

**TERMS AND CONDITIONS OF SEASONAL PERMIT OR TWELVE MONTH PERMIT FOR
THE TORQUAY, LORNE, ANGLESEA, WYE RIVER, KENNETT RIVER, SKENES CREEK,
MARENGO AND APOLLO BAY CARAVAN PARKS**

1. Words and phrases which are used in these terms and conditions and which are also defined in the Caravan and Camping Ground Rules (**Rules**) of Great Ocean Road Coast and Parks Authority. (**The Authority**) have respectively the same meaning as so defined in the Rules.
2. In consideration of the Authority, at my request, permitting the Occupants to occupy the site during the Period and on the terms and conditions contained in this Permit, I the undersigned Permit Holder **HEREBY AGREE** that I will:
 - 2.1 pay at or to the Park Manager's office on or before each due date specified in the Schedule:
 - 2.1.1 the Rent in advance and without deduction;
 - 2.1.2 the Boom Gate Pass fees (if any) applicable to the motor vehicle(s) specified in the Schedule;
 - 2.1.3 all adjustable Rent (if any) payable in pursuance of sub-clause 5.6; and
 - 2.1.4 the services charges (if any); and
 - 2.2 observe and perform and cause all other Occupants and all Visitors to observe and perform:
 - 2.2.1 the terms and conditions of this Permit;
 - 2.2.2 the Rules as altered or amended from time to time;
 - 2.2.3 the provisions of the Act and the Regulations;
 - 2.2.4 the *Crown Land Reserves (Great Ocean Road Coast and Parks Authority) Regulations*; and
 - 2.2.5 the directions of the Manager or any other Officer; and
 - 2.3 personally occupy the site during the Period and at all times be personally responsible for the behaviour and activities within the Park of all Guests of the site; and
 - 2.4 cause every Visitor upon arrival at the Park to be registered as a Visitor; and
 - 2.5 I further agree that if I breach any of my obligations under this Permit including, but not limited to, any failure on my part to cause any Occupant or Visitor to comply with sub-clause 2.2 or any part or parts of it, the Authority, at its absolute discretion, may terminate this Permit by giving Notice of Termination and in so doing retain all unexpended Rent and other fees or charges; and
 - 2.6 I further agree that the Authority may at any time terminate this Permit despite no breach of it having occurred by giving Notice of Termination if in its sole and absolute discretion it determines that the land of the site or any part of that land is required permanently or temporarily to be used otherwise than as a site or as the same site or dealt with otherwise in the interests of the Park.
3. I agree that this Permit terminates automatically and immediately if:
 - 3.1 I enter into a written agreement with the Authority to surrender this Permit; or

- 3.2** the Rent or any part of it, or any service charge or fee or any part of it, is not paid on or before the date specified for that payment, whether legally demanded or not, and the Authority gives Notice of Termination; or
 - 3.3** the Caravan is removed from the Park during the Period without the Authority's prior written consent and without the prior payment of the Rent for the whole of the unexpired Period; or
 - 3.4** ownership of the Caravan is transferred otherwise than to a person then holding a permit for the site; or
 - 3.5** the Caravan is sold, (otherwise than in accordance with the Approved Sale Process) purported to be sold or advertised for sale while situated in the Park; or
 - 3.6** The Authority terminates this Permit pursuant to sub-clause 2.5 or 2.6 by giving Notice of Termination; or
 - 3.7** an Occupant occupies the site outside the Period, whether the Authority is aware of the breach or not; or
 - 3.8** I use or attempt to use the site as my permanent place of residence whether the Authority is aware of that breach or not; or
 - 3.9** I use or attempt to use the site for:

