



**FIRST TIER TRIBUNAL  
PROPERTY CHAMBER  
(RESIDENTIAL PROPERTY)**

**Case Reference** : CAM/38UE/PHR/2016/0001

**Property** : Bayworth Park, Brumcombe Lane,  
Sunningwell, Abingdon OX13 6QX

**Applicant  
Represented by** : Wyldecrest Parks (Management) Ltd  
: Jon Payne of LSL Solicitors

**Respondent  
Represented by** : Vale of White Horse District Council  
: Peter Savill of Counsel

**Date of Application** : 9<sup>th</sup> November 2016

**Type of Application** : Appeal against conditions attached to a  
licence – Section 8 of the Caravan Sites and  
Control of Development Act 1960 (as amended).

**Tribunal Members** : David S Brown FRICS (Chair)  
Helen C Bowers MRICS  
Adarsh K Kapur

**Date of Hearing** : 8<sup>th</sup> May 2017

**Date of Decision** : 17<sup>th</sup> May 2017

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## **DECISION**

**The licence conditions are cancelled and/or varied as set out below.**

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### **Background and Application**

1. Bayworth Park was sold in 2011. Shortly afterwards, Mr Sunderland of Wyldecrest wrote to Vale of White Horse District Council (“the Council”) asking for the licence to be transferred to Wyldecrest. There was correspondence between the parties and some discussions between Mr Sunderland and officers of the Council, during which the Council informed Mr Sunderland that there were some historic breaches of the licence by the previous site owner.
2. Wyldecrest made alterations to the layout and number of units on the site, which caused some concern to the Council, but no action appears to have been taken by the Council to transfer the licence until Wyldecrest submitted an application for

a new site licence on 7<sup>th</sup> October 2015. In August 2016, a draft licence was sent to Wyldecrest who wrote to the Council with a list of concerns about the licence conditions. The Council issued a new licence on 21<sup>st</sup> October 2016, with a schedule dealing with their considerations in respect of Wyldecrest's comments. Some of the conditions had been altered as a result of Wyldecrest's comments.

3. The parties have helpfully prepared a tabulated schedule of the relevant conditions, Wyldecrest's comments and the Council's replies, and we directed that an electronic copy be provided to us, so that we could incorporate it into this decision.

### **The Law**

4. Section 5(1) of The Caravan Sites and Control of Development Act 1960 ("the Act") empowers local authorities to attach to a site licence  
*"such conditions as the authority may think it necessary or desirable to impose on the occupier of the land in the interests of the persons dwelling thereon in caravans, or any other class of persons, or of the public at large and in particular, but without prejudice to the generality of the foregoing, a site licence may be issued subject to conditions –*
  - (a) *for restricting the occasions on which caravans are stationed on the land for the purposes of human habitation, or the total number of caravans which are so stationed at any one time;*
  - (b) *for controlling (whether by reference to their size, the state of repair or, subject to the provisions of subsection (2) of this section, any other feature) the types of caravan which are stationed on the land;*
  - (c) *for regulating the positions in which caravans are stationed on the land for the purposes of human habitation and for prohibiting, restricting or otherwise regulating the placing or erection on the land, at any time when caravans are so stationed, of structures and vehicles of any description whatsoever and tents;*
  - (d) *for securing the taking of any steps for preserving or enhancing the amenity of the land, including the planting and replanting thereof with trees and bushes;*
  - (e) *for securing that, at all times when caravans are stationed on the land, proper measures are taken for preventing and detecting the outbreak of fire and adequate means of fighting fire are provided and maintained;*
  - (f) *for securing that adequate sanitary facilities, and such other facilities, services or equipment as may be specified, are provided for the use of persons dwelling on the land in caravans and that, at all times when caravans are stationed thereon for the purposes of human habitation, any facilities and equipment so provided are properly maintained."*
5. Subsection (2) provides that  
*No condition shall be attached to the site licence controlling the types of caravans which are stationed on the land by reference to the materials used in their construction.*
6. Subsection (3) provides that -  
*A site licence issued in respect of any land shall, unless it is issued subject to a condition restricting to three or less the total number of caravans*

*which may be stationed on the land at any one time, contain an express condition that, at all times when caravans are stationed on the land for the purposes of human habitation, a copy of the licence as for the time being in force shall be displayed on the land in some conspicuous place.*

7. Subsections 2(a), 3(a) and 3(b) deal with fire safety precautions:-

*(2a) Where the Regulatory Reform (Fire Safety) Order 2005 applies to the land, no condition is to be attached to a site licence in so far as it relates to any matter in relation to which requirements or prohibitions are or could be imposed by or under that Order.*

*(3a) The local authority shall consult the fire and rescue authority as to the extent to which any model standards relating to fire precautions which have been specified under subsection (6) of this section are appropriate to the land.*

*(3b) If—*

*(a) no such standards have been specified; or*

*(b) any standard that has been specified appears to the fire and rescue authority to be inappropriate to the land,  
the local authority shall consult the fire and rescue authority as to what conditions relating to fire precautions ought to be attached to the site licence instead.*

8. The Tribunal's jurisdiction in this case arises from section 7 of the Act –

*(1) Any person aggrieved by any condition (other than the condition referred to in subsection (3) of section five of this Act) subject to which a site licence has been issued to him in respect of any land may, within twenty-eight days of the date on which the licence was so issued, appeal to a magistrates' court or, in a case relating to land in England, to the tribunal ; and the court or tribunal, if satisfied (having regard amongst other things to any standards which may have been specified by the Minister under subsection (6) of the said section five) that the condition is unduly burdensome, may vary or cancel the condition.*

*(1A) In a case where the tribunal varies or cancels a condition under subsection (1), it may also attach a new condition to the licence in question.*

### **The Inspection**

9. We inspected the Park before the hearing, in the presence of the parties and their representatives.
10. The site fronts onto a narrow lane, from which it is separated by a timber panel fence. Adjacent to the inner angle of the L-shaped site is a grass field. The site roads are tarmac and in need of resurfacing, which the Applicant stated is in hand.

11. The layout of the pitches is as shown on the plan at page 52 of the bundle, with the exception of pitches 18 and 19 and 1, 1C and 1B, which are shown on the UK Surveyors Ltd plan at page 108; that plan also shows 2 proposed units on pitch 13 and three concrete bases which have been laid along the boundary adjacent to the northern boundary of the field.
12. Electricity to the site is by overhead mains cables. These feed into several boxes which contain electricity meters for the individual homes.
13. The Definitive Map of public footpaths shows a public footpath crossing the site. The plan at page 53 of the bundle shows the line of this footpath, which runs from the southern edge of the access along the southern edge of the roadway and then along the boundary between the park and the field. In the latter section it is not clear from the map whether the footpath lies on the park side or the field side of the boundary. Our inspection revealed that the physical line of the footpath has been diverted, as there is now a section of path running westwards from the west end of the roadway, over a footbridge across a ditch and onto the field to then west.

