

**Are you considering purchasing a Holiday Van at Fingal Bay Holiday Park, Shoal Bay Holiday Park or Halifax Holiday Park?**

**The following information provided is to assist potential buyers make informed decisions prior to purchasing an On-Site 'Holiday Van' at one of our Beachside Holiday Parks.**

Our Holiday Parks are situated on Crown Land Reserves, and Port Stephens Council is the Crown Land Manager. Council manages these Holiday Parks on behalf of the State Government under the Local Government Act 1993 CLG Act.

### **Holiday Van Sales**

Port Stephens Beachside Holiday Parks, in its discretion, is now permitting sales of Holiday Vans at any time of the year (with some exclusion periods: such as Peak/holiday periods) as a trial. Existing Sales processes will remain in place for all sales and in accordance with the process outlined in the Standard Operating Procedure (to be amended to include new process). Port Stephens Beachside Holiday Parks reserve the right to review this process at any time, and to approve or deny a van sale application.

### **Plans of Management**

Current Plans of Management were approved by the State Government in 2014. They provide a basis for proposed future development within the Holiday Park. Some development may impact on your chosen Holiday Van site. The plan for each Holiday Park can be viewed at <https://www.beachsideholidays.com.au/policies/holiday-van-owners>. The current Plans of Management will be succeeded by new Plans of Management in the near future subject to approval by Crown Lands and will include a Management Plan for each Park (**draft** plans available for Halifax and Shoal Bay) to identify any new and future development plans beyond the current identified projects.

**NOTE: A Holiday Van currently in a non-development area does not guarantee it will be in a non-development area in the future plans. Any sale applications received for vans located in areas identified for potential future redevelopment will be advised as such, however sales will be permitted providing a full 12 month Occupancy Agreement can be offered to the buyer. Occupancy within the Park is limited to the Term of an Occupancy Agreement (12 months from 1 July to 30 June) – see section below: 'Occupancy' for more details.**

### **Pre-Inspection**

Inspection of the van should be organised with the current Holiday Van Owner. The van owner may give the Park permission to allow prospective buyers to access their van without them being onsite. This is at the owners' discretion. **NOTE: Keys to these vans will not be issued without prior authorisation, and must be signed out and returned within a reasonable timeframe on the same day.**

### **Purchase Price**

When considering the purchase of a Holiday Van, we recommend the purchase price represent the market value price of the van, and any associated structures plus any inclusions offered as part of the sale; but **not** the land itself or the location or the current number of allocated vehicle spaces. The insurance value could be considered as a guide to an appropriate price to be paid. An independent valuation of the Holiday Van being sold will be available to the prospective buyer. A copy of this valuation will be sent to the current Van Owner and should be made available upon request to prospective purchasers.

Agree on the purchase price of the van with the Holiday Van Owner. **NOTE: You must not exchange money or ownership of the Holiday Van before attending a pre-purchase interview with the Park Management & Administration Officer. Anyone doing so will have their Port Stephens Council Occupancy Agreement terminated.** If you leave a holding deposit, it is our advice to ask for a written receipt, and have it noted that the purchase is subject to the outcome of the interview process, and the deposit be refunded if the sale does not proceed.

### **Interview Process**

No Sale can occur without the approval of Park Management. As part of our sale process, potential buyers are required to attend a face to face interview with Management where relevant information is provided and the interview checklist is signed as a record of the points discussed at the meeting. No sale is guaranteed as Park Management has the discretion to accept or reject applications for occupancy as part of the sale process.

An interview with the Park Manager and yourself can be scheduled for after 28 March 2022, by contacting Fiona Snow on 4988 0650 (Monday to Friday: 9am to 4.30pm) from 21 March 2022. Interviews must be in person and are approximately an hour in length. The timing of the interview will be subject to the availability of Park Management. *A 'cooling off period' of up to 24 hours is provided after the conclusion of the interview. The current van owner and prospective buyers will be contacted directly by the Park Management/Admin Officer during this time, and advised the outcome of the interview.*

### **Insurance**

The Holiday Van must be insured by the new owner stating at least one of the Owners names (preferably all listed owners/occupants), and should have a minimum of \$20 million Public Liability cover stated on the policy. A current copy of this insurance policy along with proof of payment, or a Certificate of Currency, must be provided prior to finalising a new occupancy agreement and will be kept on file at the Park at all times.

