



River Road Leets Vale via Wiseman's Ferry NSW
2775
Phone: 02 45664444
Email: leetsvale@gmail.com

Leetsvale Caravan Park Occupancy Agreement

(as per HOLIDAY PARKS (LONG-TERM CASUAL OCCUPATION) ACT 2002)

This is an agreement on (date) between *Leetsvale Caravan Park* owner, Gwendoline Hall of 2082 River Rd, Leets Vale via Wisemans Ferry, NSW 2775 and the occupants, whose signatures appear, below for the lease of

Site No: _____ (Front/Side/Back site) & **Boat Shed No:** _____ (if any)

1st July 2013 to 30th June 2014 with roll-over provision

on the terms and conditions outlined in the agreement and thereafter as per the terms of this agreement.

The signatories have read and understood the Occupancy Agreement, terms and conditions, rules and regulations. They have also read and understood the Waiver/Indemnity form, which forms part of this Occupancy Agreement, and they agree to be bound by them.

Signature of park Owner: _____ (date: _____)

Signature of site holder: _____ (date: _____)

Signed by Site Holder/s:

<i>Signature of Site Holder (1)</i>	<i>Signature of Site Holder (2)</i>
<i>Name of Site Holder (1)</i>	<i>Name of Site Holder (2)</i>
<i>Address (1)</i>	<i>Address (2)</i>
<i>*E-mail:</i>	<i>E-mail:</i>
<i>Signature of Witness</i>	<i>Signature of Witness</i>
<i>Name & Occupation of Witness</i>	<i>Name & Occupation of Witness</i>
<i>Address of witness</i>	<i>Address of witness</i>

(Please print names and addresses clearly. *E-mail is the preferred method of communication.)



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Para (1) Names and addresses of site holders charged at usual site fees

Dotted lines for form input

Para (2) Names and addresses of nominated adults and/or children charged as per the Schedule of Fees. (birth dates must be provided for the children),

Dotted lines for form input

Permitted dog (must be accompanied by a photograph): (This section ONLY applies if you have had previous permission for a dog. No new dogs are permitted).

Name of dog, Breed, Age, Sex

If this section is not filled in and a photograph is not provided, the dog will NOT be permitted onto the park, regardless of past permission.

Permission is necessarily of a temporary nature. It is not granted in perpetuity, but will be reviewed on a yearly basis, or as necessary. You must abide by the rules and regulations applying to dogs. A dog that is found to be a danger or causing a nuisance will not be permitted onto the Park, regardless of prior permission.

TERMS AND CONDITIONS OF THE OCCUPANCY AGREEMENT

1 SITE

- 1.1 The Park will lease the Site Holder the site noted on Page 1 on the terms of this Agreement. The Site Holder agrees to pay the fees and other charges as set out in the Schedule of Fees.
- 1.2 From one to four persons (which includes the leaseholder/s) are authorised to use the site and the facilities of The Park at no extra charge. The site holders are those whose names appear in Para (1) on Page 2 of this agreement.
- 1.3 Up to 4 additional nominated people may be authorised to use the site and facilities of The Park as part of the Agreement. These may not be changed/swapped/alterd unless authorised by The Park. The Site Holder agrees to pay the fees for these persons as set out in the schedule of fees. The nominated persons are those whose names appear in Para (2) on Page 2 of this agreement.
- 1.4 If permission has been given for a dog to accompany a site holder onto The Park, that dog's photograph as well as its name, age, sex and other details are those entered into the designated area on Page 2.
- 1.5 The site may be used in broken periods for up to 180 days per year and a register is to be kept of when the sites are used – so you must book in on arrival and book out on departure.
- 1.6 The Park reserves the right to close the park for up to 2 weeks during winter if required, with 30 days' notice unless an emergency arises.
- 1.7 Those persons who are sharing a site but are not necessarily related (e.g. 4 single adults or two married couples) must all sign this agreement and other related papers. Only one person may be nominated as the principal site holder for the payment of fees as outlined in this agreement. The Park will not split the fees payable for the described site.

2 BOAT SHED

- 2.1 The Park will lease the Site Holder a boat shed, if available, and the Site Holder agrees to pay the fees as set out in the Schedule of Fees. Note that there is a waiting list for boatsheds.
- 2.2 Boatsheds are not transferable with the sale of a dwelling or transfer of a site. They are strictly allocated according to a waiting list.

