

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 WILL BE ENTITLED TO KEEP YOUR MOBILE HOMES ON 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 **Introductory Provisions and Express Terms (other than those specified in Part 5)**

1.1 The Mobile Homes Act 1983 ("the 1983 Act"), as amended by the Housing Act 2004, the Housing and Regeneration Act 2008 and the Mobile Homes Act 2013 will apply to the agreement.

Parties to the agreement

1.2 The parties to the agreement are

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

AND

Rooftop Housing Association Limited ("we" "us" "our")
70 High Street, Evesham, Worcestershire, WR11 4YD, which is also our address for service of notices (including service of proceedings). This paragraph constitutes notice to you for the purposes of paragraph 26 of Schedule 1 of the Mobile Homes Act 1983

Start date

1.3 The agreement will begin on

Particulars of the pitch

1.4 The particulars of the pitch on which you will be entitled to station your mobile home is

.....

Plan

- 1.5** A plan showing—
- (a) the size and location of the pitch;
 - (b) the size of the base on which the mobile home is to be stationed; and
 - (c) measurements between identifiable fixed points on the site and the pitch and base; is attached to this statement.

Our interest

- 1.6** Our estate or interest in the land will end on
(If this statement applies insert date); or
Our 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 our interest or planning permission is extended...

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

Pitch fee

- 1.7** The pitch fee will be payable from
- The pitch fee will be payable weekly in advance on Monday each week
- The pitch fee is

Review of pitch fee

- 1.8** The pitch fee will be reviewed annually, in February

This date is the review date.

Additional charges

- 1.9** An additional charge will be made for the following matters—

£ 11.12 for,

Communal gardening and grass cutting.

Communal area electricity

Maintenance of the road

Litter picking

(List the matters for which an additional charge will be made e.g. electricity etc – delete if not applicable)

PART 2 Information about your rights

Definitions

2.1 In the agreement the following terms have the following meanings:

"associated facilities" means all amenity units and buildings, outbuildings, communal buildings, common areas etc. that belong to us and are enjoyed and used together with the pitch

"caravan" means any structure designed or adapted for human habitation which is capable of being moved from one place to another (whether by being towed, or by being transported on a motor vehicle or trailer) and any motor vehicle so designed or adapted, but does not include - (a) any railway rolling-stock which is for the time being on rails forming part of a railway system, or (b) any tent;

"mobile home" means any structure designed or adapted for human habitation which is capable of being moved from one place to another (whether by being towed, or by being transported on a motor vehicle or trailer) and any motor vehicle so designed or adapted, but does not include - (a) any railway rolling-stock which is for the time being on rails forming part of a railway system, or (b) any tent;

"occupier" means the person entitled to station a caravan or mobile home on the pitch and occupy it as his or her residence under the agreement;

"pitch" means the land, forming part of the protected site and including any garden area, on which the occupier is entitled to station the mobile home under the terms of the agreement;

"pitch fee" means the amount which the occupier is required by the agreement to pay to us 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" means the general index (for all items) published by the Office for National Statistics or, if that index is not published for a relevant month, any substituted index or index figures published by that Office;

"review date" means the date specified in the written statement as the date on which the pitch fee will be reviewed in each year, or if no such date is specified, each anniversary of the date the agreement commenced;

"the site" means Houndsfield Lane Caravan Site

"we" "us" "our" means RooftopHousing Association Limited
"written statement" means the written statement that we are required to give to
the occupier by section 1(2) of the Mobile Homes Act 1983.
"you" means the occupier of the caravan or mobile home

The Mobile Homes Act 1983

2.2. Because you will have an agreement with us which will entitle you to keep your mobile home on our site and live in it as your home, you will have certain rights under the Mobile Homes Act 1983, affecting in particular your security of tenure, the sale of your home and the review of the pitch fee.

Implied terms

2.3 These rights, which are contained in the implied terms set out in Part 3 of this statement, will apply automatically and cannot be overridden, so long as the 1983 Act (as amended) continues to apply to your agreement.

Express terms

2.4 If you are not happy with any of the express terms of your proposed agreement (as set out in Part 5 of this Written Statement) you should discuss them with us, we may agree to change them.

