

**HOLIDAY SITE OCCUPATION AGREEMENT  
SCHEDULE ONE**

**The Name of the Park:** BIG4 Wye River Holiday Park  
**Address:** 25 Great Ocean Rd  
Wye River, Victoria 3234  
**The Proprietors Name:** BIG4 Wye River Holiday Park  
ABN 69 183 481 330

**Principal Occupant/s** (up to 2 persons): .....

**Address:** .....

**Telephone No:** (H)..... (W)..... (Mob).....(Mob).....

**Vehicle Registration Number**.....

**Email Address**.....

**PLEASE NOTE:** invoices and notices etc will be sent by email. Please ensure you provide your email address.

**Fixed Term Occupation period** being from 01/07/2019 to 30/06/2020 to occupy;

**Holiday Site No:** .....

**Site Fees;** The fees and other charges to apply will be determined by The Proprietor limited to or not being in excess of those applicable to comparable sites in the park.

Annual Occupation Fees                      \$9,230 per year      Inc. GST  
or    \$2,481 per quarter Inc. GST

Overdue Account Fee: \$50.00 per account.

**Accounts Payable Contact;** Matt or Carl is the Contact for accounts and agreements.

**PLEASE NOTE;** as a condition of your agreement renewal, split payments will no longer be accepted for payments of fees. This will achieve a smoother payment processing system.

**Additional Permitted Occupant fees;**

- **Permitted Adult Occupant** (16 years and over)      \$165 per year
- **Permitted Child Occupant** (2 – 15 years inclusive)      \$100 per year
- **Additional Family** (2 adults and 2 Children)      \$530 per year

**Nominated additional Permitted Occupants;**

(Explanatory notes listed on page 5)

Name	Address	Age	Yearly Rate

Total amount for additional permitted occupants; \$ \_\_\_\_\_  
(Fees for permitted occupants to be paid in advance at the commencement of each agreement)

**Nominated persons registered to use site inclusive of the above principal occupants;**

(Explanatory notes listed on page 5)

Persons entitled to use the holiday site inclusive of the above principal occupants are:

- Grand children
- Children
- Parents
- Spouse/partner of Principal Occupant

Name	Address	Relationship to Principal Occupants	Age if under 18

The occupant agrees, on entering into this agreement, to pay proportion of the occupation fee that accrues between the date of this agreement and the date the periodic payment must be made on along with the first full periodic payment.

**Safety Requirements**

Power – Power leads are to be commercially produced 15amp leads and be suitable for outdoor use. Leads must be unplugged and removed and the power switched off when the dwelling is to be left unattended over night

**You must have your Leads tested and tagged every 12 months by a qualified person.**

Smoke Alarms – every annual dwelling must be fitted with a suitable smoke alarms.

Works – A request form and site plan must be submitted and approved by BIG4 Wye River before any works can commence

Contractor Induction and works – Any trades work carried out must have prior written approval from park management. All Contractors must first be inducted onto the site before entering the grounds to carry out any work. Contractor induction is undertaken through park management.

Contractor sign in register - All contractors must Sign in upon entering the park and sign out upon leaving the park.

Parks Contractors – all the parks contractors have been inducted onto the site. The park is able to assist you and provide you with contact details for any of its contractors if you require.

Park Safety – As well as the park Staff, you too have an equal responsibility to act safely within the parks grounds. To ensure a safe environment for all Park Staff, guests and visitors must adhere to all of the parks Policies, Procedure and Safety rules.

Gutters – For Fire Safety all gutters must be cleaned each year before the start of summer.

Storage of Personal belongings – All bikes, boards and bbq’s etc must be stored inside your cabin when you are not staying at your sight overnight. The area around your cabin must be kept clear of clutter for emergency access. The park is well patrolled with 8 staff residing on site plus seasonal security, however for security purposes also we advise you store your belongings inside your cabin.

**Insurance and Public Liability**

**PLEASE NOTE:** full details must be provided. Putting “As previously advised will not be accepted”

Current/Valid Insurance Details: Insurer\_\_\_\_\_ Policy no.\_\_\_\_\_

**Copy of policy attached – yes/no** (please circle)

The Proprietor and the Occupant enter into this agreement and agree to all its terms.

I have read the holiday site occupation agreement, park rules and installation and maintenance standards documents and annuals newsletter.

I have read in full and understand the “explanatory notes” and “Additional Payments to be made” pages and “Safety Requirements”.

I have correctly and completely filled out all sections of the “Nominated persons registered to use the site inclusive of the above principal occupants” and the “Nominated additional permitted occupants”. Any questions I have regarding these have been explained to me by park management.

I have a current Insurance policy for my dwelling including no less than \$10 million in public liability Insurance. My insurance and liability are current and valid for the full term of the fixed term period as listed under “Fixed term occupation period” on page one of this schedule.

