



Long Term Storage Site Agreement

Between

‘FAIRHAVEN FAMILY HOLIDAY PARK’

and

‘PRINCIPAL OCCUPANTS’

1 September 2020 – 31 August 2021

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Introduction

- A. Park Management operates the Caravan Park on behalf of the Park owner, Morton Pty Ltd.
- B. The Principal Occupant has requested Park Management, and, subject to the terms of this Agreement, Park Management has agreed, to allow the Principal Occupant the use of the Site, which is a Long-Term Storage Site, for the purpose of storing the Dwelling.
- C. The purpose of this Agreement is to record the terms and conditions upon which Park Management and the Principal Occupant have agreed. These terms and conditions will apply in respect to the long-term storage of the Dwelling and the associated use of the Long-Term Storage Site by the Principal Occupant.

Agreement

1. Definitions

“Abandoned Goods”	means goods (including the Dwelling) which become abandoned under Clause 12.
“Additional Nights”	means any night or nights in excess of the Permitted Nights that any of the Occupants (including Visitors) occupy the Dwelling during the Term.
“Agreement”	means “Long Term Storage Site Agreement”. Any reference to “Agreement” in this document refers specifically to the intention to create a “Long Term Storage Site Agreement”.
“Caravan Park” or “Park”	means the caravan park specified in the Schedule.
“Charges”	means the charges specified as such in the “Fees and Charges Schedule”.
“Day Visitors”	are persons invited into the Park by virtue of a Principal Occupant or his/her Nominee who do not stay overnight and do not attract visitors fees. Day Visitors only have bare licence to access the Park and must comply with this Agreement and the General Rules.
“Day-Pool Visitors”	are persons who pay a fee for the use of the pool (who have bare licence access to the Park).
“Duty”	means a duty of either Park Management or the Principal Occupant as the context requires.
“Dwelling”	means the moveable dwelling located on the Site.
“Embedded Network Exempt Seller”	means Park Management of an embedded electricity network holding an exemption under the Exempt Selling Guideline published by the Australian Energy Regulator.
“End Date”	means the Expiry Date or such earlier day upon which this agreement is terminated.
“Excluded Disputes”	means disputes about: - <ul style="list-style-type: none">(a) Unpaid site fees or charges;(b) The termination of this Agreement;(c) The relocation of the Dwelling within the Caravan Park; and(d) The Park Rules
“Expiry Date”	means the 31 st day of August next year after the Commencement Date in all circumstances.
Fees	means the fees specified as such in the “Fees and Charges Schedule”.
“Financing Change Statement”	has the same meaning as ‘financing statement’ in the PPSA.

“Fire Authority”	means the Fire Rescue Victoria, the Country Fire Authority, the Metropolitan Fire Brigade and any other body which has the power to impose fire safety requirements in respect to caravan parks in Victoria.
“Long Term Storage Site”	means a site within the Park which has been reserved for the Term and upon which is situated a moveable dwelling which is occupied from time-to-time on a Non-residential Basis. Any reference to a “Site” in this Agreement refers specifically to a Long-Term Storage Site.
“Long-Term Storage Site Agreement”	means an agreement to occupy a Long-Term Storage Site for a fixed term of one year beginning on 1 September and ending on 31 August the following year.
“Nominees”	are those visitors, nominated by the Principal Occupant and who have bare license to access to the Park without additional charges for the period of this agreement; or are visitors who the Principal Occupant has paid an additional fee to be a nominee. Nominees do not include overnight visitors.
“Non-Residential Basis”	means, in respect of a site, that the site is not occupied by any person as his or her only or main place of residence.
“Office of the Essential Services Commission”	means the State Government of Victoria’s Independent Economic Regulator of Essential Services.
“Owner”	means the person or entity named as such in the Schedule and includes Park Management’s Authorised Representative.
“Overnight Visitors”	are persons who pay a fee for an overnight stay (who have bare license access to the Park).
“Park Management”	means any person authorised in writing by Park Management as such for the purposes of this Agreement.
“Park General Rules”	means the General Rules published by Park Management from time to time in accordance with the Regulations.
“Permitted Continuous Period”	defined in the Schedule.
“Permitted Nights”	means the number of nights specified in the Schedule.
“PPSA”	means the <i>Personal Property Securities Act 2009</i> (Cth)
“PPSR”	means the register established under the PPSA, s. 147.
“Principal Occupant”	means the person named as such in the Schedule and who has signed this Agreement for herself or himself.
“Registration Slip”	means the form required to be completed within 3 hours of arrival at the Park. These forms are located in the foyer of reception.
“Term”	means a fixed term of a maximum one-year beginning 1 September and ending 31 August the following year.
“Vehicle”	includes motor car, motor truck, motorcycle, motor-scooter, utility, sports utility vehicle, camper vehicle and any other motorised vehicle.
“Visitor”	means any person who is defined in this agreement as a ‘day visitor’, ‘day-pool visitor’, ‘overnight visitor’ as well as any person who enters the Park by virtue of this Agreement. The Principal Occupant, in all circumstances, is wholly responsible for all actions taken by any category of visitor.

