

**Kidacre Park Site Occupancy Agreement  
Leeds City Council Department of Resources and Housing**

**WRITTEN STATEMENT UNDER THE 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 A  
PROTECTED 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 (Leeds City Council) 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 3 applies to transit pitches on local authority and county council Gypsy and Traveller sites.

Chapter 4 applies to permanent pitches on local authority and county council Gypsy and Traveller sites.

The terms that will apply to you are contained in **Part 3** of this document.

These terms 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.

### **Express terms**

**3.** The express terms that are set out in **Part 4** 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**

**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**

**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 citizens advice bureau.

**6.** You can challenge the express terms by making an application to a First Tier Tribunal Property Chamber. You can ask for any express terms of the agreement (those set out in Part 4 of this statement) to be changed or deleted.

**7.** The site owner can also go to a First Tier Tribunal Property Chamber to ask for the agreement to be changed in these two ways.

**8.** The First Tier Tribunal Property Chamber must make an order on terms it considers just and equitable in the circumstances.

### **Six months time limit for challenging the terms**

**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 4 of this statement) are unfair, you can, in accordance with the provisions of the Unfair Terms in Consumer Contracts Regulations 1999([1](#)) 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 First Tier Tribunal Property Chamber. Sometimes there is a time limit for doing so. More information on applications to

the tribunal can be found at <https://www.gov.uk/courts-tribunals/first-tier-tribunal-property-chamber>

or from your local First Tier Tribunal (Property Chamber) 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 First Tier Tribunal Property Chamber.

## **PART 2**

### **Particulars of the occupancy agreement**

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

### **Parties to the agreement**

2. The parties to the agreement will be—

.....

*(insert name and address of mobile home occupier(s)), and*

Leeds City Council, Resources and Housing, Merrion House, Merrion Way,  
Leeds, LS2 8BB.

### **Start date**

3. The agreement will begin on .....

*(insert date it will start – remember 28 days notice unless agreed otherwise)*

### **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 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,

can be made available upon receipt of payment of a fee of £30.

### **Pitch fee**

**6.** The pitch fee will be payable from ..... (*insert date*)

The pitch fee will be payable weekly

The pitch fee is **£.....** payable every Monday in advance.

### **Review of pitch fee**

**7.** The pitch fee will be reviewed on the first Monday in April of each year.

This date is the review date.

### **Additional charges**

**8.** An additional charge will be made for the following matters—

Additional Caravans **£.....**

### **PART 3**

**This Part sets out the implied terms which automatically apply to the agreement under the Mobile Homes Act 1983.**

#### ***Part 1 Schedule 1 Mobile Homes Act 1983 - CHAPTER 4***

Agreements relating to permanent pitches in England on a local authority gypsy and traveller site or a county council gypsy and traveller site

#### **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 sub-paragraph (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.** 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 fee 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 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, 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 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 Office of National Statistics (ONS) or, if that index is not published for a relevant month, any substituted index or index figures published by the ONS;

“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**

### **Leeds City Council 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.**

Dear Occupier

I would like to welcome you to your new Leeds City Council pitch.

Your Occupancy Agreement (the Agreement) and this booklet outline your rights and responsibilities as an Occupier and those of Leeds City Council as a Landlord. Your Agreement is a legally binding contract between yourself and Leeds City Council.

The Agreement will enable you to live in peace and comfort on your pitch and the Council to take effective action against occupiers who break the terms of the Agreement.

May I take this opportunity to wish you long and happy stay as an occupier of a Leeds City Council pitch.

Neil Evans

Director

Department of Resources and Housing

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

**"Pitch"** means the area granted to you under this occupancy agreement including any hard-standing and any amenity building on your pitch.

**"Site"** means the Caravan site on which your pitch is sited.

"Locality" means the local area around the Caravan Site, including local shops, estates, fields and community areas such as parks.

"Your household" means you, anyone who lives with you and any visitors to your pitch.

## **1. YOUR OCCUPANCY AGREEMENT**

### **About your occupancy agreement**

**Make sure you have read and understood the terms and conditions in this booklet and the written statement under the Mobile Homes Act 1983 as together these both form your Occupancy Agreement.**

- 1.1 The pitch and amenity building remains the property of the Council at all times.
- 1.2 **You agree keep to the rules of this Agreement** – but if you do not keep to the rules and the Council wants to take possession of the pitch you would have the right to put your case at a court hearing. A Judge would then decide if we could end the agreement. The Court would only agree that the agreement can be ended if:

1. the court is satisfied that you have broken a term of the agreement;
2. the Council has served a notice to remedy the breach on you;
3. you have not complied with the notice within a reasonable time; AND
4. the Court also considers it reasonable for the agreement to be ended.

