**Site Rules for Heatherbank Residential Park**

**Allonby, Maryport, Cumbria. CA15 6PB**

**Preface**

In these rules:

“occupier/resident” means anyone who occupies a park home, whether under an Agreement to which the Mobile Homes Act 1983 applies or under a tenancy or any other agreement

"you" and "your" refers to the homeowner or other occupier of a park home.

“I” , “the Company”, "we" and "our" refers to the park owner/park management.

These rules are in place to ensure acceptable standards are maintained on the park, which will be of general benefit to occupiers, and to promote and maintain community cohesion.

They form part of the Agreement by which homeowners occupy the pitch in accordance with the Mobile Homes Act 1983, as amended.

None of these rules is to have retrospective effect. Accordingly: they are to apply only from the date on which they take effect, which is **11th** **March 2024.**

No occupier who is in occupation on that date will be treated as being in breach due to circumstances which were in existence on that date and which would not have been a breach of the rules in existence before that date.

**1.You agree**:

1.1 To not do anything that may put the Company in breach of any of the terms of its Site Licence. The Company is bound by the terms of its site licence, issued by the Local Authority. (A copy of the Company's Site Licence can be found on Heatherbank notice board).

1.2 To act in a courteous and considerate manner towards anyone visiting, using or working on the Park, including the Park Owner/Management, and any other residents/customers/visitors/guests of residents of other accommodation on the Park. 1.3 To always supervise children so they are not a nuisance or danger to themselves or others; parents/guardians are at all times responsible for the behaviour of their children and children in their care.

 You further agree that you will not:

 1.4.1. commit any criminal offence at the Park or undertake any criminal activity

 1.4.2. commit any acts of vandalism or nuisance

 1.4.3. use or display any guns, firearms, crossbows or any other weapon at the Park including "88" guns or air weapons. You may only keep them on the pitch or in your home if you hold the appropriate licence and they are securely stored in accordance with that licence.

 1.4.4. use any unlawful drugs

 1.4.5. use fireworks

 1.4.6. permit anyone who is to your knowledge on the Sex Offender's Register compiled under the Sex Offenders Act 1997 to use or visit the Park.

1. **Quiet Enjoyment of the Park**

 2.1. We request all residents respect their fellow neighbours and keep noise to a reasonable level. You are also responsible for the behaviour of your guests.

 2.2. Please note that CCTV cameras are used on Heatherbank Park, including its facilities to ensure the safety and security of all our residents and visitors.

 2.3. We will not tolerate the use of abusive language, threatening behaviour or malicious communication in any written form, towards the Site Owner/Management ,other residents, visitors, guests or other users of the Park.

 **3.Vehicles**

 3.1. The driver of any vehicle must have a FULL driving licence valid for the type of vehicle driven. Vehicle are only permitted for the purposes of driving to and from your park home.

 3.2. The 5 bar gate at the entrance to Heatherbank is to be kept closed. Once the gate has been opened to allow access to or egress from the site it must be closed again.

 3.3. The speed limit on the Park is 5mph and this must be strictly adhered to at all times.

 3.4. All vehicles on the Park must conform to the Road Traffic Act and have current tax, MOT and insurance.

 The provisions of the Highway Code apply to the roads on the Park and must be adhered to.

 3.5. Other than for delivering goods and services, you must not park or allow parking of commercial vehicles of any sort on the Park.

 3.6. No recreational vehicles can be used on the Park. This includes electrical or motorised bicycles/go-karts and ATVs. Mobility scooters are permitted.

 3.7. No vehicle is permitted to drive anywhere on the Park apart from the designated roads. The cost of repairing any damage to park property caused by you, your guests or your children will be recoverable from you.

 3.8. A maximum of two private cars only per pitch will be allowed, and they must be parked within the pitch boundary. Only one car must be parked on either side of the pitch. This is to minimise the fire risk, exacerbated by having multiple cars parked within the separation distance between units.

 Further extra parking is available for residents, visitors, and/or contractors. This parking area is adjacent to the park, but on Heatherbank property. It is owned and controlled by the park owner/management as a ‘quid pro quo’ arrangement for residents.

 Mis-use of this ‘quid pro quo’ arrangement will result in the prohibition of use of this parking area.

 3.9. Disused or un-roadworthy vehicles of any kind including ‘Sorn registered’ vehicles must not be kept anywhere on the park.

1. **Boats, trailers, caravans and/or motorhomes**

 4.1. The taking of any boat, open top or box trailer, *caravan* or motorhome into the Park is prohibited except with the specific written prior consent of the Company, which will not be unreasonably withheld.

