

# Buying a Holiday Van



If you are interested in buying a holiday van in one of Clarence Coasts Holiday Parks you must first approach the Park Manager at the park and enquire whether the current owner has permission to sell the van.

A holiday van cannot be sold at a park without the permission of the Park Manager and Council. If you purchase a van where the owner has not received prior written permission, the park owner will not be able to enter into an Occupancy Agreement, ownership cannot be transferred and you will be asked to take the van and annexe off the site.

Each holiday van approved for sale must have a current valuation from an approved valuer/agent (not more than 12 months old). This valuation is available to all prospective purchases to view. The valuation is the current market value for the van and annexe only (no land value).

When you have decided to buy a van you will be asked by the park's management to:

1. Provide a statutory declaration (refer to web site) that you have sighted the compliance report prepared by park management for the holiday van.
2. Ensure that any major compliance matters are completed by the current owner of the van prior to the date of sale and confirm on the statutory declaration to that effect.
3. Provide evidence that you bought the van off the previous owner (Bill of Sale or Receipt).
4. Pay an Administration Account Fee.
5. Sign an Occupation Agreement (subject to Point 2 being completed).
6. Sign a Direct Debit form for the monthly payment.
7. Pay any key or deposits for amenities or park facilities.
8. Collect boom gate number (if applicable).
9. Advise the park management of your contact details.

Sales and transfer of ownerships must be done on site at the park. An appointment must be made prior with the park management. Allow time on the day to transfer of ownership. Transfers of Ownership appointments are generally not made during peak times or public holidays.

## Transfer of Ownership without a Sale

Transfer of Ownership where a sale has not occurred may only take place under the following circumstances and where the relevant documents can be supplied as proof:

- There are 2 owners of the van and one owner has relinquished their rights to ownership.
- Where a court order stipulates a change of ownership of the holiday van (e.g. divorce settlement, probate.)

## **Frequently Asked Questions:**

### **The valuation is less than the asking price on the van, why is this?**

The valuation only applies to the value of the van and annexe. It does not include any items like furniture that may be included in the sale. The valuation also does not include the right to an Occupation Agreement or any title to the land on which the caravan and annexe sit. The land is Crown Land and cannot form part of the sale.

### **If I buy the van am I guaranteed an Occupation Agreement?**

No, some holiday van sites may be non-compliant with setbacks, encroachments and have unauthorised works. For major non-compliance matters that include unauthorised works, encroachments or setbacks it is the vendor's responsibility to correct any outstanding matters prior to sale. As a purchaser please check with park management that there are no outstanding matters to be addressed before the sale of the holiday van.

Park management may allow some holiday vans to be sold and ownership transferred with minor matters to be rectified. As part of the sale you will submit a statutory declaration confirming that you are aware of outstanding matters and will address those within 3 months of the date of the sale and before an Occupancy Agreement can be signed.

Additionally not all sites with holiday vans on them are designated holiday van sites – refer to adopted Park Concept Development Plan. You need to check with the Park Manager and Council if this is the case due to adopted Development Plans.

### **How long does an Occupation Agreement last for?**

Your initial Occupation Agreement lasts for 12 months. After the end of this initial period your agreement will revert to a month by month agreement. At any time you may be given 3 months notice to move your van and annexe off site.

### **Can my Occupation Agreement be terminated?**

Yes, your Occupation Agreement can be terminated for a number of reasons, in particular non or late payment of fees, offensive behaviour, not maintaining your van and annexe, accumulation of material and equipment around your site, breaching park rules, future park redevelopment in accordance with an adopted plan and strategy. Reason for termination are listed in the Occupation Agreement.

### ***Variations***

*Clarence Coast Holiday Parks reserves the right to vary, replace or terminate this Procedure from time to time.*