#### **The Hearing**

14. The hearing was attended by Mr Sunderland of Wyldecrest, Mr Payne, Mr Williams, Environmental Health Officer at the Council and Mr Savill. Suzanne Green of the Council also attended but did not give any evidence.

#### The Site

15. Mr Payne raised a preliminary issue, which is the extent of the site to be licensed. The plan attached to the licence does not include the car park area for which planning permission was granted in August 2014. There was some discussion as to whether or not the car park area should be included in the licence. One of the Council's concerns was that the car park area is in different ownership to the original site.
16. Mr Sunderland stated that Best Holdings, the parent company, owns the whole area and Wyldecrest have a lease of all of it, including the car park area. He undertook to produce to the Council (and copy to the Tribunal) a letter from Best Holdings to confirm this. Mr Williams agreed that if Wyldecrest's lease was confirmed in writing the plan could be amended so that the licence covers the car park area. A letter from Best Holdings (UK) Ltd to that effect was sent on 10<sup>th</sup> May and so we are proceeding with our decisions on the assumption that the car park area is included.

#### Meaning of "unduly burdensome"

17. Given that we may only vary or cancel a licence condition if we are satisfied that it is unduly burdensome, and that this is an issue in several of these objections to licence conditions, we considered it appropriate to ask the parties' representatives to address us on the meaning of that phrase.

18. Mr Payne asserted that it must be read in conjunction with paragraphs 3 and 4 of the Model Standards. The final sentence of paragraph 3 requires local authorities, when deciding whether it is appropriate to apply a model standard, to have regard to *“the benefit that the standard will achieve and the interests of both residents and site owners (including the cost of complying with the new or altered conditions).”* Paragraph 4 states that the standards *“should be applied with due regard to the particular circumstances of the relevant site, including its physical character, any relevant services, facilities or other amenities that are available within or in the locality of the site and other applicable conditions.”*
19. Mr Savill asserted that a condition would be unduly burdensome if it was disproportionately restrictive or was excessively difficult to fulfil.
20. Of course, most if not all, licence conditions will be burdensome to a degree, in that they will place responsibility on the site owner to do or refrain from doing things or specify the way in which they are done. Having considered the representations and the Model Standards and section 5 of the Act, we consider that a licence condition will be unduly burdensome if –
  - (a) It is not necessary or it serves no useful purpose, having regard to paragraphs 3 and 4 of the Model Standards and section 5 of the Caravan Sites and Control of Development Act 1960, or
  - (b) The cost or the amount of work required to comply with the condition is excessive in comparison with the benefit it achieves, or
  - (c) It is impossible for the site owner to achieve compliance with it.
21. As previously mentioned, the parties had set out the licence conditions and their respective positions in tabulated format in correspondence prior to the application, showing the condition in bold and Wyldecrest’s objection in italics, followed by the Council’s response, (some of the conditions shown are as amended following Wyldecrest’s representations). They have provided us with an electronic copy from which we incorporate this information below in a text box for each disputed condition. We will set out thereafter, for each condition, the representations made at the hearing and our decision.

Condition 1(i).

1. **The boundaries and plan of park**
- (i) **The park boundaries shall be clearly marked by a man made or natural feature, in accordance with the attached plan.**
1. *(i) The plan attached is incorrect and does not reflect the boundaries of the park. The area adjacent to no. 1 is now part of the planning unit and several homes, plots and amendments to the layout not shown.*
- 1 (i). The plan is intended to show the park boundary and is in accordance with the plan submitted with the planning application for car parking and it reflects the site boundary well. It is slightly more generous than the previous boundary as the

application for adjacent car parking gave the opportunity to include the whole of unit 19 within the site boundary, as previously it had been sited over the boundary line.

Decision

22. As stated above, the Council agrees to inclusion of the car park land in the licence if Wyldecrest's lease is confirmed. Wyldecrest now accept this condition on that basis and so it shall remain unaltered.

Condition 1(ii)

**(ii) The licensee shall ensure that Vale of White Horse District Council (the council) is provided with a plan showing the current layout of the site. This plan shall be of 1:500 scale and clearly illustrate the layout of the site including all roads, turning areas, parking, communal footpaths, public footpaths, plot boundaries, park homes and plot numbers, and fire points.**

*1 (ii) There is no current requirement for such a detailed plan. The plan submitted to you although out of date, has been sufficient for the Council for decades and there seems no good reason to change this and the requirement to do so is a) unnecessary and b) unduly burdensome. Further, we are not aware of the positioning of public footpaths which is out with our control as are the specifics of plot boundaries which have never been formalised in the majority of pitch agreements are not necessarily known. Fire points are a matter under the Regulatory Reform Fire Safety Order 2005 and not in the jurisdiction of the Council and in any case not a requirement. The provision of a plan is covered by proposed condition 1 (i) and this should be sufficient*

1(ii). The council does not have an up to date plan of the park. The condition seeks to assist the site owner by being clear about what is required. The Model Standards state that a plan of the site shall be supplied to the local authority upon the application for a licence, thereafter whenever there is a material change to the boundaries or layout of the site, or at any other time on the demand of the local authority. The request for a current site plan is therefore entirely reasonable.

Whether or not you were aware of a public footpath crossing the site does not affect the fact that there is one, which needs to be taken account of in the licensing and management of the site. Oxfordshire County Council keeps records of public footpaths on their website, here:

[http://publicapps.oxfordshire.gov.uk/content/publicnet/council\\_services/environment\\_planning/countryside/Map/ROW/row.html](http://publicapps.oxfordshire.gov.uk/content/publicnet/council_services/environment_planning/countryside/Map/ROW/row.html)

Including the location of fire points on site plans is not unreasonable where they are necessary as part of a fire risk assessment of the site.

23. Mr Payne pointed out that Model Condition 1(iii) does not specify a scale for the plan or all of the features required by this condition. There are no communal footpaths. He said that fire points are not relevant as they only

relate to communal areas but accepted that the car park area will be a communal area.

24. He added that to produce a plan with the additional features would incur the cost of another survey.
25. Mr Savill referred to the fact that the Model Standard mentions a plan of suitable quality and asserted that this must include suitable scale. He said the particularity set out in this condition is to be applauded because it makes it clear what is required. All of the requirements fall within the scope of 'structures, features and facilities' mentioned in the Model Standard. If any features are not present they do not have to be included.
26. He pointed out that the Model Standards are not exhaustive, they are for guidance. If a feature is not on the site it will not have to go on a plan.
27. After some discussion, both parties indicated that they would accept amendment to the wording to say "all such roads....as exist on the site".

