

III.2 Model Written Statement November 2006

The Model Written Statement has been prepared in conjunction with the National Park Homes Council, BH&HPA's National Legal Adviser, Tony Beard of Tozers Solicitors and BH&HPA member park owners and managers.

The Agreement between the park owner and the home owner is called the Written Statement and is referred in Handbook Section III.1 Park Home Law. You should not attempt to change the Written Statements of current home owners. The following new model Written Statement can be used for all sales by park owners after 1 October 2006. A checklist is provided to assist you in completing the document before passing it to the park home purchaser.

Handbook Section III.1.11 Park Home Law 13. Park home sales by park owners should be read alongside this section. In particular, park owners and managers should bear in mind the requirement that the purchaser must be allowed 28 days to review the fully-completed Written Statement before they are committed to the purchase (unless agreed otherwise in writing).

Park Owner's Checklist for completing the Written Statement

PART 1

<input type="checkbox"/> 2. Parties to the agreement Complete the boxes with: <ul style="list-style-type: none">• full name and current address of park home purchaser• full name and business address of park owner (see Ill.1.10 Park Home Guidance 11. Park owner's name and address).
<input type="checkbox"/> 3. Start date Insert the start date for the agreement (if possible) – this should be at least 28 days after the purchaser has been provided with the fully completed Written Statement, unless they have signed Form B, waiving their rights and consenting to a shorter period to review the agreement. The start date will normally be the day that the purchaser of the home makes the final payment for it and is given the keys.
<input type="checkbox"/> 4. Particulars of the pitch Complete with the park address and the number of the pitch.
<input type="checkbox"/> 5. Plan Provide a plan showing: <ul style="list-style-type: none">• the size and location of the pitch• the size of the base on which the park home will be stationed• and give measurements from identifiable fixed points on the park to allow for clear identification of both the pitch and the base. The plan does not need to be drawn to scale, but must provide sufficient information to provide total clarity as to the extent of the pitch and the base over which the purchaser will have rights and responsibilities.
<input type="checkbox"/> 6. Site owner's interest in the land If you have a freehold and no time limits on the park's planning permission, delete these paragraphs. They should only be completed when there is a legal time limitation on the park owner's rights to operate the park (i.e. a leasehold interest in the land or a temporary planning permission).
<input type="checkbox"/> 7. Pitch Fee Complete all boxes giving: <ul style="list-style-type: none">• date from which pitch fee is payable• whether a weekly, monthly, quarterly or annual charge• the amount of the pitch fee• list all services the charge for which is included in the pitch fee• delete 'Water' and 'Sewerage' if these are charged separately from the pitch fee. The listing of services included in the pitch fee provides clarity for the consumer and it is essential to ensure that all services whose costs are included within the pitch fee are listed and any services which are charged by the park owner separately from and in addition to the pitch fee are listed under 9. Additional Charges.
<input type="checkbox"/> 8. Review of pitch fee Insert pitch fee review date – the day and the month.
<input type="checkbox"/> 9. Additional charges List any items charged by the park owner in addition to the pitch fee. This might include water, sewerage, gas or electricity etc. re-sold by the park owner where these are not charged through the pitch fee. Clarity is essential, if the items are not listed, the home owner will not be obliged to pay the charges for them.
<input type="checkbox"/> 10. Details of mobile home Complete the boxes to provide full details of the park home being purchased including the maximum number of occupiers agreed with the home owner.

PART 5

<input type="checkbox"/> Express Terms Check that the Express Terms (1.-6.) are appropriate to your park business. If you consider making alterations to the model wording provided, you are strongly advised to seek expert legal advice.
<input type="checkbox"/> Signatures (page 21) Delete either sentence (a) or sentence (b) as appropriate and ensure the Agreement is signed and that those signatures are witnessed on or before the date the Agreement begins (3. Start Date above). Each signature should be dated with the date of signing.

ATTACHMENTS

<input type="checkbox"/> Site Licence Attach the full Site Licence, and all conditions attached to it, to the Written Statement.
<input type="checkbox"/> Park Rules Attach the full Park Rules to the Written Statement, making sure they comply with consumer regulations.

RECEIPT

<input type="checkbox"/> Ensure you obtain a signed receipt for the Written Statement – Form A (and if the consumer wishes to waive the 28 days to review the documentation, Form B in addition).

FILE

<input type="checkbox"/> Remember both the park owner and the home owner should have a signed copy of the Written Statement and attachments on file.
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WRITTEN STATEMENT
UNDER MOBILE HOMES ACT 1983

IMPORTANT – PLEASE READ THIS STATEMENT CAREFULLY AND KEEP IT IN A SAFE PLACE. IT SETS OUT THE TERMS ON WHICH YOU WILL BE ENTITLED TO KEEP YOUR MOBILE HOMES ON SITE AND TELLS YOU ABOUT THE RIGHTS WHICH WILL BE GIVEN TO YOU BY LAW. IF THERE IS ANYTHING YOU DO NOT UNDERSTAND YOU SHOULD GET ADVICE (FOR EXAMPLE FROM A SOLICITOR OR A CITIZENS ADVICE BUREAU)

PART 1

Introductory Provisions and Express Terms (other than those specified in Part 5)

1. The Mobile Homes Act 1983 (“the 1983 Act”), as amended by the Housing Act 2004, will apply to the agreement.

Parties to the agreement

2. The parties to the agreement will be—

(name and address of mobile home occupier)

(name and address of site owner)

Start date

3. The agreement will begin on

(insert date)

