**Caravan / Cabin SALE PROCEDURE   
Terms and Conditions**

The owner of a dwelling on a holiday site in a caravan park may sell the dwelling or instruct the owner of the caravan park in writing to sell the dwelling while it remains on site, provided they agree that:   
  
**Permission to Sell On-site**

1. they will first complete and lodge with Management a Request for Permission to Sell On-Site Form.
2. they will not sell the dwelling while it is on-site without the prior written permission of the caravan park owner.
3. dwellings exceeding 20 years of age are not to be sold on site unless approved by Management.
4. they will undertake any maintenance work required by Management
5. they will pay all outstanding amounts in full before listing the dwelling for sale
6. they will pay the Dealer Listing fee of $500.00 upon requesting permission to sell on-site
7. the site agreement & associated occupancy rights end when the occupant sells the dwelling
8. they will make sure that the dwelling complies with any regulations under any Act with which it is required to comply
9. the park does not sell the dwelling but provides a referral service.
10. the park reserves the right to withdraw the permission to sell on site at any time.

**Sales Inquiries**

1. they will inform any prospective purchaser of the dwelling that the sale of the dwelling voids any current agreement that the occupant has with the holiday park owner
2. they will advise any prospective purchaser that they should make their own inquiries of the holiday park owner with respect to the prospects of entering into an agreement enabling them to occupy the holiday site in question.
3. the holiday park owner is not obliged to enter in to a holiday site agreement with the purchaser of any dwelling sold on a site.
4. they will inform any prospective purchaser that the site (Land) is not sold (only the dwelling)
5. they will direct all prospective purchasers to obtain a *Dwelling Sale* Agreement and Acknowledgement by Purchaser from the park office prior to finalizing the sale
6. One only park supplied For Sale sign can be displayed on the front door or window of the dwelling or Sale listing board
7. if the dwelling is advertised for sale by owner, the name of the park must not be included
8. the dwelling shall be listed for sale on the park noticeboard
9. the dwelling shall be listed for sale on the parks web site
10. Park staff will make the keys to your dwelling available to prospective buyers, for an unaccompanied inspection. The park takes no responsibility for damages or loss of goods due to these inspections.

**The Sale**

1. park owner / vendor and purchaser to attend settlement at office
2. site fees are not transferable
3. they will complete and sign a Sale Agreement form provided by Management
4. gate passes will be surrendered to the park owner at this time

If the owner does not agree to the selling terms then the owner may wish to end their agreement and sell the dwelling for removal or remove the caravan as per the Annual Holiday Site Agreement

**8. Ending of Agreement**

**8.1** This Agreement ends -

(a) if the Principal Occupant sells, transfers, assigns or bequeaths ownership of or title to the Dwelling; or

(b) if it is so agreed between the Principal Occupant and the Owner in writing; or

(c) if the Principal Occupant vacates with the consent of the Owner in writing; or

(d) if it is properly terminated by either the Owner or the Principal Occupant in accordance with this Agreement; or

(e) if the Principal Occupant abandons the Dwelling; or

(f) if the Caravan Park Business is sold; or

(g) if the Dwelling, beyond the reasonable control of the Principal Occupant, becomes unfit for human habitation or is destroyed totally or to such an extent as to be rendered unsafe; or

(h) if the Site or the Park becomes unfit for human habitation, or

(i) at the commencement of any new agreement in writing between the Principal Occupant and the Owner.

(j) on the Expiry Date or End Date.

**8.2**   
On the End Date the Principal Occupant must immediately vacate the Site and remove all of the Occupants’ property (including the Dwelling unless it has been sold to remain on the Site and the Owner has entered into an Annual Holiday Site Agreement with the purchaser) from the Site and in any event leave the Site in a clean and tidy condition.

**8.3**   
The Principal Occupant shall be entitled to a pro-rata refund of any prepaid fees if the Agreement ends for any of the reasons prescribed in paragraphs (b), (c), (f), (h) and (i) of Clause 8.1 or if the dwelling is sold on Site or if the Agreement is properly terminated by the Principal Occupant because of a breach by the Owner.