

**CONDITIONS OF**  
**HOLIDAY SITE OCCUPATION AGREEMENT**

BETWEEN

**BIG 4 WYE RIVER HOLIDAY PARK**

AND

OF

SITE NUMBER

DATE OF AGREEMENT

# HOLIDAY SITE OCCUPATION AGREEMENT

## **PART 1. INTRODUCTION**

### **1. Purpose**

The purpose of this agreement (“the agreement”) is to clarify the terms and conditions associated with the occupancy and associated use of holiday site in a caravan park nominated in the attached schedule.

### **2. Commencement and Duration**

This agreement commences on the date as stated in the schedule appended to and forming part of this agreement and ends when terminated in accordance with the provisions prescribed in this agreement.

### **3. Agreement to Comply With the Terms of This Agreement**

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

### **4. How Long Does This Agreement Last?**

The fixed term of this agreement is for 12 months beginning on **01/07/23** and ending on **30/06/24**.

### **5. What Happens When This Agreement Ends?**

When the time for the agreement ends (that is when the fixed term ends):

- (a) the occupant can stay on the site at the same occupation fee unless the park owner has given the occupant at least 30 days notice in writing of the increase site fee and otherwise under the same terms unless or until this agreement is ended in accordance with this agreement.
- (b) If the park owner wants to increase the occupation fee at any time after the fixed term ends, the park owner must give the occupant at least 30 days notice in writing.

### **6. Definitions**

(“the Act”), and the Residential Tenancies (Caravan Parks and Moveable Dwellings Registration and Standards) Regulations 1999, (“the Regulation”), are the same as in the Act and the Regulations but with such modifications as are necessary to make them applicable to occupants of holiday sites.

In addition –

“**A holiday site**” or “**site**” means a site which has been reserved for an extended period upon which is situated a moveable dwelling and which is occupied from time to time on a non-residential basis.

“**Non-residential basis**” means that the site is not occupied by a person who is using the site as his or her main place of residence.

“**Occupants**” mean those persons, who will have the right to occupy the site, Including Immediate family user nominated on transfer application from”.

“**Caravan park owner**” means the owner or the manager of the caravan park.

“**The Principal Occupant**” (“the Occupant”) means the occupant who signs on behalf of and represents all the occupants of the holiday site.

“**A Fixed Term Holiday Site Occupation Agreement**” means an agreement to occupy a holiday site for a fixed term generally not exceeding a period beyond 12 months.

**“Dwelling”** means a registerable moveable dwelling (RMD) or unregisterable moveable dwelling (UMD)

**7. Residential Use Voids the Agreement**

The agreement applies to occupancy on a non-residential basis only. The agreement does not apply should any of the occupants use the site as their main place of residence. The agreement ceases immediately should that be the case.

**PART 2. SITE FEES AND OTHER CHARGES**

**8. Payment of Fees and Other Charges**

- 8.1** The Principal occupant agrees to pay, all fees in connection with the site: site fees for holiday sites including additional permitted occupant Fees must be paid in advance for the period as set out in Schedule 1.
- 8.2** For electricity, water and gas, but only if a meter is installed that measures the consumption by the occupant, every week/month/quarter and at the termination of the agreement. (Cross out whichever is not applicable) (Note: Electricity is charged on the basis of consumption at the same rate as domestic customers of the local energy supplier including supply, access and availability charges. The frequency that meters are read is set out in Schedule 1 and at the termination of the agreement).
- 8.3** For children and adults who are overnight guests as set out in Schedule 1.
- 8.4** For children and adults who are day guests who do not stay overnight as set out in Schedule 1.
- 8.5** For vehicles including trailers in excess of one at the rate set out in Schedule 1.
- 8.6** For daily storage fees for continued occupation of the site by the occupant's dwelling after the agreement has been terminated, as set out in Schedule 1.
- 8.7** For work done by the park owner at the request of the occupant as set out in Schedule 1.
- 8.8** For any excess garbage or sanitary charges incurred for the removal of excess garbage, or other material made necessary by the occupant at the rate set out in Schedule 1.
- 8.9** For any tax or similar charge imposed by the local council or relevant authority with respect to the site.
- 8.10** For any interest on overdue payments as set out in Clause 58.1
- 8.11** For any Fees or commissions charged by any Debt Collector agencies engaged for the recovery of unpaid fees and/or accounts.
- 8.12** For any Bank fees or charges for payments made by Debit and or Credit Card.
- 8.13** Cost of preparing the application form as set out in Schedule 1. (i.e. new account set-up)
- 8.14** Commission or transfer fee on the total sale price of the moveable dwelling as set out in Schedule 1.

