

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

Case Reference	: HAV/00HE/PHR/2025/0001
Property	: Tremarle Park, North Roskear, Camborne, Cornwall, TR14 0AT
Applicant	: Wyldecrest Parks (Management) Ltd
Representative	: Mr David Sunderland, Estates Director
Respondent	: Cornwall Council
Representative	: Mr Wadsley of Counsel
Type of Application	: Appeal under Section 7 of The Caravan Sites and Control of Developments Act 1960 (as amended) (“the Act”) with regard to conditions attached to a site licence
Tribunal Member(s)	: Judge J Dobson Mr M Woodrow MRICS Mr M Jenkinson
Date and venue of hearing	: Truro Magistrates Court 22 nd September 2025
Date of Decision	: 4 th November 2025

DECISION

Summary of Decision

1. **The application fails. The condition in question is not unduly burdensome.**
2. **The Applicant shall bear its fees of the application.**

Background

3. On 23rd December 2024, the Respondent issued conditions on the site licence dated 3rd August 2023 (“the Site Licence”) [115- 121], in respect of the site at Tremarle Park, North Roskear, Cornwall, TR14 0AT (“the Site”). The Site has planning permission and is a protected site.
4. On 17th January 2025, the Applicant applied to appeal a decision by the Respondent to attach conditions to the Site Licence under section 7 of the Caravan Sites and Control of Development Act 1960 (“the 1960 Act”). The Application was received by the Tribunal within the 28- day time limit.
5. The ground of appeal is that the one of the conditions attached to the Site Licence, Condition F, is unduly burdensome, pursuant to Section 5 of the 1960 Act.
6. The condition imposed reads:

“F: Water supply

(i) All pitches on the site shall be provided with a piped water supply sufficient in all respects to meet all reasonable demands of the caravans situated on them.

(ii) All repairs and improvements to water supplies and installations shall be carried out to comply with current legislation and British or European Standards. Work on water supplies and installations shall be carried out only by persons who are competent in the particular type of work being undertaken and in accordance with current relevant legislation and British or European Standards.”
7. The Applicant’s application states that it would agree the condition with the addition of the following wording:

(i) “where not supplied by an Authorised Water Supplier, this is the responsibility of the Licence Holder”
(ii) “where the water is not supplied directly to the homes by an Authorised Supplier, all repairs and improvements to the water supplies. shall be carried out by the Licence Holder to comply....”

It was not clear whether the additional wording to (i) was intended to be placed in advance of or after the wording of the Respondent,

although the Tribunal perceives after. It is apparent that the additional wording to (ii) would involve some duplication of words.

8. The conditions as they would be agreed by the Applicant, removing the duplicated words and placing them where the Tribunal perceives intended would therefore read:

F: Water supply

- (i) All pitches on the site shall be provided with a piped water supply sufficient in all respects to meet all reasonable demands of the caravans situated on them. Where not supplied by an Authorised Water Supplier, this is the responsibility of the Licence Holder.
 - (ii) Where the water is not supplied directly to the homes by an Authorised Supplier, all repairs and improvements to water supplies and installations shall be carried out by the Licence Holder to comply with current legislation and British or European Standards. Work on water supplies and installations shall be carried out only by persons who are competent in the particular type of work being undertaken and in accordance with current relevant legislation and British or European Standards.
9. The matter for the Tribunal to determine was therefore whether the, or some of the, additional words ought to be added to the condition.
10. The Tribunal issued Directions [10- 15] in the usual terms. Various delays occurred in relation to the hearing requiring further Directions. Those have no effect on the determination, although did include a decision by the Tribunal to inspect the Site. The Applicant supplied an electronic bundle comprising 139 pdf pages. References within this Decision, both above and below, to pages within the bundle [].
11. The Applicant provided a copy of a decision made by the Eastern Region of the Tribunal in 2017 in respect of a park called *Baysworth Park*- CAM/38UE/PHR/2016/0001 and also provided a written judgment of Bristol Crown Court in relation to a (failed) prosecution of it by Bristol City Council. The Respondent's Counsel provided a Skeleton Argument. For the avoidance of doubt, the documents mentioned in this paragraph are not within the bundle and so no page references are given.
12. During the life of these proceedings, the Tribunal issued a decision dated 31st March 2025 (as "revised") [68- 86] in respect of pitch fees for 4 pitches on the Site- CHI/00HE/PHI/2023/0521-0524 and CHI/00HE/PHI/2024/0270-0271. The Tribunal determined the reasonable pitch fee for 2023 to be the same as that for 2022 and did increase the pitch fee for 2024 by CPI, although necessarily from the appropriate 2023 level as determined. The decision is the subject of a grant of permission to appeal to the Upper Tribunal. Nevertheless, the Tribunal notes [83] that decision states in respect of the assertion of South West Water to accepting responsibility for all the water

infrastructure within the Site, “That would be unusual since drainage [and implicitly water supply] within the boundaries of a property would normally be the responsibility of the landowner, not the water supplier.”

