

Caravan Sales Agreement



ST MARY'S WELL BAY ROAD, LAVERNOCK, NR PENARTH, CF64 5XS
TEL: 02920 707512
INFO@BAYCARAVANPARK.CO.UK
WWW.BAYCARAVANPARK.CO.UK

Plot No: _____

SELLER (referred to as "the Seller" throughout this Agreement):

NAME(S): _____ CONTACT NO: _____

ADDRESS: _____

EMAIL: _____

PARK OWNER (referred to as "the Park", we, us or our throughout this Agreement):

Hamlett Enterprises Ltd, Ystrad Court, Ystradowen, Cowbridge, CF71 7TN

CARAVAN PARK

The Bay Caravan Park, St Mary's Well Bay Road, Lavernock, Nr. Penarth, CF64 5XS

CARAVAN DETAILS (referred to as "the Caravan" throughout this Agreement):

MAKE/MODEL: _____ YEAR: _____

SIZE: _____ BEDS: _____ SERIAL NO: _____

CARAVAN VALUATION

The Seller understands that the caravan must be clutter-free and easily accessible to be valued by the Park, and that the Park may be unable to provide a valuation if the Caravan is in a condition deemed unfit for sale. The Seller must also ensure that the exterior of the caravan is clean and grass is cut/strimmed prior to valuation. The Seller gives permission for a Park employee to enter the above Caravan for the purposes of a valuation. The Park will inform the Seller if a valuation could not be carried out and give the reasons why.

AGREED VALUATION (the sale price of the caravan following inspection): £ _____

ANY OUTSTANDING WORKS (works necessary/advisory before the caravan is advertised):

ADDITIONAL ITEMS (please note that these items are separate from the caravan valuation and are for additional items being left behind which falls outside the usual fixtures and fittings within a caravan. Please list all items below). £ _____

SELLER INSTRUCTIONS (what is expected of the Seller during the sales process):

If the Seller is intending to continue using the caravan until it is sold then the caravan will need to be kept clean and tidy inside, the exterior will be washed and the grass surroundings cut and tidy until the sale is completed. We also advise that Sellers should look to empty out as many personal belongings as possible to ensure a favourable view for buyers. Failure to do so will result in the Park carrying out this work at an additional cost – this will be deducted from the Sales Invoice.

I intend to continue using the caravan until it is sold and understand I will have a maximum of 7 days upon full payment to empty out all personal belongings and hand in all keys/fobs and food waste caddy. I understand that a charge will be incurred if these items are not returned.

If the Seller is not intending on continuing to use the caravan, then they must ensure that the caravan is clean and tidy inside, the exterior will be washed and the grass surroundings cut and tidy. If the Seller hands the Caravan owner in such condition, then the Park will continue to maintain this until the Caravan is sold.

I do not intend on using the caravan and will empty all personal belongings and return all keys/fobs and food waste caddy prior to the Caravan being advertised. I understand that a charge will be incurred if these items are not returned.

GAS/ELECTRIC (the caravan will receive a gas and electric safety certificate before changeover of ownership, regardless of when the last test was completed).

The Seller agrees for the Park to arrange these tests at a cost of **£200.00 inc VAT**. Any required repairs up to the value of £250.00 will be carried out at the expense of the Seller – anything above this amount will be discussed with the Seller first.

If the Seller wishes to arrange gas and electric safety tests personally then please tick this box.

The Seller acknowledges there must be sufficient gas for the gas test otherwise a charge for a new gas bottle will be levied – this will be deducted from the Sales Invoice.

METHOD OF PAYMENT (how the Seller is willing to receive sale proceeds):

CARAVAN SALE

CASH, agreed valuation minus the deductions (detailed on Sales Invoice). Buyers will only be able to purchase the caravan using cash funds if the seller is willing to receive their proceeds in cash.

BANK TRANSFER (BACS), agreed valuation minus deductions (detailed on Sales Invoice).