3 ENTRY KEYS

- 3.1 If keys have not already been issued, The Park will give the Site Holder an entry key for the boom gate for the duration of the Agreement for a deposit as listed in the Schedule of Fees. The deposit will be required for all new or additional keys issued. The deposit will be refunded upon the return of the entry key in good working order.
- 3.2 The Site holder may not give, lend or hand over the entry key(s) for the boom gate to any other person other than those persons nominated at 1.2 and 1.3. This includes guests, visitors and potential purchasers of the Site Holder's property or any other persons, nor are guests to be let into the Park by *anyone* from any site, without making sure the guests book into the Park first. Boyfriends or girlfriends of park children/youth are required to book in and pay.

4 PAYMENTS

- 4.1 *Set fees* include all site and boatshed fees, service and TV charges and are *payable in advance*. They fall due on the first day of each quarter, being July, October, January and April. The set charges must be paid on or before 14th day of those months.
- 4.2 One invoice, which covers the whole year, will be issued for the start of July. As the set charges will not vary during the year, duplicate invoices will not be sent for each quarter.
- 4.3 Other *variable charges* (such as electricity) will be separately invoiced and will be payable within 14 days of the invoice date.
- 4.4 A late payment fee will be charged for all amounts outstanding as per the Schedule of Fees. This applies to each event and for each quarter.
- 4.5 Payments may be made by direct deposit, money order, cash or cheque. Cheques and money orders should be made out to *Leetsvale Caravan Park*. All cheques must have the name of the payee written on the back of the cheque if the business name is printed on the front of the cheque.
- 4.6 Direct payments may be made to the *Leetsvale Caravan Park* account, the details of which are shown on the Schedule of Fees included as part of this agreement or as noted on an invoice.
- 4.7 Persons paying cash must receive a receipt at time of payment. Cash payments are not encouraged. Cheques and money order receipts may be picked up at time of payment or, if sent by mail, from the office when convenient. Receipts for electronic transfers will not normally be provided.
- 4.8 The Park owner agrees to pay the council rates, land taxes and all relevant council licences in connection with the holiday park on which the site is situated.

5 INCREASES FOR FEES AND OTHER CHARGES:

- 5.1 Fees and charges are reviewed each year and any changes are effective from 1st July. Set fees will be fixed for one year from 1st July to 30th June the following year. The Site Holder will be notified no later than 30 days in advance of an increase in fees or charges.

- 5.2 If the new site fees and charges are deemed to be unreasonable a site holder may terminate the Agreement as soon as the fees are published by giving the Park owner notice and selling or removing their property from the Park. The Park owner will extend to the site holder an extra period of thirty one (31) days (i.e. from the commencement of the increased fees until 1st August of the same year) at the old fees and charges to give time for a sale to be completed. After this time a fee for keeping the van on-site will be levied; this will be equivalent to the new site fees and charges.

6 LENGTH OF AGREEMENT:

- 6.1 When the term of this agreement (12 months) expires and neither party has given the other a termination notice, the occupant may remain on site under the same terms and conditions, other than those terms included in Schedule of Fees, which are reviewed annually. Continued occupation is not an agreement for a fixed term.
- 6.2 Where the lease has expired and the holding over provision applies, if a new Occupancy Agreement is drawn up the Site Holder will be required to sign and enter into the new Agreement.

7 LEASE, SUB-LEASE & SALES OF CARAVANS AND ANNEXES, UNITS AND MOBILE HOMES:

- 7.1 The Site Holder may not lease, or sub-lease their site allotment, caravan or other dwelling to another party without written agreement by The Park.
- 7.2 All sales of dwellings must be finalised through the park office at a pre-arranged time. *Sales not finalised in the park office will not be recognised* and property may be required to be removed from the Park.
- 7.3 The Park has first option to purchase any unit/van before being offered to the open market.
- 7.4 No sale will be recognised and therefore no new lease will be issued to a prospective buyer if the seller has any outstanding fees related to the site. If all outstanding fees are not paid the owner will be required to remove his/her property from The Park at the owner's expense.
- 7.5 The seller has a responsibility to ensure that a prospective buyer is informed of the terms of the Agreement and the rules and regulations

of The Park by introducing the prospective buyer to the management *before any purchase arrangements have been made.*

- 7.6 A Site Holder may not transfer their site or dwelling or lease to any other person and may not sell part of his/her dwelling on the caravan park without the park owners' written permission.
- 7.7 In the event of permission from the management of a part transfer/sale the new partner must sign the Site Holder Agreement and other relevant papers before the finalising of the Agreement.
- 7.8 An administration charge is applicable for all sales or transfers of an on-site property as per the Schedule of Fees. The property is taken to include all furniture, electrical appliances, BBQs and annexes and any other improvements sold with the unit and intended to be left with the dwelling. Items not included in the sale must be removed from the Park prior to settlement and handover.
- 7.9 Sales or transfers will not be recognised unless the fee is paid.
- 7.10 A sale terminates the existing lease agreement and a new one must be entered into by the new buyer.

