

Written Statement under Mobile Homes Act 1983

IMPORTANT - PLEASE READ THIS STATEMENT CAREFULLY AND KEEP IT IN A SAFE PLACE. IT SETS OUT THE TERMS ON WHICH YOU 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

1. You have an agreement to which the Mobile Homes Act 1983 applies.
2. The parties to the agreement are:

.....
.....
(name and address of mobile home occupier)

.....
.....
(name and address of site owner)

3. The agreement commenced on (fill in date)
4. The particulars of the land on which you are entitled to station your mobile home are

.....
.....
.....
.....

****Cross out words in this box that do not apply.**

****5. The site owner's estate or interest in the land will end on**
..... ; or
(fill in date)

The site owner's planning permission for the site will end on
.....
(fill in date)

Part II

1. Because you have an agreement with a site owner which entitles you to keep your mobile home on his site and live in it as your home, the Mobile Homes Act 1983 gives you certain rights, affecting in particular your security of tenure and the sale of your mobile home.
2. These rights, which are contained in the implied terms set out in Part III of this statement, apply automatically and cannot be overridden, so long as your agreement continues to be one to which this Act applies.
3. A full explanation of your rights can be found in the booklet "Mobile Homes" produced jointly by the Department of the Environment, the Welsh Office and the Scottish Development Department. From 1st August 1983 the booklet is available free from Council offices and housing aid centres and you are advised to read it.
4. If you are not sure what any of the terms of your agreement mean or how they will work in future, you should get advice at once from a solicitor or citizens advice bureau.
5. If you are not happy with any of the express terms of your agreement (as set out in Part IV of this statement) you should discuss them with the site owner, who may agree to change them. But if you are still not satisfied you can challenge the agreement in two ways, as explained in paragraphs 6 to 9 below, provided you do so within six months of the time you are given this statement.
6. A challenge can be made either in the county court (in Scotland, the sheriff court) or before an arbitrator (in Scotland, an arbiter). You can:-
 - (a) ask for any of the express terms of the agreement (those set out in Part IV 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 II of Schedule I to the Act (see paragraph 9 below).

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

7. The appointment of an arbitrator may be provided for in one of the express terms of the agreement. If not, you and the site owner can still agree in writing to appoint an arbitrator to settle a dispute between you.
8. The court or the arbitrator must make an order on terms they consider just and equitable in the circumstances. If you wish to challenge your agreement, you should get advice from a solicitor or citizens advice bureau.
9. The matters set out in Part II of Schedule I to the Act are as follows:-
 - (a) the right of the occupier to quiet enjoyment, or in Scotland, undisturbed possession of the mobile home;
 - (b) the sums payable by the occupier in pursuance of the agreement and the times at which they are to be paid;
 - (c) the review at yearly intervals of the sums so payable;
 - (d) the provision or improvement of services available on the protected site, and the use by the occupier of such services;

- (e) the preservation of the amenity of the protected site;
 - (f) the maintenance and repair of the protected site by the owner, and the maintenance and repair of the mobile home by the occupier;
 - (g) access by the owner to the land on which the occupier is entitled to station the mobile home.
10. If no application to court or an arbitrator is made within the six months time limit, both you and the site owner will be bound by the terms of the agreement and will not be able to change them unless both parties agree.

Part III

Under the Act, certain terms must be contained in your Agreement.

This part of the Statement sets out those terms.

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 forthwith, if, on the application of the owner, the court -
 - (a) is satisfied that the occupier has breached a term of the agreement and, after service of a notice to remedy the breach, has not complied with the notice within a reasonable time; and
 - (b) considers it reasonable for the agreement to be terminated.
5. The owner shall be entitled to terminate the agreement forthwith if on the application of the owner, the court is satisfied that the occupier is not occupying the mobile home as his only or main residence.
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; or
 - (b) is likely to have such an effect before the end of the next relevant period.
(2) In sub-paragraph (1) above, the "relevant period" means the period of five years beginning with the commencement of the agreement and each succeeding period of five years.

