

Port Stephens Beachside Holiday Parks

Standard Operating Procedures *for the* Administration *and* Management of Holiday Vans

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1 Purpose

These Standard Operating Procedures have been prepared to provide a consistent approach to the management of Holiday Vans with respect to Crown Lands Policy, Holiday Park Regulations and agreed management practice across Port Stephens Beachside Holiday Park (PSBHP) properties.

PSBHP currently host Holiday Vans at Halifax, Shoal Bay and Fingal Bay Holiday Parks.

The Procedures support Council as the Crown Land Manager and its Holiday Parks Section in the administration and management of key responsibilities and procedures including but not limited to:

- Annual occupancy agreements – terms and conditions
- Compliance
- Maintenance and presentation standard of holiday vans
- Plans of Management – which could incorporate reduction of holiday vans
- Communication and consultation
- Complaints and disputes

These Procedures assist Council as the park manager/operator to implement strategies supported by Crown Lands as land owner for the management, orderly and aesthetic development, and general safety of the Holiday Parks.

2 Legislation

The statutory rules describing the occupation by Holiday Vans of sites within a caravan park are contained within the *Local Government (Manufactured Home Estates, Caravan Parks, Camping Grounds and Moveable Dwellings) Regulation 2005*.

The *Crown Lands Caravan Parks Policy 1990* establishes objectives and strategies that are relevant to the management and development of all caravan parks in New South Wales.

The objectives of the Crown Lands Caravan Parks Policy are:

- a. to develop a caravan park and camping ground system on Crown land which meets the needs of the community and provides a range of facilities for short-term use, long-term use and camping.
- b. to manage caravan parks on Crown land in an environmentally acceptable manner, to provide for the protection of important scenic, natural and cultural resources consistent with the objects and principles of the Crown Land Management Act 2016
- c. to ensure that caravan parks and camping grounds on Crown land are managed in a way that provides appropriately for the recreational and social needs of the community.
- d. to encourage the entrepreneurial management of caravan parks on Crown lands in order to provide the community with an appropriate standard of facility and the government with an optimum financial return for the land it provides.

Other legislation affecting Holiday Vans include:

- *Holiday Parks (Long-term Casual Occupation) Act 2002*
- *Holiday Parks (Long-term Casual Occupation) Regulation 2017*
- *Work Health and Safety Act 2011*
- *Work Health and Safety Regulation 2017*
- *Crown Land Management Act 2016*

Legislations can be viewed at www.legislation.nsw.gov.au Caravans are defined as moveable dwellings designed to be registrable as a trailer under the *Road Transport (Vehicle Registration) Regulation 2017*

3 Work Health and Safety

All persons who can affect health and safety on any Port Stephen's Beachside Holiday Park (PSBHP) carry a duty of care to ensure the safety of themselves and others on the park. The installation and maintenance of Holiday Vans must be such as to minimise any risk of injury to other persons or property. The standards supporting this objective are:

- AS/NZS 3000:2007, Electrical Installations (known as the Australia/New Zealand Wiring Rules)
- AS/NZS 3001:2008, Electrical installations—Transportable structures and vehicles including their site supplies
- Building Code of Australia
- AS/NZS 3760:2003 In-service safety inspection and testing of electrical equipment

4 Guidelines

It should be noted that the specifications contained within the legislation describes minimum conditions. PSBHP has the right to adopt guidelines that alter these conditions as long as the minimum legislative standards comply. It is the responsibility of PSBHP to ensure that by providing a guideline that alters the legislative requirement that in doing so it does not contravene the regulations nor should it give consequence of creating hazards or affecting general safety standards on the park.

4.1 *Occupancy Agreement and Payment of Site Fees*

Port Stephens Council as Corporate Trust Manager and operator of the Beachside Holiday Parks will determine each year the number of annual occupancy agreements offered for holiday van sites within Shoal Bay, Halifax and Fingal Bay Holiday Parks. The terms and conditions for occupation on all holiday van sites require Owners who have been offered an annual occupancy agreement to enter into an agreement with Park Management. All Owners wishing to take up the offer of an annual agreement will require a current occupancy agreement.

- a) Owners must enter into an Annual Occupancy Agreement with PSBHP, commencing on 1 July each year, for a fixed term of 12 months, ending on 30 June. Each Occupancy Agreement has a maximum term of one year if a new agreement is offered for a following year the van owners must sign the new agreement and produce evidence of insurance currency.
- b) If an Occupancy Agreement is offered by park management the current owner will be notified and the new Agreement will be made available to the nominated owner no later than 31 May.
- c) The Occupancy Agreement provides for 12 month occupation of a site with a maximum of 180 days use of the site. 150 days are covered by the annual occupancy fees while additional days, if used, are available at the tariff rate for a tourist powered site current at the time when the extra days are taken.
- d) An 'Owner' or 'Occupant' may include an individual or couple, up to four immediate family members, or two separate principals. 'The Owner' or 'Occupant' must each be sixteen years or older. At least one 'Owner' or 'Occupant' must be named on the Insurance Policy. At least 2 'Owners' or 'Occupants' should sign any documentation regarding the van, such as but not limited to Site Alteration application form, Application to Sell the Van, etc. Up to 4 Permitted Users can be named. These persons have no rights to the van and cannot sign any documentation on behalf of the Owners / Occupants. They only have permission to access the van without the owners being onsite.
- e) Signed Occupancy Agreements must be returned and received by park management prior to the commencement of the agreement period 1 July. Failure to sign and return the Annual Occupancy Agreement and evidence of Public Liability insurance currency will result in a notice of termination and subsequent removal of the van.

- f) Occupancy fees are to be paid monthly and in advance. Payments must be received by the park so that at all times fees are no less than one month in advance. FOR THE AVOIDANCE OF DOUBT: Monthly fees must be paid on or prior to the first of the month for the upcoming month. Payment options include automatic direct debit from a cheque/savings account or credit card, cash or cheque. (A month's bond is held for each Van Owner until such time the Agreement is ended. This amount will be refunded less any unpaid fees or charges. (\$ amount varies depending when it was paid)).
- g) Owners whose occupancy fees are in arrears (without a \$0.00 balance) will be notified by email or by mail when no email address has been provided) and requested to comply with the site occupancy fee schedule.
- h) Owners whose occupancy fee is thirty days in arrears (without a fair reason provided) will be required to pay notified that failure to pay the current month's outstanding fee, and the next month's occupancy fee in full and in advance, will be considered as a Breach of the Occupancy Agreement Terms and Conditions therefore resulting in termination of their annual occupancy agreement, and be required to remove all goods, including the caravan and annex within thirty (30) days and return the site to its natural state (fair wear and tear excluded).
- i) Owners whose occupancy fees become ninety days in arrears (without a fair reason provided) will have their occupancy agreement revoked and be required to remove all goods, including the caravan and annex within thirty (30) days and return the site to its natural state (fair wear and tear excluded).
- j) Where there is a history record of continued late payment Owners will be notified and given the opportunity to establish a direct payment plan. Failure to keep occupancy fee payments current will result in termination of the annual occupancy agreement.
- k) Owners are responsible for the payment of utility charges which are metered at each site and invoiced quarterly. Currently this includes electricity only. These charges are paid in addition to the site occupancy charges and must be remitted within the given 30 day period.
- l) Fees and charges will be adjusted annually and park management will notify owners in advance of annual fees and charges adjustments. Utility charges will be in accordance with the rates prescribed by the Independent Pricing and Regulatory Tribunal (IPART) which are checked prior to each quarter and included in the quarterly Newsletter.
- m) In the event an Owner is experiencing financial hardship an application may be made to PSBHP. Successful applicants will be granted a maximum of three months occupancy fee relief by deferring monthly fee payments for this period and agreeing to enter into a repayment plan. Should repayment not be possible the owner will be allowed to sell their van according to the process outlined in Part 8 Sale of Vans below, all outstanding fees must be settled in accordance with either the repayment plan or upon sale of the van. No Owner shall be granted more than one period of occupancy fee relief during the term of a current occupancy agreement.

