

## Schedule 1 SCHEDULE TO ANNUAL HOLIDAY SITE AGREEMENT

Item No.	Description of Item	Details	
1.	<b>PARK OWNER:</b>	<b>Snobs Creek Holiday Park Pty Ltd</b>	
	Address:	515 Goulburn Valley Highway, Eildon, Victoria, 3713 (Po Box 82), Eildon, Victoria, 3713	
	Telephone Number:	Reception            03 5774 2903 Administration    03 5774 2585	
	Email	accounts@snobs creek.com.au	
2.	<b>PRINCIPAL OCCUPANT/S:</b> (Full Name)	<b>Principal Occupant 1</b>	<b>Principal Occupant 2</b>
	Date of Birth		
	Address:		
	Telephone Number:		
	Email Address:		
3.	<b>PARK:</b>	<b>Snobs Creek Holiday Park</b>	
4.	<b>SITE DETAILS:</b>		
5.	<b>COMMENCEMENT DATE:</b>	<b>1<sup>st</sup> July 2023</b>	
6.	<b>EXPIRY DATE:</b>	<b>Midnight 30<sup>th</sup> June 2024</b>	
7.	<b>ANNUAL SITE FEE:</b>	See Options below	
	<b>Early Bird Option</b>	\$4660.00 per annum payable on or before 15 <sup>th</sup> June 2023	
	<b>Yearly Fee</b>	\$4860.00 per annum payable on or before the Commencement Date 1 <sup>st</sup> July 2023	
	<b>Half-yearly</b>	\$2530.00 Half-yearly instalments payable on or before 1 <sup>st</sup> payment 1/7/2023 2 <sup>nd</sup> Payment 1/1/2024	
	<b>Quarterly</b>	\$1315.00 Quarterly instalments payable on or before. 1 <sup>st</sup> payment 1/7/2023 2 <sup>nd</sup> Payment 1/10/2023 3 <sup>rd</sup> Payment 1/1/2024 4 <sup>th</sup> Payment 1/4/2024	
8.1	<b>PERMITTED NUMBER OF NIGHTS</b>	70	
8.2	<b>NAMES OF ANY ADDITIONAL OCCUPANTS:</b>		
8.3	<b>MAXIMUM NUMBER OF PERSONS ON SITE – ( PRINCIPAL OCCUPANTS plus ADDITIONAL OCCUPANTS)</b>	Six (6)	
8.4	<b>MAXIMUM NUMBER OF VISITORS</b>	Four (4)	
8.5	<b>MAXIMUM PERIOD THAT VISITORS CAN STAY AT ONE TIME</b>	Seven Days (7)	

8.6	<b>MAXIMUM PERIOD THAT VISITORS CAN STAY OVER 12 MONTHS</b>	Ten Visits (10)
8.7	<b>MAXIMUM NUMBER OF VEHICLES THAT CAN BE KEPT ON THE SITE AT ANY TIME</b>	1 (One) Vehicle 1 (One) Towable item
9	<b>FEE ON SALE OF DWELLING:</b>	\$660.00 including GST

<b>10.</b>	<b>ADDITIONAL CHARGES * Only applies where separately metered</b>	
	<b>IS THE PARK OWNER AN EMBEDDED NETWORK EXEMPT SELLER? Yes</b>	
<b>WATER and SEWERAGE CHARGES</b>		
<i>Purpose - To ensure that the Principal Occupant/s pays for water and sewerage supplied to the Site</i>		
<i>Basis of review - In accordance with the production / treatment cost charged</i>		
<i>Circumstance of Review - As and when the production cost to the Park Owner increase. REVIEWED ANNUALLY</i>		
<b>WATER SERVICE CHARGES (No GST)</b>		
<i>* ONLY APPLICABLE TO individually metered sites</i>		
20mm Supply - Potable Water		N/A at this time
USAGE CHARGE - Potable Water		N/A at this time
FIRE SERVICE CHARGE		N/A at this time
<b>NEW WATER CONNECTION CHARGES (GST is applicable to these charges)</b>		
Consent to Connect		N/A at this time
Standard Connection		N/A at this time
Meter Fee for New Connections or Replacement Meters		N/A at this time
<b>SEWERAGE SERVICE CHARGE (No GST)</b>		
Sewerage Supply - Annual Occupant		N/A at this time
Volumetric Charge - This charge applies to the volume of water used		N/A at this time
<b>SUNDRY CHARGES (GST is applicable to these charges)</b>		
Special Meter Read Fee – per read		N/A at this time
Meter Accuracy Test – per test		N/A at this time
Water Quality Test – per test		N/A at this time
Water Reconnection Fee – per reconnection		N/A at this time
Damage to supply, meter, restrictor cap / or lock – per item		N/A at this time
<b>POWER CHARGES</b>		
<i>Purpose - To ensure that the Principal Occupant/s pays for electricity supplied to the Site</i>		
<i>Basis of review - In accordance with changes to the rates published by the Essential Services Commission from time to time.</i>		
<i>Circumstance of Review - In accordance with changes to the rates published by the Essential Services Commission from time to time</i>		
<b>POWER SERVICE CHARGES (GST is applicable to these charges)</b>		
<i>Pass Through is the <u>cost</u> of qualified tradesperson who performs the electricity connection</i>		
Daily Power Supply Charge – 15 amp to powerhead / meter		129.94 c/day
Usage Charge – Power		\$0.3070 per kWh
Hot Water Supply Levy		101.99 c/day
Connection fee		Pass Through
Disconnection Fee		\$38.28
Reconnection Fee		\$38.28
Special Read Fee		\$38.28
Damage to supply, meter, restrictor cap / or lock – per item		Pass Through

