

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).

Date Written Statement Received :

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

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

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

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

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 1 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 2

Particulars of the agreement

1. The Mobile Homes Act 1983 (“the 1983 Act”) applies to the agreement.

Parties to the Agreement

2. The parties to the agreement are –

(name/s of person/s entitled to station a mobile home on the pitch) and
The Council of the City of York of West Offices, Station Rise, York YO1 6GA
(name and address of the local authority)

Start Date

3. The agreement began on (insert date)

Particulars of the pitch

4. The particulars of the land on which you are entitled to station your mobile home are:
Plot on Caravan/Travellers Site, Water Lane, York,

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 stationed; and
 - c. measurements between identifiable fixed points on the site and the pitch and base is attached to this statement.

Local authority’s interest

- ~~6. The local authority’s estate or interest in the land will end on~~

~~(if this statement applies insert date); or~~

~~The local authority’s planning permission for the site will end on~~

~~(if this statement applies insert date)~~

~~This means that your right to stay on the site will not continue after either of these dates unless the local authority’s interest or planning permission is extended. (If only one of these statements applies, cross out the words which do not apply. If neither of these statements apply, delete this paragraph.)~~

Pitch fee

7. The pitch fee is payable weekly/monthly/quarterly/annually

(Cross out the words which do not apply)

The pitch fee is £71.26

The following services are included in the pitch fee –

~~Water~~

Sewerage

.....

.....

(Cross out the services which are not included and add any others which are included in the pitch fee)

Review of pitch fee

8. The pitch fee will be reviewed on 01/04/2015 (insert date). This date is the review date.

Additional charges

9. An additional charge is made for the following matters –

.....

.....

.....

(List the matters for which an additional charge is made)

ANNEX TO PART 2

This Annex sets out the implied terms which automatically apply to the agreement.

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

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 [appropriate judicial body] —
 - (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 [appropriate judicial body]—
 - (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, [a tribunal] 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 [appropriate judicial body] , having regard to [the tribunal's 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 [tribunal] under sub-paragraph (1)(a)—

(a) the [tribunal] 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 [tribunal] that the occupier intends to carry out those repairs.

(3) In such a case the [tribunal] 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 [tribunal] considers reasonable to enable the repairs to be carried out.

(4) If the [tribunal] 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, [a tribunal] 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 [a tribunal] 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 [a tribunal] , 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 [a tribunal] 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 [a tribunal] 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 [a tribunal] ² 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 [a tribunal] 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 [a tribunal] under paragraph 14(b); and

(c) if [a tribunal] 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) [A tribunal] 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 [a tribunal] 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, [a tribunal] , 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, [a tribunal] 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 of the written statement sets out other terms of the agreement which are agreed between you and the local authority in addition to the implied terms.

1. Definitions

In this agreement, the following words have the following meanings –

“written consent” – this means a letter from us agreeing to your proposal. You must obtain this **BEFORE** you take the action that you need permission for.

2. Right to Occupy

The Council grants you (and all the people who live with you) the right to –

- 2.1. Use the pitch for stationing up to 2 caravans for residential use
- 2.2. Use the amenity block
- 2.3. Use the roadways, pathways, communal areas and parking which are on the site

You have these rights until the end of this agreement.

3. Your Obligations

You are responsible for anything that you do in relation to the pitch or the site, and you are also responsible for anything your household, friends, relatives, including children, and any other person living in or visiting your home does in relation to the pitch or the site.

You agree that you will –

Pay the Pitch Fee

- 3.1. Pay the weekly charge for the pitch. This can be paid by using your Allpay card at any designated Allpay outlet (or by standing order, please see your support worker if you wish to do this). Your Allpay card will be issued to you once the rent account has been raised. The pitch fee is made up of one or more amounts:
 - Basic weekly charge
 - Service charges
 - Other charges

A Traveller pitch agreement may begin on any day of the week and the rent will be adjusted if this is not a Monday, a full weeks rent will be charged for every week following.

You may be able to claim Housing Benefit if you are on benefits or a low income. Please ask the support worker for more details.

Non Payment of Rent

If you do not pay your rent including any service charges or other charges due we may ask the court to make an order against you for the possession of the property. We may then take steps to evict you from the pitch. If we have to do this you will have to pay legal costs as well as the rent you owe.

Pay any Former Arrears

- 3.2. If you owe any rent arrears to the City of York Council from any permanent or temporary accommodation you will make a formal agreement to pay these arrears

Live on the Pitch

- 3.3. Once you have signed your pitch agreement you must move onto the pitch. You must live at this pitch as your sole or main home. If you stop living on the pitch as your sole or main home, we may ask the court for a possession order against you. The court will make the order if it thinks it is reasonable to do so.

