

Cottingley Springs Site Licence Agreement

Leeds City Council Department of Housing and Environmental Health Services

THIS AGREEMENT IS BETWEEN LEEDS CITY COUNCIL (“The Council”)

and **(“You”)**

(If more than one person signs this Agreement each is responsible jointly and individually for keeping to the terms)

- This agreement commences on.....2010
- This Agreement is for a licence to occupy Plot No.....Cottingley Springs as shown on the attached plan.
- This licence covers one caravan.
- Additional caravans are not allowed, without obtaining permission from the site Management.
- The charge for the licence of one plot and one caravan is £.....every week payable for 48 weeks every year. Each additional caravan is £..... every week
- This Agreement contains the terms of the licence
- There are also other documents which set out rules and information and which you need to read. These are: -

The Site Regulations

Health and Safety Regulations

Fire Regulations

Sample forms and letters requesting permission to alter things such as the number of vans on the plot, or make alterations, improvements or additions to your plot or amenity building are part of your Travellers handbook. The handbook also contain the site rules and regulations, health and safety and the fire regulations. There are also useful telephone numbers and information. Please keep this handbook as a helpful reference.

- You have been given..... sets of keys to the amenity block. You must return these and any extra sets you have had cut when your licence ends.

Applicant: Date:

Joint: Date:

1. Site and plot information

1.1 The plot and amenity building remains the property of the Council at all times and must not be altered without written permission from Leeds City Council. The Site Management will assist you to complete the appropriate application forms.

1.2 No other person can take over the licence agreement without the permission of Leeds City Council. A copy of the site allocation policy can be obtained from the site management.

2. Electricity

2.1 If your plot has been refurbished the electricity supply will be direct to your plot. The contract for electricity is therefore between the electricity suppliers and you. Payment for electricity will not be part of your agreement with the Council.

2.2 It will be your responsibility to choose your electricity supplier and deal directly with them about payments, charges and any problems with the meter and supply.

3. Wiring

3.1 Leeds City Council will be responsible for the wiring to sockets, switches, light fittings and electric cooker points in the amenity block. Normal wear and tear maintenance will be carried out as part of the maintenance of your plot.

3.2 Any alterations must comply with health and safety regulations, and prior permission must be obtained from Leeds City Council in writing. The Site Management will assist you to complete the appropriate application forms.

3.3 The Council is not responsible for appliances connected to the power supply unless it provides them. Connecting appliances such as cookers to power points is your responsibility and you should make sure this is done by a competent person.

4. Water Charges

4.1 You are responsible for paying water charges.

5. What YOU must do under the terms of this licence:

5.1 Pay Charges

You agree to pay the plot charges one week in advance, each Monday. Charges are reviewed annually in April each year. The charges may be increased or decreased.

5.2 Site Rules and Regulations

You agree to adhere to the Site Rules and Regulations, Fire Regulations and the Health and Safety regulations.

5.3 You are responsible for making sure that members of your family and your visitors keep to the site rules and regulations, the Fire and Health and Safety Regulations

5.4 Self employment

If you are self-employed and carry out a business on the site you must ensure that you keep to the rules and regulations, health and safety regulations and fire regulations and make every effort to ensure that your neighbours and other residents are not inconvenienced in any way.

5.5 Emergency Access

You must ensure that the amenity building is secured when you are away from the site. In the case of an emergency the site management can enter. The site management does not hold spare keys and therefore may have to force entry. Any damage caused by the site management will be repaired and/or compensated for at the cost of Leeds City Council.

5.6 Alterations

You must make sure any improvements or alterations to the fabric of the amenity building and hard standing are acceptable to Leeds City Council and written permission must be obtained. The site management will assist you to complete a form provided by them.

6. Absence from the plot

6.1 If you wish to use your caravan to travel and you will be away from the site for more than 28 days and you intend to return you must ensure that the site management know the period of absence, with approximate dates of return. This must be done in order to safeguard the plot from being permanently or even temporarily re-let and you returning to find there is no space for you on the site. You are responsible for charges whilst you are away. A form will be completed by the site management and you should obtain a receipt.

