

THE NOTTINGHAM PARK ESTATE REGULATIONS 2021

Whereas:

- (1) All Estate Roads within The Nottingham Park Estate are privately owned by The Nottingham Park Estate Limited and are not highways maintainable at public expense.
- (2) Parking is reserved for Residents and authorised Visitors only.
- (3) The Company has issued these Regulations as the owner of the Estate Roads and pursuant to section 14(2)(b) of the Nottingham Park Estate Act 1990.

1. Definitions

- (1) These Regulations shall be known as The Nottingham Park Estate Regulations 2021 (**“Regulations”**).
- (2) Save where otherwise expressly stated, the Regulations adopt the definitions set out in section 2 of the Nottingham Park Estate Act 1990 (“the Act”).
- (3) In these Regulations unless the subject or context otherwise requires:

“Approved Documents” means for Park Households and Park Businesses two utility bills less than 3 months old and photo ID. Tenants must additionally produce a copy of their tenancy agreement. The Company reserves its right to request such additional proof of residency as it considers necessary.

“Camper Van” means any campervan, caravanette, motorhome or motorcaravan or any Vehicle fitted with accommodation for sleeping.

“Commercial Vehicle” means any Vehicle over 5 metres in length and/ or designed and constructed for the carriage of more than 8 passengers (above UNECE category M1) or goods (above UNECE category N1) but excluding ‘car based’ vans and pick-ups.

“Company” means The Nottingham Park Estate Limited.

“Construction Licence” means a temporary written licence granted in the Company’s standard form relating to specified access rights and storage within the Estate in connection with specified construction works being undertaken by a Park Household or a Park Business.

“Contractor” means a tradesperson or service provider.

“Estate” means The Nottingham Park Estate.

“Estate Office” means The Nottingham Park Estate Office, 7a Lenton Road, The Park, Nottingham NG7 1DP Telephone 0115 947 4273 enquiries@nottinghamparkestate.co.uk.

“Estate Road(s)” means roads and footpaths within the Estate in the ownership of the Company.

“Landlord” means the owner of a property which is a Park Household or Park Business within the Estate who leases that property to a tenant under the terms of a lease.

“Park Business(s)” means any business which is liable to pay the Nottingham Park Estate Limited Rentcharge on the basis that the property it occupies has been included on the non-domestic ratings list.

“Park Household(s)” means:

- (i) a residential dwelling where the Nottingham Park Estate Limited Rentcharge is payable, whether a House or a Flat and whether owner occupied or occupied by tenants.
- (ii) for the purpose of these Regulations only, the properties known as and situated at 20, 22, 22a, 24, 26, 28, 30 Barrack Lane and 18, 20, 22, 24, 26 Pelham Crescent shall be deemed to be Park Households, (being an assumption for the purpose of these Regulations only, these properties not in fact being properties within the Estate).

“Parking Permit” means a parking permit issued by the Company in accordance with paragraph 4 in respect of a particular Vehicle.

“Person(s)” means all natural persons and legal entities including but not limited to companies, partnerships and unincorporated associations.

“Resident(s)” means an individual natural person who resides at a Park Household or proprietor or employee of a Park Business.

“Skip Licence” means a temporary written licence granted in the Company’s standard form relating to the delivery, placement and collection of a refuse skip within the Estate for the benefit and use by a Park Household or Park Business.

“Towed Vehicles” means any trailer, caravan, goods vehicle or other such towed vehicle.

“Traffic Sign” means an object or device for conveying to drivers of Vehicles and Towed Vehicles or any specified class of Vehicle or Towed Vehicle, warnings, information, requirements, restrictions or prohibitions of any kind.

“Vehicle(s)” means all motor vehicles including but not limited to cars, vans, lorries, trucks, mopeds, motorcycles, Commercial Vehicles, Camper Vans, personal transportation devices and scooters except for Towed Vehicles.

“Visitor” means an authorised visitor being:

- (i) A person (not being a Contractor) lawfully visiting a Park Household on an intermittent basis.
- (ii) A person (not being a Contractor) visiting a Park Business on an intermittent basis between the hours of 8am – 6pm Monday to Saturday.
- (iii) A Contractor undertaking work for a Park Household or Park Business between the hours of 8.00 am to 6.00 pm Monday to Saturday.

“Work Permit” means a temporary written licence granted in the Company’s standard form relating to specified access rights and storage within the Estate in connection with specified works being undertaken by a utility company e.g., gas, electricity, water and telecommunications.

