

Manufactured Home Estates

Australian market overview



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November 2014



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Manufactured Home Estates

Australian Market Overview



INTRODUCTION

Over the last few decades the manufactured housing industry within Australia has progressively transformed from a primarily holiday accommodation caravan park product to an increasingly diversified mix of affordable permanent housing.

The manufactured housing industry has undergone immense changes since the late 1970s. Advances in manufactured home designs and increased consumer demand has driven a shift from smaller affordable housing to more high-end manufactured homes designed to resemble traditional bricks and mortar houses.

Both manufacturers of re-locatable homes and park owners have jointly worked at changing the negative stereotype of 'caravan parks' by promoting the construction of manufactured home estates' which include resort-style clubhouse and recreational facilities. This has resulted in an increase in the longer-term tenancy mix and the targeting of the over-50s market.

As the manufactured housing industry evolved and demand for such accommodation increased, manufactured housing estates are beginning to be increasingly sought as an asset class by funds and investment syndicates. These groups are looking for relatively high yielding, capital light investments providing consistent income within a favourable ageing and priced-driven market.

The manufactured housing estate market in Australia, particularly when compared to international examples such as the United States, is still relatively small and highly fragmented.

In this environment, the availability of reliable and comprehensive industry information is limited and potentially a barrier to entry to further industry investment.

In this regard, Colliers International has been engaged by GE Capital to undertake research and provide insights into the Australian Manufactured Housing Estate property market, in order to better understand both the performance and potential of the market going forward.

In preparing this report, Colliers International has undertaken research into industry segmentation, the competitive framework, user profiles, operating and ownership structures, performance benchmarking, and valuation methods.

The information in this report has been obtained from, and opinions herein are based on, sources believed to be reliable. Although great care has been taken to ensure accuracy and completeness in this report, Colliers International has not independently verified and does not accept responsibility for its completeness and accuracy of the factual information on which its opinions and assumptions are based.

Key Findings

There are an estimated 2,500 parks in Australia incorporating caravan parks, Manufactured Housing Estates (MHE's) and Tourist Parks in Australia.

NSW has the highest concentration with 39% of parks.

There are three types of Manufactured Housing Estates – Holiday/Tourist Accommodation, Long Term Residency, and Workplace Estates:

- Tourism MHE's – A mix of caravans, up to and including on site, permanent 'premium' units typically located near coastal or beach areas;
- Residential MHE's – Demand driven by over 50's alternative investment for retirees constrained by affordability issues; and
- Workforce MHE's – Popular in remote communities, such as mining towns due to the fast construction times.

Investment drivers for MHE's:

- Operators have access to long stable income stream;
- Gap between government welfare payments and rents large, supporting timely and consistent payment of rents;
- Demographic growth of the over 50's seeking affordable outer metropolitan, coastal accommodation;
- Low capital intensity for development costs;
- Undersupply of seniors accommodation nationally; and
- Land bank with medium term cash flows.

Market Regulations – Each state has its own regulations pertaining to the use and ownership of MHE's, there is no national code and in some cases, some states have no specific laws apart from residential tenancies legislation for residents.

The 8 largest MHE owners account for only 9% of the total 'stock' of parks, with the outstanding 91% being held by private owners highlighting the fragmented nature of the market:

- Queensland is the most mature MHE market, and most competitive with four major players having a presence in this market, Palm Lakes Resort is the largest player in Queensland with 11 parks, predominantly in South East Queensland region;
- The Victorian market is dominated by Lifestyle Communities in the MHE space; and
- New South Wales is highly fragmented with a diverse owner group.

The location of residents over 50 is split between metropolitan and non-metropolitan locations is also driven by park type – retirement villages and MHE's tend to be closer to metropolitan areas, whilst tourism resorts are nearly all in non-metropolitan locations.

According the basket of sites analysed, sales and yields vary dramatically on a state by state basis:

- Queensland yields range from 6.97% to 11.6%, with average rates per site of between \$30,800 to \$72,000;
- NSW yields range from 9.3% to 13%, with rates per site of between \$19,750 to \$67,000; and
- Vic yields range from 10% to 17% and average site rates of between \$10,500 to \$61,200.

Key barriers to entry into this sector includes:

- Lack of industry data;
- Limited transactions and points of sale;
- New supply restrictions;
- Under-active management of MHE's; and

Market risks for this sector are linked to:

- Volatility – The value of park assets, particularly tourism properties, as a whole is driven by the trading performance of the business. Trading performance of parks can be heavily impacted by both macro and micro economic drivers. Specifically, competing facilities in the region along with changes to operating practices and legislative changes along with variations in general trade can have a significant impact on the income and thus profitability of an accommodation venue;
- Future Marketability – The market for freehold going concern parks is considered to be improving after an extended period of inactivity; and
- Management – The subject asset class is highly sensitive and heavily reliant on the standard of management, with the revenue generated a direct correlation to the systems of operational management within the venue. Inexperienced and poor management practices could lead to reduced turnover, which can diminish the value of a freehold going concern interest.

Financing arrangements with traditional banks include:

- LVRs of 50-55%;
- Insurance Cover Ratios of 2-3 times loan value;
- Growing popularity of these developments is pushing LVRs up to 65% in some cases, with ICR's of 2-2.5;
- MHE Classification viewed as a key risk area, first time operators are unlikely to attract finance, further concentrating ownership with existing players;
- Front end expenditure on infrastructure such as roads, community facilities and the purchase of land to develop sites are headline risks, start up ventures are typically asked to provide cross collateralization of developed parks or pre-committed leases;
- Certificate of titles free of easement, are commonly required by lenders to secure sites and prevent residents from placing a caveat on sites they're occupying; and
- The management structure and systems, which provide comfort around collecting rent and providing adequate service to residents are an important component of the loan agreement, with banks requiring quarterly updates on income and resident activity.

Site fees vary from state to state, on a national basis they range from \$80 to \$180, and are eligible under the Federal Government's Rental Assistance Scheme.

Average lease terms range from 1 year to 5 years, with average occupancy rates in the sample group taken of 90%.

Market Overview

Australian Manufactured Home Estate



Evolution of Manufactured Home Estate (“MHE”)

Since the early 1960s, Australia has enjoyed relatively high rates of home ownership. Accordingly, caravan parks were developed for holiday and tourist accommodation in scenic locations, particularly along coastal areas. In choosing accommodation, holiday-makers and tourists would consider such factors as affordability and location, including proximity to picturesque tourist sights. These factors were therefore important to park operators, seeking to make a living from this service industry.

As the cost of housing continued to rise, people began to use caravan parks as a long-term affordable housing option. For some, parks have become a long-term form of housing out of economic necessity. For others, long-term living in parks was a conscious choice, as they were attracted to the surroundings and social environment. As the tourism industry is traditionally seasonal in nature, park operators were able to secure some level of stable income by allocating a portion of the park for longer term accommodation. Consequently, the mixed-use caravan park emerged.

The main target market for long-term stay modern lifestyle MHEs are younger retirees and baby boomers. The average entry age for over-50s lifestyle MHEs is over-50 to 60 years compared to the average entry age of over-70 years in traditional retirement village.

Modern over-50s lifestyle MHEs provide a wide variety of community facilities including swimming pools, tennis courts, bowling greens, community halls, parks, nature trails, barbeque areas and even marina berths.

Today's manufactured homes present in such a way that they appear to be more of a fixed building including rendered facades, high-end interior fittings and fixtures, decks, pergolas and carports.

Over-50s lifestyle MHEs offer long-term site rentals. Some top-end operators have introduced “deferred rents” similar to a deferred management fee (“DMF”) which is applied to traditional retirement villages. The deferred rent in most instances accumulates after one year of occupancy as opposed to an ongoing annual accrual as applied with retirement villages.

Modern manufactured homes combined with resort community facilities offers a favourable and more affordable alternative to traditional retirement villages. Significantly over-50s lifestyle MHEs are governed by less onerous legislation on a state by state basis, as compared to retirement villages.

The unique separation of land ownership from house ownership provides particular benefits to the residents as the weekly rent charged by the operator of such developments is indirectly underwritten by the Federal Government via Centrelink's rent assistance rebate making the lifestyle particularly affordable to retirees on a low income or pension.

Top tier over-50s lifestyle MHEs are gaining popularity and acceptance as viable alternative retirement accommodation product. This is particularly the case in resort areas, and specifically among lower and middle income retirees whose main asset is the family home and who have little, if any, superannuation.

Holiday / Tourist Accommodation

Establishment of caravan park in the 1950/60's developed for holiday and tourist accommodation in scenic locations



Long-term Residency

Evolution of the mixed-use caravan park in the 1970/80s. Increasing mix of long-term residency and acceptance as long-term affordable housing option.



Manufactured Home Estates

Growth in dedicated MHEs since the 1990s responding to increasing population ageing and need for affordable housing alternatives providing resort style facilities.



What is a Manufactured Home Estate

Manufactured Home

A manufactured home is a self-contained dwelling that is either built or packaged off-site and then transported to the estate for installation. This includes any associated structures that form part of the dwelling.

A manufactured home is also known as 'relocatable home', 'manufactured home' or 'mobile home'.

It is noted that a manufactured home does **not** include a tent, caravan or any moveable dwelling capable of being registered under the road and transport act.



Manufactured Home Estate

Manufactured home estates ("MHE") are land or estates developed specifically for manufactured homes and on which manufactured homes are installed. A MHE may be fully dedicated to manufactured homes or may contain a combination of mainly manufactured homes and a smaller proportion of caravan and/or camping sites.

Within the MHE development, there must be reticulated water, sewerage, drainage and electricity connected to each lot.



Permanent residents of MHE purchase and own the manufactured home and lease the dwelling site upon which the home is located. Residents pay a rental for the site which includes the site rental as well as the operation/management of the MHE and use of the community facilities if any provided.

The underlying land, utility connections, roads and common facilities such as swimming pool and clubhouse is retained by the land owner who operates as a manager or leases to a third party manager.

Manufactured Home Estates and Caravan Parks

Within this report, we have adopted the following distinction and definitions of caravan parks and MHEs.

Caravan parks are establishments with powered and/or unpowered sites for both caravans and other moveable dwellings such as tents, relocatable homes, campervans or motorhomes, as well as camping sites.

MHEs are a contemporary form of medium density housing development comprising land leased communities in which the residents own or rent manufactured homes on dwelling sites leased from the estate. MHEs may also offer a mix of manufactured homes and caravan sites.



Source: Australian Bureau of Statistics - Dictionary, 2011

MHE INVESTMENT DRIVERS

There are a number of investment drivers for MHEs, particularly seniors lifestyle MHEs.

Stable Recurring Income Streams

Once a site is leased, operators enjoy a stable rental income as site rental is payable as long as the dwelling resides on the land.

Income Underpinned by Government

MHEs are unique in that residents are eligible to receive rental assistance despite physically owning the home. MHE site rental increases are generally linked to government rent assistance which is usually adjusted twice a year, in line with the Consumer Price Index.

Growth underwritten by Favourable Demographics Australia's aged population (65+) is estimated to grow at twice the rate of the total population. Seniors living market penetration in Australia is expected to increase significantly, consistent with experiences in more mature overseas markets.

Growing Demand for Affordable Housing

In 2002–03, 862,000 lower-income households were experiencing housing stress, comprising 15.8% of all Australian households and 28.2% of low-income households. The decline in house purchase affordability is a structural problem created by house prices growing faster than incomes over the last half century. AHURI research finds that between 1960 and 2006 real house prices increased at an average of 2.7% each year compared to 1.9% growth in real incomes.*

Capital-Light Development Returns

The capital light development cycle of MHEs adds significant value to vacant and under-utilised land within existing MHEs and also improves site yields as the rent base increases.

The MHE market possesses a number of unique revenue, growth and cash flow characteristics that make it an attractive low-risk, capital light development returns with CPI indexed cash rents.

MHE is an attractive investment supported by Australia's demographic trends and under-supply of housing for the low to moderate income population, in particular, affordable retirees accommodation.

Shortage of Supply of Affordable Seniors Accommodation

Demand for affordable housing for older Australians is projected to significantly increase. This is due to housing affordability issues in the private rental market. Researchers have forecast that the number of people aged over 65 years in low-income private rentals will more than double by 2026.*

Fastest Growing Target Market

Seniors lifestyle MHEs target the more affordable end of the market which is the largest, fastest growing and least competitive band within the seniors living spectrum.

Retiree Wealth Liquidity

Retirees whose retirement plans were affected by the GFC are looking for alternative affordable accommodation. The seniors housing market is a “needs-driven” business and retirees who are unable to afford the purchase price for the traditional retirement villages will look for alternative retiree accommodation. MHE seniors lifestyle is the most suitable option for these retirees as they feel the security of owning their own home and yet do not require the substantial upfront capital.

Land Bank with Cash Flows

MHEs generally occupy prime coastal and waterfront locations. Additionally MHEs can be located on the outskirts of metropolitan areas where broad acre land is available and close to lower socio-economic retirees creating a solid synergy to entry.

INDUSTRY TRENDS

The manufactured home estates and tourist park industry, like many other sectors within the Australian economy, are undergoing significant change.

In recent times, there has been a decrease in the total number of caravan parks, as parks have increasingly come under redevelopment pressure, with developers attracted to the site and location attributes of freehold caravan parks in prime positions.

In the real estate market, caravan parks are often perceived as low cost, low value, temporary uses of land, typically held under single ownership, with existing services and few improvements requiring removal.

Coastal parks are often in high amenity locations close to services and tourist attractions, with many caravan parks including large level land parcels on main roads with high exposure. These attributes often result in their redevelopment for retail outlets, bulky goods or medium to high density development.

Increasing coastal land values and associated costs of land tax, rates and insurance all reduce returns on capital investment. The balance between a park's capital value as an on-going business and its land value is important in determining its future.

In many cases, the highest and best use of an operating caravan park may not be its existing use, particularly for older, smaller parks with lower occupancies

Not surprisingly, the current trend is towards business models which target residents offering higher incomes and more consistent demand.

Some of the key industry wide trends are discussed in more detail following.

Tourism Upgrade

Within the tourism and recreation segment, a recent trend by both owners and operators has been the targeted improvement of facilities for the core family target market.

Predominantly this has included the introduction of a greater number of self-contained cabins, with many parks now offering four stars and above bungalow style accommodation, alongside the more traditional holiday park style facilities.

This has increased the appeal to a broader cross section of the tourism market, and increased market share at the expense of other forms of affordable accommodation such as motels and backpacker hostels.

It has also seen the increase in franchise marketing solutions such as the Big 4 network with over 170 franchisees, which not only delivers a booking platform and marketing solutions for the owner/operator but a consistency of service standards across the chain.

Conversion and Consolidation

The strongest and broadest trend has been away from accommodating low-income renter-renters in cabins or caravans and towards increasing permanent owner-renters in manufactured homes.

This trend is evidence by both the current business strategies of company's such as Alceon and Ingenia which are actively targeting opportunities to reposition existing short term accommodation sites and improve amenity to suit the higher value over 50's Lifestyle MHE segment.

Furthermore, in NSW in particular, there has been a general trend for the older-style family owner-manager caravan park being consolidated by firms with management teams and a greater focus on profitability.



BARRIERS TO ENTRY

While as an asset class, MHEs are becoming an increasingly sought after investment opportunity, a range of barriers to entry do exist impeding the entry into the sector for new players. Some of these key barriers are outlined following.

Lack of Industry Data

Given the relative infancy of the MHE market in Australia, industry data is, particularly from a public-availability perspective non-existent.

In particular, a lack of public data on demand drivers, push-pull factors and end-user profiles increases the risk in the assessment of product demand and positioning.

Further, intellectual property including knowledge of village design, development, construction, operation and legal documentation is often tightly held within a small proportion of major players in the industry.

Limited Transactions & Entry Points of Scale

MHE's are traded infrequently. As previously mentioned, well positioned Manufactured Home Estates typically secure long term rental streams and retention of the land as the underlying core asset, makes them a rarely traded asset once complete.

In addition, our analysis of the competitive framework reveals that the vast majority of the parks are owned independently, and are well dispersed geographically, underpinning the fragmented nature of the industry structure.

These two factors combined, that being, limited transactions and a predominately independent ownership structure, often family owner-managers, means that entry points of scale are restricted and the ability to build critical mass is often reliant on an asset by asset acquisition program.

New Supply Restrictions

In addition to the redevelopment pressures previously discussed, resulting in a decrease in the total number of caravan parks, new MHE and caravan park development is also constrained for a range of reasons including:

1. Scarcity of suitable sites (large land parcel requirement);
2. Rising land values;
3. Development levies and infrastructure charges;
4. Council rezoning and development approval processes;
5. Access to a home manufacturer who can have the homes constructed to a high standard at an affordable price

In many cases, from a feasibility perspective the highest and best use of developing a suitable land parcel with the required level of planning risk is often not a MHE, but often more readily understood residential and mixed-use products.

Tourism and/or Over 50's Management Expertise

Manufactured Home Estates and caravan parks vary greatly in the range and quality of offering; however industry consultation reveals that both benefit significantly from high quality management.

In terms of MHE's specifically, their success, particularly in terms of sales rates, referral rates, as well as the rental levels charged are directly linked to resident satisfaction and the quality of management and facilities offered.

Unlike other main stream asset classes, management requirements in the Tourist Park and MHE seniors living sector is more active and end-user focused, meaning traditional real estate management structures and processes cannot be readily applied.

MARKET RISKS

Industry consultation suggests legislative change to be the predominant risk facing the current MHE model. Specifically, this relates to two separate but important issues:

As parks increasingly become an alternative to Retirement Villages, and increasingly operators such as NLV and LIC offer comparable deferred rental / exit fee structures, the line between traditional retirement villages and MHE's become increasingly blurred.

As this transition occurs, alignment/consolidation of legislation becomes between the relevant Retirement Village Act and the Residential Parks Act becomes an increasing risk. This would potentially add a level of operational costs in terms of accreditation and licensing that could erode some of the benefits currently afforded the MHE sector.

MHE's are generally considered affordable for occupants in term of both entry costs and ongoing site fees.

In regards to site fees these are generally considered affordable due to the low sum of money per week payable combined with the ability of many residents to be eligible for Commonwealth Rental Assistance (CRA).

The risk, particularly in the current environment of Government benefit review, is that changes to the age pension and associated income/asset test, could see removal of one of an important marketing point of difference for the MHE sector, where a significant proportion of 'site fee' can be underwritten by the Government.

In addition to the legislative change, the nature of the MHE and tourism industry is heavily reliant on standards of management and the degree of competition in the area, and as a result turnover and, in turn, profitability can be volatile.

Financial institutions must be cognisant of this volatility, particularly when setting loan to value ratios for freehold going concern interests in strongly performing venues.

We draw to your attention the following risks which should be considered in addition to those outlined in this report.

- **Volatility** – The value of park assets, particularly tourism properties, as a whole is driven by the trading performance of the business. Trading performance of parks can be heavily impacted by both macro and micro economic drivers. Specifically, competing facilities in the region along with changes to operating practices and legislative changes along with variations in general trade can have a significant impact on the income and thus profitability of an accommodation venue.
- **Future Marketability** – The market for freehold going concern parks is considered to be improving after an extended period of inactivity; and
- **Management** – The subject asset class is highly sensitive and heavily reliant on the standard of management, with the revenue generated a direct correlation to the systems of operational management within the venue. Inexperienced and poor management practices could lead to reduced turnover, which can diminish the value of a freehold going concern interest.

A large crowd of stylized, 3D human figures in a dark grey color, arranged in a dense, slightly disorganized pattern. One figure in the center-right of the crowd is highlighted in a bright red color, standing out from the rest. The figures are simple, blocky shapes with a rounded head and a rectangular body with a vertical line down the center.

MHE Product Segmentation

Australian Manufactured Home Estate



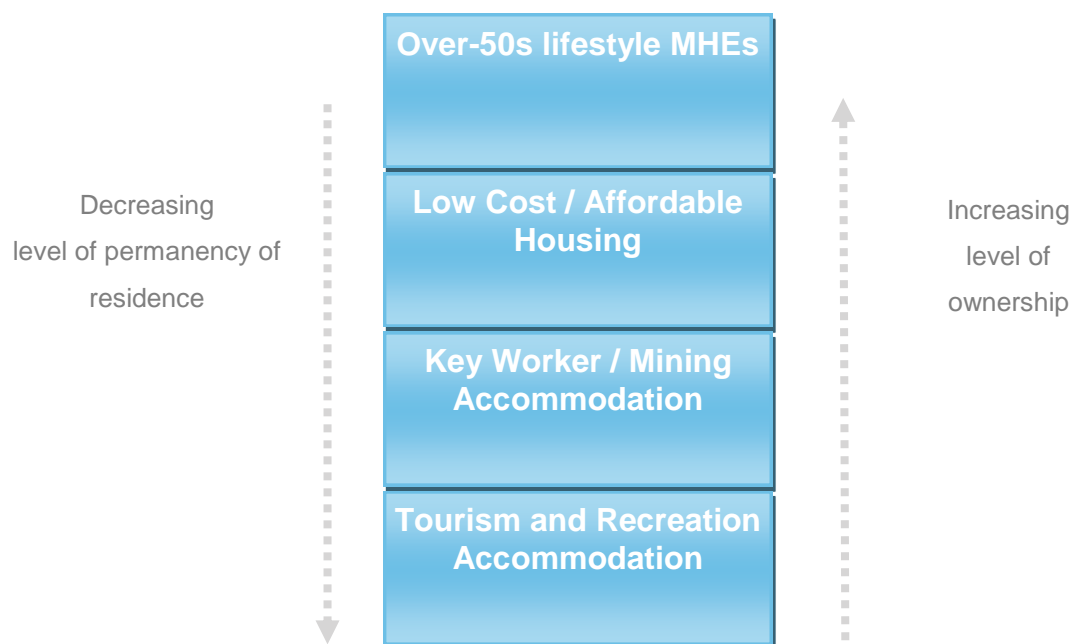
MHE PRODUCT SEGMENTATION

There are three distinct MHE product types, namely:

1. Residential MHE;
2. Workforce MHE; and
3. Tourism MHE

Although demand and drivers for each of these product types are different, they jointly create the Australian MHE industry. It is not uncommon for a MHE to service a combination of these segments. For example an operator may offer both tourism and long-term accommodation due to the temporary tenure and dwelling structures, the operator can adjust and rapidly meet market needs accordingly in order to maximize revenue. This is particularly pertinent to the workforce / mining sector where the 'life' of a mine determines the life of the MHE.

MHE Product Segmentation:





Residential MHE

Residents choose MHEs as a long-term housing accommodation solution for the following reasons:

- It is an affordable housing option which allows them to have a low maintenance home for less cost than traditional bricks and mortar options in the same locality.
- It is an affordable retirement option which is cheaper than the current retirement village equivalents.
- The lifestyle benefits and community facilities offered by MHEs.

Demand for long-term residential MHEs is expected to show strong growth due to shortages of affordable housing across Australia. The overall conditions in metropolitan housing markets are likely to influence demand for regional residential MHEs. It is expected that as shortages and price appreciations grow in metropolitan areas, it will lead to a migration shift out and towards regional towns.

Over the past decade, there has been an increase in the number of residential MHEs targeting the over-50s age group driven by the underlying fundamentals of an increasing ageing population.

Over-50s Lifestyle MHE

The primary reasons over-50s give for moving from the family home into a MHE are:

- Affordability;
- Seeking a change of lifestyle;
- To prevent social isolation;
- Require a lower maintenance property; and

MHEs cater to the growing ageing demographic while offering a value proposition to help seniors release equity from their homes to enable a better lifestyle.



The Global Financial Crisis in 2008 affected retirees and their retirement plans and expectations, thus making MHEs a more attractive and affordable mode of retirement accommodation.

MHEs generally occupy coastal and scenic locations thus providing an attractive tree-change / sea-change lifestyle whilst retaining accessibility to major urban centres.

MHEs for retirees operate under the relevant states' residential parks act and residential tenancy acts and do not come under the Retirement Villages Act. As they are not governed by the Retirement Villages act, MHE seniors lifestyle villages generally attract a younger and more active retiree group.

From a resident's perspective the advantage of living in a MHE is that there is no ongoing rates and taxes, no sinking funds to pay, mostly no departure fees payable upon exit from the MHE* and the resident gets to retain all capital gains from the resale of their home less a sales commission.

* Exceptions to this are National Lifestyle Villages (WA), Lifestyle Estates (VIC) and Palm Lake Resorts (QLD) who all charge a deferred rent.



The initial entry cost of entry to a MHE is the cost of the relocatable home which is significantly less than the purchase price of a retirement village unit.

Ongoing cost to the resident is the site rent which is generally less than that of the weekly service fees applicable in a retirement village. In addition, pensioners are entitled to receive rental assistance in a MHE thereby reducing their actual lease costs.

Upon terminating their occupancy, the resident sells their home to a new resident who then enters into a new site lease agreement with the owner/operator.