#### Decision

28. The words "of suitable quality" in the Model Standard indicate that the plan must be of such a scale that all the relevant features can be clearly shown. This does not have to be a scale of 1:500. That part of the condition is not necessary and we therefore delete it.
29. Whilst some of the features specified are not currently present, some changes to the site layout have been made and others are in the offing. It may well be that other relevant features will be introduced at a later date. The specified features therefore serve a purpose and shall be retained. Any additional survey to add them to the plan on page 108 would involve limited work and cost.
30. We vary the condition to -

**1(ii). The licensee shall ensure that Vale of White Horse District Council (the council) is provided with a plan showing the current layout of the site. This plan shall clearly illustrate the layout of the site including all such roads, turning areas, parking, communal footpaths, public footpaths, plot boundaries, park homes and plot numbers, and fire points as exist on the site.**

#### Condition 2(i)

##### **2. Notification of changes to the park**

**(i) No park home shall be brought onto the park unless the site owner has informed the council of its intention to do so in writing at least 28 days before.**

*2(i). It is not a requirement of model standards and unnecessary for the Council to be informed of the removal or addition of homes. The purpose of a mobile home park is*

*just that, for homes to come and go. Further the homes are privately owned and not within our control as to when they are taken off or put on. The Site licence allows for caravans to be stationed on the park and the burdensome condition of having to wait 28 days and even inform the Council is unnecessary. We would also remind the Council that they are unable to attach a licence condition to a mobile home, only to the park.*

2(i). This condition is proposed to seek to assist the operator of the site in avoiding inadvertent non-compliance with site licence conditions when siting mobile homes. This is particularly relevant where old homes that have historic spacing issues are replaced and where there is rearrangement of plots to provide additional park homes.

The model standards are a guide, but are not exhaustive, a local authority may seek conditions beyond the requirements of the model standards where such requirements are reasonable and justifiable. We consider this to be a reasonable addition.

In response to your comments we have removed the requirement to inform the council before a home is removed from the site.

31. Mr Payne pointed out that an occupier can change the home on the pitch at any time. This condition would require reliance on the occupier giving at least 28 days' notice to the site owner and there is nothing in the pitch agreement to require that. If the occupier did not do so the site owner could not comply.
32. Mr Savill explained that the purpose of the condition was to avoid non-compliance with spacing requirements. It is inconceivable that an occupier would change over a home without prior notice to the site owner. He considered 28 days to be a reasonable period of notice but accepted that this is an unusual condition.

#### Decision

33. We have some sympathy with the Council's aim in this condition, especially as they consider that changes to the site already made by Wyldecrest breach the spacing requirements and they have also had experience of Wyldecrest positioning a new home in breach of licence conditions on another park.
34. However, licence conditions must not be used, in essence, for enforcement purposes. In any event, we ask ourselves, what purpose would this condition serve? What would the Council do with the information, other than remind the site owner of licence conditions of which it is already aware? They would presumably not send someone to be in attendance on the site until the replacement unit arrived and then monitor its installation. Even if they did, that person would have no power to direct the installation operations.
35. On balance, we consider that this condition is unduly burdensome, a conclusion which is reinforced by the absence of such a condition in the Model Standards.  
We therefore cancel this condition –

**2 (i) Cancelled.**

Condition 2(ii)

**No changes to the layout of the park; such as laying of a new base or modifying a base, creation of a new road or modifying the position of a road, changes to parking arrangements or repositioning a park home, shall be undertaken unless the site owner has informed the council of its intention to do so at least 28 days before.**

*2(ii). This proposed condition is unclear and goes beyond the scope of Government Model Standards. It is not known what is meant by change in layout as this could cover a multitude of things including erection of a shed, creating a parking space, erecting a fence, porch etc., changing the internal plots. Any condition in this regard could only be required in relation to the communal parts of the site and we would suggest that this is identified by an outline plan. The 28 day period is unreasonably burdensome and may prevent taking actions which may be required quickly to meet with contractual or legal obligations.*

**2(ii) Examples of what might constitute a change in layout have now been included in the condition in order to provide clarity on this matter. The comments above relating to condition 2(i) also apply.**

36. Mr Payne pointed out that this condition, again, goes beyond the Model Standards. An occupier could reposition a home within its pitch or modify the base without notifying the site owner, in which case the site owner could not comply.
37. Mr Savill justified the condition on the same basis as the previous one. He said none of the works referred to are overnight jobs. It would allow the Council to raise any potential breach before it happens. There is a benefit to the condition although he recognised that there was some circularity.
38. Mr Williams was asked if such a condition was imposed by the Council on other sites. He was not able to identify any but said that the Council is upgrading licences across its region. This condition was largely imposed because of the recent history of the site and the other site referred to above.

Decision

39. Our reasoning on this condition is largely as for condition 2(i). In many cases the site owner would simply not be able to comply if the occupier had not given prior notice. The Act imposes on the Council an obligation to enforce licence conditions and a condition such as this could, in some cases, assist with their policing of a site, but we consider that it is unduly burdensome and so we cancel it.

**2(ii). Cancelled.**

Condition 3(i)

**3. Density, spacing and parking between park homes**  
**3(i) No more than 20 park homes are permitted on this park.**

*3(i). Bayworth Park benefits from a planning consent with unrestricted numbers. The artificially low proposed figure of 20 is unduly burdensome and unreasonable given that the park already has 25 plots which can meet with licence conditions. The Council cannot restrict the number of plots on a caravan park by licence for which no planning restriction exists. The condition should be removed, offer no restriction on numbers or propose a figure of at least 30 to allow for the current position and any future development within the planning consent and licence conditions in force without the burdensome need to make an application to vary conditions and pay the appropriate fee.*

3(i). The previous licence was limited to 18 park homes. Since the previous licenced site operator changed, additional units and bases have been placed on and beyond the licensed site by re-orientation of units on plots, or by placing units over or outside the site boundary, in some cases with inadequate separation distances. The council does not want to condone this activity by increasing the number of units permitted on the site beyond the number that can legally be accommodated.

Where it can be demonstrated (in advance of a base(s)/unit(s) being introduced) that additional plots can be accommodated that will comply with the site licence conditions then we will be amenable to amending the licence to include more plots. To date we have not managed to have any constructive dialogue with you regarding your plans for the site, but I hope this will change in the future.

40. Mr Payne asserted that this condition is unnecessary because other conditions limit the number of homes on the site. Also, there are already more than 20 homes there. The Council has not shown that any number over 20 would breach the spacing requirements.

41. Mr Savill referred to the ongoing spacing problems in the site. He referred to the Council's written response and asked us to retain the limit as it is justified.

Decision

42. The fact that the planning permission does not restrict numbers is irrelevant, as is the fact that the previous licence included a limit. We note the current situation with alleged spacing breaches but these are a matter for enforcement action, not for licence conditions.

43. There is no evidence before us that this site cannot properly and legally accommodate more than 20 units. Spacing requirements are imposed by other licence conditions and these will limit the number of units that can be accommodated on the site. This condition is not necessary and we cancel it.

**3(i) Cancelled.**

Condition 3(v)

**3(v) No park home shall be sited within three metres of any public footpath, or two metres of any road or communal car park within the park, or more than 50 metres from such a road within the park.**

*3(v). There is no reason why a park home should be placed any further from a public footpath than a road or footpath within the park. Further this contradicts the condition that a home can be placed within 1m from a boundary. The condition should either read 2 metres, the same as a road or car park, or make no reference to a public footpath, the existence of which may not be known.*

3(v). The original licence stated that all homes should be at least 3m from any road and 1m from the site boundary. Where homes are immediately adjacent to a public footpath we have kept this requirement to ensure the privacy of the occupiers of the mobile homes. Where units are not adjacent to a public footpath we have reduced this distance to 2m. This approach is endorsed by the model standards and tribunal decisions and is consistent with other sites.

