

SOUTHWARK COUNCIL TRAVELLER RESIDENTIAL SITE

Mobile Homes Act Pitch Agreement

Between-

SOUTHWARK COUNCIL (the owner)

and

..... **(the occupier(s))**

dated this _____ day of _____ 20__

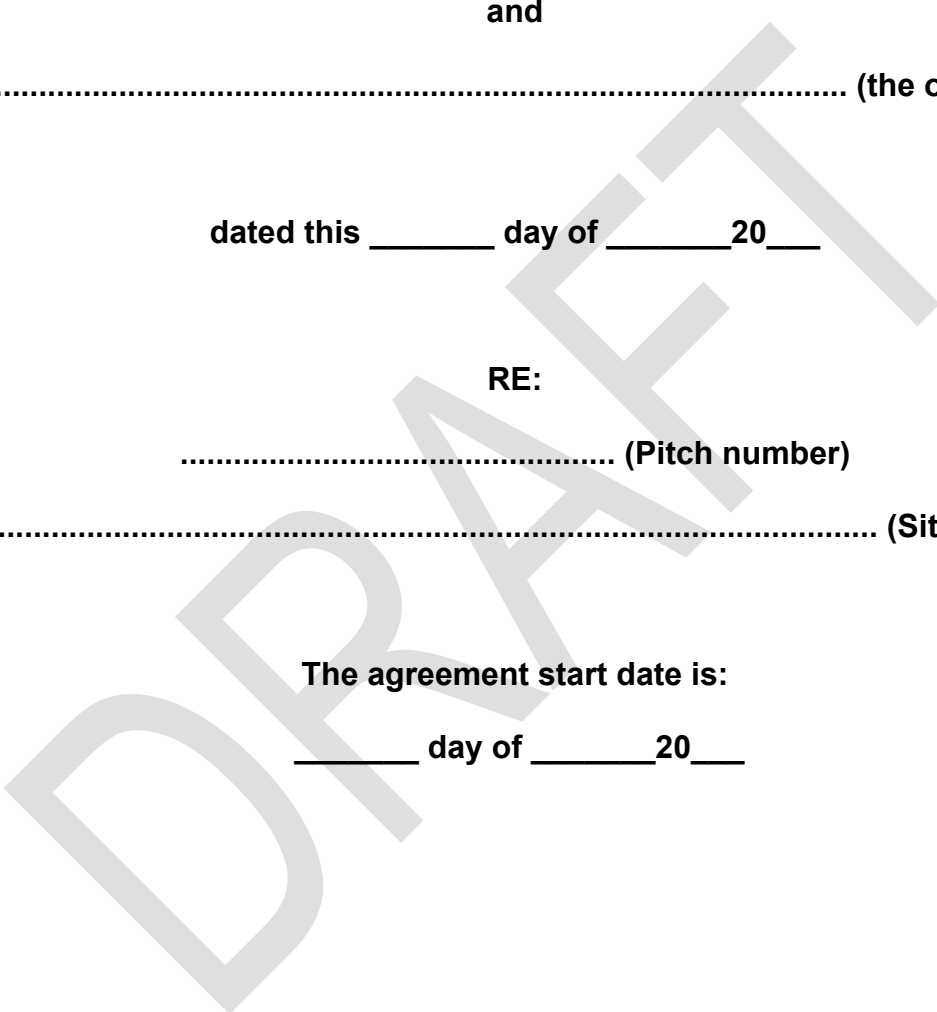
RE:

..... **(Pitch number)**

..... **(Site Address)**

The agreement start date is:

_____ day of _____ 20__



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WRITTEN STATEMENT UNDER MOBILE HOMES ACT 1983 REQUIRED TO BE GIVEN TO A PROPOSED OCCUPIER OF A PITCH

IMPORTANT – PLEASE READ THIS STATEMENT CAREFULLY AND KEEP IT IN A SAFE PLACE. IT SETS OUT THE TERMS ON WHICH YOU WILL BE ENTITLED TO KEEP YOUR MOBILE HOME ON SITE AND TELLS YOU ABOUT THE RIGHTS WHICH WILL BE GIVEN TO YOU BY LAW. IF THERE IS ANYTHING YOU DO NOT UNDERSTAND YOU SHOULD GET ADVICE (FOR EXAMPLE FROM A SOLICITOR OR A CITIZENS ADVICE BUREAU)

PART 1 - Information about your rights

The Mobile Homes Act 1983

1. You will be entering into an agreement with a site owner which will entitle you to keep your mobile home on the site owner's land and live in it as your home. You will automatically be protected and given certain rights under the Mobile Homes Act 1983 ("the 1983 Act"). These rights affect in particular your security of tenure, the sale of your home and the review of the pitch fee.

Implied terms

2. Part 1 of Schedule 1 to the 1983 Act contains sets of implied terms (Chapter 2 applies in relation to all pitches except those on local authority and county council Gypsy and Traveller sites; Chapter 3 applies to transit pitches on local authority and county council Gypsy and Traveller sites- and those set out in Chapter 4 apply to permanent pitches on local authority and county council Gypsy and Traveller sites) one set of which and will apply automatically to your agreement and cannot be overridden, so long as your agreement continues to be one to which the 1983 Act applies. Part 3 of Schedule 1 to the 1983 Act, if applicable, sets out provisions which supplement the implied terms. The terms that will apply to you are contained in the annex to Part 2 of this statement.

Express terms

3. The express terms that are set out in Part 3 of this statement will apply to you. If you are not happy with any of these express terms you should discuss them with the site owner, who may agree to change them.

Additional terms

(The following paragraph does not apply to an agreement for a transit pitch on a local authority or county council Gypsy and Traveller site)

4. There are additional terms set out in Part 2 of Schedule 1 to the 1983 Act which you can ask to be included in your agreement. These deal with the following matters:

- (a) the sums payable by the occupier in pursuance of the agreement and the times at which they are to be paid;
- (b) the review at yearly intervals of the sums so payable;
- (c) the provision or improvement of services available on the protected site, and the use by the occupier of such services; and
- (d) the preservation of the amenity of the protected site.

