

The logo for Upton Glen Countryside Homes is a blue shield-shaped emblem. At the top center of the shield, there are three stylized white leaves or petals. Below this graphic, the words "UPTON GLEN" are written in a large, bold, white serif font. Underneath that, the words "COUNTRYSIDE HOMES" are written in a smaller, white serif font.

UPTON GLEN
COUNTRYSIDE HOMES

... far from the madding crowd ...

A wide-angle photograph of a rural landscape. A light-colored gravel or dirt road winds through a lush green valley. The road is bordered by a rustic wooden fence with wire. In the distance, several cows and horses are grazing in a field. The background shows rolling green hills under a pale, overcast sky.

**A UNIQUE APPROACH
TO A NEW LIFESTYLE**

... far from the madding crowd ...

THE LOCATION:

Set in a valley leading to Osmington Mills and the sea, Upton Glen is the ideal location for discerning people seeking the tranquillity of a quintessential Dorset hamlet, surrounded by some of England's most beautiful countryside with the famous Jurassic coast a short walk away.

Seclusion without isolation is offered by Upton Glen's unique location and the long approach driveway enhances the sense of security and privacy. Despite being well away from main roads, Dorset's myriad of renowned attractions are within easy reach, as are the more usual day-to-day amenities.

LOCAL AMENITIES:

The nearby village of Osmington, with its picturesque thatched cottages and narrow lanes, has a church, a pub, a farm shop and a village hall. Replacing the original 'wooden hut' this modern facility is the venue for, amongst other things, an art group, WI meetings, whist drives, an archery club, short mat bowls and yoga classes.

The Smugglers' Inn, a short walk from the park, offers an excellent menu, cask ales and its interesting history is depicted in the many pictures adorning its walls.

A nearby riding stables caters for those who enjoy equestrian pursuits. Coarse fishing is possible in our own lake.

FURTHER AFIELD:

Upton Glen is the perfect starting point to explore the nearby coastline which has been designated a UNESCO World Heritage Site – the first natural site in England to receive this accolade.

The surrounding countryside is equally impressive, and has been designated an Area of Outstanding Natural Beauty – and all of this *literally on your doorstep*.

Sea-related activities are extensively catered for in the area with opportunities to enjoy sailing, fishing, scuba-diving, etc.

Dorset Wildlife Trust, as well as managing the numerous reserves in the county, organise events on a regular basis and would welcome your involvement.

Bird-watchers have the choice of two RSPB

reserves in Weymouth providing year-round interest. Abbotsbury Swannery and Brownsea Island are unique enough to merit regular visits.

The many gardens in the area open to the public will provide inspiration as well as many hours of pleasure throughout the changing seasons.

Castles and country houses abound and will keep the historically-minded enthralled and provide an interesting retreat for those days when the notably mild Dorset climate is less agreeable for outdoor pursuits.

For those who require the occasional 'retail therapy' there is the unique undercover shopping complex of Brewers Quay in Weymouth with over twenty high-class retail outlets together with cafés, bars and bistros.

Dorchester – Casterbridge to Thomas Hardy fans – is the county town of Dorset, famous (or infamous) for the trial of the Tolpuddle Martyrs. The court room is now open to the public and the town is also host to the famous

Dinosaur and Tutenkhamun exhibitions and the only museum outside China to feature exclusively the Terracotta Warriors of Xian. A thriving market takes place every Wednesday.

A short distance from the town is the world-famous Maiden Castle – an Iron Age fort with an absorbing history and stunning views from its ramparts.

Also in the area is Hardy's Monument – not the Hardy of literary fame but in honour of the captain of HMS *Victory* serving under Admiral Lord Nelson (a fact that surprises some of the monument's many visitors).

The more cosmopolitan towns of Weymouth, Poole and Bournemouth provide a wide choice of restaurants, theatres and clubs. Inland the market towns of Sherborne and Shaftesbury provide a quieter venue and a select range of restaurants and shops. Nearby Bridport is another town to carry on the tradition of a street market, with bargains available every Saturday.

Despite its location in such a popular tourist area Upton Glen offers a truly idyllic and unique 'bolt-hole' from which to explore all that Dorset has to offer. Returning at the end of the day to this oasis of tranquillity, leaving the crowds far behind, is a pleasure most will only dream of.

Over a quarter of a million people have chosen the park home lifestyle.



... far from the madding crowd ...

YOUR NEW HOME:

Upton Glen is managed in accordance with the Quality Award Code of Practice as defined by the NPHC (National Park Homes Council) which ensures peace of mind, both to prospective purchasers and residents alike, that the park is run to an exemplary standard.

All new homes are covered by the Gold Shield Ten Year Warranty. A warranty that covers just about everything in the first year including fixtures, fittings, soft furnishing etc, with the main structure remaining fully covered in subsequent years.

In order to fully reflect the natural beauty of its surroundings, Upton Glen will be sympathetically landscaped, with a commitment to achieving the highest standards of park management in relation to conservation issues.

All plots are landscaped and a shed is provided for outdoor storage. Steps and skirting are constructed in stone in a traditional manner to further enhance the attractive designs of the Wessex homes.

Communal digital and satellite communications are fed to each home, as are BT lines. Water will be metered and drainage is via the mains. A bus service will be provided to ensure access to shops for any non-drivers.

TO HELP YOU DECIDE:

In accordance with the NPHC Code of Practice full information will be provided to assist in the decision-making process. The lease is fully in accordance with The 1983 Mobile Homes Act as amended in October 2006.

As well as being invited to view Upton Glen with the manager on hand to answer any queries, you are welcome to wander around on your own, talk to residents or just absorb the quiet ambience of the setting that will be enjoyed by this unique and discerning community.

Then there is the choice of home. With a reputation built over forty years, Wessex Homes have a wealth of experience in the design and construction of mobile homes. Leaflets are enclosed showing some of the Wessex models already sited at Upton Glen and the customer advisors at Wessex Homes will be able to elaborate on the many options to layouts, furnishings and fittings that are available.

THE LEGAL BIT....

Buying a park home is not quite the same as a traditional 'bricks and mortar' property. It is usually much simpler and cheaper, with no stamp duty, no searches, not even a solicitor is required unless you prefer to seek independent advice.

The information contained in this 'Introduction Pack' is of a fairly general nature but if you have any specific questions remaining after perusing the enclosed leaflets, please ask. Every effort will be made to answer your query in an accurate and timely fashion.

Broadly, buying a park home involves:

A legally binding commitment by both the resident and the park owner detailing the rights and responsibilities of both, as set down in the Mobile Homes Act 1983 (Amended).

Financially, there are three separate parts.

Firstly, the purchase of your home and its siting and connection to services at Upton Glen. This is a one-off capital payment and represents your investment in your new home.