**9. No Additional Fees Or Charges To Be Levied**

The caravan park owner must not levy any additional charges within any fixed term of this agreement unless such charges are disclosed in Schedule 1.

**10. Site Fees Are Payable In Advance and On Time**

- (a) The Principal occupant agrees to pay the site fees in full, in advance.
- (b) The Principal occupant agrees to pay the site fees in full on time.

**11. Fee Increases**

- 11.1** (a) The caravan park owner must give the principal occupant 30 days' notice from due date of any increase in site fees or other charges.  
(b) Unless the increase results from that of an authority for which the caravan park owner has responsibility to pay.
- 11.2** The caravan park owner must give the occupant 30 days notice in writing from due date if the park owner wants to increase the site fees permitted under 8.1 (b).
- 11.3** Payment installment options can only be changed at either the commencement of an agreement or the renewal of an agreement. Eg. Quarterly or yearly etc

**12. Receipts for Occupation Fees or Other Charges**

**12.1** Upon payment of site fees or other charges the caravan park owner will provide the principal occupant or the person making the payment with a receipt.

**12.2** The park owner agrees that any receipt for occupation fees or charges must include the following particulars:

- (a) the name and address of the caravan park and the site number
- (b) the period for which the fees or charges are paid
- (c) the date on which the fees or charges are received
- (d) the amount of fees and charges paid

**13. How to Pay Site Fees**

The site fees may be paid in the ways set out in Schedule 1. These methods of paying may be changed only at the commencement of an agreement unless both the park owner and the occupant agree otherwise.

**14. Refunds**

The caravan park owner agrees to refund any fees paid if the occupancy is ended by the park owner before the end of the agreement, provided such that the occupant or his or her guest's have not breached any part of this agreement.

**15. Payment of Council Rates and Other Charges by Park Owner**

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

- (a) Council rates, and
- (b) Land Taxes, and
- (c) Water, electricity.

## ***PART 3      RIGHTS AND OBLIGATIONS***

### **Section 1.      Obligations of the Park Owner**

#### **16.      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  
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 dwelling for the  
term of this agreement.

#### **17.      Occupant's Right to No Interruption**

The caravan park owner agrees not to unreasonably restrict or interfere with the occupant's  
privacy, peace and quiet or proper use and enjoyment of the site.

#### **18.      Occupant's Right to Access**

The caravan park owner agrees to provide 24-hour vehicular access for the occupant to the site.

#### **19.      Cleanliness**

The caravan park owner agrees to make sure the site, everything provided with the site for use by  
the occupant are reasonably clean and fit to occupy or use.

#### **20.      Maintenance**

- (a)      The caravan park owner agrees to maintain, repair and keep tidy all  
communal bathrooms, toilets, laundries and other communal facilities.
- (b)      The caravan park owner agrees to minimize inconvenience and disruption  
to occupants when repairing or renovating communal areas.

#### **21.      Trades People**

The caravan park owner and the occupant agree that any trades people that the occupant  
reasonably requests should be allowed into the caravan park without unreasonable interference.  
However, work performed must be completed by suitably qualified and licensed trade's people.  
Work cannot commence until production of copy of industry registration and public liability  
indemnity coverage. All proposed works must be approved by the park owner.  
(See clause 29.)

