

**PITCH AGREEMENT**

**BETWEEN**

**WEST SUSSEX COUNTY COUNCIL**

**&**

**AT**

**Plot**

**THIS DOCUMENT CONTAINS THE PARTICULARS, IMPLIED TERMS AND EXPRESS TERMS OF THE AGREEMENT TOGETHER WITH A SITE PLAN**

**SIGNED ………………………… …………………………………**

**FULL NAME ………………………… …………………………………**

**DATE ………………………**

**WITNESS ……………………… DATE………………**

**FULL NAME ……………………………………………………….**

**PART 2**

**PARTICULARS OF THE AGREEMENT**

**1.** The Mobile Homes Act 1983 (“the 1983 Act”) applies to the agreement.

**Parties to the agreement**

**2.** The parties to the agreement are—

……………………………………….

**AND**

**West Sussex County Council, County Hall, Chichester, West Sussex, PO19 1RQ**

**Start date**

**3.** The agreement began on

**Particulars of the pitch**

**4.** The particulars of the land on which you are entitled to station your mobile home are—

**Plan**

**5.** A plan showing—

(a) the size and location of the pitch;

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

(c) measurements between identifiable fixed points on the site and the pitch and

base; is attached to this statement.

**Site owner’s interest**

**6**. The site owner’s estate or interest in the land is as freeholder.

**The pitch fee**

**7.** The pitch fee is payable weekly. The pitch fee is **£56.50**

**Review of pitch fee**

**8.** The pitch fee will be reviewed on  **31st December and each December thereafter. This will be increased in line with the RPI published by the Office National Statistics for the preceding September, unless otherwise notified or allowed under the terms of the Mobile Homes Act 1983. This is the review date**

**Additional charges**

**9.** An additional charge is made for the following matters—

**WATER, SEWERAGE, ELECTRICTY , (Council Tax is payable directly to relevant District/Borough Council)**

**Express Terms**

**The owner will:-**

1. Agree to allow the occupier to pass and re-pass with or without vehicles over so much of the owners land as may be necessary to gain access or exit from the Plot and the public highway.
2. discuss any proposed changes to the Caravan(s) permitted to park on the Plot (including temporary positioning) and any agreed changes will be evidenced in paragraph 37 at the end of this licence agreement

3. permit, in agreement with the Site Manager, a temporary absence from the Site (usually not more than four weeks in any six month period) provided the occupier pays to the Council the pitch fees for the agreed period of absence before leaving the site.

4. treat any additional caravans (that is over and above those recorded in paragraph 37 of this agreement) as an unauthorised caravan that the Council can remove or dispose of after giving reasonable notice.

5. reserve the right to remove or dispose of any items or vehicles (including

motor vehicles, Caravans, mobile homes, boats, trailers etc) which the Site

Manager acting on behalf of the Council considers to be abandoned on the

Site or unsightly. The Council reserves the right to recover any removal costs

from those responsible for such items or vehicles being on, or arriving at, the

Site.

6. be responsible for maintaining the infrastructure of the site including drainage,

services, boundary fences, access roads, Amenity Blocks (except internal

redecorations) etc.

7. will issue receipts for all cash collected in respect of rent, electricity and water

charges.

**The Occupier agrees to:-**

8 use the Plot for the purpose of parking 1 caravan(s), as directed by the site manager, for residential use only unless written permission from the owner has been obtained

9. pay the equivalent of one month’s pitch fee in advance at the time the agreement is signed as a deposit, which will be returned at the end of the agreement, unless there are any outstanding rent, water or electricity charges or damage to the plot, caused by the outgoing occupier.

10. pay the Pitch fee weekly in advance from the start date of the pitch agreement for which receipts will be given.

11 not use any communal areas of the Site for any trading or business activity

or the storage of materials, tools or machinery.

12. not store in the open, dump or dispose of any material on the Site, or adjacent land, other than disposal of household refuse using the regular approved refuse collection

13. state below in paragraph 38 the full names of ALL persons permanently residing at the Plot.