Right to challenge express terms

(The following paragraphs do not apply to an agreement for a transit pitch on a local authority or county council Gypsy and Traveller site)

5. If you enter into the agreement and subsequently become dissatisfied with the express terms of the agreement you can challenge them, but you must do so within six months of the date on which you enter into the agreement or the date you received the written statement, whichever is later. If you wish to challenge your agreement, you are advised to consult a solicitor or citizen's advice bureau.

6. You can challenge the express terms by making an application to a residential property tribunal. You can ask for any express terms of the agreement (those set out in Part 3 of this statement) to be changed or deleted.

7. The site owner can also go to a residential property tribunal to ask for the agreement to be changed in these two ways.

8. The residential property tribunal must make an order on terms it considers just and equitable in the circumstances.

Six months time limit for challenging the terms

(The following paragraph does not apply to an agreement for a transit pitch on a local authority or county council Gypsy and Traveller site)

9. You must act quickly if you want to challenge the terms. If you or the site owner make no application to a tribunal within six months of the date on which you entered into the agreement or the date you received the written statement, whichever is later, both you and the site owner will be bound by the terms of the agreement and will not be able to change them unless both parties agree.

Unfair terms

10. If you consider that any of the express terms of the agreement (as set out in Part 3 of this statement) are unfair, you can, in accordance with the provisions of the Unfair Terms in Consumer Contracts Regulations 1999(4) complain to the Office of Fair Trading or any qualifying body under those Regulations.

Disputes

11. If you have a disagreement with your site owner about rights or obligations under your agreement, or the 1983 Act more generally, and you are unable to resolve the matter between yourselves you can refer the matter to a Residential Property Tribunal. Sometimes there is a time limit for doing so. More information on applications to the tribunal can be found at www.rpts.gov.uk or from your local Residential Property Tribunal Office.

12. Your site owner can only terminate your agreement on the grounds specified in the implied terms. You cannot be evicted from the site without an order from the court. If you are notified of termination proceedings and you wish to take legal advice, you should do so promptly.

Arbitration

13. You can agree in writing with your site owner to refer a particular dispute to arbitration.

14. If the agreement to go to arbitration was made before the dispute arose the 1983 Act provides that such a term will have no effect. Instead such disputes may only be determined by a Residential Property Tribunal.

PART 2 - Particulars of the agreement

1. The Mobile Homes Act 1983 will apply to the agreement.

Parties to the agreement

2. The parties to the agreement will be:

..... (the Occupier)
(Name and address of person entitled to station a mobile home on the pitch)

Southwark Council (the Owner)

Owners Address:
Gypsy and Traveller Site Management
Housing Operations
Southwark Council
160 Tooley Street
London SE1 2QH

Start date

3. The agreement will begin on

Particulars of the pitch

4. The particulars of the land on which you will be entitled to station your mobile home are:

.....
.....
.....
.....
.....
.....
.....
.....
.....
.....

Plan

5. A scale plan showing:

(a) The size and location of the pitch

(b) The size of the base on which the mobile home is to be stationed and

(c) Measurements between identifiable fixed points on the site and the pitch and base

is attached to this statement.

Site owner's interest

6. The local authority's estate or interest in the land will end on

(If this statement applies insert date); or

The local authority's planning permission for the site will end on

(If this statement applies insert date)

This means that your right to stay on the site will not continue after either of these dates unless the local authority's interest or planning permission is extended.

(If only one of these statements applies, cross out the words which do not apply. If neither of these statements apply, delete this paragraph.)

OR ENTER

The prescribed statements do not apply and have been deleted. The local authority's estate or interest in the land / pitch is limited to the registered freehold title number [.....]. Permanent planning permission has been granted for the site.

(If this statement applies insert title number)

Pitch fee

7. The pitch fee will be payable from (insert start date)

The pitch fee will be payable weekly.

The pitch fee is

The following services are included in the pitch fee:

Landlord's lighting.

.....
(add as appropriate)

Review of pitch fee

8. The pitch fee will be reviewed on the first Monday of every April. This date is the review date.

Additional charges

9. An additional charge will be made for the following matters:

You will be required to pay the Council a share of the charges for water and sewage services to the traveller site known as that are billed to the Council by Thames Water (the water provider) or such other water provider as may be.

The water provider (currently Thames Water) bills the Council for charges for water and sewage for the site by reference to the site water meter.

Your share of the charges for your pitch will depend on whether you occupy a single or a double pitch. The amount of the charge will be reviewed on the review date and the process set out in paragraphs 14 and 15 of the Annex will apply to the review.

DRAFT

ANNEX TO PART 2

This annex sets out the implied terms which automatically apply to the agreement

Under the 1983 Act certain terms are automatically included in your agreement. These implied terms are set out in Part 1 of Schedule 1 to the 1983 Act.

Duration of agreement

1. Subject to paragraph 2, the right to station the mobile home on land forming part of the protected site subsists until the agreement is determined under paragraph 3, 4, 5 or 6.

2. (1) If the owner's estate or interest is insufficient to enable the owner to grant the right for an indefinite period, the period for which the right subsists does not extend beyond the date when the owner's estate or interest determines.

(2) If planning permission for the use of the protected site as a site for mobile homes has been granted in terms such that it will expire at the end of a specified period, the period for which the right subsists does not extend beyond the date when the planning permission expires.

(3) If before the end of a period determined by this paragraph there is a change in circumstances which allows a longer period, account is to be taken of that change.

Termination by occupier

3. The occupier is entitled to terminate the agreement by notice in writing given to the owner not less than four weeks before the date on which it is to take effect.

Termination by owner

4. The owner is entitled to terminate the agreement forthwith if, on the application of the owner, the court:

(a) Is satisfied that the occupier has breached a term of the agreement and, after service of a notice to remedy the breach, has not complied with the notice within a reasonable time; and

(b) Considers it reasonable for the agreement to be terminated.

5. The owner is entitled to terminate the agreement forthwith if, on the application of the owner, the court:

(a) Is satisfied that the occupier is not occupying the mobile home as the occupier's only or main residence; and

(b) Considers it reasonable for the agreement to be terminated.