Inspection

13. The Tribunal inspected the Site on the morning of 22nd September 2025 arriving at approximately 9:45 am. No representative of the parties was present. There was a gentleman undertaking work indicated to be on behalf of the Applicant, by the name of Philip. The Tribunal understood that he was expecting their attendance but had been asked to leave the Tribunal to its own devices.
14. The Tribunal inspection took approximately 15 minutes. The Tribunal walked around all of the roads on the site, returning to the entrance. The Tribunal does not comment on the site generally as not relevant for the purpose of this case. The relevant information is set out below.
15. The Tribunal saw that there was a hatch indicating access to a stopcock and an additional manhole entrance to water facilities just in front of the sign to the entrance to the Site by the main highway. Within the Site there were various gas service access hatches. There were none similar seen in respect of water. There were also surface water drains to edges of the roadway set into the road to carry away surface water.
16. To the left on entering the park, there were four units in a row with the long side facing towards the remainder of the park across a wide plot. The first three of those most visible by the entrance had new- looking kerbs between them and the road, gravel between the kerb and the home, bases, block paved driveways and areas of fencing, sheds and so on. It was not apparent to the Tribunal when those were placed on the Site, but they appeared markedly newer than the average home there. Partial road markings could be seen on the road by the kerbs, indicating the remainder of the markings to have been covered by the kerbs and pitches behind them.
17. The remaining units on the site varied in age. There were a number of double units and there were also a large number of single units. Certain of the older units appeared to have water supply pipes feeding to the side of the unit, at least one of which was via a blue pipe which rose from the gravel by the home. It was not possible for the Tribunal to see where water entered into the unit in respect of most of the units, including the three by the entrance mentioned above. It seemed to the Tribunal quite possible that the water supply entered some units from below, but the exact location of the individual supply pipes to the homes was not identifiably relevant.

Hearing

18. The hearing proceeded at Truro Magistrates Court, following the Tribunal arriving there after the inspection. The hearing commenced at

approximately 11.30am and ended a little after 3pm, following a reduced lunch break.

19. Mr Sunderland represented the Applicant. Mr Wadsley of counsel represented the Respondent. Mr Hall, solicitor, and Ms Angela McGinn, Group Leader (Licensing), of the Respondent also attended.
20. The Tribunal explained the above matters that it had seen at the inspection and checked about the documents to be considered.
21. Mr Sunderland stated, it having been checked, that he was not giving evidence but was present to represent the Applicant. There was no witness in attendance for the Applicant and indeed there had been no witness statement from any witness for the Applicant. There were statements of case (termed “Applicant’s Reply” [16- 19] and “Concise Reply” [20- 22], both of which were signed by Mr Sunderland.
22. The Respondent had provided a witness statement from Ms McGinn [101- 108 plus exhibits]. She gave oral evidence, being cross- examined by Mr Sunderland with some additional questions from the Tribunal and short- re- examination by Mr Wadsley. The Tribunal does not set out the evidence given here but rather refers to the relevant parts when setting out its Consideration of the issues below.
23. Oral closing submissions were provided by both Mr Wadsley and then Mr Sunderland.
24. The Tribunal is grateful to the above for their assistance with this case.
25. It merits recording that Mr Sunderland explained that the Applicant’s principal concern was with F (ii) rather than F (i), so the undertaking of works rather than ensuring a supply. However, he also stated that the Applicant did not agree F (i) as imposed by the Respondent and that the Applicant would only agree it with the addition of the further words proposed by the Applicant. Hence, both parts of the condition remained in issue.

The Law

26. The relevant provisions of the 1960 Act are as follows.
27. Section 1 makes it an offence for an occupier of land to use or to permit it to be used as a caravan site unless the holder of a site licence. Section 3 deals with the issue of a licence on an application made by the occupier. Section 5 gives the local authority the power to attach conditions to the licence. They include most pertinently as below (the section is not quoted in full):

“5 Power of local authority to attach conditions to site licences

(1) A site licence issued by a local authority in respect of any land may be so issued subject to such conditions as the authority may think it necessary or desirable to impose on the occupier of the land in the interests of persons dwelling thereon in caravans, or of any other class of persons, or of the public at large; and in particular, but without prejudice to the generality of the foregoing, a site licence may be issued subject to conditions—

.....
(f) for securing that adequate sanitary facilities, and such other facilities, services or equipment as may be specified, are provided for the use of persons dwelling on the land in caravans and that, at all times when caravans are stationed thereon for the purposes of human habitation, any facilities and equipment so provided are properly maintained.
.....”

28. Section 5(6) provides for the issuing of model standards. The Model Standards 2008 for Caravan Sites in England (“the Model Standards”) were made under this provision and are intended to represent what would in the usual course be expected on residential sites as a matter of good practice. The local authority is required to justify any decision not to have regard to a standard in setting a condition. In respect of water, that document reads as follows:

“10. Water Supply

(i) All pitches on the site shall be provided with a water supply sufficient in all respects to meet all reasonable demands of the caravans situated on them.
(ii) All new water supplies shall be in accordance with all current legislation, regulations and relevant British or European Standards.
(iii) All repairs and improvements to water supplies and installations shall be carried out to conform with current legislation and British or European Standards.
(iv) Work on water supplies and installations shall be carried out only by persons who are qualified in the particular type of work being undertaken and in accordance with current relevant legislation and British or European Standards.”

