
CARAVANS ACT (NORTHERN IRELAND) 2011

A GUIDE FOR RESIDENTIAL OCCUPIERS AND SITE OWNERS

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**In This Guidance The Act Means The Caravans Act
(Northern Ireland) 2011**

**ANNEX 1: A Sample Written Statement (part i – iv)
Of The Agreement Between A
Residential Occupier And Their Site
Owner.**

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This booklet does not give an authoritative interpretation of the law; only the courts can do that. Nor does it cover every case. If you are in doubt about your legal rights or obligations you should ask for information from a Citizens Advice Bureau or see a solicitor. Help with all or part of the cost of legal advice may be available under the Legal Aid Scheme.

INTRODUCTION

The Caravans Act (Northern Ireland) 2011 Chapter 12

The Caravans Act (Northern Ireland) 2011 introduces for the first time in Northern Ireland statutory protection for those who occupy a caravan as their main home on sites which have been approved for that purpose. The Act also creates protection for caravan owners who use their caravan solely for holiday purposes and it applies to privately owned licensed sites, and to sites owned by district councils.

For more detailed guidance on how the Act affects the rights of occupiers of Northern Ireland Housing Executive (NIHE) sites including the Irish Travelling Community (traveller's sites) please contact the NIHE directly.

The Act introduced important new rules about security of tenure, the sale of caravans and other details of agreements between site owners and occupiers. **If you are an occupier of a caravan, living in a caravan as your main home for more than 12 months or you are the site owner then this guidance booklet applies to you.**

What is the legal definition of a Caravan?

A caravan is any structure designed or adapted for people to live in which is capable of being moved from one place to another (whether by being towed or by being transported on a motor vehicle or trailer) and any motor vehicle so designed or adapted and the dimensions do not exceed 20 metres long (exclusive of any drawbar), 6.8 metres wide and 3.05 metres high internally (floor to ceiling).

This does not include railway stock on a railway line which is in use, nor tents.

If you are not sure whether the definition applies to your caravan you should seek advice from a Solicitor.

Who does this law apply to?

The Act applies to owners of residential caravan sites (site owners) and all occupiers who own the caravan in which they live, for more than twelve months, on the rented pitch. It applies to all occupiers who have an agreement with the site owner to be on site whether made before or after this Act came into force, whether it was a written agreement, or an oral agreement.

Part 1 of the Act does not apply to:

- people who rent the actual caravan itself from the site owner
- people who use a caravan for holiday purposes

1. What does the Act do?

The Act credits a level of protection for people who already own, (or are about to purchase) and occupy a caravan as their main home. This means for more than 12 months on a protected site. Essentially the law:

- requires the site owner to provide advance notice of the terms that will apply to the person proposing to occupy a caravan on their site, known as the written statement, and to retrospectively offer one to those already occupying a caravan
- gives an occupier security in their caravan by defining the circumstances in which a site owner can terminate the residential agreement;

- defines the terms and conditions of the agreement between the two parties.

A protected site means a site which is not solely for holiday or temporary accommodation.

2. The Written Statement

The site owner must give the occupier a written statement setting out the **implied terms** and **express terms** of the agreement between them. Since 16 September 2011 a written statement must be provided no later than 28 days from the date on which the agreement for the sale of the caravan to the proposed occupier is made or the date on which the residential agreement is made. A shorter period can be agreed between the owner and the occupier and it is good practice for both parties to sign and acknowledge this.

The written statement must:

- Contain the name and address of both parties;
- Include particulars of the land on which the occupier is entitled to station the caravan that are sufficient to identify that land;
- Set out the **implied terms** (these are the terms that **must** be included in the written statement). This means the rights which Part 1 of the Schedule to the Act says the agreement must state, and these are:
 - The duration of the agreement;

- Termination by the occupier;
 - Termination by the site owner;
 - Recovery of overpayments by the occupier;
 - The sale of the caravan;
 - The gift of the caravan to someone else;
 - The re-siting of the caravan;
 - The right to quiet enjoyment of the caravan;
 - Site owner's right of entry to the pitch;
 - The pitch fee.
 - The occupier's obligation
 - The site owner's obligation
 - The site owner's name and address
 - Details of any qualifying resident's association
- Contain the **express terms** of the agreement which have been agreed between the site owner and the occupier. These may be things such as who will act as an arbitrator in the event of a dispute, car parking arrangements, the keeping of pets etc, agreed between the occupier and the site owner which are not terms listed in the Act.

NB Any express terms that may be agreed but have not been set out in the written statement are unenforceable.

The items listed above under the implied terms, which must therefore be included in the written statement, are determined by the Department for Communities and can only be amended by that Department. Neither the site owner nor the occupier can amend the terms that are implied although the details of the implied terms can be varied where both parties to the agreement decide.

A sample Written Statement (part 1-1V) of the agreement between a residential occupier and their site owner is attached at **ANNEX 1**

2.1 *What happens if the site owner does not provide a written statement?*

If the site owner does not provide a written statement in the required period the occupier can apply to the County Court for an order requiring the owner to give them a written statement which complies with the law and to do so by a specified date.

2.2 *What should the occupier do if he or she is unhappy about any of the express terms of the agreement?*

An occupier who finds any of the express terms of the agreement unacceptable, or who would like to see extra terms added, should ask the site owner if he or she is prepared to make changes. If the site owner refuses, the occupier can apply to an arbitrator (arbitration is available as an alternative to court proceedings where the relevant parties have agreed, in writing, to this course of action) or to the court to ask for the changes to be made. The occupier can ask for any of the express terms to be changed or removed and ask for new terms to be added. The arbitrator, if appointed, or the court will then decide what changes, if any, should be made, on a basis which they consider just and equitable in the circumstances.

2.3 *How long does the occupier have to dispute the express terms?*

The occupier has six months, from the date he or she is given the written statement, in which he or she can apply to court for changes to be made. The occupier should read, understand and then discuss any issues of concern with the site owner before going to arbitration / court.

2.4 *Can the site owner seek to change the express terms?*

Yes. The site owner has the same rights as the occupier, and where the occupier refuses, has the right to ask an arbitrator or the court to change the express terms of the agreement, within six months of the date he or she gives the occupier the written statement.

