Emberton Country Park

Holiday Home (static caravan)

Site Rules and Emberton Country Park Byelaws 1994

Reviewed 2022

www.miltonkeynes.gov.uk/embertoncountrypark

milton keynes council

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Welcome to Emberton Country Park

Emberton Country Park is owned and operated by Milton Keynes Council. It is publicly accessible year around for residents and visitors to the borough.

The site has a number of lakes and habitat areas along the River Ouse. The area is renowned for its bird life and natural landscape.

Emberton Country Park has facilities for holiday homes (static caravans), touring caravans and camping as well as touring caravan storage. This document relates only to the holiday home and static caravan site in the park.

Please read this document carefully. It outlines the responsibilities that everyone has to ensure everybody has a safe and pleasant stay while at the park.

Should you find an issue on site, please report it to the Gatehouse at the entrance to the park or to a Park Ranger on tel. 01234 711575.

If a Park Ranger is not available, please call the council directly during office hours on 01908 252592 or alternatively out of office hours for emergencies only 01908 226699.

For Park and Gatehouse opening times see our webpage
www.milton-keynes.gov.uk/embertoncountrypark

Customer Services telephone: 01908 252570 or **customerservices@milton-keynes.gov.uk**

Emberton Gatehouse telephone: 01234 711570 for onsite issues between 9.00am -4.45pm when staff available on site.

www.milton-keynes.gov.uk/embertoncountrypark

Emberton Country Park
Olney Road
Emberton
Milton Keynes
MK46 5FJ

Emberton Country Park Facilities

There are a number of facilities available within the park.

a) Holiday home site

The holiday home site is for single holiday homes/static caravans.

None of the pitches are serviced however there are toilets, showers and a laundry as well as chemical waste disposal points.

Touring camping site patrons are not permitted to use these facilities.

b) Touring Camping Site*

The touring camping site has spaces for caravans or tents. Some are available with power hook-ups. There is a dedicated toilet block located in this area with showers.

Holiday home (static caravan) site patrons are not permitted to use these facilities. Chemical toilet disposal points, water and fire points are also located in this area.

c) Rally Field*

The Rally Field can accommodate caravans and tents. There are chemical disposal points and water points in these areas, but no toilets, showers or fire points.

Holiday home (static caravan) Site patrons are not permitted to use these facilities.

d) Fishing

Fishing is permitted in the park (apart from the conservation area) and the park side of the River Great Ouse in season. You will need an Environmental Agency Rod Licence which will allow you to use up to two rods at any one time. You will also need an Emberton Park Fishing season or day ticket which must be shown on demand when fishing.

Holiday home patrons are entitled to two Season Tickets with your Pitch Licence.

e) Café

The café is open throughout the year and offers a range of hot and cold food, drink and snacks

f) Play Areas

There are three equipped children's play areas within the Park.

g) Accessible Toilets

Accessible facilities are located adjacent to the café.

h) First Aid

First Aid provision is available at the Gatehouse when open. However, in the case of serious accidents please call the emergency services on 999. Emergency telephones are situated at the Gatehouse and in the holiday home site. Defibrillator machines are located by "A" block and the café building.

Emberton Country Park

Emberton Park Map

Your guide to the park

1 Gatehouse reception
- Card and pay entry machine
- Emergency phone

2 Main Car Park
3 Public toilets including disabled facilities
4 Refreshments
5 Visitor Information Notice Board
- Defibrilator

6 Picnic Area
7 Play Area
8 Touring Field & Campsite
9 Touring Field toilets, showers and utility wash areas
- Defibrilator

10 The Meadow (picnic and ball games area)
11 Public toilets
12 Car park
13 Children's play area
14 Frogs Hole
15 Small Rally Field & Campsite
16 Large Rally Field & Campsite
17 Overspill Rally Field & Campsite
18 Conservation Area
19 Emberton Sailing Club
20 Picnic Area

Park trails

Bird hide or platform

The Holiday Home (static caravan) Site Rules

The site

Core Terms of the Licence:

