

Chief Environmental
Health Office
- 5 JAN 2015
South Cambridgeshire
District Council

Mr W. Gaskin
Talavera
56A Turnpike Road
Red Lodge
Bury St Edmunds
Suffolk
IP28 8JZ

2/1/15
(By Hand)

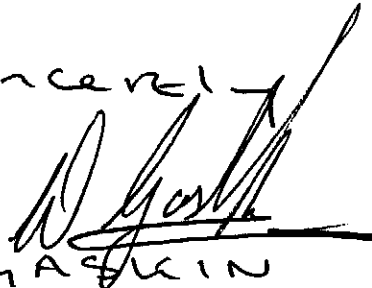
South Cambridgeshire
District Council
(Atn Russell Watkins
Environmental Officer)

Dear Mr Watkins

Re Deposit of Site Rules for
CONSTELLATION PARK, THE DRIFT,
ELSWORTH, CAMBS CB23 4JP

following our telephone conversation
I enclose a copy of the Site Rules for
Constellation Park, The Drift, Elsworth,
Cambs CB23 4JP and I hereby deposit
them with yourselves.

Yours Sincerely



W. GASKIN

(Constellation Park Owner)

Constellation park

Site and park rules

Following rules apply to all owner / occupiers at CONSTELLATION PARK, THE DRIFT, ELSWORTH CB234JP. And are to ensure that acceptable standards are maintained on the park, which will be of general benefit to all occupiers/ owners, and to promote and maintain community cohesion on the park. The rules take effect as express terms of the pitch agreement relating to the occupation of the mobile homes on the park.

The park is for occupiers aged 45 and over only. No pets or livestock allowed with the exception of one pet dog, (no illegal or dangerous breed of dogs permitted without exception) or one pet cat per home. They must not be allowed to cause a nuisance to other residents or to despoil the park. They must not be allowed to foul on any part of the park. (If this occurs it must be cleaned and left tidy immediately). dogs must be kept under control and kept on a lead at all times, when not on their own plot. All vehicles must be driven carefully on the park not exceeding the speed limit of 8 mph. vehicles must be taxed and insured as required by current legislation, and drivers must hold a current driving licence and insurance. All disused vehicles must be removed from the park, if not removed within 28 days notice, the park owner may remove such vehicles and the cost of such removal be payable by the occupier. No commercial vehicles to be parked on the park. All vehicles must be parked within the boundary of the plot or within the allocated parking spaces on the park; the roads must not be obstructed at any time. No subletting allowed. The mobile home may be used by the occupier and members of his/her permanent household and bona fide guests only (and in any event for the occupation of such number of persons as shall not exceed the specified number of berths) an occupier may have bona fide guests to stay for short periods of time, whether or not the occupier is present at the time, but such short periods of time shall not exceed 21 days in any 12 month period. The occupier is not allowed to have children to live with them. Children can visit the park as bona fide guests only and must be kept on the plot and must not interfere with or disturb other tenants and their property. The park owner shall be entitled to terminate the agreement forthwith if on the application of the park owner, the court is satisfied that the occupier is not occupying the mobile home as his/ her only or main residence. Only mobile homes of proprietary manufacture which conform to the definitions contained in the caravan sites and control of development act 1960, the caravan sites act 1968 and the mobile homes act 1983 are accepted. Mobile homes must be kept in a sound and clean condition; they must be redecorated externally in accordance within the manufacturer's instructions using appropriate pastel shades when necessary and at least once every five years for the benefit of all the occupiers on the park. Wheels must not be removed nor is the mobile home repositioned without the park owners prior written consent no external alteration of or addition to the mobile homes or plots permitted without prior written consent of the park owners. The occupier must maintain the plot including all fences and structures belonging to, or enjoyed with, it and the mobile home. If they are not adequately maintained the park owner may serve 28 days notice on the occupier to do the necessary work and if it is not done within 28 days the park owner may enter and do the necessary work and the cost shall be payable by the occupier. No storage sheds, fuel structures should be erected without the prior written consent of the park owner and where permitted they must be of a design and size approved by the park owner. Storage sheds where permitted must be of a non combustible nature. Occupiers must keep their plot tidy. Grass should be cut short. Storing loose gear under the mobile homes is strictly prohibited. The planting of trees and shrubs is subject to the park owners' prior written consent and approval of types and position. No interference should be caused to adjoining plots or roads or pathways, avoiding overhanging branches and shrubs. No large trees or large scrubs will be allowed, to prevent any roots causing damage to the base of the mobile home, services, roadways, footpaths, etc. fence panels should only be painted in a color that conforms with the original color scheme or general make up across the park. The park owner shall be entitled to terminate the agreement at the end of a relevant period, if on the application of the park owner, the court is satisfied that, having regard to its age and condition, the mobile home:-

(a) Is having a detrimental effect on the amenity of the site: or

(B) is likely to have such an effect before the end of the next relevant period.

