

Pitch No

Purchase Agreement
for the Caravan at



Seller (Park Owner) (referred to as “we/us/our” throughout this Purchase Agreement)

Business name:	Dunwich Cliffs Estate
Office Address:	Alliance House Snape Saxmundham Suffolk IP17 1SW
Contact:	Liz Hatten – Park Manager
Telephone:	01728 688786 – office hours
Email:	liz@dunwichcliffsestate.com

Park details, if different from business name, address and contact details above:

Park name:	Dunwich Cliffs Estate		
Address:	Minsmere Road Dunwich Saxmundham Suffolk IP17 3DG		
Contact:	Alan Worth – Park Warden		
Telephone:	01728 648291 – office with answerphone	Mobile:	07598 623686
Email:	warden@dunwichcliffsestate.com		

You confirm your understanding and agreement.

Initials

Buyer(s) (referred to as “you/your” throughout this Purchase Agreement)

Name(s):			
<p>You are not allowed to live in the Caravan as your only or main residential home. You can only use the Caravan for holidays and recreational purposes. The ‘Frequently Asked Questions’ at the end of the Licence Agreement explain what we mean by this. In the space below, you must give us your only or main residential address. We will send all correspondence relating to the Caravan to the address you give us. If we ask, you must provide us with documents that show that you live at the address given below.</p>			
Your Address:			
Telephone day:		Telephone evening:	
Mobile:			
Email:			
Finance company (if applicable):			

If you use finance to buy the Caravan, then legally the finance company may be the buyer of the Caravan under this Purchase Agreement. You should check with the finance company before signing this Purchase Agreement.

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Caravan details

Make:		Model type:	
Serial number: (if known)			
Maximum sleeping capacity: (Persons)		Year of manufacture:	
Specification:	EN 1647 Holiday Home Specification		
Location on Park:			

<p>Aftersales service and warranty:</p>	<p>You are entitled to expect that any goods or services you receive from us conform with the contract. This means that the Caravan and any other goods and services that we sell or supply to you under this Purchase Agreement should match the description we have given to you. If they do not, please let us know as soon as you can, and we will try to resolve your concern.</p> <p>WARRANTY The following warranty applies to your caravan:</p> <ul style="list-style-type: none"> <input type="checkbox"/> On a new caravan– full manufacturers’ warranty. <input type="checkbox"/> On a second-hand caravan– three months. <input type="checkbox"/> On a second-hand caravan purchased from DCE – three months. <input type="checkbox"/> On a second-hand caravan purchased from a departing owner – no warranty given. In such cases the previous owners must sign a document confirming that DCE can pass their details on to the new owner. The purchaser and vendor will be informed that DCE is only acting as an agent and that no warranty is offered.
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	£
Agreed total purchase price (including VAT where charged):	

Special terms and instructions

<p>If we have agreed between us any special or extra terms which change or add to the standard terms in this Purchase Agreement, then they should be set out below. If there are no special or extra terms, then we should write ‘None’ in the space below. We should both add our initials beside it to confirm.</p>
<p>COMPLETE OR INSERT NONE AND ADD INITIALS</p>

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Payment

	£	Date Due
Deposit paid:		
Allowance for part exchange:		
Balance:		

Authorised means of payment

You may pay us in any of the following ways:

- By cheque at the Park office.
- By bank transfer using the following details:
Sort code: **40-25-31**
Account number: **81781383**
Account name: **Mr E King T/AS Dunwich Cliffs Estate**
Reference: **Your Pitch Number**

Estimated date

Estimated date when the Caravan will be available:

This date is only an estimate and may not be relied on as an essential term of the contract.

You must pay the agreed total purchase price to become the owner of the Caravan.

Pitch Fee

Annual Pitch Fee 2021 – Standard Pitch (subject to review):	£2,000.00 Plus VAT	Payment Dates:	<i>Deposit 17th December 2020 Balance 26th February 2021</i>
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Pitch Fee year:	Starts: 1 st November	Ends: 31 st October
Review Date – the Pitch Fee may change each year on:	1 st September	
The next Pitch Fee Review Date will be:	01-09-2021	

We may change the Pitch Fee each year on the Review Date shown above. We must give you one month's notice and tell you the reason(s) for the change. Please see clause 8 of the Licence Agreement for more details.

Rates (Local authority)

Current annual Rates for Caravan:	Included in Pitch Fee
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The Rates are reviewed each year and will change.

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Complaints

We want you to enjoy your Caravan. If you have any complaint relating to this Purchase Agreement, we encourage you to discuss it with us. Please refer to:

Name/Job title:	Alan Worth Warden	Telephone:	DCE Office 01728 648291
		Email:	warden@dunwichcliffsestate.com
Name/Job title:	Liz Hatten Park Manager	Telephone:	Office 01728 688786
		Email:	liz@dunwichcliffsestate.com

You must keep to the terms and conditions of this Purchase Agreement which are set out below. You must also keep to the terms of the separate Licence Agreement and to the Park Rules which are attached to this Purchase Agreement. The Licence Agreement and the Park Rules contain the terms on which you can site your Caravan on the Park and the rules you must keep to when you, your family and guests use your Caravan.

We have set out below a summary of some of the important terms of the Licence Agreement, but you should make sure that you read the whole Licence Agreement and the Park Rules.

