



OFFERYNNAU STATUDOL
CYMRU

WELSH STATUTORY
INSTRUMENTS

2014 Rhif 1763 (Cy. 178)

2014 No. 1763 (W. 178)

**CARTREFI SYMUDOL,
CYMRU**

MOBILE HOMES, WALES

**Rheoliadau Cartrefi Symudol
(Gwerthu a Rhoi yn Anrheg)
(Cymru) 2014**

**The Mobile Homes (Selling and
Gifting) (Wales) Regulations 2014**

NODYN ESBONIADOL

EXPLANATORY NOTE

(Nid yw'r nodyn hwn yn rhan o'r Rheoliadau)

(This note is not part of the Regulations)

Mae'r Rheoliadau hyn yn gwneud darpariaeth fanwl ynghylch gwerthu a rhoi cartrefi symudol yn anrheg ac aseinio cytundebau o dan ddarpariaethau yn Rhan 4 o Ddeddf Cartrefi Symudol (Cymru) 2013 ("Deddf 2013").

These Regulations make detailed provision in relation to the selling and gifting of mobile homes and the assignment of agreements under provisions in Part 4 of the Mobile Homes (Wales) Act 2013 ("the 2013 Act").

Mae Rheoliad 3 yn rhagnodi'r wybodaeth a'r dogfennau y mae'n rhaid i feddiannwr cartref symudol eu darparu i brynwr arfaethedig (y cyfeirir ato fel "y meddiannydd arfaethedig") cyn y gellir cwblhau gwerthiant. Mae Atodlen 1 yn rhagnodi ar ba ffurf y mae'n rhaid i'r wybodaeth honno gael ei darparu.

Regulation 3 prescribes the information and documents which the occupier of a mobile home must provide to a prospective purchaser (referred to as "the proposed occupier") before a sale can be completed. Schedule 1 prescribes the form in which that information must be provided.

Mae Rheoliadau 4 (mewn perthynas â gwerthiannau) a 5 (mewn perthynas â rhoi yn anrheg) yn rhagnodi'r wybodaeth y mae'n rhaid i feddiannwr ei darparu i berchennog y safle mewn achosion pan nad yw'r cytundeb y mae'r meddiannydd yn bwriadu ei aseinio yn gytundeb newydd (diffinnir "cytundeb newydd" ym mharagraff 9(2) o Bennod 2 o Ran 1 o Atodlen 2 i Ddeddf 2013). Mae Atodlenni 2 a 3 yn rhagnodi'r ffurfiau i'w defnyddio wrth ddarparu'r wybodaeth honno i berchennog y safle.

Regulations 4 (in relation to sales) and 5 (in relation to gifts) prescribe the information that an occupier must provide to the site owner in cases where the agreement which the occupier proposes to assign is not a new agreement ("new agreement" is defined in paragraph 9(2) of Chapter 2 of Part 1 of Schedule 2 to the 2013 Act). Schedules 2 and 3 prescribe the forms to be used when providing that information to a site owner.

Pan fo meddiannydd cartref symudol yn bwriadu rhoi'r cartref symudol yn anrheg ac aseinio'r cytundeb i aelod o'i deulu (fel y'i diffinnir yn adran 55(3) o Ddeddf 2013), rhaid iddo roi'r 'tystiolaeth berthnasol' (fel y'i diffinnir ym mharagraff 12(2) o Bennod 2 o Ran 1 o Atodlen 2 i Ddeddf 2013) i berchennog y safle. Yn unol â'r pŵer ym mharagraff 12(2)(a), mae rheoliad 6 yn rhagnodi mathau penodol o dystiolaeth a fydd yn cyfrif yn 'tystiolaeth berthnasol'. Yn unol â pharagraff 12(2)(b) mae'r 'tystiolaeth berthnasol'

Where the occupier of a mobile home proposes to give the mobile home and assign the agreement to a member of their family (as defined in section 55(3) of the 2013 Act), they must supply the site owner with the 'relevant evidence' (as defined in paragraph 12(2) of Chapter 2 of Part 1 of Schedule 2 to the 2013 Act). Pursuant to the power in paragraph 12(2)(a), regulation 6 prescribes certain types of evidence that will constitute the 'relevant evidence'. Pursuant to paragraph 12(2)(b) the 'relevant evidence' is also any

hefyd yn golygu unrhyw dystiolaeth foddhaol arall fod y person o dan sylw yn aelod o deulu'r meddiannydd.

Mae Rheoliad 7 yn rhagnodi ar ba seiliau y caiff perchennog y safle wneud cais i'r tribiwnlys am orchymyn yn atal y meddiannydd rhag gwerthu cartref symudol neu ei roi yn anrheg (yn ôl y digwydd), ac aseinio'r cytundeb, i'r meddiannydd arfaethedig ("gorchymyn gwrthod"). Dim ond mewn achosion pan nad yw'r cytundeb yn gytundeb newydd y mae hawl i wneud cais am orchymyn gwrthod.

Mae Rheoliad 8 yn rhagnodi uchafswm y comisiwn sy'n daladwy i berchennog y safle gan y meddiannydd newydd ar werthiant cartref symudol.

Mae Rheoliad 9 (ac Atodlenni 4 a 5) yn cynnwys y gofynion gweithdrefnol y mae'r partion i gydymffurfio â hwy mewn cysylltiad ag aseinio'r cytundeb, ac mae rheoliad 10 yn pennu'r gofynion gweithdrefnol i gydymffurfio â hwy mewn cysylltiad â thalu comisiwn.

Mae Rheoliad 11 yn darparu pan fo rheol a wnaed gan y perchennog cyn 1 Hydref 2014 yn ymwneud â gwerthu cartref symudol, na fydd yn cael unrhyw effaith i'r graddau ei fod yn gwneud darpariaeth mewn perthynas ag unrhyw un o'r materion a bennir yn y rheoliad hwnnw.

Ystyriwyd Cod Ymarfer Gweinidogion Cymru o ran cynnal Asesiadau Effaith Rheoleiddiol mewn perthynas â'r Rheoliadau hyn. O ganlyniad, ystyriwyd nad oedd yn angenrheidiol cynnal Asesiad Effaith Rheoleiddiol o'r costau a'r manteision sy'n debygol o ddeillio o gydymffurfio â'r Rheoliadau hyn. Mae'r Asesiad Effaith a luniwyd ar gyfer Bil Cartrefi Symudol (Cymru) 2013 yn berthnasol a gellir cael copi gan yr Adran Dai, Llywodraeth Cymru, Parc Busnes Rhyd-y-car, Merthyr Tudful, CF48 1UZ.

other satisfactory evidence that the person concerned is a member of the occupier's family.

Regulation 7 prescribes the grounds on which a site owner may apply to the tribunal for an order preventing the occupier from selling or gifting the mobile home (as the case may be), and assigning the agreement, to the proposed occupier (a "refusal order"). The right to apply for a refusal order only arises in cases where the agreement is not a new agreement.

Regulation 8 prescribes the maximum amount of commission payable to the site owner by the new occupier on the sale of a mobile home.

Regulation 9 (and Schedules 4 and 5) contain the procedural requirements to be complied with by the parties in connection with the assignment of the agreement, and regulation 10 specifies the procedural requirements to be complied with in connection with the payment of commission.

Regulation 11 provides that where a rule made by the owner prior to 1 October 2014 relates to the sale of a mobile home, it will be of no effect in so far as it makes provision in relation to any of the matters specified in that regulation.

The Welsh Ministers' Code of Practice on the carrying out of Regulatory Impact Assessments was considered in relation to these Regulations. As a result, it was not considered necessary to carry out a Regulatory Impact Assessment as to the likely costs and benefits of complying with these Regulations. The Impact Assessment prepared for the Mobile Homes (Wales) Bill 2013 is relevant and a copy may be obtained from the Department of Housing, Welsh Government, Rhydycar Business Park, Merthyr Tydfil, CF48 1UZ.

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Rheoliadau Cartrefi Symudol
(Gwerthu a Rhoi yn Anrheg)
(Cymru) 2014

The Mobile Homes (Selling and
Gifting) (Wales) Regulations 2014

Gwnaed 2 Gorffennaf 2014

Made 2 July 2014

*Gosodwyd gerbron Cynulliad Cenedlaethol
Cymru* 4 Gorffennaf 2014

Laid before the National Assembly for Wales
4 July 2014

Yn dod i rym 1 Hydref 2014

Coming into force 1 October 2014

Mae Gweinidogion Cymru yn gwneud y Rheoliadau a ganlyn drwy arfer eu pwerau o dan adrannau 52(3) ac (8), 63(1), (8) a (9) o Ddeddf Cartrefi Symudol (Cymru) 2013(1), a pharagraffau 9(4) a (6), 10(5), (7), (8) a (10), 11(2) a (4), 12(2) a (5) a 13(5), (7) a (9) o Bennod 2 o Ran 1 o Atodlen 2 iddi.

The Welsh Ministers make the following Regulations in exercise of their powers under sections 52(3) and (8), 63(1), (8) and (9) of, and paragraphs 9(4) and (6), 10(5), (7), (8) and (10), 11(2) and (4), 12(2) and (5) and 13(5), (7) and (9), of Chapter 2 of Part 1 of Schedule 2 to, the Mobile Homes (Wales) Act 2013(1).

Enwi a chychwyn

1. Enw'r Rheoliadau hyn yw Rheoliadau Cartrefi Symudol (Gwerthu a Rhoi yn Anrheg) (Cymru) 2014 a deuant i rym ar 1 Hydref 2014.

Title and commencement

1. The title of these Regulations is the Mobile Homes (Selling and Gifting) (Wales) Regulations 2014 and they come into force on 1 October 2014.

Dehongli

2. Yn y Rheoliadau hyn—

ystyr “cytundeb” (“*agreement*”) yw cytundeb y mae Rhan 4 o Ddeddf 2013 yn gymwys iddo;

ystyr “datganiad ysgrifenedig” (“*written statement*”) yw'r datganiad ysgrifenedig sy'n ofynnol o dan adran 49(1) o Ddeddf 2013;

ystyr “Deddf 2013” (“*the 2013 Act*”) yw Deddf Cartrefi Symudol (Cymru) 2013;

mae i “ffi am y llain” (“*pitch fee*”) yr ystyr a roddir iddo yn adran 62 o Ddeddf 2013;

Interpretation

2. In these Regulations—

“the 2013 Act” (“*Deddf 2013*”) means the Mobile Homes (Wales) Act 2013;

“agreement” (“*cytundeb*”) means an agreement to which Part 4 of the 2013 Act applies;

“Gypsies and Travellers” (“*Sipsiwn a Theithwyr*”) has the meaning given by section 62 of the 2013 Act;

“occupier” (“*meddiannydd*”), has the meaning given by section 55 of the 2013 Act;

“pitch” (“*llain*”) has the meaning given by section 55(1) of the 2013 Act;

mae i “llain” (“*pitch*”) yr ystyr a roddir iddo yn adran 55(1) o Ddeddf 2013;

mae i “meddiannydd” (“*occupier*”) yr ystyr a roddir iddo yn adran 55 o Ddeddf 2013;

ystyr “meddiannydd arfaethedig” (“*proposed occupier*”) yw person y mae'r meddiannydd yn bwriadu gwerthu cartref symudol neu ei roi yn anrheg iddo ac aseinio'r cytundeb sy'n ymwneud â'r cartref symudol iddo;

ystyr “rheolau cyn cychwyn” (“*pre-commencement rules*”), mewn perthynas â safle, yw rheolau a wneir gan y perchennog cyn i adran 52 o Ddeddf Cartrefi Symudol (Cymru) 2013 gychwyn, sy'n ymwneud â mater a grybwyllir yn adran 52(2) o Ddeddf 2013;

mae i “rheolau safle” (“*site rules*”) yr ystyr a roddir iddo yn adran 52(2) o Ddeddf 2013;

ystyr “safle” (“*site*”) yw safle gwarchoddedig fel y'i diffinnir yn adran 2(2) o Ddeddf 2013; ac

mae i “Sipsiwn a Theithwyr” (“*Gypsies and Travellers*”) yr ystyr a roddir iddo yn adran 62 o Ddeddf 2013.

“pitch fee” (“*ffi am y llain*”) has the meaning given by section 62 of the 2013 Act;

“pre-commencement rules” (“*rheolau cyn cychwyn*”), in relation to a site, means rules made by the owner before the commencement of section 52 of the Mobile Homes (Wales) Act 2013 which relate to a matter mentioned in section 52(2) of the 2013 Act;

“proposed occupier” (“*meddiannydd arfaethedig*”) means a person to whom the occupier proposes to sell or give the mobile home and assign the agreement which relates to the mobile home;

“site” (“*safle*”) means a protected site as defined in section 2(2) of the 2013 Act;

“site rules” (“*rheolau safle*”) has the meaning given by section 52(2) of the 2013 Act; and

“written statement” (“*datganiad ysgrifenedig*”) means the written statement required under section 49(1) of the 2013 Act.