2. Interpretation

- (a) Words importing the singular shall (where appropriate) include the plural and vice versa;
- (b) Words importing any one gender shall (where appropriate) include the other gender;
- (c) Words importing natural persons shall (where appropriate) include corporations, firms, unincorporated associations, partnerships, trusts and any other entities recognised by law and vice versa;
- (d) Headings are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement;
- (e) 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.

3. Grant and Term

- (a) In consideration of the payment of the Fees, Park Management grants the Principal Occupant a licence to store the Dwelling on the Long-Term Storage Site subject to the terms of this Agreement.
- (b) This Agreement commences on the Commencement Date and shall continue until the Expiry Date or such earlier date upon which it is terminated in accordance with this Agreement or as specified in the Schedule.
- (c) For the avoidance of doubt, Park Management and the Principal Occupant acknowledge that they each enter into this Agreement based on their common intention that the Long-Term Storage Site is to be used for storing the Dwelling for the Term and that the use of the Dwelling by the Principal Occupant and Nominees as permitted by this Agreement shall be for holidaying purposes only and under no circumstances shall any person who has the right to use the Long-Term Storage Site under this Agreement be or become a resident or a site tenant within the meaning of the *Residential Tenancies Act 1997 (Vic)*.
- (d) The Principal Occupant will be required to remove all property from the Long-Term Storage Site and the Park premises within 7 days of the expiration of this Agreement if:
 - (i) a Principal Occupant fails or refuses to sign a subsequent offered Park Management; or
 - (ii) Park Management refuses to renew the Agreement following the expiration of the original or any subsequently signed agreement.
- (e) Park Management only purports to ensure the availability of a Long-Term Storage Site for the duration of this Agreement. No guarantee is made:
 - (i) to enter into subsequent Agreements; and / or
 - (ii) as to size or exact parameters of a site, which may change depending on the infrastructural needs of the Park at any given time.

4. Fees and Charges

- (a) Fees and Charges are applied in accordance with the Schedule.
- (b) The Principal Occupant must pay:
 - (i) the Fees in advance;
 - (ii) Charges in addition to the Fees as specified in the Schedule;
 - (iii) any Charge or Fee for any Dwelling located on the Long-Term Storage Site that is required by or at the direction of, or to comply with a policy of, any competent authority; and
 - (iv) Visitors Fees as set out in the Schedule.
- (c) The Principal Occupant will only be required to pay Park Management for the use of any electricity, gas and water used if such services are individually metered and the costs disclosed in the **Fees and Charges Schedule**. Park Management will provide meter readings of utility services that were used when an invoice is issued.

- (d) The Principal Occupant acknowledges that if at any time the Long-Term Storage Site is separately charged rated or taxed by any local government, statutory, water or other authority having jurisdiction over the Long-Term Storage Site, then such rates, taxes or charges, or, if the Term is for only part of the rating period, a pro-rata proportion thereof, shall be reimbursed to Park Management by the Principal Occupant as and when due. Where applicable, there will be an equitable adjustment to the Fees if there is a corresponding reduction in the rates charges and taxes incurred charged or assessed in respect to the Park.
- (e) Re-invoicing occurs once the fees are 7 days overdue and each subsequent 7-day period until full payment is made. Any requirement to re-issue an invoice will incur a further \$50.00 charge. Re-invoicing the Principal Occupant does not rescind Park Management's right to terminate this Agreement once an invoice becomes 7 days overdue.
- (f) Payment of full year fees is due by 1 September 2020. Six monthly fees payment are due by 1 September 2020 and 1 March 2021. Quarterly fees payments are due by 1 September 2020, 1 December 2020, 1 March 2021 and 1 June 2021.

Once the Principal Occupant nominates a half yearly or quarterly payment option the responsibility of payment on time as advised, is the Principal Occupant's responsibility. Invoicing by the Park is a courtesy.

