

GOSPORT BOROUGH COUNCIL

STOKES BAY HOME PARK

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 A PROTECTED SITE AND TELLS YOU ABOUT THE RIGHTS 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).

DATED the day of 20

PART 1 – INFORMATION ABOUT YOUR RIGHTS

The Mobile Homes Act 1983

1. You will be entering into an agreement with a site owner which will entitle you to keep your mobile home on the site owner's land and live in it as your home. You will automatically be protected and given certain rights under the Mobile Homes Act 1983 ("the 1983 Act"). These rights affect in particular your security of tenure, the sale of your home and the review of the pitch fee.

Implied terms

2. Part 1 of Schedule 1 to the 1983 Act contains sets of implied terms (Chapter 2 applies in relation to all pitches except those on local authority and county council 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 permanent pitches on local authority and county council Gypsy and Traveller sites) one set of which will apply automatically to your agreement and cannot be overridden so long as your agreement continues to be one to which the 1983 Act applies. Part 3 of Schedule 1 to the 1983 Act, if applicable, sets out provisions which supplement the implied terms. 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.
- 3A. 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 2C of the 1983 Act.

Additional terms

4. There are additional terms set out in Part 2 of Schedule 1 to the 1983 Act which you can ask 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 for a transit pitch on a local authority or county council Gypsy and Traveller site. They also do not apply to site rules which form part of the express terms of your agreement.

5. If you enter into this 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.
6. 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.
7. The site owner can also go to a residential property tribunal to ask for the agreement to be changed in these two ways.
8. The residential property tribunal must make an order on terms if considers just and equitable in the circumstances.

Six months time limit for challenging the terms

The following paragraphs do not apply to an agreement for a transit pitch on a local authority or county council Gypsy and Traveller site. They also do not apply to site rules which form part of the express terms of your agreement.

9. 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

10. 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 complain to the Office of Fair Trading or any qualifying body under those Regulations.

Disputes

11. If you have a disagreement with your site owner about rights or obligations under your agreement, of the 1983 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 www.rpts.gov.uk or from your local Residential Property Tribunal Office.
12. 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

13. You can agree in writing with your site owner to refer a particular dispute to arbitration.
14. If the agreement to go to arbitration was made before the dispute arose the 1983 Act provides that such a term will have no effect. Instead such disputes may only be determined by a Residential Property Tribunal.

PART 2 – PARTICULARS OF THE AGREEMENT

1. The Mobile Homes Act 1983 will apply to this agreement.

2. The parties to the agreement are:-

GOSPORT BOROUGH COUNCIL of Town Hall, High Street, Gosport, Hampshire,
PO12 1EB (the site owner, referred to in this agreement as “the Council”)

and

<NAME and address of mobile home occupier> (“the Occupier”)

3. The land upon which you are entitled to station your mobile home is Pitch <> Stokes Bay Home Park, Stokes Bay Road Gosport as shown edged red on the plan attached hereto together with the boundary marked “T” on the said plan and any structure erected thereon (“the Pitch”).

4. The particulars of the mobile home which you are entitled to station on the Pitch are:

Make: < >

Size: < >m x < >m

5. Pitch fee

The pitch fee will be payable from the date of this agreement.

The pitch fee will be payable weekly.

The pitch fee is £< > and is made up as follows:

Site rent	£< >
Water Rates	£< >
TOTAL	£< >

6. Review of pitch fee

The pitch fee shall be reviewed annually in accordance with the provisions of paragraphs 15–19 in the Annex to Part 2 below.

ANNEX TO PART 2 – IMPLIED TERMS

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

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 paragraphs 3, 4, 5 or 5A below.
2.
 - (1) If the Council's estate or interest is insufficient to enable it to grant the right for an indefinite period, the period for which the right subsists shall not extend beyond the date when the Council'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 Council not less than four weeks before the date on which it is to take effect.

Termination by the Council

4. The Council shall be entitled to terminate the agreement forthwith, if, on the application of the Council, 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.

