

## OCCUPATION AGREEMENT FOR LONG TERM CASUAL OCCUPATION OF HOLIDAY PARK SITE

### In accordance with the *Holiday Parks (Long-term Casual Occupation) Act 2002 (Act)*.

This agreement includes the terms required under the act to be included in every occupation agreement. Additional Terms of Occupation Attached.

### DICTIONARY OF TERMS IN THIS AGREEMENT

These terms have been extracted from the Act.

#### In this agreement:

**holiday park** means:

- (a) a caravan park (that is, land, including a camping ground, on which caravans, or caravans and other moveable dwellings, have been, are or are to be placed, installed or erected); or
- (b) a manufactured home estate (that is, land on which manufactured homes have been, are or are to be placed), whether or not the caravan park or manufactured home estate is the subject of an approval under the Local Government Act 1993.

**long-term casual occupant** means an occupant under an occupation agreement to which this Act applies.

**moveable dwelling** means:

- (a) any caravan or other van or other portable device (whether on wheels or not) other than a tent, used for human habitation; or
- (b) a manufactured home; or
- (c) any convenience, structure or thing (other than a tent or similar structure) of a class or description prescribed by the regulations for the purposes of this definition.

**occupant** means a person who has the right to occupy a site under an occupation agreement.

**occupation agreement** means any agreement under which a person grants to another person for value a right to occupy a site:

- (a) whether or not the right is a right of exclusive occupation; and
- (b) whether the agreement is express or implied; and
- (c) whether the agreement is oral or in writing, or partly oral and partly in writing.

**occupation fee** means an amount payable under an occupation agreement by an occupant in respect of a period of the occupancy.

**park manager**, in relation to a holiday park, means the person employed or appointed as park manager under section 45 of the Act.

**park owner**, in relation to an occupation agreement, means any person who grants the right to occupy a site under the occupation agreement.

**park rules for casual occupants**, in relation to a holiday park, means:

- (a) the rules made and amended under Part 6 of the Residential Parks Act 1998 in relation to the holiday park (which is called a residential park in that Act); and
- (b) any amendments to those rules made under section 25 of the Act.

**Signed** includes executed by a corporation in any manner permitted by law.

**site** means a site within a holiday park that is used, or is intended to be used, for the installation of a moveable dwelling for long-term casual occupation and includes any other part of premises (such as parking space or storeroom) let with the site.

**Tribunal** means the Civil and Administrative Tribunal constituted by the Consumer, Civil and Administrative Tribunal Act 2013.

OCCUPANT INITIALS \_\_\_\_\_

# PART 1 - INTRODUCTION

## 1. Date of this agreement

**SIGNED** as an agreement on \_\_\_\_\_ 20 \_\_\_\_ .

## 2. Who is making this agreement?

This agreement is made between: the park owner: **WOLLONGONG CITY COUNCIL** of 41 Burelli Street Wollongong ('Council') **SIGNED** for and on behalf of **Council** in accordance with authority delegated under the Local Government Act 1993, and not withdrawn:

\_\_\_\_\_  
*Signature of Authorised Council Officer*

\_\_\_\_\_  
*Signature of Witness*

\_\_\_\_\_  
*Name of Authorised Council Officer (please print in full)*

\_\_\_\_\_  
*Name of Witness (please print in Full)*

**AND** the occupant or each of the occupants:

**SIGNED** for and on behalf of the occupant or each of the occupants in the presence of:

\_\_\_\_\_  
*Signature of Occupant*

\_\_\_\_\_  
*Signature of Witness*

\_\_\_\_\_  
*Name of Occupant (please print in full)*

\_\_\_\_\_  
*Name of Witness (please print in full)*

of \_\_\_\_\_

\_\_\_\_\_  
*Address of Occupant (please print)*

\_\_\_\_\_  
*Phone Number of Occupant*

*Email*  Tick box if you consent to receive commercial electronic messages, including advertising and promotions.

\_\_\_\_\_  
*Car Registration of Occupant*

\_\_\_\_\_  
*Signature of other Occupant*

\_\_\_\_\_  
*Signature of Witness*

\_\_\_\_\_  
*Name of other Occupant (please print in full)*

\_\_\_\_\_  
*Name of Witness (please print in full)*

of \_\_\_\_\_

\_\_\_\_\_  
*Address of other Occupant (please print)*

\_\_\_\_\_  
*Phone Number of other Occupant*

*Email*  Tick box if you consent to receive commercial electronic messages, including advertising and promotions.

