*Add park info*

Caravan Park

ANNUAL SITE LICENCE AGREEMENT

Name:

*Add park name*

Site:

*Add park site number*

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\_ \_ \_ \_ \_ \_ \_ \_\_ **CARAVAN PARK**

*Add park name*

## ANNUAL SITE LICENCE AGREEMENT

Date:

day of 20

*Add date*

Parties :

## Caravan Park

*Add park name*

and

*Add name of principal occupants*

## INTRODUCTION

1. The Owner owns and or operates the Caravan Park.
2. The Principal Occupant has requested the Owner, and, subject to the terms of this Agreement, the Owner has agreed, to allow the Occupants the use of the Site which is a Long-Term Holiday Site.
3. The purpose of this Agreement is to record the terms and conditions which the Owner and the Principal Occupant have agreed which will apply in respect of the occupancy and associated use of the Site by the Occupants.

## AGREEMENT

## Definitions and Interpretation

* 1. **Definitions**

In this Agreement, unless the context requires otherwise – “**AER”** means the Australian Energy Regulator

**“Abandoned Goods”** means goods (including the Dwelling) which become abandoned under Clause 11.2.

**“Agreement”** means this agreement.

**“Annual Site Agreement”** means an agreement to occupy a Long-Term Holiday Site 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 a bank that allows park owner to transfer money from a person's account on agreed dates to pay site fees.

**“Default Interest Rate”** means 6%.

**“Duty”** means a duty of either the Owner or the Occupants as the context requires. **“Dwelling”** means the moveable dwelling and attached annex located on the Site. **“End Date”** means the Expiry Date or such earlier day upon which this Agreement is terminated.

**“Excluded Disputes”** means disputes about -

* + 1. unpaid site fees or charges and interest charged thereon;
    2. the termination of this Agreement;
    3. the relocation of the Dwelling within the Caravan Park; and
    4. the Park Rules.

**“Expiry Date”** means the 30th day of June next 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 extended period and upon which is situated a moveable dwelling which is occupied from time to time on a Non-Residential Basis.

**“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 Principal Occupant, Site Occupant and the Permitted Occupants.

**“Office of the Essential Services Commission”** means the Essential Services Commission of South Australia.

**“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.

**“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 Principal Occupant 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, 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 and issued to either the Owner or the Principal Occupant. **“Term”** means the term specified in clause 2.2.

**“Vehicle”** includes motor car, motor truck, motorcycle, motor- scooter, utility, sports utility vehicle, camper vehicle, caravans, trailers and boats or other registered motorised vehicles.

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

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

## Interpretation

* + 1. words importing the singular shall (where appropriate) include the plural and vice versa;
    2. words importing any one gender shall (where appropriate) include the other gender;
    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;
    4. headings are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement;
    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. 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; and
    2. 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.

## Grant and Term

* 1. The Owner grants the Occupants a licence to occupy the Site subject to the terms of this Agreement.
  2. This Agreement commences on the 1st Day of July and shall continue until the 30th of June or such earlier date upon which it is terminated in accordance with this Agreement or as specified in the Schedule.

*Add dates for commencement and expiration of agreement- each agreement is to be valid for one year and reviewed and renewed annually.*

* 1. 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 or a site tenant within the meaning of the Residential Parks Act 2007.

The Principal Occupant 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.

## Payments

**Site Fee and Other Charges**

* 1. The Principal Occupant must pay -
     1. the Site Fee in advance; and
     2. Charges in addition to the Site Fee as specified in Item 6A of the Schedule.
     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.
  2. The Principal Occupant is required by the Owner to put in place a standing arrangement for the payment of the Site Fee on a monthly/quarterly or yearly basis.

*Insert required payment frequency whether monthly, quarterly yearly and remove the others*

* 1. The Principal Occupant must pay the Site Fee by monthly/quarterly/yearly instalments due no later than the day on which the fees are due.

