

Report

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Report to:	Housing and Technical Resources Committee
Date of Meeting:	25 November 2009
Report by:	Executive Director (Housing and Technical Resources)

Subject:	Pitch Allocation Policy and Occupancy Agreement for the Council's Travelling Person's Sites
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1. Purpose of Report

1.1. The purpose of the report is to:-

- ◆ request approval for the introduction of the new Pitch Allocation policy and Occupancy Agreement (attached at appendices 1 and 2) for the Council's travelling person's sites.

2. Recommendation(s)

2.1. The Committee is asked to approve the following recommendation(s):-

- (1) that the Pitch Allocation Policy and Occupancy Agreement attached at Appendix 1 be referred to the Executive Committee for approval with an implementation date of 1 April 2010.

3. Background

- 3.1. South Lanarkshire Council has two travelling persons sites at Swinhill in Larkhall (21 pitches) and Springbank in East Kilbride (6 pitches).
- 3.2. In 2000, Communities Scotland (the then housing regulator in Scotland) carried out a thematic study of services for gypsies/travellers, with a follow up study in 2005/06. These studies recommended that gypsies/travellers should be able to access pitches in the same way that applicants for housing get houses: through appropriate allocations policies and procedures; giving priority to applicants' needs, and consistent within that area. It further recommended that residents should have a comprehensive tenancy agreement setting out rights, securities and responsibilities that, so far as possible, mirror those of the Scottish Secure Tenancy (SST).
- 3.3. Until now, the Council has operated a date-based 'first come, first served' allocation system at both of its sites. An Occupancy Agreement is currently in place, although this has been revised to align it with the style and layout of the tenancy agreement used in the allocation of housing.
- 3.4. An internal officer group was established to consider and develop the proposed pitch allocation policy and to revise the existing occupancy agreement.

4. Key features of the new policy

4.1. The new policy aims to:-

- Make sure those in most need receive priority
- Be fair and consistent in allocating pitches across the Council's two gypsies/travellers sites
- Ensure equality of opportunity

4.2. Applicants will be queued in 3 priority groups:-

Priority Group 1

- You have a caravan or access to a caravan, which is your principal home, but nowhere to locate it.

Priority Group 2

- You are living on a Council site which is overcrowded
- You are living on a private site
- You are living in a house which is overcrowded

Priority Group 3

- You are living on a Council owned site which is not overcrowded
- You are living in a house that is not overcrowded

Allocations within the groups will be based upon date of application.

4.3. The Policy also details the circumstances in which we may suspend an application for a period of time. These criteria are broadly similar to the suspension criteria applied to housing applications and have only been amended where necessary to suit the particular characteristics of the gypsy traveller site.

5. Occupancy Agreement

5.1. The Occupancy Agreement broadly reflects the tenancy agreement used in our housing allocation system. The Agreement sets out the rights and responsibilities of both the Council and the occupant in relation to occupancy of the site.

6. Next Steps

6.1. The process of developing the new policy has been concluded, subject to Committee approval. The next step, following approval, is to implement the new policy.

6.2. There are currently 31 people on the waiting list across both sites. It is our intention to contact each person to re-assess their application against the revised priority categories. It is proposed that the new policy will be implemented from 1 April 2010, to allow time for this process to be completed and for the necessary forms and publications to be produced by our Corporate Communications Team.

6.3. Supporting procedures will also be developed in advance of the implementation date.

7. Employee Implications

7.1. None.

8. Financial Implications

8.1. None.

9. Other Implications

9.1. None.

10. Equalities Impact Assessment and Consultation Arrangements

10.1. Consultation on the draft Pitch Allocation Policy proposals took the form of two focus groups with residents of both sites on 4 August 2009 (Swinhill) and 10 September 2009 (Springbank). Ten residents in total attended these events to give their views on the policy and occupancy agreement, as well as site investment priorities and preferences for future consultation and engagement.

