

## SCHEDULES

### SCHEDULE 1

Section 2.

#### AGREEMENTS UNDER ACT

#### PART I

##### TERMS IMPLIED BY ACT

###### *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 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 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 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.
- 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—

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*Status: This is the original version (as it was originally enacted).*

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- (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 " 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 occupier*

7 Where the agreement is terminated as mentioned in paragraph 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.
- (3) An order under this paragraph—
- (a) shall be made by statutory instrument which shall be subject to annulment in pursuance of a resolution of either House of Parliament; and
  - (b) may make different provision for different areas or for sales at different prices.

*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 II

### MATTERS CONCERNING WHICH TERMS MAY BE IMPLIED BY COURT

- 1 The right of the occupier to quiet enjoyment or, in Scotland, undisturbed possession of the mobile home.
- 2 The sums payable by the occupier in pursuance of the agreement and the times at which they are to be paid.
- 3 The review at yearly intervals of the sums so payable.
- 4 The provision or improvement of services available on the protected site, and the use by the occupier of such services.
- 5 The preservation of the amenity of the protected site.
- 6 The maintenance and repair of the protected site by the owner, and the maintenance and repair of the mobile home by the occupier.
- 7 Access by the owner to the land on which the occupier is entitled to station the mobile home.