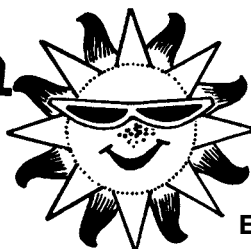


wynn dean

HOLIDAY RESORTS PTY. LTD.

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INFORMATION & DISCLOSURE STATEMENT

RELATING TO OCCUPATION IN A CARAVAN PARK AS A TOURIST ON SEASONAL SITE IN ACCORDANCE WITH THE PROVISIONS OF THE CARAVAN PARKS & MOVABLE DWELLINGS ACT 1997 & RESIDENTIAL TENANCIES (CARAVAN PARKS & MOVABLE DWELLINGS REGISTRATION & STANDARDS) REGULATIONS 2010.

THIS DISCLOSURE STATEMENT is intended for people wishing to apply for a seasonal site in Wynn dean for Season 2017/18. For the purposes of this document, Wynn dean will be referred to as “management” &/or “owner” & Park guests as the “lessee”. Please also refer to individual policies for **Sales, Replacement Procedures, Purchase Agreement, Guarantee Deposit and Works & Tradesman’s Guidelines.**

1. **2017 Tariffs**

Details of lessee occupation fees and other fees payable are as follows:-

Seasonal tariff for Season 2017/18 is based on the size of the site & is leased on a seasonal basis (financial year).

The full seasonal tariff is due in advance by 30th July 2017. All prices include GST.

Small Site	\$6, 950.00
Medium Site	\$7, 630.00
Large Site	\$8, 300.00
X Large Site	\$8, 900.00
XX Large Site	\$9, 450.00

Please note approximately 5% Discount is offered if paid in full by the due date of 30th July 2017. This will be detailed on your statement. New accounts to be paid within 21 days.

Site Charge:

For persons not accompanied by the lessee and/or spouse site charge will be applicable at peak rates during Christmas and Easter school holidays and off peak at all other times.

- \$30.00 off peak per party per night.
- \$35.00 peak periods (Christmas & Easter) per party per night.
- Unregistered persons may be charged double the normal site charge. Registration available at the office or via our website www.wynn dean.com.au

CASUAL SITES:

Christmas and Easter School Holidays (Minimum 1 week)..... \$ **585.00** per week including power

Casual Sites at other times..... \$ **500.00** per week

WEEKLY RATES:

Seasonal tariff is a discounted tariff and is due when a unit is purchased prior to the Christmas season. Sales after and/or during the Christmas season, weekly rates are applicable from the agreed change over date to the 30th June inclusive. Tariffs are payable in advance and within 21 days of unit purchase. Guarantee deposit and change-over fee are due at time of purchase.

Off Peak Rate.....\$ **110.00** per week (also covers storage)

Peak Rate (Christmas & Easter School Holidays).....\$ **585.00** per week (also covers storage)

Changeover Fee \$ **300.00**

Guarantee Deposit.....For units with MAP under \$6,000.....\$**1,000.00**

Electricity Charges

(a) Direct to Powercor where metered.

(b) or electricity charges minimum.....\$ **450.00 p.a.**

Additional Nominated Family Fee (must be applied for prior to Christmas) ...\$ **360.00 p.a.**

For this fee the nominated family may use the site under the same conditions as the lessee. Application must be requested to office prior to Christmas holidays (ie. no applications accepted between 26th December to June 30th) and will expire next 30th June.

2. **When is the seasonal tariff due?**

Seasonal tariff is due in full if purchasing a unit prior to the Christmas season. Seasonal accounts are sent in June and are **due in full by 30th July that year.** Seasonal tariffs, discounts and charges are reviewed and adjusted prior to the 30th June of each year. (This enables the lessee 60 days notice of any increases before the account is due). A discount

of approximately 5% is currently offered if seasonal tariffs are paid in full prior to 30th July. The discount amount is detailed on each account.