Secondly, a regular payment which represents the rental for the ground on which your new home stands. This monthly fee gives you security of tenure and contributes towards the cost of providing and maintaining services on the park.

Thirdly, the park owner is entitled to a commission payment on any subsequent sale of the home. An important exception is made at Upton Glen in relation to this commission payment: If, during the first two years of residency, you decide park life is not for you, the normal sale commission will be waived.

This generous exception is offered because we appreciate the change from 'conventional' living to a park home environment does not always meet with everyone's expectations and if, for whatever reason, you decide to leave the park, we would rather you were given every assistance possible to resolve the situation. Our aim is to develop a community that is one hundred per cent content!

The agreement also allows for your home to be gifted or willed to family members and/or sold in situ on the park. Certain standard conditions apply (again regulated by the 1983 Act) which are explained in the relevant documentation.

UPTON GLEN, UPTON, RINGSTEAD, DORSET DT2 8NE
TELEPHONE: 01305 836452

E-mail: sales@uptonglen.co.uk www.uptonglen.co.uk

Upton Glen Countryside Homes is the trading name of Upton Glen Limited



... far from the madding crowd ...

GENERAL INFORMATION

Estate Office:

Upton Glen, Upton, Ringstead, Dorchester,
DT2 8NE
Office hours: Generally 10–4 or by appointment
Estate Manager: Philip Saunders
Telephone: 01305 836452 Mobile: 07904 172577
E-mail: sales@uptonglen.co.uk

Location:

Approximately 5 miles east of Weymouth. From the A353 take the road signposted Ringstead, the entrance to Upton Glen will be seen on the right after about a quarter of a mile.

Local Authority:

West Dorset District Council
Stratton House, 58-60 High West Street, Dorchester,
Dorset DT1 1UZ.
Main switchboard: 01305 251010

Council Tax: Band B is c.£1212 (2010)

Each home is metered individually for water/sewerage charges.

National Residents' Associations:

The following three associations provide independent advice and information on all aspects of park home living.

British Park Home Residents' Association

3 Lewis Way, Lamins Lane, Killarney Park, Bestwood,
Notts. NG6 8UJ

Independent Park Home Advisory Service

17 Ashley Wood Park, Tarrant Keyneston, Blandford
Forum, Dorset DT11 9JJ

National Association of Park Home Residents

Flat 1, 6 Rhiw Bank Avenue, Colwyn Bay, North
Wales

Upton Glen is a member of the BH&HPA and NPHC, two trade organisations representing park owners and home manufacturers. The NPHC website (www.theparkhome.net) is a useful source of information for both prospective and existing residents. The BH&HPA website is mostly restricted to members only.

The Park Homes Charter, under which Upton Glen operates, is a code of practice drawn up in consultation with the above organisations and ensures best management practices are adhered to.

The following list is by no means exhaustive but serves to demonstrate that all the usual facilities required in everyday life are available within a reasonable distance of Upton Glen.

Nearby Hospitals:

Weymouth Community Hospital

Melcombe Avenue, Weymouth, DT4 7TB
Tel: 01305 760022

There is no Accident and Emergency department at the hospital and anyone with a serious injury or condition should go straight to Dorset County Hospital in Dorchester or dial 999 if appropriate.

Dorset County Hospital

Williams Avenue, Dorchester, Dorset, DT1 2JY
Tel: 01305 251150

The Accident and Emergency Department at Dorset County Hospital provides a 24-hour service. Direct telephone number: 01305 255541

Nearby Chemists:

Preston Pharmacy

7 Littlemoor Road, Preston, Weymouth, Dorset,
DT3 6LD
Tel: 01305 833379 2.9 miles

Littlemoor Pharmacy

Unit 3, Littlemoor Shopping Centre, Littlemoor
Road, Weymouth, Dorset, DT3 6NQ
Tel: 01305 814828 3.9 miles

Wessex Pharmacies Ltd

14 Avenue Road, Weymouth, Dorset, DT4 7JJ
Tel: 01305 784661 4.3 miles

St. John's Pharmacy

24 Crescent Street, Weymouth, Dorset, DT4 7BX
Tel: 01305 781500 4.4 miles

Morrisons Pharmacy

Dorchester Road, Weymouth, Dorset, DT3 5AX
Tel: 01305 786361 4.5 miles

Nearby Doctors:

Preston Road Practice

102 Preston Road, Preston, Weymouth,
DT3 6BB
Tel: 01305 832203

GENERAL INFORMATION *continued*

C M G Pouncey

Malthouse Meadow, Weymouth, DT3 4NS.
Tel: 01305 871468

Dr K Kirkham

2 Littlemoor Road, Weymouth, DT3 6NQ.
Tel: 01305 813040

Nearby Dentists:

K C Abbiss

2 Littlemoor Road, Weymouth, DT3 6NQ.
Tel: 01305 814214

Melcombe Avenue Dental Practice

3 Melcombe Avenue, Weymouth, DT4 7TB.
Tel: 01305 761111

Nearby General Stores:

Osmington Mills Holidays

Seasonal store for all general provisions.
5 minute walk.

Co-op Foodstores

216 Preston Road, Weymouth, DT3 6BJ.
2.4 miles

Spar Preston

201 Preston Road, Weymouth, DT3 6BG.
2.5 miles

Somerfield Stores Ltd

Littlemoor Road Shopping Precinct, Littlemoor Road,
Weymouth, DT3 6AA.
3.0 miles

Tesco Express

56 Dorchester Road, Weymouth, DT4 7JZ.
4.2 miles

Nearby Places of Worship:

Most faiths are catered for within the
Dorchester/Weymouth area.

Nearby Libraries:

Crossways Library, Old Farm Way, Crossways,
DT2 8TU. Tel: 01305 854080

Weymouth Library, Great George Street, Weymouth,
DT4 8NN. Tel: 01305 762410

Reference Library: Tel: 01305 762418

Bus/Train Information:

First Hampshire & Dorset Ltd

Edward Street, Weymouth, Dorset DT4 7DN.
Tel: 01305 783645

Bus timetable enquiries: 0870 608 2 608

National Rail Enquiries

This service offers impartial, national information on
train times and fares for any part of the country.

