



Victor Harbor Holiday and Cabin Park

ANNUAL SITE LICENCE AGREEMENT

Name-

Site-

VICTOR HARBOR HOLIDAY AND CABIN PARK
ANNUAL SITE LICENCE AGREEMENT

Date: 11 September 2019

Parties: ACROSS AUSTRALIA PARKS AND RESORTS PTY LTD trading as Victor Harbor Holiday and Cabin Park, of 19 Bay Road Victor Harbor SA 5211 (“Owner”)

and

(name) of

(“Occupier”)

INTRODUCTION

- A. The Owner owns the Caravan Park, which includes the Site.
- B. The Occupier has requested the Owner, and subject to the terms of this Agreement, the Owner has agreed, to allow the Occupier the use of the Site as a Long-Term Holiday Site.
- C. The Site is not intended by either party to be used as the principal place of residence of any person, or for commercial purposes.

AGREEMENT

1. Definitions and Interpretation

1.1 Definitions

In this Agreement, unless the context requires otherwise -

“Abandoned Goods” means goods (including a Dwelling which is not a fixture) which become abandoned under Clause 11.2.

“Agreement” means this document.

“Annual Site Agreement” means an agreement to occupy a specified Long-Term Holiday Site at the Caravan Park for a fixed term of one year.

“Caravan Park” means the caravan park specified in the Schedule.

“Commencement Date” means the date specified as such in the Schedule.

“Direct Debit” means an arrangement made with an Authorised Deposit-Taking Institution in Australia, that allows park owner to transfer money from a person's account on regular agreed dates to pay site fees.

“Default Interest Rate” means 12% per annum.

“Duty” means an obligation imposed by law or by this Agreement upon either or both the Owner or the Occupier as the context requires.

“Dwelling” means a moveable dwelling located on the Site.

“End Date” means the Expiry Date or the day upon which this Agreement is terminated, whichever shall occur first.

“ESCOSA” means the Essential Services Commission of South Australia or if that body no longer exists, the body or entity which fulfils the duties of ESCOSA at the date of this Agreement.

“Excluded Disputes” means disputes primarily relating to -

- (a) unpaid site fees or charges, and interest charged thereon;
- (b) the termination of this Agreement;
- (c) the relocation of the Dwelling within the Caravan Park; and
- (d) the Park Rules.

“Expiry Date” means the day being one year after the Commencement Date.

“Further Agreement” means a further agreement offered by the Owner under clause 13.2.

“Long Term Holiday Site” means a site within the Caravan Park which has been reserved for an occupier for an extended period and upon which is situated a moveable dwelling which is occupied from time to time on a Non-Residential Basis.

“Motor Vehicle” includes motor car, motor truck, motorcycle, motor-scooter, utility, sports utility vehicle, camper vehicle and any other motorised vehicle.

“Non-Residential Basis” means, in respect to a site, that the site is not occupied by any person as his or her sole or principal place of residence.

“Occupants” includes the Occupier and the Permitted Occupants.

“Owner” means the person or entity named as such in the Schedule and includes the Owner’s Authorised Representative.

“Owner’s Authorised Representative” means any person authorized in writing by the Owner as such for the purposes of this Agreement, or an attorney barrister solicitor or real estate agent acting with the authority of the Owner from time to time.

“Park Rules” means the rules published by the Owner from time to time in accordance with the Regulations.

“Permitted Continuous Period” means 45 days.

“Permitted Nights” means the number of nights specified in Schedule 1.

“Permitted Occupants” means the Occupier and the other persons named in the Schedule as permitted occupants.

“Principal Occupant” means the person named as such in the Schedule and who has signed this Agreement for himself or herself and on behalf of all Permitted Occupants.

“Relocation Costs” means the reasonable costs of relocating the Dwelling in accordance with a direction of the Owner under clause 7.1 hereof but, for the avoidance of doubt, must not include any allowance for loss of amenity.

“Schedule” means the schedule to this Agreement.

“Site” means the site within the Caravan Park, as specified in the Schedule.

“Site Fee” means the site fee specified in the Schedule.

“Statutory Order” means any order, requirement or recommendation made by any competent authority including but not limited to State or Federal Government agencies, statutory bodies, Courts, Tribunals or Local Government agencies, and issued to either the Owner or an occupier of the Site.

“Term” means the term specified in clause 2.2.

“Vehicle” includes Motor Vehicles, caravans, trailers, boats, aircraft and watercraft.

“Visitor” means a person, other than an Occupant, who occupies the Site at any time with the consent of any of an Occupant, and any person coming on to the Caravan Park to visit any person occupying the Site at any time.

“Works” means any building, renovation, refurbishment or maintenance works.

