

Pitch number
Electric Pitch
Solar Pitch



PURCHASE AGREEMENT

for a holiday caravan at

Dunwich Cliffs Estate
Minsmere Road, Dunwich
Saxmundham, Suffolk IP17 3DG

*Please read this document carefully and initial
the box at the foot of each page.*

Return the signed document to us; we will sign and send a copy to you.

INDIVIDUAL TERMS

1. Who we are: (we/us/our in this Purchase Agreement)

Our business name:	Dunwich Cliffs Estate	Contact name:	Liz Hatten Park Manager
Our office address:	Alliance House Snape, Saxmundham Suffolk IP17 1SW	Telephone:	01728 688786 Office hours
Park name and address, if different	Minsmere Road Dunwich Saxmundham Suffolk IP17 3DG	Email:	liz@dunwichcliffsestate.com

2. Who you are: (you/your)

Your name:		Telephone:	
Your main address*:		Email:	
Name of your finance provider (if applicable):			

Your Holiday Caravan is not your main home	You cannot live in the Holiday Caravan as your main home or register to vote here. It is for holidays only. The permanent address you give us must be your main home, where you live. It cannot be other holiday accommodation.
Finance	If you use finance to buy the Holiday Caravan, then legally the finance company may be the buyer of the Holiday Caravan under this Purchase Agreement. You should check with the finance company before signing this Purchase Agreement.

3. Your Holiday Caravan (Holiday Caravan)

Make:		Model year:	
Model:		Year of manufacture:	
Serial number:		Specification:	EN 1647 <input checked="" type="checkbox"/> Holiday Home Specification
Current pitch:		Will you be the first owner of the Holiday Caravan?	Yes <input type="checkbox"/> No <input type="checkbox"/>

Initial to confirm your understanding and agreement.		<i>Page 1</i>
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<p>Your Holiday Caravan is for holidays. It's not an investment</p>	<p>The purchase price for your Holiday Caravan is more than we are paying for it. It comes with the opportunity to spend some quality time on our Park. Like any business, we also make a profit on our sales.</p> <p><u>Holiday caravans are not investments.</u> As your Holiday Caravan gets older and the time on your Licence Agreement reduces, the value of your Holiday Caravan will reduce. Just like a car, the depreciation can happen quickly. It is likely to be particularly steep if your Licence Agreement ends early for any reason, including if you decide to remove the Holiday Caravan from the Park.</p> <p>If your circumstances change, you do not have the right to sell your Holiday Caravan back to us. If we do decide to make you an offer, the amount will be entirely our decision at the time. Whilst it is in place, the Licence Agreement does give you a right to sell privately and transfer the Licence Agreement. The buyer is likely to offer you less than you paid us, and we will charge the Transfer Fee which is explained in the Licence Agreement.</p>
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4. Aftersales service and warranty

<p>Aftersales service and warranty:</p>	<p>You are entitled to expect that any goods or services you receive from us conform with the agreement. This means that the Holiday 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</p> <p>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 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. <p>Your statutory rights are not affected by any warranty.</p> <p>In the case of new caravans, individual fittings/appliances may be covered by separate warranties and not by the Holiday Caravan manufacturer's warranty. Copies will be provided in your Holiday Caravan. You may need to take steps to register each warranty.</p>
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5. Purchase price, payment and completion

PURCHASE PRICE	£
Agreed price for the Holiday Caravan:	
Options:	
AGREED TOTAL PURCHASE PRICE (including VAT where charged):	

PAYMENT DUE	£	Due
Deposit paid:		
Balance:		

AUTHORISED MEANS OF PAYMENT

Payment will be made 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 when the Holiday Caravan will be available:

After paperwork completed, full payment and insurance documents received

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

6. Special terms and instructions

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.**

COMPLETE OR INSERT NONE AND ADD INITIALS

Initial to confirm your understanding and agreement.

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7. Your Licence Agreement and our Park Rules

We attach your Licence Agreement to keep your Holiday Caravan at our Park and our current Park Rules.

