

Appendix 2 – Definition of a caravan

Section 29 of Caravan Sites and Control of Development Act 1960:

“caravan” means any structure designed or adapted for human habitation which is capable of being moved from one place to another (whether by being towed, or by being transported on a motor vehicle or trailer) and any motor vehicle so designed or adapted, but does not include—

- (a) any railway rolling stock which is for the time being on rails forming part of a railway system, or*
- (b) any tent;*

Caravan Sites Act 1968 Section 13 – definition of twin unit caravans as amended by the Caravan Sites Act 1968 and Social Landlords (Permissible Additional Purposes) (England) Order 2006 (Definition of Caravan) (Amendment) (England) Order 2006

- (1) A structure designed or adapted for human habitation which—*
 - (a) is composed of not more than two sections separately constructed and designed to be assembled on a site by means of bolts, clamps or other devices; and*
 - (b) is, when assembled, physically capable of being moved by road from one place to another (whether by being towed, or by being transported on a motor vehicle or trailer), shall not be treated as not being (or as not having been) a caravan within the meaning of Part 1 of the Caravan Sites and Control of Development Act 1960 by reason only that it cannot lawfully be so moved on a highway when assembled.*
- (2) For the purposes of Part 1 of the Caravan Sites and Control of Development Act 1960, the expression “caravan” shall not include a structure designed or adapted for human habitation which falls within paragraphs (a) and (b) of the foregoing subsection if its dimensions when assembled exceed any of the following limits, namely—*
 - (a) length (exclusive of any drawbar): 65.616 feet (20 metres);*
 - (b) width: 22.309 feet 6.8 metres);*
 - (c) overall height of living accommodation (measured internally from the floor at the lowest level to the ceiling at the highest level): 10.006 feet (3.05 metres).*
- (3) The [Secretary of State] may by order made by statutory instrument after consultation with such persons or bodies as appear to him to be concerned substitute for any figure mentioned in subsection (2) of this section such other figure as may be specified in the order.*

OPINION ON THE LEGAL ASPECTS OF THE SUPPLY OF MOBILE HOMES

1. There are 4 key elements that have to be considered in order to be satisfied that a Timberspecs mobile home complies with the legal requirements set out in the relevant legislation which is the "Definition of a Caravan" contained at Section 29 of the Caravan Sites and Control of Development Act 1960 as subsequently amended and extended.
2. The first of these is the obvious requirement that the mobile home shall be designed or adapted for human habitation. If I refer to the Timberspecs brochure, it is evident that this requirement is fully met by all those mobile homes that are supplied by Timberspecs.
3. The second requirement relates to the actual size of the mobile home. This is a matter of fact that is evident from the design of the mobile home. The limits specified within the Act are:
 - (i) length: (exclusive of drawbar) 20 metres (65,616 feet)
 - (ii) width: 6.8 metres (22,309 feet)
 - (iii) height (measured internally) from lowest floor level to the ceiling at the highest level: 3.05 metres (10,006 feet)
4. The third requirement is as to how the mobile home is constructed both when it is delivered and when necessary work is done on site following delivery:
 - (i) the legal specification:
in "not more than two sections separately constructed and designed to be assembled on a site by means of bolts clamps or other devices..."
 - (ii) it is self-evident that if the Timberspecs mobile home is delivered to the site in two sections, they will have to be joined together. The method used for such "joining together" is clear from the legislation when it refers to "bolts or clamps" but is significantly vague when using the words "or other devices". The usual legal rule for interpretation of statutes is that the vague word should be treated as being similar to the other express words to which it is annexed (the *eiusdem generis* rule). In this case, therefore, the "other devices" should be joining devices that can be sensible alternatives to "bolts or clamps". The fundamental purpose of a bolt or a clamp is to hold the two sections together. It must follow therefore, that any other "device" that has the same purpose and effect will fall within the legal requirement. I cite, as examples, a length of wood or steel that has the same effect in joining the two sections together. This cannot be an exclusive list of alternative devices – it is the intention of the method of joining the two sections together that is the essence of the legal requirement.
5. The fourth requirement is referable to the method of transport of the mobile home to the site at which it:
It is "when assembled physically capable of being moved by road from one place to another (whether by being towed or by being transported on a motor vehicle or trailer)"
There then follows a caveat that has a clear and ascertainable meaning:
(the mobile home) "shall not be treated as not being a caravan.....by reason only that it cannot lawfully be so moved on a highway when assembled"
 - (i) This requirement appears to be intended to ensure that the structure is, truly, "mobile". The two sections must be capable of being moved by road BUT the fact that the two sections, when assembled, cannot, lawfully be moved by road IN ONE LOAD does not affect the validity of the mobile home
 - (ii) the times when Local Planning Authorities test this requirement is often after the delivery and assembly of the mobile home. The test applied is whether or not the structure can (a) be disassembled and (b) lifted so as to establish that the structure remains "mobile"
 - (iii) what happens to a Timberspecs mobile home after it has been delivered to site and assembled is, clearly, a matter for whoever occupies or owns the mobile home from then on. If the structure is altered in such a way as not to comply with the legal requirement, then it cannot be Timberspecs' responsibility.

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