

LONG TERM HOLIDAY SITE AGREEMENT

between

Eastern Beach Tourist Park

and

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LONG TERM HOLIDAY SITE AGREEMENT

1. Purpose

The purpose of this agreement (“the agreement”) is to clarify the terms and conditions associated with the occupancy and associated use of a long term holiday site in the caravan park nominated in the attached schedule.

2. Commencement and duration

This agreement commences on the date as stated in the schedule appended to and forming part of this agreement and ends when terminated in accordance with the provisions prescribed in this agreement.

3. Definitions

In this agreement, the definitions of terms defined in the Residential Tenancies Act 1997, (“the Act”), and The Residential Tenancies (Caravan Parks and Movable Dwellings Registration and Standards) Regulations 1999, (“the Regulations”), are the same as in the Act and the Regulations but with such modifications as are necessary to make them applicable to occupants of long term holiday sites.

In addition -

“**A long term holiday site**” means a site which has been reserved for an extended period upon which is situated a movable dwelling and which is occupied from time to time on a non-residential basis.

“**Non residential basis**” means that the site is not occupied by a person who is using the site as his or her main place of residence.

“**Occupants**” means those persons who will have a right to occupy the site.

“**The Principal Occupant**” means the occupant who signs on behalf of and represents all of the occupants of a long term holiday site.

“**A Fixed Term Holiday Site Agreement**” means an agreement to occupy a long term holiday site for a fixed term.

“**A Periodic Holiday Site Agreement**” means an agreement to occupy a long term holiday site where there is no fixed term.

“**An Annual Site Agreement**” means an agreement to occupy a long term holiday site for a fixed term of one year.

4. Residential use voids the agreement

The agreement applies to occupancy on a non-residential basis only. The agreement does not apply should any of the occupants use the site as their main place of residence. The agreement ceases immediately should that be the case.

5. No undue interference by the caravan park owner

Within the period of this agreement and unless in accordance with this agreement the caravan park owner will not-

- (a) require or force the occupants to either vacate or remove the dwelling from the site.
- (b) remove the occupants dwelling from the site.
- (c) exclude or attempt to exclude, or restrict or attempt to restrict access by the occupants to the occupant’s site or dwelling or the caravan park in general.
- (d) take or attempt to take possession of the occupant’s dwelling.
- (e) interfere with the peace and comfort of the occupants.
- (f) withdraw services or facilities reasonably required for the occupancy of the site.

6. Payment of Rent and Other Charges

6.1 Rent for long term holiday sites must be paid in advance for the period as stated in the schedule attached hereto.

6.2 Charges other than rent must be paid as stated in the schedule attached hereto.

- 7. No additional rent or related fees to be charged**
The caravan park owner must not levy any additional charges within any fixed term of this agreement unless such charges are disclosed in the schedule attached hereto.
- 8. Rent increases**
8.1 The caravan park owner must give the principle occupant 90 days notice of any increase in rent or other charges unless the increase results from that of a supply authority for which the caravan park owner has responsibility to pay.
8.2 Any rent increase must not result in the occupants paying higher rent or other charges than the occupants of comparable dwellings, in comparable circumstances on comparable sites in the caravan park.
- 9. Receipts**
Upon payment of rent or any other charges the caravan park owner will provide the principal occupant or the person making the payment with a written receipt-
- (a) immediately, if the payment is made in person and in cash, or
 - (b) immediately if payment is made in person and a receipt is requested, or
 - (c) within 7 days of receiving the payment, if the payment is not made in person and a receipt is requested.
- 10. Visitors**
10.1 The principal occupant of a long term holiday site must make prior arrangements with, and obtain the consent of the caravan park owner if the dwelling is to be occupied by persons other than the occupants named in the schedule attached hereto.
10.2 The caravan park owner may charge the occupants additional rent in respect of any visitor who stays in the dwelling. Any such additional rent will be no greater than that which is charged for additional persons occupying short term sites in the caravan park.
- 11. Electricity, gas and water charges**
11.1 The principal occupant will pay the caravan park owner for the use of any electricity, gas and water used by the occupants provided that such services are individually metered and the costs disclosed in the schedule attached hereto.
11.2 The caravan park owner will pay for-
- (a) all charges arising from a water supply service to a separately metered site that are not based on the amount of water supplied or used.
 - (b) all charges related to the supply or use of any sewerage or drainage facilities to or at a separately metered site that are not based on the extent of use of the service. Excluded from this provision are any capital works desired by the occupant and for which the occupant has agreed to pay.
 - (c) the cost of all services to the site if those services are not separately metered
- 11.3** In circumstance where section 11.1 applies the caravan park owner will make the meter readings available to the occupant upon request.
- 12. Duties of occupants**
The occupants will not breach any of their duties as outlined in the "Duty Statement" which forms part of this agreement.
- 13. Duties of the caravan park owner**
The caravan park owner will not breach any duty as outlined in the "Duty Statement" which forms part of this agreement.
- 14. Termination of the agreement**
This agreement and associated occupancy right ends -
- (a) if it is so agreed between the principal occupant and the caravan park owner; or
 - (b) if the occupant vacates with the consent of the caravan park owner; or
 - (c) on the date specified in a notice to vacate given by the caravan park owner or a notice of intention to vacate given by the principle occupant, which either was entitled to give; or
 - (d) if the occupant abandons the caravan; or

