



Boatshed License Holder – Annual Site Booking 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.

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Part 1 – License Requirements

1) Notice

BOATSHED / BATHING BOX LICENCE
CROWN LAND (RESERVES) ACT 1978 Section 17B

THIS LICENCE granted by the Licensor, the Lang Lang Foreshore Reserve Committee of Management, to the License Holder named in Schedule 3, and commences on the date set out in Schedule 3.

In consideration of the payment of the licence fee and the conditions contained in this Licence, the Licensor or a person authorised by the Licensor, at the request of the License Holder HEREBY AUTHORISES the License Holder to use the licensed site described in Schedule 3 per this Agreement.

This Licence is subject to the provisions of the Crown Land (Reserves) Act 1978 and Regulations thereunder, the licence conditions attached, and any Statutory and other Special Conditions set out in the Schedule.

2) Agreement not to transfer

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

3) Notice to Site Booking holders

- 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 56 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 his or her only or main residence.
- e) These Site Bookings are not automatically granted and if granted the user must abide by strict conditions that are set out on the Site Booking.

If these conditions are not followed, the Site Booking can be revoked, and the Site Booking holder may be subject to prosecution for breaches against the Crown Land (Reserves) Act 1978 and associated regulations. Applicants must also be aware that a Site Booking may be revoked under the direction of a DSE Authorised Officer where extreme weather events are predicted or are present.

4) Obligations of Site Booking holders

Part 2 – License fees and other charges

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

- 2) Amount of other charges (such as water, electricity or gas charges)
 - a) The Licensee agrees to pay, in connection with the Boatshed, for
 - i) gas charges
 - ii) any charges arising from compliance with government legislation and policy
 - iii) charges as set out in Schedule 3

- 3) How to pay Fees
 - a) The 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 Licensee agree in writing.

- 4) Manner of paying Fees
 - a) 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 Fees or other charges under this Agreement paid to the Park Manager.
 - iv) The Park Manager agrees that any receipt for Fees or charges must include the following particulars:
 - (1) the name and address of the Crown land holiday park, and the number of the Boatshed,
 - (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 Fees or other charges are paid, in accordance with a written agreement between the Park Manager and the Licensee, into an account at an authorised deposit-taking institution (such as a bank, building society or credit union) nominated by the Park Manager.

- 5) Fee increases
 - a) The Park Manager cannot increase the Fees during the 12 month term of this Agreement.

- 6) Refund of Fees
 - a) Any refund of fees will be based on a pro rata rate of the unexpired license.

- b) The Park Manager agrees to refund any fees paid in advance if the use of the Boatshed is ended by the Park Manager, and there is no breach of the agreement by the Licensee, before the end of the fixed 12 month term of this Agreement.
- c) The Licensee agrees that if the Park Manager ends the agreement as a result of a breach of the agreement by the Licensee, any refund of fees will be at the discretion of the Park Manager.
- d) The Licensee agrees that they are not entitled to a refund of fees if the Agreement is ended by the Licensee before the end of the 12 month term of this Agreement.

Part 3 – Rights and obligations

Division 1 - Obligations of the Licensee

- 1) Licensee's responsibility for the actions of others
 - a) The Licensee agrees to be responsible to the Park Manager for any act or omission by any person the Licensee allows on the Boatshed, or elsewhere in the Crown land holiday park, who breaks any of the terms of this Agreement.
- 2) Offensive behaviour
 - a) The Licensee agrees not to
 - i) interfere with or cause or permit interference with, or allow any person that the Licensee invites into the holiday park to interfere with the reasonable peace, comfort or privacy of any neighbour of the Licensee 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 Licensee or users of the Park;
 - ii) cause or allow a nuisance.
- 3) Use of the Boatshed
 - a) The Licensee agrees:
 - i) not to use the Boatshed, or cause or permit the Boatshed to be used, for any illegal purpose, and
 - ii) not to use the Boatshed, or allow any person that the Licensee invites into the Crown Land Holiday Park to use the Site, as a residence of any sort within the meaning of the Residential Tenancies Act 1997.
- 4) Visitors
 - a) The Licensee must make prior arrangements with, and obtain the consent from, the Park Manager if the Boatshed is to be used by a Visitor.
 - b) The Park Management may charge the Principal Occupant additional fees in respect of any visitor who stays on the Boatshed site. Any such additional 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) At no time is any person permitted to stay overnight in the Boatshed.
- 5) Cleanliness of and damage to the Boatshed
 - a) The Licensee agrees:
 - i) to keep the Boatshed reasonably clean, and

- ii) to notify the Park Manager as soon as practicable of any damage to the Boatshed, and
 - iii) not to intentionally or negligently cause or permit any damage to the Boatshed or any other part of the Crown land holiday park, and
 - iv) when this Agreement ends, to leave the Boatshed reasonably clean and fit to use (fair wear and tear excepted).
- 6) Alterations and additions to the Boatshed
- a) The Licensee agrees not to attach any fixture or renovate, alter or add to the Boatshed, other than as required for reasonable repairs, without the Park Manager's prior written permission.
- 7) Attending your Boatshed
- a) The Licensee agrees to always advise the Park Managers when attending the Park.
- 8) Comply with inspections
- a) The Licensee 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.

