

**WRITTEN STATEMENT**

**UNDER  
THE MOBILE HOMES (WALES) ACT  
2013**

WRITTEN STATEMENT UNDER THE MOBILE HOMES (WALES) ACT 2013  
REQUIRED 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 WILL BE ENTITLED TO KEEP YOUR MOBILE HOME ON A PROTECTED SITE AND TELLS YOU ABOUT THE RIGHTS WHICH WILL BE GIVEN TO YOU BY LAW. IF THERE IS ANYTHING YOU DO NOT UNDERSTAND YOU SHOULD GET ADVICE (FOR EXAMPLE FROM A SOLICITOR OR A CITIZENS ADVICE BUREAU).**

## **PART 1**

### Information about your Rights

#### **The Mobile Homes (Wales) Act 2013**

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 live in it as your home. You will automatically be protected and given certain rights under Part 4 of the Mobile Homes (Wales) Act 2013 ("the 2013 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. Part 1 of Schedule 2 to the 2013 Act contains implied terms (Chapter 2 applies in relation to all pitches on a protected site except those on local authority Gypsy and Traveller sites; Chapter 3 applies to transit pitches on local authority and county council Gypsy and Traveller sites and Chapter 4 applies to agreements relating to permanent pitches on local authority Gypsy and Traveller sites) which will apply automatically to your agreement and cannot be overridden, so long as your agreement continues to be one to which Part 4 of the 2013 Act applies. The terms that will apply to you are contained in the Annex to Part 2 of this statement.

#### **Express Terms**

3. The express terms that are set out in Part 3 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.

*(The following paragraph does not apply to an agreement for a transit or permanent pitch on a local authority Gypsy and Traveller site)*

4. The site rules for your site, as deposited with your local authority, also form part of the express terms of your agreement, which are set out in Part 3 of this statement. Site rules may only be made, varied or deleted in accordance with the prescribed procedure, as set out in section 52 of the 2013 Act.

#### **Additional Terms**

*(The following paragraph does not apply to an agreement that relates to a transit pitch on a local authority Gypsy and Traveller Site.)*

5. There are additional terms set out in Part 2 of Schedule 2 to the 2013 Act which you can ask a residential property tribunal to be included in your agreement. These deal with the following matters:

- (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.

#### **Right to challenge express terms**

*(The following paragraphs do not apply to an agreement that relates to a transit pitch on a local authority Gypsy and Traveller site. They also do not apply to site rules which form part of the express terms of your agreement.)*

6. If you enter into the agreement and subsequently become dissatisfied with the express terms of the 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.

7. You can challenge the express terms by making an application to a residential property tribunal. You can ask for any express terms of the agreement (those set out in part 3 of this statement) to be changed or deleted.

8. The site owner can also go to a residential property tribunal to ask for the agreement to be changed in these two ways.

9. The residential property tribunal must make an order on terms it considers just and equitable in the circumstances.

### **Six months time limit for challenging the terms**

*(The following paragraph does not apply to an agreement that relates to a transit pitch on a local authority Gypsy and Traveller site. It also does not apply to site rules which form part of the express terms of your agreement.)*

**10.** You must act quickly if you want to challenge the terms. If you or the site owner make no application to a tribunal within six months of the date on which 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 both parties agree.

### **Unfair terms**

**11.** If you consider that any of the express terms of the agreement (as set out in Part 3 of this statement) are unfair, you can, in accordance with the provisions of the Unfair Terms in Consumer Contracts Regulations 1999<sup>(1)</sup> complain to the Competition and Markets Authority or any qualifying body under those Regulations.

### **Disputes**

**12.** If you have a disagreement with your site owner about rights or obligations under your agreement, or Part 4 of the 2013 Act more generally, and you are unable to resolve the matter between yourselves, you can refer the matter to a Residential Property Tribunal. Sometimes there is a time limit for doing so. More information on applications to the tribunal can be found at <http://rpt.wales.gov.uk> or from your local Residential Property Tribunal Office.

**13.** Your site owner can only terminate your agreement on the grounds specified in the implied terms. You cannot be evicted from the site without an order from the court. If you are notified of termination proceedings and you wish to take legal advice, you should do so promptly.