4.2 Breach of Occupancy Agreement Process

Port Stephens Beachside Holiday Parks have a Breach of Occupancy Agreement process, which is implemented when a Holiday Van Owner has breached their Agreement with us during the term of the agreement.

Notice periods for breach rectification may vary pending the situation and may extend to a period of up to 90 days. Serious breaches of our Occupancy Agreement may result in immediate eviction from the Park and will be dealt with appropriately by Management. This process is bound by current legislation.

Please refer to the Terms and Conditions of the Occupancy Agreement for further information.

4.3 *The Site*

The caravan and associated structures (including paved/concreted areas, awnings, etc.) must be so located so that it is:

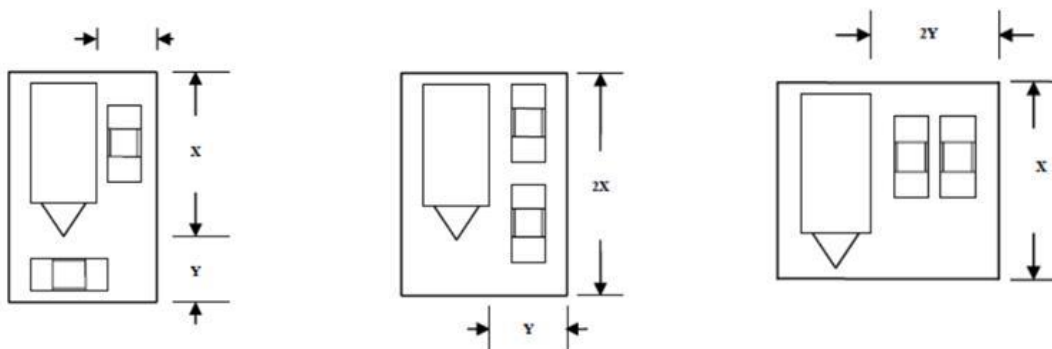
- a) Set back by 3.0 metres from any park boundary;
- b) Set back by 1.0 metre from any access road;
- c) Not installed closer than 2.5 metres to any other Holiday Van, moveable dwelling or fixed annex, awning or associated structure;
- d) The enclosed floor area of all annexes and additions that are attached to a caravan must not exceed the enclosed floor area of the caravan. The definition of 'enclosed' for this purpose means any structure that precludes free access.
- e) An area with minimum dimensions of 5.5 metres by 2.4 metres, accessible from an access road and useable for car parking, must be provided.
- f) The caravan, annex and any associated structures as described in Section 4.2 (d), above, are to be no more than 66% area usage of the total dwelling site area and should be installed / constructed to be completely within the site boundaries.
- g) Driveways are not permitted. Limited paving/decking is permitted with the written approval of the park manager. Concreted areas are not permitted. Paving/decking should be kept in good condition at all times with loose, and/or uneven pavers/boards re-laid to avoid trip hazards.
- h) No boundary fencing including lattice structures or the like is permitted. Privacy screens at the end of awning area may be permitted – at manager's discretion, and by application only.
- i) Any alterations, renovations, additions, etc. to the site, van and associated structures must undergo an assessment via a Site Alteration and Additions Application form by the Holiday Park management & admin team. Management reserve the right to refuse applications if they do not comply with current regulations, legislation or the S.O.P. or are not in keeping with the overall aesthetic look of the park. Any alterations, etc. made without prior permission through the application & assessment process may be required to be removed.

The Park Manager shall establish the boundaries of the site, if not readily identified, on request. Ongoing annual compliance audits / site inspections will be conducted to determine compliance with the current and relevant regulations and policies. Holiday Van Owners will be notified in advance of the inspection schedule. After the audit / inspection has been completed, a report will be prepared and sent via email/nominated correspondence address from the Administration Officer on behalf of the Park Manager. A timeframe will be given to rectify any non-compliance items. Photo evidence must be supplied, after which the Holiday Park Management Team will revisit the site and sign off rectified issues as complete.

4.4 *Parking*

- a) The majority of sites accommodate one vehicle only and must be parked within the confines of the designated site boundaries.
- b) There are a limited number of approved sites where two vehicles can be accommodated. These sites have been authorised and are noted in the occupancy agreement.
- c) A 'vehicle' is regarded as one car, OR one boat and trailer, OR one jet ski or similar and trailer, OR one trailer.
- d) Additional vehicles must be parked outside the Holiday Park grounds. Designated visitor parking spaces are required for short duration parking and cannot be utilised for additional car parking by HVO during a stay. Parking on spare tourist or communal use sites, or other unoccupied HV sites is NOT PERMITTED.
- e) PSBHP accepts no responsibility for the security of any vehicles parked inside or outside of the Holiday Park.

- f) The layouts depicted below are typical representations of holiday van sites allowing two vehicles, although some site layouts vary. The general principle is that a parking space is represented by the following dimensions; - length $X = 5.5\text{m}$ and width $Y = 2.4\text{m}$ with a maximum of two vehicles permitted per site.
- g) All site dimensions within the park are measured so that documented records exist. The annual holiday van agreement is signed by PSBHP and the van owner, this document confirms the agreed parking space allocation specific for the site.
- h) For sites that do not provide sufficient space to achieve these dimensions, variations up to 100mm will be considered on a merit basis representing the absolute minimums of $X = 5.4\text{m}$ & $Y = 2.3\text{m}$.
- i) Individual requests for further concession to the minimum standard for parking space allocation will be considered if there is sufficient medical justification to warrant a review. The request must be in writing and have supporting medical documentation to justify the reason for the exemption request. An assessment of the supporting information and the actual site will be undertaken by the park management to determine the merits of a specific use variation.



4.5 Boats and Trailers

- a) A boat on its trailer is considered one vehicle for the purpose of parking as above. Boats and trailers must be parked totally within the confines of the designated site and not encroach onto adjoining sites or cause a nuisance to other park patrons. Any boat or trailer must be firmly parked in a stable position, registered and not in a state of disrepair.
- b) Storage of boat and trailers, or any other vehicle (registered or unregistered) during any period when the site is unoccupied is not permitted.
- c) No responsibility will be accepted by PSBHP for damage, theft or any other costs whatsoever.
- d) The storage of fuel in containers other than the boat's fuel tank is not permitted under any circumstances.