1. The holiday home Pitch Licence Holder (Licence Holder) agrees to abide by the Core Terms, Site Rules and Emberton Country Park Bylaws and to update the council in regard to changes or permanent address or vehicle details.
2. The holiday home Pitch Licence (the Pitch Licence) is for a single holiday home (static caravan) per household on the Site between the 1 April and 31 March.
3. The caravan and camping season (when occupation of the site is permitted) is between midnight on 28 March or the day before Good Friday (or earlier when stated by the council) and midnight on 31 October. For more details please see you website.
4. Continuous residential occupation in excess of 28 days is not permitted.
5. The holiday home shall only be occupied by the Licence Holder, their family or guests up to the total number of fixed berths as declared. The council reserves the right to refuse entry to third parties.
6. The council will allow vehicular access outside of the season for maintenance purposes on dates to be advertised before the end of the season.
7. The council and its authorised agents reserve the right to reject any application made for a Pitch Licence, decline to admit a holiday home to the Site or order the removal of a holiday home if in the opinion of the council or its authorised agents the holiday home or equipment does not conform to the Site Rules.
8. Full payment of the Licence fee must be received and cleared by the first day of the season or the first direct debit payment must be received and cleared by the first day of the Season. In the case of late payment, the council reserves the right to recover all reasonable costs incurred in recovery action for the unpaid licence fees from the relevant Licence Holder.
9. If you are in breach of any of the Site Rules which are capable of being remedied (e.g. failure to maintain the pitch in a decent state or to pay Pitch Licence fees promptly) the council shall write giving you notice specifying the breach and asking you to remedy the breach within a reasonable time. If you do not comply with that notice, upon expiry of the notice the council may terminate this Licence Agreement in writing with immediate effect and you shall be required to remove the holiday home and all other property belonging to you from the site within one month.
10. If you are in serious breach of the Site Rules and the breach is not capable of being remedied, the council may serve upon you not less than one month's notice in writing to terminate this Licence Agreement. In deciding what period of notice is reasonable the council shall have due regard to the nature of the breach. On expiry of the notice you must (if you have not done so already) remove the holiday home and all other property belonging to you from the Park.
11. The Licence Holder is entitled to a refund of any whole months of in-season Licence fee pre-paid (less any costs or expenses due to the council) should the Pitch Licence be terminated by either party, from the date the holiday home is removed. One month’s notice must be provided in writing.
12. Hiring or sub-letting of the pitch or holiday home thereon is not permitted.
13. The Licence Holder shall insure the caravan to its full value against all usual risks including fire and storm damage and against third party liability of no less than £2 million and to provide the council with up to date details of the insurances on request.
14. The council reserves the right to change or amend these Core Terms or Site Rules at any time due to health and safety, changes to the law or to ensure the efficient running of the site. Any such change or amendment shall be communicated to Licence Holders.

Access:

a) The site is located on the western boundary of Emberton Country Park. It is bordered by the River Great Ouse to the North, the Park and Touring Camping Site to the East and to private land to the west and south.

b) Vehicle access to the park for Licence Holders is via a token which you shall receive along with your annual Pitch Licence. You may apply for two further tokens for specific vehicles. Replacement tokens are available from the Gatehouse at a cost of £10.00. Tokens remain the property of the council and must be surrendered on the termination of the Pitch Licence.

c) Access to the site is through the vehicle access and bridleway/pedestrian gate located near to one of the facility blocks. Access through the touring field is for maintenance vehicles only.

d) A public bridleway runs through the middle of the site. This is the only point at which access can be gained to the private land to the west and patrons are reminded to keep to the bridleway at all times should they wish to walk or ride this route. At no time should the gates or the bridleway thorough the Site be obstructed.

e) The caravan and camping season means the period between midnight on 28 March or the day before Good Friday (or earlier when stated by the council) and midnight on 31 October. Occupancy during this period may not be for more than 28 continuous days. Vehicle access to the site outside of this period is restricted to certain maintenance days through the closed season except by prior arrangement with the council or its authorised agent. Maintenance days shall be advised by the council in advance of the closed season.

