



## **RED RIVER COUNTRY PARK, HOCKLEY, ESSEX**

### **PARK RULES**

Preface

In these rules:

“Occupier” 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 Occupiers of a park home

“we” and “our” refers to the park owner

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 are to have retrospective effect. Accordingly:

- They are to apply only from the date on which they take effect, which is, 9<sup>th</sup> July 2019;
- 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 breach of the rules in existence before that date; and
- Notwithstanding the above these rules are to impact future considerations for existing residents

These rules should be regarded as a code of conduct for all Occupiers, they are to enable the management to comply with the requirements of the Authorities, encourage good standards, and preserve the privacy of each by the co-operation of all. Where agreements for the occupation of Homes are entered into, these rules form part of such agreement.

#### **1. HOMES PERMITTED**

Only those of propriety make are permitted, they must conform to the requirements of relevant British Standards, Legislation, Local Licensing and Planning controls. The transfer of occupation of Homes or Pitches should be carried out in accordance with the Mobile Homes Act 2013.

## **2. SITING & SERVICES**

All movement of Homes within the Park on or off a pitch and or main services shall be effected by the Park Owner or his Agent ONLY.

## **3. HOME MAINTAINANCE**

- a. Homes to be kept in a clean sound condition at all times, wheels must not be removed, exterior decor to be repainted or otherwise restored as necessary as recommended by the Park Home Manufacturer.
- b. The Occupier is responsible for the maintenance, safety and repair of all services within the home outside of the manufacturers guarantee.
- c. The Occupier is also responsible for any damage caused to Mains services running under or over the pitch and garden.
- d. Electrical installations in park homes must comply with the requirements of the Institute of Electrical Engineers and once tested and approved must not be modified without notification and further test approval.

## **4. OCCUPATION & USE OF HOME**

- a. Use for private purpose only restricted to the Occupier and members of his permanent household and short term bona-fide guests, not exceeding the number for which the Home was originally constructed where the Occupier is responsible for guests and or visitors conduct at all times.
- b. Subletting or sharing of whole or part thereof is strictly forbidden.
- c. Business use of the Home, Pitch, or Park is forbidden.
- d. No person under the age of 50 years old may purchase or reside in a Park Home unless you have written permission from the Director of Red River Country Park Limited.
- e. No occupancy of touring caravans or motorhomes is allowed.

## **5. PITCH & GARDEN**

- a. Private gardens where permitted must be kept neat and tidy.
- b. The Occupier is responsible to maintain the area around their home including weeding, sweeping and grass cutting.
- c. There is a maximum of two gas bottles per home both of which must be on hard standing
- d. The planting of trees and shrubs should be with consideration to other occupiers and must be authorised by the Park Owner.
- e. Outside groundworks around your home must have permission from the park owner with any such works to be carried out by approved tradesmen to stop unscrupulous practices and tradesmen and to ensure standards of the park are maintained.

## **6. STRUCTURES, SHEDS, PORCHES, FENCING ETC.**

When deciding style and standard of development the Park Owner has to conform to Site Licence and Planning conditions, as well as general and neighbours amenity.

- a. The erection or construction of a Porch, Greenhouse, Fencing or other structure is subject to licence and/or planning conditions.
- b. Storage sheds must be fabricated of metal or a non-flammable material.

- c. No balconies or fencing to be erected without permission from the Red River Country Park Ltd.
- d. Enclosed porches are strictly prohibited.
- e. All such structures to be kept clean, tidy and properly maintained.
- f. No addition, extension or external alteration (including porches) may be made to the Park Home as specified by the manufacturer without prior consent of the company

#### **7. MAINS WATER**

As all water supplied to the Park is metered at high cost, recoverable only through pitch fees Occupiers must ensure that tap and valve washers are replaced promptly when necessary, and any suspected burst or leaking of pipes (especially underground) to be reported at once. Fabric wipes not to be disposed of in toilets.

#### **8. WASHING LINES**

Washing lines are to be placed at rear of home where possible and to be removed when not in use. Do not bore or strike anything into the ground, spikes, forks or dog hooks etc.

#### **9. REFUSE & WASTE DISPOSAL**

- a. Occupier to use dustbins supplied by the Council for re-cycling, which must be kept to the rear of the Home except when placed for council collection. If unable to access rear of homes with bins then please place in as discreet a location as possible.
- b. The council may also collect any surplus goods e.g. "domestic appliances, furniture, motor vehicles, lawn mowers, etc. by arrangement.
- c. All garden wastes, grass cuttings etc. shall be composted and used on Occupiers pitch, or removed from the Park. Bonfires or dumping of any kind thereon is strictly forbidden.

#### **10. MOTOR VEHICLES & PARKING**

All vehicles must be fully taxed and insured as for public roads, and driven carefully and courteously within the Park, **observing any speed limit**, the one-way system, traffic signs and all drivers licensed and insured in accordance with the law. No car repairs are permitted on the park. Vehicles must be parked only where the company directs and must not cause any obstruction and must not be left or parked on any road or grassland. Strictly no drink driving nor learner drivers. At the park owner's discretion, the company may refuse a vehicle to enter the park without giving a reason. Commercial Vehicles are only permitted to enter the park with written permission.

#### **11. INSURANCE**

The Occupier must be insured and indemnify the Park Owner against all third party risks, proof of which to be given to the Park Owners annually on renewal or when ever reasonably required. (PLEASE note) The Park Owner accepts no responsibility for any loss or damage of the Occupiers property. Therefore it is advisable for the Occupier to insure his home against loss or damage at the full new replacement value, making due allowance against inflation.

**12. NOISE**

Noise from musical instruments, radios, record players, TV's, motor vehicles, lawn mowers and other appliances or persons, must not be permitted to cause a nuisance to others at any time, especially between the hours of 10.30pm and 8.00am.

**13. CHILDREN**

The Occupier is responsible for the care and conduct of children in his/her custody and of visitor's children, playing in or fire points or other buildings, climbing of trees and riding bicycles other than on the roads is not permitted.

**14. PETS**

No pet's policy due to planning restrictions.

**15. PITCH NUMBER & LETTER BOX**

The Occupier shall provide a letter box and a clearly displayed pitch number which must be included in the postal address.

**16. ACCESS & INTERFERENCE**

Access to vacant pitches, interference with services, plant or materials anywhere on the Park is not permitted.

**17. WEAPONS**

It is forbidden to use or carry any loaded or uncovered weapons or other objects likely to give offence or to interfere with or disturb any flora or fauna on the Park. Violence, vandalism, drunken behaviour and foul language will not be tolerated in any form.

**18. FIRE PRECAUTIONS**

- a. A FIRE EXTINGUISHER as approved by the Park Owner or fire authority, is advisable to be installed by every Occupier, fire blanket for use in kitchens and a water extinguisher for general use are recommended by Kent Fire Authority.
- b. FIRE EQUIPMENT points throughout the Park are for emergency use only and must not be interfered with, by children especially.
- c. GAS CYLINDERS should be kept outside the Home under well ventilated conditions.
- d. ALARMS, a working and in test smoke and carbon monoxide alarm are of paramount importance and are required by law
- e. OPEN EXTERNAL FIRES & BONFIRES are forbidden. Manufactured barbecues using correct fuel may be used with consideration and care, at Occupiers own risk.
- f. STORAGE OF PETROL should be avoided, if essential limited to one gallon in a purpose made container for the product, and not to be stored within or under the Home.
- g. Owners using bottled oxygen are responsible for making the fire authorities and park management aware.

**19. OTHER**

No boats, trailers, motor homes or towable objects are to be sited or left on the park.