4.6 Minimum Maintenance Required

Owners are expected to maintain their van, annex, associated structures and site to the following minimum standards:

- a) Caravans are to be registrable as a trailer under the *Road Transport (Vehicle Registration) Regulation 2017*,
- b) Caravans are to be maintained with an approved colour scheme agreed by PSBHP management. Approved colour schemes follow the Colorbond Steel Classic & fencing colours: **White, Classic Cream, Woodland Grey, Bushland, Surf Mist, Dune, Deep Ocean, and Ironstone**. Any areas of flaking paint/paint chips are to be repaired as soon as practicable.
- c) Annexes are to be of a sympathetic colour/scheme to the caravan.
- d) Caravans, annexes, and any associated structures should be maintained and kept in good repair at all times

- e) Skirting around the caravan base is a requirement and is to be kept in good repair and made of weather-proofed materials, in a colour scheme sympathetic to caravan/annex.
- f) Any mould and/or algae is to be removed. This includes from the roof of the caravan and the top and underside of tropical roofs.
- g) The roof and any gutters must be maintained by the HVO to ensure a build-up of combustible materials does not occur.
- h) Windows and doors, including rubber weather seals, flyscreens etc., to be in working order, without rust, holes, cracks or signs of deterioration.
- i) There is to be no clutter around the caravan when it is not occupied. This includes but is not limited to: light-weight outdoor furniture, plastic items (bins, etc.) building materials, bikes, surf/body boards, surf skis, hoses. Storage of items beneath the caravan must be in such a manner as to not be seen from outside the site.
- j) Storage boxes outside of the van are subject to approval by PSBHP management, and are to be kept clean and in good order.
- k) Washing Machines, fridge/freezers are not permitted to be kept outside. Where installed inside the van / annex the grey water from the washing machine must drain into the sewer/sullage pit only. Grey water must not be allowed to drain onto the grass, site, or road.
- l) Fold down or retractable washing lines are permitted only however conditions apply. Installation is subject to the Site Alteration and Addition process. **WASHING LINES MUST BE COLLAPSED WHEN NOT IN USE.**
- m) Installation of indoor and outdoor showers are subject to the Site Alteration & Addition process as they impact on the Parks infrastructure. Internal showers, if approved, must be installed as such they drain directly into the sullage pit (or sewer if van already connected). Outdoor showers, if approved, can only be connected to cold water and must not be enclosed by any type of cubicle.
- n) Larger items, such as but not limited to: outdoor furniture that will not blow around in windy conditions, weighted umbrella stands, pot plants, BBQ's, etc. are permitted to stay outside providing they are kept tidy. Gas or Electric BBQ's must be kept clean & free of visible rust. BBQ covers should be removed / replaced when damaged. Wood fire/coal/etc. are not permitted.
- o) Gardens and garden beds are permitted when a Site Alteration & Addition application has been submitted for assessment and subsequently approved. They must not encroach on designated parking spaces, and must be maintained weed-free or as near as practical. Any weeds or pruning from the garden must be disposed of appropriately in the general waste bins provided on the park, or taken to the Salamander Waste Depot on free green waste day (every 4th Sunday of the month). Owners are asked to be mindful of the protected status of Crown land and take appropriate care in the planting and maintaining of gardens. Native and non-noxious plants are permitted. Inappropriate disposal of plant material is strictly prohibited. Roadside Hedges or plants that grow to impede a clear view for road users are required to be kept pruned to a maximum of 1 metre.
- p) All Holiday Vans must be fitted with an appropriate dry chemical extinguisher of minimum 1kg capacity in a readily accessible position in the case of fire, and a smoke alarm and fire blanket. Owners and their guests must ensure they have sufficient knowledge of any fire equipment to ensure they react appropriately in an emergency situation.
- q) Any general household waste item/material that cannot fit into a 20ltr drum/bucket cannot be placed in the Holiday Parks' waste bins. Furniture, whitegoods, building materials, bikes, BBQs, gas bottles and furnishings must be removed from the park by the Holiday Van owner. The waste disposal area of the park is not to be used by van owners as an area to dump unwanted goods. These areas will be under CCTV surveillance and where an owner fails to comply with this regulation PSBHP management reserves the right to on-charge the applicable and associated costs of disposal fees and considers this a breach of their agreement, reserving the right to follow the Breach of Agreement process.

- r) The owner will support the orderly development, aesthetic attributes, amenity and general safety of PSBHP.
- s) The occupant will not attach any fixture, or renovate, alter or add to the caravan, annex & associated structures or the site without the park managers' prior written permission through submission of a Site Addition / Alteration / Maintenance Application.
- t) If the occupant's caravan is required to be removed from its site, all associated structures and additions must be removed leaving the site in its natural state, including pavers, gardens, concrete, etc.

4.7 Tropical Roofs

- a) All tropical roofs previously approved under the past standard can be maintained providing they are inspected by a structural engineer.
- b) A Structural Engineers report must be supplied to the Park Manager within fourteen (14) days of receiving a request for proof of compliance.
- c) Should a tropical roof fail to meet the structural requirements after inspection by a Structural Engineer the holiday van owner will be required to remove the structure. A timeframe for removal will be negotiated based on risk factors identified in the structural assessment.
- d) In the event a Holiday Van owner intends to sell their van and the tropical roof on the van has not been authorised via the Site Alteration & Addition application process or is in a state of disrepair, the non-compliant tropical roof must be removed from the van or made compliant prior to any sale proceeding.
- e) A tropical roof design and specification has been adopted by PSBHP and is the current design across all PSBHP for any new tropical roof installation. The development and application of this standard provides certainty that the structural design and installation of tropical roofs is compliant with applicable design wind loadings specified in the Regulations. The purpose of this standard is to ensure the safety of all park users, whilst providing van owners with an option for weather protection. However alternative designs will be considered if compliant with current regulations and standards.
- f) Standard drawings have been prepared and will be provided with an application or on request.
- g) The standard design is only permitted to cover the van and not the adjoining annex (except for the design eave overhang)
- h) The standard allows for a choice of fire-proof sandwich style roof materials: 1200 wide x 50mm "Unipanel" or 1000 wide x 50mm "Metroll Solarspan", however alternative products will be considered providing they are of similar or superior standard.
- i) The roof material colour is to be from the PSC approved Colorbond range. Posts and beams may be coloured or left galvanised.
- j) All associated steelwork and welding is to be hot dipped galvanised or appropriate for the weather conditions of this area
- k) The Holiday Van Owner is required to complete a Site Addition & Alteration Application for approval by the Park Manager prior to any work commencing. The application will not be considered unless a Structural Engineers report is attached. Timeframe for any works to be carried out has to be in consultation with the Administration Officer / Park Manager.
- l) Installation must be carried out by a licensed / qualified Contractor and according to the suppliers / our specifications. The licensed / qualified Contractor is required to complete a Park Site Induction process prior to work being carried out on site.
- m) On completion of work the licensed / qualified Contractor or Structural Engineer is to certify the structure in the form of a compliance plate. The Park Manager must be provided with a notice of completion within (7) seven days of completion.
- n) All tropical roofs will be visually inspected during the annual site audit / inspections for signs of rust and / or disrepair.

4.8 Water and Sewerage

Access to a sewer main is not available to all sites. Where sewer is not available no toilets will be permitted. Where no sewer is available grey water (including from showers, sinks and washing machines) must drain to a sullage pit provided for the purpose. Installation and maintenance of sullage pits is at the Owner's expense by a licensed plumber. Specs will be provided on receipt of a Site Alteration & Addition application.

Water supply is provided via a tap external to the site. Hoses and fittings are to be supplied at the Owner's expense.

All Holiday Vans and associated structures shall connect to the site water supply (and sewerage inlet where applicable) such that all pipes and fittings that relate to water supply, sewerage or stormwater drainage are installed in accordance with the Plumbing and Drainage Code (AS 3500).