(3) Subparagraphs (4) and (5) 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) or (b) of that sub-paragraph applies to it, but

(ii) it would be reasonably practicable for particular repairs to be carried out on the mobile home that would result in neither of those paragraphs 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 shall not be further proceeded with unless the court is satisfied that the specified period has expired without the repairs having been carried out.

Recovery of overpayments by Occupier

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

Sale of Mobile Home

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

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

(1B) The owner must, within 28 days of receipt of the request –

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

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

(1C) An approval may be made subject to conditions

(1D) But any such conditions must be-

(a) reasonable

(b) capable of being satisfied without varying or deleting any express term of the agreement

(1E) A notice under sub-paragraph (1B) above must specify-

(a) if the approval is given subject to conditions, the conditions;

(b) if the approval is withheld, the reasons for withholding it

(1F) The occupier may appeal to the court if-

(a) the owner fails to notify the occupier as required by sub-paragraphs (1B) and (1E) above;

(b) the owner decides not to approve the person; or

(c) the occupier is aggrieved by any condition imposed on an approval

(1G) The court may determine such an appeal by-

(a) making an order declaring that the person is approved (subject to such conditions, if any, as may be specified in the order), or

(b) making such other order as it thinks fit.

(1H) It is for the owner –

- (a) if the owner served a notice under sub-paragraph (1B) above and the question arises whether the notice was served within the required period of 28 days, to show that it was;
- (b) if the owner gave approval subject to any condition and the question arises whether the condition falls within sub-paragraph (1D) above, to show that it does;
- (c) if the owner withheld approval and the question arises whether it was reasonable for the owner to do so, to show that it was.

(1I) A request or notice under this paragraph –

- (a) must be in writing, and
- (b) may be delivered personally or sent by post.

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

(3) An order under this paragraph

- (a) shall be made by statutory instrument, 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 Secretary of State.
- (b) may make different provision for different areas or for sales at different prices.

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

Gift of Mobile Home

9. (1) The occupier shall be entitled to give the mobile home, and to assign the agreement to a member of his family approved by the owner whose approval shall not be unreasonably withheld.
- (2) Sub-paragraphs (1A) to (1I) of paragraph 8 above shall apply in relation to the approval of a person for the purposes of sub-paragraph (1) above as they apply in relation to the approval of a person for the purposes of sub-paragraph (1) of that paragraph.

Re-siting of Mobile Home

10. If the owner is entitled to require that the occupier's right to station the mobile home shall be exercisable for any period in relation to other land forming part of the protected site
- (a) that other land shall be broadly comparable to the land on which the occupier was originally entitled to station the mobile home; and
 - (b) all costs and expenses incurred in consequence of the requirement shall be paid by the owner.

Part IV

Express Terms of the Agreement

This part of the statement sets out the terms of the Agreement settled between you and the Site Owner in addition to the implied terms.

- Right to station mobile home right to use by occupier himself 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 same and to have the such communal and recreational facilities as may be provided upon the park for members of his permanent household and bona fide guests.
- Access by owner 2. THE owner shall be permitted to have reasonable access to the pitch and shall have the right if necessary to move the mobile home to another part of the park for the purpose of carrying out essential works on the pitch or the park PROVIDED that the alternative pitch shall be broadly comparable to the land on which the occupier was originally entitled to station the mobile home and all cost and expenses incurred in consequence of the requirement shall be paid by the owner.
- Occupiers undertakings 3. THE occupier undertakes with the owner as follows:
- To pay pitch fee (a) To pay to the owner an annual pitch fee of £ subject to review as hereinafter provided by equal payments in advance on the day of each
- 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 park) and charges in respect of electricity gas water telephone and other services.
- Occupation of mobile home (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 mobile home (d) Not to use the mobile home otherwise than as his only or main private residence for himself and the members of his 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 (e) To keep the mobile home in a sound state of repair and condition and to keep the exterior thereof clean and tidy 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 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 upon the expiry thereof the owner may enter upon the pitch and carry out such work as may be necessary and the cost of all such work shall be payable by the occupier forthwith

