

**PARK RULES , SHIREBURNE PARK ,
Licensed Residential Development Area ,
Edisford Road , Waddington , BB7 3LB**

Preface

In these rules:

- “occupier” means anyone who occupies a park home, whether under an Agreement to which the Mobile Homes Act 1983 applies or under a tenancy or any other agreement
- “you” and “your” refers to the homeowner or other occupier of a park home
- “we” and “our” refers to the park owner.

These rules are in place to ensure acceptable standards are maintained on the park, which will be of general benefit to occupiers, and to promote and maintain community cohesion. They form part of the Agreement by which homeowners occupy the pitch in accordance with the Mobile Homes Act 1983, as amended.

With one exception the rules also apply to any occupiers of park homes who rent their home.

The only rule which does not apply to occupiers who rent their home is rule 28 about the colour of the exterior of the home, as someone renting their home would not be responsible for exterior maintenance.

None of these rules is to have retrospective effect. Accordingly:

- they are to apply only from the date on which they take effect, which is 9/1/15; and
- no occupier who is in occupation on that date will be treated as being in breach due to circumstances which were in existence on that date and which would not have been a breach of the rules in existence before that date.

These rules also apply (for so long as they live on the park) to the park owner and any employees, with the exception of the following rules 12 and 23.

Condition of the Pitch

1. For reasons of ventilation and safety you must keep the underneath of your home clear and not use it as a storage space.
2. You must not erect fences or other means of enclosure unless you have obtained our approval in writing (which will not be unreasonably withheld or delayed). Taking into account the style of areas of the park . You must position fences and any other means of enclosure so as to comply with the park’s site licence conditions and fire safety requirements.
3. You must not have external fires, including incinerator.

Note:

This includes log burning or similar open real fire stoves. There have been fatalities from carbon monoxide poisoning and fire when fitting these types of stoves. The local fire officer is concerned about the risk as caravans are mainly of timber construction. HETAS are the governing body for real fire installations and have advised it is not possible to install “real fires” into caravans.

4. You must not keep inflammable substances on the park except in quantities reasonable for domestic use.

a. You must not use chemicals (eg sodium hypochlorite solution) on the park except those reasonable for domestic use.

b. You must not use unsuitable domestic chemicals which could damage the parks sewage system.

c. You must not put anything down toilets that may damage the sewage system eg. Toilet wipes.

5. You must not keep or use explosive substances on the park.

Storage

6. You must not have more than one storage shed on the pitch. Where you source the shed yourself the design, standard and size of the shed must be approved by us in writing (approval will not be withheld or delayed unreasonably). You must position the shed so as to comply with the park's site licence and fire safety requirements. We will never approve a shed exceeding *1.83mx1.83mx1.88m high (6ft x 6ft x 6ft2")* unless in our reasonable opinion the pitch will accommodate a larger shed without detracting from the amenity of the site or of any neighbouring pitch.

7. You must not have any storage receptacle on the pitch other than the shed mentioned in rule 6.

8. You must ensure that any shed or other structure erected in the separation space between park homes is of non-combustible construction and positioned so as to comply with the park's site licence conditions and fire safety requirements. The separation space is the space between your park home and any neighbouring home.

Refuse

9. You are responsible for the disposal of all household, recyclable and garden waste in approved containers through the local authority service. You must not overfill containers and must place waste in the bins provided in the approved position for the local authority collections. You must not use these bins for commercial waste or large oversized items e.g. electrical items, TVs, white goods, ironing boards, beds or furniture.

10. You must not deposit any waste or rubbish other than in local authority approved containers on any part of the park (including any individual pitch).

Business Activities

11. You must not use the park home, the pitch or the park (or any part of the park) for any business purpose, and you must not use the park home or the pitch for the storage of stock, plant, machinery or equipment used or last used for any business purpose. However you are at liberty to work individually from home by carrying out any office work of a type which does not create a nuisance to other occupiers and does not involve other staff, other workers, customers, or members of the public calling at the park home or the park.