14. agree with the Site Manager **BEFORE** you permit any person to reside on the Plot for more than 28 days. Any such agreement should be recorded at paragraph 37 the end of this agreement.

15. protect, look after and keep clean the Plot, Amenity Block, landscaped areas and trees on the Site including all plant and fittings which supply electrical, water and other services to the Site.

16. make **no** alterations or additions or tamper in any way with the Amenity Block, plant, fittings and services, and Plot without the prior written consent of the owner .

17. make good at your own expense any damage caused by you on the Plot to

the reasonable satisfaction of the Site Manager without delay.

18. provide an electrical installation within the Caravan and, when requested by the Site Manager, produce at your expense to the Council within 28 days an Electrical Safety Certificate from an approved NICEIC registered Electrician employed by you.

19. provide within 28 days if requested by the site manager, a confirmation from any contractor employed by you that any work carried out meets all health and safety regulations and complies with all necessary regulations.

20. be responsible for the internal redecoration of the Amenity Block on the pitch.

21. remove all items belonging to you and your family, and leave a forwarding address for any mail, when you vacate the Plot.

22. not cause any nuisance (including any form of anti-social behaviour) to other occupiers, immediate neighbours and officers, agents, employees or contractors of the site owners

23. be responsible for the behaviour, acts and omissions of yourself, those living with you, your guests and all visitors permitted by you to enter your Plot or the Site. If anyone causes you problems, you can speak to the Site Manager in confidence.

24. not allow anyone who lives with you or visits you to cause a nuisance, including any anti-social behaviour. In particular you and they must not:

* be convicted of an arrestable (serious) offence committed in or near the Site or be convicted of using the Plot or Site for illegal purposes.
* use violence on or threaten violence towards anyone who lives with you in your home or behave in a threatening or violent way towards any other person.
* harass, threaten, or cause offence to others in the neighbourhood (including other occupiers on the Site), or to any of the Council's employees, appointed contractors or others, because of their colour, nationality, ethnic or national origins, their religion, sex, sexuality or disabilities or for any other reason.
* make any noise that causes nuisance or annoyance to others in the neighbourhood (including other occupiers on the Site), including playing loud music.
* operate any generators on the Site.
* allow airguns, catapults or offensive or dangerous weapons to be kept on the Site.
* any household waste shall be placed in the containers provided for such purpose or disposed of as directed by the Site Manager. Any non household waste (including trade waste) shall be disposed of at your own expense at the Civic Amenities Sites provided for such purposes.
* use or allow your plot or any part of the site to be used for immoral or illegal use or to carry out any criminal activities.

25. not invite any persons subject to a direction banning them from the Site, to visit the Site or occupy the Plot.

26. repay on demand any sum expended by the Council for repairs or

replacement of any item on your Plot, which you have failed to repair or

replace.

27. not keep any flammable liquids, gas cylinders or any other dangerous substances (except for items designed and produced for normal domestic use) on the plot or site. LPG Cylinders are limited to 2 per plot.

"Dangerous substance" includes:

(a) a substance or preparation which is explosive, oxidising, extremely flammable, highly flammable or flammable;

(b) a substance or preparation which because of its physico-chemical or chemical properties and the way it is used or is present in or on premises creates a risk; and

(c) any dust, whether in the form of solid particles or fibrous materials or otherwise, which can form an explosive mixture with air or an explosive atmosphere.

28. be responsible for the safe and legal disposal of all the gas bottles you or your family or visitors use.

29. only park, or allow visitors to park, vehicles on the parking area provided (if any) and not cause obstruction to other occupiers or, emergency service vehicles and not to park on any grassed areas.

30. not drive any vehicle at a speed greater than 5 mph anywhere on the Site at any time, unless another limit is specified. The use of unlicensed or unregistered vehicles for pleasure purposes is strictly forbidden.

31. only keep domestic animals on the Site after getting written permission from the owner and recorded at paragraph 37. The owner will remove any animal that it has not permitted or that it considers to be causing a nuisance. Any animal allowed on the site must be kept on the Plot and under control at all times. Animals are not allowed to roam free on the site. Dogs that fall under the definition of a Dangerous Dog as contained in the Dangerous Dogs Act are not permitted on site.

