

# Written Statement required by the Mobile Homes Act 1983 to be given to a proposed occupier of a pitch

**IMPORTANT - PLEASE READ THIS STATEMENT CAREFULLY AND KEEP IT IN A SAFE PLACE. IT SETS OUT THE TERMS ON WHICH YOU ARE ENTITLED TO KEEP YOUR MOBILE HOME ON SITE AND TELLS YOU ABOUT THE RIGHTS GIVEN 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 I

### Information about your rights

#### Mobile Homes Act 1983

1. You will be entering into an agreement with a site owner which will entitle you to keep your mobile home on the site owner's land and to live in it as your home. You will automatically be protected and given certain rights under the Mobile Homes Act 1983 ("the 1983 Act"). These rights affect 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. The express terms that are set out in Parts 2 and 4 of this statement will apply to you. If you are not happy with any of these express terms 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 your Agreement you can challenge them, 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 later. If you wish to challenge your agreement, you are advised to consult a solicitor or citizens' advice bureau.
5. A challenge can be made either in the sheriff court or, with the agreement of the site owner, before an arbiter. You can:-
  - (a) ask for any of the express terms of the Agreement (those set out in Parts 2 and 4 of this statement) to be changed or deleted;
  - (b) ask for further terms to be included in the Agreement concerning the matters set out in Part 2 of Schedule I to the 1983 Act (see paragraph 9 below).
6. The appointment of an arbiter 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 arbiter to settle a dispute between you.

7. The site Owner can also go to court or with your agreement to an arbiter to ask for the Agreement to be changed in these two ways.
8. The court or the arbitrator must make an order on terms they consider just and equitable in the circumstances.
9. The matters set out in Part 2 of Schedule I to the 1983 Act are as follows:-
  - (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.

#### **Six Month Time Limit for Challenging the Terms**

10. You must act quickly if you want to challenge the terms. If you or the site owner make no application to a court or arbiter within six months of the date you entered into the Agreement or the date you received the written statement, whichever is 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 you both agree.

#### **Unfair Terms**

11. If you consider any of the express terms of your Agreement set out in Parts 2 and 4 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 other qualifying body under those Regulations.

## Part 2

### Particulars of the Agreement

#### Parties to the agreement

2. The parties to the agreement will be—

<p><i>(name and address of mobile home occupier)</i></p>
<p><b>CRAIGENDMUIR LIMITED</b> whose registered office is at Craighendmuir Park Business Centre,  Steps Glasgow G33 6AF</p> <p><i>(name and address of site owner)</i></p>

#### Start date

3. The agreement will begin on

<p><i>(insert date)</i></p>
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#### Particulars of the pitch

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

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

is either below or attached to this statement.

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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>

## **Part 3**

### **Implied Terms**

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, and are as follows:-

#### **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.
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 at a date determined by the Court 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 at a date to be determined by the Court if, on the application of the owner, the Court-
  - (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.
6. (1) The owner shall be entitled to terminate the agreement at the end of a relevant period 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) 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-
    - (i) having regard to the present condition of the mobile home, paragraph (a) of that sub-paragraph applies to it, but
    - (ii) 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
  - (b) the occupier indicates an intention to carry out those repairs.

(4) In such a case the Court may make an order setting out the repairs and 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.

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

#### **Repayment of sums paid by occupier on termination of agreement**

7. Where the agreement is terminated as mentioned in paragraph 3, 4, 5 or 6, the owner must, within 2 months of the date of termination, repay to the occupier so much of any payment made by the occupier in pursuance of the agreement as is attributable to a period beginning after the date of termination.

#### **Sale of Mobile Home**

8. (A1) This paragraph applies to an agreement which relates to a pitch other than a pitch on-
- (a) a local authority gypsy and traveller site; or
  - (b) a registered social landlord gypsy and traveller site.

(1) The occupier shall, subject to sub-paragraph (2A), be entitled to sell the mobile home, and to assign the agreement.