*Insert required payment frequency whether monthly, quarterly yearly and remove the others*

* 1. The Principal Occupant will only be required to pay the Owner for the use of any electricity, gas and water used by the Occupants if such services are individually metered and the costs disclosed in the Schedule. The Owner shall provide the Principal Occupant with copies of any relevant meter readings on request.
  2. The Principal Occupant will be liable to pay the Owner where applicable any electrical supply charge or other periodic fee for the supply of electricity as determined and amended from time to time by the Australian Energy Regulator.
  3. 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 those services are not separately metered.

## Duties of Owner

The Owner must -

* 1. perform all duties specified as being duties of the Owner;
  2. ensure that the Site is vacant so that the Occupants can move in on the Commencement Date;
  3. allow the Occupants use of the Site without unreasonable interruption by the Owner;
  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;
  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;
  6. maintain, repair and keep clean and tidy all communal bathrooms, toilets, laundries and other communal facilities in the Caravan Park;

## Duties of Occupants

The Principal Occupant must -

* 1. perform all duties as being duties of the Occupants;
  2. ensure that the Site is used on a Non-Residential Basis only;
  3. ensure that the Permitted Occupants and Visitors comply with the Park Rules included in Schedule 2 and all the duties specified in this Agreement as being duties of the Occupants;
  4. not sub-let the site;
  5. ensure that neither himself nor any of the Occupants use the Site for any continuous period greater than the Permitted Continuous Period;
  6. advise the Owner in writing within 7 days of changing address;
  7. maintain throughout the Term a policy of insurance covering the Dwelling for its full replacement value including public liability and produce a certificate of currency of the policy to the Owner upon commencement of the new agreement period.
  8. maintain the Site in a neat and tidy condition and comply with the reasonable directions of the Owner to do so;
  9. maintain the Dwelling in good repair and in a clean and tidy condition and comply with the reasonable directions of the Owner to do so, and to the standard required by any Competent Authority;
  10. ensure that the dwelling and annexe is equipped with an automatic fire detection and alarm system, fire extinguisher and fire blanket, in accordance with Fire Authority and Legislated guidelines;
  11. not carry out any works on the Site without first obtaining the written consent of the Owner which may be given or withheld entirely at the discretion of the Owner;

a. Should works be approved by the Owner, all work must be undertaken in accordance with any applicable Legislative requirements and at the sole cost of the Principal Occupant. No permanent works which could become a

fixture or give the Occupant an interest in the land to which such property shall be attached will be approved.

* 1. 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. If electrical works are carried out a certificate of compliance for works must be provided to the park owner.
  2. 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;
  3. not use any electrical appliance in a manner to, or do anything else to cause any power head, services pillar or other electrical installation servicing the Site to be overloaded;
  4. obtain, at the cost of the Principal Occupant, 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. at the cost of the Principal Occupant comply with any Statutory Order as far as it relates to the Dwelling;
  6. advise, and ensure that all Permitted Occupants and Visitors advise, the Owner each time they check in or check out from the Caravan Park;
  7. 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;
  8. 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;
  9. provide all the information required to fully complete the Schedule; and
  10. Not store any petroleum products or the products of a highly flammable nature within the unit or any other part of the park while the site is unoccupied.

## Termination by Owner

* 1. The Owner may terminate this Agreement by giving the Principal Occupant a written termination notice effective immediately if the Occupants (or any of them) or any Visitor:
     1. causes or allows serious damage to the Site or the Park or any facility in the Park; or
     2. by act or omission causes a danger to any person or property in the Caravan Park; or
     3. seriously interrupts the quiet and peaceful enjoyment of the Caravan Park by other occupants; or
     4. uses the Site as his, her or their only or principal place of residence;
     5. uses the Site continuously for a period greater than the Permitted Continuous Period; or
     6. breaches a Duty if the Occupants have previously been given not less than two written notices 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.
     7. the Site is being used for any purpose that is unlawful;
  2. If -

(a) the Site Fee or any other money due under this Agreement is more than 7 days in arrears; or

the Owner may give the Principal Occupant written notice (“Default Notice”) specifying the default complained of and stating that if the default is not remedied within the 30 days of the date the Default Notice is served on the Principal Occupant that this Agreement shall be at an end.