8 RELOCATION OF CARAVANS AND ANNEXES ETC.

- 8.1 If the site holder wishes to relocate his caravan and/or annex or other dwelling to another site on The Park he/she may, after written approval by The Park, do so at his/her own expense.
- 8.2 Management reserves the right to relocate any dwelling to another site and will do so at The Park's expense.
- 8.3 The Park will not be liable for any expenses incurred by the Site Holder for the removal of caravan, annex, other dwellings or property from The Park's land for any reason.

9 OCCUPANT'S USE OF SITE

- 9.1 The occupant agrees not to use the site for illegal purposes or allow any other person to do so.
- 9.2 The occupant agrees not to cause or permit a nuisance or allow any visitors to cause a nuisance or interfere with the reasonable peace and comfort of any other person on The Park.
- 9.3 The occupant agrees not to interfere with or damage another person's property and not to allow a visitor to do so.
- 9.4 The occupant agrees not to damage any part of the land, fixtures and fittings on the property on which the Park is situated.
- 9.5 The occupant agrees to keep the site reasonably clean. This is also a council requirement.
- 9.6 The occupant agrees to inform the Park owner as soon as possible of any damage to the site or other areas.

- 9.7 The occupant agrees not to attach any fixture or renovate, alter or add to the moveable dwelling or site without the owner's written permission.
- 9.8 The occupant agrees to comply with council regulations and the Local Government Act 1993 in respect of new or existing dwelling or any proposed alterations or additions.
- 9.9 The occupant agrees to be responsible to the Park owner for any act or omission by any person the occupant or the occupant's nominees allow on the site, or elsewhere on The Park, who breaks the terms of this agreement, including the Park rules and regulations and all conditions that are terms of this agreement.
- 9.10 The occupant agrees not to sell the occupant's moveable dwelling while it is on-site without the prior written permission of the owner or a Consumer, Trader and Tenancy Tribunal order.

10 OBLIGATIONS OF PARK OWNER

- 10.1 The Park owner agrees to ensure that there is no legal reason that the owner knows, or should know, about when signing this agreement, why the site cannot be used as the site of a residence for the term of this agreement.
- 10.2 The Park owner agrees that the occupant will have use of the site without undue interruption by the Park owner.
- 10.3 The Park owner agrees to make sure that the site, the common areas of the Park and anything provided by the Park for the use of the occupant are reasonably clean and fit to occupy or use.
- 10.4 The Park owner and occupant agree that any tradespeople reasonably requested by the occupant will be allowed onto the Park without unreasonable interference.

11 ENDING THIS AGREEMENT

The park owner and the occupant agree that this agreement can be terminated in one or more of the following circumstances:

- 11.1 if the park owner or the occupant gives notice of termination under this Part,
- 11.2 if the Consumer, Trader and Tenancy Tribunal makes an order terminating this agreement,
- 11.3 if a person having superior title to that of the park owner becomes entitled to possession of the site,
- 11.4 if a person succeeding to the title of the park owner (for example, a purchaser) becomes entitled to possession of the site to the exclusion of the occupant,
- 11.5 if a mortgagee in respect of the site becomes entitled to possession of the site to the exclusion of the occupant,

- 11.6 if the occupant abandons the site,
- 11.7 if the occupant delivers up vacant possession of the site with the prior permission of The Park owner, whether or not that permission is subsequently withdrawn.
- 11.8 by merger (that is, where the interests of the park owner and the occupant become vested in the one person),
- 11.9 by disclaimer (for example, on repudiation by the occupant accepted by the park owner),
- 11.10 if the fixed term ends, there is no provision for a continuing agreement and the park owner or the occupant has terminated the agreement after the expiry of the next period for which the occupation fee was payable.

12 WHEN CAN THE OCCUPANT END THIS AGREEMENT?

Termination by occupant on breach of agreement

- 12.1 The park owner and the occupant agree that the occupant may give the park owner a notice of termination of this agreement if the park owner has breached a term of this agreement.
- 12.2 The park owner and the occupant agree that a notice of termination given under this clause must give at least 7 days' notice as to the day on which vacant possession of the site will be delivered up to the park owner.
- 12.3 If this agreement creates an occupancy for a fixed term, the park owner and the occupant agree that a notice of termination given under this clause is not ineffective merely because the day specified as the day on which vacant possession of the site will be delivered up to the park owner is earlier than the day the term ends.