Particulars of the pitch

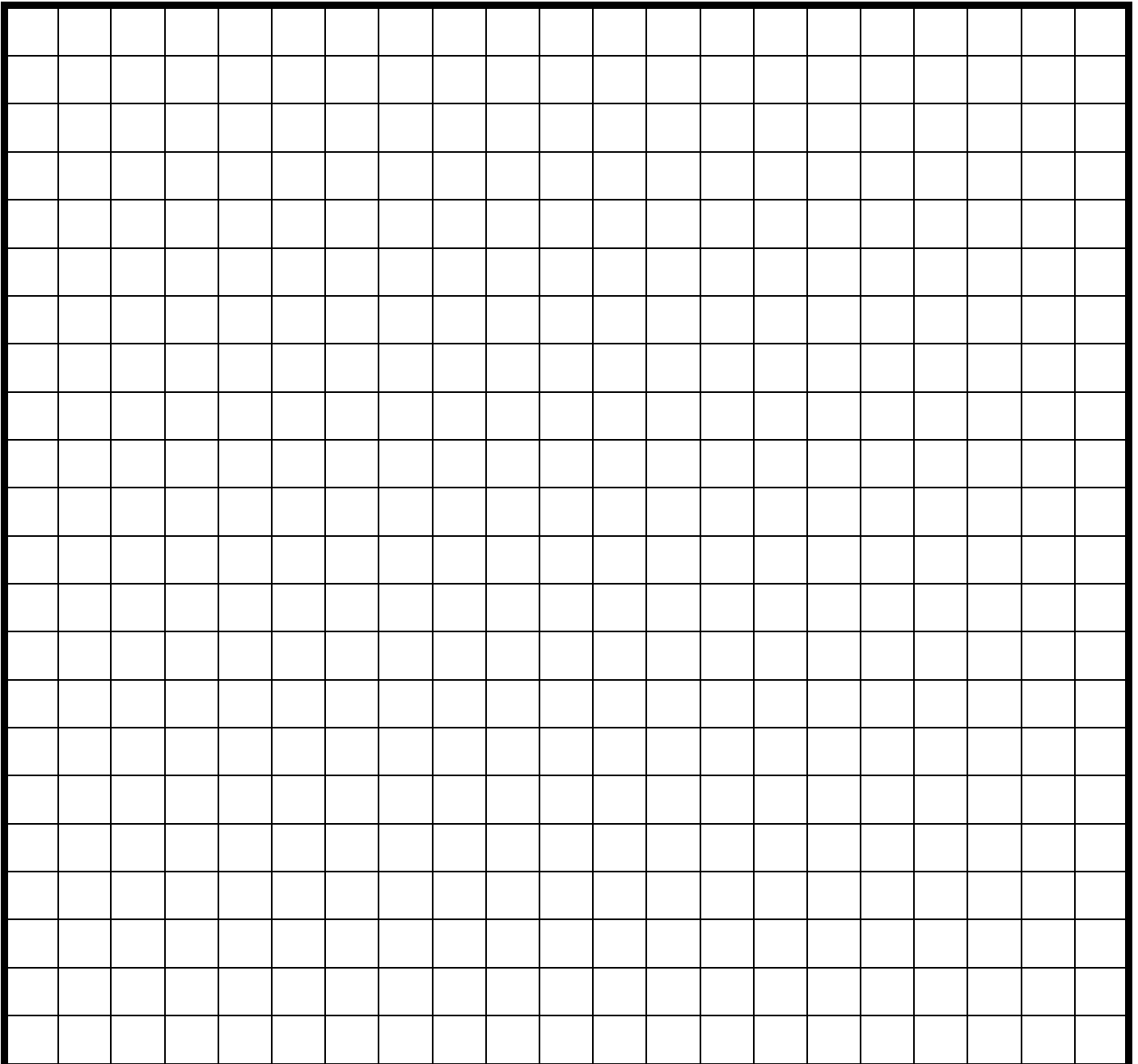
4. The particulars of the land on which you will be entitled to station your mobile home are

(insert sufficient details to identify the site and the pitch)

Plan

5. A plan showing

- (a) the size and location of the pitch;
- (b) the size of the base on which the mobile home is to be stationed; and
- (c) measurements between identifiable fixed points on the site and the pitch and base;



Site owner's interest

6. The site owner's estate or interest in the land will end on

(If this statement applies insert date); or

The site owner's planning permission for the site will end on

(If this statement applies insert date)

This means that your right to stay on the site will not continue after either of these dates unless the site owner's interest or planning permission is extended.

(If only one of these statements apply, cross out the words that do not apply. If neither of these statements apply, delete this paragraph.)

Pitch fee

7. The pitch fee will be payable from

(insert date)

The pitch fee will be payable

weekly / monthly / quarterly / annually

(cross out the words which do not apply)

The pitch fee is

£

(insert amount)

The following services are included in the pitch fee

Water
Sewerage
<i>(Cross out the services which are not included and add any others which are included in the pitch fee)</i>

Review of pitch fee

8. The pitch fee will be reviewed on the following date each year

<i>(insert day)</i>	<i>(insert month)</i>
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This date is the review date.

Additional charges

9. An additional charge will be made for the following matters

<i>(List the matters for which an additional charge will be made)</i>

Details of the mobile home

10. Details of the Mobile Home

Make:	
Model:	
Serial No:	
Year of Manufacture:	
Maximum number of people permitted to occupy the home	
Length	Metres / Feet
Width	Metres / Feet

PART 2

Information about your rights

The Mobile Homes Act 1983

1. Because you will have an agreement with a site owner which will entitle you to keep your mobile home on his site and live in it as your home, you will have certain rights under the Mobile Homes Act 1983, affecting in particular your security of tenure, the sale of your home and the review of the pitch fee.

Implied terms

2. These rights, which are contained in the implied terms set out in Part 3 of this statement, will apply automatically and cannot be overridden, so long as your agreement continues to be one to which the 1983 Act applies.