5. Supply of Electricity

- (a) All Long-Term Storage Sites have access to a maximum power supply of 15 Amps. Installation of electrical appliances of any sort must not exceed this maximum supply.
- (b) This clause 5 applies if the Schedule specifies that Park Management is an Embedded Network Exempt Seller.
- (c) Park Management supplies electricity to patrons of the Park through an embedded network owned by Park Management.
- (d) The Principal Occupant has the right to either:
 - (i) purchase electricity from Park Management; or
 - (ii) purchase electricity from an electricity retailer of the Principal Occupant's choice.
- (e) If the Principal Occupant elects to purchase electricity from a retailer ("External Retailer") any costs incurred are between the Principal Occupant and the External Retailer.
For the avoidance of doubt, Park Management bears no responsibility for any electricity connection if the Principal Occupant elects to purchase electricity from an External Retailer.
- (f) If the Principal Occupant elects to purchase electricity from Park Management, the Principal Occupant will be liable to pay Park Management, in addition to usage charges, any electrical supply charge or other periodic fee for the supply of electricity as determined, amended or published from time to time by the Office of the Essential Services Commission.
- (g) Failure to pay electricity charges within 30 days of the invoice being forwarded can result in disconnection and further supply only being provided once full payment has been effected.

6. Duties of the Park Management

- (a) Park Management must: -
 - (i) perform all duties specified as being duties of Park Management;
 - (ii) unless the Dwelling is already located on the Long-Term Storage Site, ensure that the Long-Term Storage Site is vacant so that the Dwelling can be installed at the cost of the Principal Occupant on the Commencement Date;
 - (iii) allow the Principal Occupant, Nominees and Visitors use of the Long-Term Storage Site without unreasonable interruption by Park Management;
 - (iv) subject to Clause 7(e), allow the Principal Occupant, Nominees or Visitors to occupy the Dwelling and use the facilities of the Park for the Permitted Nights.

- (v) keep common areas, gardens, roadways, paths and recreation areas in the Park clean and in a safe condition;
- (vi) maintain, repair and keep clean and tidy all communal bathrooms, toilets, laundries and other such facilities in the Park.

7. Duties of the Principal Occupant

The Principal Occupant must: -

- (a) prior to the commencement of the Agreement, nominate a maximum of 5 Nominees, who can use the Dwelling without additional charges.
 - (i) Once persons are nominated, no alteration of the names can occur for the period that the Agreement runs. Any person that the Principal Occupant seeks to add as a nominated visitor after the submission of the Nominees will incur additional fees.
 - (ii) With just cause, Park Management reserves the right to refuse the nomination of any person to be a Nominee by the Principal Occupant and/or terminate the right of access to the Park to any Nominee or Visitor during the course of the Agreement. Any person who is refused entry to the Park is prohibited from entering in all circumstances.
 - (iii) Notwithstanding clause 7(a)(i), where a nominated person has had their right of access to the Park revoked by Park Management under clause 7(a)(ii), Park Management, at their discretion, may permit the nomination of a replacement Nominee.
- (b) perform all duties as being duties of the Principal Occupant;
- (c) ensure that the Long-Term Storage Site is used on a Non-Residential Basis only;
- (d) comply, and ensure Nominees and Visitors comply, with the Park Rules and all of the duties specified in this Agreement as being duties of the Principal Occupant;
- (e) ensure that the aggregate of the nights on which the Principal Occupant, Nominees or Overnight Visitors occupy the Long-Term Storage Site does not exceed the Permitted Nights as specified in the Schedule;
- (f) ensure that the Long-Term Storage Site is not used for any continuous period greater than the Permitted Continuous Period as specified in the Schedule;
- (g) advise Park Management in writing within 7 days of changing postal and residential address/es;
- (h) maintain the Long-Term Storage Site in a neat and tidy condition and comply with the reasonable directions of Park Management to do so. This requires that the Long-Term Storage Site:
 - (i) is always free from clutter; and
 - (ii) all possessions are packed away during periods when the Long-Term Storage Site is unoccupied. This includes no storage of items beside or behind the site with the exception of Barbeques, which must be placed on pavers.
- (i) acknowledge that all property remaining on the Long-Term Storage Site, including the Dwelling, is left at the risk of the Principal Occupant. Park Management will not be held liable for any damage or loss incurred.
- (j) purport to purchase an appropriate insurance policy that:
 - (i) provides sufficient cover for loss or damage of the Dwelling and/or any possessions therein; and
 - (ii) provides sufficient public liability in case loss or damage of Principal Occupant's Dwelling, or personal property, causes loss or damage to other Park users person or property.