Right to challenge

2.5. If you enter into the agreement and subsequently become dissatisfied with the express terms of the agreement you can challenge them as explained in paragraphs 2.6. 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 the later. If you wish to challenge your agreement, you may wish to consult a solicitor or citizens' advice bureau.

2.6 A challenge can be made either in the county court or before an arbitrator.

You can—

- (a) ask for any express terms of the agreement (those set out in Part 5 of this statement) to be changed or deleted; or
- (b) ask for further terms to be included in the agreement concerning the matters set out in Part 2 of Schedule 1 to the 1983 Act (see paragraph 2.9 of this statement below).

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

2.7 The appointment of an arbitrator may be provided for in one of the express terms of the agreement. If not, you and us can still agree in writing to appoint an arbitrator to settle a dispute between you and us.

2.8 The court or arbitrator must make an order on terms they consider just and equitable in the circumstances.

Further terms

2.9. The matters set out in Part 2 of Schedule 1 to the 1983 Act are—

- (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.

Time limit

2.10 If no application to the court or an arbitrator is made within six months of the date on which you entered into the agreement or the date you received the written statement, whichever is the later, both you and us will be bound by the terms of the agreement and will not be able to change them unless both parties agree.

Unfair terms

2.11 If you consider that any of the express terms of the proposed agreement (as set out in Part 5 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.

PART 3 Implied Terms

Under the 1983 Act, certain terms will be automatically included in your agreement. These implied terms are set out in Part 1 of Schedule 1 to the 1983 Act (as amended). The implied terms are set out below

Duration of agreement

3.1 Subject to paragraph 3.2 below, the right to station the mobile home on land forming part of the site shall subsist until the agreement is determined under paragraph 3.3, 3.4, 3.5 or 3.6 below.

Our estate or interest

3.2(1) If our estate or interest is insufficient to enable us to grant the right for an indefinite period, the period for which the right subsists shall not extend beyond the date when our estate or interest determines.

(2) If planning permission for the use of the 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

3.3 You shall be entitled to terminate the agreement by notice in writing given to us not less than four weeks before the date on which it is to take effect.

Termination by owner

3.4 We shall be entitled to terminate the agreement forthwith, if we apply to court and the court—

(a) is satisfied that you have breached a term of the agreement and, after service of a notice to remedy the breach, you have not complied with the notice within a reasonable time; and

(b) considers it reasonable for the agreement to be terminated.

3.5 We shall be entitled to terminate the agreement forthwith, if we apply to court and the court—

(a) is satisfied that you are not occupying the mobile home as your only or main residence; and

(a) considers it reasonable for the agreement to be terminated.

3.6(1) we shall be entitled to terminate the agreement forthwith, if we apply to court and the court is satisfied that, having regard to its condition, the mobile home—

(a) is having a detrimental effect on the amenity of the site; or

(b) the court considers it reasonable for the agreement to be terminated.

(2) Sub-paragraphs (3) and (4) below apply if, on an application under sub-paragraph (1) above

(a) the court considers that, having regard to the present condition of the mobile home, the mobile home is have 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 to have a detrimental effect on the amenity of the site , and

(c) you indicate that you intend to carry out those repairs.

(3) In such a case the court may make an order adjourning proceedings on the application for such period specified in the order as the court considers reasonable to allow the repairs to be carried out.

The repairs must be set out in the order.

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

Recovery of overpayments by occupier

3.7 Where the agreement is terminated as mentioned in paragraph 3.3, 3.4, 3.5 or 3.6 above, you shall be entitled to recover from us so much of any payment made by you in pursuance of the agreement as is attributable to a period beginning after the termination.

Sale of mobile home

3.8 (1) You shall be entitled to sell the mobile home, and to assign the agreement, without our approval.

(2) Where you sell the mobile home, and assign the agreement, as mentioned in sub-paragraph (1) above, you must:

(a) 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 –

(i) such documents, or documents of such description, as may be prescribed in regulations made by the Secretary of State which are in force immediately before the proposed sale and assignment; and,

(ii) such other information as may be so prescribed, in the form so prescribed.