Express terms

3. If you are not happy with any of the express terms of your proposed agreement (as set out in Part 5 of this statement) you should discuss them with the site owner, who may agree to change them.

Right to challenge

4. If you enter into the agreement and subsequently become dissatisfied with the express terms of the agreement you can challenge them as explained in paragraph 5. But you must do so within six months of the date on which you enter into the agreement or the date you received the written statement, whichever is the later. If you wish to challenge your agreement, you may wish to consult a solicitor or citizens' advice bureau.

5. A challenge can be made either in the county court or before an arbitrator. You can—

- (a) ask for any express terms of the agreement (those set out in Part 5 of this statement) to be changed or deleted; or
- (b) ask for further terms to be included in the agreement concerning the matters set out in Part 2 of Schedule 1 to the 1983 Act (see paragraph 8).

The site owner can also go to court or to an arbitrator to ask for the agreement to be changed in these two ways.

6. The appointment of an arbitrator may be provided for in one of the express terms of the agreement. If not, you and the site owner can still agree in writing to appoint an arbitrator to settle a dispute between you.

7. The court or arbitrator must make an order on terms they consider just and equitable in the circumstances.

Further terms

8. The matters set out in Part 2 of Schedule 1 to the 1983 Act are—

- (a) the sums payable by the occupier in pursuance of the agreement and the times at which they are to be paid;
- (b) the review at yearly intervals of the sums so payable;

- (c) the provision or improvement of services available on the protected site, and the use by the occupier of such services; and
- (d) the preservation of the amenity of the protected site.

Time limit

9. If no application to the court or an arbitrator is made within six months of the date on which you entered into the agreement or the date you received the written statement, whichever is the later, both you and the site owner will be bound by the terms of the agreement and will not be able to change them unless both parties agree.

Unfair terms

10. If you consider that any of the express terms of the proposed agreement (as set out in Part 5 of this statement) are unfair, you can, in accordance with the provisions of the Unfair Terms in Consumer Contracts Regulations 1999^a, complain to the Office of Fair Trading or any qualifying body^b.

^a S.I. 1999/2083

^b For the definition of “qualifying body” see S.I. 1999/2083

PART 3

Implied Terms

Under the 1983 Act, certain terms will be automatically included in your agreement. These implied terms are set out in Part 1 of Schedule 1 to the 1983 Act This is set out below and includes the amendments made to Schedule 1 by the Housing Act 2004 and the Mobile Homes Act 1983 (Amendment of Schedule 1) (England) Order 2006^c. The numbering follows that used in the 1983 Act as amended by the 2004 Act and the 2006 Order.

“SCHEDULE 1
AGREEMENTS UNDER THE ACT
PART 1
Terms implied by Act

Duration of agreement

1. Subject to paragraph 2 below, the right to station the mobile home on land forming part of the protected site shall subsist until the agreement is determined under paragraph 3, 4, 5 or 6 below.

Owner’s estate or interest

2. (1) If the owner’s estate or interest is insufficient to enable him to grant the right for an indefinite period, the period for which the right subsists shall not extend beyond the date when the owner’s estate or interest determines.
- (2) If planning permission for the use of the protected site as a site for mobile homes has been granted in terms such that it will expire at the end of a specified period, the period for which the right subsists shall not extend beyond the date when the planning permission expires.
- (3) If before the end of a period determined by this paragraph there is a change in circumstances which allows a longer period, account shall be taken of that change.

Termination by occupier

3. The occupier shall be entitled to terminate the agreement by notice in writing given to the owner not less than four weeks before the date on which it is to take effect.

Termination by owner

4. The owner shall be entitled to terminate the agreement forthwith, if on the application of the owner, the court—
- (a) is satisfied that the occupier has breached a term of the agreement and, after service of a notice to remedy the breach, has not complied with the notice within a reasonable time; and
 - (b) considers it reasonable for the agreement to be terminated.
5. The owner shall be entitled to terminate the agreement forthwith if, on the application of the owner, the court—

^c S.I. 2006/1755

(a) is satisfied that the occupier is not occupying the mobile home as his only or main residence; and

(b) considers it reasonable for the agreement to be terminated^d.

6. (1) the owner shall be entitled to terminate the agreement forthwith if, on the application of the owner, the court is satisfied that, having regard to its condition, the mobile home—

(a) is having a detrimental effect on the amenity of the site; and

(b) the court considers it reasonable for the agreement to be terminated.

(2) Sub-paragraphs (3) and (4) below apply if, on an application under sub-paragraph (1) above—

(a) the court considers that, having regard to the present condition of the mobile home, paragraph (a) of that sub-paragraph applies to it, but

(b) it also considers that it would be reasonably practicable for particular repairs to be carried out on the mobile home that would result in sub-paragraph (1)(a) not applying to it, and

(c) the occupier indicates that he intends to carry out those repairs.

(3) In such a case the court may make an order adjourning proceedings on the application for such period specified in the order as the court considers reasonable to allow the repairs to be carried out.

The repairs must be set out in the order.

(4) If the court makes such an order, the application shall not be further proceeded with unless the court is satisfied that the specified period has expired without the repairs having been carried out.

Recovery of overpayments by occupier

7. Where the agreement is terminated as mentioned in paragraph 3, 4, 5 or 6 above, the occupier shall be entitled to recover from the owner so much of any payment made by him in pursuance of the agreement as is attributable to a period beginning after the termination.

Sale of mobile home

8. (1) The occupier shall be entitled to sell the mobile home, and to assign the agreement, to a person approved of by the owner, whose approval shall not be unreasonably withheld.

(1A) The occupier may serve on the owner a request for the owner to approve a person for the purposes of sub-paragraph (1) above.

