



# Park homes factsheet

## Consolidated implied terms in park home pitch agreements

Implied terms are contractual terms which are implied by statute into the pitch agreement between a resident and a park owner which permits the resident to station his park home on the site and occupy it as a residence. These terms, implied by the Chapter 2 of Part 1 of Schedule 1 to the Mobile Homes Act 1983 (the 1983 Act), as amended by the Mobile Homes Act 2013, constitute the minimum rights and obligations that all residents of park homes in England have. These terms do not apply to agreements to occupy pitches on local authority traveller sites.

**These implied terms apply from 26 May 2013**, whether the agreement was made before that date or after it, and whether or not they are written down in the contract. They cannot be excluded or waived and if there is a conflict between an express term and implied term in the agreement it will be the implied term which applies.

(The definition is given of terms that are defined in the 1983 Act the first time the term is mentioned.)

### Implied terms – Chapter 2 of Part 1 of Schedule 1 to Mobile Homes Act 1983

The terms implied are:-

#### Duration of agreement

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

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<sup>1</sup> “mobile home” has the same meaning as “caravan” in Part 1 of the Caravan Sites and Control of Development Act 1960, namely “any structure designed or adapted for human habitation which is capable of being moved from one place to another ( whether by being towed, or by being transported on a motor vehicle or trailer) and motor vehicle so designed ,but does not include-

(a) any railway rolling- stock forming part of the railway system , or

(b) a tent”.

<sup>2</sup> “protected site” is defined as any land in respect of which a site licence is required under Part I of the Caravan Sites and Control of Development Act 1960...not being land in respect of which the relevant planning permission or site licence—

### **Owner's estate or interest**

2. (1) If the owner's<sup>3</sup> 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<sup>4</sup> 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 appropriate judicial body<sup>5</sup>—
  - (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 appropriate judicial body—
  - (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.

**5A.**—(1) This paragraph applies in relation to a protected site in England.

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(a) is expressed to be granted for holiday use only; or

(b) is otherwise so expressed or subject to such conditions that there are times of the year when no caravan may be stationed on the land for human habitation.

<sup>3</sup> "owner", in relation to a protected site, means the person who, by virtue of an estate or interest held by him, is entitled to possession of the site or would be so entitled but for the rights of any persons to station mobile homes on land forming part of the site;

<sup>4</sup> The "occupier" is person is entitled—

(a) to station a mobile home on land forming part of a protected site; and

(b) to occupy the mobile home as his only or main residence.

<sup>5</sup> "appropriate judicial body" is defined as whichever of the county court or a residential property tribunal has jurisdiction under section 4 of the 1983 Act. In paragraph 4, 5 and 5A "appropriate judicial body" means the court (or the tribunal if the parties have entered into an arbitration agreement before the dispute arose).

- (2) The owner is entitled to terminate the agreement forthwith if—
- (a) on the application of the owner, a tribunal<sup>6</sup> has determined that, having regard to its condition, the mobile home is having a detrimental effect on the amenity of the site; and
  - (b) then, on the application of the owner, the appropriate judicial body, having regard to the tribunal's determination and to any other circumstances, considers it reasonable for the agreement to be terminated.
- (3) Sub-paragraphs (4) and (5) apply if, on an application to the tribunal under sub-paragraph (2)(a)—
- (a) the tribunal considers that, having regard to the present condition of the mobile home, it is having a detrimental effect on the amenity of the site, 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 the mobile home not having that detrimental effect, and
  - (c) the occupier indicates to the tribunal that the occupier intends to carry out those repairs.
- (4) In such a case, the tribunal may make an interim order—
- (a) specifying the repairs that must be carried out and the time within which they must be carried out; and
  - (b) adjourning the proceedings on the application for such period specified in the interim order as the tribunal considers reasonable to enable the repairs to be carried out.
- (5) If the tribunal makes an interim order under sub-paragraph (4), it must not make a determination under sub-paragraph (2) (a) unless it is satisfied that the specified period has expired without the repairs having been carried out.

6.— [This implied term is not reproduced as it only applies to sites in Wales.]

### **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**

7A.(1) This paragraph and paragraph 7B apply in relation to a protected site in England.

