



Victor Harbor Holiday and Cabin Park- Disclosure Statement

A sale of the van/unit and associated structure located on site **XXX** may be arranged to another party subject to the following conditions:

1. Prospective purchasers must, prior to signing the Annual Site License Agreement, show ownership through purchase of sale and insurance in their own name/s.
2. Prior to being offered an Annual Site License Agreement a prospective purchaser must provide the following, plus any other information or documentation reasonably required by Park management:
 1. Full name
 2. Residential address
 3. Telephone number
 4. Nationality or citizenship
3. The proposed purchaser must sign an Annual Site License Agreement on terms provided by us. Please note the fixed term of the agreement is for a period of 12 months only, beginning on **1st July 2021** and ending on **30th June 2022**.
4. The park owner provides no guarantee as to the compliance of any structures with Council regulations, or Ministerial Building Standard MBS 003 (or its predecessor SA76A) relating to Fire Safety in Caravan Parks and Residential Parks. In particular:
 - a. the Standard requires all vans to have a minimum separation of 3metres between them.
 - b. the Building Fire Safety Committee has intimated that, where should the Park owner wish to issue a site a new agreement where a pre-existing non-compliance exists, the van may remain onsite but sites with separations between 1.8m and 3m will be subject to a further review in the future.
5. An annual agreement is no more than an agreement to occupy a site for 12 months. The issuance of all agreements is at the sole discretion of the park owner. The park owner is under no obligation to issue an agreement to any proposed site holder, or a further agreement to any existing site holder when a current agreement expires. If a new agreement is not issued, the site holder has no rightful or lawful basis for continued occupation. The park owners are generally not required to provide any reason or justification to a site holder where they choose not to issue a new agreement.
6. Notwithstanding anything in paragraph 4, in every instance the decision to offer a new agreement after the expiry of a current agreement rests with the park owner. As such, even if a site may comply with the Fire Safety requirements, this does not guarantee any further agreement will be issued.
7. There are many factors considered by the owners each year when deciding to issue each agreement which include but are not limited to- compliance with the new Standard, previous account conduct, presentation of site, future operational needs, the suitability of the proposed occupant and proposed tourist site expansions.
8. 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.
9. The new owner /occupants will not attach any fixture or renovate, alter or add to the moveable dwelling or the site without the park owner's written permission. If any fixture or improvement is made to the land, with or without Park management consent, no owner will be entitled to any interest in the land or increase in capital value of the land, and fixtures will become part of the land and therefore the property of the landowner by operation of law.
10. The party purchasing the dwelling will not be entitled to any assistance or compensation from the owner for the cost of relocation or modifications should the dwelling be required to relocate in the future- except during the fixed term period.
11. The agreement is not transferable, should a further sale occur, subject to approval of park owner, a new agreement must be entered in to by the new purchaser.
12. Your Annual Site License Agreement allows you to holiday at the Victor Harbor Holiday and Cabin Park for up to 150 days per calendar year, and the 8-people nominated in the agreement are included in the monthly fee.

- 13. Fees are payable monthly and must be paid via a re-occurring BPAY payment to the park on the 1st day of each month.
- 14. By signing this document, the New Occupant warrants that the information above has been explained to me and that they fully understand and agree with the conditions herein.

Signed by the New Occupant

Witnessed by Park Manager or Representative

Print Name

Print Name

Dated ____ / ____ / ____

Dated ____ / ____ / ____