29. Sections 7 of the 1960 Act deals with an appeal against licence conditions by any person aggrieved by any condition subject to which a site licence has been issued. The applicant must satisfy the Tribunal that the condition is unduly burdensome, in which event the Tribunal may vary or remove the condition. The provision reads as follows:

“7 Appeal against conditions attached to site licence

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

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

(2) In so far as the effect of a condition (in whatever words expressed) subject to which a site licence is issued in respect of any land is to require the carrying out on the land of any works, the condition shall not have effect during the period within which the person to whom the site licence is issued is entitled by virtue of the foregoing subsection to appeal against the condition nor, thereafter, whilst an appeal against the condition is pending.”

30. There have been several decisions of the Tribunal sitting in its various regions in respect of appeals regarding site licence conditions. Whilst those are useful to indicate the approach taken in the given case, they have no precedent value, that is to say that they do not bind this Tribunal. They are also, inevitably, dependent on their facts.

31. As identified above, Mr Sunderland relied upon the decision in *Baysworth Park* and the view expressed in that case as to the meaning of the phrase “unduly burdensome”. The Tribunal determined in paragraph 20 of that case that:

“a licence condition will be unduly burdensome if -

(a) It is not necessary or it serves no useful purpose, having regard to paragraphs 3 and 4 of the Model Standards and section 5 of the Caravan Sites and Control of Development Act 1960, or

(b) The cost or the amount of work required to comply with the condition is excessive in comparison with the benefit it achieves, or

(c) It is impossible for the site owner to achieve compliance with it.”

32. The Applicant had contended that the Tribunal should have regard to “the benefit that the standard will achieve and the interests of both residents and site owners (including the cost of complying with the new or altered conditions” as referred to in paragraph 3 of the Model Standards and paragraph 4 which states that the standards “should be applied with due regard to the particular circumstances of the relevant site, including its physical character, any relevant services, facilities or other amenities that are available within or in the locality of the site and other applicable conditions.” The Respondent had argued that a condition would be unduly burdensome if it was disproportionately restrictive or was excessively difficult to fulfil.

33. The Tribunal identified that most if not all licence conditions will be burdensome to a degree, which both the Applicant and Respondent in this case indicated they accepted. Neither suggested the approach taken in *Baysworth Park* was incorrect. In *Baysworth*, some conditions were upheld and some were not, others were conceded by one or other party. The Tribunal in that case, and this Tribunal considers correctly, had regard to the nature of the particular condition sought to be imposed and made an assessment of that and whether that was in all the circumstances unduly burdensome. A condition that overhead cables must be at a minimum height was upheld despite those being owned by the electricity supplier; the Applicant accepted a

condition that the electricity network be of adequate capacity, although other conditions about the installation were removed. Most directly relevant, a condition that work on water supplies and installation be undertaken by suitably qualified persons and to suitable standards was upheld.

34. The Tribunal is aware of two appeals against decisions in this region about site licence conditions, one of which the first proceeded to a full appeal, *Wyldecrest Parks (Management) Ltd v Guildford Borough Council* [2017] UKUT 433 (LC). However, that did not focus specifically on the interpretation of “unduly burdensome” and so the Tribunal considered did not assist.
35. The latter is the refusal of an application by the Applicant to appeal a decision about *Riverside Drive Park* LC-2023-660. That did specifically relate to whether the conditions were unduly burdensome. The Upper Tribunal stated that whether a condition is unduly burdensome is a matter of judgment. The Upper Tribunal identified that “the issue which the FTT was required to consider, which was not whether the conditions imposed “the least burden to deal with the issue that required control” but rather whether the condition was unduly burdensome.” Those observations merit note but a decision to grant or refuse permission to appeal creates no binding precedent.
36. Given that the Tribunal did not find those judgments to be of assistance to the determinations required by the Tribunal- the Applicant did not in particular frame its case as the condition producing the least burden necessary- the Tribunal did not specifically consider them when reaching the Decision and did not regard it as necessary or useful to seek any submissions from the parties about them.
37. The Tribunal is not aware of, and was not referred to, any judgment of the Upper Tribunal which does address the question of interpretation of “unduly burdensome” beyond the short comment quoted above. It may be that reflects the fact that cases will turn on their facts and on matters of judgment when applying those facts- with a very narrow window for any appellate tribunal- and that parties have accepted that.
38. Both parties also relied upon the Water Industry Act 1991. Mr Wadsley quoted section 179 in his Skeleton Argument, which includes the following:

“Section 179 - Vesting of works in undertaker.

