



2011 CHAPTER 12

PART 2

AGREEMENTS FOR OTHER OCCUPIERS OF CARAVAN SITES

Particulars of agreements

8.—(1) In the case of a seasonal agreement to be made after commencement, the owner of the caravan site must give to the proposed occupier under the agreement a written statement which—

- (a) specifies the names and addresses of the parties;
- (b) includes particulars of the land on which the occupier is to be entitled to station the caravan that are sufficient to identify that land;
- (c) sets out the express terms to be contained in the agreement; and
- (d) sets out the terms implied by section 9(1).

(2) The written statement required by subsection (1) must be given not later than the minimum period before—

- (a) the date on which any agreement for the sale of the caravan to the proposed occupier is made, or
- (b) (if earlier) the date on which the seasonal agreement is made.

(3) The minimum period is 28 days or such shorter period as may be agreed in writing by the proposed occupier.

(4) In the case of a seasonal agreement made before commencement, the owner of the caravan site must, not later than 28 days after commencement, give to the occupier under the seasonal agreement a written statement which—

- (a) specifies the names and addresses of the parties;

- (b) includes particulars of the land on which the occupier is entitled to station the caravan that are sufficient to identify that land;
 - (c) sets out the express terms contained in the agreement; and
 - (d) sets out the terms implied by section 9(1).
- (5) If any express term—
- (a) is contained in a seasonal agreement, but
 - (b) was not set out in a written statement given by the owner of the caravan site in accordance with this section,

the term is unenforceable by the owner.

(6) A statement required to be given to a person under this section may be delivered to that person personally or sent to that person by post.

(7) Any reference in this section to the making of a seasonal agreement includes a reference to any variation of an agreement by virtue of which the agreement becomes a seasonal agreement.