44. Mr Payne referred to the fact that the Model Standards do not make any mention of public footpaths. The conditions permit a home to be within 1 metre of a boundary so one could be within 1 metre of the public highway; if there is to be a spacing requirement it should be 1 metre.
45. He also referred to the fact that the public footpath does not now follow the line on the Definitive Map. The characteristics of the site therefore indicate that there should be no public footpath space requirement.
46. Mr Savill pointed out that the Council's concern is privacy. He said it is a matter of common sense. If there should be minimum spacing from the road there should also be minimum spacing from a public footpath.

Decision

47. We realise that Wyldecrest have a problem here in that the legal public footpath is that shown on the Definitive Map, which is different from the route on site. However, this is not an insurmountable problem; application can be made to the County Council either for diversion of the line shown on the Definitive Map or, failing that, for confirmation of the correct line. The Definitive Map is a public document and we would have expected the existence of the public footpath on it to be discovered during pre-contract searches.
48. There is clearly a privacy issue with a public footpath, persons using the path being able to see into homes, and so a minimum space is justified. The same

applies to people walking along the site roadway and we see no reason to differentiate between the two. We therefore vary the condition to make the distance 2 metres.

**3(v) No park home shall be sited within two metres of any public footpath or any road or communal car park within the park, or more than 50 metres from such a road within the park.**

Condition 3(vii)

**3(vii) The following park homes are located with a separation distance of less than 6m and must be moved to ensure that they are not less than 6m from any other home when they are replaced, or if for any other reason are moved; Units 11 and 12, 13 and 14.**

*3(vii). This proposed condition although acceptable in principal, needs to be re worded for clarity and fairness. In its current form it would not allow for example a home that needed to be removed temporarily in an emergency to be returned. Further, other homes are omitted. Suggested wording "Units 3 and 4, 10 and 11, 11 and 12, 13 and 14, 18 and 19 (plus any existing homes at the date of the issue of the licence) that are less than 6 metres and must be spaced at a 6 metre separation distance when replaced"*

3(vii). The wording of this condition does not consider the need to address temporary or emergency situations and I cannot foresee the need to enforce a condition in respect of a genuine emergency or temporary placement.

The condition as worded addresses the historical separation distance contraventions which predate the current operators taking control of the site. The other contraventions which have been identified by the current site operators relate to units that have been placed by the current site operators in contravention of the site licence conditions.

As units were placed in contravention of the site licence conditions by the current site operators they are not considered historical contraventions, but contraventions directly under the control of the current site operators and whilst it is reasonable that a more considered approach may be appropriate in respect of historic contraventions, it is not considered fair or reasonable to take this approach where the current site operators have either deliberately or by not exercising due care placed park homes in contravention of the site licence conditions.

Decision

49. After some discussion at the hearing, the Council accepted that this is an enforcement issue, not one for a licence condition and they consented to the condition being cancelled.

**3(vii). Cancelled.**

50. As a result of this, the reference to 3(vii) in condition 3(vi) needs to be deleted. Condition 3(vi) is therefore varied to read –

**3(vi). Every park home shall be spaced at a distance of not less than six metres (the separation distance) from any other park home.**

Condition 3(viii)

**3(viii) Until park homes specified in (vii above and xi below) achieve a separation distance of 6m:**

**3(viii)a The site licence holder shall ensure that a competent person undertakes an individual fire safety risk assessment (the assessment) of each circumstance where two park homes are placed less than 6m apart.**

**3(viii)b The site licence holder shall be responsible for the implementation and maintenance of all measures deemed necessary by the assessment to ensure that any increased fire risk posed by the reduced separation distance between units is mitigated to an acceptable level (as defined by the competent person).**

**3(viii)c The site licence holder shall ensure that the assessments and control measures are reviewed regularly and on a material change in circumstances by a competent person.**

**3(viii)d A written record of all assessments, control measures and any necessary testing shall be kept by the site licence holder for a minimum of five years and a copy shall be provided to the local authority upon request.**

*3(viii). This proposed condition goes beyond Government Model Standards, is unduly burdensome, unreasonable and unworkable. Fire safety assessments are only required on the communal parts of the site and this proposal refers to plots and homes to which we have no right of access. We would like to see the Fire Officer's advice that you have taken prior to proposing this condition. Please be aware at this time that we now have a Primary Authority Agreement with Hampshire Fire Service and all queries such as this must be referred to them. Further this condition is unnecessary and contradictory as it is covered by condition 3(vii) which allows the homes to remain until replaced. The decision on existing breaches is covered in Government Model Standards and a matter for the Licencing Authority and not the Site Owner.*

3(viii). This condition has been included to cover historical breaches of separation distances where the model standards are not being met, it seeks to provide a low cost low impact route to allow situations that don't comply with site licence conditions to remain for a period provided that the site owner can demonstrate their safety. Once the breaches have been resolved there will be no necessity for these conditions. Fire safety risk assessments under the Fire Safety (regulatory reform) Order 2005 are required to cover all communal areas of the park.

I am not aware of any restriction preventing the local authority from requiring a risk assessment in different circumstances. It is not the local authorities role to 'sign off' non-compliance when responsibility should rest with the company responsible for

managing the site. This approach is endorsed by both the local Oxfordshire Fire and Rescue Service and the Hampshire Fire and Rescue Service who act as your primary authority. A copy of the fire officers' advice which you requested is enclosed.

51. Mr Payne suggested that this condition should be removed as it is unenforceable and unachievable. He referred to the fact that the problem with spacing on units 11-14 is historic. He added that there is no guidance on how to conduct such assessments. BRE research showed that the risk of fire spread depended on the characteristics of the home. Mr Sunderland said that Wyldecrest has no right to access any mobile home and a fire risk assessment would entail cutting into the external fabric of a home to ascertain what materials it was made of. He said he had spoken to a fire officer who said that the assessment required in this condition could not be carried out.
52. Mr Savill acknowledged that the first sentence of the condition should be varied to refer to units 11 to 14. He said that it is not sustainable to say that nothing can be done. There is clearly a fire risk here but the Council was taking a pragmatic approach in trying to accommodate a historic breach.
53. Mr Williams expressed the view that an appropriate expert could make an assessment. He referred us to an email from Pat Rostrum, a Fire Protection and Business Safety Manager with Oxfordshire County Council Fire and Rescue Services Headquarters, to Nathan Cross of Hampshire Fire and Rescue Service, in which he referred to this licence condition, expressed the Oxford Fire and Rescue Service view that it is a reasonable basis for overcoming a difficult situation, and Nathan Cross's reply that the standards proposed form a reasonable framework to guide park managers in confronting a persistent problem for all. Mr Cross supports the risk based approach as the most practicable way of securing the safety of residents.

