



Caravan Annual Permit Holder Agreement 2023-2024

Under regulations made under Section 13 of the Crown Land (Reserves) Act 1978 the Lang Lang Foreshore Reserve Committee of Management may grant permits and make rules for the operation of the caravan park.

Contents Page	1
<i>Definitions</i>	<i>2</i>
<i>Part 1 – Introduction</i>	<i>3</i>
<i>Part 2 – Permit fees and other charges</i>	<i>3</i>
<i>Part 3 – Rights and obligations</i>	<i>5</i>
<i>Part 4 – Ending or termination of this Agreement</i>	<i>8</i>
<i>Part 5 – Renewal of this Agreement</i>	<i>10</i>
<i>Part 6 – Agreement to minimise loss</i>	<i>11</i>
<i>Part 7 – Access to the site</i>	<i>11</i>
<i>Schedule 1: Notice to Permit Holders</i>	<i>12</i>
<i>Schedule 2: Park Rules & Conditions</i>	<i>13</i>
<i>Schedule 3: Annual Site Agreement</i>	<i>17</i>
<i>Schedule 4: Safety Requirements for all Permit Holders (signature)</i>	<i>20</i>
<i>Acceptance of Permit Holder Agreement Terms (signature)</i>	<i>25</i>

Definitions

Abandoned means that the Permit or License Holder user has not used their allocated site or Boatshed for a period of at least 3 months *and* has not paid any rent or hiring charges for that period; or where the Permit or License Holder has left the site and in all the circumstances it would be unreasonable to expect them to return.

Agreement means this agreement and includes all schedules, appendices, attachments, plans and specifications, and annexures.

Clause means a Clause of this Agreement; a reference to a Clause followed by a number refers to the relevant Clause in this Agreement.

Crown Land Holiday Park (“the Park”) means a caravan park (that is, land, including a camping ground, on which caravans, or caravans and other Movable Dwellings, have been, are or are to be placed) that is located on Crown land and is used solely for the purpose of tourism and recreation.

Movable Dwelling means a Movable Dwelling that is, or has been, registered or is required to be registered under the Road Safety Act 1986.

Park Manager (referred to herein as “the Committee” and equally the “Park Manager”) means the Committee of Management responsible for managing the Park or its delegated representatives.

Park Rules means rules which have been established for the management of the Park and which have been incorporated into regulations made under Section 13 of the *Crown Land (Reserves) Act 1978*.

Permit Fees means fees set in the reserve regulations and paid by the Permit Holder for the 12 month permit to use the Site.

Permit Holder means the Principal Occupant 1 specified in Schedule 3 and who is signing this agreement.

Permitted Occupants means the Principal Occupant and the other persons named in Schedule 3 as permitted occupants.

Site means the Site specified in Schedule 3.

Visitor means a person, other than the Occupants, who occupies the Site at any time with the consent of any of the Occupants and any person coming on to the Park to visit any person occupying the Dwelling at any time.

Part 1 – Introduction

- 1) Date of this Agreement
 - a) See Schedule 3
- 2) How long does this Agreement last?
 - a) The fixed term of this Agreement is for 12 months, See Schedule 3
- 3) Who is making this Agreement?
 - a) This Agreement is made between:
 - i) the Manager, Lang Lang Foreshore Reserve Committee of Management Inc, and
 - ii) the Permit Holder or each of the Permit Holders (to be natural persons only)
- 4) Agreement to comply with the terms of this Agreement?
 - a) The Park Manager and Permit Holder agree to comply with the terms of this Agreement.
- 5) Where is the Site?
 - a) This Park Manager gives the Permit Holder the right to use the Site: See Schedule 3
- 6) The condition of the Site?
 - a) The Permit Holder and the Park Manager agree that at the commencement of this agreement the Site is vacant and reasonably clean and fit to use (fair wear and tear excepted)
- 7) What can the Site be used for?
 - a) The Site is located on Crown land and must be managed according to the Crown Land (Reserves) Act 1978. It can be used only for holiday and recreational use. It must not be used for:
 - i) Permanent residence
 - ii) Running of any type of business
- 8) How many nights per year can the Site be used for?
 - a) The Site cannot be used for more than 59 consecutive nights per year or for a total of more than 180 nights per year
- 9) Who can use the Site?
 - a) No more than 6 persons may ordinarily use the Site at any one time

Part 2 – Permit fees and other charges

- 1) Amount of Permit Fees
 - a) The Permit Fees payable, see Schedule 3
 - b) The Permit Holder agrees to pay the Permit Fees on time.

- 2) Amount of other charges (such as water, electricity or gas charges)
 - a) The Permit Holder agrees to pay, in connection with the Site, for
 - i) gas charges
 - ii) any charges arising from compliance with government legislation and policy
 - iii) charges as set out in Schedule 3
- 3) Payment of council rates and other charges by Park Manager
 - a) The Park Manager agrees to pay, in connection with the Crown land holiday park on which the Site is situated, for:
 - i) Council rates
- 4) How to pay Permit Fees
 - a) The Permit Fees may be paid in the following ways: credit card via phone, direct credit into bank account. These methods may attract credit card surcharges, payment methods may be changed during the term of this Agreement if both the Park Manager and the Permit Holder agree in writing.
- 5) Manner of paying Permit Fees
 - a) Permit Fees must be paid:
 - i) to the Park Manager at Lang Lang Foreshore Caravan Park, 174 Jetty Road, Jam Jerrup 3984; or
 - ii) into the following account:

Bendigo Bank
Lang Lang Foreshore Reserve
BSB 633-000
Account Number: 116275538

- iii) The Park Manager agrees to provide a receipt for any Permit Fees or other charges under this Agreement paid to the Park Manager.
 - iv) The Park Manager agrees that any receipt for Permit Fees or charges must include the following particulars:
 - (1) the name and address of the Crown land holiday park, and the number of the Site,
 - (2) the period for which the fees or charges are paid,
 - (3) the date on which the fees or charges are received,
 - (4) the amount of fees or charges paid.
 - v) The Park Manager is not required to provide or make available a receipt if Permit Fees or other charges are paid, in accordance with a written agreement between the Park Manager and the Permit Holder, into an account at an authorised deposit-taking institution (such as a bank, building society or credit union) nominated by the Park Manager.
- 6) Fee increases
 - a) The Park Manager cannot increase the Permit Fees during the 12 month term of this Agreement.
- 7) Refund of Permit Fees

- a) Any refund of fees will be based on a pro rata rate of the unexpired permit.
- b) The Park Manager agrees to refund any fees paid in advance if the use of the Site is ended by the Park Manager, and there is no breach of the agreement by the Permit Holder, before the end of the fixed 12 month term of this Agreement.
- c) The Permit Holder agrees that if the Park Manager ends the agreement as a result of a breach of the agreement by the Permit Holder, any refund of fees will be at the discretion of the Park Manager.
- d) The Permit Holder agrees that they are not entitled to a refund of fees if the Agreement is ended by the Permit Holder before the end of the 12 month term of this Agreement.