* 1. The Owner reserves the right to immediately evict an Occupant or guest in the event of serious breaches of behaviour. These may include anti-social behaviour, including but not limited to, any unlawful or criminal act, possession or use of illegal drugs, wilful damage to the park property, theft, physical or verbal abuse of any person, or any act which is considered by park operator to be reasonably likely to cause loss, injury or to damage the Park.
     1. In the event of an eviction the Owner / park manager reserves the right to engage Police or licensed private security personnel if the person does not leave as and when required. By agreeing to these terms, the Occupant undertakes to comply with any lawful direction of Park management, police or licensed private security.

## Relocation of Dwelling

* 1. The Owner reserves the right, at any time during the Term by notice in writing, to require the Principal Occupant 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 Principal Occupant shall comply with any such notice.
  2. If the Owner (or its agent) requires the Principal Occupant to relocate as set out in clause 7.1, the Owner (or its agent) will arrange for and/or engage such persons to enable to relocate the Dwelling at the Owners cost.
  3. The Principal Occupant agrees to do all things reasonably necessary to assist the Owner in relocating the dwelling.
  4. For the avoidance of doubt, the Principal Occupant acknowledges that if the relocation of the Dwelling:
     1. Is required by the direction of, or to comply with a policy of, any Competent Authority;
     2. Is at the request of the Principal Occupant;
     3. Is at the request of the owner at the end of the current annual site licence period;

then Relocation Costs must be borne by the Principal Occupant and the Principal Occupant 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.

* 1. The Principal Occupant acknowledges and agrees that notwithstanding whether the Principal Occupant or Owner engages a person to relocate the Dwelling, that the Owner is not responsible for any damage to the Dwelling sustained during, or as a result of relocation. The Principal Occupant hereby indemnifies the Owner against any such claims.

## Ending of Agreement

* 1. This Agreement ends -
     1. if the Principal Occupant sells, transfers, assigns or bequeaths ownership of or title to the Dwelling; or
     2. if it is so agreed between the Principal Occupant and the Owner in writing; or
     3. if the Principal Occupant vacates with the consent of the Owner in writing; or
     4. if it is properly terminated by either the Owner or the Principal Occupant in accordance with this Agreement; or
     5. if the Principal Occupant abandons the Dwelling; or
     6. if the Site or the Caravan Park becomes unfit for human habitation, or
     7. at the commencement of any new agreement in writing between the Principal Occupant and the Owner; or
     8. on the Expiry Date or End Date; or
     9. if the Principal Occupant dies.
  2. On the End Date the Principal Occupant must immediately vacate the Site and remove all of the Occupants’ 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 of the Dwelling) from the Site and in any event leave the Site in a clean and tidy condition.
  3. The parties enter into this Agreement with the common intention that it will run for the entire Term. if this Agreement comes to an end before the Expiry Date the Principal Occupant is not entitled to a full refund of any fees paid under this Agreement even if the fees have been paid up to a date after the End Date.

The Principal Occupant 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 Principal Occupant because of a breach by the Owner.

## Visitors

* 1. The Principal Occupant must make prior arrangements with, and obtain the consent of, the Owner if the Dwelling and attached annexe is to be occupied by a Visitor.
  2. The Owner may charge the Principal Occupant additional site 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.
  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 Principal Occupant.
  4. Other occupants may not stay on the Site or in the Dwelling for longer than the period set out in Item 8 of the Schedule.
  5. No more than the number of Occupants specified in Item 4 of the Schedule may stay at the Site or in the Dwelling at any time.
  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 4 of the Schedule.
  7. All Occupants and Visitors must be accommodated in the Dwelling. At no time is any person permitted to camp on the Site.

## Sale of Dwelling

* 1. If the Principal Occupant wishes to sell the Dwelling to remain on Site, the Principal Occupant must -
     1. 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;
     2. inform any prospective purchaser that the sale of the Dwelling ends this Agreement; and
     3. 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.
  2. The Owner reserves the right to charge a transfer fee upon the sale of the Dwelling.
  3. The Owner must act reasonably in assessing any proposal advanced by the Principal Occupant 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.