10.2. A summary of the feedback has been prepared. In general views were that:-

- 1) The aims of the policy were clear and appropriate;
- 2) The priority categories were appropriate. Swinhill residents in particular felt that medical and/or other social needs should also be included in the policy and be the highest level of priority. The group considered this in the development of the policy but found no medical need for anyone to live in a caravan. It is recognised, however, that there may be other reasons for wishing to live on a particular site, e.g. specialist medical or educational facilities nearby, the need to give or receive support to or from a family member. We have therefore included a clause whereby in exceptional circumstances, we may prioritise a particular applicant.
- 3) Residents felt that they should have an input into who gets on the site. However, they accepted the explanation that it would be unfair and unlawful for us to take personal opinions into account.

10.3. An equality impact assessment has been carried out on the recommendations contained in this report and, where issues were identified, remedial action has been taken. The assessment is that the proposals do not have any adverse impact on any part of the community covered by equalities legislation, or on community relations, and the results of the assessment will be published on the Council website.

10.4. The assessment concludes that the policy is targeted at travelling people and while there is a high relevance to race, there is nothing in the policy or any supporting information and evidence to suggest that there will be any negative impact. The consultation with residents of both sites in South Lanarkshire noted above was used to assist officers in coming to this view.

Jim Hayton

Executive Director (Housing and Technical Resources)

15 October 2009

Link(s) to Council Objectives and Values

- ◆ Improve the quality, access and availability of housing

Previous References

None

List of Background Papers

- ♦ An Accommodation Needs Assessment of Gypsies/Travellers in West Central Scotland, July 2007

Contact for Further Information

If you would like to inspect the background papers or want further information, please contact:-

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Gypsies/Travellers Sites – Pitch Allocation Policy

Section 1 Introduction

1.1. Scope of the policy

We have 2 Gypsies / Traveller sites in:-

- Springbank, East Kilbride (6 pitches); and
- Swinhill, Larkhall (21 pitches).

This policy sets out the way in which vacant pitches will be allocated and was approved by Housing and Technical Resources Committee on 25 November 2009.

1.2. Objectives of the policy

The objectives of the policy are to:-

1. make sure that those assessed as being in most need are prioritised;
2. be fair, efficient and consistent in the allocation of pitches; and
3. ensure equality of opportunity in the allocation of pitches.

1.3 Access to Information

All information supplied by you will be held in accordance with the requirements of the Data Protection Act 1998.

You are entitled to access any information in respect of your application. This applies to information held on computer and also to paper or manual files.

The Freedom of Information (Scotland) Act 2002 gives individuals the right to access information held by Scottish public authorities. Our publications scheme provides details of how information can be accessed without having to make a special request. Information which is not included within the publications scheme **may** still be accessed by special request in writing or other permanent form (such as e-mail or fax).

If you wish to exercise these rights you should contact your local Area Services Office to make appropriate arrangements.

1.4 Equal Opportunities

In relation to the allocation of pitches, this policy is consistent with South Lanarkshire Council's Equal Opportunities Policy and aims to ensure that we act fairly and lawfully on all occasions. We will not discriminate against applicants on the grounds of race, colour, ethnic origin, nationality, gender, sexuality, disability, age, religion or other belief.

An Equality and Diversity Impact Assessment has been carried out to ensure that the policy is inclusive and does not unfairly disadvantage any groups within the community.

If you feel that you have been treated unfairly you have the right, through the appeals procedure, to have your case reviewed. Section 4 provides further details on our appeals process.

1.5 Service Standards

A summary of our service standards are set out below. We will:

- process your application within 5 working days of receipt of all necessary information and provide you with an acknowledgement that you have been registered for a pitch;
- acknowledge any letter or email within 2 working days and provide a full response within 10 working days;
- respond in plain English and in a format that suits you including Braille, audio tape, in large print or a different language;
- aim to see you within 10 minutes when visiting our offices and to see you on time if you have an appointment. A private interview room will be provided if required;
- show identification if we visit your home and arrange visits that are convenient to you;
- be polite and respectful at all times.

Section 2 Applying for a Pitch

2.1 Access to the List

If you are aged 16 or over you can add your name to the waiting list for a pitch, providing you are not prevented from doing so by immigration or any other relevant legislation.

Applications can be obtained by:

- contacting either of the site managers directly;
- calling at one of our Q and A offices;
- telephoning a local Area Services Office;
- downloading a form from our internet site.

Contact details are included at Appendix 1.

2.2 How Applicants are Queued

Depending upon your circumstances you will be placed in one 3 priority groups.