Part 3 – Rights and obligations

Division 1 - Obligations of the Permit Holder

- 1) Permit Holder's responsibility for the actions of others
 - a) The Permit Holder agrees to be responsible to the Park Manager for any act or omission by any person the Permit Holder allows on the Site, or elsewhere in the Crown land holiday park, who breaks any of the terms of this Agreement.
- 2) Duties of Permit Holders
 - a) Ensure that the dwelling and any annexure thereto are equipped with a working smoke alarm, fire extinguisher, and fire blanket, in accordance with CFA guidelines;
 - b) Ensure that the Permitted Occupants and Visitors comply with the Park Rules and all of the duties specified in this Agreement as being duties of the Occupants
 - c) Not carry out any works on the Site without first obtaining the written consent of the Park Manager which (unless required by a Competent Authority or to prevent imminent damage to life or property) may be given or withheld entirely at the discretion of the Park Manager;
 - d) Not carry out, or cause to be carried out, any electrical works on the Site unless such works are carried out by a registered electrical contractor with the prior written consent of the Park Manager which (unless required by a Competent Authority or to prevent imminent damage to life or property) may be given or withheld entirely at the discretion of the Park Manager;
 - e) Not use any electrical extension lead in the Park unless the electrical extension lead has been tested and tagged in accordance with Australian Standard 3760;
 - f) Not use any electrical appliance or do anything reasonably likely to cause any power head, services pillar or other electrical installation servicing the Site to be overloaded;
 - g) Obtain, at the cost of the Permit Holder, a certificate of electrical safety in respect of the site if reasonably required to do so by the Park Manager, and provide the Owner with a copy of the certificate upon request
 - h) Only park on the Site the number of Vehicles specified in the Schedule and not park Vehicles within the Park other than within areas designated for that purpose;
- 3) Offensive behaviour
 - a) The Permit Holder agrees not to
 - i) interfere with or cause or permit interference with, or allow any person that the Permit Holder invites into the holiday park to interfere with the reasonable peace, comfort or privacy of any neighbour of the Permit Holder or any other person lawfully in the Crown land holiday park, or the proper use and enjoyment of the Crown land holiday park by the other Permit Holders or users of the holiday park;
 - ii) cause or allow a nuisance.

- 4) Use of the Site
 - a) The Permit Holder agrees:
 - i) not to use the Site, or cause or permit the Site to be used, for any illegal purpose, and
 - ii) not to use the Site, or allow any person that the Permit Holder invites into the Crown Land Holiday Park to use the Site, as a permanent residence within the meaning of the Residential Tenancies Act 1997.

- 5) Visitors
 - a) The Permit Holder must make prior arrangements with, and obtain the consent from the Park Manager if the dwelling is to be occupied by a Visitor.
 - b) The Park Management may charge the Principal Occupant additional site fees in respect of any visitor who stays on the Site. Any such additional Site fee will be no greater than that which is charged for additional persons occupying short term tourist sites in the Park.
 - c) Any failure by a visitor to observe the terms of this Agreement or of the Park Rules shall be deemed to be a default by the Principal Occupant.
 - d) Visitors may not stay on the Site or in the Dwelling for longer than the period specified in this agreement
 - e) No more than the number of visitors specified in this agreement may stay at the Site or in the Dwelling at any time.
 - f) All Occupants and Visitors must be accommodated in the Dwelling. At no time is any person permitted to camp on the Site.

- 6) Cleanliness of and damage to the Site
 - a) The Permit Holder agrees:
 - i) to keep the Site reasonably clean, and
 - ii) to notify the Park Manager as soon as practicable of any damage to the Site, and
 - iii) not to intentionally or negligently cause or permit any damage to the Site or any other part of the Crown land holiday park, and
 - iv) when this Agreement ends, to leave the Site vacant and reasonably clean and fit to use (fair wear and tear excepted).

- 7) Alterations and additions to the Site
 - a) The Permit Holder agrees not to attach any fixture or renovate, alter or add to the Movable Dwelling or the Site, other than as required for reasonable repairs, without the Park Manager's prior written permission.

- 8) Attending your site
 - a) The Permit Holder agrees to always advise the Park Managers when attending the Park.

- 9) Selling the Movable Dwelling
 - a) The Permit Holder agrees:
 - i) Not to sell the Movable Dwelling while it is on Site without notifying the Park Manager
 - ii) To comply with the process prescribed in the Park Rules (Schedule 2) for the sale of caravans
 - iii) To ensure all prospective buyers are provided with a copy of the *'Notice to Prospective Buyers'* (Schedule 1)

- iv) To relinquish their permit to the Park Manager upon sale of the caravan.
- v) That the 12 month permit is not transferable except where the Park Manager allows the transfer of the unexpired 12 month permit to the Permit Holder's spouse or child in the case of the Permit Holders death or incapacity.
- vi) If the vendor decides not to proceed with the sale, they must advise the Park Manager.
- vii) To ensure all prospective buyers are provided with a copy of the Park Manager's most recent annual inspection report.
- viii) To ensure all prospective buyers are made aware of the Sales/Administration fee in Schedule 3 payable by the buyer to the Committee.

10) Agreement not to transfer

- a) The Permit Holder and the Park Manager acknowledge that the Permit Holder cannot transfer the whole or part of the Permit Holder's interest under this Agreement, except in the case of the Permit Holder's death or incapacity. In these circumstances, the unexpired period of the term covered in this permit may be transferred to the Permit Holder's spouse or child.