## Abandoned Goods

* 1. If the Principal Occupant fails to comply with clause 8.2 of this Agreement by leaving chattels on the Site -
     1. the Dwelling and any other property belonging to the Occupants (“Abandoned Goods”) shall be held by the Owner under bailment on and from the day after the End Date;
     2. the Principal Occupant 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;
     3. The Owner must take reasonable care of the Abandoned Goods;
     4. within 7 days of the chattels becoming Abandoned Goods, the Owner must give notice in writing to the Principal Occupant -
        1. advising that the Abandoned Goods are to be collected from the Caravan Park by the date specified in the notice (which must be not earlier than 42 days after the date of the notice); and
        2. advising of the storage fees payable and requiring them to be paid; and
        3. advising that the Owner expects to be relieved of any duty to safeguard the Abandoned Goods.
  2. If the Principal Occupant fails to collect the Abandoned Goods by the date specified in the notice given under clause 11.1(d)(i) or, if having taken reasonable steps to do so, the Owner is unable to locate or communicate with the Principal Occupant, the Abandoned Goods shall be uncollected goods within the meaning of and must be dealt with by the Owner in accordance with the provisions of the Unclaimed Goods Act 1987 (SA).

## Dispute Resolution

* 1. The parties must attempt to resolve any dispute except Excluded Disputes, by the mediation procedure.
  2. The mediation procedure is -
     1. A party may start mediation by serving a mediation notice on the other party.
     2. The notice must state that a dispute has arisen and identify what the dispute is with sufficient particularity to enable the other party to understand the scope of the dispute and what outcome the notifying party seeks.
     3. The parties must jointly request appointment of a mediator to mediate the dispute within South Australia and subject to and in accordance with the laws of that State. 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 Australian Centre for International Commercial Arbitration or the nominee of the President to appoint a mediator.
     4. Once a mediator has accepted an appointment the parties must comply with the mediator’s instructions subject to Orders of a Court of competent jurisdiction.
     5. 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.
  3. The mediator may fix the charges for the mediation which must be paid equally by the parties.
  4. The mediation is confidential and subject to Orders of a Court of competent jurisdiction -
     1. statements made by the mediator or the parties, and
     2. discussions between the participants to the mediation, before after or during the mediation, cannot be used in any legal proceedings.
  5. 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.
  6. 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.
  7. 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 or may be unrepresented.

## No Right of Renewal

* 1. The parties acknowledge and agree that this agreement is for a fixed term from the Commencement Date to the Expiry Date. The Principal Occupant acknowledges and agrees that at the end of the fixed term the Principal Occupant has no right to renew this agreement and that this Agreement will come to an end on the Expiry Date in accordance with clause 8.1(h).
  2. Notwithstanding clause 13.1, the Owner may, entirely at the discretion of the Owner, give written notice to the Principal Occupant not less than 60 days before the Expiry Date, offering the Principal Occupant a further agreement on the terms (including as to site fee and site number) two copies of which, signed by the Owner, must be enclosed with the notice given under this clause.
  3. If the Owner offers the Principal Occupant a further agreement in accordance with
  4. then the Principal Occupant may accept the offer by, not less than 30 days before the Expiry Date-

1. returning to the Owner one copy of the Further Agreement signed by the Principal Occupant; and
2. 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

* 1. it will lapse.
  2. 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 Principal Occupant, at the expense of the Principal Occupant:
     1. relocating the Dwelling to the site identified in the Further Agreement within 14 days of the end of this Agreement; and
     2. 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.

* 1. if the Owner does not offer a renewal then the Principal Occupant must, at the cost of the Principal Occupant, remove the Principal Occupant’s dwelling and all other property of the Principal Occupant from the Caravan Park by the Expiry Date (or such later date as may be agreed upon in writing 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.

## General

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

Posted notices 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.

* 1. 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.
  2. If any provision of this Agreement or its application to any party or any circumstance is or becomes illegal, unenforceable, or invalid then the remaining provisions of this

Agreement will not be affected but will remain in full force and effect and will be valid and enforceable to the fullest extent permitted by law.