Priority group 1

- You have a caravan or access to a caravan, which is your principal home, but nowhere to locate it.

Priority Group 2

- You are living on a council site which is overcrowded;
- You are living on a private site;
- You are living a house which is overcrowded.

Overcrowding is defined as being when there are more vans on your pitch than is permitted. For houses, the definition contained within the Housing Allocation Policy will apply. This is when the house is too small for your households needs (under the terms of the council's occupancy standards).

Priority Group 3

- You are living on a council owned site which is not overcrowded;
- You are living in a house that is not overcrowded.

2.3 Exceptional circumstances

We may, in exceptional circumstances, take other needs into account when prioritising applicants. An assessment of need will be made based on the information included on the application and any other supporting information. Factors we may consider in exceptional circumstances include for example:

Factors	Example
Medical or support	The need to be close to medical/ support facilities.
Social	The need to give/receive care and support to/from family/carers.
Specialist education	The need to be close to specialist education facilities

This list is not exhaustive and does not guarantee a priority decision. In all cases, decisions will be made in a fair and transparent manner.

2.4 Allocations between the priority groups

- i. When a pitch becomes vacant consideration will in the first instance be given to applicant in priority group 1.
- ii. If there is no one in priority group 1 applicants in priority group 2 will be considered.
- iii. If there is no one in either priority groups 1 or 2 consideration will be given to applicants in priority group 3.

Allocations within each group will be based upon date of application. The applicant with the earliest date of application will be eligible to receive the offer of the pitch.

Before we make an offer of a pitch we reserve the right to take account of the needs of the wider community and the impact that the allocation could have on the site.

Section 3

Offers and Penalties

In certain circumstances it may be appropriate to suspend an application for a period of time. Where your application has been suspended you will not be considered for or receive an offer of a pitch during the period of the suspension. A suspension will not affect your date of application.

Set out in the table below are details of the reasons and circumstances which will result in an application being suspended and details of the timescale that the suspension is likely to apply.

	Suspension reasons and circumstances where a suspension will apply	Rules and timescale of suspension
1	<p>Anti-social behaviour</p> <p>- by an applicant or a member of their household</p> <p>The list below provides examples of the types of behaviour that we consider to be anti social. It should be noted that the list is not exhaustive;</p> <ul style="list-style-type: none">• Annoyance, harassment, violent or intimidating behaviour towards staff members, neighbours of their visitors• Criminal convictions related to the occupancy of a site for example: drug dealing, prostitution, fire raising• Extensive damage caused to a landlords property• Any behaviour which has resulted in an Anti-Social Behaviour Order being granted• Any behaviour which has resulted in the grant of an eviction decree• An established and sustained pattern of conduct considered anti-social• Or any other behaviour that we consider to be anti social	<p>Where potential anti social behaviour has been identified and the applicant has an existing application for a pitch, the application will be suspended pending the outcome of the investigation.</p> <p>Where an offer of a pitch has been made to the applicant, the offer will be withdrawn (but held) pending the outcome of the investigation.</p> <p>Where the anti-social behaviour has been established, the period of suspension will be for an initial period of 3 months.</p> <p>Following which the case will be reviewed by the Area Services Manager to determine whether:-</p> <ul style="list-style-type: none">- the applicant can demonstrate their ability to behave in such a way as not to cause harassment, nuisance or annoyance to others.- the household will be able to occupy the site in an acceptable manner.

	Suspension reasons and circumstances where a suspension will apply	Rules and timescale of suspension
		Thereafter the application will either be reinstated or the suspension extended for a further 3 months (depending on outcome of review).
2	<p>Debt owed to South Lanarkshire Council or another local authority</p> <ul style="list-style-type: none"> - attributed to the applicant as a tenant or pitch occupant only within the previous 3 years <p>Suspension will be applied where the applicant has any debt related to a previous site occupancy or former tenancy.</p> <p>Exceptions to this would be where:-</p> <ul style="list-style-type: none"> • the debt as been paid off in full • the level of debt is equivalent to or less than a month's rent • an agreement has been made to pay the debt off and this has been maintained for at least 3 months and is continuing • the debt is not the responsibility of the applicant 	<ul style="list-style-type: none"> • 3 months <p>The suspension will be lifted immediately following full payment of the debt or where an arrangement to pay off the debt has been maintained for 3 months</p>
3	<p>Breach of occupancy condition(s)</p> <p>Suspension will be applied where the applicant is currently resident on a Council owned site and has breached their occupancy conditions. For example;</p> <ul style="list-style-type: none"> • Unsatisfactory condition of pitch, utility unit, common areas, disposal of rubbish, wilful damage, vandalism, control of pets. 	<ul style="list-style-type: none"> • 6 months <p>Suspension should be lifted if the Council is satisfied that the condition of the pitch etc has improved to a satisfactory level.</p> <p>Where there has been a persistent breach of occupancy agreements, the case will be reviewed after 6 months and the suspension either extended or the application reinstated depending on the outcome of the review.</p>