(b) ensure that in the agreement between you and the new occupier it is a condition of the sale and transfer that:

(i) the new occupier will, as soon as reasonably practicable, notify us of the completion of the sale and assignment of this agreement; and,

(ii) the new occupier will pay us a commission on the sale of the mobile home at such rate as may be prescribed by regulation made by the Secretary of State which is enforce at the date of completion.

Gift of mobile home

3.9 (1) You shall be entitled to give the mobile home, and to assign the agreement, to a member of your family without our approval, provided you:

(a) supply us with the following evidence before completion of the gift and assignment:

(i) evidence, or evidence of a description, prescribed in regulations made by the Secretary of State and in force immediately before the proposed gift and assignment 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

(ii) any other satisfactory evidence that the person concerned is a member of the occupier's family.

(b) ensure that in the agreement between you and the new occupier it is a condition of the gift and assignment that he will, as soon as reasonably practicable, notify us of the completion of receipt and assignment of this agreement,

Re-siting of mobile home

3.10(1) We shall be entitled to require that your right to station the mobile home is exercisable for any period in relation to another pitch forming part of the site ("the other pitch") if (and only if)—

(a) on our application, the court is satisfied that the other pitch is broadly comparable to your original pitch and that it is reasonable for the mobile home to be stationed on the other pitch for that period; or

(b) we need 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 your original pitch.

(2) If we require you to station the mobile home on the other pitch so that we can replace, or carry out repairs to, the base on which the mobile home is stationed, we must if you require, or the court on your application so orders, secure that the mobile home is returned to the original pitch on the completion of the replacement or repairs.

(3) We shall pay all the costs and expenses incurred by you in connection with your mobile home being moved to and from the other pitch.

(4) In this paragraph and in paragraph 3.13 below, "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

3.11 You shall be entitled to quiet enjoyment of the mobile home together with the pitch during the continuance of the agreement, subject to paragraphs 3.10, 3.12, 3.13 and 3.14.

Our right of entry to the pitch

3.12 We may enter the pitch without prior notice between the hours of 9 a.m. and 6 p.m.

(a) to deliver written communications, including post and notices, to you; and

(b) to read any meter for gas, electricity, water, sewerage or other services supplied by us.

3.13 We may enter the pitch to carry out essential repair or emergency works on giving as much notice to you (whether in writing or otherwise) as is reasonably practicable in the circumstances.

3.14 Unless you have agreed otherwise [see paragraph 5.11 of this Written Statement], we may enter the pitch for a reason other than one specified in paragraph 3.12 or 3.13 only if we have given you at least 14 clear days' written notice of the date, time and reason for our visit.

3.15 The rights conferred by paragraphs 3.12 to 3.14 above do not extend to the mobile home.

The pitch fee

3.16 The pitch fee can only be changed in accordance with paragraph 3.17, either—

- (a) with your agreement, or
- (b) if the court, on application of us or you, considers it reasonable for the pitch fee to be changed and makes an order determining the amount of the new pitch fee.

3.17(1) The pitch fee shall be reviewed annually as at the review date.

(2) At least 28 clear days before the review date we shall serve on you a written notice setting out our proposals in respect of the new pitch fee together with a document setting out the matters and details required by paragraph 25A of Schedule 1 to the Mobile Homes Act 2013.

(3) If you agree to the proposed new pitch fee, it shall be payable as from the review date.

(4) If you do not agree to the proposed new pitch fee—

- (a) we may apply to the court for an order under paragraph 3.16(b) determining the amount of the new pitch fee;
- (b) you shall continue to pay the current pitch fee to us until such time as the new pitch fee is agreed by you or an order determining the amount of the new pitch fee is made by the court under paragraph 3.16(b); and
- (c) the new pitch fee shall be payable as from the review date but you 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 court 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.

(6) Sub-paragraphs (7) to (10) apply if we —

(a) have 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 serve on you a written notice setting out our proposals in respect of a new pitch fee.

(7) If (at any time) you agree to the proposed pitch fee, it shall be payable as from the 28th day after the date on which we serve the notice under sub-paragraph (6)(b).