(1A) The occupier is entitled to-

- (a) market the occupier's mobile home using the services of an agent; and
- (b) display appropriate marketing signs in, or on, the mobile home for these purposes.

(1B) The owner must allow any agent appointed by the occupier such reasonable access to the pitch as may be required for the purposes of-

- (a) preparing a valuation of the mobile home; and
- (b) preparing or displaying marketing materials.

(1C) Where the occupier intends to sell the mobile home and assign the agreement as mentioned in sub-paragraph (1), the occupier must, no later than 28 days before the date of the sale of the mobile home and assignment of the agreement, provide the purchaser with-

- (a) a copy of the agreement;
- (b) a copy of any site rules for the protected site on which the mobile home is stationed; and



(c) a forwarding address for the occupier.

(1D) But if the purchaser consents in writing to the documents and address being provided by a date (“the agreed date”) which is less than 28 days before the date of the sale and assignation of the agreement, the occupier must provide the documents and address to the purchaser no later than the agreed date.

(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 Scottish Ministers.

(2A) Neither the sale nor the assignation are to have any effect until the owner has received the commission mentioned in sub-paragraph (2).

(2B) Except to the extent mentioned in sub-paragraph (2), 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 assignation of the agreement.

(3) An order under this paragraph-

(a) shall be made by statutory instrument 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.

### **Gift of Mobile Home**

9. (1) This paragraph applies to an agreement which relates to a pitch other than a pitch on-

(c) a local authority gypsy and traveller site; or

(d) a registered social landlord gypsy and traveller site.

(2) Subject to paragraph (5), the occupier is entitled to give the mobile home, and to assign the agreement, to a member of the occupier’s family (“the new occupier”) without the approval of the owner.

(3) The occupier must, if requested by the owner, give the owner such evidence as the owner, acting reasonably, may require to confirm that the new occupier is a member of the occupier’s family.

(4) The new occupier must, as soon as practicable, notify the owner of the new occupier’s acceptance of the gift of the mobile home and assignation of the agreement.

(5) Neither the gift nor the assignation are to have any effect until the owner has received the evidence mentioned in sub-paragraph (3) and the notification required in sub-paragraph (4).

(6) 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 assignation of the agreement.

### **Re-siting of the 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-

- (i) the other pitch is broadly comparable to the occupier's original pitch; and
  - (ii) 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 under sub-paragraph (1), the owner must, if the occupier so requires, secure that the mobile home is returned to the original pitch-
- (a) where sub-paragraph (1)(a) applies, on the expiry of the period mentioned in sub-paragraph (1); or
  - (b) where sub-paragraph (1)(b) applies, on the completion of the essential repair or emergency works..
- (3) Sub-paragraph (2) does not apply where the original pitch cannot be used as a pitch.
- (4) The Owner shall pay all costs and expenses incurred by the occupier in connection with his mobile home being moved to and from the other pitch.

#### **Undisturbed possession of the mobile home**

11. (1) The occupier is entitled to undisturbed possession of the mobile home together with the pitch during the continuance of the agreement.
- (2) Sub-paragraph (1) is subject to paragraphs 10, 12, 13 and 14.

#### **Owner's right of entry to pitch**

12. The owner may enter the pitch without prior notice between the hours of 9 a.m. and 6 p.m. to-
- (a) deliver written communications, including post and notices, to the occupier; and
  - (b) 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 reasonable 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 paragraphs 12 or 13 only if he has given the occupier at least 14 clear days' written notice of the date, time and reason for the visit.
15. The rights conferred by paragraphs 12 to 14 above do not extend to the mobile home.

