

Telephone Enquiries:  
Fiona Snow (02 4988 0650)  
**Holiday Park Admin Officer**

## **Re: Current Holiday Van Sales**

*Dear Holiday Van Owner*

We would like to advise that 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.

Excerpt from Clause 8.2 in the Holiday Van Owners Standard Operating Procedure on the website provides details of the Sales Process, which is currently under review and will be amended accordingly to incorporate the revised procedure.

### **Excerpt from 8.2 Sale of vans and assets on sites not impacted by development**

- d) 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.
- e) 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.]
- f) The Purchaser (new owner) upon acquiring assets will be responsible for attending to any outstanding compliance or other matters within sixty (60) days.
- g) 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.

## **CURRENT 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 email to: [holidayvanenquiries@portstephens.nsw.gov.au](mailto: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 to avoid the sales process being held up unnecessarily.**
- **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 2021/22 and completed, a new one may not be required unless further issues are identified)*

### **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 during which time we will make a decision to either approve or deny the sale, and the prospective buyers have time to process / deliberate the information provided at the interview. 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 we believe this process has been circumvented in any way, we will deny this sale and consider it a breach of agreement. Appropriate action will be taken.

If you have an interested buyer please advise them to call Fiona Snow – Holiday Park Admin Officer on 02 4988 0650 to arrange the interview for a date and time suitable for both park management/staff and buyers. 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. The seller is not required to attend.

*[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](mailto: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

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[www.beachsideholidays.com.au/holiday-van-owners](http://www.beachsideholidays.com.au/holiday-van-owners)

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*Port Stephens Beachside Holiday Parks – January 2023*