Park Management bear no responsibility whatsoever for any loss or damage to any form of property belonging to the Principal Occupant, Nominees or Visitors.
- (k) not carry out any Works on the Long-Term Storage Site without first obtaining the written consent of Park Management which may be given or withheld entirely at the discretion of Park Management or given subject to conditions imposed by Park Management;

- (l) not carry out, or cause to be carried out, any electrical works on the Long-Term Storage Site unless such works have first been approved by Park Management in writing and are carried out by a registered electrical contractor approved by Park Management;
- (m) obtain, at the cost of the Principal Occupant, a certificate of electrical safety in respect of any works if reasonably required to do so by Park Management and provide Park Management with a copy of the certificate upon request;
- (n) not carry out, or cause to be carried out, any plumbing works or gas works on the Long-Term Storage Site or in the Dwelling unless such works have first been approved by Park Management in writing and are carried out by a licensed plumber or licensed gas fitter (as the case requires) approved by Park Management;
- (o) at the cost of the Principal Occupant comply with any Statutory Order as far as it relates to the Dwelling;
- (p) effect compliance with Clause 9 (Registration of Each Use) of this Agreement in each instance that the Long-Term Storage Site is used by the Principal Occupant, Nominees and/or Visitors;
- (q) only park one vehicle on the Long-Term Storage Site within the area designated. Where a vehicle does not reasonably fit within the designated area, the vehicle must be parked outside the Park boundary.
- (r) at the cost of the Principal Occupant, at all times comply with all fire safety requirements imposed by any Fire Authority or by law so far as they relate to the Dwelling including, without limitation:
 - (i) the installation in the Dwelling of **smoke alarms** complying with AS 3786, a **fire extinguisher** and a **fire blanket** each complying with AS 2444 all of which are to be maintained to the appropriate standard and fit for purpose; and
 - (ii) the maintenance of clear access between the Dwelling and the boundaries of the Long-Term Storage Site for fire fighter access.
- (s) provide all of the information required to fully complete the Schedule;
- (t) not offer the Long-Term Storage Site for rent to third parties;
- (u) not offer the Long-Term Storage Site:
 - (i) as a rental premise in any form; or
 - (ii) for use in a manner that will generate any form of income to the Principal Occupant.
- (v) acknowledges that, if Park Management discovers the Long-Term Storage Site breaches 7(t) and/or 7(u), it will effect a conditional breach of this Agreement, which can result in immediate termination.
For the avoidance of doubt, if the Agreement is terminated, the Principal Occupant will be required to remove their Dwelling from the Long-Term Storage Site within 7-days of a termination notice.
- (w) ensure any temporary structures, i.e. Gazebo's or the like, only remain erected for the period between 20 December until 26 January of each year (inclusive).

8. Visitors

- (a) All Overnight Visitors and Day-Pool Visitors must comply clause 9 of this Agreement and pay fees as outlined in the Cost and Charges schedule.
- (b) Any failure by a Visitor to observe the terms of this Agreement or the Park Rules shall be deemed to be a default by the Principal Occupant.
- (c) Failure of the Principal Occupant to ensure Park Management is advised of a Visitors' stay and/or facilitate payment of Visitors' fees will be a conditional breach of this Agreement and can result in immediate termination.
- (d) At the discretion of Park Management, where the Overnight or Day-Pool Visitor/s has failed to advise Park Management of their stay and/or facilitate payment of Visitors' fees, an invoice may be issued to the Principal Occupant for charges incurred.

- (i) Where an invoice for overnight or day Visitors' fees is raised, it will be at a fee of \$50.00 plus the visitors' fees accrued.
 - (ii) Application of this clause does not rescind Park Management's right to terminate this Agreement for conditional breach under clause 8(b).
- (e) All Occupants and Visitors must be accommodated in the Dwelling. At no time is any person permitted to camp on the Long-Term Storage Site without the consent of Park Management.
 - (f) The Long-Term Storage Site cannot be occupied by a person under the age 18 years unless they are under the direct supervision of an adult (over the age of 18 years).

9. Registration of Each Use

- (a) During each usage the Principal Occupant, Nominee or Overnight Visitor must fill out/or cause to be filled out a Registration Slip. The Registration Slip is essential for the Park's Emergency Management Plan. Failure to undertake this important requirement will be considered a conditional breach of this Agreement.
- (b) The Registration Slip must: -
 - (i) name each person using the Dwelling;
 - (ii) include the date of arrival and departure; and
 - (iii) where appropriate, indicate a person as an Overnight Visitor.
- (c) Overnight Visitors Fees must be paid in accordance with the **Fees and Charges Schedule**.
- (d) The Registration Slip must be completed within 3 hours of arrival.

NOTE: Registration Slips are available 24 hours at the foyer of the Office and are to be placed in the box at the foyer.

Any Day-Pool Visitor who wishes to use the pool must complete a Registration Slip specifying pool use and pay the fee in accordance with the **Fees and Charges Schedule**.
- (e) The Principal Occupant is responsible for ensuring that no person under the age of 18 is occupying a Long-Term Storage Site without a responsible adult present at all times.

