

# The Caravans Act (Northern Ireland) 2011



The Consumer Council

## What will the Act mean for holiday caravan owners?

The Caravans Act (Part II) introduces, for the first time in Northern Ireland, legislation controlling the dealings between caravan park owners and those renting holiday caravan pitches for more than 28 days. (Part I of the Act deals with agreements relating to caravans that are the occupier's only or main residence for more than 12 months).

Although the Act is designed primarily for static caravan owners, it also applies to touring caravan owners who enter into agreements entitling them to keep and occupy their caravan on a site for more than 28 days.

## What changes will the new law introduce?

The Act means that the owner of the caravan site must give the proposed occupier of a pitch a **written statement** which:

- Specifies the names and addresses of both parties – the site owner and the caravan occupier;
- Includes particulars of the land on which the occupier is to station the caravan;
- Sets out the express terms contained in the agreement<sup>1</sup>; and
- Sets out the implied terms<sup>2</sup> of the agreement under section 9 (1) of the Act dealing with Occupiers' Associations (see overleaf).

## When does the Act come into operation?

The Act will come into operation from **16 September 2011**.

## I currently have a caravan on a holiday site. When should I receive my written statement?

Park owners have 28 days from when the Act comes into operation (i.e. until 14 October 2011) to issue the written statement of agreement to those who already occupy a pitch on a holiday site.

However, sites may wish to issue their existing customers with written statements before the Act comes into operation.



**1 Express terms** are terms that have been specifically agreed by both parties at the time the contract is made. The Act does not specify the express terms that must be included in the agreement. Please see overleaf for examples of the sorts of express terms you can expect to see – please note this is not an exhaustive list.

**2 Implied terms** are terms which have not been mentioned by either party but are part of the agreement.

## I'm thinking of buying a caravan on a holiday site. When should agreements be issued to new owners?

After the 16 September, new owners should be given their written statement at least 28 days before the agreement to rent the pitch is finalised. If the parties wish to agree to finalise the agreement before 28 days has elapsed, both parties must consent to this in writing.

## What happens if the owner of the caravan site fails to include relevant express terms in written agreements?

If any express terms of the agreement are not given in writing, or not given before the appropriate time, then any such term is legally unenforceable.

## Consultations with Occupiers' Associations – how does this work?

Caravan owners on holiday sites can form themselves into 'Occupiers' Associations'. If this happens the park owner is required (subject to certain conditions) to consult with the association about all matters which relate to the operation and management of the site, or to any improvements to the site, which may affect the occupiers either directly or indirectly.

However, under the Act, site owners will not be obliged to consult about pitch fees.

Although a caravan will often have more than one occupier, for legal purposes its occupier is taken to be the person whose name appears first on the agreement.

## Express terms commonly found in agreements:

- The duration of the agreement
- Pitch fees, including provision for their review
- Periods during the year when the caravan may be used
- The park's rules to be applied
- Termination of the agreement (by either party)
- Resolution of disputes
- The rights or obligations of the parties in relation to any specific matters likely to arise during the lifetime of the agreement – these could include:
  - Moving or re-siting the caravan
  - Access by the site owner to the caravan
  - Sale or disposal of the caravan
  - Assigning the agreement to another person
  - Restrictions on use of the caravan (e.g. hiring)
  - Insurance requirements
  - Maintenance and repair
  - Behavioural standards to be applied
  - Services, amenities, utilities and facilities to be provided
  - Variation of the agreement.

## For further assistance

You should always read and make sure you understand the terms of your agreement. If you're unsure of the meaning of a term in an agreement or you need advice on whether terms are compatible with the Unfair Terms in Consumer Contract Regulations 1999, contact Consumerline **0300 123 6262** for free, independent advice or check the website **[www.consumerline.org](http://www.consumerline.org)**

