

24 February 2022

Re: Upcoming Holiday Van Sales

Dear Holiday Van Owner

We would like to advise that the Holiday Van sales process will commence officially on Monday 28 March 2022, and as a trial will continue with no time limitation. Holiday Van sales will now be permitted at any time during the year with the exception of Peak/holiday periods, however we do reserve the right to review this process at any time.

Clause 8.2 in the Holiday Van Owners Standard Operating Procedure on the website provides details of the Sales Process, which will be amended accordingly to incorporate the revised trial procedure.

8.2 Sale of vans and assets on sites not impacted by development

- a) PSBHP, in its discretion, will notify Owners of specific periods of each year where an Owner is permitted to sell their van and associated structures on site ("**Van Sale Periods**"). During a Van Sale Period as advised the Owner is permitted to sell their asset(s) in circumstances where the asset will remain on site. At all times during the year an Owner may sell their van and associated structures on the condition it is removed from the site. However, Owners may only sell in circumstances where the assets will remain on site during Van Sale Periods and in accordance with the following process.
- b) PSBHP will notify Owners in writing at least one month before the commencement of a Van Sale Period.
- c) At least 2 weeks prior to the commencement of the Van Sale Period Owners must notify PSBHP if they wish to sell their assets on site. An Application for the Sale of a Holiday Van must be completed and returned to the Administration Officer.
- d) During any Van Sale Period, Owners must first offer to sell their asset(s) to existing holders of current occupancy agreements ("Internal Interested Parties").
- e) During the Van Sale Period PSBHP Management will engage the services of a Registered Plant and Machinery Valuer to determine the Market Value of the assets being sold by the Owner, being the Van and associated structures, exclusive of the site (land component). This Value as assigned will be acknowledged in writing by the Purchaser of the van as the Market Value of the Assets and this acknowledgement will form an addendum to the Purchaser's current Annual Holiday Van Occupancy Agreement and any Occupancy Agreement entered into by the Purchaser.
- f) The current Owner must provide potential Purchaser with all relevant information regarding the van, including but not limited to, the independent Valuation of the van and the Site Inspection & Compliance report. They should also make full disclosure of any known damage or structural issues which could affect the sale price. Park management reserve the rights to deny a sale if they believe the van being sold is not safe. [There may be provision to replace the unsafe van after the sale, however this would be by application only.]
- g) The Purchaser (new owner) upon acquiring assets will be responsible for attending to any outstanding compliance or other matters within sixty (60) days.
- h) The following rules apply to sale of vans and associated assets under this clause. The Vendor and the Purchaser must acknowledge by the return of a completed form provided by the Admin Officer:
 - i. that the sale is for the assets which are located upon the site and that no proportion of the agreed sale price is attributed to the site component (land).

- ii. that PSBHP's consent to the sale does not waive or vary PSBHP's rights under the Occupancy Agreement.
- iii. The Purchaser acknowledges it must enter into the Annual Holiday Van Occupancy Agreement or accept an assignment of the vendor's Occupancy Agreement notwithstanding the price paid for the assets.

It is noted that the parties to sale of assets on site are not precluded from negotiating a sale at a higher price than the Valuation as assigned as set out above. However if the purchaser pays a higher price than the valuation they do so at their own risk and cost.

PLEASE NOTE: 1. The market value should be disclosed to potential purchasers during sale negotiations.
2. If compliance issues are deemed high priority or extreme the sale may be put on hold until an agreement for rectification is reached.
3. Any outstanding compliance issues will be transferred to the new owner to complete within the given timeframe.

HOLIDAY VAN SALES COMMENCING 28 MARCH 2022:

If you are interested in selling your van please complete and return the attached Holiday Van Sales Request form to: **Fiona Snow at PO Box 147 Nelson Bay, 2315, or email to: holidayvanenquiries@portstephens.nsw.gov.au.**

- **After submitting the Sales Application Form to the Admin Officer (Fiona Snow) for your participation in the Holiday Van Sales Process, you (the current Holiday Van Owner), will be emailed an invoice for the sales administration fees totaling \$620. The fees include \$230 for an independent Valuation, \$295 for administration charges, and \$95 for Transfer of Ownership fee. (Direct Debit from a bank account is not available for payment of these fees).**
- **Payment will be requested within 72 hours.**
- **Sales Applications will not be progressed any further until fees are paid in full.**
- **The Administration and Valuation fees are not refundable once application is progressed and Valuation conducted.**
- **If the van does not sell / the application is withdrawn, the Transfer of Ownership fee can be refunded or kept in credit.**
- **Valuations are valid for 2 years. If a valid Valuation is held for the van being sold, this fee will not be charged.**
- Van Owners are to ensure a current set of keys to their van is given to the Holiday Park reception. These will be used by the Valuer (accompanied by the Admin Officer), if you ticked 'Yes' on the application form to permit access to inside the van*, and/or to allow access for prospective buyers to view the van in your absence (which will only occur if notification received from HVO).
- ** (If you ticked 'No' on the Sales Application form, your van will only be valued from the outside)*
- Inspection Reports (if applicable**) and independent Valuations will be carried out on vans wishing to sell. Reports will be emailed to the Van Owner in due course and should be disclosed to any interested buyer.
- *** (Where a Site Inspection has been recently conducted in 2020/21 and completed, a new one may not be required)*

From 28 Mar 2022:

- Holiday Van sales will commence for ALL sales.
- Holiday Van sales will not be limited to a specified sales period, and will be permitted at any times during the year, however some exclusion periods may occur: EG during Peak / holiday periods.