- (e) if the caravan park is sold; or
 - (f) if the occupant's caravan, beyond the reasonable control of the occupant, becomes unfit for human habitation or is destroyed totally or to such an extent as to be rendered unsafe; or
 - (g) if the site or the caravan park become unfit for human habitation, or
 - (h) at the commencement of any new agreement between the principle occupant and the caravan park owner.
 - (i) at the end of an annual site agreement corresponding with the first year of occupancy.
- 15. Notice of intention to vacate given by the occupant**
The principle occupant may give the caravan park owner a notice of intention to vacate specifying a date which is -
- (a) not less than 90 days after the date the notice is given to the caravan park owner
 - (b) the date that any rent increase is to come in to effect if the rent increase is in excess of the indicative maximum increment as specified in the schedule attached hereto.
- 16. Rent payable on termination without notice**
An occupant who vacates
- (a) without having given due notice; or
 - (b) without having obtained the agreement of the caravan park owner; or
 - (c) prior to the date specified in a notice given under section 15
- must pay to the caravan park owner the rent for 90 days after vacating or for 90 days after the date notice is given, whichever amount is the lesser.
- 17. Notice to vacate given by the caravan park owner**
- 17.1** The caravan park owner may give the occupant of a long term holiday site a termination notice effective immediately if the occupant or any other person present in the caravan park at the invitation of the occupant:
- (a) causes or allows serious damage to the site or the caravan park or any facility in the caravan park; or
 - (b) by act or omission causes a danger to any person or property in the caravan park; or
 - (c) seriously interrupts the quiet and peaceful enjoyment of the caravan park by other occupiers.
- 17.2** The caravan park owner may give the occupant of a long term holiday site a termination notice effective not less than 7 days after the notice is given to the occupant if the occupant
- (a) is more than 7 days past due with respect to the agreed rent or the agreed other charges and has failed to pay within 7 days of having received written notice to do so from the caravan park owner.
 - (b) has used the site or caravan or permitted its use for any purpose that is illegal at common law or under an Act.
- 17.3** The caravan park owner may give the occupant of a long term holiday site a termination notice for a breach of duty if the occupant has previously received at least two written "breach of duty" notices with respect to the breach or a similar breach. The last of any such notice must have indicated that if the breach is not remedied or is repeated a termination notice will be issued.
- 17.4** With respect to a periodic long term holiday site agreement but not a fixed term holiday site agreement the caravan park owner may give the occupant notice to vacate within 90 days-
- (a) without specifying a reason; or
 - (b) to change the use of the site; or
 - (c) to remove the site
- 18. Fixed term holiday site agreement automatically becomes a periodical holiday site agreement.**
At the end of the fixed term of a fixed term holiday site agreement the occupancy of the site is assumed to be on the basis of a periodical long term holiday site agreement unless the agreement is an annual site agreement corresponding with the first year of occupancy.

19. Duty in relation to goods or a dwelling left on site by an occupant of a long term holiday site

19.1 The caravan park owner will take reasonable care of any goods including any dwelling left on site by the occupants of a long term holiday site.

19.2 The caravan park owner may dispose of goods which are perishable foodstuffs, worthless or dangerous.

19.3 The caravan park owner must take reasonable steps to notify the principal occupant or the owner of the goods and/or dwelling as to when and from where the goods and/or dwelling may be collected.

19.4 At the caravan park owners discretion a dwelling may be stored without removing it from the site and in such case will be stored at a weekly fee equivalent to 90% of the site fee which had previously applied.