As previously noted, some MHE lifestyle village operators are moving towards an operating model similar to resident funded retirement villages whereby in addition to the site rental, an exit fee / deferred rent may be applicable.

Deferred rent ranges from 4% to 20% as compared to an exit fee of 30% to 45% in traditional retirement villages. This deferred rent is accrued after one year of tenure as opposed to an annual incremental accrual in retirement villages.

Modern residential MHEs tend to offer higher quality dwellings and facilities allowing the operator to levy a higher site rental as the grade and value of accommodation increases.

Established MHE operators including NLV, Lifestyle Estates, Palm Lake Resorts and Ingenia Communities are currently developing top-tier new purpose-built MHEs on broad acre sites. In addition, we are seeing upgrades and conversions of tourism / caravan parks into second-tier residential MHEs.

We understand Lend Lease Retirement Living and Stockland Retirement Living are conducting initial feasibility into the MHE sector. When their plans crystallise, we are likely to see MHE shift from a cottage industry into a main stream asset class. These retirement village operators see the addition of MHE as having good synergies with their existing portfolio and having the added advantage of blending the lumpy DMF with the consistent cash flow of MHE. This blend of cash flows will go some way to future proofing their retirement businesses.

	Retirement Village	Manufactured Home Estate
Entry Cost	Average purchase price of a 2-bedroom unit: 75% of median house price of local suburb	Average purchase price of 2-bedroom home: 45%-50% of median price of local suburb
Ongoing Fees	Average weekly service fees of: \$100 to \$350	Average site rental of \$120 to \$180 per week
Exit Fees	Departure fees payable to operator	Most cases, no departure fees
Capital Gains Share	Usually 50% capital gains share between resident and operator	Residents get 100% of capital gains share

Retirement Living Sector

The retirement village industry in Australia is a sub-section of the broader “Aged Care Industry”, forming part of the continuum of care offered to senior citizens and the frail elderly.

As the following diagram illustrates, there are a range of care services and accommodation options available to the elderly in Australia with varying funding mechanisms. The level of care provided varies from self-care to constant nursing and medical care.

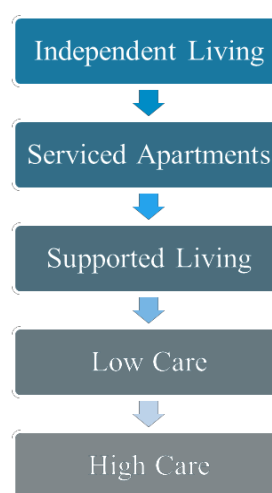
The Australian seniors living sector is essentially made up of three product types:

1. Independent living accommodation only;
2. Care facility accommodation only; and
3. Both independent living and care accommodation.

Manufactured home parks fall under the “independent living accommodation”, with accommodation aimed at an older demographic who do not require any form of assistance or care.

For the purposes of this report, we have provided detailed overviews of the seniors independent living accommodation, namely retirement villages and seniors rental villages, which we consider to be the most comparable product to MHEs.

Retirement Living Level of Care Structure



Independent Living Market – Key Differences

	Retirement Villages	Seniors Rental Villages	Manufactured Homes
Legislation	Operation is regulated by the relevant Retirement Village Act in each State and Territory.	Tenancy is governed under the relevant Residential Tenancies Act in each State and Territory.	Tenancy legislation and regulations differ between the Australian states and territories, from specific Manufactured Home and Residential Park Acts to treatment under all-encompassing Residential tenancy legislation.
Resident Ownership	<p>There are a number of different tenure agreements such as Strata Title, Loan Lease, Leasehold or Loan License</p> <p>We note that due to the leasehold tenure offered, finance is not typically available for the purchasers of homes or units within a retirement village.</p>	Residents secure residency through a tenancy agreement with the owner/operator.	Residents purchase a home where they own the above-ground component and sign a lease to pay rent on the freehold land which remains the property of the operator.
Product Type	Typical standard residential product including separate dwellings, attached villas and apartments with adapted door widths and other alterations.	Standard rental product generally comprise one-bedroom units with a kitchenette.	Allowable product types differ by planning region, however theoretically all dwellings are to be moveable and assembled on site.
Costs	<p>The main costs include:</p> <ul style="list-style-type: none"> Initial purchase price Monthly service fee Deferred management fee (DMF) or exit fee Capital gain sharing and reselling fees 	<p>The main costs include:</p> <ul style="list-style-type: none"> Initial bond payment Weekly rental <p>It is noted that residents pay a weekly rent, generally limited to 85% of the aged pension and 100% of Commonwealth Government rent assistance, for which they get accommodation, three meals per day and linen laundry service.</p>	<p>The main costs include:</p> <ul style="list-style-type: none"> Initial dwelling cost Ongoing site rental <p>We note that while exit fees and capital gains sharing arrangements are currently rare, industry discussions are under way in various jurisdictions regarding their relevance.</p>
Government Assistance	In relation to the Assets Test for the Pension, a Lease is treated the same as if you owned the title to the property.	Rental assistance from the government is applicable.	As with Retirement Villages, however for those eligible for a pension, rental assistance from the Government for site fees may also be available.
Target Demographic	Predominantly self-funded retirees aged 70+	Predominantly self-funded retirees aged 65+	Predominantly self-funded retirees aged 50+
Village Ownership	Mix of Institutional (13%), Private (33%) and Not For Profit Ownership (54%).	Mix of Institutional, Private and Not For Profit Ownership.	Predominately privately owned (>90%), with an increasingly proportion of institutional, funds and investment syndicate ownership.

Seniors Lifestyle MHEs - Sample Perspectives



Workforce MHE

The resource sector and mining industry boom in Australia have led to spikes in demand for accommodation in numerous mining towns, particularly in Queensland, Western Australia and South Australia.

Some mining regions are located in regional towns and some in close proximity to coastal areas. As a result, holiday and caravan parks in mining regions have shifted focus from tourism accommodation to housing for mining workers.

A fundamental constraint faced by mining companies in securing a stable housing supply for its workers in mining regions is the temporary nature of its demand. MHEs have proven to be an ideal solution as affordable workforce accommodation due to its ability to scale up or down at low cost and with short lead time. This means that housing stock can be increased quickly to meet demand.

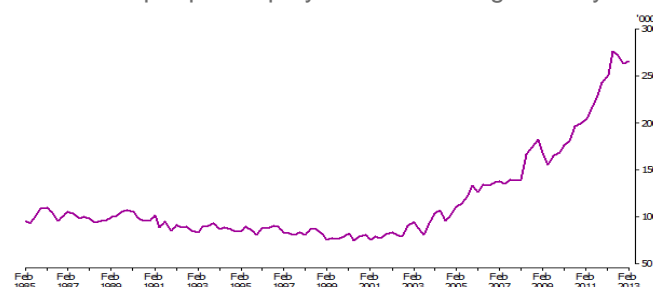
And in the event that there are shifts in the mining cycle, MHE operators have the ability to switch away from the mining sector and towards tourism or relocate the aboveground dwellings to other new mining regions.

Mining Sector

The accommodation contracts between mining companies and MHEs are a highly profitable income stream for park operators. Future demand for Workforce MHEs is largely dependent on the performance of the mining industry.

Between February 1986 and May 2000, mining industry employment has more than tripled, peaking at 276,300 in May 2012.

Number of people employed in the mining industry



Looking ahead, Australia's 21st century mining boom could continue for some time. There are significant known deposits of a wide range of mineral, oil and gas resources, and exploration activity has increased known reserves of some of these. Demand for minerals and fuels by the growing economies of Asia has the potential to underpin Australia's mining production and exports during the 'Asian century'.

Source: Australian Bureau of Statistics - Australian Social Trends 2013



Workforce MHE

Mining workers generally favour temporary accommodations as many workers do not plan to settle in regional towns, preferring to opt for a fly-in/fly-out (“FIFO”) arrangement.

This has seen the demand for Transient Worker Accommodation (TWA) increase significantly, where accommodation is used by workers whose principal place of residence is elsewhere.

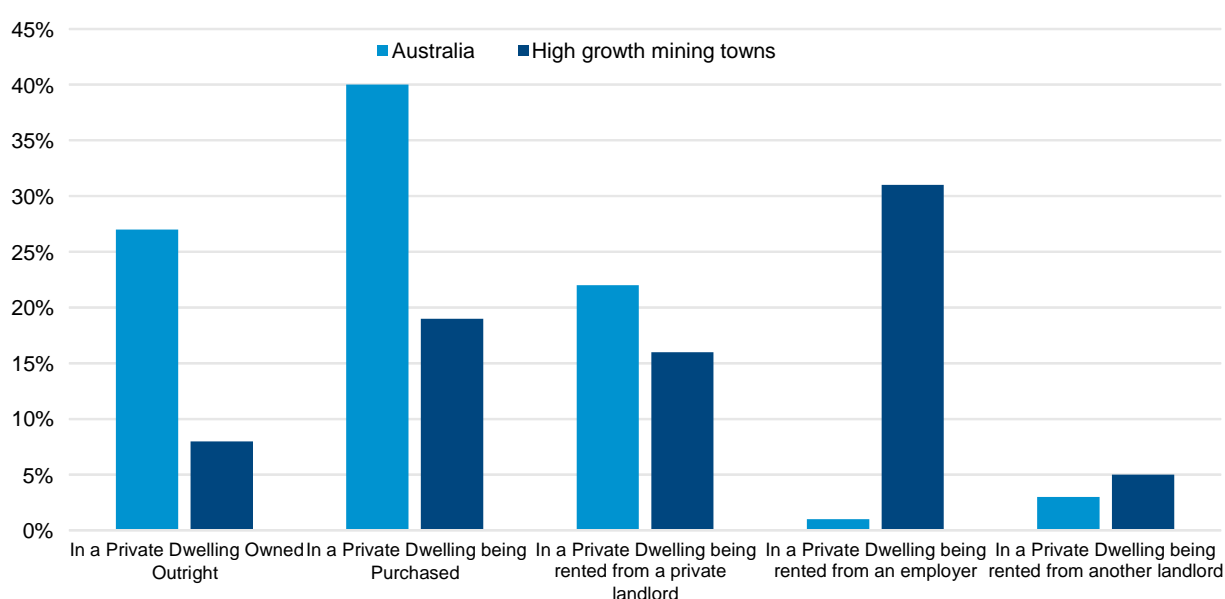
The 2011 ABS Census indicates that the population in high growth mining towns were less likely to be staying in a private dwelling that was owned outright (9%), being purchased (19%) or being rented from a private landlord (16%).

However, residents in high growth mining towns were far more likely to be staying in accommodation that was rented from an employer (30%).

As mining companies are facing widespread shortages of skilled workers, housing has become part of the competition for employees. This environment presents opportunities for MHEs where it offers fully self-contained accommodation as well as common facilities such as gymnasiums, dining facilities and other recreational facilities. The additional facilities and level of service often command a premium to standard rates for housing.

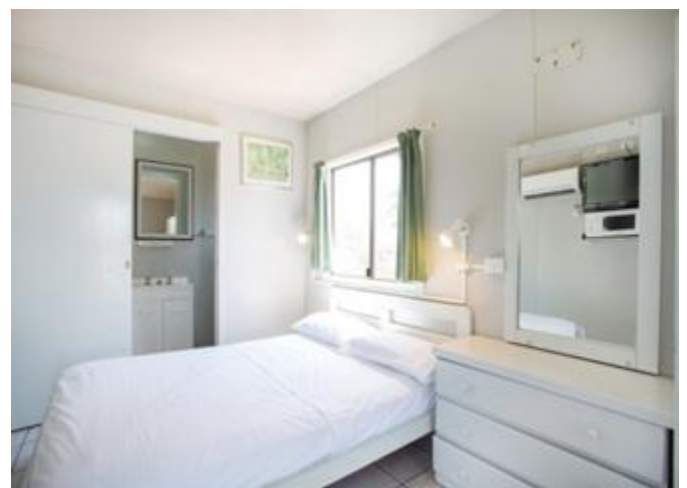
It is also noted that operators also offer its network of MHEs to companies as accommodation solutions to business travellers for short stays. Some MHEs offer meeting rooms, conference centres and space for social events and workshops.

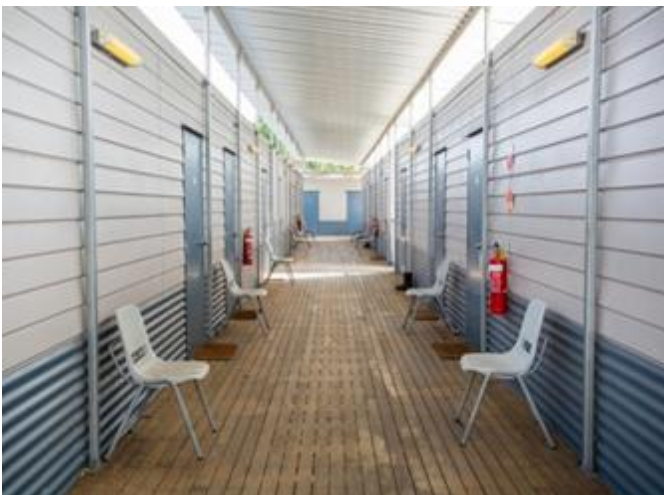
Long-term contracts between park operators and mining companies and contractors are becoming more common as the mining and resource projects can have a timeframe of 10 years or more.



Source: Colliers International Research

Workforce MHEs - Sample Perspectives





Tourism MHE

The manufactured home estates asset class arises out of the caravan park sector and this is evident in the number of manufactured home estates which have a tourism component.

The tourism and recreation MHE segment is undergoing transformation, moving away from its original basic affordable caravan park to offering more premium holiday resort accommodation.

Park owners and operators have improved facilities for the core family target market, with the introduction of a greater number of self-contained cabins. Many parks now offer four or five star bungalow style accommodation, alongside the more traditional caravan park, in order to appeal to a broader cross section of the tourism market. This has seen a decrease in the numbers of caravan sites.

The shift towards more manufactured homes in tourism MHE is driven partly by the change in consumer's demand as well as by revenue as cabins attract a much higher nightly tariff compared to caravan sites.

Tourism MHE demand is mainly domestic based driven by the two largest user groups, being families and retirees (the "Grey Nomads").

A rise in average income over the past decade has generated demand for higher quality cabins and recreational facilities.

'Grey Nomads' are usually a couple aged 55 and over, travelling with a caravan or motor home, who tend to use a powered site. With the growing ageing demographics, it is likely that the 'Grey Nomad' demand for park services will surge over the coming decade.

The main competition for Tourism MHE is the low cost airfare for overseas holiday destinations. However, this is mitigated by the predominance of working families, who need to limit transport costs and increasingly tend to take short holidays due to work commitments.

Tourism demand is also underpinned by the proximity of many parks to premier waterfront locations or tourist destinations. The industry currently accounts for a significant component of total tourist accommodation in Australia and competes strongly with other forms of affordable accommodation such as motels and backpacker hostels.

Seasonality is another key consideration for Tourism MHE operators. Typically, park owners such as Aspen have sought to minimize the risk associated with geography by diversifying the geographical spread of their parks, and increasing the size of their operations. Operators that are able to expand their footprint to multiple geographies are best placed to offset mixed weather patterns, hedging against weaker occupancy rates in one location when seasonal factors such as weather, holiday periods and economic factors contribute to tourism demand.

Some common characteristics of Tourism MHEs:

- Offer a mix of cabins and caravan sites.
- Generally targets both holiday makers and long-term residents.
- A respected brand name and reputation is vital.
- Opportunity to create a holiday brand as distinct from the lower caravan park forms of accommodation, to target both local and overseas tourism.

Tourism MHEs - Sample Perspectives



The background is a light blue grid with various molecular and network-like structures overlaid. On the left, there are 3D ball-and-stick molecular models. On the right, there are 2D network diagrams consisting of circles connected by lines, resembling a graph or a simplified molecular structure.

MHE Market Regulations

Australian Manufactured Home Estate

MHE MARKET REGULATIONS

Tenancy legislation and regulations differ significantly between the Australian states and territories, with the key jurisdictions of Queensland, Victoria and NSW currently in the process of improving legislation and regulation across the MHE and residential park sector.

This section outlines the key legislative components in each State and Territory.

New South Wales

In New South Wales, the Residential Parks Act 1998 (NSW Act) provides a number of consumer protection measures for owners of manufactured homes.

For example, the NSW Act includes specific provisions in relation to the rights of park residents, park rules and maintenance, requirements for written agreements, increasing site rent, water and electricity charges, the sale of moveable dwellings, how an agreement may be terminated and specific rights for park residents faced with possible termination of their agreement due to a park owner choosing to close the park for redevelopment or other reasons and options for dispute resolution.

On 6 April the draft exposure Residential (Land Lease) Communities Bill 2013 was released for comment and submissions. More than 1300 submissions were received in response to the draft Bill. A number of refinements were made to the draft Bill to address concerns raised during the consultation. The Bill has now been passed by Parliament.

Some of the main reforms in the new Act include:

- New rules of conduct for operators and sanctions for non-compliance
- Mandatory education for all new operators
- A community-based approach to dealing with increases in site fees
- Improved processes for making, amending and enforcing community rules
- New arrangements for disclosure of information to prospective home owners

- New rules to clarify and streamline the process for owners who wish to sell their home on site.

NSW Fair Trading is developing Regulations to support the new laws. At this stage it is expected that the new laws will commence in mid/late 2014.

Queensland

The Manufactured Homes (Residential Parks) Act 2003 (the Act) is the law that covers residents, owners and park managers in Queensland.

The MHRP Act received royal assent on 22 October 2003 with most of its provisions commencing operation on 1 March 2004. The MHRP Act repealed and replaced the Mobile Homes Act 1989.

The MHRP Act is administered by the Department of Employment, Economic Development and Innovation (through the Office of Fair Trading) and provides for the positioning and occupancy of manufactured homes in residential parks.

The legislation governs the relationship between people who own their own manufactured home, but rent the site it is positioned on from a residential park owner.

The main object of the MHRP Act is to regulate and promote fair trading practices in the operation of residential parks, including by declaring particular rights and obligations of manufactured home owners and residential park owners. However, the objectives of the MHRP Act also include encouraging the continued growth and viability of the residential parks industry in Queensland.

The Manufactured Homes (Residential Parks) Regulation 2003 (the Regulation) has been made under the MHRP Act. The Regulation is currently limited to prescribing the maximum fee a park owner may charge for acting as a home owner's agent in the course of selling a manufactured home.

The Department of Housing and Public Works is currently reviewing the Manufactured Homes (Residential Parks) Act 2003 to ensure it meets community expectations, protects residents, promotes fair trading practices, and encourages the growth and viability of the residential parks industry.

The public submission phase closed in 20 December 2013, with the Department reportedly receiving in excess of 1,000 submissions.

Findings of the survey are to be made available once analysis of the information is complete and further opportunities for interested stakeholders to consult with Government about the review of the Act will occur during 2014.

Victoria

In Victoria, under the Residential Tenancies Act 1997 (VIC Act) tenants in residential parks are considered to be like any other tenant, for example, a tenant of a flat or apartment.

Part 4A of the Residential Tenancies Act 1997 is the main piece of law that regulates site agreements between residents who own their movable dwelling but rent the underlying land and site owners (usually park owners) who rent out such sites.

If such a site is located in a caravan park, the laws relating to site tenants and site agreements (rather than those relating to caravan park residents and residency agreements) apply to that site.

The law relating to site agreements applies where a dwelling is:

- Fully or partially owned by a site tenant
- Designed, built or manufactured to be transported for use as a residence, (not including a typical caravan)
- The site tenant's main home (not a holiday home), and
- In a park on a rented site (not in a park on Crown land).

A person is not a site tenant if they:

- Rent both the dwelling and the land
- Only use the site for holidays
- Are renting the site under an employment agreement, or
- Live in a park on Crown land.

The VIC Act provides for pre-contractual disclosure requirements and the terms and conditions which may be included in an agreement, including the amount of rent, the length of time the resident will rent the site or hire the caravan, the amount of money required as refundable security bond, and the general duties of residents, caravan park owners and caravan owners.

Western Australia

In Western Australia, the Residential Parks (Long-Stay Tenants) Act 2006 (WA Act) sets out broad principles and minimum standards for the conduct of park operators and tenants in the residential park industry and applies to people including those who are renting a site in a park for three months or more.

The WA Act applies to a person who:

- Rents both a dwelling and a site within a park for three months or more;
- Rents a site within a park for three months or more, and either brings onto the site a dwelling they own, or purchases a dwelling on-site;
- Entered into a periodic tenancy agreement before 3 August 2007;
- Had a written, fixed-term agreement that had expired or was extended on or after 3 August 2007; or
- Entered into an oral tenancy agreement before 3 August 2007.
- The RPLT Act does not apply to:
 - holidaymakers;
 - current employees of the park living on the premises;
 - retirement villages as defined and covered under the Retirement Villages Act 1992 (WA); or
 - individuals who entered into written fixed-term tenancy agreements before 3 August 2007.

The RPLT Act focuses on the contractual relationship between park operators and tenants. In doing so, it seeks to balance the needs of residential park residents for security of tenure while supporting the maintenance of existing, and the development of new, residential parks.

Residential Parks (Long-stay Tenants) Act 2006 ('the Parks Act') sets out the broad principles (or minimum standards) for the conduct of park operators and tenants in the residential park tenancy market. Residential Parks (Long-stay Tenants) Regulations 2007 ('Regulations') provide the day-to-day systems of the park to ensure the broad principles of the Parks Act are implemented.

The Parks Act and Regulations provide for specific clauses to be included in all tenancy agreements. Tenants and park operators are free to negotiate other terms of the agreement, as long as such terms are not inconsistent with the core provisions of the Parks Act.

South Australia

In South Australia, the Residential Parks Act 2007 (SA Act) applies to residential park agreements where a park owner gives a resident a right to occupy a site, or site and dwelling, in a residential park as a place of residence.

The SA Act provides for 'fixed term' residential tenancy agreements for permanently fixed dwellings. At the end of a fixed term, a park owner may terminate the residential park tenancy agreement without specifying a ground for termination.

The SA Act provides for mutual rights and obligations of park owners and residents in relation to for example: rent and other charges including bond, a resident's entitlement to quiet enjoyment, security and access to the residential park, a resident's and park owner's obligations in relation to common areas, the assignment of an agreement, and the termination of agreements.

The SA Act also provides a new residential park land owner with the ability to, by notice of termination given to the resident, terminate a residential park site agreement without specifying a ground of termination (as long as the termination date is not earlier than the end of the agreement if by a fixed term).

Tasmania

The Caravan Industry Association of Tasmania (CIAT) represents the state's caravan and cabin park operators. In consultation with the Tasmanian Consumer Affairs and Fair Trading, CIAT developed for members a voluntary Code of Practice for Caravan Parks in Tasmania, including 'good practice' park rules, recommending a written agreement form incorporating the park rules for permanents.

The Code represents the accepted standards for park operators in their dealings with park occupants in an effort to promote a high standard of 'best practice' in the operation of residential parks.

The Code of Practice includes suggested practice in relation to long-term stays. However, neither the Code of Practice nor the Residential Tenancy Act 1997 includes specific consumer protection provisions for manufactured home owners.

Australian Capital Territory

Within the Australian Capital Territory, the Residential Tenancies Act 1997 (the ACT Act) applies to residential tenancy agreements or occupancy agreements.

An occupant has a right of occupation under an occupancy agreement with an owner/'grantor'.

Residents for more than six weeks of parks or villages in a 'mobile' home, hotel or motel, student and workers' accommodation are considered occupants, unless they have a written tenancy agreement with their landlord (the 'lessor') in which case they are considered 'tenants'.

Northern Territory

Within the Northern Territory, the Caravan Parks Act 2012, effective from 1 May, applies to both existing 'long-term' occupants and new residents if an operator and a resident agree to an occupancy agreement for 12 months or more.

If the park is a resort, tourist or holiday park then the Act does not apply. The only exception to this is for residents who have resided in any of the above parks for a period of five years or more.