32. be responsible for all property brought onto your Plot. The owner will not be liable for any loss or damage to that property unless the loss or damage is caused by the deliberate acts or negligent omissions of the Council or its employees.

33. only erect fences, sheds or other structures on the Site after first getting the written consent of the Council and any planning consents that may be required. Any structures erected without compliance with this requirement may be removed without further notice and the Council may recover from the occupier the costs properly incurred in doing so.

34. agree any notice from you (including notice to terminate this licence) to the Council shall be deemed properly served if put in writing and addressed to the Site Manager and/or the Travellers Team Manager to the Council at County Hall, Chichester, West Sussex, PO19 8RQ. A receipt or written acknowledgement will be provided by the Site Manager on demand.

35. agree if the Caravan or any other property, or personal possessions on the Plot is not claimed by you within 28 days of the Council entering the Plot following termination of this Licence the Council shall be entitled to remove, sell or destroy the Caravan and any other belongings on the Plot. Any proceeds from sale shall be returned to you after deduction of any rent, electricity and water arrears, and the costs of removal, storage and sale. If the proceeds of sale are insufficient to cover any arrears or costs incurred by the Council the Council shall be entitled to recover the balance from you.

36. agree nothing in this Licence shall be construed as giving you ownership of the Plot or any other part of the Site.

37. agree not to set any open fires on any part of the pitch, site or surrounding areas.

38. agree any variations to the above pitch agreement, (e.g. details of temporary visitors agreed with Site Manager, details of animals being kept or anything else needing written consent). Both the Site Manager & Occupier should sign and date details and variations:

|  |
| --- |
|  |
|  |
|  |
|  |
|  |
|  |
|  |

39. **Who is living on your plot?**

|  |
| --- |
| **NAME DOB NATIONAL INSUARNCE NO** |
|  |
|  |
|  |
|  |
|  |
|  |
|  |
|  |
|  |
|  |

**Interpretation**

In this chapter –

**Site Manager** means the employee of the council who is responsible for administering the site.

**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 being transported on a motor vehicle or trailer).

The singular number shall include plural and masculine gender shall include the feminine and obligations imposed on more than one person shall be joint and several.

**REVENUE PROTECTION POLICY FOR ELECTRICITY**

**Introduction**

The theft of electricity is a dangerous process, which can kill you - a threat both to the thief and innocent people in their household or who live nearby.

**Codes of Practice**

West Sussex County Council's view is that those who use electricity should pay for what they use, and having the service, as everyone else is expected to. West Sussex County Council is committed to health and safety on all its land and properties and the welfare of everyone who lives in or on them. West Sussex County Council will seek out thieves and tamperers, support prosecution and aim to get the costs back.

**Reports Received**

West Sussex County Council will use its reasonable endeavours to ensure its own staff, and those of its Agents, report all incidents of suspected tampering. Safety concerns will be paramount. Continual monitoring of electricity usage will be carried out to highlight sites and plots where income and expenditure do not tally.

**Policy**

Where there is clear evidence of tampering, during the occupancy of the current customer:

**FIRST OFFENCE** - the meter will be replaced and checks carried out.

**SUBSEQUENT OFFENCE (S)** - the supply will be disconnected, subject to the Details shown in "vulnerable persons" below.

**Restitution**

Restitution will normally be sought for the full amount where there is evidence that abstraction/theft has taken place.

**Re-energisation Policy**

To remedy the situation, and to allow the supply to be restored:

**FIRST OFFENCE** - agreement will be reached taking into account the Customer's ability to pay, and over what period, the agreed amount of costs and restitution.

**REPEAT OFFENDERS** - full payment of all costs and restitution from previous Cases will be required. Only in exceptional circumstances will this Policy be varied.

**Prosecution Policy**

Where the evidence is that a crime may have been committed the facts will always be reported to the Police, with a view to the prosecution of offenders.