OR you are not occupying the pitch as your only or principal home, AND the Court also considers it reasonable for the agreement to be ended.

OR The condition of your mobile home is having a detrimental effect on the amenity of the site AND the Court also considers it reasonable for the agreement to be ended.

- 1.3 **Any Agreement given to someone under the age of 18** is conditional upon a responsible person signing this Agreement on their behalf as trustee. That person accepts that any Notices or demands for payment served under this Agreement can be served on the trustee until the Occupier reaches the age of 18.
- 1.4 **Some of the rights and responsibilities of the Council** under this Agreement may be exercised or provided by other agencies on behalf of the Council. Those agencies may enforce this agreement on the Council's behalf including recovery of any payments due.

### **Ending the agreement**

- 1.5 The Council may serve notice to end the Agreement if:
- a) You have broken a term of the Agreement and after being served with a notice to remedy the breach you have not complied with the notice within a reasonable time, OR
  - b) You are not occupying the pitch as your only or principal home. OR
  - c) The condition of your mobile home is having a detrimental effect on the amenity of the site.

In all of these cases the Council will have to go to Court and will only be able to terminate the agreement if the Court considers it reasonable to do so.

- 1.6 **You may** end the agreement by giving notice in writing 28 days before you want to leave your pitch. This 28 day "notice" time must end on the day of the week on which your agreement commenced or on the Monday and you must return your keys to the Gypsy and Traveller Services, Leeds City Council before 12 o'clock midday on that last day. You may hand your keys in before the "notice" expires but you may be charged the site fee for the whole period.
- 1.7 If you are **Joint Occupiers** any one of you can end the Agreement by giving the Council 28 days notice. That notice will end the Agreement of both/all joint Occupiers. The Council will then use its lettings policy to decide if the other joint Occupier(s)

can stay in the pitch with a new Agreement. There is no automatic right for the other joint Occupiers to stay on the pitch.

### **Succession, Assignment, Exchanging your pitch or moving to another Council pitch**

#### **Succession**

- 1.8 When you die your occupancy agreement may pass onto someone living with you as long as certain conditions are met. These conditions are set out in the Mobile Homes Act 1983 (subject to any future amendments to that legislation) and are:

- That you are occupying the plot as your only or principal home at the time, and
- that the person is living with you at the time you die, and
- that they are either your spouse or civil partner at the time that you die, or a member of your family.

When there is no one living on your pitch who succeeds to occupancy agreement the Council will consider whether to allow any other residents to be granted a new occupancy agreement based on the criteria in the relevant allocation policy and also taking into account the housing need of that individual and/or the current waiting list for plots and the housing needs of other applicants on the waiting list.

#### **Assignment**

- 1.9 You may assign your pitch to someone who would be entitled to succeed to your agreement under the provisions of the Mobile Homes Act 1983 and you must obtain the permission of the Council before you assign your pitch.

#### **Moving to another pitch**

- 1.10 If you wish to move to another pitch you will have to fill in an application form and be considered through the policy for the allocation of pitches.

## **2. OCCUPIER'S RESPONSIBILITIES**

### **The pitch fee**

- 2.1 You must pay the pitch fee (and any other charges as set out in this agreement). Your pitch fee is due weekly on a Monday and it must be paid in advance one week in advance. There are **no** free weeks. You may pay your pitch fee weekly or for any longer period such as fortnightly, four-weekly or monthly but it must be paid at least one week in advance.
- 2.2 You must pay your pitch fee and any other charges due for the property by way of Direct Debit, through the Council's Credit Union Bill Paying Service or by any other method as agreed in writing with the Council.
- 2.3 If you believe that you may be entitled to Housing Benefit, Universal Credit or any other financial support in paying your pitch fee, it is your responsibility to claim this. You must ensure that you provide all the information requested to process your claim and that you notify the relevant authority of any changes of circumstances as required.
- 2.4 If you are joint occupiers you are each responsible for all the pitch fee and other charges and for any arrears. The Council can recover all pitch fee, other charges and any arrears owed for your occupancy agreement from any individual joint occupier. The Council has the choice of which of the joint occupiers it pursues for any sums due.
- 2.5 If you have any difficulty paying your pitch fee you, or someone acting on your behalf, must inform the Council immediately.
- 2.6 If you do not pay your pitch fee, or persistently pay it late, the Council may apply to the court for a possession order that could ultimately result in the termination of your occupancy agreement and everyone living in your home being evicted. The Council can ask the court that you pay the Council's legal costs if it makes an application to the court.
- 2.7 If any money is to be paid to you by the Council as your landlord, for example, as compensation for damage to your property or decorations or for home loss and disturbance, the Council reserves the right to pay that money onto your pitch fee or former pitch fee account if you have any pitch fee arrears or outstanding Court costs on your account.