20. Sale of goods or any dwelling left behind by an occupant of a long term holiday site

20.1 The caravan park owner may consider abandoned and thus sell any goods or any dwelling stored under section 19 if 90 days have elapsed since the

(a) last occupancy, or

(b) date upon which the agreement ended, or

(c) last financial transaction with the occupants,

whichever is the latest, providing all reasonable steps have been taken, without success, to contact the owner of the goods and/or the dwelling

20.2 The caravan park owner may act as though the goods or dwelling have been abandoned if the owner of the goods or the dwelling fails to collect and pay the reasonable costs of handling and storing the goods or the dwelling.

20.3 The caravan park owner must give at least 90 days notice by registered mail of the intention to act under section 20.2

20.4 The owner of the goods or any dwelling to be sold under sections 20.1 or 20.2 may at any time before the goods or dwelling are sold, collect the goods or the dwelling if he or she pays the caravan park owner the reasonable costs incurred in

(a) moving, handling, storing or paying for the moving, handling and storing of the goods

(b) trying to notify the owner of the goods or the dwelling

(c) organising the sale of the goods or the dwelling.

20.5 The caravan park owner is not obliged to surrender any goods or dwelling to a former occupant unless all costs incurred under sections 20 or 21 together with any outstanding rent or other charges are paid to the caravan park owner.

20.6 A caravan park owner who sells any goods and/or a dwelling in accordance with sections 20 or 21 is entitled to the proceeds of any such sale.

21. The sale of dwellings on site

If the owner of a dwelling on a long term holiday site in the caravan park wishes to sell the dwelling while it remains on site, the owners of the dwelling must:

(a) obtain permission from the caravan park owner to sell the dwelling on site,

(b) notify the caravan park owner in writing of the intention to sell the dwelling, and

(c) inform any prospective purchaser that the sale of the dwelling voids any agreement with respect to the occupancy of the site, and

(d) advise any prospective purchaser that they make their own inquiries of the caravan park owner with respect to the prospects of entering in to an agreement enabling them to occupy the long term holiday site in question.

22. Payment of commission or transfer fees upon sale of a dwelling on site

22.1 The caravan park owner is not eligible for the receipt of a commission or fee, payable by the vendor, upon sale of a caravan on site unless it has been so agreed prior to the sale.

22.2 The caravan park owner is not obliged to enter in to a long term holiday site agreement with the purchaser of any dwelling sold on site.

DUTY STATEMENT

General duties of caravan park residents and caravan park owners are prescribed in the Residential Tenancies Act 1997. While “the Act” does not apply those duties to occupants of long term holiday sites, the duties are herein restated but modified where necessary to make them appropriate and applicable to the occupants of long term holiday sites.

This duty statement thus forms part of any agreement between the caravan park owner and the occupants of long term holiday sites.

1. Occupants use of the site

- The occupants must use the site for holiday purposes only; and
- use the site, caravan park and facilities properly and ensure that their visitors do the same.

2. Occupants must not use site for illegal purposes

- The occupants must not use or permit the use of the site, the dwelling or the caravan park for any purpose that is illegal at common law or under an Act.

3. Occupants duty to pay rent

- The occupants must pay the site fees and any other charges agreed with the caravan park owner on the due dates and in the agreed manner.

4. Quiet enjoyment - occupant’s duty

- Occupants must not do anything in or near the site or caravan park, or allow their visitors to the caravan park or site to do anything which interferes with the privacy and peace and quiet of other occupants of the caravan park, or their proper use and enjoyment of the caravan park.

5. Occupants must keep site clean

- The occupants must keep the site clean and tidy; and
- maintain the site and caravan in a manner and condition that do not detract from the general standard of the caravan park as set by the caravan park owner from time to time.

6. Occupants must not erect structures

- Occupants must not erect any structure on the site or in the caravan park without the prior consent of the caravan park owner.

7. Occupant must notify owner of and compensate for damage

- If any damage other than fair wear and tear is caused to the caravan park or any facilities in the caravan park by the occupant or his or her visitors, the occupant must:
 - (a) repair the damage; or
 - (b) notify the caravan park owner or caravan owner of the damage and pay compensation for the damage to the caravan owner or the caravan park owner.
- The occupants must report to the caravan park owner any damage to or breakdown of communal facilities of which the occupants have knowledge.

8. Number of persons occupying site

- The occupants must not allow more than the number of persons agreed with the caravan park owner to occupy the site.

9. Occupants must observe caravan park rules

- The occupants must observe all caravan park rules made from time to time.