ADDITIONAL ITEMS

- CASH**, agreed amount between Seller and Buyer during sale.
- BANK TRANSFER (BACS)**, agreed amount between Seller and Buyer during sale. *Please note that by selecting this option the funds will be sent directly to the bank details from the Buyer. This will mean us providing your supplied bank details to the Buyer. We will also ask you to check that the funds have been safely received before hand over of keys is completed. Please also note that the Park will not take any responsibility for any fraudulent activity conducted as a result of passing on bank details.*

BACS DETAILS

Name on account: _____ Name of Bank: _____
Account Number: _____ Sort Code: _____

TERMS & CONDITIONS

DEFINITIONS:

- Licence Agreement**, your Agreement to site your Caravan on the Park.
- Commission**, charged on each Sale and is detailed below.
- Charges**, any Site Fees, Rates, Electricity, or any other sums due under the Licence Agreement.
- Purchase Invoice**, the invoice we use when the Caravan is sold to the new buyer(s).
- Sales Invoice**, the invoice submitted to the Seller upon completion of the Sale outlining any deductions.
- Completion Date**, the date the new buyer is handed the keys to the Caravan.

1. We will offer your Caravan for sale at the agreed valuation amount, plus VAT @ current applicable rate.
2. We may market your Caravan for sale at our expense. This may include taking photos of the Caravan, displaying posters inside the caravan and any other necessary marketing required.
3. As part of our commitment to trading fairly, we may tell any potential buyer anything we know about your Caravan or the Park which may influence their purchasing decision.
4. By Signing below you authorise us to sell your Caravan and thus we will sign the necessary documents to conclude the sale.
5. You will be consulted over any amendments or offers made in relation to the Caravan or the listed Additional Items.
6. We will receive the full amount detailed on the Purchase Invoice and will return it to you via the above agreed method of payment, less:
 - Any Commission due to us as detailed below.
 - Any Charges due to us up to the Completion Date.
 - Any other charges required to complete the sale.
7. This Agreement shall act as irrevocable notice by you to us to terminate your current Licence Agreement with effect from the Completion Date.
8. If you have a complaint regarding this Agreement then we encourage you to discuss it with us at: The Park Office.

GENERAL TERMS

1. Commission is charged at a rate of 5% for caravan valued over £9,999 and at a rate of 10% on all caravans valued below £9,999.
2. The inside of the caravan must be clean and tidy. If it is decided the Caravan requires professional cleaning then the cost of which will be deducted from the Sales Invoice.
3. The outside of the caravan must be clean. The cost to wash the exterior of the Caravan is £35 plus VAT @ current rate.
4. The grass outside the caravan must be cut and strimmed. The cost to cut the grass around the Caravan is £35 plus VAT @ current rate.
5. The Seller must make the Park Office aware of their intentions for using/not using the caravan during the sales process. In order for the seller to continue using their caravan during the process, a valid Site Licence Agreement must be held.
6. From the date of full payment of the Caravan, the sale will take up to 21 days to complete (the Completion Date). This can be extended if any repairs are needed following the gas and electric safety tests or for any further unforeseen circumstances.
7. The Sales Invoice and payment will be made/sent to the person(s) held on file in the Park Office, unless otherwise stated.
8. Please be advised that cheque payments can take up to ten working days to clear and will potentially delay the 21 days completion.
9. All caravans are valued using the Big Blue Book Caravan Guide.
10. Caravans over the age of 15 years cannot be resold or taken in part exchange on the Park.
11. A check of all gas appliances and ventilation must be carried out by a Gas Safe registered gas fitter, any defects must be rectified by the Seller and a certificate obtained prior to the completion of the sale.
12. A check of all electrical installations must be carried out by a qualified NICEIC registered electrician, any defects must be rectified by the seller and a certificate obtained prior to the completion of the sale.

SIGNATURES (*this is a legally binding Agreement. Before you sign you should read all of the above carefully. You will be bound by this Agreement once you sign below, so you should only do so if you fully understand and agree to its Terms. Please ask us before you sign if there is anything you do not understand*).

THE SELLER: _____ DATE: _____

THE PARK: _____ DATE: _____

Reg. Office: Ystrad Court, Ystradowen, Cowbridge, Vale of Glamorgan, CF71 7TN.

Reg. No: 00451510 England. Member of the Jacrow Group of Companies. VAT No: 449 789 671.