## **Utilities**

- 2.8 The electricity, gas or water supply will be direct to your pitch. The contract for electricity, gas or water is therefore between the suppliers and you. Payment of your utility bills is NOT included as part of your pitch fee and will not be part of your agreement with the Council. It will be your responsibility to choose your electricity, gas or water supplier and deal directly with them about payments, charges and any problems with the meter and supply.
- 2.9 The Council is not responsible for appliances connected to the power supply unless it provides them. Connecting appliances such as cookers, washing machines and dishwashers to power points is your responsibility and you should make sure this is done by a competent person.
- 2.10 **You must not** tamper with gas, electricity, water supplies, electrical hook up points or with utility meters.

## **Access to the pitch**

- 2.11 The Council may enter your pitch without prior notice between the hours of 9am and 6pm in order to:
- (a) to deliver written communications, including post and notices, to the you or anyone who is living with or visiting you; and
  - (b) to read any meter for gas, electricity, water, sewerage or other services supplied by the Council.
- 2.12 The Council may enter the pitch or amenity building to carry out essential repair or emergency works on giving as much notice to the you (whether in writing or otherwise) as is reasonably practicable in the circumstances. In some cases of emergency this may mean that the Council can enter your pitch without giving notice, and whether or not you are there, in order to inspect the plot and carry out any repairs required to deal with the emergency.
- 2.13 Unless you have agreed otherwise, the Council may enter your pitch for a reason other than one specified in paragraphs 2.11 and 2.12 above only if the Council has given the occupier at

least 14 clear days' written notice of the date, time and reason for the visit.

- 2.14 The rights conferred by paragraphs 2.11, 2.12 and 2.13 do not extend to the mobile home.

### **Using the pitch**

- 2.15 You and your household includes your family and any other people living on your pitch including any adult family members, other adults, children under 18 years old, lodgers, sub-tenants and visitors to your pitch. You are responsible for the behaviour of every person in your household living on or visiting your pitch. You are responsible on the pitch, on surrounding land, in communal areas and in the locality around the pitch including shopping centres, bus shelters, and other public areas.
- 2.16 If you want someone to stay who was not part of your household when you first moved in (temporarily or permanently) you must get the Council's written permission first. This includes children, relatives, friends and guests. We will not refuse permission unless there is a good reason (such as the person being likely to cause a nuisance, overcrowding or breach of other legislation such as fire regulations)
- 2.17 You must use the pitch as your only or main residence. If you don't use the pitch as your only or main residence, we will take action to end your Agreement. The action we will take is set out in Part 3 Paragraph 5 of the Implied Terms and Conditions.
- 2.18 You must not allow the pitch to become overcrowded. If you are unsure about this, ask Gypsy and Traveller Services, Leeds City Council for advice.

### **Visitors**

- 2.19 Visitors are guests who stay for a limited period, whether in your caravan(s) or in their own, on your pitch or elsewhere on the site. No visitor may stay longer than 28 days other than in exceptional circumstances.
- 2.20 You must not be away from your pitch for more than 48 hours when you have visitors staying other than in exceptional

circumstances and you should advise Gypsy and Traveller Services, Leeds City Council in all cases when you have visitors staying on your plot and you will be away overnight.

- 2.21 You must obtain the written permission of Leeds City Council when you have visitors who wish to stay for periods longer than 7 days. We will not refuse permission unless there is a good reason (such as the person being likely to cause a nuisance, overcrowding or breach of other legislation such as fire regulations).
- 2.22 You must ensure that your visitors' caravans are sited in accordance with the Fire Regulations/guidance provided and that the pitch is not made unsafe due to over-occupation. Residents are encouraged to consult with site management where they are uncertain about safety issues.
- 2.23 You are responsible for the behaviour of your visitors and your visitors must also comply with the terms of this occupancy agreement.
- 2.24 Visitors are not permitted to bring any animals to your pitch.