10. Caravan park owner must provide access

- The caravan park owner must-
 - (a) provide 24 hour vehicular access for all occupants to all sites; and
 - (b) provide 24 hour access for all occupants to the caravan park and the communal toilet and bathroom facilities; and
 - (c) provide access during all reasonable hours for occupants to recreational areas, laundry and communal facilities other than toilets and bathrooms.

11. Quiet enjoyment – caravan park owner’s duty.

- The caravan park owner must not unreasonably restrict or interfere with the occupant’s privacy, peace and quiet or proper use and enjoyment of the site and the communal facilities.

12. Caravan park owner must keep park etc. clean

- The caravan park owner must-
 - (a) keep the common areas, gardens, roadways, paths and recreation areas in the caravan park clean and in a safe condition; and
 - (b) arrange for the collection of occupant's garbage from the caravan park

13. Duty of caravan park owner to maintain communal areas

- The caravan park owner must maintain, repair and keep clean and tidy all communal bathrooms, toilets, laundries and other communal facilities in the caravan park.
- When repairing or renovating communal facilities, the caravan park owner must-
 - (a) minimise inconvenience and disruption to occupants; and
 - (b) if necessary, provide temporary substitute facilities.

14. Caravan Park Rules

- The caravan park owner may from time to time make rules relating to the use, enjoyment, control and management of the caravan park
- The caravan park owner must give a copy of the caravan park rules to the principle occupant of a long term holiday site
- The caravan park owner must-
 - (a) take all reasonable steps to ensure that the caravan park rules are observed by all occupants; and
 - (b) ensure that the caravan park rules are reasonable and are enforced and interpreted consistently and fairly.

Schedule to Long Term Site Agreement

(Either referred to or implied, the conditions stated in this schedule form part of any agreement between the caravan park owner and the occupants of a long term holiday site)

The Name of the Caravan Park Eastern Beach Tourist Park
Address Eastern Beach Road, Lakes Entrance, Vic, 3909
Caravan Park Owner's Name East Gippsland Shire Council,
trading as Eastern Beach Tourist Park

The Principal Occupant's Name

Note : the occupant/s on this agreement are limited to 2 persons and they must be from the same family.

Address

This is a periodical holiday site agreement commencing

Notice of intention to vacate may be given by the principle occupant, in writing, to the caravan park owner, specifying a date which is no less than 90 days after the notice is given.

The names of those who are able to occupy the site and the dwelling are as follows-

NOMINATED IMMEDIATE FAMILY MEMBERS

Full details of the immediate family are required to be listed at the time of signing this agreement. Immediate family is defined as mother, father, children, grandparents and grandchildren, in-laws and siblings of the Occupant/s.

Immediate Family (Maximum of 8)	Relationship to Occupant
1.
2.
3.
4.
5.
6.
7.
8.

OCCUPATION FEES AND CHARGES

1. Amount of occupation fees

The occupation fee payable is

- **Option 1** - payable every quarter in advance, starting on
This option provides the occupier and their immediate family to stay in their caravan and annex for 180 nights per year at no extra cost.

NOTE: Any visitors (**not** members of the Site Occupiers immediate family) staying in the holiday van (with the Site Occupier) are to be paid for at the extra person rate.

- **Option 2** - payable every quarter in advance, starting on
This option provides the occupier and their immediate family to stay in their caravan and annex for 180 nights per year at no extra cost. With this option, the caravan and annex can also be sublet up to the total 180 nights per year with no additional fees being payable to the park owner.

2. Amount of other charges (such as water, electricity or gas charges)

The occupant agrees to pay an additional fee for air conditioning of \$5 per day whenever the site is occupied. This fee only applies to dwellings that have an air conditioner. Gas fees are the responsibility of the occupant.

3. Payment of council rates and other charges by park owner

The park owner agrees to pay, in connection with the holiday park on which the site is situated, for:

- (a) Council rates, and
- (b) Land taxes, and
- (c) Water and electricity charges.

4. Occupation fees are payable in advance and on time

- (a) The occupant agrees to pay the occupation fees in advance on the first day of every quarter.
- (b) The occupant agrees to pay the occupation fees on time.

A site will be considered as occupied if any one of the named occupants occupies the site.

Use of the site for nights in excess of the entitlement will be charged for as though the occupants towed the caravan in to the caravan park for an overnight stay.

With the consent of the caravan park owner and the principal occupant, a visitor may use and enjoy the occupant's dwelling and the caravan park. The fees for such use are the same as are applicable to additional persons occupying short term sites in the caravan park.

