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Taskers (Blackpool) Ltd

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17th December 14

Mr M. Duck
Environmental Health Dept.
Fylde Borough Council
The Town Hall
St Annes Road West
Lytham St Annes
FY8 1 LW



Dear Mr Duck

Re: Lynwood Park Warton Preston PR4 1XJ - Deposit of Site Rules

Following the completion of a Site Rules consultation, we enclose the Site Rules which are being implemented

Yours sincerely

A handwritten signature in blue ink that reads "David Johnson".

David Johnson
Company Secretary
Taskers (Blackpool) Ltd

LYNWOOD PARK - Park Rules - 2015

(Copy of the Park Rules registered with Fylde Borough Council)

INTRODUCTION

The following rules are in place for the good management of the park and the benefit of all who use it. The rules form part of the Agreement by which you occupy your pitch in accordance with the Mobile Homes Act 1983 (as amended)

The rules are designed to ensure that all Mobile Home owners and residents may live peacefully in unspoilt surroundings and have not been compiled to place unnecessary restrictions on residents. We are sure that provided the rules are accepted in the right spirit our park will continue to be a happy community.

Expressions:

'you'/'your' means the mobile home owner and or occupier

'we'/'us'/'our'/refers to the park owner and/or the manager

'the park' means Lynwood Park

'the agreement' means the contract between you and us for the siting of your mobile home.

'Mobile home' means the caravan belonging to you and sited on the park.

None of these rules is to have a retrospective effect. Accordingly they are to apply only from the date on which they take effect which is the 3rd February 2015.

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.

COMPLYING WITH THE PARK'S SITE LICENCE

Mobile Home owners must not do, or allow to be done, anything to the mobile home or the pitch which might breach any of the conditions of the park owner's Site Licence and Planning Permission. A copy of the current Site Licence is available from Taskers (Blackpool) Ltd on request.

THE PARK HOME

Only mobile homes of proprietary manufacture, that is to say not home-made and which conforms to the current British Standards and the statutory definition of a Mobile Home (Caravan) contained in the relevant legislation are permitted on the park.

CONDITION OF THE MOBILE HOME

Mobile Homes must be kept in a sound state of repair and the outside of the Mobile Home maintained in a clean and tidy condition.

Where the exterior is repainted or recovered the Mobile Home must remain in character with the park and the owner must use reasonable endeavours not to depart from the original exterior colour-scheme.

The Mobile Homes internal structure must not be compromised and its condition maintained at all times so that the Mobile Home can be moved from one pitch on the park to another.

Building works, external alteration of, or addition to the Mobile Home, except any repairs or maintenance, is not permitted without the prior written permission of the park owner, which will not be unreasonable withheld or delayed.

The erection of external aerials or satellite dishes is not permitted without the prior written permission of the park owner, which will not be unreasonably withheld or delayed.

If external contractors are to be employed to carry out any work to the Mobile Home, you should ensure that they are competent to do the work proposed by you in order to maintain a safe environment on the park.

CONDITION OF THE PITCH

Mobile Home owners must maintain their pitch, including any outbuildings, belonging to or enjoyed with the pitch, in a clean and tidy condition.

For reasons of ventilation and safety Mobile Home owners must keep the underneath of the Mobile Home clear and not use it as a storage space.

Access to utility connections (gas, electric, water and sewerage) underneath the Mobile Home must be provided and maintained.

The description of the pitch includes the garden area surrounding the Mobile Home as set out by the requirements of the Site Licence and includes the land upon which the Mobile Home is sited. If requested, the park owner will provide written information confirming the size and location of the pitch and the base, upon payment of £30.00

Private gardens, where permitted, must be kept neat and tidy.

The erection of fences or other means of enclosure must comply with the park's Site Licence conditions, Fire Safety requirements and the prior written approval of the park owner which will not be unreasonably withheld or delayed.

Mobile Home owners must not, without the prior written consent of the park owner, which will not be unreasonably withheld or delayed, carry out the following: -

Building works to the Mobile Home or the pitch except to the extent necessary to carry out any repairs or maintenance

Paving or hard landscaping including the formation of a pond;

Planting, felling, lopping, topping or pruning of any trees: or

The erection of any pole, mast, wire, dish or communications receiving equipment.

External fires, including incinerators, barbecues permanent or temporary are not allowed.

Mobile Home owners must keep any footpaths on the pitch in a good and safe state of repair and condition

No Inflammable or explosive substance may be kept on the park or on the Mobile Home owner's pitch except in quantities reasonable for domestic use.

No scrap materials of any description may be stored on the park or on a Mobile Home owners pitch.