Age of Occupants

12. No person under the age of 50 years may reside in a park home, *with the exception of the park owner and their family, the park warden/ employees and family.*

Noise Nuisance

13. You must not use musical instruments, all forms of recorded music players, radios and other similar appliances and motor vehicles so as to cause a nuisance to other occupiers, especially between the hours of 10.30pm and 8.00am.

Pets

14. You must not keep any pets or animals except the following:

- Not more than 2 dogs (other than any of the breeds subject to the Dangerous Dogs Act 1991 which are not permitted at all). You must keep any dog under proper control and you must not permit it to frighten other users of the park.

- You must keep any dog on a leash and must not allow it to despoil the park.
- Any fouling made by a dog must be removed immediately by the dog's owner.
- Not more than 2 budgerigar(s) or similar which you must keep within the park home.
- You must not keep any other pet or animal at the park home or on the pitch except those which are housed in a cage, aquarium or similar and remain at all times within your home.

Note

The express terms of a homeowner's agreement contain an undertaking on the part of the homeowner not to allow anything which is or becomes a nuisance, inconvenience or disturbance to other occupiers at the park and this undertaking extends to the behaviour of pets and animals. A similar requirement not to cause a nuisance applies to tenants, and again this includes the behaviour of pets and animals.

Note

These rules do not have retrospective effect. If the keeping of the pet complied with the previous rules, an occupier will not be treated as being in breach when these rules take effect. However, when the pet dies or leaves it can only be replaced if this would comply with these rules.

15. Nothing in rule 14 of these Park Rules prevents you from keeping an assistance dog if this is required to support your disability and Assistance Dogs UK or any successor body has issued you with an Identification Book or other appropriate evidence.

Water

16. Where water is not separately metered at the park home the homeowner must use hose pipes conservatively. (Use of jet washers is permitted)

17. You must only use fire fighting equipment in case of fire.

18. You must protect all external water pipes from potential frost damage.

Vehicles and parking

19. You must drive all vehicles on the park carefully and within the displayed speed limit.

20. You must not park or allow to be parked any touring caravan, motorhome, boat or trailer on any part of the park.

21. You must not park on the roads or grass verges or block any turning points.

22. You must not park anywhere except in the parking space(s) allocated to your home.

23. Other than for delivering goods and services, you must not park or allow parking of commercial vehicles of any sort on the park, including:

- light commercial or light goods vehicles as described in the vehicle taxation legislation and vehicles intended for domestic use but derived from or adapted from such a commercial vehicle.

- *with the exceptions of commercial vehicles operated by the park owner and their family, the park warden etc.*

24. You must hold a current driving licence and be insured to drive any vehicle you own on the park. You must also ensure that any vehicle you drive on the park is taxed in accordance with the requirements of law and is in a roadworthy condition.

25. Disused or un-roadworthy vehicles must not be kept anywhere on the park. We reserve the right to remove any vehicle which is apparently abandoned.

26. You must not carry out the following works or repairs on the park:

- (a) major vehicles repairs involving dismantling of part(s) of the engine
- (b) works which involve the removal of oil or other fuels.

Weapons

27. You must not use or display guns, firearms and offensive weapons (including crossbows) on the park and you may only keep them on the pitch or in your home if you hold the appropriate licence and they are securely stored in accordance with that licence.

External Decoration

28. Homeowners must maintain the outside of their park home in a clean and tidy condition. Where the exterior is repainted or recovered homeowners must use reasonable endeavours not to depart from the original exterior colour-scheme, or to use another pastel shade which does not detract from the amenity of the site or of any neighbouring pitch.

Trees and Woodland

29. Shireburne Park is protected by 'Tree Preservation Order'. Trees must not be cut down or pruned without prior consent. No wild plants bushes or flowers are to be removed or destroyed without prior consent. Some of the flora and fauna are protected by the Wildlife and Countryside act.

Utility safety regulations

30. You must not attempt to work on the parks electrical, gas or water systems, there is strict guidance and regulations to be followed and these are park property. No wiring is to be made directly into any electrical boxes. All electrical work is to be carried out by qualified electricians with suitable insurance cover. You will be charged for any call out due to faulty wiring done by yourself or for any faulty appliances in your park home/ caravan.

