

Information for prospective Caravan Owners at The Creek Caravan Site

The following notes are a brief guide for those enquiring about purchase of a caravan on the Site.

1. The Site is owned and managed by the Ringstead Caravan Company Ltd. The Company was set up in 1978 in response to the attempts then being made to develop the Site in a manner which would have been a serious threat to the character of the area.
2. Majority control and day-to-day management of the Company and the Site are in the hands of the Fisher family, but seven caravan Owners are shareholders in the Company, and three of them are Directors, thus providing a useful means of influence over policy.
3. **Agreements** Every Owner has an Agreement to occupy a plot on the Site subject to Site Regulations etc, and it is this Agreement that a current owner would be selling. The Agreement is split into 2 periods, with the First Period terminating on 31/12/2008 and the Second Period terminating on 31/12/2019.
4. **The First Period** Part of the current Agreement includes arrangements to repay an original deposit of £3400. A new Owner taking over a plot in the First Period will be given an Agreement identical to that of the previous owner until the end of the First Period. If he/she subsequently decides to leave the Site before the end of the First Period he/she may claim repayment of the Deposit as provided for in the Agreement.
5. **The Second Period** For the Second Period the new Owner will have a different Agreement, similar to the Licence Agreement as recommended by the National Caravan Council and the British Holiday and Home Parks Association. During this period the value of Original Deposits repayable to Owners will reduce by one-tenth of the original total at the beginning of each calendar year, (i.e. £340)
6. **The Plot** When vacant plots become available they are first offered to Owners on Site in strict order of precedence. Since the licence is not tied to any particular plot, New Owners must normally expect to begin their occupation of a plot at the rear of the Site. Existing Owners who wish to exercise their right to move to another plot will be responsible for all the costs involved in moving their own caravan as well as that of the New Owner. They will be charged a relocation fee (current maximum £500) plus siting costs which will vary depending on the difficulties involved. However, if they are replacing their existing van the relocation charge will be incorporated into the breaking-up and resiting charges to which they will already be committed.
7. **Annual Fees** There is an Annual Fee to pay which, inclusive of rates, electricity and road charges, amounts to £1350 (2006). Insurance through Jardine Lloyd Thompson (or an alternative agent approved by the Company) is an extra requirement.
8. **Inheritance** Agreements may be willed to close relatives as part of the Owner's estate. In the event of the death of an Owner, the heirs may exercise the right to cancel the Agreement or to continue the occupation of the caravan on its existing plot.
9. **The Sale** If in the First Period an Owner wishes to sell, the consideration includes the Deposit, the value of the caravan and shed, and the estimated value of the outstanding period of the Agreement. Offers are invited from all whose names are on the waiting-list on the basis of an asking price, and normally the highest offer would be accepted subject to the approval of the Company.
10. The sale transaction must be conducted through the Company which will receive all moneys from the buyer and promptly account to the seller for the same after deduction of commission (currently 5%).
11. **Charges**
 - a) An Introductory Fee will be payable to the Company by the new owner (currently £2000). A negotiable Siting Charge (current maximum £1500) is payable by any Owner intending to move if a change of plot is involved. **NB. It is almost certain that there will be changes if the plot which is to be sold is in a favourable position towards the front of the Site.**

b) If the Company so decides, the new Owner may be required to replace the existing caravan, in which case the Introductory Fee is waived but the Siting Charge is still applicable. All new caravans must be purchased through the Company.

c) If the buyer wishes to bring on Site a used caravan (the term "used" meaning a caravan that has been sited on another park for not less than 2 years), or if the Company agrees that the existing caravan is of sufficient standard to remain on the Site for not less than 5 years, the Company may agree to this subject to payment of the Introductory Fee and Siting Charge set out in para 11a above.

d) If the existing caravan is to remain on the same plot, no Siting Charge will be payable.

Please remember that these are guidance notes only, and may be subject to change in the course of time.

There is currently a waiting list of people interested in joining the Site. If you wish your name to be added to this list please will you write to Nicky Fisher, Ringstead Caravan Company, Drakes Cottage, High Street, North Cheriton, Somerset BA8 0AL confirming your interest. Should a plot become available all those on the waiting list will be contacted with the details, an invitation to come and visit the Site and Caravan up for sale, an indication of what the owner is hoping to receive for the sale of his Agreement and caravan and the closing date by which offers should be received.

The last caravan and Agreement was sold in October 2004 for £46,250.