



**An Agreement to Occupy a Pitch on an Authorised Traveller  
Site  
In accordance with The Mobile Homes Act 1983**

**AGREEMENT TO THE SITE CONDITIONS.**

I .....hereby agree to abide by the conditions laid down in the document entitled “**Written statement in relation to the Mobile Homes Act 1983**” dated ..... and attached to this document, as they apply to my occupancy of the plot known as [Insert address below].

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

I understand that this pitch has been provided to me, on the basis that the information given in my application is correct.

Signed .....

Name .....

Date.....

Witnessed on behalf of Sheffield City Council

Name.....

Signature .....

Date.....

**An Agreement to Occupy a Pitch on an Authorised Traveller Site**  
**In accordance with The Mobile Homes Act 1983**

**Occupancy list**

I, .....

now residing at: .....

am the authorised applicant and advise that my household occupants will be:

<b>Other Household Occupants</b>				
<b>No.</b>	<b>Name</b>	<b>D.O.B</b>	<b>Relation</b>	<b>Income, N.I No, etc</b>
1				
2				
3				
4				
5				
6				
7				
8				
9				

**Signed Applicant:** ..... **Dated:** .....

**Signed On behalf of Sheffield City Council: Name:** .....

**Signature:** .....

**Dated:** .....

## Consent Form

Gypsy & Traveller Site Management Team,  
Supported Housing

Name \_\_\_\_\_

Address \_\_\_\_\_ D/O/B \_\_\_\_\_

The Gypsy & Traveller Site Management Team need your consent to talk to other services. Your consent is vital; without it, we cannot easily help you to get the services you and your family may be entitled to. Very often, these services are provided by organisations outside the City Council and they frequently need some information about you and your family before offering a service. They also may need to disclose some information to us as well. Your consent will enable this to happen quickly and often without the need for you to supply the same information again to someone else. We will tell you in advance if we plan to disclose your personal information outside the above arrangements where we can.

### Consent:

I / we will agree that the Gypsy & Traveller Site Management Team may disclose my/our personal information to and receive it from the following for me and my family:

- South Yorkshire Police and/or neighbouring Police forces – To find out if there has been any involvement from the Police that we will need to know about; for example, there may be risks that we need to plan for
- Sheffield Youth Offending Service (YOS) – To find out if there is any support from the YOS and what we can do
- Services provided by Sheffield City Council
  - Housing Benefit
  - Education Services
  - Sheffield Homes (see 'Your Landlord' below)
  - Social Care Services
  - Sheffield City Council
- Your Landlord – To find out about the Anti Social Behaviour and what we can do to help

I/we understand that personal information referred to in this consent will be used as described in this form and for other lawful purposes. I/we have obtained similar consent of other family members where they are mentioned in our dealings with the service.

Signed \_\_\_\_\_ Name \_\_\_\_\_

Signed \_\_\_\_\_ Name \_\_\_\_\_

Date \_\_\_\_\_

### ***Please note:***

***A seek and share form needs to be signed by any person who currently lives in/or intends to live in/on your plot/household who is over the age of 16 years, we will be unable to complete the assessment if these signatures are not obtained, especially the Head of Household (i.e. the adults who are stated as the applicant/occupier) have not signed a seek and share form.***

Gypsy & Traveller Site Management Team  
Supported Housing  
PO Box 483  
M33 0DH

**Declaration/Information sharing authorisation**

I ..... give Sheffield City Council permission to contact my present and/or former landlord with regard to obtaining references in order to process my application for any of Sheffield City Council Gypsy and Traveller sites.

I also authorise Sheffield City Council to undertake any credit/rent reference checks if considered necessary.

I understand that any information given may be shared with other sections within Sheffield City Council, and other organisations responsible for managing public money for reasons of preventing and detecting fraud.

I understand that if I have knowingly or recklessly given any false information or have not given information which would affect my application, Sheffield City Council will not process my application form, may take legal action against me, and Sheffield City Council may revoke my place held on the waiting lists.

I also agree to inform the Gypsy & Traveller Site Management Team of any change in my personal or housing circumstances so that the information held on my application is accurate and true. I understand that if I knowingly or recklessly fail to give information on my current circumstances, Sheffield City Council may withdraw an offer of housing, cancel my housing application and may take legal action against me.