	Suspension reasons and circumstances where a suspension will apply	Rules and timescale of suspension
4	<p>False or misleading information</p> <p>Suspension will be applied where the applicant has deliberately sought to distort information in order to gain advantage over other applicants.</p>	<p>• 6 months</p> <p>Timescales will be set by Area Service Managers relative to the severity of the fraud.</p>

Section 4 Appeals and Complaints

4.1 Allocation appeals

If you feel that you have been treated unfairly under the terms of this policy, you have the right to appeal.

You can appeal against decisions made regarding the following:-

- the priority list you have been queued on;
- the reasonableness of the suspension imposed; or
- the removal of your application from the list.

We operate a two stage appeals process:-

4.2 Stage 1

Appeals should be submitted to the appropriate Area Services Office (Add contact details) and should be made in writing to the Housing Services Manager within 10 working days of the notification of the original decision. Late appeals can be accepted at the discretion of the Housing Services Manager.

The appeal should outline:-

- the decision you wish to appeal against;
- the reasons why you wish the decision reviewed; and
- any background or supporting information relevant to the appeal.

The appeal will be considered by the Housing Services Manager who will:-

- review the original decision;
- consider all material submitted in support of the appeal;
- seek additional information as necessary; and
- issue a written decision within 10 working days

Where the appeal has been unsuccessful, a letter will be issued to you detailing the reasons why the original decision has not been overturned.

4.3 Stage 2

If you continue to be dissatisfied following stage 1, you may submit a further appeal within 10 working days of notification of the outcome of the initial appeal. Late appeals can be accepted at the discretion of the Area Services Manager.

While you may wish to re-submit the information supplied at the stage 1 appeal, you should also provide any further information in support of your case.

The appeal will be considered by an Area Services Manager from outwith the area involved in the original decision. You will be advised in writing of the outcome of the appeal within 10 working days.

Where the appeal is unsuccessful, a letter will be issued to you detailing the reasons why the original decision has not been overturned.

4.4 Removal of applications from the waiting list:

Your application for a pitch will only be removed from the waiting list in the following circumstances:

- You have requested in writing that it be removed from the register;
- We have been notified of your death;
- Your housing need has been met;
- You have failed to respond to the annual review of your application;
- You have persistently failed to respond to our attempts to contact you.

4.5 Monitoring and review of the policy

We will monitor applications and allocations to support the achievement of our policy objectives and to ensure that applications are processed fairly and consistently.

The policy will be reviewed in line with our Policy Review Schedule or changes to any relevant legislation or national/local policies.

Travelling Persons Occupancy Agreement Schedule

1. **Interpretation**
2. **Use of the Pitch and the Common Parts**
3. **Respect for others**
4. **Joint Occupancy or transfer of Occupancy**
5. **Repairs and maintenance**
6. **Ending the Agreement**
7. **Information, consultation and complaints**
8. **General Provisions**
9. **Completion of this Agreement**

1. Interpretation

In this Whole Agreement the following words and phrases have the meanings outlined below except where the context indicates otherwise.

We/us/our – South Lanarkshire Council

You/your- the occupant

Pitch – the pitch and amenity block you occupy as part of your Occupancy Agreement and the fixtures and fittings within it.

Visitor - any person who is visiting you for any length of time whatsoever

Neighbour - any person living in the locality of the pitch

Neighbourhood/Vicinity - the locality of your pitch

Common Parts – any area which you share with occupants of the site.

