

FAQ's

Q *Will I own the chalet?*

A No. The chalet is owned by Marconi Holiday Villages Ltd but you can use it for as long as the lease permits as long as the tenant abides by the terms of the lease

Q *How long is left on the lease?*

A Typically 17 - 19 years are remaining; some have slightly more, some slightly less, although a few have been extended.

Q *What happens at the end of my lease?*

A The chalet reverts back to the landlord at no cost

Q *Can I extend the lease and if so what are the costs involved to do so?*

A Yes, we are offering extensions for 65 years backdated to 2006. The cost to do so at present is £10,800.00 plus our solicitor's fees (in the region of £ 906.00 inc vat) but this increases by approx. £ 700.00 + inflation each year

Q *What can my chalet be used for?*

A Chalets at Lavernock Point can only be used for holiday purposes. This is because the planning authority restricted the park to holiday use when planning permission was granted. This means the chalet may not be someone's main residence. That is why we ask you about your main residence and will continue to do so while you own the chalet.

Q *Can I live in the chalet?*

A Absolutely not. You must have a permanent residential address elsewhere to be on holiday from.

Q *What documents are required to provide proof of primary home ownership?"*

A Either a recent **Utility bill** or **Council Tax** demand (in your own name) **Plus** any of the following:- Electoral Roll entry, Benefits Payment Book, Tenancy Agreement, Driving or Gun Licence, recently issued Passport

Q *What is a "holiday"?*

A The standard dictionary definition of "holiday" is "an extended period of recreation, away from a person's home; a day of festivity or recreation when no work is done". There is no maximum or minimum duration for a holiday and no limitation on how frequently you may use the chalet for holiday purposes. The point is that you must be on holiday from your main residential address elsewhere.

Q *Can I work locally?*

A Having a job in the locality would be taken as strongly indicating the chalet is someone's main residence.

Q *Can I register with the doctor locally?*

A Of course people get ill on holiday and will use the local doctor in case of emergency. But someone with a main residence elsewhere should not normally need to register with a doctor for holiday periods unless they have particular health requirements.

Q *My main residence is overseas, does this count?*

A Yes but the Council would look at all the facts to decide whether the overseas property or the chalet is your main residence based on a number of factors. These would include whether you own the overseas property or, if it is rented then how long you have rented it for, how much time you spend in the chalet and how much in the overseas property.

Q *Can I run a business from the chalet?*

A Definitely not. This would be inconsistent with holiday use. It would also be a breach of your lease.

Q *Can my children go to local schools?*

A No because children go to schools near their main residence not their holiday home so it would be a strong indication that the chalet was not being used for holiday purposes.

Q *If I am retired, does that mean I am automatically on holiday?*

A No it does not. You can still only use your chalet if you have a sole or main residence elsewhere which you are on holiday from.

Q *Is there any restriction on the number of persons who may stay in the chalet?*

A Yes, there is a limit of six persons.

Q *Are there any times when the chalet may not be occupied at all?*

A Yes. The park is open from 1 March to 31 December each year and the chalets may not be used at all outside this period.

Q *Can I sub-let the chalet?*

A Not on a commercial basis. There is a limited right to sub-let to one person for up to 4 weeks (12 weeks in aggregate in any calendar year). This is intended to allow you to let a family member use the chalet. Please note however that whether you are using the chalet yourself or whether a member of your family is using it under this

clause, it can only be used for holiday or recreational purposes and must never be used as an only or main residence.

Q *Can I buy a chalet in my name but allow family members to occupy it without invoking the limited sub-letting clause 16(c)?*

A No. If a member of your family or a friend (or indeed anyone else) were to occupy the chalet during periods when you yourself were not in occupation then they would fall under clause 16(c) and the restrictions in that clause must be complied with. You would therefore be in breach of your lease if you were to buy a chalet in your name and let a family member use it other than in accordance with clause 16(c).

Q *Where can I view copies of the restrictions which apply to use of chalets on the park?*

A. You should look at the planning permission records and caravan site licence which are available for inspection free of charge on the council's website.

Q *Can I have post delivered to me at the park?*

A No. We do not allow this because if post were routinely delivered to you at the park that might tend to suggest that you are living there.

Q *Can I bring my dog to the park?*

A Yes provided it is kept under proper control at all times

Q *Will I be responsible for insuring the chalet myself?*

A Yes, the park will not take out any insurance on your chalet and you are required by your lease to comprehensively insure against fire and all the usual risks through our agent (currently Jardines).