4.9 Gas and Electrical Installations, Alterations and Supply Connection

All electrical wiring, installations and alterations that may be carried out within a caravan must comply with the requirements of AS/NZS 3000:2007, Electrical installations (known as the Australian/New Zealand Wiring Rules)

All owners must comply with AS/NZS 3001:2008 Electrical installations—Transportable structures and vehicles including their site supplies, Section 5 – Connections to the Site Supply.

- a) Only one supply lead shall be connected to each socket-outlet of the site supply. This is to be a double- insulated UV Rated 15 amp lead.
- b) Supply lead is to be tested and tagged annually by a licensed / qualified person and in accordance with the AS/NZS 3760:2008. The tag should be legible & attached just below the plug in the powerhead. It is to remain on the lead at all times. Leads without legible tags will be considered as non-compliant. Leads exhibiting faded insulation, or wear on the insulation, are required to be replaced by the Van Owner as soon as reasonably practicable. All leads should be able to be visually and manually checked at all times, therefore should not be encased in conduit, flexi-hose or similar. Specific tracking such as 'AussieDuct' (where the cover can be removed) is permissible.
- c) Any supply lead used to connect a transportable structure to a site supply socket-outlet should be in one unbroken length and should be able to be disconnected at the power source and at the van / annex.
- d) The supply of electricity for use in individual transportable structures or vehicles should not be obtained from a socket-outlet inside another transportable structure or vehicle or by the use of socket-outlet adaptors (double adaptors).
- e) Where a supply lead is tightly coiled on or in a reel, drum, storage box or similar, the lead should not be connected to the site supply.
- f) Every electrical item turned on in your van is drawing power from the one outlet only. Be mindful of how many items are being used at any one time. Items with a heating element can use more power than items without an element. Drawing too much power can cause the powerhead to shut down at the Sub Distribution Board. Air-conditioners, freezers and heaters all add an additional strain to the Parks power supply. Consider purchasing items with a high "Star Rating". Air conditioners with a maximum size of 3.5kW can only be installed if approved by Park Management via the Site Alteration and Additions process.
- g) Electrical installations in transportable structures should be inspected annually by a qualified person to ensure their safe and effective operation. Evidence of inspection by a licensed electrician must be provided to PSBHP management annually or within fourteen (14) days of a request for evidence of compliance.
- h) Residual Current Devices (RCD) used for the protection of transportable structures should be tested by operating the push button on the RCD to check that the device trips. After tripping,

the RCD should be reset. If the RCD fails to trip, this failure should be reported to the caravan park manager. These are also tested annually by PSC electrical contractors.

- i) All socket-outlets are individually metered. The meters will be read on a quarterly basis and owners will be invoiced by PSBHP for their use of electricity. The van Owner is also required to pay a Daily Supply charge and a quarterly meter read fee. Usage charges and Daily Supply charge is researched each quarter to ensure an average fixed rate is charged. Port Stephens Beachside Holiday Parks management have elected to only charge the Daily Usage fee for 150 days, and not 365 days for which they are entitled to charge.
- j) Owners are required to use the socket outlet allocated to their site, supply leads connected to outlets not designated to their site will be considered a failure to comply with this regulation. In this case it is deemed a breach of the Occupancy Agreement & PSBHP management reserves the right to commence the Breach of Agreement process.
- k) Power leads must be disconnected from the power source at the end of each stay to comply with the Terms and Conditions of the Occupancy Agreement.
- l) Any gas installations and alterations must be approved by Park Management via the Site Alterations & Additions process, and must comply with the requirements of Storage & Handling of Gas (AS/NZS 1596) and the Gas Installation Code (AG601).

4.10 Standards of Behaviour

Owners of Holiday Vans and their guests are expected to abide by the park rules of behaviour as established for all guests of PSBHP, as follows:

- a) Holiday Van Owners (HVO) and their guests are required to follow any reasonable direction given by Park staff during their stay within the Holiday Park.
- b) Observe speed limits. For the safety of all HVO / guests, limit your speed to maximum 8km/h (walking speed) at all times when both driving and riding pushbikes/scooters/skateboards/etc. The park is a shared zone which requires vehicles to give way to pedestrians. Motorists are requested to remain alert to the movement of pedestrians and cyclists within the Park.
- c) Drunkenness, offensive, aggressive or threatening behaviour or wilful damage to park or guest property will not be tolerated under any circumstances. Persons displaying this type of conduct will be removed from the park.
- d) No excessive noise at all times. HVO / Guests are required to keep noise to reasonable levels, please ensure your televisions and radios are kept at a volume that will not disturb your neighbours. Excessive noise will not be tolerated under any circumstances. All noise of a disruptive nature is to cease by 10.00pm.
- e) Security Gates are in operation. HVO / Guests arriving outside reception hours must arrange prior entry. Use of your access number for another vehicle will prevent your own access.
- f) HVO / Guests are responsible for the conduct of their visitors and a fee is applicable for day visitors or overnight stays. Visitor's cars must be left outside the park.
- g) Boats & jet skis are only to be washed in designated zone (please check with reception). All current water restrictions must be observed.
- h) Mats/carpets are not permitted to cover grass on sites. If cover is required only shade cloth is permitted. Tents, swags, etc. are not permitted to be erected on Holiday Van Sites. **Paddling pools are banned.** Gazebos are permitted to be erected within the confines of your site, but must be removed when not staying onsite. If erected in the allocated parking space the vehicles must be parked outside the park boundaries.
- i) Scooters, bicycles, skateboards and roller blades, etc. must be used on roadways only and not on the pathways. Licenses are in use at all our properties and can be obtained from the Park reception. Every rider should have a license displayed on their 'ride' or helmet at all times. The management of the park is not responsible for any accident or injury caused whilst riding or skating in the park. All activities of this nature must cease when street lights are activated and not commence until 8am. No riding in or around the boom gate area. The roads inside the Park are considered to be public roads therefore normal NSW Road Rules apply. Helmets must be

worn at ALL times by all riders. Motorised / electric bikes, scooters, skateboards & eskies are PROHIBITED & NOT PERMITTED AT ANY TIME within Park grounds.

- j) Amenities are not to be used by children under the age of eight (8) years unless accompanied by an adult. Amenity access codes can be obtained from reception (excluding Fingal Bay Holiday Park).
- k) HVO / Guests are not permitted to dig trenches around sites.
- l) Fish cleaning is not permitted within the park.
- m) Do not empty sink waste water into the storm water drains.
- n) Open flames or any kind of Fire/fire pits/chimeneas/etc. are not permitted within the park.
- o) Only gas and electric barbeques are permitted – no wood fires or other fuel permitted.
- p) The playground is closed from 9pm to 9am (times may vary slightly). The playground is for use of children under the age of twelve (12). Children must be supervised at all times.
- q) All garbage is to be placed in the bins provided. Large domestic waste items are not to be disposed of within the park premises. These items are to be disposed by and at the expense of the owner. Security cameras have been installed at each Waste Station. Any person identified illegally dumping goods will be considered as breaching their agreement and will be dealt with accordingly. Any costs incurred with removing items will be on-charged to the offender. Salamander Bay Waste Transfer Station at Salamander Bay is open 6 days a week (not Saturday) for disposal of large items. Fees apply. The Recycling Centre is also available to take items to. Urban Foraging is PROHIBITED.
- r) No Responsibility is taken by Council, the Crown Land Manager, PSBHP or its representatives for personal injury damage or loss of property.
- s) Guests are responsible to secure their belongings at all times. No responsibility is taken by Council, the Crown Land Manager or PSBHP for damage to or loss of property.
- t) Pool Rules must be observed. Children under the age of twelve (12) MUST be accompanied by an adult.
- u) Non-emergency call outs due to failure to follow Park standards of behaviour may incur a Non-Emergency fee of \$150.00.