Whole Agreement - the Occupancy Agreement and the Schedule of Terms and Conditions

Schedule - the Schedule of Terms and Conditions applicable to this Whole Agreement.

Repair - see part 5 of this Schedule.

Harassment - see part 3 of this Schedule.

Controlled Drugs - any produce or substance specified in Schedule 2 of the Mis-use of Drugs Act 1971, the possession and/or supply of which is an offence in the terms of that Act.

Anti – Social - see part 3 of the schedule

Principal Site – the site on which you dwell for the majority of the time

2. Use of the Pitch and the Common Parts

- 2.1 You must move onto the pitch and use it for the majority of the time to site your caravan.
- 2.2 You must not let any persons, other than those detailed in Clause 7 of the Occupancy Agreement, occupy the pitch without the written consent of the Council.
- 2.3 You, those living with you, and your visitors must take reasonable care to prevent damage or injury to :
 - the pitch and amenity unit;
 - the common parts;
 - your neighbours, their property and/or their visitors

In particular:

- before you leave the pitch unoccupied, you must check reasonably thoroughly that there is no risk of damage from fire, water, gas or electricity supplies to the pitch or amenity block;
 - you must tell us in advance if you are going to be away for more than four weeks and your pitch will be unoccupied during that time. If you do not notify us and you are absent for more than four weeks we may take action to recover the pitch;
 - if your pitch is going to be unoccupied for any length of time, where there is a risk of water pipes freezing, you must tell us before you leave.
- 2.4 You and anyone living with you must not run any kind of business from the pitch/site without our prior written permission.
 - 2.5 Keeping of Pets

You have the right, subject to the following conditions to keep one domestic pet e.g. a dog or a cat. The conditions are that –

- keeping the pet is not prohibited by the Dangerous Dogs Act 1991 or by any other law;

- you are responsible for the behaviour of any pets owned by you or anyone visiting you when that pet is on the site;
- you must take all reasonable steps to prevent such pets causing nuisance, annoyance or danger to your neighbours. This includes fouling or noise or smell from the pet or injury caused by the pet;
- you must take reasonable care to see that such pets do not foul or cause damage to the pitch, your neighbours' property, anything belonging to us or anything we are responsible for such as the common parts and common areas.

If you wish to keep more than one pet or any other type of animal you must get our written permission (see part 8) If we grant permission for you to keep additional pets we may impose additional conditions which you will be obliged to adhere to.

- 2.6 You must not use or allow your pitch to be used for illegal or immoral purposes.
- 2.7 No property belonging to you or anyone visiting you should be stored in any of the common parts except in areas set aside for storage. You must not do anything which obstructs, inconveniences or endangers anyone using the common parts. If you do so we will be entitled to remove the property causing the obstruction or inconvenience and charge you for the cost of removing, storing and disposing of it.
- 2.8 Common areas must be left clear to allow access at all times.
- 2.9 You must put all your household rubbish for collection in the bin store or other proper place allocated for it. You must take reasonable care to see that your rubbish is properly bagged. If rubbish is normally collected from the street, it should not be put out earlier than the evening before the day of collection. Rubbish containers should be returned to their normal storage places as soon as possible after the rubbish has been collected. You must comply with the local arrangements for the disposal of large items (such as large electrical items), details of which are available at your local housing office.
- 2.10 You and the other occupants of the pitch must not keep more than two 47kg bottles of liquid petroleum gas in total in your pitch at any one time.
- 2.11 You and the other occupants of the pitch must not keep more than 5 litres of paraffin in total on your pitch. You must take all reasonable precautions to prevent risks (such as fire and explosion) arising from the use or storage of paraffin or other inflammable or dangerous substances on your pitch.
- 2.12 No vehicle, caravan or trailer belonging to you or anyone visiting you may be parked on the site, outwith your pitch area unless:
- that area is set aside for parking; **or**
 - we have given you written permission; **or**
 - it is a public road; **and** in every case
 - it does not cause a nuisance or annoyance to your neighbours.
- 2.13 Nothing belonging to you may be left or stored on our land unless
- the land is set aside for that purpose; **or**
 - we have given you written permission; **and** in every case
 - it does not cause a nuisance or annoyance to your neighbours

3. Respect for others

- 3.1 You and your visitors must not harass or act in an anti-social manner, or pursue a course of anti-social conduct, nuisance or annoyance against any person in the neighbourhood. Such people include residents, visitors, our employees, agents and contractors and those in your pitch.