(1) Subject to subsections (1A) and (3) below—

(a) every relevant pipe which has been laid, in exercise of any power conferred by this Part or otherwise, by a relevant undertaker; and

(b) every sewage disposal works constructed by a sewerage undertaker, shall vest in the undertaker which laid it or, as the case may be, the undertaker which constructed them.

.....

(3) Subsection (1) above shall not apply to a service pipe laid in a street other than the street in which the water main with which it connects is situated and

shall not apply to a service pipe laid otherwise than in a street where that pipe is laid—

(a) in pursuance of the duty imposed by virtue of section 46(4) above; or

(b) in substitution for a service pipe belonging to a person other than the person who lays the replacement pipe.

(7) In this section—

“relevant pipe”—

(a) in relation to a water undertaker, means any water main (including a trunk main), resource main, discharge pipe or service pipe;”

39. The Applicant also relied on section 4 of the Act, which provides that an owner or occupier of “premises” commits an offence if it intentionally or negligently causes or suffers a water fitting for which it is responsible to be or remain out of order with effect on water in a pipe or water main of a water undertaker.

Findings of Fact and other Factual Matters

40. The matters below are taken from the Applicant’s statement of case and Concise Reply and the Respondent’s witness evidence where the two sides’ positions as expressed are consistent. The Tribunal has not relied upon the Applicant’s documents in respect of matters of fact not also stated on behalf of the Respondent, given that Mr Sunderland did not seek to give evidence and there was no other witness for the Applicant to speak to such matters.
41. It was common ground that the Site had been previously licensed by a district council predecessor of the Respondent unitary council.
42. The Site, plus 5 others in Cornwall, was purchased by the Applicant in 2015. The parties to the sale agreed to the transfer of the existing licences. The Applicant’s case is that the conditions applicable to the site licences were unclear.
43. On 3rd August 2023, following a decision of the Licensing Committee of the Respondent [110- 113], the Respondent issued the Site Licence to the Applicant. No information was provided by either side as to what precisely happened between 2015 and 2023 but there was no suggestion of anything on which any issue turned. It was apparently common ground that conditions were finalised in April 2023 and that the Applicant then raised no objection to those conditions, including no objection to the condition now the subject of the application to the Tribunal.
44. On 2 July 2024 the Respondent received an email from Mr Sunderland in which he identified that the Respondent had not formally issued the conditions for the Site and another park, stating, “this should not be contentious as you have proposed conditions in the same terms as our other Licences and there were no objections” [129]. It was not in dispute that the conditions on the other parks are the same as those imposed on the Site, including condition F. Previously, on 8th August 2023, Mr

Sunderland had stated by email [122] that there was no objection to the conditions in respect of the particular Site.

45. Ms McGinn states in her witness statement that regard was had to the Model Conditions and that is not in dispute- as to whether there was too much regard and in contrast too little regard to the Site is a live issue. She also stated that consideration was given to statutory guidance: “Mobile Homes Act 2013: a best practice guide for local authorities on enforcement of the new site licensing regime” and “Mobile Homes Act 2013: advice to local authorities on the new regime for applications for the grant or transfer of a site licence”, which was not challenged. Neither side provided or made any further reference to either of those documents. Ms McGinn also said that the conditions were primarily based on the Model Conditions but with regard to the terms of conditions imposed on the previous site licence, in particular the inclusion of the requirement that the water supply be “piped”.
46. Mr Sunderland cross- examined Ms McGinn in respect of the process of imposing the condition. He established that she had not visited the Site. Ms McGinn said that there had been discussions with the Licensing Compliance Team and re- iterated her statement about considering previous conditions as well as the Model Standards. She accepted that referring to “minimum conditions” was not correct. Ms McGinn emphasised that the condition requires the Applicant to ensure a supply but does not stipulate who supplies and she asserted the condition to be appropriate whoever does supply.
47. The Respondent did not formally impose the conditions, the Tribunal finds on the evidence given, purely by oversight. The Respondent’s case is that in December 2024 it realised that the conditions had not been imposed. That has not been disputed by the Applicant. As mentioned above, the conditions were then imposed by the Respondent on the Site Licence [131].
48. Also in December 2024, a dispute arose between the Applicant and South West Water in respect of water leaks affecting the water pressure and/ or otherwise the water supply to the Site and which had been impacting on the pitch occupiers. South West Water threatened to cut off the water supply.
49. It is common ground that the occupiers of homes on pitches on the Site pay South West Water for the supply to them of water- the Applicant does not supply the water to the residents as a water re-seller or at all. It is apparently uncontentious that the stopcock just outside the entrance to the Site is where South West Water would have turned off the supply to the Site in the event that issues had not been resolved in December 2024/ January 2025.
50. Correspondence ensued between solicitors for the Applicant and solicitors for South West Water [59- 67] in which South West Water argued that the pipes within the Site were not its responsibility and that

the fact those were used in the supply of water to mobile homes situated on the Site was a separate matter and in which the Applicant referred principally to the Applicant not being the water supplier.