(8) If you have not agreed to the proposed pitch fee—

(a) we may apply to the court for an order under paragraph 3.16(b) determining the amount of the new pitch fee;

(b) you shall continue to pay the current pitch fee to us until such time as the new pitch fee is agreed by you or an order determining the amount of the new pitch fee is made by the court under paragraph 3.16(b); and

(c) if the court makes such an order, the new pitch fee shall be payable as from the 28th day after the date on which we serve 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 the date on which we serve the notice under sub-paragraph (6)(b).

(10) You 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 court order determining the amount of the new pitch fee.

3.18(1) When determining the amount of the new pitch fee particular regard shall be had to—

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

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

(ii) which were the subject of consultation in accordance with paragraph 22(e) and (f) of Schedule 1 to the Mobile Homes Act 1983; 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 our application, has ordered should be taken into account when determining the amount of the new pitch fee;

(iv) any deterioration in the condition, and any decrease in the amenity, of the site or any adjoining land which is occupied or controlled by us since the date on which paragraph 18(1)(aa) came into force (in so far as regard has not previously been had to that deterioration or decrease for the purposes of this subparagraph);

(v) any reduction in the services that we supply 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 subparagraph);

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

3.19 (1) When determining the amount of the new pitch fee, any costs incurred by us in connection with expanding the site shall not be taken into account.

(2) When determining the amount of the new pitch fee, no regard will be had to (i) any costs incurred by us in relation to the conduct of proceedings under the Mobile Homes Act 1983 or the agreement, including any costs incurred by us since the last review date for the purpose of compliance with the amendments by the Mobile Homes Act 2013.

(ii) to any fee required to be paid by the owner 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).

(iii) any costs incurred by the owner 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 owner being convicted of an offence under section 9B of that Act (failure to comply with compliance notice).

3.20(1) Unless it would be unreasonable having regard to paragraph 3.18, 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.

For the purposes of this paragraph “the latest index” in a case where we serve a notice under paragraph 3.17(2) above means the last index published before the day on which that notice is served.

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 3.18(1) above.

(2) Paragraph 3.18(3) above applies for the purposes of this paragraph as it applies for the purposes of paragraph 3.18.

Your obligations

3.21 You shall—

(a) pay the pitch fee to us;

(b) pay us all sums due under the agreement in respect of gas, electricity, water, sewerage or other services supplied by us;

(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 us, provide us with documentary evidence of any costs or expenses in respect of which you seek reimbursement.

Our obligations

3.22. We shall—

- (a) if requested by you, and on payment by you 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 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 you, 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 you to us under the agreement; and
 - (iii) any other charges, costs or expenses payable by you to us 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 us 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 site;
- (e) consult you about improvements to the site in general, and in particular about those which we wish 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 site and may affect the occupiers either directly or indirectly.

3.23 We shall not do or cause to be done anything which may adversely affect your ability to perform your obligations under paragraph 3.21(c) and (d) above.

3.24 For the purposes of paragraph 3.22(e) above, to "consult" you means—

- (a) to give you 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 you can make representations about the proposed improvements; and
- (b) to take into account any representations made by you about the proposed improvements, in accordance with paragraph 3.24(a)(iii), before undertaking them.

3.25 For the purposes of paragraph 3.22(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 22(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 3.25(a)(ii), before proceeding with the matters.

Our name and address

3.26 We shall by notice inform you and any qualifying residents' association of the address in England or Wales at which notices (including notices of proceedings) may be served on us by you or a qualifying residents' association.

(1) If we fail to comply with sub-paragraph (1), then (subject to sub-paragraph (5) below) any amount otherwise due from you to us in respect of the pitch fee shall be treated for all purposes as not being due from you to us at any time before we comply.

(2) Where in accordance with the agreement we give any written notice to you or (as the case may be) a qualifying residents' association, the notice must contain the following information—

- (a) our name and address; 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 us.

(3) Subject to sub-paragraph (5) below, where—

(a) you 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 we give the information to you or (as the case may be) the association in respect of the notice.

(4) 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 you the pitch fee, payments for services supplied or other charges.

(5) Nothing in sub-paragraphs (3) to (5) applies to any notice containing a demand to which paragraph 27(1) below applies.

3.27(1) Where we make any demand for payment by you of the pitch fee, or in respect of services supplied or other charges, the demand must contain—

(a) our name and address; 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 us.

