

Housing

BRIGHTON & HOVE CITY COUNCIL OCCUPANCY AGREEMENT FOR PERMANANT 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).

SECTION 1

Information about your rights

1. The Mobile Homes Act 1983

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.

2. Implied terms

Part 1 of Schedule 1 to the 1983 Act contains a set of implied terms (Chapter 2 applies in relation to all pitches except those on local authority and county council Gypsy and Traveller sites; 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 Section 2 of this agreement.

3. Express terms

The express terms that are set out in Section 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 in certain circumstances agree to change them.

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4. Additional terms

There are additional terms set out in Part 2 of Schedule I 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.

5. Right to challenge express terms

- 5.1 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.
- 5.2 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 Section 3 of this statement) to be changed or deleted.
- 5.3 The site owner can also go to a residential property tribunal to ask for the agreement to be terminated.
- 5.4 The residential property tribunal must make an order on terms it considers just and equitable in the circumstances.
- 5.6 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.

6. Unfair terms

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

7. Disputes

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- 7.1 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.
- 7.2 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 appropriate judicial body. If you are notified of termination proceedings and you wish to take legal advice, you should do so promptly.
- 8. Arbitration**
- 8.1 You can agree in writing with your site owner to refer a particular dispute to arbitration.
- 8.2 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.
- 8.3 We can discuss you with you who would be an appropriate provider of mediation or arbitration services.

SECTION 2

Particulars of the agreement

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

Parties to the agreement

2. The parties to the agreement will be—

.....
.....
(insert name and address of mobile home occupier)

.....
(insert name and address of site owner)

Start date

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3. The agreement will begin on (insert date)

Particulars of the pitch

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

.....
.....
.....

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 to this statement.

Site owner's interest

6. The site owner's estate or interest in the land will end on

.....
(If this statement applies insert date);

Or

The site owner'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 site owner's interest or planning permission is extended.

(If only one of these statements apply, cross out the words that do not apply. If neither of these statements apply, delete this paragraph.)

Pitch fee

7. The pitch fee will be payable from
(insert date)

The pitch fee will be payable weekly/monthly/quarterly/annually
(cross out the words which do not apply)

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The pitch fee is

.....

The following services are included in the pitch fee—

.....

.....

(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
(insert date).

This date is the review date.
(Cross out this paragraph if not applicable)

Additional charges

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

.....

.

(List the matters for which an additional charge will be made)

SECTION 2

Implied terms set out in the agreement

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

(Annex to Section 2 – SI 2011 No. 1003)

1. DURATION OF THE AGREEMENT

Subject to paragraph 2 below, the right to station the mobile home on land forming part of the protected site shall subsist until the agreement is determined under paragraph 3, 4, 5 or 6 below.

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2. OWNERS ESTATE OR INTEREST

- 2.1 If the owner's estate or interest is insufficient to enable him to grant the right for an indefinite period, the period for which the right subsists shall not extend beyond the date when the owner's estate or interest determines.
- 2.2 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 shall not extend beyond the date when the planning permission expires.
- 2.3 If before the end of a period determined by this paragraph there is a change in circumstances which allows a longer period, account shall be taken of that change.

3. TERMINATION BY OCCUPIER

The occupier shall be 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.

4. TERMINATION BY THE OWNER

- 4.1 The owner shall be entitled to terminate the agreement forthwith, if on the application of the owner, the appropriate judicial body (SI 2011 No. 1005):
- (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.
 - (c) Is satisfied that the occupier is not occupying the mobile home as his only or main residence; and
 - (d) Considers it reasonable for the agreement to be terminated.
- 4.2 The owner shall be entitled to terminate the agreement forthwith if, on the application of the owner, the appropriate judicial body: is satisfied that, having regard to its condition, the mobile home:
- (a) is having a detrimental effect on the amenity of the site; or

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- (b) the appropriate judicial body considers it reasonable for the agreement to be terminated.
- 4.3. Sub-paragraphs (4.4) and (4.5) below apply if, on an application under sub-paragraph (4.1)(a) above:
- (a) the appropriate judicial body 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 appropriate judicial body that the occupier intends to carry out those repairs.
- 4.4. In such a case the appropriate judicial body 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 appropriate judicial body considers reasonable to enable the repairs to be carried out.
- 4.5. If the appropriate judicial body makes an interim order under sub paragraph (4.4), it must not make a determination under sub paragraph (4.1)(a) unless it is satisfied that the specified period has expired without the repairs having been carried out.