6. (1) The owner is entitled to terminate the agreement forthwith if:

(a) on the application of the owner, a residential property tribunal has determined that, having regard to its condition, the mobile home is having a detrimental effect on the amenity of the site, and

(b) then, on the application of the owner, the court, having regard to the tribunal's determination and to any other circumstances, considers it reasonable for the agreement to be terminated.

(2) Sub-paragraphs (3) and (4) apply if, on an application to the tribunal under sub-paragraph (1)(a) —

(a) The tribunal considers that, having regard to the present condition of the mobile home, it is having a detrimental effect on the amenity of the site, but

(b) it also considers that it would be reasonably practicable for particular repairs to be carried out on the mobile home that would result in the mobile home not having that detrimental effect, and

(c) the occupier indicates to the court that the occupier intends to carry out those repairs.

(3) In such a case the tribunal may make an interim order

(a) Specifying the repairs that must be carried out and the time within which they must be carried out, and

(b) adjourning the proceedings on the application for such period specified in the interim order as the tribunal considers reasonable to enable the repairs to be carried out.

(4) If the tribunal makes an interim order under sub-paragraph (3), it must not make a determination under sub-paragraph (1)(a) unless it is satisfied that the specified period has expired without the repairs having been carried out.

Recovery of overpayments by occupier

7. Where the agreement is terminated as mentioned in paragraph 3, 4, 5 or 6, the occupier is entitled to recover from the owner so much of any payment made by the occupier in pursuance of the agreement as is attributable to a period beginning after the termination.

Re-siting of mobile home

8. (1) The owner is entitled to require that the occupier's right to station the mobile home is exercisable for any period in relation to another pitch forming part of the

protected site or a pitch forming part of another protected site (“the other pitch”) if (and only if):

(a) On the application of the owner, a residential property tribunal is satisfied that the other pitch is broadly comparable to the occupier’s original pitch and that it is reasonable for the mobile home to be stationed on the other pitch for that period; or

(b) the owner needs to carry out essential repair or emergency works that can only be carried out if the mobile home is moved to the other pitch for that period, and the other pitch is broadly comparable to the occupier’s original pitch.

(2) If the owner requires the occupier to station the mobile home on the other pitch so that the owner can replace, or carry out repairs to, the base on which the mobile home is stationed, the owner must if the occupier so requires, or a residential property tribunal on the application of the occupier so orders, secure that the mobile home is returned to the original pitch on the completion of the replacement or repairs.

(3) The owner must pay all the costs and expenses incurred by the occupier in connection with the mobile home being moved to and from the other pitch.

(4) In this paragraph and in paragraph 11, “essential repair or emergency works” means:

(a) Repairs to the base on which the mobile home is stationed;

(b) repairs to any outhouses and facilities provided by the owner on the pitch and to any gas, electricity, water, sewerage or other services or other amenities provided by the owner in such outhouses;

(c) works or repairs needed to comply with any relevant legal requirements; or

(d) works or repairs in connection with restoration following flood, landslide or other natural disaster.

Quiet enjoyment of the mobile home

9. The occupier is entitled to quiet enjoyment of the mobile home together with the pitch during the continuance of the agreement, subject to paragraphs 8, 10, 11 and 12.

Owner's right of entry to the pitch

10. The owner may enter the pitch without prior notice between the hours of 9am and 6pm:

- (a) To deliver written communications, including post and notices, to the occupier; and
- (b) to read any meter for gas, electricity, water, sewerage or other services supplied by the owner.

11. 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.

12. Unless the occupier has agreed otherwise, the owner may enter the pitch for a reason other than one specified in paragraph 10 or 11 only if the owner has given the occupier at least 14 clear days' written notice of the date, time and reason for the owner's visit.

13. The rights conferred by paragraphs 10 to 12 do not extend to the mobile home.

The pitch fee

14. The pitch fee can only be changed in accordance with paragraph 15, either

- (a) With the agreement of the occupier, or
- (b) if a residential property tribunal, on the application of the owner or the occupier, considers it reasonable for the pitch fee to be changed and makes an order determining the amount of the new pitch fee.

15. (1) The pitch fee will be reviewed annually as at the review date.

(2) At least 28 clear days before the review date the owner must serve on the occupier a written notice setting out the owner's proposals in respect of the new pitch fee.

(3) If the occupier agrees to the proposed new pitch fee, it is payable as from the review date.

(4) If the occupier does not agree to the proposed new pitch fee:

- (a) the owner may apply to a residential property tribunal for an order under paragraph 14(b) determining the amount of the new pitch fee;
- (b) the occupier must continue to pay the current pitch fee to the owner until such time as the new pitch fee is agreed by the occupier or an order

determining the amount of the new pitch fee is made by a tribunal under paragraph 14(b); and

(c) the new pitch fee is payable as from the review date but the occupier is not to be treated as being in arrears until the 28th day after the date on which the new pitch fee is agreed or, as the case may be, the 28th day after the date of the tribunal order determining the amount of the new pitch fee.

(5) An application under sub-paragraph (4)(a) may be made at any time after the end of the period of 28 days beginning with the review date but no later than three months after the review date.

(6) Sub-paragraphs (7) to (11) apply if the owner:

(a) Has not served the notice required by sub-paragraph (2) by the time by which it was required to be served, but

(b) at any time thereafter serves on the occupier a written notice setting out the owner's proposals in respect of a new pitch fee.

(7) If (at any time) the occupier agrees to the proposed pitch fee, it is payable as from the 28th day after the date on which the owner serves the notice under sub-paragraph (6)(b).

(8) If the occupier has not agreed to the proposed pitch fee:

(a) The owner may apply to a residential property tribunal for an order under paragraph 14(b) determining the amount of the new pitch fee;

(b) the occupier must continue to pay the current pitch fee to the owner until such time as the new pitch fee is agreed by the occupier or an order determining the amount of the new pitch fee is made by a tribunal under paragraph 14(b); and

(c) if a tribunal makes such an order, the new pitch fee is payable as from the 28th day after the date on which the owner serves the notice under sub-paragraph (6)(b).