13 NOTICE OF TERMINATION BY OCCUPANT WITHOUT ANY REASON (but not for a fixed term agreement that has not finished)

- 13.1 The park owner and the occupant agree that the occupant may give notice of termination of this agreement without having to give any reason.
- 13.2 The park owner and the occupant agree that a notice of termination given under this clause must give at least 30 days' notice as to the day on which vacant possession of the site will be delivered up to the park owner.
- 13.3 This clause does not apply if the agreement creates an occupancy for a fixed term and that term has not finished.

14 WHEN CAN THE PARK OWNER END THIS AGREEMENT?

Termination on breach of agreement

- 14.1 The park owner and the occupant agree that the park owner may give notice of termination of this agreement to the occupant if the occupant has breached a term of this agreement.
- 14.2 The park owner and the occupant agree that a notice of termination given under this clause must not specify a day earlier than 7 days after the day on which the notice is given as the day on which vacant possession of the site is to be or will be delivered up to the park owner.
- 14.3 The park owner and the occupant agree that a notice of termination given by a park owner on the ground of a breach of the agreement to pay occupation fees has no effect unless the fees have remained unpaid in breach of this agreement for not less than 14 days before the notice is given.
- 14.4 The park owner and the occupant agree that a notice of termination given by a park owner on the ground of a breach of the agreement to pay occupation fees is not ineffective merely because of any failure of the park owner or the park manager to make a prior formal demand for payment of the fees.
- 14.5 If this agreement creates an occupancy for a fixed term, the park owner and the occupant agree that a notice of termination given under this clause is not ineffective because the day specified as the day on which vacant possession of the site is to be or will be delivered up to the park owner is earlier than the day the term ends.

15 NOTICE OF TERMINATION BY PARK OWNER WITHOUT ANY REASON (but not for a fixed term agreement that has not finished)

- 15.1 The park owner and the occupant agree that the park owner may give notice of termination of this agreement without having to give any reason.
- 15.2 The park owner and the occupant agree that a notice of termination given under this clause must give at least 3 months' notice as to the day on which vacant possession of the site will be delivered up to the park owner.
- 15.3 This clause does not apply if the agreement creates an occupancy for a fixed term and the notice of termination specifies that it takes effect before that term finishes.

16 NOTICES OF TERMINATION

The park owner and the occupant agree that a notice of termination must:

- 16.1 be in writing, and
- 16.2 state the address and site number of the site, and

- 16.3 be signed by the person giving it, and
- 16.4 be dated, and
- 16.5 allow the required period of time, and
- 16.6 give the date the occupant intends to, or is required to, give vacant possession, and
- 16.7 give the reasons for ending this agreement (if any), and
- 16.8 be properly given.

17 HOW NOTICES ARE PROPERLY GIVEN

The park owner and the occupant agree that a notice of termination given to the occupant may be:

- 17.1 posted to the occupant's site and to the occupant's principal place of residence, or
- 17.2 given to the occupant personally, or
- 17.3 given to a person aged over 16 who normally pays the occupation fees, or
- 17.4 given to a person aged over 16 who occupies the site to pass on to the occupant.

The park owner and the occupant agree that a notice of termination given to a park owner may be:

- 17.5 posted to the park owner's residence, or
- 17.6 given to the park owner or to the park manager personally, or
- 17.7 posted or faxed to the park owner's, or park manager's, place of business, or
- 17.8 given to a person aged over 16 who normally collects the occupation fees.

18 MISCELLANEOUS

- 18.1 The park owner and the occupant agree that the occupation fees payable under this agreement accrue from day to day and on termination any outstanding occupation fee is payable.
- 18.2 Breach or notice of termination not waived by acceptance of occupation fees:
- 18.3 The park owner and the occupant agree that a demand for, any proceedings for the recovery of, or acceptance of, occupation fees payable under this agreement by the park owner:
- 18.4 (a) does not operate as a waiver of:
- 18.5 (i) any breach of this agreement, or

- 18.6 (ii) any notice of termination on the ground of breach of this agreement given by The Park owner, and
- 18.7 (b) is not evidence of the creation of a new occupancy.

19 RULES AND REGULATIONS AND OTHER CONDITIONS

- 19.1 The Site Holder and all nominated and authorised persons mentioned in 1.2 and 1.3 agree to the rules and regulations of The Park as outlined in the Rules and Regulations.
- 19.2 The Site Holder and all nominated and authorised persons mentioned in 1.2 and 1.3 agree to the Conditions of Entry.
- 19.3 The Site Holder and all nominated and authorised persons mentioned in 1.2 and 1.3 agree to the Indemnity/Waiver.