51. The Applicant contends in its Concise Reply, and the Respondent has not sought to gainsay it, that South West Water repaired upwards of 15 leaks in the water pipes, of which some (but no clear number) are said to be in adjacent land over which the Applicant has no control. It is implicit that there were several leaks in pipes within the Site and on the information provided the Tribunal draws that inference. The Respondent's position, on the basis of information from South West Water, is that the works were undertaken pursuant to statutory powers.
52. The Applicant then challenged the condition with the Respondent which initially said the conditions are based on the Model Standards which had been agreed to and later also relied upon the terms implied by statute into pitch occupation agreements for the site owner to maintain water and other services supplied. The simplest fact about the latter is that the Applicant does not supply water to the pitch occupiers, whether as a water re- seller or otherwise.
53. Ms McGinn in her statement said that South West Water sent an email as part of an exchange providing a map and diagram of the Site and infrastructure, producing the email [137- 139], indicating the responsibility of the water company to end at the stopcock.
54. The Tribunal turns to the contentious factual aspects of the case.
55. As identified above, the Applicant adduced no witness evidence.
56. Most notably, that is to say no evidence that the Applicant does not own the pipes situated within its land.
57. Mr Sunderland sought in closing to draw a distinction between the freeholder, who he stated to be Best Commercial Holdings Limited (or similar) and the Applicant. It should be said that there was no evidence before the Tribunal as to the identity of the freeholder, but it appeared to be accepted that there is a freeholder and the Applicant has been granted a lease, which the Respondent at least seems to have accepted as sufficient interest in the Site to form the basis of a grant of the Site Licence. In the circumstances, the Tribunal is content to accept that the above company, or another Best company, is the freeholder.
58. There was no evidence that the Applicant's leasehold interest in the Site for the terms of the lease did not extend to water pipes, and/ or other service media and similar, in the ground. No evidence was provided of any reservation from the demise in favour of Best (nor was there any argument that the Applicant would have been unable to arrange access and works to the pipes from that other company within its group if relevant) or of any reservation of the water pipes to any other entity.

59. Whilst the Applicant relied upon the pipes not belonging to it as part of its case, the Applicant failed to adduce any documentary or witness evidence to support that position. It would have been entirely open to it to do so had there been any which it considered would assist its case and demonstrate the position it asserted.
60. The Applicant's case says that "it transpired that as all of the residents paid their water to SWW, SWW were responsibility (sic) for the water supplies and installations on Tremarle Park". However, the Tribunal finds that confuses and conflates 2 separate matters, the supply of water on the one hand and ownership of the water pipes on the other.
61. The Applicant's Concise Reply boldly states that in the March 2025 Decision the Tribunal accepted that responsibility for maintaining the pipework lies with South West Water, but the Tribunal finds that statement is wrong. The Tribunal recorded in that Decision that Mr Sunderland said that the Applicant is not responsible for, amongst other things, the condition of the pipes (and that some 25 leaks were repaired) but that is not the same as the Tribunal finding that statement on behalf of the Applicant to be correct.
62. There is a finding in paragraph 111 of the March 2025 Decision that water and drainage is supplied by South West Water but none about the pipes belonging to that company. The Tribunal recorded that no definitive evidence was provided by either party as to the ownership of the infrastructure within the Park which enabled the water supply. The presumption discussed below does not in terms appear to have been specifically drawn to the Tribunal's attention and the purpose of the proceedings were different to the current ones. However, paragraph 115 specifically said the normal position would be the pipes belong to the Applicant.
63. Hence any potential question of an issue estoppel- in effect findings of a previous tribunal preventing any contrary finding now- certainly does not arise.
64. The Tribunal agrees with Mr Wadsley that the owner, whether by freehold or by leasehold, of land prima facie owns the pipes and similar within the land (also matters such as minerals which is why it is not uncommon for those to be specifically excluded). That is to say that there is a common law presumption of ownership by the holder of the estate in the land.
65. Mr Wadsley highlighted that the response of South West Water to a resident contacting about problems with water pressure was for the resident to contact the Applicant, although the Tribunal also considers that adds nothing, only demonstrating the response of the company to a complaint, which may not be reliable.
66. That presumption could have been rebutted by evidence adduced by the Applicant that in fact another party owns the pipes. There could for

example have been produced a licence or similar for a utility operator to lay pipes and own the pipes and giving a right to access the land to maintain them. However, that would need to be cogently stated by a witness and/or the existence of such would have to be sufficiently demonstrated. Or there could potentially have been evidence of ownership by the freeholder and exclusion from the leasehold interest. The Tribunal accepts that the Applicant is not responsible for pipes on or in land belonging to third parties in the event of any being demonstrated.