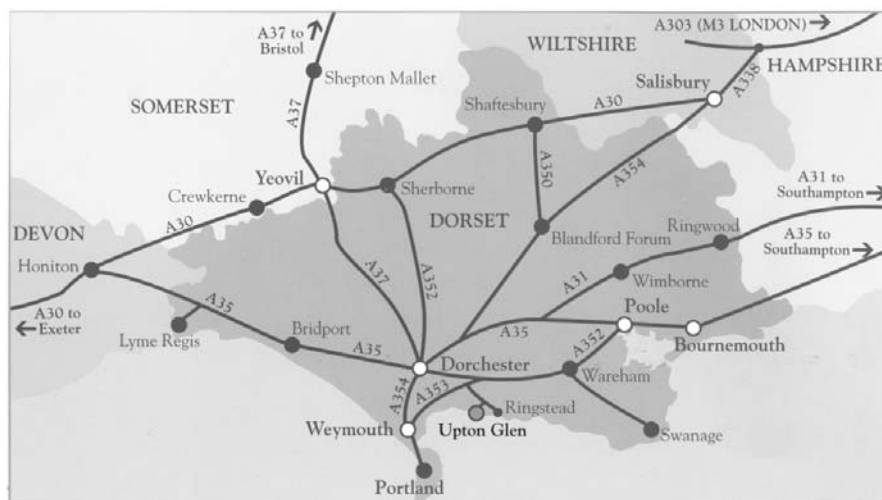
08457 454850 – 24 hours daily

South West Trains Helpline: 023 8021 3600

First Great Western: 08457 000 125

HOW TO FIND US

*Head for the A353 and
look out for the turning to
Ringstead. Follow this
lane, first descending then
climbing and passing
several houses on your left.
You will shortly arrive at a
sweeping left-hand bend.
Turn right here onto the
approach road to
Upton Glen.*



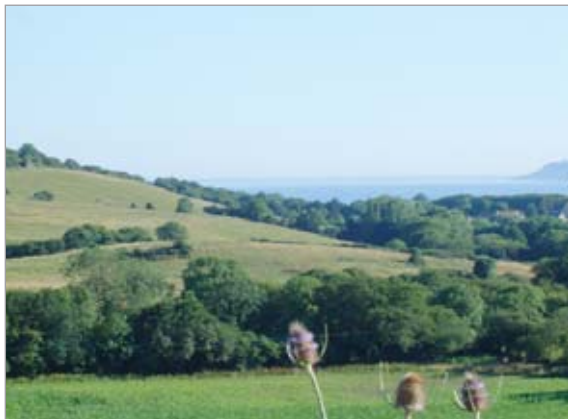
UPTON GLEN, UPTON, RINGSTEAD, DORCHESTER, DT2 8NE

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The accompanying leaflets illustrate the range of Wessex homes that will be available at Upton Glen. Indeed, with the exception of the Deckhouse, the exterior photography is of homes sited on the park. Each model is available in a range of sizes and floor plans with carefully selected interior décor themes incorporating coordinating fabrics and colours, textures and furnishings that combine perfectly. More information on the numerous options available can be obtained from the manufacturers. Contact one of their advisors on 01258 860455.



Wessex Park and Leisure Homes have been building residential park homes and holiday lodges for over 40 years. They have gained a reputation for designing innovative, high quality homes that their experienced craftsmen take a real pride in producing.

The most important decision in the purchase of any home is location. We believe we have a totally unique setting complemented by thoughtful planning and development which will provide an ideal retirement retreat.

Within the park we have a choice of elevated plots which enjoy an open aspect



to more sheltered positions set amongst trees. All benefit from the secluded valley setting just a short walk from Dorset's famous Jurassic coast.

A range of sited homes are usually available for viewing with the possibility of immediate occupation. Or you may prefer to choose from the remaining vacant plots, selecting a home from the standard range or customising one to your own preferences. The resident manager at Upton Glen will endeavour to answer any questions you may have about the park, the nearby amenities, the procedure for purchasing a park home, or any other queries you may have. You are welcome to visit Upton Glen at any time but it is advisable to call (01305 836452) if you would like to talk to the manager or view the homes currently available.





THE WESSEX

Enter the Wessex and you will instantly forget that this is a park home. The quality of the construction and interior furnishings is such that it exudes a permanency and quiet affluence that you might expect to find in a suburban bricks and mortar executive development.

This quality home represents the very best in park home design and manufacture.





THE LIGHTHOUSE

A new definition of a residential park home, the Lighthouse compares favourably with modern luxury apartments but with the added advantage of being situated within the glorious countryside that surrounds Upton Glen.

The exterior styling utilises the clean lines

found in modern architecture. The interior design caters for modern style, open plan living whilst ingeniously offering the option of a segregated kitchen. A combination of high quality materials and dramatic features give the building a strong, distinctive image.





THE DECKHOUSE

Inspired architecture and attention to detail are the hallmarks of the Deckhouse.

Luxurious fittings and furnishings make this the ideal choice for anyone seeking an individual and stylish home.

Floor to ceiling windows allow you to enjoy the great outdoors even when you're inside and the external decking area is perfect for entertaining or simply enjoying the view.

NB: Library pictures have been used on this page.





THE CRANBORNE COLONIAL

Launched at the Stoneleigh Lifestyle Show in 2007, the Cranborne Colonial generated enormous interest with its unique mix of farmhouse-style kitchen, period details and modern lighting and appliances.

'Eco-friendly' with energy saving lighting, Band A appliances and a hi-tech coating on the floor to ceiling windows allowing light to flood in whilst limiting heat loss.





THE CRANBORNE UPTON GLEN

An exceptionally attractive blend of elegance and modern day practicality, the Cranborne Upton Glen offers comfort and convenience. Classic styling with contemporary quality. The vaulted ceilings to the living areas combine with the luxuriously appointed furniture and fittings to make it particularly appealing. A superb home designed especially for Upton Glen.





THE ORCHARD COTTAGE

Beamed ceilings, leaded windows and exposed stonework give the Orchard Cottage an engaging rustic appearance. Complementing this traditional cottage styling is a tasteful interior décor, which combines the charm and warmth of a cottage with all the practical comforts of modern living, to give you the best of both worlds.





THE CANFORD

The Canford is a grand, well proportioned home that cannot fail to impress with its gabled portico entrance. The tall splay bay windows fill the home with light. A separate lounge is complimented by a spacious kitchen/diner and all models have a study room to house the now ubiquitous computer. A truly sophisticated, fashionable and very distinctive home.





... far from the madding crowd ...

PARK RULES

As a resident of Upton Glen you will have agreed to the 'Written Statement', a legal agreement drawn up under the Mobile Homes Act 1983 (Amended), which protects your rights and those of the park owners as well as detailing the responsibilities of both parties.