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 Licensee agree that this Agreement can be terminated in one or more of the following circumstances:
 - i) if the Park Manager or the Licensee gives notice of termination under this Part,
 - ii) if the Licensee has Abandoned the Site,
 - iii) by disclaimer (for example, on repudiation by the Licensee accepted by the Park Manager),
 - iv) if the fixed term ends and no arrangement has been made for the issue of a new permit.
- 2) Licensee obligations at the end of this Agreement
- a) When the time for this Agreement ends the Licensee must remove their personal property and any accessories from the Boatshed.
 - b) The Boatshed must be left in a clean, tidy and otherwise in all cases a safe state. The Licensee agrees to undertake any reasonable works to ensure this is the case, or agrees that the Committee will seek recompense from the Licensee for any such works it undertakes on the Licensee's behalf.

Division 2 - When can the Licensee end this Agreement?

- 1) Termination by Licensee on breach of Agreement
- a) The Park Manager and the Licensee agree that the Licensee 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 Licensee 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 Boatshed 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 Licensee agree that the Park Manager may give notice of termination of this Agreement to the Licensee if the Licensee has breached a term of this Agreement.
 - b) The Park Manager and the Licensee 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 Boatshed is to be or will be delivered up to the Park Manager.
 - c) The Park Manager and the Licensee agree that a notice of termination given by a Park Manager on the ground of a breach of the Agreement to pay 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 Licensee agree that a notice of termination given by a Park Manager on the ground of a breach of the Agreement to pay 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 Licensee agree that a notice of termination must:
 - i) be in writing, and
 - ii) state the number of the Boatshed, 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 Licensee 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 Licensee agree that a notice of termination given to the Licensee may be:
 - i) posted to the Licensee's address in Schedule 3, or
 - ii) given to the Licensee personally, or
 - iii) issued via the email noted in Schedule 3.
- 3) The Park Manager and the Licensee 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 Fees on termination
 - a) The Park Manager and the Licensee agree that the Fees payable under this Agreement accrue from day to day and on termination or end of the fixed term any outstanding fee is payable.

- 2) Breach or notice of termination not waived by acceptance of Fees
 - a) The Park Manager and the Licensee agree that a demand for, any proceedings for the recovery of, or acceptance of, Licensee 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 license.

- 3) Abandoned Goods
 - a) If the Principal Occupant fails to comply with a termination notice:
 - i) Any property in or on the Boatshed 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 Park Manager 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 Licensee agree that the Licensee has no right to renewal of this fixed term Agreement.

- 2) Issue of a new license to the Licensee:
 - a) The Park Manager may accept an application for a new 12 month license from the Licensee but is under no obligation to issue the Licensee with a new license.
 - b) The Park Manager agrees that the Licensee's will be dealt with fairly and transparently according to the processes set out in the Park Rules (Schedule 2) for issuing of permits.

Part 6 – Agreement to minimise loss

- 1) Parties to minimise loss from breach of Agreement
 - a) The Park Manager and the Licensee 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 Licensee 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 Boatshed

- 1) Park Manager's access to the Boatshed
 - a) The Licensee 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 Boatshed 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 Boatshed is Abandoned,
 - iv) to carry out regular maintenance and caretaking of the Boatshed grounds, such as by mowing the lawn,
 - v) to carry out functions required under any legislation,
 - vi) for other circumstances where the Licensee agrees, and
 - vii) for purposes as required for inspections.

Schedule 1: Notice to License Holders

- 1) Notice to License 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) License 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 Boatshed is hired for 12-month tenure and there is no guarantee for a term beyond the yearly agreement.
 - c) No overnight stays are permitted in Boatsheds.
 - 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 Boatshed as their only or main residence.
 - e) These licenses are not automatically granted and if granted the user must abide by strict conditions that are set out on the license.

- 3) If these conditions are not followed, the license can be revoked, and the license 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 license 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 Boatsheds** – Before the sale of any Boatshed 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 are 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: Boatshed 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	
LICENSE HOLDER(S):	License Holder 1	License Holder 2
(Full Name)		
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.		
BOATSHED NUMBER:		
COMMENCEMENT DATE:	1st July 2023	
EXPIRY DATE:	30th June 2024	
SITE FEE:	\$750.00 per annum payable on or before the Commencement Date. ** Late payment fees apply **	
ADMINISTRATION FEE: (if applicable):	Please note that a \$2,000.00 fee is payable to the Lang Lang Foreshore Reserve Committee of Management's nominated bank account in this Agreement, by the purchaser of any Boatshed, at the time of application.	
PERMITTED NUMBER OF NIGHTS:	No overnight stays are permitted in Boatsheds at any time.	
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).	

Public Liability 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.
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 Boatshed Fee remains outstanding	Administration costs	As required	Annually on 1 July in each year.

Schedule 4: Safety Requirements for all License 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 ****

Boatshed number: _____

- Park Site Emergency Management Plan displayed in a prominent position, marking your site position with "you are here" (Copy attached).
- 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?
- Gas cylinders greater than 200Lt are to be fenced or padlocked hood covers provided to prevent valve tampering in accordance with AS/NZS 1596
- Gas cylinder relief valves must be facing away from the dwelling.
- Exterior of dwelling clear of building materials.

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 this Agreement.

_____ Date ____/____/____

Signature of Primary License Holder:

Acceptance of License Holder Agreement Terms (signature)

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

Signed by License 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