(9) An application under sub-paragraph (8) may be made at any time after the end of the period of 56 days beginning with the date on which the owner serves the notice under sub-paragraph (6)(b) but no later than four months after the date on which the owner serves that notice.

(10) A residential property tribunal may permit an application under sub-paragraph (4)(a) or (8)(a) to be made to it outside the time limit specified in sub-paragraph (5) (in the case of an application under sub-paragraph (4)(a)) or in sub-paragraph (9)

(in the case of an application under sub-paragraph (8)(a)) if it is satisfied that, in all the circumstances, there are good reasons for the failure to apply within the applicable time limit and for any delay since then in applying for permission to make the application out of time.

(11) The occupier is not to be treated as being in arrears:

(a) Where sub-paragraph (7) applies, until the 28th day after the date on which the new pitch fee is agreed; or

(b) where sub-paragraph (8)(b) applies, until the 28th day after the date on which the new pitch fee is agreed or, as the case may be, the 28th day after the date of the tribunal order determining the amount of the new pitch fee.

16. (1) When determining the amount of the new pitch fee particular regard must be had to:

(a) Any sums expended by the owner since the last review date on improvements:

(i) which are for the benefit of the occupiers of mobile homes on the protected site;

(ii) which were the subject of consultation in accordance with paragraph 20(f) and (g); and

(iii) to which a majority of the occupiers have not disagreed in writing or which, in the case of such disagreement, a residential property tribunal, on the application of the owner, has ordered should be taken into account when determining the amount of the new pitch fee;

(b) any decrease in the amenity of the protected site since the last review date; and

(c) the effect of any enactment which has come into force since the last review date.

(2) When calculating what constitutes a majority of the occupiers for the purposes of sub-paragraph (1)(a)(iii) each mobile home is to be taken to have only one occupier and, in the event of there being more than one occupier of a mobile home, its occupier is to be taken to be the occupier whose name first appears on the agreement.

(3) In a case where the pitch fee has not been previously reviewed, references in this paragraph to the last review date are to be read as references to the date when the agreement commenced.

17. When determining the amount of the new pitch fee no regard may be had to:

- (a) Any costs incurred by the owner in connection with expanding the protected site, or
- (b) any costs incurred by the owner in relation to the conduct of proceedings under this Act or the agreement.

18. (1) There is a presumption that the pitch fee will increase or decrease by a percentage which is no more than any percentage increase or decrease in the retail prices index since the last review date, unless this would be unreasonable having regard to paragraph 16(1).

(2) Paragraph 16(3) applies for the purposes of this paragraph as it applies for the purposes of paragraph 16.

Occupier's obligations

19. The occupier must:

- (a) Pay the pitch fee to the owner;
- (b) pay to the owner all sums due under the agreement in respect of gas, electricity, water, sewerage or other services supplied by the owner;
- (c) keep the mobile home in a sound state of repair;
- (d) maintain:
 - (i) the outside of the mobile home, and
 - (ii) the pitch, including all fences and outbuildings belonging to, or enjoyed with, it and the mobile home,in a clean and tidy condition
- (e) if requested by the owner, provide the owner with documentary evidence of any costs or expenses in respect of which the occupier seeks reimbursement.

Owner's obligations

20. The owner must:

- (a) If requested by the occupier, and on payment by the occupier of a charge of not more than £30, provide accurate written details of:
 - (i) The size of the pitch and the base on which the mobile home is stationed; and

(ii) the location of the pitch and the base within the protected site;
and such details must include measurements between identifiable fixed points on the protected site and the pitch and the base

(b) If requested by the occupier, provide (free of charge) documentary evidence in support and explanation of:

(i) Any new pitch fee;

(ii) any charges for gas, electricity, water, sewerage or other services payable by the occupier to the owner under the agreement; and

(iii) any other charges, costs or expenses payable by the occupier to the owner under the agreement

(c) be responsible for repairing the base on which the mobile home is stationed and for maintaining any gas, electricity, water, sewerage or other services supplied by the owner to the pitch or to the mobile home;

(d) be responsible for repairing other amenities provided by the owner on the pitch including any outhouses and facilities provided;

(e) maintain in a clean and tidy condition those parts of the protected site, including access ways, site boundary fences and trees, which are not the responsibility of any occupier of a mobile home stationed on the protected site;

(f) consult the occupier about improvements to the protected site in general, and in particular about those which the owner wishes to be taken into account when determining the amount of any new pitch fee; and

(g) consult a qualifying residents' association, if there is one, about all matters which relate to the operation and management of, or improvements to, the protected site and may affect the occupiers either directly or indirectly.

21. The owner must not do or cause to be done anything which may adversely affect the ability of the occupier to perform the occupier's obligations under paragraph 19(c) and (d).

22. For the purposes of paragraph 20(f), to "consult" the occupier means:

(a) To give the occupier at least 28 clear days' notice in writing of the proposed improvements which:

(i) Describes the proposed improvements and how they will benefit the occupier in the long and short term;

(ii) details how the pitch fee may be affected when it is next reviewed;
and

(iii) states when and where the occupier can make representations
about the proposed improvements; and

(b) to take into account any representations made by the occupier about the
proposed improvements, in accordance with paragraph (a)(iii), before
undertaking them.

23. For the purposes of paragraph 20(g), to “consult” a qualifying residents’
association means:

(a) To give the association at least 28 clear days’ notice in writing of the
matters referred to in paragraph 20(g) which

(i) describes the matters and how they may affect the occupiers either
directly or indirectly in the long and short term; and

(ii) states when and where the association can make representations
about the matters; and

(b) to take into account any representations made by the association, in
accordance with paragraph (a)(ii), before proceeding with the matters.

Owner’s name and address

24. (1) The owner must by notice inform the occupier and any qualifying residents’
association of the address in England or Wales at which notices (including notices
of proceedings) may be served on the owner by the occupier or a qualifying
residents’ association.

(2) If the owner fails to comply with sub-paragraph (1), then any amount otherwise
due from the occupier to the owner in respect of the pitch fee is to be treated for all
purposes as not being due from the occupier to the owner at any time before the
owner does so comply.

