is responsible for all household refuse being deposited in the appropriate refuse or recycle bins. The Occupier is responsible for their own garden refuse. Garden waste bins can be provided by the local council at a cost to the Occupier. Occupiers must not deposit any waste or rubbish, other than in the local authority approved containers, on any part of their Pitch or anywhere else on the Site.

4. Vehicles

- 4.1 All vehicles must be driven carefully, not exceeding the speed limit of 5 miles per hour or if a speed limit is displayed then the displayed speed limit.
- 4.2 The vehicles must keep to the authorised parking spaces and to the roads which must not be obstructed, and must never be parked at the sides of the Mobile Homes. Loading and unloading is permitted but only for short periods (20 minutes) unless

there are exceptional circumstances. All vehicles must be taxed and insured as required by law and drivers must hold a current driving licence. Disused vehicles must be removed.

- 4.3 Visitors are not allowed to park on the Site and must park in one of the parking bays allocated for visitors. Except for disabled visitors, the Occupier's parking bay must not be used by their visitors. Occupiers must park in the parking bays allocated to them and not on the road. Each Pitch is entitled to rent at least one parking bay should they require to do so. Further spaces can be allocated at the Owner's discretion.
- 4.4 Commercial vehicles, large vans, trailers, tractors, tourers, caravans other than mobile homes and marked vehicles are not allowed to be parked on the Site (with the exception of small unmarked vans). The Occupier must contact the Owner's Site Manager if they want a tradesman to park on the Site whilst carrying out work for the Occupier.
- 4.5 Disused or unroadworthy vehicles must not be kept on the Site. The Owner reserves the right to remove from the Site any vehicle which appears to have been abandoned.
- 4.6 All vehicles must be used on the designated roads. No driving, riding, cycling on the footpaths or grassed areas (with the exception of invalid carriages).

5. Radios, Motor Vehicles Etc.

- 5.1 Musical instruments, record players, radios, or any other form of recorded music player, other appliances and motor vehicles must not be used so as to cause a nuisance to other Occupiers or to the residents of properties neighbouring the Site, especially between the hours of 10.30pm and 7.30am.

6. Pets

- 6.1 Pets cannot be kept on the Site unless written consent has been obtained from the Owner.
- 6.2 All pets must be kept under proper control and not allowed to despoil the Site.

6.3 Rabbits or other caged animals are not permitted.

6.4 Visitors' dogs are not allowed to run loose on the Site and must be kept on a lead at all times.

6.5 No dogs allowed to reside on the Site.

Note: As stated earlier, these Rules do not have retrospective effect. If the keeping of the pet complied with the previous Rules, an Occupier will not be in breach when these Rules come into force. However, when the pet dies, or leaves, it can only be replaced if it would comply with these Rules.

7. Sales

When any Mobile Home is sold, there is a commission of 10% of the sale price payable to the Owner within 7 days of completion of the sale.

8. General Terms

8.1 A new rent book will be issued to the incoming Occupier. If this is lost, further rent books will be supplied at the Occupier's expense.

8.2 Rent is payable on the first day of every month and if it is not paid by the 7th day, the Occupier will be shown as being in arrears.

8.3 The cost of any cheques issued and subsequently marked "Refer to Drawer" etc will be borne by the Occupier.

8.4 Electricity is supplied by the Owner at the rate set by OFFER, the price controlling body (and must be paid within 14 days of the Occupier receiving the account). Any Occupier not paying within that time will be shown as being in arrears.

8.5 Sewerage and domestic water rates are included in the rent.

- 8.6 Controlled burning of Site refuse is allowed by the Owner's Site Manager provided it is not a nuisance or danger to other Mobile Homes on the Site or neighbouring land or property and meets with local authority regulations. There are no set times.
- 8.7 Parking a vehicle on site is charged for on a calendar month basis. The vehicles can only be parked in their allocated bays. The current fee payable for parking is £7.00 per calendar month but this is subject to any increase notified to the Occupier by the Owner from time to time.