2.5 *What happens if neither the site owner nor the occupier takes action within six months?*

If neither party applies to the court for the express terms set out in the written statement to be changed within six months, the terms will become binding on both sides. After the six month period, either the site owner or the occupier can ask the court to settle a dispute about the way in which the agreement works but they will no longer have the right to seek changes in the actual terms through the court (although they can agree changes between themselves). It is therefore essential that both site owner and occupier should consider the express terms very carefully. If either party is in any doubt about the effect the terms may have, they should get advice from a solicitor or a Citizens Advice Bureau.

2.6 *How long can an occupier keep the caravan on site?*

In most cases, the occupier has the right to keep the caravan on site indefinitely unless either they or the site owner bring their agreement to an end. However, if the site owner's planning permission for the site or interest in the land is subject to a time limit, the occupier's right to be on site is similarly limited. The site owner must tell the occupier if there is a time limit in the written statement. If, after the beginning of the agreement with the occupier, the time limit on the site owner's planning permission or interest in the land is extended, the occupier's right to stay on site will also be extended. If there is no time limit of this kind, the occupier's agreement can only be brought to an end in one of the ways explained below.

2.7 *Can a member of an occupier's family inherit his or her agreement with the site owner?*

If the occupier's spouse was living with him or her in the caravan when he or she died, that person will inherit the agreement with the site owner and all the rights he or she had. If there is no such spouse, any member of the occupier's family who was living with him or her in the caravan when he or she died or if no such person was residing then the person entitled to the caravan by virtue of the deceased's will can inherit the agreement and his or her rights.

For the purposes of the Act "family" means a wife or husband, civil partner, parent, grandparent, child, grandchild, brother, sister, uncle, aunt, nephew or niece. Any relation by marriage or civil partnership or of half-blood counts as a full relation. Stepchildren and adopted children are also included, as are people living together as husband and wife. In these cases, the rights given by the Act and the terms of the agreement and the written statement will all continue to apply.

2.8 *What happens if no member of the occupier's family is living with him or her when he or she dies?*

In this case, the rules are different. The person who inherits the caravan will have the right to sell the caravan on site, and to pass on the full benefit of the agreement between the site owner and the deceased to the purchaser. The sale will be subject to normal rules about sales on site – see section 5.5. The person who inherits the caravan will not, however, have the automatic right to live in it, nor to give it to a member of his or her family, unless the site owner agrees that he or she can do so. During the period between the death of the occupier and the sale of the caravan, the other terms and conditions of the agreement will continue to apply to the person who inherits the caravan. He or she will, for example, be liable for the pitch fees and for the maintenance of the caravan as required by the agreement. In the same way, the agreement will continue to apply to the site owner, except that he or she will not be able to ask the court to end the agreement on the grounds that the occupier is not living in the caravan.

2.9 *What happens if the ownership of the site changes hands?*

An agreement between a site owner and the occupier is binding not only on the site owner who made the agreement but also on any new owner of the site. Thus agreements will continue to apply in full if the site is sold or the site owner dies and a new owner inherits the site.

2.10 *What are the rules about pitch fees?*

The agreement between site owner and occupier set out in the written statement will include the pitch fee the occupier has to pay the site owner, when it is to be paid (weekly or monthly, etc) and how it is to be reviewed each year. The site owner can only ask the occupier to pay the pitch fee mentioned in their agreement and he or she can only increase (or reduce) the pitch fee as the agreement allows – see 5.10.3. If the written statement does not include any of these terms about pitch fees, then either the site owner or the occupier can go to court within six months, to ask for them to be added. Both the site owner and the occupier have six months in which to ask the court, or an arbitrator, to change the terms about pitch fees in their agreement. The site owner must notify the occupier in writing at least 28 days before the review date of the proposed change to the pitch fee. Occupiers and site owners should think very carefully about the initial level of pitch fees and about the arrangements for it to be increased.

2.11 What other charges can a site owner impose?

Any separate charges, for services such as gas, electricity, water, sewerage or other services supplied by the site owner, which the occupier is asked to pay, should be included in the “*implied terms*” of the agreement set out in the written statement. The charges should adhere to the rules laid down by each Regulator with regard to resale – see 5.10.9

3. Disputes

3.1 *How can an occupier and site owner settle a dispute?*

If the occupier and site owner cannot settle a dispute, they can agree to the services of an arbitrator or ask a court to intervene. Either of them can apply:

- for the terms of the agreement to be changed or new terms to be added to the written statement;
- to settle a dispute about the way in which the agreement works.

4. Protection from Eviction and Harassment

4.1 *What should an occupier do if he or she is being harassed or threatened with eviction?*

If an occupier believes he or she or any person residing with them is being harassed or threatened with illegal eviction, then he or she has the right to approach the local council in whose area the caravan site is situated, and report the actions of the site owner or anyone acting on their behalf, to the council. The council has the power to bring a case against the perpetrator to the county court. The occupier should also consult a solicitor or contact his or her Citizens Advice Bureau for further advice and if physical violence is involved, the occupier should contact the police immediately.

A site owner or agent of the site owner, if found guilty by the court of illegal eviction and/or harassment of the occupier or a person residing with the occupier,

is liable to a fine or imprisonment or in some cases may be liable to both.

NB References in the Act to protection of occupiers from eviction and harassment are –

Part 3	Section 12	Protection of occupiers against eviction and harassment
	Section 13	Provision for suspension of eviction orders
	Section 14	Supplementary

5. Details of Each of the 14 Implied Terms

The Implied terms are contractual terms which must be implied in all agreements between the occupier and site owner. These implied terms are the minimum rights and obligations occupiers and site owners have irrespective of when the agreement was entered into and irrespective of whether they actually appear in the written statement.

There are **14 implied terms** set out in Part 1 of the Schedule to the Act. They cover the following areas:

5.1 *Duration of the Agreement*

This sets out the length of time the agreement is for. In essence, the occupier's agreement to station their caravan on the site will continue indefinitely unless:

- a) The site owner has only a limited interest in the land or the planning permission is temporary or

- b) The occupier terminates the agreement (see Termination of the Agreement by the Occupier, Para 4.2); or
- c) The site owner terminates the agreement following a decision by a Court enabling him to do so (see Termination of the Agreement by the Owner, Para 4.3).

If the site owner's interest in the land is for a limited period then they cannot make an agreement for an occupier to station their home on the site that goes beyond the end of that period. For example if the site owner has a lease on the land, then the length of the agreement cannot extend beyond the length of the lease. If the planning permission for the site is time limited then the agreement cannot be granted beyond the length of the planning permission. However, if either of these time periods is extended, then this extension should be taken into account in terms of the length of the duration of the agreement.