- (2) Where the agreement is a new agreement, the occupier is entitled to sell the mobile home and to assign the agreement to the person to whom the mobile home is sold (referred to in this paragraph as the “new occupier”) without the approval of the owner.
- (3) In this paragraph and paragraph 7B, “new agreement” means an agreement—
  - (a) which was made after the commencement of this paragraph, or

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<sup>6</sup> A “tribunal” means a residential property tribunal or, where the parties have entered into an arbitration agreement that applies to the question to be determined and that question arose before the agreement was made, the arbitrator.

- (b) which was made before but which has been assigned after, that commencement.
  - (4) The new occupier must, as soon as reasonably practicable, notify the owner of completion of the sale and assignment of the agreement.
  - (5) The new occupier is required to pay the owner a commission on the sale of the mobile home at a rate not exceeding such rate as may be prescribed by regulations made by the Secretary of State.
  - (6) Except to the extent mentioned in sub-paragraph (5), the owner may not require any payment to be made (whether to the owner or otherwise) in connection with the sale of the mobile home and the assignment of the agreement to the new occupier.
  - (7) The Secretary of State may by regulations prescribe procedural requirements to be complied with by the owner, the occupier or the new occupier in connection with—
    - (a) the sale of the mobile home and assignment of the agreement;
    - (b) the payment of commission by virtue of sub-paragraph (5).
- 7B
- (1) Where the agreement is not a new agreement, the occupier is entitled to sell the mobile home and assign the agreement without the approval of the owner if—
    - (a) the occupier serves on the owner a notice (a “notice of proposed sale”) that the occupier proposes to sell the mobile home, and assign the agreement, to the person named in the notice (the “proposed occupier”), and
    - (b) the first or second condition is satisfied.
  - (2) The first condition is that, within the period of 21 days beginning with the date on which the owner received the notice of proposed sale (“the 21-day period”), the occupier does not receive a notice from the owner that the owner has applied to a tribunal for an order preventing the occupier from selling the mobile home, and assigning the agreement, to the proposed occupier (a “refusal order”).
  - (3) The second condition is that—
    - (a) within the 21-day period—
      - (i) the owner applies to a tribunal for a refusal order, and
      - (ii) the occupier receives a notice of the application from the owner, and
    - (b) the tribunal rejects the application.
  - (4) If the owner applies to a tribunal for a refusal order within the 21-day period but the occupier does not receive notice of the application from the owner within that period—
    - (a) the application is to be treated as not having been made, and
    - (b) the first condition is accordingly to be treated as satisfied.
  - (5) A notice of proposed sale must include such information as may be prescribed in regulations made by the Secretary of State.
  - (6) A notice of proposed sale or notice of an application for a refusal order—
    - (a) must be in writing, and
    - (b) may be served by post.
  - (7) An application for a refusal order may be made only on one or more of the grounds prescribed in regulations made by the Secretary of State; and a

notice of an application for a refusal order must specify the ground or grounds on which the application is made.

- (8) The person to whom the mobile home is sold (“the new occupier”) is required to pay the owner a commission on the sale of the mobile home at a rate not exceeding such rate as may be prescribed by regulations made by the Secretary of State.
  - (9) Except to the extent mentioned in sub-paragraph (8), the owner may not require any payment to be made (whether to the owner or otherwise) in connection with the sale of the mobile home and the assignment of the agreement.
  - (10) The Secretary of State may by regulations prescribe procedural requirements to be complied with by the owner, the occupier, a proposed occupier or the new occupier in connection with—
    - (a) the sale of the mobile home and assignment of the agreement;
    - (b) the payment of commission by virtue of sub-paragraph (8).
- 7C
- (1) Regulations under paragraph 7A or 7B must be made by statutory instrument and may—
    - (a) make different provision for different cases or descriptions of case, including different provision for different areas or for sales at different prices;
    - (b) contain incidental, supplementary, transitional or saving provisions.
  - (2) Regulations under paragraph 7A or 7B are subject to annulment in pursuance of a resolution of either House of Parliament.

8.—[This implied term is not reproduced as it only applies to sites in Wales.]