**Vulnerable Persons**

West Sussex County Council Gypsy Unit will alert the relevant caring Agencies, in advance, if an energy supply is going to be discontinued because of continued theft.

**IMPLIED TERMS**

Agreements relating to permanent pitches in England on a local authority Gypsy and Traveller site or a county council Gypsy and Traveller site

**Duration of agreement**

1. Subject to paragraph 2, the right to station the mobile home on land forming part of the protected site subsists until the agreement is determined under paragraph 3, 4, 5 or 6.
2. . (1) If the owner’s estate or interest is insufficient to enable the owner to grant the right for an indefinite period, the period for which the right subsists does not extend beyond the date when the owner’s estate or interest determines.
   * + (2) If planning permission for the use of the protected site as a site for mobile homes has been granted in terms such that it will expire at the end of a specified period, the period for which the right subsists does not extend beyond the date when the planning permission expires.
     + (3) If before the end of a period determined by this paragraph there is a change in circumstances which allows a longer period, account is to be taken of that change.

**Termination by occupier**

1. The occupier is entitled to terminate the agreement by notice in writing given to the owner not less than four weeks before the date on which it is to take effect.

**Termination by owner**

1. The owner is entitled to terminate the agreement forthwith if, on the application of the owner, the court—

* (a)is satisfied that the occupier has breached a term of the agreement and, after service of a notice to remedy the breach, has not complied with the notice within a reasonable time; and
* ;(b)considers it reasonable for the agreement to be terminated.

1. The owner is entitled to terminate the agreement forthwith if, on the application of the owner, the court—

* (a)is satisfied that the occupier is not occupying the mobile home as the occupier’s only or main residence; and
* (b)considers it reasonable for the agreement to be terminated.

**6.**—**(1)**The owner is entitled to terminate the agreement forthwith if—

**(a)** on the application of the owner, the court has determined that, having regard to its condition, the mobile home is having a detrimental effect on the amenity of the site, and

**(b)** then, on the application of the owner, the court, having regard to its determination and to any other circumstances, considers it reasonable for the agreement to be terminated.

**(2)** Sub-paragraphs (3) and (4) apply if, on an application to the court under sub-paragraph (1)(a)—

**(a)** the court 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 court that the occupier intends to carry out those repairs.

**(3)** In such a case the court 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 court considers reasonable to enable the repairs to be carried out.

**(4)** If the court makes an interim order under sub-paragraph (3), it must not make a determination under sub-paragraph (1)(a) unless it is satisfied that the specified period has expired without the repairs having been carried out.

**Recovery of overpayments by occupier**

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

**Re-siting of mobile home**

**8.**—(1) The owner is entitled to require that the occupier’s right to station the mobile home is exercisable for any period in relation to another pitch forming part of the protected site or a pitch forming part of another protected site (“the other pitch”) if (and only if)—

**(a)** on the application of the owner, the court is satisfied that the other pitch is broadly comparable to the occupier’s original pitch and that it is reasonable for the mobile home to be stationed on the other pitch for that period; or

**(b)**the owner needs to carry out essential repair or emergency works that can only be carried out if the mobile home is moved to the other pitch for that period, and the other pitch is broadly comparable to the occupier’s original pitch.

**(2)** If the owner requires the occupier to station the mobile home on the other pitch so that the owner can replace, or carry out repairs to, the base on which the mobile home is stationed, the owner must if the occupier so requires, or the court 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 owner must pay all the costs and expenses incurred by the occupier in connection with the mobile home being moved to and from the other pitch.

**(4)** In this paragraph and in paragraph 11, “essential repair or emergency works” means—

**(a)** repairs to the base on which the mobile home is stationed;

**(b)** repairs to any outhouses and facilities provided by the owner on the pitch and to any gas, electricity, water, sewerage or other services or other amenities provided by the owner in such outhouses;

**(c** ) works or repairs needed to comply with any relevant legal requirements; or

**(d)** works or repairs in connection with restoration following flood, landslide or other natural disaster.

**Quiet enjoyment of the mobile home**

**9.**  The occupier is entitled to quiet enjoyment of the mobile home together with the pitch during the continuance of the agreement, subject to paragraphs 8, 10, 11 and 12.