5.2 *Termination of the Agreement by the Occupier*

The occupier may terminate their agreement at any time, as long as they give their site owner at least 4 weeks notice in writing.

5.3 *Termination of the Agreement by the Owner*

A site owner can only bring an agreement with an occupier to an end without delay following a decision by the court. They can apply to the court to bring an agreement to an end on one of three grounds:

- a) That the occupier has broken a term of the agreement. The site owner must notify the occupier in writing that they have broken a term of the agreement and give them a reasonable time to put things right before an application can be made on this ground. The court can only allow the site owner to bring an agreement to an end on this ground if the court considers it proportionate in all the circumstances for the agreement to be terminated.

- b) That the occupier is not living in the caravan as his or her main or only residence. The court can only allow the site owner to bring an agreement to an end on this ground if the court considers it proportionate in all the circumstances for the agreement to be terminated.

- c) That, because of its condition, the caravan is having a detrimental effect on the amenity of the site. The court can only allow the site owner to bring an agreement to an end on this ground if the court considers it proportionate in all the circumstances for the agreement to be terminated. The court may adjourn proceedings if it considers that it would be practical for particular repairs to be carried out and if the occupier indicates that they intend to carry out those repairs, within a specified period of time (that would, when completed, mean that the caravan would no longer have a detrimental effect on the amenity of the park.) If the court is subsequently satisfied that the necessary repairs have not been carried out (within the specified time) the court may make an order to terminate the agreement if the court is satisfied that it is reasonable to do so.

In summary, it is important to note that an occupier can only be made to leave the site and remove their caravan if the agreement has been brought to an end (see

above) and if the site owner has obtained an eviction order from the court.

The site owner should normally be able to apply to the court to bring their agreement with the occupier to an end and for an eviction order at the same time. If the court allows the site owner to bring an agreement to an end, they can do so straight away but the court can suspend an eviction order, on a privately owned site, for up to 12 months at a time (called a suspension order) and it can impose terms and conditions such as payment of rent and rent arrears as it sees fit. The court can, on application from either party, amend the time and terms of the suspension Order.

It is a criminal offence for a site owner or anyone else to make an occupier leave a caravan site without a court order, or to try to make them leave by threats, violence, withholding services such as water, gas or electricity, or any other sort of harassment either to the occupier or any person residing with the occupier .

5.4 *Recovery of Overpayments by the Occupier*

If the agreement is ended, the occupier is entitled to reclaim any pitch fees or other charges paid in advance for a period after the agreement is terminated i.e. the occupier has paid his or her pitch fees in advance and the agreement is then brought to an end (either by the occupier or the site owner), he or she can recover the amount he or she has paid for the period which starts after the ending of the agreement.

5.5 *Sale of the Caravan*

An occupier has the right to sell his/her caravan on the site and transfer the benefit of their agreement with their site owner to the person who buys their caravan. The process of passing on the agreement is called 'assignment'. The sale must be to a person approved by the site owner but the site owner cannot withhold his approval unreasonably. If an occupier considers that the site owner is withholding their approval unreasonably, the occupier can apply to the court for an order requiring the site owner to give approval. When the site owner receives a request from the occupier for approval, he or she must within 28 days from the date on which the request is received, approve the person unless it's reasonable not to, and serve the occupier with a notice of the decision whether or not to approve the person. If approval is withheld, he or she must specify in writing the reasons for withholding it.

If the site owner fails to notify the occupier within 28 days of the decision then the occupier may apply to the Court for an order to declare that the person is approved.

5.5.1 Does an occupier have to give the site owner first refusal to buy the caravan?

There is no requirement for an occupier to give the site owner first refusal - even if their agreement says there is. The site owner may make an offer for the caravan like any buyer and the occupier may choose to sell to them but they are under no obligation to do so. Some agreements may include reference to a site owner's 'right' of first refusal to purchase the caravan, but it is doubtful whether such a provision is enforceable.

5.5.2 Does an occupier have to tell the site owner that they are proposing to sell their caravan?

No. There is no legal requirement for an occupier to tell the site owner that they are proposing to sell their caravan, though they are free to do so if they wish. However, once they have found a buyer they must seek the site owner's approval of that person.

Agreeing a Sale with a buyer

5.5.3 Should an occupier give the prospective purchaser a copy of their written agreement?

Yes. This will allow the buyer to familiarise themselves with the terms of the agreement.

It is the occupier's responsibility to ensure that they give full and accurate information to their buyer so that they can make an informed decision about whether to proceed. Failure to do so may result in the sale falling through at a later stage. Where the sale goes ahead, if an occupier during the sales process fails to reveal relevant information that is available to them, they may be held liable for misrepresentation if the buyer encounters problems in the future.

5.5.4 How does an occupier seek approval of their buyer from their site

owner?

The occupier should write to the site owner giving details and seeking the approval of the proposed buyer.

The site owner must provide the occupier with a reply in writing within 28 days. The 28 day period starts from the date the site owner receives the occupier's request and ends when the occupier receives their reply in writing. The occupier may find it helpful to use a recorded postal service.

The site owner may only approve the person or refuse approval. They cannot attach conditions to the approval. If they refuse approval they must include the reasons for their refusal in writing in their reply.

If the site owner does not give a written response within 28 days or if they refuse approval or fail to give the reasons for the refusal in writing, an occupier may apply to the court for an order that declares that the person they intend to sell to is approved. The court may accept or reject the application.

5.5.5 Does a site owner need to contact a buyer in order to approve them?

The law does not require a site owner to contact a buyer in order to approve them. The site owner may reasonably ask for references, for example, to establish the buyer's credit worthiness and show that they will be able to comply with any rules of the site.

A buyer may wish to meet the site owner in order to gain a greater feel for the site and to ask any specific questions they may have. Parties must act honestly in all their negotiations and communications.

Completing the sale

5.5.6 Can a site owner claim a commission on a sale?

Yes. The site owner can claim a commission set at a maximum of 10 percent of the sale price. Site owners can charge a lower percentage than the legal maximum if they wish but they cannot charge a higher one. The rate should be set out in the occupier's written statement.

5.5.7 Can a site owner change the terms of the agreement for the buyer such as increasing the pitch fee?

No. The terms of the agreement are assigned unchanged to the buyer and cannot be changed unilaterally by the occupier, the site owner or the buyer. The site owner cannot change the pitch fee or levy any additional charges on assignment. However, the site owner and the buyer may agree to amend the express terms of the agreement between them if that is what they both decide.

