



## Herefordshire Council

### TRAVELLER CARAVAN PITCH LICENCE AGREEMENT

I / We

Mr/Mrs/Miss	Forename	Surname	Sex	Date of Birth	NI Number

Joint Applicant (Where appropriate)

Mr/Mrs/Miss	Forename	Surname	Sex	Date of Birth	NI Number

Accept the licence of:

Plot Number \_\_\_\_\_

Site Address \_\_\_\_\_

\_\_\_\_\_

With effect from Monday, \_\_\_\_\_

At a current rent of £ 48.00 per week, made up as follows:-

Accommodation Charge £ \_\_\_\_\_

Water Charge £ \_\_\_\_\_

**Total Rent** £ \_\_\_\_\_

- Please note that the rent is payable on a Monday in advance and is reviewed annually in March. Should you believe that you may be entitled to Housing Benefit, you are advised to take this licence to the Housing Benefit Office, Town Hall, Hereford without delay.
- Electricity on the site is provided through a pre-payment meter, cards to operate these meters can be purchased for £5.00 each from the Council Offices, Garrick House, Widemarsh Street, Hereford, or from the Site Officers during their regular scheduled visits.

Any personal information on this Licence Agreement will be held securely by Herefordshire Council. In some cases it may be necessary to share some of this information with other organisations. If this is the case any such sharing of information will be carried out strictly under the terms of the Data Protection Act 1998 and disclosure would be kept to a minimum.

This pitch is provided for the use of yourselves as licensee(s) together with the following persons only:

Family [for the avoidance of doubt this means spouse or partner and children only] (all those who will be living on pitch with applicant)

Full Name	Sex	Date of Birth	Relationship to applicant [see above note]

Caravan Size	If offered a pitch please check the Number of caravans that can be accommodated (maximum of two caravans)
(1)	
(2)	

**Vehicles and Pets**

**Please Note:**

1. The size of pitch or number of caravans may restrict vehicles allowed on the pitch (maximum two vehicles)

Number and type of vehicles
(1)
(2)

Pets

2. No animals, other than cats, dogs and caged birds, may be kept on the site without the written approval of the Council. Dogs should not be allowed to roam and be restricted to Licensees' individual pitch only.

Any other factors that are relevant to this licence

- The rights and duties of both parties are set out in the Terms of Licence for Pitch on a Traveller Caravan Site (attached).
- Please read the agreement carefully.
- If you are joint licensees, the terms 'you' refers to both or each of you.
- Please keep your copy of the Licence Agreement in a safe place.

## THE COUNTY OF HEREFORDSHIRE DISTRICT COUNCIL

### TERMS OF LICENCE FOR PITCH ON A TRAVELLER CARAVAN SITE

In this set of Terms the following expressions have the following meaning:-

The Council:	means the County of Herefordshire District Council or its successors in title.
Caravan:	includes a mobile home/living van fit and suitable for habitation in present state.
The Site:	means the whole area of land owned by the Council comprising the caravan site to which the licence relates.
The Pitch:	means the Pitch as shown in red on the attached map of the site for an individual Licensee.
The Occupier:	in any term hereunder means the Licensee and all named occupants (in writing) in occupation of their particular pitch as shown on the Traveller Caravan Site Licence Agreement.
His/Her:	word importing any gender shall include every gender.
Motor Vehicle:	car/van excluding motorised mobile home.

- Before occupying any Pitch the Licensee shall pay a deposit of **£300.00** or such other sums as the Council considers appropriate. The deposit will be refundable upon termination of the Licence by either party less any amount the Council considers is due to them in respect of damage to the site or arrears or any cost arising from any breach of the terms of the Licence by the Licensee.
- The Licensee agrees to pay the Council a weekly site charge of £42.00 rent & £6.00 water. The Council requires two weeks rent and water to be paid in advance or any such sum as approved and set by the Council. The sum may be varied by the Council at any time by its giving to the Licensee not less than four weeks written notice.
- The Licence permits the Licensee to place one caravan on the Pitch allocated to him. A second residential caravan may be placed on the Pitch with the written agreement and at the prior discretion of the Council's Site Officers. In no circumstances is the licensee to place more than two caravans on the Pitch. This Licence also permits the Licensee to use the Pitch amenity block, (if provided) and to park no more than two motor vehicles on the Site.

Large goods vehicles or trailers are not permitted on site without the written permission of the Council. Only vehicles capable of negotiating under the entrance barrier are normally permitted with a maximum 3.5 tonnes unladen weight

- The Occupier shall pay to the Council the above-mentioned weekly sum which will be collected on the designated day in each week and shall produce to the Council Officer the official Payment Card on demand.