1.2 Interpretation

1.2.1 words importing the singular shall (where appropriate) include the plural and vice versa;

1.2.2 words importing any one gender shall (where appropriate) include the other gender;

1.2.3 words importing natural persons shall (where appropriate) include corporations, firms, unincorporated associations, partnerships, trusts and any other entities recognised by law and vice versa;

1.2.4 headings are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement;

1.2.5 references to any statutory enactment or law shall be construed as references to that enactment or law as amended or modified or re-enacted from time to time and to the corresponding provisions of any similar enactment or law of any other relevant jurisdiction;

1.2.6 references to Sections, Clauses, Sub-Clauses, paragraphs and schedules shall be construed as references to the Sections, Clauses, Sub-Clauses, paragraphs and Schedules of and to this Agreement;

1.2.7 Where a party to this Agreement comprises two or more persons, each of those persons expressly and irrevocably agree they are jointly and severally bound by that party's obligations under this Agreement;

1.2.8 Where for any reason a term of this Agreement shall be unlawful, that term shall be read as severed from the Agreement and the remainder of the Agreement remain in full force and effect.

2. Grant and Term

2.1 The Owner grants the Occupants a licence to occupy the Site subject to the terms of this Agreement.

- 2.2 This Agreement commences on the Commencement Date and shall continue until the End Date.
- 2.3 For the avoidance of doubt, the Owner and the Principal Occupant acknowledge that they each enter into this Agreement based on their common intention that under no circumstances shall any person who has the right to use the Site under this Agreement be or become a resident lessee or tenant, or use the property for any commercial purpose. The Occupier acknowledges and agrees that a breach of this Clause 2.3 is a breach of the essential terms of this Agreement and the Owner may enforce its rights under this Agreement, which may include termination of this Agreement without further notice.

3. Payments

Site Fee and Other Charges

- 3.1 The Occupier must pay -
- 3.1.1 the Site Fee in advance; and
 - 3.1.2 Charges in addition to the Site Fee as specified in Item 6A of the Schedule; and
 - 3.1.3 Any charge or fee for any Dwelling located on the site that is required by or at the direction of, or to comply with a policy of, any competent authority.
- 3.2 The Occupier is required by the Owner to put in place a Direct Debit for the payment of the Site Fee by BPAY on a monthly basis, unless the Site Fee for the whole annual term is prepaid at the commencement of the Agreement.
- 3.3 The Occupier must pay the Site Fee via BPAY by monthly instalments due no later than the day on which the fees are due.
- 3.4 The Occupier will be required to pay the Owner for the use of any electricity, gas and water used by the Occupants if individually metered and costs disclosed in the Schedule. The Owner shall provide the Occupier with meter readings on request.
- 3.5 The Occupier will be liable to pay the Owner upon demand any electrical supply charge or other periodic fee for the supply of electricity as determined and amended from time to time by ESCOSA.
- 3.6 Subject to clause 3.4, the Owner will pay for the cost of provision to the Site of all reticulated services available in the Caravan Park if not separately metered.

4. Duties of Owner

The Owner must -

- 4.1 perform all duties specified as being duties of the Owner;
- 4.2 ensure that the Site is vacant clean tidy and habitable on the Commencement Date;
- 4.3 allow the Occupants use of the Site without unreasonable interruption by the Owner;
- 4.4 subject to Clause 5.4, allow the Permitted Occupants to occupy the Site and use the facilities of the Caravan Park for the Permitted Nights;
- 4.5 keep common areas, gardens, roadways, paths and recreation areas in the Caravan Park clean and

in a safe condition except where the Owner is carrying out repair, maintenance or other Works which restrict the Principal Occupants use or enjoyment of the Site or common areas of the park;

- 4.6 maintain, repair and keep clean and tidy all communal bathrooms, toilets, laundries and other communal facilities in the Caravan Park.

5. Duties of Occupants

The Principal Occupant must -

- 5.1 perform all duties as being duties of the Occupants;
- 5.2 ensure that the Site is used on a Non-Residential Basis only;
- 5.3 ensure that the Permitted Occupants and Visitors comply with the Park Rules and all of the duties specified in this Agreement as being duties of the Occupants;
- 5.4 ensure that no Occupant or Visitor use the Site for any continuous period greater than the Permitted Continuous Period, as a principal place of residence or for a commercial purpose;
- 5.5 advise the Owner in writing within 7 days of changing name address or telephone number;
- 5.6 maintain throughout the Term a policy of insurance covering the Dwelling and contents for full replacement value including public liability (the latter to a value of not less than \$20,000,000.00) and produce a certificate of currency of the policy to the Owner upon commencement of the new agreement period and upon request;
- 5.7 maintain the Site in a neat and tidy condition and comply with the reasonable directions of the Owner regarding cleanliness and safety;
- 5.8 maintain the Dwelling in good repair and in a clean and tidy condition and comply with the reasonable directions of the Owner regarding cleanliness and safety, and to the standards required by any Competent Authority;
- 5.9 ensure that the dwelling and any annexure thereto are equipped with an automatic fire detection and alarm system, fire extinguisher and fire blanket, in accordance with CFA guidelines;
- 5.10 not carry out any works on the Site without first obtaining the written consent of the Owner which (unless required by a Competent Authority or to prevent imminent damage to life or property) may be given or withheld entirely at the discretion of the Owner;
- 5.11 not carry out, or cause to be carried out, any electrical works on the Site unless such works are carried out by a registered electrical contractor with the prior written consent of the Owner which (unless required by a Competent Authority or to prevent imminent damage to life or property) may be given or withheld entirely at the discretion of the Owner;
- 5.12 not use any electrical extension lead in the Caravan Park unless the electrical extension lead has been tested and tagged in accordance with Australian Standard 3760;
- 5.13 not use any electrical appliance or do anything reasonably likely to cause any power head, services pillar or other electrical installation servicing the Site to be overloaded;
- 5.14 obtain, at the cost of the Occupier, a certificate of electrical safety in respect of the Dwelling if reasonably required to do so by the Owner and provide the Owner with a copy of the certificate upon request;