67. In this instance, neither the sort of evidence referred to above nor anything else which rebuts the presumption was shown by the Applicant.
68. The Tribunal has no hesitation in finding as a fact on the evidence adduced that the water pipes belong to the Applicant.
69. The Tribunal also finds as a fact, for the avoidance of doubt, that the ownership of the pipes and the supply of water can be, and in this instance are, different matters.
70. The Tribunal does not make any finding about whether there may have been additional pitches on the Site since the Applicant's purchase which would have needed to be supplied with water and so require additional water pipes. The Tribunal considered that the partial covering of road markings might support that. However, the Tribunal identifies that it could also support a change in size or orientation of previously existing pitches. The Tribunal does not consider there to be sufficient to make a finding one way or the other, or sufficient from which any inference may be drawn, and does not consider any such finding to be necessary.

Consideration

71. The Tribunal was not asked to determine whether the Applicant's previous agreement to the condition, which was unequivocal and not subject to any circumstances, bound and binds it and whether the Applicant was unable to resile from that. The Tribunal therefore proceeds on the footing that the Applicant can still challenge the condition.
72. The Tribunal considers it appropriate to adopt the test formulated in *Baysworth Park*. That is not to indicate that the Tribunal considers there could never be other considerations, but Mr Wadsley did not argue against the formulation which Mr Sunderland advanced and the Tribunal considers it encapsulates any matters relevant for this case.
73. The Tribunal does not find the sections of the Water Industry Act 1991 relied upon by the parties to add anything. It distinguishes a water main or pipe belonging to an Authorised Supplier from other pipes but the Tribunal does not consider it adds to the presumption in this case.

74. The Applicant's statement of case and Mr Sunderland in closing asserted that the condition- the Tribunal understands both elements and unless the suggested further words are added- was not appropriate as the Licence Holder was not responsible for the supply and installations. The Tribunal notes that the Applicant has not directly explained why the burden is said to be an undue one but understands the Applicant's case to be that it would not be possible for the Applicant to attend to pipes which do not belong to it, so the third limb of the test formulated in *Baysworth Park* that the condition is one with which the party is not able to comply- if the Applicant's case was something else it failed to demonstrate that.
75. The Tribunal determined that the Applicant's case essentially fell upon the Applicant failing to demonstrate that the water supply pipes were owned by anyone else, as explained below. The finding of the pipes belonging to the Applicant renders the Applicant's argument unsustainable. The question of whether the conditions are unduly burdensome must be viewed through the prism of the water pipes being the Applicant's water pipes. Even if there may otherwise have been merit in its position, the fact found of the water pipes in its land being the Applicant's undermined its arguments. Mr Sunderland identified at the end of his closing that the question comes down to who owns the pipes and the Tribunal considers he is to a fair extent correct about that, although it is not the whole picture.
76. The Applicant criticised the reliance by the Respondent upon South West Water's statement that the Applicant was responsible for the pipes in its land and criticised the fact that there was no witness statement from anyone at South West Water or witness who would be attending the hearing. It is not necessary to labour the same but much more fundamental failure on behalf of the Applicant. Mr Sunderland noted that it is not uncommon for someone responsible for something to deny being, with which the Tribunal agrees.
77. Although not determinative, the Applicant did not explain how and why it would not be possible to attend to the pipes or ensure that they were attended to whether they belonged to it or not. The Applicant's apparent case was not backed up with any detail (particularly in evidence).
78. The Respondent noted the condition to in any event be the same as imposed for the other 5 parks (and although the site licences for those were exhibited to the statement of Ms McGinn, they were not included in the bundle, which the Tribunal perceives to reflect the fact that the wording would indeed simply have been the same that in the Site Licence and hence unnecessary repetition). That might have been a double- edged sword given that one of the Applicant's arguments was that it was just that sameness which indicated the particular circumstances of the Site had not been properly considered, but the

circumstance the Applicant argued for was the lack of ownership of the pipes by the Applicant, which is not relevant given the finding of fact.

79. The Tribunal agrees with the Applicant that just because a condition is included in the Model Standards does not mean that it is appropriate to impose that condition in respect of the particular Site. The Tribunal further accepts that other conditions contained with the Model Standards may not be appropriate for some sites. Having due regard to the particular circumstances of the relevant site, it may well be that one or more of the conditions in the Model Standards should not be imposed. Those circumstances should be considered and there should not simply be blanket application of the Model Standards without that.
80. Noting Mr Sunderland's challenge to Ms McGinn about failure to consider the circumstances of the Site, the Tribunal determines that there is nothing unusual in the circumstances. It is a residential park, there is a mains supply to the edge of the land and there is water supplied through pipes owned by the Applicant to the individual homes. That is a very common, indeed the usual, circumstance. The circumstance which Mr Sunderland relied upon- the pipes belonging to South West Water or otherwise not to the Applicant- was not made out on the evidence. The Tribunal rejects the Applicant's argument that the Respondent did not have due regard to the circumstances.
81. The Tribunal also notes that the Applicant produced [89- 97] the site licence for Baysworth Park but that includes all of the wording about water supply that is contained in condition F and mirrors the Model Standards.
82. The Applicant did not demonstrate that there had been blanket application by the Respondent and indeed the slightly different wording indicated the contrary. In any event, the condition as imposed is appropriate and creates no excessive burden.
83. The Tribunal comments further on the specifics of each element of the condition in turn, starting with condition F (i) so the pitches being provided with a piped water supply sufficient in all respects to meet all reasonable demands.
84. Mr Sunderland accepted, and he was plainly right to do so, that the supply of water to homes is essential for them to be habitable. Mr Sunderland also identified that the Applicant had not argued that the cost of ensuring a water supply is excessive in comparison with the benefit it achieves. He sensibly conceded that the benefit is obvious.
85. It is inconceivable that there could be residential homes on land without a requirement for a supply of water. That supply is fundamental to modern life and health.
86. This Tribunal determines that for something as fundamental as the supply of water, the hurdle to be cleared by a site licence holder seeking