	<b>Main Applicant</b>	<b>Joint Applicant</b>
Signature		
Printed		
Date		

IMPORTANT – PLEASE READ THIS STATEMENT CAREFULLY AND KEEP IT IN A SAFE PLACE. IT SETS OUT THE TERMS ON WHICH YOU ARE ENTITLED TO KEEP YOUR MOBILE HOME ON SITE AND TELLS YOU ABOUT THE RIGHTS WHICH ARE 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

Express Terms (other than those specified in Part 4)

- 1. The Mobile Homes Act 1983 (“the 1983 Act”) applies to the agreement.

Parties to the agreement

- 2. The parties to the agreement are—

.....

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

.....

(Name and address of the local authority)

Start date

- 3. The agreement began on..... (insert date)

Particulars of the pitch

- 4. The particulars of the land on which you are entitled to station your mobile home are—

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

Plan

- 5. A plan showing—

- (a) the size and location of the pitch;
- (b) the size of the base on which the mobile home is stationed; and
- (c) measurements between identifiable fixed points on the site and the pitch and base;

is attached to this statement.

Pitch fee

- 6. The pitch fee is payable weekly/monthly/quarterly/annually

(Cross out the words which do not apply)

The pitch fee is.....

The following services are included in the pitch fee—

Water ..... Other.....

Sewerage ..... Other.....

*(Cross out the services which are not included and add any others which are included in the pitch fee)*

**Review of pitch fee**

7. The pitch fee will be reviewed on..... *(Insert date)*

This date is the review date.

**Additional charges**

8. An additional charge is made for the following matters—

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

*(List the matters for which an additional charge is made)*

PART 2

Information about your rights

**The 1983 Act**

1. Because you have an agreement with a local authority which entitles you to keep your mobile home on its site and live in it as your home, you have certain rights under the 1983 Act, affecting in particular your security of tenure and the review of the pitch fee.

**Implied terms**

2. These rights, which are contained in the implied terms set out in Part 3 of this statement, apply automatically and cannot be overridden, so long as your agreement continues to be one to which the 1983 Act applies.

**Express terms**

3. If you are not happy with any of the express terms of your agreement (as set out in Part 4 of this statement) you should discuss them with the local authority, who may agree to change them.

**Unfair terms**

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

PART 3

Implied Terms

*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, the court 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 its 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 court under subparagraph (1)(a)—

(a) the court 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 court 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 court considers reasonable to enable the repairs to be carried out.

(4) If the court 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, the court 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 the court 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 the court, 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 the court 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 the court 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 court 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 the court 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 the court under paragraph 14(b); and

(c) if the court 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) The court 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 court 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, the court, 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; and

(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 subparagraph (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 subparagraph (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, the court 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 Part—**

“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 4

### Express terms of the agreement

*This part of the written statement sets out other terms of the agreement which are agreed between you and the local authority in addition to the implied terms.  
(Express terms to be inserted by the local authority)*

Where there is any conflict between the terms set out below and the implied terms set out in Part 3 above, the implied terms in Part 3 shall apply.

Where there is any contradiction between the terms set out below and those implied terms set out in Part 3 above, the implied terms in Part 3 shall prevail.

### **Limitations**

Caravans and vehicles and their contents are brought onto or removed from a Traveller Site at the owner's risk.

Any person using a Traveller Site or buildings or facilities sited thereon do so at their own risk. No responsibility can be accepted by the City Council; or its employees for any accident, injury or damage resulting from the misuse of any building, service, utility or equipment provided at the site.

### **Allocation of Plot**

The Allocation of the plot is dependent upon the information given in the occupier's application. If the information given is not true, this will be treated as a breach of these conditions of agreement.

### **CONDITIONS OF AGREEMENT TO OCCUPY A PITCH ON AN AUTHORISED TRAVELLER SITE**

#### **Repairs And Maintenance We Are Responsible For**

1. We will repair and maintain the following items that we have provided upon notice being received by us of the need for repair.
  - a. The structure and outside of day units and amenity blocks (roofs, outside walls, outside doors, window sills, and frames, drains, gutters and outside pipes)
  - b. The inside wall, skirting board, doors, doorframes, floors ceilings and major re-plastering work of the day units or amenity blocks.
  - c. The electrical wiring, sockets and light fittings, water pipers of the amenity blocks or day units.
  - d. Heating equipment (such as wall mounted fan heaters, radiators and storage radiators) and water heating equipment (such as boilers and immersion heaters) contained within the amenity blocks or day units.
  - e. Kitchen and bathroom fixtures (such as sinks, basins, baths, showers and toilets) of the amenity blocks or day units.
  - f. The glass in the day units or amenity blocks
  - g. Pathways and steps which are the main means of getting to your pitch or to the amenity blocks or day units.
  - h. Supporting or retaining walls.

