

RED DRAGON CARAVAN PARKS

RESIDENTIAL PARK RULES

Wales 2016

Preface

In these rules:

- “Occupier” means anyone who occupies a park home, whether under an Agreement to which the Mobile Homes (Wales) Act 2013 applies or under a tenancy or any other agreement.
- “you” and “your” refers to the homeowner and any other occupier 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 (Wales) Act 2013.

None of these rules is to have retrospective effect. Accordingly:

- They are only to apply from the date on which they take effect, which is 30th December 2022; and
- 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.

These rules also apply (for so long as they live on the park) to the park owner and any employees, except for the following rules 13, 15 and 24.

The Park Owner does not accept any liability whatsoever for loss or damage to any property of the Homeowner, including the park home, their family or any visitor to the park.

Condition of the Pitch

1. Mobile homes must be kept in a sound clean condition. Wheels must not be removed, nor the home be re-positioned.
2. You must maintain your home in a sound state of repair and condition (including being always capable of movement from one place to another without undue risk of damage). The home should always comply with the statutory definition of a caravan/mobile home.
3. All residents will comply with the conditions of the Site License.

4. Occupiers are responsible for ensuring that both electrical and gas installations and appliances in their home always comply with requirements of the institute of electrical engineers and/or appropriate authorities.
5. The occupiers shall not carry out internal alterations that would take the home outside the requirements of the 1983 Mobile Homes Act, the 1968 Caravans Act and the 1960 Caravan Sites and Control of Development Act.
6. The occupier is responsible for the tidiness of the plot. Also, the resident is responsible for all amenities within the plot, all trees, electrical services, drainage and gas etc.
7. Washing lines and rotary dryers are to be reasonably screened from public view.
8. The occupier must not permit wastewater to be discharged onto the ground.
9. Rags, paper, personal hygiene products or nappies must not be disposed of via the sewerage system.
10. For reasons of ventilation and safety you must keep the underneath of your home clear and not use it as a storage space.
11. You must not erect fences or other means of enclosure unless you have obtained our approval (which will not be unreasonably withheld or delayed). You must position the fences and any other means of enclosure to comply with the park's site licence conditions and fire safety requirements and to a maximum of 1m in height. Park boundary hedges and or fences must not be interfered with and no unauthorised entrances to the park are permitted.
12. Trees and Shrubs and other planting must not be permitted to grow to a size or shape to interfere with a neighbour's pitch.
13. You must not have external fires, including use of incinerators.
14. You must not keep inflammable substances on the park except in quantities reasonable for domestic use.
15. You must not keep explosive substances on the park.
16. The tenancy of each plot is granted expressly to the owner of the home, tenancies are not transferable except by the terms of The Mobile Homes (Selling and Gifting) (England) Regulations 2013, the homeowner shall not sublet. The park home may be used by the occupier and members of his/her family and bona fide guests only, but overnight shall not exceed the number of specified berths. Residents are not allowed to sub-let their park home.
17. All bases must be insured by each individual resident.

Storage

18. You must not have more than one storage shed on the pitch. Where you source the shed yourself the design, standard and size of the shed must be approved by us in writing (approval will not be withheld unreasonably). You must position the shed to comply with the park's site licence and fire safety requirements. The footprint of the shed shall not exceed 48 square feet or 4.47 square metres.

19. You must not have any storage receptacles on the pitch other than the shed referred to in rule 7 and any receptacles for the storage of domestic waste pending collection by the local authority.
20. You must ensure that any structure erected in the separation space between park homes is of a non-combustible construction and positioned to comply with the park's site licence conditions and fire safety requirements. The separation space is the space between your park home and any neighbouring home.

Refuse

21. You are responsible for the disposal of all household, recyclable and garden waste in approved containers through the local authority service. You must not overfill containers and must place them in the approved position for the local authority collections.
22. You must not deposit any waste or rubbish other than in local authority approved containers on any part of the park (including any individual pitch).

Business Activities

23. 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 storage of stock, plant, machinery or equipment used or last used for any business 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 other staff, other workers, customers or members of the public calling at the park home or the park.

Age of Occupants

24. No person under the age of 55 years may reside in a park home, except for the park owner and their family or the park owner's employees.
25. No home shall be sold to any person under the age of 55. The site rules restrict the occupation of park homes to adults only (55 years); therefore, a park home cannot be given away on assignment to a family member who have dependent children under the age of 55 years.

Noise Nuisance

26. You must not use musical instruments, all forms of recorded music players, radios and other similar appliances and motor vehicles to cause a nuisance to other occupiers, especially between the hours of 10.30pm and 8.00am.
27. Playing of outdoor games on the park is prohibited.

Pets

28. You must not keep any pet or animal at the park home or on the pitch except for one of the following:

- Not more than 1 small breed dog (other than any of the breeds subject to the Dangerous Dogs Act 1991 which are not permitted). You must keep any dog under proper control, and you must not permit it to frighten other users of the park. You must keep any dog on a leash and must not allow it to despoil the park.

Or

- Not more than 1 domestic cat.

Note

The express terms of a homeowner's Agreement contain an undertaking on the part of the homeowner not to allow anything which is or becomes a nuisance, inconvenience or disturbance to other occupiers at the park and this undertaking extends to the behaviour of pets and animals. A similar requirement not to cause a nuisance applies to tenants and again this includes the behaviour of pets and animals.

Rule 28 does not apply to pets owned by the park owner, park manager and their family.