- 5.15 at the cost of the Occupier comply with any Statutory Order as far as it relates to the Dwelling;
- 5.16 advise, and ensure that all Permitted Occupants and Visitors advise, the Owner each time they arrive at or depart from the Caravan Park;
- 5.17 only park on the Site the number of Vehicles specified in the Schedule and not park Vehicles within the Caravan Park other than within areas designated for that purpose;
- 5.18 use, and ensure that all Visitors use, the Site, the Caravan Park and all communal areas and facilities within the Caravan Park that the Occupants are entitled to use, properly safely and in minimization of nuisance to other persons at the Caravan Park;
- 5.19 provide all of the information required to fully complete the Schedule; and
- 5.20 ensure that only the occupants on this agreement occupy the site during the Schoolies festival. The Schoolies festival is understood to be held for 3 days each November and all site holders must take note of the large volumes of people in the park at this time, ensuring that they take all reasonable steps to secure their site over this period. The park owners will not be held liable for any damages caused to structures by other parties, including attendees of the Schoolies festival. Site holders have their own insurance to cover these events.

6. Termination by Owner

- 6.1 The Owner may terminate this Agreement by giving the Occupier a written termination notice effective immediately if an Occupant or Visitor:
 - (a) causes or allows serious damage to the Site or the Park or any facility in the Park; or
 - (b) by act or omission causes a danger to any person or property in the Caravan Park; or
 - (c) interrupts to a material extent the quiet and peaceful enjoyment of the Caravan Park by other occupiers; or
 - (d) uses the Site or allows the Site to be used as principal place of residence of any person; or
 - (e) uses the Site or allows the Site to be used for a commercial purpose;
 - (f) uses the Site continuously for a period greater than the Permitted Continuous Period; or
 - (g) breaches a Duty if the Occupants have previously been given written notice of breach of the same or a similar Duty and in the most recent of those previous written notices the Owner also gave notice that if a similar breach occurred in the future the Agreement would be terminated.
- 6.2 If -
 - (a) the Site Fee or any other money due under this Agreement is more than 7 days in arrears; or
 - (b) the Site is being used for any purpose that is unlawful or hazardous in the reasonable opinion of the Owner;

the Owner may give the Occupier written notice (“Default Notice”) specifying the default complained of and stating that if the default is not remedied within the 7 days of the date the Default Notice is served on the Principal Occupant that this Agreement shall be at an end and if the Default Notice is not so remedied then this Agreement shall be at an end. The Occupier shall pay \$500+GST to the Owner for the issue of a Default Notice upon request, to subsidise the legal and other costs of the Owner.

- 6.3 If the vacation of the Site is reasonably required for the Owner to address a request by a Council,

the Development Assessment Commission or the Building Fire Safety Committee, the Owner may terminate this agreement by giving the Occupier a written termination notice effective immediately, or effective at such later date as the Owner shall specify, and in that event the Occupier shall be entitled to pro-rata refund of monies paid to the Owner for the term beyond the date of termination unless the reason for the request is due to or contributed materially to by the Occupier.

7. Relocation of Dwelling

- 7.1 The Owner reserves the right, at any time during the Term by notice in writing, to require the Occupier to relocate the Dwelling to an alternate site within the Caravan Park by the date specified in the notice which shall be not earlier than twenty-eight (28) days after the date of the notice. The Occupier shall comply with any such notice.
- 7.2 If the Owner (or its agent) requires the Occupier to relocate as set out in clause 7.1, the Owner (or its agent) will arrange for all persons to enable to relocate the Dwelling at their cost.
- 7.3 For the avoidance of doubt, the Occupier acknowledges that if the relocation of the Dwelling:
- (a) Is required by the direction of, or to comply with a policy of, any Competent Authority; or
 - (b) Is at the request of the Occupier; or
 - (c) Is at the request of the Owner at the end of the licence period; or
 - (d) Is as a result of the death of the Occupier;

then Relocation Costs must be borne by the Occupier and the Occupier must pay to the Owner the amount of the Relocation Costs within 28 days of receipt of the notice referred to in clause 7.1.

- 7.4 The Occupier acknowledges and agrees that notwithstanding who engages a person to relocate the Dwelling, the Owner is not responsible for any damage to the Dwelling sustained during, or as a result of relocation. The Occupant hereby indemnifies the Owner against any claims demands losses actions and other costs in regard to same.

8. Ending of Agreement

- 8.1 This Agreement ends -
- (a) if the Occupant sells, transfers, assigns or bequeaths ownership of or title to the Dwelling or purports to do so; or
 - (b) if so agreed between the Occupant and the Owner in writing; or
 - (c) if the Occupant vacates with the consent of the Owner in writing; or
 - (d) if properly terminated by either the Owner or the Occupier in accordance with a provision of this Agreement; or
 - (e) if the Occupier abandons the Dwelling; or
 - (f) if the Site or the Caravan Park becomes unfit for safe human habitation; or
 - (g) at the commencement of any new agreement in writing between the Principal Occupant and the Owner; or
 - (h) on the Expiry Date or End Date.