<b>Other Charges and Fees (GST is applicable to these charges)</b>	
Daily Visitor Fee - At the time of each visit To ensure that the visitor bears the cost of using the amenities, rubbish and other facilities provided by the Park Owner. Reviewed annually on 1 May each year.	\$12.00 Single or Family
Over Night Visitor – In existing Occupants Site To ensure that the visitor bears the cost of using the amenities, rubbish and other facilities provided by the Park Owner. Reviewed annually on 1 May each year.	\$25.00 Single \$45.00 Family
Tourist Nightly Rate Tourist Nightly Rate, additional caravan (24hrs) To ensure that the visitor bears the cost of using the amenities, rubbish and other facilities provided by the Park Owner. Reviewed annually on 1 May each year.	\$55.00 (24 hours)
Annual on-suit charge The daily amount to use the property of the owner being the site ablutions. (Invoiced quartley with power service charges)	117.52 c/day
Season Pass – Per Annum If you have a regular repeat visitor, you may apply for a season pass. Season passes are not transferable. Season passes are allocated to an individual or family on request from the Principal Occupant and will be noted on our database attached to the site file.	\$380.00 Single \$660.00 Family
Sell On Site Fee To cover costs associated with park administration, enquiries, web listing and postings.	\$660.00
Replacement Gate Card – Per Card To cover cost of replacement card and card set up administration.	\$80.00
General Storage If you elect to leave Personal Property at SCMHP longer than the permitted nightly stay, "(clause 8.1 of the schedule) and personal Property is required to be stored at a location other than your holiday site "Personal Property storage rules apply".	\$55.00 per week
<b><u>PAYMENT PROCESSING</u></b> Visa Credit MasterCard Credit EFTPOS Paper Bill fee	1.08% of net sales 1.05% of net sales 0.42% of net sales \$5.00 per bill
<b><u>LATE PAYMENT FEE</u></b> Charged when the payment due is not paid by the payment due date and every seven days thereafter until the payment due is made.	\$25.00
<b><u>INWARD DISHONOUR FEE</u></b> Charged each time a payment to the account is dishonored.	\$35.00
<b><u>PENALTY INTEREST RATE</u></b> 12.5% per annum if the Principal Occupant defaults in the payment of any money due under this Agreement then the Principal Occupant must pay to the Owner upon demand interest on any money overdue during the period of default at a rate 2% higher than the rate for the time being fixed under Section 2 of the Penalty Interest Rates Act 1983 (Vic.) as at the date of the default.	14.5% per annum

## **TERMS AND CONDITIONS**

The principal occupant and their invitees shall occupy the site allotted to them at the said park and marina and use all facilities available at their own risk in all things **AND HEREBY ABSOLVE THE PROPRIETOR** of the said park and his servants and agents from liability for any damage, death or personal injury which may be caused by the occupant, any member of the occupant's party, and guests or invitees, or to any of the occupant's equipment, chattels, property of effects whilst at the said park by reason of any happening whatsoever occurring, whether due to any negligence on the part of the said proprietor, his servants and agents or otherwise and agree to keep said Proprietor indemnified accordingly.

## **OCCUPANTS**

The use of your site entitles the Principal Occupant and the Principal Occupant's immediate family members ONLY (i.e. Husband, Wife, Partner and Children under the age of 18 or children engaged in full time study residing under your roofline are classed as immediate family) to use the site Holiday Park's facilities. Other family members not living under your roofline are considered Visitors.  
Conditions apply. Fees apply.