(1B) Where the owner receives such a request, he must, within the period of 28 days beginning with the date on which he received the request—

(a) approve the person, unless it is reasonable for him not to do so, and

(b) serve on the occupier notice of his decision whether or not to approve the person.

^d For the meaning of “the court”, see section 5(1) of the Mobile Homes Act 1983

(1C) The owner may not give his approval subject to conditions.

(1D) If the approval is withheld, the notice under sub-paragraph (1B) above must specify the reasons for withholding it.

(1E) If the owner fails to notify the occupier as required by sub-paragraphs (1B) (and, if applicable, sub-paragraph (1D)) above, the occupier may apply to the court for an order declaring that the person is approved for the purposes of sub-paragraph (1) above; and the court may make such an order if it thinks fit.

(1F) It is for the owner—

(a) if he served a notice as mentioned in sub-paragraph (1B) (and, if applicable, subparagraph (1D)) and the question arises whether he served the notice within the required period of 28 days, to show that he did;

(b) if he did not give his approval and the question arises whether it was reasonable for him not to do so, to show that it was reasonable.

(1G) A request or notice under this paragraph—

(a) must be in writing, and

(b) may be served by post.

(2) Where the occupier sells the mobile home, and assigns the agreement, as mentioned in sub-paragraph (1) above, the owner shall be entitled to receive a commission on the sale at a rate not exceeding such rate as may be specified by an order made by the appropriate national authority.

(2A) Except to the extent mentioned in sub-paragraph (2) above, the owner may not require any payment to be made (whether to himself or otherwise) in connection with the sale of the mobile home, and the assignment of the agreement, as mentioned in subparagraph (1) above.

(3) An order under this paragraph—

(a) shall be made by statutory instrument which (if made by the Secretary of State) shall be subject to annulment in pursuance of a resolution of either House of Parliament; and

(b) may make different provision for different areas or for sales at different prices.

The maximum rate is currently fixed at 10% by the Mobile Homes (Commissions) Order 1983 (S.I. 1983/748)

Gift of mobile home

9. (1) The occupier shall be entitled to give the mobile home, and to assign the agreement, to a member of his family approved by the owner, whose approval shall not be unreasonably withheld.

(2) Sub-paragraphs (1A) to (1G) of paragraph 8 above shall apply in relation to the approval of a person for the purposes of sub-paragraph (1) above as they apply in relation to the approval of a person for the purposes of sub-paragraph (1) of that paragraph.

(3) The owner may not require any payment to be made (whether to himself or otherwise) in connection with the gift of the mobile home, and the assignment of the agreement, as mentioned in sub-paragraph (1) above.

Re-siting of mobile home

- 10.** (1) The owner shall be entitled to require that the occupier's right to station the mobile home is exercisable for any period in relation to another pitch forming part of the protected site ("the other pitch") if (and only if)—
- (a) on the application of the owner, the court is satisfied that the other pitch is broadly comparable to the occupier's original pitch and that it is reasonable for the mobile home to be stationed on the other pitch for that period; or
 - (b) the owner needs to carry out essential repair or emergency works that can only be carried out if the mobile home is moved to the other pitch for that period, and the other pitch is broadly comparable to the occupier's original pitch.
- (2) If the owner requires the occupier to station the mobile home on the other pitch so that he can replace, or carry out repairs to, the base on which the mobile home is stationed, he must if the occupier so requires, or the court on the application of the occupier so orders, secure that the mobile home is returned to the original pitch on the completion of the replacement or repairs.
- (3) The owner shall pay all the costs and expenses incurred by the occupier in connection with his mobile home being moved to and from the other pitch.
- (4) In this paragraph and in paragraph 13 below, "essential repair or emergency works" means—
- (a) repairs to the base on which the mobile home is stationed;
 - (b) works or repairs needed to comply with any relevant legal requirements; or
 - (c) works or repairs in connection with restoration following flood, landslide or other natural disaster.

Quiet enjoyment of the mobile home

11. The occupier shall be entitled to quiet enjoyment of the mobile home together with the pitch during the continuance of the agreement, subject to paragraphs 10, 12, 13 and 14.

Owner's right of entry to the pitch

- 12.** The owner may enter the pitch without prior notice between the hours of 9 a.m. and 6 p.m.—
- (a) to deliver written communications, including post and notices, to the occupier; and
 - (b) to read any meter for gas, electricity, water, sewerage or other services supplied by the owner.
- 13.** The owner may enter the pitch to carry out essential repair or emergency works on giving as much notice to the occupier (whether in writing or otherwise) as is reasonably practicable in the circumstances.
- 14.** Unless the occupier has agreed otherwise, the owner may enter the pitch for a reason other than one specified in paragraph 12 or 13 only if he has given the occupier at least 14 clear days' written notice of the date, time and reason for his visit.

15. The rights conferred by paragraphs 12 to 14 above do not extend to the mobile home.

The pitch fee

16. The pitch fee can only be changed in accordance with paragraph 17, either—

(a) with the agreement of the occupier, or

(b) if the court, on the application of the owner or the occupier, considers it reasonable for the pitch fee to be changed and makes an order determining the amount of the new pitch fee.

17. (1) The pitch fee shall be reviewed annually as at the review date.

(2) At least 28 clear days before the review date the owner shall serve on the occupier a written notice setting out his proposals in respect of the new pitch fee.

(3) If the occupier agrees to the proposed new pitch fee, it shall be payable as from the review date.