5.6 Gift of the Caravan

An occupier can only give their caravan, and pass on their agreement, to a member of their family. The gift must be to a person approved by the site owner,

who cannot withhold their approval unreasonably. If an occupier considers that the site owner is withholding their approval unreasonably the occupier can apply to the court for the issue of an order declaring that the purchaser is approved so the gift can go ahead. The site owner is **not** entitled to receive commission if the occupier **gives** the caravan to a family member. For a definition of “family” see Para 2.7.

5.7 Re-siting of the Caravan

A site owner may move an occupier’s caravan for essential repair or emergency works only if it is necessary for the caravan to be moved in order for the works to be carried out. In addition, the caravan should only be moved for the period necessary to carry out the essential repair or emergency works. Such works are considered to be:

- (a) repairs to the base on which the occupier’s caravan is stationed;
- (b) works or repairs needed to comply with any relevant legal requirements (such as to comply with the site’s licence); or
- (c) works or repairs in connection with restoration following flood, landslide or other natural disaster.

Other than for essential repair or emergency works, the site owner must make an application to the court if they wish to move the caravan. The court must be satisfied that the move is reasonable before permission would be granted.

In all cases, the occupier's new pitch must be broadly comparable to the occupier's original pitch and their site owner would be liable for any costs and expenses that the occupier incurs in connection with the move to and from the pitch such as reconnecting gas, electricity or water.

Additionally, if an occupier's caravan is to be moved for repairs to the base, the site owner must return the caravan to its original pitch on completion of the repairs if that is the occupier's wish or if the court makes an order to that effect.

5.8 *Quiet enjoyment of the Caravan*

The caravan occupier is entitled to the quiet enjoyment of their caravan and pitch. 'Quiet enjoyment' is a technical, legal term which means that occupiers are entitled to enjoy their caravan and the pitch without their site owner or anyone else involved in the site business intruding into their caravan or onto their pitch. 'Quiet enjoyment' does not refer to noise or disturbance as may be inferred from the phrase.

However it does mean that, for example, caravan owners must not be subject to harassment or intimidation, threats of physical eviction, continual obstruction of access to the caravan, interruptions in the supply of utilities or otherwise be prevented from uninterrupted use of the home and the pitch as their permanent residence.

5.9 *Site Owners' right of entry to the pitch*

The site owner may enter the pitch without prior notice between the hours of 9am and 6pm:-

- To deliver written communications, including post and notices, to the occupier; and
- To read any meter for gas, electricity, water, sewerage or other services supplied by the owner.

The site owner may enter the pitch to carry out essential repairs or emergency works on giving the owner as much notice to the occupier as possible. The site owner can also enter the pitch for any other reason if the owner has given the occupier at least 14 days written notice of date, time and reason for the entry.

The implied term does not restrict the site owner as to what he may do, but clearly he must not do anything that would interfere with the occupier's right to quiet enjoyment of the pitch and caravan. It would be desirable if the visit were arranged at a time convenient to both parties.

5.10 The Pitch Fee

5.10.1 Pitch Fees and other payments to the Site Owner

Pitch fees are sometimes called 'rent' or 'ground rent' but this guidance uses the term 'pitch fee' throughout. The pitch fee is the amount required to be paid by the occupier in return for being allowed to keep a caravan on the site and use common areas of the site. The pitch fee does not include

amounts due in respect of rates, gas, electricity, water and sewerage and other services (e.g. the renting out of a garage) unless the agreement between the site owner and occupier specifically states that these amounts are included in the pitch fee.

The obligation to pay the pitch fee (weekly, monthly etc.) is included in the written statement as is the date of review. The agreement must describe the procedures and rules that must be followed when the site owner wishes to review the pitch fee (either to increase or decrease it).

5.10.2 When can a pitch fee be changed?

The process of changing the pitch fee is called the 'pitch fee review'. An occupier's pitch fee can only be reviewed annually at the review date. A site owner cannot make any other changes to the pitch fee during the year for which it has been set.

The agreement and written statement will usually state the pitch fee review date. This is the date from which any new pitch fee will be payable. If no date is specified, the pitch fee review date will be each anniversary of the date the agreement commenced.

If a site owner wants an increase in the pitch fee to take effect on the review date then they must serve the occupier with a notice in writing (known as the pitch fee renewal notice) at least 28 days before the review date, setting out their proposals in respect of the pitch fee. If they serve the notice at any time after this, then any increase in the pitch fee, whether

agreed between the occupier and the site owner or fixed by court order, will only be payable 28 days after the date on which they served the notice.

A *demand* for a new pitch fee is not considered to be a pitch fee review notice. If a site owner wishes to change an occupier's pitch fee they must follow the prescribed procedure and serve a pitch fee review notice. They cannot impose a new pitch fee without the occupier's agreement (or a court's ruling) and the occupier will not be in arrears if they continue to pay their existing pitch fee.

5.10.3 How much should the pitch fee be?

The general rule is that the pitch fee will only be changed by a percentage equivalent to any change (whether an increase or decrease) in Retail Price Index (RPI) since the last review date.

However in reviewing the pitch fee the following matters may have a bearing:

- Any money spent on improvements to the site by the site owner since the last review date which are of benefit to the occupiers of the site and which the site owner has consulted upon and to which the majority of occupiers haven't disagreed in writing;
- Any decrease in amenity of the site since the last review date;
- Any effect of any law that has come into force since the last review

date. The effect of such law must be directly relevant to the actual costs of the management or maintenance of the particular site.

5.10.4 Is an occupier entitled to see documentation that explains the proposed pitch fee?

Yes. An occupier is entitled to request and receive (free of charge) documentation in support, or explanation, of any proposed pitch fee so that they can decide whether the proposed increase or decrease to the pitch fee is reasonable.

5.10.5 What should an occupier do if they agree with the proposed new pitch fee?

An occupier should notify their site owner, or simply pay the new pitch fee, and the new pitch fee will apply from either the review date or 28 days after the date the site owner served the occupier with the pitch fee review notice, whichever is the later.

5.10.6 What should an occupier do if they disagree with the proposed new pitch fee?

If an occupier does not agree with the new pitch fee the site owner cannot impose it upon them. The occupier should continue to pay their existing pitch fee.

It is recommended that the occupier should notify their site owner that they

do not agree with the proposed pitch fee increase, and also explain why, although there is no legal requirement for them to do so. We consider that negotiation is normally the best way to settle pitch fee reviews. However, this may not always be possible.

