

## 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.

### Sale Periods

Port Stephens Beachside Holiday Parks, in its discretion, will notify Owners of specific sales periods each year where an Owner is permitted to sell their van and associated structures on site ("**Van Sale Periods**"). During a Van Sale Period, the Owner is permitted to sell their asset(s) in circumstances where the asset(s) 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 process outlined in the Standard Operating Procedure. Port Stephens Beachside Holiday Parks are not obliged to approve sales outside of an official Sales Period for any reason including financial hardship or health.

### 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 [www.beachsideholidays.com.au/holiday-van-owners](http://www.beachsideholidays.com.au/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: The new Management Plans will not be available in time for the Sale Period 2021. A Holiday Van currently in a non-development area does not guarantee it will be in a non-development area in the future plans. 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 during the official Sales Period with the Park Manager. 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 an 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 by contacting Fiona Snow on 4988 0650 (Monday to Friday: 9am to 4.30pm) during the official Sales Period. 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 Manager/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.
- Occupancy within the park is limited to the term of an Occupancy Agreement (12 months from 1 July to 30 June).
- 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).
- **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 days use of the site. 150 days are covered by the annual occupancy fee while additional days, if used, are available at the tariff rate current at the time when the extra days are taken. (Port Stephens Council Holiday Van Occupancy Agreement Terms & Conditions).

### **Fees**

Occupancy Fees are reviewed annually. Fees are determined after considering 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.

### **How do I pay for my monthly fee?**

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 of payment is monthly 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.

### **What are the Holiday Park monthly site fees for a Holiday Van next financial year?**

The 2021/2022 fees are set as follows:

All Parks standard size sites \$510.00 per month

Fingal Bay Holiday Park (larger 'A' sites) \$520.00 per month

*Current fees are \$510 for standard sites and \$520 for Fingal's A sites.*

### **Vehicle Parking**

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

The majority of sites accommodate **one** vehicle **or** accessory only. (This means a car, **or** a boat **or** a trailer). The vehicle must be parked within the boundary of your site – not on any common land, or any other holiday van or tourist site, and must not protrude onto an access road at any time.

There are a limited number of approved sites where two vehicles can be accommodated; (or one vehicle and one 'accessory'). These sites have been authorised and are noted in the occupancy agreement. [Note: An 'accessory' can be a 2<sup>nd</sup> car, **or** a boat, **or** a trailer **or** a Jet Ski. **[It does not include two cars and a boat/trailer.]** The number of parking spaces per Holiday Van site will be reviewed based on legislation; and adjustments, if required, will be included in the next Occupancy Agreement term. Additional vehicles must be parked outside the Holiday Park grounds. Parking on tourist sites or other Holiday Van owners' sites is NOT permitted. **Please note the Holiday Park does not accept responsibility for the security of any vehicles parked inside or outside of the Holiday Park.**

### **Audits**

Compliance audits 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 2005). 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. A Site Inspection will be undertaken prior to the Sales Period 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.

### **Relocation & Termination – to be discussed further at the Interview Process**

Relocation or removal of Holiday Vans may be required by Park Management to facilitate Park operations/redevelopment.

Vans are to be maintained in a movable condition to facilitate removal or relocation. The option to relocate is subject to site availability. (Port Stephens Council Holiday Van Occupancy Agreement Terms & Conditions).

If relocation/removal is required Park Management will notify the van owner in preparation of a new Occupancy Agreement.

The costs associated with any move are the responsibility of the van owner while Park Management will be responsible for providing a basic concrete paved area, standard power and water connections.

At the termination of an Occupancy Agreement, if a holiday van is required to be removed from the Park, it is at the van owners' expense for the removal of the van, its additions and inclusions.

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**