2. We will be responsible for cutting down or trimming large trees within the site, but only if they are causing danger or damage to the amenity block, day unit or to your pitch or to a nearby property
3. We will decorate the outside of the amenity blocks or day units when necessary.
4. With your help and co-operation we will keep in good repair and look after the site, the amenity blocks and the day units.
5. When you ask for a repair, and we agree to it, we will give you a receipt showing when we will carry out the work.
6. We are not responsible for any repair to a caravan or towing vehicle.
7. We are not responsible for the interior decoration of the day units or amenity blocks.
8. We will not repair any damage caused by you, members of your household, visitors or guests to your day units to the amenity blocks or to your pitch that is caused deliberately or through neglect or through carelessness. If we do carry out any such repairs you will be recharged for the costs of carrying out the work.
9. We will not repair any fixtures and fittings, which you have added to the day unit, amenity block or to the pitch, unless we have agreed, in writing, to maintain them before you put them in.

#### **Repairs and Maintenance you are responsible for**

10. You are responsible for any items of repair not listed in conditions 1 to 4 above with respect to the day unit, amenity block or pitch.
11. If you need a repair that we are responsible for you must tell us about this repair as soon as possible.
12. You must look after and maintain the day unit, amenity block and pitch and carry out any repair you are responsible for.
13. You are responsible for the maintenance and repair of any caravan or towing vehicle brought onto the site by you, including responsibility for ensuring the suitability and safety of any electrical or gas installation so as not to cause a nuisance, annoyance or danger to any person present on the site.

#### **Alterations and Improvements**

14. You must not alter or improve the pitch, day unit or amenity block unless you have written permission from the City Council. This includes, but is not limited to
  - a. Putting up an extension.
  - b. Adding to or changing or replacing the fixtures and fittings provided by us.
  - c. Altering essential electricity, water or sewerage services.
  - d. Putting up a radio or television or satellite dish on the outside of the day unit or amenity block
  - e. Decorating the outside of the day unit or amenity block.



- f. Erecting a shed, kennel or fence or similar structure on the site.
- g. Bringing onto the site any caravan without prior permission.

If we refuse to give you permission we will write to you and say why. If we do give permission, this will be conditional on the work being undertaken to an approved standard.

- 15. If work is done without permission or is not undertaken to the approved and recognised standard, we retain the right to either have the addition or alteration removed and the site reinstated or to have the work redone. In either case the costs of any work undertaken by us will be recharged to you.
- 16. On vacating a pitch you should agree in writing with us whether any approved alterations or additions are to be left in situ, or the pitch must be reinstated to the condition it was in prior to the alteration or addition, and leave the pitch in the condition so agreed.

### **Charges: Our Responsibility**

- 17. Any changes to the charges for the pitch or any other facilities will be made in accordance with Sections 16 to 20 in the implied terms in Part 3 of this Agreement.
- 18. The current weekly charge for a pitch will be displayed in the Warden's Office.

### **Rent and Charges: Your Responsibility**

- 19. You must pay your weekly charge for a pitch and all other charges in relation to your occupation of the site when they are due. The weekly charge is due every Monday of each week.
- 20. You are responsible for the payment of any other charges, rates or taxes that relate to your occupation of the site owed to us or to any third party service provider. This includes but is not limited to all water, electricity and sewerage charges.
- 21. It is your responsibility to ensure that you have acquired sufficient electricity cards (where applicable) to ensure continued supply over public holidays and weekends.
- 22. You must not withhold the weekly charge for any reason whatsoever. In particular you must not set off the cost of outstanding repairs that are our responsibility against your obligation to pay the weekly charge.

### **Using the Pitch and Site**

#### **Visitors**

- 23. You must use the caravan on the pitch as your only or principal home.
- 24. You must not part with possession or sublet all of the pitch.
- 25. You may part with possession or sublet part of the pitch to visitors if you have written permission from us. If we refuse to give you permission we will write to you and say why.