- 8.2 On the End Date the Occupier must immediately vacate the Site and remove all chattels and movable property (including the Dwelling unless it has been sold to remain on the Site and the Owner has entered into an Annual Holiday Site Agreement with the purchaser) from the Site and in any event leave the Site in a clean and tidy condition and make good any damage caused as result of such vacation.
- 8.3 The parties enter into this Agreement with the common intention that it will run for the Term. If this Agreement comes to an end before the Expiry Date the Occupier is not entitled to a refund of any fees paid under this Agreement even if the fees have been paid up to a date after the End Date.

The Occupier shall be entitled to a pro-rata refund of any prepaid fees if this Agreement ends for the reason prescribed in paragraph (f) of Clause 8.1 or if this Agreement is properly terminated by the Occupier because of a breach by the Owner.

9. Visitors

- 9.1 The Occupier must make prior arrangements with and obtain the consent of the Owner if the dwelling is to be occupied by a Visitor.
- 9.2 The Owner may charge the Occupier additional fees in respect of any Visitor who stays in the Dwelling. Any such additional site fee will be no greater than that which is charged for additional persons occupying short term tourist sites in the Caravan Park.
- 9.3 Any failure by a Visitor to observe the terms of this Agreement or of the Park Rules shall be deemed to be a default by the Occupier.
- 9.4 Other persons may not stay on the Site or in the Dwelling for longer than the period set out in Item 8 of the Schedule.
- 9.5 No more than the number of Occupants specified in Item 3 of the Schedule may stay at the Site or in the Dwelling at any time without additional payment.
- 9.6 The combined number of Occupants at any time shall not, without the approval of the Owner, exceed the maximum number of persons on site set out in Item 8 of the Schedule.
- 9.7 All Occupants and Visitors must be accommodated in the Dwelling. At no time is any person permitted to camp on the Site.

10. Sale of Dwelling

- 10.1 If the Occupier wishes to sell the Dwelling to remain on Site, they must -
- (a) request permission from the Owner, in writing, to sell the dwelling on Site, 28 days prior to entering into any agreement to sell or dispose of the dwelling; and
 - (b) inform any prospective purchaser that the sale of the Dwelling ends this Agreement; and
 - (c) advise any prospective purchaser that they must make their own inquiries of the Owner as to whether the Owner will allow or is permitted to allow, the sale of the Dwelling to remain on the Site or any other site within the Caravan Park; and
 - (d) provide the prospective purchaser with a copy of the Park Rules, or request in writing the Owner provide the prospective purchaser with same.
- 10.2 The Owner reserves the right to charge a transfer fee upon the sale of the Dwelling.
- 10.3 The Owner must act reasonably in assessing any proposal advanced by the Occupier for the sale of the Dwelling to remain on the Site but is not obliged to agree to the sale of the Dwelling to remain on the Site or any other site within the Caravan Park or to enter into an Annual Site Agreement with

the purchaser of the Dwelling.

11. Abandoned Goods

11.1 If the Occupier fails to comply with clause 8.2 of this Agreement -

- (a) the Dwelling and any other property (“Abandoned Goods”) belonging to the Occupants shall be held by the Owner under bailment on and from the day after the End Date; and
- (b) the Abandoned Goods may at the discretion of the Owner be dealt with under the *Unclaimed Goods Act 1987* (SA); and
- (c) the Occupier must pay to the Owner a daily storage fee equivalent to the overnight rate charged to tourists for sites in the Caravan Park as at the End Date; and
- (d) The Owner must take reasonable care of Abandoned Goods; and
- (e) within 7 days of the End Date the Owner must give notice in writing to the Occupier -
 - I. advising that the Abandoned Goods are to be collected from the Caravan Park by the date specified in the notice (which must be not less notice than required under the *Unclaimed Goods Act 1987* (SA);
 - II. advising of the storage fees payable and requiring them to be paid.

12. Dispute Resolution

12.1 The parties must attempt to resolve any dispute except Excluded Disputes, by the mediation procedure.

12.2 The mediation procedure is as follows -

- (a) A party may start mediation by serving a mediation notice on the other party.
- (b) The notice must state that a dispute has arisen and identify what the dispute is and identify what the party requests to resolve the dispute.
- (c) The parties must jointly request appointment of an accredited mediator. If the parties fail to agree on the appointment within 7 days of service of the mediation notice, either party may apply to the President of the Law Society of South Australia to appoint a mediator.
- (d) Once the mediator has accepted the appointment the parties must comply with the mediator’s instructions.
- (e) If the dispute is not resolved within 30 days of the appointment of the mediator, or any other period agreed by the parties in writing, the mediation ceases.

12.3 The mediator may fix the charges for the mediation which must be paid equally by the parties unless otherwise agreed by both parties and the mediator

12.4 It must be a term of the engagement of the mediator that the parties release the mediator from any court proceedings relating to this Agreement or the mediation, and that the mediation and communications with the mediator are without privilege and confidential.