Legislation by State and Territory

State	Retirement Villages	Manufactured Homes
New South Wales	<ul style="list-style-type: none"> Residential Parks Act 1998 Residential Parks Regulation 2006 Residential Parks Amendment (Register) Bill 2011 enforces registration of residential parks <p>On 6 April the draft exposure Residential (Land Lease) Communities Bill 2013 was released for comment.</p>	<p>The Residential (Land Lease) Communities Bill 2013 establishes: rules of conduct for operators with penalties for non-compliance; that managers are trained and negative licensing of operators; a 'community-based' approach to raising rents and enforcing rules; new protocol for entering a park as a resident (disclosure) and for selling dwellings (non-interference by operators).</p> <p>Land tax exemption applies to parks with retiree permanents.</p>
Victoria	<ul style="list-style-type: none"> Residential Tenancies Act 1997, Part 4A 	<p>Owners must give tenants: a detailed site agreement and five days' cooling off period once signed; a plan of the park; a copy of the park's rules; the CAV 2012 Moveable Dwellings: A Guide for Residents, Owners and Managers; a 20-day cooling off period (for residents to seek legal advice); one week's notice for changing park rules and a fortnight within which to respond; receipts; privacy, safety and security; the right to organise a residents' committee and to a venue if they chose to meet; 60 days' notice of rent increases, rent hikes no closer than every six months.</p> <p>CAV can be asked to assess rent levels and cases can be heard in VCAT. CAV, VCAT and DSCV can assist in resolving disputes.</p>
South Australia	<ul style="list-style-type: none"> Residential Parks Act 2007 <p>Applies to those living in parks 60 days or more.</p>	<p>The Residential Parks Act 2007 requires written tenancy agreements and access to the Residential Tenancies Tribunal for disputes; bonds are processed by the Commissioner for Consumer Affairs; clauses include issues of anti-victimisation and dealing with violence.</p>

Legislation by State and Territory (continued)

State	Retirement Villages	Manufactured Homes
Queensland	<ul style="list-style-type: none"> Manufactured Homes (Residential Parks) Act 2003 	<p>The Manufactured Homes (Residential Parks) Act 2003 outlines responsibilities for home and park owners. Home owners must use site only for living, maintain manufactured home in fit state, and comply with park rules. Park owners must ensure home owners can access site, maintain common facilities, have reasonable contact hours and comply with park rules.</p> <p>A site agreement (with standard terms) must be made and a home owners' information document and park rules provided (S29). There is a 28-day cooling off period for site agreements (S33).</p> <p>The tribunal can determine abandonment of a home (S52) and allow park owner to sell it. Home owner has a right to sell their manufactured home on site (S56). If site agreement allows, park owner may increase rent with 28 days' notice (S68). Home owner may dispute increase by appeal to the tribunal.</p> <p>S77 outlines standard park rules.</p> <p>Home owners can let home only if allowed in site agreement and give park owner notice (S97).</p> <p>Home owners can establish a committee (S100) to deal with park owner on behalf of home owners about day-to-day running and complaints.</p>
Tasmania	<ul style="list-style-type: none"> Residential Tenancy Act 1997 Application of the Residential Tenancy Act 1997 to Caravan Parks 	<p>The Caravan Industry Association of Tasmania (CIAT) represents the state's caravan and cabin park operators.</p> <p>In consultation with the Tasmanian Consumer Affairs and Fair Trading, CIAT developed for members a voluntary Code of Practice for Caravan Parks in Tasmania, including 'good practice' park rules, recommending a written agreement form incorporating the park rules for permanents. The Caravan Industry Association of Tasmania (CIAT) represents the state's caravan and cabin park operators.</p>

Competitive Landscape

Australian Manufactured Home Estate



COMPETITIVE LANDSCAPE

Colliers International Parks Database represents an audit of all 'parks' across Australia, with parks defined as including all Manufactured Home Estate, Mixed-use caravan parks and Tourist Parks.

For the purpose of this analysis, the key accommodation types are defined below:

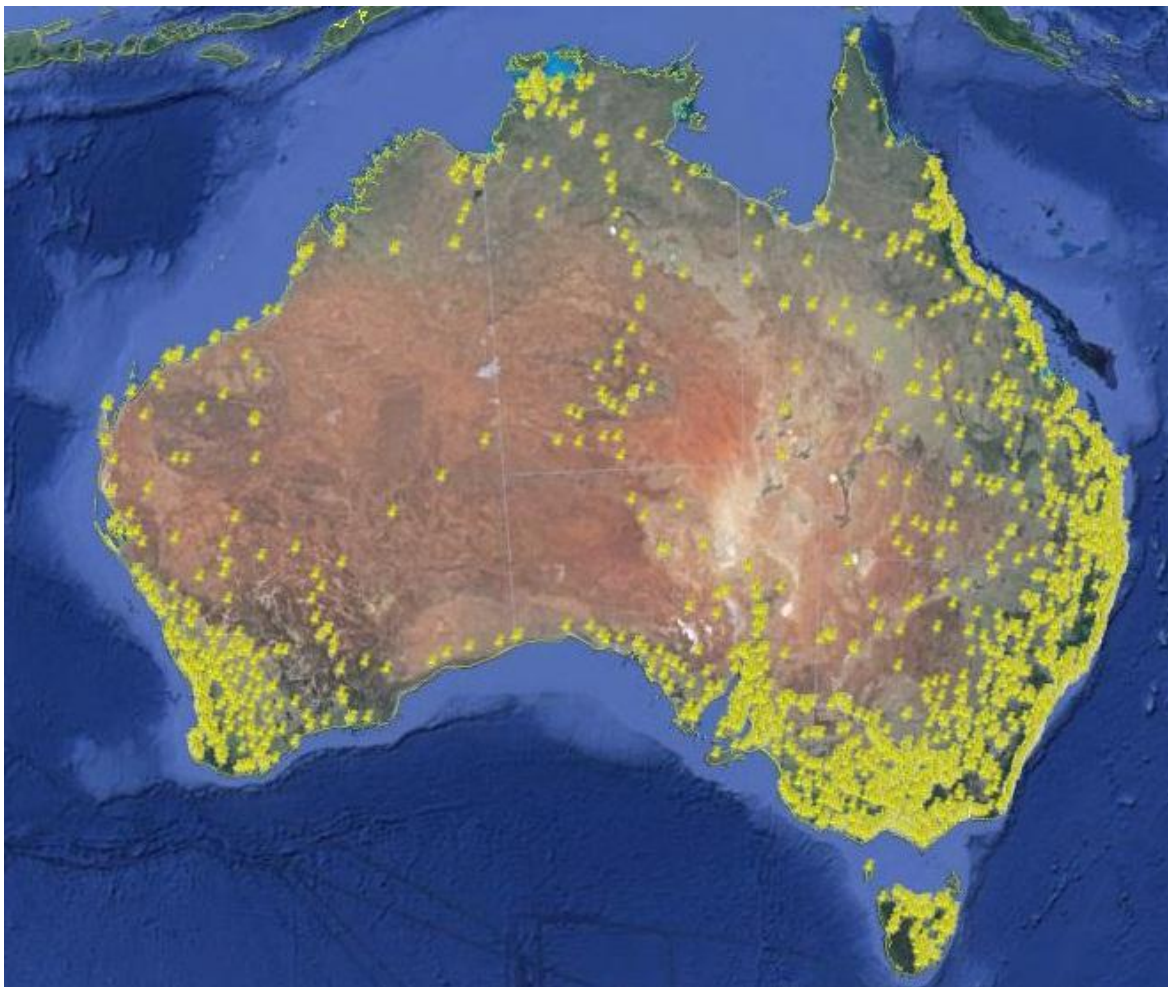
Manufactured Home Estate (MHE): Manufactured Home Estates are communities whereby residents purchase a home where they own the above-ground component and sign a lease to pay rent on the freehold land which remains the property of the operator.

Tourist/Caravan Park: Establishments with powered sites, cabins, flats, units and/or villas which provide either short-term or long-term accommodation (max stay 2/3 months) to the general public.

Mixed-Use Caravan Park: Mixed-use' caravan parks provide sites for occupation by manufactured homes, caravans or tents for the purpose of both short/long term visitation and permanent occupation.

Based on Colliers International analysis, there are over 2,500 parks located in Australia that provide a level of permanent residential, short term and/or worker accommodation.

Caravan Park and Manufactured Home Estate Distribution



The Market Size chart further segments this data into the key accommodation types previously outlined. As illustrated, Tourist Parks and Mixed Use Caravan Parks represent the majority of stock, with 94% of all establishments. Analysis indicates that there are some 164 pure MHE, representing 6% of stock, and further highlights the relative infancy of the MHE market in Australia.

Geographic Distribution

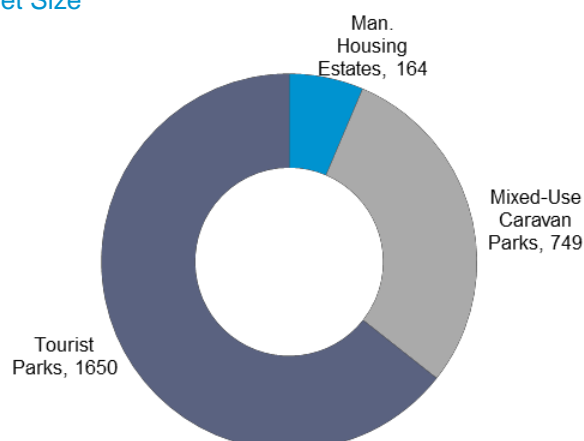
As illustrated in the graph below, Australia's pattern of urbanisation and settlement, combined with a preference for beachside/ coastal holiday destinations, has resulted in the majority of parks (53%) being located within close proximity (within 20km) of the coast.

That said there still remains a significant quantity of parks (1,300) located in regional townships and along inland infrastructure routes.

On a State and Territory basis, NSW has the highest number of parks (987), representing 39% of the total stock. For comparison purposes, NSW also represents 32% of Australia's population.

Of the 987 parks in NSW, there are currently 79 MHE, 407 mixed-use caravan parks and 501 tourist parks.

Market Size

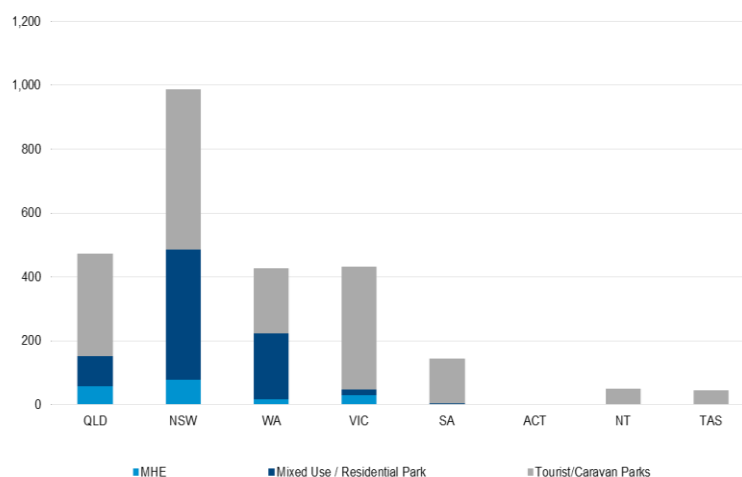


Queensland also has a high number of MHE (57); however the overall stock of parks is considerably less at 474 or 18% of the total stock. For comparison purposes, Queensland represents 20% of Australia's population, which is relatively consistent with its overall market share of parks.

Western Australia has a similar overall number of parks to Queensland with 426 or 16% of the total stock; however the composition is considerably different. As illustrated, the WA market has a very high proportion of mixed use caravan parks and a relatively low proportion of pure MHE offerings.

Within Victoria, the MHE and mixed-use caravan park market is relatively small when compared to the other major East Coast States. Currently within Victoria, there are a total of 431 parks, comprised of only 29 MHE and 18 mixed Use Park.

Number and Type of Park by State and Territory



Major Players

Colliers International has identified 8 major players in the MHE sector that own and operate five or more MHEs and mixed-use caravan parks.

This accounts for approximately 8.7% of the Australian MHE / mixed-use caravan park market, demonstrating the highly fragmented nature of the sector.

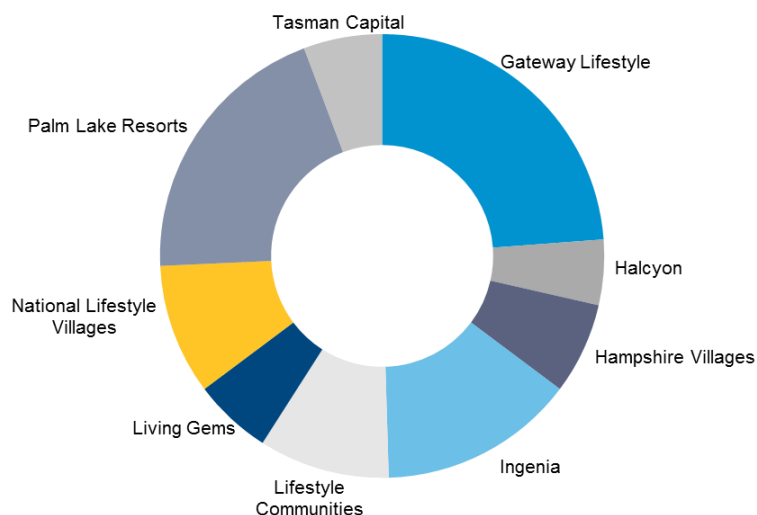
Queensland is the most established and competitive market from a major player perspective accounting for 28 parks or 41.2% of all consolidated seniors lifestyle MHE, with 4 major players having a presence in the market. Palm Lakes Resort is the largest player in Queensland with 11 parks, predominantly in South East Queensland region.

NSW makes up second largest number of consolidated parks in the seniors lifestyle MHE, while the Victorian market is dominated by Lifestyle Communities that have 10 parks across the state.

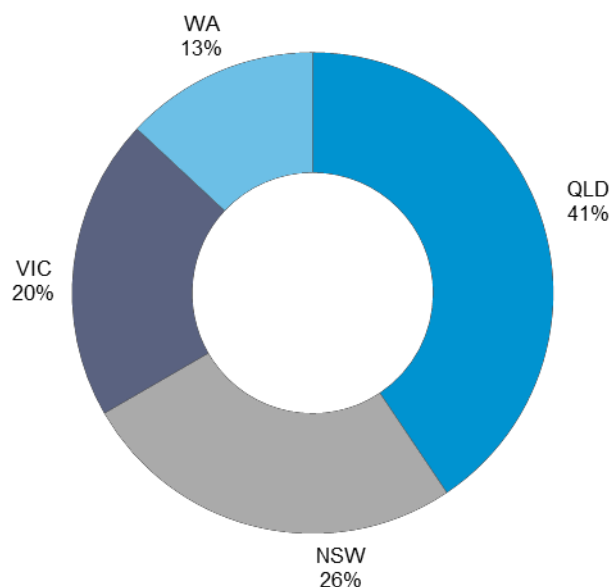
National Lifestyle Village is the only over 50's lifestyle developer/operator in Western Australia with a portfolio of 9 parks. Aspen and Discovery have a strong presence in Western Australia; however are predominantly short-term holiday and workforce / mining MHEs.

The other Australian state and territories in Australia including South Australia, Tasmania, ACT and Northern Territory have an immature MHE market and no presence from any of the major players for manufactured housing estates; however, Discovery and Aspen each have a presence in the short term holiday market and mining accommodation.

MHE / Mixed-Use Caravan Major Players



MHE Major Player Portfolio Distribution



Major Owners Operators

Owner	Owner Type	Number of Parks	Sites* (approx.)	Portfolio Value
Over 50's MHE's / Residential Parks				
Gateway Lifestyle Villages/Alceon	Unlisted trust	25	4015	n/a
Palm Lakes Resort	Private/Family	21	3803	n/a
Ingenia Communities / Active Lifestyle Estates	Institutional	15	3046	\$170 million
National Lifestyle Villages	Private/Family	10	3036	n/a
Lifestyle Communities	Institutional	10	1460	\$149.5 million
Hampshire Villages	Private	7	1086	n/a
Tasman Capital	Private	6	880	n/a
Living Gems	Private	6	1466	n/a
Halcyon	Private/Family	5	833	n/a
Holiday Parks				
Discovery Parks Group	Institutional	31	Over 7000	\$240 million + Onslow Mining MHE
Aspen Parks Property Fund	Institutional	23	4804	\$311.4 million

* Sites include permanent, powered sites and greenfield approved and non-approved sites.

Valuation Date	Type of Use	Location	Min new home price	Max new home Price
n/a	50+	QLD/NSW/VIC	\$180,000	\$360,000
Dec-13	Short Term / Worker Accommodation/ 50+	NSW/ACT/QLD	\$230,000	\$247,330
n/a	45+	WA/VIC	\$215,000	\$464,000
Approx.	50+	QLD/NSW	\$135,000	\$348,000
Dec-13	50+	QLD/NSW/VIC	\$175,000	\$388,000
n/a	50+	NSW	\$115,000	\$489,000
n/a	50+	QLD	\$265,000	\$435,000
n/a	50+	QLD	\$335,800	\$1.25m
Dec-13	Short Term / Worker Accommodation	National	n/a	n/a
Jun-13	Short Term / Worker Accommodation	National	n/a	n/a

Palm Lake Resorts

Palm Lake Resorts is a privately owned company established in Queensland by Walter Elliot. They are the leading developer of Over 50's lifestyle manufacturing parks with a total of 21 villages on the east coast of Australia primarily located in Queensland, NSW and Victoria.

Palm Lakes resorts predominantly develop Greenfield site for villages that cater exclusively for the over 50's lifestyle market offering, a high level of amenity in predominantly newer accommodation.



Ingenia Communities

Ingenia Communities Group is a listed group on the ASX, specialising in the seniors living sector with both rental and DMF structured retirement village communities. Ingenia have recently entered the manufactured housing market in March 2013 and have aggressively expanded and now have a current portfolio of 15 residential and holiday parks with approximately 3,046 home sites with a total portfolio value of \$170 million. Ingenia has acquired established residential parks with development potential uplift, primarily located in NSW. Currently, 8 parks are operated under the Active Lifestyle Estates banner for the over 50's lifestyle market.

Ingenia Communities has been aggressively active in the acquisition of manufactured home parks in the last 12 months. With the most recent acquisition of 5 parks finalised in September 2013 and the latest acquisition in February 2014.

The average weekly rent across the Active Lifestyle Estates is \$150. Most residents will also be eligible for rent assistance, which reduces the rent by an average of \$60 per week, meaning the average resident will only pay \$90 per week.



National Lifestyle Villages

National Lifestyle Villages (NLV) is a privately owned family company operating out of Perth in Western Australia. NLV have developed and operate 10 villages in Western Australia and have recently acquired a greenfield development site in Victoria. The villages cater for the 45 + market, which is a lower entry age than other lifestyle, manufacture estates operating on the east coast of Australia. NLV offer a high level of amenities at their parks, including bowling greens, community and recreation facilities all included in the weekly rental fee.

National Lifestyle Villages offer both a weekly rental option and/or a deferred rental payment arrangement on the sale for occupiers at the village. Weekly rents vary between villages, but on the average the current (1 July 2013) base rent for a single person claiming government pension starts from \$72.70 per week a for a couple claiming government pension starts from \$134.20 per week (GST inclusive). Base rent can be increased annually by the increase in the Consumer Price Index of the capital city where the village is located.



Gateway Lifestyle Residential Parks

Gateway Lifestyle Residential Parks is a residential parks trust established by the Alceon Group. Gateway Lifestyle Residential Parks has a portfolio of 25 residential parks in New South Wales and Queensland.

Alceon Group also has ownership in three other parks located in Queensland under a different investment vehicle. The Gateway Lifestyle portfolio is a mix of established residential parks that have a mix of short term accommodation and affordable housing and new greenfield over 50's lifestyle parks, comprising approximately 4,015 home sites across the portfolio. Gateway Lifestyle's strategy going forward is focusing on new development and the repositioning of short term accommodation and older residential sites and improving amenity to suit the higher value over 50's Lifestyle MHP sector.

Alceon has been extremely active in the acquisition of new Residential Parks and are currently seeking new opportunities.



Lifestyle Communities

Lifestyle Communities is a listed company on the ASX with a portfolio of 10 manufactured housing parks with approximately 1,460 home sites.

Lifestyle Communities currently operate only in Victoria, with a focus on the development of greenfield sites in the Melbourne Metro area for the over 50's lifestyle market. Total assets held by Lifestyle Communities had a book value of \$149.5 million at the year-end 2013. The average entry age for residents in the park is 73 year of ages.



Hampshire Villages

Hampshire Villages is a privately owned company with a portfolio of 7 residential parks predominantly in New South Wales and one located in Victoria.

The parks are predominantly older established parks, with two parks comprising a mix of short term holiday sites. There are currently approximately 1,086 home sites across the portfolio.



Living Gems

Living Gems is a privately owned company established in 1982 that develops and operates greenfield manufactured home parks for the over 50's residential market in South East Queensland.

They currently have 6 established parks with approximately 1,466 home sites. They also have an approved development site for a 300 home site MHE in planning stages.



Halcyon

Halcyon is a privately owned company established in 2003 based in South East Queensland. Halcyon focus on the premium end manufactured housing Greenfield development with higher end housing product that looks more permanent in nature. They currently have 3 established parks in South East Queensland and currently have 2 more development sites currently being launched into the market.

Halcyon is structured under a Site Agreement. The site agreement is the contractual right to exclusively occupy the site. It is state government tenure and is a perpetual agreement with no end date.



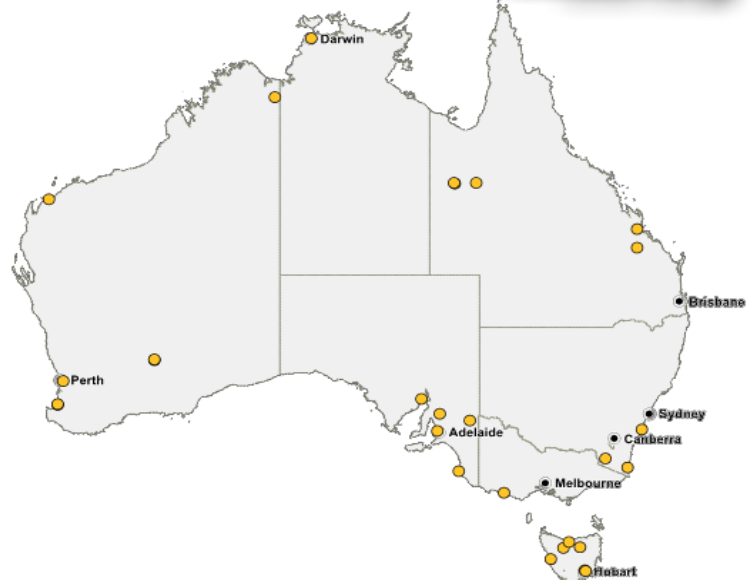
Discovery Parks

Discovery Parks Group recently sold their recreational MHE portfolio to Sunsuper for a reported \$245m. Discovery Parks Group remains the operator. In addition, Discovery Parks has maintained ownership of its Onslow Mine MHE in South Australia.

They operate 31 accommodation and holiday parks in excess of 6,200 accommodation sites (rooms, cabins, and caravan / camping sites) with an additional 1,200 sites in various stages of planning approval.

The strategy of the Discovery group was to corporatise the industry by consolidating and upgrading caravan parks into resorts and holiday parks through the addition of cabins and recreation facilities. It is widely recognised that Discovery Parks Group have revolutionised their recreational parks efficiency through both bespoke IT and IP platforms.

Discovery Parks Group expanded aggressively throughout Australia under the 'Beston' name and in March 2008, all parks nationwide transitioned to the Discovery brand. Nationally, Discovery has diversified and expanded its core offering of parks to now include corporate, workforce, permanent and home park accommodation.



Aspen Parks

Aspen Parks is a Western Australian base property trust established in 2003 with a portfolio of over \$300 million worth of holiday park management.

They are Western Australia's largest recreational park operator and a leading provider of accommodation within the tourism and mining industries.

Aspen has a portfolio of 23 holiday parks and a dedicated mining camp at Karratha. By value, their portfolio comprises 51% holiday parks, 28% mining parks and 21 resorts.



Tasman Capital

Tasman Capital Partners is a privately owned and operated MHE business based in New South Wales run by the Ingham family.

They currently have six established parks with five located in New South Wales and one in Queensland comprising approximately 880 home sites.

Tasman Capital Partners are understood to have undertaken an initial prospective offer of the portfolio.



Other Competitors

In addition to the major players outlined above, additional competition for market share comes from smaller MHE operations, retirement villages, freehold homes and apartments in providing affordable living solutions.

Freehold homes and apartments continue to be the product of choice for the key target markets, for a range of factors including increased choice; increased flexibility and typically higher appreciation potential.

MHEs on the other hand typically offer a higher level of security than suburbia, offering resort-like community facilities and typically a greater level of affordability than the freehold market.

In the seniors living sector specifically, MHEs typically occupy a unique market space, typified by a lower average age of entry when compared to traditional retirement village product.

Furthermore, the modular design provides an advantage in that it is generally more cost effective to build than traditional housing. The construction process is typically undertaken in a factory that does not encounter many of the usual delays such as weather, material shortages and delays due to third party contractors. This also allows for construction of specified buildings to remote areas that generally have limited access to trades people allowing for quicker build times at a lower cost.

