

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 by occupier

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 right to use such communal and recreational facilities as may be provided upon the park for himself 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 costs and expenses incurred in consequence of the requirement shall be paid by the owner.

Occupier's undertakings:

To pay pitch fee

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

(a) To pay to the owner an annual pitch fee of ___ subject to review hereinafter provided by equal payments in advance on the Thursday of each ___ week

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 homes

(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 therefor clean and tidy provided always that is the occupier fails to comply with the terms of this clause than 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 sheds outbuildings and gardens 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 of site licence or other regulations

(h) Not to do or cause to be done anything upon any part of the park which would constitute a breach of any of the conditions of any site licence applicable from time to time to the park and to comply with any 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

Not to cause nuisance

(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:-

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

(ii) render any increased or extra premium payable for the owner's 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, sheds 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

(u) To observe the mobile home park rules (a copy of which is annexed hereto)

Owner's undertakings

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 the 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 service 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 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 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 1st day of January 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 hereinbefore 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 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

10. In Part IV of the written statement the "park" shall mean the "protected site"

The owner shall be entitled to terminate the agreement forthwith if on the application if 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 age and 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.

Recovery of overpayments by the 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

(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 as may be specified by an order made by the Secretary of State.

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

Gift of mobile home

9. The occupier shall be entitled to give the mobile home, and to assign the agreement to a member of his family

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.