11) Agreement not to install an unregistrable movable dwelling on the Site

- a) The Permit Holder acknowledges that the Permit Holder must not install any unregistrable movable dwelling in the Park.

12) Movable Dwellings must be registrable and roadworthy

- a) The Permit Holder agrees to provide the Park Manager with evidence that the van to be used on the 12 month permit Site has been certified as registrable and roadworthy within the last five years.
- b) The Permit Holder agrees to maintain the Movable Dwelling according to the standard required by any relevant regulations under the Road Safety Act 1986 or corresponding interstate law.
- c) Existing dwellings in the Park may be exempt, at the sole discretion of the Committee.

13) Condition of Movable Dwelling and other structures

- a) The Permit Holder agrees to make sure that the Movable Dwelling and any other structure that the Permit Holder is permitted to erect is kept in a condition allowing it to be moved.

14) Comply with inspections

- a) The Permit Holder agrees to rectify reasonable or required safety measures, maintenance issues, and other repairs identified by Park Managers as necessary to ensure the Park's safety and amenity standards are maintained.

Division 2 - Obligations of the Park Manager

1) Permit Holder's right to no undue interruption

- a) The Park Manager agrees that the Permit Holder will have use of the Site without undue interruption by the Park Manager.

2) Cleanliness

- a) The Park Manager agrees to make sure the Site, everything provided with the Site for use by the Permit Holder, and the common areas of the Crown land holiday park, are reasonably clean and fit to use

- b) The Permit Holder agrees to take reasonable care of her or his Site, everything provided with the Site for her or his use and the common areas of the Crown Land Holiday Park.
- 3) Tradespeople allowed to come in
- a) The Park Manager and Permit Holder agree that any tradespeople that the Permit Holder reasonably requests should be allowed into the Crown land holiday park will be allowed in without unreasonable interference
 - b) The Permit Holder agrees that any tradespeople that the Park Manager reasonably requests should be allowed on the Site will be allowed in without unreasonable interference.
- 4) Permitting family members of Permit Holder and others to temporarily use a Site
- a) A family member of the Permit Holder or any other person may temporarily use the Site if they have the prior permission of the Permit Holder and the Park Manager.
 - b) The Park Manager and Permit Holder agree that the Park Manager may demand proof that the family member of the Permit Holder or any other person has the permission of the Permit Holder to use the Site. That proof may be given in person, in writing or over the telephone.

Part 4 – Ending or termination of this Agreement

Division 1 - When can this Agreement be ended?

- 1) Ending this Agreement
- a) The Park Manager and the Permit Holder agree that this Agreement can be terminated in one or more of the following circumstances:
 - i) if the Park Manager or the Permit Holder gives notice of termination under this Part,
 - ii) if the Permit Holder has Abandoned the Site,
 - iii) if the Permit Holder delivers up vacant possession of the Site with the prior permission of the Park Manager, whether or not that permission is subsequently withdrawn,
 - iv) by disclaimer (for example, on repudiation by the Permit Holder accepted by the Park Manager),
 - v) if the fixed term ends and no arrangement has been made for the issue of a new permit.
- 2) Permit Holder obligations at the end of this Agreement
- a) When the time for this Agreement ends the Permit Holder must remove her/his van and any accessories from the Site, except where the committee of management has approved the sale of the van on-site.

Division 2 - When can the Permit Holder end this Agreement?

- 1) Termination by Permit Holder on breach of Agreement
- a) The Park Manager and the Permit Holder agree that the Permit Holder may give the Park Manager a notice of termination of this Agreement if the Park Manager has breached a term of this Agreement.
 - b) The Park Manager and the Permit Holder agree that a notice of termination given under this Clause must give at least 14 days' notice as to the day on which vacant possession of the Site will be delivered up to the Park Manager.

Division 3 – [Blank]

Division 4 - When can the Park Manager end this Agreement?

- 1) Termination on breach of Agreement
 - a) The Park Manager and the Permit Holder agree that the Park Manager may give notice of termination of this Agreement to the Permit Holder if the Permit Holder has breached a term of this Agreement.
 - b) The Park Manager and the Permit Holder agree that a notice of termination given under this Clause must not specify a day earlier than 14 days after the day on which the notice is given as the day on which vacant possession of the Site is to be or will be delivered up to the Park Manager.
 - c) The Park Manager and the Permit Holder agree that a notice of termination given by a Park Manager on the ground of a breach of the Agreement to pay Permit Fees has no effect unless the fees have remained unpaid in breach of this Agreement for not less than 14 days before the notice is given.
 - d) The Park Manager and the Permit Holder agree that a notice of termination given by a Park Manager on the ground of a breach of the Agreement to pay Permit Fees is not ineffective merely because of any failure of the Park Manager or the Park Manager's Representatives to make a prior formal demand for payment of the fees.

Division 5 - Notices of termination

- 1) Notices of termination
 - a) The Park Manager and the Permit Holder agree that a notice of termination must:
 - i) be in writing, and
 - ii) state the address and Site number of the Site, and
 - iii) be signed by the Park Manager or their representatives, and
 - iv) be dated, and
 - v) allow the required period of time, and
 - vi) give the date the Permit Holder intends to, or is required to, give vacant possession, and
 - vii) give the reasons for ending this Agreement (if any), and
 - viii) be properly given.
- 2) How notices are properly given
 - a) The Park Manager and the Permit Holder agree that a notice of termination given to the Permit Holder may be:
 - i) posted to the Permit Holder's Site and to the Permit Holder's address in Schedule 3, or
 - ii) given to the Permit Holder personally, or
 - iii) issued via the email noted in Schedule 3.
- 3) The Park Manager and the Permit Holder agree that a notice of termination given to a Park Manager may be:
 - i) posted to the Park Manager address in Schedule 3, or
 - ii) given to the Park Manager or to the Park Manager's Representatives personally.

Division 6 - Miscellaneous

- 1) Apportionment and recovery of Permit Fees on termination
 - a) The Park Manager and the Permit Holder agree that the Permit Fees payable under this Agreement accrue from day to day and on termination or end of the fixed term any outstanding permit fee is payable.