### **Absence**

- 2.25 You must tell Gypsy and Traveller Services, Leeds City Council in writing if you will be away from the pitch for more than 28 days (unless you also have visitors staying in which case you must tell Gypsy and Traveller Services, Leeds City Council if you will be away overnight). This is so we know that you have not abandoned your pitch. You must give your approximate dates of return. You are responsible for charges and the pitch fee whilst you are away. You must provide contact details when you are away from your pitch and have been required to notify the Council of this under this agreement.
- 2.26 You must ensure that the amenity building is secured when you go away from the pitch. The site management may enter in the case of an emergency. The site management does not hold spare keys and therefore may have to force entry.

## **3 COMMUNITY RESPONSIBILITIES**

## **Criminal, nuisance or anti-social behaviour Council responsibilities**

- 3.1 The Council does not tolerate anti-social behaviour and will take action whenever necessary and/or when appropriate.
- 3.2 You must not make malicious or false allegations against another person. If you do this may result in action being taken against you.

## **Your responsibilities**

- 3.3 You or any member of your household or visitors must not carry out any criminal, unlawful or anti-social activity on your pitch, on the site or in the locality of the site.
- 3.4 You or any member of your household must not perpetrate domestic abuse against any member of your household, your ex-partner, or to make anyone who lives with you leave your pitch. Domestic abuse includes harassment, mental, emotional, financial, racist or sexual abuse. The Council may still take action for domestic abuse even if no action is taken by the police. This can include the Council applying for possession of your pitch. This may affect your rehousing.
- 3.5 If you or a member of your household or visitor is convicted of an indictable offence or a serious offence committed on your pitch, on the site or in the locality of the site, or is convicted of an indictable offence related to rioting anywhere in England or Wales, the Council may apply to the Court for possession of the pitch.
- 3.6 You or any member of your household or visitors must not carry out or encourage others to carry out any anti-social behaviour which is conduct causing or likely to cause nuisance, annoyance, harassment, alarm or distress to a person residing, visiting or otherwise engaging in a lawful activity on your pitch, on the site or in the locality of the site. This includes Council employees, agents and contractors and others lawfully in the area, for example, delivery people or utility workers.

This includes behaviour within in you're the pitch, the site, or anywhere in the locality of your property.

3.7 Examples of **antisocial behaviour** include but are not limited to:

- using or threatening to use violence;
- using abusive or insulting words;
- using behaviour, gestures or language that could be considered by any person to be motivated by a hatred of their disability, gender, race, religion or sexuality, or any actions or behaviours meeting the definition of a Hate Crime;
- noise nuisance such as playing loud music, loud televisions, shouting or arguing, banging doors, burglar alarms, DIY work, dog barking;
- making false or malicious complaints about the behaviour of any other person;
- damaging or threatening to damage another person's home or possessions, including spraying or writing graffiti;
- unauthorised spraying or writing graffiti;
- allowing pets or animals to cause noise or other nuisance or fouling, roam or not keeping them under proper control;
- selling, possessing or storing drugs, cultivating or manufacturing, using / abusing drugs or leaving drug related litter and needles;
- using your pitch for unlawful activity;
- dumping rubbish, storing scrap materials or rubbish, setting fires
- playing ball games in the streets or close to someone else's home in a way which causes or is likely to cause a nuisance;
- obstructing any shared areas,
- using technology and/or social media to harass, alarm or distress a person residing, visiting or otherwise engaging in a lawful activity in the locality or an employee of the Council;
- using surveillance equipment or drones in a way that interferes with the privacy of other people in the locality;
- doing anything that interferes with the peace comfort or convenience of other people;
- vehicle repairs and noise or debris arising from vehicle repairs, repairing cars on roads or parking areas;
- parking so as to block access for other people in the locality or emergency services vehicles;
- revving of motor vehicles engines, speeding in motor vehicles in the locality or riding motorbikes and mopeds anywhere other than on the road;
- rioting or engaging in public disorder;
- being convicted of a serious criminal offence, being found by a court to have breached a civil injunction, being convicted for a

breach of a criminal behaviour order (CBO), being convicted for a breach a noise abatement notice or the property being closed under a closure order for anti-social behaviour for more than 48 hours.