Gwerthu cartref symudol: darparu gwybodaeth a dogfennau i feddiannydd arfaethedig

3.—(1) Dyma'r dogfennau a ragnodir at ddibenion paragraff 11(2)(a) o Bennod 2 o Ran 1 o Atodlen 2 i Ddeddf 2013—

- (a) copi o'r cytundeb a'r datganiad ysgrifenedig;
- (b) pan gafodd y cytundeb ei aseinio i'r meddiannydd, copi o'r offeryn sy'n rhoi effaith i'r aseiniad hwnnw;
- (c) copi o unrhyw reolau cyn cychwyn ar gyfer y safle sydd mewn grym;
- (d) copi o unrhyw reolau safle ar gyfer y safle sydd mewn grym;
- (e) tystiolaeth ddogfennol o unrhyw daliadau sy'n ymwneud â'r cartref symudol neu'r safle sy'n daladwy i'r perchennog neu i drydydd parti ar gyfer nwy, trydan, dŵr, carthffosiaeth neu wasanaethau eraill, gan gynnwys manylion pryd y mae angen talu'r taliadau hyn a phryd y mae angen eu hadolygu nesaf;
- (f) tystiolaeth ddogfennol o unrhyw daliadau eraill sy'n ymwneud â'r cartref symudol neu'r safle sy'n daladwy i'r perchennog neu i drydydd parti, gan gynnwys taliadau ar gyfer defnyddio garej, lle parcio neu dŷ allan;
- (g) copi o unrhyw warant ar gyfer y cartref symudol sy'n parhau yn ddilys ac sydd ym meddiant y meddiannydd; ac

Sale of mobile home: provision of information and documents to proposed occupier

3.—(1) The documents prescribed for the purposes of paragraph 11(2)(a) of Chapter 2 of Part 1 to Schedule 2 to the 2013 Act are —

- (a) a copy of the agreement and written statement;
- (b) where the agreement was assigned to the occupier, a copy of the instrument giving effect to that assignment;
- (c) a copy of any pre-commencement rules for the site which are in force;
- (d) a copy of any site rules for the site which are in force;
- (e) documentary evidence of any charges relating to the mobile home or the site payable to the owner or a third party for gas, electricity, water, sewerage or other services, including details of when these charges are payable and when they are next due for review;
- (f) documentary evidence of any other charges relating to the mobile home or the site payable to the owner or a third party, including charges for the use of a garage, parking space or outbuilding;
- (g) a copy of any warranty for the mobile home which is still within its validity period and which is in the possession of the occupier; and

- (h) copi o unrhyw arolwg strwythurol o'r cartref symudol, sylfaen neu lain sydd wedi ei gomisiynu gan y meddiannydd a'i gynnal gan berson cymwys addas yn y 12 mis cyn y dyddiad pan gaiff y dogfennau eu darparu i'r meddiannydd arfaethedig.

(2) Pan nad yw'r meddiannydd yn gallu darparu unrhyw un neu ragor o'r dogfennau a grybwyllir ym mharagraff (1), rhaid darparu eglurhad ysgrifenedig i'r meddiannydd arfaethedig yn egluro pam.

(3) Dyma'r wybodaeth a ragnodir at ddibenion paragraff 11(2)(b) o Bennod 2 o Ran 1 o Atodlen 2 i Ddeddf 2013—

- (a) y pris arfaethedig ar gyfer gwerthu'r cartref symudol;
- (b) manylion y comisiwn a fyddai'n daladwy gan y meddiannydd arfaethedig yn rhinwedd paragraff 9(4) neu 10(8) o Bennod 2 o Ran 1 o Atodlen 2 i Ddeddf 2013 (yn ôl y digwydd);
- (c) manylion y ffi am y llain sy'n daladwy i'r perchennog, gan gynnwys pryd y mae'n daladwy a'r dyddiad adolygu nesaf (mae i "dyddiad yr adolygiad" yr ystyr a roddir iddo ym mharagraff 1 o Bennod 1 o Ran 1 o Atodlen 2 i Ddeddf 2013);
- (d) manylion unrhyw ôl-ddyledion ffioedd am y llain neu unrhyw daliadau eraill sy'n daladwy o dan y cytundeb sydd heb eu talu ar yr adeg pan gaiff y dogfennau a'r wybodaeth sy'n ofynnol gan y rheoliad hwn eu darparu i'r meddiannydd arfaethedig, a manylion unrhyw drefniadau yr ymrwymir iddynt gyda'r perchennog ynghylch clirio unrhyw ôl-ddyledion o'r fath;
- (e) band priso'r dreth gyngor sy'n berthnasol i'r cartref symudol;
- (f) enw'r perchennog a'r cyfeiriad lle gellir cyflwyno hysbysiau i'r perchennog, ar yr amod bod yr wybodaeth hon wedi ei darparu i'r meddiannydd yn unol â pharagraff 24 o Bennod 2 o Ran 1 o Atodlen 2 i Ddeddf 2013 neu, pan nad yw'r cyfeiriad hwn wedi cael ei ddarparu, unrhyw gyfeiriad hysbys arall ar gyfer y perchennog;
- (g) enw a chyfeiriad yr awdurdod lleol y mae'r cartref symudol wedi ei leoli yn ei ardal;
- (h) eglurhad o'r gofynion gweithdrefnol a ragnodir yn rheoliadau 9 a 10;
- (i) y dyddiad pan gafodd y cytundeb ei wneud a, pan nad oedd y meddiannydd yn un o bartïon gwreiddiol y cytundeb, y dyddiad pan gafodd y cytundeb ei aseinio i'r meddiannydd;

- (h) a copy of any structural survey of the mobile home, base or pitch which has been commissioned by the occupier and carried out by a suitably qualified person in the 12 months prior to the date on which the documents are provided to the proposed occupier.

(2) Where the occupier is unable to provide any of the documents mentioned in paragraph (1), a written explanation as to why this is the case must be provided to the proposed occupier.

(3) The information prescribed for the purposes of paragraph 11(2)(b) of Chapter 2 of Part 1 of Schedule 2 to the 2013 Act is—

- (a) the proposed sale price of the mobile home;
- (b) details of the commission which would be payable by the proposed occupier by virtue of paragraph 9(4) or 10(8) of Chapter 2 of Part 1 of Schedule 2 to the 2013 Act (as the case may be);
- (c) details of the pitch fee payable to the owner, including when it is payable and the next review date ("review date" has the meaning given to it in paragraph 1 of Chapter 1 of Part 1 of Schedule 2 to the 2013 Act);
- (d) details of any arrears of pitch fees or of other charges payable under the agreement which are outstanding at the time the documents and information required by this regulation are provided to the proposed occupier, and details of any arrangements entered into with the owner for clearing any such arrears;
- (e) the council tax valuation band applicable to the mobile home;
- (f) the name of the owner and address at which notices may be served on the owner, provided this information has been supplied to the occupier in accordance with paragraph 24 of Chapter 2 of Part 1 of Schedule 2 to the 2013 Act or, where this address has not been supplied, any other known address of the owner;
- (g) the name and address of the local authority in whose area the mobile home is situated;
- (h) an explanation of the procedural requirements prescribed in regulations 9 and 10; and
- (i) the date on which the agreement was made and, where the occupier was not one of the original parties to the agreement, the date on which the agreement was assigned to the occupier;

- (j) pan nad yw'r cytundeb yn gytundeb newydd, eglurhad o effaith paragraff 10(1) o Bennod 2 o Ran 1 o Atodlen 2 i Ddeddf 2013 (ac mae i "cytundeb newydd" yr ystyr a roddir iddo ym mharagraff 9(2) o'r Bennod honno);
- (k) datganiad yn cadarnhau mai'r meddiannydd yw perchennog cyfreithiol y cartref symudol a'i fod yn gwerthu'r cartref symudol gyda meddiant gwag ac nad oes unrhyw fenthyciadau sydd heb eu talu mewn perthynas â'r cartref symudol; ac
- (l) manylion unrhyw achosion cyfreithiol mewn perthynas ag unrhyw faterion sy'n ymwneud â'r cartref symudol, y cytundeb neu'r safle y mae'r meddiannydd yn barti iddo ac sydd wedi eu cyhoeddi neu eu cychwyn, ond nad ydynt wedi cael eu gwaredu neu eu tynnu'n ôl, ar yr adeg y caiff yr wybodaeth ei danfon neu ei hanfon at y meddiannydd arfaethedig.

(4) Rhaid i'r wybodaeth gael ei darparu yn y ffurf a ragnodir yn Atodlen 1, neu mewn ffurf sy'n cael yr un effaith yn sylweddol.

Cytundebau presennol: Hysbysiad o'r bwriad i werthu

4.—(1) Yr wybodaeth a ragnodir at ddibenion paragraff 10(5) o Bennod 2 o Ran 1 o Atodlen 2 i Ddeddf 2013 yw'r wybodaeth a bennir ym mharagraffau (2) i (6).

- (2) Ym mhob achos mae'r wybodaeth yn cynnwys—
 - (a) enw'r meddiannydd arfaethedig;
 - (b) eglurhad o effaith is-baragraffau (1) i (4) o baragraff 10 o Bennod 2 o Ran 1 o Atodlen 2 i Ddeddf 2013; ac
 - (c) ar ba seiliau a ragnodir yn rheoliad 7 y caiff y perchennog wneud cais i'r tribiwnlys am orchymyn gwrthod.
- (3) Mewn achosion pan fo gan y safle reolau cyn cychwyn neu reolau safle, mae'r wybodaeth hefyd yn cynnwys datganiad yn cadarnhau—
 - (a) bod y meddiannydd wedi darparu copi o'r rheolau hynny i'r meddiannydd arfaethedig; a
 - (b) bod y meddiannydd arfaethedig wedi darllen ac wedi deall y rheolau (neu fod rhywun wedi eu hegluro iddo) a bod y meddiannydd arfaethedig yn gallu cydymffurfio â hwy.

(4) Mewn achosion pan fo gan y safle reol cyn cychwyn neu reol safle sy'n ymwneud ag oedran y meddianwyr, mae'r wybodaeth hefyd yn cynnwys oedran y meddiannydd arfaethedig ac unrhyw berson sy'n bwriadu preswyllo yn y cartref symudol gyda'r meddiannydd arfaethedig.

- (j) where the agreement is not a new agreement, an explanation of the effect of paragraph 10(1) of Chapter 2 of Part 1 of Schedule 2 to the 2013 Act (and "new agreement" has the meaning given to it in paragraph 9(2) of that Chapter);
- (k) a statement confirming that the occupier is the legal owner of the mobile home and is selling the mobile home with vacant possession and that there are no outstanding loans in relation to the mobile home; and
- (l) details of any legal proceedings in respect of any matters relating to the mobile home, the agreement or the site to which the occupier is a party and which have been issued or commenced, but have not been disposed of or withdrawn, at the time the information is delivered or sent to the proposed occupier.

(4) The information must be provided in the form prescribed in Schedule 1, or in a form substantially to the same effect.

Existing agreements: Notice of proposed sale

4.—(1) The information prescribed for the purposes of paragraph 10(5) of Chapter 2 of Part 1 of Schedule 2 to the 2013 Act is the information specified in paragraphs (2) to (6).

- (2) In every case the information includes—
 - (a) the name of the proposed occupier;
 - (b) an explanation of the effect of sub-paragraphs (1) to (4) of paragraph 10 of Chapter 2 of Part 1 of Schedule 2 to the 2013 Act; and
 - (c) the grounds prescribed in regulation 7 on which the owner may apply to the tribunal for a refusal order.
- (3) In cases where the site has pre-commencement rules or site rules, the information also includes a statement confirming—
 - (a) that the occupier has provided the proposed occupier with a copy of those rules; and
 - (b) that the proposed occupier has read and understood the rules (or has had them explained to them) and that the proposed occupier is able to comply with them.

(4) In cases where the site has a pre-commencement rule or site rule relating to the age of occupiers, the information also includes the age of the proposed occupier and any person intending to reside in the mobile home with the proposed occupier.

(5) Mewn achosion pan fo gan y safle reol cyn cychwyn neu reol safle sy'n ymwneud â chadw anifeiliaid, mae'r wybodaeth hefyd yn cynnwys manylion unrhyw anifeiliaid y mae'r meddiannydd arfaethedig neu unrhyw berson arall sy'n bwriadu preswyllo yn y cartref symudol gyda'r meddiannydd arfaethedig, yn bwriadu eu cadw ar y safle (gan gynnwys, pan mai ci yw'r anifail, frîd y ci).