(2) Subject to sub-paragraph (3) below, where—

(a) you receive 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 you to us owner at any time before we give that information to you 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 you the pitch fee, payments for services supplied or other charges.

Qualifying residents' association

3.28(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 us, and we are together with any of our agents or employees 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
- (2) we have acknowledged in writing to the secretary that the association is a qualifying residents' association, or, in default of this, the court has so ordered.
- (3) 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.

PART 4 Supplementary Provisions

Part 3 of Schedule 1 to the 1983 Act sets out provisions which supplement those in Part 1 of Schedule 1. These are set out below.

Proposal to sell the mobile home, and assign the agreement

4.1.—(1) Where you propose to sell the mobile home and assign the agreement -

(a) you 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 -

(i) such documents, or documents of such description, as may be prescribed in regulations made by the Secretary of State, and

(ii) such other information as may be so prescribed, in the form so prescribed.

(2) 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, you must provide the documents and other information to the proposed occupier not later than the chosen date.

(3) The documents and other information which may be prescribed in regulations under sub-paragraph (2) include in particular—

(a) a copy of the agreement;

(b) a copy of the site rules (within the meaning given by [section 2C](#)) (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 7A](#), information about the requirement imposed by virtue of sub-paragraph (4) of that paragraph (obligation to notify owner of completion of sale and assignment);

(f) details of the commission which would be payable by the proposed occupier by virtue of paragraph 7A(5) or 7B(8);

(g) information about such requirements as are prescribed in regulations under paragraph 7A(7) or 7B(10).

(4) Documents or other information required to be provided under this Part may be either delivered to the prospective purchaser personally or sent by post.

PART 5 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 us in addition to the implied terms.

Using the Pitch

You agree:-

Occupation

5.1(1) To station up to a maximum of [2] caravans or mobile homes on the pitch and occupy it or them as your only or main private residence and not to operate a business at or from it or them.

5.1(2) To tell us if you are going to be away from the pitch for more than 28 days; and to get our written permission if you are going to be away for longer than 2 months. In either case you must tell us in writing the date you intend to leave; the date you intend to return; the arrangements for paying the pitch fee and looking after the pitch and mobile home while you are away and the telephone number and address, if available, where we can contact you while you are away.

Pitch Fee

5.2 To pay the Pitch Fee and any additional charge due to us on Monday of each week to our representative on the site, or alternatively using 'All Pay' or by direct debit.

If you are in receipt of Housing Benefit, it is acknowledged that payments of Housing Benefit are currently normally made four-weekly in arrears

Deposit

5.3 Prior to occupation of the pitch, to pay a deposit in the sum of (NIL) to our representative on signing of the agreement for which a receipt will be issued. The deposit will be held against arrears, damage, or other breaches of the agreement.

Rules of Occupation

5.4 To comply with the Rules of Occupation attached as an Appendix to this Written Statement and displayed on the site (copies are available from our representative on site). The rules exist in order to allow the good and safe management of the site. The Rules of Occupation may be amended after consultation with all the occupiers of the site and/or qualifying residents association at the site

Nuisance

5.5 That you or any person living with you or your visitors shall not do anything which causes or is likely to cause nuisance or annoyance to other occupiers of the site, or to any of our tenants, agents, employees, or contractors or anyone going about their lawful business in the locality of the pitch and mobile home. For the purposes of illustration, acts likely to cause nuisance and annoyance may include the following: violence, or threat of violence, vandalism, abusive behaviour, interference with and/or damage, or threat of damage to a person's home or other property, the writing of graffiti, excessive noise or disturbance or anything which results in disruption or interference with persons going about their lawful business in the locality.

Racial or other harassment

5.6 That you or any person living with you or your visitors shall not commit, any harassment, or threat of harassment, on any ground including grounds of race, colour, religion, sex, age, sexual orientation, gender or disability that may interfere with the peace and comfort of, or cause offence to, other persons in the locality or to any of our tenants, employees, agents or contractors.

Noise

5.7 That you or any person living with you or your visitors shall not play any radio, television, cd, dvd or MP3 player, record or tape recording or musical instrument so loudly that it causes a nuisance or annoyance to other persons in

the locality at any time or can be heard outside your mobile home between the hours of 11pm and 7.30am.