- Rent is payable annually in advance.
- Additional person or visitors fees are payable in advance of their occupancy.
- Other charges are due within 7 days of receipt of the invoice.

The dwelling is not on flood prone land.

A copy of the Caravan Park Rules has been provided to the occupant and a copy of the Residential Tenancies Act 1997 and the Residential Tenancies (Caravan Parks and Movable Dwellings Registration and Standards) Regulations 1999 are available for perusal on request.

ADDITIONAL TERMS

General

1. Park owner reserves the right to require a holiday van located in the Park to be moved from one site to another at the owner's risk and expense. If Park owner requires a dwelling to be moved on more than one occasion during the term of this agreement, Park owner will consider reimbursement of the cost of additional relocation.
2. Occupant agrees not to reasonably interfere, or to permit other users of the dwelling to reasonably interfere with the privacy, peace and quiet enjoyment of other occupants, holiday-makers and visitors to the park.
3. Bicyclists must wear helmets and not exceed 8 km per hour. Bicycles are not to be used before 9:00 a.m. or after 6:00 p.m. Skateboards and scooters are not permitted to be used in the park.
4. Occupant agrees to indemnify and keep indemnified Park owner against all liability or loss arising from, and any cost, charges or expenses incurred in connection with:
 - a. Any intentional, reckless, negligent or careless act or omission of the Occupant or visitors of the Occupant; and
 - b. Any breach of a term of this agreement by the Occupant, or an act or omission by any persons authorised by the Occupant to occupy or use the dwelling, which, if done or omitted to be done by the Occupant, would be a breach of a term of this agreement.
5. A public liability insurance policy for the amount of \$10,000,000 must be kept current by the occupier for the moveable dwelling. This is a condition of occupancy of the site.
6. Occupant agrees to compensate Park owner, upon demand, for any damage caused to the site, the park or the park's improvements.
7. Occupant cannot sell on site or assign the benefit of this agreement unless approved in writing by the Park owner. All sales must be handled through the Park Manager. A fee of 2.5% (min \$500) of the sale price will be charged to assign the site. The management will arrange and supervise inspections of the dwelling by prospective purchasers if required by the owner.
8. If a dwelling is to be unoccupied for periods in excess of 72 hours, a set of keys to the dwelling must be left with the park manager in the event of an electrical fault or other emergency.
9. Occupant must provide manager with the following information:

- a. Occupant's name and names of immediate family.
 - b. Address and contact phone number of the Occupant.
 - c. Make, size, serial number and registration number of dwelling.
 - d. Notification in advance of other persons using the dwelling.
 - e. Notification within seven (7) days of any change in the above.
10. Occupant must not effect improvements or alterations to the site without first obtaining the written consent of the park manager. Consent may be refused, given unconditionally, or given subject to such conditions as the manager may specify in writing. The building of any annex or structure is subject to normal building requirements.
 11. All visitors staying overnight must be paid for in advance.
 12. The Occupant must ensure that no person, including the Occupant, uses the dwelling as a principal place of residence, or for any other purpose than holiday use.
 13. A holiday van cannot be occupied for more than 60 consecutive days. The Occupant acknowledges that it is a fundamental term of this agreement.
 14. No relationship of landlord and tenant is or is intended to be created between the parties by this agreement or in any way whatsoever.
 15. Speed limit in the park is 8 km per hour. Pedestrians have the right of way at all times.
 16. Occupant's vehicle must be parked as directed by the Management.
 17. One vehicle per site. Additional vehicles, boats and/or trailers may be admitted with the Management's prior consent and providing there is room on the site. Extra vehicle charges must be paid in advance and the occupants of the vehicle must be staying in the dwelling overnight.
 18. Visitors cars are required to be parked in the Visitors Car Park.

Cleanliness

19. The site must be kept clean and tidy, with the standard being in line with the rest of the park. The dwelling must be maintained in good repair with no surplus property left on the ground or under the dwelling.
20. All sink wastes are to be discharged into the sewer.
21. Temporary clotheslines are not permitted.
22. Occupant shall notify Management of any damage to the site as soon as possible.

Park Rules

23. A copy of the park rules is attached to this agreement as Annexure A.

Signed for Eastern Beach Tourist Park
Signature
.....
Name/Position

Witness
Witness
.....
Name (please print)

Please indicate which is your preferred option: 1 2 (please circle)

Signed by the Occupant/s
Signature
.....
Name (please print)

.....
Signature
.....
Name (please print)

Witness
Witness
.....
Name (please print)