- 3.8 Occupiers are expected to engage with mediation services if this is recommended by the Council to resolve any dispute.

### **Council employees/agents**

- 3.9 You or any member of your household must not threaten violence against, harass, verbally abuse or intimidate any Council employee or agent of the Council at your property, in the locality of your property, in any Council office or building or in any part of the Leeds City Council area. This includes all forms of communication including electronic communication and social media and/or encouraging any other person to act on your behalf.
- 3.10 You or any member of your household must not break any of the Council's byelaws. You can see the byelaws on the Council's website.

### **Pets and animals**

- 3.11 You or any member of your household or visitors must not keep or allow any animal in or near the pitch unless this is permitted by the Pets Policy on Leeds City Council Caravan Sites **and** you have prior written permission from the Council. Permission will not be given to keep or allow certain types of animal.
- 3.12 You must keep the number of pets below the permitted number of cats and/or dogs allowed by the policy or the reasonable number of other pets agreed in writing by the Council. Where permission is given this is on condition that cats and dogs are neutered and micro-chipped, unless otherwise agreed in writing by the Council. Dogs must be micro-chipped and information kept up to date as required by the Microchipping of Dogs (England) Regulations 2015.
- 3.13 You or any member of your household are not permitted to allow breeding of any animals on your pitch or to run a business

breeding, selling or advertising for sale animals on or from your pitch.

- 3.14 You or any member of your household are not permitted to use any animals for fighting or other unlawful purposes.
- 3.15 Dogs listed under Dangerous Dogs Act 1991 will not be permitted on your pitch unless they are placed on the index of exempt dogs, the owner signs a responsible dog owner agreement as required and you have written permission from the Council to keep the dog.
- 3.16 Dogs must be accompanied by you or a responsible adult and kept on a lead when in common areas. You must not tether or chain any animal while leaving them unattended other than for very short periods and dogs must never be tethered or chained in common areas. You must not allow dogs to stray and you must abide by any Dog Control Orders and/or Public Space Protection Orders (or equivalent) relating to dogs that may be in force.
- 3.17 You must comply with the terms of the Control of Dogs Order 1992, whereby all dogs in public places are required to wear a collar with identification attached to it, including the owner's name and address.
- 3.18 Any animal on your pitch must not cause or be likely to cause a nuisance, annoyance or disturbance to neighbours or others lawfully in the locality of your pitch. Examples of this include, but are not limited to, fouling in common areas, straying, barking or causing other noise, creating an offensive smell, harming people or other animals, or animal waste not being kept cleared.
- 3.19 You, members of your household or visitors must ensure that any animal kept at your pitch does not prevent an employee, contractor or agent of the Council or other lawful visitor to your property, gaining access to your pitch and that all animals are kept under control to allow such access.
- 3.20 In cases of cruelty to animals or where there is a breach of this occupancy agreement or the Pets Policy for Council owned Caravan Sites, the Council may revoke your permission to keep a pet and give you written notice requiring you to remove any animals from your pitch this will include requiring proof that you

have rehomed your animal responsibly. The Council may also share information with animal welfare charities, the Police and/or the Dog Warden service for example where concerns are raised about animal welfare, neglect or abuse.

- 3.21 You or any member of your household must not leave any animal on your pitch without proper arrangements being made for its care or welfare when you are away from your pitch. You or any member of your household must not leave any animal on your pitch or the site when you move out.
- 3.33 You also agree that in cases where it appears that an animal has been left on the pitch without proper arrangements being made for its care or welfare, or when it appears that you have left an animal on your pitch once you have moved out, then the Council may gain entry to your pitch using the emergency access provisions.
- 3.34 You must not keep or tether horses on the pitch, any Council owned land or on any land in the locality of your pitch or the site, without the express permission of the landowner.