4.11 Pets

- a) PSBHP are located in areas of high environmental sensitivity. No more than 2 Registered Dogs or 2 caged birds per booking are permitted in the Park at Managers Discretion. Registered Assistance animals are the exception. Documentation must be provided prior to your arrival.
- b) NO PETS are allowed in the park **during designated NSW holiday periods**, including the weekends before and after school holiday weeks, and weekends before and after gazetted public holidays. The only exception is the July (Winter) School holidays, and the June Long Weekend is at Managers discretion.
- c) Dog registrations have been introduced at the Holiday Parks. Holiday Van Owners are required to register their pets with the Admin Officer and provide details & a photo.
- d) Dogs being walked or otherwise moving about the park with their owner must be on a lead at all times.
- e) Dogs must not be left unattended at any time anywhere in the park.
- f) When located on a site dogs must be restrained in such a manner as to not be able to cross the boundary of that site.
- g) Owners must collect and dispose of the animal's faeces in an appropriate manner. Bags are provided – please see reception for the location of the bags.

- h) Persistent barking will not be tolerated. Owners of dogs that bark excessively or cause a nuisance or disturbance to guests will be required to remove the dog from the park for the duration of their stay.
- i) Biting or threatening behaviour will not be tolerated. Owners of animals that have bitten or in any other manner intimidated a person will be required to vacate the park. Park Management reserves the right to contact the appropriate Authorities.
- j) No restricted dog breed will be allowed at any time. Determination of the presence of these breeds is at the discretion of the park manager. Please refer to the information on olg.nsw.gov.au
- k) Registered Guide dogs and trained assistance animals (by an accredited trainer) will be allowed at any time upon application. Evidence of the formal status of the animal and the requirement for assistance will be required at the time of application.

4.12 Emergency Procedures

All persons occupying sites at PSBHP must comply with the parks safety and emergency procedures. All residents and guests must be familiar with the current Emergency Evacuation Procedures of the park. Safety Rules have been distributed to all HVO, and can also be found on the Holiday Van Owner webpage: <https://www.beachsideholidays.com.au/policies/holiday-van-owners>

4.13 Safety and Public Liability Insurance

- a) All persons who can affect health and safety on PSBHP carry a duty of care to ensure the safety of themselves and others on the park. The installation and maintenance of Holiday Vans upon short term sites must be such as to minimise any risk of injury to other persons or property.
- b) The occupant will forthwith take out and thereafter during the continuation of their Occupation Agreement keep current and in the name of the occupant, a Public Risk insurance policy in an amount of not less than twenty million dollars (\$20,000,000). The owner(s) must provide PSBHP management / Administration Officer with a copy of the Public Liability Insurance Policy and proof of currency at the time when the policy has been renewed. A copy of the current policy and proof of payment must be kept on file at all times.

4.14 Non Compliance

- a) For any site that does not comply with any of the requirements as identified in the annual Site Inspections and issues rectified within the given timeframe, the owners will not have their occupancy agreement renewed, and must remove all goods including the caravan, annex and any associated structures (including paving, concrete, etc.) and return the site to a natural state within thirty (30) days of this date.
- b) Should these goods not be removed for a further 30 days thereafter PSBHP will in accordance with Part 7 of the [*Holiday Parks \(Long-term Casual Occupation\) Act 2002 No 88*](#) obtain orders from the NSW Consumer, Trade and Tenancy Tribunal allowing for Council to repossess and dispose of these goods.

5 Park Improvements & Development

Port Stephens Council as Crown Land Manager and operator of the Crown Holiday Parks in partnership with the Crown Lands as land owner will undertake its responsibilities for the management and development of the parks in accordance with the relevant approved Plans of Management. The proposed improvements and development impacting holiday van owners will be communicated via agreed communication strategies including newsletters, direct mail and consultative committees. Holiday vans located in the precincts identified for future improvement or development will be provided with notice in accordance with the terms of their occupancy agreement. The staged reduction of holiday

vans as outlined in the Plans of Management will provide opportunities to improve the sustainability of the park through the creation of quality recreational facilities, providing greater public access to Crown land, changing products to meet tourism demand and optimising financial return from investment.

6 Operational Decisions

Port Stephens Council in its capacity as park manager/operator will employ consultation and continuous improvement processes to achieve operational objectives and compliance with Crown Land Policy and Government regulations. Operational decisions that impact holiday van sites will take into account any available opportunities to relocate vans to alternative sites within designated holiday van precincts defined within the approved current Plans of Management. Typical operational decisions that could impact sites included those relating to the upgrade and modification of utilities, improvements and changes to roads, paths, drainage systems and access points. Changes considered necessary by park management for safety, security, expansion or relocation of services and facilities and the placement of temporary buildings or structures.

7 Precincts

Port Stephens Council have defined precincts including camping, tourist van/motor home, and holiday van and cabin sites. The Plans of Management identify changes to the structure of precincts over time which will further define and enhance the various site uses. It is the intention of PSBHP management that sites for Holiday Vans shall be established in identified precincts. Management reserves the right to request Holiday Van owners to relocate to a different site within the park if available, for the purpose of maintaining identifiable precincts by accommodation type. Sites may be reclaimed for the purpose of installing an alternate accommodation type, installing or increasing recreational facilities, for the provision of infrastructure such as roads or the installation of essential services, for landscaping, beautification, or to further identify a precinct.

8 Sale of Vans

For Van Sale purposes, sites are noted to be categorised into two types - those located in areas identified for proposed development, and those not impacted.

Port Stephens Council as park manager/operator with support from Crown Lands as land owner had previously placed an embargo on new holiday van owners entering tenure within Shoal Bay, Halifax and Fingal Bay Holiday Parks. The strategy had been in place to facilitate the implementation of the Plans of Management by restricting the sale of holiday vans. Following consultation facilitated by the Holiday Van Consultative Committee, a review of the process for the sale of vans was undertaken in August 2014 and resulting from that review the embargo has been lifted. Sale of vans and associated structures in areas identified for Development

- a) Development includes changes proposed within the Plans of Management, and operational changes notified to Owners.
- b) At any time an Owner is permitted to sell their van and associated structures on the condition it is removed from the site. At the time of sale the van and associated structures must be removed and the site returned to its natural state within thirty (30) days. No occupancy agreement will be issued on that site. The site is no longer available as a Holiday Van site.
- c) The Owner will be required to pay occupancy fees up until the day the site is returned to its natural state, as approved and agreed to by PSBHP.
- d) Note that where the assets have been sold to an existing holiday van Owner, and the new Owner incorporates or replaces their previous van and/or structures with newly acquired assets, then the new configuration is required to comply with the conditions provided for in this document. Any non-compliant feature or structure must be removed from the park within sixty (60) days.
- e) Van Owners in development areas will be eligible to participate in Van Sales periods as long as they are not affected by development plans during the next Holiday Van Agreement period and that a full year agreement will be available for the new owner.