26. We will only give permission for a visitor to stay for a maximum of 4 weeks. However written permission for consecutive periods of 4 weeks stay by visitors may be given.
27. Prior to the granting of permission a visitor must agree in writing that all the conditions of this Agreement (as applicable) will apply to the visitor and any member of their family or guests as is they were a party to an Agreement to Occupy during the period of the visit.
28. During the period of a visit, a charge, equal to the weekly charge for the plot, must be paid by the visitor. This is in addition to the normal weekly charge that is paid by the Occupier.
29. If a visitor overstays on the pitch without the prior permission of the City Council, an application may be made to Court to terminate this Agreement in accordance with the implied terms at Part 3 above.
30. In the event of the Occupier vacating the pitch, the visitor will be required to leave forthwith with his caravan, towing vehicle and any other personal property and will retain no rights or permission in respect of the pitch.

### **General**

31. You, members of your family and any visitors or guests must respect the rights of other people and not do anything (either near your pitch on the site or in the vicinity of the site) that is illegal, immoral or would cause danger, or nuisance or annoyance, including harassment, of other people. If you, members of your family or any visitors or guests break this condition you must pay to use the cost of cleaning up, clearing or making good any damage.
32. You, members of your family and any visitors or guests must not use violent, abusive or offensive behaviour to our employees, agents or contractors. This condition applies on or near the pitch, or on the site on which it is situated, or in any City Council offices or elsewhere.
33. You must not store petrol, paraffin, liquid or bottled gas or other dangerous materials in the day units or amenity blocks. Storage of such materials on the pitch will only be allowed with the prior written consent of the City Council. You must take all reasonable precautions to prevent a fire.
34. The storage/use of more than one caravan, on any pitch is subject to the written permission of the City Council. You must not keep any boat, trailer, horsebox or towing or other vehicle etc. on the pitch or site, if the size or condition of location of it is contrary to the amenity of the site.
35. You must not use the pitch or any of the land comprising the site to store, load or unload scrap metal or to strip down vehicles or persistently repair them.
36. You must not engage in cable burning or light bonfires or other open fires on the site or pitch or in the vicinity of the site.
37. You must keep the pitch, day unit or amenity block in a clean and tidy condition.
38. You must ensure that domestic waste (and only domestic waste) is placed in the bin provided for each pitch and ensure that the bin is made available for collection.
39. You must not deposit any waste material, waste water or refuse on the site or adjoining land.

## **Keeping of Animals**

40. You must not keep any animal that we consider to be dangerous or which may cause a nuisance.
41. In the event of you owning or using horses, you are responsible for making all necessary arrangements for the off site feeding and stabling of the horses.

## **Running a Business From Your Pitch**

42. You can ask us for permission to run a business from your pitch. We may give permission if we are satisfied that the business will not cause a nuisance or an annoyance to neighbours and other people living in the area, and that you have any planning permission that is required. If we give permission we may withdraw it if your business causes nuisance or annoyance to other people living on or in the area of the site. Any continuation of a business on your pitch without permission or after the withdrawal of permission may result in an application being made to Court to terminate this Agreement in accordance with the implied terms at Part 3 above.
43. If permission to run a business from your pitch is refused or withdrawn you will be expected to reinstate the pitch to the condition it was in prior to the start of the business. We retain the right to have the pitch reinstated and the costs of any work undertaken by us will be recharged to you.

## **Access to Your Pitch**

44. You must allow our employees, agents or contractors to enter the pitch, amenity blocks or day units to inspect, carry out repairs or improvements, service appliances or carry out any of our duties. Our employees, contractors or agents will be able to prove their identity before entering.
45. If it is convenient you may allow our employees, agents or contractors access to your property even if they have not given you notice.
46. Otherwise, we will only enter your pitch after we have given you 14 days notice in accordance with Clauses 12 to 15 in the implied terms at Part 3 above.
47. In respect of Clause 13 of the implied terms at Part 3 above, if we decide that it is necessary, because of an emergency that could cause personal injury or damage to property on the pitch or an adjoining pitch or property, and you do not give immediate access to your pitch or day unit we may take steps to enter, using force if necessary, and without giving notice.

