



2011 CHAPTER 12

PART 2

AGREEMENTS FOR OTHER OCCUPIERS OF CARAVAN SITES

Application of this Part

7.—(1) This Part applies to any agreement (whether made before or after commencement)—

- (a) under which a person is entitled to station a caravan on land forming part of a caravan site and occupy the caravan for a period exceeding 28 days; and
- (b) which is not a residential agreement within the meaning of Part 1.

(2) In this Part—

“seasonal agreement” means an agreement to which this Part applies;

“occupier” means the person entitled as mentioned in subsection (1)(a) under a seasonal agreement.

Particulars of agreements

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

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

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

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

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

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

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

(5) If any express term—

- (a) is contained in a seasonal agreement, but
- (b) was not set out in a written statement given by the owner of the caravan site in accordance with this section,

the term is unenforceable by the owner.

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

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

Implied terms as to consultation with occupiers' association

9.—(1) In any seasonal agreement there shall be implied the terms set out in subsections (3) and (4) (read with subsections (5) and (6)); and this subsection shall have effect notwithstanding any express term of the agreement.

(2) If the owner fails to comply with those terms, the occupier may apply to the court for an order requiring the owner to comply with those terms.

(3) The owner shall consult a qualifying occupiers' association, if there is one, about all matters which relate to the operation and management of, or improvements to, the caravan site which may affect the occupiers either directly or indirectly.

Status: This is the original version (as it was originally enacted).

(4) For the purposes of consultation the owner shall give the association at least 28 days' notice in writing of the matters referred to in subsection (3) which—

- (a) describes the matters and how they may affect the occupiers either directly or indirectly in the long and short term; and
- (b) states when and where the association can make representations about the matters.

(5) For the purposes of subsection (3) an association is a qualifying occupiers' association in relation to a caravan 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 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 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;
- (h) the 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.

(6) When calculating the percentage of occupiers for the purpose of subsection (5)(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.

Jurisdiction

10.—(1) The county court for the county court division in which the caravan site is situated shall have jurisdiction—

- (a) to determine any question arising under this Part or any seasonal agreement, and
- (b) to entertain any proceedings brought under this Part or any such agreement;

and references in this Part to “the court” shall be construed accordingly.

(2) But where the parties have agreed in writing to submit any question arising under this Part or, as the case may be, any seasonal agreement to arbitration, references in this Part to the court shall be read as references to the arbitrator.