### **Arbitration**

**14.** You can agree in writing with your site owner to refer a particular dispute to arbitration.

**15.** If the agreement to go to arbitration was made before the dispute arose, Part 4 of the 2013 Act provides that such a term will have no effect. Instead such disputes may only be determined by a Residential Property Tribunal.

<sup>(1)</sup> S.I 1999/2083. Schedule 1 to the Regulations contains a list of qualifying bodies

**PART 2**

Particulars of the Agreement

1. The Mobile Homes (Wales) Act 2013 will apply to the agreement.

**Parties to the agreement**

2. Parties to the agreement will be:

.....  
*(insert name and address of mobile home occupier(s))*

.....  
*(insert name and address of site owner(s))*

**Start date**

3. The agreement will begin on:

.....  
*(insert date)*

**Particulars of the pitch**

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

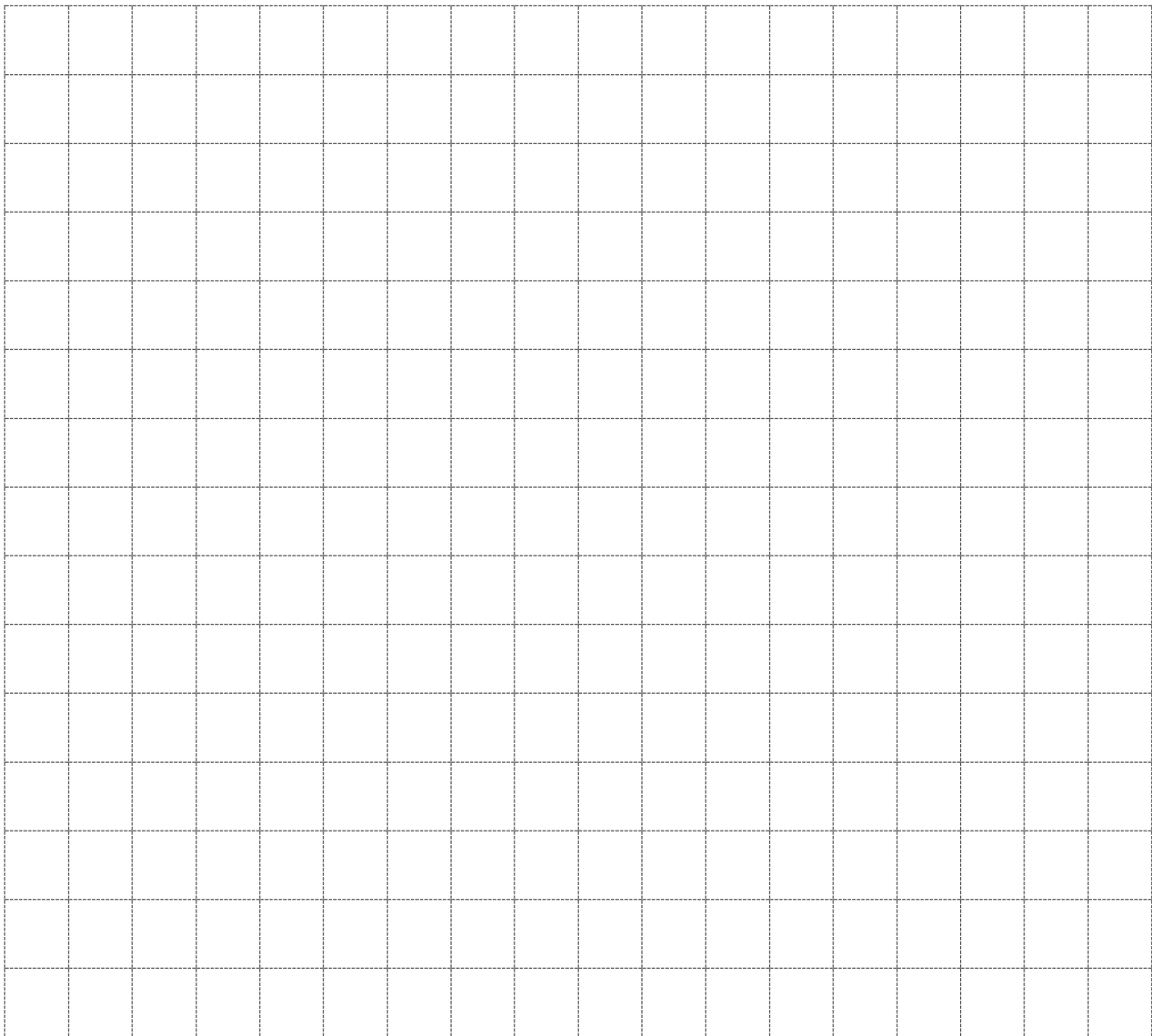
.....  
.....  
.....