Alongside this agreement the following rules have been formulated to act as a framework to protect the better management of the park and ensure that any disputes can be resolved easily. *These rules will form part of your Written Statement.*

1. First and foremost, nothing must be done to interfere with or disrupt the peaceful ambience of Upton Glen. Noise levels, especially, need to be kept to acceptable boundaries. Your neighbour may not share your taste in music!
2. Whilst a 'community spirit' is something to be valued these days it is equally important to respect each other's privacy.
3. Dogs are only allowed at the discretion of the park owners and must not be allowed to become a nuisance *in any way*. Visiting children and dogs must also be kept under control. Cats are not allowed at Upton Glen in consideration for the wildlife of the area.
4. Two parking spaces are assigned to each home. It is only polite not to park in, or obstruct, someone else's designated space. Parking on roadways in a manner that will hinder the access of others, especially emergency vehicles, is not permitted. There is a speed limit on the estate of 5mph. It is as much for your own safety as the safety of others that it is adhered to. All vehicles on the estate must be taxed/insured at all times.
5. Landscaping is fundamental to the overall impression and value of living at Upton Glen. We get you off to a good start and all residents are expected to maintain their own garden areas. Should a resident be away from their home for a lengthy period, arrangements for the upkeep of their garden should be made with the estate manager. Trees and shrubs can quickly outgrow their allotted space and residents must seek approval from the owners before planting any such specimens.
6. Washing lines are to be of the rotary type and folded or stored away when not in use.
7. A communal satellite dish and tv/radio aerial are provided on the estate. No other aerial or satellite dish is allowed – the primary consideration is the visual impact, not the signal reception!
8. Sheds are provided for each home. No other storage structure may be added without the prior approval of the owners. In order to comply with the fire regulations, storage under the home is not permitted. The same regulations require that each home is equipped with a fire extinguisher/blanket which conforms to the requirements of the Fire Officer.
9. Verandas, extensions and other structural changes to the home or the surrounding garden area require the prior approval of the park owners. The park is 'open plan' so no formal hedges or fences are allowed, other than those erected by the park owners to define boundaries between homes. A description of your home and your plot, indicating boundaries, will be issued as part of your agreement.
10. All homes at Upton Glen conform to British Standard BS3632 and any proposed structural alteration must have the written agreement of the park owner. This ensures that any such alteration is not in breach of local authority regulations or the manufacturer's warranty.
11. All new homes at Upton Glen benefit from a ten year structural warranty. The manufacturer's maintenance programme must be complied with in accordance with the warranty conditions.
12. Each resident must comprehensively insure and keep insured at all times their home and its contents with a member of the Association of British Insurers.
13. Age restrictions: 45 is regarded as a lower age limit although this is entirely at the discretion of the park owners. The overriding consideration is the continued peace and tranquillity of the park and it is accepted that age should not be the foremost criteria when making this assessment.
14. No resident children are allowed at Upton Glen but children and grandchildren are, of course, welcome as well-behaved guests.

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GUIDE PRICES FOR NEW HOMES

DORSET	42 × 20	from £190,000*
MELBURY	42 × 20	from £190,000*
ORCHARD COTTAGE	42 × 20	from £195,000*
CANFORD	42 × 20	from £195,000*
CRANBORNE	42 × 20	from £216,000*
CRANBORNE COLONIAL	48 × 20	from £243,000*
WESSEX	42 × 20	from £218,000*
DECKHOUSE	45 × 20	from £255,000*
LIGHTHOUSE	48 × 20	from £285,000*
LIGHTHOUSE	50 × 20	from £295,000*

**Prices are indicative only. Final price will depend on size (all models available up to 50ft length) and style of home, internal specification and plot selected.*

50FT LIGHTHOUSE

AVAILABLE AT £275,000

SHOW HOME IN SUPERB ELEVATED POSITION

**Dorset, Orchard Cottage and Cranborne
Show Homes available**

GROUND RENT FOR 2012

PLOTS 1-4 (TOP OF PARK) £2000 PER ANNUM

REMAINDER OF PLOTS £1600 PER ANNUM

A £15,000 deposit is required to reserve a home/plot. Should you withdraw, for any reason, the deposit only becomes repayable, less reasonable administration charges, on subsequent sale of plot/home. Once a home is commissioned from the manufacturer the deposit is non-refundable.

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VAT Reg No: 849 8683 51 Company Reg No: 5120776



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THE WRITTEN STATEMENT

Important – please read the statement carefully. It is provided for reference and is worded as the actual agreement you would sign when purchasing a mobile home in accordance with the Mobile Homes Act 1983.

It sets out the terms on which you are entitled to keep your home on site and tells you about the rights given you by law.

If there is anything you do not understand please ask or you are welcome to get independent advice (for example, from a solicitor or a Citizens Advice Bureau).

NB: Parts 1 and 5 – The Express Terms

These detail the specifics of a particular home/plot. Any additions or alterations to the Express Terms are agreed individually with each occupier and annexed to the final agreement.

THE WRITTEN STATEMENT – PARTS 1 & 2

WRITTEN STATEMENT

Part 1 – Introductory Provisions and Express Terms (other than those specified in Part 5)

1. You have an agreement to which the Mobile Homes Act 1983 applies
2. The parties to the agreement are .

(name and address of mobile home occupier)

UPTON GLEN COUNTRYSIDE HOMES

UPTON, RINGSTEAD, DORCHESTER, DT2 8NE
(name and address of site owner)

3. The agreement commenced on
(fill in date)

4. The particulars of the land on which you are entitled to station your mobile home are

5. A detailed plan of the plot.

6. The site owner's estate or interest in the land will end on
(fill in date)

[or
the site owner's planning permission for the site will end on

(fill in date)

This means that your right to stay on the site will not continue after that date unless the site owner's interest or planning permission is extended.]

Cross out words in square brackets if they do not apply [Point 6 is deleted entirely in relation to Upton Glen as there is no time limit to either the owner's interest or the planning permission].

- 7-9. Details of pitch fee:
When payable from; the frequency of payment; the amount; what is/is not included in the pitch fee; review date.

10. Details of the mobile home:
Make; model; serial number; year of manufacture; maximum number of people permitted to occupy the home; size of home.

Part 2 – Information about your rights

The Mobile Homes Act 1983

1. Because you will have an agreement with a site owner which will entitle you to keep your mobile home on his site and live in it as your home, you will have certain rights under the Mobile Homes Act 1983, affecting in particular your security of tenure, the sale of your home and the review of the pitch fee.

Implied terms

2. These rights, which are contained in the implied terms set out in Part 3 of this statement, will apply automatically and cannot be overridden, so long as your agreement continues to be one to which the 1983 Act applies.

Express terms

3. If you are not happy with any of the express terms of your proposed agreement (as set out in Part 5 of this statement) you should discuss them with the site owner, who may agree to change them.

Right to challenge

4. If you enter into the agreement and subsequently become dissatisfied with the express terms of the agreement you can challenge them as explained in paragraph 5. But you must do so within six months of the date on which you enter into the agreement or the date you received the written statement, whichever is the later. If you wish to challenge your agreement, you may wish to consult a solicitor or citizens' advice bureau.
5. A challenge can be made either in the county court or before an arbitrator. You can— (a) ask for any express terms of the agreement (those set out in Part 5 of this statement) to be changed or deleted; or (b) ask for further terms to be included in the agreement concerning the matters set out in Part 2 of Schedule 1 to the 1983 Act (see paragraph 8). The site owner can also go to court or to an arbitrator to ask for the agreement to be changed in these two ways.
6. The appointment of an arbitrator may be provided for in one of the express terms of the agreement. If not, you and the site owner can still agree in writing to appoint an arbitrator to settle a dispute between you.
7. The court or arbitrator must make an order on terms they consider just and equitable in the circumstances.