(6) Mewn achosion pan fo gan y safle reol cyn cychwyn neu reol safle sy'n ymwneud â pharcio cerbydau ar y safle, mae'r wybodaeth hefyd yn cynnwys manylion unrhyw gerbydau y mae'r meddiannydd arfaethedig neu unrhyw berson sy'n bwriadu preswyllo yn y cartref symudol gyda'r meddiannydd arfaethedig, yn bwriadu eu parcio ar y safle.

(7) Rhaid i'r wybodaeth gael ei darparu ar y ffurf a ragnodir yn Atodlen 2, neu ar ffurf y mae ei heffaith yn sylweddol debyg iddi.

Cytundebau presennol: Hysbysiad o'r bwriad i roi'r cartref yn anrheg

5.—(1) Yr wybodaeth a ragnodir at ddibenion paragraff 13(5) o Bennod 2 o Ran 1 o Atodlen 2 i Ddeddf 2013 yw'r wybodaeth a bennir ym mharagraffau (2) i (6) o'r rheoliad hwn.

(2) Ym mhob achos, mae'r wybodaeth yn cynnwys—

- (a) enw'r meddiannydd arfaethedig ;
- (b) eglurhad o effaith is-baragraffau (1) i (4) o baragraff 13 o Bennod 2 o Ran 1 o Atodlen 2 i Ddeddf 2013; ac
- (c) ar ba seiliau a ragnodir yn rheoliad 7 y caiff y perchennog wneud cais i'r tribiwnlys am orchymyn gwrthod.

(3) Mewn achosion pan fo gan y safle gwarchoddedig reolau cyn cychwyn neu reolau safle, mae'r wybodaeth hefyd yn cynnwys datganiad yn cadarnhau—

- (a) bod y meddiannydd wedi rhoi copi o'r rheolau hynny i'r meddiannydd arfaethedig; a
- (b) bod y meddiannydd arfaethedig wedi darllen ac wedi deall y rheolau hynny (neu fod rhywun wedi eu hegluro iddo) a'i fod yn gallu cydymffurfio â hwy.

(4) Mewn achosion pan fo gan y safle reol cyn cychwyn neu reol safle sy'n ymwneud ag oedran meddianwyr, mae'r wybodaeth hefyd yn cynnwys oedran y meddiannydd arfaethedig ac unrhyw berson sy'n bwriadu preswyllo yn y cartref symudol gyda'r meddiannydd arfaethedig.

(5) Mewn achosion pan fo gan y safle reol cyn cychwyn neu reol safle sy'n ymwneud â chadw anifeiliaid, mae'r wybodaeth hefyd yn cynnwys

(5) In cases where the site has a pre-commencement rule or site rule relating to the keeping of animals, the information also includes details of any animals that the proposed occupier or any other person intending to reside in the mobile home with the proposed occupier intends to keep on the site (including, where the animal is a dog, the breed of dog).

(6) In cases where the site has a pre-commencement rule or site rule relating to the parking of vehicles on the site, the information also includes details of any vehicles that the proposed occupier or any person intending to reside in the mobile home with the proposed occupier intends to park on the site.

(7) The information must be provided in the form prescribed in Schedule 2, or in a form substantially to the same effect.

Existing agreements: Notice of proposed gift

5.—(1) The information prescribed for the purposes of paragraph 13(5) of Chapter 2 of Part 1 of Schedule 2 to the 2013 Act is the information specified in paragraphs (2) to (6) of this regulation.

(2) In every case the information includes—

- (a) the name of the proposed occupier;
- (b) an explanation of the effect of sub-paragraphs (1) to (4) of paragraph 13 of Chapter 2 of Part 1 of Schedule 2 to the 2013 Act; and
- (c) the grounds prescribed in regulation 7 on which the owner may apply to the tribunal for a refusal order.

(3) In cases where the protected site has pre-commencement rules or site rules, the information also includes a statement confirming—

- (a) that the occupier has provided the proposed occupier with a copy of those rules; and
- (b) that the proposed occupier has read and understood those rules (or has had them explained to them) and is able to comply with them.

(4) In cases where the site has a pre-commencement rule or site rule relating to the age of occupiers, the information also includes the age of the proposed occupier and of any person intending to reside in the mobile home with the proposed occupier.

(5) In cases where the site has a pre-commencement rule or site rule relating to the keeping of animals, the information also includes details of any animals that

manyllion unrhyw anifeiliaid y mae'r meddiannydd arfaethedig neu unrhyw berson arall sy'n bwriadu preswyllo yn y cartref symudol gyda'r meddiannydd arfaethedig, yn bwriadu eu cadw ar y safle (gan gynnwys, pan mai ci yw'r anifail, brîd y ci).

(6) Mewn achosion pan fo gan y safle reol cyn cychwyn neu reol safle sy'n ymwneud â pharcio cerbydau ar y safle, mae'r wybodaeth hefyd yn cynnwys manyllion unrhyw gerbydau y mae'r meddiannydd arfaethedig neu unrhyw berson sy'n bwriadu preswyllo yn y cartref symudol gyda'r meddiannydd arfaethedig, yn bwriadu ei barcio ar y safle.

(7) Rhaid i'r wybodaeth—

- (a) cael ei darparu ar y ffurf a ragnodir yn Atodlen 3 neu ar ffurf y mae ei heffaith yn sylweddol debyg iddi; a
- (b) mynd gyda'r dystiolaeth berthnasol (fel y'i diffinnir ym mharagraff 12(2) o Bennod 2 o Ran 1 o Atodlen 2 i Ddeddf 2013).

Rhoi cartref symudol yn anrheg: tystiolaeth bod y meddiannydd arfaethedig yn aelod o deulu'r meddiannydd

6. Y dystiolaeth a ragnodir at ddibenion paragraff 12(2)(a) o Bennod 2 o Ran 1 o Atodlen 2 i Ddeddf 2013, yw'r dystiolaeth a ddarperir gan un neu ragor o'r canlynol—

- (a) gwybodaeth ysgrifenedig ar lw a roddir gan y meddiannydd a'r meddiannydd arfaethedig sy'n egluro perthynas y meddiannydd arfaethedig â'r meddiannydd;
- (b) tystysgrif geni neu dystysgrif mabwysiadu;
- (c) tystysgrif priodas neu bartneriaeth sifil.

Cytundebau presennol: ar ba seiliau y caiff perchennog y safle wneud cais am orchymyn gwrthod

7.—(1) Y seiliau a ragnodir at ddibenion paragraff 10(7) o Bennod 2 o Ran 1 o Atodlen 2 i Ddeddf 2013 (gwerthu cartref symudol: cytundebau presennol) yw, pe bai'r meddiannydd arfaethedig yn dod yn feddiannydd, y byddai'r meddiannydd arfaethedig neu berson sy'n bwriadu preswyllo gyda'r meddiannydd arfaethedig yn torri rheol cyn cychwyn neu reol safle—

- (a) oherwydd oedran;
- (b) drwy gadw anifeiliaid y caiff disgrifiad ohonynt ei bennu yn y rheol;
- (c) drwy barcio cerbydau ar y safle y caiff disgrifiad ohonynt ei bennu yn y rheol; neu

the proposed occupier or any other person intending to reside in the mobile home with the proposed occupier intends to keep on the site (including, where the animal is a dog, the breed of dog).

(6) In cases where the site has a pre-commencement rule or site rule relating to the parking of vehicles on the site, the information also includes details of any vehicles that the proposed occupier or any person intending to reside in the mobile home with the proposed occupier intends to park on the site.

(7) The information must be—

- (a) provided in the form prescribed in Schedule 3 or in a form substantially to the same effect; and
- (b) accompanied by the relevant evidence (as defined by paragraph 12(2) of Chapter 2 of Part 1 of Schedule 2 to the 2013 Act).

Gift of mobile home: evidence the proposed occupier is a member of the occupier's family

6. The evidence prescribed for the purposes of paragraph 12(2)(a) of Chapter 2 of Part 1 of Schedule 2 to the 2013 Act, is the evidence provided by one or more of the following—

- (a) written information on oath given by the occupier and proposed occupier which explains the relationship of the proposed occupier to the occupier;
- (b) a birth certificate or certificate of adoption;
- (c) a certificate of marriage or civil partnership.

Existing agreements: grounds on which site owner may apply for a refusal order

7.—(1) The grounds prescribed for the purposes of paragraph 10(7) of Chapter 2 of Part 1 of Schedule 2 to the 2013 Act (sale of mobile home: existing agreements) are that, if the proposed occupier were to become the occupier, the proposed occupier or a person intending to reside with the proposed occupier would breach a pre-commencement rule or site rule—

- (a) by reason of age;
- (b) by keeping animals that are of a description specified in the rule;
- (c) by parking vehicles on the site that are of a description specified in the rule; or

- (d) drwy barcio nifer o gerbydau ar y safle sy'n fwy na'r nifer a bennir yn y rheol.

(2) Y seiliau a ragnodir at ddibenion paragraff 13(7) o Bennod 2 o Ran 1 o Atodlen 2 i Ddeddf 2013 (rhoi cartref symudol yn anrheg: cytundebau presennol) yw—

- (a) y seiliau a grybwyllir ym mharagraff (1); neu
(b) bod y meddiannydd arfaethedig wedi methu â darparu'r dystiolaeth berthnasol i'r perchennog (fel y'i diffinnir ym mharagraff 12(2) o Bennod 2 o Ran 1 o Atodlen 2 i Ddeddf 2013).

(3) Pan fo safle yn eiddo i landlord cymdeithasol cofrestredig o dan Ran 1 o Ddeddf Tai 1996(1), ceir sail ragnodedig ychwanegol at ddibenion paragraffau 10(7) a 13(7) o Bennod 2 o Ran 1 o Atodlen 2 i Ddeddf 2013, pan fo gan y landlord bolisi ar waith ar gyfer dyrannu lleiniau i Sipsiwn a Theithwyr, y byddai gwerthu cartref symudol neu ei roi yn anrheg i'r meddiannydd arfaethedig yn mynd yn groes iddo.

Y gyfradd uchaf o gomisiwn sy'n daladwy ar werthiant cartref symudol

8. Y gyfradd a ragnodir at ddibenion paragraffau 9(4) a 10(8) o Bennod 2 o Ran 1 o Atodlen 2 i Ddeddf 2013 yw 10% o bris prynu'r cartref symudol.

Ffurff aseiniad a hysbysiad o aseiniad

9.—(1) Rhaid i aseiniad cytundeb yn unol â pharagraff 9(1), 10(1), 12(1) neu 13(1) o Bennod 2 o Ran 1 o Atodlen 2 i Ddeddf 2013 (yn ôl y digwydd) gael ei wneud—

- (a) yn ysgrifenedig; a
(b) ar y ffurf a ragnodir yn Atodlen 4 (neu ar ffurf y mae ei heffaith yn effaith yn sylweddol debyg iddi).

(2) O fewn 7 niwrnod i'r aseiniad, rhaid i'r aseinaid gyflwyno hysbysiad o'r aseiniad i'r perchennog sy'n cydymffurfio â gofynion paragraffau (3) i (8) ("hysbysiad o aseiniad").

(3) Ym mhob achos, rhaid i'r hysbysiad o aseiniad bennu—

- (a) enw'r aseiniwr;
(b) enw'r aseinaid ac unrhyw berson arall sy'n bwriadu preswyllo yn y cartref symudol gyda'r aseinaid;
(c) cyfeiriad y cartref symudol;
(d) dyddiad aseinio'r cytundeb; ac

- (d) by parking a number of vehicles on the site in excess of the number specified in the rule.

(2) The grounds prescribed for the purposes of paragraph 13(7) of Chapter 2 of Part 1 of Schedule 2 to the 2013 Act (gift of mobile home: existing agreements) are—

- (a) the grounds mentioned in paragraph (1); or
(b) that the proposed occupier has failed to provide the owner with the relevant evidence (as defined by paragraph 12(2) of Chapter 2 of Part 1 of Schedule 2 to the 2013 Act).

(3) Where a site is owned by a social landlord registered under Part 1 of the Housing Act 1996(1), there is an additional prescribed ground for the purposes of paragraphs 10(7) and 13(7) of Chapter 2 of Part 1 of Schedule 2 to the 2013 Act, where the landlord has a policy in place for the allocation of pitches to Gypsies and Travellers, which a sale or gift to the proposed occupier would contravene.

Maximum rate of commission payable on the sale of a mobile home

8. The rate prescribed for the purposes of paragraphs 9(4) and 10(8) of Chapter 2 of Part 1 of Schedule 2 to the 2013 Act is 10% of the purchase price of the mobile home.

Form of assignment and notice of assignment

9.—(1) An assignment of an agreement pursuant to paragraph 9(1), 10(1), 12(1) or 13(1) of Chapter 2 of Part 1 of Schedule 2 to the 2013 Act (as the case may be) must be made—

- (a) in writing; and
(b) in the form prescribed in Schedule 4 (or in a form to substantially the same effect).