Location – Rural v Metro

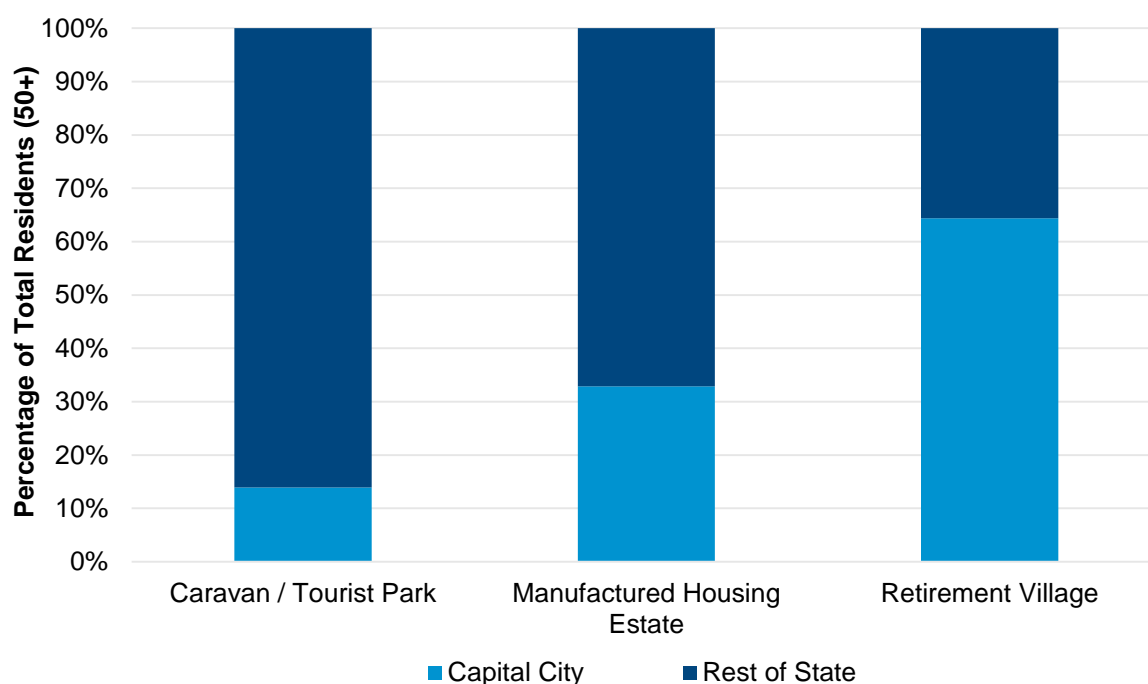
The spatial distribution and location of MHE's across Australia is primarily a factor of available sites, local planning policy and property economic considerations such as land values and highest and best use.

Given the relative low-density nature of MHE's, sites that qualify from a size perspective are often limited and where available located in fringe, peri-urban and rural/coastal areas.

Analysis of the 2011 Census of Population and Housing, into the distribution of dwellings and locations of persons aged 50+, clearly indicates that the majority of stock (67%) from an MHE perspective is located outside of the metropolitan Capital City area.

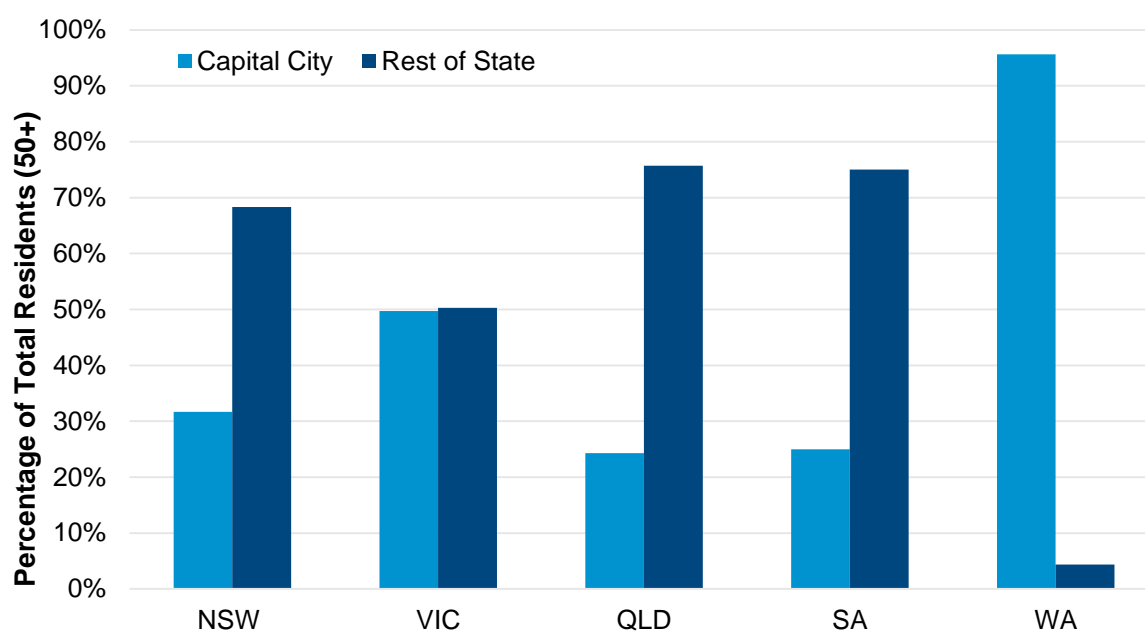
We note that this is even more prevalent with the existing Caravan and Tourist Park stock, where only 14% of all residents Australia wide are located in a metropolitan Capital City.

Given the current trend of company's such as Alceon and Ingenia actively targeting opportunities to reposition existing short term accommodation sites and improve amenity to suit the higher value over 50's Lifestyle MHE segment, this non-capital city trend is likely to continue going forward.



Interestingly we note that the distribution of retirement villages differs significantly, with 64% of residents located within a Capital City.

A more detailed breakdown of MHE resident location on a State by State basis is illustrated in the following chart.



Brand verse Location

Research indicates, overwhelmingly that the majority of elderly Australians prefer to enter retirement living, be that independent, manufactured homes or residential care services that are near to their family home and their families – with the majority of movements typically made within a radius of 10km – 20km.

Mobility is a function of push and pull factors which operate differentially across Australia. Accordingly, there will be areas of the country which experience factors which push residents from their area towards other areas, while other areas may have more attractive conditions which encourage people to gravitate towards them.

Factors influencing the spatial distribution of demand do vary for a variety of reasons, including:

- **Location Amenity:** The geographic location of a development drives market reach and penetration. The amenity of an area (i.e. coastal) and proximity to major urban area drives the migration patterns to a region and hence the origin of sales.
- **Price point and competitive framework:** The price point and competitive positioning of the product relative to the local market dictates the level of affordability and local market attraction. Product pitched well above local median prices, affects the ability of residents to cash-out and upgrade. In this instance higher end product creates a niche buyer profile and influences the source location of sales.
- **Size of development:** The larger the development relative to local competition, the larger the gross realisation and marketing budgets available. Larger marketing budgets create greater market awareness and penetration, as opposed to smaller estates reliant on signage and local real estate representation.
- **Developer/Operator Brand:** Developer/Operator profile can influence the spatial distribution of sales enquiry. Prominent national developers and operators with a history of successful developments can drive wider pattern of sales enquiry and increased market penetration based on reputation and brand awareness.

Despite the above, it is our experience and observation in the senior living sector that due to the above mentioned patterns of mobility and preferred short-distance migration patterns, a non-branded estate in the right location would have a better chance of success than a badly located branded operation.

The right location in this sense includes both site specific characteristics, such as views, proximity to services etc., but more importantly, key area defining characteristics such as a critical mass of an appropriate target market, future growth in this market and a corresponding gap in supply.

MARKET TRANSACTIONS

Australian Manufactured Home Estate



MARKET TRANSACTIONS

As with the majority of property asset classes, there have been limited transactions since the GFC, which has impacted on the availability of finance and in turn reduced the pool of available buyers.

In the recent past, transaction activity has been dominated by acquisition and consolidation activity from groups such as Palm Lakes, GLRP (Alceon) and Ingenia Communities.

A selection of major transactions and associated key metrics are summarised over page.

In Queensland the selected sales demonstrate a range in initial yield of between 8.38% and 10.25% over recent years, however we note sales over a more extended period have been witnessed outside this range. These sales reflect a rate per site from \$20,231 to \$72,093. While in NSW, the selected basket of sales demonstrates a range in initial yield of between 9.19% and 18.40% or from \$19,767 to \$73,954 per site. Analysis of the Victorian sales evidence demonstrates a range in initial yield of between 10.07% and 14.65%.

The range in yields above reflects a number of important factors, including; Location within regional and metropolitan areas; existing standard of operational management; Mix of trade; Standard of accommodation and ancillary guest services; Redevelopment potential of property; and the demand for freehold going concern investments across the region.

Selected Major Transaction Yields



Source: Colliers International Research

The market for freehold going concern parks, across Australia has improved over the most recent 12 month period as more properties offered to the market have been transacted. Agents are reporting stronger buyer enquiry, whilst Vendors are showing a willingness to meet the market, thus increasing liquidity.

In undertaking our analysis we have held discussions with industry agents and brokers in all eastern states of Australia. All report that the properties which have been offered to the market are attracting strong interest from buyers seeking a consistent cash flow, above that currently offered on the share market and in long term deposits.

Whilst interest has been shown in parks which have been offered to the market, access to and availability of finance continues to impact potential purchasers.

Whilst the lack of depth in recent sales makes it difficult to assess current yield levels, based on our investigations and analysis we expect prime yields to typically be between 8% and 13% nationally.

Selected Major Transaction Rate per Site



Source: Colliers International Research

Selected Major Transactions

Village	Sales Price	Sale Date	Sites	Yield	Rate per Site
Queensland					
Big4 Bougainvillia Holiday Park, Noosa	\$12,500,000	Nov-14	178	10%	\$70,224
Bremer Waters, Moores Pocket	\$10,500,000	Apr-14	183	8.82%	\$57,377
Redbank Palms, Redbank	\$8,100,000	Apr-14	151	8.38%	\$53,642
Maroochy Palms Holiday Village, Maroochydore	\$12,700,000	Nov-13	210	10.26%	\$60,476
Regal Waters, Holzheimer Road, Bethania	\$9,300,000	Sep-13	192	9.02%	\$48,438
Island Gateway Holiday Park, Airlie Beach	\$3,500,000	Jul-13	173	18%	\$20,231
Noble Lakeside Hervey Bay	\$10,000,000	Feb-13	209	n/a	\$47,847
Big 4 Brisbane North Side	\$15,500,000	Dec-12	215	9.35%	\$72,093
New South Wales					
White Albatross Holiday Park at Nambucca Heads	\$23,000,000	Sep-14	311	10%	\$73,954
The Retreat Village Port Macquarie	\$11,250,000	Apr-14	193	9.03%	\$58,290
Tweed Heritage Caravan Park, Chinderah	\$6,080,000	Apr-14	147	10.56%	\$41,361
Acacia Ponds, Pambula	\$3,300,000	Mar-14	100	9.19%	\$33,000
Big 4 Nambucca Beach Holiday Park, Nambucca Heads	\$5,200,000	Jan-14	127	9.60%	\$40,945
Drifters Chinderah	\$7,806,273	Sep-13	182	n/a	\$42,892
Mudgee Tourist and Van Resort	\$6,363,636	Sep-13	114	n/a	\$55,821
Mudgee Valley Tourist Park	\$3,400,000	Jul-13	172	n/a	\$19,767
Oaklands Village MHE	\$12,181,818	Jul-13	257	n/a	\$47,400
Big 4 Dubbo Parklands, Dubbo	\$10,200,000	Jun-13	140	10.39%	\$72,857
Ettalong Holiday Beach Village	\$2,100,000	Apr-13	85	18.4%	\$24,705

Village				Sales Price	Sale Date	Sites	Yield	Rate per Site
Victoria								
Time Out Holiday Park,	Koonoomoo			\$8,000,000	Sep-14	167	10.31%	\$47,904
Healesville Tourist Park,	Healesville			\$3,500,000	Aug-14	40	10.29%	\$87,500
Benalla Lifestyle Park & Motel	Haven, Benalla			\$4,615,000	Apr-14	117	12.35%	\$39,444
Tooradin Caravan Park				\$1,800,000	Oct-13	48	14.65%	\$37,500
Mount Buffalo Caravan Park				\$2,200,000	Mar-13	213	13.31%	\$10,329
Marong Caravan & Cabin Village				\$2,200,000	Feb-13	95	12.85%	\$23,158
Howqua Valley Caravan Park				\$3,200,000	Feb-13	134	13.13%	\$23,881
Carrum Downs Holiday Park				\$10,000,000	Oct-12	164	11.25%	\$60,976
Frankston Holiday Park				\$10,000,000	Oct-12	n/a	10.07%	n/a
Chelsea Holiday Park				\$13,000,000	Oct-12	n/a	10.28%	n/a

Customer Profile

Australian Manufactured Home Estate



CUSTOMER PROFILE

As previously outlined, the key product segments and drivers within the MHE, caravan and tourist park market can be broadly segmented by the type of resident tenure, being those classified as either 'owner – renters' or 'renter-renters'.

Owner – renters are those residents who own the dwelling, but rent the site it sits on, while renter-renters are those who rent both the dwelling and its site.

For the purpose of buyer profiling, the 'owner-renter' segment is of most relevance and hence forms the basis of the following demographic profiling.

Demographic Profile

Colliers International has conducted a demographic analysis for manufactured home estates (MHE) from the latest 2011 ABS Census of Housing and Population.

A sample of 12 MHE's have been analysed at an ABS Statistical Area 1 (SA1) level collection boundary, wherein the MHE was the only residential dwellings located in that collection boundary. The sample of MHE's are distributed throughout Australia including 4 from NSW, 4 from Queensland, 2 from Victoria and 2 from Western Australia. The total population of the sample is 4,157 across 2,868 residential dwellings.

Key demographic characteristics of the sample are presented and summarised on the following page.

MHE Demographic Profile

MHE Sample Benchmark	
Population and Households	
Manufactured Home Estates - Sample Size	12
<i>Persons</i>	4,517
<i>Households</i>	2,868
<i>Males</i>	38%
<i>Female</i>	62%
<i>Average Household Size</i>	1.6
<i>Median Age</i>	71
Income	
<i>Income and Wealth</i>	
<i>Median Individual Income</i>	\$18,126
<i>variation from Australia</i>	-40%
<i>Median Household Income</i>	\$26,951
<i>variation from Australia</i>	-58%
Age Profile	
45-54	4%
55-64	17%
65-74	39%
75-84	33%
85+	8%
Birthplace	
Australia	55%
Overseas	45%
Employment	
Employed (Full Time or Part Time)	11%
Not in the Labour Force (i.e. Retired)	88%
Unemployed (Seeking Employment)	1%
Need for Assistance	
Yes	14%
No	86%

The average household size of the sample of MHE's was recorded at 1.6, which is slightly higher than a typical retirement village that has an average household size of 1.3.

Median household income levels for residents living in manufactured housing estates are significantly below the Australian average.

From the sample of the 12 MHE's the median household income was \$27,720, 57% below the national average, reflective of the high level of retirees relying on a pension as their main source of income.

A high proportion of residents were born overseas accounting for 45% in comparison to the national average of 30% of the population being born overseas.

The median age of residents in the sample of Manufacture Home Estates at the time of the 2011 was 71.

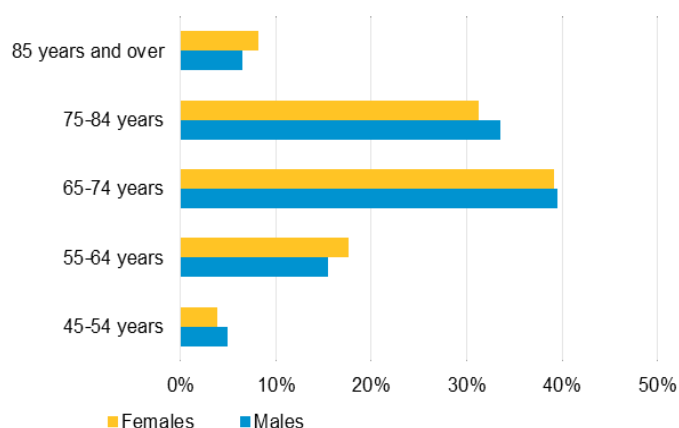
Females make up the majority of the population accounting for 62% of all residents in the sample. The majority of residents are between the age of 65 and 84 years of age with only a small proportion of total resident over the age of 85 and under the age of 55, 8% and 4% respectively.

The majority of residents in the sample of MHE's were classified as 'Not in the Labour Force', 88% of residents were either retired or not actively looking for employment.

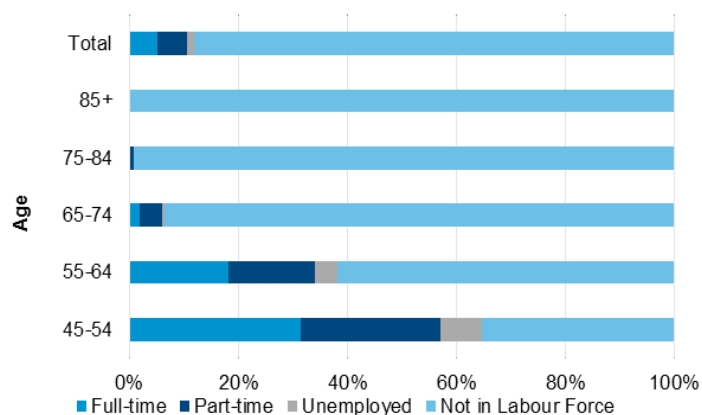
Full time and part time employees accounted for 11% of residents, predominantly from residents under the age of 65. Only 1% of residents were classified as unemployed and looking for work.

Over 14% of residents in the sample of MHE's identified themselves as having some form of need for assistance. This was most prevalent in residents over the age of 85, where 38% required assistance.

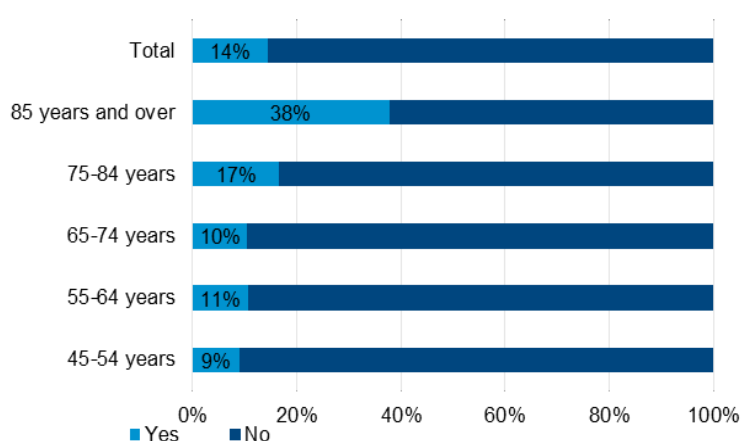
MHE Benchmark Age Profile



MHE Benchmark Labour Force Status



MHE Benchmark Need for Assistance



Buyer Origin

Analysis of Census migration data indicates that as a person ages, the preferred distance for any relocation required become shorter.

This is consistent with previous buyer origin analysis undertaken by Colliers International for both retirement villages and aged care establishments across Australia, which suggest that the majority of sales (70% and above) typically come from within a 10km radius.

Consultation with industry participants indicates that majority of residents of Manufactured Home Estates generally lived previously within a 25km radius of the village. The spatial distribution of sales does however vary for a variety of reasons, including:

- **Location:** The geographic location of a development drives market reach and penetration. The amenity of an area (i.e. coastal) and proximity to major urban area drives the migration patterns to a region and hence the origin of residential sales.
- **Price point and competitive framework:** The price point and competitive positioning of the product relative to the local market dictates the level of affordability and local market attraction. Product pitched well above local median prices, affects the ability of residents to cash-out and upgrade. In this instance higher end product creates a niche buyer profile and influences the source location of sales.
- **Size of development:** The larger the development relative to local competition, the larger the gross realisation and marketing budgets available. Larger marketing budgets create greater market awareness and penetration, as opposed to smaller estates reliant on signage and local real estate representation.
- **Developer / Operator:** Developer/Operator profile can influence the spatial distribution of sales enquiry. Prominent national developers and operators with a history of successful retirement and aged care developments can drive wider pattern of sales enquiry and increased market penetration based on reputation and brand awareness.

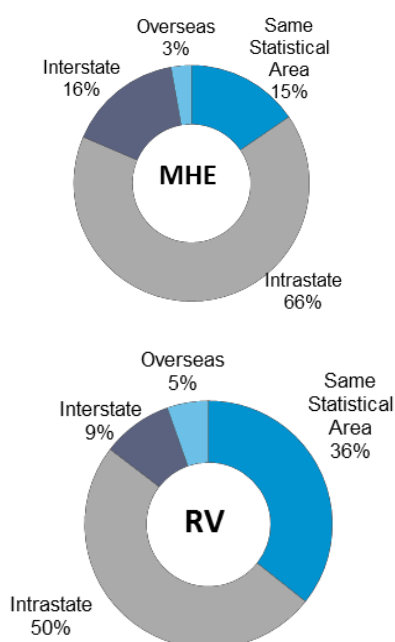
In the case of MHE, consultation with industry participants indicates that majority of residents of Manufactured Home Estates generally lived previously within a 25km radius of the village.

This suggests that manufactured home communities may have a greater catchment area of future residents than traditional retirement villages and aged care establishments. Indicatively, this could be both a factor of the younger target entry age and the geographic location of the MHE in high amenity coastal and peri-urban locations.

For comparison purposes, analysis of migration trends from the 2011 Census of Population and Housing has been undertaken for the 12 previously benchmarked MHE's and compared with a sample of retirement villages (RV).

As illustrated in the charts below, the proportion of residents from within the local statistical area is lower in MHE's supporting the conclusion that MHE pull from a wider catchment area.

Migration Trends – Place of Origin



Market Penetration

While independent living options, such as retirement villages and manufactured homes estates are a popular accommodation option, the vast majority of older Australians continue to 'age in place' and live in a private dwelling.

In terms of the total independent living market, the charts illustrate where the key retiree age cohorts were residing as at the 2011 Census of Population and Housing.

As illustrated, for those persons living independently and aged over 50 years; 96.2% of the population still live within a private dwelling, with 2.2% in Retirement Villages and 1.7% living in either a Caravan/Residential Park or MHE.

The level of penetration into alternate independent living options increases with age, with 4.6% of the population aged over 65 living in retirement villages and 2.1% living in either a Caravan/Residential Park or MHE.

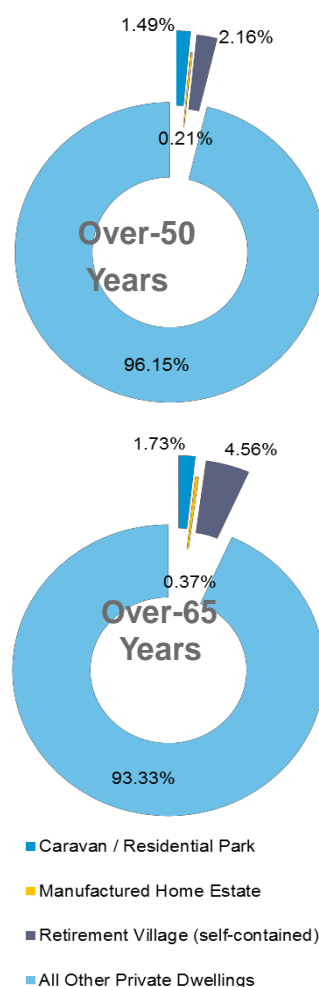
Relatively speaking the penetration rates for retirement villages and manufactured homes as an accommodation solution for seniors is still quite low.

Analysis of USA data for example indicates that more than 12% of the over-65 population, representing about 4.5 million retirees lives in retirement communities and age-restricted mobile home parks or manufactured housing estates.

We note that while this may suggest there is an opportunity for growth in the sector beyond natural population ageing, we would note that there is a significant point of difference between the markets, where the 'rental model' is the preferred tenure model in the USA market compared to the 'purchase model' that prevails in Australia.

Market growth is discussed in more detail in the Customer Profiles section.

Where They Reside? Independent Living Market



Source: Australian Bureau of Statistics, Census of Population and Housing 2011.

Market Growth

The underlying drivers of demand for market growth across the park sector vary across the different market segments, whether they are over 50's lifestyle, short term accommodation or worker accommodation.

For the purpose of this report and the growth trend towards the over 50's lifestyle park we have focused on market growth in this segment

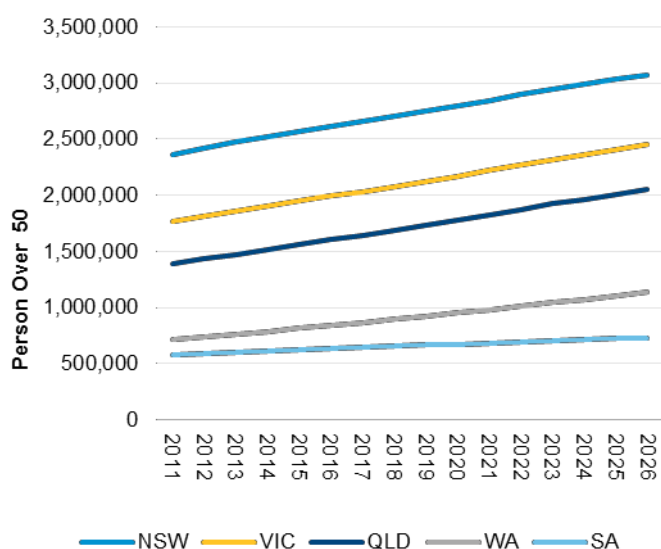
Over 50's MHE Demand

Australia's population of persons over the age of 50 is expected to increase significantly over the next 15 years, in turn increasing the demand for affordable and comfortable accommodation for seniors living.