#### **22.      Permitting Family Members of Occupant and Others to Temporarily Occupy the Site**

- (a)      The caravan 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 caravan park owner
- (b)      The caravan park owner and occupant agree that the caravan 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. The proof  
may be given in person, in writing or over the phone.

## **Section 2.     Obligations of the Occupant**

### **23.     Occupant's Use of Site**

- (a)     The occupant agrees that the site will be used for holiday purposes only.
- (b)     The occupant agrees to not use the site consecutively for more than the number of days permitted as set out in Schedule 1.

### **24.     Number of Persons Occupying the Site**

The occupant agrees not to allow more than the number of persons agreed with the caravan park owner to occupy the site as set out in the caravan park rules.

### **25.     Occupants to Observe Caravan Park Rules**

The occupant agrees to observe the caravan park rules made from time to time as set out in the caravan park rules.

### **26.     Principal Occupants to Comply with any Statutory order**

At the Principal Occupant's cost, The Principal Occupant will comply with any Statutory Order as far as it relates to the dwelling and the occupation of the dwelling.

### **27.     Offensive Behavior**

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

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

### **28.     Occupant Must Not Use the Site for Illegal Purposes**

- (a)     The occupant must not use or permit the use of the site, the dwelling or the caravan park for any illegal purpose, and
- (b)     Not to cause or permit a nuisance.

### **29.     Cleanliness and Damage to the Site**

The occupant agrees:

- (a)     To keep the site clean and tidy  
Maintain the site and dwelling in a manner and condition that does not detract from the general standard of the caravan park as set by the caravan park owner from time to time.

### **30.     Fire safety and access**

- (a)     You must ensure that dwelling roof gutters are cleaned and free of leaves and debris at all times
- (b)     Ensure personal belongings including but not limited to; Bikes, bbq's, fire pits surf boards are not stored around the cabin
- (c)     Personal items are to be stored inside your dwelling when not occupied

### **31.     Alterations and Additions**

The occupant agrees not to erect or construct any fixture or structure, or renovate, alter or add to the dwelling or the site without the caravan park owner's written permission.

**32. Occupants Responsibility for 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 caravan park, who breaks any of the terms of the agreement (including any park rules for occupants that are terms of this agreement).

**33. Occupants Duty to Pay Fees**

(a). The occupant agrees to pay site fees and any other charges as set out in Schedule 1 on the due dates and in the agreed manner.

(b). The Principal Occupant/s agree that fees are payable for the occupation of the site by the Occupants dwelling.

In the event of any Statutory order, or any other circumstance outside the parks control, which restricts or denies the Principal Occupant or Occupants access to their Dwelling, the fees and any other charges as set out in Schedule 1 remain payable for the continued occupation of the site by the Occupants Dwelling.

**34. Keys and Opening Devices**

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

**35. Selling the Dwelling**

The occupant agrees not to sell the occupant's dwelling while it is on the site without the prior written permission of the caravan park owner.

**36. Agreement Not To Transfer without Consent**

(a) The occupant agrees not to transfer the whole or part of the occupant's interest under this agreement without the caravan park owner's prior written permission.

(b) The occupant agrees that the caravan park owner may require a new occupation agreement to be entered into.

**37. Moveable Dwelling Must Comply With Law**

The occupant agrees to make sure that the dwelling complies with any regulations under any Act with which it is required to comply.

**38. 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 by means of its own chassis. For the avoidance of doubt a moveable dwelling must at all times be capable of being moved within 24 hours to another site by a cabin moving vehicle (or other heavy lifting equipment) so that the move can reasonably be carried out in a way that will not damage the cabin and that having been moved the undamaged cabin would then be capable of re-use at another site having been installed at the new site within the same period of 24 hours. Any cabin that subsists (through the effluxion of time or otherwise) in a state (as determined in the absolute discretion of the caravan park owner) where it can only be moved by way of destruction or deconstruction (and cannot otherwise be removed easily by virtue of its own chassis) will be deemed not to be a moveable dwelling in accordance with this agreement. The Occupant acknowledges

that if his or her dwelling is no longer a moveable dwelling in accordance with this clause, then the Occupant will be in breach of this clause and the Agreement.