#### **The Pitch Fee**

16. (1) Once reviewed, the pitch fee can only be changed at the relevant date.
- (2) For the purposes of sub-paragraph (1) "the relevant date" is-

- (a) where paragraph 17(1) applies the next review date;
  - (b) where paragraph 19(2) applies the 28<sup>th</sup> date after the date on which the owner served the notice under paragraph 19(1); or
  - (c) where paragraph 10(3)(b) applies the 28<sup>th</sup> day after the date of the Court order determining the amount of the pitch fee.
17. (1) The pitch fee may be reviewed at the review date if, at least 28 clear days before the review date the owner has served on the occupier a written notice setting out the owner's proposal in respect of the new pitch fee.
- (2) The notice referred to in sub-paragraph (1) must set out the services which the agreement provides that are included in the pitch fee proposed by the owner.
- (3) If at any time the occupier agrees to the proposed pitch fee it shall be payable as from the review date.
- (4) If the occupier does not agree to the proposed pitch fee the owner or the occupier may apply to the court for an 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.
18. (1) If the owner has not served a notice under sub-paragraph 17(2) by the time by which it was required to be served, the occupier can serve a notice ("a review request") on the owner requesting the owner to serve a notice under paragraph 19(1).
- (2) If the owner fails to serve a notice under paragraph 19(1) within the period of 28 days beginning with the date the occupier served the review request then the occupier may apply to the Court for an order determining the amount of the new pitch fee.
19. (1) The pitch fee may be reviewed at a date after the review date if the owner serves on the occupier a written notice setting out the owner's proposals in respect of a new pitch fee.
- (2) If at any time the occupier agrees to the proposed pitch fee, it shall be payable as from the 28<sup>th</sup> day after the date on which the owner serves the notice under sub-paragraph (1).
- (3) If the occupier does not agree to the proposed pitch fee the owner or the occupier may apply to the Court for an order determining the amount of the new pitch fee;
- (4) An application under sub-paragraph (3) 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 sub-paragraph (1).
20. (1) Where an application is made to the Court under paragraphs 17(4), 18(2) or 19(3), the Court shall, if the Court considers it reasonable for the pitch fee to be changed, make an order determining the amount of the new pitch fee.
- (2) 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.
- (3) If the Court makes such an order, the new pitch fee shall be payable-
- (a) where the application was made under paragraph 17(4), as from the review date;
  - (b) where the application was made under paragraphs 18(2) or 19(3), as from the 28<sup>th</sup> day after the date of the court order determining the amount of the pitch fee.

21. The occupier shall not be treated as being in arrears-
- (a) where either paragraph 17(3) or 19(2) applies, until the 28<sup>th</sup> day after the date on which the new pitch fee is agreed; or
  - (b) where sub-paragraph 20(3) applies, until the 28<sup>th</sup> day after the date of the Court order determining the amount of the new Pitch Fee.
22. (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 25(e) and (f); and
    - (iii) to which a majority of the occupiers have not disagreed in writing or which, in the case of such a 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 or the facilities and services provided on that site since the last review date; and
  - (c) the effect of any enactment, other than an order made under paragraph 8(2), which has come into force since the last review date.
- (2) When calculating what constitutes a majority of the occupiers for the purposes of sub-paragraph (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 who has responded to the consultation, 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.
23. (1) When determining the amount of the new pitch fee-
- (a) any costs incurred by the owner in connection with expanding the protected site shall not be taken into account; and
  - (b) 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 22(1).
- (2) 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.

#### **Occupier's obligations**

24. The occupier must-
- (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 in a clean and tidy condition-
  - (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; and
- (e) if requested by the owner, provide documentary evidence of any costs or expenses in respect of which the occupier seeks reimbursement.

### **Owner's obligations**

25. The owner must-

- (a) 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.
- (b) if requested by the occupier, provide, free of charge, a copy of the current public liability insurance certificate in respect of the protected site;
- (c) be responsible for repairing, and where necessary renewing, 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.

26. The owner shall not do or cause to be done anything which may adversely affect the ability of the occupier to perform the occupier's obligations under paragraph 24(c) and (d).

