



TOWER HILL PARK, OLD COSTESSEY, NORWICH, NR8 5AE

**PLOTHOLDER AGREEMENT NOV 2021
INCORPORATING THE WRITTEN STATEMENT REQUIRED BY THE MOBILE HOMES ACT 1983**

IMPORTANT

PLEASE READ THIS STATEMENT CAREFULLY AND KEEP IT IN A SAFE PLACE.

It sets out the terms on which you are entitled to keep your mobile home on the 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 Citizen's Advice Bureau).

PART I

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

.....
(**"the occupier"**) and **Tower Hill Park Ltd**, registered address c/o Watsons Management, 18 Meridian Way, Norwich, NR7 0TA (**"the owner"**)

3. The agreement commenced on.....
4. The particulars of the land on which you are entitled to station your mobile home is the plot of land at Tower Hill Park (which mobile home site is hereinafter called **"the site"** or **"the protected site"**) Old Costessey in the county of Norfolk known as Standing No:..... together with the shed and any water closet situate thereon (**"the Plot"**)

PART II

INFORMATION

1. Because you have an agreement with a site owner which entitles you to keep your park home on this site and live in it as your home, the Mobile Homes Act 1983 gives you certain rights, affecting in particular your security of tenure and the sale of your mobile home.

These rights, which are contained in factsheet (numbered **5** in your **Plotholder Assignment Pack Contents List**) **"Consolidated implied terms in park home agreements"** apply automatically and cannot be overridden, so long as your agreement continues to be one to which this Act applies. Further details of your rights applicable to purchase, sale and gifting of your park home are contained in factsheets (numbered **3 & 4** in your **Plotholder Assignment Pack Contents List**) **Buying**

a **park home factsheet** and **Selling or gifting a park home factsheet** apply automatically and cannot be overridden, so long as your agreement continues to be one to which this Act applies. The abridged version as previously stated remains as **Part III** below. Rights and procedures in termination disputes are set out herein in **Part II** below.

Express Terms refer to Site specific terms and conditions are laid out in **Part IV** of this document. These are subject to the aforementioned Acts and the consolidated terms in the Factsheets, and, in the site-specific case of **Tower Hill Park Ltd**, the company limited by guarantee with directors and members drawn from occupiers of the site, to the **Articles of Association** and the company's ratified policy and operational decisions. The operational management is delegated to **Watsons Property**.

2. A full explanation of your rights can be found in the booklet "Mobile Homes" produced jointly by the Department of the Environment, the Welsh Office and the Scottish Development Department. From 1st August 1983 the booklet is available from council offices and housing aid centres and you are advised to read it. Updated information and the full guidance issued by the UK government is available online at [Park homes - GOV.UK \(www.gov.uk\)](http://www.gov.uk) This information and the site-specific terms and conditions as set out for members of Tower Hill Park Ltd are contained in the **Plotholder Assignment Pack**. Site specific terms and conditions are laid out in **Part IV** of this document.
3. 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.
4. 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 6 months of the time from when you are given this statement.
5. A challenge can be made either in the county court or before an arbitrator. 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 1 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.

6. The appointment of an arbitrator may be provided for in one of the express terms of the agreement. If not, you and the site owner can still agree in writing to appoint an arbitrator to settle a dispute between you. THP Ltd would ask the management agency, Watsons, to appoint an arbitrator in such proceedings.
7. 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.
8. The matters set out in Part II of Schedule 1 to the Act are as follows:
 - a) the right of the occupier to quiet enjoyment of the mobile home;
 - b) the sums payable by the occupier in pursuance of the agreement and the times at which they are to be paid;
 - c) the review at yearly intervals of the sums so payable;

- d) the provision or improvement of services available on the protected site, and the use by the occupier of such services;
 - e) the preservation of the amenity of the protected site;
 - f) the maintenance and repair of the protected site by the owner, and the maintenance and repair of the mobile home by the occupier;
 - g) access by the owner to the land on which the occupier is entitled to station the park home.
9. 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 agreement and will not be able to change them unless both parties agree.

PART III

IMPLIED TERMS

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

Duration of Agreement:

1. Subject to paragraph 2 below, the right to station the mobile home on land forming part of the protected site shall subsist until the agreement is determined under paragraph 3, 4, 5 or 6 below.
2. (1) If the owner's estate or interest is insufficient to enable him 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 park homes has been granted in terms such that it will expire at the end of a specified period, the period for which the right subsists shall not extend beyond the date when the planning permission expires.

(3) If before the end of a period determined by this paragraph there is a change in circumstances which allows a longer period, account shall be taken of that change.