to demonstrate a condition to be unduly burdensome is a very high one. The more significant the subject matter of the condition, the more the site licence holder might be expected to shoulder the burden and the further the licence holder will need to go to demonstrate the burden to be an undue one. The Tribunal does not suggest that there is any different test dependent upon the significance of the subject matter of the condition. Rather, that the application of the test and the extent of the acceptable burden will vary and the point at which the burden may be an undue one will vary similarly.

87. The Tribunal considers that the purpose of the condition is obvious and eminently sensible. The Applicant is required to ensure that there is a water supply. In practice, if the supply is provided by South West Water or a similar provider, there will be nothing for the Applicant to do in order to comply. The residents will have water supplied to them and no issue will arise. The relevance of the condition will be to a situation in which the supply from South West Water or a similar provider is at risk of ceasing or does cease. In that instance, the Applicant will need to ensure that supply is maintained to the residential occupiers of parts of its land, either by entering into a contract itself and re-selling the water to occupiers or by another means.
88. If the condition were not imposed, the Applicant would not be required to ensure a supply despite the fact that there were occupiers of park home with agreements to occupy parts of its land as their residences and paying to do so. Such residents have been identified to be more elderly and more vulnerable than the average.
89. The Tribunal would also in any event have rejected the additional wording proposed by the Applicant.
90. On its face, the additional wording proposed by the Applicant would add nothing in practical terms. The notion that the Applicant would be responsible if an Authorised Supplier ceased supplying does not add anything to the need for the Applicant to ensure supply in such a situation without the additional wording. The only difference is that the wording required by the Respondent makes the Applicant responsible for the supply where there is an authorised supplier but without in the normal course the Applicant having to actually do anything.
91. As observed in the hearing, the additional wording would in contrast produce a potential gap. If there were something amiss with the pipes within the Site land, the current wording would require the Applicant to deal with that in order to ensure the water supply.
92. In the event of amendment to the Applicant's proposed wording, if the Authorised Supplier were to cease supply, the Applicant would have to deal with the pipes and other water installations in the course of ensuring supply of water. However, if South West Water or similar continued to supply, the Applicant would not, pursuant to the Licence

at least, have to do anything to ensure the pipes and similar enabled such supply. If a problem arose, South West Water or similar could attend to the pipes using statutory authority- presumably seeking after that to re- charge the cost to the Applicant. Alternatively, it might again threaten to cease supply and may cease supply, leaving the residents without any supply and the homes effectively uninhabitable and from the perspective of the Site Licence including the Applicant's proposed amended condition, the Applicant would be able to leave that wholly unsatisfactory situation in place. The Tribunal agrees with Mr Wadsley that would, at best, cause potential confusion.

93. The Tribunal rejects that as being an acceptable state of affairs. The Tribunal does not consider the amended wording suitable.
94. The Tribunal determines that the Applicant has failed to demonstrate the requirement of condition F (i) to be unduly burdensome. Hence the additional proposed wording is not relevant, but if different wording had been, that proposed by the Applicant would not be the answer. The Applicant will have to ensure that its pipes are maintained in a suitable condition to facilitate the supply of water of an acceptable standard: the Applicant will have to, if South West Water or similar may cease to supply water, ensure that its residents continue to receive a supply.
95. For completeness, the Tribunal considers that the requirement for the Applicant to ensure a water supply to the homes situated on its land would have remained appropriate even if the pipes had been found to be owned by South West Water, given the residential occupation, although the situation would have been different to the actual one. The fact that the Tribunal in Baysworth Park made a different finding with regard to electricity is respectfully noted but the Tribunal would have differed. It is not useful to discuss at greater length a different factual situation than the one which arises. The Tribunal does note the Applicant's assertions.
96. The Tribunal turns to condition F (ii), the requirement for work to the pipes to be carried out through a competent contractor. The wording is the same as that upheld in *Bayswater*, the decision in which the Applicant sought to rely upon.
97. Given the finding about ownership of the water pipes, this relates to work which the Applicant may need to have done to its pipes. There are essentially only 2 possible situations. The first is that the Applicant should be required to ensure a contractor undertaking works is suitable. The second is that the Applicant does not have to ensure a competent contractor and could engage a contractor who was not competent or permit a contractor not competent in the event that third party could undertake works to the Applicant's pipes
98. The competency of the contractor and the appropriateness of the work is particularly pertinent to something as fundamental as the supply of water. So too, is there being work as opposed to a lack of it. The

Tribunal is unable to identify anything remotely undue in the burden of work having to be undertaken seeking a suitable contractor. Having identified that cost would not be a relevant factor given the subject matter, the only burden could be that there may be fewer suitable contractors than the combined pool of suitable contractors and unsuitable ones. That cannot be anything like sufficient.

