

14 September 2018

2018/2019 Occupancy Agreements

Congratulations to you all for returning your signed occupancy agreements and insurance policies in a timely manner. A big thank you to everyone for doing their bit! We really appreciate your cooperation and will try again next year to ensure this process is easier for everyone.

CONTACT WITH YOU

The majority of our correspondence is through email. Please remember to update your email address and other contact details with us if they change. Our emails and newsletters often contains important information that is relevant to your Park and more importantly your site, particularly the Newsletter – so it is really important that you receive all information.

SECURITY

We have recently engaged a new Security firm to service the Holiday Parks. Newcastle Security Company will be providing their services to the Parks daily. A dedicated roaming patrol car will be in operation during our Peak Periods. For any After Hours issues including security, please call **02 4988 0990** for assistance.

REMINDER OF OUR PET POLICY

We would like to remind you that pets are **NOT PERMITTED** in the Park during NSW school holiday periods. The upcoming school holidays are from **Friday 28 September to Sunday 14 October 2018** inclusive. Please do not bring your pet/s with you to the park during this time. You will be asked to take them home and not return until the holidays are over.

An inclusion in our last Newsletter asked all pet owners to provide details and a photo of their fur babies for our database. Please ensure you register your pet with us before you bring them with you. All registrations are to be emailed to holidayvanenquiries@portstephens.nsw.gov.au, or posted to Holiday Parks Management Team, PO Box 147, Nelson Bay NSW 2315.

ACCOUNTS

Please ensure all rent and electricity charges are paid on time or in advance – rent is charged on the first of each month for that month, and should be paid on or prior to this date monthly. Accounts in arrears are classed as a breach of our occupancy agreement (see below) and can no longer be tolerated. Van owners with accounts constantly in arrears will receive a notice which may result in a letter of intent to request vacant possession.

Part 2: Site fees, visitor fees & charges

13. Occupation fees are payable in advance and on time

(a) The Occupant(s) agree to pay the occupation fees monthly and in advance ensuring payment is received by the park no later than the last day of the month prior.

(b) Occupant(s) agree to pay the occupation fees on time. (Failure to do so will be considered a breach of this agreement and may result in the termination of the agreement)

(c) Occupants whose fees are in arrears will be notified by mail and requested to comply with the site rental schedule.

(d) Occupants whose fees are thirty days in arrears will be notified that failure to pay the current month's outstanding rent, and the next month's rent in full and in advance, will result in termination of their annual occupancy agreement.

(e) Without limiting the above clause, occupants whose fees are ninety days in arrears will have their occupancy agreement revoked and must remove all goods, including the caravan and annex 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).

(f) Where there is a history record of continued late payment, occupants will be notified and given the opportunity to establish a direct payment plan or may be required to pay by direct debit. Failure to keep rent payments current or pay by direct debit will result in either termination or non-renewal of this agreement, at the discretion of the Park Owner

If you pay automatically by Direct Debit or Credit Card and your payment declines, Port Stephens Council's dishonour fee will be charged from 1 October 2018. This fee is \$23.50 and will be added to your account. You will be notified of the payment failure, and payment via a different card or method will be requested. Cheque payments that dishonour will incur the Council fee of \$69.40.

Any Direct Debit payers whose payment declines will forfeit the 2% discount for that month's rent. Repeat offenders will be contacted to discuss a method of payment which is more suitable for them.

SITE ALTERATIONS & ADDITIONS PROCEDURE

With the warmer months upon us, many of you will be thinking about sprucing up your holiday van, or making some minor (or major) changes to it in order to make it more comfortable this season. With this in mind we would like to bring to your attention the requirement to submit a Site Alteration & Additions form requesting Holiday Park Managers' permission to carry out such works.

This has always been the case and is included in our Occupancy Agreement Terms & Conditions that each HVO agree to and sign every year, and we are aware that many Holiday Van Owners have not followed this process in the past. We can no longer accept this approach and possible disregard for our rules, and will consider this a breach of our occupancy agreement. Van owners who choose to undertake alterations or additions to their van / sites without approval will receive a notice which may result in a letter of intent to request vacant possession. We provide a list of improvements requiring approval which include all major external works, additions and upgrades that draw more power (eg: air-conditioners) **including repairs covered by insurance claims**. To assist with identifying site alterations without approval, a photo database is being developed.