Illegal activity

5.8 Not to use your pitch and mobile home, nor allow it to be used, for illegal or immoral purposes (including the use or sale of illegal drugs).

Sub letting/ lodgers

5.9 Not to sublet, part with possession of, or take in lodgers on, the pitch.

Animals

5.10(1) No animals, pigeons or other birds (except dogs, cats or caged birds) shall be kept at the pitch or your mobile home without our written consent (not to be unreasonably withheld). The number of dogs, cats or caged birds to be kept at the pitch and mobile home shall be restricted to a reasonable number as determined by us.

5.10(2) Any animal(s) or bird(s) for which consent is given shall not cause nuisance or annoyance to persons in the locality or our tenants, employees, agents or contractors.

5.10(3) If you own a horse drawn caravan or mobile home you shall make all necessary and proper arrangements for the proper feeding and stabling of any horses and you may use the paddock area to house and graze your horse upon once you have secured written permission from Rooftop Housing Association Limited..

Access

5.11 To give us access to the pitch and your mobile home at reasonable times and on reasonable notice of at least 24 hours to undertake inspections where we need access for the purpose carrying out an occupation check. The purpose of the occupation check is to ensure that they are no breaches of your agreement

such as antisocial behaviour or other breaches that put you or other people's health, safety or security at risk.

Gardens and other structures

5.12(1) To keep any garden at the pitch in an orderly condition and not plant or remove any trees or shrubs at the pitch and the site without our prior written consent (not to be unreasonably withheld). Any such trees/shrubs planted shall be maintained by you to our reasonable satisfaction.

5.12(2) Not to erect any tool house, shed or greenhouse on the pitch or any garden without our prior written consent (not to be unreasonably withheld)

5.12(3) Not to erect, or place either on the pitch or in the garden, any wireless or television aerial, satellite dish, or any other structure or monument and not to make any addition to or alteration to the pitch without our prior written consent

Installation of Gas/Electricity supply

5.13 Not to carry out or permit to be carried out on the pitch any work for the purpose of affording your mobile home a supply of any heat, power, light or energy, except in such a matter as we may have previously approved. Any work carried out shall be maintained by you to our reasonable satisfaction.

Roadways and vehicle parking

5.14(1) To have no more than the number of caravans or mobile homes stated in paragraph 5.1 above on the pitch.

5.14(2) Not to block local roadways and other vehicular access, and to keep them, and car parking spaces, clear of unroadworthy or untaxed vehicles and other obstructions. You, any person living with you and visitors to your home must not park anywhere that could obstruct emergency services.

5.14(3) Not to park a vehicle anywhere except on a "hardstanding" (a driveway or paved area intended for parking). You must not park a caravan or mobile home on the garden, driveway, paved area around the pitch or on any communal

parking areas without our prior consent (not to be unreasonably withheld) in writing.

5.14(4) You, any person living with you or your visitors must not do major car, vehicle or motorcycle repairs or park any such car, vehicle or motorcycle on the land around your pitch, in the vicinity or land adjoining the site, e.g. grass, verges, greens, footpaths or hardstandings without our prior written consent. Neither should you construct any hardstanding without our prior written consent.

Dangerous Items

5.15 You, any person living with you or your visitors must not keep any inflammable substances including (but not limited to) flueless bottled gas heaters, paraffin or oil heaters in your caravan or mobile home without our consent (which shall not be unreasonably withheld and which shall normally be given provided they are for domestic use and are stored in accordance with Regulations relating to the storage and use of such substances).

Notice of Repairs

5.16 To report to us promptly any disrepair or defect to the pitch or the communal part of the site for which we are responsible.

Moving out/Leaving the site

5.17(1) Not to leave anybody else occupying the pitch when you move out or leave the site.

5.17(2) To leave the pitch and associated facilities in good and clean condition

5.17(3) Not to leave any of your belongings, rubbish or other debris behind. We will remove items left behind and you will be responsible for meeting all reasonable removal and/or storage charges. We will remove and store them for a maximum of one month. We will notify you at your last known address. If the items are not collected within one month you agree that we may dispose of the items and you will be responsible the reasonable costs (including administration

costs) of disposal. We accept no responsibility for anything you leave behind at the end of the agreement.