### **Gift of mobile home**

- 8A
- (1) This paragraph and paragraph 8B apply in relation to a protected site in England.
  - (2) Where the agreement is a new agreement (as defined by paragraph 7A(3)), provided that the occupier has supplied the owner with the relevant evidence, the occupier is entitled to give the mobile home, and to assign the agreement, to a member of the occupier’s family (referred to in this paragraph as the “new occupier”) without the approval of the owner.
  - (3) The relevant evidence is—
    - (a) evidence, or evidence of a description, prescribed in regulations made by the Secretary of State that the person to whom the occupier proposes to give the mobile home, and to assign the agreement, is a member of the occupier’s family, or
    - (b) any other satisfactory evidence that the person concerned is a member of the occupier’s family.
  - (4) The new occupier must, as soon as reasonably practicable, notify the owner of the receipt of the mobile home and assignment of the agreement.
  - (5) The owner may not require any payment to be made (whether to the owner or otherwise) in connection with the gift of the mobile home, and the assignment of the agreement, as mentioned in sub-paragraph (2).
  - (6) The Secretary of State may by regulations prescribe procedural requirements to be complied with by the owner, the occupier or the new

occupier in connection with the gift of the mobile home, and assignment of the agreement, as mentioned in sub-paragraph (2).

- 8B (1) Where the agreement is not a new agreement (as defined by paragraph 7A(3)), the occupier is entitled to give the mobile home, and assign the agreement, to a member of the occupier's family (referred to in this paragraph as the "proposed occupier") without the approval of the owner if—
- (a) the occupier serves on the owner a notice (a "notice of proposed gift") that the occupier proposes to give the mobile home to the proposed occupier, and
  - (b) the first or second condition is satisfied.
- (2) The first condition is that, within the period of 21 days beginning with the date on which the owner received the notice of proposed gift ("the 21-day period"), the occupier does not receive a notice from the owner that the owner has applied to a tribunal for an order preventing the occupier from giving the mobile home, and assigning the agreement, to the proposed occupier (a "refusal order").
- (3) The second condition is that—
- (a) within the 21-day period—
    - (i) the owner applies to a tribunal for a refusal order, and
    - (ii) the occupier receives a notice of the application from the owner, and
  - (b) the tribunal rejects the application.
- (4) If the owner applies to a tribunal for a refusal order within the 21-day period but the occupier does not receive notice of the application from the owner within that period—
- (a) the application is to be treated as not having been made, and
  - (b) the first condition is accordingly to be treated as satisfied.
- (5) A notice of proposed gift must include—
- (a) the relevant evidence (as defined by paragraph 8A(3)), and
  - (b) such other information as may be prescribed in regulations made by the Secretary of State.
- (6) A notice of proposed gift or notice of an application for a refusal order—
- (a) must be in writing, and
  - (b) may be served by post.
- (7) An application for a refusal order may be made only on one or more of the grounds prescribed in regulations made by the Secretary of State; and a notice of an application for a refusal order must specify the ground or grounds on which the application is made.
- (8) The owner may not require any payment to be made (whether to the owner or otherwise) in connection with the gift of the mobile home, and the assignment of the agreement, as mentioned in sub-paragraph (1).
- (9) The Secretary of State may by regulations prescribe procedural requirements to be complied with by the owner, the occupier, a proposed occupier or the person to whom the mobile home is given in connection with the gift of the mobile home, and assignment of the agreement, as mentioned in sub-paragraph (1).
- 8C (1) Regulations under paragraph 8A or 8B must be made by statutory instrument and may—

- (a) make different provision for different cases or descriptions of case, including different provision for different areas;
  - (b) contain incidental, supplementary, transitional or saving provisions.
- (2) Regulations under paragraph 8A or 8B are subject to annulment in pursuance of a resolution of either House of Parliament.

9.—[This implied term is not reproduced as it only applies to sites in Wales.]

### **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<sup>7</sup> forming part of the protected site ("the other pitch") if (and only if)—

- (a) on the application of the owner, the appropriate judicial body 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 appropriate judicial body 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.—

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<sup>7</sup> "pitch" is defined in Chapter 1 of Part 1 of the Schedule 1 to the 1983 as meaning: the land, forming part of a protected site and including any garden area, on which an occupier is entitled to station a mobile home under the terms of the agreement.

- (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 appropriate judicial body, 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.

(2A) In the case of a protected site in England, a notice under subparagraph (2) which proposes an increase in the pitch fee is of no effect unless it is accompanied by a document which complies with paragraph 25A.