20 VISITORS

- 20.1 The Site Holder agrees that all visitors, guests and any other person invited or attending The Park for any reason due to the Site Holder will abide by the Rules and Regulations and Conditions of Entry.
- 20.2 The Site Holder agrees all visitors, guests and any other person invited or attending The Park for any reason due to the Site Holder will pay visitor fees. Fees are listed in the Schedule of Fees and must be paid to the Management between 9:00am and 5:00pm. Outside these hours the Site Holder must collect fees and give them to the management at the first available opportunity.
- 20.3 The Site Holder is liable for any fees unpaid by any visitors, guests and any other person invited or attending The Park for any reason.

21 DOGS

- 21.1 Dogs must be on a leash at all times. Dogs are discouraged and unfortunately no new permission for dogs will be given. Those people with existing permission for a dog must register the dog and provide a photograph. Permission is subject to review and is not transferable to a new dog.
- 21.2 Visitors are not allowed to bring dogs onto the park at any time.

22 SAFETY ISSUES

- 22.1 It is a condition of this agreement that the Occupant has Insurance Cover with \$10 million public liability which must be sighted by the Office every 12 months.

- 22.2 Other Insurance Cover is the Site Holder's responsibility and independent advice on individual requirements is recommended.
- 22.3 All dwellings must be equipped with smoke alarms, a fire extinguisher and fire blanket.
- 22.4 Note that mobile phone coverage may be poor or non-existent.
- 22.5 All water must be boiled for drinking purposes.

23 Schedule of Fees from 1st July 2013 to June 30th 2014 (revised annually)

Sites	
Front	\$965.40 /quarter + 5.5% GST
Side	\$932.70 /quarter + 5.5% GST
Back	\$848.10/quarter + 5.5% GST
Additional nominees	Adults \$30 /quarter; Children \$15 /quarter + 5.5% GST
Boat Sheds	
1-10	\$206 /quarter + 10% GST
11-20	\$237 /quarter + 10% GST
21-28	\$285 /quarter + 10% GST
Unlocked sheds 29-30	\$150/quarter +10%GST
Open storage	\$55 /quarter + 10% GST
Other charges	
TV maintenance	\$9.50 /quarter + 10% GST
Electricity charges	As per meter + 10% GST
Late payment fee for each quarter the fee is late	\$56/quarter for site fees and other set fees + 10% GST \$15/quarter for electricity and other invoiced charges + 10% GST
Boom gate keys	\$50 per key, refundable when returned
Sale/transfer of vans or site	\$1500+10% GST Front site; \$1200 + 10% GST side site. \$950 +10% GST back site
Service fee	\$46/quarter + 10% GST
Visitors (inc GST)	
Adults (over 16)	\$6 /day only 8am-6pm; \$6.00 night only; \$10.00 for day +night (24hrs)
Children (4 to 16)	\$4 /day only 8am-6pm; \$4.00 night only; \$7.00 for day +Night (24hrs).
Electricity for Campers	\$4.00 per day per site
Boat Ramp Fees (inc GST)	
Day/weekend	\$15
Longer stays ramp use	By negotiation
Visitor's Dogs	No visitor's dogs allowed.
Terms of agreement regarding nominated occupants and visitors	1 to 4 people can be included in site fees as occupants without extra charge. Four additional adults and/or children may be nominated at an extra amount as above Persons not nominated will be charged as visitors.
Method of Payment	Cheques or money orders are to be made payable to Leetsvale Caravan park. EFT payments may be made to: <u>Leetsvale Caravan Park, BSB: 114 879; Acct No: 430 410 763.</u> .Cash payments are discouraged other than for casual visitors.
<u>Terms of payment</u>	
<p>Site fees and other set charges are payable in advance for each quarter. They are due on 1st day of July, October, January and April and are payable on or before 14th day of those months. A tax invoice for the whole year will be sent <u>once</u> by email (unless otherwise arranged) at the start of quarter 1 (July) detailing the set amounts payable in each quarter and the due dates. Unless your circumstances change, the amounts will be the same for each quarter. The <u>set fees will not be increased during the year</u> so duplicate invoices will not be sent each quarter. Invoices for amounts which vary, such as electricity, will be sent as normal.</p> <p>It is the site-holder's responsibility to pay site, boatshed, service, TV and all applicable set fees and charges on time. After the first invoice in July (for the set fees), further invoices will only be sent for electricity and other variable charges and are payable within 14 days; a fee for late payment is applicable and will be charged. Reminder invoices for <i>late payment</i> of site fees, set fees and other fees will include the late payment charge.</p> <p>Fees and charges will be reviewed annually and at least 30 days' notice will be given of any changes (other than for reductions). A new schedule of fees will apply after 30/6/2014.</p>	

24 TERMS AND CONDITIONS OF ENTRY:

Entry to the Leetsvale Caravan Park and access to its foreshores, facilities and any surrounding land which forms part of the whole property on which The Leetsvale Caravan Park is situated is strictly conditional upon acceptance by all Site Holder, visitors, guests and other persons to the following terms and conditions.