27. For the purposes of paragraph 25(e), to "consult" the occupier means-

- (a) to give the occupier at least 28 clear days' notice in writing of-
  - (i) the proposed improvements and how they may affect the occupier in the long and short term; and
  - (ii) how the pitch fee may be affected when it is next reviewed; and

- (iii) 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.
28. For the purposes of paragraph 25(f) above, to “consult” a qualifying residents’ association means-
- (a) to give the association at least 28 clear days’ notice in writing of-
    - (i) the matters referred to in paragraph 25(f) and how they may affect the occupiers either directly or indirectly in the long and short term; and
    - (ii) 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**

29. (1) The owner shall by notice inform the occupier and any qualifying residents’ association of the address in Scotland at which notices (including notices of proceedings) may be served on him by the occupier or 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 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 Scotland, an address in Scotland 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 sub-paragraph (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 that sub-paragraph 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 30(1) below applies.
30. (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 Scotland, an address in Scotland 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 by sub-paragraph (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 as mentioned in sub-paragraph (2) 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**

31. (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 the site;
  - (b) at least 50% of the occupiers of the mobile homes on the site are members of the association;
  - (c) it is independent from the owner, who together with any agent or employee of the owner 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 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 exercisable by the occupier for each mobile home; and
- (2) When calculating the percentage of occupiers for the purpose of sub-paragraph (1)(b) and determining who shall exercise the vote in relation to sub-paragraph 1(g), 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 who is a member of the association or who exercised any vote, its occupier is to be taken to be the occupier whose name first appears on the agreement.

### **Interpretation**

32. In this Schedule-

“caravan site” has the same meaning as in Part 1 of the Caravan Sites and Control of Development Act 1960;

“essential repair or emergency works” means-

- (a) repairs to or replacement of 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.

“gypsies and travellers” means persons of nomadic habit of life, whatever their race or origin, but does not include members of an organised group of travelling show people or persons engaged in travelling circuses, travelling together as such;

“local authority gypsy and traveller site” means any land which-

- (a) is occupied by a local authority as a caravan site providing accommodation for gypsies and travellers; and
- (b) is a protected site.

“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-

- (a) the right to station the mobile home on the pitch and for use of the common areas of the protected site and their maintenance; and
- (b) water and sewerage services, unless the same are specifically excluded from forming part of the pitch fee by the agreement

but the pitch fee does not include amounts due in respect of gas, electricity and other services, unless the agreement expressly provides that the pitch fee includes such amounts;

“registered social landlord” means a body registered in the register maintained under section 20(1) of the Housing (Scotland) Act 2010;

“registered social landlord gypsy and traveller site” means any land which-

- (c) is occupied by a registered social landlord as a caravan site providing accommodation for gypsies and travellers; and
- (d) is a protected site.

“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 when 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 the 1983 Act.



## Part 4

### Other Express Terms of the Agreement.

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

- Occupier's right to station Mobile Home** 1. The owner permits the occupier to station the mobile home, details of which appear in the First Schedule, on the pitch and to occupy the mobile home and also to have the right to use such communal and recreational facilities as may be provided upon the site for the occupier, members of the occupier's permanent household and bona fide guests.
- Provision of shed or garage** 2. The owner will supply a shed or garage on the pitch and will permit the occupier to have exclusive use of the same for the duration of this agreement. The owner will make no additional pitch fee or rental charge will be payable by the occupier. The occupier shall be liable to maintain the shed or garage and keep the same in repair at all times in accordance with paragraph 4(f) of Part 4 of this agreement. It is expressly agreed that:
- (i) the shed or garage remains the property of the owner at all times and may not be removed from the pitch following the termination of this agreement; and
  - (ii) the occupier shall forthwith deliver up vacant possession of the shed or garage to the owner upon termination of this agreement.
- O c c u p i e r ' s Undertakings** 3. The occupier undertakes with the owner as follows:-
- To pay Pitch Fee** (a) To pay the pitch fee to the owner without deduction, subject to review as provided in Part 3.
- To pay outgoings** (b) To pay and discharge all general and/or water rates which may from time to time be assessed charged or payable in respect of the mobile home or the pitch (and/or a proportionate part thereof where the same are assessed in respect of the residential part of the site) and charges in respect of electricity, gas, water, telephone or other services.
- Overcrowding** (c) Not to permit a greater number of persons than the number of berths mentioned in the First Schedule hereto to reside in the mobile home.
- Use of the Mobile Home** (d) Not to use the mobile home other than as the occupier's only or main private residence for the occupier and the members of the occupier's permanent household and bona fide guests and not without the previous written consent of the owner to use the mobile home or the pitch or any part thereof for business purposes.