- 2) Breach or notice of termination not waived by acceptance of Permit Fees
 - a) The Park Manager and the Permit Holder agree that a demand for, any proceedings for the recovery of, or acceptance of, Permit Fees payable under this Agreement by the Park Manager:
 - i) does not operate as a waiver of:
 - ii) any breach of this Agreement, or
 - iii) any notice of termination on the ground of breach of this Agreement given by the Park Manager, and
 - iv) is not evidence of the issue of a new permit.

- 3) Abandoned Goods
 - a) If the Principal Occupant fails to comply with a termination notice:
 - i) the Dwelling and any other property belonging to the Occupants shall be Abandoned Goods and shall be held by the Owner under bailment on and from the day after the End Date;
 - ii) the Principal Occupant must pay to the Park Manager a daily storage fee equivalent to the overnight rate charged to tourists for sites in the Park as at the End Date.
 - iii) The Park Manager must take reasonable care of the Abandoned Goods.
 - iv) within 7 days of the End Date the Park Manager must give notice in writing to the Principal Occupant advising that the Abandoned Goods are to be collected from the Park by the date specified in the notice (which must be not earlier than 28 days after the date of the notice);
 - v) advising of the storage fees payable and requiring them to be paid; and
 - vi) advising that the Owner expects to be relieved of any duty to safeguard the Abandoned Goods.

 - b) If the Principal Occupant fails to collect the Abandoned Goods by the date specified in the termination notice or, if having taken reasonable steps to do so, the Park Manager is unable to locate or communicate with the Principal Occupant, the Abandoned Goods shall be uncollected goods within the meaning of, and must be dealt with by the Park Manager in accordance with, Part 4.2 of the Australian Consumer Law and Fair Trading Act 2012 (Vic).

Part 5 – Renewal of this Agreement

- 1) No right of renewal
 - a) The Park Manager and the Permit Holder agree that the Permit Holder has no right to renewal of this fixed term Agreement.

- 2) Issue of a new permit to the Permit Holder
 - a) The Park Manager may accept an application for a new 12 month permit from the Permit Holder but is under no obligation to issue the Permit Holder with a new permit.
 - b) The Park Manager agrees that the Permit Holders will be dealt with fairly and transparently according to the processes set out in the Park Rules (Schedule 2) for issuing of permits.
 - c) The Permit Holder agrees that, where the Park Manager determines to issue the Permit Holder with a new permit, the Park Manager is under no obligation to allocate the Permit Holder the same Site allocated in this fixed term Agreement.

Part 6 – Agreement to minimise loss

- 1) Parties to minimise loss from breach of Agreement
 - a) The Park Manager and the Permit Holder agree that the rules of law relating to mitigation of loss or damage on breach of a contract apply to a breach of this Agreement. (For example, if the Permit Holder breaches this Agreement the Park Manager will not be able to claim damages for loss that could have been avoided by reasonable effort by the Park Manager.)

Part 7 – Access to the site

- 1) Park Manager's access to the Site
 - a) The Permit Holder agrees that the Park Manager, the Park Manager's representatives or any person authorised in writing by the Park Manager, during the currency of this Agreement, may enter the Site only in the following circumstances:
 - i) in an emergency or in urgent circumstances (including entry for the purpose of carrying out urgent repairs),
 - ii) if required to by a direction of the Committee of Management or the Department of Energy, Environment and Climate Action,
 - iii) if there is good reason for the Park Manager to believe the Site is Abandoned,
 - iv) if electricity, water or gas is supplied to the Permit Holder by the Park Manager, to inspect and read an electricity, water or gas meter situated on the Site,
 - v) to carry out regular maintenance and caretaking of the Site, such as by mowing the lawn,
 - vi) to carry out functions required under any legislation,
 - vii) for other circumstances where the Permit Holder agrees, and
 - viii) for purposes as required for inspections.

Schedule 1: Notice to Permit Holders

- 1) Notice to Permit Holders
 - a) Under regulations made under Section 13 of the Crown Land (Reserves) Act 1978 the Lang Lang Foreshore Committee of Management may grant permits and make rules for the operation of the Park.

- 2) Permit Holders should note:
 - a) The Park is situated on Crown land and is managed in accordance with Government policy and Victorian law for the benefit of all Victorians.
 - b) The Site is hired for 12-month tenure and there is no guarantee for a term beyond the yearly agreement.
 - c) Sites can only be used for a maximum of 59 consecutive nights per year and a total of 180 days in a calendar year. Sites cannot be sublet and:
 - d) It is Victorian government policy that Crown land caravan and camping parks should not acquire permanent residents, i.e. a person who occupies a Site as their only or main residence.
 - e) These permits are not automatically granted and if granted the user must abide by strict conditions that are set out on the permit.

- 3) If these conditions are not followed, the permit can be revoked, and the permit holder may be subject to prosecution for breaches against the Crown Land (Reserves) Act 1978 and associated regulations.

- 4) Applicants must also be aware that a permit may be revoked under the direction of a DSE Authorised Officer where extreme weather events are predicted or are present.

Schedule 2: Park Rules & Conditions

These Park Rules complement the Crown land (Reserves) Act 1978, Crown Land (Reserves Regulations 1997) and the Residential Tenancies (Caravan Parks and Moveable Dwellings Registration & Standards) Regulations 1999.

The Park is controlled by a Committee of Management for the Department of Energy, Environment and Climate Action (DEECA) and the appointed Park Manager or their representative has control of the Park in all matters relating to its operation.

Occupancy in the Park is conditional upon the Occupant complying with these requirements.

An occupier must:

- Use the Campsite, Site or Boatshed, the Park and facilities properly and ensure their visitors do the same.
- Not do anything in the Park which interferes with the privacy and peace and quiet of other occupants of the Park, or with their proper use and enjoyment of the Park.
- Keep their space clean and tidy (for caravans and Boatsheds, this is inclusive of 1.5m around the outer limit of any structure).
- Not erect any structure without the consent of the Park Manager.
- Any buildings, structures, alterations or additions to a caravan or Boatshed must be approved by the Park Manager and (if applicable) Council or any other governing authority. Applications must be lodged in accordance with Park procedures.
- Pay their fees and any other charges per any applicable Agreement.
- Abide by the directions from a member of staff or an agent of the park in the upholding of Park Rules and Conditions.