(4) If the occupier does not agree to the proposed new pitch fee—

(a) the owner may apply to the court for an order under paragraph 16(b) determining the amount of the new pitch fee;

(b) the occupier shall continue to pay the current pitch fee to the owner until such time as the new pitch fee is agreed by the occupier or an order determining the amount of the new pitch fee is made by the court under paragraph 16(b); and

(c) the new pitch fee shall be payable as from the review date but the occupier shall not be treated as being in arrears until the 28th day after the date on which the new pitch fee is agreed or, as the case may be, the 28th day after the date of the court order determining the amount of the new pitch fee.

(5) An application under sub-paragraph (4)(a) may be made at any time after the end of the period of 28 days beginning with the review date.

(6) Sub-paragraphs (7) to (10) apply if the owner—

(a) has not served the notice required by sub-paragraph (2) by the time by which it was required to be served, but

(b) at any time thereafter serves on the occupier a written notice setting out his proposals in respect of a new pitch fee.

(7) If (at any time) the occupier agrees to the proposed pitch fee, it shall be payable as from the 28th day after the date on which the owner serves the notice under sub-paragraph (6)(b).

(8) If the occupier has not agreed to the proposed pitch fee—

(a) the owner may apply to the court for an order under paragraph 16(b) determining the amount of the new pitch fee;

(b) the occupier shall continue to pay the current pitch fee to the owner until such time as the new pitch fee is agreed by the occupier or an order determining the amount of the new pitch fee is made by the court under paragraph 16(b); and

(c) if the court makes such an order, the new pitch fee shall be payable as from the 28th day after the date on which the owner serves the notice under sub-paragraph (6)(b).

(9) An application under sub-paragraph (8) may be made at any time after the end of the period of 56 days beginning with the date on which the owner serves the notice under subparagraph (6)(b).

(10) The occupier shall not be treated as being in arrears—

(a) where sub-paragraph (7) applies, until the 28th day after the date on which the new pitch fee is agreed; or

(b) where sub-paragraph (8)(b) applies, until the 28th day after the date on which the new pitch fee is agreed or, as the case may be, the 28th day after the date of the court order determining the amount of the new pitch fee.

18. (1) When determining the amount of the new pitch fee particular regard shall be had to—

(a) any sums expended by the owner since the last review date on improvements—

(i) which are for the benefit of the occupiers of mobile homes on the protected site;

(ii) which were the subject of consultation in accordance with paragraph 22(e) and (f) below; and

(iii) to which a majority of the occupiers have not disagreed in writing or which, in the case of such disagreement, the court, on the application of the owner, has ordered should be taken into account when determining the amount of the new pitch fee;

(b) any decrease in the amenity of the protected site since the last review date; and

(c) the effect of any enactment, other than an order made under paragraph 8(2) above, which has come into force since the last review date.

(2) When calculating what constitutes a majority of the occupiers for the purposes of subparagraph (1)(a)(iii) each mobile home is to be taken to have only one occupier and, in the event of there being more than one occupier of a mobile home, its occupier is to be taken to be the occupier whose name first appears on the agreement.

(3) In a case where the pitch fee has not been previously reviewed, references in this paragraph to the last review date are to be read as references to the date when the agreement commenced.

19. When determining the amount of the new pitch fee, any costs incurred by the owner in connection with expanding the protected site shall not be taken into account.

20. (1) There is a presumption that the pitch fee shall increase or decrease by a percentage which is no more than any percentage increase or decrease in the retail prices index since the last review date, unless this would be unreasonable having regard to paragraph 18(1) above.

(2) Paragraph 18(3) above applies for the purposes of this paragraph as it applies for the purposes of paragraph 18.

Occupier's obligations

21. The occupier shall—

- (a) pay the pitch fee to the owner;
- (b) pay to the owner all sums due under the agreement in respect of gas, electricity, water, sewerage or other services supplied by the owner;
- (c) keep the mobile home in a sound state of repair;
- (d) maintain—
 - (i) the outside of the mobile home, and
 - (ii) the pitch, including all fences and outbuildings belonging to, or enjoyed with, it and the mobile home,in a clean and tidy condition; and
- (e) if requested by the owner, provide him with documentary evidence of any costs or expenses in respect of which the occupier seeks reimbursement.

Owner's obligations

22. The owner shall—

- (a) if requested by the occupier, and on payment by the occupier of a charge of not more than £30, provide accurate written details of—
 - (i) the size of the pitch and the base on which the mobile home is stationed; and
 - (ii) the location of the pitch and the base within the protected site;and such details must include measurements between identifiable fixed points on the protected site and the pitch and the base;
- (b) if requested by the occupier, provide (free of charge) documentary evidence in support and explanation of—
 - (i) any new pitch fee;
 - (ii) any charges for gas, electricity, water, sewerage or other services payable by the occupier to the owner under the agreement; and
 - (iii) any other charges, costs or expenses payable by the occupier to the owner under the agreement;
- (c) be responsible for repairing the base on which the mobile home is stationed and for maintaining any gas, electricity, water, sewerage or other services supplied by the owner to the pitch or to the mobile home;

(d) maintain in a clean and tidy condition those parts of the protected site, including access ways, site boundary fences and trees, which are not the responsibility of any occupier of a mobile home stationed on the protected site;

(e) consult the occupier about improvements to the protected site in general, and in particular about those which the owner wishes to be taken into account when determining the amount of any new pitch fee; and

(f) consult a qualifying residents' association, if there is one, about all matters which relate to the operation and management of, or improvements to, the protected site and may affect the occupiers either directly or indirectly.

23. The owner shall not do or cause to be done anything which may adversely affect the ability of the occupier to perform his obligations under paragraph 21(c) and (d) above.