(2) Within 7 days of the assignment, the assignee must serve on the owner a notice of the assignment which complies with the requirements of paragraphs (3) to (8) (a "notice of assignment").

(3) In every case, the notice of assignment must specify—

- (a) the name of the assignor;
(b) the name of the assignee and of any other person who intends to reside in the mobile home with the assignee;
(c) the address of the mobile home;
(d) the date of assignment of the agreement; and

(1) 1996 p.52.

(1) 1996 c. 52.

(e) cyfeiriad yr aseiniwr ar gyfer anfon ymlaen.

(4) Yn achos gwerthu cartref symudol, rhaid i'r hysbysiad o aseiniad hefyd—

(a) pennu pris prynu'r cartref symudol a swm y comisiwn y mae'n ofynnol i'r aseinaei ei dalu i'r perchennog o dan baragraff 9(4) neu 10(8) o Bennod 2 o Ran 1 o Atodlen 2 i Ddeddf 2013 (yn ôl y digwydd); a

(b) cynnwys eglurhad o'r gofynion a ragnodir gan reoliad 10 (talw comisiwn).

(5) Mewn achosion pan fo gan y safle reolau cyn cychwyn neu reolau safle, rhaid i'r hysbysiad o aseiniad hefyd gynnwys datganiad yn cadarnhau bod yr aseinaei wedi darllen ac wedi deall y rheolau hynny (neu fod rhywun wedi eu hegluro iddo) a'i fod yn cytuno i gydymffurfio â hwy.

(6) Mewn achosion pan fo gan y safle reol cyn cychwyn neu reol safle sy'n ymwneud ag oedran meddianwyr, rhaid i'r hysbysiad o aseiniad hefyd bennu oedran yr aseinaei ac unrhyw berson sy'n bwriadu preswyllo yn y cartref symudol gyda'r aseinaei.

(7) Rhaid i'r hysbysiad o aseiniad—

(a) cael ei ddarparu ar y ffurf a ragnodir yn Atodlen 5, neu ar ffurf y mae ei heffaith yn sylweddol debyg iddi; a

(b) mynd gyda'r dogfennau a grybwyllir ym mharagraff (8).

(8) Dyma'r dogfennau—

(a) copi o'r offeryn sy'n rhoi effaith i'r aseiniad;

(b) yn achos gwerthiant, tystiolaeth ddogfennol o'r pris a delir gan yr aseinaei am y cartref symudol;

(c) copi o unrhyw reolau cyn cychwyn neu reolau safle y derbyniodd yr aseinaei hwy yn unol â rheoliad 3(1)(c) neu (d) (yn ôl y digwydd); a

(d) copi o'r cytundeb a'r datganiad ysgrifenedig y derbyniodd yr aseinaei hwy yn unol â rheoliad 3(1)(a).

(9) Caniateir i'r hysbysiad o aseiniad a dogfennau eraill y mae'n ofynnol eu darparu i'r perchennog o dan y rheoliad hwn naill ai gael eu danfon at y perchennog yn bersonol neu eu hanfon drwy'r post.

Talu comisiwn

10.—(1) Cyn gynted ag y bo'n ymarferol ar ôl derbyn yr hysbysiad o aseiniad, rhaid i'r perchennog ddarparu manylion y cyfrif banc y mae'r perchennog yn dymuno i'r aseinaei dalu'r comisiwn iddo, sef y comisiwn y mae'n ofynnol i'r aseinaei ei dalu i'r perchennog o dan baragraff 9(4) neu 10(8) o Bennod 2 o Ran 1 o Atodlen 2 i Ddeddf 2013 (yn ôl y digwydd).

(e) a forwarding address for the assignor.

(4) In the case of a sale of a mobile home, the notice of assignment must also—

(a) specify the purchase price of the mobile home and the amount of commission which the assignee is required to pay to the owner under paragraph 9(4) or 10(8) of Chapter 2 of Part 1 of Schedule 2 to the 2013 Act (as the case may be); and

(b) contain an explanation of the requirements prescribed by regulation 10 (payment of commission).

(5) In cases where the site has pre-commencement rules or site rules, the notice of assignment must also contain a statement confirming that the assignee has read and understood those rules (or has had them explained to them) and agrees to comply with them.

(6) In cases where the site has a pre-commencement rule or site rule relating to the age of occupiers, the notice of assignment must also specify the age of the assignee and any person intending to reside in the mobile home with the assignee.

(7) The notice of assignment must be—

(a) provided in the form prescribed in Schedule 5, or in a form substantially to the same effect; and

(b) accompanied by the documents mentioned in paragraph (8).

(8) The documents are—

(a) a copy of the instrument giving effect to the assignment;

(b) in the case of a sale, documentary evidence of the price paid by the assignee for the mobile home;

(c) a copy of any pre-commencement rules or site rules which the assignee received pursuant to regulation 3(1)(c) or (d) (as the case may be); and

(d) a copy of the agreement and written statement that the assignee received pursuant to regulation 3(1)(a).

(9) The notice of assignment and other documents required to be provided to the owner under this regulation may be either delivered to the owner personally or sent by post.

Payment of commission

10.—(1) As soon as practicable after receipt of the notice of assignment, the owner must provide details of the bank account into which the owner wishes the assignee to pay the commission which the assignee is required to pay to the owner under paragraph 9(4) or 10(8) of Chapter 2 of Part 1 of Schedule 2 to the 2013 Act (as the case may be).

(2) O fewn 7 niwrnod ar ôl derbyn y manylion hynny, rhaid i'r aseinau dalu'r comisiwn i'r cyfrif banc.

Rheolau cyn cychwyn sy'n ymwneud â gwerthiannau, anrhegion ac aseiniadau: materion a ragnodir

11.—(1) Nid oes gan reol cyn cychwyn sy'n ymwneud â gwerthu cartref symudol unrhyw effaith i'r graddau ei bod yn gwneud darpariaeth mewn perthynas ag unrhyw un neu ragor o'r materion a grybwyllir ym mharagraff (2) o'r rheoliad hwn.

(2) Dyma'r materion—

- (a) a ddylid atal y meddiannydd rhag gwerthu cartref symudol neu ei roi yn anrheg i unrhyw un heblaw am y perchennog;
- (b) a ddylai fod yn ofynnol i'r meddiannydd hysbysu'r perchennog am fwriad y meddiannydd i werthu cartref symudol neu ei roi yn anrheg;
- (c) a ddylai fod yn ofynnol i'r meddiannydd ddefnyddio gwasanaethau'r perchennog neu berson a bennir gan y perchennog at ddibenion gwerthu cartref symudol neu ei roi yn anrheg;
- (d) a ddylid atal y meddiannydd rhag defnyddio gwasanaethau asiant tai at ddibenion gwerthu'r cartref symudol;
- (e) a ddylid atal y meddiannydd rhag defnyddio gwasanaethau a ddarperir gan gyfreithiwr at ddibenion gwerthu cartref symudol neu ei roi yn anrheg ac aseinio'r cytundeb;
- (f) a ddylid atal y meddiannydd rhag defnyddio unrhyw wasanaethau a fyddai fel arall ar gael i'r meddiannydd at ddibenion gwerthu cartref symudol neu ei roi yn anrheg;
- (g) a ddylid atal y meddiannydd rhag hysbysebu bod y cartref symudol ar werth drwy hysbysiad, bwrdd neu hysbyslen a osodir ar y cartref symudol neu ar y llain;
- (h) a ddylai fod yn ofynnol i'r meddiannydd—
 - (i) trefnu bod arolwg o'r cartref symudol neu'r llain yn cael ei gynnal; neu
 - (ii) caniatáu i'r perchennog neu ei asiant gynnal arolwg o'r cartref symudol neu'r llaincyn gwerthu cartref symudol neu ei roi yn anrheg;
- (i) a ddylai fod yn ofynnol i'r meddiannydd werthu cartref symudol neu ei roi yn anrheg neu aseinio'r cytundeb ym mhresenoldeb y perchennog;

(2) Within 7 days of receipt of those details, the assignee must pay the commission into the bank account.

Pre-commencement rules relating to sales, gifts and assignments: prescribed matters

11.—(1) A pre-commencement rule which relates to the sale of a mobile home is of no effect in so far as it makes provision in relation to any of the matters mentioned in paragraph (2) of this regulation.

(2) The matters are—

- (a) whether the occupier should be prevented from selling or gifting the mobile home to anyone other than the owner;
- (b) whether the occupier should be required to notify the owner of the occupier's intention to sell or gift the mobile home;
- (c) whether the occupier should be required to use the services of the owner or a person specified by the owner for the purposes of selling or gifting the mobile home;
- (d) whether the occupier should be prevented from using the services of an estate agent for the purposes of selling the mobile home;
- (e) whether the occupier should be prevented from using services provided by a solicitor for the purposes of selling or gifting the mobile home and assigning the agreement;
- (f) whether the occupier should be prevented from using any services that would otherwise be available to the occupier for the purposes of selling or gifting the mobile home;
- (g) whether the occupier should be prevented from advertising the mobile home for sale by means of a notice, board or placard affixed to the mobile home or to the pitch;
- (h) whether the occupier should be required to—
 - (i) obtain a survey of the mobile home or the pitch; or
 - (ii) permit the owner or their agent to undertake a survey of the mobile home or the pitchbefore selling or gifting the mobile home;
- (i) whether the occupier should be required to sell or gift the mobile home or assign the agreement in the presence of the owner;

(j) a ddylai fod yn ofynnol i'r meddiannydd neu'r meddiannydd arfaethedig ddarparu manylion personol y meddiannydd arfaethedig i berchennog y safle neu fanylion unrhyw berson arall sy'n bwriadu byw yn y cartref symudol gyda'r meddiannydd arfaethedig;

(k) a ddylai fod yn ofynnol i'r meddiannydd arfaethedig fynd i gyfarfod â'r perchennog.

(3) Mae'r canlynol yn enghreifftiau o "manylion personol"—

(a) cyfeiriad cartref neu fanylion cyswllt eraill y person o dan sylw;

(b) unrhyw wybodaeth ariannol sy'n ymwneud â'r person o dan sylw; ac

(c) manylion am oedran, tarddiad ethnig, rhyw neu gyfeiriadedd rhywiol y person dan sylw.

(4) Yn is-baragraffau (c), (d), (e), (f) ac (h) o baragraff (2) mae cyfeiriadau at werthu cartref symudol yn cynnwys cyfeiriad at farchnata, hysbysebu neu gynnig cartref symudol i'w werthu.

(j) whether the occupier or the proposed occupier should be required to provide the site owner with the personal details of the proposed occupier or of any other person intending to live in the mobile home with the proposed occupier;

(k) whether the proposed occupier should be required to attend a meeting with the owner.

(3) The following are examples of "personal details"—

(a) the home address or other contact details of the person concerned;

(b) any financial information relating to the person concerned; and

(c) details of the age, ethnic origin, sex or sexual orientation of the person concerned.

(4) In sub-paragraphs (c), (d), (e), (f) and (h) of paragraph (2) references to selling a mobile home include a reference to marketing, advertising or offering the mobile home for sale.

Carl Sargeant

Y Gweinidog Tai ac Adfywio, un o Weinidogion
Cymru

Minister for Housing and Regeneration, one of the
Welsh Ministers

2 Gorffennaf 2014

2 July 2014

ATODLEN 1 Rheoliad 3

Hysbysiad i feddiannydd arfaethedig

FFURFLEN GWYBODAETH I BRYNWR (hysbysiad i feddiannydd arfaethedig) (ffurflen i'w chwblhau gan y gwerthwr a'i rhoi i'r prynwr arfaethedig)
I
Gan
Adran 1 - gwybodaeth ariannol
(i) Pris arfaethedig y gwerthiant Pris gwerthu'r cartref symudol yw £
(ii) Swm y comisiwn sy'n daladwy i berchennog y safle Os byddwch yn prynu'r cartref symudol, bydd yn ofynnol i chi ddiynnu'r swm o £..... [mewnosoder swm] o bris y gwerthiant a thalu'r swm hwn yn uniongyrchol i gyfrif banc perchennog y safle ar ôl cwblhau'r gwerthiant ac aseinio'r cytundeb (gweler nodyn(i)).
(iii) Ffi am y llain Swm y ffi am y llain sy'n daladwy i berchennog y safle yw £[mewnosoder y swm] yr wythnos/y mis/bob chwarter/y flwyddyn [dileer fel y bo'n briodol]. Mae'r ffi am y llain yn daladwy ar[mewnosoder y diwrnod/dyddiad y mae'n daladwy]. Dyddiad yr adolygiad nesaf o'r ffi am y llain yw[mewnosoder y dyddiad]. Mae'r gwasanaethau canlynol wedi eu cynnwys yn y ffi am y llain — Ôl-ddyledion y ffi am y llain a/neu daliadau sy'n daladwy o dan y cytundeb Mae gen i ôl-ddyledion/Does gen i ddim ôl-ddyledion (dileer fel y bo'n briodol) o ran y ffioedd am y llain. Swm yr ôl-ddyledion yw £[mewnosoder y swm sydd heb ei dalu] ar gyfer y cyfnod rhwng(mewnosoder y dyddiad dechrau) a (mewnosoder y dyddiad gorffen). Rwyf wedi ymrwymo i'r cytundeb canlynol gyda pherchennog y safle er mwyn clirio'r ôl- ddyledion
(iv) Y dreth gyngor Band prisio'r dreth gyngor sy'n berthnasol i'r cartref symudol yw.....[mewnosoder band prisio'r dreth gyngor].
(v) Benthyciadau heb eu talu sydd wedi eu sicrhau ar y cartref symudol Myfi yw perchennog cyfreithiol y cartref symudol yr wyf yn ei werthu gyda meddiant gwag, ac rwy'n cadarnhau nad oes benthyciadau heb eu talu sydd wedi eu sicrhau ar y cartref symudol []
Adran 2 – gwybodaeth am gytundeb gwerthwr (gweler nodyn (ii)) Cafodd y cytundeb hwn ei wneud/ei aseinio i mi [dileer fel y bo'n briodol] ar[mewnosoder dyddiad].