\_\_\_\_\_  
*Car Registration of other Occupant*

OCCUPANT INITIALS \_\_\_\_\_

### 3. Where is the site?

(1) This park owner gives the occupant the right to occupy site number \_\_\_\_\_ and the related parking space at

- 0 Bulli Beach Tourist Park  
at 1 Farrell Road Bulli NSW 2516
- 0 Corrimal Beach Tourist Park  
at Lake Parade Corrimal NSW 2518
- 0 Windang Beach Tourist Park  
at Fern Street Windang NSW 2528

(2) The size of the site is \_\_\_\_\_ sq metres.

### 4. Who can occupy the site?

No more than 8 persons may ordinarily occupy the above site at any one time.

### 5. How long does this agreement last?

The fixed term of this agreement is for 3 months,

beginning on \_\_\_\_\_

and ending on \_\_\_\_\_

### 6. What happens when this agreement ends?

When the time for this agreement ends the occupant can stay on the site at the same occupation fee (or at an increased fee if the fee is increased in accordance with this agreement) and otherwise under the same terms unless or until this agreement is ended in accordance with this agreement.

### 7. Agreement to comply with the terms of this agreement.

The park owner and occupant agree to comply with the terms of this agreement.

## PART 2 - OCCUPATION FEES AND CHARGES

### 8. Amount of occupation fees

The occupation fees payable are \$ \_\_\_\_\_

payable every quarter, commencing on \_\_\_\_\_

After the fixed term of this agreement ends, the occupation fees payable are those fixed from time to time by the park owner under section 608 of the Local Government Act 1993.

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

The occupant agrees to pay, in connection with the site and in accordance with the park owners' fees and charges as fixed from time to time under section 608 of the Local Government Act 1993, for:

- (a) an administration fee on any new occupant upon transfer of an existing occupancy agreement or execution of a new occupation agreement; and
- (b) overdue occupation fees; and
- (c) fees for late payment; and
- (d) an air conditioner levy; and
- (e) the cost of electrical testing and tagging of the power lead connected to the site power head by a suitably qualified person appointed by the park owner in accordance with Australian Standards; and
- (f) fees for additional car/trailer/boat kept on site.

### 10. Payment of Council rates and other charges by park owner

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

- (a) Council rates; and
- (b) water charges; and
- (c) electricity charges; and
- (d) natural gas charges.

### 11. Occupation fees are payable in advance and on time

- (1) The occupant agrees to pay the occupation fees in advance on the first day of every quarter (1 July, 1 October, 1 January and 1 April).
- (2) The occupant agrees to pay the occupation fees on time.
- (3) The park owner and the occupant agree that the park owner may deny occupant access to the holiday park until overdue occupation fees and fees for late payment are paid.

### 12. How to pay occupation fees

The occupation fees may be paid in the following ways:

- (a) In Person at Council Administration Building, 41 Burelli Street, Wollongong (Monday to Friday 8.30am - 5pm). Cash, cheque, or EFTPOS accepted; or
- (b) Mail - detach and include Tax Invoice payment slip and mail together with your cheque (not cash) to Locked Bag 8821, Wollongong DC NSW 2500; or
- (c) Post Billpay - In Person at any office or agency of Australia Post, presenting tax invoice along with payment, cheques should be made out to Wollongong City Council and crossed "Not Negotiable", by phone 131816, or visit [postbillpay.com.au](http://postbillpay.com.au); or
- (d) BPAY - Contact your financial institution to make a payment from your cheque or savings account (credit card accounts are not accepted). More information at [www.bpay.com.au](http://www.bpay.com.au); or
- (e) Internet and Phone - visit [www.wollongong.nsw.gov.au](http://www.wollongong.nsw.gov.au) and pay by credit card or customer initiated direct debit, or phone 1300 723 745, available 24 hours, seven days a week; or
- (f) Direct Debit - allows your account to be paid automatically by your financial institution. For details phone (02) 4227 7655 or visit [www.wollongong.nsw.gov.au](http://www.wollongong.nsw.gov.au)

These methods of paying may be changed during the term of this agreement if both the park owner and the occupant agree.