12.5 The mediator is not bound by the rules of natural justice and may discuss the dispute with a party in the absence of any other party.

12.6 The parties agree that in any proceedings between them in any Court or Tribunal each may be represented by a legal practitioner or legal practitioners of his, her or its choice, including but not limited to Minor Civil proceedings in the Magistrates Court of South Australia.

13. No Right of Renewal

13.1 The Occupier acknowledges and agrees that at the end of the fixed term no party has a right to renew this agreement and that this Agreement will come to an end on the Expiry Date.

13.2 Notwithstanding clause 13.1, the Owner may, entirely at the discretion of the Owner, give written notice to the Occupier not less than 60 days before the Expiry Date, offering a further agreement on terms (including as to site fee and site number) specified in the then current Annual Holiday Site Agreement which will be applicable in the Caravan Park immediately after the Expiry Date, two copies of which, signed by the Owner, must be enclosed with the notice given under this clause.

13.3 If the Owner offers a further agreement in accordance with 13.2 then the offeree may accept the offer by, not less than 30 days before the Expiry Date -

- (a) returning to the Owner one copy of the Further Agreement signed by the offeree; and
- (b) paying the fee, or that part thereof, due for payment under the Further Agreement on the commencement date of the Further Agreement.

If the offer made by the Owner is not accepted strictly in accordance with this clause 13.3 it will lapse.

13.4 If the Further Agreement is in respect of a different site to that specified in the Schedule, then the grant of the Further Agreement is conditional upon the Occupier at their expense:

- (a) relocating the Dwelling to the site identified in the Further Agreement within 14 days of the end of this Agreement; and
- (b) leaving the Site in good condition and repair, to the standard required by the Owner, acting reasonably.

For avoidance of doubt the entry by the Parties into a further agreement under this clause 13 is not a renewal of this Agreement or extension of the Term.

13.5 if the Owner does not offer a renewal then the Occupier must at their expense remove the Dwelling and all other chattels and movable property from the Caravan Park by the Expiry Date (or such later date as may be agreed upon by the Owner) failing which the Owner may deal with the dwelling and any other property remaining on the Caravan Park in the manner prescribed in Clause 11 of this Agreement.

14. General

14.1 If the Occupier defaults in the payment of any money due under this Agreement, then they must pay to the Owner upon demand interest on any money overdue during the period of default at the Default Interest Rate.

14.2 All notices, requests, demands or other communications to any party to be given under this Agreement or in connection with it may be given to or made upon the party in writing and may be given -

- by post to the party's last known address, or
- by facsimile to the facsimile number specified in the Schedule, or
- by email with a printed or electronic copy of the email retained as proof of delivery, or
- by hand delivery, or
- as ordered by a Court or Tribunal of competent jurisdiction.

Posted notices within South Australia will be taken to have been received 72 hours after posting unless proved otherwise.

A Notice delivered or sent by facsimile or email after 5.00 pm will be taken to have been received at 9.00 am on the next business day at the place where it is received.

- 14.3 The failure or omission of a party at any time to enforce or require the strict observance of or compliance with any provision of this Agreement, or exercise any election or discretion under the Agreement, shall not operate as a waiver of the rights of a party, whether express or implied, arising under this Agreement.
- 14.4 This Agreement shall be governed by and construed in accordance with the laws of South Australia and the Commonwealth of Australia for the time being in force and the parties agree to submit to the non-exclusive jurisdiction of the courts of South Australia and the Commonwealth of Australia.

BY SIGNING THIS DOCUMENT YOU WILL BE LEGALLY BOUND BY IT

This section to be completed by the Occupier

Signed by the Occupier
in the presence of:

.....
(Occupier Signature)

.....
(Print full name)

.....
(Occupier Signature)

.....
(Print full name)

.....
(Witness Signature)

.....
(Witness Full Name)

Date:/...../.....

This section to be completed by the Owner

Signed by or on behalf of Across Australia
Parks and Resorts Pty Ltd
(ACN 621 588 421):

.....
(Owner Signature)

.....
(Print full name)

Date:/...../.....

Schedule 1

Annual Site License Agreement, Victor Harbor Holiday and Cabin Park

ITEM 1 Owner's name and address:	Across Australia Parks and Resorts Pty Ltd 19 Bay Road Victor Harbor SA 5211
ITEM 2 Name of Park:	Victor Harbor Holiday and Cabin Park
ITEM 3 Principal Occupant name and residential address:	
ITEM 4 Permitted Occupants: Names: (INCLUDING Principal Occupant/s named above)	Please note that the total number of permitted occupants, INCLUDING principal occupant, not to exceed ten. 1. 2. 3. 4. 5. 6. 7. 8. 9. 10.
ITEM 5 Site number:	
ITEM 6 Site fee: (payable in monthly instalments) Monthly site fees are to be paid on the first day of each month by BPAY direct credits.	Site fee - 12 months commencing 1 July 2019 \$3600.00 per annum payable monthly in advance in instalments of \$300.00.