## **VISITORS AND GUESTS**

All visitors and guests must report to reception for registration. For guests staying overnight a fee applies and the number of guests must not exceed the maximum number of occupants as indicated on this form if staying overnight. Visitor and guest access must be coordinated between the Principal Occupant and Snobs Creek Administration. For guests staying overnight, arriving outside the reception trading hours, no access will be granted unless previously organised.

## **GATE CARDS AND ACCESS**

The annual fee includes 1 gate card pass only. For visitor access, PIN numbers will be allocated, and all visitors must register at reception. For access outside of reception trading hours the Principal Occupant will need to organise PIN access for their visitors. No access for visitors will be granted unless the Principal Occupant has made the appropriate arrangements for entry. Gate cards are not transferable.

## **INSURANCE**

It is a requirement of this Agreement that your property on site is fully insured and that you hold public liability insurance in order of \$20,000,000 (TWENTY Million Dollars). A copy of your Insurance Policy and receipt for payment of premium must be provided with this signed schedule.

## **HOLIDAY PARK RULES**

The Principal Occupant is to read and understand the Holiday Park Rules. Continual breaches of the Holiday Park Rules will mean eviction from the Park. It is the Principal Occupant's responsibility to ensure all family members, visitors and guests understand and abide by the rules of our Park. In the instance that a family member, visitor or guest breaches the Holiday Park Rules the Principal Occupant (i.e. the signature/s on this document) will be held accountable, officially warned and or evicted.

## **PARKING**

Only one vehicle and one boat or trailer can be kept on site at the time of your visit.

## **CARAVAN PARK FIRE SAFETY REGULATIONS**

In accordance with Regulation 26 of the Residential Tenancies (Caravan Parks and Moveable Dwellings Registration and Standards) Regulations 2010 ("the Regulations"), Murrindindi Council needs to have regard to the CFA CARAVAN PARK FIRE SAFETY REPORT in relation to deciding whether or not the caravan park is suitable for registration and operation as a caravan park. Each site will be individually assessed by the Park Owner in consultation with the Occupant to determine the level of site compliance. Snobs Creek Holiday Park is currently deemed non compliant and is required by council to bring the Holiday Park up to the minimum level of compliance.

# **Waiver Agreement Contract**

## **Recitals**

- 1. The Owner owns the Caravan Park.**
- 2. The Occupant has requested the Owner, and, subject to the terms of this Contract, the Owner has agreed, to allow the Occupants the use of the Site, which is a Long-Term Holiday Site, for the purpose of storing the Dwelling.**
- 3. The purpose of this contract is to record the terms and conditions which the Owner and the Occupant have agreed will apply in respect of the occupancy and associated use of the Site by the Occupants and their guests.**

**A. The Owner permits the occupant and their guests the use of the site in consideration for the occupant**

- a. If the occupant pays a fee; and**
- b. The occupants guest pays a fee; and**
- c. The occupant and the occupants guests abide and agree to the Holiday Park Rules which are available on our website, on display at reception, and can be made available on request.**

**B. This document is the contract between the Owner and the Occupant with respect to the Occupant and the Occupants guests use of the Site, which is a Long-Term Holiday Site, for the purpose of storing the Dwelling and in respect of the occupancy and associated use of the Site by the Occupants and the Occupants guests.**

**C. The purposes of this contract include to:**

- a. exclude the liability of the owner to the extent permissible by law to pay damages or any other form of compensation whether arising in tort contract or statute or at law or in equity for any personal injury or death of the occupant as a result of the occupants use of the site; and**
- b. provide a warning of the risks of engaging in the use of the site (as defined below).**

**D. using the site can be dangerous. The risks include but are not limited to death, serious injury or illness due to:**

# NOTICE

WASTE WATER EVAPORATIVE PONDS

**THIS IS A MUTIPLE HAZARD AREA**

- NOT SUITABLE FOR HUMAN CONTACT OR CONSUMPTION
- DROWNING HAZARD
- NO SWIMMING
- NO FISHING

**DANGER**

**DO NOT ENTER KEEP OUT**

# NOTICE

PARK WATER SUPPLY STORAGE

**THIS IS A MUTIPLE HAZARD AREA**

- DROWNING HAZARD
- FALLING HAZARD
- ELECTRICAL HAZARD
- NO SWIMMING
- NO FISHING

**DANGER**

**DO NOT ENTER KEEP OUT**

# NOTICE

JERUSALEM CREEK MARINA & HOLIDAY PARK

**THIS IS A MUTIPLE HAZARD AREA**

- DROWNING HAZARD
- FALLING HAZARD
- ELECTRICAL HAZARD
- UNSTABLE GROUND
- BEWARE OF UNDERWATER OBJECTS
- AVOID INJURY WATCH YOUR STEP
- BEWARE OF MACHINERY IN USE
- SLIPPERY SURFACES
- NO POTABLE WATER