Your pitch:

a) The Pitch Licence is for one household for a single holiday home for a period of one year. The Pitch Licence covers the land on which the holiday home is located. The Licence Holder has a duty to ensure the pitch and the area around it is maintained in a good and decent state. This area is up to 1m from the next holiday home (on the door side), 1m away from the side opposite the door and 2m away from the holiday home at the ends.

b) Licence Holders have a responsibility to:

Report any issues or defects to the council or its representative.

- Observe the Emberton Country Park Byelaws 1994.
- Ensure that family and guests behave in a socially responsible manner towards other site and park users.
- Ensure their pitch and the area around their holiday home it kept tidy and safe.
- Ensure their holiday home and pitch is compliant with relevant health and safety standards and to rectify any issues promptly.
- Ensure their holiday home is maintained to a good and decent state.
- Ensure any animal scrapes and holes as such may be made by moles or rabbits around the pitch are filled and made safe.
- Any property is stored safely and securely and does not inconvenience other users or is to the detriment of the site.
- Ensure that vehicles are parked safely and used without causing inconvenience to others.
- Ensure ball games are kept to other areas of the park.

Pitch Licence benefits:

The Pitch Licence includes the following:

- One Annual Vehicle Pass for a specified vehicle. (A discount is available for up to two extra Annual Vehicle Passes).
- Two Season Fishing permits which entitles each angler to fish with up to two rods. (Each angler must also hold an Environment Agency Fishing Rod Licence).

  Night fishing is not permitted. See separate 'Fishing Regulation' information for permitted fishing times.
- Use of designated toilet/wash/shower/laundry facilities.
- Use of designated waste disposal (CDP/ELSAN) points and communal bagged domestic waste disposal and recycling.

Pitch Licence Fee Payment:

i. Payment details can be found on the Holiday Home Pitch Licence Agreement Form. All payments must be made and cleared prior to the start of the season. Direct debit will be paid on the first of the month commencing 1 April in seven equal instalments until 1 October. This is to allow time for the direct debit payment to be set up and cleared prior to the Pitch Licence being granted and start of the season.

ii. The council reserves the right to recover any reasonable costs incurred due to late or non-payment of Pitch Licence Fees.

Pitch Licence Fee Payment:

Holiday homeowners shall be responsible for keeping their pitch and surrounding area (as above) clean and tidy, with the grass regularly mown between the entrance side of your holiday home and up to one metre from the next holiday home. Also, a one metre strip adjacent to the other side and two metres to the front and the area at the rear of your holiday home shall be kept mown. The grass clippings shall not be collected but "let fly". All other vegetation maintenance on the site shall be undertaken by the council.

Holiday home site facilities:

a) Toilets/showers:
The site has two blocks of facilities for male and female patrons comprising toilets and showers. They should be left locked and in the condition you would wish to find them. No smoking is permitted in the facilities. Any faults should be reported to the Gatehouse. A key will be provided for each Licence Holder. Replacement and extra keys can be purchased at a cost. Keys must be surrendered at the termination of the Licence Agreement.

The facilities provided for touring caravans and campers are not available to holiday ome Licence Holders unless under the specific direction of the council or its authorised agents.

b) Laundry:
A laundry is situated in "B" block. Tokens for the washing machine can be purchased from the Gatehouse during normal open hours. No smoking is permitted in the laundry. Any faults should be reported to the Gatehouse.

c) Chemical Disposal Point (CDP)/Elsan disposal points:
Patrons should collect all wastewater in a suitable container. This is then to be disposed of at the two disposal points which are located near to the toilet/shower facility blocks. Wastewater is not allowed to contaminate the soil, ditches, watercourses or groundwater. Patrons should be familiar with their correct use. Patrons must ensure that black waste is not disposed of in the grey waste disposal and that the area is left in a hygienic condition. Misuse causing damage or blockage to the CDP points requiring specialist clearance will be recharged to those responsible.

d) Waste:
Containers are provided for the disposal of bagged domestic waste, glass and food waste produced as a result of your stay on the site. Please separate your recycling into the correct bins as directed.