3. **What are the overdue surcharges?**

Seasonal tariff is due in full by 30th July each season. Seasonal tariff outstanding after 1st October (90 days arrears) will attract a 2% monthly surcharge additionally from that date and seasonal site rental may be terminated if payment is not made. Weekly rates may be applied at \$110 per week off peak and \$585 per week peak (Summer and Easter school holidays). Notice may be given to remedy the debt and if these conditions can not be met the Lessee may be given notice to vacate the site. The occupant will then remove all of their property and leave the site in a clean and tidy condition. Legal action may be taken.

4. **Cancellations & Refunds:**

Seasonal Tariffs: Site rental is not transferrable. Cancellations (including unit sales/transfers/termination) will be refunded less applicable weekly rates since 1st July. Weekly rates &/or seasonal tariff must be paid up-to date prior to a valuation being undertaken & subsequent sale listing approval.

Casual Rentals &/Subletting: A cancellation fee (10% of full amount payable) is applicable for any cancellation provided 30 days notice is given. Refunds for cancellations less than 30 days notice are at management's discretion.

5. **What are the applicable tariffs if I purchase an on-site unit (sale/transfer) during the season?**

Seasonal tariff is a discounted tariff and is due when a unit is purchased prior to the Christmas season. Sales after and/or during the Christmas season will incur weekly rates from the agreed change over date to the 30th June inclusive. Tariffs are payable in advance and within 21 days of unit purchase. Guarantee deposit and change-over fee are due at time of purchase.

6. **Do I have to submit a Seasonal Application Form?**

Yes, each year lessees are required to return this form to update our records and agree to our terms and conditions. Seasonal Application forms are sent out in June and are due on the 30th July. Lessees are able to submit this form via electronic means and also through logging on to our website www.wynndean.com.au.

7. **What is the term of the lease?**

The term of the lease shall commence on the 1st July and shall expire on the 30th June following unless sold/transferred. If sold/transferred during this period, weekly rates will apply. The commencement date of the new lease will be from the agreed change over date and shall expire 30th June following.

8. **Can the lease be renewed?**

The owner of the park may offer a new lease prior to the expiry of the existing. This may be in the form of written notice or by issuing an invoice for payment of tariffs for the next season. Renewal will not be offered to lessees who have outstanding debt or poor credit history. A Seasonal Application form must be submitted.

9. **Will I own the site?**

No. The Lessee will not own or have the property rights or legal interest to the site or land.

10. **Can the dwelling be sold on site?**

All caravan & annexe units are privately owned. The unit may only be sold on-site if the park's sales procedures including valuation are adhered to and if the Park Management has agreed to enter into a site agreement with the purchaser. The sale /transfer of a unit terminates the existing site rental. No commission is charged for our sales referral service.

- a. Seller to inform office of intentions to sell. Weekly rates &/or seasonal tariff must be paid up to date prior to a valuation being undertaken. The office will then arrange for the unit to be valued independently. A depreciated market value will be placed on the caravan/annexe/ensuite unit. This value forms the Maximum Approved Price (MAP) that the office will allow the unit to sell for on-site. The asking price will include the owner's contents value that must be itemised on the Sale/Transfer form.
- b. Replacement requirements for the incoming purchaser may be set by the office which take into account the valuation, age and condition of the caravan/annexe unit. Replacement vans should be less than 15 years old with complying annexes. Sizes of caravans & annexes must be approved by the office.
- c. Intending purchaser must contact the office prior to purchasing. Guidelines, disclosure and information sheet will be provided. Purchase Agreement and Application forms are to be completed and signed. A change-over fee is payable by the purchaser (this includes the cost of the valuation). A \$1,000 guarantee deposit will be applicable for units with a Maximum Approved Price of less than \$6,000. A caravan security check may be done by phoning **Vicroads on 13 11 71** with the caravan registration and/or VIN number.
- d. All sales and transfers of on-site units must be approved by the office before the sale is finalised. All outstanding fees and tariffs must be paid in full before on-site sale will be allowed. Upon the point of sale the office requires a copy of the receipt for the unit sale not exceeding the MAP. *Please refer to Sales Procedures for further detail.*