**Plan**

5. A plan showing –

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

is either detailed below or attached to this statement.



**Site owner’s interest**

6. The site owner’s estate or interest in the land will end on .....  
*(If this statement applies insert date)*

Or

The site owner’s planning permission for the site will end on .....  
*(If this statement applies insert date)*

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

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

**Pitch fee**

7. The pitch fee will be payable from  
.....*(insert date)*

The pitch fee will be payable  
weekly/monthly/quarterly/annually in advance on  
....day each week(*where payable weekly*) or  
the ..... day of each month (*where payable monthly*) or  
on the following dates ..... (*where payable quarterly*) or  
on the ..... (*where payable annually*)  
*(insert the details where relevant and cross out all the words which do not apply)*

The pitch fee is  
£.....*(insert amount)*

The following services are included in the pitch fee:

- Water
- Sewerage
- .....
- .....

*(Cross out the services which are not included and add any others which are included in the pitch fee)*

**Review of pitch fee**

8. The pitch fee will be reviewed on:  
..... (insert date)

This date is the review date.  
(Cross out this paragraph if not applicable)

**Additional charges**

9. An additional charge will be made for the following matters:  
.....  
(List the matters for which an additional charge will be made)

**Details of the mobile home**

**10. Details of the Mobile Home**

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



## Annex to Part 2

### SCHEDULE 2 TERMS OF MOBILE HOME AGREEMENTS

#### PART 1 TERMS IMPLIED BY THE ACT CHAPTER 1 APPLICATION

This Annex sets out the implied terms which automatically apply to the agreement.

#### Definitions used in this Annex

1 In this Part - –

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

“review date”, in relation to an agreement, 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;

“written statement” means the written statement that the owner of the protected site is required to give to the occupier of the mobile home by section 49(1) of the 2013 Act.

#### CHAPTER 2 AGREEMENTS RELATING TO PITCHES EXCEPT THOSE ON LOCAL AUTHORITY GYPSY AND TRAVELLER SITES

#### IMPLIED TERMS

##### Duration of agreement

- 2 Subject to paragraph 3, the right to station the mobile home on land forming part of the protected site subsists until the agreement is determined under paragraph 4, 5, 6 or 7.
- 3 (1) If the owner’s estate or interest is insufficient to enable the owner to grant the right for an indefinite period, the period for which the right subsists does 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 does 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 is to be taken of that change.

##### Termination

- 4 The occupier is entitled to terminate the agreement by notice in writing given to the owner not less than 4 weeks before the date on which it is to take effect.
- 5 The owner is entitled to terminate the agreement immediately if, on the application of the owner, the appropriate judicial body—
- (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.

- 6 The owner is entitled to terminate the agreement immediately if, on the application of the owner, the appropriate judicial body—
- (a) is satisfied that the occupier is not occupying the mobile home as the occupier's only or main residence, and
  - (b) considers it reasonable for the agreement to be terminated.
- 7 (1) The owner is entitled to terminate the agreement immediately if—
- (a) on the application of the owner, a tribunal 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.
- (2) Sub-paragraphs (3) and (4) apply if, on an application to the tribunal under subparagraph (1)(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.
- (3) 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.
- (4) If the tribunal makes an interim order under sub-paragraph (3), it must not make a determination under sub-paragraph (1)(a) unless it is satisfied that the specified period has expired without the repairs having been carried out.

#### **Recovery of overpayments by occupier**

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

#### **Sale of mobile home**

- 9 (1) 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 (the "new occupier") without the approval of the owner.
- (2) In this paragraph and paragraphs 10, 12 and 13, "new agreement" means an agreement—
- (a) which was made after the commencement of this paragraph, or
  - (b) which was made before, but which has been assigned after, that commencement.
- (3) The new occupier must, as soon as reasonably practicable, notify the owner of the completion of the sale and assignment of the agreement.
- (4) 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 Welsh Ministers.
- (5) Except to the extent mentioned in sub-paragraph (4), 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.
- (6) The Welsh Ministers 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, or
  - (b) the payment of commission by virtue of sub-paragraph (4).