5.17(4) To pay for the repair and replacement to the pitch or associated facilities if damage has been caused deliberately or by your own neglect. You will not have to pay for normal wear and tear.

5.17(5) To remove any improvements or alterations you have made without our written consent. You must return the pitch to how it was before you made these improvements or alterations. If you do not, we may do the work and charge you for it.

We agree

Right to consultation

5.18 To consult you on matters affecting the site and the pitch and before making changes in matters of management or maintenance which are likely to have substantial effect on your occupation of the site.

Right to information

5.19 To provide you with information about us, the terms of this agreement, our repairing obligations, our policies and procedures on occupier consultation, housing allocation and transfers, and our performance as your landlord every year.

Complaints

5.20 To establish a procedure for dealing with complaints raised by you on any matter arising from this agreement. We shall provide you with details of the scheme at the beginning of the agreement and inform you of any changes. If you are still dissatisfied after the complaints procedure has been exhausted, you have the right to refer the matter to the Housing Ombudsman Service.

Insurance

5.21 We will insure the structure of the pitch and associated facilities against loss or damage by fire and other risks. Your caravan or mobile home, fixtures and fittings, personal property and other things for which you are responsible are not insured by us.

General Terms

Service of Notices

5.22(1) Any legal notice, or other communication arising from this agreement, shall be validly served on you if addressed to and delivered or left at pitch or the mobile home, your last known address or given to you in person.

5.22(2) Where such notice is served by post we shall assume that you have received all legal notices on the second day of posting if posted first class, or on the next day if delivered by hand.

Altering the express terms

5.23 Except for the changes in the pitch fee the express terms of agreement may be altered by written consent of both you and us at any time or by using the procedure set out in Part 2 of this agreement within 6 months of the date of entering the agreement or the date you received the statement, whichever is the later.

Incorrect or false information

5.24 This agreement may be terminated by us if we have been induced to enter the agreement as a result of you providing us with false or incorrect information knowingly or recklessly.

Part 6: Signatories

By signing this agreement, you are agreeing to the above and to us processing your personal data (including sensitive personal data) that you have provided or has been provided by third parties or will be provided in the future to perform our functions. This may involve disclosure to certain third parties that are entitled to receive information. We comply with the Data Protection Act 1998 when dealing with personal data. This means your personal information will be processed in accordance with law.

Declaration

I agree to occupy the pitch on the terms and conditions set out in this document and as explained to me. I understand that I am responsible for any breach of these conditions of occupation whether by myself, any person living with me or any visitor to my caravan/mobile home.

Dated the _____ day of _____

Signed by

(mobile home occupier) ("you")

Witnessed by

And

On behalf of Rooftop Housing Association Limited
We are a Registered Private Provider and are subject to regulation by the
Office for Tenants and Social Landlords currently known as the Homes and
Communities Agency

RULES OF OCCUPATION

You will:-

1. not change the locks to the site or associated facilities or install additional locks;
2. not put up any television aerial, satellite dish nor install a cable television facility;
3. not dump unwanted items or rubbish on the site or adjoining land;
4. not to deposit any waste, refuse, water or any other substance on adjoining land.
5. not to deposit scrap on any part of the site.
6. put all rubbish in the bins or skips provided
7. not put up any sign or writing, in or on any of the windows of the caravan/mobile home or on any wall on the outside of the buildings or on the site;
8. not place any item belonging to you or your visitors in any place which could or does obstruct any entrance to the site or your pitch;
9. not take supply or possess any drug which has not been prescribed for you by a registered medical practitioner in your caravan or mobile home or on site or allow any visitor of yours to take supply or possess any drug whilst on site.
10. not burn bonfires or burn car bodies, tyres, cables or other materials on any part of the site.
11. keep to any health, safety or fire instructions given by us and not engage in conduct which is likely to endanger the health or safety of any occupier or visitor to the site.
12. not write graffiti on any part of your caravan or mobile home or any where else on the site

13. observe a 5mph speed limit for vehicles on the site and comply with all other road signs on the site.