Note It is regarded essential by reputable "gas safe " engineers to annually service gas appliances to maintain the safe working order and efficient running of gas appliances. There is no legal requirement for an owner occupied home to have the appliances checked annually. As owners of the park we believe it sensible to advise residents to be safe in their caravans but it is the individual home owner to decide to have their gas appliances serviced and checked by an LPG qualified, gas safe registered engineer.

Fire fighting equipment

31. Your caravan is to be equipped with adequate fire fighting equipment as a minimum this should be 1kg dry powder type fire extinguisher, smoke detector(s) and fire blanket. All equipment must be maintained in a good condition and full working order. It is your responsibility to ensure that all occupants of your caravan are familiar with the location of the fire points and the contents of the fire notices which are displayed at each point. Following consultation from the local fire brigade, personal safety is paramount, their advice is GET OUT, STAY OUT, CALL US OUT.

Cycling and ball games

32. Cycling on walkways is prohibited. Ball games, skateboards, roller skates and roller blades must not be used in the vicinity of pitches.

Insurance

33. A copy of your current insurance certificate is to be held in the park office and replaced annually.

Inspection Chambers

34. Whilst doing any ground work around a caravan, please ensure that no inspection chambers are covered. If we find it necessary to re-instate any chambers you may liable for a charge.

Health and Safety

35. Contractors must provide a written risk assessment and method statement prior to commencing any work including but not limited to:

Groundwork outside

Electrical work e.g. installation of garden lights or lanterns

Any building work (this includes family members or friends)

Copies of contractor's public liability insurance are to be provided to the office with plans of any work to be carried out.

Note; Metal stakes are not to be placed in the ground without prior approval. Please write to the office with a drawing of where it is to be placed. Trenches and holes are to be dug by hand not using machinery. This is to prevent damage to utilities underground.

The site owner's approval will not unreasonably be withheld or delayed.

36. You must take all reasonable steps to ensure that your guests comply with these rules.

Copy from
Shireburn Caravan
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 SITE AND TELLS YOU ABOUT THE RIGHTS GIVEN YOU BY LAW. IF THERE IS ANYTHING YOU DO NOT UNDERSTAND YOU SHOULD GET ADICE (FOR EXAMPLE FROM A SOLICITOR OR A CITIZENS ADVICE BUREAU).

Part 1

1. You have an agreement to which the Mobile Homes Act 1983 applies.
 2. The parties to the agreement are:-
.....
.....
(name and address of mobile home occupier)
.....
.....
(name and address of site owner)
 3. The agreement commenced on
(fill in date)
 4. The particulars of the land on which you are entitled to station your mobile home are
.....
 5. The site owner's estate or interest in the land will end on
Cross out words in square brackets if they do not apply
.....; or
(fill in date)
- The site owner's planning permission for the site will end on
.....
(fill in date)

This means that your right to stay on the site will not continue after that date unless the site owner's interest or planning permission is extended.

Part 11

INFORMATION

1. Because you have an agreement with a site owner which entitles you to keep your mobile home on his site and live in it as your home, the Mobile Homes Act 1983 gives you certain rights, affecting in particular your security of tenure and the sale of your mobile home.
2. These rights, which are contained in the implied terms set out in Part III of this statement, apply automatically and cannot be overridden, so long as your agreement continues to be one to which the Act applies.
3. A full explanation of your rights can be found in the booklet "Mobile Homes" produced jointly by the Department of the Environment, the Welsh Office and the Scottish Development Department. From 1st August 1983 the booklet is available free from Council offices and housing aid centres and you are advised to read it.
4. If you are not sure what any of the terms of your agreement mean or how they will work in future you should get advice at once from solicitor or citizen's advice bureau.
5. If you are not happy with any of the express terms of your agreement (as set out in Part IV of this statement) you should discuss them with the site owner, who may agree to change them. But if you are still not satisfied you can challenge the agreement in two ways, as explained in paragraphs 6 to 9 below, provided you do so within six months of the time you are given this statement.
6. A challenge can be made either in the county court (in Scotland, the sheriff court) or before an arbitrator (in Scotland, an arbiter). You can:-
 - (a) Ask for any of the express terms of the agreement (those set out in Part IV of this statement) to be changed or deleted;
 - (b) Ask for further terms to be included in the agreement concerning the matters set out in Part II of Schedule 1 to the Act (see paragraph 9 below)

The site owner can also go to court or to an arbitrator to ask for the agreement to be changed in these ways.