(3) Where in accordance with the agreement the owner gives any written notice to
the occupier or (as the case may be) a qualifying residents’ association, the notice
must contain the name and address of the owner.

(4) Where:

(a) The occupier or a qualifying residents’ association receives such a
notice, but

(b) it does not contain the information required to be contained in it by virtue of sub-paragraph (3),

the notice is to be treated as not having been given until such time as the owner gives the information to the occupier or (as the case may be) the association in respect of the notice.

(5) Nothing in sub-paragraphs (3) and (4) applies to any notice containing a demand to which paragraph 25(1) applies.

25. (1) Where the owner makes any demand for payment by the occupier of the pitch fee, or in respect of services supplied or other charges, the demand must contain the name and address of the owner.

(2) Where:

(a) The occupier receives such a demand, but

(b) it does not contain the information required to be contained in it by virtue of sub-paragraph (1),

the amount demanded is to be treated for all purposes as not being due from the occupier to the owner at any time before the owner gives that information to the occupier in respect of the demand.

Qualifying residents' association

26. (1) A residents' association is a qualifying residents' association in relation to a protected site if:

(a) It is an association representing the occupiers of mobile homes on that site;

(b) at least 50 per cent of the occupiers of the mobile homes on that site are members of the association;

(c) it is independent from the owner, who together with any agent or employee of the owner is excluded from membership;

(d) subject to paragraph (c), membership is open to all occupiers who own a mobile home on that site;

(e) it maintains a list of members which is open to public inspection together with the rules and constitution of the residents' association;

(f) it has a chair, secretary and treasurer who are elected by and from among the members;

(g) with the exception of administrative decisions taken by the chair, secretary and treasurer acting in their official capacities, decisions are taken by voting and there is only one vote for each mobile home; and

(h) the owner has acknowledged in writing to the secretary that the association is a qualifying residents' association, or, in default of this, a residential property tribunal has so ordered.

(2) When calculating the percentage of occupiers for the purpose of sub-paragraph (1)(b), each mobile home is to be taken to have only one occupier and, in the event of there being more than one occupier of a mobile home, its occupier is to be taken to be the occupier whose name first appears on the agreement.

Interpretation

27. In this chapter:

“Pitch fee” means the amount which the occupier is required by the agreement to pay to the owner for the right to station the mobile home on the pitch and for use of the common areas of the protected site and their maintenance, but does not include amounts due in respect of gas, electricity, water, sewerage or other services, unless the agreement expressly provides that the pitch fee includes such amounts;

“Retail prices index” means the general index (for all items) published by the Statistics Board or, if that index is not published for a relevant month, any substituted index or index figures published by the Board;

“Review date” means the date specified in the written statement as the date on which the pitch fee will be reviewed in each year, or if no such date is specified, each anniversary of the date the agreement commenced; and

“Written statement” means the written statement that the owner of the protected site is required to give to the occupier by section 1(2) of this Act.

Part 3 - Express terms of the agreement

This part of the written statement sets out other terms of the agreement which may be agreed between you and the site owner in addition to the implied terms.

1. Confirmation of gypsy or traveller status

The sole Occupier or at least one of the Joint Occupiers under this pitch agreement confirms, by entering into this agreement, that they are a gypsy or a traveller within the definition in paragraph 1(4) of Part 1, Schedule 1, of the Mobile Homes Act 1983, namely that they are a person of nomadic habit of life, whatever their race or origin, but not a member of an organised group of travelling showpeople, or a person engaged in travelling circuses, travelling together as such.

2. New agreement

- 2.1 All previous agreements between you and the council relating to the right to station a mobile home on the pitch are brought to an end when you and the council sign this agreement.

3. Your obligations and responsibilities for use and behaviour of people living on the pitch and visiting the pitch and site

- 3.1 Each of the Joint Occupiers of a pitch is jointly and separately liable to comply with the terms of this agreement.
- 3.2 The conditions of behaviour outlined in this agreement apply to the Occupiers, and all other Occupants of the pitch and their visitors to the pitch and site. Occupiers are responsible for their own behaviour and that of persons living with them or visiting them on the site.
- 3.3 When you sign this agreement you must fill out the Authorised Household schedule at Appendix 2 with the names of all persons who will be living or staying with you on the pitch, other than the people who are signing the agreement.

4. Use of the pitch

In all the clauses in this section, "You" means all Occupiers and Occupants of the pitch. Except for clauses 4.1 – 4.4, 4.6, and 4.11, "you" also means visitors to the pitch.

- 4.1. You must use the pitch for residential purposes as your only or principal home. You must not move away from the pitch or give up control over it unless it is a temporary absence (see 10) or this agreement has been brought to an end.
- 4.2 You must not place (or allow to remain) more than one mobile home on a

single pitch or more than two on a double pitch at any time without previously obtaining the council's permission in writing. The Gypsies and Travellers officer will support you to seek the council's agreement if required.

- 4.3 You must only allow your Authorised Household to live or stay at the pitch.
- 4.4 If you wish to allow persons other than the Authorised Household to live or stay at the pitch, you must:
- Add their names to the list at Appendix 2 and send the revised list to the Gypsies and Travellers officer with a written request that those persons be allowed to live or stay at the pitch.
 - You must specify how long those persons will be staying with you.
 - You must not allow those persons to live or stay at the pitch until you have received the Council's written permission, which will not be unreasonably refused provided that in the reasonable opinion of the Council it will not result in an overcrowding situation.
 - You must not allow them to stay after the date you gave in the written request.

The Gypsies and Travellers officer will help you if required.