5. The Council shall be entitled to terminate the agreement forthwith if, on the application of the Council, the appropriate judicial body:-
- (a) is satisfied that the Occupier is not occupying the mobile home as his only or main residence; and
 - (b) considers it reasonable for the agreement to be terminated.
- 5A. (1) This paragraph applies in relation to a protected site in England.
- (2) The Council is entitled to terminate the agreement forthwith if:-
- (a) on the application of the Council, 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 Council, the appropriate judicial body, having regard to the tribunal's determination and to any other circumstances, considers it reasonable for the agreement to be terminated.
- (3) Sub-paragraphs (4) and (5) apply if, on an application to the tribunal under sub-paragraph (2)(a):-
- (a) The tribunal considers that, having regard to the present condition of the mobile home, it is having a detrimental effect on the amenity of the site, but
 - (b) It also considers that it would be reasonably practicable for particular repairs to be carried out on the mobile home that would result in the mobile home not having that detrimental effect, and
 - (c) The Occupier indicates to the tribunal that the occupier intends to carry out those repairs.
- (4) In such a case, the tribunal may make an interim order
- (a) Specifying the repairs that must be carried out and the time within which they must be carried out; and
 - (b) Adjourning the proceedings on the application for such period specified in the interim order as the tribunal considers reasonable to enable the repairs to be carried out.

- (5) If the tribunal makes an interim order under sub-paragraph (4), it must not make a determination under sub-paragraph (2)(a) unless it is satisfied that the specified period has expired without the repairs having been carried out.

Recovery of overpayments by Occupier

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

Sale of Mobile Home

7A.

- (1) This paragraph and paragraph 7B apply in relation to apply in relation to a protected site in England.
- (2) Where the agreement is a new agreement, the Occupier is entitled to sell the mobile home and to assign the agreement to the person to whom the mobile home is sold (referred to in this paragraph as the “new occupier”) without the approval of the Council.
- (3) In this paragraph and paragraph 7B, “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.
- (4) The new occupier must, as soon as reasonably practicable, notify the Council of the completion of the sale and assignment of the agreement.
- (5) The new occupier is required to pay the Council a commission on the sale of the mobile home at a rate not exceeding such rate as may be prescribed by regulations made by the Secretary of State.
- (6) Except to the extent mentioned in sub-paragraph (5), the Council may not require any payment to be made (whether to the Council or otherwise) in connection with the sale of the mobile home and the assignment of the agreement to the new occupier.
- (7) The Secretary of State may by regulations prescribe procedural requirements to be complied with by the Council, the Occupier or the new occupier in connection with—

- (a) the sale of the mobile home and assignment of the agreement;
- (b) the payment of commission by virtue of sub-paragraph (5).

The maximum rate of commission is presently fixed at 10% by the Mobile Homes (Commissions) Order 1983 (SI 1983/748).

7B.

- (1) Where the agreement is not a new agreement, the Occupier is entitled to sell the mobile home and assign the agreement without the approval of the Council if—
 - (a) the Occupier serves on the Council 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 Council received the notice of proposed sale (“the 21-day period”), the Occupier does not receive a notice from the Council that the Council 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 Council applies to a tribunal for a refusal order, and
 - (ii) the Occupier receives a notice of the application from the Council, and
 - (b) the tribunal rejects the application.
- (4) If the Council 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 Council within that period—
 - (a) the application is to be treated as not having been made, and
 - (b) the first condition is accordingly to be treated as satisfied.
- (5) A notice of proposed sale must include such information as may be prescribed in regulations made by the Secretary of State.
- (6) A notice of proposed sale or notice of an application for a refusal order—

- (a) must be in writing, and
- (b) may be served by post.

- (7) An application for a refusal order may be made only on one or more of the grounds prescribed in regulations made by the Secretary of State; and a notice of an application for a refusal order must specify the ground or grounds on which the application is made.
- (8) The person to whom the mobile home is sold (“the new occupier”) is required to pay the Council a commission on the sale of the mobile home at a rate not exceeding such rate as may be prescribed by regulations made by the Secretary of State.
- (9) Except to the extent mentioned in sub-paragraph (8), the Council may not require any payment to be made (whether to the Council or otherwise) in connection with the sale of the mobile home and the assignment of the agreement.
- (10) The Secretary of State may by regulations prescribe procedural requirements to be complied with by the Council, the Occupier, a proposed occupier or the new occupier in connection with—
 - (a) the sale of the mobile home and assignment of the agreement;
 - (b) the payment of commission by virtue of sub-paragraph (8).

7C

- (1) Regulations under paragraph 7A or 7B must be made by statutory instrument and may—
 - (a) make different provision for different cases or descriptions of case, including different provision for different areas or for sales at different prices;
 - (b) contain incidental, supplementary, transitional or saving provisions.
- (2) Regulations under paragraph 7A or 7B are subject to annulment in pursuance of a resolution of either House of Parliament.

Gift of Mobile Home

8A

- (1) This paragraph and paragraph 8B apply in relation to a protected site in England.