7. The appointment of an arbitrator may be provided for in one of the express terms they consider just and equitable in the circumstances. If not, you and the site owner can still agree in writing to appoint an arbitrator to settle a dispute between you.
8. The court or the arbitrator must make an order on terms they consider just and equitable in the circumstances. If you wish to challenge your agreement, you should get advice from a solicitor or citizens advice bureau.
9. The matters set out in Part II of Schedule I to the Act are as follows :-
 - (a) the right of the occupier to quiet enjoyment, or in Scotland, undisturbed possession of the mobile home;
 - (b) the sums payable by the occupier in pursuance of the agreement and the times at which they are to be paid;
 - (c) the review at yearly intervals of the sums so payable;

- (d) the provision or improvement of services available on the protected site, and the use by the occupier of such services;
- (e) the preservation of the amenity of the protected site
- (f) the maintenance and repair of the protected site by the owner, and the maintenance and repair of the mobile home by the occupier;
- (g) access by the owner to the land on which the occupier is entitled to station the mobile home.

10. If no application to court or an arbitrator is made within the six months time limit, 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.

Part 111

IMPLIED TERMS

Under the Act, certain terms must be contained in your Agreement.

This part of the Statement sets out those terms

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 paragraph 3, 4, 5 or 6 below.

2. - (1) If the owner's estate or interest is insufficient to enable him to grant the right for an indefinite period, the period for which the right subsists shall 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 had 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 owner not less than four weeks before the date on which it is to take effect.

Termination by Owner

4. The owner shall be entitled to terminate the agreement forthwith, it, 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.

5. The owner shall be entitled to terminate the agreement forthwith if on the application of the owner, the court is satisfied that the occupier is not occupying the mobile home as his only or main residence.

6. – (1) The owner shall be entitled to terminate the agreement at the end of a relevant period if, on the application of the owner, the court is satisfied that, having regard to its age and condition, the mobile home –

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

(b) is likely to have such an effect before the end of the next relevant period.

(2) In sub-paragraph (1) above, the “relevant period” means the period of five years beginning with the commencement of the agreement and each succeeding period of five years.

Recovery of overpayments by the Occupier

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

Sale of Mobile Home

8. – (1) The occupier shall be entitled to sell the mobile home and to assign the agreement to a person approved of by the owner, whose approval shall not be unreasonably withheld.

(2) Where the occupier sells the mobile home, and assigns the agreement, as mentioned in sub-paragraph (1) above, the owner shall be entitled to receive a commission on the sale at a rate not exceeding such rate as may be specified by an order made by the Secretary of State.

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

Gift of Mobile Home

9. The occupier shall be entitled to give the mobile home, and to assign the agreement to a member of his family approved by the owner whose approval shall not be unreasonably withheld.

Re-siting of Mobile Home

10. If the owner is entitled to require that the occupier’s right to station the mobile home shall be exercisable for any period in relation to other land forming part of the protected site –

(a) that other land shall be broadly comparable to the land on which the occupier was originally entitled to station the mobile home; and

(b) all costs and expenses incurred in consequence of the requirement shall be paid by the owner.

Part 1v

EXPRESS TERMS OF THE AGREEMENT

This part of the statement sets out the terms of the Agreement settled between you and the Site Owner in addition to the implied terms.