#### Decision

54. We do not accept that some form of fire risk assessment, albeit limited and based on certain assumptions, cannot be made. It would, for instance, be a reasonable assumption, where physical examination cannot be undertaken, that mobile homes over a certain age are not constructed of Class 1 fire resistant materials. It should certainly be possible for an appropriate expert to recommend risk management strategies.
55. We note the advice contained in the 2016 draft of Mobile Home Historic Spacing Risk Assessment guidance produced jointly by South Oxfordshire District Council and Vale of White Horse District Council. This recognises that whilst historical spacing problems must be addressed, moving old homes that have been in place for many years can cause damage, upheaval and distress to residents and so is considered a last resort. It adds that the Fire Safety (Regulatory Reform) Order 2005 does not require site licence holders to undertake a risk assessment of mobile homes or pitches but the licence holder is under an obligation to manage risks to residents and others on their parks. It recommends that site licence holders undertake an assessment of the risks presented by homes being spaced less than six metres apart and to consider, and where necessary implement and maintain, appropriate control measures

to ensure the risk is managed to an acceptable level. We acknowledge that this document is not Government approved, but its recommendations appear to us to be eminently sensible. We are, after all, looking at a risk to life and limb here.

56. The condition serves the purpose of reducing and managing, as far as is possible, the risk of fire spread and it is justified. This conclusion conforms with the advice of the fire and rescue authorities. We do understand Mr Sunderland's concern that the condition must not require him to do things which are not possible for him to do. We therefore vary the condition to recognise the limitations of access, as follows -

**3(viii) Until park homes on pitch numbers 11, 12, 13 and 14 achieve a separation distance of 6m:**

**3(viii)a The site licence holder shall ensure that a competent person undertakes an individual fire safety risk assessment (the assessment) of each circumstance where two park homes are placed less than 6m apart, (within the limitations of the site owner's right of access).**

**3(viii)b The site licence holder shall be responsible for the implementation and maintenance (as far as it is possible for him to do so) of all measures deemed to be practicable and necessary by the assessment to ensure that any increased fire risk posed by the reduced separation distance between units is mitigated to an acceptable level (as defined by the competent person).**

**3(viii)c The site licence holder shall ensure that the assessments and control measures are reviewed regularly and on a material change in circumstances by a competent person.**

**3(viii)d A written record of all assessments, control measures and any necessary testing shall be kept by the site licence holder for a minimum of five years and a copy shall be provided to the local authority upon request.**

#### Condition 3(ix)

**3(ix) Where a park home has retrospectively had additional thermal insulation fitted to the outside and has been clad with class 1 fire rated materials to its facing walls, then the separation distance between it and any adjacent park home may be reduced by the thickness of the insulation and the cladding to a minimum of 5.25metres.**

*3(ix). This condition although agreed in principal excludes all types of class 1 fire retardant, which is in line with Government Model Standards, unless they are thermal. The proposed condition should be amended to include all class 1 fire retardants.*

3(ix). The reason for this condition is to allow the reasonable safe improvement in thermal insulation of a mobile home without having to move it, or for it to fall outside the site licence spacing conditions. We have not changed the wording as rated and retardant have different meanings.

Decision

57. The Council agreed at the hearing that the word 'thermal' is not appropriate here and that this condition should be as per Model Standards paragraph 2(iii). We therefore vary this condition to -

**3(ix) Where a park home has retrospectively been fitted with cladding from Class 1 fire rated materials to its facing walls, then the separation distance between it and an adjacent caravan may be reduced to a minimum of 5.25 metres.**

Condition 3(x)(f)

**3(x) f. Hedges, trees and shrubs where allowed between park homes shall be maintained to prevent spread of fire between adjacent homes.**

*3(x) f. This condition is unduly burdensome and should be removed. Hedges trees and shrubs are by contract the responsibility of owners and not in the control of the licence holder.*

3(x) f. The licence holder has responsibility for the site safety and amenity. This is a park management issue. The licence holder would normally be expected to have this matter covered by the general contractual arrangements with the occupier.

58. Mr Payne stated that the objection to this condition is that hedges trees and shrubs on pitches are not in the control of the site owner.
59. Mr Savill reiterated the Council's written response. He said the site owner could write to occupiers and issue warnings.

Decision

60. We asked Mr Williams if advice had been sought from the fire and rescue authority on this condition. He said it had not. We fail to see how a tree, hedge or shrubs can form an effective fire spread barrier. Indeed, there are some types of hedge that are in themselves flammable. There is no evidence that this condition serves a useful purpose and so we cancel it.

**3(x) f. Cancelled.**

Condition 3(x)(g)

**3(x)g. Private cars may be parked within the separation distance, provided that they do not obstruct entrances or access to the park home, and they are at a minimum of three metres from an adjacent park home in separate occupation.**

*3(x) g) In relation being in a minimum of 3 metres from an adjacent park home, the words "in separate occupation" should be added or it could be taken that a car could not be parked adjacent to the occupiers own home.*

3(x)g The wording of the licence had been amended accordingly.

Decision

61. At the hearing Wyldecrest agreed to the amended wording, as above, so the amended condition shall remain unaltered.

Condition 4(iii)

**4. Roads, gateways and overhead cables**

**4(iii) All roads shall have surface water and storm drainage sufficient to prevent ponding.**

*4(iii) It is not known what British Standards or codes of practice refer to surface water drainage. This condition is unnecessary and duplicates proposed condition 12(i). Alternatively it should read "efficiently drained" rather than referring to British Standard or codes of practice.*

4(iii) Wording of condition amended. Model Standard 11 (iii) refers to BS, EU and current standards. Condition 12(i) is a general drainage condition based on this, 4(iii) is specific to road drainage and the provision for storm drainage.

Decision

62. At the hearing, Wyldecrest agreed to the amended wording in the licence, at page 21 of the bundle. This conforms with the Model Standards and we make that variation.

**4(iii) All roads shall have surface water and storm drainage.**

Condition 4(viii)

**4(viii) Vehicular access and all gateways to the site shall be a minimum of 3.1 metres width and have a height clearance of 3.7 metres.**

*4(viii) This condition is impractical as it is dealing with an existing site. The condition is therefore unduly burdensome and should be removed alternatively should refer to "new roads".*

4(viii) The road widths specified are based on the need for access for emergency vehicles and are less than the previous site licence which had a condition that roads should be not less than 4m wide. This standard is considered reasonable.

Decision

63. It was accepted at the hearing that the existing vehicular access onto the site is more than 3.1m wide and headroom exceeds 3.7m. Both parties agreed to the varied condition below.

**4(viii) The vehicular entrance and all vehicular gateways to the site shall be a minimum of 3.1 metres width and have a height clearance of 3.7 metres.**

Condition 4(ix)

**4(ix) Roads shall be maintained in a good condition.**

*4(ix) It is unclear as to what standard are being referred. This condition is unnecessary as it is covered by other conditions.*

4(ix) The condition has been amended to follow the wording in the model standards.