24. For the purposes of paragraph 22(e) above, to "consult" the occupier means—

(a) to give the occupier at least 28 clear days' notice in writing of the proposed improvements which—

(i) describes the proposed improvements and how they will benefit the occupier in the long and short term;

(ii) details how the pitch fee may be affected when it is next reviewed; and

(iii) states when and where the occupier can make representations about the proposed improvements; and

(b) to take into account any representations made by the occupier about the proposed improvements, in accordance with paragraph (a)(iii), before undertaking them.

25. For the purposes of paragraph 22(f) above, to "consult" a qualifying residents' association means—

(a) to give the association at least 28 clear days' notice in writing of the matters referred to in paragraph 22(f) which—

(i) describes the matters and how they may affect the occupiers either directly or indirectly in the long and short term; and

(ii) states when and where the association can make representations about the matters; and

(b) to take into account any representations made by the association, in accordance with paragraph (a)(ii), before proceeding with the matters.

Owner's name and address

26. (1) The owner shall by notice inform the occupier and any qualifying residents' association of the address in England or Wales at which notices (including notices of proceedings) may be served on him by the occupier or a qualifying residents' association.

(2) If the owner fails to comply with sub-paragraph (1), then (subject to sub-paragraph (5) below) any amount otherwise due from the occupier to the owner in respect of the pitch fee shall be treated

for all purposes as not being due from the occupier to the owner at any time before the owner does so comply.

(3) Where in accordance with the agreement the owner gives any written notice to the occupier or (as the case may be) a qualifying residents' association, the notice must contain the following information—

(a) the name and address of the owner; and

(b) if that address is not in England or Wales, an address in England or Wales at which notices (including notices of proceedings) may be served on the owner.

(4) Subject to sub-paragraph (5) below, where—

(a) the occupier or a qualifying residents' association receives such a notice, but

(b) it does not contain the information required to be contained in it by virtue of subparagraph (3) above,

the notice shall be treated as not having been given until such time as the owner gives the information to the occupier or (as the case may be) the association in respect of the notice.

(5) An amount or notice within sub-paragraph (2) or (4) (as the case may be) shall not be treated as mentioned in relation to any time when, by virtue of an order of any court or tribunal, there is in force an appointment of a receiver or manager whose functions include receiving from the occupier the pitch fee, payments for services supplied or other charges.

(6) Nothing in sub-paragraphs (3) to (5) applies to any notice containing a demand to which paragraph 27(1) below applies.

27. (1) Where the owner makes any demand for payment by the occupier of the pitch fee, or in respect of services supplied or other charges, the demand must contain—

(a) the name and address of the owner; and

(b) if that address is not in England or Wales, an address in England or Wales at which notices (including notices of proceedings) may be served on the owner.

(2) Subject to sub-paragraph (3) below, where—

(a) the occupier receives such a demand, but

(b) it does not contain the information required to be contained in it by virtue of subparagraph (1),

the amount demanded shall be treated for all purposes as not being due from the occupier to the owner at any time before the owner gives that information to the occupier in respect of the demand.

(3) The amount demanded shall not be so treated in relation to any time when, by virtue of an order of any court or tribunal, there is in force an appointment of a receiver or manager whose functions include receiving from the occupier the pitch fee, payments for services supplied or other charges.

Qualifying residents' association

- 28.** (1) A residents' association is a qualifying residents' association in relation to a protected site if—
- (a) it is an association representing the occupiers of mobile homes on that site;
 - (b) at least 50 per cent. of the occupiers of the mobile homes on that site are members of the association;
 - (c) it is independent from the owner, who together with any agent or employee of his is excluded from membership;
 - (d) subject to paragraph(c) above, membership is open to all occupiers who own a mobile home on that site;
 - (e) it maintains a list of members which is open to public inspection together with the rules and constitution of the residents' association;
 - (f) it has a chairman, secretary and treasurer who are elected by and from among the members;
 - (g) with the exception of administrative decisions taken by the chairman, secretary and treasurer acting in their official capacities, decisions are taken by voting and there is only one vote for each mobile home; and
 - (h) the owner has acknowledged in writing to the secretary that the association is a qualifying residents' association, or, in default of this, the court has so ordered.
- (2) When calculating the percentage of occupiers for the purpose of sub-paragraph (1)(b) above, each mobile home shall be taken to have only one occupier and, in the event of there being more than one occupier of a mobile home, its occupier is to be taken to be the occupier whose name first appears on the agreement.

Interpretation

29. In this Schedule—

“pitch” means the land, forming part of the protected site and including any garden area, on which the occupier is entitled to station the mobile home under the terms of the agreement;

“pitch fee” means the amount which the occupier is required by the agreement to pay to the owner for the right to station the mobile home on the pitch and for use of the common areas of the protected site and their maintenance, but does not include amounts due in respect of gas, electricity, water and sewerage or other services, unless the agreement expressly provides that the pitch fee includes such amounts;

“retail prices index” means the general index (for all items) published by the Office for National Statistics or, if that index is not published for a relevant month, any substituted index or index figures published by that Office;

“review date” means the date specified in the written statement as the date on which the pitch fee will be reviewed in each year, or if no such date is specified, each anniversary of the date the agreement commenced; and

“written statement” means the written statement that the owner of the protected site is required to give to the occupier by section 1(2) of this Act.”

PART 4

Supplementary Provisions

Part 3 of Schedule 1 to the 1983 Act sets out provisions which supplement those in Part 1 of Schedule 1. These are set out below.

“SCHEDULE 1

Part 3

Supplementary Provisions

Duty to forward requests under paragraph 8 or 9 of Part 1

1. (1) This paragraph applies to—

(a) a request by the occupier for the owner to approve a person for the purposes of paragraph 8(1) of Part 1 above (see paragraph 8(1A)), or

(b) a request by the occupier for the owner to approve a person for the purposes of paragraph 9(1) of Part 1 above (see paragraph 8(1A) as applied by paragraph 9(2)).