- | | |
|------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Right to station mobile home by occupier | 1. The owner permits the occupier to station the mobile home details of which appear in the First Schedule on the pitch and to occupy the same and to have the right to use such communal and recreational facilities as may be provided upon park for himself, members of his permanent household and bona fide guests. |
| Access by owner | 2. The owner shall be permitted to have reasonable access to the pitch and shall have the right if necessary to move the mobile home to another part of the park for the purpose of carrying out essential works on the pitch or the park PROVIDED that the alternative pitch shall be broadly comparable to the land on which the occupier was originally entitled to station the mobile home and all costs and expenses incurred in consequence of the requirement shall be paid by the owner. |
| Occupier's undertakings | 3. THE occupier undertakes with the owner as follows:- |
| To pay pitch fee | (a) To pay to the owner an annual pitch fee of
subject to review as hereinafter provided
by equal payments in advance
on the day of each |
| To pay outgoings | (b) To pay and discharge all general and / or water rates which may from time to time be assessed charged or payable in respect of the mobile home or the pitch (and / or a proportionate part thereof where the same are assessed in respect of the residential part of the park) and charges in respect of electricity gas water telephone and other services. |
| Occupation of Mobile home | (c) Not to permit a greater number of persons than the number of berths mentioned in the first schedule hereto to reside in the mobile home. |
| Use of mobile home | (d) Not to use the mobile home otherwise than as his only or main private residence for himself and the members of his permanent household and bona fide guest and not without the previous written consent of the owner to use the mobile home or the pitch or any part thereof for business purposes. |
| To repair mobile home | (e) To keep the mobile home in a sound state of repair and condition and to keep the exterior thereof clean and tidy PROVIDED ALWAYS that if the occupier fails to comply with the terms of this clause then the owner may give 28 days notice in writing requiring the occupier to comply with such terms and if the occupier has not taken all reasonable steps to comply with this clause within such period then upon the expiry thereof the owner may enter upon the pitch and carry out such work as may be necessary and the cost of all such work shall be payable by the occupier forthwith. |

- To maintain pitch
- (f) To keep the pitch and all fences sheds outbuildings and gardens thereon in a neat and tidy condition PROVIDED ALWAYS that if the occupier fails to comply with the terms of this clause then the owner may give 28 days notice in writing requiring the occupier to comply with such terms and if the occupier has not taken all reasonable steps to comply with this clause within such period then upon the expiry thereof the owner may enter upon the pitch and carry out such work as may be necessary and the costs of such work shall be payable by the occupier forthwith.
- Not to build
- (g) Not without the written consent of the owner to carry out any building works or erect any porches sheds garages outbuildings fences or other structures on the pitch.
- Not to cause breach of site licence or other regulations
- (h) Not to do or cause to be done anything upon any part of the park which would constitute a breach of any of the conditions of any site licence applicable from time to time to the park and to comply with any enactments orders regulations and bye-laws which relate to the park the pitch or the mobile home whether national local or any other competent authority.
- To comply with park rules
- (j) To comply with the park rules from time to time in force a copy of the current park rules being annexed hereto:-
- (k) Not to do or suffer or permit to be done on the park or the pitch any act or thing which shall or may:-
- Not to cause a nuisance
- (i) be or become a nuisance or cause annoyance inconvenience or disturbance to the owner or other occupiers on the park or cause damage to property belonging to the owner or such other occupiers.
- Not to prejudice Insurance
- (ii) render any increased or extra premium payable for the owner's third party insurance of the park or which may make void or voidable any policy of such insurance.
- To indemnify owner
- (l) To indemnify the owner and keep him indemnified from and against all actions proceedings and claims by third parties in respect of any loss or damage or liability caused by or arising out of any wilful neglect or default of the occupier and members of his permanent household bona fide guests or visitors.
- To permit entry
- (m) To permit the owner his servants and agents with or without workmen at all Reasonable hours to enter upon the pitch for the purpose of :-
- (i) inspecting and maintaining the services provided at the park
- (ii) inspecting and maintaining and repairing fences sheds and outbuildings whether the property of the owner or otherwise.
- (iii) ascertaining whether there is or has been any breach of the agreement
- (iv) removing the mobile home in accordance with the rights in that regard contained in clause 2 of this part of the written statement.

