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SCOTTISH STATUTORY INSTRUMENTS

2013 No. 188

MOBILE HOMES

The Mobile Homes (Written Statement) (Scotland) Regulations 2013

Made - - - -	*30th May 2013*
Laid before the Scottish Parliament	*31st May 2013*
Coming into force - -	*1st September 2013*

The Scottish Ministers make the following Regulations in exercise of the powers conferred by section 1(2)(e) of the Mobile Homes Act 1983(**a**).

Citation, commencement and application

1.—(1) These Regulations may be cited as the Mobile Homes (Written Statement) (Scotland) Regulations 2013 and come into force on 1st September 2013.

(2) These Regulations apply in relation to any written statement given on or after 1st September 2013 with respect to an agreement to which the 1983 Act applies in Scotland.

Interpretation

2. In these Regulations—

"the 1983 Act" means the Mobile Homes Act 1983;

"written statement" means the written statement that the owner of a protected site is required by section 1(2) of the 1983 Act (particulars of agreements) to give to the proposed occupier.

Written statement: prescribed requirements

3. The requirement with which a written statement must comply for the purposes of section 1(2) of the 1983 Act (in addition to the requirements of section 1(2)(a) to (d) of the 1983 Act) is that it must be in the form set out in the Schedule to these Regulations or a form substantially to the same effect.

(**a**) 1983 c.34; section 1 was substituted by section 167 of the Housing (Scotland) Act 2006 (asp 1).

Revocation

4. The Mobile Homes (Written Statement) Regulations 1983(**a**) are revoked in relation to Scotland.

M J BURGESS
Authorised to sign by the Scottish Ministers

St Andrew's House,
Edinburgh
30th May 2013

(**a**) S.I. 1983/749.

SCHEDULE

Regulation 3

WRITTEN STATEMENT REQUIRED BY THE MOBILE HOMES ACT 1983 TO BE GIVEN TO A PROPOSED OCCUPIER OF A PITCH

Form of written statement

IMPORTANT – PLEASE READ THIS STATEMENT CAREFULLY AND KEEP IT IN A SAFE PLACE. IT SETS OUT THE TERMS ON WHICH YOU WILL BE ENTITLED TO KEEP YOUR MOBILE HOME ON A PROTECTED SITE AND TELLS YOU ABOUT THE RIGHTS WHICH WILL BE GIVEN TO YOU BY LAW. IF THERE IS ANYTHING YOU DO NOT UNDERSTAND YOU SHOULD SEEK ADVICE (FOR EXAMPLE FROM A SOLICITOR OR A CITIZENS ADVICE BUREAU).

PART 1

Information about your rights

The Mobile Homes Act 1983

1. You will be entering into an agreement with a site owner which will entitle you to keep your mobile home on the site owner's land and live in it as your home. You will automatically be protected and given certain rights under the Mobile Homes Act 1983 ("the 1983 Act"). These rights affect 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. The express terms that are set out in Parts 2 and 4 of this statement will apply to you. If you are not happy with any of these express terms 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, 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 later. If you wish to challenge your agreement, you are advised to consult a solicitor or citizens advice bureau.

5. A challenge can be made either in the sheriff court or, with the agreement of the site owner, before an arbiter. You can—

(a) ask for any of the express terms of the agreement (those set out in Parts 2 and 4 of this statement) to be changed or deleted;

(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 9 below).

6. The appointment of an arbiter 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 arbiter to settle a dispute between you.

7. The site owner can also go to court or with your agreement to an arbiter to ask for the agreement to be changed in these two ways.

8. The court or the arbiter must make an order on terms they consider just and equitable in the circumstances.

9. The matters set out in Part 2 of Schedule 1 to the 1983 Act are as follows—

(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;

(d) the preservation of the amenity of the protected site.

Six month time limit for challenging the terms

10. You must act quickly if you want to challenge the terms. If you or the site owner make no application to a court or arbiter within six months of the date on which you entered into the agreement or the date you received the written statement, whichever is 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 you both agree.

Unfair terms

11. If you consider that any of the express terms of the agreement set out in Parts 2 and 4 of this statement are unfair, you can, in accordance with the provisions of the Unfair Terms in Consumer Contracts Regulations 1999(**a**) complain to the Office of Fair Trading or any qualifying body under those Regulations.

