



VANS FOR SALE - FAQ

(a) What occupation fees will be charged under the new Long Term Holiday Site Agreement?

The new agreements offer two different fee structures;

- **Option 1-** \$650 payable every quarter, starting on 1st of July 2008. This option provides for any of their nominated persons to stay in the caravan and annex for 90 nights per year at no extra cost.
- **Option 2-** \$862.50 payable every quarter, starting on 1st of July 2008. This option allows any of the nominated persons to stay in the caravan and annex for 180 nights per year at no extra cost.

(b) Will there be any extra occupation fees charged during school holidays or any other busy periods?

No.

(c) Will there be any extra occupation fees charged for additional occupants or visitors?

The above annual site fee allows the Site Occupier and any of their nominated members to stay either 90 or 180 nights per year depending on the option chosen. Any nights over the nights specified with the particular option will be charged at normal tourist site rates.

There will be no additional charge when any of the nominated persons are occupying the site with or without the owner.

Any visitor (not one of the Site Occupier's nominated members) staying in the van with the Site Occupier present will be charged at the additional extra person rate.

Any visitor (not one of the Site Occupier's nominated members) staying in the van without the Site Occupier present will be charged at the normal powered tourist site rate.

(d) Will the occupant have to pay any additional or extraordinary charges (other than occupation fees), for instance any gas or water charges?

The occupant is responsible for any gas and electricity charges to the site and electricity is billed quarterly in arrears. A quarterly supply charge is also applied at this time.

(e) What are the costs of preparing the Long Term Holiday Site Agreement?

There are no costs associated with preparing the agreement.

(f) How much notice will the occupant get before occupation fees go up?

30 days notice is given for fee increases.

(g) How much notice will the occupant get before he or she is asked to leave the site or otherwise end this agreement?

This will depend on the reason that the agreement is being ended. For example, the park owner can give 7 days notice of termination where there has been a breach of the agreement (including failure to pay fees and charges), 3 months notice of termination maybe given without reason.

(h) How will any disputes about the Long Term Holiday Site Agreement be sorted out, or any other disagreements?

The park owner is willing to help resolve any issues about the Long Term Holiday Site Agreement. Any unresolved disagreements can be taken to VCAT, but no later than 30 days after becoming aware of the breach or disagreement.

(i) Can the occupant sell the occupant's moveable dwelling while it is in the Holiday Park? What restrictions are there on the occupant regarding the sale of the occupant's moveable dwelling while it is in the Holiday Park? What are the commission arrangements if the park owner sells the occupant's moveable dwelling?

Sale of a moveable dwelling while it is on the Holiday Park is only allowed with the consent of the park owner.

With consent, sales may be affected by;

- a. The van being compliant to State and Local Regulations.
- b. The occupant supplying the park owner Permission to Sell.
- c. The occupant supplying the park owner a list of all items to be included as part of the sale.
- d. The nominated sum expected from the sale (sale price).

The following restrictions apply;

- a. The occupant agrees that no external selling agent is to facilitate any aspect of the sale.
- b. The occupant agrees that all accounts, fees and any monies owed to Cohuna Waterfront Holiday Park must be paid and finalised before the sale.
- c. The occupant agrees that the park owner may refuse entry or sale of moveable dwelling while on the Holiday Park if the park owner has reasonable grounds that the incoming occupant(s) is unfit or unable to fulfil their obligations under a new Long Term Holiday Site Agreement.

The commission arrangements are:

- a. Commission, to be paid by the occupant to the park owner on sale of holiday van on site: \$500.00 (Inc GST) or 2.5% (ex. GST) of sale price (whichever is the greater).

(j) Are there any restrictions on the type of moveable dwellings allowed at the park?

The moveable dwelling:

- a. Must conform to the aesthetic standards of the park and must conform to State and Local Regulations;
- b. Must have a compliance plate specified by that regulation attached to it and a compliance plate required by the Plumbing and Drainage Code of Practice;
- c. Must be insured; and
- d. If the unit is supplied with gas from a bottled supply, the appropriate gas compliance plate must be attached.

The park rules for casual occupants also set several restrictive standards.

(k) What can the occupant put on the site besides the moveable dwelling (such as a carport or garden shed)?

Subject to written application by the occupant and with written approval by the park owner, the park owner may permit,

- a. Verandas
- b. Decks
- c. Annexe

Written approval is subject to:

- a. What the park owner will permit,
- b. What the local council will permit; and
- c. What State regulations will permit.

(l) Are there restrictions on the use of common facilities? If so, what hours are the facilities available and who may use the facility? Are there any restrictions on the use of these facilities?

Yes. The Park Rules for casual occupants set out the hours during which facilities may be used. These hours may vary depending on the time of the year. Some facilities are closed during various hours to permit cleaning and maintenance. Occupants, their visitors and guests may only use the facilities. A parent or an adult guardian/carer must always supervise children. Causing a nuisance, interfering with the peaceful use of the park facilities by others, and/or unsafe usage of any equipment is not permitted. Restrictions apply on the use of some facilities after dark. A noise curfew applies.

(m) Who pays for the cost of an occupant's dwelling being relocated within the park during the term of the Long Term Holiday Site Agreement?

The occupant must pay for any costs associated with relocating the moveable dwelling within the Holiday Park.