- 10 (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 Welsh Ministers.
- (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 Welsh Ministers; 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 Welsh Ministers.
- (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 Welsh Ministers 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, and
  - (b) the payment of commission by virtue of sub-paragraph (8).
- 11 (1) This paragraph applies where the occupier proposes to sell the mobile home, and assign the agreement, pursuant to paragraph 9 or 10.
- (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 Welsh Ministers, and
  - (b) such other information as may be prescribed in the regulations, in the form prescribed in them.
- (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 (but are not limited to)—
- (a) a copy of the agreement,

- (b) a copy of the site rules (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 9, information about the requirement imposed by virtue of sub-paragraph (3) of that paragraph,
  - (f) details of the commission which would be payable by the proposed occupier by virtue of paragraph 9(4) or 10(8),
  - (g) information about such requirements as are prescribed in regulations under paragraph 9(6) or 10(10).
- (5) Documents or other information required to be provided under this paragraph may be 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 the same manner as any other claim in tort for breach of statutory duty.

### **Gift of mobile home**

- 12 (1) Where the agreement is a new agreement, 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 (the "new occupier") without the approval of the owner.
- (2) The relevant evidence is—
- (a) evidence, or evidence of a description, prescribed in regulations made by the Welsh Ministers 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.
- (3) The new occupier must, as soon as reasonably practicable, notify the owner of the receipt of the mobile home and assignment of the agreement.
- (4) 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).
- (5) The Welsh Ministers 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 (1).
- 13 (1) Where the agreement is not a new agreement, the occupier is entitled to give the mobile home, and assign the agreement, to a member of the occupier's family (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 under paragraph 12(2), and

- (b) such other information as may be prescribed in regulations made by the Welsh Ministers.
- (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 Welsh Ministers; 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 Welsh Ministers 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).

### **Re-siting of mobile home**

- 14 (1) The owner is 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—
- (a) on the application of the owner, a tribunal 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 either—
    - (i) on an application by the owner a tribunal is satisfied of that need and that the other pitch is broadly comparable to the occupier's original pitch, or
    - (ii) the urgency of the need means that it is impracticable to make an application before the mobile home is re-sited.
- (2) In a case where sub-paragraph (ii) of paragraph (b) of sub-paragraph (1) applies, the owner must immediately make an application to a tribunal and if the tribunal is not satisfied as mentioned in sub-paragraph (i) of that paragraph the owner must immediately secure that the mobile home is returned to the original pitch.
- (3) If the owner requires the occupier to station the mobile home on the other pitch so that the owner can replace, or carry out repairs to, the base on which the mobile home is stationed, the owner must, if the occupier requires the owner to do so or a tribunal on the application of the occupier orders the owner to do so, secure that the mobile home is returned to the original pitch on the completion of the replacement or repairs.
- (4) The owner must pay all the costs and expenses incurred by the occupier in connection with the mobile home being moved to and from the other pitch.
- (5) In this paragraph and paragraph 16 "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**

- 15 The occupier is entitled to quiet enjoyment of the mobile home together with the pitch during the continuance of the agreement, subject to paragraphs 14 and 16.

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

- 16 (1) The owner may enter the pitch without prior notice between the hours of 9 am and 6 pm—
- (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.
- (2) 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.



- (3) Unless the occupier has agreed otherwise, the owner may enter the pitch for a reason other than one specified in sub-paragraph (1) or (2) only if the owner has given the occupier at least 14 clear days' written notice of the date, time and reason for the visit.
- (4) The rights conferred by this paragraph do not extend to the mobile home.