OCCUPANT INITIALS \_\_\_\_\_

### 13. Manner of paying occupation fees

Occupation fees must be paid.

- (a) to the park owner at, Council Administration Building, 41 Burelli Street Wollongong or by mail to Locked Bag 8821, Wollongong DC NSW 2500; or
- (b) at any other reasonable place, the park owner names to the occupant in writing; or
- (c) into any other account nominated to the occupant by the park owner.

### 14. Receipts for occupation fees or other charges

- (1) the park owner agrees to provide a receipt for any occupation fees or other charges under this agreement paid to the park owner. If the occupation fees or charges are not paid in person, the park owner agrees only to make the receipt available for collection by the occupant or to post it to the occupant.
- (2) the park owner agrees that any receipt for occupation fees or charges must include the following particulars:
  - (a) the name and address of the holiday park, and the number of the site; and
  - (b) the period for which the fees or charges are paid; and
  - (c) the date on which the fees or charges are received; and
  - (d) the amount of fees or charges paid.
- (3) The park owner is not required to provide or make available a receipt if occupation fees or other charges are paid, in accordance with an agreement between the park owner and the occupant, into an account at an authorised deposit-taking institution (such as a bank, building society or credit union) nominated by the park owner.

### 15. Fee increases

- (1) The park owner cannot increase the occupation fees during the fixed term of this agreement unless there are changes to Commonwealth or State legislation, which necessitate an increase in occupation fees.
- (2) The occupant must be given 30 days' notice in writing if the park owner wants to increase the occupation fees, if an increase is permitted by the subclause (1). This applies even when this agreement provides for, or permits, an occupation fee increase. Where a notice of an increase has been given and the park owner and occupant subsequently agree to a lesser increase than that set out in the notice, the park owner does not need to give a further 30 days' notice.

### 16. Refund of occupation fees

The park owner agrees to refund any fees paid in advance if the occupancy is terminated by the park owner before the end of the fixed term agreement.

## PART 3 - RIGHTS AND OBLIGATIONS

### Obligations of the occupant

#### 17. Offensive behaviour

The occupant agrees not to interfere with or cause or permit interference with, or allow any person that the occupant invites into the holiday park or abuse or interfere with:

- (a) the reasonable peace, comfort or privacy of any neighbour of the occupant or any other person lawfully in the holiday park; or
- (b) the proper use and enjoyment of the holiday park by the other occupants or residents of the holiday park.

#### 18. Use of the site

The occupant agrees:

- (a) not to use the site, or cause or permit the site to be used for any illegal purpose; and
- (b) not to cause or permit a nuisance.

#### 19. Cleanliness of and damage to the site

The occupant agrees:

- (a) to keep the site reasonably clean; and
- (b) to notify the park owner as soon as practicable of any damage to the site; and
- (c) not to intentionally or negligently cause or permit any damage to the site or any other part of the holiday park; and
- (d) when this agreement ends, to leave the site as nearly as possible in the same condition (fair wear and tear excepted) as when the site was first occupied.

#### 20. Alterations and additions to the site

The occupant agrees not to attach any fixture or renovate, alter or add to the moveable dwelling or the site without the park owner's prior written permission.

#### 21. Occupant's responsibility for the actions of others

The occupant agrees to be responsible to the park owner for any act or omission by any person the occupant allows on the site, or elsewhere in the holiday park, who breaks any of the terms of this agreement (including any park rules for casual occupants that are terms of this agreement).

If any person the occupant allows on the site breaks any of the terms of this agreement (including any park rules for casual occupants), the occupant will be considered to have broken those terms.

#### 22. Keys and opening devices

The occupant agrees to return any key or other opening device provided to the occupant when this agreement is terminated.

OCCUPANT INITIALS \_\_\_\_\_

### **23. Selling the moveable dwelling**

The occupant agrees not to sell the occupant's moveable dwelling while it is on the site without the prior written permission of the park owner or a Consumer, Trader and Tenancy Tribunal order.