| | |
|--|--|
| To maintain the pitch | (f) To keep the pitch and all fences shed outbuildings and gardens thereon 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 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 upon the expiry thereof the owner may enter upon the pitch and carry out such work as may be necessary and the costs of such work shall be payable by the occupier forthwith |
| Not to build | (g) Not without the written consent of the owner to carry out any building works or erect any porches sheds garages outbuildings fences or other structures on the pitch |
| Not to cause breach | (h) Not to do or cause to be done anything upon any part of the park which would constitute a breach of the site licence or other breach of any of the conditions of any site licence applicable from time to time to the park regulations and to comply with an enactments orders regulations and bye-laws which relate to the park the pitch or the mobile home whether national local or any other competent authority |
| To comply with park rules | (j) To comply with the park rules from time to time in force a copy of the current park rules being annexed hereto (k) Not to do or suffer or permit to be done on the park or the pitch any act or thing which shall or may |
| Not to cause a nuisance disturbance to the owner | (i) be or become a nuisance or cause annoyance inconvenience or or other occupiers on the park or cause damage to property belonging to the owner or such other occupiers |
| Not to prejudice insurance | (ii) render any increased or extra premium payable for the owners third party insurance of the park or which may make void or voidable any policy of such insurance |
| To indemnify owner | (l) To indemnify the owner and keep him indemnified from and against all actions proceedings and claims by third parties in respect of any loss or damage or liability caused by or arising out of any wilful neglect or default of the occupier and members of his permanent household bona fide guests or visitors |
| To permit entry | (m) 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 park (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 (iv) removing the mobile home in accordance with the rights in that regard contained in clause 2 of this part of the Written Statement |
| To produce notices | (n) Forthwith to produce to the owner a copy of any notice from any local authority or statutory body received by him or by any person acting on his behalf affecting or likely to affect the park and take all reasonable steps to comply with all |

requirements of such notice

To leave pitch tidy and remove mobile home (p) Within 14 days of the expiration or sooner termination in the manner provided by Part III of this Written Statement of the agreement to remove from the pitch the mobile home and all articles thereon or therein belonging to the occupier 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 PROVIDED ALWAYS that if the mobile home shall not have 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 park and to sell the same by public auction 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 three calendar months from the date of the said sale shall be placed upon a deposit account at the bank of the owner in the joint names of the owner and the occupier and any interest earned upon such deposit account shall be shared equally

To insure (q) To insure and keep insured the mobile home with a member of the British Insurance Association 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

Owner's undertakings 4. THE owner undertakes with the occupier as follows:

To maintain park (a) To keep and maintain those parts of the park which are not the responsibility of the occupier hereunder or of other occupiers of other pitches on the park in a good state of repair and condition

Amendment of park rules (b) Not to add to or amend the park rules except in accordance with the following provisions:

- (i) the owner shall give 28 days' notice of any additions or amendments he proposes either by displaying the same on the park notice board or by supplying copies thereof to each occupier
- (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
- (iii) if no such written 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

- To maintain services and facilities (c) At all times during the currency of the agreement to use his best endeavours to provide and maintain the facilities and services available to the pitch at the date hereof or such further services as may from time to time be provided to keep the same in proper working order PROVIDED ALWAYS that the owner shall not be liable for any temporary failure or lack of such facilities and services if attributable to any breakdown or to any cause whatsoever outside the owners control
- To insure (d) To insure and keep insured the park against third party liability and to have available for inspection by the occupier at all reasonable times the policy of such insurance
- Quiet enjoyment (e) That the occupier duly paying the pitch fee and observing and performing the undertakings herein contained and on the part of the occupier to be observed and performed shall and may peaceably and quietly occupy and enjoy the pitch during the continuance of the agreement
- Mode of removal of mobile home 5. AFTER the termination of the agreement in the manner provided by Part III of this written statement 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
- Responsibility for siting of mobile home 6. NO mobile home shall be sited on any pitch otherwise than by or through the 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 his /her assignee shall forthwith pay such charges for such work as the owner shall determine
- Review of pitch fee 7. (a) On the review date namely the day of _____ in each year
- the amount of the annual pitch fee shall be reviewed and in determining the amount of the reviewed pitch fee regard shall be had to:
- (i) the Index of Retail Prices
 - (ii) sums expended by the owner for the benefit of the occupiers of mobile homes on the park
 - (iii) any other relevant factors including the effect of legislation applicable to the operation of the park
- (b) The pitch fee payable during the year immediately preceding the review date shall continue to be paid following that review date until a new pitch fee has been determined and within 14 days of such determination the occupier shall pay to the owner the amount whereby the pitch fees so determined shall in respect of the period from the review date until payment exceed the pitch fee payable immediately before the review date
- (c) A note of the reviewed pitch fee shall be endorsed hereon in the form set out in the Second Schedule