- To produce notices (n) Forthwith to produce to the owner a copy of any notice from any local authority or statutory body received by him or by any person acting on his behalf affecting or likely to affect the park and take all reasonable steps to comply with all requirements of such notice.
- To leave pitch tidy (p) Within 14 days of the expiration or sooner termination in the manner provided by Part III of this written statement of the agreement to remove from the pitch the mobile home and all articles thereon or therein belonging to the occupier and to leave the pitch in a clean and tidy state and condition and to leave undisturbed and undamaged any shrubs bushes or trees thereon PROVIDED ALWAYS that if the mobile home shall not have been removed within such 14 day period as aforesaid the owner shall be entitled to remove the mobile home and the contents thereof from the park and to sell the same by public auction for such price as the owner or his agent shall think fit and after payment of all expenses in connection with such removal and sale and all sums due from the occupier to the owner any surplus monies shall be payable to the occupier within a period of three calendar months from the date of the said sale shall be placed upon a deposit account at the bank of the owner in the joint names of the owner and the occupier and any interest earned upon such deposit account shall be shared equally.
- To insure (q) To insure and keep insured the mobile home with a member of the British Insurance Association against loss or damage by fire and liability to third parties and such other risks as the owner may from time to time reasonably require and to produce to the owner upon request the policy of insurance and such evidence as the owner may reasonably require that the policy is valid.
- Owner's undertakings 4. THE owner undertakes with the occupier as follows:-
- To maintain park (a) To keep and maintain those parts of the park which are not the responsibility of the occupier hereunder or of other occupiers of other pitches on the park in a good state of repair and condition.
- Amendment of park rules (b) Not to add to or amend the park rules except in accordance with the following provisions :-
- (i) the owner shall give 28 days notice of any additions or amendments he proposes either by displaying the same on the park notice board or by supplying copies thereof to each occupier.
 - (ii) if within such period of 28 days as aforesaid at least one third of the occupiers shall deliver to the owner a written request that a meeting shall be called to discuss the proposals then the owner shall either withdraw them or by giving reasonable notice convene a meeting of the occupiers to consider the proposals in detail and to vote upon the same the issue to be determined by a simple majority of those occupiers voting.
 - (iii) if no such written request is delivered to the owner within such 28 day period as aforesaid then a majority of the occupiers shall be deemed to have accepted them and they shall come into force immediately on the expiry of such 28 day period.

To maintain services and facilities

(c) At all times during the currency of the agreement to use his best endeavours to provide and maintain the facilities and services available to the pitch at the date hereof or such further services as may from time to time be provided to keep the same in proper working order PROVIDED ALWAYS that the owner shall not be liable for any temporary failure or lack of such facilities and services if attributable to any breakdown or to any cause whatsoever outside the owners control.

To insure

(d) To insure and keep insured the park against third party liability and to have available for inspection by the occupier at all reasonable times the policy of such insurance.

Quiet enjoyment

(e) That the occupier duly paying the pitch fee and observing and performing the undertakings herein contained and on the part of the occupier to be observed and performed shall and may peaceably and quietly occupy and enjoy the pitch during the continuance of the agreement.

Mode of removal of mobile home

5. AFTER the termination of the agreement in the manner provided by Part III of this written statement the mobile home shall not be removed from the pitch except by or under the supervision of the owner or his duly authorised agent who shall seal off all the service connections provided by the owner on the pitch and the occupier shall pay all reasonable costs incurred in connection with such removal.

Responsibility for siting mobile home

6. NO mobile home shall be sited on any pitch otherwise than by or through the agency of the owner who shall be responsible for siting such mobile home and for connecting it to all services on the pitch and the occupier or his/her assignee shall forthwith pay such charges for such work as the owner shall determine.

Review of pitch fee

7. (a) On the review date namely the _____ day of _____ in each year the amount of the annual pitch fee shall be reviewed and in determining the amount of the reviewed pitch fee regard shall be had to:-
- (i) the Index of Retail Prices
 - (ii) sums expended by the owner for the benefit of the occupiers of mobile homes on the park
 - (iii) any other relevant factors including the effect of legislation applicable to the operation of the park
- (b) The pitch fee payable during year immediately preceding the review date shall continue to be paid following that review date until a new pitch fee has been determined and within 14 days of such amount whereby the pitch fees so determined shall in respect of the period from the review date until payment exceed the pitch fee payable immediately before the review date.
- (c) A note of the reviewed pitch fee shall be endorsed hereon in the form set out in the Second Schedule.