Motor bikes and recreational vehicles are banned from use.

While all due care will be taken at all times – please note that:

1. Water sports, as well as other forms of activities available at or through this park are inherently dangerous and may involve considerable risk to participants, spectators and other persons in this park
2. No liability, however arising, will be accepted by the Leetsvale Caravan Park/management in respect of death, injury, or illness of any persons who enters or remains on any part of this property.
3. No liability, however arising, will be accepted by the Leetsvale Caravan Park/management in respect to the loss of, or damage to, any motor vehicles, recreational motor vehicles (motor bikes etc.), boats, caravans and annexes, mobile homes, equipment of any sort, or other property of any description brought to, stored or kept in the park at any time.
4. No liability, however arising, will be accepted by the Leetsvale Caravan Park/management in respect of death, injury, or illness of any persons, or loss of or damage to any property of any description brought to, stored or kept in the park at any time resulting from any dog/animal within the property.
5. Subject to any statutory provisions to the contrary, no guarantee or warranty (expressed or implied), is made by the Leetsvale Caravan Park concerning the quality, suitability, fitness or condition of any of the areas of the whole property, facilities, equipment and/or services supplied to any Site Holder, visitors, guests, or other persons entering on the whole property, the caravan park area or its foreshores.
6. Certain areas of the whole property and its foreshores may present danger to children and extreme care must be exercised to properly supervise children at all times. Leetsvale Caravan Park are unable to supervise or protect children who are present on the property and the responsibility for properly supervising and caring for children will at all times remain with the parent/s and/or adult/s who accompany the child/ren to this park.
7. For the proper management of the park and the convenience of all Site Holder and visitors who enter upon this property, certain rules and regulations apply to the use and enjoyment of the park and its facilities and are listed below. Any Site Holder and/or visitor who breaches these rules or causes danger, inconvenience or nuisance to any person on this property including to the proprietors, management employees/agents, may be ordered to leave the park forthwith.

25 RULES AND REGULATIONS

Please note that serious or repeated breaches will result in termination of the agreement.

1. All persons are expected to behave in a courteous and considerate manner while on The Park. The peace and privacy of others as well as their property is also to be respected.
2. Noise must be at a reasonable level at all times. In addition there is a noise curfew after 10.30 pm Sunday to Thursday and after 12 midnight on Friday and Saturday.
3. Setting off fireworks is expressly forbidden other than by a person licensed to do so and with permission, in writing, of the Park owner.
4. Visitors must book in on arrival. The Park owner is generally available from 8.30 am to 6pm. If the office is closed please try the owner's or assistant manager's houses. Otherwise please book in as soon as possible afterwards. All visitors must pay on arrival or prior to leaving.
5. All trailers are to be stored or parked in the designated areas. No trailer or boat of any type is to be parked within the main park area at any time.
6. *Only one car per site* is to be parked at/near the site. All other cars are to be parked in areas designated by The Park as acceptable parking areas.
7. *All signs must be obeyed.* Speed limit on the entry road is 10km/hr and anywhere on the caravan park side of the boom gate is walking speed or 5km/hr. Particular care must be taken to watch out for children playing, especially on blind corners.
8. It is a serious breach to remove, alter, deface, obstruct or tamper with any sign, building or safety device.
9. No-one must aid anyone in unapproved alterations to dwellings or unapproved electrical work.
10. The possession, use and/or consumption of illicit drugs and the excessive intake of alcohol is prohibited. Police may be involved at manager's discretion.
11. The Site Holder is responsible for payment of any damages they or their visitors or friends incur on this park.
12. It is the responsibility of the Site Holder whose signature appears on this contract or the person in charge of the dwelling in the absence of the nominated Site Holder to ensure that their nominated site persons and visitors know and obey the rules so please keep a copy of same handy.
 - a) The Site Holder will inform all visitors, guests and any other person invited or attending The Park for any reason of The Park's Terms & Conditions of Entry, Rules and Regulations and contents of the Indemnity/Waiver.
 - b) No person, adult or child is to give entry to unaccompanied visitors by any means –this includes tail gating, putting metal across the exit strip to prevent closure of the boom gate or lending keys.
 - c) All Site Holders must inform their visitors, guests, or any other person visiting that they are not permitted on the premises without booking in prior to entering the park.
 - d) Any visitors, guests or any other person arriving or departing outside of the allocated office hours must attend the office or the residences of the management to announce their presence at an appropriate time.