5. RECOVERY OF OVERPAYMENT BY OCCUPIER

Where the agreement is terminated as mentioned in paragraphs 3 or 4 above, the occupier shall be entitled to recover from the owner so much of any payment made by him in pursuance of the agreement as is attributable to a period beginning after the termination.

6. RE-SITTING OF MOBILE HOME

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- 6.1 The owner shall be 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 ("the other pitch") if (and only if):
- (a) on the application of the owner, the appropriate judicial body 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.
- 6.2 If the owner requires the occupier to station the mobile home on the other pitch so that he can replace, or carry out repairs to, the base on which the mobile home is stationed, he must if the occupier so requires, or the appropriate judicial body 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.
- 6.3 The owner shall pay all the costs and expenses incurred by the occupier in connection with his mobile home being moved to and from the other pitch.
- 6.4 In this paragraph and in paragraph 8.2 below, "essential repair or emergency works" means:
- (a) Repairs to the base on which the mobile home is stationed;
 - (b) Works or repairs needed to comply with any relevant legal requirements; or
 - (c) works or repairs in connection with restoration following flood, landslide or other natural disaster.

7. QUIET ENJOYMENT OF THE MOBILE HOME

The occupier shall be entitled to quiet enjoyment of the mobile home together with the pitch during the continuance of the agreement, subject to paragraphs 6, 8, 8.2 and 8.3..

8. OWNER'S RIGHT OF ENTRY TO THE PITCH

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- 8.1 The owner may enter the pitch without prior notice between the hours of 9 a.m. and 6 p.m.
- (a) to deliver written communications, including post and notices, to the occupier; and
 - (b) to read any meter for electricity, water, sewerage or other services supplied by the owner.
- 8.2 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.
- 8.3 Unless the occupier has agreed otherwise, the owner may enter the pitch for a reason other than one specified in paragraph 8.1 or 8.2 only if he has given the occupier at least 14 clear days' written notice of the date, time and reason for his visit.
- 8.4 The rights conferred by paragraphs 8.1 to 8.3 above do not extend to the mobile home.

9. THE PITCH FEE

- 9.1 The pitch fee can only be changed in accordance with paragraph 9.2, either:
- (a) with the agreement of the occupier, or
 - (b) if the appropriate judicial body, 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.
- 9.2
- (1) the pitch fee shall be reviewed annually as at the review date.
 - (2) At least 28 clear days before the review date the owner shall serve on the occupier a written notice setting out his proposals in respect of the new pitch fee.
 - (3) If the occupier agrees to the proposed new pitch fee, it shall be 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 appropriate judicial body for an order under paragraph 9.1(b) determining the amount of the new pitch fee;

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- (b) the occupier shall 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 appropriate judicial body under paragraph 9.1(b); and
 - (c) the new pitch fee shall be payable as from the review date but the occupier shall not 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 appropriate judicial body 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.
- (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 his proposals in respect of a new pitch fee.
- (7) If (at any time) the occupier agrees to the proposed pitch fee, it shall be 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 appropriate judicial body for an order under paragraph 9.1(b) determining the amount of the new pitch fee;
 - (b) the occupier shall 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 appropriate judicial body under paragraph 9.1(b); and
 - (c) if the appropriate judicial body makes such an order, the new pitch fee shall be 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

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notice under sub-paragraph (6)(b) but no later than four months after the date on which the owner serves that notice.

- (10) The appropriate judicial body 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 appropriate judicial body order determining the amount of the new pitch fee.

- 10. (1) When determining the amount of the new pitch fee particular regard shall 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 2-(f) and (g) below; and
 - (iii) to which a majority of the occupiers have not disagreed in writing or which, in the case of such disagreement, the appropriate judicial body, 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

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- (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.
- 11.** 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.
- 12.** (1) There is a presumption that the pitch fee shall 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 10(1) above.
- (2) Paragraph 10(3) above applies for the purposes of this paragraph as it applies for the purposes of paragraph 10.

13. OCCUPIERS OBLIGATIONS

The occupier shall:

- (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;

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(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 him with documentary evidence of any costs or expenses in respect of which the occupier seeks reimbursement.

14. OWNERS OBLIGATIONS

The owner shall:

- (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 any outhouses and facilities provided.

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- (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.
- 15.** The owner must not do or cause to be done anything which may adversely affect the ability of the occupier to perform his obligations under paragraph 13(c) and (d).
- 16.** For the purposes of paragraph 14(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.
- 17.** For the purposes of paragraph 14(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 14(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

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- (b) to take into account any representations made by the association, in accordance with paragraph (a)(ii), before proceeding with the matters.