 Any boat, trailer, caravan or motorhome which is taken into a Park with the Company's consent shall be temporarily parked in accordance with the Company's directions. For fire safety reasons, whilst visiting residents

 on the Park, only caravans and motorhomes can be used for overnight sleeping provided the company is aware of the number of visitors.

1. **Bicycles, Scooters, Balls, Play Equipment Etc.**

 5.1. Bicycles, scooters and other play equipment must be stored in a storage unit or shed.

 5.2. Bicycles or other play equipment must be used with due care and attention to other guests on the Park.

 5.3. We request that parents of children with bicycles ensure the bicycles are ridden in a courteous and responsible manner. Children must be supervised by an adult at all times when using bicycles, scooters, skateboards or other similar items.

 5.4. Please make sure that bicycles are never left unattended at the roadside and when not in use they are parked sensibly and do not cause an obstruction to other guests or vehicles.

 5.5. In the interests of safety, the Company advises bicycles to only be ridden during the hours of daylight.

 5.6. Trampolines, swings, slides and other play structures are not permitted to be permanently erected beside a park home.

 5.7. Kites are not permitted to be flown on the Park.

**6.Health & Safety**

 6.1. You must read any health and safety notices issued or posted on Heatherbank notice board and comply with their recommendations.

 6.2. You must comply with any reasonable requests made by the Site owner/manager or members of the Park staff in relation to health and safety.

 6.3. Please make yourself aware of the nearest fire point.

 6.4. It is advised that young children are not left alone in park homes.

 6.5. Please be aware that during periods of inclement weather certain areas of the Park may be slippery because of factors such as ice and mud. We recommend that you always wear appropriate footwear

 and tread with caution during these times. We also request a torch is carried as some areas of the park could have limited lighting.

 6.6. Smokers are required not to discard cigarette ends or any other detritus connected to smoking anywhere within the communal areas of the Park or on any part of Heatherbank grounds, driveway and access road,

 especially within the curtilage of Heatherbank house, Heatherbank static caravan, garden and outbuildings.

 6.7 When returning to your park home at any time of the day or night we respectfully ask that you consider other residents, guests and the park owner/management who may be sleeping/relaxing, and keep noise levels to an absolute minimum between the hours of 10pm and 8am.

**7**.**Dogs and Other Pets**

 7.1. A maximum of 2 dogs or other domestic pets per unit are permitted on the park.

 Certain dog breeds are strictly prohibited. These breeds include, but are not limited to, dogs listed under the Dangerous Dogs Act 1991.These are specified as Pit Bull Terrier, Dogo Argentina, Fila Brazieleiro and Japanese Tosa.

 7.2. Dogs must be kept on a lead of not more than 1.5 metres and must wear a collar and identity tag at ALL times when on the Park.

 7.3. Owners are responsible for the behaviour of their pets at all times. Owners must comply with any Rules, Regulations, by-laws or similar of the Park or other public body in relation to access for dogs to beach areas.

 7.4. Permission for any animal may be withdrawn at any time if the pet is a nuisance, and if you are requested to do so by us the pet must be removed from the Park immediately.

 7.5. We ask owners to exercise their dogs off the park whenever possible and away from communal/play areas. However, 'accidents' do happen and we ask the owners to do the reasonable thing and clear up the mess as

 per local authority requirements.

 7.6. It is not permitted to breed or sell animals from the Park.

 7.7. Farm and wild animals or birds, such as sheep, goats, pigs, cattle, horses, ferrets, pigeons, chickens or ducks will not be permitted to be kept in any park homes or on the pitch.

 Additional small domestic creatures that are kept as pets only, and can be kept inside the home or confined to a cage, e.g. cats, rabbits, guinea pigs, goldfish, budgerigars, will be allowed provided that the site Owner is made aware of their existence. The number of these pets must not be disproportionate to the size of the home. No breeding of these pets is allowed.

**8**.**Occupancy of park home**

 8.1. You must not use the park home, the pitch or the park (or any part of the park) for any business purpose, and you must not use the park home or the pitch for the storage of stock, plant, machinery or equipment used or

 last used for any business or agricultural purpose. However you are at liberty to work individually from home by carrying out any office work of a type which does not create a nuisance to other occupiers and does

 not involve any staff, other workers, customers or members of the public calling at the home or the park. No advertising, slogans or other similar material is allowed to be displayed.