Nodyn Pwysig

Os cafodd y cytundeb ei wneud ar 1 Hydref 2014 neu wedi hynny neu os cafodd ei aseinio i'r gwerthwr ar y dyddiad hwnnw neu wedi hynny, nid yw'n ofynnol i'r gwerthwr hysbysu perchennog y safle am ei fwriad i werthu'r cartref symudol ac aseinio'r cytundeb.

Os cafodd y cytundeb ei wneud rhwng y gwerthwr a pherchennog y safle cyn 1 Hydref 2014 neu os cafodd ei aseinio i'r gwerthwr cyn y dyddiad hwnnw, yna os ydych chi a'r gwerthwr yn penderfynu bwrw ymlaen â'r trafodiad, bydd yn ofynnol i'r gwerthwr yn ôl y gyfraith hysbysu perchennog y safle am ei fwriad i werthu ei gartref symudol ac aseinio'r cytundeb i chi. Bydd hefyd yn ofynnol i'r gwerthwr roi gwybodaeth benodol amdanoch chi i berchennog y safle y bydd yn ofynnol i chi gadarnhau ei dilysrwydd drwy gwblhau 'hysbysiad o'r bwriad i werthu' y bydd y gwerthwr yn ei anfon at berchennog y safle. Bydd gan berchennog y safle gyfnod o 21 o ddiwrnodau, gan ddechrau gyda'r dyddiad pan dderbyniodd yr hysbysiad o'r bwriad i werthu, pan gaiff wneud cais i driwlynys, ar un o'r seiliau a ragnodir yn rheoliad 7 o Reoliadau Cartrefi Symudol (Gwerthu a Rhoi yn Anrheg) (Cymru) 2014, am orchymyn gwrthod er mwyn atal y gwerthiant rhag mynd rhagddo.

Ym mhob achos fodd bynnag, nid oes angen i chi gysylltu â pherchennog y safle yn uniongyrchol cyn cwblhau gwerthiant y cartref symudol. Os bydd y perchennog neu rywun ar ran y perchennog yn cysylltu â chi, nid oes angen i chi ddarparu unrhyw fanylion personol neu fanylion am y trafodiad arfaethedig ar hyn o bryd. Os byddwch yn bwrw ymlaen â'r pryniant, byddwch yn gorfod cwblhau'r aseiniad yn unol â rheoliad 9 o'r Rheoliadau ac Atodlen 4 iddynt. Bydd hefyd angen i chi hysbysu perchennog y safle am werthiant y cartref symudol ac aseiniad y cytundeb o fewn 7 niwrnod i ddyddiad yr aseiniad, drwy gyflwyno hysbysiad o aseiniad ar y ffurf a bennir yn Atodlen 5 i'r Rheoliadau.

Adran 3 – gwybodaeth am y safle a pherchennog y safle

(i) Enw perchennog (perchnogion) y safle:

.....

.....[*mewnosodwch enw(au)*]

(ii) Y cyfeiriad lle gellir cyflwyno hysbysadau i berchennog/perchnogion y safle :

.....

.....

[*mewnosoder cyfeiriad perchennog y safle er mwyn cyflwyno hysbysadau os yw hwn wedi ei ddarparu i chi, neu pan nad yw'r cyfeiriad hwn wedi ei ddarparu, unrhyw gyfeiriad hysbys arall ar gyfer perchennog y safle*]

(iii) Yr awdurdod lleol sy'n gyfrifol am yr ardal lle mae'r safle wedi ei leoli

.....

.....

[*mewnosoder enw a chyfeiriad yr awdurdod lleol*]

Manylion unrhyw achosion cyfreithiol mewn perthynas ag unrhyw faterion yn ymwneud â'r cartref symudol, y cytundeb neu'r safle yr ydych yn barti iddo ac sydd wedi cael eu cyhoeddi neu eu cychwyn ond nad yw'r triwlynys neu'r llys wedi ei waredu neu eu tynnu'n ôl

.....

.....

Enw

Llofnodwyd

Dyddiad

Dogfennau

Nodiadau pwysig

Mae'n ofynnol i'r gwerthwr ddarparu'r wybodaeth a nodir yn y ffurflen hon a'r dogfennau a restrir isod i'r prynwr arfaethedig o leiaf 28 o ddiwrnodau cyn cwblhau gwerthiant y cartref symudol ac aseinio'r cytundeb.

Os yw'r prynwr arfaethedig yn cytuno y gall yr wybodaeth a'r dogfennau gael eu darparu llai na 28 o ddiwrnodau cyn dyddiad cwblhau'r gwerthiant ac aseinio'r cytundeb, rhaid i'r prynwr arfaethedig nodi hyn yn ysgrifenedig, gan roi gwybod i'r gwerthwr beth yw ei ddyddiad dewisedig a dylid darparu'r wybodaeth a'r dogfennau erbyn hynny.

Amgaeaf y dogfennau canlynol er gwybodaeth (*ticiwch bob dogfen a ddarperir*)

- (i) Copi o fy nghytundeb (gan gynnwys telerau ymhlyg) a datganiad ysgrifenedig []
- (ii) Copi o unrhyw reolau cyn cychwyn sydd mewn grym []
- (iii) Copi o unrhyw reolau safle sydd mewn grym []
- (iv) Tystiolaeth ddogfennol o daliadau sy'n daladwy i **berchennog y safle** ar gyfer
 - Nwy []
 - Trydan []
 - Dŵr []
 - Carthffosiaeth []
 - defnyddio garej, lle parcio neu dŷ allan []
 - unrhyw wasanaethau eraill []

(*Os yw'n berthnasol dylid cynnwys manylion ynghylch pryd mae'r taliadau hyn yn daladwy a phryd y mae angen eu hadolygu nesaf*)

- (v) Tystiolaeth ddogfennol am daliadau sy'n daladwy i **drydydd parti** ar gyfer
 - Nwy []
 - Trydan []
 - Dŵr []
 - Carthffosiaeth []
 - defnyddio garej, lle parcio neu dŷ allan []
 - unrhyw wasanaethau eraill []

(*Os yw'n berthnasol dylid cynnwys manylion ynghylch pryd y mae'r taliadau yn daladwy a phryd y dylid eu hadolygu nesaf*)

- (vi) Copi o unrhyw warant ddilys ar gyfer y cartref symudol []
- (vii) Manylion unrhyw arolwg o'r cartref symudol, safle neu lain a gynhaliwyd ar unrhyw adeg yn ystod y 12 mis cyn dyddiad yr hysbysiad hwn []

Pan nad ydych yn gallu darparu dogfen a restrir uchod, rhowch eglurhad am hyn isod:

.....
.....

Nodiadau

- (i) O dan Ddeddf Cartrefi Symudol (Cymru) 2013 y swm uchaf o gomisiwn y gall perchennog y safle ei gwneud yn ofynnol i chi ei dalu yw 10% o'r pris prynu. O dan reoliad 10 o Reoliadau Cartrefi Symudol (Gwerthu a Rhoi yn Anrheg) (Cymru) 2014 mae'n ofynnol i chi dalu'r comisiwn i perchennog y safle o fewn 7 niwrnod ar ôl derbyn manylion banc perchennog y safle, ac ar ôl hysbysu perchennog y safle am gwblhau'r gwerthiant ac aseinio'r cytundeb.
- (ii) Ystyr cytundeb yw cytundeb o dan adran 48(1) o Ddeddf Cartrefi Symudol (Cymru) 2013 ac mae'n cynnwys datganiad ysgrifenedig a roddir i'r gwerthwr o dan adran 49(1) o Ddeddf Cartrefi Symudol (Cymru) 2013 pan fo'r gwerthwr yn meddu ar un.

Rhybudd i'r gwerthwr:

Os byddwch yn methu â chydymffurfio â'r ddyletswydd i ddarparu'r wybodaeth hon gallech fod yn agored i hawliad sifil am dorri eich dyletswydd statudol, yn unol â pharagraff 11(6) o Ran 1 o Atodlen 2 i Ddeddf Cartrefi Symudol (Cymru) 2013.

ATODLEN 2 Rheoliad 4

Hysbysiad o'r bwriad i werthu

FFURFLEN HYSBYSIAD O'R BWRIAD I WERTHU (ffurflen i'w chwblhau gan y gwerthwr a'r prynwr a'i rhoi i berchennog y safle— Ar gyfer cytundebau presennol yn unig (gweler nodyn (i))									
I	(<i>mewnosoder enw perchennog y safle</i>)								
Gan	(<i>mewnosoder enw'r gwerthwr/gwerthwyr</i>)								
Adran 1 - Partïon Myfi/Ni yw perchennog/perchnogion y cartref symudol yn(<i>mewnosoder enw a chyfeiriad y cartref symudol</i>) yr ydw i/yr ydym ni yn bwriadu ei werthu i(<i>mewnosoder enw'r prynwr/prynwyr</i>).									
Adran 2 (i'w chwblhau ddim ond os oes gan y safle reolau ynghylch cyfyngiadau oedran, anifeiliaid anwes neu gerbydau) [Gweler nodyn (ii)] (i) Rwyf wedi rhoi copi o'r rheolau i'r meddiannydd [prynwr] arfaethedig. Mae'r meddiannydd [prynwr] arfaethedig yn cadarnhau ei fod wedi darllen ac wedi deall y rheolau (neu fod rhywun wedi eu hegluro iddo) ac yn gallu cydymffurfio â hwy. (ii) Safle gyda rheol(au) yn ymwneud â chadw anifeiliaid: Nid yw'r meddiannydd arfaethedig yn bwriadu cadw anifeiliaid ar y safle/Mae'r meddiannydd arfaethedig yn bwriadu cadw'r anifeiliaid canlynol ar y safle (<i>dileer fel y bo'n briodol</i>). Os ydych yn bwriadu cadw anifeiliaid, rhowch fanylion y math o anifail/anifeiliaid a'r nifer a, phan mai ci yw'r anifail, y brîd: (iii) Safleoedd gyda rheol(au) yn ymwneud â pharcio cerbydau ar y safle: Mae'r/Nid yw'r meddiannydd arfaethedig yn bwriadu parcio cerbydau ar y safle (<i>dileer fel y bo'n briodol</i>). <i>Rhowch ddisgrifiad o'r cerbydau dan sylw. Peidiwch â rhoi'r rhifau cofrestru</i> (iv) Safleoedd â rheol(au) yn ymwneud ag oedran meddiannwyr: Mae'r meddiannydd arfaethedig yn cadarnhau y byddai'r personau canlynol yn meddiannu'r cartref symudol fel eu hunig breswylfa neu eu prif breswylfa: <table><thead><tr><th>Enw</th><th>Oedran</th></tr></thead><tbody><tr><td>.....</td><td>.....</td></tr><tr><td>.....</td><td>.....</td></tr><tr><td>.....</td><td>.....</td></tr></tbody></table>		Enw	Oedran
Enw	Oedran								
.....								
.....								
.....								

Adran 3 – Llofnod (gweler nodyn (iii))

Llofnod Dyddiedig:

(y gwerthwr)

Llofnod Dyddiedig:

(y prynwr)

At sylw perchennog y safle

Os oes gennych unrhyw ymholiadau rhowch wybod i'r gwerthwr cyn gynted â phosibl. Os byddwch yn penderfynu gwneud cais i dribiwnlys am orchymyn gwrthod rhaid i chi wneud y cais a chyflwyno hysbysiad o'r cais i'r gwerthwr, o fewn 21 o ddiwrnodau ar ôl derbyn yr hysbysiad hwn.