Temporary Absences

- 3.4. If you expect to be away from your pitch for longer than one month, you should tell us. You must pay the pitch fee for any period when you are away.
- 3.5. The pitch must not be left vacant for more than 12 weeks in total in any 12 month period. You should notify us in writing if you intend to be absent for more than 4 weeks at any one time.

Guests

- 3.6. You must not allow anyone to live on the pitch who is not named in this agreement without our written consent. Any additional persons allowed to reside on your pitch must be added to your pitch agreement and declared on any Housing Benefit claim you make.

Sub-letting & Assignment

- 3.7. You must not sublet or give up possession of all or part of your pitch without our written permission. You must not give away or sign over your pitch to anyone without our written permission. We will give permission for the transfer in the following circumstances –
 - 3.7.1. there is a Court Order
 - 3.7.2. the new occupier qualifies as a successor (see below)
 - 3.7.3. you are making a mutual exchange (see below)

Succession

- 3.8. If you die when you are occupying the pitch as your sole or main home, any person living with you at that time and named on your Traveller Pitch agreement will have the right to succeed to this agreement if they are your –
- 3.8.1. widow, widower or surviving civil partner; or
 - 3.8.2. in default of a widow, widower or surviving civil partner so residing, any member of your family. If there is more than 1 person who is qualified to succeed and it cannot be agreed between them who that will be, we will decide who is to succeed.

Mutual Exchange

- 3.9. You may exchange your pitch with someone on another Gypsy or Traveller Site if you have our written consent. Our permission will only be refused if either you or the person you wish to exchange with –
- 3.9.1. owe arrears of your pitch fee; or
 - 3.9.2. are in breach of one of the other terms of the pitch agreement; or
 - 3.9.3. are under a Court Order to give up possession of the pitch; or
 - 3.9.4. possession proceedings have been begun or a notice to end the agreement has been served; or
 - 3.9.5. one of the pitches would be too large for the person who wishes to live there;
or
 - 3.9.6. one of the pitches was let as a consequence of employment (i.e. a tied pitch);
or
 - 3.9.7. the pitch is specially adapted for someone who is elderly or who is disabled or has special needs and there will be no such person in occupation

Pets

- 3.10. You must not keep horses on the site and horses must not be brought onto the site at any time.
- 3.11. You must not keep more than 2 dogs and/or cats on the site. You must not keep any other animals on your pitch without our written consent.
- 3.12. You or anyone living at your property must not keep the following animals at your property;
- Any dog which the Dangerous Dogs Act 1991 applies to
 - Any animal the Dangerous Wild Animals Act 1976 applies to
 - Any other animal that poses a danger, or a threat of danger to your neighbours, the public or anyone living in the locality.
 - Any livestock not suitable for a domestic environment
 - Any animal which causes a health and safety risk in the area
 - Any animal which is not bred as a domestic pet or has been trained and used for purposes likely to cause harm to another animal or human.
- You must not breed animals on the site.

- 3.12. You must keep any pets you own or are responsible for under control. This also applies to any pets your visitors bring with them to the property. You must not allow any pets you own or are responsible for to cause annoyance or nuisance to neighbours and the public or anyone living in the locality, or to cause damage to the pitch or the site.
- 3.13. You must not allow your pitch to become unhygienic due to a build up of your pets faeces, and if any pet you own or are responsible for fouls the site, you are responsible for cleaning this up. You must dispose of any animal waste correctly.
- 3.14. You must ensure that you look after any pets properly. If you do not keep your pets under control or look after your pets properly, we will remove your permission to keep pets. If we do this, we will write to you explaining why and what this means.

Use of the Pitch

Keep the Pitch Clean and Tidy

- 3.15. You are responsible for keeping the pitch and amenity block in a clean and tidy condition at all times. This includes maintenance of the garden area.
- 3.16. All household refuse should be placed in the bins provided. No trade or commercial waste shall be placed in the bins. All waste should be disposed of correctly and not left anywhere on the site or adjacent to the site.
- 3.17. You must not dispose of any waste or scrap on neighbouring land or on the highway.

Repairs and Alterations

- 3.18. The Council is responsible for carrying out general maintenance and repairs to the amenity block and the pitch, the facilities and the site. You must tell us if repairs are needed and allow us reasonable access to carry out repairs and inspections. We will usually give you notice when we wish to inspect or carry out repairs but sometimes we will not be able to do this when emergency repairs are needed. The Council will not repair anything fitted by the tenant.
- 3.19. You must not make any alterations or build any structure on the pitch without our written permission. You will be responsible for any damage caused by any alterations or building work that you have carried out. You will be re-charged the cost of any repairs if they are needed because of wilful damage, negligence or a failure to take care of the property.
- 3.20. During inspections of the pitch and amenity block you must allow photos or video footage for evidential or identification purposes.
- 3.21. You may be charged if no one is at home when you have requested an emergency call out or where an appointment has been made.
- 3.22. You are responsible for decorating the inside of the property.