<p>ITEM 6A Other costs</p>	<p>Electricity meter will be read quarterly and added to your account. The applicable supply charge will be levied quarterly.</p> <p>Circumstance of review – In accordance with changes to the rates published by ESCOSA from time to time.</p> <p>Late Fee- \$25.00 per month for each month site fee remains outstanding.</p>
<p>ITEM 7 Additional fees for extra nights and for visitors and/or invitees no listed in ITEM 4:</p>	<p>As per the park’s current published extra’s charges for tourist sites.</p>
<p>ITEM 8 Permitted Nights:</p>	<p>180 Nights per annum (no more than 45 nights consecutively)</p>
<p>ITEM 9 Number of vehicles which may be parked on Site:</p>	<p>1 motor vehicle or 2 where both can be parked with-in the sites boundaries.</p> <p>Boats and trailers are only permitted if able to be contained within site boundaries.</p> <p>Visitors will not be issued with codes.</p>
<p>ITEM 10 Commencement date of 12 Month Permit Site Agreement:</p>	<p>1st July 2019</p>
<p>ITEM 11 End date of this Agreement:</p>	<p>One (1) year from the Commencement date in Item 10 hereof, or earlier in accordance with the terms and conditions of this Agreement</p>
<p>ITEM 12 Special terms and conditions:</p>	<p>Applications for works: Please use the form available from office. Please adhere to the Rules of Establishment when placing your application; this can be found at the Park Office.</p> <p>Sale of dwellings: Please seek approval from the Park Managers before commencing with a sale. The Park Managers can be appointed as agents for the sale; please discuss with Park Managers for details of costs.</p> <p>During Schoolies Festival, only permitted/principal occupants can occupy the site. If any of these people are on site for the purpose of the Festival, an additional fee equivalent to 70% of the advertised per person rate for an unpowered site will apply.</p> <p>Park Rules are to be adhered to at all times.</p>

**Victor Harbor Holiday Cabin Park
Disclosure Statement Annual Site Agreement
Holiday Site Agreement**

THIS DISCLOSURE STATEMENT is to be given to a person intending to enter into a Site Agreement at the Park.

1. Fees

The annual fee for the 12-month period commencing 1st of July 2019 is \$3600.00. This fee is payable in monthly instalments of \$300.00 per month, due on the 1st day of the month

Annual site fee allows 10 nominated people (including the principal occupants) to use the caravan/cabin at no further charge as per these charges and Annual Holiday Site Agreement. Nominees cannot change during the 12-month agreement period. No one can substitute a nominee. Fees apply to others using your caravan or cabin. Extra fees apply to children, family, friends, visitors who are not included on the nominee list.

All site holders must pay fees via BPay as they fall due. All site holders will be issued their own unique BPAY identification number for payments.

Overnight rates for persons not nominated as a permitted occupant in the agreement.

As per standard tourist rates

Other Charges

A Late Payment Fee of \$25.00 may be charged where fees remain outstanding 3 business days after they fall due. (Where fees are outstanding 7 days after due date the agreement is in breach and can be terminated).

Maximum number of people that can stay per an annual holiday site is 10, incl. day visitors. **Note:** no tents or swags are to be put on an annual holiday sites. Visitors are to park outside the park and are not to bring pets into the park.

Additional charges to be paid by the occupant

Electricity and electricity supply charges are payable by all site holders where metered separately.

What Is the term of the Site Agreement?

Commencement Date: The term of the Site Agreement begins on 1st July 2019 and concludes 12 months later unless;

The dwelling fails to meet the requirements set by the Park Owner for dwellings within the Park; or matter referred to the regulator (Regulations).

The Park Owner proposes to use the site or any part of it other than as a site for a site agreement. Consent will be sought by the Park Owner and the Occupant compensated for relocation costs.

Vacation of the Site is reasonably required for the Owner to address a request by a Council, the Development Assessment Commission or the Building Fire Safety Committee, the Owner may terminate this agreement by giving the Occupier a written termination notice effective immediately, or effective at such later date as the Owner shall specify.

Can fees be Increased?

Fees will remain fixed during the term of this agreement.

Can the dwelling be sold on site?

The dwelling may only be sold on site if it is maintained to comply with Park standards and the Park Owner has agreed to enter into a site agreement with the purchaser (in general the Park Owner will agree). Otherwise, sale of the dwelling brings the Agreement to an immediate end and the dwelling must be removed from the park.

Should the Vendor wish to sell the dwelling independently from the assistance of park management, under no circumstances is a For Sale sign or any form of advertising (e.g. phone numbers) to be displayed on site. Signage may be placed on the inside windows of the van and annexe.

An administration fee will be payable by the purchaser for the preparation of a new agreement.

How will disputes be resolved?

Other than excluded disputes, disputes will be resolved by mediation - see the Agreement.

Are there any restrictions on the type of dwelling which I can have on site?

Only approved structures may be placed on site. Existing caravans are exempt from this requirement provided they are kept to the standard required by Park Management.

What may be erected on the site other than the dwelling?

No structures whatsoever may be erected, or work done externally on the site without consent of the Park owner.

No annexes, structural additions or alterations can be constructed without the prior approval of Park Management. Colors externally must also have the Park owner's permission. **Unauthorized structures will be required to be dismantled.**

Who is responsible for maintaining the occupant's site?