11. **What is the MAP & Guarantee Deposit**
The sale of caravans & annexe units on-site is subject to a valuation & the acceptance of a replacement condition by the purchaser. After a unit has been valued as part of these sales procedures, if the valuation or Maximum Approved Price (MAP) is less than \$6,000 the purchaser is required to pay a guarantee deposit fee. This deposit is fully refundable when the replacement or removal is effected by the due date or earlier. Where the agreed replacement/removal is not undertaken by the due date (subject to an agreed extension being requested & agreed) then this guarantee deposit will be forfeited and used to demolish, remove &/or dispose of the on-site unit. Re-selling of the purchased on-site unit will not be permitted. *Please refer to Guarantee Deposit Policy for further detail.*
12. **Is there any restriction on the types of moveable dwellings allowed at the Park?**
There is no age limit for units per se but the sale &/or transfer & valuation is the trigger to assess the age & condition of the unit and replacements if required. Replacement caravans must be less than 15 years of age and it's size, age and condition approved by Management. Aluminium annexes must comply with the Residential Tenancies (Caravan Parks & Movable Dwellings Registration & Standards) 2010 Regulations and approved by Management. Maximum width of annexes is 9ft/2.7m. The Park does not allow UMD's or cabins.
13. **Is there a limit on the number of days I can access the Park?**
The seasonal tariff allows the lessee & family/guests to use the Park and its facilities provided that in no event can a person stay in the Park for a continuous period of longer than 45 continuous days and a total of 120 days in a year. The site is not to be used as permanent living or listed as your primary place of residence.
14. **Can the owner require relocation of the dwelling during the term of the Agreement?**
Yes. As per the Regulations the owner can require relocation at any time upon giving 60 days notice.
15. **Who pays the cost of relocation?**
The Park owner shall reimburse the direct cost of relocation unless it is required by the direction of or to comply with a policy of any competent authority in which case the cost must be borne by the owner of the dwelling.
16. **Do I have to register guests/visitors?**
Yes. Regulations require that all persons (including children) other than the already registered Lessee, spouse, or Additional Nominated Family, must be registered at the office upon arrival. Notification & registration can now be done on-line at www.wynndean.com.au. If any persons are intending to occupy the site without the Lessee and/or spouse the office must be notified in advance of occupancy & site charge is applicable. Such notification does not negate the requirements for guests to register. The Lessee must ensure that all guests comply with Park rules and terms and as such any breach will be deemed to be a breach of the Lessee.
17. **Do my guests and /or family pay site charge if they occupy the unit without me?**
Yes. Site charge is applicable per party per night for persons not accompanied by the lessee and/or spouse. Peak rates during the Christmas and Easter school holidays and off peak rates at all other times.
18. **Can I sublet my unit through the office during the peak Christmas period?**
Yes. The office currently offers a referral service at no extra charge. Subletting forms are sent in October to customers wishing to utilise this service. Peak rate site charge is applicable per party per night for persons not accompanied by the lessee and/or spouse. Please contact the office prior to October 1st to utilise this service.
19. **Quiet Enjoyment.**
Please consider all Park occupants with no undue noise. No pets are permitted.
20. **How will disputes be resolved?**
Other than excluded disputes, disputes will be resolved by mediation procedures.
21. **Works:**
Any works must be approved by Park Management prior to works commencing. Structures may not be erected on the site without the prior consent of Park Management. Access/separations must be maintained at all times. All tradesmen must report to the office before any works are undertaken. Tradesman are required to hold public liability insurance.
Please refer to Tradesman's & Works Guidelines.
- Temporary awnings & sunshades must be removed when the site is vacated as they become very dangerous during winds. Flyovers are not to be installed. All artificial grass must be removed after the Easter period.
 - The use of personal BBQ's and gas heaters must comply with the CFA Regulations and must be portable and clear of combustible materials. No solid fuel BBQ's are to be used.
 - Vegetation is to be maintained by staff only according to the Parks Vegetation Planning Permit. Trees must not be cut or trimmed. Please contact office for any maintenance requests.
 - Tents must not be erected.
 - Air conditioners/split systems must be plugged in and approved for size & location by the Park owner. Maximum size of 1HP (3.5kw).

- Only instantaneous hot water services are to be used. These must be installed by a licensed plumber. Electric storage units are not to be used.
- All caravans must have wheels fitted. Drawbars must be attached and must not be removed unless engineered to do so.
- No structures or sheds are to be erected. This is to ensure compliance with Council & CFA Regulations.