8.2 Sale of vans and assets on sites not impacted by development

- a) PSBHP, in its discretion, will notify Owners of specific periods of each year where an Owner is permitted to sell their van and associated structures on site ("**Van Sale Periods**"). During a Van Sale Period as advised the Owner is permitted to sell their asset(s) in circumstances where the asset will remain on site. At all times during the year an Owner may sell their van and associated structures on the condition it is removed from the site. However, Owners may only sell in circumstances where the assets will remain on site during Van Sale Periods and in accordance with the following process.
- b) PSBHP will notify Owners in writing at least one month before the commencement of a Van Sale Period.
- c) At least 2 weeks prior to the commencement of the Van Sale Period Owners must notify PSBHP if they wish to sell their assets on site. An Application for the Sale of Holiday Van must be completed and returned to the Administration Officer.
- d) During any Van Sale Period, Owners must first offer to sell their asset(s) to existing holders of current occupancy agreements ("Internal Interested Parties"). Internal Interested Parties will have an exclusive negotiation period of 2 weeks to negotiate the purchase of the assets from the selling Owner. After the expiry of the 2 week negotiation period and during the Van Sale Period, the selling Owner may sell their assets to a third party on no better terms and price than that offered to Internal Interested Parties.
- e) During the Van Sale Period PSBHP Management will engage the services of a Registered Plant and Machinery Valuer to determine the Market Value of the assets being sold by the Owner, being the Van and associated structures, exclusive of the site (land component). This Value as assigned will be acknowledged in writing by the Purchaser of the van as the Market Value of the Assets and this acknowledgement will form an addendum to the Purchaser's current Annual Holiday Van Occupancy Agreement and any Occupancy Agreement entered into by the Purchaser.
- f) The Purchaser (new owner) upon acquiring assets will be responsible for attending to any outstanding compliance or other matters within sixty (60) days.
- g) The following rules apply to sale of vans and associated assets under this clause. The Vendor and the Purchaser must acknowledge by the return of a completed form provided by the Admin Officer:
 - i. that the sale is for the assets which are located upon the site and that no proportion of the agreed sale price is attributed to the site component (land).
 - ii. that PSBHP's consent to the sale does not waive or vary PSBHP's rights under the Occupancy Agreement.
 - iii. The Purchaser acknowledges it must enter into the Annual Holiday Van Occupancy Agreement or accept an assignment of the vendor's Occupancy Agreement notwithstanding the price paid for the assets.

It is noted that the parties to sale of assets on site are not precluded from negotiating a sale at a higher price than the Valuation as assigned as set out above. However if the purchaser pays a higher price than the valuation it does so at their own risk and cost.

9 Adding and removing names from holiday van agreements

Van Owners will also have the ability to add or remove names from their Van Occupancy Agreement under certain circumstances. To ensure this is not a circumvention of the sales process outlined above this will only be permitted in the following circumstances:

- Where the name being added or deleted is an immediate family member being a child, parent, sibling or grandparent. This family relationship can be through adoption or re-marriage; and

- Where the vehicle or other assets on site remain in the ownership of the primary party noted on the contract;
- Where the Van Owner confirms in writing to Council that no consideration is paid for the addition or removal of names from the Van Occupancy Agreement; and
- In such other circumstances as Council determines, in its discretion.

For the avoidance of doubt, Port Stephens Council may agree in writing for names to be added and removed from Occupancy Agreements in circumstances where it does not involve an immediate family member (however this is a matter for Council in its absolute discretion). Council does not want the van sale process to be circumvented by the addition and removal of names and will not allow the addition or removal of names where it suspects that the party is trying to circumvent the van sales process.

10 Communication/Consultation

A PSBHP Holiday Van Consultative Committee shall be established to provide advice and support to management in the development and improvement changes identified in the Plans of Management, and to further facilitate ongoing communication from PSBHP to owners. The Committee will consist of 5 Park Management representatives and 5 Holiday Van Owners elected by ballot from amongst current Owners, and include at least one representative from each park. Voting is limited to one vote per holiday van site.

Park Management will provide information to Holiday Van Owners through the following distribution methods including but not limited to: newsletters, mail, email, Beachside Holiday Parks Webpage and by public notice displayed in the Park.

Acceptable forms of communication from Holiday Van Owners to Park Management include in person, by telephone, mail, and email.

11 Resolution of Disputes

- a) In the first instance an Owner wishing to dispute the intent or application of these guidelines should approach the park manager in an effort to resolve the dispute informally. Port Stephens Council current Complaints Handling Policy can be found on their website:
<http://www.portstephens.nsw.gov.au/your-council/policies-forms-publications/policies>
- b) If the Owner is not comfortable raising the matter with the park manager, or is dissatisfied with the response they have received, the Owner should contact Holiday Park Section Manager in effort to resolve the dispute informally.
- c) If this has not resolved the issue the Owner is encouraged to detail the nature of their dispute in writing to the General Manager Port Stephens Council.
- d) Port Stephens Council would follow the process outlined by the Alternative Dispute Resolution Policy. The current Alternative Dispute Resolution Policy can be found on their website:
<http://www.portstephens.nsw.gov.au/your-council/policies-forms-publications/policies>
- e) The policy allows for various approaches to resolution of the dispute including mediation, negotiation, facilitation and neutral evaluation.
- f) If a resolution to the dispute is not obtained it will escalate to the NSW Consumer, Trade and Tenancy Tribunal for a formal ruling.

12 Appendix

12.1 OCCUPANCY AGREEMENT TEMPLATE

Port Stephens Council Holiday Van Occupancy Agreement Terms & Conditions Edition 11/2020 SECTION D	
DETAILS PAGE	
Note: For the purpose of this document Port Stephens Council is defined as the Park Owner.	
1. PARK OWNER:	PORT STEPHENS COUNCIL 116 Adelaide Street Raymond Terrace NSW 2324
2.1 OCCUPANT(S)	
2.2 OCCUPANT(S) (If Applicable)	
3. PARK:	FINGAL BAY HOLIDAY PARK
4. SITE:	
SITE SIZE/AREA:	
5. HOLIDAY VAN:	
6. TOTAL PERMITTED NUMBER OF VEHICLES/ACCESSORIES:	
7. DATE OF AGREEMENT: (OFFICE USE ONLY)	<small>The above information is subject to change if found to be non-compliant, under legislation, due to a change in the audit.</small>
8. COMMENCEMENT DATE:	<small>Full agreement must be signed by both the owner and the occupant signed the agreement, or, if one signed on behalf of the other on a later date, fill in the later date.</small>
9. TERMINATION DATE:	30/06/2020
10. OCCUPATION FEE:	\$12.50 per month
11. PREPARATION FEE:	\$12.50 (payable in June)
12. POSTAGE	\$6.50 (If Applicable)
13. AGREEMENT SIGNATURE / TRANSFER FEE	\$459 (If Applicable)
14. PUBLIC LIABILITY INSURANCE	\$20 million minimum. A copy of the Certificate of Currency or copy of Policy and receipt (proof of payment) must be provided on or before Commencement Date. This copy is required to be kept on file at the Holiday Park.

Port Stephens Council Holiday Van Occupancy Agreement Terms & Conditions Edition 11/2020

SECTION E

EXECUTION PAGE

This is a legally binding contract between the Park Owner and each Occupant who is a signatory to this agreement.