6.2 When you go away you must ensure that the amenity building is secured. The site management will enter in the case of an emergency. The site management does not hold spare keys and therefore may have to force entry.

Any damaged caused by the site management will be repaired and/or compensated for at the cost of Leeds City Council.

6.3 You must remove all livestock, including chickens, horses and dogs from the site during a period of absence.

7. To end the Agreement

7.1 You may end the agreement by giving four weeks' notice in writing to Leeds City Council. The site management will give you a form for this and if you want, will help you to complete it and give you a receipt.

8. When the licence is ended you must

8.1 Remove all caravans, vehicles, animals, goods and possessions from the site.

8.2 Return the amenity building keys to the site management.

8.3 You must remove any sheds or structures you have erected on the plot. If you do the Council may remove them and dispose of them within one month without any liability of the part of the Council.

8.4 You must leave the amenity building and plot in good condition but normal wear and tear is accepted. The Site Management will give you advice about this.

8.5 Remove all rubbish from the plot.

21. Council's Responsibilities

9.1 The Council will ensure the supply of water to the Amenity Block on the plot.

9.2 The Council will try to carry out repairs as soon as reasonably practical. You will receive a written form through the post when a repair has been logged. This will state what the repair is and classify the repair into one of three groups.

E – this is an emergency repair and is usually carried out within 24 hours

P – this is a priority repair and is usually carried out within 4 working days

G – this is a general repair and is usually carried out within 30 working days

If you are unsure when your repair will be done ask the site management

9.3 The Council may not refuse any permission needed under this agreement unreasonably and all reasons will be made known to the resident.

9.4 The Council retains the right to require the occupier(s) to move his caravan from the plot to another plot on site. The Council will give 48 hours written notice to the occupier, stating the reason for the requirement to move.

This right is exercisable:

- u) In the case of an emergency
- v) To allow repairs to be carried out
- w) To allow refurbishment of the site to be carried out.

22. What the Site Management will do

10.1 The site management will assist you in reporting anti social behaviour and take appropriate action where possible to help maintain the Site as a good community for all residents.

10.2 You will be helped to complete standard forms necessary under the terms of the licence. Whenever possible verbal communications will be accepted and confirmed in writing by the site management.

11. The Council may end this Agreement:

By giving four weeks' written Notice to Quit to the Occupier, stating fully the reasons why this Notice to Quit has been issued.

On one of the following grounds

- Breach of the terms of this licence
- Breach of the Site Rules and Regulations, Fire Regulations or Health and Safety Regulations after receipt of a final written warning
- Serious anti social behaviour (the definition of serious anti social behaviour can be found in the Site regulations)
- To change the terms of the licence after consulting the residents in accordance with clause 15 Variation of Terms.

12. Notices

12.1 Any Notices to be served by the Council will be given in writing to you, personally as the licensee.

13. When the licence is ended

14. Breaches of Site Rules and Regulations, Fire Regulations and Health and Safety Regulations.

14.1 The Council is committed to maintaining the Site as a safe and happy community for all who live there. It is also committed to ensuring that residents are made aware of acceptable standards of behaviour and are told when they, a member of their family, or their visitors, fall below these standards.

14.2 On the first occasion that there is a breach of the Regulations the site management will discuss this with you. If the site management believe that a breach has occurred they will give you a **verbal warning**. This warning will be noted on your file and will be valid for 6 months.

14.3 If another breach occurs within 6 months the site management will give you a **written warning**. This will be kept on your file and will be valid for 6 months.

14.4 If another breach occurs within 6 months the site management will give you a **final written warning**. This will be kept on your and will be valid for 6 months.

14.5 If another breach occurs within 6 months the site management will refer the matter to the Director of Housing and Environmental Health Services who may decide to issue a Notice to Quit

14.6 You have a right to inspect your file, to be provided with a copy of it free of charge, and to seek the correction of any facts in the file, which you think are not true. You should first speak to a member of Site Management and if you are still unsatisfied you should write your complaint to "The Director, Department of Housing and Environmental Health Services, Thoresby House, 2A Great George Street, Leeds LS2 8BB".