- e) A Site Holder may allow relatives and/or friends to use their facilities while they themselves are absent ONLY by prior arrangement with management or staff and the persons using the site are subject to all the rules regarding visitors, guests and other persons.
 - f) If any visitors leave without paying the amount owing will be billed to the Site Holder and the fee will be deemed to be the length of the holiday – eg: a weekend or long weekend or any length of time the Site Holder stays.
 - g) If a Site Holder wishes to make arrangements with Leetsvale Caravan Park to pay for their visitors, they must do so before the arrival of the visitors and their guests must still book in and sign out on departure.
 - h) *Visitors must leave their cars outside the boom gate* – unless permission to enter is given by the management.
 - i) No visitors may bring dogs.
13. Riding pushbikes without helmets on park roads is illegal and helmets must be worn at all times on the property. No mounds or holes are to be made by children or adults.
14. No flammable liquid is to be stored in, around or underneath the caravans or annexes and no timber, rubbish or burnable material to be stored under vans. Nothing is permitted to be stored in walkways.
15. Site Holders must periodically clear the leaves from the roofs and clean under caravans and annexes. All dwellings must be kept clean and in reasonable repair.

26 RUBBISH AND RECYCLING.

Provision is made for the disposal of a *reasonable amount of household rubbish* which is removed once a week (currently on a Tuesday morning) by Council or Cleanaway. Recycle bins are emptied every fortnight.

All Site Holders and visitors are subject to the following:

- a) All kitchen and other food waste is to be put in plastic bags (tied) and placed in the designated areas closest to your own van.
- b) The plastic bags must be of the “tough” type as most others are liable to break.
- c) *No rubbish of any kind is to be left on or around the septic tank*
- d) *No non-recyclable rubbish is to be put in recycling bins, or left around the park other than in the designated areas.*
- e) No major items of any sort – be it fridges, appliances large or small, bedding, furniture, BBQs, timber or whatever is to be taken to our old tip or left on the park (if you have managed to get replacement goods down here, then just reverse that process).
- f) *All glass bottles and aluminium cans must be put into the recycling bins. They must not be thrown in with kitchen waste. There is simply no room and it results in rotting rubbish overflowing the bins.*
- g) All plastic bottles, large stiff plastic packaging, newspapers, magazines, cardboard boxes and empty food cans etc. must be taken home and put into your own recycling bins.

27 SITE HOLDER / VISITOR IDEMNITY AGREEMENT

Leetsvale Caravan and Recreation Park, herein referred to as "Leetsvale Caravan Park" or "The Park", is a phrase will include the whole property owned by the proprietors, the owners, management, staff and agents.

A Site Holder may be referred to as a Lessee, Licensee, Site Holder, Tenant, Site Payer and reference to the site holder includes the nominated site residents and the nominated extra residents from any site on Leetsvale Caravan Park.

A Visitor is anyone coming to the park who is not a lessee.

ACKNOWLEDGEMENT RELEASE & ASSUMPTION OF RISK WARNING

This is an important document which affects your legal rights and obligations. Read it carefully and do not sign it unless you are satisfied that you understand it. If you have any questions about this please seek independent legal advice.

ACKNOWLEDGEMENT OF RISKS, INJURY AND OBLIGATIONS

I ACKNOWLEDGE that some activities that I may undertake can be DANGEROUS and that by participating in and/or observing an activity I am exposed to certain risks. I also acknowledge that as a site holder/visitor I am not permitted to ride a motor bike, moped, quad, dune buggy or any recreational vehicle on any part of the property known as Leetsvale Caravan Park– nor are any minors that may accompany me on any visit.

I ACKNOWLEDGE AND UNDERSTAND that whilst participating and/or observing activities on Leetsvale Caravan Park

- I may be injured, physically or mentally, and be killed, or may die.
- My personal property may be lost, stolen or damaged.
- Other persons participating in such activities may cause me injury or may damage my property.
- I may cause injury to other persons or damage their property.
- The conditions in which any activity is conducted may vary without warning.
- I may be injured or die or suffer damage to my property as a result of the negligence or breach of contract of others.
- There may be no or inadequate facilities for treatment or transport for me if I am injured.
- I assume the risk of and responsibility for any injury, death or property damage resulting from my participation and/or observation in the activities on Leetsvale Caravan Park.
- No clause herein that is void or voidable shall affect the other terms and conditions of this agreement.
- I understand that the document applies to all future visits I may make to Leetsvale Caravan Park and the whole of the property on which the actual caravan park is situated.

RELEASE AND INDEMNITY TO LEETSVALE CARAVAN PARK.