Os nad yw'r gwerthwr yn derbyn hysbysiad o'ch cais am orchymyn gwrthod o fewn y cyfnod o 21 o ddiwrnodau, caiff y gwerthwr fwrw ymlaen â'r gwerthiant heb ymgynghori â chi ymhellach ac ni fydd y tribiwnlys yn gallu ystyried eich cais.

Nodiadau

- (i) Cytundeb presennol yw cytundeb a wnaed cyn i adran 48(1) o Ddeddf Cartrefi Symudol (Cymru) 2013 gychwyn ac a wnaed ar 30 Medi 2014 neu cyn hynny ac nad yw wedi ei aseinio ers y dyddiad hwnnw. Dim ond ar gyfer cartrefi symudol sy'n cael eu gwerthu o dan gytundebau presennol y mae'n rhaid cwblhau'r ffurflen hon. Pan gaiff cytundeb ei wneud ar 1 Hydref 2014 neu ar ôl hynny neu os cafodd ei wneud cyn y dyddiad hwnnw ond ei fod wedi ei aseinio ar un achlysur neu ragor er 30 Medi 2014, gall y cartref symudol gael ei werthu a'r cytundeb ei aseinio heb fod angen hysbysu perchennog y safle (gweler paragraff 9(1) o Bennod 2 o Ran 1 o Atodlen 2 i Ddeddf Cartrefi Symudol (Cymru) 2013).
- (ii) Yn unol â rheoliad 7 o Reoliadau Cartrefi Symudol (Gwerthu a Rhoi yn Anrheg) (Cymru) 2014, yr unig seiliau y gellir gwneud cais am orchymyn gwrthod arnynt yw, pe bai'r meddiannydd arfaethedig yn dod yn feddiannydd, y byddai'r meddiannydd arfaethedig neu'r person sy'n bwriadu preswyllo gyda'r meddiannydd arfaethedig yn torri rheol cyn cychwyn neu reol safle:
 - (a) oherwydd oedran,
 - (b) drwy gadw anifeiliaid y caiff disgrifiad ohonynt ei bennu yn y rheol,
 - (c) drwy barcio cerbydau ar y safle y caiff disgrifiad ohonynt yn y rheol,
 - (d) drwy barcio nifer o gerbydau ar y safle sy'n fwy na'r nifer a bennir yn y rheol.
- (iii) Cyn llofnodi'r ffurflen rhaid i chi sicrhau bod yr wybodaeth a ddarperir yn wir, yn gywir ac yn gyfredol (hyd eithaf eich gwybodaeth a'ch cred) .

ATODLEN 3 Rheoliad 5

Hysbysiad o'r bwriad i roi'r cartref yn anrheg

<p>FFURFLEN HYSBYSIAD O'R BWRIAD I ROI'R CARTREF YN ANRHEG (ffurflen i'w chwblhau gan y meddiannydd a'i rhoi i berchennog y safle— Ar gyfer cytundebau presennol yn unig (gweler nodyn (i))</p>
<p>I(mewnosoder enw perchennog y safle) Gan(mewnosoder enw meddiannydd)</p>
<p>Adran 1 Myfi/Ni yw perchennog/perchnogion y cartref symudol yn (mewnosoder enw a chyfeiriad y cartref symudol) Rydw i/rydym ni yn bwriadu ei roi yn anrheg i (mewnosoder enw'r meddiannydd arfaethedig) sef fy(mewnosoder eich perthynas â'r meddiannydd arfaethedig) (gweler nodyn (ii)). Amgaeaf y dystiolaeth berthnasol ganlynol (ticiwch un neu ragor fel y bo'n berthnasol) (gweler nodyn (iii)) — datganiad ysgrifenedig ar lw, yn egluro'r berthynas deuluol rhwng y meddiannydd a'r meddiannydd arfaethedig [] — tystysgrif geni neu dystysgrif mabwysiadu [] — tystysgrif priodas neu bartneriaeth sifil [] — tystiolaeth berthnasol arall (disgrifiwch) []</p>
<p>Adran 2 (i'w chwblhau <u>dim ond</u> os oes gan y safle reolau o ran cyfyngiadau oedran, anifeiliaid anwes neu gerbydau) [Gweler nodyn (iv)] (i) Rwyf wedi darparu copi o'r rheolau i'r meddiannydd arfaethedig. (ii) Mae'r meddiannydd arfaethedig yn cadarnhau ei fod wedi darllen ac wedi deall y rheolau (neu fod rhywun wedi eu hegluro iddo) ac yn gallu cydymffurfio â hwy. (iii) Safleoedd â rheol(au) yn ymwneud â chadw anifeiliaid: Nid yw'r meddiannydd arfaethedig yn bwriadu cadw anifeiliaid ar y safle/Mae'r meddiannydd arfaethedig yn bwriadu cadw'r anifeiliaid canlynol ar y safle (<i>dileer fel y bo'n briodol</i>). Os yw'r meddiannydd arfaethedig yn bwriadu cadw anifeiliaid, rhowch fanylion y math o anifail/anifeiliaid a'r nifer(oedd) a, phan mai ci yw'r anifail, y brîd:</p>

(iv) Safleoedd â rheol(au) yn ymwneud â pharcio cerbydau ar y safle:

Mae'r/Nid yw'r meddiannydd arfaethedig yn bwriadu parcio cerbydau ar y safle (*dileer fel y bo'n briodol*).

.....
.....
.....

Rhowch ddisgrifiad o'r cerbydau dan sylw. Peidiwch â rhoi'r rhifau cofrestru

(v) Safleoedd â rheol(au) yn ymwneud ag oedran meddianwyr:

Mae'r meddiannydd arfaethedig yn bwriadu y byddai'r personau canlynol yn meddiannu'r cartref symudol fel eu hunig breswylfa neu eu prif breswylfa:

Enw	Oedran
.....
.....
.....

Adran 3 – Llofnod (gweler nodyn (v))

Llofnodwyd: (y meddiannydd)	Dyddiedig:
--------------------------------	------------

Llofnodwyd: (y meddiannydd arfaethedig)	Dyddiedig:
--	------------

At sylw perchennog y safle

Os oes gennych unrhyw ymholiadau rhowch wybod i'r meddiannydd cyn gynted â phosibl. Os byddwch yn penderfynu gwneud cais i driwiwlys am orchymyn gwrthod rhaid ichi wneud y cais a chyflwyno hysbysiad o'r cais i'r meddiannydd, o fewn 21 o ddiwrnodau ar ôl derbyn yr hysbysiad hwn.

Os nad yw'r meddiannydd yn cael hysbysiad o'ch cais am orchymyn gwrthod o fewn y cyfnod o 21 o ddiwrnodau, caiff y meddiannydd fwrw ymlaen â'r gwerthiant heb ymgynghori â chi ymhellach ac ni fydd y triwiwlys yn gallu ystyried eich cais.

Nodiadau

- (i) Cytundeb presennol yw cytundeb a wnaed cyn i adran 48(1) o Ddeddf Cartref Symudol (Cymru) 2013 gychwyn ac a wnaed ar 30 Medi 2014 neu cyn hynny ac nad yw wedi ei aseinio ers y dyddiad hwnnw. Dim ond ar gyfer cartrefi symudol sy'n cael eu rhoi yn anrheg o dan gytundebau presennol y mae'n rhaid cwblhau'r ffurflen hon. Pan gafodd cytundeb ei wneud ar 1 Hydref 2014 neu wedi hynny neu os cafodd ei wneud cyn y dyddiad hwnnw ond ei fod wedi ei aseinio ar un achlysur neu ragor er 30 Medi 2014, gall y cartref symudol gael ei werthu a'r cytundeb ei aseinio heb fod angen hysbysu perchennog y safle (gweler paragraff 12(1) o Bennod 2 o Ran 1 o Atodlen 2 i Ddeddf Cartrefi Symudol (Cymru) 2013).
- (ii) Yn unol â'r diffiniad yn adran 55 o Ddeddf Cartrefi Symudol (Cymru) 2013, ystyrir bod y canlynol yn aelod o deulu person—
 - priod neu bartner sifil person neu unrhyw berson sy'n byw gyda'r person fel partner mewn perthynas deuluol barhaus,
 - rhieni, teidiau a neiniau, plant ac wyrion ac wyresau y person (gan gynnwys unrhyw berson sy'n y berthynas honno yn rhinwedd priodas neu bartneriaeth sifil neu berthynas deuluol barhaus) ac unrhyw berson arall sy'n cael ei drin gan y person fel plentyn teulu'r person, a
 - brodyr, chwiorydd, ewythrod, modrybedd, neiaint a nithoedd y person (gan gynnwys unrhyw berson sydd yn y berthynas honno yn rhinwedd priodas neu bartneriaeth sifil neu berthynas deuluol barhaus).

- (iii) Mae angen i chi ddarparu tystiolaeth berthnasol i ddangos eich bod yn rhoi cartref symudol yn anrheg i aelod o'ch teulu, fel y nodir ym mharagraffau 12 a 13 o Bennod 2 o Ran 1 o Atodlen 2 i Ddeddf Cartrefi Symudol (Cymru) 2013. Mae Rheoliad 6 yn rhestru'r dystiolaeth berthnasol a ragnodir gan Weinidogion Cymru ond bydd unrhyw dystiolaeth foddhaol arall sy'n dangos bod y person yr ydych yn bwriadu rhoi'r cartref symudol yn anrheg iddo yn aelod o'ch teulu, hefyd yn bodloni'r diffiniad o dystiolaeth berthnasol.
- (iv) O dan reoliad 7 o Reoliadau Cartrefi Symudol (Gwerthu a Rhoi yn Anrheg) (Cymru) 2014, yr unig seiliau y gall cais am orchymyn gwrthod gael ei wneud arnynt yw, pe bai'r meddiannydd arfaethedig yn dod yn feddiannydd, y byddai'r meddiannydd arfaethedig neu'r person sy'n bwriadu preswyllo gyda'r meddiannydd arfaethedig yn torri rheol cyn cychwyn neu reol safle:
 - (a) oherwydd oedran,
 - (b) drwy gadw anifeiliaid y caiff disgrifiad ohonynt ei bennu yn y rheol,
 - (c) drwy barcio cerbydau ar y safle y caiff disgrifiad ohonynt yn y rheol,
 - (d) drwy barcio nifer o gerbydau ar y safle sy'n fwy na'r nifer o bennir yn y rheol.
- (v) Cyn llofnodi'r ffurflen rhaid i chi sicrhau bod yr wybodaeth a ddarperir yn wir, yn gywir ac yn gyfredol (hyd eithaf eich gwybodaeth a'ch cred).

ATODLEN 4 Rheoliad 9(1)

Ffurflen aseiniad

Ffurflen Aseiniad (i'w chwblhau gan yr aseiniwr/aseinwyr a'r aseinau/aseineion)									
<p>Yn y ffurflen hon, ystyr "y cytundeb" yw'r cytundeb o dan Ddeddf Cartrefi Symudol (Cymru) 2013 rhwng y meddiannydd a pherchennog y safle sy'n rhoi'r hawl i'r meddiannydd osod cartref symudol ar lain.</p>									
<p>Adran 1: Y Partïon [gweler nodyn (i)]</p> <p>Rhwng yr aseiniwr:</p> <p>.....(mewnosoder enw a chyfeiriad y person sy'n aseinio'r cytundeb)</p> <p>A'r aseinau:</p> <p>.....(mewnosoder enw a chyfeiriad y person y caiff y cytundeb ei aseinio iddo)</p> <p>Mae'r aseiniwr yn aseinio'r cytundeb i'r aseinau ynghyd â'r holl hawliau a chyfrifoldebau sydd ynghlwm wrtho.</p>									
<p>Adran 2: Gwerthiannau (ar gyfer cwblhau gwerthiannau cartrefi symudol yn unig, nid ar gyfer rhoi cartrefi symudol yn anrheg)</p> <p>Mae'r aseinau wedi talu pris prynu o</p> <p>£..... i'r aseiniwr (mewnosoder pris y gwerthiant)</p> <p>ar gyfer (a) y cartref symudol sydd wedi ei leoli yn</p> <p>.....</p> <p>a (b) ar gyfer aseinio'r cytundeb.</p> <p>Talu Comisiwn</p> <p>O'r pris prynu o £..... mae'r aseinau yn cytuno i dalu swm o</p> <p>£..... i berchennog y safle mewn perthynas â'r comisiwn sy'n ddyledus i berchennog y safle o dan Ddeddf Cartrefi Symudol (Cymru) 2013 [gweler nodyn (ii)].</p>									
<p>Adran 3: Ffi am y Llain</p> <p>Mae'r aseinau yn cytuno i dalu'r ffi am y llain a chadw at delerau'r cytundeb.</p> <p>Y ffi bresennol am y llain yw £..... yr wythnos/y mis/bob chwarter/y flwyddyn (<i>dileer fel y bo'n berthnasol</i>)</p> <p>Y dyddiad nesaf ar gyfer adolygu'r ffi am y llain yw</p> <p>.....(mewnosoder dyddiad adolygu blynyddol)</p> <p>Mae'r aseinau yn addo indemnio'r aseiniwr yn erbyn unrhyw hawliad neu achos cyfreithiol sy'n codi oherwydd bod yr aseinau wedi methu â gwneud y taliadau sy'n ddyledus ganddo neu wedi methu â chadw at delerau'r cytundeb.</p> <table><tbody><tr><td>Aseiniwr</td><td>Aseinau</td></tr><tr><td>Enw</td><td>Enw</td></tr><tr><td>Llofnodwyd.....</td><td>Llofnodwyd</td></tr><tr><td>Dyddiad</td><td>Dyddiad</td></tr></tbody></table>		Aseiniwr	Aseinau	Enw	Enw	Llofnodwyd.....	Llofnodwyd	Dyddiad	Dyddiad
Aseiniwr	Aseinau								
Enw	Enw								
Llofnodwyd.....	Llofnodwyd								
Dyddiad	Dyddiad								