15. Variation of Terms

15.1 The terms of this agreement may be varied after the following procedures.

- () By written agreement of the Council and the Occupier or
- () And within the terms of Council Travellers Services policy and equal opportunities.

- () And after inviting the occupier to comment on the proposed variation within 28 days or such longer stated period as the Council considers reasonable.
- () Complaints will be dealt with through Leeds City Council's Corporate complaints procedure.

If you wish to give notice or obtain permission for something you want to do you can speak to the site management. You can give verbal information to one of the site managers in normal working hours. The site management will complete a form and give you a receipt. Or you can post written information to "The Director, Department of Housing and Environmental Health Services, Thoresby House, 2A Great George Street, Leeds LS2 8BB".

For help and clarification on any aspect of the licence please speak to the site management or contact the Department of Housing and Environmental Health Services.

Marion Horton, Community Development Consultant and Gill Marshall, Leeds City Council Legal Services wrote this licence, the rules and regulations, health and safety information and fire regulations. We are grateful to the people who took part in the consultation process and commented on the drafts of the document.

Copies are available on tape, in Braille and in large print and form part of a handbook called "Working Together" designed to provide helpful information for Travellers as part of the ongoing Leeds City Council Policy to provide better and improving services, making Cottingley Springs a good community to live in.

If you have any ideas or suggestions for improvement please speak to the Site Managers, Marion Horton or one of the organisations listed in the handbook that provide services to Travellers.

Cottingley Springs Travellers Site Rules and Regulations

The rules and regulations of the site are to help all the Residents to live with privacy and with homes to enjoy in a community where residents and management understand their own, and each other's, rights and responsibilities. The site management welcome the help of residents in making the site a safe and pleasant place to live. The rules and regulations can be updated, amended and altered from time to time with suggestions from the residents and with the agreement of the residents and site management.



The council's property

You must not make alterations to the council's property (including the amenity building, hard standing and drains on his or her plot) without written permission from Leeds City Council. The site management will assist you complete the correct paperwork and give you a receipt.

Access to the plot and amenity building for site management must be allowed for reasonable purposes during daylight hours. Access must be allowed at any time for essential repairs and dealing with an emergency.

You will be responsible for the cost of repairs when caused by misuse or deliberate damage to Council property, (including the amenity building, hard standing and drains on the plot), whether caused by you, a member of your family or by visitors.



Visitors

Visitors are guests who stay for a limited period, whether in your caravan(s) or in their own, on your plot or elsewhere on the site. No visitor may stay longer than 4 months.

You must inform the site management when you have visitors staying for longer than 7 days but less than 28 days.

You must gain written permission of Leeds City Council when you have visitors who wish to stay for periods longer than 28 days. The site management will provide an application form, give any assistance you require and a receipt.

You must ensure that your visitors' caravans are sited in accordance with the Fire Regulations 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.



Vehicles

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.

Vehicles must not be parked so that they block any roads. You are responsible for ensuring that you have sufficient space on your pitch to park their own and visitors' vehicles.



Anti-Social Behaviour and the Law

You and your visitors are asked to remember that the site is a residential area and all residents and visitors have an equal right to quiet enjoyment of their pitch. You must not act in any way which is anti-social or which is, or is likely to cause, a nuisance to any other person. Nuisance includes behaviour that is harmful, offensive, annoying, disagreeable or interferes with the quiet enjoyment of any other person.

Serious anti social behaviour is behaviour, which involves violence or a threat of violence, which causes or is likely to cause significant harm to the victim. This includes racist behaviour or language, using abusive or insulting words, damaging or threatening to damage another person's home or possessions. Nuisance and anti-social behaviour may result in action being taken.

Illegal activities carried out on site may lead both to notification of the police and action being taken by the council, including the risk of removal from the site.



