

## Schedule 1 SCHEDULE TO ANNUAL HOLIDAY SITE AGREEMENT

Description of Item	Details	
<b>1.</b>	<b>PARK OWNER:</b>	<b>Snobs Creek Holiday Park Trust</b>
Address:		515 Goulburn Valley Hwy, Eildon, Victoria, 3713 (Po Box 82), Eildon, Victoria, 3713
Telephone Number:		03 5774 2903
Email		accounts@snobs creek.com.au
<b>2.</b>	<b>PRINCIPAL OCCUPANT/S: ( Full Name)</b>	<b>Principal Occupant 1</b>
		<b>Principal Occupant 2</b>
Date of Birth		
Address:		
Telephone Number:		
Email Address:		
<b>3.</b>	<b>PARK:</b>	<b>Snobs Creek Holiday Park</b>
<b>4.</b>	<b>SITE DETAILS:</b>	
<b>5.</b>	<b>COMMENCEMENT DATE:</b>	<b>1<sup>st</sup> July 2024</b>
<b>6.</b>	<b>EXPIRY DATE:</b>	<b>Midnight 30<sup>th</sup> June 2025</b>
<b>7.</b>	<b>SITE FEE:</b>	You must select your payment option here.
<b>Early Bird Option</b>		\$4900.00 per annum payable on or before 30th May 2024
<b>Yearly Fee</b>		\$5100.00 per annum payable on or before the Commencement Date 1 <sup>st</sup> July 2024
<b>Half-yearly</b>		\$2650.00 Half-yearly instalments payable on or before 1 <sup>st</sup> payment 1/7/2024 2 <sup>nd</sup> Payment 1/1/2025
<b>Quarterly</b>		\$1375.00 Quarterly instalments payable on or before. 1 <sup>st</sup> payment 1/7/2024 2 <sup>nd</sup> Payment 1/10/2024 3 <sup>rd</sup> Payment 1/1/2025 4 <sup>th</sup> Payment 1/4/2025
<b>8.1</b>	<b>PERMITTED NUMBER OF NIGHTS</b>	<b>180</b>
<b>8.2</b>	<b>NAMES OF ANY ADDITIONAL OCCUPANTS:</b>	
<b>8.3</b>	<b>MAXIMUM NUMBER OF PERSONS ON SITE – ( PRINCIPAL OCCUPANTS plus ADDITIONAL OCCUPANTS)</b>	<b>Six (6)</b>
<b>8.4</b>	<b>MAXIMUM NUMBER OF VISITORS</b>	<b>Four (4)</b>

8.5	<b>MAXIMUM PERIOD THAT VISITORS CAN STAY AT ONE TIME</b>	<b>Seven Days (7)</b>
8.6	<b>MAXIMUM PERIOD THAT VISITORS CAN STAY OVER 12 MONTHS</b>	<b>Ten Visits (10)</b>
8.7	<b>MAXIMUM NUMBER OF VEHICLES THAT CAN BE KEPT ON THE SITE at the time of your visit</b>	<b>1 Vehicle 1 Towable item</b>
9.	<b>SALE OF DWELLING FEE: \$175.00 Administration fee and 3% of the original listed sale price if property to remain at SCMHP.</b>	
10.	<b>SPECIAL CONDITIONS</b>	

**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 the site entitles the Principal Occupant and the Principal Occupant's **immediate family members ONLY**. This means the Husband, Wife or Partner and Children under the age 18 residing under the principal occupants roofline. If your children are over 18 and are engaged in full time study they also have passage to the Principal occupants site providing that they produce a valid Student ID Card. 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 for more than 3 hours a fee applies and the number of guests must not exceed the maximum number of visitors as indicated in this schedule 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 Kiosk trading hours, no access will be granted unless previously organised.

**GATE CARDS AND ACCESS**

Your 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. SCMHP will not accept any responsibility whatsoever for vehicles and vessels left within our facility unattended by the owners. Vehicle and towable items are not to be left in common areas throughout the Holiday Park. A common area is land other than where a holiday site resides.

