

# Housing

## Brighton & Hove City Council Transit Pitch Licence Agreement

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 ALLOWED TO RESIDE ON THE TRANSIT SITE. THIS IS NOT A PROTECTED SITE UNDER PROVISIONS OR AMENDMENTS UNDER THE MOBILE HOMES ACT 1983. 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.

#### 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. 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.**

#### 4. 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.

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## 5. Disputes

5.1 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](http://www.rpts.gov.uk) or from your local Residential Property Tribunal Office. We would recommend that you seek independent legal advice.

## 6. Arbitration

- 6.1 You can agree in writing with your site owner to refer a particular dispute to arbitration.
- 6.2 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.
- 6.3 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

3. The agreement will begin on ..... *(insert date)*

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## 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.

## 6. The Pitch Deposit will be £100

This must be paid in advance and will be returned to you after departure in full providing the conditions in Section 3 paragraph 18 are met

## 7. Pitch fee

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)

The pitch fee is  
.....

fee

## Additional charges

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

.....  
.

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## 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 Fixed period set out in the agreement (see paragraph 3.1, of Part 3) expires or termination under paragraph 3 or 4 whichever is sooner.

### **2. OWNERS ESTATE OR INTEREST**

- 2.1 If the owner's estate or interest is insufficient to enable him to grant the right for the fixed period set out in the agreement, 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 site as a site for mobile homes has been granted in terms such terms 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 planning permission for the use of the site for mobile homes has been granted in terms such that it requires the Owner to limit the duration of stay for mobile homes on the site, the period for which the right subsists does not extend beyond that duration.

### **3. TERMINATION BY OCCUPIER**

The occupier shall be entitled to terminate the agreement before the expiry of the Fixed Period set out in the agreement by giving written notice to the Owner.

### **4. EARLY TERMINATION BY THE OWNER**

- 4.1 The owner shall be entitled to terminate the agreement before the expiry of the Fixed Period set out in the agreement

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- (a) Without being required to show any reason, by giving written notice not less than four weeks before the date on which that notice is to take effect or
- (b) forthwith where;
  - (i) the occupier has breached a term of the agreement and, after the service of a notice to remedy the breach has not complied with the notice within a reasonable time, and
  - (ii) the owner considers it reasonable for the agreement to be terminated.

## **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. 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 7, 8 and 9.

## **7. OWNER'S RIGHT OF ENTRY TO THE PITCH**

- 7.1 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.
- 7.2 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

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practicable in the circumstances. In this paragraph '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

**8** Unless the occupier has agreed otherwise, the owner may enter the pitch for a reason other than one specified in paragraph 7 only if he has given the occupier at least 14 clear days' written notice of the date, time and reason for his visit.

8.1 The rights conferred by paragraphs 7 to 8 above do not extend to the mobile home.

## **9. OWNERS NAME AND ADDRESS**

9.1 The owner shall by notice inform the occupier of the address in England or Wales at which notices (including notices of proceedings) may be served on him by the occupier .

9.2 If the owner fails to comply with sub-paragraph (9.1), 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.

9.3 Where in accordance with the agreement the owner gives any written notice to the occupier or the notice must contain the name and address of the owner.

9.4 Where:

- (a) The occupier receives such a notice, but
- (b) it does not contain the information required to be contained in it by virtue of sub-paragraph (9.3) 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.

9.5 Nothing in sub-paragraph (9.3) or (9.4) applies to any notice containing a demand to which paragraph 10.1 applies

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- 10.1 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.
- 10.2 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 subparagraph (9.1), 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.

## 11 INTERPRETATION/DEFINITIONS

**“pitch”** means the area of the site licensed to you under this agreement land, forming part of the site, on which the occupier is entitled to station their trailer 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 their trailer 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.

The **“site”** means the area, within its defined boundaries, where the plot/pitch licensed to you is situated

**the Council**’ or **‘the Council’s’** refers to Brighton & Hove City Council

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.

