

RESIDLAND – General Sales Conditions

I - DEFINITION OF A MOBILE RESIDENCE

- According to the definition established by NF EN 1647 (December 1998), a mobile residence, or mobile home, is a mobile leisure vehicle, which does not satisfy the requirements for the construction or use of road vehicles, conserves its mobility and is intended for temporary or seasonal use, not as a primary permanent residence.
- Because it is considered a caravan by the Minister of Equipment and Transport (February 29, 1988), a mobile home must permanently conserve its means of mobility (tires and tillers) so as to be able to be moved at any moment and without delay from its location by one of its four sides.
- You cannot add a cement terrace, a veranda made of breeze-blocks or any other "hard" installations (fences, garden sheds) to your seasonal mobile residence. Doing so would compromise the mobility of your residence. Only terraces and awnings which are easily taken apart and which do not hinder mobility are authorized.
- Your mobile residence should rest on blocks which are not fixed to the ground and can be stabilized only by pickets, or similar methods, which are quickly and easily removed.
- The means in which mobile homes are connected to services such as water supply and drainage, electricity, gas, telephone, television or other such services must be in compliance with current regulations and codes. These connections do not interfere with the mobility of the residence as they are easily disconnected.
- A mobile residence should not be confused with a Lightweight Leisure Habitation (HLL), the generic term for any residence without foundations and easily taken apart, such as a cottage or bungalow. The legislation concerning HLLs is different and more constraining than that concerning mobile homes.

II - INSTALLATION REQUIREMENTS

- Current regulation assumes that your mobile residence will be installed on a campsite or in a Residential Leisure Park (PRL). According to current legislation, a building permit is not required of a mobile residence as long as its area does not exceed 40 m² and it conserves its mobility. As the owner of a mobile home, you are not subject to a habitation tax, despite connections to electricity (EDF) or other services. However, a tourist tax (of a few euros a day) is applicable to mobile homes.

According to its status, a mobile home is considered a leisure vehicle (like a large caravan), not a structure. It is, therefore, not considered (for tax purposes, for example) as a permanent secondary dwelling. The legal term used for mobile homes is "mobile leisure residence", the use of the word 'leisure' emphasizes its temporary or seasonal use and the fact that, legally, it may not serve as a main and permanent dwelling. The legal term, "mobile residence", designates caravans used by travellers. The November 2005 law instituting a 75 € / m² habitation tax does not apply to this category .

- If you wish to install your mobile residence on private property, you must request an authorization from the town hall or mayor's office. Depending on the situation, the town hall or mayor's office may provide a parking permit for a maximum 3 month period, require a building permit, impose local taxes or, as frequently happens, refuse your request. In addition, even with permission from the mayor or town hall, the DDE (Department of Equipment) can call into question at any moment your placement since having a mayor's permission is not an exemption from current regulations.
- It is, for these reasons, highly recommended that you place your mobile home in a campsite or residential leisure park, which are the only places permitted by current legislation.

III - PLACEMENT LEASING AGREEMENT

- Before acquiring a mobile home, you should find an area in which to install it and agree to a leasing contract with the owner of the campsite or residential leisure park. This contract stipulates that the rental of the grounds is temporary and intended solely for leisure purposes. Do not forget that you are only renting the location on which your mobile home is placed: your contract is subject to renegotiation each year. The owner of the property provides the use of the establishment's services (water, gas, electricity, occupation royalties, etc), while you are responsible for payment and for insuring your mobile home.

- A mobile home is generally considered by insurers as a caravan, excluding road travel. If, however, a "caravan" contract is not available, the insurer may propose an "individual dwelling" contract. If you have trouble finding a specific type of insurance, the French federation of camping and caravans proposes solutions for its members. (FFCC: 78, rue de Rivoli, 75004 PARIS; Tel: 0142728408)

IV - MOBILE HOME AND GROUND SURFACE AREA

- According to standards concerning ground occupation coefficient (COS), the surface area of your mobile home, in a campsite or residential leisure park (PRL), should not occupy more than 30% of the area of your plot. The COS includes not only the mobile home but also any attachments such as a garden shed, awning or terrace measuring more than 60 cm in height (terraces are usually 40 cm high in order to reach the threshold of the door).