It is the responsibility of the occupant of each site to maintain their site in a neat and tidy condition. The dwelling should be in good repair and in a clean and tidy manner. Do not carry out any works on the site without first obtaining written consent by the owner. It is the responsibility of the occupant to maintain their dwelling unless there is a written agreement with the owner or management.

Where are vehicles to be parked?

All vehicles are to be parked on occupants' own site. When an occupant does not have space to park a second vehicle, under no circumstances are they to park their car on another occupant's site. These vehicles are to be parked in the visitors' car park.

Is an occupant's dwelling insured by the park or park owner?

Park insurance does not cover any occupant's property or dwelling. Occupants are responsible for their own insurance on their dwelling. Each occupant must take out their own public liability insurance and provide a copy of this insurance to the park manager annually.

Apart from the use of the site, what other services does the park provide to me?

Park Management maintain and clean all common areas, remove rubbish, service all park lighting, keep pool and facilities fit for use.

Are there Park Rules?

Yes. All park occupants must comply with the Park Rules, a copy of which is attached.

Am I required to comply with the Disclosure Statement?

Yes. If an Occupant chooses to enter into a Site Agreement, the Disclosure Statement forms part of that agreement. The Disclosure Statement is designed to point out the basis of what the Site Agreement is about. As acknowledgement of reading and understanding the Disclosure Statement, a signed copy attached with a signed copy of the Site Agreement and Park Rules are to be returned to the office. This also acts as a confirmation of your occupancy.

Signed by Principal Occupants

I have read and accept the above Disclosure Statement

I have read and accept the above Disclosure Statement

Site Number-

Date _____

PARK RULES FOR ANNUAL SITE LICENCE AGREEMENT HOLDERS

1. PRINCIPAL OCCUPANT'S RESPONSIBILITIES

- a) An occupier and his guests, agents and invitees shall not use his site for any purpose that may be illegal or damaging to the reputation of the park owner or his agents or occupiers of other sites, or which may interfere with the peaceful enjoyment of another site by its occupiers, or which may interfere with the general management of the Park.
- b) The person whose name appears on the official receipt and this Agreement is deemed to be the occupier and is responsible for the conduct of all members of the party and visitors.

2. FEES

- a) All fees must be paid in advance. Fees are due on the 1st day of each month.

3. VEHICLES

- a) One motor vehicle is permitted to be parked on the site. An additional vehicle or boat is permitted if able to be contained within the site boundaries.
- b) The SPEED LIMIT for all vehicles in the park is 5km/h. Any breach of this rule will result in vehicles being required to park in visitors' car parking.
- c) Pedestrians have right of way at all times.
- d) Major caravan or vehicle repairs are not permitted in the park, other than RAA or roadside assist or emergency works. Any requirement to undertake minor repairs or maintenance on the site must have the prior approval of the Park Manager.
- e) Unregistered vehicles are not permitted in the park.

4. ELECTRICAL SUPPLY

- a) Only 15-amp power cords with 15-amp terminals at each end shall be used to connect moveable dwellings to the park's electrical supply outlets. The recommended maximum length of cord is 15 meters.

5. PETS

- DOGS/PETS are welcomed on the park as long as
- a) They are kept on a lead at all times
 - b) They do not bark or be a nuisance to other residents or guests
 - c) You clean up after your pet
 - d) They are not a prescribed breed

6. CHILDREN

- a) Parents/guardians are responsible for the children in their care in the park and are required to supervise their behavior.
- b) Children under the age of six years are not permitted in the showers, toilets or laundries unless attended by an adult or teenage person.

7. BICYCLES, SKATEBOARDS, ROLLER SKATES AND ROLLER BLADES

- a) The riding of bicycles, skateboards, roller skates, scooters and roller blades is permitted during daylight hours only unless fitted with lights. Helmets are to be worn at all times. Bicycles, skateboards, roller skates, scooters and roller blades are subject to normal road rules, bicycles may be ridden on the park roads but NOT on pathways or grassed areas. Helmets to be worn at all times.
- b) Bicycles are subject to the same speed limit as motor vehicles in the park.
- c) The occupier is responsible for the control of any bicycle rider residing on or visiting his site and indemnifies the Owner and all employees and officers thereof from any claim, suit, action or demand that may be brought by any person resulting from injury or death or property damage caused by the rider of the bicycle.

8. OPERATING HOURS

- a) Park Office: 8.00am to 6.00pm

9. SITE CARE AND MAINTENANCE

- a) The site must be kept clean and tidy at all times in line with management standards.
- b) No surplus equipment or property is to be left on the ground outside or under tents, caravans, annexes or relocatable homes.
- c) Temporary clotheslines are not permitted.
- d) Sullage water and sewage shall be discharged into the sewer inlet points provided.
- e) Waste pipes and drains shall not be used for any purpose other than those for which they were constructed and no sweepings or rubbish or other unsuitable substance shall be deposited therein. Any damage or blockage to such waste pipes or drains from misuse or negligence shall be the responsibility of the occupier whether the same is caused by his own actions or those members of his household or his servants or agents or tenant or guests.
- f) Removal of or damaging trees and shrubs is prohibited. Pruning may be permitted where the prior approval of the Park Manager has been obtained. All trees in the park have been assessed by a licensed arborist who has identified an appropriate works program.
- g) Any plants/trees placed and grown in the park ground become fixtures of the park and must be left in order when the site is vacated.
- h) Exterior potted plants are permitted on any site subject to the Park Manager's approval.
- i) In-ground planting of garden annual varieties requires the prior approval of the Park Manager.
- j) The occupier shall not paint, affix or display any signs, notices, posters, placards, banners or like matter to or on part of his dwelling or the site or fixtures on the site without the prior consent of the Park Management.
- k) On departure, the occupier shall remove all rubbish and surplus materials and leave the site in a clean and tidy condition.