Signed by the Occupant

\_\_\_\_\_ Witness \_\_\_\_\_

Signed by the Proprietor

\_\_\_\_\_ Witness \_\_\_\_\_

**Direct Debit Authority Form**

**Annual Site Holders name:**

**Contact No:**

**Site Number:**

**Credit Card Type** (please circle one)      MasterCard      Visa

**Credit Card Number** \_\_\_\_ / \_\_\_\_ / \_\_\_\_ / \_\_\_\_ **Expiry Date** \_\_\_\_ / \_\_\_\_

I Authorize BIG4 Wye River Holiday Park to deduct my fees from my credit card I have provided above. Authorized payments will be deducted either: Quarterly on: July 7<sup>th</sup>, Oct 7<sup>th</sup>, Jan 7<sup>th</sup> and April 7<sup>th</sup>. Or yearly on July 7<sup>th</sup> 2019.

I authorize payments to be deducted; **Yearly** or **Quarterly**. (Please circle one)

**Name** \_\_\_\_\_ **Sign** \_\_\_\_\_ **Date** \_\_\_\_\_

Please send confirmation of my payment to the email address below.

**Email:** \_\_\_\_\_

**The following payments are to be made:**

1. Lodging application for holiday site \$165.00 for new site owners (see clause 8.12)
2. For overnight visitors (see clause 8.4 and 60.2)  
Adults - \$20 per night flat rate  
Children - \$20 per night flat rate  
  
Unregistered guest fee: double the current applicable rate.
3. For day visitors (see clause 8.5 and 60.1) - No charge
4. For vehicles including trailers in excess of one –\$5.00 each night (subject to availability)  
(Note: a car and a trailer are considered to be one vehicle) (See clause 8.6)
5. For daily storage fee for continued occupation of the site by the occupant's dwelling after the agreement has been terminated. (See clause 8.7). The daily storage fee is an amount equivalent to the daily occupation fee in force at the date the agreement was terminated.  
(I.e. The powered site rate of \$40.00 per night)
6. For work done plus cost of materials by the park owner at the request of the occupant.  
(See clause 8.8) \$40.00 per hour (minimum charge of \$50.00)
7. For any excess garbage or sanitary charges incurred for the removal of excess garbage, or other material made necessary by the occupant. (See clause 8.9)  
\$40.00 each hour or \$50.00 per trailer load. Minimum charge of \$25.00
8. The occupant may not use the site for more than 170 nights per year (see clause 49.1)
9. The occupant is not to use the site, except with the prior permission of the park owner, for any continuous period greater than 45 nights. (See clause 49.3)
10. If the site is occupied for a period greater than the number of nights in section 8 above the occupant will pay the occupation fee of \$40.00 (powered site nightly rate) for each additional night.  
(See clause 49.3)
11. No more than 4 overnight visitors may stay overnight on the site at the same time. (See clause 60.3)
12. No more than 8 people in total are permitted to stay overnight on the site at any time
13. All sites connecting to the sewer incur a \$300.00 sewer connection fee
14. The commission or transfer fee to be paid by the occupant to the caravan park owner on the sale of the occupant's moveable dwelling is 10% of the sale price including chattels.  
(See clause 8.13 and 41).
15. Additional circumstances where the caravan park owner can access the site. (See clause 37)
16. Park Rules – See separate document.

## **Explanatory Notes:**

**Principal Occupant/s** is the occupants who sign on behalf of and represent all the included occupants and additional permitted occupants listed on the Holiday Site Occupation Agreement who will use the site for holiday purposes only. Where two principal occupants are listed, the principal occupants must either a de facto or married couple.

**Nominated persons to use the site;** nominated persons are the person who are eligible to use the site including the principle occupants, these include;

- Parents
- Children
- Grand Children
- Spouse/partner of Principal Occupant

All persons to be nominated must be listed under the heading “Nominated persons registered to use the site inclusive of the above Principal Occupants”. All details must be added including the nominated persons relationship to the principal occupants. All nominated persons must be listed at the commencement of the Agreement and cannot be altered during the course of a fixed term agreement period.

**Additional Permitted Occupants;** are persons who can be nominated to be use the site for an additional yearly fee outside of the persons eligible to use the site under “Nominated persons registered to use the site inclusive of the above Principal Occupants”. Any number of additional permitted occupants may be added, these additional permitted occupants must adhere to all conditions of the agreement and all rules of the park. Additional permitted occupants are the responsibility of the principal occupant/s. Additional permitted occupants must be listed under the heading “Nominated Permitted Occupants” Additional Permitted occupants can include adults, children and families. All additional persons must be listed at the commencement of the Agreement and cannot be altered during the course of a fixed term agreement period. The applicable yearly fee plus total must be included to be valid.

**Total number of permitted nights;** is the total number of nights available for use under the agreement for the 12-month period of the agreement. The total number of nights is 170 nights.

**Safety;** Safety requirement are including but limited to the items listed under “safety” section of the agreement. As annual site holder of the park you have a responsibility to ensure you and your cabin is safe and well maintained. Safety requirement are set in keeping in line with the Park Occupational Health and Safety. The park is more than happy to assist you where possible with any questions you have.

**Overnight Visitors;** are persons who are not nominated as eligible to use the site under the agreement and have not been nominated as additional permitted occupants. These persons pay a nightly fee to occupy the (see clause 2 under “The following payments are to be made” – peak and off-peak rates apply). Over night visitors must adhere to all conditions of the agreement and all rules of the park, and are the responsibility of the principal occupant/s.