- 4.5 You must not block the pitch, site or local roadways so as to block the site entrance or any means of access to the site, and you must keep pitches and car parking spaces clear.
- 4.6 You must make sure that any mobile homes on the pitch are parked within the pitch boundary with the towbar or towing apparatus placed in such a way that the mobile home may be removed quickly if a fire or other emergency occurs, where this is possible. If not, you must consult the Gypsies and Travellers officer to agree the best position.
- 4.7 You may keep one vehicle on a single pitch or two vehicles on a double pitch, in addition to any mobile homes permitted under this agreement. Vehicles must not weigh more than 4.0 tons. You must only park cars and other vehicles on your pitch or in designated areas on the site.
- 4.8 You must not drive any vehicle on the site at more than 5 miles per hour and must exercise due care and attention in so doing. You must comply with the Council's rules, which will be displayed on site, regarding use of the access road.
- 4.9 You must not park any vehicle on the site which is without the required tax, MOT and insurance or park any vehicle in a wrecked, derelict, dangerous or unroadworthy state on the site. The council reserves the right to remove or dispose of vehicles which the council reasonably considers to be abandoned; without the required tax, MOT, or insurance; wrecked; derelict; dangerous or unroadworthy. The council reserves the right to recover any removal and associated legal costs from you.

- 4.10 You must not allow any vehicle to be lived in other than the designated mobile home(s) permitted on the pitch.
- 4.11 You may operate a business at the pitch if:
- 4.11.1 It causes no nuisance, disturbance or risk to nearby occupants or to those residing in, visiting or going about their lawful activities in the locality.
 - 4.11.2 It is left clean and tidy with no damage to the pitch or site.
 - 4.11.3 It does not pollute any drainage or sewage system or the local environment (e.g. by improper disposal of oil and paint).
 - 4.11.4 If you are operating a business you should notify the Gypsies and Travellers officer.
- 4.12 You may carry out occasional minor repairs to vehicles provided that you comply with the conditions in clauses 4.11.1 – 4.11.3.
- 4.13 You must only store your possessions on the pitch or in any designated storage areas at the site. Visitors must not store anything at the site whilst they are not visiting the site. Nothing may be kept on the site in a way which is likely to cause an obstacle to other residents or visitors, a fire risk, a health and safety hazard or damage to property.
- 4.14 You must place all litter and household rubbish in the pitch wheelie bin/dustbin. The council will empty these dustbins weekly. You must consult with the council regarding the disposal of large items of household rubbish. You must not dump rubbish on your pitch, on the site or on the service road leading to the site. If any syringes or needles or other medical equipment are used by yourself or anyone living in or visiting the pitch, you must ensure that they are disposed of safely and not left where anyone in the locality, the council's staff or contractors may come into contact with them.
- 4.15 You must only use the electrical hook-up point for electricity to the mobile home provided by the council.
- 4.16 You must not use or connect any electricity leads out of the amenity block.
- 4.17 You must keep all electrical installations and equipment on the pitch in a safe and suitable condition.

5. Fire Safety

- 5.1 You, other Occupants and visitors to your pitch must not tamper with any fire fighting equipment provided on site and must comply with all Fire Regulations displayed on site.
- 5.2 You must have an electrical installation within the mobile home and, when requested in writing by the council, produce to the council within 28 days an Electrical Safety Certificate from an approved registered electrician. Where relevant, if you have difficulty in securing this from a third party landlord, please inform the council so that we may provide support to secure a certificate or provide a certificate.
- 5.3 You are responsible for installing and maintaining smoke alarms and fire extinguishers for use in or on the mobile home and the pitch.
- 5.4 You are responsible for insuring your mobile home and vehicles and all other property against fire and other risks. The council does not take responsibility for this.
- 5.5 You, other occupants and visitors to your pitch must ensure that any gas containers are placed outside your mobile home, in the open air or in a compartment in your mobile home specially designed for the storage of gas containers.
- 5.6 You must not cause or allow the storage or use of on the pitch or site any liquid petroleum and paraffin (e.g. calor gas) containers or cylinders, or dangerous chemicals, gases or materials or any other inflammable materials or gases, except in storage containers designed for that purpose.
- 5.7 You, and all other occupants and residents of the pitch and visitors to your pitch must not have a bonfire or other fire anywhere on a pitch or the rest of the site, without written permission from the council in advance. The Gypsies and Travellers officer will help you seek the council's agreement if required.

6. Animals

- 6.1 You must get written consent from the council in advance for any animal that you, or other occupants, wish to keep on the pitch. Consent will not to be unreasonably refused. The Gypsies and Travellers officer will help you to seek the council's agreement if required.
- 6.2 If our written consent to keep a dog is given, it will be on the condition that the dog is micro chipped, the details are recorded in Appendix 2 of this agreement and kept up to date. Where our agreement is given to keep a dog it must wear a collar and name tag at all times with your name and address clearly marked.

- 6.3 You, other Occupants and visitors to your pitch must control their animals and not allow them to cause a nuisance or annoyance by excessive barking, other noise or aggressive behaviour. Animals must not be allowed to roam around other pitches or communal areas of the site or within the locality. Any faeces must be properly disposed of. Animals should be properly housed and restrained on the pitch.
- 6.4 You, and all other occupants of the pitch and visitors to your pitch must not feed any pigeons on the site.

7. Nuisance and antisocial behaviour

- 7.1 You are responsible for your behaviour and the behaviour of all other Occupants and residents of the pitch and your visitors whilst they are on the site.
- 7.1.1 You, other Occupants and visitors to your pitch shall act in a reasonable manner and must not do anything which in our reasonable opinion causes nuisance, offence, distress or alarm to other residents or visitors or damage any property or possession belonging to us, other residents or their visitors.
- 7.1.2 Paragraphs 10 and 11 of the Annex shall also apply to the Council's agents and employees, and to agents and employees of companies supplying gas, electricity, water, sewerage, telecommunications or other services to the site.
- You, other Occupants and your visitors must not harass, threaten, abuse or assault any such persons carrying out their duties in relation to the pitch or site or as a consequence of their employment, whether in working hours or outside working hours and whether or not at or in the locality of the site.
- 7.1.3 You must not discriminate, intimidate, harass or abuse anyone because of their ethnic background, race, sex, gender reassignment, pregnancy or because of breastfeeding, sexual orientation, religion or beliefs, age or disability.
- 7.1.4 You must keep noise, including the use of television, playing of amplified music, musical instruments, or otherwise howsoever caused, to a reasonable level within the pitch, mobile home and vehicles.
- 7.1.5 You must not hold or permit to be held any excessively noisy party at the site nor advertise or permit to be advertised such a party or any party which visitors must pay to get into.