(2) If a person (“the recipient”) receives such a request and he—

(a) though not the owner, has an estate or interest in the protected site, and

(b) believes that another person is the owner (and that the other person has not received such a request),

the recipient owes a duty to the occupier to take such steps as are reasonable to secure that the other person receives the request within the period of 28 days beginning with the date on which the recipient receives it.

(3) In paragraph 8(1B) of Part III above (as it applies to any request within sub-paragraph (1) above) any reference to the owner receiving such a request includes a reference to his receiving it in accordance with sub-paragraph (2) above.

Action for breach of duty under paragraph 1

2. (1) A claim that a person has broken the duty under paragraph 1(2) above may be made the subject of civil proceedings in like manner as any other claim in tort for breach of statutory duty.

(2) The right conferred by sub-paragraph (1) is in addition to any right to bring proceedings, in respect of a breach of any implied term having effect by virtue of paragraph 8 or 9 of Part 1 above, against a person bound by that term.”

PART 5

Express terms of the agreement

This part of the written statement sets out other terms of the agreement which may be agreed between you(the occupier) and the site owner in addition to the implied terms.

(Terms to be inserted by site owner.)

Right to station mobile home

1. The site owner permits you to station the mobile home on the pitch at the site and to occupy it as your only or main residence.

Site owner's obligations

2. The site owner agrees with you as follows:
 - (a) The site owner must insure the site with an organisation that is registered with the Financial Services Authority against loss or damage by fire and liabilities to other people and property. The site owner must produce a copy of the insurance policy to you together with any evidence that you may reasonably request as proof of insurance upon request.
 - (b) The site owner must display a copy of the current site licence on the site notice board. A copy of the current site licence is also available on request from the site owner or from the local authority.
 - (c) The site owner must not change the park rules except in accordance with the procedure set out below. Any changes to the park rules will not affect anything to which you are entitled under these Express Terms or the Implied Terms in Part 3 of this agreement. The procedure for amending the park rules is:
 - (i) the site owner must give you 28 days' notice in writing of any proposed changes by sending these to you at the mobile home
 - (ii) if within those 28 days occupiers representing at least one-third of the mobile homes on the site send the site owner a request in writing to call a meeting to discuss the proposals then (unless the site owner withdraws the proposals) the site owner will arrange a meeting which all occupiers may attend in order to consider the proposals in detail. At that meeting the occupiers shall vote upon the site owner's proposals and voting will be on the basis of one vote per home, the majority to be determined by a simple majority of those occupiers voting;
 - (iii) if no such request is delivered to the site owner within the 28 day period specified in sub-paragraph 2 (c)(i) above, then a majority of the occupiers shall be deemed to have accepted the proposed rule changes, and the amended park rules shall come into force immediately once the 28 day period ends.
 - (d) The site owner must do everything they can reasonably do to provide and keep the services available to the pitch. However the site owner will not be responsible for any temporary failure or lack of facilities and services if this is caused by something outside their control.

- (e) Upon request, the site owner must provide a written quotation, by a competent experienced contractor, for the costs of removing the mobile home from the pitch and the site and leaving the pitch clean and tidy and any bushes, trees and shrubs undamaged.

Your obligations

3. You agree with the site owner as follows:

- (a) You must not permit a greater number of persons to live in or occupy the mobile home than the maximum number of people mentioned in paragraph 10 of Part 1 of this agreement.
- (b) You must not use the mobile home, the pitch or the site (or any part of the site) for any business purposes.
- (c) The mobile home must not be hired and accommodation must not be rented to paying guests.
- (d) You must ensure that
 - (i) the mobile home at all times complies with the statutory definition of a “mobile home” set out in the 1983 Act (or any definition that may subsequently amend or supersede it) and
 - (ii) the mobile home is maintained at all times in a condition whereby it is capable of being moved from one pitch on the site to another.
- (e) You must not, without the prior written consent of the site owner (which must not unreasonably be withheld) carry out any of the following:
 - (i) building works to the mobile home or the base or the pitch except any repairs or maintenance carried out by you in accordance with clauses 21(c) and/or 21(d) of the Implied Terms set out in Part 3 of this agreement;
 - (ii) the erection of any porches, sheds, garages, outbuildings, fences or other structures;
 - (iii) paving or hard landscaping, including the formation of a pond;
 - (iv) planting, felling, lopping, topping or pruning of any trees; or
 - (v) the erection of any pole, mast, wire, dish or communications receiving equipment.

In considering any request for consent to carry out any such works, the site owner shall have regard to all the circumstances, including the weight of any proposed works and their likely effect (if any) on the mobile home, the pitch, the base on which the mobile home is stationed, and the amenity of the site.
- (f) You must not do, or allow to be done, anything which might breach any of the conditions of the site owner’s site licence. A copy of the current site licence is attached to this agreement.
- (g) You must comply with any enactments, orders, regulations and bye-laws which relate to the site or the mobile home (for example, issued by the local authority, county council, Environment Agency or Parliament).