### **Vehicles**

- 3.35 Vehicles must not exceed 10 mph when on the site. Drivers should take note of the fact that children play on the roads within the site and should drive at speeds, which are safe. You are encouraged to ensure that visitors are made aware of this and drive safely when inside the site.
- 3.36 **You must not** keep mopeds, motorbikes or quadbikes inside the amenity building or on communal areas.
- 3.37 If you wish to keep a mobility aid such as a scooter or motorised wheelchair you must get written permission first. This will normally be granted.
- 3.38 **You** (or anyone living with you or visiting the pitch) **must only** park a vehicle or caravan on your pitch or in any parking space designated to you. You must not park a vehicle or caravan anywhere else on the site unless you have a designated parking space on the site for your vehicle. You must not allow any

designated parking space to be used by anyone other than yourself or your household or visitors

- 3.39 You (or anyone living with you or visiting your home) must not park anywhere that would obstruct emergency services.
- 3.40 You or any member of your household or visitors must not repair, maintain or work on any vehicle, caravan, boat or trailer at the property that is not regularly used by you or another occupier of your pitch. You or any member of your household or visitors must not repair such items on any common or shared areas of the site, or on Council owned land within the locality of your pitch.
- 3.41 Any vehicle, caravan, trailer or boat maintenance, repairs or work you any member of your household or visitors carry out must not cause any nuisance to anyone in the locality and must not spoil the appearance of the area. You may only strip down or work on or repair one vehicle at a time. Any remedial work required to the property or locality as a result of the work referred to in this section may be re-charged to you.
- 3.42 You or any member of your household or visitors must not abandon any vehicle, caravan, trailer or boat in the locality of your property. The Council may take steps to remove such abandoned items and may charge the costs of removal to the registered owner.
- 3.43 You or any member of your household or visitors must not park goods vehicles of more than 1500 kg (unladen weight) on the property, garden, common areas, shared areas, or on Council-owned land within the locality of your home.
- 3.44 You or any member of your household or visitors must not park any vehicle registered under a statutory off road notice on common areas, shared areas, or on Council-owned land in the locality of your home and you must only park such vehicles within the boundary of the property on a Council approved hardstanding.

### **Running a business**

- 3.46 You or anyone living with you or visiting the pitch must not run

a business from the pitch without obtaining prior written permission from the Council. When deciding whether to grant permission the Council will consider factors such as any noise or nuisance that may be caused to your neighbours or whether damage is likely to occur to the pitch or the site. Permission will not be granted if it would result in a breach of planning legislation, but it is your responsibility to ensure you are complying with planning and any other legal requirements. Your business must not cause any nuisance to neighbours or anyone lawfully in the locality or your permission may be revoked.

### **Other responsibilities**

- 3.47 You must ensure that you co-operate with any support provider(s) to enable you to maintain your Agreement.
- 3.48 **You** (or anyone living with you or visiting the pitch) **must** co-operate with the Council and your neighbours to keep any communal areas clean, tidy and clear of obstruction.
- 3.49 **You** (or anyone living with you or visiting the pitch) **must not** allow the pitch, communal areas or locality to be used as a scrap yard, scrap metal or rubbish store, vehicle store or tyre store.
- 3.50 **You** (or anyone living with you or visiting the pitch) **must not** put up structures such as fences, walls, sheds, garages or pigeon lofts, dog kennels over 4ft x 3ft in size (approximately 1.25m x 1.00m) - anywhere on the pitch without getting the Council's written permission first. Permission will not be unreasonably withheld.
- 3.51 **You must** make sure your pitch is tidy. For example grass must be cut and hedges trimmed. If the pitch is overgrown – and there is no good reason why you cannot do it – the Council can clear it and charge you for the work. You must not remove any fencing from your pitch or any of the communal areas.
- 3.52 **You must** make sure that the condition of your mobile home is not having a detrimental effect on the amenity of the site.
- 3.53 **You must** only put household refuse/rubbish in containers provided by the council or in bin bags. You must not allow rubbish to accumulate in the pitch or communal areas or in the locality whether or not it is in bin bags. You must not place any

rubbish on other plots, communal areas or onto neighbouring land. You must not place non-recyclable materials in recycling bins.

#### **4. FIRE SAFETY**

##### **4.1 You must comply with any fire safety guidance provided to you by the Council from time to time and any such guidance will form part of this agreement.**

##### **Bonfires**

- 4.2 You or any member of your household or visitor must not light bonfires on your pitch, the site or in the locality. Any fireworks must be used safely and in line with manufacturer's instructions. Fire pits, barbeques, chimneas and braziers must be used in accordance with manufacturer's instructions.