 8.2. It is strongly advised that your park home may not be used for sleeping a number of persons greater than the maximum sleeping capacity specified in the agreement or, in the absence of such, recommended by the manufacturer.

 8.3. No tent, annexe, lean-to or awning may be erected without prior written permission from the company. Any tent, annexe, lean-to or awning must be of a design that can be easily dismantled and transported.

 8.4. You must ensure that you maintain the park home and the pitch in a good state of repair keeping them tidy at all times. You are responsible for ensuring that your unit is safe to use at all times. Gas and electrical

 installations must be checked by a suitably qualified engineer on a yearly basis. On request, sight of a copy of the annual gas and electrical safety certificates must be made available to the site owner/manager.

 8.5 You are not permitted to sub-let your park home. If you make the park home available for use by family and/or friends they must adhere to our 'Terms & Conditions'. Family and/or friends are only permitted to reside

 in the accommodation for a maximum period of 31 consecutive days.

 8.6. To promote security we advise you to make the site owner/manager aware of any visitors that may be occupying your park home when you are not.

**9.Insurance**

 9.1. It is strongly advised that your park home, along with any accessories, is insured to its full value against all usual risks including fire, storm damage and against third party liability. Unless found to be negligent or

 otherwise in breach of its obligations under the agreement, the Company will accept no responsibility for any damage, loss, expense, or injury suffered to persons or belongings, however caused, whilst on the park.

**10.Pitch**

 10.1. Any trees or large shrubs capable of growing more than 1 metre in height may only be planted in containers.

 10.2. Even though a tree or shrub may not be causing any prejudice, if it exceeds the pitch boundary or is more than 2 metres in height then park management or a neighbour has the right to ask that it be pruned and maintained.

 10.3. Signs must not be placed anywhere on the park home or the pitch. The exception being a 'For Sale’ sign which may be placed in the pitch

 10.4. No fences or structures of any kind, including decking, skirting, steps and disability ramps may be built on the pitch or onto the park home without the written consent of the park owner (which will not be unreasonably withheld).

 Anything erected without prior written permission will be removed at the park home owner's sole expense.

 10.5. You are responsible for keeping the area around your park home tidy. You must not store items under your unit and objects and personal clutter must not be left on the pitch. Grass cuttings and other garden waste

 must be collected and disposed of and not dumped indiscriminately. If waste around your pitch is considered a health and safety/fire hazard we will ask you to immediately rectify the situation and if this does not

 happen we will remove and dispose of such material as we see fit without further notice and with or without your consent.

 Cumberland Council provide refuse and recycling bins for the use of residents of each pitch. It is strongly advised that these bins are used correctly. Bins must be put out at the side of ‘Heatherbank’ driveway, near the main road before 9pm on the day (Thursday) prior to collection at approximately 6.45am the next morning (Friday).An annual calendar with diary dates and variations is attached to the site notice board.

 10.6. If your pitch including any decking, skirting, steps, disability ramps etc. is not of a standard as agreed between you and the Park owner, you will be notified in writing stating a suitable timescale to carry out the works required.

 Any works not carried out after this timescale will be carried out by the Park and you will be charged accordingly.

**11.Removal of Park Home**

 11.1. The owner of the park home must provide in writing to park management, 4 weeks' notice the intention to remove the park home. Details of any replacement park home to be brought onto the site (make, model, size and colour) must be provided in writing at the same time. A replacement park home must conform to BS 3632 thereby ensuring that it is suitable for safe full time residential use. Maximum size allowed 40ft long x 14ft wide.

 A charge is made for the changeover and reconnection of the new park home to all services (gas, electric, water and sewerage). This charge is payable before permission is granted to bring another park home onto the site. See the site owner for details of the current charges. Charges are subject to change annually on 1 April each year.

 11.2. The park management will agree a date with the park home owner to disconnect the park home from all gas, electric and water services.

 11.3. The park home only may be removed along with moveable non-fixtures. The infrastructure of the pitch must be left intact and in a safe condition.

 11.4. When the removal of the park home is contracted to another party, we insist that the park home owner satisfies themselves and the park management that the company/contractor chosen can do the task

 without risk to the health and safety of the people carrying out the activity or members of the public. This means ensuring there is adequate public liability insurance and also ensuring the competence of the company/contractor.

 The right combination of skills, experience and knowledge must be ensured.

 11.5. Park management must be provided with all the relevant documentation and proposed dates so the management can check the public and employers liability insurance and to ensure the competence of contractors in order to maintain a safe environment on the Park and the surrounding area.