18. OWNERS NAME AND ADDRESS

- 18.1 The owner shall 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 him by the occupier or a qualifying residents' association.
- 18.2 If the owner fails to comply with sub-paragraph (18.1), then any amount otherwise due from the occupier to the owner in respect of the pitch fee shall be treated for all purposes as not being due from the occupier to the owner at any time before the owner does so comply.
- 18.3 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 the name and address of the owner.
- 18.4 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 (18.3) above, the notice shall 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.
- 18.5 Nothing in sub-paragraph (18.3) or (18.4) applies to any notice containing a demand to which paragraph 19.1 applies
- 19.1 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.
- 19.2 Where:
 - (a) the occupier receives such a demand, but

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- (b) it does not contain the information required to be contained in it by virtue of sub-paragraph (19.1), the amount demanded shall 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.

20. QUALIFYING RESIDENTS ASSOCIATION

20.1 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 his is excluded from membership;
- (d) Subject to paragraph(c) above, 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;
- (h) the owner has acknowledged in writing to the secretary that the association is a qualifying residents' association, or, in default of this, the appropriate judicial body has so ordered.

20.2 When calculating the percentage of occupiers for the purpose of sub-paragraph (20.1)(b), each mobile home shall 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.

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21 INTERPRETATION

In this Schedule:

“**pitch**” means the land, forming part of the protected site and including any garden area, on which the occupier is entitled to station the mobile home under the terms of the agreement;

“**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 and 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 that 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 The Mobile Homes Act.

SECTION 3

Express terms of the agreement

This section of the written statement sets out other terms of the agreement which may be agreed between you and the site owner in addition to the implied terms.

You will be given a separate ‘Residents Handbook’ that details the Site Rules’ by the Traveller Liaison Team.

1. DEFINITIONS

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- 1.1 The term '**pitch**' means the area of the site allocated to you under this agreement, including any structures or buildings erected on this area by the Council, any fixtures and fittings, any hedges, fences, paved areas, or parking areas.
- 1.2 The term '**the Council**' or '**the Council's**' refers to Brighton & Hove City Council.
- 1.3 A '**mobile home**' is not capable of being towed and has to be carried on another vehicle.
- 1.4 A '**trailer**' is a towed by a vehicle and used for commercial purposes as opposed to a '**caravan**' which is towed by a vehicle and used for residential purposes.
- 1.5 The "**site**" means the area, within its defined boundaries, where the pitch allocated to you is situated.

2. DOMESTIC VIOLENCE

You must not use or threaten to use violence by using physical, mental, emotional or sexual abuse against any other person living with you, anyone you have invited into your home, or anyone living in, or in the locality of the site. If you do and that person or their children have to leave the pitch or the site because of violence, or threats of violence or abuse against them, we would usually take steps to evict you from your pitch or take such other legal action as we deem appropriate.

The Council has adopted a code of practice for dealing with domestic violence. The Council will support any person experiencing domestic violence by giving advice, and in some cases, if the Council feel necessary, providing temporary accommodation. Further advice is available from the Traveller Liaison Team or from the Council's Homelessness section.

3. FIREARM'S AND OTHER DANGEROUS WEAPONS

No unlicensed firearm, air rifle/pistol, crossbow, catapult or other dangerous weapon may be brought onto or kept on the site. The council reserves the right to evict occupants' in breach of this clause with 28 days notice.

4. ALTERATIONS AND DAMAGE

- 4.1 You must not carry out any alteration to any area of the site or to your individual pitch or day room without the permission of the Council. The Council's permission will not be unreasonably withheld. This includes any alteration or removal of any items such as fences, gates or barriers. The Council will require you to pay for any alterations, changes or damage you cause, or which you allow or incite to be caused without the permission of the Council.

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- 4.2 You must not erect any structures on your pitch or anywhere else on the site without the permission of the Council. The Council's permission will not be unreasonably withheld.
- 4.3 Some alternations may need planning permission such as the erection of sheds and fences. It is your responsibility to check if a proposed alteration requires planning permission and to provide evidence to the council that you have obtained planning permission if required. You will not be given permission to make an alteration that requires planning permission without having obtained this in advance.
- 4.3 You will be required to pay for the following in cases where you have been the cause, or where the cause has been people living with you (temporarily or permanently) or people visiting you, including children;
- (a) damage to any entrance way/area to the site, buildings, structures, CCTV, fences, gates, walls, paths, roadways, communal areas, barriers, trees, shrubs, bunds or similar structures.
 - (b) removal of rubbish left on site in unauthorised locations.
 - (c) Removal of vehicles, caravans, trailers or mobile homes parked anywhere on the site without the Council's permission or in unauthorised areas.
 - (d) Any other damage caused by your actions, or actions of your household, or visitors or guests.
- 4.4 You must not extend the boundaries of the plot/pitch onto, or otherwise occupy, any neighbouring pitches, landscaped areas or other neighbouring land.
- 5. YOUR CARAVAN / MOBILE HOME**
- 5.1 When you become occupier of the site, you must register your caravan/mobile home details with the Council prior to taking up your pitch. This is for Health and Safety reasons.
- 5.2 If you change your caravan/mobile home, or require additional caravans/mobile homes (subject to paragraph 6.1 below), you must seek permission of the council giving a notice period of at least 14 days.
- 5.3 You must not park any other caravans/mobile homes on your pitch without the permission of the Council. The council's permission will not be unreasonably withheld.
- 5.4 You must not move your caravan/mobile home or vehicles to any other pitch on the site, (even if one becomes vacant) without prior written permission. If the Council agree to such a request, the Council will terminate this agreement and grant you a new agreement for the new pitch.