##### **Flammable material**

- 4.3 You or any member of your household or visitors are only permitted to keep bottled gas, paraffin, petrol, LPG, acid or any other hazardous material in safe and secure storage and in suitable storage containers. You can only keep a limited amount of such material which is reasonable for domestic use. You must not keep any such materials in any common areas on the site.

##### **Gas and electricity safety**

- 4.4 You or any member of your household or visitor must not tamper with gas, electricity or water supplies or with utility meters.
- 4.5 You or any member of your household must allow access to your pitch for annual gas safety checks and periodic electrical safety checks.

##### **Smoke and carbon monoxide detectors**

- 4.6 You are responsible for maintaining any battery-operated smoke or carbon monoxide detector and ensuring it is always in good working order. You must not tamper with or damage any smoke or carbon monoxide detector on your pitch.

## **Emergency services access**

- 4.7 You or any member of your household must not obstruct access to emergency service vehicles in any way on your pitch, the site or the locality. You must not park your car in any way that obstructs access for the emergency services and your vehicle may be removed if it is blocking such access.

## **5. REPAIRS AND IMPROVEMENTS**

### **Repairs**

- 5.1 You must report any disrepair or damage immediately to Gypsy and Traveller Services, Leeds City Council.
- 5.2 If the problem you report comes under the Council's responsibilities we will carry out the repairs. If it does not we will give you the opportunity to do the repair within a reasonable time. If you do not carry out the repair we can carry it out and charge you for the cost of doing it.
- 5.3 You are responsible for small repairs to the amenity blocks such as:
- filling of minor cracks in internal plasterwork including preparatory - work for redecoration;
  - lock changes when keys are lost;
  - replacing lost or broken keys;
  - replacing fuses and electric plugs;
  - replacing plugs and chains to sanitary ware;
  - replacing toilet seats;
  - replacing shower cords;
  - replacing clothes lines; and
  - painting and flooring

If you are not sure what is your responsibility, ask at Gypsy and Traveller Services, Leeds City Council

- 5.4 You must allow Council workers or people sent by the Council into the pitch to inspect or carry out repairs. See part 4 paragraph 2.11 – 2.14 and part 3 paragraph 10 – 13 for details of when the Council is entitled to access the pitch.

- 5.5 The Council will 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.

The Council will be responsible for repairing other amenities provided by the owner on the pitch including the amenity buildings or any outhouses and facilities provided by the Council.

The Council will 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 site.

### **Improvements**

- 5.6 **You must not** make improvements, additions or structural alterations to the pitch without getting the Council's written permission first. **You must** not paint the exterior of the amenity building on the pitch or apply any exterior finish such as render without first obtaining the Council's written permission. We will not refuse permission unless there is a good reason.
- 5.7 **You must not** make any installations which may be unsafe or dangerous to anyone. This might include deep ponds or earth removal, removing or knocking down walls or parts of walls.
- 5.8 You must use the correct utility connection points in a safe manner and you must not make any alterations to the utility connection points
- 5.9 If you make an improvement, additions or structural alteration to the pitch without getting our written permission first we can tell you to return the pitch to how it was before or to do works to a satisfactory standard or to do works to make the pitch safe. If you do not, the Council may do the work and charge you for it or if the work is safe to leave in place while you occupy the pitch, it may be removed when you vacate and you will be recharged the cost of this.
- 5.10 **You must not** change the boundaries to your pitch.

- 5.11 **You must not** make any improvements, additions or structural alterations to communal areas.

### **Damage**

- 5.12 **You** (or anyone living with you or anyone visiting the pitch) **must not** damage, deface or put graffiti on the Council pitch, any communal areas or in the locality. You will have to pay for any repair or replacement.
- 5.13 The Council does not insure the contents of the pitch. You are advised to arrange adequate householder's comprehensive insurance cover to protect your possessions.
- 5.14 The Council will not be responsible for any damage to your pitch including decorations or loss from the pitch which happens through fire, Flood, theft, burst pipes or similar events, unless it can be shown that this is caused by the Council's negligence, breach of contract or breach of statutory duty. Note this does not affect the Council's duties to repair set out in this agreement.

## **6 LEAVING THE PITCH**

- 6.1 **You must** tell Gypsy and Traveller Services, Leeds City Council in writing at least four weeks before you want to leave the pitch. This four-week "notice" time must end on a Monday and you must return your keys to Gypsy and Traveller Services, Leeds City Council before 12 o'clock midday on that final Monday. You may hand your keys in before the "notice" expires but you may be charged the occupation charge for the whole period.
- 6.2 **You agree** that Gypsy and Traveller Services, Leeds City Council may accept the keys from some other person where it reasonably appears that the other person is returning the keys on your behalf.
- 6.3 If you leave the pitch after giving notice and fail to return the keys the Council will change the locks and recharge the cost to you.

