

## PERMISSION TO SELL GUIDELINES

**Central Coast Council will consider your request and permission may be granted to sell the van and associated structures subject to the following conditions (Reviewed 12 September 2016).**

The moveable dwelling (van, annexe and any other associated structures) and additions are currently located in the **LONG TERM CASUAL PRECINCT**.

Prior to any approval from Council (park owner) the moveable dwelling (van, annexe and any other associated structures) and additions shall be compliant and comply with the "Central Coast Holiday Parks Van and Associated Structures Standard".

Occupants are not to transfer the whole or part of the occupant's interest without the park owner's written permission. Any moveable dwelling sold without written Council approval will result in such being removed from the holiday park.

- **An appointment with Park Management is required prior to the purchase of any moveable dwelling (van, annexe and any other associated structures) and additions.**
- **The purchaser must approach Park Management directly with a written request to enter into an occupancy agreement under the *Holiday Parks (Long term casual Occupation) Act 2002* prior to the sale taking place. The purchaser must meet the requirements outlined in and sign the disclosure statement for Council to offer an Occupation Agreement.**
- Until such time as the Occupancy Agreement is signed and returned to the Park Management Office, the purchaser will not be permitted to occupy the moveable dwelling.
- Your Occupation Agreement will be terminated, when Park Management are in receipt of a bill of sale signed by the occupants (as written on the Occupation Agreement).
- You must make the purchaser aware that the sale is for the van, annexe and any other associated structures and additions only.
- Your account be fully finalised prior to sale.
- A copy of approval letter and disclosure statement is to be displayed on the moveable dwelling and be visible to potential purchasers.
- As is the case with your own current Occupation Agreement, Council is not obligated to provide the site indefinitely and, as such, no value should be placed upon the van occupying a particular site.

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- Storage fees will continue to be charged at a daily rate whilst the van, annexe and any other associated structures and additions are located on site.
- The purchaser is aware they will not be entitled to any assistance or compensation from the park owner for the cost of relocation or modifications now or in the future. Council is under no obligation to pay for relocation costs.

### **ADDITIONAL CONDITIONS FOR INTERNAL SALE**

- **The internal purchaser is advised and agrees to remove the van, annexe and any associated structure and additions from their current site prior to the sale being completed, providing vacant possession of that site in its natural condition free of all additions back to Council.**

### **SALE – REMOVAL OF MOVEABLE DWELLING FROM THE HOLIDAY PARK**

- **The purchaser is advised and agrees to remove the van, annexe and any other associated structures and additions leaving the site in its “natural” condition free of additions prior to the sale being completed.**
- Your Occupation Agreement will be terminated, when Park Management are in receipt of a bill of sale signed by the occupants (as written on the Occupation Agreement).
- You must make the purchaser aware that the sale is for the van, annexe and any other associated structures and additions only.
- Your account be fully finalised prior to sale.