10. Summary Termination by Park Management

- (a) Park Management reserves the right to terminate this Agreement immediately if the Principal Occupant or a Nominee, Visitor accessing the Park:
 - (i) causes or allows damage to be caused to Park property and/or to the property of any other Park users or threatens or injures any other person; or
 - (i) Interrupts the quiet and peaceful enjoyment of other Park users.
- (b) Park Management may give the Principal Occupant Notice of Termination of this Agreement if:
 - (i) The Principal Occupant has received 3 previous warnings regarding breaches of this Agreement, the "Rules of the Park" or signage defining specific behavioural expectations within any 12-month period (the warnings transgress Agreement periods), or any other issues as determined by Park Management that adversely affect the smooth Park operations.

Please note that a warning can be verbal or written.
 - (ii) The Principal Occupant, Nominees or Visitors have used the Long-Term Storage Site or permitted the use of the Long-Term Storage Site for any illegal activity that violates any law.
 - (iii) The Principal Occupant, Nominees or Visitors use the Long-Term Storage Site as a permanent residence or use the site for a period longer than as specified in the Schedule.
 - (iv) Fees are seven (7) or more days overdue.
- (c) When Park Management have summarily terminated this Agreement under clause/s 10(a) or 10(b), the following process will ensue:

- (i) The Principal Occupant, Nominees and/or Visitors occupying the Long-Term Storage Site will be given notice to vacate the Park immediately.
- (ii) The Principal Occupant will then be given 14 days to arrange for the removal of the Dwelling and all personal property from the Park.
- (iii) License to re-enter the Park will only be given for the express purpose of removing the Dwelling and personal property. Permission or consent to re-enter the Park must be obtained from Park Management at least 48 hours beforehand.

11. Ending of this Agreement

- (a) This Agreement ends: -
 - (i) if the Principal Occupant sells the Dwelling;
 - (ii) if it is so agreed between the Principal Occupant and Park Management in writing;
 - (iii) if the Principal Occupant vacates with the consent of Park Management in writing;
 - (iv) if it is properly terminated by either Park Management or the Principal Occupant in accordance with this Agreement;
 - (v) if the Principal Occupant abandons the Dwelling;
 - (vi) if the Long-Term Storage Site or the Park becomes unfit for human habitation;
 - (vii) if it is terminated by Park Management under clause 10; or
 - (viii) on the Expiry Date or End Date, which is 31 August of each year.
- (b) On the End Date, the Principal Occupant must immediately vacate the Long-Term Storage Site and remove the Dwelling and all personal property:
 - (i) Unless it has been sold, with Park Management's consent, to remain on the Long-Term Storage Site;
 - (ii) If the Dwelling is to remain and be sold to a third-party, Park Management must expressly consent to entering into an Agreement with the third-party purchaser of the Dwelling;
 - (iii) If the Principal Occupant sells her/his Dwelling to a third-party purchaser without the express consent of Park Management, Park Management is under no obligation, whatsoever, to enter into any contractual arrangements with the third party.
 - (iv) If the circumstance arises in clause 11(b)(ii), the Principal Occupant must ensure that s/he or the third-party purchaser removes the Dwelling and any personal property within 7-days of the End Date.
 - (v) In any event, if the Long-Term Storage Site is being vacated by the Principal Occupant, s/he must leave the Long-Term Storage Site in a clean and tidy condition to the satisfaction of Park Management. If Park Management are not satisfied with the condition of the Long-Term Storage Site following the Principal Occupant's vacation, the Principal Occupant must bear all associated costs to effect a satisfactory clean-up.
- (c) The parties enter into this Agreement with the common intention that it will run for the entire Term. Subject to clause 11(e), if this Agreement comes to an end before the Expiry Date, the Principal Occupant is not entitled to a refund of any fees paid under this Agreement even if the fees have been paid up to a date after the End Date.
- (d) Subject to clause 11(e), any fees payable by the Principal Occupant under this Agreement that have not been paid as at the End Date shall be a liquidated debt payable by the Principal Occupant to Park Management on demand.
- (e) The Principal Occupant shall be entitled to a pro-rata refund of any prepaid fees if this Agreement ends for either of the reasons prescribed in paragraphs Clause 11(a)(vii) of this Agreement is properly terminated by the Principal Occupant because of a breach by Park Management.

12. Sale of Dwelling

- (a) Park Management understands that Principal Occupants of Long-Term Storage Sites will change from time to time. Park Management carefully screens all potential customers to ensure the safety of all patrons and preserve the integrity of the business. Consequently, any sales of Dwellings that intend to remain onsite at the Park must be facilitated by Park Management in all circumstances.

Once the Principal Occupant has indicated her or his intention to sell the Dwelling, Park Management will make appropriate paperwork available for completion. Park Management will not begin the any sale or transfer process until the paperwork has been completed permitting Park Management to sell the Dwelling and that the fees owed by the Principal Occupant are up to date.