“Anti-Social” means causing or likely to cause alarm, distress, nuisance, annoyance or actual harm to any person or causing damage to anyone’s property. Harassment of a person includes causing the person alarm, physical or mental harm or distress. Conduct includes speech. ‘A course of conduct’ means conduct on two or more occasions.

- 3.1 You and your visitors, must not do anything or permit anything to be done in your pitch or in the neighbourhood which could reasonably cause nuisance or annoyance to any of our employees, contractors or agents either within the neighbourhood or any other area which amounts to harassment of other people.

- 3.3 In particular, you and your visitors must not:-

- Provide unauthorised access to the site
- cause nuisance or annoyance to any other occupants, your neighbours or any person in the locality including our employees, agents and contractors;
- make noise, in whatever way, which is a nuisance or annoyance. This includes, but is not limited to, the use of televisions, hi-fi’s, radios and musical instruments and DIY tools;
- fail to control any pet or allowing it to foul or cause damage to other people's property;
- run any business from your pitch without permission or if permission has been granted you must not cause nuisance or annoyance;
- allow visitors to be noisy or disruptive;
- use your pitch or allow it to be used for illegal or immoral purposes;
- vandalise or damage any part of your pitch or common parts or neighbourhood;
- leave rubbish in unauthorised places;
- allow your children or the children of your visitors to cause nuisance or annoyance to other people by failing to exercise reasonable control over them;
- park any vehicle, caravan or trailer inconsiderately or storing any unroadworthy vehicle, caravan or trailer;
- carry out work to any type of vehicle, caravan or trailer in a way or place that causes nuisance or annoyance;
- harass or assault any person on the site or locality, for whatever reason. This includes that person’s race, colour or ethnic origin, nationality, gender, sexuality, disability, age, religion or other belief. If we become aware that these activities are taking place then we will take whatever steps we consider necessary to prevent these activities continuing. This will include the use of legal action.

The particular prohibitions on behaviour listed above do not in any way restrict the general responsibilities contained in parts 2 and 3.

- 3.4 You and your visitors, must not use or carry firearms, knives, machetes or other offensive weapons
- 3.5 You and your visitors must not bring onto the site any form of controlled drugs (as defined in Part 1 of this Schedule).
- 3.6 You will be in breach of this Whole Agreement if you or your visitors do anything which is prohibited in this part of the Whole Agreement.
- 3.7 If we believe that anyone visiting you has caused nuisance, annoyance or harassment, as described in this Schedule, in your pitch or in any other part of the site, we will take whatever steps we consider necessary to prevent these activities continuing. This will include the use of legal action.
- 3.8 We will act fairly to you in all matters connected with your occupancy. We will not unfairly or unlawfully discriminate against you in any way on the grounds of your race, colour, ethnic origin, nationality, gender, sexuality, disability, age, religion or other belief or other status. If you believe we have acted unfairly to you in any way, you may wish to use our complaints procedure, which we will have made available to you. You may also wish to take independent advice

4. Joint occupancy or transfer of occupancy agreement.

- 4.1 If you wish to change your occupancy agreement to a joint occupancy agreement, or transfer occupancy to another member of your family you must first get our written permission which we will not withhold unreasonably.

5. Repairs and Maintenance

Repairs and maintenance: Our Responsibilities and Rights

- 5.1 In this Agreement, the word "repair" and "repairs" includes any work necessary to put the amenity block into a state which is wind and watertight, habitable and in all respects reasonably fit for human use.
- 5.2 Before the start of the occupancy, the council will:
 - inspect your amenity block to ensure that it is wind and watertight, habitable and in all respects reasonably fit for human use.
 - Inspect the hard standing area to ensure it is to a reasonable standard

If repair or other work needs to be done to bring the amenity block up to that standard, the council will do so before the occupancy begins. The council will notify you about any such work. The council will advise you of any other repairs that will be carried out after the occupancy commences.

- 5.3 During the course of your occupancy, the council will:
 - carry out repairs or other work necessary to keep the amenity block in a condition which is habitable, wind and watertight and in all respects reasonably fit for human use.
 - Keep the hard standing area to a reasonable standard.