* 1. This Agreement shall be governed by and construed in accordance with the laws of South Australia for the time being in force and the parties agree to submit to the non-exclusive jurisdiction of the courts in South Australia.
  2. The Principal Occupant indemnifies the Owner from and against all and any actions, claims, demands, losses, damage costs and expenses for which the Owner may be, or become liable in respect of or arising from:
* The negligent use, misuse, waste or abuse by the Principal Occupant or any visitor or guest of the Principal Occupant or any other person on the Site or within the Park by lawful licence of the Principal Occupant of the water, gas, electricity, oil, lighting or other services and facilities within the park.
* Loss or damage or injury from any cause whatsoever caused or contributed to by the occupation and use of the Site by the Principal Occupant or any visitor or guest of the Principal Occupant.
* Loss, damage or injury from any cause whatsoever to any property or person upon the Site or within the Park occasioned or contributed to by any act omission, neglect, breach or default of the Principal Occupant or any guest or visitor to the Principal Occupant.
  1. The Owner shall not in any circumstance be liable to the Principal Occupant for any loss or damage suffered by the Principal Occupant for any malfunction, failure to function or interruption of or to the water, electricity, power or any other service provided to the Park, or for the blockage of any sewers, wastes, drains, gutters or storm water drains, for any cause whatsoever other than the wilful act or default of the Owner or any servant or agent of the Owner.
  2. If the Principal Occupant has any electrical or gas work performed at the site including but not

limited to installation maintenance and repair of electrical or gas infrastructure, such work must either:

* + 1. be undertaken by a licenced tradesperson and a certificate of currency supplied to the Owner within 48 hours of completion of the works; or
    2. the Occupant may choose to notify the Owner of the necessity for work to be completed in which case the Owner shall arrange the work to be completed by a licenced tradesperson as soon as reasonably practicable subject to the Occupant agreeing to bear the cost of same and indemnifying the Owner against any expense or loss with respect to the works;
    3. if electrical gas or other trades’ work is required urgently due to imminent risk to persons or property, the Owner shall attempt to contact the Principal Occupant by telephone to seek permission to proceed with those works pursuant to clause 14.8(b). If the Principal Occupant cannot be reached by telephone the Owner may proceed with any necessary work to alleviate said risk, at the expense of the Principal Occupant.

## BY SIGNING THIS DOCUMENT YOU WILL BE LEGALLY BOUND BY IT

This section to be completed by the Principal Occupant/s

Signed by the Principal Occupant/s

(Principal Occupant Signature)

(Print full name)

(Principal Occupant Signature)

(Print full name)

in the presence of: (Witness Signature)

(Print full name)

Date: / /

This section to be completed by the Park Owner

*Add park info*

(Owner Signature)

(Print full name)

Date: / /

*Add park name*

# Schedule 1

**Annual Site License Agreement**

\_ \_ \_ \_ \_ \_ \_ \_ \_ \_**Caravan Park**

*Complete table Items 1 – 12 where required*

|  |  |
| --- | --- |
| **ITEM 1**  Owner's name and address:  *Add park owners info* |  |
| **ITEM 2**  Name of Park:  *Add park name* | Caravan Park |
| **ITEM 3**  Principal Occupant name, residential address, postal address and e-mail address:  *Add Principal Occupant name, residential address and email address.* |  |
| **ITEM 4** | Please note that the total number of |
| Permitted Occupants: | permitted occupants, EXCLUDING principal |
|  | occupant, not to exceed . |
| Names: |  |
| (other than Principal Occupant/s named | 1. |
| above) |  |
| *Add names of permitted occupants* | 2. |
| *Add total number of permitted occupants* | 3. |
|  | 4. |
| **ITEM 5**  Site number:  *Add park site number* |  |
| **ITEM 6**  Site fee: (payable in monthly/quarterly/yearly instalments)  *Include payment schedule whether monthly, quarterly or annual and remove other .Include Annual fee and break up into instalment amounts based on your payment*  *frequency* | Site fees – 1 July 20 30 June 20  $ per annum payable in advance in |
|  | instalments of $ |