Camp sites :

- In a campsite, lots accorded to mobile homes are not necessarily larger than those allotted to caravans. Plots must simply be in compliance with current standards, with an average surface area of 90 m² in * and **, 95 m² in *** and 100 m² in **** and a minimum surface area of 70 m² in * and ** and 80 m² in *** and ****. Often times, however, residential lots exceed the average size required.

If you have, in a campsite, a lot measuring 100 m², your mobile residence should not exceed 30 m². If you wish to install a mobile residence measuring 40m², you must request an area of at least 135m².

Residential Leisure Park (PRL) :

- A residential leisure park is considered intermediate between a campsite and multiple tourist properties. You can buy a lot, as opposed to in a campsite, or rent one for an established period of time. More space is accorded to mobile homes in residential leisure parks than in campsites, with an average surface area of 200 m² per lot.

V - TRANSPORT, INSTALLATION AND CONNECTION

- The transport of your mobile home must be carried out by professionals. The process is therefore relatively expensive and the cost varies depending on distance (it is usually 4 to 5 € per kilometre depending on the size of the convoy and includes a fee for loading and unloading). As for the installation (ensuring that the mobile home will not move and connecting it), its cost varies from 500 to 2000 € depending on the accessibility of the terrain, sometimes even more if installation by crane is necessary.

- Taking into account these extra expenses, it is beneficial for you to consider an "all-included, delivery and installation" purchase.

- Remember that the levelling and securing of your mobile home must be precise in order to permit the doors of the mobile residence to open easily. Furthermore, the securing and connecting of the mobile home is the responsibility of the person doing it and does not factor into the guarantee of the manufacturer.

RESID'LAND proposes lots on different campsites in their region, a large selection of new or used mobile homes, and the possibility of transporting and installing your mobile home. For any additional information, don't hesitate to contact them.

VI - GUARANTEE AND AFTER-PURCHASE SERVICE FOR INDIVIDUALS

When you purchase a new mobile home with RESID'LAND, you will sign a sales contract which establishes general conditions of sale and guarantee.

The conditions of guarantee only apply to your mobile home. For any problem concerning SAV, the retailer with whom you signed a contract will be the sole negotiator. He/she will be responsible for examining your request for SAV, appraising the nature and cause of any problems, ordering any spare parts and repairing your mobile home.

The guarantee concerning your mobile home is, in general, valid for one year.

We recommend a thorough walk-through with your sales representative as soon as your mobile home is secured and set up.

We would like to remind you, as indicated in your mobile home's user's guide, that :

- 1) Securing and levelling your mobile home is imperative and requires careful attention. A poorly secured mobile home, which does not conform to our recommendations and is not perfectly horizontal, may cause problems in closing doors or windows, which would not be covered by the guarantee.
- 2) The door of entry and the windows are equipped, during transport, with 2cm X 2cm black plastic wedges, which must be taken off and disposed of. Keeping these wedges could cause problems in opening and closing the door and windows which would not be covered by the guarantee.
- 3) That the effects of transport may cause a misalignment of the door of entry. The hinges of the door of entry, however, can be easily adjusted.
- 4) That the effects of transport may cause a misalignment in the kitchen or bedroom door. The hinges of these doors are, however, completely adjustable.
- 5) The electrical appliances and water heater are delivered with the user's guide provided by their manufacturer. Refer to it in order to ensure correct use and to avoid any malfunction.
- 6) Any minor aesthetic defects are not covered by the guarantee.
- 7) Any defect resulting from misuse (a scrape on the floor during unpacking, obstruction of ventilation, not dry-cleaning upholstery, etc.) is not covered by the guarantee.
- 8) The guarantee does not cover any of the following :
 Normal wear and tear due to use
 Intensive use of the mobile home as a principle residence
 Poor upkeep of the mobile home
 Unnecessary manipulation of the original parts or installations
- 9) Respecting both the directions concerning the times when your mobile home is unoccupied and the measures of security is imperative.
- 10) Repairs carried out under guarantee do not serve to extend the guarantee.
- 11) The guarantee is limited to the replacement or repair of the part or parts recognized as defective and to the costs of labour resulting from the repair. The responsibility of the manufacturer is exclusively limited to the guarantee as it is defined above. RESID'LAND is not responsible for direct or indirect damages to persons or objects, even if they are a result of a defect or fault of the product sold.