The council will carry out all repairs within a reasonable period of becoming aware that the repairs need to be done. These timescales are outlined in the Council's Repairs Policy. Once begun, the repairs will be finished as soon as reasonably possible. All repairs will be done to the standard of a reasonably competent contractor, using good quality material and within reasonable timescales. If you are unhappy with the timescales for a repair or the standard of work in a completed repair, then Section 7 of this schedule outlines the complaint procedure that you can follow.

- 5.4 If the council need the co-operation or permission of another person to carry out repairs or other work to the site amenity block or access road, the council will do our best to get it within 28 days. The council may be unable to do non-emergency repairs until we get such permission.
- 5.5 The Council will:
- keep in repair the structure and exterior of the amenity block;
 - keep in repair and in proper working order, any installations in the amenity block provided by the Council for:
 - the supply of water, gas and electricity;
 - sanitation (for example basins, sinks, baths, showers, toilets);
 - hot water heating;
 - space heating (for example central heating) including fireplaces, flues and chimneys.
- 5.6 Nothing contained in this Agreement makes the council responsible for repairing damage caused wilfully, accidentally or negligently by you, anyone living with you or an invited visitor to your pitch. If the council decide to carry out the work, you must pay us for the cost of the repair. This paragraph does not apply to damage caused by:
- Fair wear and tear;
 - Vandals (provided that you have reported the damage to the police and us as soon as the damage is discovered).
- 5.7 The council have the right to come on to your pitch to inspect it and the fixtures and fittings in the Amenity Block or carry out repairs to it, or adjoining pitches, during reasonable times of the day. The council will give you at least 24 hours notice in writing. The council have the right of access to your pitch or amenity block in order to lay wires, cables and pipes for the purposes of telecommunications, water, gas, electricity, providing the council gives you reasonable notice in writing. If you refuse us entry, the council will have the right to make forcible entry provided we have given you every reasonable opportunity to let us in voluntarily. If the council have to make forcible entry, in this situation, you are liable for the costs of any damage reasonably caused. In an emergency, the council have the right to make forcible entry to your pitch or amenity block without notice.
- 5.8 If the council cause damage to the pitch or amenity block or your property in connection with inspections, repairs or improvements or entry, the council will reinstate the damage or compensate you for your losses.
- 5.9 The council have a right to require you to move temporarily to alternative accommodation if this is necessary for the repairs to be done. If you are moved temporarily, the council will discuss this with you before identifying suitable accommodation, and reimburse you for any extra expenses you have as a result. The amount you will be charged during this period will be no more than the charge you normally pay.
- 5.10 The council's duties to repair contained in this part of the agreement continue until this agreement comes to an end.

Repairs and maintenance: Your responsibilities and rights

- 5.11 You must report to the council, as soon as reasonably possible, any damage to the pitch and the common parts. You can do this in person or by telephone or you can arrange for someone else to do this on your behalf. The council operate an emergency telephone service outside of office hours.
- 5.12 You are responsible for taking reasonable care of the pitch, this responsibility includes carrying out minor repairs and internal decoration. It also includes keeping the amenity block in a reasonable state of cleanliness. However, you are not responsible for carrying out repairs which are due to fair wear and tear.
- 5.13 You are strongly recommended to insure your personal possessions against loss or damage caused by fire, flood, theft, accident etc.

6. Ending the Agreement

The Whole Agreement can be ended in any one of the following ways.

6.1 By Notice

You give us at least twenty eight days written notice.

or

6.2 By Written Agreement

By written agreement between you and us.

6.3 By Notice of Termination

We have the right to terminate this Agreement at any time if we believe that you or a member of your household has breached the terms of the Agreement or if we believe that we have any other material or significant ground for doing so.

We also have the right to terminate this Agreement if we have allocated this pitch to you as a result of false information given by you in your application for the pitch.

In the event of either occurrence we will give you twenty eight days written notice of termination of the Agreement and we may take court action against you to recover possession of the pitch. You have the right to defend any legal action taken by us against you.