29. Nothing in rule 28 of these Park Rules prevents you from keeping an assistance dog if this is required to support your disability and Assistance Dogs UK or any successor body has issued you with an Identification Book or other appropriate evidence.

Water

30. You must only use fire equipment in case of fire.

31. You must protect all external water pipes from the base upwards from potential frost damage.

Services

32. You are responsible for maintaining visible pipework and cables within your pitch along with all cables and pipework for water and sewerage beneath your home from the point where it leaves the concrete base, at all times.

33. You must not discharge and materials which may result in the park's drains or sewers becoming blocked. Any costs incurred by us unblocking drains or sewers as a result will be charged to the occupier(s) involved.

Vacant Pitches

34. You must not access vacant pitches and must not disturb building materials and plant.

Vehicles and Parking

35. You must drive all vehicles on the park carefully and within the displayed speed limit.
36. Parking is only permitted for one vehicle per park home.
37. Roads must be always kept clear for access by emergency vehicles.
38. You must not park on the roads or grass verges.
39. You must not park anywhere except in the permitted parking spaces.
40. Other than for the delivering goods and services, you must not park or allow the parking of commercial vehicles of any sort including:
 - Light commercial or light goods vehicles as described in the vehicle taxation legislation and.
 - Vehicles intended for domestic use but derived from or adapted from such a commercial vehicle.

Except for commercial vehicles operated by the park owner, their family and the park owner's employees.

41. You must not park Boats, Camper Vans, Motorhomes, Touring Caravans or Trailers of any sort on the park.
42. You must hold a current driving licence and be insured to drive any vehicle which is your responsibility on the park. You must also ensure that any vehicle you drive on the park is taxed in accordance with the requirements of law and is in a roadworthy condition.
43. Disused or un-roadworthy vehicles must not be kept anywhere on the park. We reserve the right to remove any vehicle which is apparently abandoned.
44. You must not carry out the following works or repairs on the park:
 - i) Major vehicle repairs involving dismantling of part(s) of the engine
 - ii) Works which involve the removal of lubricants or fuel.

Weapons

45. No firearms or offensive weapons (including crossbows) are allowed on the park or to be kept on the plot or in the park home.

Rule 45 does not apply to firearms owned by the park owner, park manager and their family. Which may be kept on their property if they hold the appropriate licence, and they are securely stored in accordance with that licence.

External Decoration

46. Homeowners must maintain the outside of their park home in a clean and tidy condition. Where the exterior is repainted or recovered homeowners must use reasonable endeavours not to depart from the original exterior

Tradesmen

47. You must ensure all workers, tradespeople employed to carry out works on your home and /or garden are suitably qualified for such work and hold a current insurance policy.

General

48. Gazebos are permitted for temporary use during May to September, but may not be permanent
49. Before digging holes or driving posts into the ground, please check with the Park Manager the route of any underground cables
50. Flags, bunting and banners may only be erected temporarily to celebrate British royal occasions e.g., St Georges Day, St David's day but not for any Rugby or football tournaments.
51. You may only erect notices or advertisements in connection with the resale of your home
52. Park homeowners are not allowed to sublet their pitch, home, parking space or any part thereof or take lodgers or paying guests. The park owners may from time to time rent homes. Where this occurs, the tenant shall abide by these rules
53. Upon sale there is a 10% commission payable on residential homes which is payable to the park owner.
54. The occupier must insure their home, particularly in respect of public liability which is normally covered by their household insurance. The park owners do not accept any responsibility for loss, theft or damage to or from any park home or shed.
55. No CCTV camera to be installed recording the outside of the occupier's plot or the neighbours unless with the written consent of the park owners.
56. The storing of logs or solid fuels is not allowed to breach any fire safety requirements.
57. You must comply with any enactments, orders, regulations and bye laws which relate to the park, pitch or mobile home (e.g., issued by the local authority, county council, environment agency or parliament.)
58. Payments of the pitch fee are strictly in advance, payable 1st of each month. Arrears of any monies due to the park owner by the occupier is not permitted, monies that have not been paid shall have an interest surcharge at the rate of 3%.

Safety

- 59. You are responsible for the conduct of the occupiers of your park home and for the conduct of your visitors.
- 60. No person is allowed within the curtilage of the riverbanks or to fish within the river without the permission of the site owner or Park Manager.
- 61. Fireworks and Chinese lanterns are not permitted on the park for safety reasons
- 62. No motorised electric scooters or skateboards are permitted unless a prescribed mobility device.
- 63. It is recommended each home is equipped with a means of tackling a fire, such as a fire extinguisher, fire blanket or similar. It is forbidden to interfere with fire points and extinguishers which is for use only in the event of a fire.
- 64. LPG storage supplied from cylinders, LPGA Code of Practice 7: "Storage of full and empty LPG cylinders and cartridges" must be adhered to. To facilitate this, it is recommended a maximum of 4 x 47kg cylinders of butane are allowed and must be kept in accordance with the current gas storage and safety regulations.
- 65. To ensure the uninterrupted passage of emergency vehicles i.e., Fire brigade, ambulances and doctors, the roads of the park must at all times be kept clear. Therefore, no vehicle should be guilty of obstructing any emergency callout. Parking on the road for unloading is acceptable if the vehicle is only there during the unloading period and not left unaccompanied and once unloading completed is moved to an appropriate parking area.

This document contains rules numbered 1 to 65.

I/We agree to abide by the terms and conditions of the above park home site rules

Occupier/s: signed Date:

Print name:

Address:

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