 - 3.9.1 more than 59 consecutive days during the Period or for more than a total of 180 days during the Period under a TMP whether the Authority is aware of the breach or not; or
 - 3.9.2 more than 59 consecutive days during the Period or more than a total of 80 days during the Period under a Seasonal Permit whether the Authority is aware of the breach or not.
- 4.** I further agree that the Authority:
- 4.1** is required to give Notice of Termination only in respect of those breaches specified in clause 3 where the giving of Notice of Termination is required and may serve that notice upon me in any way provided in sub-clause 5.8 or by giving that notice personally to any Occupant or by attaching that notice to the Caravan; but
 - 4.2** is not otherwise required to give me notification of the occurrence of any breach of this Permit and I further agree that I will upon termination of this Permit vacate and cause all other Occupants and all Visitors to vacate the Park promptly and in any event within such time as the Authority requires and notifies to me.
- 5.** I further agree that:
- 5.1** The Authority is not liable for the loss, damage or destruction of any Occupant's goods, unless due to the Authority's negligence and then only to the extent of that negligence; and
 - 5.2** this Permit is not transferable and does not permit or allow any person other than an Occupant to occupy the site without the Authority's written permission; and
 - 5.3** this Permit constitutes the entire agreement between me and the Authority regarding this Permit and the site. Any prior or simultaneous permit, arrangement, agreement, promise, understanding, or undertaking is superseded by this Permit; and

- 5.4 except as provided in it, this Permit cannot be altered, amended or varied in any way except in writing under the Authority's seal or under the hand of an Officer specifically appointed for that purpose ; and
- 5.5 on the conclusion or earlier termination of this Permit I must promptly remove the Caravan and everything brought onto the site except the property of the Authority and I must leave the site in a clean, tidy and safe condition; and
- 5.6 during the Period, the Authority on my request may, but is not obliged to, alter this Permit to include any additional or substitute Occupants but not to exceed any limit imposed by the Authority for occupation on one site. Such alteration is subject to the Authority's right to adjust the Rent to cover any increase in the number of Occupants and for other applicable matters; and
- 5.7 I will not erect or construct anything on the site, including but not restricted to any annexe, fly, tent or gazebo, contrary to the Site Construction Provisions contained in clause 7 or the Rules; and
- 5.8 in addition to the provisions of sub-clause 4.1 any notice given by the Authority to me may be served on me by personal delivery to me or to any other Occupant or by being left at or forwarded by prepaid post to my address contained in the Schedule or otherwise known to the Authority and if so forwarded service is deemed to have been effected on the expiration of 5 business days from the date of posting.
6. I understand that:
- 6.1 this Permit ends at the conclusion of the Period (unless terminated earlier); and
- 6.2 unless this Permit has been breached and the breach has not been remedied, I may apply in writing to the Authority as part of its permit reapplication process for the same permit type for the same site in the following year. My application must be accompanied by:
- 6.2.1 The Authority's appropriate Permit Application form for the following year duly completed and signed by me; and
- 6.2.2 payment of the percentage of the Rent for the following year that the Authority determines uniformly in respect of this and all similar applications; and
- 6.3 on receipt of my application under sub-clause 6.2 the Authority will determine if it can issue me the Permit applied for and in so doing, it will consider all matters it believes to be relevant including but not restricted to:
- 6.3.1 any decision by the Authority to use the site or any part of it otherwise than as a site; or
- 6.3.2 The Authority being for any reason legally unable to issue me with the Permit applied for; or
- 6.3.3 in pursuance of its policy of maintaining equity between applicants for sites the Authority determines that the site will be allocated to another applicant.
- 7. Site Construction Provisions**
- 7.1 Annexes – Rigid**
- 7.1.1 rigid annexes must comply with management requirements and with the

Regulations (in particular Part 3 of Schedule 3);

- 7.1.2 annexe linings must be constructed of not less than 50mm thick modular panels or equivalents satisfactory to management requirements;
- 7.1.3 a rigid annexe must carry a compliance plate;
- 7.1.4 a rigid annexe installation requires an Installation Advice and Installation Certificate; and
- 7.1.5 the maximum combined width of a rigid annexe, and any associated awning or other structure, is 3.6 meters and its length must not extend beyond the back of the caravan body (exclusive of guy ropes and tie downs) nor in excess of 1800mm beyond the front of the caravan body (inclusive of guy ropes and tie downs).