### **The pitch fee**

- 17 (1) The pitch fee can only be changed in accordance with this paragraph, either—
  - (a) with the agreement of the occupier, or
  - (b) if a tribunal, 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.
- (2) The pitch fee must be reviewed annually as at the review date.
- (3) At least 28 clear days before the review date the owner must serve on the occupier a written notice setting out proposals in respect of the new pitch fee.
- (4) A notice under sub-paragraph (3) which proposes an increase in the pitch fee is of no effect unless it is accompanied by a document which complies with paragraph 23.
- (5) If the occupier agrees to the proposed new pitch fee, it is payable as from the review date.
- (6) If the occupier does not agree to the proposed new pitch fee—
  - (a) the owner or the occupier may apply to a tribunal for an order under sub-paragraph (1)(b) determining the amount of the new pitch fee,
  - (b) the occupier must 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 tribunal under sub-paragraph (1)(b), and
  - (c) the new pitch fee is payable as from the review date but the occupier is not to be regarded 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 tribunal's order determining the amount of the new pitch fee.
- (7) An application under sub-paragraph (6)(a) may be made at any time after the end of the period of 28 days beginning with the review date but no later than 3 months after the review date.
- (8) Sub-paragraphs (9) to (12) apply if the owner—
  - (a) has not served the notice required by sub-paragraph (3) by the time by which it was required to be served, but
  - (b) at any time afterwards serves on the occupier a written notice setting out proposals in respect of a new pitch fee.
- (9) A notice under sub-paragraph (8)(b) which proposes an increase in the pitch fee is of no effect unless it is accompanied by a document which complies with paragraph 23.
- (10) If (at any time) the occupier agrees to the proposed pitch fee, it is payable as from the 28th day after the date on which the owner serves the notice under sub-paragraph (8)(b).
- (11) If the occupier has not agreed to the proposed pitch fee—
  - (a) the owner or the occupier may apply to a tribunal for an order under sub-paragraph (1)(b) determining the amount of the new pitch fee,
  - (b) the occupier must 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 a tribunal under sub-paragraph (1)(b), and
  - (c) if the tribunal makes such an order, the new pitch fee is payable as from the 28th day after the date on which the owner serves the notice under sub-paragraph (8)(b).
- (12) An application under sub-paragraph (11) may be made at any time after the end of the period of 56 days beginning with date on which the owner serves the notice under sub-paragraph (8)(b) but no later than 4 months after the date on which the owner serves that notice.
- (13) A tribunal may permit an application under sub-paragraph (6)(a) or (11)(a) to be made to it outside the time limit specified in sub-paragraph (7) (in the case of an application under sub-paragraph (6)(a)) or in sub-paragraph (12) (in the case of an application under sub-paragraph (11)(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.
- (14) The occupier is not to be treated as being in arrears—

- (a) where sub-paragraph (10) applies, until the 28th day after the date on which the new pitch fee is agreed, or
  - (b) where sub-paragraph (11)(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 tribunal's order determining the amount of the new pitch fee.
- (15) Sub-paragraph (16) applies if a tribunal, on the application of the occupier, is satisfied that—
- (a) a notice under sub-paragraph (3) or (8)(b) was of no effect as a result of sub-paragraph (4) or (9), but
  - (b) the occupier nonetheless paid the owner the pitch fee proposed in the notice.
- (16) 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 is to 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(1)(e) and (f), and
    - (iii) to which a majority of the occupiers have not disagreed in writing or which, in the case of such disagreement, a tribunal, on the application of the owner, has ordered should be taken into account when determining the amount of the new pitch fee,
  - (b) 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 sub-paragraph came into force (in so far as regard has not previously been had to that deterioration or decrease for the purposes of this sub-paragraph),
  - (c) 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 sub-paragraph came into force (in so far as regard has not previously been had to that reduction or deterioration for the purposes of this sub-paragraph), and
  - (d) 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.
- (2) But no regard is to 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 complying with provisions contained in this Part which were not contained in the Mobile Homes Act 1983 in its application in relation to Wales before the coming into force of this Part.
- (3) 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 1 occupier and, in the event of there being more than 1 occupier of a mobile home, its occupier is to be taken to be whichever of them the occupiers agree or, in default of agreement, the one whose name appears first on the agreement.
- (4) 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 are not to be taken into account.
- (2) When determining the amount of the new pitch fee, no regard may be had to—
- (a) any costs incurred by the owner in relation to the conduct of proceedings under this Part or the agreement,
  - (b) any fee required to be paid by the owner by virtue of section 6 or 13, or
  - (c) any costs incurred by the owner in connection with—
    - (i) any action taken by a local authority under sections 15 to 25, or
    - (ii) the owner being convicted of an offence under section 18.

- 20 (1) Unless it would be unreasonable having regard to paragraph 18(1), there is a presumption that the pitch fee is to increase or decrease by a percentage which is no more than any percentage increase or decrease in the consumer 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.
- (2) In sub-paragraph (1) “the latest index”—
- (a) in a case where the owner serves a notice under paragraph 17(3), means the last index published before the day on which that notice is served, and
  - (b) in a case where the owner serves a notice under paragraph 17(8)(b) means the last index published before the day by which the owner was required to serve a notice under paragraph 17(3).