A campsite site booking:

- Includes 1 van (OR) 1 large tent (OR) 2 small tents (e.g. 2-person tent or swag)
- Includes 1 car (only); 1 boomgate code per site allows 1 car access (only).
- If you have boats and/or a trailer, please speak with the Park Office PRIOR to arrival to arrange alternative parking / storage.
- All camping equipment including your car, gazebo, matting, and ropes MUST be contained within your allocated site.

THE FOLLOWING PARK RULES & CONDITIONS ARE TO BE OBSERVED BY ALL OCCUPIERS

To ensure everyone enjoys their stay, please familiarise yourself with the following!

- 1) **Air Conditioners and Heaters** – They must be turned off when not in a caravan dwelling. These are not permitted in Boatsheds.
- 2) **Amenities** –
 - a) Children under 7yrs must be accompanied to the amenities and any recreation room by an adult
 - b) Cleaning of fish, washing of dogs and smoking in the amenities block is prohibited
 - c) All dishwashing can be done in the laundry
- 3) **Arrival and departure** – Campsite check-in is from 2:00pm. Check out time is 10:00am.
- 4) **Assembly Areas** – Please refer to the evacuation procedures handout.

- 5) **Ball Games** – Football, cricket and other ball games should be played in open space and not near vans, camp sites, BBQ area or amenities block where damage may occur, and other Site occupier's enjoyment may be affected.
- 6) **BBQ** – Please clean the BBQs after use the best you can for the next person, but do not pour water onto them after use.
- 7) **Behaviour** – All Site occupiers have a right to the peaceful and enjoyment of their Site. Excessive noise, unruly behaviour or bad language will not be tolerated at any time. Site occupiers in breach of this condition may be evicted immediately, with no refunds given.
- 8) **Bicycles**, skateboard and scooters may be used during daylight hours only. Park entry and amenities areas are always to be kept clear. Bicycle helmets must be worn when riding bicycles and scooters.
- 9) **Boats** – Cleaning of boats on site is prohibited in the Park. Cleaning of your boat and cleaning of fish can be done at the boat ramp outside the Park. 1x boat and trailer may be kept outside a van or Boatshed if it does not encroach on any part of the roadway, or on any other Park Site, and are permitted only if they can be contained within your permit or license boundary.
- 10) **Boatsheds / Annual caravans** – These are spaces held by Permit and License Holders at the Park, and we ask all Park campers to respect these spaces. Other Park guests are not permitted to use the decking or socialise around the boatsheds or annual vans.
- 11) **Boom gate** – The code given to you at check in is for your own use and not to be given to visitors, no tailgating is permitted to enter the park. A maximum of two codes will be issued per permit or license, and one per campsite. Misuse of the boom gates including tailgating, sharing your boom gate pin or allowing other vehicles other than your own, into the Park will result in eviction from the park. No refund will apply
- 12) **Camp kitchen** – is available for washing dishes and food preparation. There is a stove, toaster, kettle, refrigerator and microwave for guest use. Please DO NOT clean fish in the kitchen.
- 13) **Caravans** – All vans must be Sited with their drawbar facing the road and gas bottles secured.
- 14) **Children** – Please supervisor children at all time to ensure their safety.
- 15) **Cleanliness** – All Park users must keep their site clean and all gear stored securely and in a tidy manner to ensure it does not detract from the general standard of the Park. Please ensure campsites and accommodation are left clean and tidy on departure, including removing all rubbish.
- 16) **Code of conduct** – Abuse of any sort, including verbal, physical, psychological, including related to a sense of safety, health or wellbeing, real or implied, toward any member of the Park team, or Park visitor, will not be tolerated. The Park Manager reserves the right to take any action it deems reasonable and necessary to prevent, stop, or otherwise ensure such conduct is not encountered.
- 17) **Dump point** – The waste facility is located near the amenities block.
- 18) **Electricity** – Electricity connection leads must be of a rating of 15amps and tagged. All power leads are to be removed from the power box when the site is being occupied.
- 19) **Firearms** – Guns, rifles or other weaponry, poisons, traps and snares are not permitted within the Park or reserve area.
- 20) **Fires** – Fires are not permitted during Fire Danger Period (generally between Dec and April) or Total Fire Ban days. Other times you may have a fire as long as it is in a contained vessel (fire pits are available to hire), the area 3 metres around and above it is cleared completely of flammable material, there is sufficient water in case of emergency, and it is completely extinguished before leaving. See the Park Manager on site before having a fire.
- 21) **Fire Bans** – In accordance with CFA Regulations the use of portable gas BBQs (including kettle/Weber style BBQs) & solid fuel camp ovens and appliances such as gas cooktops, lights or fridges is not permitted in the open, in a tent, annexe or tent like trailer on days of total fire bans in the Park or Reserve.
- 22) **Fire Safety** - All caravans/Boatsheds to be fitted with a working smoke alarm and in-date fire extinguisher.
- 23) **Flooding** – The Park can be subject to high tides and localised flooding at certain times of the year.
- 24) **Garbage & hard rubbish** – Bins are located at the amenities block. Waste from each site must be disposed as follows:
 - a) Cans and bottles in bins provided.
 - b) Food scraps to be wrapped up before putting in bins.