"Relevant period" above means the period of 5 years beginning with the commencement of the agreement and each succeeding period of 5 years. No solid matter can be discharged into the any drains or mains sewer system. All solid refuse and fire ashes must be placed in dustbins which must not be overfilled. No washing lines to be fastened onto sheds or electric posts. Washing lines should be reasonably screened from view. Any repairs necessary to the water, drainage supply or electric supply within the plot boundaries and above are the responsibility of the person on whose plot it occurs.

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The owner may enter the pitch without prior notice between the hours of 9 am and 6 pm: - and/to

- (a) To deliver written communications, including post and notices, to the occupier: - and
- (b) To read any meter for services supplied by the site owner.

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. The occupier is responsible for ensuring that both electrical and gas installations and all appliances comply at all times with the requirements of the institute of electrical engineers, gas safe and/ or other appropriate authorities. Occupiers must insure their mobile home and personal property against all risks as the park owner cannot accept responsibility for any loss, damage or injury however caused to persons or their property. Everyone using the park is required to adhere within the regulations of the site licence, water authority or any other statutory authority. Any tradesperson working on the park is required to hold their own liability insurance. The occupier must not permit any waste water to be discharged onto the ground. The use of hoses is forbidden except in the event of any fires. Access is not permitted to vacant pitches. Building materials or other plant must be left undisturbed. No commercial enterprise or business activity may take place on the park. Musical instruments, radios, cdplayers, and other appliances and motor vehicles must not be used to cause nuisance to others especially between the hours of midnight and 8 am. It is forbidden to carry offensive weapons or other objects likely to cause offense or harm to others on the park or to interfere with or disturb any flora or fauna on the park. All pitch fees are payable calendar monthly in advance and must be paid as and when due. Interest will be charged at the rate of 20% per annum on any pitch fee or commission arrears of more than 14 days calculated from the due date until the date upon which it is actually paid up in full. The pitch fee will be reviewed on the first day of April in each year. When determining the amount of the new pitch fee particular regard shall be had to:-

- (a) The percentage increase in the retail prices index since the last review date.
- (b) Any sums expended by the owner since the last review date on improvements which are for the benefit of the occupiers.
- (c) The effect of any enactment or legislation which has come into effect since the last review date.
- (d) Any increase since the last review date in the charges for services included in the pitch fee.

There is a procedure to be followed in the event of the selling of a mobile home:-

(1) Once the occupier has found a buyer the occupier should fill in a buyers information form giving the buyer important information about the park, its rules and their agreement with the park owner.

(2) The occupier and the proposed buyer must fill in the notice of proposed sale form and give it to the park owner. The proposed buyer needs to confirm on the form that they comply with park rules. If the park owner has evidence that the proposed buyer does not meet the park rules they have 21 days to apply to tribunal for a refusal order and to tell the occupier they have done so. If they don't you can go ahead with the sale. If there is a tribunal it may ask for more information from the occupier and the proposed buyer. If the tribunal grants the refusal order the sale cannot proceed with this buyer and the occupier must find another buyer. If the tribunal decides in the occupiers favor, the sales can then proceed.

(3) The occupier can complete the sale if the park owner does not tell them that he objects within 21 days or if a tribunal decides in the occupiers favor. The assignment form must be filled in which transfers the pitch agreement to the buyer. The buyer pays the occupier 90% of the sale price.

(4) The buyer takes over the agreement and owns the home. The buyer has 7 days to tell the park owner, using the notice of assignment form, and showing evidence of payment. The park owner gives their bank details to the buyer, who has 7 days to pay 10 % of the sale price as commission.

Constellation park

Site and park rules

(5) The onus is on the buyer to ensure that the occupier has paid all rent up to date to the park owner at the time of the sale. Any rent or monies owed to the park owner at the time of sale become the responsibility of the buyer to pay and must be paid by the buyer to the park owner in full at the time of the payment of the commission (see step4). The procedure is similar if an occupier gifts his /hers mobile home to a member of immediate family.

Except: -The occupier has to provide the member of his/her immediate family with all the financial information and park rules as at (step1). But does not need to fill in the buyers information form.

- use the notice of proposed gift form as at (step 2).

- The payments referred to in (steps 3 and 4) are not made.

-any rent or outstanding monies owed by the occupier to the park owner must be paid in full before the gift is completed as at (step3). It is the responsibility of the member of the occupiers immediate family to whom the home is being gifted to ensure all rent or outstanding monies are paid in full to the park owner or it his responsibility to pay them immediately. The gifted undertakes to pay all future rents and payments in full.

. No ponds, waterfeatures, pools or tubs whether hot or not are allowed without prior written consent of the park owner and where allowed must be recycling in nature and of a design and position approved by the park owner. An extra charge may be made for the use of such items.

Everyone entering the park must comply with the park rules.

**CONSTELLATION PARK, THE DRIFT,
ELSWORTH CB234JP.**