PART 2

Particulars of the agreement

Parties to the agreement

The parties to the agreement will be—

……..
(*insert name and address of mobile home occupier*)

…….
(*insert name and address of site owner*).

(**a**) S.I. 1999/2083; which are relevantly amended by S.I. 2013/783. Schedule 1 to the Regulations contains a list of qualifying bodies.

Start date

The agreement will begin on …….(insert date).

Particulars of the pitch

The particulars of the land on which you will be entitled to station your mobile home are—

……
……
……

Plan

A plan showing—

(a) the size and location of the pitch;

(b) the size of the base on which the mobile home is to be stationed; and

(c) measurements between identifiable fixed points on the site and the pitch and base,

is attached to this statement.

Site owner's interest

(a) The site owner's estate or interest in the land will end on …….

(If this statement applies insert date);

(b) The site owner's planning permission for the site will end on ……..

(If this statement applies insert 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.

(If only one of statements (a) and (b) applies, cross out the words that do not apply. If neither of these statements apply, delete this paragraph.)

Pitch fee

The pitch fee will be payable from …… (*insert date*).

The pitch fee will be payable weekly/monthly/quarterly/annually (*cross out the words which do not apply)*.

The pitch fee is ……

The following services are included in the pitch fee—

Water

Sewerage

……
……

(Cross out the services which are not included and add any others which are included in the pitch fee.)

Review of pitch fee

The pitch fee will be reviewed on …….(*insert date*).

This date is the review date.

(*Cross out this paragraph if not applicable.*)

Additional charges

An additional charge will be made for the following matters—

……..

(List the matters for which an additional charge will be made.)

PART 3

Implied Terms

Certain terms will be automatically included in your agreement. These implied terms are set out in Part 1 of Schedule 1 to the 1983 Act(**a**), and are as follows—

"Duration of Agreement

1. Subject to paragraph 2 below, the right to station the mobile home on land forming part of the protected site shall subsist until the agreement is determined under paragraph 3, 4, 5 or 6 below.

2.—(1) If the owner's estate or interest is insufficient to enable him to grant the right for an indefinite period, the period for which the right subsists shall not extend beyond the date when the owner's estate or interest determines.

(2) If planning permission for the use of the protected site as a site for mobile homes has been granted in terms such that it will expire at the end of a specified period, the period for which the right subsists shall not extend beyond the date when the planning permission expires.
(3) If before the end of a period determined by this paragraph there is a change in circumstances which allows a longer period, account shall be taken of that change.

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.

4. The owner shall be entitled to terminate the agreement at a date determined by the court 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.

(**a**) 1983 c.34; Part 1 of Schedule 1 has been relevantly amended by section 169 of the Housing (Scotland) Act 2006 and the Mobile Homes Act 1983 (Amendment of Schedule 1) (Scotland) Order 2013.

5. The owner shall be entitled to terminate the agreement at a date to be determined by the court 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; and

(b) considers it reasonable for the agreement to be terminated.

6.—(1) The owner shall be entitled to terminate the agreement at a date to be determined by the court if, on the application of the owner, the court is satisfied that, having regard to its 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.

(3) Sub-paragraphs (4) and (5) below apply if, on an application under sub-paragraph (1) above—

(a) the court considers that—

(i) having regard to the present condition of the mobile home, paragraph (a) of that sub-paragraph applies to it; but

(ii) it would be reasonably practicable for particular repairs to be carried out on the mobile home that would result in sub-paragraph (1)(a) not applying to it; and

(b) the occupier indicates an intention to carry out those repairs.

(4) In such a case the court may make an order setting out the repairs and 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.

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

Repayment of sums paid by occupier on termination of agreement

7. Where the agreement is terminated as mentioned in paragraph 3, 4, 5 or 6, the owner must, within 2 months of the date of termination, repay to the occupier so much of any payment made by the occupier in pursuance of the agreement as is attributable to a period beginning after the date of termination.

Sale of mobile home

8.—(A1) This paragraph applies to an agreement which relates to a pitch other than a pitch on—

(a) a local authority gypsy and traveller site; or

(b) a registered social landlord gypsy and traveller site.