(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 or (in the case of a protected site in England) the occupier may apply to the appropriate judicial body 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 appropriate judicial body 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 appropriate judicial body 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 but, in the case of an application in relation to a protected site in England, no later than three months after 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.

(6A) In the case of a protected site in England, a notice under subparagraph (6)(b) which proposes an increase in the pitch fee is of no effect unless it is accompanied by a document which complies with paragraph 25A.

(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 subparagraph (6)(b).

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

- (a) the owner or (in the case of a protected site in England) the occupier may apply to the appropriate judicial body 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 appropriate judicial body under paragraph 16(b); and
- (c) if the appropriate judicial body makes such an order, the new pitch fee shall be payable as from the 28<sup>th</sup> day after the date on which the owner serves the notice under subparagraph (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) but, in the case of an application in relation to a protected site in England, no later than four months after the date on which the owner serves that notice.

(9A) A tribunal may permit an application under sub-paragraph (4)(a) or (8)(a) in relation to a protected site in England to be made to it outside the time limit specified in sub-paragraph (5) (in the case of an application under sub-paragraph (4)(a)) or in sub-paragraph (9) (in the case of an application under sub-paragraph (8)(a)) if it is satisfied that, in all the circumstances, there are good reasons for the failure to apply within the applicable time limit and for any delay since then in applying for permission to make the application out of time.

(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 appropriate judicial body order determining the amount of the new pitch fee.

- (11) Sub-paragraph (12) applies if a tribunal, on the application of the occupier of a pitch in England, is satisfied that—
- (a) a notice under sub-paragraph (2) or (6)(b) was of no effect as a result of sub-paragraph (2A) or (6A), but
  - (b) the occupier nonetheless paid the owner the pitch fee proposed in the notice.
- (12) The tribunal may order the owner to pay the occupier, within the period of 21 days beginning with the date of the order, the difference between—
- (a) the amount which the occupier was required to pay the owner for the period in question, and
  - (b) the amount which the occupier has paid the owner for that period.

**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 appropriate judicial body, on the application of the owner, has ordered should be taken into account when determining the amount of the new pitch fee;
- (aa) in the case of a protected site in England, any deterioration in the condition, and any decrease in the amenity, of the site or any adjoining land which is occupied or controlled by the owner since the date on which this paragraph came into force (in so far as regard has not previously been had to that deterioration or decrease for the purposes of this subparagraph);
- (ab) in the case of a protected site in England, any reduction in the services that the owner supplies to the site, pitch or mobile home, and any deterioration in the quality of those services, since the date on which this paragraph came into force (in so far as regard has not previously been had to that reduction or deterioration for the purposes of this subparagraph);
- (b) in the case of a protected site in Wales any decrease in the amenity of the protected site since the last review date;
- (ba) in the case of a protected site in England, any direct effect on the costs payable by the owner in relation to the maintenance or management of the site of an enactment which has come into force since the last review date; and
- (c) in the case of a protected site in Wales 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.

(1A) But, in the case of a pitch in England, no regard shall be had, when determining the amount of the new pitch fee, to any costs incurred by the owner since the last review date for the purpose of compliance with the amendments made to this Act by the Mobile Homes Act 2013.

(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.** — (1) 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.

(2) In the case of a protected site in England, when determining the amount of the new pitch fee, no regard may be had to any costs incurred by the owner in relation to the conduct of proceedings under this Act or the agreement.

[(3) In the case of a protected site in England, when determining the amount of the new pitch fee, no regard may be had to any fee required to be paid by the owner by virtue of—

- (a) section 8(1B) of the Caravan Sites and Control of Development Act 1960 (fee for application for site licence conditions to be altered);
- (b) section 10(1A) of that Act (fee for application for consent to transfer site licence)<sup>8</sup>. ]

(4) In the case of a protected site in England, when determining the amount of the new pitch fee, no regard may be had to any costs incurred by the owner in connection with—

- (a) any action taken by a local authority under sections 9A to 9I of the Caravan Sites and Control of Development Act 1960 (breach of licence condition, emergency action etc.);
- (b) the owner being convicted of an offence under section 9B of that Act (failure to comply with compliance notice).

**20.**—

(A1) In the case of a protected site in England, unless this would be unreasonable having regard to paragraph 18(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 calculated by reference only to—

- (a) the latest index, and
- (b) the index published for the month which was 12 months before that to which the latest index relates.