**To repair  
Mobile Home, etc.**

- (e) (i) To ensure that the mobile home at all times complies with the statutory definition of a "mobile home" as set out in the Mobile Homes Act 1983 or any subsequent variations or amendments thereof; and
- (ii) To be responsible for ensuring that all electrical, water, gas and boiler appliances and the installation thereof comply with all statutory and other requirements governing the same.

**PROVIDED ALWAYS** that if the occupier fails to comply with the terms of this clause then the owner may give 28 days' notice in writing (or less in the case of emergency) requiring the occupier to comply with such terms and if the occupier has not taken all reasonable steps to comply with this clause within such period then without prejudice to such other remedies as may be available, upon the expiry thereof the owner may enter upon the pitch and carry out such work as may be necessary and the cost of such work shall be payable by the occupier forthwith.

**To maintain  
Pitch**

- (f) To maintain the pitch and all fences, sheds, outbuildings (including any garage) and gardens thereon and to keep the same in a neat and tidy condition **PROVIDED ALWAYS** that if the occupier fails to comply with the terms of this clause then the owner may give 28 days' notice in writing (or less in the case of emergency) requiring the occupier to comply with such terms and if the occupier has not taken all reasonable steps to comply with this clause within such period then without prejudice to such other remedies as may be available, upon the expiry thereof the owner may enter upon the pitch and carry out such work as may be necessary and the cost of such work shall be payable by the occupier forthwith.

**Not to build**

- (g) Not without the prior written consent of the owner to carry out any building works or erect any sheds, garages, outbuildings, fences or other structures on the pitch.

**Not to cause  
breach of site  
licence or  
other regulations**

- (h) Not to do, cause, permit or suffer to be done anything upon any part of the site which would constitute a breach of any of the conditions of any site licence applicable from time to time to the site and to comply with any enactments, orders, regulations and bye-laws which relate to the site, the pitch or the mobile home, whether national local or of any other competent authority (for example, issued by the local authority, county council, Scottish Environment Protection Agency (SEPA) or Parliament).

**To comply  
with Site  
Rules**

- (i) To comply with the site rules from time to time in force, a copy of the current rules being annexed hereto.

**Not to cause  
nuisance**

- (j) Not to do, cause, suffer or permit to be done on the site or the pitch any act or thing which shall or may:-

(i) be or become a nuisance or cause annoyance inconvenience damage loss or disturbance to the owner or other occupiers on the site or cause damage to property belonging to the owner or such other occupiers;

(ii) render any increased or extra premium payable on the owner's third party insurance of the site or which may make void or voidable any policy of such insurance;

(iii) be a criminal offence; or

(iv) cause damage to any of the pipes serving the pitch, including discharging any oil or grease or other deleterious matter or any substance which might be or become a source of danger or injury to the drainage system.