5.10.7 What happens if a new pitch fee cannot be agreed?

If a new pitch fee cannot be agreed, the site owner cannot impose it. The site owner will need to decide whether they wish to accept that position, continue negotiating or, if they believe the new pitch fee is justified, they will need to seek a ruling in the court. In considering the new pitch fee a court would consider the rules set out above in "*How much should the pitch fee be?*" It is important to note that the occupier is not "on trial" for not agreeing to pay the increase and in particular they are not in arrears for failing to agree as long as they continue to pay their existing pitch fee.

If a site owner does pursue a claim through the court and they lose they may well incur substantial costs. That said an occupier should, of course, act reasonably in relation to a proposed increase. It would be unlikely that there would be any justification for disputing a proposed increase which was limited to the RPI, unless the occupier identified (and the court agreed) that there had been a decrease in the amenity of the site. A court may look unfavourably on a case where a legitimate increase is opposed without good reason. Although a site owner's costs in going to court may not be passed on to the occupier, the occupier may incur their own legal costs in the process.

Until the court reaches a decision the maximum amount payable is the existing pitch fee. In such a case the court's decision normally takes effect from the review date. However, where the site owner serves notice later, then the new pitch fee ordered by the court becomes payable as from the 28th day after the day on which the owner serves the notice of proposed pitch fee.

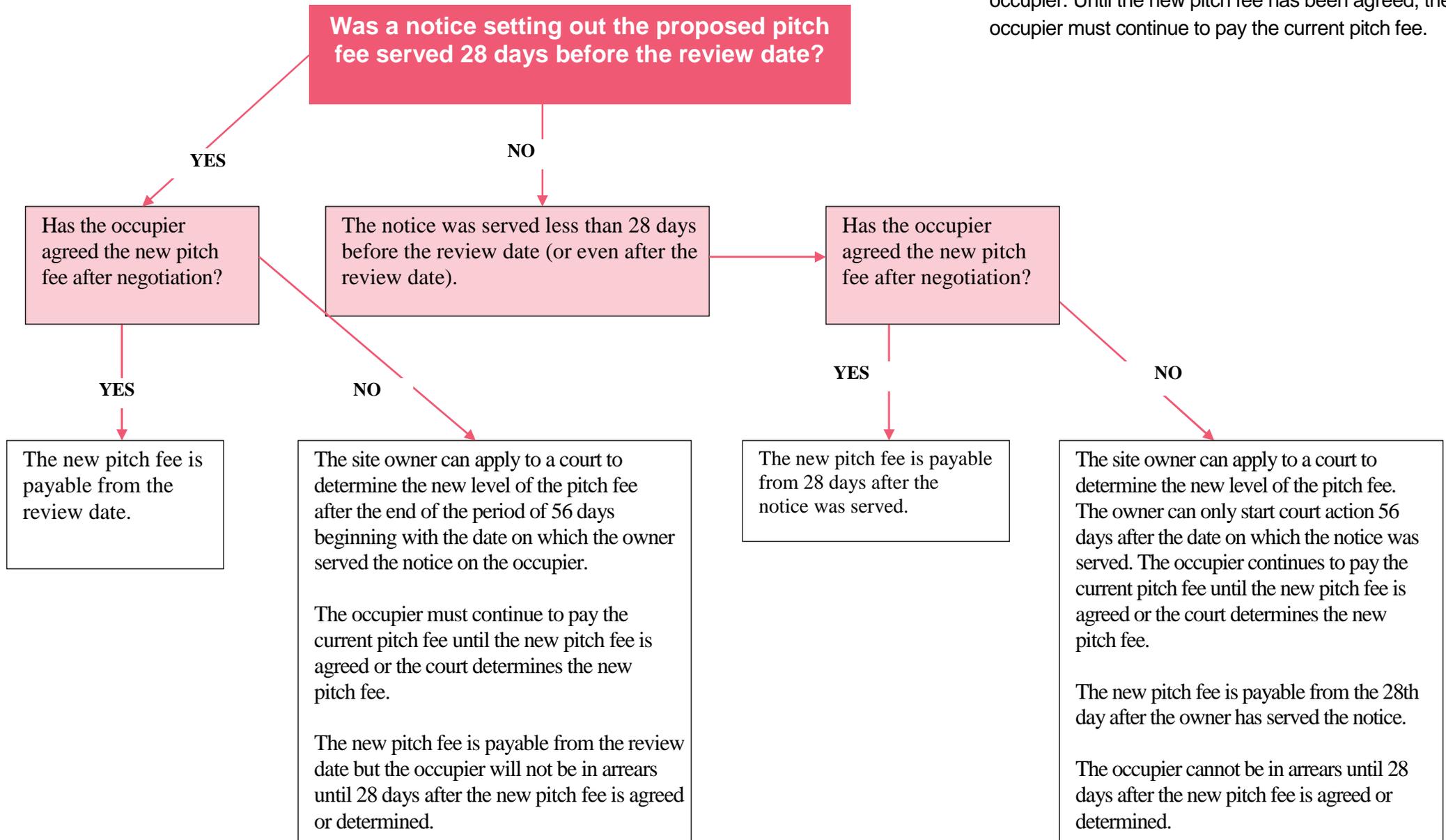
An occupier should be aware that a court will backdate an increase (if it allows one) to these dates and the occupier would need to pay any back-payments due within 28 days from the date of the court order in order not to be in arrears.

5.10.8 Pitch Fee Review Flowchart

For ease of reference a pitch fee flowchart is shown on the next page which gives a step by step guide detailing the process to follow for the review of the pitch fee and the timescales involved in that process.

Pitch Fee Review Flowchart

The pitch fee review should be negotiated by both parties to the agreement; the site owner and the occupier. Until the new pitch fee has been agreed, the occupier must continue to pay the current pitch fee.



5.10.9 Payments for Utilities

The maximum price at which mains gas and electricity may be resold (by the site owner) is the same price they paid for it, including any standing charges. Anybody, including site owners, reselling water or sewerage services must charge no more than the amount they are charged by NI Water, plus a reasonable administration charge.

5.11 Occupiers' Obligations

This implied term sets out the occupier's obligations. They are that the occupier must:

- pay their pitch fee and any other charges payable under their agreement such as gas, electricity, water, sewerage etc;
- keep their home in a sound state of repair;
- keep the outside of their caravan and their pitch in a clean and tidy condition. This includes all fences and outbuildings belonging to or enjoyed with the pitch and the caravan; and
- if the occupier seeks re-imbusement for any costs or expenses, he must, if requested by the site owner, provide documentary evidence of the costs and expenses claimed.