#### ***PART 4. WHEN CAN SOMEONE ELSE COME ONTO THE SITE?***

##### **39. Park Owner's Access to the Site.**

The park owner agrees that the park owner, the park manager or any person authorized 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)
- (b) To carry out regular maintenance and caretaking of the site, such as lawn mowing etc.
- (c) If electricity, water or gas is supplied to the occupant by the park owner, to inspect and read meters supplied for those services
- (d) To carry out functions required under any legislation
- (e) In the circumstances set out in Schedule 1
- (f) If the occupant agrees
- (g) To address any breach of this agreement or breach of park rules
- (h) If there is a good reason for the park owner to believe the site is abandoned.

#### ***PART 5. SALE OF GOODS OR MOVEABLE DWELLING***

##### **40. Duty In Relation To Goods or a Dwelling Left On Site by Occupant**

- (a) The caravan park owner will take reasonable care of any goods including the dwelling left on site by the occupant of a holiday site
- (b) The caravan park owner may dispose of goods which are perishable food stuffs, worthless or dangerous.
- (c) The caravan park owner must take reasonable steps to notify the occupant or the owner of the goods and/or dwelling as to when and from where the goods and/or dwelling may be collected
- (d) At the caravan park owner's discretion, a dwelling may be stored at a daily fee set out in Schedule 1.

##### **41 Sale Of Goods Or Any Dwelling Left Behind By An Occupant Of A Holiday Site.**

**41.1** The caravan park owner may consider abandoned and thus sell any goods or any dwelling stored under clause 38 if 90 days has elapsed since the

- (a) last occupancy, or
- (b) date upon which the agreement ended, or
- (c) last financial transaction with the occupants, whichever is the latest, providing all reasonable steps have been taken, without success, to contact the owner of the goods and/or dwelling

**41.2** The caravan park owner may act as though the goods or dwelling have been abandoned if the owner of the goods or dwelling fails to collect and pay the reasonable costs of handling and storing the goods or dwelling.

**41.3** The caravan park owner must give at least 60 days written notice of the intention to act under section 39.1b



**41.4** The owner of the goods or dwelling to be sold under section 39.1(a) or 39.1(b) may at any time before the goods or dwelling are sold, collect the goods or dwelling if he or she pays the caravan park owner the reasonable cost incurred in-

- (a) moving, handling, storing or paying for the moving, handling and storing of the goods,
- (b) trying to notify the owner of the goods or dwelling
- (c) organizing the sale of goods or dwelling (advertising)

**41.5** The caravan park owner is not obliged to surrender any goods or dwelling to a former occupant unless all costs incurred under section 39 or 40 together with any outstanding fees or other charges are paid to the caravan park owner

**41.6** A caravan park owner who sells any goods and/or dwelling in accordance with sections 39 or 40 is entitled to the proceeds of any such sale.

#### **42. The Sale of Dwelling on Site**

The owner of a dwelling on a holiday site in a caravan park may sell the dwelling or instruct the owner of the caravan park in writing to sell the dwelling while it remains on site, provided:

**42.1** The occupant notifies the owner of the caravan park in writing of his or her intention to sell the dwelling, and

**42.2** The occupant informs any prospective purchaser of the dwelling that the sale of the dwelling voids any current agreement that the occupant has with the caravan park owner, and

**42.3** The occupant advises any prospective purchaser that they make their own inquiries of the caravan park owner with respect to the prospects of entering into an agreement enabling them to occupy the holiday site in question

**42.4** The caravan park owner is not obliged to enter into a holiday site agreement with the purchaser of any dwelling sold on a site.