 11.6. The site owner or the management/staff cannot be held responsible for any injury and/or damage to any person or property if the removal of the park home is executed by any contractor or any other person who does

 not fulfil the above criteria listed in points 12.3-12.5.

 11.7. Pitch fees will continue until the park home and the property is removed in its entirety and the pitch is left in a safe and tidy condition.

**12.Accommodation and Equipment**

12.1. Your park home must be kept in a good state of repair.

12.2. You must regularly check that your personal property including the park home is sufficiently anchored down. The site owner/park management will not accept responsibility for damage to your park home or possessions in

 the unit or on the pitch caused by weather conditions.

12.3. You must not change the exterior colour of your park home without our written prior consent and you must keep the exterior clean.

12.4. Television aerials must be fixed to the unit only and must not exceed two feet in height above the unit.

12.5. Your park home must remain in a state capable of movement at all times. It may not be moved off the pitch, without your prior written consent from Park Management.

12.6. Wooden pallets, pieces of timber, empty gas bottles and/or other materials deemed as rubbish must be disposed of correctly and are not permitted to accumulate with the pitch.

12.7. It is strongly advised all park homes are fitted with a smoke and heat detector, carbon monoxide detector, fire extinguisher and fire blanket; these must be kept serviced, in good working order and checked regularly.

12.8. Any heating or cooking appliances used must comply with the appropriate British Standards in relation to construction, installation and ventilation.

12.9. Any fixed ventilation in your unit must not be obstructed, blocked over or replaced by closable (hit and miss) type vents.

12.10. A spare set of keys for your park home may be left securely with the site owner/park management at the main house at Heatherbank. This is for cases of emergency only when your park home has been left empty and

 access to your park home is needed. Prior consent from you will be obtained whenever possible unless the severity of the emergency dictates that immediate access is needed. No charge is made for leaving keys.

**13**.**Decking, Patios and Exterior Alterations / Improvements**

13.1. Alterations or improvements to any pitch are only permitted if the work is authorised by the Park Management and the work is carried out by a competent contractor. This includes decking, patios, disability ramps ,

 and all types of masonry work, slabs or any other type of work that will alter the appearance of your unit, its pitch or surrounding area.

13.2. Structures, are only permitted if the work is authorised by the Park Management and the proposals comply with the conditions within the Mobile Homes Act and/or the Site Licence Agreement issued by the Local Council.

**14.External Storage Units. A maximum of 2 sheds only per pitch are permitted.**

14.1. A shed or a covered storage are permitted between park homes only if the walls, floors and roof are constructed of non-combustible material and enough space is maintained around each unit as not to prejudice means

 of escape in case of fire. You must position the shed or storage unit so as to comply with the park's site licence and fire safety requirements.

14.2. Any new shed/storage unit brought onto park from December 2014 must be made of a non-combustible material. Maximum footprint of shed/storage unit permitted is 8’ x 6’ (2.44 x 1.83 metres)The shed/storage unit is

 only permitted to be situated at the rear of the park home (when approved in writing by site owner/park management). If this is not possible, it is to be located on the same side as your park home door.

 Any deviation from the maximum footprint dimensions of the shed/storage unit MUST be authorised by Park Management. No shed/storage unit shall have a window facing towards any unit on either side. Any existing

 shed/storage unit made of a combustible material or exceeding the park approved dimensions will be required to be removed off site by a date determined by site management.

14.3. You must not have any storage unit on the pitch other than the shed mentioned in rule 15.1&2 and/or any unit for the storage of domestic waste pending collection by the local authority.

**15.Barbecues**

15.1. A maximum of one BBQ per pitch is allowed. When not in use, your BBQ must be stored inside your park home or an external storage unit.

**16. Electric**

16.1. Electrical equipment in your park home or other equipment on your pitch must not overload the system.

**17. Services/Utilities**

17.1. We will provide to a pitch suitable for the park home and maintain: gas(not applicable) water, electricity and sewerage services up to the points specified below:

17.1.1 In the case of gas (if applicable), the emergency shut-off or final stage

 regulator, whichever is the closer to the park home.

17.1.2. In the case of water, the main stop valve which turns off the water supply to all units. Each unit has an independent water meter and its own stop valve.

17.1.3. In the case of electricity, the final meter point (if applicable/available), or its equivalent. Each unit has its own electricity meter which is situated in the store room of the main house at Heatherbank. On request, the site

 owner/management will provide meter readings for each unit

17.1.4.Sewerage services to the pitch will be maintained by the Park. You are not permitted to carry out any repairs/alterations yourself. Any problems must be reported to site management as soon as possible. Each and every resident is responsible for the pipe health of our sewerage system at ‘Heatherbank’. Please adhere to the 3 P’s rule: only pee, poo and paper are to be flushed down the toilet. A further list of prohibited items that MUST NOT be introduced into the sewerage system can be found on a separate page at the end of these site rules. Please keep it safe with your written statement.