- c) Cardboard to be broken up before putting in bins.
 - d) Waste from the sink to be caught in a container and disposed so as not to create a health hazard.
 - e) No hard rubbish to be dumped in Park skip, pavilion, laundry or any area of the Park or Reserve.
 - f) Items not considered general household waste or household recycling are not permitted to be disposed of at the Park or Reserve.
- 25) **Gas bottles** – The LPG gas bottle expiry date exists for safety reasons. Gas bottles must be checked in accordance with legal requirements every 10 years and date stamped. Expired gas bottles must not be used in the Park and must not be refilled.
 - 26) **Generators** – Use of generators is prohibited.
 - 27) **Grey water** – Grey water must be contained and not allowed to “drain” onto the ground.
 - 28) **Hazardous items** – at no time may flammable liquids be stored in or on your site
 - 29) **Insurance** – It is the responsibility of a Permit or License Holder to hold current public liability insurance on your van or Boatshed. A copy of the current policy must be filed with the Park office.
 - 30) **Keys** – A Permit or License Holder will provide keys to the annual van or Boatshed to the Park Manager for use in emergencies and other reasons outlined in Part 7 of the Agreement.
 - 31) **Laundry** – Biodegradable and non-antibacterial laundry powder and dish washing liquid must be used.
 - 32) **Leases** – are not transferable.
 - 33) **Lost Property** - Lost property can be handed in at the office and will be held for 1 month. Management does not accept any liability for loss or damage or lost property in the Park.
 - 34) **Noise** – “Noise” is defined as anything audible from an adjoining Site. Noise is required to cease by 10pm. Park quiet time is between 10pm to 8am.
 - 35) **Office Hours** – These are posted at the Reception office. After hours emergency phone: **5997 5220**.
 - 36) **Parking** - You may have one (1) car and boat on your site if space permits. One (1) additional car may be parked in the car park at the amenities block if there is space.
 - 37) **Personal property** - Park management accepts no responsibility for a camper’s property at any time.
 - 38) **Pets** – A signed surety is required at the time of check-in. Pets must always be on a lead or contained within the Park. Owners must collect and dispose of your pets’ waste or droppings. Pets are not permitted around the amenities block, pavilion or any public communal facility. Do not wash your pet’s blankets or items in our laundry.
 - 39) **Property storage** – Patrons are advised to ensure their property and valuables are stored securely.
 - 40) **Residential** – use is not permitted in the Park. Occupancy for annual caravan sites is restricted to a maximum of 59 consecutive days and 180 days in total for the year.
 - 41) **Sales of caravans** – Before the sale of any caravan and annex the following must be completed:
 - a) Notify the Park of your intention to sell. The Application for sale form is available at the Park Reception office.
 - b) Advise any prospective purchaser that they make their own enquiries of the Park for prospects of entering into an Annual Site or Boatshed Agreement.
 - c) A qualified gas plumber must check all gas fittings (if applicable) and bottles and supply a certificate of certification; these must be handed to the new owner on settlement.
 - d) The Administration Fee noted in Schedule 3 is to be paid to the Committee by the purchaser at the time of application.
 - 42) **Sites** – The occupants must keep the site clean and all gear stored securely and in a tidy manner and maintain their site, caravan or Boatshed as to not detract from the general standard of the Park. The structure must also be kept secure.
 - 43) **Smoking** – Smoking of tobacco products and e-cigarettes is strictly prohibited by state / territory law:
 - a) Inside or within 10 meters of any buildings within the park, this includes, but not limited to cabins, amenities block, camp kitchen, reception, pavilion.

- b) Please note: Failure to comply with our smoking policy will result in a \$250 fee being charged to your credit card or forfeiture of your cash deposit. You may also be subject to penalties or fines as set out by State/Territory Law.
- 44) **Speed limits** – People and vehicles share the Park roadways so the speed limit **MUST NOT** exceed 10kph. This applies to the whole Park, including the entrance and the public car park. If you exceed this it will be brought to your attention, if you exceed it again, you will be denied vehicle access.
- 45) **Tents** – No additional tents or like structures are allowed on caravan or Boatshed sites. Caravan sites must not be occupied by any more persons than there are beds in the dwelling i.e.: visitors to a site may **NOT** erect a tent in addition to the principal occupants dwelling, unless authorised by the Park Managers.
- 46) **Underground services** – Pegs or stakes may be driven into the ground to a depth not more than 400mm to avoid underground electricity and water services.
- 47) **Vegetation** – Regulations prevent the destruction of any plants in the Park and on the foreshore, or the removal of sand and loam.
- 48) **Visitors** – Any visitors to the Park must notify the office on arrival. All visitors must leave the park by 10pm, otherwise an overnight fee will be charged.
- 49) **Washing lines** – Washing lines are not to be strung around campsites, trees or outside Park units. Washing lines are located behind toilet block area.
- 50) **Waste / Dump Point** – Dumping of chemical toilet waste is unsuitable for the treatment plant. A biodegradable product must be used.
- 51) **Water** – The Park uses bore water for showers and laundry, which is not suitable for drinking. Guests must turn off any water supply when it is not in use.
- 52) **Work Health Safety Act** – Guests and their visitors must ensure the site is safe and without risks to health in accordance with the *Work Health and Safety Act 2011*, and to a standard acceptable to Park management.

PLEASE BE ADVISED – Any infringements of the above Park Rules may result in your stay being cancelled and a requirement to vacate the premises without a refund.

EMERGENCIES and EVACUATIONS – Follow the instructions of the management staff. Turn off all power and gas to your site (if safe to do so), gather your family, walk to the evacuation area as directed by the Park evacuation plan or management staff. **DO NOT** attempt to move caravans or vehicles and follow directions by emergency personnel or management staff during and after the evacuation.

Schedule 3: Annual Site Agreement

Description of Item	Details	
LANDOWNER:	Crown Land – Dept. of Energy, Environment & Climate Action (DEECA)	
PARK MANAGEMENT:	Lang Lang Foreshore Reserve Committee of Management Inc.	
PARK NAME:	Lang Lang Foreshore Caravan Park	
Park Address:	174 Jetty Road, Jam Jerrup 3984 P.O. Box 100, Lang Lang 3984	
Park Telephone Number:	03 5997 5220	
Email:	bookings@langlangforeshore.com.au	
PERMIT HOLDER – PRINCIPAL OCCUPANT/S: (Full Name)	Principal Occupant 1	Principal Occupant 2
Date of Birth:		
Address:		
Contact Email:		
Telephone Number:		
Vehicle Reg No. Make / Model (max 1 car per site) Boats and trailers are only permitted if able to be contained within site boundaries.		
SITE NUMBER:		
COMMENCEMENT DATE:	1st July 2023	
EXPIRY DATE:	30th June 2024	
SITE FEE: (please circle your preference)	\$2,850 per annum payable on or before the Commencement Date. [OR] \$1,425 bi-annually, the first payment of which is payable on or before the Commencement Date, then prior to or no later than 14 days of 01 January 2024 [OR] \$712.50 quarterly, the first payment of which is payable on or before the Commencement Date, then prior to or no later than 14 days of subsequent quarter-end dates of: 01 October 2023 01 January 2024 01 April 2024 ** Late payment fees apply **	
ADMINISTRATION FEE: (if applicable):	Please note that a \$700.00 fee is payable to the Lang Lang Foreshore Reserve Committee of Management's nominated bank account in this Agreement, by the	