6.4 By Court Order

By Court order for ejection. If you break any part of this Whole Agreement, the Council may take legal action against you including ejection proceedings

6.5 By Abandonment by You

If we have reasonable grounds for believing that you have abandoned the pitch.

or

6.6 By your Death

Your occupancy can only be passed on to certain household members providing that they meet the provisions of the allocation policy and occupancy agreement. These are:

- a surviving joint tenant;
- a tenant's spouse; and
- an individual living with the tenant as husband and wife.

The Council will also consider entering into a new occupancy agreement with a member of your family detailed within Clause 7 of the Occupancy Agreement.

6.7 Before moving out of your pitch, you must do the following:

- leave the pitch in a clean and tidy condition;
- remove all your belongings;
- make sure all members of your household leave with you;
- allow us access to your pitch before you move off, at reasonable times, to show new occupants round;
- hand in your keys to the site office;
- check with us to make sure that you have paid all payments due to us;
- do the repairs you are obliged to do;
- give us a forwarding address.

7. Information, consultation and complaints

- 7.1 You are entitled, under the Data Protection Act 1998 to inspect personal information held on you in the housing files. We will provide photocopies of this information on request. We will make a reasonable charge for this. We will provide you with a copy of any such information we hold within forty two days of your request in writing. You may have other rights under that Act in relation to your personal data, which we will honour. You are entitled to check information you have provided in connection with your housing application free of charge.
- 7.2 Before the beginning of your occupancy we will give you information about the terms of your occupancy including, repairs and maintenance, consultation and participation and any other relevant issues and we will also give you information about our complaints procedure
- 7.3 We will consult you about making or changing policies if the proposal is likely to significantly affect you, specifically in respect of housing management, repairs and maintenance, consultation and participation and any other relevant issues. We will take into account any views that you have before making a final decision. Any consultation with you will include giving you comprehensive information in an accessible form and reasonable time to express views.
- 7.4 If you think we have broken any part of this Whole Agreement or have failed to do anything we promised, you can complain to us under the complaints procedure which we will have made available to you.
- 7.5 If you are still dissatisfied after going through our complaints procedure, you may also have the right to complain to the Ombudsman. We will provide details on how to do this. You may also wish to take advice from an independent source such as the Law Centre, Solicitor, Housing Advice Centre, Citizens' Advice Bureau or any representative group.

8 General Provisions

8.1 Permissions

Where any part of this Whole Agreement requires you to obtain our permission to do or have something, you must make your request in writing and any request will be subject to the approval of the Council. We can provide assistance with written requests if required. We will acknowledge receipt of your request and reply to your request within one month of receipt of the written application. We will not refuse the request unreasonably.

If we refuse permission, we will tell you what the reason is. We will give you our decision in writing within one month of receiving your written request for permission. If we are not able to come to a decision within one month of receiving your written request we will write to you and tell you we are extending this time limit. If we do not reply within that period, permission is automatically granted.

We may give you permission on certain conditions. We may withdraw our permission at any time if the activity which we have given you permission for is anti-social; causes nuisance or annoyance to your neighbours or anyone in the vicinity of your pitch; or if any of the conditions we have imposed are broken. If we withdraw our permission we will notify you in writing. The effect of withdrawing our permission, for activities which are causing nuisance or annoyance or anti-social, is as though it was never granted in the first instance. If you carry on the activity after our permission is withdrawn you will be in breach of this Whole Agreement. If you object to our decision, you can appeal using our complaints procedure.

8.2 Notices

If you want to send any form of document to us, it will be sufficient if you send or deliver it to us at your local housing office or site office. If we want to send you any document, we will send it to your pitch address. We will be entitled to assume that this your current address and that all documents to you should be sent there unless you tell us in writing that you want anything to be sent to another address.

9. Completion of this Agreement

By signing below, you are completing a legally binding contract committing you to all of the terms of this Whole Agreement. The terms and conditions of this Whole Agreement replace the terms and conditions under any other Occupancy Agreement that you had with us, immediately before this agreement came into effect, in relation to this property.

Signed for Landlord.....

Name

Occupancy Address.....

Witness Signature

Witness Name

Witness Address

Date

Signed By Occupant (1).....

Witness Signature.....

Witness Name

Witness Address

Date.....

Signed By Occupant (2).....

Witness Signature.....

Witness Name

Witness Address

Date.....