### **Occupier’s obligations and owner’s corresponding obligations**

- 21 (1) 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—
    - (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 the owner with documentary evidence of any costs or expenses in respect of which the occupier seeks reimbursement.
- (2) The owner must not do or cause to be done anything—
- (a) which may adversely affect the ability of the occupier to perform the obligation under sub-paragraph (1)(c) or which may deter the occupier from making internal improvements to the mobile home or interfere with the occupier’s ability to do so, or
  - (b) which may adversely affect the ability of the occupier to perform the obligations under sub-paragraph (1)(d) or which may deter the occupier from making external improvements to the mobile home or interfere with the occupier’s ability to do so.
- (3) Sub-paragraph (2) does not authorise the occupier to carry out works to the mobile home which are prohibited by the terms of the agreement or by or under any enactment.
- (4) Where the terms of the agreement permit works to the mobile home to be carried out only with the permission of the owner, that permission must not be unreasonably withheld.

### **Owner’s other obligations**

- 22 (1) The owner must—
- (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 the 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) or (otherwise) occupiers of mobile homes stationed on the protected site, about all matters which relate to the operation and management of, improvements to, or any proposed change of use of, the protected site and may affect the occupiers either directly or indirectly.
- (2) For the purposes of sub-paragraph (1)(e), 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.
- (3) For the purposes of sub-paragraph (1)(f), to "consult" a qualifying residents' association or occupiers means—
- (a) to give the association or occupiers at least 28 clear days' notice in writing of the matters referred to in sub-paragraph (1)(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 or occupiers can make representations about the matters, and
  - (b) to take into account any representations made by the association or occupiers, in accordance with paragraph (a)(ii), before proceeding with the matters.

- 23 The document referred to in paragraph 17(4) and (9) must—
- (a) be in such form as the Welsh Ministers may by regulations prescribe,
  - (b) specify any percentage increase or decrease in the consumer prices index calculated in accordance with paragraph 20,
  - (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(1)(c) to (e) and the owner's obligations in paragraph 22(1)(c) and (d), and
  - (f) refer to the owner's obligations in paragraph 22(1)(e) and (f) (as glossed by paragraph 22(2) and (3)).

### **Owner's name and address**

- 24 (1) The owner must 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 the owner 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)) any amount otherwise due from the occupier to the owner in respect of the pitch fee is to be treated for all purposes as not being due from the occupier to the owner at any time before the owner complies with sub-paragraph (1).
- (3) Where in accordance with the agreement the owner gives any written notice to the occupier or 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), 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),

the notice is to be treated as not having been given until such time as the owner gives the information to the occupier or qualifying residents' association in respect of the notice.

- (5) An amount or notice within sub-paragraph (2) or (4) is not to 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 25(1) applies.

- 25 (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), 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 sub-paragraph (1),

the amount demanded is to 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 is not to be treated as not being due 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.

## PART 3

### Express terms of the agreement

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

#### Right to station mobile home

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

#### Site owner's obligations

2. The site owner agrees with you as follows:

**(a)** The site owner must insure the site with an organisation that is registered with the Financial Conduct Authority against loss or damage by fire and liabilities to other people and property. The site owner must produce a copy of the insurance policy to you together with any evidence that you may reasonably request as proof of insurance upon request.

**(b)** The site owner must display a copy of the current site licence on the site notice board. A copy of the current site licence is also available on request from the site owner or from the local authority.

**(c)** The site owner must do everything they can reasonably do to provide and keep the services available to the pitch. However the site owner will not be responsible for any temporary failure or lack of facilities and services if this is caused by something outside their control.

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

#### Your obligations

3. You agree with the site owner as follows:

**(a)** You must not permit a greater number of persons to live in or occupy the mobile home than the maximum number of people mentioned in paragraph 10 of Part 2 of this agreement.

**(b)** You must not use the mobile home, the pitch or the site (or any part of the site) for any business purposes.

**(c)** The mobile home must not be hired and accommodation must not be rented to paying guests.

**(d)** You must ensure that:

**(i)** the mobile home at all times complies with the statutory definition of a "mobile home" set out in the Mobile Homes (Wales) Act 2013 (or any definition that may subsequently amend or supersede it) and

**(ii)** the mobile home is maintained at all times in a condition whereby it is capable of being moved from one pitch on the site to another.