99. The Tribunal would again have considered the condition remained appropriate even if the Applicant had shown the pipes to belong to South West Water or another third party. The Tribunal accepts that it would be more difficult for a site owner to ensure that the contractor is suitable if the work is carried out on the instruction of a third-party water provider to which the pipes belong, much as it would be expected that such a provider would ensure a competent contractor instructed because of its own obligations. However, the Tribunal would not have regarded it as impossible or close to that. The Tribunal rejects the argument advanced in closing that the Applicant would not be able to find suitable contractors, for which there is no evidence and which would support the condition not applying to any park, where it has been accepted by the Applicant on other parks and the Model Conditions have considered it usually appropriate.
100. The amended wording would have the effect, at least pursuant to the Site Licence and if an Authorised Supplier supplied the water, of the Applicant being able to instruct a contractor not meeting appropriate standards. The Applicant would only have to take steps (assuming amendment to F (i)) and through a suitable contractor if South West Water or similar ceased to supply. It is rather obviously unsustainable that there could be distinction as to the quality of contractor dependent upon who supplied the water at the time. A condition allowing a potentially incompetent contractor would be an unjustified departure from the Model Standards.
101. The Tribunal determines that the Applicant has failed to demonstrate the burden placed upon it by condition F (ii) to be excessive. Again, if it had not been, the Applicant's proposed wording would not have been the answer to that.
102. If anything had turned on the matter, the Tribunal would have determined that where the 1960 Act refers to land, the premises in question in this instance is the Site. In practice, the Site is divided into a number of pitches for the purpose of those with agreements to do so occupying those areas of the Site. They hold licences and have no interest in the land itself.
103. There is only one area of land (or "premises") as such, under one title number. Anything else is about the use of the land and how the Applicant has divided up that use, including how it has permitted others- the pitch occupiers- to live on particular parts. It is the Site as a whole which is the relevant entity and the pipes relate to supply for parts of it.

104. The Tribunal understands why the situation in December 2024 may have caused the Applicant some concern, even an initial reaction against the particular condition. However, with the benefit of time and reflection, it is difficult to understand the Applicant maintaining its arguments, not least in the absence of a firm factual foundation.

Decision

105. The Applicant's appeal is rejected. The Tribunal is satisfied that it is not unduly burdensome to impose either part of condition F. The Tribunal upholds the wording of the condition in full and without addition or amendment.

Costs and Fees

106. The Applicant sought payment by the Respondent of the fees incurred in bringing the application irrespective of the outcome on the basis that the Respondent had required it to apply if it sought variation of the wording.
107. The Tribunal has determined that the condition is not unduly burdensome and that there is very sound basis for its imposition. The Tribunal can identify no basis on which it might have been appropriate for the Respondent to vary it and indeed considers it entirely appropriate that the Respondent wished to retain it. The Respondents insistence on retaining the condition was not oppressive, as Mr Sunderland argued, but rather was appropriate and its position that if the Applicant still sought a variation of the condition, then it should apply to the Tribunal equally so. The Tribunal finds further negotiation would not have altered the position. Mr Sunderland relied upon the Written Judgment in the criminal case suggesting the Respondent's position to amount to an abuse of process in like manner to the other party in that case but the Tribunal regards that case to be wholly different and to offer no support for the argument.
108. The Applicant did apply and was not successful as explained above. In the usual course, it would not recover the fees. This case provides nothing which renders it appropriate to award the Applicant its fees for its failed application.
109. Even if there had been any potential issue with the approach taken by the Respondent, the Tribunal would have set against that the Applicant's lack of evidence on which to base its case and the inevitable failure of the case, such that there would have been a powerful counter-weight to any matter weighing against the Respondent in any event. In the event, that is not a weighing exercise that the Tribunal is required to undertake, nothing weighing in favour of requiring the Respondent to pay the fees of the Applicant's failed application.

RIGHTS OF APPEAL

1. A written application for permission must be made to the First-tier Tribunal at the Regional office which has been dealing with the case. The application for permission to appeal must arrive at the Regional office within 28 days after the date this decision is sent to the parties.
2. If the application is not made within the 28-day time limit, such application must include a request for an extension of time and the reason for not complying with the 28-day time limit; the Tribunal will then look at such reason(s) and decide whether to allow the application for permission to appeal to proceed despite not being within the time limit.
3. The application for permission to appeal must state the grounds of appeal and state the result the party making the application is seeking. All applications for permission to appeal will be considered on the papers.
4. Any application to stay the effect of the decision must be made at the same time as the application for permission to appeal.