- 7.1.6 If you have a complaint about any other residents' behaviour towards you, this should be raised with the Gypsies and Travellers officer, who will work to resolve the situation if possible, including the option of mediation where appropriate. You may also raise issues regarding third parties' behaviour towards you with the Gypsies and Travellers officer, who will attempt to assist you.

8. Payment arrangements

You will use one of the payment arrangements offered by the council to pay the pitch fee.

- Cheques made payable to Southwark Council
- Direct debit
- Standing order
- Cash at our cash offices
- By card at any of the housing offices

9. Repairs, improvements and general

- 9.1 You must report to the council and/or Gypsies and Travellers Officer promptly any disrepair or defect for which the council is responsible on the pitch or site.
- 9.2 If any damage to the site is caused by you, other Occupants or your visitors to the pitch and site the council will send you a written notice requiring you to make it good within a reasonable time period. If you do not make good the damage you must pay any costs reasonably incurred by the council in carrying out the works. This does not apply to fair wear and tear.
- 9.3 You must not make any alterations, additions, replacement or improvements to the pitch, fixtures, fittings or structures without the council's prior written agreement and any necessary planning consents. This includes the erection of satellite dishes and/or aerials. The council will not unreasonably refuse consent. The Gypsies and Travellers officer will support you to seek the council's agreement if required.
- 9.4 If you wish to make alterations to cater for the needs of elderly or disabled occupants please consult with the Gypsies and Travellers officer who will support you as far as possible.
- 9.5 You must take care in the use of the site and all the site facilities and in particular you must not damage:
- a) the perimeter fences
 - b) all the facilities and structures on the site including those providing water, drainage and electricity where applicable

- c) the site surface
- d) any other facilities provided

10. Temporary absence from your pitch

- 10.1 You must not be absent from your pitch for a continuous period of more than eight weeks without first obtaining our prior written approval and you may not be away for more than a total of ten weeks in any twelve month period. The council will only permit a temporary absence of more than eight weeks if you apply in writing to request that your pitch be reserved for your return and you meet any reasonable conditions the council imposes in accordance with its policy adopted from time to time. The Gypsies and Travellers officer will support you to make the application in writing if required.
- 10.2 The council may request that all charges payable by you for the period that you are away are paid in advance. If so you must pay these before you leave.
- 10.3 If you are absent from the pitch, or you do not meet the council's other conditions, in breach of 10.1, the council may take action to terminate this agreement under paragraph 4 of the Annex.

11. Ending this agreement and moving off the pitch

- 11.1 If you wish to terminate this agreement under paragraph 3 of the Annex, the Gypsies and Travellers Officer will help you prepare the necessary notice to the council if you wish.
- 11.2 Where there are Joint Occupiers, and only one of the Joint Occupiers wishes to stop being a party to the agreement, he or she must notify the Council in the same way as under paragraph 3 of the Annex. The agreement with that person will come to the end at the end of the 4 week notice period. If that person carries on living of the pitch, the remaining Occupier will be responsible for that person's compliance with the terms of the agreement under 3.2. The Council will continue to have all the rights which it had against the former Joint Occupier up to the expiry of the notice period.
- 11.2 If this agreement is terminated by you or the council, when you leave the site you must make sure the pitch and amenity block are left in a safe, empty and clean condition. You must remove all mobile homes, vehicles, personal belongings, animals, rubbish or unwanted items and any other property you own from the site.
- 11.3 If any property of any kind is left on the pitch after 28 days from the date you leave, unless otherwise agreed, the council shall be entitled to remove, sell or dispose of the property (if it belongs to you) or remove the property (if it belongs to a third party). Any

proceeds from sale shall be returned to you after the deduction of any sums owing to the council, and the costs of removal, storage and sale. If the proceeds of sale are insufficient to cover any sums due to the council or costs incurred by the council, the council shall be entitled to recover the balance from you.

- 11.4 You must leave a forwarding address with the Gypsies and Travellers Officer before leaving the site.

12. Exchanging pitches within Southwark Council Traveller Sites

- 12.1 You and the person you want to exchange pitches with must fill in an application form and discuss your request with the officer managing travellers' sites. The Gypsies and Travellers officer will provide you with the form and help you to complete it if required.
- 12.2 The following conditions apply to exchanges.
- 12.2.1 You must pay any money you owe us before the exchange takes place.
- 12.2.2 You (and the other person you want to exchange with) must not have broken your pitch agreements, or be under investigation for breaking them.
- 12.2.3 You must sign a variation to this agreement to make clear that you will be occupying the new pitch.
- 12.3 The officer managing Gypsies and Travellers' sites will make a decision on the exchange within 42 days of you asking for an exchange. This decision must be approved by a housing manager.
- 12.4 As when offering any pitch, the officer managing Gypsies and Travellers' sites will take into account the general good management of the site when looking at a request to exchange pitches.

13 Succession and assignment

- 13.1 The Mobile Homes Act 1983 provides that if the occupier dies then their spouse or civil partner, or another member of their family living with them when they die, or the person who inherits the mobile home, will inherit the agreement to live in the mobile home on the pitch.
- 13.2 You are not allowed to transfer this agreement to any other person whilst you are living.

14. Accessing Information

- 14.1 The council must allow you on request to see information that is kept on our housing file about you, your household or the pitch (including any application which you have made for re-housing and documents in our possession relating to the site where the pitch is situated) except the following information:
- 14.1.1 Personal information that identifies other people who have not agreed to the disclosure of their personal data and where, on balance, it appears wrong to provide it unless it is reasonable in all the circumstances to disclose the information without their agreement, for example medical information and casework reports from social workers and welfare officers, complaints from other occupiers and neighbours or comments by housing staff,
 - 14.1.2 Personal information the disclosure of which might cause serious harm to you or some other individual for example another member of your household,
 - 14.1.3 Personal information the disclosure of which would or would be likely to prejudice an investigation into the behaviour or activities of the occupier for example if the investigation is likely to involve the police; if it may lead to the creation of an anti-social behaviour order; or if it is in connection with eviction proceedings, or
 - 14.1.4 Personal information the disclosure of which might prejudice the prevention and detection of crime, the prosecution or apprehension of offenders or the assessment or collection of any tax or duty. The information we are able to give you will be provided on payment of a fee of £10 and your request will be dealt with promptly and in any case within 40 days.
- 14.2 If we fail to provide the information within 40 days you have the right to refer the matter to us under the Council's complaints procedure. If the matter is not resolved you will be advised of your right of appeal to the Information Commissioner.
- 14.3 If you disagree with a statement in the council information held about you, you are entitled to have your version of the subject matter of that statement amended to the document. You can ask the council to delete the disputed statement from our records and substitute your version. The Gypsies and

Travellers officer will support you to provide a written statement if required.

