

5th February 2019

Re: Upcoming Holiday Van Sales Period

Dear Holiday Van Owner

Van Owners who are not located in development areas in the current Plans of Management for the Van Owners Agreement periods (July 2019 – June 2020) will be eligible to sell their van during the March - April 2019 Sales Period.

This will be the only authorised Holiday Van sales period for 2019. We are unable to accept any requests for van sales outside this period for ANY reason including financial hardship or health issues.

Clause 8.2 in the Holiday Van Owners Standard Operating Procedure on the website provides details of the Sales Process.

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.
- 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"). Internal Interested Parties will have an exclusive negotiation period of 2 weeks to negotiate the purchase of the assets from the selling Owner. After the expiry of the 2 week negotiation period and during the Van Sale Period, the selling Owner may sell their assets to a third party on no better terms and price than that offered to 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 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;
 - i. The Vendor and the Purchaser must acknowledge in written form 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. The Vendor and the Purchaser must acknowledge in written form 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.

- iv. 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.

An administration fee of \$450 will be charged for participation in the Holiday Van Sales Process which includes \$165 for a bulk valuation. Holiday Van Owners will be required to pay this \$450 when submitting the Sales Application Form. If the Van does not sell Port Stephens Council will retain \$165 from the administration fee for the bulk Valuation. Please note: Valuations that were held in the previous sale periods have a 24 month validity and may have expired. If this is the case a new valuation will be required and will be paid for out of the \$450 administration fee. If an individual valuation is required at a time after the bulk valuations have been carried out, a valuation surcharge of \$220 will be required on top of the \$450 administration fee.

KEY DATES:

- By the 20th Feb 2019** If you are interested in selling your van please complete and return the attached Holiday Van Sales Request form (12.4) **to Fiona Snow - holidayvanenquiries@portstephens.nsw.gov.au by 20th Feb 2019**
Van Owners to hand in their Van key at Holiday Park reception and sign the permission on the Holiday Van Sales Request form to allow the Valuer to enter their Van (if you choose not to do this your van will only be valued from the outside)
- 21st Feb - 7th Mar 2019** Compliance, safety checks and independent BULK valuations will be carried out on vans wishing to sell
- 8th Mar – 22nd Mar 2019** Official Sales Period will be internal sales only
- 23rd Mar – 30th Apr 2019** Official Sales Period will be for external sales (however internal sales can also occur during this period)

The Sale Process:

- 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 list we make available to interested parties who make contact with us directly. The list will be available from reception, by email and will be posted on our website. However, please be advised: we will not act as a vendor on your behalf.
- You must notify either Fiona Snow – Holiday Van Admin Officer (Monday to Friday only) or the Park Reception (02 4988 0990) via phone or email of any parties that you have given permission to pick up your key to access and look through your van. Keys will not be given out without prior permission being received.
- 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 Sales Period commencing and the interview taking place.
- We will not progress any Van Sales until the prospective buyer has received and acknowledged the safety / compliance 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 Manager.
- A Van Sale will only be finalized once written notification has been received by the Holiday Van 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 Van Admin Officer - on 02 4988 0650 to arrange the interview. We will endeavor to schedule the interview as quickly as possible however as our Park Managers are extremely busy it may take up to 2 weeks for a suitable time and date to become available.

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

APPLICATION FOR SALE OF HOLIDAY VAN

Site Number _____ Date _____

Surname _____ First Name _____

Address _____

Suburb _____ State _____ Postcode _____

Contact Phone Number _____ Mobile _____

Email Address: _____

Would you like Port Stephens Beachside Holiday Parks to make details of your Holiday Van available to prospective buyers? This would be via a list available for pick up at the Park office or emailed.

Yes No

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

Yes No

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

Inclusions: _____ (for Valuation purposes ONLY)

Exclusions: _____ (for Valuation purposes ONLY)

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

[To be inserted following receipt of the Valuation documentation and after final approval to proceed from Van Owner.]

There is a Sales Administration fee applicable of \$450 payable to the specific Holiday Park. This fee is to be paid by the seller (This fee is for Administration costs and the Costs associated with obtaining a Valuation of the Van and Associated Structures (excluding the site area (land component)). A valuation surcharge of \$220 will be payable if an individual valuation is required at a time after the bulk valuations have been carried out.

The Administration fee is to be paid with the submission of this form. I understand that caravans sold on site are only permitted to stay on site as per the Holiday Van Agreement terms and conditions.

I 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 can sell my van. I acknowledge that there is no avenue for appealing the Valuer's determination. I 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 Owners / Occupants. (Secondary / Permitted Users are NOT required to sign.)

Signed (Holiday Van Owner/Occupant 1) _____ Print Name: _____

Signed (Holiday Van Owner/Occupant 2) _____ Print Name: _____

Signed (Holiday Van Owner/Occupant 3) _____ Print Name: _____

Signed (Holiday Van Owner/Occupant 4) _____ Print Name: _____

Signed (Park Manager) _____ Print Name: _____