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

8B

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

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

9

- (1) This paragraph applies to an agreement which relates to a pitch other than a pitch on—
 - (a) a local authority gypsy and traveller site; or
 - (b) a registered social landlord gypsy and traveller site.
- (2) Subject to sub-paragraph (5), the occupier is entitled to gift the mobile home, and to assign the agreement, to a member of the occupier's family (the "new occupier") without the approval of the owner.
- (3) The occupier must, if requested by the owner, give the owner such evidence as the owner, acting reasonably, may require to confirm that the new occupier is a member of the occupier's family.
- (4) The new occupier must, as soon as practicable, notify the owner of the new occupier's acceptance of the gift of the mobile home and assignment of the agreement.
- (5) Neither the gift nor the assignment are to have any effect until the owner has received the evidence mentioned in sub-paragraph (3) and the notification required in sub-paragraph (4).
- (6) The owner may not require any payment to be made (whether to the owner or otherwise) in connection with the gift of the mobile home, and the assignment of the agreement.

Re-siting of Mobile Home

10.

- (1) The Council shall be entitled to require that the Occupier's right to station the mobile home is exercisable for any period in relation to another pitch forming part of the protected site ("the other pitch") if (and only if) -

- (a) on the application of the Council, the appropriate judicial body is satisfied that the other pitch is broadly comparable to the Occupier's original pitch and that it is reasonable for the mobile home to be stationed on the other pitch for that period; or
 - (b) the Council needs to carry out essential repair or emergency works that can only be carried out if the mobile home is moved to the other pitch for that period, and the other pitch is broadly comparable to the Occupier's original pitch.
- (2) If the Council requires the Occupier to station the mobile home on the other pitch so that it can replace, or carry out repairs to, the base on which the mobile home is stationed, it must if the Occupier so requires, or the appropriate judicial body on the application of the Occupier so orders, secure that the mobile home is returned to the original pitch on the completion of the replacement or repairs.
- (3) The Council shall pay all the costs and expenses incurred by the Occupier in connection with his mobile home being moved to and from the other pitch.
- (4) In this paragraph and in paragraph 13 below, "essential repair or emergency work" means –
- (a) repairs to the base on which the mobile home is stationed;
 - (b) works or repairs needed to comply with any relevant legal requirements; or
 - (c) works or repairs in connection with restoration following flood, landslide or other natural disaster.

Quiet enjoyment of the Mobile Home

11. The Occupier shall be entitled to quiet enjoyment of the mobile home together with the pitch during the continuance of the agreement, subject to paragraphs 12-15 below.

Council's right of entry to the pitch

12. The Council may enter the Pitch without prior notice between the hours of 9am and 6pm
- (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 Council.
- 13. The Council may enter the Pitch to carry out essential repair or emergency work on giving as much notice to the Occupier (whether in writing or otherwise) as is reasonably practicable in the circumstances.
- 14. Unless the Occupier has agreed otherwise, the Council may enter the Pitch for a reason other than one specified in paragraph 12 or 13 only if he has given the Occupier at least 14 clear days' written notice of the date, time and reason for its visit.
- 15. The rights conferred by paragraphs 12 -14 above do not extend to the mobile home.

The pitch fee

- 16. The pitch fee can only be changed in accordance with paragraph 17, either –
 - (a) with the agreement of the Occupier, or
 - (b) if the appropriate judicial body, on the application of the Council or the Occupier, considers it reasonable for the pitch fee to be changed and makes an order determining the amount of the new pitch fee.
- 17.
 - (1) The pitch fee shall be reviewed annually as at the review date.
 - (2) At least 28 clear days before the review date the owner shall serve on the occupier a written notice setting out his proposals in respect of the new pitch fee.
 - (2A) In the case of a protected site in England, a notice under sub-paragraph (2) which proposes an increase in the pitch fee is of no effect unless it is accompanied by a document which complies with paragraph 25A.
 - (3) If the Occupier agrees to the proposed new pitch fee, it shall be payable as from the review date.
 - (4) If the Occupier does not agree to the proposed new pitch fee—
 - a. the Council or (in the case of a protected site in England) the Occupier may apply to the appropriate judicial body for an order under paragraph 16(b) determining the amount of the new pitch fee;

