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Under Part 3 of the HOLIDAY PARKS (Long-term Casual Occupation) Act 2002, prospective occupants have a right to certain information.

A park owner who proposes to enter into an occupation agreement under which a person will be the occupant of a site must prepare, or arrange for the preparation of, a document that includes the following questions, and any other questions that may be prescribed by the regulations and provide written answers to those questions.

### Occupation Agreement

#### ***If I buy the van, am I guaranteed an Occupancy Agreement?***

If the holiday van sales process is followed, an agreement will be entered into with the new owner.

#### ***How long does an Occupancy Agreement last for?***

Your initial occupancy agreement lasts for 12 months. After the end of this initial period, your agreement will revert to a month-by-month agreement.

#### ***Can my occupancy agreement be terminated?***

Yes, your occupancy agreement can be terminated for several reasons such as, non or late payment of fees, offensive behaviour, and breaching park rules. Reasons for termination are listed in the agreement. It may also be terminated for non breaches such as Council wishing to return the site to casual use.

In accordance with clause 40 (2) of the Occupation Agreement, if an agreement is being terminated for a non-breach, the park owner must give at least 90 days' notice in writing as to the day on which vacant possession of the site will be delivered up to the park owner. If termination is due to a breach of agreement, 7 days' notice must be given in writing, in accordance with clause 39 (2) of the Occupation Agreement.

### Fees and Charges

#### ***What occupation fees will be charged under the occupation agreement?***

Occupation fees are set in accordance with Wollongong City Council's fees and charges as fixed under section 608 of the Local Government Act 1993. In accordance with clause 8 of the Occupation Agreement, after the fixed term of the agreement ends, the occupation fees payable are those fixed from time to time by Wollongong City Council under section 608 of the Local Government Act 1993.

#### ***Will there be any extra occupation fees charged during school holidays or any other busy periods?***

No extra occupation fees will be charged during the duration of the occupation agreement.

#### ***Will there be any extra occupation fees charged for additional occupants or visitors?***

No. In accordance with clause 4 of your occupation agreement, up to eight occupants may ordinarily occupy your site at any given time.

#### ***Will the occupant have to pay any additional or extraordinary charges (other than occupation fees), for instance any gas or water charges? If the occupant does have to pay, for what purposes does the occupant have to pay?***

No - the occupant does not have to pay council rates, water, electricity, and natural gas charges in accordance with clause 10 of the Occupation Agreement. Although in accordance with clause 9 the occupant agrees to pay for overdue occupation fees, fees for late payment of fees and charges, an air conditioner levy, fees for additional car/trailer/boat kept on site, removal of excess garbage and the cost of electrical tagging for all electrical leads used for connection from caravan and annexe to holiday park power supply. The occupant will also need to provide and keep current an insurance policy providing \$20 million Public Liability which covers the site.

#### ***Will there be any additional charges/costs I will need to factor in?***

Besides those listed above, your site will be subject to annual compliance and meeting of minimum standards checks. Any works required to be carried out following these checks will be at the van owner's expense.

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## **Will my occupation fees change?**

Your occupation fees are reviewed each year and are increased in line with Council's fees and charges. These fees currently include water and electricity usage and additional guests in your van up to the maximum number of eight. This is subject to change. The occupant will be notified in writing 30 days before the park owner wants to increase the occupation fees, in accordance with clause 15 (2) of the Occupation Agreement. This notification forms the invoice for the new financial year.

## **What are the costs of preparing the occupation agreement?**

In accordance with clause 9 (a) of the Occupation Agreement, administration fees are payable on execution of any new agreement in accordance with Wollongong City Council's fees and charges as fixed under section 608 of the Local Government Act 1993.

## Disputes

### **How will any disputes about the occupation agreement be sorted out, or any other disagreements?**

The park owner is willing to help resolve any issues about the Occupation Agreement. Any dispute or disagreement that cannot be resolved, in accordance with section 26 of the Holiday Parks (Long Term Casual Occupation) Act 2002 can be taken to the NSW Civil and Administrative Tribunal for resolution.

## Park Rules

### **Is there any restriction on the types of moveable dwellings allowed at the park?**

In accordance with clause 25 of the Occupation Agreement the occupant agrees to make sure that the moveable dwelling complies with any regulations under the Local Government Act 1993, the Local Government (Manufactured Home Estates, Caravan Park, Camping Grounds and Moveable Dwellings) Regulation 2021 and any policy of the State Government. Clause 26 of the Occupation Agreement states that a dwelling and any other structure that the occupant is permitted to erect is kept in a condition allowing it to be moved.

### **What can the occupant put on the site besides the moveable dwelling (such as a carport or garden shed)?**

Any proposed modification of a Holiday Van site must be in accordance with the Local Government (Manufactured Home Estates, Caravan Park, Camping Grounds and Moveable Dwellings) Regulation 2021 which requires approval by the Park Supervisor **PRIOR** to any work commencing. This requirement relates to **ALL** holiday van owners. Approvals to proceed will be provided in writing, at which time the Park Supervisor will advise the process in which to proceed as further approvals, including a Section 68 application, may be required.

Works that require approval include (but are not limited to): Enclosure of a carport; extensions to a deck or annex; fences or rigid privacy screens/doors or louvres; demolition and replacement of an existing structure (internally or externally); installation of a bathroom; and moving an existing structure from one location to another.

Following completion of any structural works, a notice of installation must be completed within seven days

### **Are there restrictions on the use of common facilities? If so, what hours are the facilities available and who may use the facilities? Are there any other restrictions on the use of these facilities?**

Facilities may only be used by occupants and guests. The park rules for casual occupants set out additional conditions relating to park and facility use and the hours during which facilities may be used. Some facilities are closed during various hours to permit cleaning and maintenance.

Children must always be supervised by a parent or an adult guardian/carer. Restrictions apply on the use of some facilities after dark and a noise curfew applies as detailed in the Park Rules for Casual Occupants.

### **Who pays for the cost of an occupant's dwelling being relocated within the park during the term of the occupation agreement?**

If the Park Owner requires the moveable dwelling on the site to be relocated to any other site within the Tourist Park, the cost of this relocation will be the responsibility of the occupant of the movable dwelling on the site and not the Park Owner.

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### **Are there any Park Rules that the occupant must comply with?**

Yes, Occupants at the Tourist Park must always comply with the park rules. The Park Owner will review and update the rule on an annual basis. The current Park Rules are attached to the Occupation Agreement.

### **Where do I park my car? Can I leave my boat on site?**

You are allocated one car parking space for your site. Any additional vehicles/boats etc may be housed on your site (subject to space requirements) however will incur an additional vehicle charge. No vehicles/boats etc may be housed on site when the occupant is not present.

### Selling your Holiday Van

**Can an occupant sell the occupant's moveable dwelling while it is in the holiday park? What restrictions are there on an occupant regarding the sale of the occupant's moveable dwelling while it is in the holiday park? What are the commission arrangements if the park owner sells the occupant's moveable dwelling?**

In accordance with clause 23 of the Occupation Agreement, the Park Owner may provide permission for holiday van owners to sell their van and associated structures.

To be able to be provided approval to sell, the holiday van must be/have:

- Fully compliant with Local Government (Manufactured Home Estates, Caravan Park, Camping Grounds and Moveable Dwellings) Regulation 2021.
- All fees must be up to date/paid in full.
- An engineers' certificate, no more than twelve months old must be provided.