2. Application and Enforcement

- (1) These Regulations apply to all Persons entering the Estate and using Estate Roads and to all Vehicles and Towed Vehicles on the Estate Roads. Without prejudice to the foregoing, the Regulations apply according to the circumstances of the case to:
 - (i) The legal owner of a Vehicle or Towed Vehicle on an Estate Road.
 - (ii) The person in charge of a Vehicle or Towed Vehicle at the time it is on an Estate Road.
 - (iii) All Park Households and Residents and Visitors to Park Households.
 - (iv) All Park Businesses and their proprietors, officers and employees and Visitors to Park Businesses.
 - (v) The Park Household, Park Business or Landlord to whom any Parking Permit is issued.
- (2) These Regulations will not prevent the Company on a case-by-case basis and at the Company’s absolute discretion (including but not limited to circumstances where a Skip Licence and/ or Construction Licence and/ or Work Permit has been granted by the Company or where the Company otherwise considers that it would be reasonable having regard to interests of the Estate generally) from granting such rights of access and other use of the Estate or any parts thereof to third parties.

3. Prohibition of Parking

Double Blue Lines:

- (1) Parking of any Vehicle or Towed Vehicle is prohibited at all times where the edge of the Estate Road is marked with double blue lines.

Single Blue Line:

- (2) Parking of any Vehicle or Towed Vehicle is prohibited at all times where the edge of the Estate Road is marked with a single blue line except where:
 - a) A Vehicle:
 - (i) is displaying a valid Parking Permit issued in accordance with paragraph 4 below; and
 - (ii) is parked on the section of road immediately abutting the Park Household or Park Business to which the Parking Permit has been issued; and
 - (iii) is parked without causing obstruction to any access to any property or garage; and
 - b) is parked without causing obstruction to any part of a footpath, pavement or dropped kerb. A Vehicle is parked by a Visitor in accordance with paragraph 5 below.
 - c) The Company has given express written consent to the parking of a Towed Vehicle, or Commercial Vehicle for the purpose of loading or unloading, such consent to be for a period not exceeding 2 hours beyond any parking already permitted by these Regulations.
 - d) A Vehicle displaying a valid Parking Permit issued in accordance with paragraph 4 below is parked on:
 - (i) Ogle Drive – Southwest side.

- (ii) Park Valley – Northside between the Park Steps to the garages.

Prohibited Vehicles and prohibited use:

- (3) No Vehicle is permitted to park on the Estate Road:
 - a) which has a Statutory Off Road Notification (SORN).
 - b) without a valid MOT.
 - c) which is untaxed.
 - d) without a valid policy of third-party insurance in place.
 - e) which is a Camper Van larger than UNECE category N1 and/ or over 5 meters in length.
- (4) No Camper Van is to be occupied (including for the purpose of cooking, sleeping or living) whilst parked on an Estate Road.

4. Parking Permits

- (1) Subject to paragraphs 4(2) to 4(10) below, the Company may issue a Parking Permit to a Park Household or Park Business on such terms and subject to such conditions as the Company may consider reasonable having regard to the interests of the Estate generally.
- (2) A Parking Permit will only be issued in respect of a particular Vehicle at a Park Household or Park Business on production of the Approved Documents and only where the Park Household or Park Business immediately abuts an Estate Road marked with a single blue line.
- (3) The Company reserves the right to limit the number of Parking Permits issued to any Park Household or Park Business, to the number that it considers to be reasonable in all the circumstances.
- (4) All Parking Permits are issued at the discretion of the Company.
- (5) The Company may issue a Parking Permit only to a Vehicle falling within UNECE categories M1 (including category SA - motor caravans) and N1 provided the Vehicle does not exceed 5 metres in length. It will not issue Parking Permits to Towed Vehicles and Commercial Vehicles.
- (6) A Parking Permit is issued to a particular Vehicle and is non-transferrable, non-assignable and remains the property of the Company.
- (7) Possession of a valid Parking Permit does not guarantee that a parking space will be available.
- (8) Any change of Vehicle registration must be notified to the Company and the Parking Permit may be reissued in accordance with clause (2) above.
- (9) Parking Permits can be terminated or suspended by the Company upon the Company giving 7 days' notice in writing to the Park Household or Park Business or to the person who applied for the permit where:
 - (i) A Park Household or Park Business fails to pay the Nottingham Park Estate Limited Rentcharge within 90 days of a demand.
 - (ii) Where the Company otherwise considers that it would be reasonable to do so having regard to interests of the Estate generally.
- (10) Without prejudice to the Company's rights set out in these regulations or as a matter of general law, all Parking Permits must be surrendered immediately upon a change in legal ownership or occupation of the Park Household or Park Business to which it is issued.

5. Visitors and Contractors

- (1) Subject to paragraphs 5(1) and 5(2) below, a Visitor is permitted to park a Vehicle on Estate Roads marked with a single blue line provided that their Vehicle:
 - (i) is clearly displaying a note on the dashboard stating the address of the Park Household or Park Business that they are visiting and the date; and
 - (ii) is parked on the section of Estate Road immediately abutting the Park Household or Park Business which they are visiting; and
 - (iii) is parked without causing obstruction to any access to any property or garage; and
 - (iv) is parked without causing obstruction to any part of a footpath, pavement or dropped kerb; and
 - (v) is not otherwise prohibited by paragraph 3.3 above.