**Owner’s right of entry to the pitch**

**10.**  The owner 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 owner.

**11.**  The owner may enter the pitch to carry out essential repair or emergency works on giving as much notice to the occupier (whether in writing or otherwise) as is reasonably practicable in the circumstances.

**12.**  Unless the occupier has agreed otherwise, the owner may enter the pitch for a reason other than one specified in paragraph 10 or 11 only if the owner has given the occupier at least 14 clear days’ written notice of the date, time and reason for the owner’s visit.

**13.**  The rights conferred by paragraphs 10 to 12 do not extend to the mobile home.

**The pitch fee**

**14.**  The pitch fee can only be changed in accordance with paragraph 15, either—

**(a)** with the agreement of the occupier, or

**(b)** if the court, on the application of the owner or the occupier, considers it reasonable for the pitch fee to be changed and makes an order determining the amount of the new pitch fee.

**15.**—(1) The pitch fee will be reviewed annually as at the review date.

**(2)** At least 28 clear days before the review date the owner must serve on the occupier a written notice setting out the owner’s proposals in respect of the new pitch fee.

**(3)** If the occupier agrees to the proposed new pitch fee, it is payable as from the review date.

**(4)** If the occupier does not agree to the proposed new pitch fee—

* **(a)**the owner may apply to the court for an order under paragraph 14**(b)** determining the amount of the new pitch fee;
* **(b)** the occupier must continue to pay the current pitch fee to the owner until such time as the new pitch fee is agreed by the occupier or an order determining the amount of the new pitch fee is made by the court under paragraph 14(b); and
* **(c)** the new pitch fee is payable as from the review date but the occupier is not to 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 but no later than three months after the review date.

**(6)** Sub-paragraphs (7) to (11) apply if the owner—

* **(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 the owner’s proposals in respect of a new pitch fee.

**(7)** If (at any time) the occupier agrees to the proposed pitch fee, it is payable as from the 28th day after the date on which the owner serves the notice under sub-paragraph (6)(b).

**(8)** If the occupier has not agreed to the proposed pitch fee—

* **(a)** the owner may apply to the court for an order under paragraph 14(b) determining the amount of the new pitch fee;
* **(b)** the occupier must continue to pay the current pitch fee to the owner until such time as the new pitch fee is agreed by the occupier or an order determining the amount of the new pitch fee is made by the court under paragraph 14(b); and
* **(c)** if the court makes such an order, the new pitch fee is payable as from the 28th day after the date on which the owner serves the notice under sub-paragraph (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 the owner serves the notice under sub-paragraph (6)(b) but no later than four months after the date on which the owner serves that notice.

**(10)** The court may permit an application under sub-paragraph (4)(a) or (8)(a) 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.

**(11)** The occupier is not to 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.

**16.**—(1) When determining the amount of the new pitch fee particular regard must be had to—

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

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

**(ii)** which were the subject of consultation in accordance with paragraph 20(f) and (g); and

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

* **(b)** any decrease in the amenity of the protected site since the last review date; and
* **(c)** the effect of any enactment which has come into force since the last review date.

**(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.

**17.**  When determining the amount of the new pitch fee no regard may be had to—

* **(a)** any costs incurred by the owner in connection with expanding the protected site, or
* **(b)** any costs incurred by the owner in relation to the conduct of proceedings under this Act or the agreement.

**18.**—**(1)**There is a presumption that the pitch fee will 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 16(1).

**(2)** Paragraph 16(3) applies for the purposes of this paragraph as it applies for the purposes of paragraph 16.

**Occupier’s obligations**

**19.**  The occupier must—

* (a) pay the pitch fee to the owner;
* (b) pay to the owner all sums due under the agreement in respect of gas, electricity, water, sewerage or other services supplied by the owner;
* (c) keep the mobile home in a sound state of repair;
* (d) maintain—

**(i)**the outside of the mobile home, and

**(ii)**the pitch, including all fences and outbuildings belonging to, or enjoyed with, it and the mobile home, in a clean and tidy condition; and

* (e)if requested by the owner, provide the owner with documentary evidence of any costs or expenses in respect of which the occupier seeks reimbursement.

