

## 2021-2022 HOLIDAY VAN OCCUPANCY AGREEMENT – TERMS AND CONDITIONS

### SUMMARY OF CHANGES SHEET

SECTION / CLAUSE	CHANGES MADE
Whole Document	Dates and Fees have been updated in line with new financial year for 2021-2022
Section A, Part 1, Clause 4	Additional text: All occupants must comply with any current Park requirements (including but not limited to: COVID Declarations, QR code check in, as applicable).
Section A, Part 1, Clause 6 (a)	Additional text: The park owner is not obliged to give reason for not offering a new occupancy agreement.
Section A, Part 2, Clause 9	Additional text: (no later than the first day of each month for that month: <i>pay on or prior to 1 July for the month of July</i> )
Section A, Part 2, Clause 10 (a)	Change of text: Annual Holiday Van Occupancy Agreement preparation fee [Section D, Item 12] payable <del>upon receipt of Holiday Van Occupancy Agreement</del> no later than 30 June 2021 (for automatic payments, this amount will be processed with site occupancy fees for June).
Section A, Part 2, Clause 10 (b)	Change of text: Postage Fee [Section D, Item 13] – If required for postal delivery of Holiday Van Occupancy Agreement. Payable at time of postal request. <del>upon receipt of Holiday Van Occupancy Agreement.</del>
Section A, Part 2, Clause 10 (c, d & e)	<p>Addition of 3 sub-clauses:</p> <p>Holiday Van Sales Administration Fee [Section D, Item 14.1] – If required during a nominated sales period, for the sale of van to remain onsite. Payable upon application during designated Sale Period.</p> <p>Holiday Van Valuation Fee - [Section D, Item 14.2] - If required during a nominated sales period, for sale of van to remain onsite. Payable upon application during designated Sale Period.</p> <p>Change of text – clause c:</p> <p>Holiday Van Change / Transfer of Ownership [Section D, Item 14.3] - If required for the change, or transfer of ownership of the Holiday Van, including the addition or change of Occupants(s) details on the Annual Occupancy Agreement.</p>
Section A, Part 2, Clause 11	Additional Clause: The mandatory annual testing and tagging of the power supply leads to all Holiday Vans by PSC nominated electrical contractor
Section A, Part 2, Clause 13	Change of wording and additional process included (a) through (i): The Occupant(s) agree to pay the site occupation fees monthly (unless otherwise agreed upon as per Part 2 clause 9) and in advance as described in Clause 9. The additional months site occupation fee paid either in July 2013 or when transfer of ownership into current Occupant(s) name(s) occurred (whichever is relevant) is being held as a bond under a separate charge: “Month In Advance Bond Payment”. This payment is not applied to any ongoing monthly site occupancy fee charge and therefore cannot be considered as site occupancy fees paid in advance. This charge is more recently referred to as a ‘Month In Advance Bond’ payment.

	<p>(b) Occupant(s) agree to pay the site occupation fees on time. Payment should be received no later than the first day of each month for that month. <i>(Failure to do so will be considered a breach of this agreement and may result in the termination of the agreement)</i></p> <p>(c) <b>Breach of Fee payment schedule:</b></p> <p><b>Step 1:</b> Occupants whose site occupation fees &amp; other charges not paid on time, will be notified by phone call/voice message with payment requested within 24 hours.</p> <p>(d) <b>Step 2:</b> Occupants who fail to remit unpaid fees &amp; charges within the additional requested 24 hour period (without reasonable explanation) will be contacted by email and given a further 24 hours to comply with payment request.</p> <p>(e) <b>Step 3:</b> Occupants who fail to remit unpaid fees &amp; charges within the additional requested 24 hour period (without reasonable explanation) will be contacted by email and given a further 24 hours to comply with payment request.</p> <p>(f) <b>Step 4:</b> Occupants who fail to remit unpaid fees &amp; charges within the extended requested time period (without reasonable explanation), will be issued with a First Notice of Breach from the Administration officer on behalf of Park Management. A further 30 days is given to obtain compliance..</p> <p>(g) <b>Step 5:</b> If compliance is not reached within the additional 30 day period, a Second Notice of Breach will be issued directly from the Holiday Park Manager. A further 30 days is given to obtain compliance.</p> <p>(h) <b>Step 6:</b> If compliance is still not reached within the second additional 30 day period, a Third and final Notice of Breach will be issued directly from the Holiday Parks Section Manager. If compliance is not realized within this final 30 day period, a Termination of Agreement will be issued to achieve vacant possession of site.</p> <p>(i) Without limiting the above clause, occupants whose site occupation fees are ninety days in arrears will have their occupancy agreement revoked and must remove all goods, including the caravan, annex and any other associated structures within thirty (30) days and return the site to its natural state. If the Occupant(s) do not comply with this clause, the caravan and annex become the property of the park owner and the park owner may sell or otherwise dispose of the caravan and annex and return the site to its natural state at the cost of the Occupant(s).</p> <p>(j) Where there is evidence of more than one late payment within the term of an occupancy agreement and without a reasonable explanation, a Notice of Breach will be issued. Any subsequent late payment will prompt the next step of the Breach process.</p>
Section A, Part 2, Clause 14	<p>Change and additional text: The site occupation fees and charges may be paid by any of the following methods: direct debit, credit/debit card deduction or by EFTPOS in any of the following ways: online, automatic authorization, over the phone or in person. –Please note: Cash is no longer a preferred method of payment. If credit card payment fails, and payment is not made on the day of notification, a Late Fee [Section C – Fee Schedule - Additional Charges] will be charged.</p>
Section A, Part 2, Clause 15 (a)	<p>Additional text: Site occupation fees and charges must be paid to the park owner, or the park manager, or any Park staff,</p>