## **Absence from Pitch**

48. You may be absent from your pitch for up to four weeks and reserve occupation rights to it. Absence for longer than this period will be assumed to be an abandonment of the pitch unless we have been notified of the proposed date of your return. If you fail to return on the due date without notification, then we will assume that you have abandoned the pitch.
49. If we reasonably believe that you have abandoned the pitch this may result in an application being made to Court to terminate this Agreement in accordance with the implied terms at Part 3 above.

50. Any charges due to us in relation to the pitch must be paid in advance of the absence.
51. If you abandon a pitch leaving property behind we shall deal with property in accordance with the duty under Section 41 of the Local Government (Miscellaneous Provisions) Act 1982.

### **Ending Your Occupation**

52. If you want to end your occupation of the pitch you must terminate this Agreement by giving notice in writing not less than four weeks' before the date on which it is to take effect in accordance with the implied terms at Part 3 above.
53. You must leave the pitch, amenity block and day units clean, safe, tidy and ready for the next occupier to move into. You must hand all keys into the warden by the end of the 4 weeks' notice.
54. You may have to remove fixtures and fitting that have been added to the pitch and day units and replace them with the kind of fixtures and fittings we use. You will not have to do this if we had agreed to maintain the fixtures and fittings that you put in.
55. If you have altered the pitch or the day unit, even with out permission, we may ask you to restore the property to its original condition if the alteration make the property unsuitable for future occupiers.
56. If you do not replace fittings or restore the property to its original condition when we have asked you to do so, we will do he work and charge you for it.
57. We may charge you if we have to remove rubbish or other items which you have left on the site. We may also charge you for any damage to the site.

### **Termination by the Council**

58. If you fail to comply with any of the conditions set out in this Part 4, we may make an application to Court to terminate this Agreement in accordance with the implied terms at Part 3 above.

### **Notices**

59. Any notice to you the Occupier subject to this Agreement will be considered to have been properly delivered if it is addressed to you and left at your address.
60. Any notice to us must be sent by post or delivered to Gypsy + Traveller Site Management Team, Supported Housing, PO Box 483, M33 ODH

### **Amendment and Revision of the Express Terms**

61. We may from time to time wish to revise these Express Terms. We will ensure that a reasonable period of consultation is undertaken with you regarding any proposed changes and that, where necessary, we obtain your consent prior to any amendments of these Express Terms.

### **Definitions**

**62.** The following are terms and expressions used in the course of Part 4 of this Agreement and the definitions which are to apply to them.

“amenity block” shall mean any building provided on the sites for the exclusive use of a particular Occupier and their visitors or guests for the purposes of bathing, use of toilet facilities, scullery and storage facilities.

“caravan” shall mean any structure designed or adapted for human habitation which is capable of being moved from one place to another (whether by being towed, or by being transported on a motor vehicle so designed or adapted, but does not include-

- (a) any railway rolling stock which if for the time being on rails forming part of a railway system, or
- (b) any tent.

“day unit” shall mean any building provided on the site for the exclusive use of a particular Occupier and their visitors or guests for the purposes of dining, food preparation, washing, bathing and general resort.

“family” shall mean everyone living on the pitch except visitors.

“harassment” shall mean an interference with the peace and comfort of any person in relation to the enjoyment of their pitch or facilities on the site. It includes but is not limited to harassment because of a person's race, sex, sexuality, mental health, physical disability, learning disability, religion or because they have HIV/AIDS.

“Occupier” shall mean any person for the time being holding an Agreement to Occupy a pitch on the site.

“pitch” shall mean that part of the site set out in blue under the attached plan to this Agreement reserved specifically for the placing of a caravan belonging to the Occupier and shall include any day unit or amenity block.

“site” shall mean the travellers caravan site outlined in red on the attached plans.

“us” and “we” and “the City Council” shall mean the City Council being Sheffield City Council of Town Hall, Pinstone Street Sheffield S1 2HH

“visitor” shall mean any person invited onto the pitch by the Occupier who brings with them their own caravan to reside in.

“you” shall mean the Occupier of the pitch. If two or more people are joint Occupiers the word “you” mean each individual Occupier and all Occupiers together. That is, these express terms apply to all the joint Occupiers but each individual Occupier has the rights and responsibilities laid out in these express terms.

## **PLAN**

A plan needs to be attached in accordance with Part 1 clause 5

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