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## 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. TEMPORARY LICENCE TO OCCUPY

- 1.1 This is not a protected site under any provisions or amendments under the Mobile Homes Act 1983
- 1.2 The Owner grants the Occupier a licence to occupy the Pitch for the duration of the Fixed Period, subject to:
  - (i) pre-payment by the Occupier of the deposit, pitch fee and of additional charges specified in paragraphs 6, 7 and 8 respectively of Part 2; and
  - (ii) compliance by the Occupier of all other terms and conditions applicable to them under this agreement
- 1.3 The Owner Reserves the right to move the Occupier at any time to a different pitch from the one first allocated, in the interests of good site management.
- 1.4 Subject to paragraphs 3 and 4 of the Annex to part 2, this agreement shall remain in force for a period of 7 days commencing on ..... and ending at 12 noon on .....(the "Fixed Period").
- 1.5 Subject to paragraph 1.6 the Owner may renew this agreement, each period to last a further 7 days, allowing the Occupier a maximum term of occupation of 12 weeks EXCEPT that no such renewal will be offered where:
  - (i) The occupier or members of his/her family are in breach of any term and condition of this agreement; or
  - (ii) The owner is rent arrears in relation to the site
- 1.6 Irrespective of whether the Owner grants a renewal of this agreement at the expiry of the Fixed Period, the terms and conditions set out in this agreement will continue to apply for the duration of the Occupiers occupation.



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- 1.7 Subject to the occupiers compliance with all other terms and conditions of the agreement the Owner will not seek to restrict the Occupiers occupation of the pitch to 12 weeks if, by imposing such a restriction, the occupier or his/her immediate family would be in breach of a section 62a direction given by the police under the Criminal Justice and Public Order Act 1994.
- 1.8 The owner reserves the right to vary the pitch fee, after giving 4 weeks notice.
- 1.9 This agreement authorises only the occupier and members of his/her immediate family to occupy the pitch. For the purposes of this agreement' immediate family' shall mean the occupier's spouse or partner and children, if any.
- 1.10 The occupier shall not without permission in writing from the owner, permit, allow or suffer any other person to stay on the pitch or any other part of the site.
- 1.11 This agreement is personal to the occupier and is not capable of being assigned or capable of being made the subject of any sub-licence.
- 1.12 The occupier shall be responsible for ensuring that the occupier and his/her immediate family and any lawful visitors abide by the site rules which are incorporated into this agreement and are binding on all persons present on the site. The owner may vary the site rules from time to time, on reasonable notice.
- 1.13 In addition to the terms and conditions contained in the agreement, the occupier shall obey and comply with any instructions or directions of an officer or agent of the council, including rules introduced from time to time for the management and regulation of the site.

## **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, our properties. If you do and that person or their children have to leave the property 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**

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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 without the permission of the Council. 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.
- 4.2 You must not erect any structures on your pitch or anywhere else on the site without the permission of the Council.
- 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 waste 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 pitch onto, or otherwise occupy, any neighbouring pitches, landscaped areas or other neighbouring land.

## 5. YOUR CARAVAN

- 5.1 When you become occupier of the site, you must register your caravan details with the Council prior to taking up your pitch. This is for Health and Safety reasons.
- 5.2 If you change your caravan, or require additional caravans (subject to paragraph 6.1 below), you must seek permission of the council giving a notice period of at least 14 days.

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- 5.3 You must not park any other caravans 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 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.
- 5.5 You must ensure that all electrical, gas, water and heating installations or appliances in your caravan 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, 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 or parking area 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. 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 unroadworthy 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 reserve 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.

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- 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 councils satisfaction.

## **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 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 or trailers and must not be stored anywhere else on your pitch, on the grass or anywhere else on site.
- 8.4 Commercial non-hazardous scrap can be stored in your vehicles on site in small quantities but must not be left anywhere in the open on your pitch or elsewhere on the site.
- 8.5 Commercial non-hazardous 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.

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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 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 under control of the owner. All dogs must have a collar and tag with the name and address of the owner clearly inscribed. Dogs that fall under the definition of a dangerous dog as contained in the Dangerous Dogs Act 1991 are not permitted on site.

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.