Dwelling demand for permanent residents over the age of 50 located in manufacture homes parks/residential parks and caravan parks will predominantly be driven by population growth in this age group.

The population of persons over the age of 50 in Australia has a projected annual growth rate of 2.2% per annum and is expected to reach approximately 9.9 million persons by 2026 equating to an additional 2.7 million persons over the 15 year period.

Forecast Population Growth



Colliers International has forecast permanent residential dwelling demand for persons over the age of 50, located in MHE's/Residential Parks and Caravan Parks under two scenarios.

Scenario 1:

The penetration rate of permanent residents over the age of 50 living in MHE's/Residential Parks and Caravan Parks remains constant as at the 2011 census.

Scenario 2:

The penetration rate of permanent residents over the age of 50 living in MHE's/Residential Parks and Caravan Parks increases over time at a moderate level to reflect an increase in acceptance of new manufactured home products based on current trends and as evidenced in more mature overseas markets.

Based on the above the following assumptions have been made:

- Average Household Size of 1.57 (Base on sample of 15 MHE's as at 2011 Census)
- Manufactured Homes/Residential Park /Caravan Park usual resident Penetration Rate of 1.69% for persons over 50's cohort (2011 Census)
- Target penetration rate of 2% by 2026. Equating to a penetration annual growth rate of 1.1% p.a which we consider a realistic and achievable growth scenario.

Based on the population growth and the current penetration rate of permanent residents located in Manufactured Homes / Residential Parks and Caravan Parks, there will be a requirement for an additional 29,439 new dwellings by 2026.

Assuming that the penetration rate will increase over the fifteen year period at a moderate level of 1.1% per annum, there will be demand for 48,944 dwellings in Australia by 2026.

Demand for Permanent Residential Dwellings in MHE, Residential Parks and Caravan Parks

Australia	2011	2016	2021	2026	2011-2026
Population Projections					
50-64	4,067,158	4,362,651	4,654,117	4,858,308	1.2%
65-74	1,671,697	2,106,257	2,429,646	2,662,685	3.2%
75-84	1,001,502	1,106,656	1,361,615	1,740,189	3.8%
85+	403,302	481,718	532,003	617,300	2.9%
50+	7,143,659	8,057,282	8,977,381	9,878,482	2.2%
Permanent Resident Dwelling Demand					
Current Penetration	76,897	86,731	96,636	106,335	2.2%
Increased Penetration	76,897	91,740	108,118	125,841	3.3%
		2011-2016	2016-2021	2021-2016	2011-2026
Accumulative Growth					
Population Growth		913,623	920,099	901,101	2,734,823
Dwelling Demand (current penetration)		9,835	9,904	9,700	29,439
Dwelling Demand (increased penetration by 2026)		14,843	16,379	17,722	48,944

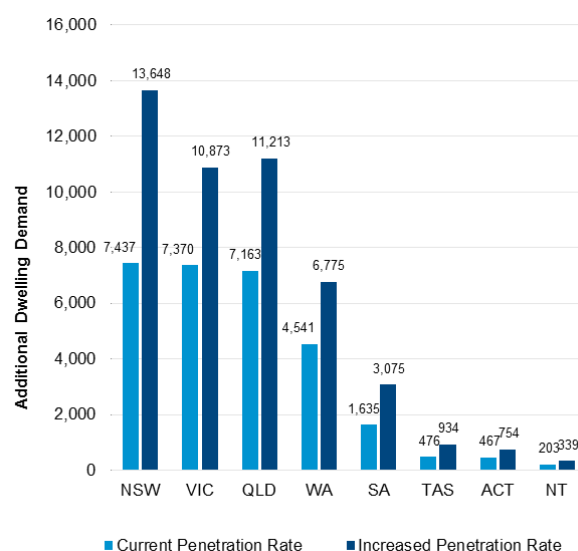
The distribution of demand is dependent on the expected growth in population of person over the age of 50 across each state. The Eastern states of New South Wales, Victoria and Queensland are expected to capture the majority of growth in demand for permanent residents in MHE, Residential Parks and Caravan/Tourist Parks.

Assuming the current penetration rate moving forward, demand across NSW, Victoria and Queensland is evenly distributed, ranging from approximately 7,100 to 7,500 new dwellings in each state by 2026. However, with an increase in the annual growth of the penetration rate, the demand for dwellings increases to 13,600 in NSW, 11,200 in QLD and to 10,900 in Victoria.

Although Western Australia does not have the depth of the market as the Eastern coast states it is expected to have the strongest growth in demand for dwellings under scenario 2, at a rate of 4.2% per annum.

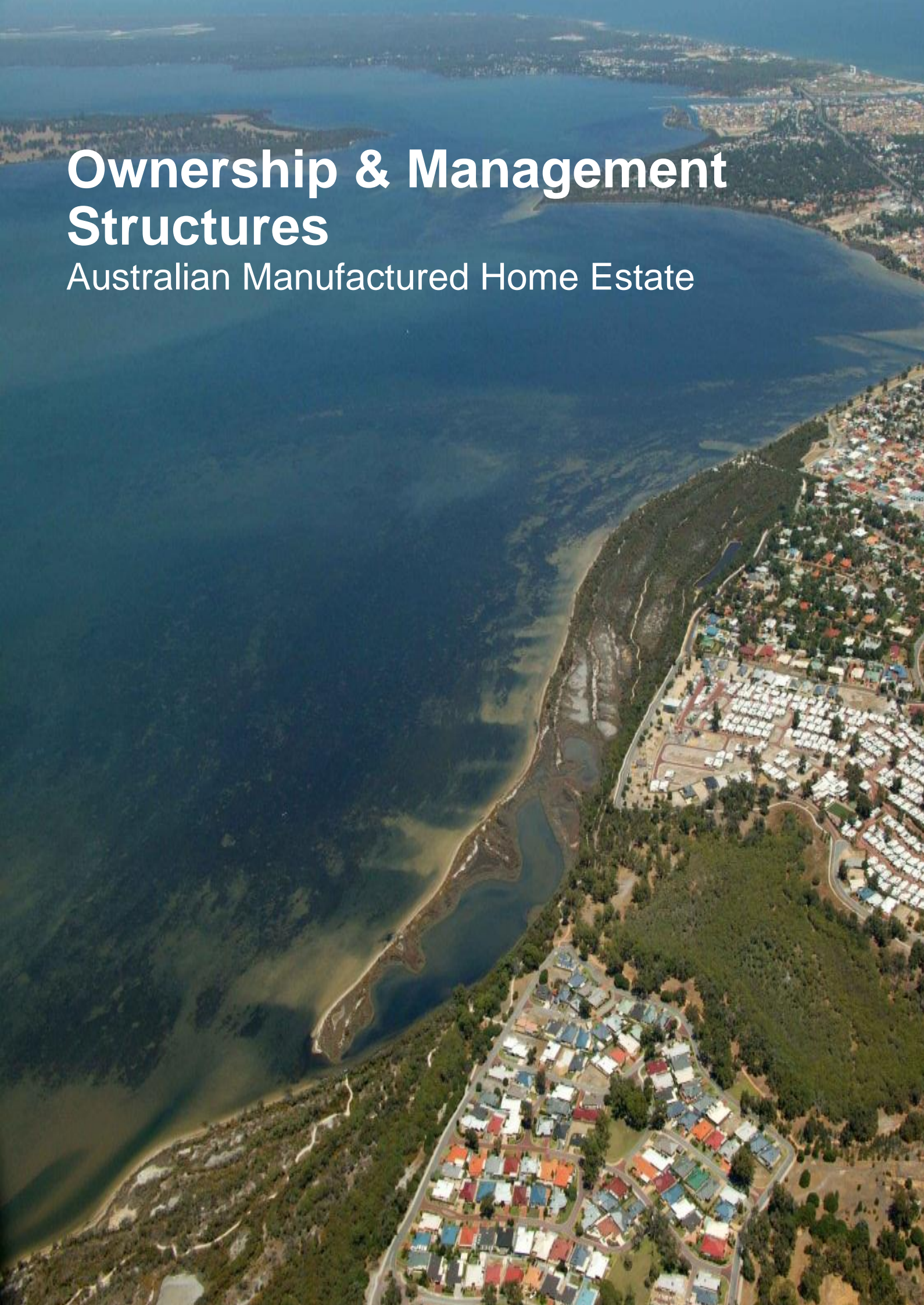
All other states and territories have limited demand expectations over the 15 year period.

Demand for Permanent Residential Dwellings in MHE, Residential Parks and Caravan Parks



Ownership & Management Structures

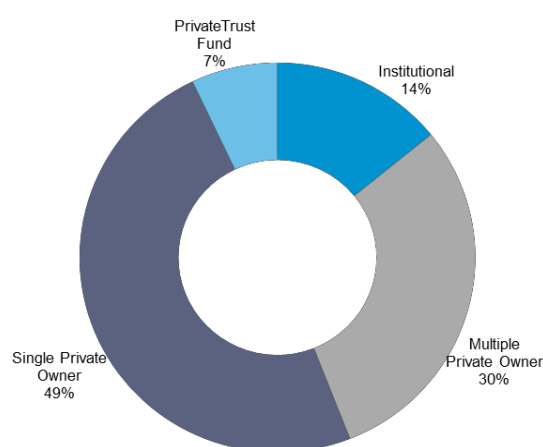
Australian Manufactured Home Estate



OWNERSHIP & MANAGEMENT STRUCTURES

Parks are established on either private or crown land. Those on Crown land will be leased (often through a council), while those on private land may have one or more owners (including private family and company structures, trust and institutional).

MHE Ownership



There are a number of ownership and operational structures applied in the MHE sector. However, they are mostly variations on three primary structures:

- The owner is also the operator of the village;
- The owner engages a manager to operate the village; or
- The owner enters into a head lease with another party who either manages and operates the village or in turn, engages a separate manager.

Owner Operated Facility

The benefit of this structure is that the owner, as operator, has complete control over the operations of the MHE. Accordingly, the owner is required to have the appropriate experience and skills to manage the residents' expectations, and adequate processes and procedures in place to properly manage the financial, maintenance, and administrative sectors of the business. Under this arrangement the owner receives all revenues due to the operator, and is exposed to all of the risks of the business.

The owner/operator structure is by far the most common in the industry, being used by most of the individual private owners.

Owner/Manager Arrangement

The same comments apply as in the earlier section relating to the provision of an administration fund, maintenance fund, capital reserve, and project fund. However, it is more common for the owner to retain control of the capital reserve fund and any project funds, while the manager would be responsible for the administration and maintenance funds.

The benefit of the owner/manager structure is that the owner need not be an experienced operator as the financial, maintenance, and administrative roles are transferred to the manager. It is common for the manager's remuneration to be a fixed fee plus a percentage of income derived from rollovers, thereby creating an incentive for the manager to maximise returns.

The owner/manager structure is becoming more popular, particularly with the entry of major institutions into the industry who may not have the expertise to operate the facilities they have acquired. An example includes the arrangement Sunsuper and Discovery Parks Group.

3rd Party Operators / Management Service Providers

There are a number of 3rd party operators / management service providers. We provide below a small sample of two such providers and the services that they deliver.

Australian Tourism Park Management

Australian Tourist Park Management (ATPM) provides a wide range of services to the caravan park industry based around an end-to-end business solution to park and resort management. ATPM currently manages 29 parks throughout QLD, NSW, VIC, SA & TAS. ATPM provides a management team and support responsible for:

- Pricing Policies
- Booking Policies
- Refund Policies
- Procedure Manuals
- Operational Inspections
- OH&S Audits
- Holiday Van Agreements
- Service Standards
- RMS / Newbook Training

Free Spirit Resorts

Free Spirit Resorts is a privately owned management company founded in 2004.

FreeSpirit provides operational management support and consultancy services for corporate owners, who do not have the experience or desire to manage the properties. Currently they manage four parks including:

- Darwin FreeSpirit Resort, NT
- Hidden Valley Tourist Park, NT
- Fraser Lodge Holiday Park, QLD
- Brighton Caravan Park, SA

Financing Arrangements and Financiers

Australian Manufactured Home Estate

FINANCING ARRANGEMENTS AND FINANCIERS

The manufactured housing industry is subject to the growing pains of the underlying industry and although the MHE industry has come a long way, competition and credit standards pose a continuing challenge to analysing pool performance.

As the MHE market has matured and evolved within Australia over recent years, so too has the finance market and the eagerness of major financiers to be involved in the industry. Traditionally the finance policy structure of MHE properties has fallen between Retirement Living and traditional Caravan Parks. This has been modified recently with specific policy dedicated to the financing of Manufactured Housing Estates (MHE's).

Major financiers within the specialisation in Australia include the big four banks being the Commonwealth Bank of Australia, National Australia Bank Limited, Westpac Banking Corporation and the Australia and New Zealand Banking Group Limited.

Second tier lenders have been involved in the industry, however the appetite of these smaller lenders for this asset class abated immediately after the Global Financial Crisis as the access to and availability of funds declined, whilst credit policy made the financing of such assets more difficult.

Banking Policies

Banking policies have evolved over recent years. Discussions with many major financiers indicate that banking and finance policies for MHE properties were often classified under Retirement Living or traditional Caravan Parks, depending on the profile of the park occupants or the additional facilities provided.

This had a major impact on the ability of park owners to obtain funds for both acquisition and further development purposes. Traditionally Retirement Living properties were financed at a Loan to Value Ratio (LVR) of between 50% and 55% for freehold going concern properties, whilst Caravan Parks attracted an LVR of between 60% and 70%.

There are a number of factors which contribute to the adoption by a financier of an appropriate LVR which relate to both property and non-property fundamentals. These include the sponsor, property location, debt structure including cross collateralised assets and specialisation experience.

In addition to Loan to Value Ratio the remaining key gauge for debt structuring is Interest Cover Ratio (ICR). Generally ICR's have been around 2.0 to 3.0 times for such properties, with this variance due to risk profile, continuity of gross revenue and importantly reliability of the adjusted net profit.

Bank policy across the major financiers within Australia varies between a direct property lend and a cash flow lend for this asset class. Some banks look at the underlying land and improvements value when structuring debt proposals, whilst others look primarily at the profitability of the business function and ability to pay down debt. Traditionally this form of asset has been classified as a property lend, however many newly written bank policies have transferred the asset class to a cash flow structure reliant on profitability.

In terms of current bank policy, major financiers appear to be active in the specialisation and keen to lend to major industry participants. The current view on LVRs is closer to 60% to 70%, whilst ICR appears to have settled at around 2.0 to 2.5 times.

There remains caution around two classifications of MHE's. Firstly, and as expected, the previous industry experience of the Sponsor is paramount in any debt facilities. The major financiers remain reluctant to lend to first time operators or those with a failed history. This does create a significant barrier to entry with the buyer profile of these properties being existing industry participants.

Secondly the major headwork costs associated with the development of these assets remains a concern for banks. Generally MHEs require significant front end expenditure with these costs including the provision of services and roads, construction of community facilities to attract occupants and the initial purchase of the land. In order to fund start-up operations financiers will require the cross collateralisation of developed parks, or in the absence of such, a significant number of pre committed leasing agreements will need to have been completed. Like most development assets, the level or rate of pre sales / leases achievable and budgeted will be heavily scrutinised by financiers, this can be mitigated once again by pre-leases and appropriate pricing of new units.

In summary, as with the industry itself, bank policy has evolved and continues to evolve for this unique asset class. Financiers are generating a greater understanding of the specialisation and as the number of MHE's increases across Australia so too does the appetite of financiers to be involved with specific tailored policy which suits the needs and requirements of operators.

Risk Measures

The content and structure of bank policy is directly related to risk minimisation and the ability of a financier to realise value should this be required.

The common theme amongst financiers is the necessity to keep the Certificate of Title free of easements or encumbrances so that disposal, if required, can occur without delay. The classification of the park as an MHE as opposed to traditional retirement village is critical here as there is potential for encumbrances to be registered if the property is classified as a Retirement Village.

This does preclude occupants of an MHE, in many instances, from registering a Caveat on Title which outlines their interest in the land. Whilst occupants enter into a form of Residential Agreement (which varies from State to State) to occupy a site, if finance is required for the acquisition / erection of a cabin, the intending financier is precluded from registering their interest in the Parent Title. This may deter potential occupants, however enables a clear Title for the owner of the Park.

Management of MHE's is also a critical risk measure for financiers. In any cash flow business the ability of management to generate and retain occupancy and control expenses remains a cornerstone of the success or otherwise.

Financiers will look to implement structures to ensure risk minimisation. Such structures generally include regular reporting covenants, quarterly review of profit and loss statements and can include employment of certain experienced staff. These requirements tend to abate as financiers and operators develop a successful relationship.

Revenue & Occupancy

Australian Manufactured Home Estate



REVENUE & OCCUPANCY

Manufactured Home Estates within Australia generally enjoy high average occupancy rates with tenants of such estates being relatively permanent in nature. Further to this, site fees are generally considered affordable and have the added benefit of allowing eligible occupants to receive Commonwealth Rental Assistance (CRA) which is the Australian Federal Governments rental assistance scheme for Australian citizens and permanent residents.

The factors of high occupancy rates and low turnover of occupants along with affordable site fees that enable eligible occupants to receive CRA allows operators to achieve a stable revenue stream for an estate.

In addition to providing a stable revenue stream for operators a further strength of MHE's is the ability to increase their offerings which can in turn increase probability. These additional offerings can include the provision of further recreational and / or social facilities which can lead to the estate commanding higher site fees or by diversifying an estates income stream.

Diversification of an estates income stream can potentially be achieved by the inclusion of complimentary uses such as a bar /café or a more traditional caravan park / tourist park offering which could include long term, short term and tourist offerings.

Average Occupancy

Manufactured Home Estates within Australia can be subject to lease terms which vary from a week to week tenure to longer term leases.

Typically MHE's within Australia are occupied on leases of between one and five years duration which, along with the nature of MHE's generally, make the occupants relatively permanent.

Due to the relatively permanent nature of the occupants of MHE's within Australia the estates enjoy relatively high occupancy rates following the initial trade up / commencement period.

Occupancy rates witnessed across Australia for MHE's is typically in the range of between 90% and 100% on a standalone nature or as a component of a larger residential park offering.

Average Site Fees

Site fees vary across Australia depending on the offering within the estate. MHE's offering a number of onsite recreational and social facilities such as bowling greens, swimming pools, small scale golf facilities, arts and crafts centres or bar facilities tend to charge higher site fees than those estates with a lessor offering.

Generally site fees vary from \$80 to \$180 per week (including GST) with the lower end of the scale for properties with minimal facilities and the higher weekly site fees for facilities with a number of offerings similar to those described above.

A summary of the average site fees across Australia are as follows:

State	Average Site Fees
Queensland	\$90 to \$180
New South Wales	\$110 to \$160
Victoria	\$130 to \$180
Tasmania	\$80 to \$120
South Australia	\$90 to \$130
Western Australia	\$90 to \$180

Revenue & Occupancy Stability

If managed appropriately MHE's within Australia allow operators to achieve a stable revenue stream from their estates with minimal fluctuations. In essence a strongly occupied MHE provides an owner with stable, annuity style income. This, over more recent times, has attracted a number of institutional style investors.

A stable revenue stream is achievable due to the following factors:

- Lease structures offered by MHE's securing tenure;
- High stable occupancy rates achieved with minimal fluctuation;
- Affordable site fees potentially allowing occupants to receive Commonwealth Rental Assistance; and
- Adequate management.

It should be noted that management plays a crucial role within estates. Proper management will ensure that the occupants of a park are not only satisfied with the offerings provided but will also aid in attracting new occupants.

Affordability

MHE's are generally considered affordable for occupants in term of both entry costs and ongoing site fees.

Entrance costs for MHE's, being the purchase of the onsite manufactured home, is considered relatively affordable for occupants. This affordability is due to the relative costs being typically lower than entrance into the more established residential housing market or traditional retirement villages and the like within Australia.

In regards to site fees these are generally considered affordable due to the low sum of money per week payable and the ability of eligible residents to receive Commonwealth Rental Assistance (CRA). CRA is the Australian Federal Governments rental assistance scheme for Australian citizens and permanent residents. CRA is typically available to people receiving a pension and who don't own the home in which they live (except for mobile and relocatable homes) and can potentially provide a maximum assistance of around \$85.07 to \$127.60 per fortnight to aid in rental expenses with the exact amount dependent on the residents circumstances. The mobile /relocatable nature of MHE's is a key component in allowing eligible residents to claim CRA. Additionally, given that residents of an MHE are typically over 50 years of age, MHE operators report that a large number of their residents receive CRA and that this is considered when setting site fees. A summary of the current CRA rates is as follows:

Family Situation	Maximum Payment per fortnight	No payment if your fortnightly rent is less than	Maximum payment if your fortnightly rent is more than
Single with no children	\$127.60	\$113.20	\$283.33
Single, with no children, sharer	\$85.07	\$113.20	\$226.62
Couple, with no children	\$120.00	\$184.20	\$344.20
One of a couple, who are separated due to illness, with no children	\$127.60	\$113.20	\$283.33
One of a couple, who are temporarily separated, no children	\$120.00	\$113.20	\$273.20

Other Income Sources

In addition to providing a stable revenue stream for operators, a further strength of MHE's is the ability to increase their offerings which can in turn increase probability. There are primarily two ways an estate can increase their revenue streams, the first is by increasing the estates offering potentially commanding greater site fees or by diversification of the income stream with additional complimentary offerings.

This could be in the way of further recreational and / or social facilities, such as a swimming pool, bowling green or a bar or social facility. These additional offerings have the potential benefit of allowing the estate to charge higher site fees or increasing occupancy rates. In essence providing additional services will allow an MHE to compete with more traditional retirement village product for potential occupants.

Diversification of an estates income stream can be achieved by the inclusion of complimentary uses such as a café or bar which can derive an income or the addition of a more traditional caravan park / tourist park offering which could include long term, short term and tourist offerings. The inclusion of a more traditional caravan park, if appropriately managed can result in higher rates over peak holiday periods to increase the turnover levels of the parks. In addition the inclusion of a traditional caravan park can provide grey nomads, or older travellers with a view into a newer style of housing product.





Operating Expenses

One of the major benefits of Manufactured Home Estates within Australia from an operator's perspective is the low expenses and therefore the higher profitability of estates. Generally speaking expenses vary between 20% and 40% of turnover with the variance depending greatly on the offerings within the estate.

MHE's with a relatively simple offering, which may include a recreational area, barbecue area and laundry area, tend to be at the lower end of site fees achievable but also at the lower end of expenses incurred. Properties such as these have expenses typically in the range of between 20% and 27% of turnover. Estates with a greater offering of facilities for residents typically incur expenses of between 28% and 40% with the variance dependent greatly on the facilities provided. Despite these higher expenses incurred these estates typically command a higher weekly site fee than estates with a limited offering.

Mixed use developments with an MHE component in addition to a traditional caravan park or similar component tend to incur expenses of between 28% and 40%. Again the variance in the expenses is primarily attributable to the standard and type of facilities provided.