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5.5 You must ensure that all electrical, gas, water and heating installations or appliances in your caravan/mobile home are in proper working order; in that they meet all current regulations and do not pose a fire or any other risk to anyone.

5.6 Caravans/mobile homes, trailers, any motor vehicles and their contents are brought onto or removed from the site entirely at the owner's risk.

6. VEHICLES AND PARKING

6.1 All vehicles should only be parked on the hard standing allocated to your pitch and must not be parked on any other part of the site without the Council's written permission. In no circumstances should they be parked on the grass, on your pitch or elsewhere on the site. You must not allow visitors to park on the grass.

6.2 You and anyone living with or visiting you must not park on your pitch, anywhere on the site, in the locality of the site, any motor vehicle, caravan, mobile home, boat or trailer which is used or being repaired for racing

6.3 You must ensure all your vehicles, including caravans, are in proper working condition, and do not cause any damage to the pitch, the site, or the environment.

6.4 You must not park or allow any living with you or visiting to park on any vacant pitches or anywhere that would, in the Council's reasonable opinion, cause inconvenience, or obstruct emergency services, the Police or other drivers

6.5 You, those who live with you and your visitors must not block local roadways, bridleways and other vehicle access, and must keep them and car parking spaces clear of un-roadworthy vehicles and other obstructions

6.6 You must not park any untaxed vehicle on your pitch or elsewhere on the site unless it has been registered with the DVLA as SORN

6.7 The Council reserves the right to remove any motor vehicle, caravan, mobile home, boat, trailer that is parked without the Council's permission on any part of the site or on any other part of the Council's land. You will be charged for any storage or removal costs.

6.8 You must not drive any motor vehicle, including quad bikes, motorcycle, mini motos or trailers over grass verges, paved areas, landscaped areas or any other area, which is not a designated public highway.

6.9 If your vehicle leaks or has had leaked any oil or fuel on the site surface, this must be reported and cleaned up by you appropriately to the council's satisfaction.

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7. VEHICLE AND CARAVAN REPAIRS AND MAINTENANCE

- 7.1 You and anyone living with you or visiting you (including children) must not:
- (a) carry out vehicle repairs, carry out welding to or paint spraying of any motor vehicle or trailer anywhere on your plot/pitch or on the site, or in the locality of the site, or on any road, path, bridleway.
 - (b) wash or clean a vehicle or trailer on the site. Vehicles and trailers should be taken to a designated carwash facility for this purpose.
 - (c) carry out any business on site involving amongst other things, the sale or repair of motor vehicles or trailers.

8. OPERATION OF BUSINESSES

- 8.1 You must not operate a business from the site or from your pitch.
- 8.2 Commercial vehicles are permitted on site as long as they are parked appropriately in accordance with section 6 above.
- 8.3 Business equipment, machinery and must be kept in your vehicles, trailers or day rooms and must not be stored anywhere else on your pitch, on the grass or anywhere else on site.
- 8.4 Non-hazardous scrap cannot be stored in your day room and must not be left anywhere on the open on your pitch or elsewhere on the site.
- 8.5 Non-hazardous commercial waste can be brought onto site until the next working day in a commercial vehicle but must be secure and must not be unloaded on your pitch or elsewhere on the site.
- 8.6 Commercial hazardous waste such as asbestos, corrosive and inflammable items must not be brought on to site in any circumstances. Hazardous chemicals such as petrol, diesel, pesticides, weed-killers, bleaches, corrosive chemicals must not be brought on to site or stored on site in any circumstances.
- 8.7 Commercial waste and hazardous waste including scrap metal, electronic and white goods and garden waste, should not be disposed of in the domestic or communal bins.