|  |  |
| --- | --- |
|  |  |
| **ITEM 6A**  Other costs |  |
|  | Electricity meter will be read quarterly and  added to your account. The applicable supply charge will be levied quarterly. |
|  | Usage and supply charge will be in accordance with Australian Energy Regulator current legislation. |
| **ITEM 7**  Additional fees for extra nights and for visitors and/or invitees not listed in ITEM 4: | As per the park’s current extra’s charges for  tourist sites. |
| **ITEM 8** |  |
| Permitted Nights: | A total of nights per |
| *Add the total number of permitted nights and include no more than 45 consecutive nights* | annum are permitted with no more than 45  consecutive nights. |
| **ITEM 9**  Number of Vehicles which may be parked on Site:  *Add your requirement for this site* |  |
| **ITEM 10**  Commencement date of  12 Month Permit Site Agreement:  *Add commencement date* | 1st day of July 20 |
| **ITEM 11**  End date of this Agreement:  *Add end date one year from commencement date* | 30 June 20 or earlier in accordance with the terms and conditions of this Agreement |
| **ITEM 12**  Special terms and conditions: | Applications for works: Please adhere to the Rules of Establishment when placing your application; this can be found at the Park Office. |
|  | 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. |

# Schedule 2

*Add park info – NOTE: These are Model park rules – please amend them to suit your park*

# PARK RULES CARAVAN PARK

**FOR ANNUAL SITE LICENCE AGREEMENT HOLDERS**

*Add park name*

## PRINCIPAL OCCUPANT’S RESPONSIBILITIES

* 1. A principal occupant, and members of his family or household 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 occupants of other sites, or which may interfere with the peaceful enjoyment of another site by its occupants, or which may interfere with the general management of the Park.
  2. The person whose name appears on the Agreement is deemed to be the principal occupant and is responsible for the conduct of all members of the party and visitors.

## FEES

* 1. All fees must be paid in advance. Fees are due on

*Insert due date*

## VEHICLES

* 1. One motor vehicle is permitted to be parked on the site. (If relevant. An additional vehicle or boat is permitted if able to be contained within the site boundaries.)
  2. 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.

* 1. Pedestrians have right of way at all times.
  2. Major caravan or vehicle repairs are not permitted in the park. Any requirement to undertake minor repairs or maintenance on the site must have the prior approval of the Park Manager.
  3. Unregistered motor vehicles are not permitted in the park.
  4. All vehicles must comply with the registration provision of the Motor Vehicles Act this applies to any vehicle, caravan or trailer within the Parks which is under the control of the Occupant.
  5. All caravans must remain in a towable condition or, if they are on site and not in a towable condition at the commencement of this Agreement, the Principal Occupant must bring them into a towable state at the Principal Occupants’ expense within 21 days of the commencement of this Agreement being executed.

## ELECTRICAL SUPPLY

* 1. 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 metres.

## PETS

*Remove this section if you do not allow pets*

DOGS/PETS are welcomed on the park as long as

* 1. They are kept on a lead at all times
  2. They do not bark or be a nuisance to other residents or guests
  3. You clean up after your pet

## CHILDREN

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

## BICYCLES, SKATEBOARDS, ROLLER SKATES AND ROLLER BLADES

* 1. The riding of skateboards, roller skates and blades is permitted. Helmets are to be worn at all times.
  2. 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.
  3. Bicycles are subject to the same speed limit as motor vehicles in the park.
  4. The principal occupant is responsible for the control of any bicycle rider residing on or visiting his site and is liable for any claim, suit, action or demand that may be brought against the rider or Owner resulting from injury or death or property damage of any tenant or visitor to the park, caused by the rider of the bicycle.