- b. the Occupier shall continue to pay the current pitch fee to the Council until such time as the new pitch fee is agreed by the Occupier or an order determining the amount of the new pitch fee is made by the appropriate judicial body under paragraph 15(b); and
 - c. the new pitch fee shall be payable as from the review date but the Occupier shall not be treated as being in arrears until the 28th day after the date on which the new pitch fee is agreed or, as the case may be, the 28th day after the date of the appropriate judicial body's order determining the amount of the new pitch fee.
- (5) An application under sub-paragraph (4)(a) may be made at any time after the end of the period of 28 days beginning with the review date but, in the case of an application in relation to a protected site in England, no later than three months after the review date.
- (6) Sub-paragraphs (7) to (10) apply if the Council—
 - (a) has not served the notice required by sub-paragraph (2) by the time by which it was required to be served, but
 - (b) at any time thereafter serves on the Occupier a written notice setting out his proposals in respect of a new pitch fee.
- (6A) In the case of a protected site in England, a notice under sub-paragraph (6)(b) which proposes an increase in the pitch fee is of no effect unless it is accompanied by a document which complies with paragraph 25A.
- (7) If (at any time) the Occupier agrees to the proposed pitch fee, it shall be payable as from the 28th day after the date on which the Council serves the notice under sub-paragraph (6)(b).
- (8) If the Occupier has not agreed to the proposed pitch fee—
 - (a) the Council or (in the case of a protected site in England) the Occupier may apply to the appropriate judicial body for an order under paragraph 16(b) determining the amount of the new pitch fee;
 - (b) the Occupier shall continue to pay the current pitch fee to the Council until such time as the new pitch fee is agreed by the Occupier or an order determining the amount of the new pitch fee is made by the appropriate judicial body under paragraph 16(b); and

- (c) if the appropriate judicial body makes such an order, the new pitch fee shall be payable as from the 28th day after the date on which the Council serves the notice under sub-paragraph (6)(b).
- (9) An application under sub-paragraph (8) may be made at any time after the end of the period of 56 days beginning with date on which the Council serves the notice under sub-paragraph (6)(b) but, in the case of an application in relation to a protected site in England, no later than four months after the date on which the Council serves that notice.
- (9A) A tribunal may permit an application under sub-paragraph (4)(a) or (8)(a) in relation to a protected site in England to be made to it outside the time limit specified in sub-paragraph (5) (in the case of an application under sub-paragraph (4)(a)) or in sub-paragraph (9) (in the case of an application under sub-paragraph (8)(a)) if it is satisfied that, in all the circumstances, there are good reasons for the failure to apply within the applicable time limit and for any delay since then in applying for permission to make the application out of time.
- (10) The Occupier shall not be treated as being in arrears—
 - (a) where sub-paragraph (7) applies, until the 28th day after the date on which the new pitch fee is agreed; or
 - (b) where sub-paragraph (8)(b) applies, until the 28th day after the date on which the new pitch fee is agreed or, as the case may be, the 28th day after the date of the appropriate judicial body's order determining the amount of the new pitch fee.
- (11) Sub-paragraph (12) applies if a tribunal, on the application of the Occupier of a pitch in England, is satisfied that—
 - (a) a notice under sub-paragraph (2) or (6)(b) was of no effect as a result of sub-paragraph (2A) or (6A), but
 - (b) the Occupier nonetheless paid the Council the pitch fee proposed in the notice.
- (12) The tribunal may order the Council 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 Council for the period in question, and
 - (b) the amount which the Occupier has paid the Council for that period.

18.

(1) When determining the amount of the new pitch fee particular regard shall be had to –

(a) any sums expended by the Council since the last review date on improvements—

(i) which are for the benefit of the occupiers of mobile homes on the protected site;

(ii) which were the subject of consultation in accordance with paragraph 22(e) and (f) below; and

(iii) to which a majority of the occupiers have not disagreed in writing or which, in the case of such disagreement, the appropriate judicial body, on the application of the Council, has ordered should be taken into account when determining the amount of the new pitch fee;

(aa) in the case of a protected site in England, any deterioration in the condition, and any decrease in the amenity, of the site or any adjoining land which is occupied or controlled by the Council since the date on which this paragraph came into force (in so far as regard has not previously been had to that deterioration or decrease for the purposes of this sub-paragraph);

(ab) in the case of a protected site in England, any reduction in the services that the Council supplies to the site, pitch or mobile home, and any deterioration in the quality of those services, since the date on which this paragraph came into force (in so far as regard has not previously been had to that reduction or deterioration for the purposes of this sub-paragraph); and

(ba) in the case of a protected site in England, any direct effect on the costs payable by the Council in relation to the maintenance or management of the site of an enactment which has come into force since the last review date.