You will enter into your Licence Agreement when you complete the purchase of your Holiday Caravan. **If you change your mind about doing so, then you will have to make arrangements with us to remove your Holiday Caravan from the Park and you will be responsible for the costs of doing so. Make sure you fully understand and agree to everything in the Licence Agreement before you sign this Purchase Agreement.** Read each page carefully, including the Appendix. Pay particular attention to the key terms which are listed at the start of the Licence Agreement.

Our Park Rules will also apply between us. **Again, make sure that you fully understand and agree to our Park Rules before you sign this Purchase Agreement.** Note also that the Licence Agreement allows us to make changes to the Park Rules.

TERMS AND CONDITIONS OF SALE

Where to find information about us and your purchase

You can find everything you need to know about us and our holiday caravans before you order from the information we have given you during the sales process and from our website.

As these terms and conditions explain, when you buy from us you are agreeing that:

- You must pay us a deposit straight away, and any balance before we complete your purchase.
- We charge interest on late payments.
- We pass on some increases in VAT.
- We are not responsible for delays outside our control.
- Holiday caravans can vary slightly from their descriptions and pictures.
- If you bought remotely, for example online or over the telephone, you have a legal right to change your mind.
- You have rights if there is something wrong with your purchase.
- We can suspend supply (and you have rights if we do).
- We can withdraw holiday caravans.
- We can end our agreement with you.
- We do not compensate you for all losses caused by us or our holiday caravans.
- We use your personal data as set out in our Privacy Notice.
- You have several options for resolving disputes with us.
- Other important terms apply to our agreement.

1. You must pay us a deposit straight away, and any balance before we complete your purchase

You will own the Holiday Caravan once we have received payment in full.

2. We charge interest on late payments

If we are unable to collect any payment you owe us we charge interest on the overdue amount at the rate of 3% a year above the Barclays Bank PLC base rate from time to time. This interest accrues on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You pay us the interest together with any overdue amount.

3. We pass on some increases in VAT

If the rate of VAT changes between your order date and completion, we adjust the rate of VAT that you pay, unless you have already paid in full before the change in the rate of VAT takes effect.

4. We are not responsible for delays outside our control

If our supply of a Holiday Caravan is delayed by an event outside our control, we will contact you as soon as possible to let you know and do what we can to reduce the delay. As long as we do this, we will not compensate you for the delay. We explain below when you may cancel.

5. Holiday caravans can vary slightly from their descriptions and pictures

For example, the true colour of a Holiday Caravan may not exactly match that shown in our marketing. All sizes, weights, capacities, dimensions and measurements indicated by us can be out by up to 2%.

6. If you bought remotely, for example online or over the telephone, you have a legal right to change your mind, and we will tell you about this.

7. Guarantees

The Individual Terms section of this agreement contains details of any guarantee.

8. When you cannot change your mind.

You cannot change your mind about an order for Holiday Caravans that are made to your specifications or are clearly personalised.

9. The deadline for changing your mind

If you change your mind, you must let us know no later than 5 days after signing this agreement.

10. How to let us know

To let us know you want to change your mind, contact us as follows: **liz@dunwichcliffsestate.com**

11. We reduce your refund if you have used or damaged a Holiday Caravan

The reduction will only compensate us for its reduced value.

12. When and how we refund you

We refund you as soon as possible and within 14 days of you handing back the Holiday Caravan.

13. You have rights if there is something wrong with your Holiday Caravan

If you think there is something wrong, you must tell us. We honour our legal duty to provide you with Holiday Caravans that are as described to you and that meet all the requirements imposed by law. For detailed information please visit the Citizens Advice website www.citizensadvice.org.uk. Remember too that you have several options for resolving disputes with us.

14. We can change Holiday Caravans and these terms

We can always change a Holiday Caravan:

- to reflect changes in relevant laws and regulatory requirements.
- to make minor technical adjustments and improvements. These are changes that do not affect your use of the Holiday Caravan.

15. We can suspend supply (and you have rights if we do)

16. We can suspend the supply of a Holiday Caravan. We do this to:

- deal with technical problems or make minor technical changes;
- update the Holiday Caravan to reflect changes in relevant laws and regulatory requirements.