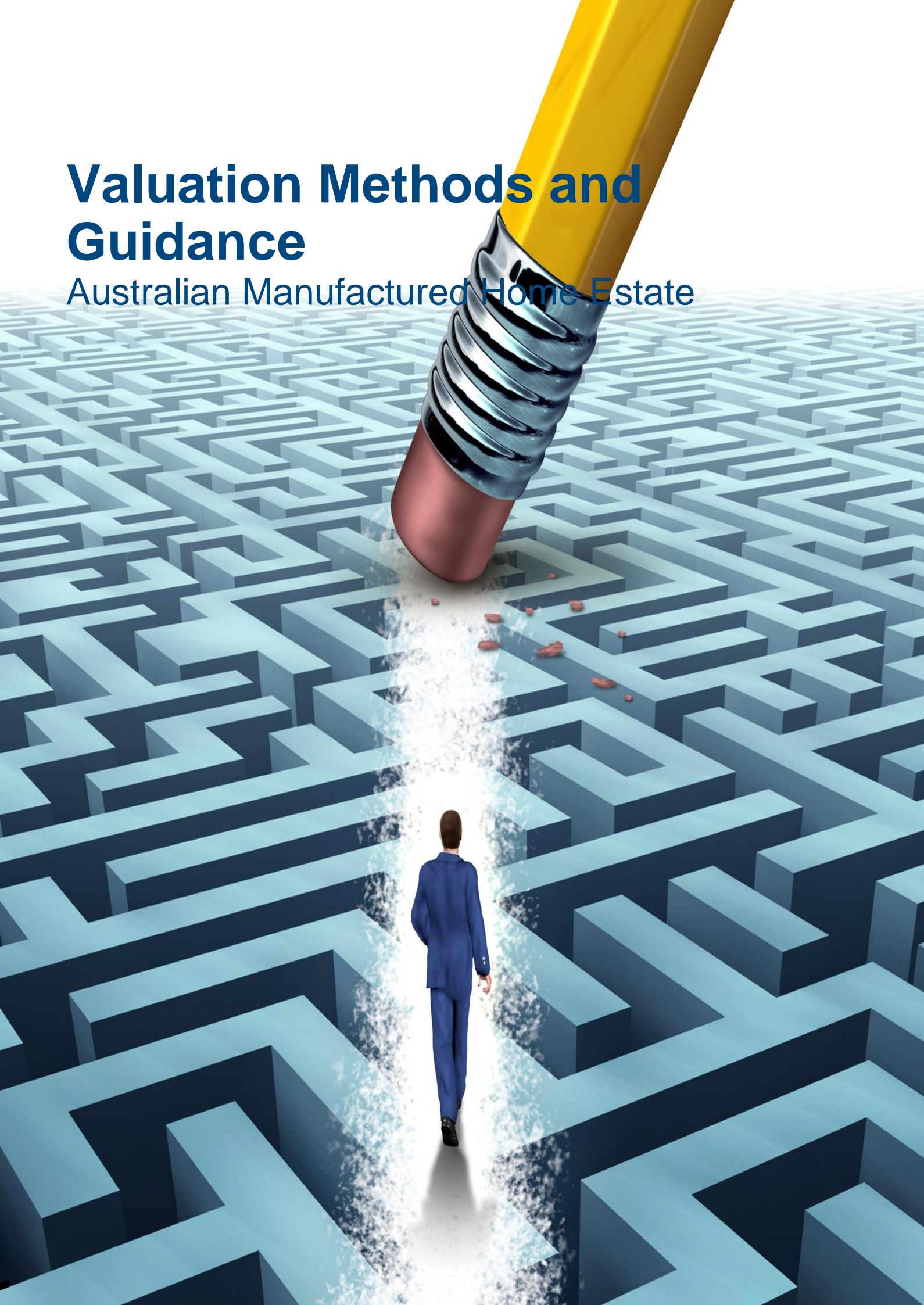
The major expenses within an MHE, or mixed use development, typically include the following:

- Wages;
- Utilities (electricity, gas etc.);
- Maintenance / gardening;
- Rates (council, water etc.); and
- Insurances.



Valuation Methods and Guidance

Australian Manufactured Home Estate



VALUATION METHODS AND GUIDANCE

The primary valuation approach for Manufactured Home Estates within Australia is generally the capitalisation of net income approach to arrive at the freehold going concern value. Either the direct comparison approach on a per site basis or a hypothetical apportionment of freehold and leasehold value is often utilised as a check method. Increasingly and as the industry matures, a discounted cash flow analysis may also be used as a valuation approach.

The capitalisation approach allows the valuer to analyse the income and expenses of a property before arriving at an adjusted net income. A capitalisation rate is then applied to the adjusted net income to arrive at the freehold going concern value of the property. This capitalisation rate is determined through the valuer's analysis of comparable sales.

Both the direct comparison and notional apportionment of freehold and leasehold values are utilised as check methods. The notional apportionment of values involves assessing a value for both the freehold (subject to a notional lease) and leasehold components of the property of which the combined value is generally very similar to that of the freehold going concern value of the property. This method is utilised in more traditional caravan parks where sales of freehold investments and leasehold going concerns are more commonplace.

As the industry matures and becomes more institutionalised we anticipate the discounted cash flow approach will become more commonplace. The relatively steady nature of income streams as rentals allows the discount cashflow approach to be utilised, however given the infancy of the asset class and evolution from more traditional holiday style caravan parks, this approach is yet to be adopted across the industry.

The discounted cash flow analysis involves the Valuer initially assessing a cash flow for the property over a five to ten year period. The Valuer then adopts a discount rate having regard to the size, location, quality and other aspects of the property. The discount rate is then applied to the cash flow projections and added to a terminal value to arrive at a net present value for the property.

An overview of the general capitalisation rates for MHE's across Australia is as follows:

State	Capitalisation Rate
Queensland	8% - 11%
New South Wales	8.5% - 12%
Victoria	8.5% - 13%
Tasmania	13% - 16%
South Australia	10% - 14%
Western Australia	8.5% - 11%

Capitalisation of Net Operating Income

The primary method of valuation of a Manufactured Home Estates is generally the capitalisation of the adjusted net income approach.

This approach first involves the analysis of the turnover and expenses relevant to the property being valued by the Valuer. The Valuer will assess a maintainable income achievable for the business operation under “good average management” before deducting the cost of goods sold and other expenses relevant to the property. This process will allow the Valuer to determine an adjusted net profit figure (or EBITDA) for the property before interest, depreciation, taxation and amortisation.

The Valuer will then adopt a single capitalisation rate in order to determine the value for the property on a freehold going concern basis and apply this to the adjusted net profit. The best evidence of value for an MHE on a freehold going concern basis is that achieved for comparable businesses. Our analysis of sales, market conditions and discussions with industry sources indicates that capitalisation rates for MHE’s, whilst varying across Australia, is generally in the range of 8% and 15%. The variance in the capitalisation rates witnessed is due to attributes such as the size, location, demographics, further development potential and other strengths and weaknesses of the property. More passive and mature MHE’s in key locations will witness sharper capitalisation rates than those with mixed tourism parks or those still trading up to a mature level.

As a check method to the capitalisation of net income approach Valuers often undertake a notional freehold and leasehold apportionment of value. This approach is more common with tourism park assets given the transactional evidence of caravan parks as leaseholds and freehold investments. This approach involves the Valuer assessing a value for both the freehold and leasehold components of the property separately and analysing how this compares to the value assessed for the freehold going concern (overall property). To determine these values, an imputed rental is assessed based on the trading performance of the asset.

In assessing the freehold value the Valuer will utilise the capitalisation of net imputed income approach. This involves the Valuer assessing an imputed rental for the subject property before deducting any ongoing holding expenses incurred by the freehold owner and then be capitalising this figure to arrive at the freehold value.

In regards to assessing the leasehold value the Valuer will adopt the capitalisation of net adjusted income approach. This approach involves the Valuer assessing an adjusted net income similar to that utilised in the assessment of the freehold going concern but making further adjustments which include the deduction of an imputed rental and the adding back of any expenses that will be incurred by the freehold owner instead of the business owner. This adjusted net income is then capitalised to arrive at the leasehold value.

The combination of these two values, the freehold and leasehold values is generally very close to the freehold going concern value with any difference referred to as marriage value.

Discount Cash Flow Analysis

A discounted cash flow analysis has not historically been witnessed in this asset class, however as the industry matures and the income can be more definitively assessed, this method is expected to increase in popularity. The increase in institutional players within the sector will also drive the appeal of the Discounted Cash Flow approach.

In this approach the Valuer initially assesses a cash flow for the property over a five to ten year period. The Valuer then adopts a discount rate having regard to the size, location, quality and other aspects of the property. The discount rate is then applied to the cash flow projections and added to a terminal value to arrive at a net present value for the property. The selection of the internal rate of return or discount rate is used based on an analysis of comparable MHE sales. From our analysis of the recent sales, discount rates or internal rates of return shown from the sales evidence are generally in the range of around 10% to 15%.

Appendices

Sample State Contracts

VIC Site Agreement

Checklist: signing a site agreement

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Introduction

This checklist will help people intending to enter into a site agreement to live in a park. You should work through the items in this checklist carefully, to make sure you are clear about your rights and responsibilities, and to make sure they are properly set out in the site agreement. You can find out more about the items in this checklist in the booklet *Movable dwellings: a guide for residents, owners and managers*. To download this booklet, visit the [Forms and publications page on the Consumer Affairs Victoria website](#), and select Renting.

Note:

- Your site agreement may include extra things, so make sure you understand it before you sign.
Never sign a blank form or blank site agreement.
- **Do not** agree to buy the dwelling until you are satisfied with the site agreement.

Before you sign a site agreement

Check your site agreement clearly states:

- ☐ all the arrangements you discussed with the site owner. You may not be able to rely upon an arrangement that is not in the written agreement
- ☐ how long you can live in the park
- ☐ whether you can renew the site agreement once it expires
- ☐ who can sell the dwelling. If it is the site owner, check the agreement states how much commission they can charge for arranging the sale.

Make sure the site owner has given you:

- ☐ a clear explanation of all rents, fees and charges, including any fees and charges that apply when you leave the park
- ☐ a copy of the park rules
- ☐ if the park is in an area liable to flooding, a written notification of this
- ☐ a copy of *Movable dwellings: a guide for residents, owners and managers*
- ☐ a plan of the park, showing the location of your dwelling
- ☐ a copy of the site agreement **20 days before** asking you to sign it. It is an offence for the site owner to ask you to sign the site agreement within the 20 days
- ☐ the **five-day** cooling-off notice with the copy of the site agreement.

You should:

- ☐ check the park is registered with the local council
- ☐ ask if the park is in an area liable to flooding
- ☐ get legal or financial advice if you are unsure about any part of the site agreement
- ☐ know what the site agreement will cost you in the longer term
- ☐ understand what is involved when you leave at the end of your tenancy or if you decide to leave at an earlier date
- ☐ make sure that you have the complete site agreement, including any schedules or attachments.

When you have signed a site agreement

- ☐ you have **five business days** to change your mind **after** you sign the site agreement
- ☐ keep a copy of the site agreement and related documents and store them somewhere safe.

This checklist is not a substitute for independent legal advice.

Site agreements, also called leases, are legal contracts. From 1 September 2012, they **must** be in writing. If you previously had a verbal agreement with the site owner, make sure your written agreement has the same terms.

Important:

- You have 20 days to consider a site agreement, and **five business days** to get out of this agreement after you sign (cooling-off). See the [Explanatory notes](#) at the end of this document for more information about site agreement consideration and cooling-off periods.
- These timeframes apply only to the site agreement, and not to any separate agreement to buy a movable dwelling that is already, or which will be, located on the site.
- However, in certain cases, you may also be able to get out of the dwelling purchase agreement - see the next section, [What if you have already bought a movable dwelling in the park?](#), for details).
- If you intend to buy a movable dwelling, make sure you are satisfied with the site agreement before doing so.

What if you have already bought a movable dwelling in the park?

From 1 Feb 2013, in some cases, you will have the right to cancel an agreement to purchase a dwelling if you decide not to proceed with the site agreement.

You may cancel a dwelling purchase agreement if you (or your agent) have purchased the movable dwelling from:

- the park owner
- the owner acting on someone else's behalf
- the owner's agent, or
- a party related to the park owner (such as a relative or related company).

If you have been given a site agreement to consider for 20 days and decide not to sign it, you can cancel the dwelling purchase agreement. You must cancel it before the 20 days are over.

If you have already signed the site agreement and decide to cool off within five business days after signing, you can cancel the dwelling purchase agreement at the same time.

If you cancel the purchase agreement, you are treated as though you never signed it in the first place. You get back any money you have paid for the movable dwelling, including your deposit.

You should negotiate the return of your money with the park owner. If you cannot reach agreement, you can go to the Victorian Civil and Administrative Tribunal (VCAT) for an order requiring the repayment of this money. However, if you have damaged the movable dwelling, VCAT can order you to pay compensation to the park owner or the related party.

Note: You do not get this right if you purchased the movable dwelling from a current or previous resident who is not an agent or a related party of the park owner. You would need to seek legal advice on whether you have any other rights in relation to the purchase agreement if you do not want to proceed with it.

Explanatory notes

Length of the site agreement

Make sure the site agreement is clear about how long you can occupy the site.

Important: If the park registered as a caravan park with the local council for the first time after 1 September 2011, the site agreement must allow you to occupy the site for at least **five years**. Make sure the site agreement covers renewing your occupancy period. If you cannot renew the site agreement after it has expired, make sure it is clear about whether you have to move your dwelling out of the park, or can sell it to a new resident.

Rent, fees and charges

A site agreement must set out details of:

- the rent, fees and all other charges to be paid while you reside in the park
- how the rent, fees and all other charges are calculated and their purpose
- how the rent, fees and all other charges can be reviewed or increased
- any charges (for example, exit fees) that apply when you leave the park
- any commission the site owner can charge for selling a dwelling.

Make sure you understand the impact of all fees and charges. If the fees include a **deferred management fee** or other type of **exit fee**, you must find out how much money you will be required to pay to the site owner if you choose to sell your dwelling and leave the park. Deferred management or exit fees can be complicated, and you can seek further advice about them from a solicitor, accountant or other professional.

You should consider how you will pay any exit fees at the end of your tenancy. Other parks may not have these special fees or payments. Always shop around for the deal that best suits your circumstances.

Site owners must not ask for any payments that are not in the site agreement. A site owner cannot increase rent for the site unless the site agreement allows for this. However, the Residential Tenancies Act allows a site owner to charge a reasonable one-off fee for the supply of a key for park access, or a reasonable additional charge for any visitor who stays on your site.

Leaving the park early and assigning your site agreement

If you decide to sell your dwelling and leave the park before your site agreement ends, you can transfer the remaining period to the buyer, who takes over responsibility for all fees, charges and rent from the transfer date. Under the law, the transfer is called an assignment.

You must have permission from the site owner before you assign the site agreement, but they cannot unreasonably refuse to consent. You can use the 'Assignment of Part 4A Site Agreement' form, available from Consumer Affairs Victoria to obtain the site owner's consent.

Site owners must not charge a fee for agreeing to an assignment of a site agreement.

Selling your dwelling

If you decide to sell your dwelling and leave the park, you can choose to sell the dwelling yourself, use an agent (such as an estate agent) or allow the site owner to sell the dwelling for you.

It is an offence for the site owner to force you to let them sell your dwelling or to interfere with the sale. If you choose to allow the site owner to sell your dwelling, they can only charge a commission if it is set out in the site agreement.

Bonds and condition reports

It is rare for a site tenant who owns their dwelling to be asked to pay a bond or complete a condition report for the site. If you are asked to do so, there are laws that must be followed. The bond must be lodged with the Residential Tenancies Bond Authority within 10 business days after you pay it to the site owner, who must provide you with a copy of the signed bond lodgement form. Consumer Affairs Victoria can provide more information.

Utilities

Site owners must pay the installation and initial connection costs to a site for electricity, gas, or water.

If the services do not have separate meters for your site, the site owner must pay for the services.

If the site has a separate meter, you must pay for the services. If the owner pays the bill and then seeks repayment from you, they must not charge you more than the utility supplier would have charged you.

You are liable for all charges for the supply and use of bottled gas at your site.

Park rules

A site owner can make rules about the use, enjoyment, control and management of the park, which the Residential Tenancies Act requires you to observe. Make sure you understand the rules and their implications.

Site owners must consult with you if they wish to change the park rules at any time after you move in, but you may wish to ask whether the site owner intends to change any of the park rules in the near future so that you know about possible future changes.

Repairs and maintenance

Generally, **dwelling** repairs are the tenant's responsibility and **site** repairs are the site owner's responsibility. If you have any doubt about who is responsible for repairs, contact Consumer Affairs Victoria for more information.

Any problems with the **communal park facilities** are the site owner's responsibility. If you or someone visiting you damages a site or any communal facility, you must either repair the damage or notify the site owner and pay compensation for the damage. You must inform the site owner if you become aware that any communal facilities have been damaged or broken down.

Checklist: signing a site agreement

The site owner must provide you with up-to-date contact details for urgent repairs.

Park registration

Parks should register with the local council under the *Residential Tenancies (Caravan Parks and Movable Dwellings Registration and Standards) Regulations 2010*. These Regulations require all parks to maintain safety standards for a wide range of matters, including:

- fire prevention and safety
- emergency management plans
- supply and standard of water
- sewage and waste water
- laundry facilities
- lighting
- garbage bins
- smoke alarms

Time allowed to consider the site agreement

You have a 20-day period, starting the day after you receive the site agreement, to consider whether to sign. This period includes weekend days. The site owner cannot ask you to sign the agreement until the 21st day after the day you were given the agreement to read through and consider.

Time allowed to cool off

You have five business days to change your mind after you sign a site agreement. The cooling off period begins the day after you sign. It excludes weekends and public holidays.

If you change your mind and withdraw from the site agreement, you are treated as if you never signed it in the first place. You get back any deposit you have paid to the site owner less \$100.

NSW Site Agreement

ACKNOWLEDGEMENT BY RESIDENT

The resident acknowledges that the park owner or park manager advised the resident of their right to seek independent advice before entering into this agreement.

Resident To Initial

FURTHER ADDITIONAL TERMS MAY BE ADDED HERE IF REQUIRED

Parks owner's signature

Resident's signature

NOTES

Definitions

1. In this agreement:

Department means the Government Department administering the Residential Parks Act 1998.

park manager means a person appointed by the park owner of a residential park, with responsibility for the day to day management of the residential park, including the letting of residential sites.

park owner means the person who grants the right to occupy a residential site under this agreement, and includes the person's heirs, executors, administrators and assigns.

regulations means regulations under the *Residential Parks Act 1998*

rental bond means money paid by the resident as security to carry out this agreement.

resident means the person who has the right to occupy a residential site under this agreement, and includes the person's heirs, executors, administrators and assigns.

residential park means a caravan park or manufactured home estate.

residential premises includes a residential site

residential site means a site within a residential park that is used, or is intended to be used, for the installation of a moveable dwelling owned by the resident.

tenancy means the right to occupy a residential site under this agreement.

Notice Under Section 73 (3)

A RESIDENT'S RIGHT TO OCCUPY RESIDENTIAL PREMISES UNDER THE RESIDENTIAL TENANCY AGREEMENT IS A LEASEHOLD RIGHT ONLY, AND NOT A FREEHOLD OR OTHER RIGHT OF AN UNLIMITED OR PERPETUAL NATURE AND MAY, IN CERTAIN CIRCUMSTANCES, BE TERMINATED.

SAMPLE ONLY

ELECTRICITY SUPPLY – INFORMATION FOR RESIDENTS

- Dispute resolution about the supply of electricity is provided for in the Residential Parks Act 1998. As well, residents have the right to access the Energy and Water Ombudsman.
- Information about Government rebate schemes may be obtained from the NSW Department of Energy, Utilities and Sustainability.

SAMPLE ONLY

QLD Site Agreement

Site agreement

Manufactured Homes (Residential Parks) Act 2003

This form is effective from 1 October 2011

Home owners and park owners/managers complete this form when they agree to enter into a site agreement under the *Manufactured Homes (Residential Parks) Act 2003* (the Act).

The park owner must give prospective home owner/s for a site:

- two copies of this form
- the *Home owners information document* (form 1) for the park
- the park rules and any proposal for a change in park rules that is not resolved.

Note: A copy of the park rules must be attached to each of the two copies of this site agreement.

Warning

Before signing this site agreement:

- Seek independent professional advice from a solicitor, community legal service or financial adviser.
- Ensure that the special terms are satisfactory and that you understand how the special terms may affect you.

Special terms

- Special terms are not prescribed by the Act, but are subject to negotiation between the parties to the site agreement.
- If a special term of the site agreement is inconsistent with any part of the Act or a Regulation, the Act or Regulation overrides the agreement and the special term is void to the extent of the inconsistency.
- A Regulation may prohibit particular types of special terms.

The prospective home owner/s must sign both copies of this form and give them to the park manager. Within 10 days of receiving these, if the park owner decides to enter into the agreement, he or she must sign both copies and return one copy to the new home owner/s.

The park owner must pay the costs of preparing this agreement and keep this form for at least 1 year after the agreement is terminated.

The document is in four parts:

- Part 1: Schedule (detailing the site, rent, and terms and conditions of use)
- Part 2: Terms of site agreement
- Part 3: Special terms of the site agreement
- Part 4: Acceptance of site agreement

You can obtain copies of the Act from SDS Publications (phone 1800 801 123) or download them from **www.legislation.qld.gov.au**

Home owners and park owners/managers may contact the Queensland Civil and Administrative Tribunal (the tribunal) on 1300 753 228 or at **www.qcat.qld.gov.au** to help resolve disputes relating to site agreements if internal dispute-resolution procedures fail.

Please complete this form in BLOCK letters. Attach extra pages if needed. Give all dates as DD/MM/YYYY.

If you need help with this form, contact the Department of Communities on **13 QGOV (13 74 68)**.

Part 1—Schedule

This site agreement made between the parties shown at sections 1 and 2 for the rental of the site stated in section 3 permits the home owner/s to:

1. position a manufactured home on the site and reside in that manufactured home, or
2. reside in a manufactured home already positioned on the site.

The manufactured home will be their principal place of residence under the terms and conditions stated in this site agreement.

**Section 1
Park owner**

Preferred title ☐ Mr ☐ Mrs ☐ Ms ☐ Miss Other (specify)

First name Last name

Business address

Suburb State ☐☐☐ Postcode ☐☐☐☐

Business hours phone

Fax

Email

Full company/corporation name

Registered Business Number (BN) ☐☐☐☐☐☐☐☐ (not Australian Business Number) **or** Australian Company Number (ACN) ☐☐☐☐☐☐☐☐

Address

Suburb State ☐☐☐ Postcode ☐☐☐☐

Signature Date signed ☐☐ / ☐☐ / ☐☐☐☐
D D M M Y Y Y Y

**Section 2
Prospective home
owner/s**

Person 1

Preferred title ☐ Mr ☐ Mrs ☐ Ms ☐ Miss Other (specify)

First name Last name

Current address

.....

Suburb State ☐☐☐ Postcode ☐☐☐☐

Phone Fax

Email

Person 2

Preferred title ☐ Mr ☐ Mrs ☐ Ms ☐ Miss Other (specify)

First name Last name

Current address

.....

Suburb State ☐☐☐ Postcode ☐☐☐☐

Phone Fax

Email

Part 1—Schedule continued**Section 3
Residential park
and site**

Park name and address

.....

Site location (e.g. site number or other description)

.....

Maximum number of persons allowed to reside in the manufactured home

Area of site (e.g. z square metres or x metres by y metres)

**Section 4
Site agreement
commencement date**

Commencement date / /
D D M M Y Y Y Y

**Section 5
Site rent and other
charges**

Site rent \$ per ☐ week / ☐ fortnight / ☐ month
 (please tick applicable period)

Number of persons included in the site rent

Charges for additional persons \$ per ☐ week / ☐ fortnight / ☐ month
 (please tick applicable period)

Site rent includes (e.g. water, electricity, gas, mowing)

.....

.....

**Section 6
Costs for utilities
and services**

Service/utility	Included/not included in rent	Frequency (e.g. monthly, quarterly, yearly)	Current amount if fixed cost (not metered)
Electricity			
Gas			
Water			
Telephone			
Mowing/ gardening			
Other services (specify)			

**Section 7
Site rent payment day**

Site rent payment day

.....

Part 1—Schedule continued	
Section 8 Method of site rent payment	<div> <input type="checkbox"/> Cash <input type="checkbox"/> Cheque </div> <div> <input type="checkbox"/> EFTPOS <input type="checkbox"/> Credit card </div> <div> <input type="checkbox"/> Direct deposit into specified financial institution <input type="checkbox"/> Deduction from pension </div> <div> <input type="checkbox"/> Other (please specify) </div>
Section 9 Location of site rent payment	Place where site rent must be paid (e.g. at the park's office, at the park owner's financial institution)
Section 10 Site rent increases	Method of calculation (e.g. current rent + CPI or x%) Frequency of increases (e.g. annually) Any other regular review periods Note: The procedures for dealing with rent disputes are set out in part 2 section 4 of this agreement.
Section 11 Keeping of pets	Pets allowed <input type="checkbox"/> Yes <input type="checkbox"/> No Type and number of pets allowed Note: The keeping of pets is subject to any local government laws.
Section 12 Other conditions	Can the home owner/s let the home? <input type="checkbox"/> Yes <input type="checkbox"/> No If so, are there any limitations on letting the home? Please specify.

