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SCOTTISH STATUTORY INSTRUMENTS

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**2013 No. 188**

**MOBILE HOMES**

**The Mobile Homes (Written Statement)  
(Scotland) Regulations 2013**

<i>Made</i>	- - - -	<i>30th May 2013</i>
<i>Laid before the Scottish Parliament</i>	- - - -	<i>31st May 2013</i>
<i>Coming into force</i>	- -	<i>1st September 2013</i>

The Scottish Ministers make the following Regulations in exercise of the powers conferred by section 1(2)(e) of the Mobile Homes Act 1983(1).

**Citation, commencement and application**

1.—(1) These Regulations may be cited as the Mobile Homes (Written Statement) (Scotland) Regulations 2013 and come into force on 1st September 2013.

(2) These Regulations apply in relation to any written statement given on or after 1st September 2013 with respect to an agreement to which the 1983 Act applies in Scotland.

**Interpretation**

2. In these Regulations—

“the 1983 Act” means the Mobile Homes Act 1983;

“written statement” means the written statement that the owner of a protected site is required by section 1(2) of the 1983 Act (particulars of agreements) to give to the proposed occupier.

**Written statement: prescribed requirements**

3. The requirement with which a written statement must comply for the purposes of section 1(2) of the 1983 Act (in addition to the requirements of section 1(2)(a) to (d) of the 1983 Act) is that it must be in the form set out in the Schedule to these Regulations or a form substantially to the same effect.

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(1) [1983 c.34](#); section 1 was substituted by section 167 of the Housing (Scotland) Act [2006 \(asp 1\)](#).

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**Status:** This is the original version (as it was originally made). This item of legislation is currently only available in its original format.

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## Revocation

4. The Mobile Homes (Written Statement) Regulations 1983(2) are revoked in relation to Scotland.

St Andrew's House, Edinburgh  
30th May 2013

*M J BURGESS*  
Authorised to sign by the Scottish Ministers

## SCHEDULE

Regulation 3

### WRITTEN STATEMENT REQUIRED BY THE MOBILE HOMES ACT 1983 TO BE GIVEN TO A PROPOSED OCCUPIER OF A PITCH

#### *Form of written statement*

IMPORTANT – PLEASE READ THIS STATEMENT CAREFULLY AND KEEP IT IN A SAFE PLACE. IT SETS OUT THE TERMS ON WHICH YOU WILL BE ENTITLED TO KEEP YOUR MOBILE HOME ON A PROTECTED SITE AND TELLS YOU ABOUT THE RIGHTS WHICH WILL BE GIVEN TO YOU BY LAW. IF THERE IS ANYTHING YOU DO NOT UNDERSTAND YOU SHOULD SEEK ADVICE (FOR EXAMPLE FROM A SOLICITOR OR A CITIZENS ADVICE BUREAU).

#### PART 1

##### Information about your rights

##### *The Mobile Homes Act 1983*

1. You will be entering into an agreement with a site owner which will entitle you to keep your mobile home on the site owner's land and live in it as your home. You will automatically be protected and given certain rights under the Mobile Homes Act 1983 ("the 1983 Act"). These rights affect in particular your security of tenure, the sale of your home and the review of the pitch fee.

##### *Implied terms*

2. These rights, which are contained in the implied terms set out in Part 3 of this statement, will apply automatically and cannot be overridden, so long as your agreement continues to be one to which the 1983 Act applies.

##### *Express terms*

3. The express terms that are set out in Parts 2 and 4 of this statement will apply to you. If you are not happy with any of these express terms you should discuss them with the site owner, who may agree to change them.

##### *Right to challenge*

4. If you enter into the agreement and subsequently become dissatisfied with the express terms of the agreement you can challenge them, but you must do so within six months of the date on which you enter into the agreement or the date you received the written statement, whichever is later. If you wish to challenge your agreement, you are advised to consult a solicitor or citizens advice bureau.

5. A challenge can be made either in the sheriff court or, with the agreement of the site owner, before an arbiter. You can—

- (a) ask for any of the express terms of the agreement (those set out in Parts 2 and 4 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 2 of Schedule 1 to the 1983 Act (see paragraph 9 below).

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6. The appointment of an arbiter 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 arbiter to settle a dispute between you.

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

8. The court or the arbiter must make an order on terms they consider just and equitable in the circumstances.

9. The matters set out in Part 2 of Schedule 1 to the 1983 Act are as follows—

- (a) the sums payable by the occupier in pursuance of the agreement and the times at which they are to be paid;
- (b) the review at yearly intervals of the sums so payable;
- (c) the provision or improvement of services available on the protected site, and the use by the occupier of such services;
- (d) the preservation of the amenity of the protected site.

*Six month time limit for challenging the terms*

10. You must act quickly if you want to challenge the terms. If you or the site owner make no application to a court or arbiter within six months of the date on which you entered into the agreement or the date you received the written statement, whichever is later, both you and the site owner will be bound by the terms of the agreement and will not be able to change them unless you both agree.

*Unfair terms*

11. If you consider that any of the express terms of the agreement set out in Parts 2 and 4 of this statement are unfair, you can, in accordance with the provisions of the Unfair Terms in Consumer Contracts Regulations 1999(a) complain to the Office of Fair Trading or any qualifying body under those Regulations.

## PART 2

### Particulars of the agreement

#### Parties to the agreement

The parties to the agreement will be—

.....  
(insert name and address of mobile home occupier)

.....  
(insert name and address of site owner).

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(a) S.I. 1999/2083; which are relevantly amended by S.I. 2013/783. Schedule 1 to the Regulations contains a list of qualifying bodies.

**Start date**

The agreement will begin on .....(insert date).

**Particulars of the pitch**

The particulars of the land on which you will be entitled to station your mobile home are—

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

**Plan**

A plan showing—

- (a) the size and location of the pitch;
- (b) the size of the base on which the mobile home is to be stationed; and
- (c) measurements between identifiable fixed points on the site and the pitch and base,

is attached to this statement.

**Site owner's interest**

- (a) The site owner's estate or interest in the land will end on .....

*(If this statement applies insert date);*

- (b) The site owner's planning permission for the site will end on .....

*(If this statement applies insert date);*

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.

*(If only one of statements (a) and (b) applies, cross out the words that do not apply. If neither of these statements apply, delete this paragraph.)*

**Pitch fee**

The pitch fee will be payable from ..... (insert date).

The pitch fee will be payable weekly/monthly/quarterly/annually (*cross out the words which do not apply*).

The pitch fee is .....

The following services are included in the pitch fee—

Water  
Sewerage  
.....  
.....

*(Cross out the services which are not included and add any others which are included in the pitch fee.)*