SHEDS, PORCHES, ETC

Porches are not allowed unless the conditions of the parks Site Licence, Fire Safety Regulations/Requirements are met in full and with the prior written consent of the park owner which will not be unreasonably withheld or delayed.

Only one storage shed is permitted on the pitch. The design, standard and size of the shed must be approved by the park owner (approval will not be withheld or delayed unreasonably) The shed must be of a non-combustible construction and positioned so as to comply with the parks Site Licence and Fire Safety Regulations/Requirements. The maximum floor size is 8ft x 6ft

The design, standard and size of any storage container other than that of a shed, must be approved by the park owner which will not be unreasonably withheld or delayed. The storage container must be of a non-combustible construction and positioned so as to comply with the Site Licence and Fire Safety Regulations/Requirements.

REFUSE

The Mobile Home owner is responsible for the disposal of all household, recyclable and garden waste in approved containers through the Local Authority service. Containers must not be over-filled and must be placed near approved positions for the Local Authority's regular collection

The deposit of any waste or rubbish, other than in local authority approved containers, on any part of the park including any individual pitch is strictly prohibited

Public spaces and paths should not be littered in any way.

BUSINESS ACTIVITIES

The Mobile Home, the Pitch or any part of the park cannot be used for business purposes.

The Mobile Home the Pitch or any part of the park cannot be used for the storage of stock, plant, machinery or equipment used or last used for any business purpose.

Mobile Home owners 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 other staff, other workers, customers or members of the public calling at the Mobile Home or the Park.

LIABILITY AND INSURANCE

The park owner, their employees and agents shall not be liable in any way for actions resulting in death or injury unless arising from their own negligence or other breach of duty.

The park owner, their employees and agents are not liable for the loss or theft of, damage or loss or theft from any Mobile Home or vehicle on the site.

In respect of any loss, damage or liability arising out of negligence of the Mobile Home owner, members of his/her household, guests or visitors, will not be the responsibility of the park owner and furthermore, the Mobile Home owner shall indemnify the park owner against any losses thus incurred.

If the Mobile Home owner is in breach of their Agreement and as a result the park owner incurs costs, the Mobile Home owner must pay all reasonable costs resulting from claims, charges and expenses reasonably incurred in relation to the breach of the Agreement.

Mobile Home owners must insure and keep the Mobile Home insured with an organisation that is registered with the Financial Services Authority against loss or damage by fire and liabilities to other people and property. The type of loss which is covered should include theft, fire, storm and tempest, etc.

Mobile Home owners are required to produce to the park owner on the annual date of renewal a copy of the insurance policy/ certificate for the following year.

NUISANCE

Mobile Home owners must not do, or allow to be done, anything on the park which may:-

Be or become a nuisance or abusive to or cause annoyance, inconvenience or disturbance to, the park owner or anyone else who lives on or uses the park.

Cause damage to any property belonging to the park owner or anyone else or to any adjoining or neighbouring property.

Must not use or permit the Mobile Home to be used for illegal, immoral purposes or a criminal offence.

The Mobile Home owner will be held responsible at all times for the conduct of their grandchildren and visiting children who must not be permitted to play on the roads, green areas of the park, around any public building, on the car parks or the area of the entrance to the park.

It is the responsibility of the Mobile Owner that any Visitors/Guests comply fully with the conditions of the Mobiles Home Act 1983 (as amended) the Site Licence, and the Rules of the Park.

NOISE NUISANCE

Musical Instruments, all forms of recorded music players, radios and other similar appliances, model airplanes, helicopters, motor(racing) cars, drones and motor vehicles must not be used to cause a nuisance to other residents especially between the hours of 10.30pm and 8.00am

PETS

Under no circumstances are dogs and cats allowed as pets nor may they be kennelled overnight anywhere on the park.

A Mobile owner must not keep any pet or animal at the Mobile Home or on the Pitch except those which are housed in a cage, aquarium or similar and remain at all times within your home.

Nothing in the rules of the park prevents a Mobile Home owner from keeping an assistance dog if this is required to support a disability and Assistance Dogs UK or any successor body has issued the Mobile Owner with an Identification Book or other appropriate evidence.

Note

The express terms of a Mobile Home owner's agreement contains an undertaking on the part of the Mobile Home owner not to allow anything which is or becomes a nuisance, inconvenience or disturbance to other occupiers on the park and this undertaking extends to the behaviour of pets and animals.

WATER, ELECTRICITY AND GAS

The Mobile Home owner must not permit waste water to be discharged on to the ground

Fire point hoses may only be used in the case of an emergency or by authorised personnel

External water pipes must be protected from potential frost damage.