9. KEEPING ANIMALS

- 9.1 You or people residing with you must not keep a dog, cat, bird or other animal in your home without the Council's written permission. Your pet(s) must not annoy or frighten

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other people, nor must you allow your pet to foul shared areas. If nuisance occurs, we will withdraw our permission.

- 9.2 It is a breach of your occupation agreement if you are convicted of causing cruelty and suffering towards an animal.
- 9.3 You must not keep any animal, bird, reptile, or insect on your pitch or the site if action has previously been taken against you under the Environmental Protection Act 1990 or any other legislation relating to the welfare of animals;
- 9.4 You must clear up and dispose of any animal waste (including urine and faeces) immediately to the Council's reasonable satisfaction and this must not cause damage, a risk to the environment, nuisance or inconvenience to any other person or damage to any property.
- 9.5 You must permanently remove from your home, or the site, any animal, bird, reptile or insect that annoys, frightens or causes harm to other people, or causes damage to property;
- 9.6 All dogs must be microchipped and you will be asked to provide written proof of this.
- 9.7 All dogs must be kept on a lead other than when secured within your own pitch.
- 9.8 Dogs must be neutered if the council believe that you are persistently allowing the dog to stray, or if it is recommended by a veterinary surgeon, an animal behaviourist, or a qualified dog trainer.
- 9.9 You must not allow your dog to stray from you pitch; to access the farmland in the vicinity of the site and/or to chase or worry grazing animals.
- 9.10 You must not keep horses or other animals on your pitch, elsewhere on the site or in the surrounding area without the landowner's agreement.
- 9.11 You must not hunt wild animals, such as rabbits, on the site or in the near vicinity. The council will deal with pest control concerns.

10. DISPOSAL OF WASTE

- 10.1 The council is responsible for your domestic waste collection in line with our domestic waste collection procedures. The details of your collection will be explained in full by the Traveller Liaison Team.
- 10.2 You must place domestic waste in the bins or receptacle provided by the council. Please recycle as much waste as possible.

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- 10.3 You must not place any waste or rubbish, allow, cause or incite it to be placed in any other part of the site, or any part of the locality around the site;
- 10.4 If you have rubbish other than domestic waste (e.g. rubbish or waste from trading activities) you must not bring this on to the site, store this on your pitch or any part of the site.
- 10.5 You must not burn caravans, mobile homes, vehicles, parts of vehicles, tyres, cables or any other materials on the site.
- 10.6 You must not under any circumstances start a fire on any pitch or any part of the site. You must not allow or cause or incite anyone else to do so. Fires will only be allowed at an appropriate location and within terms agreed by the Council and with the permission of the Council.
- 10.7 You are allowed barbeques in a receptacle designed for this purpose or fires in a portable fire bucket, and in an appropriate and safe location.

11. CARE OF YOUR PITCH AND THE SITE

- 11.1 The site is in a special water protection zone and as such we have joint responsibility to avoid the risk of any pollution. You must ensure that your pitch and the site are kept clean and tidy. You must treat the local environment with care
- 11.2 You must not damage, remove or obstruct the entrance or entrance barriers to the site. You must not allow, cause or incite anyone else to do so.
- 11.3 All static mobile homes, caravans and utility buildings on your plot must be kept clean.
- 11.4 You must not damage, remove, alter or otherwise interfere with any structures, buildings, facilities, equipment, skips or waste collection/disposal facilities, hard standings or any other items placed on your pitch, the site, or in the locality of the site, by the Council, the Council's agents or the Police.
- 11.5 You must take all reasonable precautions needed to prevent fire, flood, theft, loss or damage to the Council's property or to any property belonging to the Council's agents or the Police.
- 11.6 You must not overcrowd your pitch, as this may become a fire hazard.
- 11.7 You must not store any hazardous chemicals on site. This includes petrol, diesel, pesticides, weed-killers, discarded televisions, electronic goods and white goods, corrosive chemicals and bleach. If you are unsure if it is safe to keep a chemical on site you should check with the Traveller Liaison Team prior to bringing it on to site. You will need written permission to store potentially flammable or potentially explosive

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substances in your home, for example, gas cannisters and oxygen cylinders. You must also not do or keep anything which might affect the insurance of the property