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## 10. DISPOSAL OF WASTE

- 10.1 The council is responsible for your domestic waste collection in line with their 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.
- 10.3 You must not place 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 waste other than domestic waste (e.g. rubbish/waste from trading activities) you must not bring this on to the site, store this on your pitch or any part of the site other than as outlined in section 8 above..
- 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 or fires in a portable fire bucket designed for this purpose, 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 caravans on your pitch 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.

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- 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, weedkillers, 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 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 site.
- 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 rubbish properly
- 11.11 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.
- 11.12 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 and water supply.
- 12.3 You must not overload electric points with additional adapters, cables and transformers.

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- 12.4 Washing Machines are not permitted on transit pitches.
- 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 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



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- animals roaming the site untethered
- driving on the grass

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.

13.5 You or they must not use your pitch, trailer or shared area for any criminal or illegal activity such as paedophilia or drug dealing.

13.6 You must not do the following or allow another person to do the following in or around your home:

- 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 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.

## 15. VISITORS

15.1 You are not permitted to have any overnight visitors.

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15.2 You are not permitted to have visitors who have been barred from any Brighton & Hove council site, or whom are subject to an injunction. .

## 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.

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.

# Housing

## **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 from the site.
- 18.3 The Council will deduct the costs of any damage to your pitch, or damage caused by you or members of your household to the site, from your deposit. The council will also deduct any monies owed in respect of pitch fees, service charges, court fees or any other monies due to be recharged to you as outlined in this agreement. This will include costs of cleaning up the pitch and removing any rubbish.
- 18.4 You will receive a letter outlining the charges deducted from your deposit. You will be entitled to request a review of the decision to deduct monies from your deposit. You must do so by making a request in writing to the Traveller's Team Manager within 7 days of receiving your letter.
- 18.5 If there has been no deduction from your deposit, or if there is money due to be returned to you this will be returned after your pitch has been inspected by a council officer or their agent within 7 days of your departure from the site.

## **19. VARIATION OF TERMS**

- 19.1 The owner may vary the express terms and conditions of this agreement at any time after consulting the occupier. However, the requirement to consult shall not apply if the Owner reasonably believes that the varied terms and conditions need to be introduced urgently.

## **20. TERMINATION OF THE AGREEMENT**

- 20.1 When the agreement expires at the end of the Fixed period, the occupier shall leave the site and give vacant possession of the pitch on or before that date.
- 20.2 If the occupier intends to leave the pitch before the end of the Fixed Period in accordance with paragraph 3 of the Annex to Part 2, the occupier shall give the owner not less than one week's notice of his/her intention.

# Housing

- 20.3 If the occupier leaves the pitch taking his/her caravan(s) he/she will be deemed to have terminated this agreement, unless the owner has given him/her consent to vacate the pitch with his/her caravan for an agreed period.
- 20.4 Any notice or other document relating to this agreement to be served by the owner may be delivered to the occupier in person, sent by post or left on the pitch (including affixing to the occupiers vehicle) marked for their attention.

## 21. NO EXCLUSIVE POSSESSION

- 21.1 The occupier acknowledges that the pitch and all parts of the site will be shared with the owner and other persons with whom the owner enters into an agreement for temporary occupation and that the occupier shall not have exclusive possession on the pitch or any part of the site under any circumstances. This agreement does not make the occupier a tenant of the owner.

## 22. Declaration

- 22.1 The Occupier hereby acknowledges that he/she has:
- (i) received a copy of this agreement prior to signing it;
  - (ii) received a copy of the current site rules;
  - (iii) read the agreement and site rules, or they have been read to him/her; and he/she understands them.
- 22.2 The Occupier hereby accepts the terms and conditions of this agreement and agrees to be bound by them.
- 22.3 The Owner agrees to be bound by the terms and conditions of this agreement, insofar as they apply to the Owner.
- 22.4 In accordance with paragraph 9.1 of the Annex to Part 2, in the Schedule to this agreement the Owner gives notice of the address at which notices (including notices of proceedings) may be served on the Owner by the Occupier.

# Housing

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  
1<sup>st</sup> 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