Where a Principal Occupant intends to sell his or her Dwelling for removal only s/he may facilitate the sale subject to clauses 12(i) and 12(j).

- (b) Sale of Dwellings will be arranged by Park Management for which a five-percent (5%) transfer fee is charged.
- (c) No "For Sale" notices or private advertising is permitted to facilitate the sale of a Dwelling.
- (d) All Dwellings offered for sale must comply with clause 7(r) of this Agreement.
- (e) Prior to any sale the Principal Occupant (at their expense), must have electrical and gas safety checks undertaken by suitably qualified trades people, nominated by the Park.

At the Principal Occupants expense any faults must be corrected to comply with current requirements prior to the sale of the Dwelling. This requires that:

- (i) all electrical cords between the power-head and the Dwelling will need to be buried in conduit prior to the sale of a Dwelling.
- (ii) The conduit must be orange and buried at a depth of 500 mm.

Park Management must be furnished with the report from each trades person on the outcome of gas and electrical inspection. Failure to comply with the safety checks will result in refusal by Park Management to allow the Dwelling to remain within the Park.

- (f) Fees paid in advance will not be refunded by Park Management on the sale of a Dwelling. Fees paid in advance need to be considered by the Principal Occupant and the third-party purchaser in context of the overall sale price.
- (g) All outstanding monies owed to Park Management, including the transfer fee of five percent (5%) of the total sale price must be paid by the third-party purchaser before Park Management will offer and execute a Long-Term Storage Site Agreement in relation to the third-party purchaser. This also includes any outstanding costs for any electrical and gas works.

The third-party purchaser will deduct any monies owed to Park Management and the Electrical and Gas Trades People from the final payment made to the vendor.

Park Management will not enter into an Agreement with the third-party purchaser until all monies owing to Park Management and the Electrical and Gas Trades People have been paid.

This Agreement will remain in operation until all monies owing have been paid.

- (h) Park Management reserves the right to place limitation on the sale of any Dwelling if in the opinion of Park Management:
- (i) The Dwelling is in sub-standard condition, i.e. in the Park Managements opinion is in poor condition and presents a poor standard of appearance and/or the annexe is not fabricated from 50-millimetre modular Panel.
- (ii) In the opinion of Park Management, the price being asked is unreasonable. In these cases, the Dwelling will not be permitted to remain on the Long-Term Storage Site within the Park and will need to be removed.
- (i) Park Management has no obligation to enter into a Agreement with a third-party purchaser of any Dwelling.

If a third-party purchaser purchases the Dwelling without negotiating new Agreement with Park Management, the third-party purchaser will be required to remove the Dwelling from the site/caravan park within 7 days of the purchase.

- (j) For the purposes of this Agreement:
 - (i) if the Long-Term Storage Site is being vacated as a result of the Dwelling being sold for removal, this Agreement remains in place until the Dwelling has been removed. This means the Principal Occupant is solely responsible for the Long-Term Storage Site being left in a clean and tidy condition to the satisfaction of Park Management. If Park Management are not satisfied with the condition of the Long-Term Storage Site following the Principal Occupant's vacation, the Principal Occupant must bear all associated costs to effect a satisfactory clean-up.
 - (ii) When a Principal Occupant sells their Dwelling for removal from the Park, the Principal Occupant must advise the third-party purchaser that they are required to purchase an entrance pass to remove the goods from the Park.
 - (iii) An entrance pass is \$10.00 plus a \$200.00 bond that will be returned after the Long-Term Storage Site is deemed to have been left in satisfactory condition.
 - (iv) The Principal Occupant must evidence that the advice has been communicated to the third-party purchaser.
- (k) In the event that a Principal Occupant:
 - (i) sets a price for their Dwelling,
 - (ii) an approved Applicant offers the Principal Occupant the set amount for the Dwelling,
 - (iii) the Principal Occupant subsequently seeks a higher price for the Dwelling, and
 - (iv) the sale of the Dwelling fails, and the failure is directly related to the increased amount the Principal Occupant sought for the Dwelling,

Park Management will seek compensation for the time and resources spent in facilitating the sale. In this event, Park Management will charge a fee of 5 percent (5%) of the original offer.

