



2011 CHAPTER 12

PART 1

AGREEMENTS FOR RESIDENTIAL OCCUPIERS ON PROTECTED SITES

Particulars of agreements

2.—(1) In the case of a residential agreement to be made after commencement, the owner of the protected site (“the owner”) 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;
- (d) sets out the terms implied by section 3(1); and
- (e) complies with such other requirements as may be prescribed by regulations made by the Department for Social Development.

(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 residential 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 residential agreement made before commencement, the owner of the protected site must, not later than 28 days after commencement, give to the occupier 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;
- (d) sets out the terms implied by section 3(1); and
- (e) complies with such other requirements as may be prescribed by regulations made by the Department for Social Development.

(5) Subject to any order made by the court under section 3(3), if any express term—

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

the term is unenforceable by the owner or any person within section 5(1).

(6) If the owner has failed to give the occupier a written statement in accordance with this section, the occupier may, at any time after the making of the agreement, apply to the court for an order requiring the owner—

- (a) to give the occupier a written statement which complies with paragraphs (a) to (e) of subsection (4), and
- (b) to do so not later than such date as is specified in the order.

(7) 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.

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

(9) Regulations under this section are subject to negative resolution.