

This Agreement is made the **6<sup>th</sup> day of January 2015**

between (1) **P.G Hughes** owner of the Quarry, Brook Street, Welshpool, SY21 7NA (“the Owner”)

and (2) **Gwyneth Banfield** of **3** (“the Occupier”) and supercedes any previous agreement;

NOW IT IS AGREED as follows:-

**1. OCCUPATION**

The Owner will permit the Occupier to occupy the caravan brief, particulars of which appear in Schedule 1, at pitch number \_\_\_\_\_ at the Owners property known as the Quarry, Brook Street, Welshpool, Powys (“the Site”) or on such other pitch the Owner may determine pursuant to paragraph 3.

**2. DURATION**

This Agreement commenced on the **6<sup>th</sup> day of January 2015**

**3. PURSUANT TO THE MOBILE HOMES ACT 1983** terms are implied within this Agreement which are set out in Schedule 2.

**4. NOTICE TO TERMINATE**

This Agreement may be terminated in accordance with the terms implied by The Mobile Homes Act 1983 as set out in Schedule 2.

**5. NO EXCLUSIVE POSSESSION**

The Occupier shall not have exclusive possession of the pitch mentioned at paragraph 1 and the Owner shall be entitled to move the caravan to another pitch or pitches at any time it shall see fit upon giving the occupier not less than 1 weeks notice of its intention.

**6. AGREED TERMS**

The Occupier agrees with the Owner as follows:-

- 6.1 to pay the fee payable under paragraph 6.2 promptly and without any deduction of any kind
- 6.2 to pay all charges for ground rent and electric current supply to the caravan
- 6.3 not to use the caravan other than as a private residence in the occupation of the Occupier and members of the Occupiers family only
- 6.4 not to permit more than 3 persons (adult or children) to reside in the caravan at any one time

- 6.5 to observe the site rules from time to time enforced as well as any applicable bylaws and the conditions of the site license issued under the Caravan Sites and Control Development Act 1960
- 6.6 not to make any alteration or addition to the caravan
- 6.7 not to use or permit the use of the caravan in such a way as might be or become a nuisance to neighbours or the Owner
- 6.8 not to assign this Agreement which shall be personal to the Occupier, unless condition 8 (1) is observed
- 6.9 to take reasonable care of the caravan and its contents and to permit the Owner to have right of entry to the caravan and the pitch on which it is from time to time stationed for the purpose of viewing their state and condition and to ascertain whether the terms of this Agreement are being adhered to
- 6.10 to permit the Owner access to the pitch and/or caravan for the purpose of carrying out works of repair to any services crossing the pitch or for the purpose of installing services for the caravan on other parts of the site.

### **SCHEDULE 1**

#### **THE CARAVAN**

Make **WILLOUGHBY**

Year of manufacture **Not Known**

Births **1**

Ref No. (if any) **No. 3**

### **SCHEDULE 2**

#### **Terms Implied By Act**

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 paragraphs 3, 4, 5 or 6 below.
2.
  - (1) If the owner's estate or interest is insufficient to enable him to grant the right for an indefinite period, the period for which the right subsists shall not extend beyond the date when the owner's estate or interest determines.
  - (2) If planning permission for the use of the protected site as a site for mobile homes has been granted in terms such that it will expire at the end of a specific period, the period for which the right subsists shall not extend beyond the date when the planning permission expires.
  - (3) If before the end of a period determined by this paragraph there is a change in circumstances which allows a longer period, account shall be taken of that change.

3. The Occupier shall be entitled to terminate the Agreement by notice in writing given to the Owner not less than four weeks before the date on which it is to take effect.
4. The Owner shall be entitled to terminate the Agreement 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/her 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 mobile 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 'relevant period' means a period of five years beginning with the commencement of the Agreement.
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/her in pursuance of the Agreement as is attributable to a period beginning after the termination.
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;
  - (3) An order under this paragraph:-
    - (a) shall be made by statutory instrument which shall be subject to annulment in pursuance of a resolution of either House of Parliament: and
    - (b) may make different provision for different areas or for sales at different prices.

9. The Occupier shall be entitled to give the mobile home, and to assign the Agreement, to a member of his/her family approved by the Owner whose approval shall not be unreasonably withheld.
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.