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

(2) When calculating what constitutes a majority of the occupiers for the purposes of sub-paragraph (1)(b)(iii) each mobile home is to be taken to have only one occupier and, in the event of there being more than one occupier of a mobile home, its occupier is to be taken to be the occupier whose name first appears on the agreement.

- (3) In a case where the pitch fee has not been previously reviewed, references in this paragraph to the last review date are to be read as references to the date when the agreement commenced.

19

- (1) When determining the amount of the new pitch fee, any costs incurred by the Council in connection with expanding the protected site shall not be taken into account.
- (2) In the case of a protected site in England, when determining the amount of the new pitch fee, no regard may be had to any costs incurred by the Council in relation to the conduct of proceedings under the Act or this agreement.
- (3) In the case of a protected site in England, when determining the amount of the new pitch fee, no regard may be had to any fee required to be paid by the Council by virtue of—
- (a) section 8(1B) of the Caravan Sites and Control of Development Act 1960 (fee for application for site licence conditions to be altered);
 - (b) section 10(1A) of that Act (fee for application for consent to transfer site licence).
- (4) In the case of a protected site in England, when determining the amount of the new pitch fee, no regard may be had to any costs incurred by the Council in connection with—
- (a) any action taken by a local authority under sections 9A to 9I of the Caravan Sites and Control of Development Act 1960 (breach of licence condition, emergency action etc);
 - (b) the Council being convicted of an offence under section 9B of that Act (failure to comply with compliance notice).

20

- (1) There is a presumption that the pitch fee shall increase or decrease by a percentage which is no more than any percentage increase or decrease in the retail prices index since the last review date, unless this would be unreasonable having regard to paragraph 18(1) above.
- (A1) In the case of a protected site in England, unless this would be unreasonable having regard to paragraph 18(1), there is a presumption that the pitch fee shall increase or decrease by a percentage which is no more than any percentage increase or decrease in the retail prices index calculated by reference only to—

- (a) the latest index, and
 - (b) the index published for the month which was 12 months before that to which the latest index relates.
- (A2) In sub-paragraph (A1), “the latest index”—
- (a) in a case where the Council serves a notice under paragraph 17(2), means the last index published before the day on which that notice is served;
 - (b) in a case where the Council serves a notice under paragraph 17(6), means the last index published before the day by which the Council was required to serve a notice under paragraph 16(2).”, and
- (2) Paragraph 18(3) above applies for the purposes of this paragraph as it applies for the purposes of paragraph 18.

Occupier’s obligations

21. The Occupier shall -
- (a) pay the pitch fee to the Council;
 - (b) pay to the Council all sums due under the agreement in respect of gas, electricity, water, sewerage or other services supplied by the Council;
 - (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 Council, provide it with documentary evidence of any costs or expenses in respect of which the Occupier seeks reimbursement.

Council’s obligations

22. The Council shall –
- (a). if requested by the Occupier, and on payment by the Occupier of a charge of not more than £30, provide accurate written details of –

(i) the size of the pitch and the base on which the mobile home is stationed; and

(ii) the location of the pitch and the base within the protected site.

and such details must include measurements between identifiable fixed points on the protected site and the pitch and the base;

(b) if requested by the Occupier, provide (free of charge) documentary evidence in support and explanation of –

(i) any new pitch fee;

(ii) any charges for gas, electricity, water, sewerage or other services payable by the Occupier to the Council under the agreement; and

(iii) any other charges, costs or expenses payable by the Occupier to the Council 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 Council 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 Council wishes to be taken into account when determining the amount of any new pitch fee; and

(f) consult a qualifying residents' association, if there is one, about all matters which relate to the operation and management of, or improvements to, the protected site and may affect the Occupiers either directly or indirectly.

23. The Council shall not do or cause to be done anything which may adversely affect the ability of the Occupier to perform his obligations under paragraph 21(c) and (d) above.