### **Occupancy**

- The occupation of a Holiday Van site is by agreement between the Park Management and the owner of a movable dwelling and includes up to 6 people. Maximum 4 Owners permitted.
- Occupancy within the park is limited to the term of an Occupancy Agreement (12 months from 1 July to 30 June).
- When a Holiday Van is purchased during the term of an Occupancy Agreement, (anytime between 1 July & 30 June), the new owner will take over the remainder of the current term of Agreement.
- Occupancy Agreements commence from 1 July each year and cover the financial year ending on 30 June the following year. (Port Stephens Council Holiday Van Occupancy Agreement Terms & Conditions).
- All listed Owners must sign a copy of the Occupancy Agreement which will be issued once Transfer of Ownership has been completed, and on an annual basis each time a new Occupancy Agreement is offered.
- **There is no guarantee for continued occupation beyond the term of a current Occupancy Agreement (Holiday Parks (Long-term Casual Occupation) Act 2002) of 12 months.**
- The Occupancy Agreement provides for 12 month occupation of a site with a maximum of 180 nights use of the site. 150 nights are covered by the annual site occupation fee while additional nights, if used, are available at the tariff rate current at the time when the extra nights are taken. (Port Stephens Council Holiday Van Occupancy Agreement Terms & Conditions).

### **Fees and Charges**

Site occupation fees are reviewed annually. Fees are determined after considering recent market comparisons, Park operating expenses and CPI information. Fees are fixed each year for the term of the Occupancy Agreement and van owners are notified in advance of fee increases. These fees currently include water usage. Electricity to each Holiday Van is metered and usage is charged to the Van Owner on a quarterly basis along with a daily availability charge for electricity.

### **Payment of Fees and Charges**

Fees are to be paid either monthly, quarterly, bi-annually or annually and they must be paid on time or in advance. The preferred method is by automated monthly payments by Direct Debit from a nominated bank account or debit/credit card.

Site fees/charges not paid on time or in advance (as per Port Stephens Council Holiday Van Occupancy Agreement Terms & Conditions) will be subject to the Breach of Occupancy Agreement process being implemented. Late payment fee also apply.

### **Site Occupation Fees**

Current standard site fees are \$510.00/month, with Fingal Bay's larger ('A') sites being \$520.00/month. The 2022/2023 fees are yet to be approved by Council, however an increase is expected to bring our fees more in line with industry standards in our LGA. All current van owners will receive notification in due course.

### **Allocated Onsite Parking**

#### **How many vehicles am I allowed to park on my site?**

The majority of sites are allocated **one** boomgate access code only. This means, the available space for parking onsite meets the required criteria of 5.5m x 2.4m for **one motor vehicle only**. Some sites may have sufficient space for a small accessory: EG: small box trailer or small jetski/trailer or small boat/trailer, however only a limited number of sites meet the criteria to permit 2 motor vehicles.

All motor vehicles and/or accessories must be parked within the boundaries of your site – not on any common land, or any other holiday van or tourist site, and must not protrude onto a neighbouring site or an access road at any time. If it doesn't fit, park it outside – there's plenty of nearby street parking. Any additional motor vehicles/accessories must also be parked outside the Holiday Park grounds. The use of other van owners' boomgate access codes is not permitted, and it could restrict future access to the park; tailgating is also not permitted.

The parking allocation for each site is noted on the individual Occupancy Agreement. The maximum number of motor vehicles/accessories permitted on site at any one time is 2. The number of parking spaces per Holiday Van site is currently being reviewed during the Site Inspection process, based on legislation; and adjustments (if required) will be included in the next Occupancy Agreement term. **Please note the Holiday Park does not accept responsibility for the security of any belongings / vehicles parked inside or outside of the Holiday Park.**

### **Compliance Audits / Site Inspections**

External Compliance audits and site inspections have been undertaken in past years to ensure holiday vans meet the standards of the Local Government Regulations (Local Government (Manufactured Home Estates, Caravan Parks, Camping Grounds and Moveable Dwellings) Regulation 2021). Potential purchasers should note that Council provide no guarantee that holiday vans for sale are fully compliant with the current regulations. Future audits may identify outstanding issues of non-compliance that will become the responsibility of the new owner. An external Site Inspection will be undertaken once the Holiday Van application for sale has been received and may identify some non-compliant items. Either the Seller or Buyer will be responsible for the rectification of any non-compliant issues within the allocated timeframe, and should be discussed as part of the purchase negotiations prior to the interview. It is the Van Owners responsibility to conduct regular health and safety checks to ensure the van and associated structures are safe to occupy. Whilst the Park undertakes an annual audit / test & tag inspection for each power supply lead from the parks powerhead to the holiday van, it is up to the van owner to ensure all other electrical works are safe and compliant.

### **Relocation & Termination**

There may be occasion whereby Holiday Vans are required to either relocate or be completely removed from site to facilitate Park operations/redevelopment.

Whilst this is not a regular occurrence, it could be a possibility. Van owners will be notified in writing if this is required. All costs associated with the removal or relocation are the responsibility of the van owners.

Should you have any further questions please contact the Holiday Van Administration Officer, Fiona Snow on 4988 0650 or by email at [holidayvanenquiries@portstephens.nsw.gov.au](mailto:holidayvanenquiries@portstephens.nsw.gov.au) (Monday to Friday: 9am to 4.30pm). **Port Stephens Beachside Holiday Parks Management**