17. We let you know that we may adjust the price and may allow you to terminate

If we suspend supply, or tell you we are going to suspend supply, for more than three months you can contact us to end the agreement, and we will refund any sums you have paid in advance for the Holiday Caravan.

18. We can withdraw Holiday Caravans

We can stop providing a Holiday Caravan. We will let you know, and we will refund any sums you have paid in advance for a Holiday Caravan which will not be provided.

19. We can end our agreement with you

We can end our agreement with you for a Holiday Caravan and claim any compensation due to us (including enforcement costs) if:

- you do not make any payment to us when it is due and you still do not make payment within 28 days of our reminding you that payment is due;
- you do not, within a reasonable time of us asking for it, provide us with information or cooperation or access that we need to provide the Holiday Caravan, for example a decision about its specification;
- you do not complete your purchase within a reasonable time of being told by us that we are ready to do so.

20. We do not compensate you for all losses caused by us or our Holiday Caravans

We are not responsible for losses you suffer caused by us breaking this agreement if the loss is:

- **Unexpected.** It was not obvious that it would happen and nothing you said to us before we accepted your order meant we should have expected it (so, in the law, the loss was unforeseeable).
- **Caused by a delaying event outside our control.** As long as we have taken the steps set out in the section we are not responsible for delays outside our control.
- **Avoidable.** Something you could have avoided by taking reasonable action, including following our reasonable instructions for use.

21. We use your personal data as set out in our Privacy Notice

How we use any personal data you give us is set out in our Privacy Notice – see our website.

22. You have several options for resolving disputes with us

23. Our complaints policy

The Individual Terms section of this agreement contains details.

24. Resolving disputes without going to court

Alternative dispute resolution is an optional process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If we cannot resolve a complaint, then we will give you information about an alternative dispute resolution body and tell you whether we are prepared to use it.

25. You can go to court

These terms are governed by English law and wherever you live you can bring claims against us in the English courts. If you live in Wales, Scotland or Northern Ireland, you can also bring claims against us in the courts of the country you live in. We can claim against you in the courts of the country you live in.

26. Other important terms apply to our agreement

27. We can transfer our agreement with you, so that a different organisation is responsible for supplying your Holiday Caravan

We'll tell you in writing if this happens and we'll ensure that the transfer will not affect your rights under the agreement.

28. You can only transfer your agreement with us to someone else if we agree to this

We may not agree if we would have reasonable grounds for rejecting them as a buyer.

29. Nobody else has any rights under this agreement

This agreement is between you and us. Nobody else can enforce it and neither of us will need to ask anybody else to sign-off on ending or changing it.

30. If a court invalidates some of this agreement, the rest of it will still apply

If a court or other authority decides that some of these terms are unlawful, the rest will continue to apply.

31. Even if we delay in enforcing this agreement, we can still enforce it later

We might not immediately chase you for not doing something (like paying) or for doing something you are not allowed to do, but that does not mean we can not do it later.

SIGNATURES

This is a legally binding Purchase Agreement. You will be bound by it once you sign, so make sure you fully understand and agree to everything first. Read each page carefully, including the Appendix, and initial each page to confirm that you do.

Please ask us before you sign:

- If you do not fully understand anything
- If you think we have agreed anything which is not included

PARK OWNER (or representative):	HOLIDAY CARAVAN OWNER(S) (all owners must sign):
<i>(Signature)</i>	<i>(Signature/s)</i>
<i>(Name)</i>	<i>(Name/s)</i>
DATE OF AGREEMENT:	
There should be two signed copies of this Purchase Agreement: one kept by you and one for us.	

Attached: Licence Agreement
 Park Rules

PERSONAL DATA

We would like to contact you about goods and services offered by us which may be of interest to you.

- ☐ Please tick here if you **do not** want us to use your personal data to contact you by electronic means (email or SMS) with information about goods and services similar to those which were the subject of a previous sale or negotiations of a sale to you.

Please tick here if you **would** also like us to contact you with information about other goods and services which we feel may be of interest to you.

- ☐ Email
- ☐ Telephone
- ☐ SMS/text message

You may ask us to stop contacting you with this information at any time.

We will not supply the data to third parties for them to use in their marketing without your further permission.