5.12 Owners' Obligations

This implied term sets out the site owner's obligations. They must:

- At the occupier's request, provide accurate written details about the occupier's pitch such as the location of the pitch on the site and the size of the pitch and base on which the park home stands. These details must include measurements from fixed points. Site owners can charge the occupier up to £30 for the provision of such a document.
- At the occupier's request, and at no cost to the occupier, provide documentary evidence to support and explain any charges such as pitch fee increases or utility costs, or any other costs or expenses payable by the occupier to the owner under the terms of the agreement.
- Be responsible for repairing the base on which the caravan is situated if necessary.
- Maintain any services such as gas, electric, water or sewerage etc which they supply to the caravan.
- Maintain in a clean and tidy condition the parts of the site which are not the responsibility of an occupier.
- Consult individual occupiers on any improvements to the site – in particular if they intend to take them into account at the next pitch fee review.

- Consult any Qualifying Resident's Association about the operation and management or improvements to the site that may affect the residents either directly or indirectly. (See What Rights Does A Qualifying Association Have? Para 5.14.7)
- When consulting, for example about proposed improvements to the site, a site owner must give at least 28 days notice in writing to the occupier, outlining the proposed improvements and benefits, how the site (and if appropriate the pitch fee) will be affected and how occupiers can make their views known. A site owner must take the occupier's representations into account before undertaking any improvements.

5.13 *Owner's Name and Address*

The site owner must provide occupiers and any Qualifying Residents' Association with an address in Northern Ireland where legal or other notices can be served, or correspondence sent. If they do not do this the occupier is entitled to withhold payment of the pitch fee until they do so.

5.14 *Qualifying Residents' Associations*

A residents' association that meets relevant criteria may be considered a Qualifying Residents' Association and must be recognised by the site owner and consulted about proposed changes to the operation and management of, and any improvements to, the site.

The requirement for the site owner to consult any Qualifying Residents'

Association on some issues is in addition to the site owners' obligation to consult individual occupiers about improvements to the site and especially any expenditure on improvements that the site owner wishes to take into account at the next pitch review.

5.14.1 What criteria need to be met in order for a Residents' Association to become a Qualifying Residents' Association?

The criteria for becoming a Qualifying Residents' Association are laid down in law and stipulate that:

- the association must represent the occupiers of caravans on the particular site;
- at least 50% of the occupiers of the caravans on that site must be members of the association. In calculating the percentage of occupiers each home is considered as having one occupant. If there is more than one occupant of the home then the person whose name appears first on the written agreement is the one who would be eligible for membership of the Qualifying Residents' Association;
- it must be independent from the site owner, who together with any agent or employee of theirs is excluded from membership;
- apart from the site owner or any of their agents or employees, membership is open to all occupiers who own a caravan on that site;

- it must keep an up-to-date list of members which is open to public inspection together with the rules and constitution of the association;
- it must have a chairman, secretary and treasurer who are elected by and from among the members;
- with the exception of administrative decisions taken by the chairman, secretary and treasurer acting in their official capacities, decisions are taken by voting. In any ballot, only one vote can be allowed for each caravan; and
- the site owner must acknowledge in writing to the secretary that the association is a Qualifying Residents' Association. Or, where the association has not been recognised by the site owner a court may make an order that the association is indeed a Qualifying Residents' Association.

5.14.2 How does the Qualifying Residents Association seek the site owner's acknowledgment?

The association should write to the site owner setting out how it meets the above criteria and ask for the site owner's acknowledgement, in writing to their secretary, that it is a Qualifying Residents Association.

5.14.3 What happens if the site owner does not respond or fails to acknowledge the association?

The association may apply to the court for a ruling, an order, that it constitutes a Qualifying Residents Association. The association should be prepared to provide sufficient evidence to show that it meets the necessary criteria.

5.14.4 What happens if a Qualifying Residents' Association that has been acknowledged by the site owner no longer meets the criteria?

If a Qualifying Residents' Association no longer meets the criteria listed above, then it cannot be considered to be a Qualifying Residents' Association. As such, the consultation rights set out below that are associated with being a Qualifying Residents' Association will not apply. A site owner may still, if he wishes to do so, discuss site operations and management with the association, but he will be under no legal obligation to do so.

5.14.5 What happens where there is a change of site ownership?

When there is a change of site ownership a Qualifying Residents' Association does not need to seek the new site owner's acknowledgement as there is no change in its status.

5.14.6 What happens if a site owner demands, for example, minutes of meetings, a photocopy of the membership list?

The site owner may reasonably require sight of the constitution, and the association's rules and the membership list in order that they can satisfy

themselves that they comply with the statutory criteria. They are not entitled, for example, to minutes of meetings or to interfere in any way with the running of the association.

5.14.7 What rights does a Qualifying Residents' Association have?

A site owner must consult the Qualifying Residents' Association about all matters which relate to the operation and management of, or improvements to, the site which may affect the caravan owners directly or indirectly.

The rules for consultation with the Qualifying Residents' Association require the site owner to:

- give the Qualifying Residents' Association at least 28 clear days' notice in writing of the matters under consultation;
- describe the proposed changes and how they may affect caravan owners either directly or indirectly in the long and short term;
- explain when and where the Qualifying Residents' Association can make representations, and
- take into account any representations made by the Qualifying Residents' Association before going ahead with the proposed changes.

5.14.8 Are Residents' associations that do not meet the criteria for a

Qualifying Residents' Association allowed to continue/to be set up?

Yes, an existing residents' association can continue or a new one can be set up where the above criteria are not met. Residents' associations on sites are frequently informal and many fulfil a number of roles – for example as a social club. However, the consultation rights set out above that are associated with being a Qualifying Residents' Association will not apply. Although a site owner can, if they wish, discuss site operations and management with any residents' association, he is under no legal obligation to do so.

Conclusion

To ensure that both the site owner and the occupier are aware of and accept their responsibilities and in order to keep disputes to a minimum, it is important for both parties to get together to discuss and agree the terms of the agreement before the completion and signing of the written statement.

For further guidance on the Caravans Act (Northern Ireland) 2011 including frequently asked questions please visit: <http://www.nidirect.gov.uk/publications/short-guide-caravans-act-ni-2011>

SAMPLE

ANNEX 1

The Written Statement Required To Be Given To An Occupier Of A Caravan When It Is His Or Her Main Home.

