

10 April 2024

Re: ongoing Holiday Van Sales process

Dear Holiday Van Owner

We would like to advise that after a successful trial period, Holiday Van sales will continued to 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 provides details of the Sales Process.

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

- a) PSBHP, in its discretion, now allows the sale of holiday vans to occur at any time of the year (with the exception of Peak Periods: NSW school holidays, public holidays, etc.) when an Owner is permitted to sell their asset(s) to another party where the van and associated structures will remain on site, and providing the Holiday Van Sales Process is followed.
- b) PSBHP will update the HVO community of any changes to the current Van Sales Process by way of Newsletter or email. All holiday van sales must follow the current Sales Process.
- c) The current Owners of the holiday van who wish to sell their van must complete an Application for the Sale of Holiday Van form and have all listed Owners sign the form. The form should be returned directly to the holiday van Admin Officer for processing.
- d) Once received, the Admin Officer will email an invoice for the fees and charges associated with the sales process as listed in the Occupancy Agreement terms and conditions Fee Schedule and on the application form itself. *[NB: the application is not valid and will not be progressed until the fees are paid in full.]* Sales fees are non-refundable once the process progresses, except the Transfer of Ownership fee in the case where no sale occurs or if the application to sell is withdrawn.
- e) After the invoice has been remitted, the Admin Officer will engage the services of an independent 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 Buyer of the van as the Market Value of the Assets on the Interview Notes document. *[NB: The Valuation is generally valid for a period of 3 months (or as otherwise stated) from the date on the report.]*
- f) An external visual Site Inspection will be conducted by Park Staff on the van (in line with the current inspection/compliance formatting) if the most recent report is more than 12 months old or if there are new items to be reported.
- g) The current Owner must provide the potential Buyer with all relevant information regarding the van, including but not limited to, the independent Valuation of the van and the external Site Inspection & compliance audit report as conducted by Park or engaged staff. They should also make full disclosure of any known damage or structural issues which could affect the sale price. However it is the buyers own discretion to ensure the van is safe both structurally and electrically. 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.] The current Owner should, if requested by potential purchaser, provide an electrical compliance certificate for the van electrically

being correct / safe as far as they can ascertain through a non-invasive compliance check, or allow a qualified electrician access to conduct a basic compliance check on behalf of a potential purchaser.

- h) The Buyer (new owner) upon acquiring assets (bought as is) will be responsible for attending to any outstanding compliance or other matters within the nominated timeframe.
- i) The following rules apply to sale of vans and associated assets under this clause. The Seller (current Owner) and the Buyer must acknowledge by the return of a completed declaration form (Sellers & Buyers Declaration) 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 seller'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. However if the buyer pays a higher price than the valuation it does so at their own risk and cost. We suggest this be considered as a lifestyle choice and not an investment.

- 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 PROCESS:

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 scan & email to: holidayvans@beachsideholidays.com.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 of the Van and associated structures, \$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 to avoid delay in the sales process progressing.**
- **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 generally only valid for 3 months, (or as otherwise noted) but may be extended if necessary, subject to the Valuers discretion.**
- 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 a listed Owner).
- ** (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 all 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 the last 12 months and completed, a new one may not be required)*

- 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 which is provided as a courtesy, and made available to interested parties via our website. Once a Sales application has been received and invoice remitted, the Holiday Van will be added to the list.
- 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 Holiday 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 period will be observed after the Interview has been held to allow the buyers to consider all points discussed at the interview. Both parties will be contacted by the Admin Officer within this time period notifying the park managements outcome of the interview. Park management has the discretion to accept or reject any applications for occupancy as part of the sales process.
- A Holiday 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 to arrange an interview. We will endeavor to schedule the interview at a suitable time and date for both buyer and Holiday Park management.

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

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

Yours faithfully,



Cameron Donaldson
Acting Holiday Park Section Manager
PORT STEPHENS COUNCIL

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