NB: Port Stephens Beachside Holiday Parks reserve the right to review this process at any time.

The Sale Process (once Application form is submitted and associated fees paid in full):

- As the current Van Owner, you may advertise your van for sale however and wherever you wish, and, by request can also be added to the 'Vans For Sale' list provided as a courtesy, which we make available to interested parties via our website. The list will be created once Applications have been received and validated, and will be updated weekly.

- You must notify either Fiona Snow – Holiday Van Admin Officer (02 4988 0650 - Monday to Friday only) or the Park Reception (02 4988 0990) via phone or email whenever you give permission for a potential buyer to pick up your key to access and look through your van.

NB: Keys will not be given out without prior permission being received. We take no responsibility for anything other than the keys kept in the office, as supplied by yourself. We will not act as a vendor on your behalf, and will not accompany prospective buyers whilst they look through your van.

- A Sale should not be progressed any further than price negotiation (and if desired - and under your own conditions - a deposit held pending the outcome of the interview process) prior to the face to face interview taking place & subsequent approval given by management.
- We will not progress any Van Sales until the prospective buyer has received and acknowledged the Site Inspection audit report (and any outstanding actions required as a result of this report) as well as acknowledging the independent valuation during a pre-scheduled meeting/interview held with the Park management.
- Up to 24 hours 'cooling off' period will occur after the Interview has been held. Both parties will be contacted by the Admin Officer within this time period notifying the outcome of the interview. Park management has the discretion to accept or reject any applications for occupancy as part of the sales process.
- A Van Sale & Change of Ownership will only be finalized once written notification (Declaration form) has been received by the Holiday Park Admin Officer from both the Seller and Buyer advising that the sale has been completed, money has been paid / received and keys exchanged. Both parties will be advised by email of the completed process.

If you have an interested buyer please advise them to call Fiona Snow – Holiday Park Admin Officer on 02 4988 0650 **after 9am from 21 March 2022** to arrange the interview for **a date after 28 March 2022**. We will endeavor to schedule the interview as quickly as possible however due to Park operations, school holidays, etc., a suitable time and date may not be available straight away.

[Please note: No interviews will be held during Peak holiday periods]

If you have any enquiries regarding this matter please contact Fiona Snow – Administration Officer: Email: holidayvanenquiries@portstephens.nsw.gov.au or by phone on 4988 0650 between 9.00am to 4.30pm Monday to Friday.

Yours faithfully,



Kim Latham
Holiday Park Section Manager
PORT STEPHENS COUNCIL

Port Stephens Beachside Holiday Parks | P.O. Box 147 Nelson Bay NSW 2315 | Ph: +61 2 4988 0650 |
Email: holidayvanenquiries@portstephens.nsw.gov.au | ABN: 167 443 778 76
www.beachsideholidays.com.au/holiday-van-owners

APPLICATION FOR SALE OF HOLIDAY VAN

Site Number: _____ Date: _____

Surname(s): _____ First Name(s): _____

Residential Address: _____

Suburb: _____ State: _____ Postcode: _____

Email Addresses: _____

Best Contact Number(s): _____

Would you like Port Stephens Holiday Parks to include your Holiday Van & contact details (site, owners name(s) and phone number(s) only) on the list which is made available to prospective buyers? (The list will be available on the Holiday Van Owner website. We recommend you also use other forms of advertising, and not rely solely on our list.)

Yes No

I give permission for the Valuer to access my Holiday Van with the keys I have left at the office:

Van Make: _____ Year of manufacture: _____ Asking Price: \$ _____

Valuation (As determined by Registered Plant and Machinery Valuer) \$ _____ (OFFICE USE ONLY)

Once application has been lodged with the Admin Officer (Fiona Snow), an invoice for fees associated with the sale process, will be emailed to you, the Seller, for payment within 72 hours. **NB: Sales application is not valid until fees are paid in full.**

- **Sales Administration fee: \$295.00**
- **Independent Valuation fee: \$230.00** (for the Valuation of the Van and Associated Structures (excluding the site area (land component) and report by independent Valuer engaged by Holiday Park).
- **Transfer of Ownership fee: \$95.00**

I/We understand the fees as listed above, must be paid in full to validate & progress the sales application.

I/We understand that caravans sold on site are only permitted to stay on site as per the Holiday Van Agreement terms and conditions.

I/We acknowledge that any Valuation of my Van is merely a Valuer's opinion as to what the Van is worth. It does not limit the price at which I/we can sell my van. I/We acknowledge that there is no avenue for appealing the Valuer's determination.

I/We unconditionally release Port Stephens Council and agree that it is not liable for any action, demand, liability, loss, damage or cost occurring directly or indirectly in connection with the valuation of the Van or any other asset on the site (howsoever caused).

NB: Must be signed by ALL main Holiday Van Owners (HVO)/Occupants. (Permitted Users are NOT required to sign.)

Signed (HVO/Occupant 1) _____ Print Name: _____

Signed (HVO/Occupant 2) _____ Print Name: _____

Signed (HVO/Occupant 3) _____ Print Name: _____

Signed (HVO/Occupant 4) _____ Print Name: _____

(Park Manager/Admin Officer)

Print Name: _____ Signed: _____