Part 1—Schedule continued	
Section 13 Other conditions	Other conditions Can the home owner/s place a ‘for sale’ notice on the home? <input type="checkbox"/> Yes <input type="checkbox"/> No Are there any restrictions on the size of the notice or the placement of the sign? Please specify.
Section 14 Other conditions	The park owner reserves the right to reposition the manufactured home to a comparable site in the park if necessary. <input type="checkbox"/> Yes <input type="checkbox"/> No (See part 2 section 11 of this agreement for conditions.)
Section 15 Special terms	Special terms are detailed in part 3 of this agreement.
Section 16 Park rules	The park rules attached to this document form part of the site agreement.
Part 2—Terms of site agreement	
Section 1 Agreement made under the Act	1.1 This site agreement is governed by and is subject to section 25 of the Act. 1.2 The site agreement includes terms specified under the Act (section 19). 1.3 The Act imposes duties on, and gives entitlements to, the park owner and home owner/s that are taken to be included as terms of the agreement. 1.4 Any terms of this agreement negotiated in addition to those terms required by the Act are ‘special terms’. Special terms are set out in part 3 of this site agreement. 1.5 Any park rules in existence at the time are taken to be part of the site agreement. (Note: Section 77 of the Act limits what park rules can be made about. See part 2 section 7 of this document.) 1.6 Standard terms may be prescribed by a Regulation (section 20). 1.7 Contracting out of the Act (purposely including provisions in the agreement to defeat the purpose of the Act) is prohibited. Any agreement is void to the extent to which it attempts to exclude, change or restrict the application or operation of a provision of the Act. 1.8 The park owner must pay the costs of preparing this site agreement. <i>Special terms</i> 1.9 A Regulation may prohibit certain types of special terms or park rules. 1.10 The park owner must not include a prohibited special term in a site agreement. 1.11 The park owner must not make or attempt to enforce a prohibited special term or park rule. Significant penalties apply. 1.12 Any special terms or park rules that are prohibited are void.

Part 2—Terms of site agreement continued

Section 1 continued	<p>1.13 If there is a dispute about whether a special term is prohibited, the home owner/s may apply to the tribunal for an order declaring the term void. The tribunal may order the term void, not void or void to a stated extent, or may vary the term.</p> <p>1.14 If a provision of the Act or a Regulation is inconsistent with a special term of the agreement, the provision of the Act prevails and the term is void to the extent of the inconsistency.</p> <p>1.15 If a standard term is inconsistent with a special term of the agreement, the standard term prevails and the special term is void to the extent of the inconsistency.</p>
Section 2 Period of agreement/ termination	<p>2.1 This site agreement commences on the date shown in part 1 section 4.</p> <p>2.2 This site agreement continues until it is terminated under the provisions of the Act.</p> <p>2.3 This site agreement may be terminated if one of the following occurred:</p> <ul style="list-style-type: none">(a) The park owner breached the cooling-off provisions of the Act (section 33). The home owner/s must give the park owner a <i>Termination notice—by home owner within 28 days of entering site agreement</i> (form 3).(b) The parties to the site agreement mutually agreed to terminate (section 36) and completed a <i>Termination notice—by mutual agreement</i> (form 4). However, a mutual agreement to terminate a site agreement entered into before or on the same day as this site agreement is void.(c) The home owner/s gave the park owner 28 days notice of termination (section 37).(d) The park owner applied to the tribunal (section 38) for an order to terminate the agreement on any of the following grounds:<ul style="list-style-type: none">– The home owner/s contravened a term of the agreement and failed to remedy the breach within 28 days.– The home owner/s assaulted a person who was lawfully in the park.– The home owner/s wilfully destroyed the property of others in the park.– The home owner/s used the site other than as a place of residence.– The home owner/s, tenant/s or guest/s interfered with the quiet enjoyment of other residents and, after written notice, continued to engage in the same conduct.– The park owner wishes to change the purpose of the park land and is able to provide evidence to the tribunal from the local government that the land may lawfully be used for that purpose. In this case, the tribunal must make a compensation order that the park owner pay relocation or other expenses of the home owner/s. The tribunal may also order the park owner to make another site within the park available to the home owner/s (unless the tribunal is satisfied there is no suitable site available), and order that the termination does not take effect until a later time specified by the tribunal (up to 1 year from the time of the order).– The manufactured home has been abandoned (see part 2 section 10).

Part 2—Terms of site agreement continued

Section 3 Prohibited agreements

- 3.1 The park owner must not, before or at the same time as entering into a site agreement with the home owner/s:
- (a) include in the site agreement a term to terminate the site agreement
 - (b) enter into another agreement or include a term in another agreement to terminate the site agreement
 - (c) include in the site agreement a term that requires the home owner/s to enter into an agreement with the park owner at some later time to terminate the site agreement.
- 3.2 Any such term or agreement is void.

Section 4 Site rent

4.1 How site rent is to be paid

- 4.1.1 The home owner/s must pay the rent by the due date in the approved manner stated in part 1 section 8 of this site agreement.
- 4.1.2 The parties may agree in writing to vary the method of payment stated in the site agreement provided that the proposed change is an approved way (section 63[4]). The method stated in this site agreement remains in force unless both parties agree to the change.

4.2 Where rent is to be paid

- 4.2.1 Rent must be paid at the place stated in part 1 section 9.
- 4.2.2 If the park owner gives the home owner/s a notice stating a different place for the payment of site rent and it is reasonable for the home owner/s to comply with the notice, the home owner/s must pay the rent at the place stated in the notice. If no place is stated in this site agreement, the home owner/s must pay the rent at an appropriate place (e.g. the park owner's office in the park).

4.3 Rent receipts

- 4.3.1 The park owner must give rent receipts when payments are made by cash and, on request, when made by cheque (section 65).
- 4.3.2 Where payments are made by other methods, the park owner must, upon request, provide the home owner/s with a copy of the site rent payment record (section 65).

4.4 Increasing site rent

- 4.4.1 Site rent may only be increased in the ways set out in sections 68 to 71 of the Act.
- 4.4.2 Where the rent increase is in accordance with part 1 section 10 of this site agreement, the park owner must give the home owner/s written notice at least 28 days before the increase is proposed to take effect. This notice must state:
- (a) the amount of the increase
 - (b) how the increase has been calculated
 - (c) the date the increased site rent is first payable
 - (d) that if they consider the increase excessive, the home owner/s can apply to the tribunal (within 28 days of receiving the notice) for an order reducing or setting aside the amount of the increase.

The increased rent is payable until the tribunal makes an order. The park owner must refund any overpayment if the tribunal makes an order reducing or setting aside the amount of the increase.

Part 2—Terms of site agreement continued

- 4.4.3 The tribunal may reduce, set aside or confirm the amount of the proposed increase, or make any other order considered appropriate.
- 4.4.4 In deciding the application, the tribunal may consider the range of site rents usually charged for comparable sites in comparable residential parks in the locality of the park. If it is impractical to obtain this data, or data is not available for that range, the tribunal may consider the range of site rents usually charged for comparable residential park sites in comparable localities. If it is impractical to obtain this data, or the data is not available, the tribunal may consider general trends in rent for residential accommodation in the park's locality. The tribunal may also consider:
- (a) the increased site rent compared to the previous site rent
 - (b) the frequency and amount of past increases in the site rent payable
 - (c) any increase in the consumer price index (CPI) during the previous site rent period
 - (d) the amenity or standard of the common areas and communal facilities
 - (e) any withdrawal of communal facilities or services previously provided at the park
 - (f) any addition of communal facilities or service not previously provided at the park
 - (g) any increase in the park's operating costs during the previous site rent period
 - (h) whether the increase is fair and equitable in all the circumstances of the case
 - (i) anything else the tribunal considers relevant.
- 4.4.5 The park owner may seek to increase site rent outside of the terms of the agreement only if the increase is necessary to cover:
- (a) significantly increased operational costs, including significant increases in rates, taxes or utility costs for the park
 - (b) unforeseen significant repair costs
 - (c) significant facility upgrades.
- A proposed increase in rent outside the terms of the site agreement cannot be based on a market review of site rent.
- 4.4.6 Where the park owner wants to increase the rent outside of part 1 section 10 of this site agreement, the park owner must give the home owner/s written notice at least 2 months before the date of the proposed increase stating:
- (a) the amount of the proposed increase
 - (b) the basis for the proposed increase
 - (c) the date the proposed increase is to take effect.
 - (d) that the home owner/s must (within 28 days of receiving the notice) give the park owner a written response indicating whether or not they agree to the proposed increase.
- If the home owner/s do not respond in writing, they are taken not to have agreed to the proposed increase.
- 4.4.7 If the park owner and home owner/s do not agree on the proposed increase within 28 days, the park owner may apply to the tribunal for an order about the proposed increase.

Part 2—Terms of site agreement continued

- 4.4.8 The tribunal may reduce, set aside or confirm the amount of the proposed increase, or make any other order considered appropriate. In deciding the park owner's application, the tribunal may consider:
- (a) the increased site rent compared to the previous site rent
 - (b) the frequency and amount of past increases in the site rent payable
 - (c) any increase in the CPI during the previous site rent period
 - (d) the amenity or standard of the common areas and communal facilities
 - (e) any withdrawal of communal facilities or services previously provided at the park
 - (f) any addition of a communal facilities or services not previously provided at the park
 - (g) any increase in the park owner's operating costs for the park during the previous site rent period
 - (h) whether the increase is fair and equitable in all the circumstances of the case
 - (i) anything else the tribunal considers relevant.

- 4.4.9 The park owner must not threaten, intimidate or coerce a home owner to agree to a proposed increase in site rent or to refrain from making an application to the tribunal seeking a review of site rent.

4.5 Rent decreases

- 4.5.1 Where the amenity or standard of the park has substantially deteriorated or where communal facilities or services have been withdrawn, the home owner/s may apply to the tribunal for an order reducing the site rent payable.
- 4.5.2 The home owner/s may also apply to the tribunal seeking a reduction in the site rent when a communal facility or service described in advertising or another document prepared by or for the park owner has not been provided. In such cases, the advertising or document must have been made available to the home owner/s before the site agreement was entered into.
- 4.5.3 In deciding an application for a rent reduction, the tribunal may consider:
- (a) this site agreement
 - (b) the *Home owners information document* (form 1)
 - (c) any relevant advertising material made available to the home owner/s by the park owner before the site agreement was entered into
 - (d) any other document the tribunal considers relevant.
- 4.5.4 Where the site rent includes utility charges (e.g. gas, water and electricity) and separate metering and charging is introduced or where, through no fault of the home owner/s, a utility stops being available, the site rent must be reduced by the amount factored into the site rent for the utility charge.
- 4.5.5 The tribunal can resolve disputes about the amount by which rent should be reduced upon application by the home owner/s. The home owner/s must apply within 28 days of receiving a 'utility cost notice'.

Part 2—Terms of site agreement continued

Section 5 Responsibilities and obligations of home owners

5.1 Basic responsibilities of home owners

5.1.1 Home owners have the following basic responsibilities:

- (a) Use the site and manufactured home as a place of residence only.
- (b) Use the park's common areas for purposes associated with residential use only.
- (c) Do not use or allow guests or tenants to use the park's common areas for an illegal purpose.
- (d) Do not interfere with the reasonable peace, comfort or privacy of other park residents or allow guests or tenants to do so.
- (e) Pay the site rent and other charges payable under the agreement by the due dates.
- (f) Do not intentionally or recklessly damage or destroy the park's communal facilities or allow tenants or guests to do so.
- (g) Maintain the manufactured home in a reasonable state of cleanliness and repair so it is fit to live in.
- (h) Comply with the agreement and park rules.

5.2 Other obligations of home owners

Letting of the manufactured home

5.2.1 The home owner/s must not let the manufactured home unless it is allowed under part 1 section 12 of this document.

5.2.2 If the home is let, the home owner/s must, as soon as practicable after the letting, give the park owner written notice stating the name of the tenant and the period of the tenancy.

5.2.3 The home owner/s should enter into an agreement with the tenant under the *Residential Tenancies and Rooming Accommodation Act 2008*.

Alterations or additions to the manufactured home

5.2.4 The home owner/s must not make any alterations to the home that are visible from the outside or any additions to the home unless the park owner gives written consent.

5.2.5 The home owner/s must obtain any relevant building approval from local government (council approval) for any building work.

5.2.6 The park owner must not unreasonably refuse to give written consent.

5.2.7 The home owner/s may apply to the tribunal if they consider the refusal is unreasonable. Providing that the proposed alteration or addition would not contravene a law of the state, the tribunal may make an order.

Section 6 Responsibilities and obligations of park owners

6.1 Basic responsibilities of park owners

6.1.1 A park owner has the following basic responsibilities:

- (a) Take reasonable steps to ensure that home owners have access to their sites and all common areas.
- (b) Maintain the common areas and communal facilities in a reasonable state of cleanliness and repair so they are fit for use by home owners.
- (c) Be reasonably available to home owners to address park issues, such as the supply of utilities.
- (d) As far as possible, ensure continuity of supply of a utility to the park and the sites.
- (e) Comply with the site agreement and park rules.
- (f) Display on the residential park noticeboard any information required by Regulations.

6.2 Other obligations of park owners

Quiet enjoyment

- 6.2.1 The park owner must take reasonable steps to ensure home owners have quiet enjoyment of their sites and common areas.
- 6.2.2 The park owner or park manager must not interfere with home owners' reasonable peace, comfort and privacy.

Access for emergency vehicles

- 6.2.3 The park owner must ensure that emergency vehicles (e.g. ambulance, fire and police) have ready access to the park.

Maintenance of trees in common areas

- 6.2.4 The park owner must ensure the trees in common areas of the park are maintained so they do not pose a danger to any person or property. Responsibility for trees on the sites may be negotiated between the park owner and the home owners.

Mail facilities

- 6.2.5 The park owner must establish and maintain reasonable and accessible mail facilities for the home owners.

Separate measurement or metering of utilities

- 6.2.6 Where utility charges are to become separately metered or measured, the park owner is responsible for the cost of installing any measuring device or meter.
- 6.2.7 The park owner must not charge the home owner/s an amount for the use of a utility that is more than the amount charged by the relevant supply authority for the quantity of the service supplied to or used at the site. This applies if a utility is separately measured or metered and charged or if the utility becomes separately measured or metered and charged.

Change of business hours phone number

- 6.2.8 The park owner must inform the home owners of a change in the business hours contact phone number for the park within 7 days of the change.

Access by park owner to site

- 6.2.9 In accordance with section 94 of the Act, the park owner may enter a manufactured home site in the following circumstances only:
- (a) where the home owner/s have consented
 - (b) in an emergency
 - (c) to read a utility meter
 - (d) to carry out an inspection or maintenance on the site after giving the home owner/s 2 days notice
 - (e) to show the site to a prospective buyer after giving the home owner/s 1 days notice
 - (f) if the park owner reasonably believes the manufactured home has been abandoned
 - (g) under an order of the tribunal for a stated purpose.
- 6.2.10 Entry for reasons set out in (c), (d) and (e) must not happen on a Sunday or public holiday or between 8.00 pm and 8.00 am without the written consent of the home owner/s.

Part 2—Terms of site agreement continued

Section 7 Park rules

- 7.1 The park owner may make rules about the use, enjoyment, control and management of the park (section 77). Rules may only be made about the following within the park:
- (a) the use and operation of communal facilities
 - (b) noise levels
 - (c) sport and other recreational activities
 - (d) speed limits for motor vehicles
 - (e) parking of motor vehicles
 - (f) disposal of refuse
 - (g) keeping of pets
 - (h) other things prescribed by a Regulation.
- 7.2 The Act sets out the procedure that a park owner must follow to change a park rule. This procedure includes setting an ‘objection closing date’ (which must be at least 28 days after the notice of proposed changes is given to park residents), establishing a park liaison committee to consider objections, and applying to the tribunal if the matter cannot be resolved (sections 78–85).
- 7.3 The park rules specific to the park attached to this document and referred to in part 1 section 16 form a part of this site agreement.
- 7.4 A Regulation may prohibit certain types of park rules.
- 7.5 The park owner must not make or attempt to enforce a prohibited park rule. Significant penalties apply if a park owner makes or attempts to enforce a prohibited park rule.
- 7.6 Any park rules that are prohibited are void.
- Note: The park owner must attach a copy of the park rules to this site agreement.**

Section 8 Sale of homes

- 8.1 The home owner/s may sell a manufactured home that is positioned on site in a residential park. The home can be sold personally by the home owner/s. It can be sold by the park owner or manager if they were appointed by the home owner/s to sell the manufactured home using a *Selling authority* (form 9). Alternatively, the home owner/s can engage a real estate agent to sell the home.
- 8.2 If appointed to sell the home, the park owner is entitled to charge a fee up to the maximum prescribed fee.
- 8.3 The park owner is prohibited from engaging in fraudulent or misleading conduct in the operation of the park or in acting as a home owner’s agent to sell, or to negotiate the sale of, a manufactured home.
- 8.4 The park owner is prohibited from engaging in harassment or unconscionable conduct in the operation of the park or in acting as a home owner’s agent to sell, or to negotiate the sale of, a manufactured home.

Part 2—Terms of site agreement continued

Section 9 Assignment of site agreement (transferring a site)

- 9.1 The home owner/s proposing to sell the manufactured home (the seller/s) may assign this site agreement to a buyer or buyers. That is, they may transfer the agreement from being between the seller/s and the park owner to be between the buyer/s and the park owner.
- 9.2 The seller/s must notify the park owner in writing using a *Notice of proposed sale and assignment* (form 7) that they propose to sell their home and to assign the site agreement.
- 9.3 Within 7 days of receiving the notification, the park owner must give the prospective buyer/s:
- (a) a copy of the existing site agreement
 - (b) the *Home owners information document* (form 1)
 - (c) the park rules (with any proposed changes)
 - (d) written advice of the current site rent payable by the seller/s.
- 9.4 The seller/s and buyer/s must each sign two copies of a completed *Form of assignment* (form 8).
- 9.5 The seller/s must give the park owner a written request for the park owner's consent to the assignment accompanied by two copies of the *Form of assignment* (form 8).
- 9.6 The assignment is not effective unless the park owner has consented to the assignment. The park owner must not unreasonably refuse the assignment. If the park owner fails to make a decision about the assignment within 14 days of receiving the form, the park owner is taken to have refused to consent to the assignment.
- 9.7 If not consenting to the assignment, the park owner must provide written reasons to the seller/s. The park owner must also provide written notice that the seller/s may apply to the tribunal if they are dissatisfied with the refusal.
- 9.8 To consent to the assignment, the park owner must sign both copies of the *Form of assignment* (form 8).
- 9.9 One copy of the form must be retained by the park owner for 1 year after termination of the site agreement. The other copy must be returned to the seller.
- 9.10 The seller/s must give the signed *Form of assignment* (form 8) and their copy of the site agreement to the buyer/s as soon as practicable.

Notes

- 1. The buyer/s can either accept an assignment of the existing site agreement or negotiate a new site agreement with the park owner.**
- 2. The seller/s can either assign or not assign an existing agreement. If they do not assign the agreement, the buyer/s must negotiate a new site agreement with the park owner (unless the home will be removed from the park). If the site agreement is not assigned, the seller/s should give the park owner a *Termination notice—by home owner* (form 5).**

Section 10 Abandonment

- 10.1 Where a park owner reasonably believes a manufactured home has been abandoned by the home owner/s, the park owner may apply to the tribunal for an order to sell the manufactured home and any personal effects.
- 10.2 Unless the site agreement has already been terminated, the agreement is taken to be terminated when the tribunal makes the abandonment order.
- 10.3 The proceeds of the sale will be distributed in accordance with section 54 of the Act.

Part 2—Terms of site agreement continued

Section 11 Repositioning of the manufactured home

11.1 This agreement may permit the park owner to reposition the manufactured home to another site in the park (see part 1 section 14). If so, the park owner may only reposition the manufactured home to a site that is broadly comparable to the original site and only where the park owner gives the home owner/s a written undertaking to pay all expenses involved in the repositioning.

Section 12 Forms

Approved forms have been developed to assist businesses and home owners in complying with the requirements of the Act. You can obtain these forms by visiting **www.communities.qld.gov.au** or by calling the Department of Communities on **13 QGOV (13 74 68)**. The forms are:

- *Home owners information document* (form 1)—to be completed by the park owner and given to potential home owners
- *Manufactured homes (residential parks) site agreement* (form 2)—to be completed by the park owner and home owner/s when entering into a site agreement
- *Termination notice—by home owner within 28 days of entering site agreement* (form 3)—to be completed by the home owner/s and given to the park owner
- *Termination notice—by mutual agreement* (form 4)—to be completed by the home owner/s and the park owner
- *Termination notice—by home owner* (form 5)—to be completed by the home owner/s and given to the park owner
- *Notice to remedy breach* (form 6)—to be completed by a park owner or home owner/s and given to the other party where they claim there has been a breach of one or a number of terms of the site agreement
- *Notice of proposed sale and assignment* (form 7)—to be completed by the home owner/s and given to the park owner when the home owner/s want to sell their manufactured home and assign the site agreement to a buyer or buyers
- *Form of assignment (transfer)* (form 8)—to be completed by the home owner/s (seller/s), the buyer/s and the park owner when the home owner/s want to assign their interest in a site agreement for a site in a residential park to the buyer/s
- *Notice of variation of site agreement upon assignment to allow periodic site rent variations based on market review* (form 8a)—to be completed by the park owner when the home owner/s want to assign their interest in a site agreement for a site in a residential park to the buyer/s
- *Selling authority* (form 9)—to be completed by the home owner/s (seller/s) to authorise the park owner/manager to sell their manufactured home on a site in a residential park
- *Information for record of residential parks* (form 10)—to be completed by a park owner within 28 days of opening the park or within 28 days of a change in the information previously supplied.

Warning	Before signing this site agreement: <ul style="list-style-type: none">• Seek independent professional advice from a solicitor, community legal service or financial adviser.• Ensure that the special terms are satisfactory.
Special terms	<ul style="list-style-type: none">• Special terms are not prescribed by the Act, but are subject to negotiation between the parties to the site agreement.• If a special term of the site agreement is inconsistent with any part of the Act or a Regulation, the Act or Regulation overrides the agreement and the special term is void to the extent of the inconsistency.

Special terms relate to the particular park involved.

Under section 22 of the Act, special terms may be varied at any time during the period of the agreement. Any variation of a special term is void unless it is signed by both parties to the agreement.

If the parties cannot agree to the variation of a special term, either party may apply to the tribunal to vary the agreement. The tribunal may make any order considered appropriate.

A Regulation may prohibit particular types of special terms.

A park owner must not include a prohibited special term in a site agreement or make or attempt to enforce a prohibited special term in a residential park. Significant penalties apply if a park owner makes or attempts to enforce a prohibited special term.

Any special terms that are prohibited are void in all site agreements.

If a dispute arises about whether a special term is a prohibited special term, the home owner/s may apply to the tribunal for an order declaring the term void. The tribunal may declare the term void, not void or void to a stated extent, or may vary the term.

A home owner under a site agreement may apply to the tribunal to consider whether a special term of the site agreement is clearly expressed in plain language. If the tribunal considers the term is not clearly expressed in plain language, it may make an order varying the terms of the site agreement. It may also make an order prohibiting the park owner from using the same or a similar term in any subsequent site agreement.

Example of a special term

The Act does not specify who is responsible for maintaining the site the home is located on or any fences around that site. The Act makes it clear that the common areas are the park owner’s responsibility and maintenance of the home on the site is the responsibility of the home owner/s. A special term allows the park owner and the home owner/s to determine an appropriate sharing of site maintenance. Some park owners may prefer to deal with all site maintenance issues for consistency. Some home owners may value the right to work on their site. A special term will clarify the rights of both parties.

State any special terms of the site agreement.

.....

.....

.....

.....

.....

.....

Part 4—Acceptance of site agreement

Checklist	<div data-bbox="496 152 1525 488"> <input type="checkbox"/> I have sought independent legal advice. <input type="checkbox"/> I have received and read the <i>Home owners information document</i> (form 1) and the park rules. <input type="checkbox"/> I have completed part 1 of this site agreement. <input type="checkbox"/> I have read all the terms and special terms detailed in parts 2 and 3 of this site agreement. <input type="checkbox"/> I have signed two copies of the acceptance section (part 4) of this site agreement. </div> <p>By signing this site agreement, the parties agree to be bound by its terms and conditions.</p>
Park owner/manager	<div data-bbox="496 600 1002 640"> Signature/s of park owner/manager </div> <p>Signatory (print name)</p> <p>Signature</p> <p>Date signed <input type="text"/> <input type="text"/> / <input type="text"/> <input type="text"/> / <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/></p> <div data-bbox="496 835 746 875"> Company director </div> <p>Signatory (print name)</p> <p>Signature</p> <p>Date signed <input type="text"/> <input type="text"/> / <input type="text"/> <input type="text"/> / <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/></p> <div data-bbox="496 1055 628 1093"> Witness* </div> <p>Signatory (print name)</p> <p>Signature</p> <p>Date signed <input type="text"/> <input type="text"/> / <input type="text"/> <input type="text"/> / <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/></p>
Signature/s of home owner/s	<div data-bbox="496 1339 619 1377"> Person 1 </div> <p>Signatory (print name)</p> <p>Signature</p> <p>Date signed <input type="text"/> <input type="text"/> / <input type="text"/> <input type="text"/> / <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/></p> <div data-bbox="496 1556 622 1594"> Person 2 </div> <p>Signatory (print name)</p> <p>Signature</p> <p>Date signed <input type="text"/> <input type="text"/> / <input type="text"/> <input type="text"/> / <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/></p> <div data-bbox="496 1774 628 1812"> Witness* </div> <p>Signatory (print name)</p> <p>Signature</p> <p>Date signed <input type="text"/> <input type="text"/> / <input type="text"/> <input type="text"/> / <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/></p> <p>* The witness cannot be the park owner or the home owner/s.</p>

Further information

If you would like more information, contact the Department of Communities on **13 QGOV (13 74 68)** or visit our website at **www.communities.qld.gov.au**

Caravan and Manufactured Home Residents Association of Queensland Inc (CAMRA)

CAMRA provides advice and assistance for owners of manufactured homes.