7.2 Annexes – Non Rigid

- 7.2.1 non-rigid annexes attached to any Caravan on a site must be commercially constructed, made of canvas and kept in a good state of repair acceptable to management requirements;
- 7.2.2 the maximum combined permitted width of a non-rigid annexe, and any associated awning or other structure is 3.6 metres and its length must not extend beyond the back of the caravan body (exclusive of guy ropes and tie downs) nor in excess of 1800mm beyond the front of the caravan body (inclusive of guy ropes and tie downs); and
- 7.2.3 non-rigid annexes are not permitted in respect of a site held under a TMP.

7.3 Decking

- 7.3.1 decking may be installed only by TMP holders and must not be installed without the Permit Holder first obtaining written permission from management. The written permission must include a diagram or plan showing the approved deck design, siting and all other matters required by management;
- 7.3.2 only one area of decking may be installed on each site. This area of decking can be sited either at the:
 - 7.3.2.1 front of the caravan, and must be no greater in width than the caravan and annexe and not extend from the caravan beyond the length of the drawbar attached to the caravan; or
 - 7.3.2.2 side of caravan and must be on the principal entry side of the caravan (as determined by an Officer) and be no longer than the length of the caravan or wider than 1.2 metres; or
 - 7.3.2.3 rear of the caravan and it must not be greater in width than the caravan and annexe or extend more than 1.2 metres from the caravan;
- 7.3.3 all decking must be safe and constructed to management requirements and enable its efficient removal when required.
- 7.3.4 The Authority may at any time require unsightly or unsafe decking to be removed.

7.4 Wind Protection and Screening

- 7.4.1 wind protection, screening and similar provisions for decks is restricted to one end (short) side of the deck and must not extend beyond the drawbar or, in the opinion of an Officer create an enclosure.

7.5 Flyovers

- 7.5.1 no flyover or similar structure may be installed without prior written approval from management which may be rejected or given either with or without conditions. Approval will not be given for flyovers which are not commercially manufactured, or the engineering specifications for which are not submitted with the application for approval.

7.6 Property Storage

- 7.6.1 excess property may be stored in approved and properly constructed storage boxes;
- 7.6.2 a storage box may be installed at the front or rear of the caravan. The box must not be wider than the caravan;
- 7.6.3 maximum box height must not exceed 1.2 metres from ground level. Maximum box depth (front to back) must not exceed 1.2 metres;
- 7.6.4 materials for box construction must be appropriate for the use of the box;
- 7.6.5 if gas bottles are to be stored in a storage box it must be ventilated; and
- 7.6.6 the box must be accessible to ensure drawbar is in good condition.

7.7 Tents

- 7.7.1 Permit Holders must not erect any tent or similar structure on the site.

7.8 Minimum Safety and Appearance Standards

- 7.8.1 all caravans and annexes are required to comply with the minimum standards for safety and appearance contained in the Twelve Month and Seasonal Permit Sites Minimum Safety and Appearance Standards document available from the Park office or on the Authority's website; and
- 7.8.2 failure to rectify non-compliances within the required timeframe or repeated/regular non-compliances may result in the cancellation of the permit, without refund of fees paid.

7.9 Grass

- 7.9.1 a Permit Holder is responsible to keep the grass on the site maintained at a suitable height (eg between 25mm and 100mm. A lawn mower is available at the Park office. If a site is not maintained to this condition, management may undertake the works and recover the cost of so doing from the Permit Holder.

8. On Site Temporary Structures

No structure may be erected or placed on a site without management's written approval, which may be refused or granted either with or without conditions. All approved structures on a site are temporary, and management may require their removal, alteration, repair or replacement at anytime.

9. Sale of Caravans on Site

The management guidelines approved by the State Government covering Parks management shall apply. Details of this policy ("Approved Sale Process") may be obtained at the Park Office or on the Authority's website.

10. Site Numbers

A Permit Holder must clearly and accurately mark the number of the site he or she is occupying on the caravan in a location and size legible from the nearest Park road.