

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

Business name:	St. Tinney Farm Holidays		
Address:	St. Tinney Farm, Otterham, Camelford, Cornwall PL32 9TA		
Contact:	Simone Windley		
Telephone:	01840 298274	Mobile:	07866 690318
Email:	info@st-tinney.co.uk		

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

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

Name(s):			
Address:	<p>You are not allowed to live in the Lodge as your only or main residential home. You can only use the Lodge 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 Lodge 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>		
Telephone day:	TBC	Telephone evening:	TBC
Mobile:		Email:	
Finance company (if applicable):			

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

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Lodge details

Make:		Model type:	
Serial number:	TBC		
Maximum sleeping capacity:	4 or 6 (Persons)	Model year and year of manufacture, if different:	2021
Specification:	BS 3632		
Location on Park:			

Aftersales service and warranty:	<p>You are entitled to expect that any goods or services you receive from us conform with the contract. This means that the Lodge 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><input type="checkbox"/> The Lodge is sold with the benefit of a warranty, details to be provided by the manufacturer</p> <p>Your statutory rights are not affected by any warranty.</p> <p>Individual fittings/appliances may be covered by separate warranties and not by the Lodge manufacturer's warranty. We will give you details on request. Copies will be provided in your Lodge. You may need to take steps to register each warranty.</p>
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	£
Agreed purchase price:	£
Options:	
	£
Agreed total purchase price (including VAT where charged):	£

Special terms & 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>NONE</p> <p style="text-align: right;">COMPLETE OR INSERT NONE AND ADD INITIALS</p>

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Payment

	£	Due
Deposit fee for securing lodge plot paid:	£	(Date – dd/mm/yyyy)
First payment of 50% of total Lodge cost	£	(Date – dd/mm/yyyy)
Remaining balance due two months before projected factory completion date (subject to change dependent on final greed build addition/deletion amendments):	£	(Date – dd/mm/yyyy)

Authorised means of payment

You may pay us in any of the following ways:

By bank transfer using the details provided on your invoice, from a UK bank account (we do not accept payment from overseas or cash transactions) to our UK bank account.

Estimated date

Estimated date when the Lodge will be available:	xx/xx/2021
This date is only an estimate and may not be relied on as an essential term of the contract.	(Date – dd/mm/yyyy)

You must pay the agreed total purchase price to become the owner of the Lodge, the lodge will not be collected from the factory until all payments have been made.

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Pitch Fee

Annual Pitch Fee (subject to review):	£2,499 including VAT where charged	Payment Date:	1st October annually <i>(Payment Date – dd/mm)</i>
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Pitch Fee year:	Starts: <i>(Start Date – dd/mm)</i>	Ends: <i>(End Date – dd/mm)</i>
Review Date – the Pitch Fee may change each year on:	1st August <i>(Review Date – dd/mm)</i>	
The next Pitch Fee Review Date will be:	01/08/2021 <i>(Date – dd/mm/yyyy)</i>	

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.

Pitch Fee due for current year:	£2,499 including VAT where charged	Current year's Pitch Fee due on:	01/10/2021 <i>(Date – dd/mm/yyyy)</i>
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Rates (Local Authority)

Current annual Rates for Lodge:	£ TBC including VAT where charged		
Rates due for current year (apportioned):	£ TBC including VAT where charged	Current year's Rates due on:	TBC <i>(Date – dd/mm/yyyy)</i>

The Rates are reviewed each year and will change.

Complaints

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

Name/Job title:	Simone Windley	Telephone:	01840 298274
	Business Partner/Owner	Email:	info@st-tinney.co.uk

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 Lodge on the Park and the rules you must keep to when you, your family and guests use your Lodge.

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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 your lodge on the pitch

Agreement Period:	
Starts (estimated date where Lodge delivery date has not been confirmed):	Ends:
<i>(Date – dd/mm/yyyy)</i> The date when you may first use your Lodge.	<i>(Date – dd/mm/yyyy)</i> The date when your Licence Agreement expires.
This means that once the Licence Agreement Period has expired, you must arrange with us for the Lodge 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 Lodge privately on the Pitch:	10 % 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 Lodge, 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 Lodge:	Your right to replace the Lodge on the Pitch is limited to replacement only following destruction by fire, natural disaster or other similar occurrence.
No use as an only or main residence:	You can only use the Lodge for holiday and recreational purposes. You must not use the Lodge 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 Lodge 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. You may not use the lodge continuously for more than 6 months at any one time without a break of at least 7 days, unless prior written permission is given by the park management.
You are entitled to use the Lodge each year:	From: 1st January <i>(Date – dd/mm)</i>
	To: 1st January <i>(Date – dd/mm)</i>
Park Rules:	The Licence Agreement to keep the Lodge on the Pitch requires you to comply with the Park Rules (copy attached).
Insurance:	You must insure the Lodge 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:

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	Market Value Option

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Hiring out the Lodge (for holiday and recreational use only):	<input type="checkbox"/> Is permitted.
	Where Hiring out the Lodge is permitted for holiday and recreational use only, it is subject to a separate agreement between us and you and will be on the following basis:
	<input type="checkbox"/> Voluntary and must be undertaken exclusively through us.

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Terms & conditions of sale

1. We are pleased to accept your order as set out above. You are encouraged to take time to read all the details of this Purchase Agreement and the related Licence Agreement. If you decide not to proceed within a period of 5 days from the date of this order, you can cancel by giving us notice in writing without penalty.
2. Where you have breached the agreement by cancelling outside the 5 day 'cooling off' period, we will be entitled to recover our losses incurred in consequence.
3. We will notify you in writing when the Lodge is sited and ready for use. Any date given for the Start Date 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.
4. We expect you to pay the balance due for the purchase of the Lodge two months before the scheduled factory completion date. If you do not pay the balance due within 28 days, we reserve the right to charge interest at 4% per annum over base rate from time to time of a London clearing bank (in Northern Ireland, a Northern Irish Bank) nominated by us to cover the period from the end of that month until payment actually takes place.
5. If the rate of value added tax changes between the date of your order and the date of completion, we will make the necessary adjustments to the amount of value added tax charged to you.
6. Risk of damage to or loss of the Lodge and ownership of the Lodge shall pass to you upon payment of the balance due actually taking place. You should therefore make your insurance arrangements to come into effect from that time. Please check your Licence Agreement to ensure you meet the insurance requirements and ask us about cover that may be available through our agency.
7. 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.

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Signatures

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.

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.

Please ask us before you sign:

- 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):
S. Windley	
<i>(Signature)</i>	<i>(Signature/s)</i>
<i>Simone Windley (Name)</i>	<i>(Name/s)</i>
DATE OF AGREEMENT:	
<i>(Date – dd/mm/yyyy)</i>	
There should be two signed copies of this Purchase Agreement: one kept by the buyer and one kept by the seller (Park).	

Attached: Licence Agreement
Park Rules

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