Further terms

8. The matters set out in Part 2 of Schedule 1 to the 1983 Act are— (a) the sums payable by the occupier in pursuance of the agreement and the times at which they are to be paid; (b) the review at yearly intervals of the sums so payable; (c) the provision or improvement of services available on the protected site, and the use by the occupier of such services; and (d) the preservation of the amenity of the protected site.

Time limit

9. If no application to the court or an arbitrator is made within six months of the date on which you entered into the agreement or the date you received the written statement, whichever is the later, both you and the site owner will be bound by the terms of the agreement and will not be able to change them unless both parties agree.

Unfair terms

10. If you consider that any of the express terms of the proposed agreement (as set out in Part 5 of this statement) are unfair, you can, in accordance with the provisions of the Unfair Terms in Consumer Contracts Regulations 1999, complain to the Office of Fair Trading or any qualifying body.

THE WRITTEN STATEMENT – IMPLIED TERMS

Part 3 – Implied Terms

Under the Act, certain terms must be contained in your agreement. This part of the statement sets out those terms.

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.

Owner's estate or interest

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:
 - (a) is satisfied that the occupier is not occupying the mobile home as his only or main residence.
 - (b) considers it reasonable for the agreement to be terminated.
6. (1) The owner shall be entitled to terminate the agreement forthwith if, on the application of the owner, the court is satisfied that, having regard to its age and condition, the mobile home:
 - (a) is having a detrimental effect on the amenity of the site; and
 - (b) the court considers it reasonable for the agreement to be terminated.
 - (2) Sub-paragraphs (3) and (4) below apply if, on an application under sub-paragraph (1) above:
 - (a) the court considers that, having regard to the present condition of the mobile home, paragraph (a) of that sub-paragraph applies to it, but
 - (b) it also considers that it would be reasonably practical for particular repairs to be carried out on the mobile home that would result in sub-paragraph (1)(a) not applying to it.
 - (3) In such a case the court may make an order adjourning proceedings on the application for such period specified in the order as the court considers reasonable to allow the repairs to be carried out. The repairs must be set out in the order.

- (4) If the court makes such an order, the application shall not be further proceeded with unless the court is satisfied that the specified period has expired without the repairs having been carried out.

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.
 - (1A) The occupier may serve on the owner a request for the owner to approve a person for the purposes of sub-paragraph (1) above.
 - (1B) Where the owner receives such a request, he must, within the period of 28 days beginning with the date on which he received the request:
 - (a) approve the person, unless it is reasonable for him not to do so, and
 - (b) serve on the occupier notice of his decision whether or not to approve the person.
 - (1C) The owner may not give his approval subject to conditions.
 - (1D) If the approval is withheld, the notice under sub-paragraph (1B) above must specify the reasons for withholding it.
 - (1E) If the owner fails to notify the occupier as required by sub-paragraph (1B) (and, if applicable, sub-paragraph (1D)) above, the occupier may apply to the court for an order declaring that the person is approved for the purposes of sub-paragraph (1) above; and the court may make such an order if it thinks fit.
 - (1F) It is for the owner:
 - (a) if he served a notice as mentioned in sub-paragraph (1B) (and, if applicable, sub-paragraph (1D)) and the question arises whether he served the notice within the required period of 28 days, to show that he did;
 - (b) if he did not give his approval and the question arises whether it was reasonable for him not to do so, to show that it was reasonable.
 - (1G) A request or notice under this paragraph:
 - (a) must be in writing, and
 - (b) may be served by post.
- (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.
 - (2A) Except to the extent mentioned in sub-paragraph (2) above, the owner may not require any payment to be made (whether to himself or otherwise) in connection with the sale of the mobile home and the assignment of the agreement, as mentioned in sub-paragraph (1) above.
- (3) An order under this paragraph
 - (a) shall be made by statutory instrument, as mentioned in sub-paragraph (1) above, the owner

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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.

- (b) may make different provision for different areas or for sales at different prices.

The maximum rate is presently fixed at 10 per cent by the Mobile Homes (Commissions) Order 1983 (SI 1983/748).

Gift of mobile home

9. (1) 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.
- (2) Sub-paragraphs (1A) to (1G) to paragraph 8 above shall apply in relation to the approval of a person for the purposes of sub-paragraph (1) above as they apply in relation to the approval of a person for the purposes of sub-paragraph (1) of that paragraph.
- (3) The owner may not require any payment to be made (whether to himself or otherwise) in connection with the gift of the mobile home, and the assignment of the agreement, as mentioned in sub-paragraph (1) above.

Re-siting of mobile home

10. (1) The owner shall be entitled to require that the occupier's right to station the mobile home is exercisable for any period in relation to another pitch forming part of the protected site ("the other pitch") if (and only if)—
- (a) on the application of the owner, the court is satisfied that the other pitch is broadly comparable to the occupier's original pitch and that it is reasonable for the mobile home to be stationed on the other pitch for that period; or
- (b) the owner needs to carry out essential repair or emergency works that can only be carried out if the mobile home is moved to the other pitch for that period, and the other pitch is broadly comparable to the occupier's original pitch.
- (2) If the owner requires the occupier to station the mobile home on the other pitch so that he can replace, or carry out repairs to, the base on which the mobile home is stationed, he must if the occupier so requires, or the court on the application of the occupier so orders, secure that the mobile home is returned to the original pitch on the completion of the replacement or repairs.
- (3) The owner shall pay all the costs and expenses incurred by the occupier in connection with his mobile home being moved to and from the other pitch.
- (4) In this paragraph and in paragraph 13 below, "essential repair or emergency works" means—
- (a) repairs to the base on which the mobile home is stationed;
- (b) works or repairs needed to comply with any relevant legal requirements; or
- (c) works or repairs in connection with restoration following flood, landslide or other natural disaster.

Quiet enjoyment of the mobile home

11. The occupier shall be entitled to quiet enjoyment of the mobile home together with the pitch during the continuance of the agreement, subject to paragraphs 10, 12, 13 and 14.

Owner's right of entry to the pitch

12. The owner may enter the pitch without prior notice between the hours of 9 a.m. and 6 p.m.—
- (a) to deliver written communications, including post and notices, to the occupier; and
- (b) to read any meter for gas, electricity, water, sewerage

or other services supplied by the owner.