Q *What if I sell my main residence after buying a chalet?*

A As soon as your main residence has been sold and not replaced with another main residence, you will be in breach of planning regulations and your licence agreement and contravening the terms of our site licence.

Q. *What happens if I break the holiday restriction?*

A. You are required by your lease to comply with the holiday restriction and the holiday only condition on the planning permission. If you were to breach your lease by using the chalet other than for holidays or allowing someone else to do so, we would ask you to stop doing so. If you were to fail to comply with our request, we would be entitled to forfeit your lease and take your chalet back. The planning authority might also take action against the breach of the holiday condition by serving an enforcement notice.

If you have any other questions please do not hesitate to ask us.

Information Pack
for Prospective Purchasers
of holiday chalets at

Lavernock Point Holiday Estate

Tel: 02920 707310

www.lavernockpoint.com

LAVERNOCK POINT HOLIDAY ESTATE INFORMATION SHEET

About Lavernock Point Holiday Estate

Lavernock Point is the closest self-catering holiday accommodation site to Cardiff. It is ideally situated 2 miles from Penarth on elevated ground overlooking the Bristol Channel with wonderful views extending from the Severn Bridge to the Somerset coast with the beautiful skyline of Exmoor beyond. Holidaymakers at Lavernock Point find a haven of peace and quiet whilst at the same time being within easy reach of the cultural centre of Cardiff. Local attractions within 10 miles include Cardiff bay, the millennium stadium, the internationally acclaimed Welsh folk museum, Cardiff castle, the national museum and numerous cinemas, theatres, golf course, nightclubs, restaurants and large shopping malls. To the north are the famous Welsh valleys and there are castles by the score with even a roman fortress for good measure.

We shall be happy to provide you with details of activities and attractions on request.

Holiday Chalets at Lavernock Point

The village has beautiful self-catering chalets, most enjoying spectacular views over the Bristol Channel. We have an outdoor swimming pool, clubhouse and restaurant all of which are open in the high season whilst a shop is conveniently situated just 1½ miles from the village.

The chalets are for holiday use only and cannot be occupied as a sole or main residence.

Lavernock Point Holiday Estate is a holiday village for those wishing to enjoy a peaceful haven and quiet holiday surroundings. The restriction to holiday use is strictly enforced and the holiday ambiance preserved. The chalets are not to be viewed as an alternative to more costly residential accommodation.

We will require proof that the chalet will be used for holiday purposes only and not as your sole or main residence. Satisfactory proof of residence elsewhere must consist of a combination of **current** (within 3 months) items from the 2 following categories:

Section 1 (at least 1 must be supplied from)

- Council tax bill containing purchasers name (partner or spouse's sole name will not be acceptable)
- Utility bill containing purchasers name (partner or spouse's sole name will not be acceptable)

Section 2 Plus 1 of the following

- Electoral roll entry
- Benefits payment book
- Tenancy agreement
- UK driving licence or gun licence
- Recently issued passport

The residential address on which you rely in order to satisfy the holiday restriction must be the address at which you will be living after your purchase of a holiday home at Lavernock Point and **must not** be an address at which you have ceased or will cease to live following your holiday home purchase.

The holiday village is open from 1 March to 31 December and the chalets may not be used at any time outside this period. Although they may be used at any time during this open season, the restriction to holiday use only prevents anyone using them as a main residence during the season and then seeking temporary accommodation elsewhere during the closed season.

Owners may sell their chalets but the company's consent must be obtained before any transfer of ownership or assignment of lease can take place. It is our policy to give consent only if the prospective purchaser can provide satisfactory proof that the chalet will be used for holiday purposes only and not as their sole or main residence.

All the chalets are leasehold and most have around 24 years remaining on the lease. When the lease expires, you cease to have any interest in the chalet which automatically reverts back to the landlord. You should seek advice as to your leasehold rights.

The lease contains a number of important obligations on your part including these

- You are not allowed to sub-let the chalet unless you appoint the company as sole agent. In that event the company will be entitled to charge a commission on all rents received by you at 25% of the rent actually received or the current Tariff Rental, whichever may be the higher.
- The lease contains a provision entitling the company to forfeit the lease in the event of breach. You will always receive notice of breach and be given an opportunity to remedy it.
- No pets are allowed unless kept under proper control at all times.
- No parking is allowed except in the designated parking areas
- No signs may be displayed.
- There are restrictions on noise, nuisance etc aimed at preserving the park's amenity.

The lease contains further covenants and you should read it carefully.

Each chalet has a patio area of approximately 6ft to the front and 2ft to the sides and back. Although the patios of some chalets have been extended beyond this, the areas outside the lease remain the property of the company. The company is no longer granting permission for extensions for the erection of boundary walls, storage boxes, etc.