22. **Water Supply**

All connections must be copper or poly butel for mains high pressure. Please check for the current region's water restrictions. No fixed sprinklers are to be used or connections to unapproved appliances. Water supply is provided for in seasonal tariffs.

23. **A free internet wireless service** is offered for lessees & Park guests. Please contact the office for the password.

24. **Electricity & Air conditioners**- Most sites have individual meters and therefore pay directly to the provider. Shared meters will incur applicable pro rata rates. **The electricity supply should be switched off whilst unoccupied.** All sites must be covered by a Residual Current Device (RCD) which is available for purchase from the office. One 15 amp circuit per site. No outdoor electrical appliances are to be used. Park Management approval should be sought prior to the installation of an airconditioner. One air conditioner per site with a maximum 1HP (2.5kw). Please see tradesman guidelines.

25. **Gas**

LPG cylinders are available by contacting the office or staff and must in all ways comply with Regulations. Large 45kg cylinders are to be fitted by a licensed plumber according to regulations. All cylinders, regulators & hoses must be in good condition, in-date and secure with the pressure valves facing away from units.

26. **How many vehicles may be parked on the site?**

One vehicle per site. Access for emergency vehicles must be maintained at all times. Please notify the office of any car changes. Please enquire at the office for out of season permission for parking of boats within the Park. Vehicles/boats are not to be left on-site whilst the site is un-occupied.

27. **Am I required to have fire fighting equipment in my caravan & annexe?**

Yes. Legislation requires a working smoke alarm to be fitted to all caravans and annexe units. Also a portable fire extinguisher and fire blanket should be in units. All are available for purchase from the office. Fire blankets, fire extinguishers and hose reels are strategically situated around the Park for emergencies.

28. **What are the Parks Emergency Evacuation Procedures?**

Emergency warnings including Total Fire Ban Days will be displayed at the office and on every communal building in the Park as are the below Emergency Evacuation Procedures & map. A copy for display in your unit can be obtained from the office. Emergency warning may also be advertised on our website and communicated via email.

In an Emergency dial '000' and notify the office or staff of the emergency.

When directed by emergency services you should:

- **Secure your valuables**
- **Turn off power & gas to your site (only if safe to do)**
- **Close all windows & hatches (only if safe to do)**
- **Gather your family and walk to the beach car park**
- **Do not attempt to move your car or van.**

Park Rules

- All persons other than the spouse/partner and dependent children of the lessee must register at the Office on arrival.
- Solid fuel barbeques and open fires are not permitted at any time. The use of personal gas BBQ's must comply with CFA regulations at all times. The use of personal BBQ's on a declared Total Fire Ban Day is prohibited (as advertised at the Office & on all amenities).
- No dogs or pets permitted at any time.
- One car per site. Visitors' and additional cars must be left outside the park.
- No undue noise is permitted that may disturb other guests.
- Vehicles (including bicycles) must be driven at walking pace. All roads are shared so please be mindful of pedestrians and cyclists when driving. Please ensure vehicles are parked clear of roads.
- Children under 18 are not permitted to occupy a unit unless accompanied by lessee. Out of season permission may be applied to Management.
- Hoses must be held in the hand as fixed sprinklers are not permitted on sites at any time. Please check at office for current water restrictions.
- Any works including paving, decking, electrical etc must be approved by Management prior to works commencing. Generally we prefer not to have trellis, fences or shade cloth.
- Trees must not be cut or trimmed. A council planning permit is required. Contact Management to carry out works.
- Basketball Court, bicycles, skateboards and scooters may be used in the park between 9am and dusk, providing that they do not endanger others or their property. Police advise that it is an offence to ride a bike without a helmet.
- Lessees are responsible to ensure that the above rules are strictly adhered to by their visitors and guests.
- Tents must not be erected. Sheds are not permitted in the Park.
- Outdoor artificial grass, sunshades and temporary awnings must be removed when site is vacated. Bicycles, scooters and toys should be stored internally when the site is unoccupied. All artificial grass must be removed after the Easter period.
- Non-compliance with Park Rules may result in immediate termination of the seasonal agreement.