24. For the purposes of paragraph 22(e) above, to “consult” the Occupier means –

- a. To give the Occupier at least 28 clear days' notice in writing of the proposed improvements which –
 - i. describes the proposed improvements and how they will benefit the Occupier in the long and short term;
 - ii. details how the pitch fee may be affected when it is next reviewed; and
 - iii. states when and where the Occupier can make representations about the proposed improvements; and
 - (b) to take into account any representations made by the Occupier about the proposed improvements, in accordance with paragraph (a)(iii), before undertaking them.
25. For the purposes of paragraph 22(f) above, to “consult” a qualifying residents’ association means –
- (a) to give the association at least 28 clear days’ notice in writing of the matters referred to in paragraph 23(f) which -
 - (i) describes the matters and how they may affect the Occupiers either directly or indirectly in the long and short term; and
 - (ii) states when and where the association can make representations about the matters; and
 - b. to take into account any representations made by the association, in accordance with paragraph (a)(ii) before proceeding with the matters.
- 25A.
- (1) The document referred to in paragraph 17(2A) and (6A) must—
 - (a) be in such form as the Secretary of State may by regulations prescribe,
 - (b) specify any percentage increase or decrease in the retail prices index calculated in accordance with paragraph 20(A1),
 - (c) explain the effect of paragraph 17,
 - (d) specify the matters to which the amount proposed for the new pitch fee is attributable,
 - (e) refer to the Occupier's obligations in paragraph 21(c) to (e) and the Council's obligations in paragraph 22(c) and (d), and
 - (f) refer to the Council's obligations in paragraph 22(e) and (f) (as glossed by paragraphs 23 and 25).

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

Council's name and address

26.

- (1) The Council shall by notice inform the Occupier and any qualifying residents' association of the address in England or Wales at which notices (including notices of proceedings) may be served on it by the Occupier or a qualifying residents' association.
- (2) If the Council fails to comply with sub-paragraph (1), then (subject to sub-paragraph (5) below) any amount otherwise due from the Occupier to the Council in respect of the pitch fee shall be treated for all purposes as not being due from the Occupier to the Council at any time before the Council does so comply.
- (3) Where in accordance with the agreement the Council gives any written notice to the Occupier or (as the case may be) a qualifying residents' association, the notice must contain the following information—
 - (a) the name and address of the Council; 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 Council.
- (4) Subject to sub-paragraph (5) below, where –
 - (a) the Occupier or a qualifying residents' association receives such a notice, but
 - (b) it does not contain the information required to be contained in it by virtue of sub-paragraph (3) above,

the notice shall be treated as not having been given until such time as the Council gives the information to the Occupier or (as the case may be) the association in respect of the notice.

- (5) An amount or notice within sub-paragraph (2) or (4) (as the case may be) shall not be treated as mentioned in relation to any time when, by virtue of an order of any court or tribunal, there is in force an appointment of a receiver or manager whose functions include receiving from the Occupier the pitch fee, payments for services supplied or other charges.
- (6) Nothing in sub-paragraphs (3) to (5) applies to any notice containing a demand to which paragraph 27(1) below applies.

27.

- (1) Where the Council 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 Council; 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 Council.
- (2) Subject to sub-paragraph (3) below, where –
 - (a) the Occupier receives such a demand, but
 - (b) it does not contain the information required to be contained in it by virtue of sub-paragraph (1),the amount demanded shall be treated for all purposes as not being due from the Occupier to the Council at any time before the Council gives that information to the Occupier in respect of the demand.
- (3) The amount demanded shall not be so treated in relation to any time when, by virtue of an order of any court or tribunal, there is in force an appointment of a receiver or manager whose functions include receiving from the Occupier the pitch fee, payments for services supplied or other charges.

Qualifying residents' association

28.

- (1) A residents' association is a qualifying residents' association in relation to a protected site if -
 - (a) it is an association representing the occupiers of mobile homes on that site;

- (b) at least 50 per cent of the occupiers of the mobile homes on that site are members of the association;
 - (c) it is independent from the Council, who together with any agent or employee of it is excluded from membership;
 - (d) subject to paragraph (c) above, membership is open to all occupiers who own a mobile home on that site;
 - (e) it maintains a list of members which is open to public inspection together with the rules and constitution of the residents' association;
 - (f) it has a chairman, secretary and treasurer who are elected by and from among the members;
 - (g) with the exception of administrative decisions taken by the chairman, secretary and treasurer acting in their official capacities, decisions are taken by voting and there is only one vote for each mobile home; and
 - (h) the Council has acknowledged in writing to the secretary that the association is a qualifying residents' association, or, in default of this, the appropriate judicial body has so ordered.
- (2) When calculating the percentage of occupiers for the purpose of subparagraph (1)(b) above, each mobile home shall be taken to have only one occupier and, in the event of there being more than one occupier of a mobile home, its occupier is to be taken to be the occupier whose name first appears on the agreement.