Nodiadau

- (i) Yr aseiniwr yw'r person sy'n gwerthu neu'n rhoi'r cartref symudol yn anrheg ac yn aseinio'r cytundeb a'r aseinaï yw'r person y caiff y cartref symudol ei werthu iddo neu ei roi iddo yn anrheg ac y caiff y cytundeb ei aseinio iddo.
- (ii) O dan Ddeddf Cartrefi Symudol (Cymru) 2013 y swm uchaf o gomisiwn y gall perchennog y safle ei gwneud yn ofynnol i chi ei dalu yw 10% o'r pris prynu. O dan reoliad 10 o Reoliadau Cartrefi Symudol (Gwerthu a Rhoi yn Anrheg) (Cymru) 2014 mae'n ofynnol i chi dalu'r comisiwn i berchennog y safle o fewn 7 niwrnod ar ôl y dyddiad pan mae perchennog y safle yn darparu manylion y cyfrif banc i chi, y mae'n ofynnol i'r comisiwn gael ei dalu iddo.

ATODLEN 5 Rheoliad 9(7)

Hysbysiad o aseiniad

HYSBYSIAD O ASEINIAD

(i'w gwblhau gan yr aseinau/aseineion a'i anfon at berchennog/perchnogion y safle o fewn 7 niwrnod ar ôl i'r cytundeb gael ei aseinio)

Adran 1 – Manylion y partïon

I:

.....(mewnosoder enw perchennog/perchnogion y safle)

Gan:

.....(mewnosoder enw(au) y meddiannydd/meddianwyr newydd)

Myfi/Ni yw meddianwyr newydd y cartref symudol a leolir yn

Cafodd cytundeb y llain ei aseinio i mi/ni ar(mewnosoder dyddiad yr aseiniad)
gan.....(mewnosoder enw y meddiannydd/meddianwyr blaenorol) yn unol â thelerau a nodir yn y datganiad ysgrifenedig/cytundeb ac yn cynnwys y rheini sydd ymhlyg yn y cytundeb drwy Ddeddf Cartrefi Symudol (Cymru) 2013.

Cyfeiriad y meddiannydd blaenorol yw:

Nodyn: Pan fo gwrthdaro rhwng term datganedig yn y cytundeb a therm ymhlyg, mae'r term ymhlyg yn drech na'r term datganedig a'r term ymhlyg sy'n rheoli'r cytundeb.

Adran 2 - pris prynu a thalu comisiwn (i'w chwblhau ar gyfer gwerthiannau'n unig, nid ar gyfer rhoi yn anrheg)

Pris Prynu

Prynais i/Prynom ni y cartref symudol am £.....(mewnosoder cyfanswm y pris prynu)

y mae'r swm o £.....(mewnosoder swm) yn gomisiwn sy'n ddyledus i berchennog y safle o dan Ddeddf Cartrefi Symudol (Cymru) 2013.

Talu Comisiwn

Mae'n ofynnol i berchennog y safle ddarparu manylion y cyfrif banc i mi y dylai'r comisiwn gael ei dalu iddo, cyn gynted ag y bo'n ymarferol ar ôl derbyn yr hysbysiad hwn.

Nodyn: Mae gan y meddiannydd newydd 7 niwrnod ar ôl y dyddiad pan mae'n derbyn manylion banc perchennog y safle i dalu'r comisiwn i berchennog y safle.

Adran 3 – personau sy'n preswyllo yn y cartref symudol

Rwy'n/Rydym ni yn cadarnhau y bydd y personau canlynol yn meddiannu'r cartref symudol fel eu hunig breswylfa neu eu prif breswylfa

Enw	Oedran
.....
.....
.....
.....

(DS: Dim ond os oes gan y parc reolau safle mewn perthynas ag oedran y dylid darparu oedran y personau sy'n preswyllo yn y cartref symudol)

Adran 4 (i'w chwblhau ddim ond os oes gan y parc reolau safle o ran cyfyngiadau oedran, anifeiliaid anwes neu gerbydau)

Rydw i/Rydym ni wedi darllen ac wedi deall rheolau'r safle (neu mae rhywun wedi eu hegluro i mi/ni) ac yn cytuno i gydymffurfio â hwy.

Adran 5 – Dogfennau

Amgaeaf y dogfennau canlynol a ddarparwyd i mi gan y meddiannydd blaenorol er gwybodaeth (ticiwch bob dogfen a ddarparwyd);

- Copi o offeryn yr aseiniad []
- Copi o unrhyw reolau cyn cychwyn/rheolau safle []
- Copi o'r cytundeb, telerau ymhlyg a datganiad ysgrifenedig []
- Tystiolaeth ddogfennol am y pris a dalwyd am y cartref symudol []

Adran 6 – Llofnod

Llofnodwyd: Dyddiedig:

Nodyn: Cyn llofnodi'r ffurflen rhaid i chi sicrhau bod yr wybodaeth a ddarperir yn wir, yn gywir ac yn gyfredol (hyd eithaf eich gwybodaeth a'ch cred).

SCHEDULE 1 Regulation 3

Notice to proposed occupier

BUYER'S INFORMATION FORM (notice to proposed occupier)
(form to be completed by the seller and given to the proposed buyer)

To [insert name of proposed buyer]

From [insert name and address of seller]

Section 1 – financial information

(i) Proposed sale price

The sale price of the mobile home is £ [insert amount]

(ii) Amount of commission payable to the site owner

If you purchase the mobile home, you will be required to deduct the amount of £ [insert amount] from the sale price and pay this amount directly to the site owner's bank account following the completion of the sale and assignment of the agreement (see note (i)).

(iii) Pitch fee

The amount of the pitch fee payable to the site owner is £ [insert amount] per week/month/quarter/year [delete as appropriate].

The pitch fee is payable on [insert day/date payable].

The next pitch fee review date is [insert date].

The following services are included in the pitch fee —

.....
.....

Arrears of pitch fee and/or of charges payable under the agreement

I have arrears/no arrears (delete as appropriate) of pitch fees.

The amount of arrears is £ (insert outstanding amount) covering the period (insert start date) to (insert end date).

I have entered into the following arrangement entered with the site owner to clear the arrears
.....

(iv) Council tax

The council tax valuation band applicable to the mobile home is [insert council tax valuation band].

(v) Outstanding loans secured on mobile home

I am the legal owner of the mobile home which I am selling with vacant possession, and I confirm there are no outstanding loans secured on the mobile home []

Section 2 – information about the seller's agreement (see note (ii))

This agreement was made/assigned to me [delete as appropriate] on [insert date].

Important Note

If the agreement was made on or after 1 October 2014 or was assigned to the seller on or after that date, the seller is not required to notify the site owner of their intention to sell the mobile home and assign the agreement.

If the agreement was made between the seller and site owner before 1 October 2014 or was assigned to the seller before that date, then if you and the seller decide to go ahead with the transaction, the seller will be required by law to notify the site owner of their intention to sell their mobile home and assign the agreement to you. The seller will also be required to provide the site owner with certain information about you which you will be required to verify by completing a 'notice of proposed sale' which the seller will send to the site owner. The site owner will have a 21 day period, beginning with the date when they received the notice of proposed sale, during which they may apply to a tribunal, on one of the grounds prescribed in regulation 7 of the Mobile Homes (Selling and Gifting) (Wales) Regulations 2014, for a refusal order to prevent the sale from going ahead.

In all cases however, you do not need to contact the site owner directly before completion of the sale of the mobile home. If you are contacted by the owner or on the owner's behalf, you do not need to provide any personal details or details of the proposed transaction at this stage. If you go ahead with the purchase, you will be obliged to complete the assignment in accordance with regulation 9 of and Schedule 4 to the Regulations. You will also need to notify the site owner of the sale of the mobile home and assignment of the agreement within 7 days of the date of assignment, by serving a notice of assignment in the form specified in Schedule 5 to the Regulations.

Section 3 – information about the site and site owner

(i) Name of the site owner(s):

.....
.....[insert name(s)]

(ii) Address at which notices may be served on the site owner(s):

.....
.....

[insert site owner's address for service of notices if this has been supplied to you, or where this address has not been supplied, any other known address of the site owner]

(iii) Local authority responsible for the area in which the site is situated

.....
.....

[insert name and address of local authority]

Details of any legal proceedings in respect of any matters relating to the mobile home, the agreement or the site to which you are a party and which have been issued or commenced but have not been disposed of by the tribunal or court or withdrawn

.....
.....

Name

Signed

Date

Documents

Important notes

The seller is required to provide the information set out in this form and the documents listed below to the proposed buyer at least 28 days before the completion of the sale of the mobile home and assignment of the agreement.

If the proposed buyer consents to the information and documents being provided less than 28 days before the date of completion of the sale and assignment of the agreement, the proposed buyer must set this out in writing, letting the seller know their chosen date by which the information and documents is to be provided.

I enclose the following documents for your information (*place a tick against each document supplied*)

- (i) A copy of my agreement (including implied terms) and written statement []
- (ii) A copy of any pre-commencement rules which are in force []
- (iii) A copy of any site rules which are in force []
- (iv) Documentary evidence of charges payable to **the site owner** for
 - Gas []
 - Electricity []
 - Water []
 - Sewerage []
 - use of garage, parking space or outbuilding []
 - any other services []

(Details should be included, if applicable, of when these charges are payable and when they are next due for review)

- (v) Documentary evidence of charges payable to **a third party** for
 - Gas []
 - Electricity []
 - Water []
 - Sewerage []
 - use of garage, parking space or outbuilding []
 - any other services []

(Details should be included, if applicable, of when these charges are payable and when they are next due for review)

- (vi) A copy of any valid warranty for the mobile home []
- (vii) Details of any survey of the mobile home, base or pitch which you have had carried out at any time during the 12 months preceding the date of this notice []

Where you are unable to provide a document listed above, please given an explanation below as to why this is the case:

.....
.....

Notes

- (i) Under the Mobile Homes (Wales) Act 2013 the maximum amount of commission that the site owner can require you to pay is 10% of the purchase price. Under regulation 10 of the Mobile Homes (Selling and Gifting) (Wales) Regulations 2014 you are required to pay the commission to the site owner within 7 days of receipt of the site owner's bank details, following notification to the site owner of completion of the sale and assignment of the agreement.
- (ii) Agreement means an agreement under section 48(1) of the Mobile Homes (Wales) Act 2013 and includes the written statement provided to the seller under section 49(1) of the Mobile Homes (Wales) Act 2013 where the seller has one.

Warning to seller:

If you fail to comply with the duty to provide this information you may be liable for a civil claim for breach of your statutory duty, in accordance with paragraph 11(6) of Part 1 of Schedule 2 to the Mobile Homes (Wales) Act 2013.