	purchaser of any Site, at the time of application.				
PERMITTED NUMBER OF NIGHTS:	Up to 120 nights - Free 121 to 180 nights - \$15.00 per couple per night				
NAMES OF ADDITIONAL OCCUPANTS: (Full name, Car Rego No, Make / Model) (PLEASE NOTE A total of 4 occupants, including principal occupants, are included in your site fees. Extra overnight Visitors incur additional charges per night, as set out below. Also, please put any additional vehicle details not listed above here next to an additional occupant as the driver).					
MAXIMUM NUMBER OF PERSONS ON SITE OVERNIGHT (Principal Occupants plus Additional Occupants):	6				
MAXIMUM PERIOD THAT VISITORS CAN STAY AT ONE TIME:	14 nights				
MAXIMUM PERIOD THAT VISITORS CAN STAY OVER 12 MONTHS:	28 nights				
MAXIMUM NUMBER OF VEHICLES THAT CAN BE KEPT ON THE SITE AT ANY TIME:	1 + if space permits 1 boat 1x car may be parked at the carpark near the amenities block				
PLEASE LIST ANY PETS THAT MAY VISIT THE SITE (BREED AND NAME):	(Pets rules must also be signed if you have a pet).				
Cabin/Caravan Insurance company and policy expiry date:	(Please also attach an updated copy of your renewal)				
VEGETATION MANAGEMENT CHARGE: Site holders must keep the site clean (inclusive of 1.5 meters around the caravan/annex structure) and gear stored in a tidy manner and maintain the site and caravan so that it does not detract from the general standard of the Park. I accept an additional monthly charge of \$25+ GST for the grass / trees / shrubs (does not include personal garden beds) to be maintained by a contractor. If you opt out of this service and fail to maintain your site to park standards, the Lang Lang Foreshore Reserve Committee of Management may still complete this service and charge you in accordance with Residential Tenancies Act 1997.	Accept the monthly vegetation management \$25.00 charge? Yes / NO				
ADDITIONAL PARK CHARGES (if applicable)					
Charge	Amount	Payable	Purpose	Basis of review	Circumstances of review

Day Visitor Fees	\$5.00 adult \$2.50 child	At the time of visit.	To ensure that the Principal Occupant/s bears the cost of visitors using the amenities and other facilities provided by the Park Owner.	The reflection of the increased cost to the Park Owner of providing the amenities and other facilities from time to time.	Annually on 1 July in each year.
Overnight Visitor Fees	\$10.00 adult \$5.00 child	At the time of visit.	To ensure that the Principal Occupant/s bears the cost of visitors using the amenities and other facilities provided by the Park Owner.	The reflection of the increased cost to the Park Owner of providing the amenities and other facilities from time to time.	Annually on 1 July in each year.
Unregistered Visitor	\$50.00	Upon failure to register visitor prior to entry	Avoid unknown guests / visitors within the park	As required	Annually on 1 July in each year.
Late payment fee	\$25.00	Per month for each month Site Fee remains outstanding	Administration costs	As required	Annually on 1 July in each year.

Schedule 4: Safety Requirements for all Permit Holders (signature)

This is an important document, you are required to complete this safety checklist PRIOR to 1st July 2023

**** You must have the following things in place on all annual sites ****

Please write Y / N if you have these in place

Site number: _____

Please write Y / N if you have these in place

Site number: _____

Caravan compliance plate number: _____

Annex Compliance plate number: _____

Caravan Registration number: _____

Is your van currently registered? Yes / No _____

Do you have a 1 kg Dry Chemical Portable Fire in an accessible position? Expiry Date ____ / ____ / ____

Fire extinguishers do expire. They generally have a 10-12 year life expectancy from the date of manufacture. The expiration date may be on the body, the neck, the label, or anywhere on the fire extinguisher

One fire blanket

Ideally, fire extinguishers and blankets should be located in a conspicuous and readily accessible position. They should not be located in the positions where access could present a hazard to the potential user. Where practicable, they should be located along normal Paths of travel and near exists as per the regulations.

Park Site plan displayed in a prominent position marking you site position with "you are here".
(If you do not have one of these, please collect one from the office)

Working smoke alarm.

Has your smoke alarm been tested, and batteries replaced in the last 12 months?

Power leads been tested and tagged in the last 2 years? Date of next due inspection ____ / ____ / ____

RCD (Safety Switch) in working order?

Is your Gas cylinders *greater* than 200Lt and fenced or with a padlocked hood covers to prevent valve tampering in accordance with AS/NZS 1596

Is your Gas cylinders *less* than 200Lt and secured to prevent movement in accordance with AS/NZS 1596

Is your Gas cylinder relief valves facing away from the dwelling

Is your Exterior of dwelling clear of building and wood storage?

Are all external items secure?

Are there any flammable liquid stored within the van / annex or within 1.5meters

Does your can have a Towbar?

Does your van have wheels and chassis?

I acknowledge I have given true and correct information to the Lang Lang Foreshore Caravan Park. I have read and understand all the documents, including the Siteholder Agreement.

_____ Date ____/____/____

Signature of Primary site holder:

Items	Reference to policy, regulations, legislation
Electrical	<p>Electrical safety should be promoted in accordance with AS/NZS 3000 and AS/NZS 3001. AS 3001 is a specific standard for electrical installations in transportable structures (e.g. caravans) and vehicles. This standard also applies to site electrical supplies.</p> <p>The following guidelines should be followed:</p> <ul style="list-style-type: none">a. powerlines must be kept clear of vegetation and other obstructions.b. external power supply between the source and structures within the caravan park must be insulated and not contain any connections exposed to the weather.c. supply leads must be arranged so that they will not obstruct persons walking in the vicinity of any movable dwelling and are located so as to provide suitable protection against mechanical damage, damage by high temperatures or ultra-violet radiation.d. each site should have its own individual power source.e. each movable dwelling should have its own residual current device when the movable dwelling is connected to mains power.f. the use of multiple power boards and double adaptors should be discouraged.g. extension leads for connection between the external power source and the structure should be tested and tagged in accordance with AS/NZS 3760. <p>Where a supply lead is buried and, in an area, subject to pegs or anchor stakes that exceed 400mm in length, the supply lead shall be located at a depth of not less than 1 meter or have a continuous pour of concrete placed not more than 75mm above the wiring system. The concrete should have a</p>