[See Part 3: Rights and obligations, DIVISION 1 - OBLIGATIONS OF THE OCCUPANT\(S\), 20: Use of the site of the Occupancy Agreement Terms & Conditions](#)

For safety reasons you should advise staff if you are working on your van.

See attached information on the procedure. Please note that we are trying to streamline this process so a few amendments may occur. Thank you for your patience.

PROCEDURE CONTRACTORS / TRADES PEOPLE / DELIVERY PERSONNEL COMING ONTO OUR PROPERTY

In the interest of Port Stephens Council & WHS polices, it is a requirement that the Park staff are aware of any contractors/ trades people / service providers or delivery personnel on our property, where they are going / working and what they are doing.

HVO's must advise Park staff either via an email or phone call that someone other than themselves will be attending their site and the reason for them attending.

ALL contractors, trades people, service providers and delivery drivers MUST sign IN and OUT at reception, and obtain a Boomgate code.

They are restricted to being onsite between 9am and 5pm, Monday to Friday.

HVO's MUST NOT GIVE THEIR CODE OR ALLOW ENTRY TO THE PARK WITHOUT NOTIFYING THE OFFICE.

SHOAL BAY HOLIDAY PARK Van Owners

New locks on the powerheads have recently been installed. If you haven't yet picked up your new key, please do so during office hours on your next visit, or if you will be arriving after the office has closed call the Park to make alternative arrangements to avoid not being able to access your power outlet.

SMOKE DETECTORS / ALARMS

Excerpt from SOP regarding fire equipment:

4.5 Minimum Maintenance Required

p) An appropriate dry chemical extinguisher of minimum 1kg capacity must be provided in a readily accessible position in the case of fire, and all caravans must be fitted with 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.

HELPFUL HINT: It's a really good idea to change the battery in your smoke detector (and check that the device is working) twice a year to be on the safe side, and a good time to remember to do this is when you change your clocks to and from Daylight Savings time in April & October! So don't forget to bring a new battery with you to replace the old one!!

If your detector goes off in the night and we get a call that it is disturbing your neighbours - an after-hours call out fee of \$150 will be charged to you as it is a non-emergency!!

Quarterly Electricity Charges - July / August / September 2018

Electricity charges are charged quarterly in line with current market rates. Charges will be applied to your accounts on the basis of consumption at the same rate as domestic customers of the local energy supplier including daily availability charges.

FEE NAME	DESCRIPTION	FEE AMOUNT INCLUDING GST
Electricity account administration	Charged quarterly with each electricity meter reading	\$6.00 per Quarter
Holiday Van Site Electricity Usage	Metered electricity usage charged quarterly based on latest retail tariffs of the local area energy retailer	31.02c per kW
Electricity Service Availability Charge	Calculated per day for 150 days of the year; based on the latest retail tariffs of the local area energy retailer; charged quarterly.	\$34.69

Please remember.....

- The use of **Bike Licenses** is now being used across our Parks. Please ensure you pick some up from reception. Random checks will be conducted by any of our Park staff. Everyone must have a license either attached to their helmet, or the 'vehicle' they are riding. Please observe our Bike Rules.

***Electric / motorised 'vehicles' are NOT permitted in the Park grounds (with the exception of mobility scooters).*

- **Use of Waste and Recycle Stations:** Use of these areas is limited to general household waste only. Any 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. CCTV is being upgraded at Fingal Bay Holiday Park, with additional cameras being installed at the Waste Stations. With these areas now being under surveillance, if an owner fails to comply with this regulation, PSBHP management reserves the right to terminate their occupancy agreement.
- **Parking:** The majority of our sites only allow for One car or vehicle to be parked at any one time, however it has been noted that some HVO are bringing in additional vehicles. **Your sites allocation is stated on your Occupancy Agreement: Total Permitted Number of Vehicles / Accessories: ONE or TWO** The definition of Vehicles & Accessories is as follows: **car, truck, ute, box trailer, jet ski on a trailer, boat on a trailer, and so forth.** *EG: If your allocation is ONE, then only ONE of the above can remain in your parking space.*

We would like to remind you that you must not park on another Holiday Van or tourist site, and you must not use someone else's Boomgate code or tailgate another vehicle through the gates to give access to your additional vehicles. All extra vehicles should be parked outside the Park boundary within designated parking zones.