

# **DISCLOSURE STATEMENT ANNUAL HOLIDAY SITES**

The purpose of this Disclosure Statement is to provide a summary of important information to any prospective Annual Holiday Site Occupants before they accept an offer to enter an Annual Holiday Site or commit to the acquisition of an unregistrable moveable dwelling located on an Annual Holiday Site at Snobs Creek Holiday Park.

If you require further information or have any questions which are not addressed in this disclosure statement or the Annual Holiday Site Agreement, please feel free to telephone us on 03 5774 2903 or email us at [accounts@snobsmcreek.com.au](mailto:accounts@snobsmcreek.com.au)

## **WHAT SITE WILL I OCCUPY?**

Your site will be clearly identified to you.

## **HOW BIG IS THE SITE?**

Sites vary in size and location. The size is known as the land that property is stored upon.

## **WILL I OWN THE SITE?**

No. You will own the dwelling on the site and have an occupancy right under the Annual Holiday Site Agreement executed between Snobs Creek Holiday Park and the Principal Occupant of the site. You will not own or have any proprietary rights or legal interest to the site or land at anytime.

## **FOR HOW LONG MAY I OCCUPY THE SITE?**

The site can only be occupied within the dates specified in the Annual Holiday Site Agreement. Usually 1<sup>st</sup> July - 30<sup>th</sup> June.

## **CAN THE SITE BE RENEWED EACH YEAR?**

No. There is no right of renewal for additional years. The Annual Holiday Site Agreement expires on the 30<sup>th</sup> June each year. The Park Owner may offer the Principal Occupier of the site an opportunity to accept and enter into a new Annual Holiday Site Agreement for the following year within the terms and conditions specified in the Annual Holiday Site Agreement. You should carefully read Clause 16 of the Annual Holiday Site Agreement.

## **CAN THERE BE CO-OWNERSHIP IN A SITE?**

No. The Annual Holiday Site will only ever enter into an agreement with the one Principal Occupant.

## **AM I REQUIRED TO HAVE INSURANCE FOR MY DWELLING?**

Yes. It is a condition of the Annual Holiday Site Agreement that the occupant of any site is required to have their dwelling fully insured including at least a \$20,000,000 PUBLIC LIABILITY cover and supply details of such insurance annually.

## **CAN I LIVE ON THE SITE?**

No. The Annual Holiday Site Agreement permits holiday occupancy only and any residential living is prohibited. This is explained in Clause 2.3 of the Annual Holiday Site Agreement.

## **HOW MANY NIGHTS CAN THE SITE BE OCCUPIED?**

You have a maximum of 180-night stays per the agreement period. You are not allowed to stay in one continuous period (block) of more than 28 days straight.

## **CAN THE ANNUAL HOLIDAY SITE AGREEMENT BE TERMINATED?**

Yes. But only by the Park Owner. The Principal Occupant remains responsible for payment of all fees for the duration of the Annual Holiday Site Agreement. The Park Owner may terminate the Agreement in accordance with Clause 7 of the Annual Holiday Site Agreement where the Principal Occupant or invitee has breached the terms of the Agreement.

## **CAN THE PRINCIPAL OCCUPIER SELL, BEQUEATH OR TRANSFER THE OCCUPANCY?**

No. The Agreement automatically ends if ownership or title of the property is transferred to another party.

## **HOW MUCH ARE THE ANNUAL FEES?**

The Annual Fees are set at \$5100.00 for the 2023/2024 agreement period and payment of the fees is required prior to the commencement date of the agreement period. Fees are increased annually by consumer price index (CPI) and rental index (RI).

**WHAT OTHER FEES OR CHARGES MUST I PAY?**

You must pay for metered services connected to the site such as Electricity, Water, Sewerage and Hot water. Quarterly Service Fee and Volumetric charges are applicable. The tariffs and fees for electricity are set by the State Government and can be altered from time to time by the State Government. The water and sewerage systems at Snobs Creek Holiday Park is a privately owned system. The tariffs and fees for water and sewerage are set by the Owner and usually follow the guidelines as set by the State Government and can be altered from time to time by the Owner.

**WHAT WORKS MAY I CARRY OUT ON THE SITE?**

No work can be carried out on the site without the express written approval of the Park Owner. Where approved by the Park Owner and where applicable, compliance with any municipal or State Government planning or building requirements are required.

**WHAT ARE THE ARRANGEMENTS FOR THE PARKING OF VEHICLES AND STORAGE OF BOATS, CARAVANS OR TRAILERS?**

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

Your agreement is not an entitlement for any long term storage whatsoever.

Should you require special storage arrangements you must make an appointment with the Park Owner to discuss options. Fees apply.

**WHAT AMENITIES ARE PROVIDED IN THE PARK?**

All facilities in the park are available to registered Annual Occupants to use during normal business hours.

**ARE CHARGES MADE FOR THE USE OF THE AMENITIES?**

Yes. Each site has its own Ablution block. The Ablution Block is the property of the Park Owner. The occupants are allocated their own ablution block and it is the responsibility of the occupant to maintain and keep their ablution block hygienic, and clean. It is the Park Owner's responsibility to ensure services connected to the Ablution Block remains active at all times. Services include water, hot water, power and sewerage. Fees apply and are gazetted in your schedule.

**WHO MAY STAY IN MY DWELLING?**

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 residing under your roofline are classed as immediate family) to use the site and the Marina & Holiday Park's facilities. Other family members not living under your roofline are considered Visitors. Fees apply.

Principal Occupant's visitors are welcome provided they register at the park reception prior to entering the park and pay any applicable Visitors Fees.

**CAN THE DWELLING ON THE SITE BE SOLD & REMAIN ON THE SITE?**

The Annual Holiday Site Agreement is automatically terminated if you transfer ownership or title of the dwelling. You should refer to Clause 11 of the Annual Holiday Site Agreement and make your own enquiries directly with the Park Owner if you wish to sell the dwelling.

**ARE PETS ALLOWED?**

Pets are allowed providing you have first obtained written consent from the Owner and have completed the pet registration form. Strict rules apply to pets. For more information contact administration.

**ARE THERE ANY OTHER RULES APPLICABLE TO ANNUAL HOLIDAY SITE OCCUPIERS?**

Yes. Every caravan park in Victoria is required to have caravan park rules (the Park Rules). You should ask for a copy of the Park Rules or read the copy on public display.

I acknowledge that I have read, understood and agree to the above Disclosure Statement in its entirety.

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_