 Reimbursement may be claimed by site management for repair or remedial action to any drainage problem which is caused solely by the actions of a resident.

17.2. The company will endeavour to supply all services under the agreement to the park home during the period of occupation, unless maintenance and repair of a service is required in which case we will endeavour to notify

 you of any likely disruption. No other equipment may be connected to any of the services without the prior permission of the Park management. Tampering with electrical junction boxes or fuses is strictly forbidden and will lead to the company removing the equipment from the Park.

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**18**.**Hosepipes**

We understand that there is a need for hosepipes to be used when washing your park home and the decking, steps etc. However, we have on numerous occasions discovered that some owners are using hosepipes to wash

 their cars and leaving them running for a prolonged period of time, which results in water being unnecessarily wasted. Aside from the cost

 implications, more importantly this is also an environmental issue. The Rules on hosepipes are as follows:

18.1. We strongly advise that non-return valves are used on all hosepipes.

18.2. No continuous feed water features are permitted unless the park home has an individual water meter installed by the utility company.

**19.Gas Bottles**

19.1. Gas bottles are available locally. Ask site owner/park management for more details.

19.2. Gas delivery times vary, please check with your chosen supplier for further details. Check opening times with your chosen supplier to ensure that you have enough gas to last during the times when the supplier is closed

19.3. Gas Bottles are to be kept upright and secured from falling over, with plenty of ventilation. It is vitally important once you leave your park home to ensure they are disconnected and turned off. Likewise, all appliances when not in use should be turned off.

19.4. There is a maximum limit of two 47kg gas bottles per park home. 19.5 No Bulk storage tanks are permitted.

19.6. All gas bottles must be stored in a non-combustible unit, e.g. metal box or wire cage unit (that is approved by the Park Management).

19.7. All gas installations must be checked annually by an authorised Gas Safe Registered contractor and a certificate is issued. On request, a copy of the certificate must be made available for the site management to view.

**20.Fire Safety**

20.1. It is important you ensure that all the necessary safety requirements are followed. These include precautions as follows:

20.1.1. It is strongly advised that your electrical installation is checked every 3 years by a qualified person.

20.1.2. It is strongly advised that your electrical appliances are checked (PAT tested) annually by a qualified person.

20.1.3. It is strongly advised that you avoid the use of electrical extension leads or 'multi-point' adaptors.

20.1.4. It is strongly advised that smoke/heat detectors are operating correctly and are checked regularly.

20.1.5. It is strongly advised that you have fire extinguishers/fire blankets and that they are regularly checked and conveniently positioned.

20.1.6. It is strongly advised that no combustible/ inflammable items are stored either under or near the park home. Particular care should be taken with items such as petrol containers and paint.

20.1.7. It is strongly advised that you arrange furniture/equipment so that doorways are kept clear of obstructions.

20.1.8. It is strongly advised that you provide torches for use in case of a power cut.

20.2. Make sure that anyone using the park home knows what to do in case of a fire, e.g. how to raise the alarm, where to assemble, etc.

20.3. You must not tamper with any fire safety equipment installed throughout the Park and its facilities.

20.4. Open fires are not permitted on the park. It is strongly advised that wood burning/multi fuel stoves are not installed in park homes. Park home owners and visitors must ensure that they take every precaution

 to avoid starting a fire. You must ensure that you and your visitors are acquainted with the position of firefighting equipment and public telephones on the park.

20.5. You must not keep flammable substances on the park except in quantities reasonable for domestic use.

20.6. You must not keep any explosive substances on the park.

**21.The Countryside Code**

Our Park has uneven terrain, farm animals in fields and other potential hazards. Whilst these features enhance the enjoyment of the area, careless behaviour could result in injury. Follow the Countryside Code at all times.

Further information on the Countryside Code can be found at <http://www.nationaltrust.org.uk>

**22.General**

22.1. Our Park does not accept responsibility for any loss or damage that may occur to your park home, car or associated property whilst on the Park, except where such loss or damage has arisen as a result of our negligence

 of a breach of our duty to you.

22.2.

The onus is on the park home owner to acquaint all the occupants and visitors to his/her unit with all the Rules, Regulations and Agreements made.