Vehicles

- 3.20. You may only park one private car and one lorry or similar vehicle on the pitch. Vehicles must not be parked on the road in such a way as to restrict access for other vehicles, particularly refuse lorries and emergency vehicles.
- 3.21. Any vehicle maintenance must be carried out on your pitch and nowhere else on the site.
- 3.22. All vehicles must be kept in a mobile condition so that they can be moved at any time.
- 3.23. There is a speed limit of 5 miles per hour on the site. You must observe this speed limit at all times.

Trade or Business

- 3.24. You must use the pitch for private residential use only and must not carry out any trade or business on or adjacent to the site. Scrap metal brought within the site boundary must remain on the vehicle and must not be placed on to the pitches, or grassed areas or in any buildings. Any such items left anywhere on or adjacent to the site are liable to be removed without notice. You will be charged for the cost of this removal.

Fires & Hazardous Materials

- 3.25. All caravans in separate occupation must be parked at a minimum of 6 metres apart. All caravans not in separate occupation must be parked at a minimum of 3 metres apart.
- 3.26. No fires are allowed on or adjacent to the site except in properly constructed stoves or grates inside caravans. The burning of noxious substances on or adjacent to the site is prohibited.
- 3.27. You must not interfere with any fire fighting equipment provided on the site. Hose reels (where provided) are for emergency use only and must not be used for any other purpose.
- 3.28. Gas containers must be kept outside the caravan in the open air or in a compartment within the caravan specifically designed for the storage of gas and no petrol or other inflammable materials shall be stored on the site.

Nuisance and Anti-Social Behaviour

- 3.29. We are firmly opposed to anti-social behaviour. You must take all reasonable steps to prevent anyone living at or visiting the property, from carrying out any nuisance, annoyance, harassment or anti-social behaviour as detailed in this section. This includes any nuisance, annoyance, offence or harm to any:

- Neighbour
- Officer of City of York Council
- Businesses or services operating in the locality
- Other person living in or visiting the locality

3.30. We will take immediate steps to evict you where you or any other member of your household, or visitors to your pitch engages in any of the following activities:

- 3.30.1. Using your pitch or any other council property for illegal or immoral purposes. In particular the Council will not tolerate the pitch being used in connection with the possession, use, supply of, or dealing in illegal drugs or substances. You must not use the pitch, or supply from or in the neighbourhood of the pitch, any controlled drug or other substance that is illegal under the Misuse of Drugs Act 1971 or any part of the criminal law. You must make sure that no member of your household, or visitor carries out any such act. If they do, you will be responsible as if you had committed it yourself
- 3.30.2. Keeping a dangerous or illegal weapon on the pitch
- 3.30.3. Threatening behaviour at the pitch or in the locality with or without an offensive weapon
- 3.30.4. Drawing graffiti on or otherwise damaging public property on the site. You will be held responsible for the cost of repairing any malicious damage caused by anyone in your household, whether the damage is caused to the pitch which is the subject of this agreement, or any other property in the locality
- 3.30.5. Creating or permitting any noise which, in the opinion of the Council, causes a serious nuisance
- 3.30.6. Damaging or allowing an animal you own, or are responsible for, to damage any property or belongings of City of York Council, any neighbours, any tenant or licensee of ours, any other person living in the area near the pitch. If any member of your household commits any such act, you will be held responsible

3.31. You must not commit or allow members of or visitors to your household to commit any form of harassment on the grounds of race, colour, religion, sex, sexual orientation or disability which may interfere with the peace and comfort of, or cause offence to any others residing in, visiting or offering services in the locality.

3.32. You, members of your household, or any visitors to your home must not do anything or cause anything to be done which, in our opinion, is likely to cause nuisance, annoyance or harassment to others residing in, visiting or offering services in the locality. This includes the use of any words or the performance of any acts (including graffiti and damage to property), which are likely to be abusive or insulting on any grounds including colour, race, nationality, sexual orientation, gender, religion or disability.