**42.5** The park has first right of refusal to buy on the purchase price agreed to between the occupant of the dwelling for sale and the purchaser

**42.6** The park will give consideration to entering into a new agreement with a purchaser only upon full clearance of any monies owing to the park by both the purchaser and the occupant,

#### **43. Payment of Commission or Transfer Fee upon Sale of a Dwelling on Site**

The caravan park owner is entitled to receive from the occupant a commission or transfer fee upon the sale of the dwelling as set out in Schedule 1. The Occupant acknowledges that this fee is consideration of the caravan park owner allowing a new site owner to remain on the site.

### **PART 6. ENDING THIS AGREEMENT**

#### **Section 1. When Can The Agreement Be Ended?**

##### **44. Ending the Agreement**

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

**44.1** If the caravan parks owner or the occupant gives notice of termination under this part,

**44.2** If a person having superior title to that of the caravan park owner becomes entitled to possession of the site

- 44.3 If a person succeeding to the title of the caravan park owner (for example, a purchaser) becomes entitled to possession of the site to the exclusion of the occupant
- 44.4 If the occupant vacates the site
- 44.5 If the occupant abandons the site
- 44.6 If the occupant delivers up vacant possession of the site with the prior permission of the caravan park owner, whether or not that permission is subsequently withdrawn
- 44.7 If the fixed term ends, there is no provision for a continuing agreement and the caravan park owner, or the occupant has terminated the agreement after the expiry of the next period for which the occupation fee was payable.
- 44.8 If the caravan park is sold
- 44.9 At the commencement of any new agreement between the occupant and the caravan park owner.

## **Section 2. When Can The Occupant End The Agreement?**

### **45. Termination by Occupant on Breach of Agreement**

45.1 The caravan park owner and the occupant agree that the occupant may give the caravan park owner a notice of termination of this agreement if the caravan park owner has breached a term of this agreement

45.2 The caravan 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 caravan park owner.

### **46. Notice of Termination by Occupant without Any Reason**

46.1 The caravan park owner and the occupant agree that the occupant may give notice of termination of this agreement without having to give a reason

46.2 The caravan park owner and the occupant agree that a notice of termination given under this clause must give at least 90 days notice as to the day on which vacant possession of the site will be delivered up to the caravan park owner

## **Section 3. When Can The Caravan Park Owner End This Agreement?**

### **47. Termination on Breach of Agreement**

47.1 The caravan park owner and the occupant agree that the caravan park owner may give notice of termination of this agreement to the occupant if the occupant has breached any term of this agreement.

47.2 The caravan park owner and the occupant agree that the 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 caravan park owner.

47.3 The caravan park owner and the occupant agree that a notice of termination given by the caravan park owner on the grounds 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.

47.4 The caravan park owner and the occupant agree that a notice of termination given by a caravan 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 caravan park owner or the manager to make a prior formal demand for payment of the fees.

**48. Notice of Termination by Park Owner without Any Reason**

**48.1** The caravan park owner and the occupant agree that the caravan park owner may give notice of termination of this agreement without having to give any reason.

**48.2** The caravan park owner and the occupant agree that a notice of termination given under this clause must give at least 90 days notice as to the day on which vacant possession of the site will be delivered up to the caravan park owner.

**Section 4 Notices of Termination**

**49. Notices of Termination**

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

**49.1** be in writing, and

**49.2** state the address and site number of the site, and

**49.3** be signed by the person giving it, and

**49.4** dated, and

**49.5** allow the required period of time, and

**49.6** give the date the occupant intends to, or is required to, give vacant possession, and

**49.7** give the reasons for ending the agreement (if any).

**Section 5 Miscellaneous**

**50. Apportionment and Recovery of Occupation Fees on Termination**

The caravan 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 fees and charges are payable.

***ADDITIONAL TERMS***

**51. Occupation of the Site**

The occupant agrees:

**51.1** during the course of a year, not to use the site for more than the number of nights set out in Schedule 1.

**51.2** not to use the site for any continuous period greater than the number of nights set out in Schedule 1 except with the prior permission of the caravan park owner.

**51.3** If the site is occupied for a period greater than the number of nights permitted under clause 49.1 to pay the occupation fees set out in Schedule 1.