Summary of some important terms of the Licence Agreement to keep the Caravan on the Pitch

Agreement Period: <i>To be filled in by office</i>	
Starts (estimated date where Caravan delivery date has not been confirmed):	Ends:
The date when you may first use your Caravan.	The date when your Licence Agreement expires.
This means that once the Licence Agreement Period has expired, you must arrange with us for the Caravan to be removed from the Park unless you and we enter into a new Licence Agreement. Neither you nor we have to enter into a new Licence Agreement.	
Pitch Fee:	You must pay the Pitch Fee by the Payment Date. The Pitch Fee will change each year as we review it following the procedure in clause 8 of the Licence Agreement.
Rate of Transfer Fee paid by you to us when you sell your Caravan privately on the Pitch:	15% of resale price achieved plus VAT where charged. "Resale price" refers to the total price paid by your buyer. This includes their payment for the Caravan, for any fixtures, fittings or property on the Pitch included and for the right to be issued with a new Licence Agreement under clause 6.2.7.
Right to replace Caravan:	Your right to replace the Caravan on the Pitch is limited to replacement only following destruction by fire, natural disaster or other similar occurrence. To upgrade the caravan permission must be obtained from the Park Owner.
No use as an only or main residence:	You can only use the Caravan for holiday and recreational purposes. You must not use the Caravan as your only or main residential home. Please see the Frequently Asked Questions supplied with the Licence Agreement for further explanation of what we mean by this. If you do use the Caravan as your only or main home, then you will be breaking the terms of the Licence Agreement. Your obligations are set out in clause 4.2 of the Licence Agreement and the consequences of breaking them are set out in clauses 11.1 and 11.2.

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You are entitled to use the Caravan each year:	From: 1 st March	To: 31 st October
Park Rules:	The Licence Agreement to keep the Caravan on the Pitch requires you to comply with the Park Rules (copy attached).	
Insurance:	You must insure the Caravan at your own expense in accordance with clauses 4.5 and 4.6 of the Licence Agreement. Your insurance must cover all the specified risks and the minimum values. Clauses 4.5.6 and 4.5.7 give either New-for-Old or Market Value insurance options. The option below applies to this Agreement:	
	New-for-Old Option <input type="checkbox"/>	Market Value Option <input type="checkbox"/>
Hiring out the caravan	IS NOT PERMITTED	

Terms and conditions of sale

1. We are pleased to accept your order for the Caravan detailed in this Purchase Agreement. You are encouraged to take time to read all the details of this Purchase Agreement and the related Licence Agreement and Park Rules. If you decide not to proceed within a period of five days from the date of this order and before you have paid in full, you may cancel without penalty by giving us notice in writing.
2. If you want to cancel this Purchase Agreement by cancelling outside the five-day “cooling off” period, you will have to pay us our reasonable costs and expenses that we incur as a result of you cancelling.
3. We will notify you when the Caravan is sited and ready for use. Any date given is approximate only and we shall not be liable for any delay if this occurs as the result of any cause beyond our reasonable control. However, if any delay exceeds three months then you may tell us that we must now complete the sale within a further 28 days from your notice. If we do not, you may then cancel the contract and receive a full refund of your deposit. You may only send us this notice after the delay has already exceeded three months.
4. You must pay the balance due for the purchase of the Caravan within 28 days after we have notified you under clause 3 above that it is ready for use. You may not take possession/ occupy the caravan until you have paid the balance in full. If you do not pay the balance due within 28 days after the day we inform you the Caravan is ready for use, then:
 - (a) we reserve the right to charge interest at 3% per annum over the published base rate of Barclays Bank plc (in Northern Ireland, the Ulster Bank) to cover the period from the end of that month until payment actually takes place or this contract is cancelled; and
 - (b) we may also tell you in writing that you must now pay in full within a further 28 days from our notice. If you do not, then we may cancel the contract. You will have to pay us our reasonable costs and expenses that we incur as a result of cancelling the contract.
5. Our reasonable costs and expenses recoverable under clause 2 or 4(b) above include the Pitch Fees that we would have received from you until the time that we can re-let the pitch to another person and any reduction in the price we achieve for selling the Caravan. We can deduct our reasonable costs and expenses from your deposit before returning any balance to you. If our costs and expenses exceed the deposit, then we may ask you to pay the balance.

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6. If the rate of VAT changes, we will make the necessary adjustments to the amount of VAT charged to you.
7. It is important the Caravan is insured at all times. Please check your Licence Agreement to ensure you meet the insurance requirements in accordance with clauses 4.5 and 4.6 and ask us about cover that may be promoted or introduced by us.
8. Nothing in these conditions will reduce your statutory rights relating to faulty or misdescribed goods. For further information about your statutory rights, contact your local authority Trading Standards Department or Citizens Advice Bureau.

Signatures

<p>This is a legally binding Agreement. Before you sign, you should read each page carefully and initial against it to confirm your understanding and acceptance.</p> <p>You will be bound by the Agreement once you sign below, so you should only do so if you fully understand and agree to its terms and conditions.</p> <p>Please ask us before you sign:</p> <ul style="list-style-type: none"> If you do not fully understand any term; If you believe that you have agreed a term with us which is not recorded in this Agreement, including the Special Terms and Instructions section. 	
SELLER (Park or representative):	BUYER(S):
<i>(Name)</i>	<i>(Name/s)</i>
DATE OF AGREEMENT:	
<p>There should be two signed copies of this Purchase Agreement: one kept by the buyer and one kept by the seller (Park).</p>	

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