IN CONSIDERATION of being granted permission to enter Leetsvale Caravan Park and/or participate in/observe the activities on Leetsvale Caravan Park (and except to the extent that the same may be precluded by statute) THE OCCUPANT AGREES TO RELEASE AND INDEMNIFY LEETSVALE CARAVAN PARK its principals, management, staff and agents as follows:

The occupant agrees:

1. to indemnify the park owner against any liability for any damage, loss or injury that may occur as a result of the occupant's acts, omissions or conduct including, without limitation, damage caused by flooding, whether or not the park owner is aware or should have been aware that there was any likelihood of flooding.
 - 1.1 to take out and keep a public risk insurance policy for at least \$10 million for each event covering liability for injury and property damage arising from the occupant's acts, omissions or conduct.
 - 1.2 the park owner has the right to ask the occupant to increase the amount of cover referred to in this clause if the occupant is given at least 14 days written notice of the amount of the increase.
 - 1.3 the Park owner may ask for and the occupant must produce, a current certificate of insurance, and that the park owner may take a copy of that certificate.

Risk Warning About Recreational Activities

2. Within the meaning of the Civil Liability Act 2002, the park owner warns the occupier and other persons who engage in any recreational activity, within the meaning of the Civil Liability Act 2002 in, on or near the site, that the pursuit of such activities may result in harm or personal injury.

All persons who engage in a recreational activity do so at their own risk.

Recreational activity is defined in the Civil Liability Act 2002 to include: (a) any sport (whether or not the sport is an organised activity), and (b) any pursuit or activity engaged in for enjoyment, relaxation or leisure, and (c) any pursuit or activity engaged in at a place (such as a beach, park or other public open space) where people ordinarily engage in sport or in any pursuit or activity for enjoyment, relaxation or leisure.

Children

3. The occupant agrees to be responsible for the actions of any child of the occupant or any child who is a day guest or an overnight visitor while the child is on the holiday park.

Responsible Parent or Guardian to Supervise

4. Within the meaning of the Civil Liability Act 2002, the occupant agrees not to permit the site to be occupied by an incapable person or to permit an incapable person to engage in a recreational activity unless the incapable person or persons are under the control of or accompanied by another person. [Incapable person means a person who, because of the person's young age or a physical or mental disability, lacks the capacity to understand the risk warning.]

4.1 Within the meaning of the Civil Liability Act 2002, the occupant agrees to release and indemnify the park owner against any claims made by an incapable person who suffers harm as a result of engaging in a recreational activity in, on or near the site while under the control of or accompanied by another person.

I enter into this agreement on my own behalf and on behalf of my executors, administrators, assigns and any minors for whom I am responsible at any time during my participation and observation of activities on Leetsvale Caravan Park.

Before signing on Page 1 of this Occupancy Agreement I have read and understood the Indemnity/ Waiver and know that it affects my legal rights.

(The final page contains definitions of terms used in this document).

DEFINITIONS

“Leetsvale Caravan Park” meaning the business, proprietors, management, employees and/or agents, lands, buildings equipment, etc. owned by the business and proprietors of Leetsvale Caravan Park.

“Leetsvale” in context means “Leetsvale Caravan Park” .

“Property” means Leetsvale Caravan Park and all lands, buildings, equipment etc. owned by the business and the proprietors of Leetsvale Caravan Park.

“Park” means Leetsvale Caravan Park and all lands, buildings, equipment etc. owned by the business and proprietors of Leetsvale Caravan Park.

“Visitors” means visitors, guests or any other persons that aren’t Site Holders or nominated persons.

“Site Holder” means Site Holder, Site Holders, Tenant, Lease Holder, Site Payer and /or the nominated site attendees and the additional nominated attendees from any site on Leetsvale Caravan Park.

“Site Holder Agreement” means agreement, occupancy Agreement, lease, allotment or any other term describing the designated space of the Site Holder.

“Management” means the proprietors, managers, employees and/or agents of Leetsvale Caravan Park.

“The Park” in context means same as “Management” above.

“Recreational vehicles” means motorcycles (registered and unregistered), dune buggies, moped, quads, tricycles, or any other motorised recreational vehicle.

“Dwellings” means caravans, annexes, mobile homes, motorised homes, units and tents etc. that are on a site at Leetsvale Caravan Park. In the same sense “caravan” or “van” or “unit” also means any dwelling, including mobile homes, demountable homes, motorized homes or any dwelling of any type on the site.

“Equipment” means any motor vehicles, tools, plant, building aids, meter boxes, signs, any wiring, lights, plumbing, etc. used to service and maintain the Leetsvale Caravan Park.

“Occupation agreement”, “occupancy agreement”, “tenancy agreement” and “Lease” or “lease of the site” mean essentially the same thing.

The definitions are intended as a guideline.

(End)