Important - please read this statement (made up of 4 Parts) carefully and keep it in a safe place. It sets out the terms on which you are entitled to keep your caravan on a protected site and tells you about the rights given to you by law. If there is anything you do not understand you should get advice (for example, from a solicitor or a Citizens Advice Bureau).

Part I

1. This document is a written agreement to which the Caravans Act (NI) 2011 applies.

Parties to the agreement

2. The parties to the agreement are:

(Name and address of occupier)

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

(Name and address of site owner)

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

Start date

3. The agreement will commence on (insert date)

.....

Particulars of the pitch

4. The particulars of the land on which you are entitled to station your caravan are:

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

Plan

5. You are entitled to a plan showing:

- a the size and location of the pitch.
- b the size of the base on which the caravan is to be stationed; and
- c measurements between identifiable fixed points on the site and the pitch and base.

(The site owner may charge up to £30 for the provision of such a document)

Site owner's interest

6. The site owner's property, estate or interest in the land will end on

..... ;
or

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

.....

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.

Pitch Fee

7. The pitch fee will be payable from

The pitch fee will be paid weekly/monthly/quarterly/annually

The pitch fee is £.....

The following services are included in the pitch fee-

Water
Sewerage

.....
.....

Review of pitch fee

The pitch fee will be reviewed on

This date is the review date.

Additional charges

An additional charge will be made for the following services

.....

The Implied Terms

We have discussed the Implied Terms as laid down by law and referred to in Part III of this statement and have noted the following –

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

The Express Terms

We have discussed the Express Terms referred to in Part IV of this statement and have noted the following –

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

SIGNED

Site Owner

Occupier

Dated

PART II

Explanatory Notes which form part of the Written Statement

1. Because you have an agreement with a site owner which entitles you to keep your caravan on his site and live in it as your home, the Caravans Act (NI) 2011 gives you certain rights, affecting in particular your security of tenure and the sale of your caravan.
2. These rights, which are contained in the implied terms set out in Part III of this statement, apply automatically and cannot be overridden, so long as your agreement continues to be one to which this Act applies.
3. A full explanation of your rights can be found in the booklet – **“A Short Guide on the Caravans Act (Northern Ireland) 2011”** produced by the Department for Communities. The booklet is available on nidirect - A Short Guide on the Caravans Act 2011
4. If you are not sure what any of the terms of your agreement mean or how they will work in future, you should get advice at once from a solicitor or Citizens Advice Bureau.
5. If you are not happy with any of the express terms of your agreement (as set out in Part IV of this statement) you should discuss them with the site owner, who may agree to change them. But if you are still not satisfied you can challenge the agreement in two ways, as explained in paragraphs 6 to 9 below, provided you do so within six months of the time you are given this statement.

Challenging an Agreement

6. A challenge can be made in the court.

If you (the occupier) and site owner cannot agree the express terms you can:

- (a) ask for any of the express terms of the agreement (those set out in Part IV 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 II of Schedule I to the Act (see paragraph 9 below).

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

7. 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.
8. The court or the arbitrator must make an order on terms they consider just and equitable in the circumstances. If you wish to challenge your agreement, you should get advice from a solicitor or Citizens Advice Bureau.
9. The terms implied by Section 3 of the Caravans Act are set out in Part 1 of the Schedule to the Act and are as follows:
 - (a) Duration of agreement;
 - (b) Termination by occupier;
 - (c) Termination by site owner;
 - (d) Recovery of overpayments by occupier;

- (e) Sale of the caravan;
- (f) Gift of the caravan;
- (g) Re-siting of the caravan;
- (h) Quite enjoyment of the caravan;
- (i) Owners right of entry to the pitch;
- (j) The pitch fee;
- (k) Occupiers obligations;
- (l) Site owners obligations;
- (m) Site Owners name and address; and
- (n) Qualifying occupiers association

10. If no application to court or an arbitrator is made within the six months time limit, both you and the site owner will be bound by the terms of the written agreement and will not be able to change them unless both parties agree.

PART III

The Implied Terms of the Agreement

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 caravan 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 caravans 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 28 days before the date on which it is to take effect.

Termination by site owner

4. The site owner shall be entitled to terminate the agreement with immediate effect if, on the application of the site 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 site owner shall be entitled to terminate the agreement with immediate effect if, on the application of the owner, the court is satisfied that the occupier is not occupying the caravan as his only or main residence.
6. (1) The site owner shall be entitled to terminate the agreement with immediate effect if, on the application of the site owner, the court is satisfied that, having regard to its age and condition, the caravan:
 - (a) is having a detrimental effect on the amenity of the site; and
 - (b) considers it proportionate in all circumstances for the agreement to be terminated.

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 caravan

8. (1) The occupier shall be entitled to sell the caravan and to assign the agreement to a person approved of by the owner, whose approval shall not be unreasonably withheld.
- (2) The occupier may serve on the owner a request for the owner to approve a person for the purposes of sub-paragraph (1).
- (3) Where the owner receives such a request, the owner must, within the period of 28 days beginning with the date on which the request is received —
 - (a) approve the person, unless it is reasonable for the site owner not to do so, and
 - (b) serve on the occupier notice of the decision whether or not to approve the person.
- (4) The site owner may not give approval subject to conditions.
- (5) If the approval is withheld, the notice under sub-paragraph (3) must specify the reasons for withholding it.
- (6) If the site owner fails to notify the occupier as required by sub-paragraph (3) (and if applicable sub-paragraph (5)), the occupier may apply to the court for an order declaring that the person is approved for the purposes of sub-paragraph (1); and the court may make such an order if it thinks fit.
- (7) It is for the site owner—
 - (a) if the site owner served a notice as mentioned in sub-paragraph (3) (and if applicable sub-paragraph (5)) and the question arises whether the notice was served within the required period of 28 days, to show that it was;
 - (b) if the site owner did not give approval and the question arises whether it was reasonable for the site owner not to do so, to show that it was reasonable.
- (8) A request or notice under this paragraph—

- (a) must be in writing, and
 - (b) may be served by post.
- (9) Where the occupier sells the caravan, and assigns the agreement, as mentioned in sub-paragraph (1) above, the site owner shall be entitled to receive a commission not more than 10%.
- (10) Except to the extent mentioned in sub-paragraph (9), the owner may not require any payment to be made (whether to the site owner or otherwise) in connection with the sale of the caravan, and the assignment of the agreement, as mentioned in sub-paragraph (1).
- (11) In relation to a caravan on a travellers' site (within the meaning given by section 5(3) (c) of the Caravans Act), this paragraph applies with the omission of:
- (a) Sub-paragraph (9); and
 - (b) in sub-paragraph (10), the words "Except to the extent mentioned in sub-paragraph (9),"

Gift of caravan

9. (1) The occupier shall be entitled to give the caravan, 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 (2) to (8) of paragraph 8 shall apply in relation to the approval of person for the purposes of sub-paragraph (1) 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 the owner or otherwise) in connection with the gift of the caravan, and the assignment of the agreement, as mentioned in sub-paragraph (1).