Animals

You must keep your dog on a lead or in a suitable pen and restricted from freely roaming the site. Dogs should not be allowed to harass visitors or other residents, or to foul the public areas of the site. Dogs must not be taken into or allowed into the fenced play area.

All horses and livestock are to be fed and stabled away from the plots and amenity buildings and only in designated areas on the site.

Fire regulations and Health and Safety regulations are provided separately and should be adhered to for the personal safety of residents and visitors

Cottingley Springs Travellers Site

Health and Safety on Site

The Health and Safety regulations have been written as a guidance to help all residents; particularly children to live safely on site. Any alterations and additions you can suggest are welcome. The site management welcome your help in making the site a safe and good place to live.



Use of the pitch and roads

Vehicles should be parked on plots when not in use.

Accommodating visitors on site can lead to overcrowding, pressures on facilities and can also cause Health and Safety problems and fires hazards. It is therefore your responsibility to consider all aspects of safety before allowing visitors to reside anywhere on site. Advice on health and safety can be obtained from the site management.

Static caravans may be brought onto the plot with the permission of the site management. Siting should be carefully considered in relation to the Fire Regulations. Any plumbing or other alterations to the pitch must be checked with the site staff and must be returned as original prior to vacating the pitch.

Tampering with the electricity supplies is not only illegal but also extremely dangerous to everyone, particularly small children.



Activities on site

Breaking up of vehicles and machinery and other activities linked to self-employment may be carried out on site only with regard to the health and safety of everyone and within the fire regulations and other statutory restrictions.

Scrap metal, tyres, wire, trade refuse or waste paper, television sets and similar items may not be stored on site without due care and responsibility towards everyone. Stored items should be placed in an appropriate container, and the fire regulations must be observed.



Pets and other animals

As poultry can cause health problems to some people, they may only be kept and cared for on site in suitable pens. They must not cause a nuisance to other residents or be kept in a manner, which attracts vermin or foxes.

Dogs must be kept on a lead or in a suitable pen and restricted from freely roaming the site. Dogs should not be allowed to harass

visitors or other residents, or to foul the public areas of the site.
Dogs must not be taken into or allowed into the fenced play area.

Cottingley Springs Travellers Site Fire Regulations

The fire regulations have been drawn up with the advice of the Fire Service. The Site Staff welcome your help and advice on ensuring the fire regulations are kept and contribute to the smooth and safe running of the site. Any suggestions for further fire regulations are always welcome.

It must be your responsibility to ensure fire precautions are taken. If you require advice the site management will be pleased to assist you. **IN THE EVENT OF FIRE LIFE SAVING MEASURES ARE A PRIORITY**

Fire insurance is available through Leeds City Council and the site management will be pleased to give you details. The cost of the insurance will be your responsibility.



Safety of individuals

You are responsible for safety precautions inside your caravans, including static caravans, chalets and sheds. You are responsible for keeping smoke alarms (where fitted) in working order.

To ensure the safety of everyone on site you should explain and make sure your visitors know, understand and keep the fire regulations.

In the event of fire, life saving measures should be the priority.

Please ensure that caravans and the amenity block are evacuated, and dial 999 to call the emergency services.

Storage

Gas bottles should be stored in specially designed containers. Gas bottles must not be stored in the amenity blocks. Empty gas bottles must be removed from the plot and stored in the storage compound.

If you store hazardous materials, flammable materials or scrap metal you should make sure they are stored in an appropriate safety container and must not in the amenity block.

Sheds or containers should be sited on plots taking account of fire precautions. Site staff will be happy to advise where required.



Location of caravans

Caravans should be kept as far from each other as possible and not within 6 metres of any caravan on a neighbouring plot, nor within 2 metres of the access road. If this is not physically possible, please discuss the layout of your pitch with the site staff.

Lighting of fires

Outside fires of any kind may only be lit in areas designated by site staff.

Hazardous material, or material which creates hazardous fumes when burnt, may not be burnt at any time on site.



Domestic appliances may only be used for smokeless fuel.
No domestic waste is to be stored anywhere near an open fire.