AS OCCUPANT, I CONSENT THAT BY SIGNING THIS DOCUMENT I HAVE RECEIVED, READ AND AGREE TO THE TERMS AND CONDITIONS SET OUT IN THE HOLIDAY VAN OCCUPANCY AGREEMENT EDITION 11/2020. I ACKNOWLEDGE THAT THIS DOCUMENT IS AVAILABLE AT THE FOLLOWING WEBSITE: www.beachsideholidays.com.au

EXECUTED AS AN AGREEMENT

SIGNED by: Occupant Signature Occupant Name (please print)	in the presence of: Witness signature Witness name (please print)
SIGNED by: Occupant Signature Occupant Name (please print)	in the presence of: Witness signature Witness name (please print)
SIGNED by: Occupant Signature Occupant Name (please print)	in the presence of: Witness signature Witness name (please print)
SIGNED by: Occupant Signature Occupant Name (please print)	in the presence of: Witness signature Witness name (please print)

STAFF USE ONLY

SIGNED for and on behalf of PORT STEPHENS COUNCIL

under delegated authority.

by Council officer signature

..... Council officer name (please print)

In the presence of

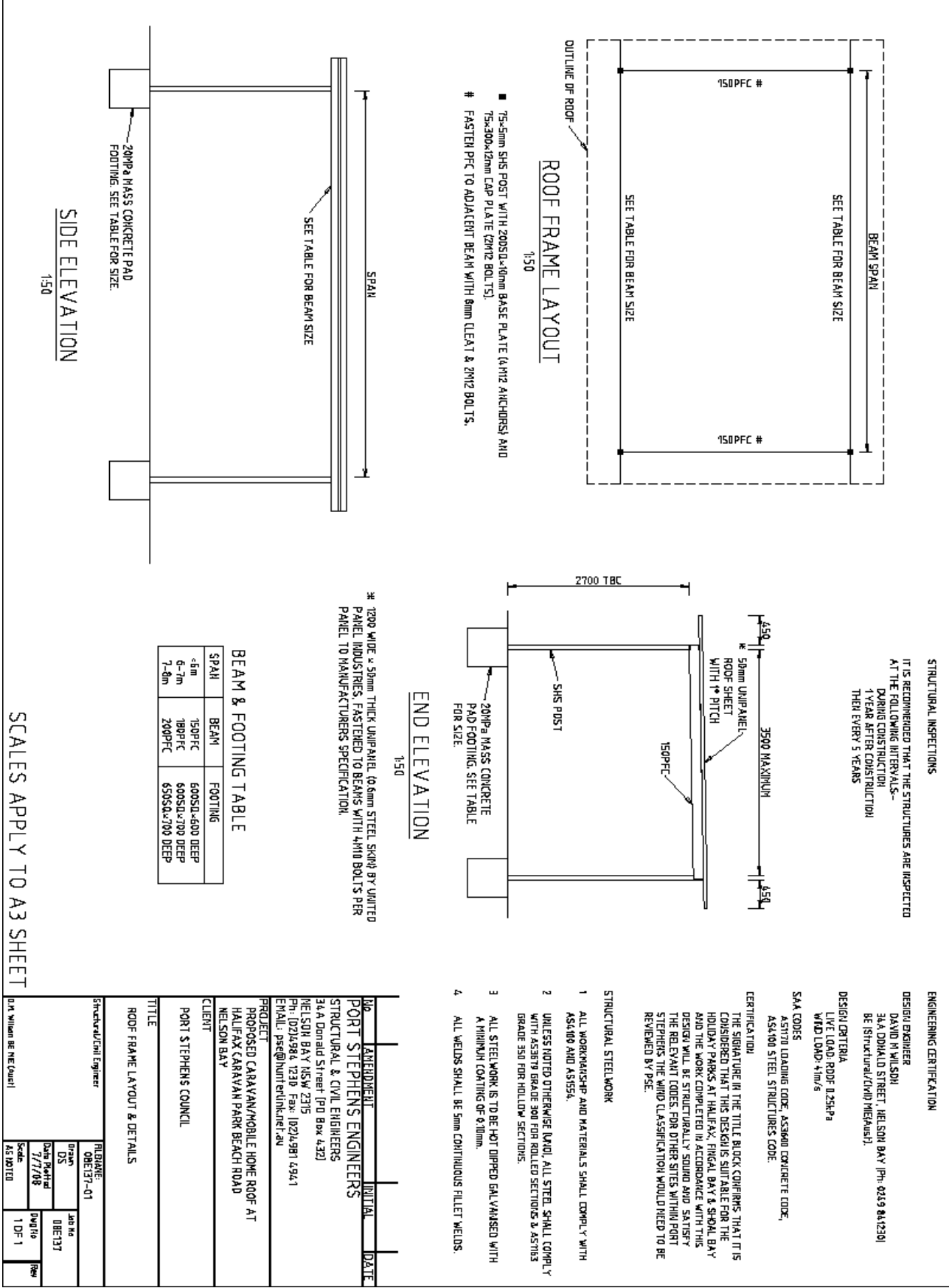
..... Witness signature

(Witness)

..... Witness name (please print)

To be signed and returned by 30th June 2019

12.2 TROPICAL ROOF STANDARD DRAWING



12.3 SITE ADDITION, ALTERATION & MAINTENANCE APPLICATION FORM



12.3 SITE ADDITION, ALTERATION & MAINTENANCE APPLICATION FORM-

Site Addition / Alteration / Maintenance Application

Date: _____ Holiday Park: _____

Street Name & Site Number: _____

Owners Name: _____

Postal Address: _____

Postcode: _____ Contact #: _____

Email address: _____

Port Stephens Beachside Holiday Parks are governed by the following Legislations and Regulations:

- Crown Land Management Act 2016
- Local Government Act 1993 and Local Government (Manufactured Home Estates, Caravan Parks, Camping Grounds and Moveable Dwellings) Regulation 2005
- Holiday Parks (Long Term Casual Occupation) Act 2002
- Port Stephens Council Holiday Van Occupancy Agreement Terms and Conditions
- Port Stephens Beachside Holiday Parks Standard Operating Procedures
- Other current standards and regulations under which our Parks operate relating but not limited to: gas storage, electrical wiring (and testing) for moveable dwellings, plumbing, etc.

All Site Addition, Alteration and Maintenance applications are individually assessed in accordance with these standards and documents to ensure a fair and equitable outcome is reached.

Please send application directly to: Holiday Park Admin Officer at PO Box 147, Nelson Bay NSW 2315, or email directly to: holidayvanenquiries@portstephens.nsw.gov.au or drop in at Admin Office located at Treescapes, 562 Gan Gan Road, One Mile – between 9am and 4pm Monday to Friday only.