Contamination of recycling bins may lead to a charge for emptying. No waste may be brought on to the site. Recycling into the correct bins helps reduce the cost of waste collections and disposal from the park. Please refer to the recycling information guide at the back of this booklet. Keeping costs for this type of service to a minimum helps keep the Pitch Licence fee down.

- Only general household waste should be put into the black bins
- The blue bin is for glass only
- The pink bin is for all other recyclable materials
- A special bin for hot BBQ ash and coals is supplied

All other waste should be taken to your Community Recycling Centre. Fly-tipping of other domestic waste such as DIY waste, garden construction materials, garden furniture, outdoor recreation toys etc. is not permitted. Fly tipping is an offence and as such any costs incurred by the council in the disposal of fly tipped waste will be recharged to those responsible.

e) Emergency telephone:
An emergency telephone is located on the wall of "A" facility block. This telephone is for emergency use only and links directly to the 999 service. It can accept incoming calls, the number is 01234 240395.

f) Water points:
Several water points with hoses are located through the site. These are provided for holiday home cleaning purposes and hoses should be replaced coiled neatly after use.

g) Fire points:
There are several fire points located through the Site. They each have two fire extinguishers and a bell alarm. Ensure you are familiar with the fire precautions and procedures. Any tampering with a fire point will be regarded as a breach of these rules.

Damage to any part of the site through misuse, vandalism or tampering shall be regarded as a breach of these rules and repairs will be chargeable.

Your holiday home:

a) The License Holder has an obligation to ensure the safety of the users of the holiday home and their neighbours.

b) Your holiday home must be maintained to the manufacturers recommendations and to retain its integrity and mobility. The exterior should be kept clean and free of moss, lichen, algae or other detritus. Paint should be in a good condition and the structure should be free of structural corrosion. The interior of the holiday home should be clean and habitable.

c) The council reserves the right to:
   i. Reject any application for a pitch
   ii. Decline to admit a holiday home to the site
   iii. Order the removal of a holiday home

   if, in the opinion of the council, a holiday home does not conform to sufficiently high standards and as a result of its age (or some other reason) it cannot be brought up to the standards required; or the required action to do so has not been taken following a notice given under paragraph g) below; or the holiday home is in a condition in which the council reasonably considers it is a danger to others.

d) A holiday home more than 15 years old will not be permitted on to the site.

e) Holiday homes already on site, may not be sold on or otherwise transferred to another party and remain on site if they are in excess owners no longer wish to keep the holiday home or renew their Pitch Licence, at which time they are to be removed from the Park at the holiday homeowners' expense. In the event of the death of the Licence Holder a relative may inherit the property and continue with the Pitch Licence in their name.

f) The council's opinion on the age of the holiday home will be determined based on evidence submitted by the Licence Holder. The age of a holiday home will be determined by the year of manufacture as stated on the holiday home's registration plate or from information received from the manufacturer. If the Licence Holder cannot offer firm evidence of the exact date of manufacture, the council will be obliged to determine the date on the balance of probabilities.

g) Where holiday homes do not meet the accepted standards for the park, the holiday homeowners will be given notice by the council. Such notice will determine the action required to be taken by the holiday homeowner and the period within which the council considers it reasonable that such action must be taken.

h) The use of generators is not permitted on the site.

i) Should you engage any third-party contractors to undertake works to your holiday home you must notify the Gatehouse as to when to expect them on Site. Contractors must have relevant public liability insurance to operate within the park.

j) Gas and electrical installations must be compliant with the relevant standards and the council reserves the right to request from the Licence Holder proof of inspection and servicing. The council reserves the right to demand the repair or removal of any uncertified installation deemed unsafe or inappropriate.

k) Holiday homes should be fitted with a working smoke detector, carbon monoxide detector and a 1.5kg dry powder fire extinguisher.

l) The number of berths is defined as the number of fixed sleeping areas including any fixed sofa bed. Any further accommodation must be booked within the touring field. Sleeping in cars or tents in the Site is not permitted.

m) Licence Holders are required to insure their holiday home to its full value against all usual risks including fire and storm damage and against third party liability of no less than £2 million and to provide the council with up to date details of the insurances on request. Emberton Country Park has flooded in the past, but this has not affected the holiday home site.