13. Abandoned Goods

- (a) If the Principal Occupant fails to comply with Clauses 11(b) and/or 12(j) of this Agreement:
 - (i) The Dwelling and any other property belonging to the Principal Occupant shall be deemed "Abandoned Goods" and shall be held by Park Management under bailment on and from the day after the End Date;
 - (ii) The Principal Occupant must pay to Park Management a daily storage fee worked out at a pro-rata nightly rate by dividing the Long-Term Storage Site Fee by 365;
 - (iii) Park Management must take reasonable care of the Abandoned Goods.
 - (iv) Within 7 days of the End Date, Park Management must give notice in writing to the Principal Occupant: -
 - A. advising that the Abandoned Goods are to be collected from the Park by the date specified in the notice (which must be not earlier than 28 days after the date of the notice);
 - B. advising of the storage fees payable and requiring them to be paid; and
 - C. advising that Park Management expects to be relieved of any duty to safeguard the Abandoned Goods.
- (b) If the Principal Occupant fails to collect the Abandoned Goods by the date specified in the notice given under clause 13(a)(vi) or, if having taken reasonable steps to do so, Park Management 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 Park Management in accordance with, Part 4.2 of the *Australian Consumer Law* and *Fair Trading Act 2012* (Vic).

14. Charge

- (a) The Principal Occupant charges the Dwelling in favour of Park Management as security for the Principal Occupant's Financial Obligations.
- (b) The consideration for the charge created by clause 14(a) includes each of the parties entering into this Agreement.

15. PPSA

- (a) The Principal Occupant and Park Management acknowledge that clause 14(a) creates a Security Interest in the Dwelling for the purposes of the PPSA.
- (b) The Principal Occupant must provide Park Management with the Principal Occupant's date of birth and a certified copy of the Principal Occupant's driver's licence (or other evidence acceptable to Park Management) to verify the Principal Occupant's date of birth.
- (c) On request by Park Management, the Principal Occupant must do all other things necessary or desirable (including producing and signing documents, supplying information, completing documents and procuring the completion and signing of documents) to –
 - (i) ensure that the Security Interest is enforceable against the Principal Occupant and third parties and is perfected;
 - (ii) enable Park Management to register a Financing Statement or a Financing Change Statement with respect to the Security Interest on the PPSR and give any notice relating to the Security Interest; and
 - (iii) enable Park Management to exercise Park Management's rights relating to the Security Interest.
- (d) When this Agreement ends, and the Principal Occupant has performed all of the Principal Occupant's Financial Obligations, Park Management must register a Financing Change Statement with respect to the Security Interest.

16. Dispute Resolution

- (a) The parties must attempt to resolve any dispute except Excluded Disputes, by the mediation procedure.
- (b) The mediation procedure is –
 - (i) a party may start mediation by serving a mediation notice on the other party;
 - (ii) the notice must state that a dispute has arisen and identify what the dispute is;
 - (iii) the parties must jointly request appointment of a mediator. If the parties fail to agree on the appointment within 7 days of service of the mediation notice, either party may apply to the President of Australian Centre for International Commercial Arbitration or the nominee of the President to appoint a mediator;
 - (iv) once the mediator has accepted the appointment the parties must comply with the mediator's instructions; and
 - (v) 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.
- (c) The mediator may fix the charges for the mediation which must be paid equally by the parties.
- (d) The mediation is confidential and —
 - (i) statements made by the mediator or the parties, and
 - (ii) discussions between the participants to the mediation, before after or during the mediation, cannot be used in any legal proceedings.
- (e) 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.
- (f) 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.
- (g) 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.

17. No Right of Renewal

- (a) The parties acknowledge and agree that this Agreement is for the Term. 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, if it has not been terminated earlier, this Agreement will come to an end on the Expiry Date.

18. General

- (a) 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 –
 - (i) by post to the party's last known address
 - (ii) by facsimile to the facsimile number specified in the Schedule, or
 - (iii) by email with a printed or electronic copy of the email retained as proof of delivery
 - (iv) by hand delivery

Posted notices will be taken to have been received 3 business days 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.

For the purposes of the *Electronic Transactions (Victoria) Act 2000*, s. 8, Park Management and the Principal Occupant each consent to notices under this Agreement being served by email.

- (b) 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 this Agreement, shall not operate as a waiver of the rights of that party, whether express or implied, arising under this Agreement.
- (c) 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.
- (d) This Agreement shall be governed by and construed in accordance with the laws of Victoria for the time being in force and the parties agree to submit to the non-exclusive jurisdiction of the courts in Victoria.

Schedule 2 – Schedule to Long Term Storage Site Agreement

“Fee and Charge Schedule”

Below are the costs and charges for the period beginning
1 September 2020 and ending 31 August 2021.