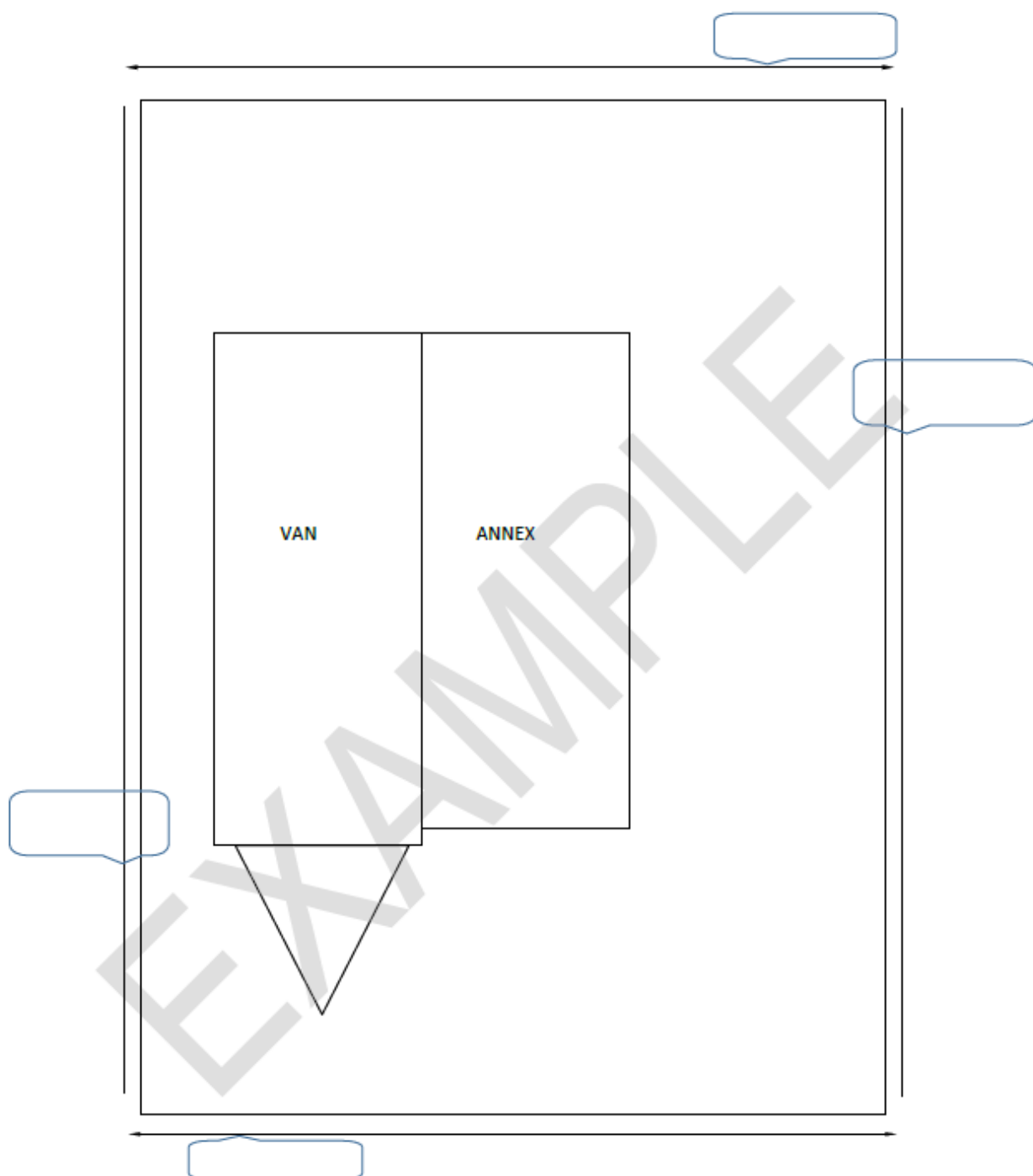
Owners Signature: _____ Owners Signature: _____

Received by (Park Staff Members Name): _____ Date: _____

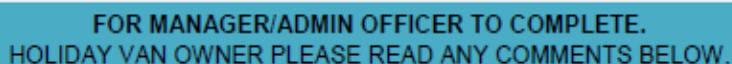
Version 1.5 – August 2019

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SITE PLAN



NOTES:



☐ YES
☐ NO
☐ PENDING; further documentation/details to be provided

EXAMPLE

Date:

IMPORTANT NOTES:

- All contractors MUST register at Reception prior to entering the Park.
- All Contractors MUST have completed a short Site Induction within the past 3 months.
- Works are permitted during the week ONLY.
- No works to be carried out on weekends unless Permission granted by Park Manager.
- No works permitted to commence before 9am unless Permission granted by Park Manager.
- All contractors must be offsite prior to 5pm.
- No works permitted during school holidays / Long Weekends / Peak Periods unless Permission granted by Park Management.
- Permission from Park Management must be sought & granted prior to working outside of these guidelines.

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12.4 HOLIDAY VAN SALE REQUEST FORM



APPLICATION FOR SALE OF HOLIDAY VAN

Site Number _____ Date _____
Surname _____ First Name _____
Address _____
Suburb _____ State _____ Postcode _____
Contact Phone Number _____ Mobile _____
Email Address: _____

Would you like Port Stephens Beachside Holiday Parks to make details of your Holiday Van available to prospective buyers? This would be via a list available for pick up at the Park office or emailed.

Yes ☐ No ☐

I give permission for the Valuer to access my Holiday Van with the keys I have left at the office:

Yes ☐ No ☐

Van Make: _____ Year of manufacture: _____ Asking Price: \$ _____

Inclusions: _____ (for Valuation purposes ONLY)

Exclusions: _____ (for Valuation purposes ONLY)

Valuation (As determined by Registered Plant and Machinery Valuer) \$	(OFFICE USE ONLY)
[To be inserted following receipt of the Valuation documentation and after final approval to proceed from Van Owner.]	

There is a Sales Administration fee applicable of \$450 payable to the specific Holiday Park. This fee is to be paid by the seller (This fee is for Administration costs and the Costs associated with obtaining a Valuation of the Van and Associated Structures (excluding the site area (land component)). A valuation surcharge of \$220 will be payable if an individual valuation is required at a time after the bulk valuations have been carried out.

The Administration fee is to be paid with the submission of this form. I understand that caravans sold on site are only permitted to stay on site as per the Holiday Van Agreement terms and conditions.

I acknowledge that any Valuation of my Van is merely a Valuer's opinion as to what the Van is worth. It does not limit the price at which I can sell my van. I acknowledge that there is no avenue for appealing the Valuer's determination. I unconditionally release Port Stephens Council and agree that it is not liable for any action, demand, liability, loss, damage or cost occurring directly or indirectly in connection with the valuation of the Van or any other asset on the site (howsoever caused).

NB: Must be signed by ALL Main Owners / Occupants. (Secondary / Permitted Users are NOT required to sign.)

Signed (Holiday Van Owner/Occupant 1) _____ Print Name: _____

Signed (Holiday Van Owner/Occupant 2) _____ Print Name: _____

Signed (Holiday Van Owner/Occupant 3) _____ Print Name: _____

Signed (Holiday Van Owner/Occupant 4) _____ Print Name: _____

Signed (Park Manager) _____ Print Name: _____

Signed (Park Manager) _____ Print Name: _____

Version Control

Version	Change From Previous	Date	Comment
1	Created	7 May 2013	Version 1 endorsed by Port Stephens Holiday Park Trust
2	Document reviewed for the Holiday Park Trust meeting resulting from legal review and establishment of the Consultative Committee Terms of Reference. The following is a list of changes to Version 1: 4.1 (a) Clarification added to the occupancy term, document signing and insurance required 4.1 (f) Added reference to payment options 4.1 (m) Clarification added to hardship conditions 4.2 Annual compliance inspection note added 8.4 (c) Reference to Section 8.6 added 9 Amended to reflect membership on the Consultative Committee and clarification of distribution and communication methods 11.5 Addition of the Alternative Dispute Resolution Policy Extract	29 Oct 2013	Version 1.2 endorsed by Port Stephens Holiday Park Trust
3	Document reviewed by Port Stephens Business and Development Unit	March 2015	Version 1.3 endorsed by Port Stephens holiday Park Trust
4	Document reviewed by Holiday Park Administration Officer, Fingal Bay, Shoal Bay & Halifax Park Managers.	22 October 2019	Version 1.4 endorsed by Holiday Park Section Manager