You may not have mail delivered to you at the park and the company is no longer accepting mail on behalf of chalet owners. All mail should be sent to your permanent residential address and that is the address at which the company will correspond with you.

About the company

Lavernock Holiday Estate is owned by Marconi Holiday Villages Ltd whose registered office, the address at which all legal notices should be served and where correspondence can be sent to the company, is at

Marconi Holiday Villages Ltd
Site Office Fort Road
Lavernock
Penarth
South Glamorgan CF64 5XQ

Registered in England and Wales. Company registered no. 00687271.

We look forward to welcoming any person wishing to purchase a fine holiday chalet in beautiful surroundings where they can enjoy peaceful and relaxing holidays.

RESIDENTIAL ADDRESS FORM

I/We understand that I/we are purchasing a chalet for holiday use only and that this means I/we will not be able to live on the park and will always have to maintain a main residence elsewhere.

My/Our sole or main residential address, to which all correspondence will be sent, is the following:

House name or number:

Name of street:

.....

Town:

County:

Country:

Postcode:

I/We confirm that this is an address at which I/we genuinely reside and not an address provided to me/us by a relative or other person for the purpose of this form.

I/We understand that use of the chalet for anything other than genuine holiday purposes is likely to be a breach of my/our lease and a breach of the conditions of the park’s site licence and planning permission and may lead to enforcement action being taken against me/us by the planning authority and/or termination of my/our lease.

I/We understand that the residential address on which I/we rely in order to satisfy the holiday restriction must be the address at which I/we will be living after purchase of a chalet at Lavernock Point and **must not** be an address at which I/we have ceased or will cease to live following my/our chalet purchase.

I/We undertake to notify the park promptly in writing should my/our sole or main residential address (as stated above) change.

Signatures of all customers:

Name **Signature** **Date**

Name **Signature** **Date**

Request for Approval – to be signed by Intending Assignee

I/We the undersigned hereby request the approval of Marconi Holiday Villages Ltd to an assignment to me/us of the lease of Chalet No: Lavernock Point Holiday Estate, Fort Road, Penarth, Vale of Glamorgan CF64 5XQ.

I/We have read and understood all the terms of the lease of the above chalet which is to be assigned to me/us and the other contents of the Lavernock Point Holiday Estate Information Pack and been given the opportunity to take independent legal advice.

I/We understand that:-

- The above is a leasehold holiday chalet and when the lease expires it will revert back to the landlord and I/we will lose all rights of entry.
- The chalet may not be used as my/our only or main residence and is strictly a holiday chalet on a holiday estate for leisure and holiday use only and must not be used at any time during January and February each year.
- No more than 6 persons at a time are permitted to use the chalet.
- I/We may not permit the chalet to be used by anyone other than myself/ourselves or my/our immediate family members unless I/we pay the company a commission at the rate of 25% of the tariff rental, whether I/we receive payment or not, for any period of such use.
- The chalet is leased with a patio area measuring 6ft to the front and 2ft to the sides and back and any encroachment outside that area will be removed.
- All the chalets on the park must be uniform in appearance and I/we may not alter the external structure or erect decking or any storage boxes or garden sheds without written permission from the landlord.

I enclose a completed and signed Residential Address Form.

Signatures of all Intending Assignees:

Name **Signature** **Date**

Name **Signature** **Date**

SALE FILE FRONT SHEET

This file should contain

| Item | Tick |
|--|------|
| Request for Approval of intending Assignee | |
| Consent to assignment signed on behalf of the company | |
| Invoice | |
| Lease (signed) with current Park Rules attached | |
| Evidence of the identity of ALL the customer(s) | |
| Residential address form (signed) | |
| Evidence of residential addresses of ALL the customers | |
| Customer Checklist (completed and signed) | |

NOTES

- Are all the customers named on the forms?
- Are they all named on the lease?
- Have all the customers signed the documents?
- Is the evidence of identity
 - up to date
 - satisfactory
 - verified or checked against an original document?

- **Prices to Own a Chalet at Lavernock Point**
- **2018 - 2019**

| | |
|---------------------------------|-------------------|
| Site Maintenance * | 962.76 |
| Ground Rent | 50.00 |
| Water Rate | 216.99 |
| Insurance | 219.91 |
| Council Tax | 660.45 |
| Electric Standing Charge | 81.05 |
| Vat | 218.77 |
| Total | £ 2,409.93 |

*

(This amount may vary according to size of chalet)