n) The siting and movement of holiday homes within Emberton Country Park can only be undertaken under the council's or their authorised agent's supervision and permission. Any person undertaking such movement should be suitably qualified and the council reserves the right to refuse or remove permission if it does not think sufficient precautions or experience is evident.

o) Siting of holiday homes must comply with the current fire safety standards in regard to spacing i.e. (at present) no closer than 5m on any side or 3.5m at any corner. You will be required to reposition your holiday home or remove any modifications to your pitch as necessary if this standard is not met or to meet any change in the fire or safety standards.

p) After giving reasonable notice, the council may move the holiday home at their own expense to another pitch on the park of similar quality for agreed redevelopment or maintenance purposes. Afterwards the holiday home will be returned to its original pitch (assuming it remains of the original quality) or an alternative pitch of similar quality.

q) Storage - a single storage container may be located immediately adjacent to the holiday home which shall be no higher than the lowest edge of the holiday home's rear window and no wider than the holiday home. Any storage container installed from the start of the 2017 season shall be of metal (non-flammable) construction.

r) Gas containers for holiday home use should be stored and secured vertically in a safe and well-ventilated area. They should not be situated between holiday homes. You should disconnect the gas cylinder(s) when you are not on Site. Gas cylinders must be left secure or removed when you are not on the Site. No more than 38kg of gas may be stored on any pitch at any time.

s) Under no circumstances should combustible items be stored under a holiday home.

t) Cars and motorcycles must not be parked between holiday homes. Repairs to motor vehicles on Site should be of an emergency nature only.

u) If you store any items within the area of a holiday home pitch you do so at your own risk. You will be unable to claim against the council (or its authorised agents) for any loss unless it results from the negligence of the Council or its authorised agents. If the council (or its authorised agents) feels that the general tidiness or safety is affected, then removal of the item(s) may be ordered by the council or authorised agents.

v) If you wish to hang clothes out to dry, you must not use rotary washing lines or hang them from trees or hedgerows. Washing may be left to dry in a discreet manner, such as using a small rack attached to the caravan.

w) When not in residence, the Licence Holder is expected to remove any equipment or materials which cannot be stored either in or under the caravan in an approved storage container.

x) Gazebos or similar fabric temporary structures may only be left erected if you are staying in your caravan overnight. They may not be used to barbecue or cook beneath. They must be dismantled in periods of forecast high wind.

y) No open fires are permitted, barbeques are allowed as long as they are contained as freestanding barbecues and similar structures but not those that are placed directly on the ground. Barbeques must not be left unattended while hot. Please dispose of coals and ashes, once cooled, responsibly.

Modifications to your pitch:

a) The addition of any modification to your pitch including but not limited to a veranda, ramp, deck, step, shed, antenna, awning, planters or storage must be approved in writing by the council or its authorised agents and be compliant with your holiday home manufacturers recommendations and current fire safety best practice.

b) Before you submit any application to undertake an alteration to your pitch you should first consult the following current safety document in regard to the storage of materials, size and distance of verandas, awnings, positioning and construction of storage:

Building Research Establishment Information Paper IP 15/91 (September 1991) "Fire Spread between Caravans".

c) The council shall (among other considerations) refer to this document (or any such superseding guidance) in regard to any application to modify a Pitch. This document is available online. A paper copy is held at the Gatehouse for reference.

d) Fencing of areas around individual holiday homes pitches or creation of garden areas are not permitted.

e) The cutting, topping, lopping or trimming of any trees, shrubs, or hedges within the Site is expressly forbidden. Any issues with vegetation management should be reported to the Gatehouse and will be inspected and any necessary works arranged by the council. The hedges and drainage ditch to the west of the holiday home site is private property. No structures such as bridges, gangplanks or dams may be placed in or over the drainage ditch. Access over this land is via the bridleway only.

f) Non approved modifications will be deemed as not meeting accepted standards and a breach of the licence conditions. You are encouraged to retain any permission for a modification for future reference.