**(e)** You must not, without the prior written consent of the site owner (which must not unreasonably be withheld) carry out any of the following:

- (i)** building works to the mobile home or the base or the pitch except any repairs or maintenance carried out by you in accordance with clauses 21(1)(c) and/or 21(1)(d) of the Implied Terms set out in the Annex to Part 2 of this agreement;
- (ii)** the erection of any porches, sheds, garages, outbuildings, fences or other structures;
- (iii)** paving or hard landscaping, including the formation of a pond;
- (iv)** planting, felling, lopping, topping or pruning of any trees; or
- (v)** the erection of any pole, mast, wire, dish or communications receiving equipment.

In considering any request for consent to carry out any such works, the site owner shall have regard to all the circumstances, including the weight of any proposed works and their likely effect (if any) on the mobile home, the pitch, the base on which the mobile home is stationed, and the amenity of the site.

**(f)** You must not do, or allow to be done, anything which might breach any of the conditions of the site owner's site licence. A copy of the current site licence is attached to this agreement.

**(g)** You must comply with any enactments, orders, regulations and bye-laws which relate to the site or the mobile home (for example, issued by the local authority, county council, Environment Agency, Welsh Government or Parliament).

**(h)** You must comply with the park rules. A copy of the current park rules is attached to this Written Statement.

**(i)** You must not do, or allow to be done, anything which may:

- (i)** be or become a nuisance to or cause annoyance, inconvenience or disturbance to, the site owner or anyone else who lives on or uses the site;
- (ii)** cause damage to any property belonging to the site owner or anyone else, or;
- (iii)** be a criminal offence on the site.

**(j)** If you, or anyone acting for you, receives a notice from any local authority or statutory body which is likely to affect the site owner or the site or any other resident on the site, you must send the site owner a copy of the notice immediately. You must also take reasonable steps to comply with the requirements of the notice insofar as they are applicable to you.

**(k)** Within 28 days of the agreement coming to an end (however this may occur), you must arrange the removal of the mobile home from the pitch and the site and leave the pitch clean and tidy and any bushes, trees and shrubs undamaged. The mobile home must be removed by a competent experienced contractor.

**(l)** You must insure and keep the mobile home insured with an organisation that is registered with the Financial Conduct Authority against loss or damage by fire and liabilities to other people and property. You must produce a copy of the insurance policy to the site owner upon request together with any evidence that the site owner may reasonably request as proof of insurance.

**(m)** You must, at your own expense:

- (i) carry out all works in respect of the mobile home, including all fences and outbuildings belonging to or enjoyed with the mobile home, which are required in order to comply with the requirements of any statute, government department, local authority or appropriate judicial body;
- (ii) keep any footpaths, handrails and steps on the pitch in a good and safe state of repair and condition.

**(n)** If you fail to pay the agreed pitch fee or any other sum due under this agreement within 28 days of the date due, you must pay to the site owner interest on the outstanding sum from the date when it fell due to the date on which it is paid. Interest shall be charged at 4% per annum over base rate from time to time of a London clearing bank.

## **Communications**

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

## **Meaning of expressions used in the express terms and interpretation**

5. In the agreement and this Written Statement (in addition to the definitions set out in paragraph 1 of the Annex to Part 2 of this agreement), the following definitions apply:

- (i) **“the mobile home”** means the mobile home described in the Part 2 of this agreement
- (ii) **“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;
- (iii) **“the site”** means “the protected site” referred to in Part 2 of this agreement.

**Occupier**

Signed (*Occupier*):

Name:

Date:

**Witness**

Signed (*Witness*):

Name:

Address of Witness:

Date:

**Site Owner**

**EITHER** Signed (*Site owner*)

Signed (*Site owner*):

Name:

Date:

**OR** Signed (*Authorised signatory for site owner*)

Signed on behalf of:

*(Name of company)*

Signed (*Authorised signatory*):

Capacity:

**Director/Company Secretary**

*(cross out the words which do not apply)*

Name:

Date:

**Witness**

Signed (*Witness*):

Name:

Address of Witness:

Date:

*Published by British Holiday & Home Parks Association 1 September 2014*