13. The owner may enter the pitch to carry out essential repair or emergency works on giving as much notice to the occupier (whether in writing or otherwise) as is reasonably practicable in the circumstances.
14. Unless the occupier has agreed otherwise, the owner may enter the pitch for a reason other than one specified in paragraph 12 or 13 only if he has given the occupier at least 14 clear days' written notice of the date, time and reason for his visit.
15. The rights conferred by paragraphs 12 to 14 above do not extend to the mobile home.

The pitch fee

16. The pitch fee can only be changed in accordance with paragraph 17, either—
- (a) with the agreement of the occupier, or
- (b) if the court, on the application of the owner or the occupier, considers it reasonable for the pitch fee to be changed and makes an order determining the amount of the new pitch fee.
17. (1) The pitch fee shall be reviewed annually as at the review date.
- (2) At least 28 clear days before the review date the owner shall serve on the occupier a written notice setting out his proposals in respect of the new pitch fee.
- (3) If the occupier agrees to the proposed new pitch fee, it shall be payable as from the review date.
- (4) If the occupier does not agree to the proposed new pitch fee—
- (a) the owner may apply to the court for an order under paragraph 16(b) determining the amount of the new pitch fee;
- (b) the occupier shall continue to pay the current pitch fee to the owner until such time as the new pitch fee is agreed by the occupier or an order determining the amount of the new pitch fee is made by the court under paragraph 16(b); and
- (c) the new pitch fee shall be payable as from the review date but the occupier shall not be treated as being in arrears until the 28th day after the date on which the new pitch fee is agreed or, as the case may be, the 28th day after the date of the court order determining the amount of the new pitch fee.
- (5) An application under sub-paragraph (4)(a) may be made at any time after the end of the period of 28 days beginning with the review date.
- (6) Sub-paragraphs (7) to (10) apply if the owner—
- (a) has not served the notice required by sub-paragraph (2) by the time by which it was required to be served, but
- (b) at any time thereafter serves on the occupier a written notice setting out his proposals in respect of a new pitch fee.
- (7) If (at any time) the occupier agrees to the proposed pitch fee, it shall be payable as from the 28th day after the date on which the owner serves the notice under sub-paragraph (6)(b).
- (8) If the occupier has not agreed to the proposed pitch fee—
- (a) the owner may apply to the court for an order under paragraph 16(b) determining the amount of the new pitch fee;
- (b) the occupier shall continue to pay the current pitch fee to the owner until such time as the new pitch fee is agreed by the occupier or an order determining the amount of the new pitch fee is made by the

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- court under paragraph 16(b); and
- (c) if the court makes such an order, the new pitch fee shall be payable as from the 28th day after the date on which the owner serves the notice under sub-paragraph (6)(b).
- (9) An application under sub-paragraph (8) may be made at any time after the end of the period of 56 days beginning with date on which the owner serves the notice under sub-paragraph (6)(b).
- (10) The occupier shall not be treated as being in arrears—
- (a) where sub-paragraph (7) applies, until the 28th day after the date on which the new pitch fee is agreed; or
- (b) where sub-paragraph (8)(b) applies, until the 28th day after the date on which the new pitch fee is agreed or, as the case may be, the 28th day after the date of the court order determining the amount of the new pitch fee.
18. (1) When determining the amount of the new pitch fee particular regard shall be had to—
- (a) any sums expended by the owner since the last review date on improvements—
- (i) which are for the benefit of the occupiers of mobile homes on the protected site;
- (ii) which were the subject of consultation in accordance with paragraph 22(e) and (f) below; and
- (iii) to which a majority of the occupiers have not disagreed in writing or which, in the case of such disagreement, the court, on the application of the owner, has ordered should be taken into account when determining the amount of the new pitch fee;
- (b) any decrease in the amenity of the protected site since the last review date; and
- (c) the effect of any enactment, other than an order made under paragraph 8(2) above, which has come into force since the last review date.
- (2) When calculating what constitutes a majority of the occupiers for the purposes of sub-paragraph (1)(b)(iii) each mobile home is to be taken to have only one occupier and, in the event of there being more than one occupier of a mobile home, its occupier is to be taken to be the occupier whose name first appears on the agreement.
- (3) In a case where the pitch fee has not been previously reviewed, references in this paragraph to the last review date are to be read as references to the date when the agreement commenced.
19. When determining the amount of the new pitch fee, any costs incurred by the owner in connection with expanding the protected site shall not be taken into account.
20. (1) There is a presumption that the pitch fee shall increase or decrease by a percentage which is no more than any percentage increase or decrease in the retail prices index since the last review date, unless this would be unreasonable having regard to paragraph 18(1) above.
- (2) Paragraph 18(3) above applies for the purposes of this paragraph as it applies for the purposes of paragraph 18.

Occupier's obligations

21. The occupier shall—

- (a) pay the pitch fee to the owner;
- (b) pay to the owner all sums due under the agreement in respect of gas, electricity, water, sewerage or other services supplied by the owner;
- (c) keep the mobile home in a sound state of repair;
- (d) maintain—

- (i) the outside of the mobile home, and
- (ii) the pitch, including all fences and outbuildings belonging to, or enjoyed with, it and the mobile home, in a clean and tidy condition; and
- (e) if requested by the owner, provide him with documentary evidence of any costs or expenses in respect of which the occupier seeks reimbursement.

Owner's obligations

22. The owner shall—

- (a) if requested by the occupier, and on payment by the occupier of a charge of not more than £30, provide accurate written details of—
- (i) the size of the pitch and the base on which the mobile home is stationed; and
- (ii) the location of the pitch and the base within the protected site;
- and such details must include measurements between identifiable fixed points on the protected site and the pitch and the base;
- (b) if requested by the occupier, provide (free of charge) documentary evidence in support and explanation of—
- (i) any new pitch fee;
- (ii) any charges for gas, electricity, water, sewerage or other services payable by the occupier to the owner under the agreement; and
- (iii) any other charges, costs or expenses payable by the occupier to the owner under the agreement;
- (c) be responsible for repairing the base on which the mobile home is stationed and for maintaining any gas, electricity, water, sewerage or other services supplied by the owner to the pitch or to the mobile home;
- (d) maintain in a clean and tidy condition those parts of the protected site, including access ways, site boundary fences and trees, which are not the responsibility of any occupier of a mobile home stationed on the protected site;
- (e) consult the occupier about improvements to the protected site in general, and in particular about those which the owner wishes to be taken into account when determining the amount of any new pitch fee; and
- (f) consult a qualifying residents' association, if there is one, about all matters which relate to the operation and management of, or improvements to, the protected site and may affect the occupiers either directly or indirectly.

23. The owner shall not do or cause to be done anything which may adversely affect the ability of the occupier to perform his obligations under paragraph 21(c) and (d) above.