Croft Lane	Monday & Thursday
Pembridge	Monday & Thursday
Bosbury	Monday & Friday
Bromyard	Monday & Friday
Watery Lane	Thursday
Grafton	<b>Monday &amp; Thursday</b>

- The Occupier shall only use the caravan(s) placed on the Pitch for private residential purposes involving occupation by the Licensee and named occupants. The Licensee is not entitled to allow any other person to occupy the Pitch. Lodgers are not permitted.
- All persons occupying the Pitch must be named in the Traveller Caravan Site Licence Agreement.
- Before occupation of the Pitch the Licensee must ensure that the electrical system of any caravan brought on to the Site is safe. The Council will not accept liability for any losses arising from the failure of any electrical system or appliance.
- The Licence shall be a weekly one commencing and terminating at 12 noon on a Monday and may be ended by the Occupier giving not less than 14 days clear notice in writing and by the Council giving not less than 28 days notice in writing. When the Occupier's licence ends he shall at once remove his caravan(s) and belongings from the Site and if he fails so to do the Council may remove them to such a place they think fit and recover the cost from the Licensee. The Council will not be liable for any damage caused to the Occupier's caravan and/or belongings whilst exercising this right.
- Any notice given by the Council to the Licensee shall be deemed to be duly served on the Licensee if addressed to him/her and left at or affixed to the Caravan or the pitch amenity block. The Licensee shall not alter deface or remove any notice relating to any other plot.
- Any notice given by the Licensee shall be deemed to be duly served on the Council if sent by first class post or delivered to the Director of Environment, Herefordshire Council, Brockington, Hafod Road, Hereford.
- This Licence is personal to the Licensee and cannot be transferred.
- The Occupiers shall permit employees of the Council or its agents at any reasonable time access to the Pitch and the amenity block to examine the condition thereof or undertake work whether at the request of the Licensee or not.
- The Occupier at all times shall treat Council employees or agents thereof with courtesy and shall behave reasonably at all times. Any incidences of physical or verbal abuse to officers/agents/vehicles or equipment shall give the Council the right to serve notice of termination on the licensee.

14. The Occupiers shall keep the Pitch and the Site in a clean and tidy condition and shall keep any grass on the Pitch allocated to the Licensee short.
15. The Licensee shall be responsible for payment of charges for the use of electricity through a pre-payment meter installed in the amenity block or adjacent to the Pitch. No extensions of electrical wiring or alteration thereto may at any time be made except by prior arrangement with the Council and the approval of the electricity supply provider. No electrical connections are permitted under any circumstances between Caravans either in separate pitches or off the Site.
16. The Occupier shall respect the rights and privacy of other Occupiers and the Occupiers shall not do, or permit to be done anything in or upon the Pitch, their Caravans(s) or Site, which may be, or may become a nuisance or annoyance to other Licensees. The Occupier shall not do or permit to be done anything in or upon the Pitch, the Caravans(s) or Caravan Site, which may be, or may become a nuisance or annoyance to adjoining owners or occupiers of premises in the vicinity of the Site, **in particular no resident shall threaten or use violence.**
17. The Occupier shall not, without the consent in writing of the Council, erect any structure on the Site or any annexe or extension to their Caravan(s) but may install a television or wireless aerial of a height and position agreed in writing by the Council.
18. The Occupier shall not erect any fence, gate or other means of enclosure without the written permission of the Council.
19. The Occupier shall use refuse sacks. Sacks in use shall at all times be kept in the holder/bin provided. Full sacks shall be removed from the bin holder properly tied down and placed in the designated place ready for collection.
20. The Occupier shall not cut, lop or damage any tree, shrub or hedge growing on or over the site.
21. All persons using the Site must comply with any reasonable request made by the Council Officers and/or its agents.
22. Caravans and their contents are brought onto, left on or removed from the Site at the owner's risk and any person using the Site or visiting any buildings thereon do so at their own risk. Subject to statute law the Council accepts no liability for damage, loss or inconvenience suffered which in any way arises from the use or occupation of the Site by anyone.
23. **Accidental damage.**  
The Licensee will be responsible for any accidental damage however caused to their Pitch, its grounds, buildings, fencing and utilities being the property of the Council.  
  
Any items or equipment damaged must be rectified to its original condition at the expense of the Licensee. Such damage will be properly rectified at the first available opportunity and immediately in circumstances contravening general or specific Health & Safety regulations at that time being in force.  
  