(1) The occupier shall, subject to sub-paragraph (2A), be entitled to sell the mobile home, and to assign the agreement.

(1A) The occupier is entitled to—

(a) market the occupier's mobile home using the services of an agent; and

(b) display appropriate marking signs in, or on, the mobile home for these purposes.

(1B) The owner must allow any agent appointed by the occupier such reasonable access to the pitch as may be required for the purposes of—

(a) preparing a valuation of the mobile home; and

(b) preparing or displaying marketing particulars.

(1C) Where the occupier intends to sell the mobile home and assign the agreement as mentioned in sub-paragraph (1), the occupier must, no later than 28 days before the date of the sale of the mobile home and assignation of the agreement, provide the purchaser with—

(a) a copy of the agreement;

(b) a copy of any site rules for the protected site on which the mobile home is stationed; and

(c) a forwarding address for the occupier.

(1D) But if the purchaser consents in writing to the documents and address being provided by a date ("the agreed date") which is less than 28 days before the date of the sale and assignation of the agreement, the occupier must provide the documents and address to the purchaser no later than the agreed date.

(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 Scottish Ministers.

(2A) Neither the sale nor the assignation are to have any effect until the owner has received the commission mentioned in sub-paragraph (2).

(2B) Except to the extent mentioned in sub-paragraph (2), the owner may not require any payment to be made (whether to the owner or otherwise) in connection with the sale of the mobile home, and the assignation of the agreement.

(3) An order under this paragraph—

(a) shall be made by statutory instrument which shall be subject to annulment in pursuance of a resolution of either House of Parliament; and

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

Gift of mobile home

9.—(1) This paragraph applies to an agreement which relates to a pitch other than a pitch on—

(a) a local authority gypsy and traveller site; or

(b) a registered social landlord gypsy and traveller site.

(2) Subject to sub-paragraph (5), the occupier is entitled to gift the mobile home, and to assign the agreement, to a member of the occupier's family (the "new occupier") without the approval of the owner.

(3) The occupier must, if requested by the owner, give the owner such evidence as the owner, acting reasonably, may require to confirm that the new occupier is a member of the occupier's family.

(4) The new occupier must, as soon as practicable, notify the owner of the new occupier's acceptance of the gift of the mobile home and assignation of the agreement.

(5) Neither the gift nor the assignation are to have any effect until the owner has received the evidence mentioned in sub-paragraph (3) and the notification required in sub-paragraph (4).

(6) The owner may not require any payment to be made (whether to the owner or otherwise) in connection with the gift of the mobile home, and the assignation of the agreement.

Re-siting of mobile home

10.—(1) The owner is 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—

(i) the other pitch is broadly comparable to the occupier's original pitch; and

(ii) 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 pitch under sub-paragraph (1), the owner must, if the occupier so requires, secure that the mobile home is returned to the original pitch—

(a) where sub-paragraph (1)(a) applies, on the expiry of the period mentioned in sub-paragraph (1); or

(b) where sub-paragraph (1)(b) applies, on the completion of the essential repair or emergency works.

(3) Sub-paragraph (2) does not apply where the original pitch cannot be used as a pitch.

(4) The owner shall pay all the costs and expenses incurred by the occupier in connection with the mobile home being moved to and from the other pitch.

Undisturbed possession of the mobile home

11.—(1) The occupier is entitled to undisturbed possession of the mobile home together with the pitch during the continuance of the agreement.

(2) Sub-paragraph (1) is 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. to—

(a) deliver written communications, including post and notices, to the occupier; and

(b) 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 those specified in paragraphs 12 or 13 only if the owner has given the occupier at least 14 clear days' written notice of the date, time and reason for the visit.

15. The rights conferred by paragraphs 12 to 14 do not extend to the mobile home.

The pitch fee

16.—(1) Once reviewed, the pitch fee can only be changed at the relevant date.

(2) For the purposes of sub-paragraph (1) "the relevant date" is—

(a) where paragraph 17(1) applies the next review date;

(b) where paragraph 19(2) applies the 28th day after the date on which the owner served the notice under paragraph 19(1); or

(c) where paragraph 20(3)(b) applies the 28th day after the date of the court order determining the amount of the pitch fee.