- 11.8 You must not use bleach on site to clean your pitch or caravan. The council will provide a list of environmentally sensitive products or you can purchase them from the site officer.
- 11.9 You must co-operate with us and your neighbours to keep any shared areas clean and tidy. All shared areas and emergency exits must be kept clear of items. If we need to clear any items belonging to you from shared areas, you may be required to pay our costs.
- 11.10 You or they must not do anything to encourage pests, vermin or animals that may cause a nuisance or damage at your home or in the neighbourhood. Examples of this include but are not limited to feeding wild pigeons and seagulls and not disposing of waste properly
- 11.11 You must keep your garden area tidy. You must not dump waste in the garden, including household items or vehicle parts. You must not allow any garden plants, trees or shrubs to grow onto or over neighbouring land. If you fail to keep these areas tidy we may do the work and you will have to pay our costs. In the first year of the site opening you must water the new turf on your pitch regularly.
- 11.12 You, those living with you (including children) and visitors must not defecate, urinate or dispose of waste water anywhere on site other than in the facilities provided.
- 11.13 Chemical Toilet contents cannot be disposed of on site. If you need advice about where to do so please speak to the Traveller Liaison Team.

12. UTILITIES AND SITE INFRASTRUCTURE

- 12.1 You must not change or tamper with any electrical equipment, CCTV equipment, the fire hydrant, fire safety equipment, drainage infrastructure, water supply infrastructure or other site infrastructure in any way
- 12.2 You must use the correct connectors for your caravans to connect to the electric/water and waste supply.
- 12.3 You must not overload electric points with additional adapters, cables and transformers.
- 12.4 Washing Machines and other domestic appliances must be properly plumbed in and located inside the utility building/day room.
- 12.4 You are not permitted to use generators or compressors on site. Generators and compressors must be stored and have no direct contact with the grassed or paved

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areas to avoid the risk of spillages which could contaminate the environment or cause damage to the site.

- 12.5 You must make all reasonable efforts to conserve water and electricity. For example it is not acceptable to leave hoses running unattended.
- 12.6 You must not abstract water or electricity from the communal facilities, from the transit site pitches or from anywhere other than your own pitch.
- 12.7 You must take care not to block the drains or toilets on the site – for example by attempting to flush away nappies, baby wipes or other sanitary items. You must not flush rubbish down the toilet.
- 12.8 In some cases we are legally obliged to provide your details to the utility provider.

13. BEING A GOOD NEIGHBOUR

- 13.1 You are responsible for the behaviour of all members of your household, including your children and visitors ('they'). This applies in your home, on your pitch and in the shared parts of the site and the local area. You and anyone living in your home or visiting you must not do or incite any behaviour that negatively impacts on, or is detrimental to, the community. This includes behaviours on your pitch, any part of the site, or the locality near to the site, or pitches let to others, in communal areas on the site or on or around any other property on the site belonging to the Council.
- 13.2 You or they must not do or threaten to do anything which causes, or is likely to cause, a nuisance or annoy someone else. Examples of anti-social activities, which cause nuisance and annoyance include, but are not limited to:
 - loud music from televisions, radios, music systems and musical instruments
 - noisy parties
 - too much noise from DIY activities
 - shouting and swearing
 - banging and slamming doors
 - dogs barking and fouling
 - dumping rubbish
 - vandalism and graffiti
 - interfering with livestock
 - interfering with water or drainage systems
 - grazing of animals
 - animals roaming the site untethered
 - driving on the grass

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- 13.3 You or they must not harass or threaten any other person because of race, colour, gender, nationality, religion, age, mental illness, disability, sexuality or for any other reason. Examples of harassment include, but are not limited to:
- violence, threats of violence or violent gestures
 - using abusive or insulting words or behaviour
 - writing threatening, abusive or insulting graffiti
 - damage or threats to damage property
 - intimidating anyone in any way
- 13.4 You or they must not use or threaten to use violence, abuse or use threatening behaviour to anyone in the area of your home or the area of our offices, including other residents, our employees, agents working on our behalf or other people visiting or carrying out lawful activities in the area of your home or our offices.
- 13.4.1 You or they must not use the site, your home, pitch or shared area for any criminal or illegal activity such as paedophilia or drug dealing.
- 13.5 You must not do the following or allow another person to do the following in or around your home or pitch:
- use without prescription, grow or produce any drugs or substances covered by the Misuse of Drugs Act 1971 (or any other relevant act or regulations)
 - supply or offer to supply any of these drugs to another person
 - possess any of these drugs with the intention of supplying them to another person
- 13.7 We will investigate any complaints of nuisance or harassment and will take appropriate action. We may take legal action to evict you if you or they cause a nuisance or harass or threaten any person because of race, colour, gender, nationality, religion, age, mental illness, disability, sexuality or for any other reason, or if you or they commit a crime or are convicted of an indictable offence on your pitch, at the site or in the neighbourhood. We may also take legal action to get an injunction against you or any person you allow to act anti-socially and to recover the costs of this action from you. We may make a referral for a court order. We are unlikely to offer you another pitch in the future if you have been evicted because of anti-social behaviour.