24. For the purposes of paragraph 22(e) above, to "consult" the occupier means—

- (a) to give the occupier at least 28 clear days' notice in writing of the proposed improvements which—
- (i) describes the proposed improvements and how they will benefit the occupier in the long and short term;
- (ii) details how the pitch fee may be affected when it is next reviewed; and
- (iii) states when and where the occupier can make representations about the proposed improvements; and
- (b) to take into account any representations made by the occupier about the proposed improvements, in accordance with paragraph (a)(iii), before undertaking them.

25. For the purposes of paragraph 22(f) above, to "consult" a qualifying residents' association means—

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- (a) to give the association at least 28 clear days' notice in writing of the matters referred to in paragraph 22(f) which—
 - (i) describes the matters and how they may affect the occupiers either directly or indirectly in the long and short term; and
 - (ii) states when and where the association can make representations about the matters; and
- (b) to take into account any representations made by the association, in accordance with paragraph (a)(ii), before proceeding with the matters.

Owner's name and address

26. (1) The owner shall by notice inform the occupier and any qualifying residents' association of the address in England or Wales at which notices (including notices of proceedings) may be served on him by the occupier or a qualifying residents' association.
- (2) If the owner fails to comply with sub-paragraph (1), then (subject to sub-paragraph (5) below) any amount otherwise due from the occupier to the owner in respect of the pitch fee shall be treated for all purposes as not being due from the occupier to the owner at any time before the owner does so comply.
- (3) Where in accordance with the agreement the owner gives any written notice to the occupier or (as the case may be) a qualifying residents' association, the notice must contain the following information—
 - (a) the name and address of the owner; and
 - (b) if that address is not in England or Wales, an address in England or Wales at which notices (including notices of proceedings) may be served on the owner.
- (4) Subject to sub-paragraph (5) below, where—
 - (a) the occupier or a qualifying residents' association receives such a notice, but
 - (b) it does not contain the information required to be contained in it by virtue of sub-paragraph (3) above,the notice shall be treated as not having been given until such time as the owner gives the information to the occupier or (as the case may be) the association in respect of the notice.
- (5) An amount or notice within sub-paragraph (2) or (4) (as the case may be) shall not be treated as mentioned in relation to any time when, by virtue of an order of any court or tribunal, there is in force an appointment of a receiver or manager whose functions include receiving from the occupier the pitch fee, payments for services supplied or other charges.
- (6) Nothing in sub-paragraphs (3) to (5) applies to any notice containing a demand to which paragraph 27(1) below applies.
27. (1) Where the owner makes any demand for payment by the occupier of the pitch fee, or in respect of services supplied or other charges, the demand must contain—
 - (a) the name and address of the owner; and
 - (b) if that address is not in England or Wales, an address in England or Wales at which notices (including notices of proceedings) may be served on the owner.
- (2) Subject to sub-paragraph (3) below, where—
 - (a) the occupier receives such a demand, but
 - (b) it does not contain the information required to be contained in it by virtue of sub-paragraph (1),the amount demanded shall be treated for all purposes as not being due from the occupier to the owner at any

time before the owner gives that information to the occupier in respect of the demand.

- (3) The amount demanded shall not be so treated in relation to any time when, by virtue of an order of any court or tribunal, there is in force an appointment of a receiver or manager whose functions include receiving from the occupier the pitch fee, payments for services supplied or other charges.

Qualifying residents' association

- 28.(1) A residents' association is a qualifying residents' association in relation to a protected site if—
 - (a) it is an association representing the occupiers of mobile homes on that site;
 - (b) at least 50 per cent. of the occupiers of the mobile homes on that site are members of the association;
 - (c) it is independent from the owner, who together with any agent or employee of his is excluded from membership;
 - (d) subject to paragraph(c) above, membership is open to all occupiers who own a mobile home on that site;
 - (e) it maintains a list of members which is open to public inspection together with the rules and constitution of the residents' association;
 - (f) it has a chairman, secretary and treasurer who are elected by and from among the members;
 - (g) with the exception of administrative decisions taken by the chairman, secretary and treasurer acting in their official capacities, decisions are taken by voting and there is only one vote for each mobile home; and
 - (h) the owner has acknowledged in writing to the secretary that the association is a qualifying residents' association, or, in default of this, the court has so ordered.
- (2) When calculating the percentage of occupiers for the purpose of sub-paragraph (1)(b) above, each mobile home shall be taken to have only one occupier and, in the event of there being more than one occupier of a mobile home, its occupier is to be taken to be the occupier whose name first appears on the agreement.

Interpretation

29. In this Schedule—

“pitch” means the land, forming part of the protected site and including any garden area, on which the occupier is entitled to station the mobile home under the terms of the agreement;

“pitch fee” means the amount which the occupier is required by the agreement to pay to the owner for the right to station the mobile home on the pitch and for use of the common areas of the protected site and their maintenance, but does not include amounts due in respect of gas, electricity, water and sewerage or other services, unless the agreement expressly provides that the pitch fee includes such amounts;

“retail prices index” means the general index (for all items) published by the Office for National Statistics or, if that index is not published for a relevant month, any substituted index or index figures published by that Office;

“review date” means the date specified in the written statement as the date on which the pitch fee will be reviewed in each year, or if no such date is specified, each anniversary of the date the agreement commenced.

This Written Statement applies in relation to any agreement to which the 1983 Act applies and which commenced at any time before 1st October 2006.

THE WRITTEN STATEMENT – SUPPLEMENTARY PROVISIONS AND EXPRESS TERMS

Part 4 – Supplementary Provisions

Part 3 of Schedule 1 to the 1983 Act sets out provisions which supplement those in Part 1 of Schedule 1. These are set out below.

SCHEDULE 1

Part 3

Supplementary Provisions

Duty to forward requests under paragraph 8 or 9 of Part 1

1. (1) This paragraph applies to-
 - (a) a request by the occupier for the owner to approve a person for the purposes of paragraph 8(1) of Part 1 above (see paragraph 8(1A)), or
 - (b) a request by the occupier for the owner to approve a person for the purposes of paragraph 9(1) of Part 1 above (see paragraph 8(1A) as applied by paragraph 9(2)).
- (2) If a person (“the recipient”) receives such a request and he-
 - (a) though not the owner, has an estate or interest in the protected site, and
 - (b) believes that another person is the owner (and that the other person has not received such a request),the recipient owes a duty to the occupier to take such steps as are reasonable to secure that the other person receives the request within the period of 28 days beginning with the date on which the recipient receives it.
- (3) In paragraph 8(1B) of Part III above (as it applies to any request within sub-paragraph (1) above) any reference to the owner receiving such a request includes a reference to his receiving it in accordance with sub-paragraph (2) above.

Action for breach of duty under paragraph 1

2. (1) A claim that a person has broken the duty under paragraph 1(2) above may be made the subject of civil proceedings in like manner as any other claim in tort for breach of statutory duty.
- (2) The right conferred by sub-paragraph (1) is in addition to any right to bring proceedings, in respect of a breach of any implied term having effect by virtue of paragraph 8 or 9 of Part 1 above, against a person bound by that term.

