

*Status: Point in time view as at 01/10/2014.*

*Changes to legislation: There are currently no known outstanding effects for the Mobile Homes (Wales) Act 2013, CHAPTER 3. (See end of Document for details)*

## SCHEDULE 2

### TERMS OF MOBILE HOME AGREEMENTS

#### PART 1

#### TERMS IMPLIED BY ACT

#### CHAPTER 3

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

##### *Duration of agreement*

- 26 Subject to paragraph 27 the right to station the mobile home on the transit pitch subsists until—
- (a) the fixed period set out in the agreement expires, or
  - (b) termination of the agreement under paragraph 28 or 29,
- whichever is sooner.

##### **Commencement Information**

**II** Sch. 2 para. 26 in force at 1.10.2014 by S.I. 2014/11, art. 3(1)(d) (with art. 4)

- 27 (1) If the owner's estate or interest is insufficient to enable the owner to grant the right for the fixed period set out in the agreement, 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 planning permission for the use of the protected site as a site for mobile homes has been granted in terms such that it requires the owner to limit the duration of stay for mobile homes on the site, the period for which the right subsists does not extend beyond that duration.

##### **Commencement Information**

**I2** Sch. 2 para. 27 in force at 1.10.2014 by S.I. 2014/11, art. 3(1)(d) (with art. 4)

##### *Termination*

- 28 The occupier is entitled to terminate the agreement before the expiry of the fixed period set out in the agreement by notice in writing given to the owner.

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**Commencement Information**

**I3** Sch. 2 para. 28 in force at 1.10.2014 by S.I. 2014/11, art. 3(1)(d) (with art. 4)

- 29 The owner is entitled to terminate the agreement before the expiry of the fixed period set out in the agreement—
- (a) without being required to show any reason, by giving written notice not less than 4 weeks before the date on which that notice is to take effect, or
  - (b) immediately, where—
    - (i) 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
    - (ii) the owner considers it reasonable for the agreement to be terminated.

**Commencement Information**

**I4** Sch. 2 para. 29 in force at 1.10.2014 by S.I. 2014/11, art. 3(1)(d) (with art. 4)

*Recovery of overpayments by occupier*

- 30 Where the agreement is terminated as mentioned in paragraph 28 or 29, 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.

**Commencement Information**

**I5** Sch. 2 para. 30 in force at 1.10.2014 by S.I. 2014/11, art. 3(1)(d) (with art. 4)

*Quiet enjoyment of the mobile home*

- 31 The occupier is entitled to quiet enjoyment of the mobile home together with the pitch during the continuance of the agreement, subject to paragraph 32.

**Commencement Information**

**I6** Sch. 2 para. 31 in force at 1.10.2014 by S.I. 2014/11, art. 3(1)(d) (with art. 4)

*Owner's right of entry to the pitch*

- 32 (1) The owner may enter the pitch without prior notice between the hours of 9 am and 6 pm —
- (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.

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- (2) 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.
- (3) In this paragraph “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.
- (4) Unless the occupier has agreed otherwise, the owner may enter the pitch for a reason other than one specified in sub-paragraph (3) or (2) only if the owner has given the occupier at least 14 clear days' written notice of the date, time and reason for the visit.
- (5) The rights conferred by this paragraph do not extend to the mobile home.

#### **Commencement Information**

**I7** Sch. 2 para. 32 in force at 1.10.2014 by S.I. 2014/11, art. 3(1)(d) (with art. 4)

#### *Owner's name and address*

- 33
- (1) The owner must by notice inform the occupier of the address in England or Wales at which notices (including notices of proceedings) may be served on the owner by the occupier.
  - (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 complies with sub-paragraph (1).
  - (3) Where in accordance with the agreement the owner gives any written notice to the occupier the notice must contain the name and address of the owner.
  - (4) Where—
    - (a) the occupier 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 in respect of the notice.
  - (5) Nothing in sub-paragraphs (3) and (4) applies to any notice containing a demand to which paragraph 34(1) applies.

#### **Commencement Information**

**I8** Sch. 2 para. 33 in force at 1.10.2014 by S.I. 2014/11, art. 3(1)(d) (with art. 4)

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- 34 (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.

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**Commencement Information**

**19** Sch. 2 para. 34 in force at 1.10.2014 by S.I. 2014/11, art. 3(1)(d) (with art. 4)

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