

## Holiday Site Occupation Agreement - Schedule One

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

**Principal Occupant:** [guest:full\_name]  
**Address:** [guest:street][guest:city][guest:state]  
**Telephone Number:** (Mob) [guest:contact\_details:mobile]  
**Vehicle Registration:** (primary) [guest:contact\_details:car\_rego]  
**Email Address:** [guest:contact\_details:email]

**Holiday Site Number:** [booking:site\_name]

**Fixed Term Occupation Period** being from 01/07/2023 to 30/06/2024

**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:** \$12,786 per year (Inc. GST)  
or: \$3,450 per quarter (Inc. GST)  
Overdue Account fee: \$50.00

**Accounts Payable Contact:** Matt or Carl are the contacts for accounts and agreements

**Payment Options:** Payments can be made by Bpay or Credit Card (if paying by credit card a 1.2% surcharge will apply)

Principal Occupant is responsible for full payment of all fees and monies owing on the site.

The Principal Occupants 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

**Family Members:** Husband/Wife/Partners, Children, Grandchildren, Parents and Grandparents are entitled to use the site under the Conditions of the Agreement at no additional charge. You nominate these family on members your initial transfer application form, and they will be registered on your booking file. These can be updated by email request.

Any person outside the above family members are "Overnight Visitors" and stay fees apply (see "Payments to be made" Point 2)

**Safety Requirements:** As an Annual Site holder of the park you have a responsibility to ensure your cabin is safe and well maintained. Safety requirements are set in keeping in line with the Park Occupational Health and Safety management System.

The Park is happy to assist you where possible with any questions you have.

**Power:** Power Leads are to be commercially produced 15 amp leads and be suitable for outdoor use. Leads must be unplugged and removed, plus the power switched off when the dwelling is to be left unattended overnight.

You must have your Leads tested and tagged every 12 months by a suitably Qualified Person

Read only copy – final copy in E-Sign Format

Smoke Alarms: Every annual dwelling must be fitted with a suitable smoke alarm.

Gas Bottles: All gas bottles must be sitting on a flat stable base, example a large paver firmly bedded in the ground. Gas bottles must be restrained to your annual dwelling. Example a chain attached to the wall of your cabin fastened with a shackle to allow for bottle exchanging. The relief valve on your bottle must be facing away from your cabin

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 trade work and or general maintenance 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 can assist you and provide you with contact details for any of its contractors you require.

Park Safety: As well as the Park Staff, you too have an equal responsibility to act safely and responsibly within in the park grounds. To ensure a safe environment for all, the Park staff, guests and visitors must adhere to all the Parks Safety Policies and Procedures.

Gutters: For Fire Safety all gutters must be kept clean and clear at all times and throughout the fire danger season.

Storage of Personal Belongings: All bikes, boards, bbq's etc must be stored inside your cabin when you are not staying at your site 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 we advise you store your belongings inside your cabin.

By Signing this Agreement, you confirm that:

You have received, read and understand the "Conditions of the Holiday Site Occupation Agreement". Park Rules, and Installation and Maintenance standards Document.

You hold a current insurance Policy for your dwelling including no less than \$10million in Public liability Insurance. And your 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

Insurance Certificate of Currency: You will provide the Park with a Certificate of Currency for the Insurance Policy on your dwelling.

- The Proprietor and the Occupant enter into this Agreement and agree to all its terms.
- The Agreement must be signed by the principal Occupant
- A Certificate of Currency for current Insurance Policy being provided to the Park.

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

1. Lodging application for holiday site \$165.00 for new site owners (see clause 8.13)
2. For overnight visitors (see clause 8.3 and 63.2)  
Adults and Children - \$20 per night flat rate  
Unregistered guest fee: double the current applicable rate.
3. For registered day visitors - No charge (see clause 8.4 and 63.1)
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 8.5)
5. For daily storage fee for continued occupation of the site by the occupant's dwelling after the agreement has been terminated. (See clause 8.6). The daily storage fee is an amount equivalent to the daily occupation fee for a powered site in force at the date the agreement was terminated.
6. For work done plus cost of materials by the park owner at the request of the occupant.  
(See clause 8.7) \$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 8.8)  
\$40.00 each hour or \$50.00 per trailer load. Minimum charge of \$40.00
8. The occupant may not use the site for more than 170 nights per year (see clause 51.1)
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 51.2).
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 51.3)
11. No more than 4 overnight visitors may stay overnight on the site at the same time. (See clause 63.3).
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 8.14 and 43)
15. Additional circumstances where the caravan park owner can access the site. (See clause 39)
16. Park Rules - See separate document