- (h) You must comply with the park rules. A copy of the current park rules is attached to this Written Statement.
- (i) You must not do, or allow to be done, anything which may:-
 - (i) be or become a nuisance to or cause annoyance, inconvenience or disturbance to, the site owner or anyone else who lives on or uses the site;
 - (ii) cause damage to any property belonging to the site owner or anyone else, or;
 - (iii) be a criminal offence on the site.
- (j) If you, or anyone acting for you, receives a notice from any local authority or statutory body which is likely to affect the site owner or the site or any other resident on the site, you must send the site owner a copy of the notice immediately. You must also take reasonable steps to comply with the requirements of the notice insofar as they are applicable to you.
- (k) Within 28 days of the agreement coming to an end (however this may occur), you must arrange the removal the mobile home from the pitch and the site and leave the pitch clean and tidy and any bushes, trees and shrubs undamaged. The mobile home must be removed by a competent experienced contractor.
- (l) You must insure and keep the mobile home insured with an organisation that is registered with the Financial Services Authority against loss or damage by fire and liabilities to other people and property. You must produce a copy of the insurance policy to the site owner upon request together with any evidence that the site owner may reasonably request as proof of insurance.
- (m) You must, at your own expense, carry out all works in respect of the mobile home, including all fences and outbuildings belonging to or enjoyed with the mobile home, which are required in order to comply with the requirements of any statute, government department, local authority or Court.
- (n) If you fail to pay the agreed pitch fee or any other sum due under this agreement within 28 days of the date due, you must pay to the site owner interest on the outstanding sum from the date when it fell due to the date on which it is paid. Interest shall be charged at 4% per annum over base rate from time to time of a London clearing bank.

Sale of the mobile home

4. The lawful assignment of this agreement can only be effective once you, the site owner and the new occupier have all signed a transfer in the form provided in the Assignment Schedule of this agreement and any commission payable to the site owner under paragraph 8 of Part 3 of this agreement has been paid in cleared funds.

Communications

5. If the site owner sends you a communication under this agreement it must be in writing and posted or delivered to the mobile home or (if different) to your last known address. A communication can also be given by the site owner to you in person.

Meaning of expressions used in the express terms and interpretation

6. In the agreement and this Written Statement (in addition to the definitions set out in paragraph 29 of Part 3 above), the following definitions apply:
- (i) “the mobile home” means the mobile home described in the Part 1 of this agreement
 - (ii) “the site” means “the protected site” referred to in Part 1 of this agreement

(a) I / We acknowledge that I / we received this written statement from the site owner not less than 28 days prior to the date of commencement of the agreement shown in Clause 3 of Part 1 of this Written Statement.

OR

(b) I / We acknowledge that I / we have received this written statement from the site owner less than 28 days prior to the date of commencement of the agreement shown in Clause 3 of Part 1 of this Written Statement and confirm that I / we waive the right to have received this Written Statement 28 days prior to the commencement of the agreement.

(Delete (a) or (b) above as appropriate)

Occupier

Signed (Occupier):	
Name:	
Date:	

Witness

Signed (Witness):	
Name:	
Address of Witness:	
Date:	

Site owner

EITHER Signed (site owner)

Signed (site owner):	
Name:	
Date:	

OR Signed (Authorised signature for site owner)

Signed on behalf of:	Name of company
Signed (Authorised signatory):	
Capacity	Director / Company Secretary /
Name:	
Date:	

Witness

Signed (Witness):	
Name:	
Address of Witness:	
Date:	

Assignment Schedule

In this Schedule, “the agreement” means the agreement under the Mobile Homes Act 1983 between the seller and the site owner under which the seller is entitled to station his/her Mobile Home (described below) on a pitch at the site.

Date of Assignment

Between:

The seller:
(Name & address)

The buyer:
(Name & address)

The site owner:
(Name & address)

1. The buyer has paid the seller
£

(from which the sum of
£

is payable and has been paid to the site owner in respect of commission payable to the site owner under paragraph 8 of Part 3 of the agreement)

a. for the sale of the mobile home:

Make:	<input style="width: 100%; height: 100%;" type="text"/>	
Model:	<input style="width: 100%; height: 100%;" type="text"/>	
Serial No:	<input style="width: 100%; height: 100%;" type="text"/>	
Year of Manufacture:	<input style="width: 100%; height: 100%;" type="text"/>	
Maximum number of people permitted to occupy the home	<input style="width: 100%; height: 100%;" type="text"/>	
Length	<input style="width: 95%; height: 100%;" type="text"/>	Metres / Feet
Width	<input style="width: 95%; height: 100%;" type="text"/>	Metres / Feet

at

<i>(insert sufficient details to identify the site and the pitch)</i>

and

b. for the transfer of the agreement from the seller to the buyer

and the seller transfers the agreement to the buyer along with all the rights and responsibilities under it.

2.

The current pitch
fee is:

Per week / month / quarter / year

The Review Date is:

--

3 The buyer promises the site owner to pay the pitch fee and keep to the terms of the agreement.

4. The buyer promises to protect the seller against any claim or legal action that arises because the buyer has have failed to make payments they owe or to keep to the terms of the agreement.

5. The site owner accepts no responsibility for:

- a) any statements, comments or guarantees made by the seller about the Mobile Home, its installations and/or its contents;
- b) the condition of the mobile home, its installations and/or its contents;
- c) the price paid by the buyer to the seller for the sale of the mobile home and the transfer of the agreement.

6. The buyer acknowledges having received the Written Statement under the Mobile Homes Act 1983, the site licence and the park rules.

7. A lawful assignment of the agreement can only be effective once the seller, the site owner and the buyer have all signed this transfer form and any commission payable to the site owner under paragraph 8 of Part 3 of the agreement has been paid in cleared funds.

Seller

Signed (seller):	
Name:	
Date:	

Witness

Signed (Witness):	
Name:	
Address of Witness:	
Date:	

Buyer

Signed (buyer):	
Name:	
Date:	

Witness

Signed (Witness):	
Name:	
Address of Witness:	
Date:	

Site Owner

EITHER Signed (site owner)

OR Signed (Authorised signature for site owner)

Signed (site owner):	
Name:	
Date:	

Signed on behalf of:	Name of company
Signed (Authorised signatory):	
Capacity	Director / Company Secretary /
Name:	
Date:	

Witness

Signed (Witness):	
Name:	
Address of Witness:	
Date:	