## OPERATING HOURS

* 1. Park Office: 8.00am to 6.00pm

## SITE CARE AND MAINTENANCE

* 1. The site allocated to the principal occupant must be kept clean and tidy at all times in line with management standards.
  2. No surplus equipment or property is to be left on the ground outside or under tents, caravans, annexes or relocatable homes.
  3. Temporary clotheslines are not permitted.
  4. Sullage water and sewage shall be discharged into the sewer inlet points provided.
  5. 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 principal occupant whether the same is caused by his own actions or those members of his household or his servants or agents or tenant or guests.
  6. Removal of or damaging trees and shrubs is prohibited. Pruning may be permitted where the prior approval of the Owner has been obtained. All trees in the park have been assessed by a licensed arborist who has identified an appropriate works program.
  7. 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.
  8. Exterior potted plants are permitted on any site subject to the Owner’s approval.
  9. In-ground planting of garden annual varieties requires the prior approval of the Owner.
  10. The principal occupant 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 Owner.
  11. On departure, the principal occupant shall remove all rubbish and surplus materials and leave the site in a clean and tidy condition.
  12. Ensure that when the unit is unoccupied the gas supply is turned off at the bottle and that power and water are also turned off.

## NOISE

* 1. Undue noise is prohibited at all times, Quiet time after 10pm
  2. No principal occupant may make or permit any objectionable noise in the Park thereby interfering with the peaceful enjoyment of the other occupants, those having business with them or of any person lawfully using the common property.
  3. 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 occupants.
  4. Principal occupants 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 occupant at any time of the day or night.
  5. The use of lawn mowers and other motorised garden equipment and noisy power tools is not permitted between the hours of 4.00pm and 9.00am.
  6. Due quietness shall be observed when a principal occupant or his guest are entering or leaving the Park after 9.00pm or before 8.00am.
  7. For the peace and enjoyment of other park patrons, no building or maintenance works are permitted during the Christmas School Holiday break, on any long weekends (including Easter) or on a Sunday. No works are to commence before 9am or extend later than 4pm.

## USING THE AMENITIES

* 1. Principal occupants and their guests are expected to exercise reasonable economies of time and materials when using the Park Amenities.
  2. Hot water taps must not be left running into unplugged tubs or basins.
  3. Principal occupants are to be aware of water wastage when showering.
  4. Laundry must be removed from the washing machines and clothes dryers as soon as possible after the cycle is completed.
  5. Children are not permitted to play in the Amenities blocks.
  6. Any faulty equipment, leaking taps or cisterns should be notified to the Owner as soon as is practical after they are detected.

## GARBAGE DISPOSAL

* 1. All garbage must be placed in the bulk bins provided.
  2. 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.
  3. 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.
  4. 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. Principal occupants 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.
  5. Littering is not acceptable behaviour in this Park.

## BUILDINGS AND STRUCTURES

* 1. Any buildings, structures, alterations or additions to the dwelling must be approved by the Owner and the Council’s Building section. Application must be lodged in accordance with park procedures.
  2. The Principal Occupant shall maintain all buildings and structures on his allocated site, in good repair, safe condition and to a standard of appearance acceptable to the Owner.

## TELEPHONE MESSAGES AND MAIL DELIVERY

* 1. Only bona fide urgent messages will be delivered to the sites and this service is limited by the availability of staff.
  2. 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.

## SALES

* 1. Sales of vans/dwelling units on the Park must seek approval from the Owner before commencing with a sale. The Owner can be appointed as agents for the sale; please discuss with Owner for details of costs. Permitted nights included in the Agreement are not transferable to new owners.

## GENERAL

* 1. Principal occupant shall not waste water and shall ensure that all taps in their dwelling or on their site, are promptly turned off after use and have washers maintained in good order and condition. Please notify the Park Management of faulty taps that need repair.
  2. The use of unattended garden hoses, sprinklers and sprinkler systems is not permitted.
  3. Hawking of goods or services and religious canvassing is not permitted in the Park.
  4. Legitimate charity collections and sale of registered raffle and art union tickets in the Park, must have prior approval of the Park Manager, where appropriate.

**EXECUTED AS AN AGREEMENT**

**By selecting “I Agree” you acknowledge, agree and warrant that you:**

1. **have read understood and approve the terms and conditions above;**
2. **agree to abide by the Rules of the Park during your stay;**
3. **are over 18 years of age;**
4. **consent to the Park management contacting you or third parties to verify any details provided by you, your creditworthiness and other information reasonably required.**

**I Agree**