Annual Holiday Site Fee	
<p><u>Inclusions:</u></p> <p>The site fee entitles the Principal Occupant to the following:</p> <ul style="list-style-type: none"> a total number of 6 people to be registered to use the site (Principal Occupant + 5 nominees) a total number of 120 usages per year, as defined in the Schedule, with no single usage exceeding the consecutive days specified in the Schedule. Water and sewerage services Access to communal facilities in the Park within the scope of the Long-Term Storage Agreement. <p><u>Excluded:</u></p> <p>The site fee does not accommodate the following:</p> <ul style="list-style-type: none"> Electricity Nominees in addition to the 6 persons Visitors charges for persons not nominated 	<p>\$4,300.00</p>

Electricity Charges from 1 September 2020 to 31 December 2020	
Supply and service flag fall charge	\$114.65 per quarter
Usage per kilowatt hour (KW/h)	\$0.30 KW/h

Electricity Charges from 1 January 2021 to 31 August 2021	
Supply and service flag fall charge (daily charge \$1.2619)	\$115.15 per quarter
Usage per kilowatt hour (KW/h)	\$0.2640 KW/h

Visitors Charges		
Please note: no refunds on visitors' fees will be given.	Peak Period	Off-Peak Period
Overnight Visitors – children between 0-10 years of age	\$15.00 / night	\$10.00 / night
Overnight Visitors – children 10+ years and Adults	\$25.00 / night	\$15.00 / night
Day Visitor Pool Usage (all ages)	\$6.00 / day	\$6.00 / day

Other Charges for Additional Nominees (exceeding the 5 available)	
Additional Adult to Registered Occupants List (10+ years)	\$220.00 / year
Additional Child to Registered Occupants List (0-10 years)	\$170.00 / year
Re-Invoicing Fee for Missed Payments	\$50.00 / event

Schedule 3 – Schedule to Long Term Storage Site Agreement

“Park General Rules”

- All roads are considered to be shared, that is they are used by pedestrians, children on bikes, scooter etc., as well as vehicles. The speed limit is 10 K.P.H, unless otherwise specified. The general driving restrictions applicable to roads generally apply in the Park i.e. driving under the influence of substances. No Entry and One-Way signs must be obeyed.
- Violent, aggressive and/or intimidating behaviour (towards any person), will not be tolerated at anytime under any circumstances. This behaviour may result in automatic eviction from the Park and may result in termination of any agreements with Park Management.
- No excessive noise (noise that in Park Managements opinion interrupts the quiet and peaceful enjoyment of others), is permitted at any time and no audible noise should be made after 10.30 pm. No music is permitted to be played i.e. radio's/stereo/s, T.V's outside the annual site holders dwellings after 10.30 pm. Music played inside a dwelling and listened to outside constitutes external music.
- Pool Hours 9.30 am – 8.30 pm or as determined by prevailing daylight. Normal maintenance will be undertaken when the pool is closed, which includes the addition of chemicals. Any non fee paying visitor is expected to pay \$ 6.00 per usage and complete a registration form. Children under 12 years of age are not permitted in the pool without supervision by a responsible adult.
- Laundry hours 9 am – 8 pm. B.B.Q area hours 9 am – 10.30 pm.
- Children under 7 years of age are not permitted in the toilet blocks without adult supervision.
- The amenities blocks are gender specific, this needs to be respected.
- Lighting of fires is not permitted in the Park; this includes wood fired BBQ's.
- The use of sprinklers or free flowing hoses for watering is banned.
- Children and adults are expected to wear helmets while riding bikes, scooters etc. It is the responsibility of parents/guardians to supervise this and provide appropriate role modelling.
- Adults & Children using bikes, scooters, skateboards, roller blades, skates etc, need to obey speed limits. No use of this equipment is permitted after 8.30 pm over Xmas period and according to the prevailing daylight at other times. When it begins to get dark they go away.
- No animals are permitted in the Park at anytime.
- Phone messages will be posted on the notice board at the foyer of the Office. No message delivery will occur unless it is an emergency.
- Everyone staying at the Park must be registered. These forms are available at the foyer of the Office. The must be completed within 3 hours of arrival (no refunds will be given on paid visitors fees, visitors are considered to be paid until no later than 10:00am on the day of departure).
- Vehicle parking: 1 vehicle per site is the Park Policy.
- The Garbage points around the Park are for the disposal of normal domestic waste. No nappies or fish waste is to be disposed of in Park bins. See Park Management regarding the disposal of other items. Park Management will not dispose of any white goods or mattresses.
- Charges will be levied for disposal of items other than normal domestic waste. Site holders need to make payment and suitable arrangements with Park Management for the disposal of these items.
- Supervision of children is a parental/guardians responsibility; it is not the responsibility of Park Management. At times Park Management will be required to enforce rules and it is expected that those in charge of children will support those sanctions.
- Children/Adolescents are expected to be back at their own site (or another site with invitation) and be supervised by a responsible adult by 10.30 pm. Children/Adolescents will not be permitted to loiter around communal areas after this time. No running or chasing or other games is permitted in or around the sites.
- No cutting through sites as short cuts is permitted.
- No playing on playground equipment is permitted after it begins to get dark.