17.—(1) The pitch fee may be reviewed at the review date if, at least 28 clear days before that review date, the owner has served on the occupier a written notice setting out the owner's proposal in respect of the new pitch fee.

(2) The notice referred to in sub-paragraph (1) must set out the services which the agreement provides that are included in the pitch fee proposed by the owner.

(3) If at any time the occupier agrees to the proposed pitch fee it shall be payable as from the review date.

(4) If the occupier does not agree to the proposed pitch fee the owner or the occupier may apply to the court for an order determining the amount of the new pitch fee.

(5) An application under sub-paragraph (4) may be made at any time after the end of the period of 28 days beginning with the review date.

18.—(1) If the owner has not served a notice under paragraph 17(1) by the time by which it required to be served, the occupier can serve a notice ("a review request") on the owner requesting the owner to serve a notice under paragraph 19(1).

(2) If the owner fails to serve a notice under paragraph 19(1) within the period of 28 days beginning with the date the occupier served the review request then the occupier may apply to the court for an order determining the amount of the new pitch fee.

19.—(1) The pitch fee may be reviewed at a date after the review date if the owner serves on the occupier a written notice setting out the owner's proposals in respect of a new pitch fee.

(2) 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 (1).

(3) If the occupier does not agree to the proposed pitch fee the owner or the occupier may apply to the court for an order determining the amount of the new pitch fee.

(4) An application under sub-paragraph (3) may be made at any time after the end of the period of 56 days beginning with the date on which the owner serves the notice under sub-paragraph (1).

20.—(1) Where an application is made to the court under paragraphs 17(4), 18(2) or 19(3), the court shall, if the court considers it reasonable for the pitch fee to be changed, make an order determining the amount of the new pitch fee.

(2) 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.

(3) If the court makes such an order, the new pitch fee shall be payable—

(a) where the application was made under paragraph 17(4), as from the review date;

(b) where the application was made under paragraphs 18(2) or 19(3), as from the 28th day after the date of the court order determining the amount of the pitch fee.

21. The occupier shall not be treated as being in arrears—

(a) where either paragraph 17(3) or 19(2) applies, until the 28th day after the date on which the new pitch fee is agreed; or

(b) where paragraph 20(3) applies until the 28th day after the date of the court order determining the amount of the new pitch fee.

22.—(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 25(e) and (f); 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;

(a) any decrease in the amenity of the protected site or the facilities and services provided on that site since the last review date; and

(b) the effect of any enactment, other than an order made under paragraph 8(2), 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)(a)(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 who has responded to the consultation, 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.

23.—(1) When determining the amount of the new pitch fee—

(a) any costs incurred by the owner in connection with expanding the protected site shall not be taken into account; and

(b) 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 22(1).

(2) 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.

Occupier's obligations

24. The occupier must—

(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 in a clean and tidy condition—

(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; and

(e) if requested by the owner, provide documentary evidence of any costs or expenses in respect of which the occupier seeks reimbursement.

Owner's obligations

25. The owner must—

(a) 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;

(b) if requested by the occupier, provide, free of charge, a copy of the current public liability insurance certificate in respect of the protected site;

(c) be responsible for repairing, and where necessary renewing 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.

26. The owner must not do or cause to be done anything which may adversely affect the ability of the occupier to perform the occupier's obligations under paragraph 24(c) and (d).

27. For the purposes of paragraph 25(e), to "consult the occupier" means—

(a) to give the occupier at least 28 clear days' notice in writing of—

(i) the proposed improvements and how they will benefit the occupier in the long and short term;

(ii) how the pitch fee may be affected when it is next reviewed; and

(iii) 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 sub-paragraph (a)(iii), before undertaking them.

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

(a) to give the association at least 28 clear days' notice in writing of—

(i) the matters mentioned in paragraph 25(f) and how they may affect the occupiers either directly or indirectly in the long and short term; and

(ii) 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 sub-paragraph (a)(ii), before proceeding with the matters.

Owner's name and address

29.—(1) The owner must, by notice, inform the occupier and any qualifying residents' association of the address in Scotland at which notices (including notices of proceedings) may be served on the owner by the occupier or association.