<b>To indemnify Owner</b>	(k) To indemnify the owner and keep him indemnified from and against all actions, proceedings and claims by third parties in respect of loss or damage or liability caused by or arising out of any wilful neglect or default or otherwise of the occupier and members of the occupier's permanent household, bona fide guests or visitors.
<b>To produce notices</b>	(l) Forthwith to produce to the owner a copy of any notice from any local authority or statutory body received by the occupier or by any person acting on the occupier's behalf affecting or likely to affect the site and to take all reasonable steps to comply with all requirements of such notice.
<b>To leave Pitch tidy and to remove Mobile Home</b>	(m) Within 14 days of the expiration or sooner termination of this agreement in the manner provided by Part 3 of this agreement to remove (subject to clause 6 hereof) the mobile home and all articles thereon belonging to the occupier from the pitch and the site, and to leave the pitch in a clean and tidy state and condition and to leave undisturbed and undamaged any shrubs, bushes or trees thereon <b>PROVIDED ALWAYS</b> that if the mobile home has not been removed within such 14 day period as aforesaid, the owner shall be entitled to remove the mobile home and the contents thereof from the site and to sell the same by public auction or otherwise for such price as the owner or his agent shall think fit, and after payment of all expenses in connection with such removal and sale and all sums due from the occupier to the owner any surplus monies shall be payable to the occupier and if not claimed by the occupier within a period of 3 calendar months from the date of the said sale shall be placed upon a deposit account at the owner's bank in the joint names of the owner and the occupier and any interest earned upon such deposit shall be shared equally between the owner and the occupier.
<b>To insure</b>	(n) To insure and keep insured the mobile home with an organisation that is registered with the Financial Conduct Authority against loss or damage by fire and liability to third parties and such other risks as the owner may from time to time reasonably require, and to produce to the owner upon request the policy of insurance and such evidence as the owner may reasonably require that the policy is valid.
<b>Not to erect any aerial</b>	(o) Not to erect any pole, mast, wire or dish (whether in connection with telegraphic telephonic radio or television communication or otherwise) upon the pitch without prior written consent of the owner.
<b>Not to display any sign</b>	(p) Save as permitted in Part 3, not to affix to or exhibit on the outside of the pitch or any part thereof or to or through any window of the mobile home nor display anywhere on the pitch any placard, sign, notice, fascia boards or advertisement without prior written permission of the owner.
<b>To execute works</b>	(q) At the occupier's own expense to execute all works and provide and maintain all arrangements upon or in respect of the mobile home which are required in order to comply with the requirements of any statute (already or in the future to be passed) or any government department, local authority or court of competent jurisdiction.

**To pay costs**

(r) To pay to the owner all costs, fees, charges, disbursements and all expenses (including without prejudice to the generality of the above those payable to counsel, solicitors and bailiffs) properly and reasonably incurred by the owner in relation to or incidental to:-

(i) every application made by the occupier for a consent or licence required by the provisions of this agreement whether such consent or licence is granted or refused or proffered subject to any lawful qualification or condition or whether the application is withdrawn;

(ii) the preparation and service of any notice under the Mobile Homes Act 1983 and/or the Caravan Sites and Control of Development Act 1960 and/or the Caravan Sites Act 1968; or

(iii) the lawful recovery or attempted recovery of arrears of pitch fee or other sums due from the occupier.

**Interest on late payment**

(s) If the occupier fails to pay the pitch fee or any other sum due under this agreement within 14 days of the date due (whether formally demanded or not) the occupier shall pay to the owner interest on the pitch fee or other sum from the date when they were due to the date on which they are paid. The interest rate shall be 4% per year above the base lending rate of Barclays Bank PLC or such other bank as the owner may from time to time nominate in writing. In addition, the owner may at its absolute discretion charge an administration charge of £25.00 (subject to annual review by the owner) in the event that the occupier fails to pay the pitch fee or any other sum due under this agreement within 14 days of the date due.

(t) Subject to the notice requirements in Part 3 being complied with, to permit the owner his servants and agents with or without workmen at all reasonable hours to enter upon the pitch for the purpose of:

- (i) inspecting and maintaining the services provided at the site;
- (ii) inspecting and maintaining and repairing fences shed and outbuildings whether the property of the owner or otherwise;
- (iii) ascertaining whether there is or has been any breach of the agreement; or
- (iv) removing the mobile home in accordance with the rights in that regard contained in clause 6 of Part 4 of this agreement.