The Mobile Home owner is responsible for the sewage connection from ground level upwards, for electrical connections and gas connections from the meter housing.

Mobile Home owners are responsible for ensuring that electrical, solid fuel, oil and gas installations fitted to the Mobile Home, comply at all times with the requirements of the relevant legislation.

Mobile Home owners are required to ensure the safety of all gas and electrical installations fitted to the Mobile Home, including the safe installation and operation of any gas bottles connected to the home or portable domestic heaters. It is required that all work on gas, electricity and water systems be carried out by suitable qualified/competent persons.

OCCUPANTS OF THE PARK

The Park is intended for retired and semi-retired residents over the age of 55. No person under the age of 55 years may permanently reside in a Mobile Home

The Mobile Home owner must not permit a greater number of persons to live in or occupy the Mobile Home than the maximum number specified in the Written Statement.

There must be no subletting or parting with possession of the whole or part of the Mobile Home or Pitch

The Mobile Home must not be hired and accommodation must not be rented to lodgers or paying guests.

Bona fide guests are permitted to stay for a maximum of four weeks, unless prior permission of the park owner is obtained.

VACANT PITCHES

Access is not permitted to vacant pitches. Building materials, equipment and/or plant must be left undisturbed.

VEHICLES AND PARKING

All vehicles must be driven carefully on the park and not exceed the displayed speed limit of 5mph.

No more than one car is permitted to each Mobile Home and must not be parked anywhere except in the recognised/permitted car park space allocated to each home.

Each Mobile Home allocated a recognised/permitted car park space (used solely for car parking) is solely for the use of the Mobile Home owner and cannot be used or allocated to another Mobile Home owner or person.

Parking is not permitted on roads or grass verges

For the purpose of loading and unloading a vehicle outside a Mobile Home the vehicle must not be left unattended. The vehicle, once the unloading/loading has been completed, must be removed to a recognised/permitted parking space immediately.

Other than for delivering goods and services Mobile Home owners must not park or allow parking of commercial vehicles of any sort on the park including:-

Light commercial or light goods vehicles as described in the vehicle taxation legislation.

Vehicles intended for domestic use but derived from or adapted from such a commercial vehicle.

Mobile Home owners must not park or allow parking of Motorhomes, Touring Caravans, and Trailers on their pitch or on the Park.

All vehicles must be taxed and insured as required by law (RoadTraffic Acts) and be in a road worthy condition.

All drivers of vehicles on the park must wear a seat belt and hold a current driving licence for the category of vehicle driven on the park.

Disused/unroadworthy vehicles must be removed from the park and the park owner reserves the right to remove any vehicle, which is apparently abandoned, without the consent of the vehicle owner.

Mobile Home owners must not carry out or allow to be carried out the following works or car repairs on their pitch or on the park: -

Major vehicle repairs involving dismantling of part(s) of the engine and spray painting.

Works which involve the removal of oil or other fuels

Mobile Home owners must ensure that all visitors who bring a car onto the park use solely the recognised/permitted parking spaces allocated for Visitors.

FIRE PRECAUTIONS

All Mobile Homes must be equipped with a fire extinguisher, which conforms to the requirements of the Fire Regulations

The Mobile Home's chimney flue and cowl must be kept in good repair. Sparks or objectionable smoke should not be discharged.

It is recommended that a fire extinguisher of the dry powder type not less than 1kg capacity should be stored in each park home. **Please Note: - other types of fire extinguishers can be dangerous in confined spaces.**

THE REMOVAL OF A MOBILE HOME FROM THE PARK

Within 28 days of the Agreement coming to an end (however this may occur) the Mobile Home owner must arrange for the disconnection and removal of the Mobile Home from the pitch and the park and leave the pitch clean, tidy and any bushes, trees or shrubs undamaged. The Mobile Home must be removed by a competent, experienced contractor.

WEAPONS

Mobile Home owners must not use or display guns, firearms and offensive weapons (including crossbows) on the park. Secured storage is permitted on the pitch or in the Mobile Home if the appropriate licence is held and its conditions are met in full. The park owner must be informed in writing and receive a copy of the appropriate licence.

MISCELLANEOUS

It is forbidden to interfere with or disturb any flora on the park

Payment of the pitch fees and any other sums due under the Agreement, including water, electricity and the service to the pitch fee charges are to be made by direct debit

Formal complaints must be made in writing and addressed to the offices of Taskers (Blackpool) Ltd Suite G10, Unit 15 Olympic Court, Boardmans Way, Whitehills Business Park, Blackpool, FY4 5GU