### **24. Agreement not to transfer without consent**

- (1) The occupant agrees not to transfer the whole or part of the occupant's interest under this agreement without the park owner's prior written permission.
- (2) The occupant agrees that the park owner may require a new occupation agreement to be entered into.

### **25. Moveable dwelling must comply with law**

The occupant agrees to make sure that the moveable dwelling complies with any regulations under the Local Government Act 1993 with which it is required to comply, is maintained in a safe and healthy condition in accordance with the Local Government (Manufactured Home Estates, Caravan Parks, Camping Grounds and Moveable Dwellings) Regulation 2005, and to a standard acceptable to the park manager.

### **26. Condition of moveable dwelling and other structures**

The occupant agrees to make sure that the moveable dwelling and any other structure that the occupant is permitted to erect is kept in a condition allowing it to be moved.

## **Obligations of the park owner**

### **27. Possession of the site**

The park owner agrees:

- (a) to make sure the site is vacant so the occupant can move in on the date agreed; and
- (b) that there is no legal reason that the park owner knows about, 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.

### **28. Occupants right to no interruption**

The park owner agrees that the occupant will have utilisation of the site without undue interruption by the park owner.

### **29. Cleanliness**

The park owner agrees to make sure the site, everything provided for the site for use by the occupant, and the common areas of the holiday park, are reasonably clean and fit to occupy and/or use.

### **30. Tradespeople allowed to come in**

The park owner and occupant agree that any tradespeople that the occupant reasonably requests should be allowed into the holiday park without unreasonable interference.

### **31. Permitting family members of occupant and others to temporarily occupy a site**

- (1) The park owner agrees to allow any family member of the occupant or any other person to temporarily occupy the site if he or she has the prior permission of the occupant and the park owner.
- (2) The park owner and occupant agree that the park owner may demand proof that the family member of the occupant or any other person has the permission of the occupant to occupy the site. That proof may be given in person or in writing and is required in advance for each individual booking.
- (3) Despite clause 31(1), the occupant agrees that the site cannot be occupied by any person under 18 years of age unless accompanied by a parent or guardian.

## **PART 4 - AGREEMENT TO MINIMISE LOSS**

### **32. Parties to minimise loss from breach of agreement**

The park owner and the occupant agree that the rules of law relating to mitigation of loss or damage on breach of a contract apply to a breach of this agreement. (For example, if the occupant breaches this agreement the park owner will not be able to claim damages for loss that could have been avoided by reasonable effort by the park owner.)

## **PART 5 - WHEN CAN SOMEONE ELSE COME ONTO THE SITE?**

### **33. Park owner's access to the site**

The park owner agrees that the park owner, the park manager or any person authorised in writing by the park owner, during the currency of this agreement, may enter the site only in the following circumstances:

- (a) in an emergency (including entry for the purpose of carrying out urgent repairs); or
- (b) if the Consumer, Trader and Tenancy Tribunal so orders; or
- (c) if there is a good reason for the park owner to believe the site is abandoned; or
- (d) if electricity, water or gas is supplied to the occupant by the park owner, to inspect and read an electricity, water or gas meter situated on the site; or
- (e) to carry out regular maintenance and caretaking of the site, such as by mowing the lawn; or
- (f) to carry out functions required under any legislation; or
- (g) if the occupant agrees; or
- (h) to discuss matters relevant to the site or the holiday park generally.

## **PART 6 - OBLIGATIONS OF THE PARK OWNER RELATING TO PARK RULES FOR CASUAL OCCUPANTS**

### **34. Park rules for casual occupants**

The park owner agrees to give the occupant a copy of any park rules for casual occupants that are in force for the holiday park, before or at the time they enter into this agreement.

### **35. Obligation to promote compliance with the park rules for casual occupants.**

The park owner agrees to take all reasonable steps to make sure that the park owner's other occupants do not contravene any park rules for casual occupants for the holiday park.

## **PART 7 - ENDING THIS AGREEMENT**

### **When can this agreement be ended?**

#### **36. Ending this agreement**

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

- (a) if the park owner or the occupant gives notice of termination under this part; or
- (b) if the Consumer, Trader and Tenancy Tribunal makes an order terminating this agreement; or
- (c) if a person having superior title to that of the park owner becomes intitled to possession of the site; or
- (d) 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; or
- (e) if a mortgagee in respect of the site becomes entitled to possession of the site to the exclusion of the occupant; or
- (f) if the occupant abandons the site; or
- (g) 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; or
- (h) by merger (that is, where the interest of the park owner and the occupant become vested in the one person); or
- (i) by disclaimer (for example, on repudiation by the occupant accepted by the park owner); or
- (j) 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.