Method and form of assignment

8. PRIOR to any sale and assignment written notice shall be given to the owner by the occupier and all terms and conditions on the part of the occupier hereinbefore mentioned shall have been duly observed and performed to the reasonable satisfaction of the owner and all sums due hereunder to the owner shall have been paid to him in full by the occupier. Any assignment of the agreement shall be effected by the execution by the owner the occupier and the assignee of the form of assignment set out in the Third Schedule.

Marginal and Notes

9. The marginal notes hereto are inserted for convenience of reference only shall not in any manner affect the construction meaning or effect of anything herein contained or govern the rights and liabilities of the parties hereto.

Definition of Park

10. IN Part IV of the written statement the “park” shall mean the “protected site”

The First Schedule

Description of Mobile Home

The Occupier's Mobile Home is that details of which are given below:-

Make:

Model:

Serial No.:

Year of Manufacture:

Specified number of permanent berths:

Length and width of Mobile Home:

(ms
(ft

(ms
(ft

Name of Company with which the Occupier's Mobile Home is insured:

Policy No.:

Renewal Date:

The Second Schedule

ENDORSEMENT OF REVIEWED PITCH FEE

1. On _____ 20____ the annual pitch fee payable hereunder was reviewed on accordance with express term 7 hereof and it was agreed by the owner and the occupier that the annual pitch fee payable during the review period would be £ _____ pounds)

Signed(owner)

Signed(occupier)

2. On _____ 20____ the annual pitch fee payable hereunder was reviewed in accordance with express term 7 hereof and it was agreed by the owner and the occupier that the annual pitch fee payable during the review period would be £ _____ pounds)

Signed(owner)

Signed(occupier)

3. On _____ 20____ the annual pitch fee payable hereunder was reviewed in accordance with express term 7 hereof and it was agreed by the owner and the occupier that _____ the annual pitch fee payable during the review period would be £ _____ pounds)

Signed(owner)

Signed(occupier)

4. On _____ 20____ the annual pitch fee payable hereunder was reviewed in accordance with express term 7 hereof and it was agreed by the owner and the occupier that the annual pitch fee payable during the review would be £ _____ pounds)

Signed(owner)

Signed(occupier)

5. On _____ 20____ the annual pitch fee payable hereunder was reviewed in accordance with express term 7 hereof and it was agreed by the owner and the occupier that the annual pitch fee payable during the review period would be £ _____ pounds)

Signed(owner)

Signed(occupier)

6. On _____ 20____ the annual pitch fee payable hereunder was reviewed in accordance with express term 7 hereof and it was agreed by the owner and the occupier that the annual pitch fee payable during the review period would be £ _____ pounds)

Signed(owner)

Signed(occupier)

ENDORSEMENT OF REVIEWED PITCH FEE

7. On 20 the annual pitch fee payable hereunder was reviewed on accordance with express term 7 hereof and it was agreed by the owner and the occupier that the annual pitch fee payable during the review period would be £ (pounds)

Signed(owner)

8. On 20 the annual pitch fee payable hereunder was reviewed in accordance with express term 7 hereof and it was agreed by the owner and the occupier that the annual pitch fee payable during the review period would be £ (pounds)

Signed(occupier)

Signed(owner)

9. On 20 the annual pitch fee payable hereunder was reviewed in accordance with express term 7 hereof and it was agreed by the owner and the occupier that the annual pitch fee payable during the review period would be £ (pounds)

Signed(occupier)

Signed(owner)

10. On 20 the annual pitch fee payable hereunder was reviewed in accordance with express term 7 hereof and it was agreed by the owner and the occupier that the annual pitch fee payable during the review would be £ (pounds)

Signed(occupier)

Signed(owner)

11. On 20 the annual pitch fee payable hereunder was reviewed in accordance with express term 7 hereof and it was agreed by the owner and the occupier that the annual pitch fee payable during the review period would be £ (pounds)