**Owner's Undertakings**

s5. The owner undertakes with the occupier as follows:-

<b>Amendment of Site Rules</b>	<p>(a) Not to add to or amend the site rules except in accordance with the following provisions:-</p> <p>(i) the owner shall give not less than 28 days' written notice of any additions or amendments he proposes either by displaying the same on the site notice board or by supplying copies thereof to each occupier;</p> <p>(ii) if within such period of 28 days as aforesaid at least one third of the occupiers shall deliver to the owner a written request that a meeting shall be called to discuss the proposals then the owner shall either withdraw them or by giving reasonable notice convene a meeting of the occupiers to consider the proposals in detail and to vote upon the same, the issue to be determined by a simple majority of those occupiers voting;</p> <p>(iii) if no such request is delivered to the owner within such 28 day period as aforesaid then a majority of the occupiers shall be deemed to have accepted them and they shall come into force immediately on the expiry of such 28 day period.</p>
<b>To maintain services</b>	<p>(b) At all times during the currency of the agreement to use reasonable endeavours to provide and maintain the services available to the pitch at the date hereof or such further services as may from time to time be provided and to keep the same in proper working order <b>PROVIDED ALWAYS</b> that the owner shall not be liable for any temporary failure or lack of such services if attributable to any breakdown or to any cause whatsoever outside the owner's control.</p>
<b>To insure</b>	<p>(c) To insure and keep insured the site against third party liability with an organisation that is registered with the Financial Conduct Authority and to have available for inspection by the occupier at all reasonable times the policy of such insurance.</p>
<b>Mode of removal of the Mobile Home.</b>	<p>6. After the termination of the agreement in the manner provided in Part 3 of this agreement, the mobile home shall not be removed from the pitch except by or under the supervision of the owner or his duly authorised agent who shall seal off all the service connections provided by the owner on the pitch and the occupier shall pay all reasonable costs incurred in connection with such removal.</p>
<b>Siting of Mobile Home</b>	<p>7. No mobile home shall be sited on the pitch or any part of the site otherwise than by or through the sole agency of the owner, who shall be responsible for siting such mobile home and for connecting it to all services on the pitch and the occupier or the occupier's assignee shall forthwith pay such reasonable charges for such work as the owner shall determine.</p>
<b>Review of Pitch Fee</b>	<p>8. A note of the reviewed pitch fee shall be endorsed hereon in the form set out in the Second Schedule.</p>
<b>Commission on assignment</b>	<p>9. The commission payable to the owner upon an assignment in accordance with Part 3 hereof shall be paid to the owner or his authorised agent in the form of a Banker's Draft, Building Society Draft, BACS payment, telegraphic transfer, or a Solicitor's cheque.</p>

**Notices**

10. Subject as herein provided any notice hereunder shall be in writing and may be served on the person to whom it is to be given either personally or by leaving it for him at the mobile home (in the case of notices served on the occupier) or at his last known place of abode if different, or by sending it by recorded delivery service to such place, and in the case of the owner it may be served in like manner at the address for service of the owner given in part 3 or upon any agent for the owner duly authorised in that behalf.

**Occupation**

11. The occupier shall notify the owner in writing upon signing this agreement of the full name of every person living in the mobile home for any period of 28 consecutive days or longer, with particulars of the relationship (if any) of such person to the occupier or their spouse. The occupier shall also notify the owner in writing of any change in these details, including where any person ceases so to live therein, and shall provide the same details in respect of any other persons who may be living in the mobile home for any period of 28 consecutive days or longer, within 14 days of such change occurring.

**Marginal notes**

12. The marginal notes are inserted for ease of reference only and shall not in any manner affect the construction, meaning or effect of anything contained in this agreement or govern the rights and liabilities of the parties hereto.