- 3.33. The Council will not tolerate racial harassment. You must not cause racial harassment and must take all reasonable steps to prevent anyone living in or visiting the property from doing so. Discrimination, intimidation or harassment because of someone's race will include any act of verbal or physical abuse directed at individuals or groups because of their colour or origin, when the victim believes that the attack is of a racist nature or there is direct evidence of a racist motive. It is very different from other forms of harassment. Racial harassment is a crime and you will be breaking these conditions of tenancy if you are found guilty of it.
- 3.34. You must not inflict domestic violence or abuse, against your partner, ex-partner or another member of your family or household. Domestic violence or abuse means any incident or pattern of incidents of controlling, coercive or threatening behaviour, violence or abuse between those aged 16 or over who are or have been intimate partners or family members regardless of gender or sexuality. This can encompass but is not limited to the following types of abuse: psychological, physical, sexual, financial and emotional. Where a member of the household is caused to leave your home through domestic abuse inflicted by another member of the household, we may seek possession of the pitch.
- 3.35. You must exercise control over children in your household and any children visiting your pitch to prevent them causing a nuisance or harassing neighbours and the public.
- 3.36. You must not physically or verbally abuse City of York Council employees or contractors, or intimidate them in any other way. Physical abuse includes any actual or threatened assault, attack, violent act or aggression directed towards any of our employees. You must make sure that no member of your household or visitor commits any such act. If they do you will be held responsible as if you had committed it yourself.
- 3.37. You must not physically or verbally abuse any person in the vicinity of the site, or intimidate them in any other way. Physical abuse includes any actual or threatened assault, attack, violent act or aggression directed towards any of our employees. You must make sure that no member of your household or visitor commits any such act. If they do you will be held responsible as if you had committed it yourself.

4. Changing this Agreement

- 4.1. The implied terms are fixed by law. If the law changes, we will write to you setting out the new implied terms.
- 4.2. The Council can only change the pitch fee in accordance with the implied terms.

- 4.3. We may change the other terms of this agreement but will only do so if we have followed this procedure –
- 4.3.1. We will write to you setting out the proposed changes and explaining them to you.
 - 4.3.2. We will give you a reasonable time to let us have your views. This will usually be at least 28 days.
 - 4.3.3. We will consider your views and write to you to let you know any resulting changes. We will tell you when the changes will take effect.

5. Ending this Agreement

- 5.1. You may end this agreement by giving us 28 days written notice. You can give this to a support worker on the site, at Ordnance Lane or by post to our address which is set out at the beginning of this agreement.
- 5.2. The Council can only end this agreement for one of the reasons set out in the implied terms at paragraphs 4, 5 or 6. These are that –
- 5.2.1. You are in arrears with the pitch fee; or
 - 5.2.2. You have broken one of the terms of this agreement; or
 - 5.2.3. You are not occupying the pitch as your sole or main home; or
 - 5.2.4. The condition of your caravan is such that it is having an effect on the rest of the site

We will seek a Court order against you and the Court must consider it reasonable to make the order before your agreement will end.

- 5.3. If we want to end your agreement, we will serve a written notice on you. This notice will give the reason why the notice is being served on you. If the notice is served because you have breached a term of this Agreement we will tell you what you can do to put that right and when that should be done by. If it is not possible for you to put things right, we will tell you why we think that is.

Leaving the Site

- 5.4. However your agreement ends, we will tell you which date you need to leave the site by. You must leave the site by this date and you must make sure that everyone else who has been living with you leaves at the same time. You must take all your vehicles, animals and belongings with you. You must make sure that your pitch is clear of any rubbish and that it is left in a good condition. If you do not take all your belongings with you, we may dispose of them and charge you the cost of doing this. (If we sell them, we will return any profit to you once we have deducted any amounts that are due to us).
- 5.5. You must return the keys for your pitch to Housing Services and not leave the keys with anyone else including friend, neighbour or relative unless they are legally entitled to act on your behalf. If you fail to return the keys you will be charged for the cost of any replacement keys, locks and any other work required to the

doors/frame due to your failure to return the keys and for any rent loss incurred by your delay in returning the keys.

5.6 When you give notice you must leave a forwarding address even if this is a correspondence address

6 False Information and Housing Related (including benefit) fraud

You must give accurate information when applying for a traveller pitch and for the duration of your agreement whilst living on the pitch. We will take steps to repossess the property if you (or another person on your behalf) give false information to get the pitch agreement.

You and / or your household must not commit housing or benefit fraud which is linked to the Pitch agreement.

**CITY OF YORK COUNCIL
COMMUNITIES AND NEIGHBOURHOODS
Agreement to occupy a caravan pitch**

I/We, _____ accept the agreement to occupy the
Pitch _____ on the _____ Travellers Site. I/We agree to comply with the conditions of the Pitch
Agreement which have been fully explained and a copy of which has been handed to me/us.
I/WE UNDERSTAND AND ACCEPT that this agreement is granted subject to those terms
being fully observed at all times during the continuance of this agreement.

DETAIL OF FAMILY/PERSONS WHO WILL BE RESIDING ON THE PITCH

SURNAME	FIRST NAME(S)	SEX M/F	DOB	RELATIONSHIP TO APPLICANT
				Licensee

If there is a change in your family circumstances please advise staff immediately.

**I have read these conditions and I understand that if I break the terms of this agreement
the Council may serve notice and apply for a court order to gain possession of the pitch**

1st Licensee's Signature: _____ Dated _____

2nd Licensee's Signature: _____ Dated _____

Guarantor _____ Dated _____
(If under 18)

Witness Signature: _____ Dated _____

Position Held: _____