10. NOISE

- a) Undue noise is prohibited at all times, Quiet time after 10pm
- b) No occupant or visitor may make or permit any objectionable noise in the Park thereby interfering with the peaceful enjoyment of the other occupiers, those having business with them or of any person lawfully using the common property.
- c) All musical instruments, radios, sound recorders and amplifier television receivers and the like shall be controlled so that the sound arising from it is reasonable and does not cause annoyance to other occupiers.
- d) Occupiers and visitors shall not conduct social gatherings on their site or elsewhere in the Park, which gives rise to any noise that interferes with the peace and quiet of any other occupier at any time of the day or night.
- e) The use of lawn mowers and other motorised garden equipment, including power tools, is not permitted between the hours of 5.00pm and 9.00am.
- f) Due quietness shall be observed when a person is entering or leaving the Park after 9.00pm or before 8.00am.
- g) For the peace and enjoyment of other park patrons, no building or maintenance works are permitted at any time during the Christmas School Holiday period, on any long weekend (including Easter) or on any Sunday. No works are to commence before 9am or extend later than 4pm on any other day.

11. USING THE AMENITIES

- a) All persons are expected to exercise reasonable economies of time and materials when using the Park Amenities.
- b) Hot water taps must not be left running into unplugged tubs or basins.
- c) All persons are to be aware of water wastage when showering.
- d) Laundry must be removed from the washing machines and clothes dryers as soon as possible after the cycle is completed.
- e) Children are not permitted to play in the Amenities blocks.

- f) Any faulty equipment, leaking taps or cisterns should be notified to the Park Manager as soon as is practical after they are detected.

12. GARBAGE DISPOSAL

- a) All garbage must be placed in the bulk bins provided.
- b) In the interests of hygiene and to minimise offensive odours, where possible, all domestic rubbish should be wrapped or bagged before being placed in the skip bins.
- c) Recyclable materials should be placed in the designated containers adjacent the skip bins. Please note the signs that indicate the materials that are suitable for deposit in the recycling bins.
- d) The Park garbage disposal facilities are not to be used for the dumping of disused furniture, white goods, machinery, car parts, building materials, large tree limbs and the like. Occupiers are responsible for disposal of such items at authorised rubbish tips outside the Park. Any occupants using these bins for such purposes will be charged a fee for disposal.
- e) Littering is not permitted.

13. BUILDINGS AND STRUCTURES

- a) Any buildings, structures, alterations or additions to the dwelling must be approved by the Park Manager and the Council's Building section. Application must be lodged in accordance with park procedures.
- b) The occupier shall maintain all buildings and structures on his allocated site, in good repair, safe condition and to a standard of appearance acceptable to the Park Management.

14. TELEPHONE MESSAGES AND MAIL DELIVERY

- a) Only bona fide urgent messages will be delivered to the sites and this service is limited by the availability of staff.
- b) Mail delivered to the Park Office will be held in the Park Office and is available for collection during office hours. No redirection of mail will be offered.

15. SALES

- a) Sales of vans/dwelling units on the Park must seek approval from the Park Managers before commencing with a sale. The Park Managers can be appointed as agents for the sale; please discuss with Park Managers for details of costs. Unused nights are not transferable to new owners.

16. GENERAL

- a) No person shall waste water and all must ensure that taps in their dwelling or on their site are promptly turned off after use and have washers in working order and condition. Please notify the Park Management of faulty taps that are in need of repair.
- b) The use of unattended garden hoses, sprinklers and sprinkler systems is not permitted.
- c) Hawking of goods or services and religious or political canvassing is not permitted in the Park.
- d) Collections for ACNC registered charities, and sale of tickets with a valid Lottery Licence may occur within in the Park, with prior approval of the Park Manager.
- e) During Schoolies Festival, only permitted/principal occupants can occupy the site. If any of these people are on site for the purpose of the Festival, an additional fee equivalent to 70% of the advertised per person rate for an unpowered site will apply. The Schoolies festival will be held for 3 days each November and all site holders need to be aware of the large volumes of people in the park at this time, ensuring that they take all reasonable steps to secure their site over this period. The park will not be held liable for any damage caused over this period.

Notwithstanding any restriction or amenity set out in the Park Rules 1 to 16 herein above, all persons shall observe the terms of any notice displayed by the Park Management affecting operations and activities in the Park

Signed by Occupier/s

I have read and accept the above
Park Rules

I have read and accept the above
Park Rules

Site Number-

Date _____