Site safety:

a) We do not allow swimming or paddling in any lake or river within the park.

b) The council welcomes dog owners who keep close control of their dogs at all times. Please note that your dog must always be on a lead in the holiday home site and that your dog must not be left unattended at any time. You are reminded that dogs are not allowed in the play areas or any buildings in the park. You must clear up after your dog and dispose of any waste responsibly in the bins provided

c) The maximum speed limit in the park is 10mph. Drivers must consider the park's grounds in wet conditions and must not to drive on grass areas when wet. All vehicles must be road legal and drivers must hold a full licence.

d) If you have any valuables, then we advise they be removed from the holiday home when it is unoccupied.

e) In the interest of security, you are advised to leave your curtains open when the holiday home is empty, especially during the winter in the closed season. You are also advised to empty your storage and leave it unlocked during this time to avoid theft and/or vandalism.

f) Having good locks and bolts fitted to the doors and windows will help protect your holiday home from theft.

Fire safety:

a) Fire Points are provided on site and are for emergency use only. You should make yourself, family and guests aware of the nearest Fire Point and what to do in the event of a fire. Fire notices are located at each Fire Point located within the holiday home site.

b) An emergency telephone is located at the facility block next to the site entrance with direct connection to the emergency services.

c) Discharge of any Fire Extinguisher is to be reported to the council at the earliest opportunity.

d) Tampering with any Fire Point or any equipment provided will be considered to be a breach of these rules.

e) Ensure that you and your family have an escape route from the caravan. Do not block or obstruct exits inside or outside the holiday home.

Termination:

a) Emberton Country Park is intended for relaxing recreation and so any anti-social behaviour will not be tolerated. This includes excessive noise, threatening behaviour, violence or false allegations against another patron or member of staff. Posters and notices of a political or religious nature which the council believes could cause divisions amongst patrons are not permitted. The council reserves the right to have such material removed and shall deem refusal to remove any such material from a pitch as a breach of the Site Rules. In the interests of the visitors and residents of the park, the council reserves the right to temporarily suspend the licence of anyone they believe to be responsible for anti-social behaviour while undertaking an investigation.

b) Anti-social behaviour or contravention of the Site Rules may result in the council and its authorised agent terminating the balance of any Pitch Licence agreement in accordance with the Core Terms. It may require the individual(s) or entire parties to vacate the Site.

c) In addition to any other remedies, the council reserves the right to exclude any person from the Park with immediate effect and whether or not their Pitch Licence Agreement has been terminated if the council reasonably considers their behaviour to be a danger to themselves or others or if they are responsible for serious and persistent anti-social behaviour.

d) If following termination of the Pitch Licence Agreement the holiday home and/or any property belonging to you is left at the park you irrevocably appoint the council to be your authorised agent to store or dispose at your expense of any items which have been left by you at the park for more than ten working days after the end of the Licence Agreement. The council shall not be liable to you by reason of that storage or disposal. You shall indemnify the council in respect of any claim made by a third party in relation to that storage or disposal.

e) You will be responsible for any costs incurred by the council in terminating the Pitch Licence Agreement and/or storing or disposing of the holiday home and any of your property left at the park after the Pitch Licence Agreement has expired. In addition to any other remedies the council may deduct any such costs from any refund of any pre-paid Pitch Licence fee which would otherwise be due to you under clause 11 of the Pitch Licence Agreement.

Selling your holiday home:

a) Licence Holders must make their own transport arrangements for transferring, disposing of and/or locating their holiday home. The cost of any damage or loss caused within Emberton Country Park through holiday home relocation shall be the responsibility of the Licence Holder.

b) All holiday home movements must be in agreement with the council and under their guidance and approval.

c) Licence Holders may only place holiday homes on the correct numbered site. Fire safety distances must be observed. This will be under the supervision or with the approval of the council or its authorised agent.

d) The Park Supervisor must be informed in writing if the Licence Holder intends to sell their holiday home. Before any sale takes place, the council or its authorised agent must meet all prospective owners to discuss the formalities and responsibilities of the Pitch Licence for a holiday home at Emberton Country Park.