Interpretation

In this agreement –

COUNCIL	means Gosport Borough Council or its agent.
MOBILE HOME	means any structure designed or adapted for human habitation as defined in the 1983 Act
OCCUPIER	means the licensee of the Pitch, as set out in Part 2 of this Written Statement.
SITE	means the Stokes Bay Home Park in the ownership of Gosport Borough Council.
PITCH	means the area of the Site currently allocated to the Occupier and as detailed in Part 2 of this Written Statement and the mobile home stationed thereon.
PITCH FEE	means the amount which the Occupier is required by the agreement to pay to the Council for the right to station the mobile home on the pitch and for use of the common areas of the protected site and their maintenance, but does not include amounts due in respect of gas, electricity, water and sewerage or other services, unless the agreement expressly provides that the pitch fee includes such amounts
RETAIL PRICES INDEX	retail prices index means the general index (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	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 this written statement that the Council of the protected site is required to give to the Occupier by section 1(2) of the 1983 Act.

The headings in this agreement 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 or liabilities of the parties hereto.

The expression of the singular herein shall include the plural and the expression of the masculine includes the feminine and vice versa and covenants entered into by two or more persons shall be deemed to have been made by such persons jointly and severally.

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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.

1. Right to Station Mobile Home

The Council permits the Occupier to station the mobile home, details of which appear in Part 2 hereto, and to occupy the Pitch and to have the right to use such communal and recreational facilities as may be provided upon the Site for himself and members of his family or household and bona fide guests and visitors.

2. Occupier's Undertakings

The Occupier undertakes with the Council as follows:

- a. to pay and discharge all other rates taxes and demands as shall from time to time be assessed charged or payable in respect of the mobile home or the Pitch (or a proportionate part thereof where the same shall be assessed in respect of the Site as a whole) and to pay as demanded all charges in respect of electricity gas water telephone and other services provided to the mobile home;
- b. to insure and keep insured the mobile home against loss or damage by fire and liability to third parties and such other risks as the Council may from time to time reasonably require and to produce to the Council upon request the policy of insurance and such evidence as it may reasonably require that the policy is valid;
- c. to indemnify and keep indemnified the Council from and against all actions proceedings and claims by third parties in respect of loss or damage or liability caused by or arising out of any negligence or default of the Occupier members of his family or household, bona fide guests or visitors;
- d. to use the mobile home as the only or main private residence for the Occupier and members of his family and bona fide guests and shall not sub-let the mobile home or the Pitch or any part thereof nor use it for occasional or holiday purposes nor for any business purposes whatsoever;
- e. not to permit to reside at the mobile home a greater number of persons than the number of berths relevant to the mobile home;
- f. to keep the mobile home and any approved porch or other additions and structures regularly maintained in a sound state of repair and

condition and keep the exterior thereof clean and tidy to the satisfaction of the Council; and

- g. to keep the Pitch and all fences sheds outbuildings and gardens thereon in a neat and tidy condition to the satisfaction of the Council and not to make any alteration to the boundaries without the previous written consent of the Council

PROVIDED ALWAYS that if the Occupier shall fail to comply with the terms of Clauses 2f and 2g then the Council may give a minimum of 28 days' written notice requiring the Occupier to comply with such terms and if the Occupier has not taken steps to comply within such period the Council reserves the right to require the removal of any mobile home or other structure which does not comply or to enter the land to carry out such work as may be necessary and the costs of such work shall be payable by the Occupier forthwith.

- h. Not without prior consent of the Council to carry out any building works or erect porches, sheds or other structures on the Pitch and if such consent is given will obtain all necessary planning approval and Building Regulation consent for each and every structure.
- i. Not to do or suffer or permit to be done on the mobile home or on the Pitch or on the Site any act or thing which shall or may be or become or cause annoyance inconvenience or disturbance to the Council or other occupiers on the Site or cause damage to property belonging to the Council or other occupiers or which may render any increased or extra premium of insurance payable by the Council or which may make void or voidable any policy of such insurance.
- j. At all times to comply with any site rules for the time being in force.
- k. To permit neighbouring occupiers, upon reasonable notice having been given unless in emergency, access to the Pitch for the purpose of carrying out any necessary works of repair, maintenance or redecoration to their own mobile homes or Pitches where no alternative means of access is reasonably available.
- l. Not to damage or suffer or permit to be damaged defaced or otherwise altered any historical monument or other structure within or adjacent to the Site or make alterations or additions thereto or erect or affix anything whatsoever thereon.
- m. To permit the Council upon reasonable notice to enter the Pitch for the purpose of cutting lopping or felling any tree or trees which may be or have become or likely to become a nuisance or danger to the Council

or any occupier or occupiers or other person or persons within or adjacent to the Site.