**52. Not to Carry On Business**

The occupant agrees not to carry on or conduct a business of any commercial enterprise on the site or in the caravan park.

**53. Installation and Use of Moveable Dwelling**

The occupant agrees:

**53.1** To install any moveable dwelling and any additions to the site in the location and to the manner, satisfaction and standards as directed by the caravan park owner.

**53.2** That the park owner is not required to provide more than one parking space for a standard vehicle on the site.

**53.3** Not to use or permit the site to be used as a principal place of residence.

**54. Maintenance of Moveable Dwelling and Associated Structures**

**54.1** The occupant agrees to maintain the moveable dwelling and any additions, alterations or extensions in a good state of repair and in a clean, sanitary and hygienic condition, satisfactory to the caravan park owner.

**54.2** The occupant agrees to carry out repairs, maintenance, upgrades, site presentation and any other requests by the due dates when requested to by the caravan park owner.

**54.3** The occupant agrees not to store any items under the dwelling

**55. Constructions, Alterations, Additions and Extensions to Moveable Dwelling and Associated Structures.**

The occupant agrees not to build, alter, add, paint, or extend any structure including but not limited to, a carport, deck, veranda, screen, pergola, clothesline, shed, driveway, pathway, paving or retaining wall, garden bed without first getting the written permission of the caravan park owner.

**56. Damage**

**56.1** The occupant agrees to be responsible for any damage caused by installing, removing, modifying or repairing the moveable dwelling or as a result of any addition or alteration.

**56.2** The occupant agrees to be responsible for any damage caused by the occupant, including but not limited, the occupant's guests or visitor's, to any boom gate or any other piece of plant, equipment, vegetation or facility at the caravan park.

**57. Costs of Upgrading**

**57.1** The occupant agrees to comply with a direction from the caravan park manager to upgrade all or part of the moveable dwelling as set out in the caravan park rules.

**57.2** The occupant agrees to be responsible for the payment of costs associated with any upgrade of all or part of the moveable dwelling.

**58. Selling the Moveable Dwelling**

**58.1** The occupant agrees to notify the caravan park manager in writing of the intention to sell the moveable dwelling.

**58.2** The occupant agrees that the dwelling can only be sold if the age of the dwelling complies with the caravan park rules.

**58.3** The occupant agrees to pay the caravan park owner upon the sale of the dwelling a commission or transfer fee as set out in Schedule 1.

**59. First right to buy**

**59.1** The Caravan Park has the first right to buy any annual dwelling put up for sale for the advertised or agreed price

**60. Pin Codes and Boom Gate Keys**

**60.1** The caravan park owner agrees:

To give a key or other opening device or information required to operate the boom gate for a registered vehicle owned by the occupant provided that the occupant gives such details of the vehicle that the park owner may reasonably require.

**60.2** To refund the deposit paid, if any, as set out in Schedule 1 when the occupant returns the key or other opening device required to open the boom gate.

**60.3** Pin Codes and Boom gate keys are for these of the Principal occupant/s “persons registered to use the site” and person listed under the agreement and “Nominated Additional Permitted Occupants” only. Any other persons must first register at reception and be issued with a temporary pin code or boom gate card. Occupants giving their pins or boom gate cards to unregistered guests may result in the occupant having their card/code cancelled and registering at reception 8on each visit

**61. Parking Permit**

If required by the caravan park owner, the occupant agrees to display a “parking permit” sign, supplied by the park owner, on the nominated part of the vehicle for the whole time the vehicle is within the caravan park.

**62. Overdue Payments**

**62.1** The occupant agrees that any overdue payments, including occupation fees and other charges, attract interest at the rate equivalent to 2% above the interest charged by the Commonwealth Bank on an unsecured loan on the first business day of the month that interest becomes payable under this clause. Interest payable for part of a month shall be the amount that would have been payable had the amount been outstanding for the whole month.