SCHEDULE 2 Regulation 4

Notice of proposed sale

NOTICE OF PROPOSED SALE FORM (form to be completed by the seller and buyer and given to the site owner— For existing agreements only (see note (i))									
To	(insert name of site owner)								
From	(insert name of seller(s))								
Section 1 – Parties I am/we are the legal owner(s) of the mobile home at(insert name and address of mobile home) which I am/we are proposing to sell to(insert name of buyer(s)).									
Section 2 (to be completed only if the site has rules on age restrictions, pets or vehicles) [See note (ii)] (i) I have provided the proposed occupier [buyer] with a copy of the rules. The proposed occupier [buyer] confirms that they have read and understood the rules (or have had them explained to them) and are able to comply with them. (ii) Site with rule(s) relating to the keeping of animals: The proposed occupier does not intend to keep animals on the site/intends to keep the following animals on the site (<i>delete as appropriate</i>). If you intend keeping animals, insert details of the type and number of animal(s) and, where the animal is a dog, the breed: (iii) Sites with rule(s) relating to the parking of vehicles on the site: The proposed occupier intends to park/not to park (<i>delete as appropriate</i>) vehicles on the site. <i>Give a description of the vehicles in question. Do not give the registration numbers</i> (iv) Sites with rule(s) relating to the age of occupiers: The proposed occupier confirms that the following persons would occupy the mobile home as their only or main residence: <table><thead><tr><th>Name</th><th>Age</th></tr></thead><tbody><tr><td>.....</td><td>.....</td></tr><tr><td>.....</td><td>.....</td></tr><tr><td>.....</td><td>.....</td></tr></tbody></table>		Name	Age
Name	Age								
.....								
.....								
.....								

Section 3 – Signature (see note (iii))

Signed
(the seller)

Dated:

Signed
(the buyer)

Dated:

For the attention of the site owner

If you have any queries please let the seller know as soon as possible. If you decide to apply to a tribunal for a refusal order you must make the application and must serve notice of the application on the seller, within 21 days of receipt of this notice.

If the seller does not receive notice of your application for a refusal order within the 21 day period, the seller may proceed with the sale without consulting you further and the tribunal will not be able to consider your application.

Notes

- (i) An existing agreement is an agreement made before the commencement of section 48(1) of the Mobile Homes (Wales) Act 2013 which was made on or before 30 September 2014 and which has not been assigned since that date. This form only needs to be completed for mobile homes being sold under existing agreements. Where an agreement was made on or after 1 October 2014 or was made before that date but has been assigned on one or more occasions since 30 September 2014, the mobile home may be sold and the agreement assigned without the need to notify the site owner (see paragraph 9(1) of Chapter 2 of Part 1 of Schedule 2 to the Mobile Homes (Wales) Act 2013).
- (ii) In accordance with regulation 7 of the Mobile Homes (Selling and Gifting) (Wales) Regulations 2014, the only grounds upon which an application for a refusal order may be made are that, if the proposed occupier were to become the occupier the proposed occupier or a person intending to reside with the proposed occupier would breach a pre-commencement rule or site rule:
 - (a) by reason of age,
 - (b) by keeping animals that are of a description specified in the rule,
 - (c) by parking vehicles on the site that are of a description specified in the rule,
 - (d) by parking a number of vehicles on the site in excess of the number specified in the rule.
- (iii) Before signing the form you must ensure that the information provided is (to the best of your knowledge and belief) truthful, accurate and up-to-date.

SCHEDULE 3 Regulation 5

Notice of proposed gift

<p>NOTICE OF PROPOSED GIFT FORM (form to be completed by the occupier and given to the site owner — For existing agreements only (see note (i))</p>
To(insert name of site owner) From(insert name of occupier)
<p>Section 1</p> <p>I am/we are the legal owner(s) of the mobile home at (insert name and address of mobile home)</p> <p>Which I am/we are proposing to gift to (insert name of proposed occupier)</p> <p>who is my(insert your relationship to the proposed occupier) (see note (ii)).</p> <p>I attach the following relevant evidence (tick one or more as appropriate) (see note (iii))</p> <ul style="list-style-type: none">— a written declaration under oath, explaining the family relationship between the occupier and the proposed occupier []— birth certificate or certificate of adoption []— a certificate of marriage or civil partnership []— other relevant evidence (please describe) [] <p>.....</p>
<p>Section 2 (to be completed <u>only if</u> the site has rules on age restrictions, pets or vehicles) [See note (iv)]</p> <p>(i) I have provided the proposed occupier with a copy of the rules.</p> <p>(ii) The proposed occupier confirms that they have read and understood the rules (or have had them explained to them) and are able to comply with them.</p> <p>(iii) Sites with rule(s) relating to the keeping of animals: The proposed occupier does not intend to keep animals on the site/intends to keep the following animals on the site (delete as appropriate).</p> <p>If the proposed occupier intends to keep animals, insert details of the type and number(s) of animals(s) and, where the animal is a dog, the breed:</p> <p>.....</p>

(iv) Sites with rule(s) relating to the parking of vehicles on the site:

The proposed occupier intends to park/not to park (*delete as appropriate*) vehicles on the site.

.....
.....
.....

Give a description of the vehicles in question. Do not give the registration numbers

(v) Sites with rule(s) relating to the age of occupiers:

The proposed occupier intends that the following persons would occupy, the mobile home as their only or main residence:

Name	Age
.....
.....
.....

Section 3 – Signature (see note (v))

Signed: Dated:
(the occupier)

Signed: Dated:
(the proposed occupier)

For the attention of the site owner

If you have any queries please let the occupier know as soon as possible. If you decide to apply to a tribunal for a refusal order you must make the application and must serve notice of the application on the occupier, within 21 days of receipt of this notice.

If the occupier does not receive notice of your application for a refusal order within the 21 day period, the occupier may proceed with the sale without consulting you further and the tribunal will not be able to consider your application.

Notes

- (i) As existing agreement is an agreement made before the commencement of section 48(1) of the Mobile Homes (Wales) Act 2013 which was made on or before 30 September 2014 and which has not been assigned since that date. This form only needs to be completed for mobile homes being gifted under existing agreements. Where an agreement was made on or after 1 October 2014 or was made before that date but has been assigned on one or more occasions since 30 September 2014, the mobile home may be sold and the agreement assigned without the need to notify the site owner (see paragraph 12(1) of Chapter 2 of Part 1 of Schedule 2 to the Mobile Homes (Wales) Act 2013).
- (ii) In accordance with the definition in section 55 of the Mobile Homes (Wales) Act 2013, a person is considered to be a member of a person's family—
 - the person's spouse or civil partner or any person who lives together with the person as a partner in an enduring family relationship,
 - the person's parents, grandparents, children and grandchildren (including any person who is in that relationship by virtue of a marriage or civil partnership or an enduring family relationship) and any other person treated by the person as a child of the person's family, and
 - the person's brothers, sisters, uncles, aunts, nephews and nieces (including any person who is in that relationship by virtue of a marriage or civil partnership or an enduring family relationship).

- (iii) You need to provide relevant evidence to show that you are gifting the mobile home to a family member, as set out in paragraphs 12 and 13 of Chapter 2 of Part 1 of Schedule 2 to the Mobile Homes (Wales) Act 2013. Regulation 6 lists the relevant evidence that is prescribed by the Welsh Ministers but any other satisfactory evidence that shows the person you propose to gift the mobile home to is a member of your family, will also meet the definition of relevant evidence.
- (iv) Under regulation 7 of the Mobile Homes (Selling and Gifting) (Wales) Regulations 2014, the only grounds upon which an application for a refusal order may be made are that, if the proposed occupier were to become the occupier the proposed occupier or a person intending to reside with the proposed occupier would breach a pre-commencement rule or site rule:
 - (a) by reason of age,
 - (b) by keeping animals that are of a description specified in the rule,
 - (c) by parking vehicles on the site that are of a description specified in the rule,
 - (d) by parking a number of vehicles on the site in excess of the number specified in the rule.
- (v) Before signing the form you must ensure that the information provided is (to the best of your knowledge and belief) truthful, accurate and up-to-date.

SCHEDULE 4 Regulation 9(1)

Assignment form

Assignment Form (to be completed by the assignor(s) and the assignee(s))									
<p>In this form, “the agreement” means the agreement under the Mobile Homes (Wales) Act 2013 between the occupier and the site owner under which the occupier is entitled to station the mobile home on a pitch.</p>									
<p>Section 1: The Parties [see note (i)]</p> <p>Between the assignor:</p> <p>.....(insert name and address of person assigning the agreement)</p> <p>And the assignee:</p> <p>.....(insert name and address of person to whom the agreement is being assigned)</p> <p>The assignor assigns the agreement to the assignee along with all the rights and responsibilities under it.</p>									
<p>Section 2: Sales (only for completion for sales of mobile homes, not for gifts)</p> <p>The assignee has paid the assignor a purchase price of £.....(insert sale price) for (a) the mobile home sited at and (b) for the assignment of the agreement.</p> <p>Payment of Commission</p> <p>From the purchase price of £..... the assignee agrees to pay to the site owner the amount of £..... in respect of the commission due to the site owner under the Mobile Homes (Wales) Act 2013 [see note (ii)].</p>									
<p>Section 3: The Pitch Fee</p> <p>The assignee agrees to pay the pitch fee and keep to the terms of the agreement.</p> <p>The current pitch fee is £..... per week/month/quarter/year (delete as appropriate)</p> <p>The next pitch fee review date is(insert annual review date)</p> <p>The assignee promises to indemnify the assignor against any claim or legal action that arises because the assignee has failed to make payments they owe or to keep to the terms of the agreement.</p> <table><tbody><tr><td>Assignor</td><td>Assignee</td></tr><tr><td>Name</td><td>Name</td></tr><tr><td>Signed</td><td>Signed</td></tr><tr><td>Date</td><td>Date</td></tr></tbody></table>		Assignor	Assignee	Name	Name	Signed	Signed	Date	Date
Assignor	Assignee								
Name	Name								
Signed	Signed								
Date	Date								

Notes

- (i) The assignor is the person who is selling or gifting the mobile home and assigning the agreement and the assignee is the person to whom the mobile homes is being sold or gifted and the agreement assigned.
- (ii) Under the Mobile Homes (Wales) Act 2013 the maximum amount of commission that the site owner can require you to pay is 10% of the purchase price. Under regulation 10 of the Mobile Homes (Selling and Gifting) (Wales) Regulations 2014 you are required to pay the commission to the site owner within 7 days of the date on which the site owner provides you with details of the bank account into which they require the commission to be paid.

SCHEDULE 5 Regulation 9(7)

Notice of assignment

NOTICE OF ASSIGNMENT (to be completed by the assignee(s) and sent to the site owner(s) within 7 days of the assignment of the agreement taking place)
<p>Section 1 – Details of the parties</p> <p>To:(insert name of site owner(s))</p> <p>From:(insert name(s) of new occupier(s))</p> <p>I am/We are the new occupiers of the mobile home stationed at</p> <p>.....</p> <p>.....</p> <p>The pitch agreement was assigned to me/us on(insert date of assignment) by(insert name of previous occupier(s)) in the terms set out in the written statement/agreement and including those implied into the agreement by the Mobile Homes (Wales) Act 2013.</p> <p>The previous occupier’s forwarding address is:</p> <p>Note: Where there is a conflict between an express term contained in the agreement and an implied term, the implied term overrides the express term and it is the implied term that governs the agreement.</p>
<p>Section 2 – purchase price and payment of commission (to be completed for sales only, not for gifts)</p> <p>Purchase Price</p> <p>I/We purchased the mobile home for £.....(insert total purchase price) of which the amount of £.....(insert amount) is the commission due to the site owner under the Mobile Homes (Wales) Act 2013.</p> <p>Payment of Commission</p> <p>The site owner is required to provide me with details of the bank account into which the commission should be paid, as soon as practicable after receipt of this notice.</p> <p>Note: The new occupier has 7 days from the date of receipt of the site owner’s bank details during which to pay the commission to the site owner.</p>

Section 3 – persons residing in the mobile home

I/We confirm that the following persons will occupy the mobile home as their only or main residence

Name	Age
.....
.....
.....
.....

(NB: Ages of persons residing in the mobile home to be provided only if the park has site rules in relation to age)

Section 4 (to be completed only if the park has site rules on age restrictions, pets or vehicles)

I/We have read and understood the site rules (or have had them explained to me/us) and agree to comply with them.

Section 5 – Documents

I enclose the following documents which were provided to me by the previous occupier for your information (place a tick against each document supplied);

- A copy of the assignment instrument []
- A copy of any pre-commencement rules/site rules []
- A copy of the agreement, implied terms and written statement []
- Documentary evidence of the price paid for the mobile home []

Section 6 – Signature

Signed: _____ Dated: _____

Note: Before signing the form you must ensure that the information provided is (to the best of your knowledge and belief) truthful, accurate and up-to-date.

OFFERYNNAU STATUDOL
CYMRU

WELSH STATUTORY
INSTRUMENTS

2014 Rhif 1763 (Cy. 178)

**CARTREFI SYMUDOL,
CYMRU**

Rheoliadau Cartrefi Symudol
(Gwerthu a Rhoi yn Anrheg)
(Cymru) 2014

2014 No. 1763 (W. 178)

MOBILE HOMES, WALES

The Mobile Homes (Selling and
Gifting) (Wales) Regulations 2014

£10.00

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