Part 5 – Express terms of the agreement

This part of the written statement sets out other terms of the agreement which may be agreed between you (the occupier) and the site owner in addition to the implied terms.

Right to station mobile home

1. The site owner permits you to station the mobile home on the pitch at the site and to occupy it as your only or main residence.

Site owner’s obligations

2. The site owner agrees with you as follows:
 - (a) The site owner must insure the site with an organisation that is registered with the Financial Services Authority against loss or damage by fire and liabilities to other people and property. The site owner must produce a copy of the insurance policy to you together with any evidence that you may reasonably request as proof of insurance upon request.
 - (b) The site owner must display a copy of the current site licence on the site notice board. A copy of the current site licence is also available on request from the site owner or from the local authority.
 - (c) The site owner must not change the park rules except in accordance with the procedure set out below. Any changes to the park rules will not affect anything to which you are entitled under these Express Terms or the Implied Terms in Part 3 of this agreement. The procedure for amending the park rules is:
 - (i) the site owner must give you 28 days’ notice in writing of any proposed changes by sending these to you at the mobile home
 - (ii) if within those 28 days occupiers representing at least one-third of the mobile homes on the site send the site owner a request in writing to call a meeting to discuss the proposals then (unless the site owner withdraws the proposals) the site owner will arrange a meeting which all occupiers may attend in order to consider the proposals in detail. At that meeting the occupiers shall vote upon the site owner’s proposals and voting will be on the basis of one vote per home, the majority to be determined by a simple majority of those occupiers voting;
 - (iii) if no such request is delivered to the site owner within the 28 day period specified in sub-paragraph 2 (c)(i) above, then a majority of the occupiers shall be deemed to have accepted the proposed rule changes, and the amended park rules shall come into force immediately once the 28 day period ends.
 - (d) The site owner must do everything they can reasonably do to provide and keep the services available to the pitch. However the site owner will not be responsible for any temporary failure or lack of facilities and services if this is caused by something outside their control.
 - (e) Upon request, the site owner must provide a written quotation, by a competent experienced contractor, for the costs of removing the mobile home from the pitch and the site and leaving the pitch clean and tidy and any bushes, trees and shrubs undamaged.

Your obligations

3. You agree with the site owner as follows:
 - (a) You must not permit a greater number of persons to live in or occupy the mobile home than the maximum number of people mentioned in paragraph 10 of Part 1 of this agreement.

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- (b) You must not use the mobile home, the pitch or the site (or any part of the site) for any business purposes.
- (c) The mobile home must not be hired and accommodation must not be rented to paying guests.
- (d) You must ensure that
 - (i) the mobile home at all times complies with the statutory definition of a “mobile home” set out in the 1983 Act (or any definition that may subsequently amend or supersede it) and
 - (ii) the mobile home is maintained at all times in a condition whereby it is capable of being moved from one pitch on the site to another.
- (e) You must not, without the prior written consent of the site owner (which must not unreasonably be withheld) carry out any of the following:
 - (i) building works to the mobile home or the base or the pitch except any repairs or maintenance carried out by you in accordance with clauses 21(c) and/or 21(d) of the Implied Terms set out in Part 3 of this agreement;
 - (ii) the erection of any porches, sheds, garages, outbuildings, fences or other structures;
 - (iii) paving or hard landscaping, including the formation of a pond;
 - (iv) planting, felling, lopping, topping or pruning of any trees; or
 - (v) the erection of any pole, mast, wire, dish or communications receiving equipment.

In considering any request for consent to carry out any such works, the site owner shall have regard to all the circumstances, including the weight of any proposed works and their likely effect (if any) on the mobile home, the pitch, the base on which the mobile home is stationed, and the amenity of the site.
- (f) You must not do, or allow to be done, anything which might breach any of the conditions of the site owner’s site licence. A copy of the current site licence is attached to this agreement.
- (g) You must comply with any enactments, orders, regulations and bye-laws which relate to the site or the mobile home (for example, issued by the local authority, county council, Environment Agency or Parliament).
- (h) You must comply with the park rules. A copy of the current park rules is attached to this Written Statement.
- (i) You must not do, or allow to be done, anything which may:-
 - (i) be or become a nuisance to or cause annoyance, inconvenience or disturbance to, the site owner or anyone else who lives on or uses the site;
 - (ii) cause damage to any property belonging to the site owner or anyone else, or;
 - (iii) be a criminal offence on the site.
- (j) If you, or anyone acting for you, receives a notice from any local authority or statutory body which is likely to affect the site owner or the site or any other resident on the site, you must send the site owner a copy of the notice immediately. You must also take reasonable steps to comply with the requirements of the notice insofar as they are applicable to you.
- (k) Within 28 days of the agreement coming to an end (however this may occur), you must arrange the removal the mobile home from the pitch and the site and leave the pitch clean and tidy and any bushes, trees and shrubs undamaged. The mobile home must be removed by a competent experienced contractor.
- (l) You must insure and keep the mobile home insured with an organisation that is registered with the Financial Services Authority against loss or damage

by fire and liabilities to other people and property. You must produce a copy of the insurance policy to the site owner upon request together with any evidence that the site owner may reasonably request as proof of insurance.

- (m) You must, at your own expense, carry out all works in respect of the mobile home, including all fences and outbuildings belonging to or enjoyed with the mobile home, which are required in order to comply with the requirements of any statute, government department, local authority or Court.
- (n) If you fail to pay the agreed pitch fee or any other sum due under this agreement within 28 days of the date due, you must pay to the site owner interest on the outstanding sum from the date when it fell due to the date on which it is paid. Interest shall be charged at 4% per annum over base rate from time to time of a London clearing bank.

Sale of the mobile home

- 4. The lawful assignment of this agreement can only be effective once you, the site owner and the new occupier have all signed a transfer in the form provided in the Assignment Schedule of this agreement and any commission payable to the site owner under paragraph 8 of Part 3 of this agreement has been paid in cleared funds.

Communications

- 5. If the site owner sends you a communication under this agreement it must be in writing and posted or delivered to the mobile home or (if different) to your last known address. A communication can also be given by the site owner to you in person.

Meaning of expressions used in the Express Terms and Interpretation

- 6. In the agreement and this Written Statement (in addition to the definitions set out in paragraph 29 of Part 3 above), the following definitions apply:
 - (i) “the mobile home” means the mobile home described in the Part 1 of this agreement
 - (ii) “the site” means “the protected site” referred to in Part 1 of this agreement

[The Express Terms may, if agreed by both parties, be added to or amended by either the occupier or site owner provided any such addition or amendment does not contradict anything contained in the Implied Terms.]