- n. To permit the Council its servants workmen and, agents (and where appropriate, Statutory Authorities) free access to the Pitch at all reasonable hours for the purpose of
 - (i) Carrying out any necessary inspection, maintenance or repairs to services or structures located within or adjacent to the Pitch;
 - (ii) Inspection for the purposes of Clauses 2f and 2g above; and
 - (iii) removing the mobile home in accordance with the rights reserved above.

3. Council's Undertakings

The Council undertakes with the Occupier as follows:

- a. At all times during the currency of the agreement to use its best endeavours to provide and maintain the facilities and services available to the Pitch at the date hereof PROVIDED ALWAYS the Council shall not be liable for any temporary failure or lack of such facilities or services if attributable to any breakdown or to any causes whatsoever outside the Council's control.
- b. To insure and keep insured the Site against third party liability and upon reasonable demand to provide to any person entitled evidence as to the currency of such insurance.

4. Assignment of Agreement

Prior to any sale of the mobile home and assignment all terms and conditions on the part of the Occupier herein contained shall have been duly observed and performed to the reasonable satisfaction of the Council and all sums due hereunder to the Council shall have been paid in full and no assignment shall be effective until such times as all these matters are completed to the satisfaction of the Council.

5. Exchange of Mobile Home

Prior to any exchange of the mobile home situated on the Pitch the Occupier must provide all relevant details and obtain the written approval of the Council

to site the alternative mobile home and the cost of any exchange of mobile home or any damage occasioned thereby must be entirely at the Occupier's expense.

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STOKES BAY HOME PARK SITE RULES

Where the term 'Site' is used it includes individual Pitches unless otherwise specified.

1.	Only mobile homes of proprietary manufacture, which conform (i) to definitions contained in the Caravan Sites and Control of Development Act 1960 or any subsequent legislation and (ii) to BS 3632 may be stationed on the Site.
2.	Mobile homes shall not be moved without the prior written consent of the Council.
3.	The underneath of each mobile home shall be kept sufficiently clear to allow the Council to safely access and inspect the mobile home base and services.
4.	Occupiers shall keep their Pitch in a tidy condition and free of litter and refuse. All litter and refuse shall be placed in approved containers and in accordance with the Council's Waste and Recycling Collection Policy for regular collection.
5.	Occupiers shall not remove, damage or plant trees on their Pitch without the Council's prior written consent.
6.	Pets are not permitted on the Site without the prior written consent of the Council. Where permitted, pets must be kept under control and shall not be allowed to despoil the Site or cause a noise or nuisance to other occupiers or users of the Site.
7.	Occupiers shall be responsible at all times for the conduct of their guests and visitors.
8.	Boundary structures of over one metre high, including but not limited to fences, walls or hedges, shall not be erected or replaced without the prior written consent of the Council.
9.	Vehicles including bicycles shall not travel at a speed in excess of 10mph on the Site.
10.	Motor vehicles shall not be permitted to cause an obstruction and/or block access to/from the Site or any individual Pitch.
11.	No more than two motor vehicles shall be permitted to park on each individual Pitch at any one time.
12.	Occupiers shall ensure that bona fide guests and visitors vehicles are parked only in the designated parking areas.
13.	Only motor vehicles which are taxed, insured and in working order shall be permitted to park in any of the communal areas of the Site. The Council reserves the right to remove any motor vehicle which does not comply with this rule.

14.	No commercial vehicles with a gross vehicle weight exceeding 2500kg shall be parked on the Site overnight without the consent of the Council. For the purpose of this rule, a commercial vehicle is any motor vehicle of any size used in the course of a trade or business.
15.	No major maintenance work to any motor vehicle shall be undertaken on the Site. Motor oils and other fuels of that nature must not be discharged into drains or onto the ground.
16.	The feeding of wild animals is not permitted anywhere on the Site. Bird tables and proprietary bird feeders may be used for feeding wild birds but bird feed shall not be scattered on the ground.
17.	No unattended hoses or sprinklers may be used anywhere on the Site.
18.	No sign or advertisement shall be displayed by any occupier except for a sign displaying the number of the mobile home or a "for sale" notice or sign.
19.	No occupier shall use any area outside his Pitch for the storage or stationing of any caravan, boat, trailer or other thing except with the prior written permission of the Council.

NOTE: Any approval granted under these rules may be withdrawn at any time given sufficient and reasonable cause or complaint by the Council or other occupiers at the Site.

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