**Long Term Parking fees apply - see section 11 of Schedule 2**

**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.

## SCHEDULE 2 - SCHEDULE TO ANNUAL HOLIDAY SITE AGREEMENT

11. **ADDITIONAL CHARGES** \* Only applies where separately metered  
**IS THE PARK OWNER AN EMBEDDED NETWORK EXEMPT SELLER? Yes**

### WATER and SEWERAGE CHARGES

*Purpose - To ensure that the Principal Occupant/s pays for water and sewerage supplied to the Site*

*Basis of review - In accordance with the production / treatment cost charged*

*Circumstance of Review - As and when the production cost to the Park Owner increase. REVIEWED ANNUALLY*

#### \*WATER SERVICE CHARGES (No GST)

\* ONLY APPLICABLE TO individually metered sites

20mm Supply - Potable Water USAGE CHARGE - Potable Water <i>Note this charge is not applicable currently. Displayed for information purpose.</i>	*\$177.84 pa *\$1.2241 per kilolitre
Fire Service Charge <i>Note this charge will become applicable when fire service has been installed through out the holiday park.</i>	*\$18.76 pa

#### NEW WATER CONNECTION CHARGES (GST is applicable to these charges)

Consent to Connect Standard Connection (Meter Fee for New Connections or Replacement Meters)	\$116.80 per connection \$198.95 per connection
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#### \*SEWERAGE SERVICE CHARGE (No GST) SEWERED SITES ONLY

Sewerage Supply Volumetric Charge - This charge applies to the volume of water used <i>Note this charge is not applicable currently. Displayed for information purpose.</i>	*\$461.92 pa
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#### SUNDRY CHARGES (GST is applicable to these charges)

Special meter read fee – per read	\$59.60
Meter fee - per 20mm meter	\$198.95
Meter accuracy test – per test	\$233.95
Water quality test – per test	200.07
Water reconnection fee (following restriction as part of debt collection procedures) – per reconnection	\$40.81
Damage to restrictor cap and/or lock - per damaged item	At Cost

#### POWER CHARGES

*Purpose - To ensure that the Principal Occupant/s pays for electricity supplied to the Site*

*Basis of review - In accordance with changes to the rates published by the Essential Services Commission from time to time.*

*Circumstance of Review - In accordance with changes to the rates published by the Essential Services Commission from time to time*

#### POWER SERVICE CHARGES (GST is applicable to these charges)

Daily Power Supply Charge – 15 amp to powerhead / meter	\$1.3251 per day
Usage Charge \$ per kWh	\$0.3851 per kWh
Hot Water Supply Levy The cost to provide HWS and maintenance to your site. Note power to site hot water services are metered on the Holiday Parks main meter not individual site meters	\$1.0192 per day
Connection fee Pass Through is the cost of qualified tradesperson who performs the electricity connection	Pass Through
Disconnection Fee	\$38.28
Reconnection Fee	\$38.28
Special Read Fee	\$38.28

<b>Other Charges and Fees (GST is applicable to these charges)</b>	
<p><b>Daily Visitor Fee - At the time of each visit</b>  <i>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.</i></p>	\$15.00 Single or Family
<p><b>Over Night Visitor – In existing Occupants Site</b>  <i>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.</i></p>	\$25.00 Single \$45.00 Family
<p><b>Tourist Nightly Rate</b>  <i>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.</i></p>	\$55.00 (24 hours)
<p><b>Ensuite charge</b>  <i>The daily amount to use the property of the owner being the site ablution ensuite.  (Invoiced quarterly with power service charges)</i></p>	\$1.2963 per day
<p><b>Season Pass – Per Annum</b>  <i>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.</i></p>	\$440.00 Single \$880.00 Family
<p><b>Sell On Site Fee</b>  <i>To cover costs associated with park administration, enquiries, web listing and postings.</i></p>	\$175.00 Administration fee and 3% of the original listed sale price.
<p><b>Replacement Gate Card – Per Card</b>  <i>To cover cost of replacement card and card set up administration.</i></p>	\$110.00
<p><b>General Storage</b>  <i>If you elect to leave Personal Property at JCMHP longer than the permitted nightly stay, “(clause 8.1 of the schedule 1) and personal property is required to be stored at a location other than your holiday site “Personal Property storage rules apply”.</i></p>	\$55.00 per week
<p><b>PAYMENT PROCESSING</b>  <i>Visa, AMEX, MasterCard, and EFTPOS  Cost of acceptance is what the credit card company charges us. Call for confirmation.</i></p> <p><i>Paper Bill fee</i></p>	No More than the Cost of Acceptance  \$5.00 per bill
<p><b>LATE PAYMENT FEE</b>  <i>Charged when the payment due is not paid by the payment due date and every seven days thereafter until the payment due is made.</i></p>	\$55.00
<p><b>INWARD DISHONOUR FEE</b>  <i>Charged each time a payment to the account is dishonored.</i></p>	\$35.00
<p><b>PENALTY INTEREST RATE</b>  <i>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.</i></p>	14.5% per annum