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<sup>8</sup> This subparagraph is inserted by section 1 (8) of the Mobile Homes Act 2012 and comes into force on 1 April 2014 (see section 15 (1) of that Act)

(A2) In sub-paragraph (A1), “the latest index”—

- (a) in a case where the owner serves a notice under paragraph 17(2), means the last index published before the day on which that notice is served;
- (b) in a case where the owner serves a notice under paragraph 17(6), means the last index published before the day by which the owner was required to serve a notice under paragraph 17(2).

(1) In the case of a protected site in Wales 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.

**25A(1)** The document referred to in paragraph 17(2A) and (6A) must—

- (a) be in such form as the Secretary of State may by regulations prescribe,
- (b) specify any percentage increase or decrease in the retail prices index calculated in accordance with paragraph 20(A1),
- (c) explain the effect of paragraph 17,
- (d) specify the matters to which the amount proposed for the new pitch fee is attributable,
- (e) refer to the occupier's obligations in paragraph 21(c) to (e) and the owner's obligations in paragraph 22(c) and (d), and
- (f) refer to the owner's obligations in paragraphs 22(e) and (f) (as glossed by paragraphs 24 and 25).

(2) Regulations under this paragraph must be made by statutory instrument.

- (3) The first regulations to be made under this paragraph are subject to annulment in pursuance of a resolution of either House of Parliament.
- (4) But regulations made under any other provision of this Act which are subject to annulment in pursuance of a resolution of either House of Parliament may also contain regulations made under this paragraph.

### **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 appropriate judicial body 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 Chapter—

“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 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

#### **Sale pursuant to paragraph 7A or 7B of Chapter 2 of Part 1: provision of information**

- A1(1) This paragraph applies where the occupier proposes to sell the mobile home, and assign the agreement, pursuant to paragraph 7A or 7B of Chapter 2 of Part 1.
- (2) The occupier must, not later than 28 days before the completion of the sale of the mobile home and assignment of the agreement, provide the proposed occupier with—
    - (a) such documents, or documents of such description, as may be prescribed in regulations made by the Secretary of State, and
    - (b) such other information as may be so prescribed, in the form so prescribed.
  - (3) But if the proposed occupier consents in writing to the documents and other information concerned being provided by a date (“the chosen date”) which is less than 28 days before the completion of the sale and assignment of the agreement, the occupier must provide the documents and other information to the proposed occupier not later than the chosen date.
  - (4) The documents and other information which may be prescribed in regulations under sub-paragraph (2) include in particular—
    - (a) a copy of the agreement;
    - (b) a copy of the site rules (within the meaning given by section 2C) (if any) for the protected site on which the mobile home is stationed;
    - (c) details of the pitch fee payable under the agreement;
    - (d) a forwarding address for the occupier;
    - (e) in a case within paragraph 7A, information about the requirement imposed by virtue of sub-paragraph (4) of that paragraph (obligation to notify owner of completion of sale and assignment);
    - (f) details of the commission which would be payable by the proposed occupier by virtue of paragraph 7A(5) or 7B(8);
    - (g) information about such requirements as are prescribed in regulations under paragraph 7A(7) or 7B(10).
  - (5) Documents or other information required to be provided under this paragraph may be either delivered to the prospective purchaser personally or sent by post.



- (6) A claim that a person has broken the duty under sub-paragraph (2) or (3) may be made the subject of civil proceedings in like manner as any other claim in tort for breach of statutory duty.
- (7) Regulations under sub-paragraph (2) must be made by statutory instrument and may—
  - (a) make different provision for different cases or descriptions of case, including different provision for different areas;
  - (b) contain incidental, supplementary, transitional or saving provisions.
- (8) The first regulations to be made under sub-paragraph (2) are subject to annulment in pursuance of a resolution of either House of Parliament
- (9) But regulations made under any other provision of this Act which are subject to annulment in pursuance of a resolution of either House of Parliament may also contain regulations made under sub-paragraph (2).
- (10) In sub-paragraph (4)(c), “pitch fee” has the same meaning as in Chapter 2 of Part 1 of this Schedule (see paragraph 29 of that Chapter).

### **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 1 of this Schedule (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 of this Schedule, against a person bound by that term.