

Saxon Park Rules

The following rules of occupation are for the good management of the park and the benefit of all who use them. These rules are Express terms of the agreement, by which you occupy your pitch in accordance with the current mobile Homes Act.

The rules have not been compiled to place unnecessary restrictions on residents, but rather to ensure that they may live peacefully and safely in unspoiled surroundings. As park home residents live in closer proximity with other residents than house dwellers, certain rules have been compiled for the resident's interests, others for safety reasons some to preserve the Community and others necessary to preserve the visual amenities of the park. We are sure that, provided the rules are accepted in the right spirit, our park will continue to be a harmonious safe community.

1. Homes must be kept in good and tenable state and condition; internal and external decoration and cleanliness must be maintained.
2. No external alterations or addition to the house or plot is permitted without prior written approval from the Park Owner. Fences may only be erected with written permission from the Park Owner.
NOTE: Fencing will only be considered to a maximum height of 2ft. And must include removable posts allowing vehicle access to site new homes or any other park business.
3. Occupiers are responsible for the cleanliness of the Pitch. All garden areas must be kept neat and tidy and clear of any long grass or vegetation. All cuttings must be removed from the vicinity of the home and park, to enable the owner to conform with the conditions of the Site Licence issued by the Local Authority.
4. The planting of trees and shrubs is subject to the Park Owners prior written approval.
5. Homes are for residential purposes only. No commercial enterprise or business activities may take place on or from the park.
6. Washing must not be hung out to dry on Sundays.
7. No household refuse to be deposited at Refuse Point before 4pm on the day before collection. Refuse must be left at Refuse Point in tied bags or dustbins.
8. Musical instruments, audio systems, radios, other appliances including motor vehicles must not cause nuisance to other occupiers. There must be no audible noise outside the home between the hours of 10:30pm and 8:00am.
9. Occupiers are responsible for the conduct of visitors on the park. Please ensure they respect all tenant's privacy.
10. Occupiers are responsible for all electrical, gas, sewage, water installations and appliances from meter and stop cock and should comply to IE and other appropriate standards. Occupiers are also responsible for underground facilities on their plot.
11. (i) No more than one motor vehicle can be allowed per home. Vehicles must be parked in allotted parking spaces which are not transferable. Please drive all vehicles carefully on the park not exceeding the speed limit of 10mph.
(ii) Vehicles must be taxed and insured as required by law on the park.
(iii) No parking of business or commercial vehicles is allowed on the park.
(iv) All vehicles are parked at the residents/visitors own risk.
12. No new residents may move onto the park with pets. No poultry or other animals are allowed to be kept on the Park. Dogs must be kept on a lead at all times and never allowed on or near park trees, hedges or grassed areas and must not be allowed to inconvenience any occupier.
13. No fires may be lit on any of the park or adjoining land.

14. (i) The use of hosepipes is not permitted (unless for fire fighting)
(ii) Fire point hoses and buckets must not be misused
(iii) Site fire fighting appliances are provided but a small fire extinguisher is required to be kept in your home (dry powder type, 4lbs).
15. Residents are expected to keep the macadam surface free from oil or similar substances at all times.
16. Vehicles and people are admitted to the park on condition that the Park Owner shall not be liable for any loss or damage to any person or property of any description whatsoever.
17. The owner intends that the park shall be for retired or semi-retired people. No person under the age of 50 may move on to the park.
18. Rent and other charges must be paid within 7 days of becoming due and owing. If payment is not received within this period then interests will be charged at 5% above Barclays bank PLC base rate from time to time in force.

*Footnote:

Having consulted the relevant government department (DCLG) and its own in-house legal team the Council is of the opinion that the final sentence in Site Rule 10 is of no effect as it conflicts with the implied terms which are incorporated by legislation into all site rules, regardless of whether those rules have been through a consultation process with the site residents. Where an implied term conflicts with an express term drawn up by the site owner then the implied term takes precedence and the express term is of no effect; i.e. it is invalid and should be ignored. If in any doubt you are urged to seek your own legal advice.

The implied term in the part of rule 10, is implied term 22(c) which reads as follows:

"22(c) The owner shall-

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"

The following weblink is to a factsheet published by the Department for Communities and Local Government which lists all implied terms:

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/236493/Consolidated_implied_terms_in_park_home_pitch_agreements.pdf

This is in accordance with the Mobile Homes (Site Rules) (England) Regulations 2014 in which regulation 5 provides:

"Matters prescribed for the purposes of section 2C(8) of the Mobile Homes Act 1983

5. A site rule is of no effect in so far as it makes provision in relation to any of the matters prescribed in Schedule 5 to these Regulations. "

Schedule 5, section 2(c) then provides:

"(c) any matter which is contrary to the implied terms of the agreement, as defined by section 1 of the 1983 Act"
Section 1 of the 1983 Act defines implied terms as "those set out in section 2(1)"

Section 2(1) provides that:

"In any agreement to which this Act applies there shall be implied the terms set out in Part I of Schedule 1 to this Act; and this subsection shall have effect notwithstanding any express term of the agreement."

The Housing Act 2004 (the 2004 Act) and the Mobile Homes Act 1983 (Amendment of Schedule 1) (England) Order 2006 (the 2006 Order) added to and amended the implied terms set out in Schedule 1 to the 1983 Act. The changes as a result of the 2004 Act came into force on 18 January 2005. The changes as a result of the 2006 Order came into force on 1 October 2006, producing the full set of implied terms which can be found on the weblink shown above.