

**TIPPERARY (SOUTH RIDING) COUNTY COUNCIL**

**CARAVAN/MOBILE HOME LOAN AGREEMENT**

**THIS AGREEMENT** is made the \_\_\_\_\_ day of \_\_\_\_\_ two thousand

**BETWEEN** \_\_\_\_\_ of \_\_\_\_\_ in the County of Tipperary (hereafter called "The Borrower") of the One Part and **THE COUNCIL OF THE COUNTY OF TIPPERARY (SOUTH RIDING)** having its offices at the County Hall, Clonmel, in the County of Tipperary (hereinafter called "the Council") of the Other Part **WITNESSETH** as follows:

1. The Council at the request of the Borrower will advance to the Borrower the sum of £ \_\_\_\_\_ (hereinafter called "The Principal Sum") pursuant to the provisions of Section 25 of the Housing (Traveller Accommodation) Act, 1998.
2. The Principal Sum shall be repaid by weekly instalments over a period of 5 years, together with interest at the prevailing rates (variable). The first of the said weekly instalments shall be due and payable within one week of the purchase of the caravan by the Council.
3. If the Borrower shall make default for the period of one calendar month in the payment of any of the aforesaid weekly instalments the Council may by Notice in writing demand payment of the entire outstanding balance of the Principal Sum and all interest thereon whereupon the same shall immediately become due and payable.
4. The interest rate specified above and the amount of the said weekly instalments shall be increased or decreased as the case may require if the rate of interest at which the Council borrow the Principal Sum or any instalment thereof varies from the rate at present payable by the Council and the amount of any such increase or decrease in the rate payable by the Council.
5. The Borrower shall keep the said caravan/mobile home in good and substantial repair and condition and shall keep the same insured against fire in the joint names of the Council and the Borrower.

6. The Caravan shall not be sold, traded, exchanged or given to any person by the Borrower and shall not be moved outside of the Administrative Area of Tipperary South Riding County Council without the consent of the relevant Housing authority.
7. In this agreement where the context so required words importing the masculine gender shall include the FEMININE gender and words importing the singular number shall include the plural and obligations undertaken by more than a single person are joint and several obligations.
8. Any demand hereinbefore referred to shall mean a demand by the Council or on behalf of the Council by the County Secretary or other Officer of the Council or by any Solicitor verbally or by a Notice in writing which shall be sufficient if sent by post or left at the address of the Borrower herein given.

Signed by the Borrower:-

Witnessed By:-

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County Secretary