### **When can the occupant terminate this agreement?**

#### **37. Termination by occupant on breach of agreement**

- (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.

- (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.
- (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.

#### **38. Notice of termination by occupant without any reason (but not for fixed term agreement that has not finished)**

- (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.
- (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.
- (3) This clause does not apply if the agreement creates an occupancy for a fixed term and that term has not finished.

### **When can the park owner end this agreement?**

#### **39. Termination on breach of agreement**

- (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.
- (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.
- (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.
- (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.
- (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 merely 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.

#### **40. Notice of termination by park owner without any reason (but not for a fixed term agreement that has not finished)**

- (1) The park owner and the occupant agree that the park owner may give notice of:

- a) termination of this agreement without having to give any reason; or
  - b) relocation of moveable dwelling to any other site within the holiday park.
- (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.
- (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.

## Notices of termination

### 41. Notices of termination

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

- (a) be in writing; and
- (b) state the address and site number of the site; and
- (c) be signed by the person giving it; and
- (d) be dated; and
- (e) allow the required period of time; and
- (f) give the date the occupant intends to, or is required to, give vacant possession; and
- (g) give the reasons for ending this agreement (if any); and
- (h) be properly given.

### 42. How notices are properly given

- (1) The park owner and the occupant agree that a notice of termination given to the occupant may be:
- (a) posted to the occupant's site and to the occupant's principal place of residence; or
  - (b) given to the occupant personally; or
  - (c) given to a person aged over 18 who normally pays the occupation fees; or
  - (d) given to a person aged over 18 who occupies the site to pass on to the occupant.
- (2) The park owner and the occupant agree that a notice of termination given to a park owner may be:
- (a) posted to the tourist park; or
  - (b) given to the park owner or the park manager personally; or
  - (c) posted or faxed to the park owner's place of business; or
  - (d) emailed to the park manager.

## Miscellaneous

### 43. Apportionment and recovery of occupation fees on termination

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.

### 44. Breach or notice of termination not waived by acceptance of occupation fees

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:

- (a) does not operate as a waiver of:
  - (i) any breach of this agreement; or
  - (ii) any notice of termination on the ground of breach of this agreement given by the park owner; and
- (b) is not evidence of the creation of a new occupancy.

## Attachments

- Holiday Van Additional Terms of Occupation
- Current Park Rules
- Holiday van Disclosure Document

last modified \_\_\_\_\_

OCCUPANT INITIALS \_\_\_\_\_

**Wollongong City Council**

Administration Centre  
Locked Bag 8821,  
Wollongong DC NSW 2500  
Telephone (02) 4227 7111  
Facsimile (02) 4227 7544  
Web [www.wollongong.nsw.gov.au](http://www.wollongong.nsw.gov.au)

**Bulli Beach Tourist Park**

1 Farrell Road,  
Bulli NSW 2516  
Telephone (02) 4285 5677  
Facsimile (02) 4285 5062  
Email [bullitp@wollongong.nsw.gov.au](mailto:bullitp@wollongong.nsw.gov.au)

**Corrimal Beach Tourist Park**

Lake Parade,  
Corrimal NSW 2518  
Telephone (02) 4285 5688  
Facsimile (02) 4285 5079  
Email [corrimaltp@wollongong.nsw.gov.au](mailto:corrimaltp@wollongong.nsw.gov.au)

**Windang Beach Tourist Park**

Fern Street,  
Windang NSW 2528  
Telephone (02) 4297 3166  
Facsimile (02) 4296 9589  
Email [windangtp@wollongong.nsw.gov.au](mailto:windangtp@wollongong.nsw.gov.au)



A service of Wollongong City Council

Email: [wollongongtouristparks@wollongong.nsw.gov.au](mailto:wollongongtouristparks@wollongong.nsw.gov.au)

Web: [www.wollongongtouristparks.com.au](http://www.wollongongtouristparks.com.au)

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