**Definitions**

13. In this agreement the following definitions shall apply:-

- (i) "the mobile home" means the mobile home described in the First Schedule hereto;
- (ii) "the site" means "the protected site";

(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**

Signed (Authorised signature for site owner)

Signed on behalf of:

**CRAIGENDMUIR LIMITED**

Signed (Authorised signatory):

Capacity      Director/Company Secretary

Name:

Date:





# The Second Schedule

## Endorsement of reviewed pitch fee

1. On \_\_\_\_\_ the annual pitch fee payable hereunder was reviewed in accordance with Part 3 and it was agreed by the owner and the occupier that the annual pitch fee payable during the review period would be £ ( \_\_\_\_\_ pounds)

Signed \_\_\_\_\_(owner)

Signed \_\_\_\_\_(occupier)

2. On \_\_\_\_\_ the annual pitch fee payable hereunder was reviewed in accordance with Part 3 and it was agreed by the owner and the occupier that the annual pitch fee payable during the review period would be £ ( \_\_\_\_\_ pounds)

Signed \_\_\_\_\_(owner)

Signed \_\_\_\_\_(occupier)

3. On \_\_\_\_\_ the annual pitch fee payable hereunder was reviewed in accordance with Part 3 and it was agreed by the owner and the occupier that the annual pitch fee payable during the review period would be £ ( \_\_\_\_\_ pounds)

Signed \_\_\_\_\_(owner)

Signed \_\_\_\_\_(occupier)

4. On \_\_\_\_\_ the annual pitch fee payable hereunder was reviewed in accordance with Part 3 and it was agreed by the owner and the occupier that the annual pitch fee payable during the review period would be £ ( \_\_\_\_\_ pounds)

Signed \_\_\_\_\_(owner)

Signed \_\_\_\_\_(occupier)

5. On \_\_\_\_\_ the annual pitch fee payable hereunder was reviewed in accordance with Part 3 and it was agreed by the owner and the occupier that the annual pitch fee payable during the review period would be £ ( \_\_\_\_\_ pounds)

Signed \_\_\_\_\_(owner)

Signed \_\_\_\_\_(occupier)

6. On \_\_\_\_\_ the annual pitch fee payable hereunder was reviewed in accordance with Part 3 and it was agreed by the owner and the occupier that the annual pitch fee payable during the review period would be £ ( \_\_\_\_\_ pounds)

Signed \_\_\_\_\_(owner)

Signed \_\_\_\_\_(occupier)

## Endorsement of reviewed pitch fee

7. On \_\_\_\_\_ the annual pitch fee payable hereunder was reviewed in accordance with Part 3 and it was agreed by the owner and the occupier that the annual pitch fee payable during the review period would be £ ( \_\_\_\_\_ pounds)

Signed \_\_\_\_\_(owner)

Signed \_\_\_\_\_(occupier)

8. On \_\_\_\_\_ the annual pitch fee payable hereunder was reviewed in accordance with Part 3 and it was agreed by the owner and the occupier that the annual pitch fee payable during the review period would be £ ( \_\_\_\_\_ pounds)

Signed \_\_\_\_\_(owner)

Signed \_\_\_\_\_(occupier)

9. On \_\_\_\_\_ the annual pitch fee payable hereunder was reviewed in accordance with Part 3 and it was agreed by the owner and the occupier that the annual pitch fee payable during the review period would be £ ( \_\_\_\_\_ pounds)

Signed \_\_\_\_\_(owner)

Signed \_\_\_\_\_(occupier)

10. On \_\_\_\_\_ the annual pitch fee payable hereunder was reviewed in accordance with Part 3 and it was agreed by the owner and the occupier that the annual pitch fee payable during the review period would be £ ( \_\_\_\_\_ pounds)

Signed \_\_\_\_\_(owner)

Signed \_\_\_\_\_(occupier)

11. On \_\_\_\_\_ the annual pitch fee payable hereunder was reviewed in accordance with Part 3 and it was agreed by the owner and the occupier that the annual pitch fee payable during the review period would be £ ( \_\_\_\_\_ pounds)

Signed \_\_\_\_\_(owner)

Signed \_\_\_\_\_(occupier)

12. On \_\_\_\_\_ the annual pitch fee payable hereunder was reviewed in accordance with Part 3 and it was agreed by the owner and the occupier that the annual pitch fee payable during the review period would be £ ( \_\_\_\_\_ pounds)

Signed \_\_\_\_\_(owner)

Signed \_\_\_\_\_(occupier)