- 6.4 You will be responsible for paying the pitch fee or a sum equivalent to pitch fee until whichever of the following dates is the latest:
- the date upon which any notice to terminate expires, or
  - the date upon which you leave the pitch, or
  - (in the event of you failing to give written notice or to return the keys) the date upon which the Council takes possession.
- 6.5 When you end your agreement and leave the pitch you must:
- remove all caravans, vehicles, animals, goods, rubbish and possessions from the site,
  - return the amenity building keys to the Council, and
  - remove any sheds or structures you have erected on the pitch,
- 6.6 **You must** leave the pitch, the amenity building and the fixtures and fittings and any furnishings we have provided in reasonable condition when you go. Do not leave any of your belongings or any rubbish behind as the Council will dispose of them in accordance with the Torts (Interference with Goods) Act 1977 and the Local Government (Miscellaneous Provisions) Act 1982 and you will be charged for the reasonable cost of disposal.
- 6.7 **You must** pay your pitch fee in full before you leave. If you cannot clear your pitch fee in full you must ensure that you leave a forwarding address and make an arrangement to pay the balance.
- 6.8 **You must not** leave anybody else living in the pitch when you move out.
- 6.9 **You agree** that if your Agreement is ended because you are not occupying your pitch as your only or main residence the Council may change the locks and take any other appropriate steps to protect the pitch and may dispose of all personal property found on the pitch in accordance with the Torts (Interference with Goods) Act 1977 LGA.
- 6.10 **You also agree** that the Council will recharge you with the reasonable cost of changing the locks, making the pitch safe and disposing of any personal property found on the pitch.

- 6.11 **You also agree** that you will accept any liability to any other person for the loss of any property belonging to such a person and disposed of by the Council following your abandonment.
- 6.12 If you are evicted; or abandon the pitch; or still owe any pitch fee or other charges or money for any other payment due under this Agreement when you move out this may affect how quickly you will be given another Council pitch or other Council accommodation in the future.
- 6.13 If you take up another Council Occupancy Agreement or Occupancy agreement and you still owe money from a previous Occupancy Agreement or Occupancy agreement you agree that those arrears can be transferred from your previous Occupancy Agreement or Occupancy agreement onto your consolidated pitch fee account and you will be expected to clear those arrears in addition to payments of the pitch fee. This applies whether you move directly from one Occupancy Agreement or Occupancy agreement to another (transfer) or whether you left the first pitch/property some time ago.

## **7 COSTS AND LIABILITY**

- 7.1 **You agree** that any reasonable costs or liability incurred by the Council as a consequence of your breach or failure to perform any part of this Agreement will be repayable in full upon your receipt of an invoice from the Council. You also agree that the Council can use any money at any time due from the Council to you towards discharging your liability under this section.

Those things for which the Council will recharge include:

- rectifying any work to the pitch that you have carried out without the necessary written permission of the City Council;
- rectifying damage caused by your actions or misuse of the pitch or by your failure to comply with your repairing duties or failure to maintain your own equipment;
- changing the locks of and otherwise securing the pitch if left abandoned by you;
- your abuse of the emergency repair service for non-emergency repairs;
- replacing missing or broken keys.

### **Variation of Terms of this Agreement**

8. The terms of this agreement (other than those relating to the pitch fee and charges) may be varied under the provisions of the Mobile Homes Act 1983 or by agreement between the Council and the occupier (s)

### **Legislation and Regulations**

9. Any reference to an Act of Parliament or regulation within this tenancy agreement includes any subsequent amendments to such legislation or regulations.

### **Service of Notices**

10. Pursuant to Section 48(1) of the Landlord and Tenant Act 1987 Leeds City Council notifies you that its address for service is Leeds City Council, Resources and Housing, Merrion House, Merrion Way, Leeds, LS2 8BB.

Pursuant to Section 196 Law of Property Act 1925 any Notice required by law to be served on the Occupier or Occupier shall be validly served if it is left at the address shown on the front of this Agreement or if it is posted to that address and not returned by the Post Office.