Items	Reference to policy, regulations, legislation
	<p>thickness of at least 100mm and a minimum width of 150mm, overlapping the wiring system by at least 40mm on each side. Alternatively, the buried supply lead should have an equivalent level of mechanical protection.</p> <p>PM7 – ELECTRICAL SAFETY</p>
Smoke Alarm	<p>CFA recommendations</p> <p>Smoke alarms must be tested every 6 months and batteries changed every 2 years.</p>
Fire Blanket	<p>PP3 Occupant fire equipment Each residential structure (excluding tents) within the caravan park must be provided with:</p>
Fire Extinguisher	<p>a. portable fire extinguishers, selected and installed in accordance with AS 2444 (including signage), maintained to the appropriate standard and fit for purpose.</p> <p>b. fire blankets selected and installed in accordance with AS 2444 (including signage), maintained to the appropriate standard and fit for purpose; and</p> <p>c. smoke alarms complying with AS 3786 (these may be battery operated or hardwired), maintained to the appropriate standard and fit for purpose.</p>
Gas Bottles	<p>LP Gas storage and use within caravan parks must be in accordance with AS1596, AS5601 and Dangerous Goods (Storage and Handling) Regulations 2000. Movable dwellings must comply with AS 5601. Owners of movable dwellings should ensure that their LPG cylinders are stored in the correct location and secured in such a way that prevents movement. Clause 4.5.4 of AS 1596–2008 requires that LP Gas cylinders be secured to prevent movement or physical damage. Valves shall be safeguarded against physical damage in accordance with AS 2473.</p> <p>Clause 4.4.3 of AS 1596–2008 also sets out the prohibited locations of LP Gas bottles and includes: within a building, except where permitted by AS 1596; in a location with restricted access, where nearby constructions, fences, walls or vapor barriers could prevent cross-ventilation; under a building, buried in the ground, unless the cylinder and gas installation have been specifically designed for such a location.</p> <p><u>Restriction on ignition sources</u></p> <p>As gas bottles are fitted with pressure relief devices and vent discharging pipes, it is important that caravan park owners understand how these operate and the direction that the gas bottle may vent. AS 1596–2008 also makes reference to hazardous areas around gas bottles. Caravan Park owners must ensure that sources of ignition are not permitted within a hazardous area.</p> <p>Caravan Park or dwelling owners with service equipment such as hot water units, gas or electric, air conditioning units/condensers, or other spark or piloted equipment should ensure that this equipment is not located within this zone</p> <hr/> <p>All LPG Cylinders with a capacity if 200Lt or less are required to be restrained to prevent them from falling, located on a stable flat base and have the relief valve facing to open air in accordance with AS/NZS1596</p> <p>PM6 – LP GAS</p>

Items	Reference to policy, regulations, legislation
Flammable liquids	<p>Storage and use of flammable liquids within caravan parks must be in accordance with Dangerous Goods (Storage and Handling) Regulations 2000 and AS 1940. Guidance should be sought from WorkSafe.</p> <p>Flammable liquids storage areas should be at least 3 metres away from any dwellings and positioned to prevent a further hazard.</p> <p>PM8 – FLAMMABLE LIQUIDS</p>
Unobstructed access	<p>Minimum width of 1200mm and vertical clearance 2100</p> <p>PM1 – Firefighter access</p>
Around and between structure clear of Vegetation and storage	<p>Vegetation and storage between and around structures must be reduced and maintained. One of the key elements of Building Regulations in Victoria is to protect a dwelling from fire spread and avoid the spread of fire between dwellings. Movable dwellings, caravans and tents should be treated no differently. Therefore, the fire separation principles are based on the Building Regulations and Building Code of Australia for class 1a single dwellings, which allows for the combustibility of typical structures found in caravan parks.</p> <p>PM3 - Fire separation</p>
Gardens	<p>Establishment of gardens on sites is not permitted. Potted plants are allowed, provided they are within the site boundaries and easily removable</p>
Towbar	<p>Unregistrable mobile dwellings [mobile dwellings that are not eligible for registration under the Road Safety Act 1986] are not permitted in Crown land caravan and camping parks.</p>
Wheel / chassis	
Exterior items secured	
Compliance Plate	<p>A person must not install a UMD or a rigid annexe into a caravan park unless it has a compliance plate. This requirement applies to new or relocated UMDs or rigid annexes, but not to those constructed prior to 1 November 1993 (when the requirement first came into effect), unless they are to be relocated.</p> <p>Compliance plates are an important aspect of the self-certification of construction standards. A person who constructs a UMD or rigid annexe to be installed in a caravan park must be able to state on the compliance plate that the dwelling complies with the Regulations (and include their name and address along with the year of construction). Seeking advice from a Registered Building Practitioner is recommended to confirm that compliance has been achieved. A compliance plate must be permanently fixed on to a UMD (including “ensuite” type UMDs) or rigid annexe at construction. A compliance plate should also be provided if additions (such as a deck or verandah) or alterations (such as increasing the size of a dwelling) are undertaken following initial installation.</p> <p><i>RTA 2020 Division 3—Standards for movable dwellings and annexes. 37 Compliance plate</i></p>
Annex	<p>Rigid annexes must be constructed to comply with Australian Standard AS/NZS 1170.1 and AS/NZS 1170.2.</p> <p>A rigid annexe may be up to 3.6 metres in width but must be no longer than the body of the movable dwelling to which it is attached, regardless of whether it is attached to a registered movable dwelling (i.e. caravan) or a UMD. These measurements refer to the enclosed area of the annexe and do not include a deck or verandah which is attached to the annexe.</p>

Items	Reference to policy, regulations, legislation
Overall condition	<p>Division 4 of the Regulations (Regulations 43–46) generally require that movable dwellings are maintained:</p> <ul style="list-style-type: none"> in working order. in a good state of repair. in a clean, sanitary, and hygienic condition. <p>Regulation 46 also requires park owners and the short-term occupier to keep the site clean and free of any thing or substance that may affect the health and safety of other persons</p>

Acceptance of Permit Holder Agreement Terms (signature)

BY SIGNING THIS DOCUMENT, YOU WILL BE LEGALLY BOUND BY IT

Signed by Permit Holder X

Print full name X

In the presence of X

Print full name X

Date X

Signed by/on behalf of the Park Manager X

Date X