

## SCHEDULE 2

### TERMS OF MOBILE HOME AGREEMENTS

#### PART 1

#### TERMS IMPLIED BY ACT

#### CHAPTER 4

#### AGREEMENTS RELATING TO PERMANENT PITCHES ON LOCAL AUTHORITY GYPSY AND TRAVELLER SITES

##### *Owner's other obligations*

- 52 (1) 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—
    - (i) the size of the pitch and the base on which the mobile home is stationed, and
    - (ii) the location of the pitch and the base within the protected site, and such details must include measurements between identifiable fixed points on the protected site and the pitch and the base,
  - (b) if requested by the occupier, provide (free of charge) documentary evidence in support and explanation of—
    - (i) any new pitch fee,
    - (ii) any charges for gas, electricity, water, sewerage or other services payable by the occupier to the owner under the agreement, and
    - (iii) 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.
- (2) For the purposes of sub-paragraph (1)(f), to “consult” the occupier means—
- (a) to give the occupier at least 28 clear days' notice in writing of the proposed improvements which—

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*Status: This is the original version (as it was originally enacted).*

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- (i) describes the proposed improvements and how they will benefit the occupier in the long and short term,
    - (ii) details how the pitch fee may be affected when it is next reviewed, and
    - (iii) states when and where the occupier can make representations about the proposed improvements, and
  - (b) to take into account any representations made by the occupier about the proposed improvements, in accordance with paragraph (a)(iii), before undertaking them.
- (3) For the purposes of sub-paragraph (1)(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 sub-paragraph (1)(g) which—
    - (i) describes the matters and how they may affect the occupiers either directly or indirectly in the long and short term, and
    - (ii) states when and where the association can make representations about the matters, and
  - (b) to take into account any representations made by the association, in accordance with paragraph (a)(ii), before proceeding with the matters.