**Owner’s obligations**

**20.**  The owner must—

* **(a)** if requested by the occupier, and on payment by the occupier of a charge of not more than £30, provide accurate written details of—

1. the size of the pitch and the base on which the mobile home is stationed; and
2. 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—

1. any new pitch fee;
2. any charges for gas, electricity, water, sewerage or other services payable by the occupier to the owner under the agreement; and
3. any other charges, costs or expenses payable by the occupier to the owner under the agreement;

* **(c)** be responsible for repairing the base on which the mobile home is stationed and for maintaining any gas, electricity, water, sewerage or other services supplied by the owner to the pitch or to the mobile home;
* **(d)** be responsible for repairing other amenities provided by the owner on the pitch including any outhouses and facilities provided;
* **(e)** 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;
* **(f)** consult the occupier about improvements to the protected site in general, and in particular about those which the owner wishes to be taken into account when determining the amount of any new pitch fee; and
* **(g)** 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.
* The owner must not do or cause to be done anything which may adversely affect the ability of the occupier to perform the occupier’s obligations under paragraph 19(c) and (d).

**21.**  For the purposes of paragraph 20(f), to “consult” the occupier means—

* (a) to give the occupier at least 28 clear days’ notice in writing of the proposed improvements which—

1. describes the proposed improvements and how they will benefit the occupier in the long and short term;
2. details how the pitch fee may be affected when it is next reviewed; and
3. 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.

**23.**  For the purposes of paragraph 20(g), 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 20(g) which—

1. describes the matters and how they may affect the occupiers either directly or indirectly in the long and short term; and
2. 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.

**Owner’s name and address**

**24.**—(1) The owner must by notice inform the occupier and any qualifying residents’ association of the address in England or Wales at which notices (including notices of proceedings) may be served on the owner by the occupier or a qualifying residents’ association.

(2) If the owner fails to comply with sub-paragraph (1), then any amount otherwise due from the occupier to the owner in respect of the pitch fee is to be treated for all purposes as not being due from the occupier to the owner at any time before the owner does so comply.

(3) Where in accordance with the agreement the owner gives any written notice to the occupier or (as the case may be) a qualifying residents’ association, the notice must contain the name and address of the owner.

(4) Where—

* (a) the occupier or a qualifying residents’ association receives such a notice, but
* (b) it does not contain the information required to be contained in it by virtue of sub-paragraph (3),

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

(5) Nothing in sub-paragraphs (3) and (4) applies to any notice containing a demand to which paragraph 25(1) applies.

**25.**—(1) Where the owner makes any demand for payment by the occupier of the pitch fee, or in respect of services supplied or other charges, the demand must contain the name and address of the owner.

(2) Where—

* (a) the occupier receives such a demand, but
* (b) it does not contain the information required to be contained in it by virtue of sub-paragraph (1),

the amount demanded is to be treated for all purposes as not being due from the occupier to the owner at any time before the owner gives that information to the occupier in respect of the demand.

**Qualifying residents’ association**

**26.**—(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 owner, who together with any agent or employee of the owner is excluded from membership;
* (d) subject to paragraph (c), 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 chair, secretary and treasurer who are elected by and from among the members;
* (g) with the exception of administrative decisions taken by the chair, 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 owner has acknowledged in writing to the secretary that the association is a qualifying residents’ association, or, in default of this, the court has so ordered.

(2) When calculating the percentage of occupiers for the purpose of sub-paragraph (1)(b), 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.

**Interpretation**

**27.**  In this Chapter—

“pitch fee” means the amount which the occupier is required by the agreement to pay to the owner 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, 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 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; and

“written statement” means the written statement that the owner of the protected site is required to give to the occupier by section 1(2) of this Act.”