14. ABSENCE FROM THE SITE

- 14.1 The council recognises that from time to time you will wish to carry out cultural travelling either to look for work or to live the traditional way of life. If you wish to do this the following clauses apply:
- (a) The maximum amount of time in any one period that you are permitted to be away from the site is a total of 3 months.

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- (b) The maximum amount of time that you are permitted to be away from the site in anyone calendar year is 6 months.
- (c) You will continue to be responsible for paying the pitch fee and service charges. If you are in receipt of Benefits, you must inform the relevant agencies and check if you continue to be eligible to claim them.
- (d) You must inform the Traveller Liaison Team that you are about to leave your plot giving an estimated time away and a contact telephone number;
- (e) You are to make telephone contact with the Traveller Liaison Team after the first 4 week period. This communication is to continue every 4 weeks up to the maximum permitted time away;
- (f) If you do not make contact with the council it will be taken you are not returning to the site, and we will start proceedings to recover the pitch.
- (g) You must not allow any other person to reside or occupy the pitch for any period you are absent without obtaining express written permission of the council.

15. VISITORS

- 15.1 You are permitted to have visitors, but if the number of visitors leads to overcrowding they will be required to leave.
- 15.2 If the view of the council is that your visitors have stayed beyond what could be reasonably viewed as a visit, we may require that person(s) to leave.
- 15.3 You are not permitted to have visitors who have been barred from any Brighton & Hove council site, or whom are subject to an injunction.
- 15.4 Visitors are not permitted to bring trailers, caravans or live-in vehicles onto site without written permission from the Traveller Liaison Team obtained in advance.

16. DEALING WITH COUNCIL EMPLOYEES AND AGENTS

- 16.1 You must ensure that you, members of your family, lodgers, and anyone living with or visiting you (including children), co-operate with Council employees, and their agents. You must treat staff of Brighton and Hove City Council and their agents with respect, and any threats or abuse towards them could lead to termination of the agreement, and could result in the application to the court for an injunction. You will be pursued for the costs of any legal action taken against you.

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16.2 You must never subject the staff of Brighton and Hove City Council, or cause them to be subjected to, intimidation, obstruction, any physical or verbal abuse, threats or harassment in any location including the employee's home, at any time whether during their work or otherwise:

- (a) Physical abuse includes any actual or threatened assault, attack violent act or aggression.
- (b) Verbal abuse includes any act that is unreasonable and/or unlawful or which is intended or likely to alarm, distress or intimidate.
- (c) Harassment. This is defined as any behaviour that causes alarm, distress or upset to the victim.

16.3 You and anyone living with you or visiting you must not do anything which in the opinion of the Council interferes with, prevents, obstructs or makes more difficult the work of the Council, its agents, its employees. You must allow the Council, its agents and employees, immediate access when required urgently and, at all other times following a period of reasonable notice

17. SITE SECURITY

17.1 You must not give out your keys to anyone other than those residing with you or carers visiting you

17.2 You must not incite or enable others to trespass on to the permanent or transit site.

17.3 You must adhere to any reasonable instructions referring to safety and security by any council employee or agent.

17.4 You must interfere or allow others to interfere with the CCTV equipment, security gates, fire hydrant or any other fire safety equipment.

18. LEAVING THE SITE

18.1 When your site agreement is terminated, you must leave your pitch clean and tidy. You must hand any keys in your charge back to the Council. You must not leave any vehicles or other items or belongings anywhere on the site, on other people's pitches or on your own pitch. You will be charged if failure to do so results in the locks having to be changed.

18.2 The Council will require you to pay for the cost of repairing any damage or removing any items or rubbish/waste from the site.

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19. DEATH OF AN OCCUPATION AGREEMENT HOLDER

- 19.1 In the event of your death, the occupation agreement can be passed on to your spouse or civil partner or a joint tenant or a co-habitee (a person living with you as if they were your spouse or civil partner) if certain conditions are met. This is called 'succession' The conditions for succession are:
- any spouse, civil partner or co-habitee can succeed to the occupation agreement as long as they are living on the pitch as their only or principle home at the time of your death
 - if you have a joint occupation agreement, the occupation agreement will pass to the joint holder and this will count as a succession.
- 19.2 If someone has already succeeded to this occupation agreement, there can not normally be further succession. If there has already been a succession please contact the Traveller Liaison Team. A further succession may be considered in exceptional circumstances. The Permanent Traveller Site Discretionary Succession Policy outlines the circumstance in which a discretionary succession may be granted.
- 19.3 In the event that there is no-one qualified to succeed at the time of your death, the Occupation Agreement becomes part of the your estate. If you have left a will, the Occupation Agreement can be brought to an end by a personal representative of your estate. The personal representative must give at least four weeks' notice in writing ending on a Monday. Your estate is also responsible for other conditions of this agreement..
- 19.4 In the event that there is no will, known as 'intestate', legal responsibility for your Occupation Agreement passes to the Public Trustee. We will end the Occupation Agreement by serving a notice on the Public Trustee. A copy of this notice will be given to any next of kin that you may have.