e) Licence Holders are reminded that their licence relates to themselves as individuals and not to their holiday home. Therefore, the sale or transfer of their holiday home without the involvement of the Council does not include the right for the holiday home to remain in Emberton Country Park.

f) Licence Holders who wish to terminate their Pitch Licence Agreement during the season (April – end of October) must give a minimum of one month's notice and are entitled to a refund of any whole months of pre-paid season licence fee from the date of transfer of ownership or removal of the holiday home from site (whichever is later).

g) If a licensee terminates in breach of the Core Terms, the council is entitled to charge for reasonable administration costs arising from the termination and for the loss of Pitch Licence fee until the pitch is re-let.

h) New applicants for a Pitch Licence during the season shall pay a pro- rata rate for the Licence for the remainder of the whole months of the season.

EMBERTON COUNTRY PARK BYELAWS
BYELAWS MADE UNDER SECTION 41 OF THE COUNTRYSIDE ACT 1968
BY THE COUNCIL OF MILTON KEYNES
WITH RESPECT TO EMBERTON COUNTRY PARK

Citation

1. These byelaws may be cited as the Emberton Country Park Byelaws 1994.

Interpretation

2. In these byelaws:

"the council" means Milton Keynes Council

"cycle" means a bicycle, tricycle, or a cycle having four or more wheels, not being in any case a motorcycle or motor vehicle;

"Invalid carriage" means a vehicle, whether mechanically propelled or not, the unladen weight of which does not exceed 150 kilograms, the width of which does not exceed 0.85 metres and which has been constructed or adapted for use for the carriage of one person, being a person suffering from some physical defect or disability and is used solely by such a person;

"motorcycle" means a mechanically propelled vehicle, not being an invalid carriage, with less than four wheels and the weight of which, unladen, does not exceed 410 kilograms;

"motor vehicle" means a mechanically propelled vehicle, not being an invalid carriage, intended or adapted for use on roads;

"the Park" means Emberton Country Park, Olney;

"trailer" means a vehicle drawn by a motor vehicle and includes a Holiday Home;

Walking on the grass, etc.

3. No person shall in the park walk, run, stand, sit or lie upon any grass, turf or other place where adequate notice to keep off such grass, turf or other place is exhibited.

Fires

4. (1) No person shall in the park intentionally light a fire, or place, throw or let fall a lighted match or any other thing so as to be likely to cause fire.
   (2) This byelaw shall not prevent the lighting of a properly constructed camping stove or cooker in any area set aside for the purpose, in such a manner as not to cause danger of or damage by fire.

Missiles

5. No person shall in the Park, to the danger or annoyance of any other person in the park, throw or discharge any missiles.

Climbing

6. No person shall, without reasonable excuse, climb any wall or fence in or enclosing the park, or any tree, or any barrier, railing, post or other structure.

Erection of Structures

7. No person shall in the park, without the consent of the council, erect any post, rail, fence, tent, booth, stall, building or other structure.

Trading

8. No person shall in the park, without the consent of the council, sell, or offer or expose for sale, or let to hire, or offer or expose for letting to hire, any commodity or article.

Grazing

9. No person shall, without the consent of the council, turn out or permit any animal to graze in the park.

Vehicles

10. (1) No person shall, without reasonable excuse, ride or drive a cycle, motor cycle, motor vehicle or any other mechanically propelled vehicle in the Park, or bring or cause to be brought into the park a motor cycle, motor vehicle, trailer or any other mechanically propelled vehicle (other than a cycle), except in any part of the park where there is a right of way for that class of vehicle.

(2) If the council has set apart a space in the park for use by vehicles of any class, this byelaw shall not prevent the riding or driving of those vehicles in the space so set apart, or on a route, indicated by signs placed in conspicuous positions, between it and the entrance to the park.

(3) This byelaw shall not extend to invalid carriages.

Boats

11. No person shall operate or sail on any waterway comprised in the park any boat which is not for the time being registered with the council. Such registration shall be affected by the council upon written application by the owner of a boat, by;

(a) entering a register kept by a duly authorised officer of the council the name and address of the owner, a general description of the boat and the serial number of the registration; and

(b) issuing to the owner a certificate of registration incorporating these particulars.