(2) If the owner fails to comply with sub-paragraph (1), then (subject to sub-paragraph (5)) 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 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 Scotland, an address in Scotland at which notices (including notices of proceedings) may be served on the owner.

(4) Subject to sub-paragraph (5), where—

(a) the occupier or a qualifying residents' association receives a written notice, but

(b) it does not contain the information required by sub-paragraph (3),

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 that sub-paragraph 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 30(1) applies.

30.—(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 Scotland, an address in Scotland at which notices (including notices of proceedings) may be served on the owner.

(2) Subject to sub-paragraph (3), where—

(a) the occupier receives such a demand; but

(b) it does not contain the information required by 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 treated as mentioned in sub-paragraph (2) 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

31.—(1) A residents' association is a qualifying residents' association in relation to a protected site if—

(a) it represents the occupiers of mobile homes on the site;

(b) at least 50% of the occupiers of the mobile homes on the site are members of the association;

(c) it is independent from the owner, who together with any agent or employee of the owner is excluded from membership;

(d) subject to paragraph (c), 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 association;

(f) it has a chairman, secretary and treasurer who are elected by and from the members; and

(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 exercisable by the occupier for each mobile home.

(2) When calculating the percentage of occupiers for the purpose of sub-paragraph (1)(b) and determining who shall exercise the vote in relation to sub-paragraph (1)(g), 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 who is a member of the association or who exercises any vote, its occupier is to be taken to be the occupier whose name first appears on the agreement.

Interpretation

32. In this Schedule—

"caravan site" has the same meaning as in Part 1 of the Caravan Sites and Control of Development Act 1960(**a**);

"essential repair or emergency works" means—

(a) repairs to or replacement of the base on which the mobile home is stationed;

(b) repairs or works needed to comply with any relevant legal requirements; or

(c) repairs or works in connection with restoration following flood, landslide or other natural disaster;

(**a**) 1960 c.62.

"gypsies and travellers" means persons of nomadic habit of life, whatever their race or origin, but does not include members of an organised group of travelling show people or persons engaged in travelling circuses, travelling together as such;
"local authority gypsy and traveller site" means any land which—

(a) is occupied by a local authority as a caravan site providing accommodation for gypsies and travellers; and

(b) is a protected site;

"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—

(a) the right to station the mobile home on the pitch and for use of the common areas of the protected site and their maintenance; and

(b) water and sewerage services, unless the same are specifically excluded from forming part of the pitch fee by the agreement;

but the pitch fee does not include amounts due in respect of gas, electricity or other services, unless the agreement expressly provides that the pitch fee includes such amounts;

"registered social landlord" means a body registered in the register maintained under section 20(1) of the Housing (Scotland) Act 2010(**a**);

"registered social landlord gypsy and traveller site" means any land which—

(a) is occupied by a registered social landlord as a caravan site providing accommodation for gypsies and travellers; and
(b) is a protected site;

"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; and
"written statement" means the written statement that the owner of the protected site is required to give to the occupier by section 1(2) of this Act."

PART 4

Other express terms of the agreement

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

[*Terms to be inserted by the site owner.*]

(**a**) 2010 asp 17.

EXPLANATORY NOTE

(This note is not part of the Regulations)

The Mobile Homes Act 1983 ("the 1983 Act") applies to all agreements under which persons are entitled to station a mobile home on a protected site and occupy it as their only or main residence. The 1983 Act provides that before such an agreement is entered into the site owner must give to the proposed occupier of the mobile home a written statement which must include the matters specified in section 1(2)(a) to (d) of the 1983 Act and must comply with such other requirements as may be prescribed by Scottish Ministers by regulations.

These Regulations specify that the written statement must be in the form set out in the Schedule.

Part 1 of the Schedule contains information about the occupier's rights under the agreement.

Part 2 of the Schedule sets out the main provisions of the agreement. These are name and address of the parties, particulars of the land, pitch fee, its review and additional charges.

Part 3 of the Schedule sets out the terms to be implied by section 2(1) of the 1983 Act.

Part 4 of the Schedule contains other express terms of the agreement.

These Regulations revoke the Mobile Homes (Written Statement) Regulations 1983.

An impact assessment has not been prepared for this instrument as it has no significant impact on the private or voluntary sectors.

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