Decision

64. At the hearing Wyldecrest agreed to the amended wording, as above, so the amended condition shall remain unaltered.

Condition 4(x)

**4(x) Cable overhangs must meet the statutory requirements.**

*4(x) This condition is unnecessary as it is a statutory requirement and potentially will create parallel offences.*

4(x). This condition is taken directly from the model standards.

65. Mr Payne asserted that this condition is unclear. The condition should set out what the relevant standards are. In any event, the overhead cables are not in the site owner's ownership and the site owner cannot compel the electricity supplier to move the cables.
66. Mr Savill replied that the site owner is required to keep abreast of statutory requirements. If necessary the site owner would have to take the matter up with the electricity supplier. There has to be a means by which the Council can provoke some action.

Decision

67. We note that this condition is taken from the Model Standards.
68. As far as the existing electrical supplier is concerned, if it were to introduce cables below the recommended height the Council needs a means by which it can intervene and this condition gives it that means. If at any time in the future the site owner decides to provide any electrical supply, either to homes or common parts, this condition will apply. We do not find that this condition is unduly burdensome and so it will remain unaltered.

#### Condition 4(xi)

**4(xi) A speed limit of 10mph must be displayed on site with the provision of such traffic calming measures (e.g. speed-humps) as necessary to encourage compliance.**

*4 (xi) Traffic calming measures cannot reasonably ensure compliance of a speed limit and this proposed condition should be removed. Adhering to the speed limit is a contractual requirement which if breached could result in termination. It is simply not possible to police this and is therefore unduly burdensome. Further this proposal exceeds Government Model Standards requirement.*

4(xi).The wording of this condition has been amended. The requirements for traffic calming measures refers to such measures where necessary.

69. Mr Payne pointed out that paragraph 36 of the annex to the Model Standards refers to traffic calming measures for large sites. This is a small site and only needs a 10mph speed limit with signage. Mr Savill agreed that the reference to traffic calming measures can be deleted.

#### Decision

70. We vary the condition accordingly, to -

**4(xi) A speed limit of 10mph must be displayed on site.**

#### Condition 6

##### **6. Lighting**

**6 Roads, communal footpaths and pavements shall be lit to allow the safe movement of pedestrians and vehicles around the site during the hours of darkness.**

*6.The words "in accordance with current British Standards or codes of practice" are not understood and go beyond Government Model Standards. They are not required, therefore unduly burdensome and should be removed.*

6. The wording has been altered to reflect the wording in model standards.

71. The words objected to have been removed. Mr Payne considered that reference to footpaths and pavements should be deleted as there are none on the site.
72. Mr Savill replied that where there are none the condition does not apply and so it is not unduly burdensome.

#### Decision

73. The fact that a condition will not apply to features mentioned which do not exist on the site is not, in itself, a reason for retaining reference to those features. It is no justification to say that as there is no need to comply and so it is not unduly burdensome. The condition must serve a useful purpose.
74. In this case, there are no footpaths or pavements on the site at the moment but we know that some changes to the site layout are under way and it is possible that others may be effected in the future which entail creation of a footpath or pavement, which will require lighting. We are mindful of the fact that the line of the public footpath remains to be confirmed and if that runs along the estate road it might be thought advisable to provide clearer demarcation on site as a footpath.
75. We find that the condition does serve a purpose and so it will remain as above.

#### Condition 7(ii)

##### **7. Bases**

**7(ii) The base must extend over the whole area occupied by the unit, and must project a sufficient distance outwards from its entrance to enable the occupants to enter and leave safely. The hard-standing must be constructed to industry guidance, current at the time of siting, taking into account local conditions.**

*7(ii) The phrase "and if necessary repaired" should be removed. This goes beyond Government Model Standards and is in any case an implied term of the 1983 Mobile Homes Act so a contractual matter between resident and park owner and not a matter for site licencing. The requirement for industry standards is not clear or understood. Again the base is the responsibility of the site owner and therefore a contractual matter with occupiers.*

**7(ii). This condition has been amended to provide more clarity.**

76. The words objected to have been removed. Mr Payne said that it is not clear what guidance is being referred to. There is no specified standard.
77. Mr Savill pointed out that this condition was lifted from the Model Standards. He referred us to paragraph 43 of the annex to the Model Standards, which

mentions industry guidelines issued by the National Park Homes Council and the British Holiday and Home Parks Association; it also quotes the industry's current standard for bases.

Decision

78. We can see the concern of Wyldecrest that if there is more than one industry standard set by different sectors of the industry they would not know which to follow. For clarification we consider that it would be useful to add reference to the relevant paragraph of the annex and we vary the condition accordingly.

**7(ii) The base must extend over the whole area occupied by the unit, and must project a sufficient distance outwards from its entrance to enable the occupants to enter and leave safely. The hard-standing must be constructed to industry guidance current at the time of siting, (in accordance with paragraph 43 of the annex to the Model Standards), taking into account local conditions.**

Condition 8(i)

**8 Maintenance of common areas including grass, vegetation and trees**  
**8(i) Common areas shall be kept in a clean and tidy condition.**

*8(i) The term "public access" should be amended to read "common areas" otherwise this could apply to any part of a plot.*

8(i) The condition has been reworded for clarity.

Decision

79. At the hearing Wyldecrest agreed to the amended condition, as stated above. As several of the objections to conditions under the main heading of Condition 8 relate to the fact that it is not clear that they refer only to common parts, it was agreed by both parties that adding an explanatory note to that effect to the heading would be useful. We therefore vary it as follows –

**8 Maintenance of common areas including grass, vegetation and trees (for clarification, the following conditions 8(i) – 8(v) only apply to the common areas of the site).**

**8(i) Common areas shall be kept in a clean and tidy condition.**

Condition 8(ii)

**8(ii) Every road, communal footpath and pavement on the park shall be maintained in a good condition; good repair and clear of rubbish.**

*8(ii) This condition is unnecessary and should be removed. Condition 4 and 8(i) already deal with this.*

8(ii) Condition 4 covers roads only and not communal footpaths and pavements. 8(i) deals with common areas but not roads and footpaths specifically. We consider that this condition is reasonable.

80. Mr Payne repeated the point that there are no footpaths or pavements on the site. Mr Savill again responded that the condition is not burdensome if those features are not there and added that they could be installed at a later date.

Decision

81. For the reasons mentioned in relation to condition 6, we consider that this condition is not unduly burdensome and so it shall remain unaltered.

Condition 8(iii)

**8(iii) Grass and vegetation shall be cut and removed at frequent and regular intervals.**

*8(iii) This condition if required should refer to communal parts only.*

8(iii) . The licence holder has responsibility for the site safety and amenity. This is a park management issue. The licence holder would normally be expected to have this matter covered by the general contractual arrangements with the occupier.

82. The same arguments were set out by both sides as for condition 8(ii), as there is no grass or vegetation that is the responsibility of the site owner. The condition would apply if there were such features on common parts in the future and it was agreed that reference to common parts could be added.