**62.2** The occupant agrees that the interest is payable from the date that the payment is overdue.

**62.3** The occupant agrees that an account fee as set out in Schedule 1 is payable for additional accounts required to be sent out by the caravan park owner.

**62.4** The Occupant agrees that any fees or commissions charged by any debt collector agency engaged to recover unpaid fees/accounts, will be paid by the occupant. Any such fees/commissions payable by the occupant will be paid on top of any outstanding amount owed

**63. Occupants Guests and Visitors**

The occupant agrees:

- 63.1** Any other person who fails to register will incur an on-register guest fee. The occupant will be responsible for payment of same.
- 63.2** Any guest who stays overnight is an overnight visitor who must register at the caravan park office upon arrival and pay a fee as set out in Schedule 1.
- 63.3** No more than the number of overnight visitors as set out in Schedule 1. May stay overnight on the site at the same time.
- 63.4** The occupant may not hire the dwelling for the use of any person.
- 63.5** The occupant agrees to be responsible for the actions of any day-visitor or overnight-guest of the occupant whilst the visitor or guest is in the caravan park.

**64. Occupant to Give Prior Notice If Other Person Is To Occupy the Site**

- 64.1** If the occupant permits any person other than the occupant to occupy the site, the occupant agrees to notify the caravan park owner, before the person comes onto the site, of the name, residential address and date of arrival and proposed length of stay of that person or persons.
- 64.2** The occupant agrees to be responsible for the actions and behaviour of any of his or her guests or visitors while in the caravan park.
- 64.3** Unregistered guest fee – applies to any person arriving without notice.

**65. Children**

The occupant agrees to be responsible for the actions and behaviour of any child of the occupant or any child that is a day-visitor or overnight-guest while the child is in the caravan park.

**66. Change of Address**

The occupant agrees to notify the caravan park owner of any residential address in writing within 7 days of the change of address.

**67. Surveillance**

The occupant agrees that the caravan park owner may install closed circuit television, or other surveillance device, in any part of the caravan park, other than in the shower and toilet areas of the amenity blocks.

**68. Indemnity and Insurance**

The occupant agrees:

- 68.1** To indemnify the caravan park owner against any liability for any damage, loss or injury that may occur as a result of the occupant's occupation of the site, including, but without limiting, damage caused by flooding, whether or not the caravan park owner is aware or should have been aware that there was any likelihood of flooding.
- 68.2** To take out a public risk insurance policy for at least \$10million for each event covering liability for injury and property damage arising from the occupant's occupation of the site.
- 68.3** The caravan park owner has the right to ask the occupant to increase the amount of cover referred to in this clause if the occupant is given at least 14 days written notice of the amount of the increase.
- 68.4** The caravan park owner may ask for and the occupant must produce, a current certificate of insurance, and that the park owner may take a copy of that certificate.
- 68.5** To indemnify the caravan park owner against any liability for any damage, loss or injury that may occur as a result of the occupant's breach of this agreement including without

limitation all legal costs and costs to enforce the agreement and well as consequential loss of business that might be available if the site was vacated.

**69. Entire Agreement**

This agreement comprises the entire agreement between the parties as to its subject matter to the exclusion of any prior agreement whether written or oral, express or any way implied.

**70. Bar to further proceedings**

The caravan park owner is at liberty to plead this deed in any court of law, arbitral tribunal or in any other proceedings arising out of or touching on or concerning the matters referred to or contained in this deed as a bar to such proceedings.

**71. Governing law**

This agreement is governed by the laws of New South Wales and the parties submit to the non-exclusive jurisdiction of the courts of New South Wales.

**72. Safety**

**72.1** The Principal occupant agrees to carry out any works at their own expense necessary to keep their dwelling safe when requested to do so by the park's owner or representatives. Such requests will be made when necessary to ensure the dwelling complies with the parks oh&s management system and safety laws.

**72.2** Works must be carried out to the satisfaction of the park within due dates set.

**72.3** The Occupant is responsible for ensuring their dwelling is safe and complies with all relevant Safety laws and regulations