20. SUCCESSORS IN TITLE

- 20.1 The agreements to which the Mobile Homes Act(s) applies shall be binding on and ensure for the benefit of any successor in title of the owner and any person claiming through or under the owner or any such successor;
- 20.2 Where an agreement to which this Act applies is lawfully assigned to any person, the agreement shall ensure for the benefit of and be binding on that person.
- 20.3 A copy of such assignment or court order needs to be provided to the council.

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EXPLANATORY NOTE

(This note is not part of the Regulations)

The Mobile Homes Act 1983 (“the 1983 Act”) applies to all agreements under which persons are entitled to station a mobile home on a protected site and occupy it as their only or main residence. The 1983 Act provides that before such an agreement is entered into the site owner must give to the proposed occupier of the mobile home a written statement which must include the matters specified in section 1(2)(a) to (d) of the 1983 Act and such other matters which are specified by regulations.

These Regulations specify that the written statement must contain certain information, in addition to that required by section 1(2) (a) to (d) to the 1983 Act, and must be in the form set out in the Schedule.

Part 1 of the Schedule contains information about the occupier’s rights under the agreement.

Part 2 of the Schedule sets out the main provisions of the agreement, name and address, particulars of the land, pitch fee, its review and additional charges.

Part 3 of the Schedule contains any other express terms of the agreement.

These Regulations revoke the Mobile Homes (Written Statement) (England) Regulations 2006.

An impact assessment has not been prepared for this instrument as it has no significant impact on the private or voluntary sectors.

(1) 1983 c. 34. Section 1 of the 1983 Act was substituted by section 206(1) of the Housing Act 2004 (c. 34). The power to make regulations under section 1(2) is, in relation to England, conferred on the Secretary of State and, in relation to Wales, conferred on the Welsh Ministers; see the definition of “appropriate national authority” in section 5(1) of the 1983 Act, as amended by section 261 of the Housing Act 2004. The 1983 Act extends to England and Wales and Scotland and has been substantially amended, in relation to England and Wales by sections 206 to 208 of the Housing Act 2004, the Mobile Homes Act 1983 (Jurisdiction of Residential Property Tribunals) (England) Order 2011 (S.I. 2011/1005), the Housing and Regeneration Act 2008 (Consequential Amendments to the Mobile Homes Act 1983) Order 2011 (S.I. 2011/1004), and, in relation to England, by the Mobile Homes Act 1983 (Amendment of Schedule 1) (England) Order 2006 (S.I. No 2006/1755) and the Mobile Homes Act 1983 (Amendment of Schedule 1 and Consequential Amendments) (England) Order 2011 (S.I. 2011/1003).

(2) For the definitions of “mobile home” and “protected site”, see section 5(1) of the 1983 Act.

(3) S.I. 2006/2275.

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I have read/I have had explained to me the conditions for the Gypsy and Traveller Caravan Site and my pitch and I understand them and agree to abide by them. I also understand that if I give any false information to the Council or do not give the Council the names of any persons who are to occupy my pitch, the Council may take action to terminate this agreement.

I,, agree to the terms and conditions set out in this agreement.

Signed:

Dated:

In the presence of:

Occupation/Job Title:

Address: Brighton & Hove Traveller Liaison Team
1st Floor, Bartholomew House
Bartholomew Square
Brighton
East Sussex BN1 1JP

Data Protection Act 1998

The information we hold about you will be used for housing management purposes. We may also use it for other council purposes, where the law permits us. The council is registered under the Data Protection Act 1998 for these purposes.

This authority is under a duty to protect the public funds it administers. We may check information provided by you or a third party with other information we hold. This enables us to check the accuracy of information to prevent or detect crime, and to protect public funds in other ways as permitted by law. We may also share this information with other bodies administering public funds for these purposes. We will not disclose information about you to anyone, unless the law permits us to.

The council is the data controller for the purposes of the Data Protection Act 1998. If you want to know more about the information we have about you, or the way we use your information, please write to the council's Data Protection Officer, Hove Town Hall, Norton Road, Hove, BN3 4AH.