**Criminal or non-accidental damage.**  
It is the responsibility of the Licensee to prevent as far as reasonably practicable any act(s) of criminal damage being caused to the Council's property or their Pitch. The Licensee must report any such damage to the Council's Traveller's Officer immediately upon its discovery. It will also be the Occupier's responsibility to report any such damage to the Police immediately upon its discovery. Failure to do so will render the Licensee liable for any such damage.
24. No scrap or other waste material shall be kept on the Site other than that loaded onto the Occupier's motor vehicle.
25. No animals other than one cat, one dog and one caged bird may be kept by the Licensee, any other animal(s) shall not be allowed on the Site without written permission from the Council.  
  
Any animal so allowed shall at all times be kept under proper control and not permitted to cause nuisance or danger to any other person nor damage the Site or grounds. Dogs must not roam unsupervised on the Site. The Licensee shall be responsible for removing from the Site and properly disposing of any excreta deposited by their animals.
26. The carrying of or use of any airgun, shotgun or firearms of any description including weapons of offence is strictly prohibited on the Site.
27. Car breaking or similar work shall not be carried out on the Site, such work is strictly prohibited.
28. The Occupier shall not cause or permit any open fires to be lit on their Pitch, or within any other area of the Site, without the written permission of the Council.
29. Where outside fire taps are provided by the Council the Licensee shall provide and maintain a tap hose in good condition for effective use in the case of emergency. Occupiers shall provide their own fire extinguishers and fire alarms which, must be properly maintained at all times to the Council's satisfaction.
30. Only two gas containers are allowed on a Pitch at any time and must be for the Occupiers personal use. All containers must be kept in the open air.
31. The Licensee will at all times keep the Caravan(s) on their Pitch in a sound state of repair.
32. All vehicles parked on the Site must be kept in working order.
33. The Licensee is responsible for the internal redecoration of the Pitch amenity block if provided.

34. Nothing in this Licence shall be construed as giving the Licensee exclusive possession of the Pitch on which the Caravan(s) are stationed or the amenity block or any other part of the Site or as creating a tenancy or secure tenancy between the Council and the Licensee.
35. The use of equipment for generating electricity on the Site is prohibited, except in the case of emergency. In an emergency permission must be obtained from the Council.
36. In the interest of accident prevention and pedestrian safety, no vehicle should be driven in excess of 5 m.p.h. on the Site or its access roads.
37. The Council reserves the right to vary, alter or extend the above conditions with 28 days notice.
38. No businesses shall be conducted from the Site without the written approval of the Council and such permission may be subject to conditions.
39. Rent arrears outstanding for more than four consecutive weeks may cause termination of the Licence Agreement and lead to proceedings being taken by the Council for eviction of the Occupier from the Site.
40. The licensee shall ensure that any absence of 13 weeks or more shall be notified to the Council in writing, where possible on the appropriate form. Where a Licensee is already absent from a Site and subsequently extended to 13 weeks or more they shall notify the Council without fail of this fact.

**By signing, you and the Council accept the terms and conditions of this agreement and agree to comply with them.**

**Declaration**

I agree to abide by all the above conditions outlined above and if I fail to honour any of these obligations I understand that the County of Herefordshire District Council have the unreserved right to terminate this Licence Agreement by serving upon me a termination notice. If such a notice of termination is issued upon me or if I am evicted from the Site by a Court Order I shall not be able to apply for a further Pitch Licence within the said County of Hereford for a minimum period of 12 months from the date of my eviction or service of the notice (whichever the later).

Acceptance of an application will be at the complete discretion of the Council.

Signed by Licensee	Dated
Name of Licensee	
Signed on behalf of the Council	Dated
Name of Officer	
Post Held	

- Copy to be retained by the Licensee
- Copy to be retained by the Council

**APPLICATION FOR SECOND CARAVAN ON RESIDENTIAL PITCH**

Name:

Pitch Number:

Site:

Details of Caravan

Make:

Colour and year (if known)

Capacity:                persons

1.     I/we confirm that the above caravan is owned by me/us.
2.     I/we confirm that the caravan will be used for residential purposes only.
3.     I/we confirm that the caravan will only be used by the Applicant(s) and/or their immediate family (ie. Spouse or Partner and Children) who are identified on the site license
4.     I/we undertake to notify the Council as soon as possible as to the details of any change of immediate family who are using the caravan.
5.     I/we understand that the caravan is permitted entirely at the Council's discretion and I/we undertake to comply promptly with any request to remove the caravan made by the Council.

Signed: .....

Dated: .....