Signed(occupier)

Signed(owner)

12. On 20 the annual pitch fee payable hereunder was reviewed in accordance with express term 7 hereof and it was agreed by the owner and the occupier that the annual pitch fee payable during the review period would be £ (pounds)

Signed(occupier)

Signed(owner)

Signed(occupier)

ENDORSEMENT OF REVIEWED PITCH FEE

13. On 20 the annual pitch fee payable hereunder was reviewed on accordance with express term 7 hereof and it was agreed by the owner and the occupier that the annual pitch fee payable during the review period would be £ (pounds)

Signed(owner)

Signed(occupier)

14. On 20 the annual pitch fee payable hereunder was reviewed in accordance with express term 7 hereof and it was agreed by the owner and the occupier that the annual pitch fee payable during the review period would be £ (pounds)

Signed(owner)

Signed(occupier)

15. On 20 the annual pitch fee payable hereunder was reviewed in accordance with express term 7 hereof and it was agreed by the owner and the occupier that the annual pitch fee payable during the review period would be £ (pounds)

Signed(owner)

Signed(occupier)

16. On 20 the annual pitch fee payable hereunder was reviewed in accordance with express term 7 hereof and it was agreed by the owner and the occupier that the annual pitch fee payable during the review would be £ (pounds)

Signed(owner)

Signed(occupier)

17. On 20 the annual pitch fee payable hereunder was reviewed in accordance with express term 7 hereof and it was agreed by the owner and the occupier that the annual pitch fee payable during the review period would be £ (pounds)

Signed(owner)

Signed(occupier)

18. On 20 the annual pitch fee payable hereunder was reviewed in accordance with express term 7 hereof and it was agreed by the owner and the occupier that the annual pitch fee payable during the review period would be £ (pounds)

Signed(owner)

Signed(occupier)

The Third Schedule - form of Assignment

THIS ASSIGNMENT is made the _____ day of _____
BETWEEN _____ (hereinafter called "the
occupier") of the first part
(Hereinafter called "the owner") of the second part
of _____
(Hereinafter called "the assignee") of the third part

WHEREBY

1, In consideration of [the sum of £ _____ (_____ pounds)
paid by the assignee to the occupier receipt whereof the occupier hereby acknowledges and] the
undertakings on the part of the assignee hereinafter contained the occupier hereby assigns to the assignee
the benefits of the agreement dated the _____ day of _____ 20____
the terms and conditions of which are set forth in the statement pursuant to the Mobile Homes (Written
Statement) Regulations 1983 annexed hereto SUBJECT hereafter to the payment by the assignee of the
pitch fee therein mentioned and the performance and observance by the assignee of the terms and
conditions on the part of the occupier therein contained

2. The assignee hereby undertakes with the occupier as follows:-

- (a) That the assignee and the persons deriving title under him will at all times hereafter duly pay all sums becoming due under the said agreement and observe and perform all the terms and conditions on the part of the occupier set forth within the said statement
- (b) That the assignee and the persons deriving title under him will at all times from the date hereof save harmless and keep indemnified the occupier and his estate and effects from and against all proceedings costs claims and expenses on account of any omission to make the said payments or any breach of any of the said terms and conditions

3. IN consideration of these presents the assignee hereby undertakes with the owner that the assignee and his successors in title will pay all sums due from the occupier to the owner under the said agreement and will observe and perform all the terms and conditions on the part of the occupier.

4. IT is hereby acknowledged that the owner accepts no liability for:-

- (a) Any statement representations or warranties of whatsoever nature made by the occupier regarding the mobile home its installations and/or contents
- (b) The condition of the mobile home its installation and/or contents
- (c) The reasonableness of the price paid by the assignee to the occupier

AS WITNESS the hands of the parties hereto the day and year first before written

**SIGNED BY }
(the occupier) in the presence of: -) }**

**SIGNED BY the said }
(owner) duly authorised for and on behalf }
of the owner in the presence of: - }**

**SIGNED BY the said }
(assignee) in the presence of: - }**