Decision

83. Here again, there could be relevant changes to the site layout in the future which introduce grass or vegetation. In addition, grass or vegetation could encroach onto common parts from neighbouring land. The condition is justified and not unduly burdensome. It is subject to the explanatory note in the heading.

Condition 8(iv)

**8(iv) Any cuttings, litter or waste shall be removed from the immediate surrounds of a pitch.**

*8(iv) This condition applies to parts of the park (plots) over which the licence holder has no control so should be removed*

8(iv) . The licence holder has responsibility for the site safety and amenity. This is a park management issue. The licence holder would normally be expected to have this matter covered by the general contractual arrangements with the occupier.

84. Mr Payne questioned the meaning of ‘immediate surrounds’ and asked if it would include cuttings, litter or waste on pitches. If so the site owner would have no control. Also, an occupier could cut a hedge on his pitch and leave the cuttings on the surrounding land.

85. Mr Williams agreed that this condition could be varied to refer to cuttings arising from maintenance activity under condition 8(iii) or 8 (v).

Decision

86. We consider that the phrase ‘immediate surrounds of a pitch’ clearly refers to areas outside the boundaries of a pitch, and is anyway subject to the explanatory note in the heading, but we accept the point about hedge cutting by occupiers and we vary the condition as agreed by the Council.

**8(iv) Any cuttings from maintenance activities under condition 8(iii) or 8(v), and any litter or waste shall be removed from the immediate surrounds of a pitch.**

Condition 8(v)

**8(v), shrubs and hedges on the park shall (subject to the necessary consents) be maintained in a safe condition.**

*8(v) This condition should refer to communal parts of the park*

8(v) . The licence holder has responsibility for the site safety and amenity. This is a park management issue. The licence holder would normally be expected to have this matter covered by the general contractual arrangements with the occupier.

Decision

87. This objection is now covered by the explanatory note in the heading and shall remain unaltered.

Condition 9(i)

**9. Supply & storage of gas and fuel oil.**

**9(i) Gas (including natural gas and liquid petroleum gas (LPG)) and oil installations, and the storage of supplies shall meet current statutory requirements, relevant standards and codes of practice.**

*9(i) This is a statutory requirement therefore unnecessary as a condition as it could create parallel offences.*

9(i) This condition draws explicit attention to statutory requirements and the need to comply and it is reasonable that it should remain, so that action can be taken for breach of condition where requirements are not met.

88. Mr Payne stated that gas supplies are provided by the statutory undertaker and are already governed by statutory requirements so this is creating a parallel offence. The site owner cannot comply with this condition.

89. Mr Savill stated that this condition is as per paragraph 8(i) of the Model Standards and further explanation is provided at paragraphs 51 and 52 of the annex.

Decision

90. We accept that mains gas is supplied direct to each mobile home by the statutory undertaker. There are no lpg or oil installations on the site at the moment but it is conceivable that an occupier could decide to change to using lpg cylinders or oil central heating (if, for instance, it became cheaper than mains gas). The condition does, therefore, serve a useful purpose and, given that it relates to the safety of occupiers and visitors, it is not unduly burdensome.

91. We consider that it would be useful to add to the condition some reference to the Model Standards annex, as it provides relevant information. We therefore vary the condition –

**9(i) Gas (including natural gas and liquid petroleum gas (LPG)) and oil installations, and the storage of supplies shall meet current statutory requirements, relevant standards and codes of practice, in accordance with paragraphs 51 and 52 of the annex to the Model Standards.**

Condition 9(iii)

**9(iii) No LPG cylinders or heating oil tanks shall be sited in the separation distance unless an assessment as detailed in condition 3 viii a-d above is undertaken demonstrating that the situation and the control measures in place do not pose an unacceptable risk.**

*9(iii) This condition is inappropriate. The site owner is only required to carry out a fire risk assessment on communal parts of the site. The positioning of gas bottles on plots is a matter for individual occupiers and not site licencing.*

9(iii) This is a park management issue. This condition only applies where there is storage within the separation distance. In such circumstances it is imperative that such storage does not pose a risk. Hence the need for a risk assessment and the implementation of appropriate measures to address the risk. Site safety is a fundamental part of site management and this requirement is reasonable. It is for the

site manager to ensure that occupiers are aware of this requirement and the need to comply and are compliant.

92. Mr Payne asserted that this comes back to the question of enforceability. Lpg cylinders can appear at short notice. The question of the risk they present is a matter of opinion.
93. Mr Savill countered that oil central heating tanks do not appear overnight. The site owner can notify occupiers of the licence conditions and show due diligence. He also referred to the last sentence of paragraph 28 of the annex to the Model Standards, which states, "*Health and safety matters, such as positioning of gas bottles etc., will also need to be taken into account*".
94. Mr Williams was asked if this condition has been run past the fire and rescue authority. He said he thought it had been approved on other sites.

#### Decision

95. There is clearly a health and safety issue covered by this condition. If gas bottles or oil storage tanks are introduced onto a pitch by an occupier there must be relevant control to prevent them being sited in the separation distance. As it stands, this condition would allow such siting if a risk assessment was carried out; we do not consider that this is appropriate, given the potential level of fire risk. The condition serves its purpose if it simply prohibits siting in the separation distance. We therefore vary the condition as follows –

**9(iii) No LPG cylinders or heating oil tanks shall be sited in the separation distance.**

#### Condition 10

##### **10. Electrical installations**

- (i) On the park there shall be installed an electricity network of adequate capacity to safely meet all reasonable demands of the park homes and other facilities and services within it.
- (ii) The electrical network installations shall be subject to regulation under current legislation and must be designed, installed, tested, inspected and maintained in accordance with the current statutory requirements.
- (iii) Only persons who are competent to do the particular type of work undertaken, in accordance with current relevant statutory requirements, shall carry out any work on electrical installations and appliances.
- (iv) The electrical supply shall be inspected for faults by persons who are competent to do so in line with current legislation and statutory requirements.
- (v) The inspection report or certificate shall be displayed in a prominent location and updated following each inspection and a copy sent to the council within one month of the inspection.

*10. This condition is unnecessary as the electricity is supplied directly by energy suppliers and not resold by the park owner.*

10. I understand that the energy suppliers supply the electricity to the main consumer units in a common housing. From here the electricity is distributed by an electrical cable network to the park homes. These cables are part of the site infrastructure installed by the site owner or his predecessor and the maintenance of this infrastructure reasonably falls to the site owner, along with the maintenance and safety of the common consumer unit housing.

Decision

96. At the hearing, Wyldecrest accepted that condition 19(i) was appropriate and the Council accepted that the remainder should be deleted. The condition is therefore varied to –

**10. Electrical installations**

**On the park there shall be installed an electricity network of adequate capacity to safely meet all reasonable demands of the park homes and other facilities and services within it.**

Condition 11

**11. Water supply**

**11(iv) Work on water supplies and installations shall be carried out only by persons who are qualified in the particular type of work being undertaken and in accordance with current legislation and British Standards or codes of practice.**

*11(iv) There is no requirement for any qualifications to carry out works on water supplies, as there may be on electric and gas. The word "qualified" should be replaced with "competent".*

11(iv) Model standards say 'qualified' in 10(iv).