- Method and form of assignment 8. PRIOR to any sale and assignment written notice shall be given to the owner by the occupier and all terms and conditions on the part of the occupier herein before mentioned shall have been duly observed and performed to the reasonable satisfaction of the owner and all sums due hereunder to the owner shall have been paid to him in full by the occupier. Any assignment of the agreement shall be effected by the execution by the owner the occupier and the assignee of the form of assignment set out in the third Schedule
- Marginal Notes 9. THE marginal notes hereto are inserted for convenience of reference notes only and shall not in any manner affect the construction meaning or effect of anything herein contained or govern the rights and liabilities of the parties hereto
- Definition of park site" 10. IN Part IV of the written statement the "park" shall mean the park "protected site"

The Second Schedule
Endorsement of reviewed pitch fee

1. On _____ the annual pitch fee payable hereunder was reviewed in accordance with the express term 7 hereof 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 the express term 7 hereof 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 the express term 7 hereof 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 the express term 7 hereof 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 the express term 7 hereof 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 the express term 7 hereof 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 the express term 7 hereof 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 the express term 7 hereof 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 the express term 7 hereof 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 the express term 7 hereof 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 the express term 7 hereof 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 the express term 7 hereof 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)

The Third Schedule - form of Assignment

THIS ASSIGNMENT is made the day of(month).....(year).....

BETWEEN..... (hereinafter called "the

occupier") of the first part

(hereinafter called "the owner") of the second part and

of(hereinafter called "the assignee") of the third part

WHEREBY

1. In consideration of [the sum of £(pounds) paid by the assignee to the occupier receipt whereof the occupier hereby acknowledges and] the undertakings on the part of the assignee hereinafter contained the occupier hereby assigns to the assignee the benefits of the agreement dated theday of (month)..... (year)the terms and conditions of which are set forth in the statement pursuant to the Mobile Homes (Written Statement) Regulations 1983 annexed hereto SUBJECT hereafter to the payment by the assignee of the pitch fee therein mentioned and the performance and observance by the assignee of the terms and conditions on the part of the occupier therein contained

2. The assignee hereby undertakes with the occupier as follows:-

(a) That the assignee and the persons deriving title under him will at all times hereafter duly pay all sums becoming due under the said agreement and observe and perform all the terms and conditions on the part of the occupier set forth within the said statement

(b) That the assignee and the persons deriving title under him will at all times from the date hereof save harmless and keep indemnified the occupier and his estate and effects from and against all proceedings costs claims and expenses on account of any omission to make the said payments or any breach of any of the said terms and conditions

3. IN consideration of these presents the assignee hereby undertakes with the owner that the assignee and his successors in title will pay all sums due from the occupier to the owner under the said agreement and will observe and perform all the terms and conditions on the part of the occupier

4. IT is hereby acknowledged that the owner accepts no liability for:-

(a) Any statements representations or warranties of whatsoever nature made by the occupier regarding the mobile home its installations and /or contents

(b) The condition of the mobile home its installation and /or contents

(c) The reasonableness of the price paid by the assignee to the occupier

AS WITNESS the hands of the parties hereto the day and year first before written

SIGNED BY (the occupier)
in the presence of

Witness

Address

Occupation

SIGNED BY the said (owner)
duly authorised for and on behalf
of the owner in the presence of:-

Witness

Address

Occupation

SIGNED BY the said (assignee)
in the presence of:

Witness

Address

Occupation