Re-siting of caravan

10. If the owner is required to move an occupier's caravan for essential repair or emergency work, in all cases the site owner must ensure:
- (a) that other land shall be broadly comparable to the land on which the occupier was originally entitled to station the caravan; and
 - (b) all costs and expenses incurred in consequence of the requirement shall be paid by the owner.

Quiet enjoyment of the caravan

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

Site owners right of entry to the pitch

12. The site owner may enter the site without prior notice between the hours of 9am – 6pm
- (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 site owner etc.

The site 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

- (c) Unless the occupier has agreed otherwise, the site owner may enter the pitch for a reason other than the ones specified in paragraph a or b only if the site owner has given the occupier at least 14 days written notice of the date, time and reason for entry to the site.

The Pitch fee

- 13.** The pitch fee can only be changed in accordance with of paragraph (a) either-
 - (a) With the agreement of the occupier or
 - (b) If the court on application of the site owner or occupier considers it reasonable for the pitch fee to be changed and makes an order determining the amount of the new pitch fee.

Review of the pitch fee

- 14. (1)** The Pitch fee shall be reviewed annually as at the review date.
- (2)** At least 28 days before the review date the site owner shall serve on the occupier a written notice setting out the site owner's 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 13(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 13(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 the owner's 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 (6) (b).
- (8)** If the occupier has not agreed to the proposed pitch fee—
- (a) the site owner may apply to the court for an order under paragraph 13(b) determining the amount of the new pitch fee;
 - (b) the occupier shall continue to pay the current pitch fee to the site 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) 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 the 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.
- 15. (1)** When determining the amount of the new pitch fee particular regard shall be had to:-
- (a) any sums expended by the site owner since the last review date on improvements:-
 - (i) which are for the benefit of the occupiers of caravans on the protected site;
 - (ii) which were the subject of consultation in accordance with paragraph 19 (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 site 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 statutory provision which has come into operation 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 caravan is to be taken to have only one occupier and, in the event of there being more than one occupier of a caravan, 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.

16. 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.

17. (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 15(1).

(2) Paragraph 15(3) applies for the purposes of this paragraph as it applies for the purposes of paragraph 15.

18. Occupiers obligations

The occupier shall:

- Pay the pitch fee to the site owner;
- Pay to the site owner all sums due under the agreement in respect of gas, electricity, water sewerage or other services supplied by the owner;
- Keep the caravan in a sound state of repair;
- Maintain the outside of the caravan, and the pitch, including all fences and outbuildings belonging to, or enjoyed with it and the caravan.
- If requested by the owner, provide the owner with documentary evidence of any costs or expenses in respect of which the occupier seeks reimbursement.

19. Site Owners Obligations

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
- the size of the pitch and the base on which the caravan is stationed; and
 - the location of the pitch and the base within the protected site, including details of 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—
- any new pitch fee;
 - any charges for gas, electricity, water, sewerage or other services payable by the occupier to the site owner under the agreement; and
 - any other charges, costs or expenses payable by the occupier to the site owner under the agreement;
- (c)** be responsible for repairing the base on which the caravan is stationed and for maintaining any gas, electricity, water, sewerage or other services supplied by the site owner to the pitch or to the caravan;
- (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 caravan stationed on the protected site;

- (e) consult the occupier about improvements to the protected site in general, and in particular about those which the site owner wishes to be taken into account when determining the amount of any new pitch fee; and
- (f) consult a qualifying occupiers' 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.

The site owner shall not do or cause to be done anything which may adversely affect the ability of the occupier to perform the obligations under paragraph 14 (c) and (d).

For the purposes of paragraph 14(e), to “consult” the occupier means:-

- (a) to give the occupier at least 28 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.

For the purposes of paragraph 14 (f), to “consult” a qualifying occupiers' association means:-

- (a) to give the association at least 28 days' notice in writing of the matters referred to in paragraph 14(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.

20. Site owners name and address

- (1) The site owner shall inform the occupier and any occupiers' association of the address in Northern Ireland at which notices (including notices of proceedings) may be served on the site owner by the occupier or a qualifying occupiers' 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 site owner in respect of the pitch fee shall be treated for all purposes as not being due from the occupier to the site owner at any time before the site owner does so comply.
- (3) Where in accordance with the agreement the site owner gives any written notice to the occupier or (as the case may be) a qualifying occupiers' association, the notice must contain the following information—
 - (a) the name and address of the owner; and
 - (b) if that address is not in Northern Ireland, an address in Northern Ireland 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 occupiers' 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), 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, 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 (15A) applies.
- 15 A (1) Where the site 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—N.I.
- (a) the name and address of the site owner; and
 - (b) if that address is not in Northern Ireland, an address in Northern Ireland 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 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 site owner at any time before the site 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, 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.

21. Qualifying occupiers' association

- (1) An occupiers' association is a qualifying occupiers' association in relation to a protected site if:-
- (a) it is an association representing the occupiers of caravans on that site;
 - (b) at least 50% of the occupiers of the caravans on that site are members of the association;
 - (c) it is independent from the site 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 caravan on that site;
 - (e) it maintains a list of members which is open to public inspection together with the rules and constitution of the occupiers' 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 caravan; and
 - (h) the site owner has acknowledged in writing to the secretary that the association is a qualifying occupiers' 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), each caravan shall be taken to have only one occupier and, in the event of there being more than one occupier of a caravan, its occupier is to be taken to be the occupier whose name first appears on the agreement.

PART IV

The Express Terms of the Agreement

This part of the statement sets out the terms of the agreement settled between you and the site owner in addition to the “Implied Terms”.

Examples of “Express Terms” may include:

- Car parking arrangements
- Procedures for resolution of disputes(e.g. *agreeing the name of an arbitrator*)
- Keeping of pets
- Insurance requirements
- Maintenance and repair to caravan
- Services, amenities, utilities and facilities provided by the site owner
- Behavioral standards to be applied

The above list is not exhaustive. Site owners should seek advice from their solicitor.