97. Mr Savill pointed out that this condition is taken from the Model Standards, paragraph 10(iv).
98. Mr Payne questioned 'what standards?' The condition should not impose a standard that is not there.

Decision

99. There are regulations governing water supplies, such as the Water Supply (Water Fittings) Regulations 1999. Compliance with any relevant legislation, British Standards or codes of practice is for the benefit of the occupiers and the condition is justified and not unduly burdensome. The condition shall remain unaltered.

Condition 12(i)

**12. Drainage and sanitation**

**12(i) Surface water drainage shall be provided where appropriate to avoid standing pools of water.**

*12(i) This condition goes beyond Government Model Standards and is in any case unnecessary as it is already dealt with on condition 4(iii).*

12(i) This comes from model standard 11(i-iv). The need for adequate drainage which is properly maintained is reasonable. Condition 4(iii) refers specifically to road drainage. 12 covers surface water and foul water drainage generally.

Decision

100. At the hearing, the Council accepted that this condition should be varied to refer to common parts and this was accepted by Wyldecrest. It shall therefore be varied to –

**12(i) Surface water drainage shall be provided where appropriate to common parts to avoid standing pools of water.**

101. Condition 13(i)

**13. Domestic refuse, storage and disposal**

**(i) Where communal refuse bins are provided these shall be non-combustible and housed within a properly constructed bin store.**

*13(i) An unnecessary condition. It is unduly burdensome and communal bins are not in any case provided.*

13(i) This is taken from Model standard 12. This condition is entirely reasonable where communal refuse bins are provided. Where they are not provided it is not relevant, but should such bins be provided then it would apply. So it should remain.

102. Mr Payne referred to the fact that communal bins are not provided. Mr Savill replied that this condition is lifted for the Model Standards, paragraph 12(i). It is not unduly burdensome as it states 'where provided'.

Decision

103. Here again, it is conceivable that communal refuse bins could be provided at some future time. If they are, the condition serves a useful purpose and is not unduly burdensome. It shall remain unaltered.

104. Condition 15(i), (ii), (iii) and (v)

**15. Notices and information**

- (i) The name of the park shall be displayed in a prominent position at the main entrance to the park.**
- (ii) A large scale site plan showing roads, units and numbers shall be prominently displayed at each vehicle entrance to the park. This shall be large enough and positioned such that drivers of emergency and delivery vehicles can read the road names and numbers of each home on the park without getting out of their vehicles. The plan must clearly indicate any one way roads.**
- (iii) The current name, address and telephone number of the licence holder and manager and emergency contact details shall be displayed in a prominent location on the park.**
- (iv) See below**
- (v) All notices shall be legible and displayed at all times.**

*15(ii) This condition should be removed. It is a new condition and goes beyond Government Model; Standards. No such planning condition would be required in any housing estate and it is unduly burdensome. This can be covered in condition 15(iv) which requires documents to be displayed in a "prominent location" which has been acceptable by the Council for many years. It serves no purpose on a small site with all the homes numbered by residents.*

*15(ii) This is from the model standards. The requirement for a large scale plan to assist emergency vehicles locate addresses in an unfamiliar location is entirely reasonable.*

105. Mr Savill referred to Model Standards paragraphs 15(i) and (ii).

106. Mr Payne reiterated that this condition goes beyond the Model Standards. A scale plan would be sensible for a large and complex site but is not necessary on a small site like this, where all the homes have their numbers displayed. Condition 15(ii) is unduly burdensome.

107. Model Standards paragraph 15(ii) refers to a plan without qualifying it as large scale.

Decision

108. "Large scale" is an imprecise term and is not defined. The purpose of this condition is to enable visitors to the site (including emergency services) to locate the home they require. That is of benefit to the occupiers and provision of a plan is not unduly burdensome. The requirement is for it to be prominently displayed, which is sensible. The requirement for it to be readable from within visiting vehicles goes too far. The requirement to show one way roads is not applicable to this site.

109. Condition 15(ii) should not be removed but we vary it to –

**15**

**(ii) A current site plan showing roads, units and numbers shall be prominently displayed at each vehicle entrance to the park.**

Condition 15(iv)

**15(iv) A copy of the current documents listed below shall be displayed in a prominent location on the park.**

- a. The current site licence and conditions**
- b. The current periodic electrical inspection report**
- c. The park owners certificate of public liability insurance**

*15(iv) b. There is no current inspection report required for this park so should be removed. This can be replaced with a plan of the site showing the position of plots and their numbers.*

**15(iv)b. An inspection report is required to demonstrate the adequacy and safety of the site electrical infrastructure which is the responsibility of the site operator.**

Decision

110. The parties agreed at the hearing that (b) should be deleted. This condition is therefore varied to –

**15(iv) A copy of the current documents listed below shall be displayed in a prominent location on the park.**

- a. The current site licence and conditions**
- b. The park owners certificate of public liability insurance**

Condition 16

**16. Requirement to Comply with the Regulatory Reform (Fire Safety) Order 2005**

**The park owner shall make available the latest version of the fire risk assessment carried out under the Regulatory Reform Order 2005 for inspection by residents and when demanded, a copy of the risk assessment shall be provided to the council when it is undertaken or on request.**

*16. This condition should be reworded. There is no requirement to have a fire risk assessment so the term should read "any" and not "the" fire risk assessment. Under the Regulatory Reform Fire Safety Order it should be made available to those affected. There should be no requirement to be provided to the Council when undertaken, only when requested. An addition to condition 15 (iv) would be more appropriate.*

16. There is a requirement to have a fire risk assessment under the model standards.

Decision

111. The parties agreed at the hearing to add the words 'when one is undertaken'. The condition is therefore varied to –

**16. Requirement to Comply with the Regulatory Reform (Fire Safety) Order 2005**

**The park owner shall make available the latest version of the fire risk assessment carried out under the Regulatory Reform Order 2005, when one is undertaken, for inspection by residents, and a copy of any such risk assessment shall be provided to the council when it is undertaken or on request.**

**D.S.Brown FRICS (Chair)**

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**ANNEX - RIGHTS OF APPEAL**

1. If a party wishes to appeal this decision to the Upper Tribunal (Lands Chamber) then a written application for permission must be made to the First-tier Tribunal at the Regional office which has been dealing with the case.
2. The application for permission to appeal must arrive at the Regional office within 28 days after the Tribunal sends written reasons for the decision to the person making the application.
3. If the application is not made within the 28 day time limit, such application must include a request for an extension of time and the reason for not complying with the 28 day time limit; the Tribunal will then look at such reason(s) and decide whether to allow the application for permission to appeal to proceed despite not being within the time limit.
4. The application for permission to appeal must identify the decision of the Tribunal to which it relates (i.e. give the date, the property and the case number), state the grounds of appeal, and state the result the party making the application is seeking