Termination by occupier:

3. The occupier shall be entitled to terminate the agreement by notice in writing given to the owner not less than four weeks before the date on which it is to take effect.

Termination by owner:

4. The owner shall be entitled to terminate the agreement forthwith, if, on the application of the owner, the court
 - (a) is satisfied that the occupier has breached a term of the agreement and, after service of a notice to remedy the breach, has not complied with the notice within a reasonable time; and
 - (b) considers it reasonable for the agreement to be terminated.
5. The owner shall be entitled to terminate the agreement forthwith if, on the application of the owner, the court is satisfied that the occupier is not occupying the mobile home as his only or main residence.

6. (1) The owner shall be entitled to terminate the agreement at the end of a relevant period if, on the application of the owner, the court is satisfied that, having regard to its age and condition, the park home
- (a) is having a detrimental effect on the amenity of the site; or
 - (b) is likely to have such an effect before the end of the next relevant period.

(2) in sub-paragraph (1) above, the “relevant period” means the period of five years beginning with the commencement of the agreement and each succeeding period of five years.

(6) in sub-paragraph (a) above, the term “detrimental” is defined by THP Ltd as encompassing effects that would be legally dangerous or threaten a health hazard or other nuisance or obstruction of the site or other residents; and the term “amenity” should be taken to refer to the collective “quiet enjoyment” of other residents, as well as damaging to the site as established by the implied and express terms herein.

Recovery of overpayments by occupier:

7. Where the agreement is terminated as mentioned in paragraph 3, 4, 5 or 6 above, the occupier shall be entitled to recover from the owner so much of any payment made by him in pursuance of the agreement as is attributable to a period beginning after the termination.

Sale of mobile home:

8. (1) The occupier shall be entitled to sell the mobile home and to assign the agreement to a person approved of by the owner, whose approval shall not be unreasonably withheld.
- (2) Where the occupier sells the mobile home, and assigns the agreement, as mentioned in sub-paragraph (1) above, the owner shall be entitled to receive a commission on the sale at a rate not exceeding such rate as may be specified by an order made by the Secretary of State.

The maximum rate is presently fixed at 10% sale price by the Mobile Homes (Commissions) Order 1983 (S.I. 1983/748), refer to factsheet 4 **“Selling or Gifting a Park Home 2.28 and 3.17”**, which states that **“the seller is entitled to 90 % of the sale price when the sale is completed. The buyer must hold the remaining 10% as commission which has to be paid to the site owner later. ”**

Gift of mobile home:

9. The occupier shall be entitled to give the mobile home, and to assign the agreement, to a member of his family approved by the owner, whose approval shall not be unreasonably withheld.

Re-siting of mobile home:

10. If the owner is entitled to require that the occupier’s right to station the mobile home shall be exercisable for any period in relation to other land forming part of the protected site
- (a) that other land shall be broadly comparable to the land on which the occupier was originally entitled to station the mobile home; and
 - (b) all costs and expenses incurred in consequence of the requirement shall be paid by the owner.

**PART IV
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.

1. The occupier shall in consideration of their rights and entitlements under the agreement make a monthly payment to the owner of £..... payable to THP Ltd.'s management agency, subject to review as hereinafter provided, and shall pay all other outgoings in respect of the plot, other than property or land tax in respect of the site.
2. The occupier shall:
 - (a) not use the plot other than for the stationing of a park home approved by the owner's Board of Directors, solely for the purpose of human habitation;
 - (b) keep the plot waste free by removing all refuse therefrom, and not deposit any refuse on any other part of the site nor the land adjacent thereto; "waste" includes all combustible, chemical, garden, domestic or pet waste or other environmental or health and safety or access/exit blocking refuse, and the directive applies beyond the plot to the common areas, roads, green, building and carpark, wherein "waste" is additionally to include non-roadworthy vehicles or other scrap or otherwise abandoned items.
 - (c) not park nor allow to be parked any motor vehicle on the plot or site except that part of the site set aside by the owner for vehicle parking; and not park adjacent to the plot on the road in such a place as would block through traffic, except for (un)loading or other short period activities, or with express permission of THP Ltd or the Management Agency for a specific agreement purpose and duration. Any resident or visiting driver of a motor vehicle so parked when access to drive round the park is required by another vehicle should be advised that they need to move their vehicle to prioritize other access. The carpark is accessible for all to ensure emergency access at all times.
 - (d) not erect any structure nor lay any permanent surface on the plot without the written permission of the Board of Directors, obtainable through the Management Agency, aforesaid;
 - (e) shall be permitted to keep family pets, within legal requirements to maintain animal welfare and neighbourhood nuisance effect, subject to Part III 6 (a) and no complaints;
 - (f) not do or permit or suffer to be done in or near the plot or elsewhere on the site any act or thing which may be or become a nuisance or cause damage, annoyance or disturbance to the owner or to its occupiers or to the owners or occupiers of any neighbouring premises or which has a detrimental effect on the amenity of the site, as defined in Part III 6 (a) and in UK law;
 - (g) Maintain in a good state of repair, as laid out in health and safety legislation and fire regulation or other site licensing conditions, the park home, the owner's building, any other structures and plot-separation and front-of-home fencing on the plot, and all service pipes and wires within the plot, and be liable for any damage done to the owner's property on the plot or on the site by them or their family or visitors, whether accidentally or otherwise. The site boundary fences are within the purview of THP Ltd and will be maintained through site income. Trees are also the site owners' responsibility, although occupiers may wish to manage their own too, but ploholders are expected to notify THP Ltd, through their Management Agency, of any trees becoming unmanageable, dangerous, encroaching, undermining or light blocking within or affecting their plot.
 - (h) shall be expected to register the names of adults and children upon assignment of the property with THP Ltd and their Management Agency, for evacuation checks in emergency situations affecting the park, and must not permit the mobile home to be occupied by any person disbarred from occupation by THP Ltd except with the written consent of the Board of Directors aforesaid. In no circumstances must the owner permit occupancy in