THESE FACILITIES ARE PROVIDED WITHOUT SUPERVISION & ARE TO BE USED AT YOUR OWN RISK

# CONDITIONS OF ENTRY & PARK RULES

JERUSALEM CREEK MARINA & HOLIDAY PARK

**THIS IS A MUTIPLE HAZARD AREA**

- VEHICLES MUST NOT EXCEED 20KMPH
- DOGS MUST BE KEPT ON A LEASH
- TRAVELLING IN THE BACK OF A UTE IS PROHIBITED
- TRAVELLING IN A BOAT ON A TRAILER IS PROHIBITED
- ROAD VEHICLES INCLUDING ATV'S & MOTOR BIKES MUST BE REGISTERED
- VICTORIAN TRAFFIC LAWS APPLY
- NO RESPONSIBILITY IS TAKEN FOR THE LOSS OR DAMAGE TO PROPERTY

THESE FACILITIES ARE PROVIDED WITHOUT SUPERVISION & ARE TO BE USED AT YOUR OWN RISK

## Operative parts

1. In consideration for me (the occupant) paying or providing the consideration under clause 7 and 10 above to use the site, the owner will permit me in respect of the occupancy and associated use of the Site by the Occupants and the occupants guests.

2. I acknowledge that the use of the Site involves the risk of serious injury, physical harm or death. I warrant that I am aware that the use of the site involves the risk of serious injury, physical harm or death.

3. I also acknowledge that in signing this contract I have done so voluntarily and that no pressure or unfair tactics have been used to persuade me to sign this contract and that I have done so voluntarily in the knowledge that it is open to me not to sign the contract and for the owner to refuse to permit me to use the site. I also warrant that I have been given sufficient opportunity to read this contract before signing it and that I have read it.

4. I agree that the owner and any directors or officers of the owner and any person associated with running of the Holiday Park shall not be liable to me or any other person for damages, compensation or loss, whether in tort, contract, under statute or at law or in equity or otherwise for any personal injury or death caused by, or in connection with, or arising out of, my participation in the use of the site

## **Definitions**

**“Consideration” means the fee payable by the occupant to the use of the Site, which is a Long-Term Holiday Site, for the purpose of storing the Dwelling.**

**“Occupant” means the person signing this form and whose name appears in the Schedule 1.**

**“Owner” means those persons and entities listed in Schedule 1.**

**“Site” means the area owned by the Owner.**

## **Occupants acknowledgements, consents and authorisations**

**i. I acknowledge that it is my responsibility to only use the site if I am fit and able to do so.**

**ii. I acknowledge that I am responsible for all medical, hospital and ambulance expenses arising out of my use of the site**

**iii. I authorise and consent to the owner arranging any medical, hospital or ambulance services on my behalf if necessary arising out of my use of the site.**

**vi. I acknowledge that I have agreed to, and am bound by, the Owners Holiday Park Rules and directives governing the use of the site.**

Occupant

Signature

Date

## **SCHEDULE 2**

WARNING: If you in the use of the site your rights to sue the owner under the Australian Consumer Law and Fair Trading Act 2012 if you are killed or injured because the activities were not supplied with due care and skill or were not reasonably fit for their purpose, are excluded, restricted or modified in the way set out in or on this notice.

NOTE: The change to your rights, as set out in or on this notice, does not apply if your death or injury is due to gross negligence on the owners part. Gross negligence, in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the Australian Consumer Law and Fair Trading

Regulations 2012 and section 22(3)(b) of the Australian Consumer Law and Fair Trading Act 2012.

## **SCHEDULE 3**

### **WARNING UNDER THE AUSTRALIAN CONSUMER LAW AND FAIR TRADING ACT 2012**

Under the Australian Consumer Law (Victoria), several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the Owner named on this form is required to ensure that the use of the site it supplies to you:

- are rendered with due care and skill; and
- are reasonably fit for any purpose which you, either expressly or by implication, make known to the owner; and
- might reasonably be expected to achieve any result you have made known to the owner.

Under section 22 of the Australian Consumer Law and Fair Trading Act 2012, the owner is entitled to ask you to agree that these statutory guarantees do not apply to you. If you sign this form, you will be agreeing that your rights to sue the owner under the Australian Consumer Law and Fair Trading Act 2012 if you are killed or injured because the services provided were not in accordance with these guarantees, are excluded, restricted or modified in the way set out in this form.

NOTE: The change to your rights, as set out in this form, does not apply if your death or injury is due to gross negligence on the owners part.

Gross negligence, in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the Australian Consumer Law and Fair Trading Regulations 2012 and section 22(3)(b) of the Australian Consumer Law and Fair Trading Act 2012.