You should explain what information you consider to be inaccurate and, if appropriate, provide a written statement of the correct information to us. This written statement should be annexed to the file.

We will consider your request within 28 days of receipt of the same. Should we fail to respond to you within that 28 days timescale you may refer the dispute to us under the council's complaints procedure.

- 14.4 If we agree to correct or erase part of your personal information you will be informed what changes have been made. If we believe the information is correct and are unable to agree the changes that have been requested we will again inform you. Where we do not agree to the changes you may refer the dispute to us under the council's complaints procedure. If however the matter is not resolved then you will be advised of your right of appeal to the Information Commissioner.

15. Notices

- 15.1 If the council wishes to serve any Notice in respect of this Agreement, the council can do this by:
- 15.1.1 Giving it to you or any of the Joint Occupiers (it is not necessary for the council to give a copy to each of the occupiers); or
 - 15.1.2 Delivering it to your mobile home; or
 - 15.1.3 Affixing it to your mobile home or placing it anywhere on your pitch; or
 - 15.1.4 If no Occupier is living at the pitch, sending it to your last known address or the last known address of any of the Joint Occupiers. It is not necessary for the council to send a copy to each of the Joint Occupiers.
- 15.2 Any Notice of Termination served by the Occupier to the council shall be validly served only if posted first class to the council at the following address.

Designated address of the owner:

Gypsy and Traveller Site Management
Housing Operations
Southwark Council
160 Tooley Street

London SE1 2QH

15.3 The council will advise you in writing of any changes to this address.

16. Mains Services

The council is not under an obligation to keep in repair and proper working order the London Electricity Board meter building and its contents if on site.

17. Liability in respect of your property

The council accepts no responsibility or liability in respect of any mobile homes or personal belongings or other items brought onto the site and/or pitch unless the loss or damage is caused by deliberate acts or negligent omissions of the council or its employees.

18. Charges to remedy breach

If the council has to pay any money to someone else because you have breached any term of this agreement, the council is entitled to recover that money from you.

19. Variation of terms

The express terms of this pitch agreement can be varied by joint agreement between the Occupier and the council.

Appendix 1

List of Definitions

Animal	Includes mammals (e.g. horses, dogs, cats, rabbits) birds, reptiles, fish, insects, spiders and amphibians.
Annex	The annex to Part 2 of the pitch agreement, setting out the terms implied by the Mobile Homes Act 1983.
Authorised Household	The people listed in the table at Appendix 2 of this agreement
Breach	The breaking of a term of your pitch agreement. This can, in serious cases, lead to the loss of your pitch.
Charge	The cost to the council of carrying out any works including interest on late payments, a reasonable administration charge, Value Added Tax where applicable and court costs.
Communal areas	Parts of the site which all residents can use.
Council (as in "the Council")	Southwark Council.
Evict/eviction	If you have been ordered by the court to give the pitch back to the council and you do not leave the council will ask the court bailiff to remove you from the pitch. This is called eviction.
Injunction	An Order of the court preventing someone from doing certain things or making or allowing someone to do specified things.
Joint Occupiers	Two or more Occupiers who have each signed this pitch agreement.
Locality	Everything, including all land, houses, shops and roads, within a reasonable distance of the site and where appropriate the locality of other Southwark Council traveller sites.
Mobile home / caravan	A structure designed or adapted for human habitation which— (1) is composed of not more than two sections separately constructed and designed to be assembled on a site by means of bolts, clamps or other devices; and (2) is, when assembled, physically capable of being moved by road from one place to another (whether by being towed, or by being transported on a motor vehicle or trailer) (3) does not exceed any of the following limits, namely: (a) Length (exclusive of any drawbar): 65.616 feet (20 metres); (b) width: 23.309 feet (6.8 metres); (c) overall height of living accommodation (measured

	internally from the floor at the lowest level to the ceiling at the highest level): 10.006 feet (3.05 metres).
Occupant	Anyone living or staying in the Mobile Home apart from the Occupier(s)

Occupier(s)	The person (or people, if a joint agreement) with whom the pitch agreement is made, and who are responsible under it for the other Occupants and visitors to the pitch or site.
Permission	A letter from the council allowing you to do certain things.
Pitch (often called "plot")	The area of land contained within a perimeter fence which includes a hardstanding and an amenity block referred to in Part 2 of the agreement.
Us/We/Our	Southwark Council (and any specified part of that council)
Vehicle	A car, bus, lorry, van, motorhome, boat, motorbike, moped or similar.
You	The Occupier and, in the case of Joint Occupiers, one or all of the Joint Occupiers.
The Site	The entire grounds of (name of) site
Washroom / Amenity Block	The brick-built structure located within the confines of each pitch

Appendix 2

Schedules

SCHEDULE OF AUTHORISED HOUSEHOLD

Full Name	Relationship to the occupier	Date of birth

SCHEDULE OF AUTHORISED ANIMALS / PETS

Animal type	Breed / type	Description

I have read/I have had explained to me the conditions for the council traveller residential site and my pitch and I understand them and agree to abide by them. I also understand that if I give any false information to the council or do not give the council the names of any persons who are to occupy my pitch, the council may take action to terminate this agreement.

I/We,....., and (if applicable)....., agree to the terms and conditions set out in this agreement

Signed

Dated

Signed

Dated

Signed by

Job title

Address:

For the Mayor and Burgesses of the London Borough of Southwark