numbers that would exceed the legal capacity for a high-risk space as calculated by HM Government Guidance into Practice documentation.

- (i) permit the owner's Managing Agents' officers, agents and work persons to enter upon the plot at all reasonable hours of the day for the purpose of inspection;
 - (j) not permit the use or storage of any hazardous chemical, combustible materials or any other kind of dangerous substances, either on the plot or within the park home. Any dangerous material or waste proscribed from local council refuse collections must be disposed of by the owner as soon as possible. Normal sewage waste should be disposed of into the plumbed-in main drainage system of the site owner's provision, noting that any damage to or blockages of this system by occupiers or their visitors, or resulting from any material within the scope of (j), may be chargeable against the Plotholder.
 - (k) be entitled to quiet enjoyment of the plot subject to all other provisions of this agreement.
- 3. The monthly payment hereby reserved may be increased by the owner giving to the occupier at least four weeks written notice of the new service charge fee, such new service charge fee to commence on the Tuesday next following twenty-eight days after the receipt of the notice
- 4. In the event of the termination of the agreement the occupier shall forthwith remove the mobile home and all their possessions from the site and if such removal is not effected within fourteen days after the date of such termination the owner shall be entitled to remove all such articles without being liable in any way to the occupier or to any other person for any loss destruction deterioration or damage arising from any cause whatsoever including negligence and the owner shall furthermore be entitled to dispose of the said articles and to retain from the proceeds of such disposal all costs arising from such dealings including removal storage and disposal. THP Ltd reserves the right to pursue the terminated occupier for civil redress against any disposal costs in excess of any disposed remuneration of their goods/waste. Possessions left after termination are deemed to include any vehicles or other items left in the carpark, and charge for disposal of non-roadworthy items would also be a liability of the terminated owner.
- 5. Breaches or perceived breaches of the agreement above should be reported in the first instance to the directors of THP Ltd, who may take advice from the Management Agency's legal department if deemed necessary to inform any process resulting from a complaint. [Maintenance issue reports are directed first to the designated Management Agency, initially Watsons Property.] In order to make a formal complaint, residents should follow THP Ltd.'s Complaints Process. The scope of a complaint under this clause is that of breaches of the above terms, however other issues not specified herein, including complaints relating to the Board of Directors, other Members or neighbour conduct, should be raised using the same process. It is expected that residents will all respect the rights of one another to Part II 9 (a) above, the right of the occupier to quiet enjoyment of their home, and, please note, that directors will be obligated to refer vexatious or malicious complaints to the Agency's legal department. Any emergency issues should be raised directly with the appropriate service, such as the police.
- 6. The directors of THP Ltd reserve the right to amend any and all clauses in this document without reference to a General Meeting of members in response to any changes in the law or any practical or emergency solution required for the safe maintenance of the site. Any other changes will be made after a majority membership vote to be held at a General Meeting with due notice of proposals. All changes will be notified as far in advance as possible, in writing, to members and, where reasonable, full discussion facilitated. It is an express term as defined in this document that all residents are expected to abide by the terms above, subject to legal and company ratified decisions.

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