- (2) In addition to complying with paragraph 5(1)a – e above:
 - (i) Commercial Vehicles may be parked by Visitors whilst visiting a Park Household or Park Business or by Contractors strictly for purposes connected with any trade or service being provided to or at a Park Household or Park Business, between the hours of 8am to 6pm Monday to Saturday inclusive.
 - (ii) Contractors are only permitted to park between the hours of 8am – 6pm Monday to Saturday.

6. Parking Charge Notices

- (1) Parking Charge Notices may be issued by an agent of the Company authorised to manage the Estate Roads on the Company's behalf in accordance with the Traffic Signs:
 - (i) Where any Vehicle or Towed Vehicle is parked in contravention or breach of the Regulations or breach of any Traffic Sign.
 - (ii) Where there are reasonable grounds to believe that the Vehicle or Towed Vehicle is parked in contravention or breach of the Regulations or Traffic Sign
- (2) Information on how to pay the Parking Charge, time for payment and what will happen if payment is not made within the stipulated time and the appeal process will be set out on the Parking Charge Notice and/or Traffic Sign.
- (3) For the avoidance of any doubt, if the appeal process is followed then the final decision in respect of any appeal will be made by the Company.

7. Rising Bollard Access

- (1) The Company may give access through the rising bollards at Peveril Drive to Park Households and Park Businesses to UK registered vehicles displaying DVLA compliant reflective number plates on such terms and subject to such conditions as the Company may consider reasonable having regard to the interests of the Estate generally.
- (2) The Company reserves the right to limit the access to any particular Park Household or Park Business to the number which it considers to be reasonable in all the circumstances.
- (3) Access to persons other than those mentioned in paragraph 7(1) above is at the discretion of the Company and may be terminated on 7 days' notice in writing.
- (4) Without prejudice to the Company's rights set out in these Regulations or as a matter of general law all access will be denied upon a change of legal ownership or occupation of the Park Household, or Park Business to which it was allowed.
- (5) Access is provided to emergency services vehicles, when The Company has received prior notice of the details of any emergency appliance or Vehicle for entry on the system.

8. General use of Nottingham Park Estate Limited Roads and Footpaths

- (1) Non-residents are prohibited from using Estate Roads as through routes.
- (2) No Estate Road shall be used for the purpose of driving tuition save by Residents of Park Households.
- (3) Save in respect of parking as provided for by these Regulations, nothing shall be placed upon any Estate Road or footpath except with the written consent of the Company (which will be in the form of a licence or permit) including but not limited to skips, storage containers or contractors' facilities. The Company shall be entitled to charge a fee for any consent so given. The Company shall be entitled to remove and dispose of any items placed on any Estate Roads or footpath in the absence of the Company's consent.
- (4) The Company may authorise the removal of Vehicles illegally, obstructively or dangerously parked or abandoned without lawful authority or which have broken down.
- (5) No wires, leads, ropes, rods, cables or other such items shall be trailed or run over, oversailing, across or along any Estate Road (including any footpath) whilst unattended.
- (6) Where any Vehicle parked on an Estate Road is covered;
 - (i) the Vehicle number plates must at all times be visible; and
 - (ii) the cover must be made of reflective material or fitted with adequate reflectors to ensure the Vehicle is visible to other road users when dark.
- (7) Where any vehicle is parked on an Estate Road in accordance with these regulations, the Company may, upon giving a minimum of 7 days' written notice to the party with the benefit of the relevant parking permit (save for in the event of an emergency when no specified notice period shall apply), require such vehicle to be moved or relocated to allow for cleaning or maintenance of the Estate Roads, pavement or footpaths.

Failure to comply with such request shall mean that the vehicle is deemed to be parked in contravention of these regulations.

9. Speed Limit

All drivers must observe speed limit signs. No Vehicle or Towed Vehicle is permitted to travel at a speed of more than 20mph on any Estate Road.

10. Traffic Control

- (1) The following roads shall be subject to a one-way travel restriction:
 - (i) Fishpond Drive to the West of Park Ravine (travel permitted in a Westerly direction only).
 - (ii) Hope Drive (travel permitted in a south-westerly direction only).
 - (iii) Lincoln Circus (travel permitted in a clockwise direction only).
 - (iv) Newcastle Circus (travel permitted in a clockwise direction only).
 - (v) Tennis Drive (travel permitted in southerly direction only).
 - (vi) Tattershall Drive from the junction of Tunnel Road to Tennis Drive (travel permitted in a northerly direction only).
- (2) The Company reserves the right to maintain and implement traffic calming measures including but not limited to speed bumps on any Estate Road.

11. Exclusion of Liability

Vehicles and Towed Vehicles are left at the owners own risk and the Company does not accept liability for any accident, loss or damage to the Vehicle or Towed Vehicle or any contents however caused.