Pollution of Waterways

12. No person shall intentionally, carelessly or negligently foul or pollute any waterway comprised in the park.

Bathing

13. No person shall, without reasonable excuse, bathe or swim in any waterway comprised in the park, except in an area where a notice exhibited by the Council permits bathing and swimming.

Protection of Wildlife

14. (1) No person shall in the park intentionally kill, injure, take or disturb any animal or fish, or engage in hunting, shooting or fishing, or the setting of traps or nets, or the laying of snares.

(2) This byelaw shall not prohibit any fishing which may be authorised by the council.

Removal of Substances

15. No person shall remove from or displace in the park any soil or turf, or the whole or any part of any plant or tree.

Horse Riding

16. Where any part of the park has, by notices placed in conspicuous positions in the park, been set apart by the council as an area where horse-riding is permitted, no person shall, without the consent of the council, ride a horse in any other part of the park.

Public performances

17. No person shall in the park hold or take part in any public show or performance, without the consent of the council.

Noise

18. (1) No person in the park shall, after being requested to desist by an officer of the council, or by any person annoyed or disturbed, or by any person acting on his behalf:

(a) by shouting or singing:

(b) by playing on a musical instrument; or

(c) by operating or permitting to be operated any radio, gramophone, amplifier, tape recorded or similar instrument; cause or permit to be made any noise which is so loud or so continuous or repeated as to give reasonable cause for annoyance to other persons in the park.

(2) This byelaw shall not apply to any person holding or taking part in any entertainment held with the consent of the council.

Removal of structure

19. No person shall, without reasonable excuse, remove from or displace in the park any barrier, railing, post, seat or sign, or any part of any structure or ornament, or any implement provided for use in the laying out or maintenance of the ark.p

Obstruction

20. No person shall in the park:

    (a) intentionally obstruct any officer of the council l in the proper execution of his duties;

    (b) intentionally obstruct any person carrying out an act which is necessary to the proper execution of any contract with the council; or

    (c) intentionally obstruct any other person in the proper use of the park or behave so as to give reasonable grounds for annoyance to other persons in the park.

Savings

21. (1) An act necessary to the proper execution of his duties in the Park by an officer of the council, or any act which is necessary to the proper execution of any contract with the council shall not be an offence under these byelaws.

    (2) Nothing in or done under any of the provisions of these byelaws shall in any respect prejudice or injuriously affect any public right of way through the park, or the rights of any person acting legally by virtue of some estate, right or interest in, over or affecting the park or any part thereof.

Penalty

22. Any person offending against any of these byelaws shall be liable on summary conviction to a fine not exceeding level 2 on the standard scale.

Comments, Compliments or Complaints

We welcome suggestions, comments and constructive criticism which may help us to improve the service we offer.

In the event of a complaint/query, in the first instance please speak to the senior member of staff on duty at the Gatehouse. If there is nobody available, please contact Customer Services on 01908 691691, you will receive a unique reference number which will enable you to track the progress of your enquiry.

Should you not receive a satisfactory response after contacting us above, you can complain if you think we have:

- Done something wrong
- Behaved unfairly or not politely
- Not carried out a service to an agreed standard
- Not responded to your request for a service within our stated timescale.

Complaints, comments or compliments all help us to improve the way we do things, you can tell us about a complaint, provide positive and constructive feedback or make a comment using our Customer Services online form - this will immediately log your complaint or comment onto our system. You will receive confirmation and a unique reference number and password which will enable you to track the progress of your complaint or comment online.

www.milton-keynes.gov.uk/your-council-and-elections/comments- compliments-and-complaints/

Alternatively, you can call us on 01908 253817.

Emberton Country Park
Olney Road
Emberton
Bucks
MK46 5FJ

Information and bookings telephone number: 01908 252570

Email: **embertonpark@milton-keynes.gov.uk**

Website: **www.milton-keynes.gov.uk/embertoncountrypark**

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