Section A, Part 2, Clause 16	Change of text: (a) The park owner, or nominated staff, agrees to provide a receipt for any site occupation fees or other charges under this agreement paid to the park. If the site occupation fees or charges are not paid in person, the park owner agrees to make the receipt available for collection by the occupant or to email it to the occupant if requested.
Section A, Part 2, Clause 18	Additional text: No compensation or refund will be offered for any disruption or inconvenience caused due to Holiday Park projects and associated works.
Section A, Part 3, Clause 22	Additional text: <i>Note: Applicable forms for Site Addition Alteration &amp; Maintenance can be obtained from Reception at the Holiday Park or from the park's Holiday Van Owner webpage).</i>
Section A, Part 3, Clause 27 (a)	Additional text: The Occupant(s) agree not to transfer the whole or part of the interest under this agreement without the park owner's prior written permission ( <i>Note: A fee applies when changing the occupant(s) on this agreement</i> ).
Section A, Part 3, Clause 28 (c)	Change of text: It is now a mandatory requirement for all Holiday Van power supply leads to be tested and tagged on an annual basis, by the reputable electrical contractor engaged by PSC. The nominal fee for each lead tested (see Section C – Fee Schedule - Additional Charges) will be charged to the Occupant on the first day of June with the test to be conducted in the 4th quarter of the term of agreement. Rectification of any non-compliant items is the Occupant(s) responsibility and cost.
Section A, Part 3, Clause 33	<p><b>New Clause:</b></p> <p><b>Breach of Occupancy Agreement (Notice of Breach)</b></p> <p>For any breach of an occupancy agreement, the following process will be applied:</p> <p><b>Step 1:</b> On notification or identification of a breach, an initial conversation will occur to discuss the issue(s) and arrive at a suitable resolution and agreed date for compliance to be obtained by.</p> <p>Correspondence documenting and confirming the breach identified and initial conversation including the discussed suitable resolution for compliance, stating a date whereby compliance is required will be sent to the nominated email address.</p> <p><b>Step 2:</b> If compliance is not reached by the agreed date, the first Notice of Breach will be issued from the Administration officer on behalf of Park Management. A further 30 days is given to obtain compliance.</p> <p><b>Step 3:</b> If compliance is not reached within the additional 30 day period, a Second Notice of Breach will be issued directly from the Holiday Park Manager. A further 30 days is given to obtain compliance.</p> <p><b>Step 4:</b> If compliance is still not reached within the second additional 30 day period, a Third and final Notice of Breach will be issued directly from the Holiday Parks Section Manager. If compliance is not realized within this final 30 day period, a Termination of Agreement will be issued to achieve vacant possession of site.</p>
Division 2, Part 6 Clause 42	Additional text: The park owner agrees to give the Occupant(s) a copy of any park rules for casual occupants that are in force for the holiday park, before or at the time they enter into this agreement, and with each new Occupancy Agreement Park rules are in place for all park patrons.
Section B Clause 1	Additional text: Compensation for damaged/spoiled items/appliances cannot be claimed from the Park owners.

Section B Clause 9 (a)	Change of text: 150 credit nights not 180. Unused credit nights cannot be sold or offered for sale and are forfeited at the end of the term of each agreement.
Section B Clause 9 (b) & (e)	Removal of both clauses
Section B Clause 9 (c)	Additional text: Weekends, School & public holidays should be avoided unless Management approval has been granted).
Section B Clause 15	Additional text: We reserve the right to refuse entry to any contractor, if we believe the Site Alteration and Addition process has been contravened therefore no permission granted by park management to conduct works.
Section B Clause 16	Additional text: Boat / Vehicle (includes but is not limited to motorbikes, mopeds, etc.) storage on your site or any other sites is not permitted at any time when your site is unoccupied.
Section B Clause 17	Additional text: Vehicle parking is allocated for each site. Parking is not permitted on unoccupied tourist or holiday van sites or any other communal spaces
Section C Park Rules	Current Park Rules will be included
Section C Fee Schedule	Fees & Charges updated Additional charges included relating to Sales, Valuation, Transfer, Late payment fees
Section D & E	Additional Text: <b>Details Page to be distributed as an e-Signature document via email unless paper copy specifically requested, <del>attachment</del>.</b>  <b>Execution Document to be distributed as an e-Signature document via email unless paper copy specifically requested. <del>attachment</del>.</b>