Phone: 07 3893 0733

Toll free: 1800 061 142 (outside Brisbane only)

Email: camratas@bigpond.net.au

Queensland Civil and Administrative Tribunal

This independent decision-making body helps resolve disputes and reviews administrative decisions.

GPO Box 1639, Brisbane Qld 4001

Phone: 1300 753 228

Fax: 07 3221 9156

Website: **www.qcat.qld.gov.au**

Department of Communities—Seniors Legal and Support Services Centres

These centres provide free legal and support services for seniors concerned about elder abuse, mistreatment or financial exploitation.

Phone: 07 3214 6333

Department of Justice and Attorney-General

Dispute Resolution Centres provide a free, confidential and impartial mediation service to the community.

Phone: 07 3239 6269

Toll free: 1800 017 288 (outside Brisbane only)

Website: **www.justice.qld.gov.au**

WA Site Agreement

[Select name of Entity from List] LIFESTYLE VILLAGE PTY LTD

and

THE LIFESTYLER

[Lifestyler1 Full name] [Lifestyler2 Full name]

[SiteNo] /

RESIDENTIAL SITE AGREEMENT - [VILLAGE NAME] LIFESTYLE VILLAGE ()

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RESIDENTIAL SITE AGREEMENT

THIS RESIDENTIAL SITE AGREEMENT is made

BETWEEN:

The person described as "the Village Owner" in the Schedule ("**Village Owner**")

AND

The person or persons described as "the Lifestyler" in the Schedule ("**Lifestyler**")

OPERATIVE PROVISIONS

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement unless the context otherwise requires:

"Act" means the Residential Parks (Long-stay Tenants) Act 2006;

"Base Rent" means the base rent described as such in the Schedule, as increased from time to time in accordance with this Agreement;

"Commencement Date" means the date described as such in the Schedule and being the date on which the Term starts;

"CPI" means:

- (a) the Consumer Price Index All Groups (Perth) published from time to time by the Australian Bureau of Statistics; and
- (b) if the Consumer Price Index All Groups (Perth) is suspended or discontinued, an index which in the opinion of the Dean of the Faculty of Economics at the University of Western Australia is most similar to the Consumer Price Index All Groups (Perth)

"CPI Increase" means the percentage increase (if any) in the CPI when comparing the Current CPI to the Previous CPI;

"Current CPI" means the last CPI published prior to the relevant Rent Review Date;

"Designated Date" means the date specified as such in the Schedule;

"Fees" means:

- (a) Occupancy Fees;
- (b) Visitor Fees; and
- (c) Peak Holiday Fees;

"GST" means a tax, impost or duty raised on the supply of goods and services and imposed by the Commonwealth of Australia or a State or Territory of the Commonwealth;

“GST Increase”, where the percentage rate of GST increases above the percentage rate applicable at the Previous Rent Review Date, means the amount arrived at by multiplying the relevant component of the Rent or the relevant Fee (as applicable) by the increase in the percentage rate;

“Increase in Statutory Charges” means the amount (if any) by which Statutory Charges on the relevant Rent Review Date are greater than Statutory Charges as at the Previous Rent Review Date, divided by the total number of residential sites within the Village that are developed and are either leased or available for lease;;

“Land” means all the land specified as such in the Schedule;

“Lifestyle Facilities” means common areas, structures and amenities in the Village that the Village Owner provides for the use of all lifestylers;

“Lifestyler” means each person named in this Agreement as the Lifestyler;

“Occupancy Fee” means the fee specified as such in the Schedule in respect of each Occupant as increased from time to time in accordance with this Agreement;

“Occupant” means a person who is not a Lifestyler and in respect of whom the Village Owner has granted its prior written consent to that person occupying the Residential Site;

“On-Site Sale” has the meaning given to that term in clause 7.1;

“Peak Holiday Fee” means the fee specified as such in the Schedule in respect of each visitor as increased from time to time in accordance with this Agreement;

“Peak Holiday Period” means days that:

- (a) fall within School Holidays; and
- (b) fall within Public Holidays; and
- (c) are one day either side of a Public Holiday.

“Previous CPI” means the last CPI published prior to the Previous Rent Review Date;

“Previous Rent Review Date” means the Rent Review Date immediately prior to the relevant Rent Review Date;

“Public Holiday” means a day that is a bank or public holiday under the Public and Bank Holidays Act 1972;

“Regulations” means the Residential Parks (Long-stay Tenants) Regulations 2007;

“Rent” means the amount payable under this Agreement by the Lifestyler in respect of the Term, with this consisting of:

- (a) the Base Rent; and
- (b) the Selected Rent;

“Rent Review Date” means 1 July each year;

“Residential Site” means the site described as such in the Schedule;

“Right of First Refusal” has the meaning given to that term in clause 7.3;

“School Holidays” means those days falling outside the period on which government schools are open for educational instruction of students under s117 of the School Education Act 1999;

“Selected Rent” means the component of the rent described as such in the Schedule, as increased from time to time in accordance with this Agreement;

“Specified Sales Agent” means the person specified as such in the Schedule or such other person (other than the Village Owner) specified by the Village Owner from time to time. For clarity, the Village Owner cannot be the Specified Sales Agent;

“Standard Sale Contract” means the Village Owner’s standard form for the sale of a Village Home by a lifestyler, as amended by the Village Owner from time to time;

“Statutory Charges” means all:

- (a) local government rates and charges with respect to the Village;
- (b) water and sewerage rates and charges with respect to the Village excluding consumption charges for each lifestyler at the Village;
- (c) land tax with respect to the Land;
- (d) GST incurred by the Village Owner with respect to the operation of the Village after deduction of any relevant input credits;
- (e) other rates, taxes, charges, duties, burdens, levies, assessments, impositions which are charged, rated, levied, taxed, assessed or otherwise payable and of whatsoever nature or kind and whether on a capital or revenue value or any other basis (whether parliamentary Federal or State municipal or otherwise) which may at any time after the Commencement Date be payable in respect of the Village or any part of it, excluding income tax payable by the Village Owner upon its income and any tax imposed upon the Village Owner by reason of a capital gain;

“Street Verge” means that portion of the Residential Site between the road and the front of the Village Home;

“Term” means:

- (a) the period starting on the Commencement Date and, subject to paragraph (b), ending on the Designated Date;
- (b) the Term will immediately end if and on the earlier of:
 - (i) the death of the last surviving person named in this Agreement as the Lifestyler (and for clarity, this does not include the Lifestyler’s heirs, executors and administrators);
 - (ii) the expiry of 60 days after receipt by the Village Owner of notice in writing of the Lifestyler’s intent to terminate this Agreement;
 - (iii) the expiry of 60 days after the date on which the Lifestyler removes the Village Home from the Residential Site;

- (iv) where the Lifestyler sells or transfers the Village Home to another person and the Village Owner grants a lease of the Residential Site to that person, the commencement date of that lease.

“Village” means the Lifestyle Village described in the Schedule;

“Village Home” means the moveable dwelling described as such in the Schedule;

“Village Owner” includes the successors, transferees and assigns of the Village Owner;

“Village Policy” means the rules of the Village made and amended by the Village Owner from time to time, copies of which are available from the office of the Village Owner in the Village;

“Visitor Fee” means the fee specified as such in the Schedule in respect of each visitor as increased from time to time in accordance with this Agreement.

1.2 Interpretation

In this Agreement, unless the context indicates a contrary intention:

- (a) words suggesting the singular include the plural and vice versa;
- (b) words suggesting any gender include any other gender;
- (c) a reference to a day means any day, which is not a Saturday, Sunday or a public holiday;
- (d) reference to a person include a company, corporation, and unincorporated or incorporated association or statutory authority;
- (e) references to clauses, paragraphs, subparagraphs and schedules are to clauses, paragraphs, and subparagraphs of, and schedules to, this Agreement as amended from time to time in accordance with the terms of this Agreement;
- (f) headings used for clauses, paragraphs, subparagraphs, Schedules and the table of contents are for ease of reference only and will not affect the interpretation of this Agreement;
- (g) references to any Agreement or instrument are to that Agreement or instrument as amended, novated, supplemented, varied or replaced from time to time;
- (h) references to laws include any modification or re-enactment of those laws, or any legislative provisions substituted for such laws, and all orders, local laws, planning schemes, by-laws, regulations and other statutory instruments issued under those laws;
- (i) use of the words “includes” or “including” means includes or including without limitation, unless the contrary intention appears;
- (j) a reference to any body is:
 - (i) if that body is replaced by another organisation, deemed to refer to that organisation; and
 - (ii) if that body ceases to exist, deemed to refer to the organisation which most nearly or substantially serves the same purposes or objects as that body;

- (k) all dollar amounts specified in this Agreement are in Australian dollars; and
- (l) the words "for example" or "such as" are not used as, nor are they to be interpreted as, words of limitation, and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

2. LEASE

2.1 Lease and Term

The Village Owner leases to the Lifestyler the Residential Site for the Term, at the Rent and otherwise subject to and upon the terms and conditions set out in this Agreement.

3. RENT

3.1 Payment of Base Rent and Fees

The Lifestyler must, during the Term, pay the Base Rent and any applicable Fees to the Village Owner by direct debit, with each payment being for two weeks Base Rent and any applicable Fees in advance. To facilitate this, the Lifestyler must, prior to the Commencement Date and if requested to do so at any time by the Village Owner throughout the Term:

- (a) complete, sign and return to the Village Owner all direct debit applications and forms provided by the Village Owner;
- (b) do all other things required by the Village Owner to ensure that the Rent is paid by direct debit as required;
- (c) not take any action to prevent any payment of Rent or any applicable Fees being made to the Village Owner by direct debit.

3.2 Payment of Selected Rent

Where the Lifestyler has selected in the Schedule to pay the Selected Rent wholly or partly by:

- (a) weekly payments, the Lifestyler must pay the weekly payments in respect of the Selected Rent to the Village Owner at the same time and in the same manner as the Lifestyler is required to pay the Base Rent to the Village Owner; and
- (b) a lump sum payment if the Lifestyler sells the Village Home in an On-Site Sale, then on or before settlement of the sale of the Village Home the Lifestyler must pay the lump sum payment to the Village Owner.

4. REVIEW OF BASE RENT, OCCUPANCY FEE AND VISITOR FEE

4.1 Review of Rent

On each Rent Review Date the Base Rent and, where the Lifestyler has selected in the Schedule to pay the Selected Rent wholly or partly by weekly payments, the weekly payments of the Selected Rent, will be varied to be the sum of:

- (a) the Base Rent or amount of the weekly payment of the Selected Rent (as applicable) immediately prior to the relevant Rent Review Date;
- (b) the amount specified in subclause (a) multiplied by any CPI Increase;

- (c) any Increase in Statutory Charges; and
- (d) any GST Increase.

4.2 Review of Fees

On each Rent Review Date the Fees will be varied to be the sum of:

- (a) the relevant Fee immediately prior to the relevant Rent Review Date;
- (b) the amount specified in subclause (a) multiplied by any CPI Increase; and
- (c) any GST Increase.

4.3 Certificate as to Increase in Statutory Charges

A certificate signed by or on behalf of the Village Owner will be prima facie evidence of any Increase in Statutory Charges.

5. VILLAGE OWNER'S OBLIGATIONS

5.1 The Agreement, Village Policy and Memorial

- (1) The Lifestyler acknowledges having received from the Village Owner a copy of;
 - (a) this Agreement,
 - (b) the current Village Policy,
 - (c) the information booklet prepared by the Commissioner under s11(1)(b) of the Act,
 - (d) an Information Sheet under regulation 9 to the Act; and
 - (e) a Property Condition Report under regulation 8 to the Act.
- (2) The Village Owner will give to the Lifestyler, on request, a copy of the then-current Village Policy.
- (3) The Lifestyler acknowledges having been notified by the Village Owner in Attachment 3 of this Agreement, of any notifications placed or required to be placed on the Certificate of Title to the Land.

5.2 Payment of council rates, water rates, land tax and other charges

The Village Owner will pay:

- (a) any council rates in relation to the Residential Site;
- (b) any land tax in relation to the Residential Site;
- (c) the cost of installing any meters to measure the supply of water, electricity or gas to the Residential Site;
- (d) for water, other than water the Lifestyler has agreed to pay for under clause 6.2; and
- (e) charges under any Act in relation to the Residential Site.

5.3 Possession of the Residential Site

(1) The Village Owner:

- (a) will ensure that the Lifestyler may occupy the Residential Site with the Village Home on the Commencement Date; and
- (b) warrants that there is no legal reason of which the Village Owner is aware, or should be aware, when signing this Agreement why the Residential Site cannot be used as the residential site of the Village Home during the Term.

- (2) Notwithstanding any other provision of this Agreement the Lifestyler will not be entitled to occupy, and must not commence occupation of, the Village Home on the Residential Site until the Lifestyler has delivered to the Village Owner 2 copies of this Agreement duly signed by the Lifestyler.

5.4 Lifestyler's right to quiet enjoyment

The Village Owner agrees that:

- (a) the Lifestyler may have quiet enjoyment of the Residential Site without interruption by the Village Owner or any person claiming by, through, or under the Village Owner to have superior title to that of the Village Owner; and
- (b) the Village Owner will not interfere, or cause or permit any interference, with the reasonable peace, comfort and privacy of the Lifestyler in using the Residential Site.

5.5 Behaviour of other lifestylers

The Village Owner will take reasonable steps to ensure the other lifestylers at the Village:

- (a) do not interfere with the Lifestyler's reasonable peace, comfort and privacy in the use by the Lifestyler of the Residential Site or the reasonable use by the Lifestyler of the Lifestyle Facilities; and
- (b) do not contravene the Village Policy.

5.6 Cleanliness, repairs and damage to the Residential Site

The Village Owner will ensure that immediately prior to the Commencement Date the Residential Site is clean and fit for occupation.

5.7 Village Policy

The Village Owner reserves the right to amend the Village Policy in the Village Owner's absolute discretion from time to time for the benefit of the Village, but will give to the Lifestyler:

- (a) subject to clause (b), 30 days prior notice of any change to the Village Policy; and
- (b) 7 days prior notice of a change to the Village Policy that affects the use of Lifestyle Facilities.

5.8 Keys

The Village Owner will provide:

- (a) one Village access card to each Lifestyler; and

- (b) two keys for any mail box allocated to the Lifestyler.

5.9 Maintenance

The Village Owner will carry out routine maintenance on all road verges, streetscapes, Lifestyle Facilities, front gardens, common areas and buildings within the Village. For clarity, nothing in this clause requires the Village Owner to:

- (a) maintain the back and side gardens of the Residential Site (and these must be maintained by the Lifestyler); or
- (b) provide cleaning services after any functions, parties or events.

5.10 Number of facilities

- (a) The Village Owner will not reduce the number of Lifestyle Facilities provided in the Village below those in existence on the Commencement Date unless required to do so by law. However nothing in this clause prevents the Village Owner from converting any existing facility into a different facility.
- (b) The Lifestyle Facilities provided in the Village as at the Commencement Date are as set out in the Schedule.

5.11 Consent of Mortgagee

The Village Owner has received the written consent of the mortgagee of the Village to the Village Owner granting leases to lifestylers in the form of this Agreement.

5.12 Village boundary fences

Subject to clause 6.9, the Village Owner will bear the cost of repairing and maintaining the Village boundary fences, other than costs of repairs and maintenance caused or contributed to by the Lifestyler or any person for whom the Lifestyler is responsible under clause 6.10 (which must be paid by the Lifestyler).

6. LIFESTYLER'S OBLIGATIONS

6.1 Gas and electricity

The Lifestyler:

- (a) acknowledges that the relevant gas supplier and electricity supplier is responsible for the supply of gas and electricity respectively to the Residential Site; and
- (b) must pay to the gas supplier and electricity supplier, all costs and charges in respect of the supply to and consumption of gas and electricity by the Lifestyler as and when those costs and charges are due, including but not limited to any account commencement fees, whether or not described as "connection fees".

6.2 Water supply

(1) The Lifestyler:

- (a) acknowledges that the relevant water supplier is responsible for the supply of water to the Residential Site; and
- (b) agrees to pay to the relevant water supplier all costs and charges in respect of the supply to and consumption of water by the Lifestyler as and when those costs and charges are due, including but not limited to any account commencement fees, whether or not described as "connection fees".

- (2) The Lifestyler agrees that should the Village Owner's ground water licence (if any) ever be revoked or amended, or should the Village Owner ever need to use water to reticulate the Residential Site other than water under the ground water licence (if any), the Lifestyler is responsible for paying for the water to reticulate the Residential Site.

6.3 Behaviour

The Lifestyler must not cause or permit any interference with the reasonable peace, comfort and privacy of other lifestylers in the use by the other lifestyler of their residential sites or the reasonable use by the other lifestylers of the Lifestyle Facilities.

6.4 Use of the Residential Site

- (1) The Lifestyler may only use the Residential Site for the purpose of occupying the Village Home as a private dwelling.
- (2) The Lifestyler must not:
 - (a) use the Residential Site, or cause or permit the Residential Site to be used, for any illegal purpose;
 - (b) cause or permit a nuisance; or
 - (c) carry on any business from the Residential Site without the prior written approval of the Village Owner.

6.5 Village Policy

The Lifestyler must comply with the provisions of the Village Policy.

6.6 Cleanliness, repairs, damage and maintenance

The Lifestyler must:

- (a) keep the Residential Site clean;
- (b) notify the Village Owner as soon as practicable but in any case within 3 days, of any damage to the Residential Site;
- (c) not intentionally or negligently cause or permit any damage to the Residential Site;
- (d) when the Term expires or otherwise terminates, leave the Residential Site as nearly as possible in the same condition (fair wear and tear excepted) as when the Lifestyler first occupied the Residential Site under this Agreement;
- (e) ensure the Village Home at all times complies with all applicable laws, including the Caravan Parks and Camping Grounds Act 1995; and
- (f) maintain the Village Home in a condition satisfactory to the Village Owner having regard to its condition compared to the other village homes in the Village.

6.7 Alterations

The Lifestyler must:

- (a) not undertake any development or erect, alter or extend any building on, or attach any fixture or renovate, alter or add to the Residential Site or the Village Home without the Village Owner's prior written approval. For example, the

Lifestyler must obtain the Village Owner's prior written approval before erecting, altering, extending, attaching, or adding any carport, deck, verandah, screen, balustrade, handrail, outdoor blinds or screens, pergola, clothes line, shed, ramp, steps, lattice, driveway, fence or paving;

- (b) not remove, without the Village Owner's prior written approval, any fixture attached to the Residential Site or the Village Home by the Lifestyler;
- (c) notify the Village Owner of any damage caused by removing any fixture attached to the Residential Site by the Lifestyler;
- (d) either repair any damage caused by removing the fixture or compensate the Village Owner for the cost of the repair; and
- (e) not bring any moveable dwelling onto the Residential Site or any part of the Village without the Village Owner's prior written approval.

6.8 Dividing Fences

The Lifestyler must:

- (a) repair and maintain the dividing fences around the Residential Site in a condition satisfactory to the Village Owner having regard to their condition compared to the dividing fences around other residential sites in the Village, including painting the sides of the dividing fences around the Residential Site that face the Residential Site (including the dividing fences that are Village boundary fences) as frequently as required; and
- (b) not paint the dividing fences around the Residential Site any other colour than the original colour, without first obtaining the written approval of the Village Owner.

6.9 Lifestyler's responsibility for the actions of others

The Lifestyler will be vicariously responsible to the Village Owner for any act or omission by any person (including any Occupant) whom the Lifestyler allows on the Residential Site and who contravenes any provision of this Agreement or of the Village Policy.

6.10 No assignment or subletting

The Lifestyler may not assign the whole or part of the Lifestyler's interest under this Agreement and may not sub-let the Residential Site.

6.11 Bikes and skateboards, etc.

The Lifestyler must not use or permit the use of children's bikes, skateboards, "billy-carts" and similar recreational items on the Village, except as permitted by the Village Policy.

6.12 Keys and Access Cards

- (1) The Lifestyler must return all keys and access cards provided by the Village Owner at the expiration or earlier termination of the Term.
- (2) If the Lifestyler requires any replacement key or access card, the Lifestyler must pay to the Village Owner a fee for the reasonable cost of replacing the key or access card.

6.13 Care of the Residential Site

- (1) The Lifestyler must:
 - (a) maintain any private lawn, private lawn edges, hedges, shrubs and trees on or immediately surrounding the Residential Site in a neat and tidy state, including properly mowed and trimmed as appropriate, regularly and adequately watered, clean and tidy and free from rubbish and weeds;
 - (b) not install a garden unless and in accordance with the Village Owner's prior written approval;
 - (c) not store on the Residential Site any materials not used by the Lifestyler for domestic purposes and must store any tools of trade or domestic goods without being visible from any part of the Village other than the Residential Site, including from any other residential site; and
 - (d) ensure all domestic goods stored on the Residential Site or in the Village Home do not constitute a health or fire risk.
 - (e) not remove or cause to be removed any tree in the village without the Village Owner's prior written approval.
- (2) If the Lifestyler fails to maintain any private lawn, private lawn edges, hedges, shrubs and trees in accordance with paragraph (a) of subclause (1), the Village Owner may take such action as the Village Owner considers necessary to remedy the failure, and the Lifestyler must pay to the Village Owner the reasonable costs of taking that action.
- (3) This clause does not apply to that portion of the Residential Site being the street verge, maintenance of which is the responsibility of the Village Owner under clause 5.9.

6.14 Children

The Lifestyler is responsible for the actions of any child of the Lifestyler or an Occupant or any child of the Lifestyler's or Occupant's visitors while the child is on the Village.

6.15 Damage

The Lifestyler is responsible for any damage caused by modifying or repairing the Village Home or as a result of any addition or alteration undertaken by or contracted by the Lifestyler.

6.16 Refuse removal and recycling

- (1) The Lifestyler must:
 - (a) pack and place domestic refuse in the manner and in the type of refuse container described in the Village Policy or as otherwise directed by the Village Owner;
 - (b) keep the refuse container free of odours;

- (c) keep the refuse container in a place described in the Village Policy or as otherwise directed by the Village Owner;
 - (d) put out the refuse container in a place described in the Village Policy or as otherwise directed by the Village Owner; and
 - (e) remove all other refuse of the Lifestyler from the Residential Site and the Village.
- (2) The Lifestyler must observe and comply with all requirements set out in the Village Policy with respect to the recycling of refuse.
 - (3) The Lifestyler acknowledges the Village Owner's commitment to the environment and agrees to comply with any requirements as set out in attachment 4 of this Agreement.

6.17 Indemnity and insurance

- (1) The Lifestyler must:
 - (a) indemnify the Village Owner against liability for any damage, loss or injury that may occur as a result of the Lifestyler's occupation of the Residential Site;
 - (b) take out and keep, a public risk insurance policy covering liability for injury and property damage arising from the Lifestyler's occupation of the Residential Site for an amount not less than \$20 million in respect of any one claim;
 - (c) not do or omit to do anything which might invalidate or prejudice the conditions of the public risk insurance policy.
- (2) The Village Owner has the right from time to time to require the Lifestyler to increase the amount of the cover referred to in paragraph (b) of subclause (1) provided that the Lifestyler is given 14 days prior notice of the amount of the increase.
- (3) Within 14 days after the issue and each subsequent renewal of the insurance the Lifestyler must give to the Village Owner a copy of the current certificate of insurance.

6.18 Parking

The Lifestyler must:

- (a) not park any vehicle in a way that endangers, or may be likely to endanger, another person or property of another person;
- (b) not allow any vehicle, boat or trailer to be parked on any road on the Village or on any street verge;
- (c) not park any boat or trailer or caravan owned by or in the possession of the Lifestyler in the driveway or space provided on the Residential Site without the Village Owner's prior written approval;
- (d) not park or store more than two vehicles, on the Residential Site without the Village Owner's prior written approval (and for the purpose of this paragraph "vehicle" includes boat or trailer or caravan);
- (e) ensure that the Lifestyler's visitors, guests and contractors use the visitors' parking area to park their vehicles whilst they are on the Village; and
- (f) ensure that sufficient parking spaces are always available for visitors by not parking in the spaces designed for visitors' parking.

6.19 Payment for additional facilities

- (1) If the Village Owner proposes to provide additional Lifestyle Facilities then the Village Owner may give to all Lifestylers a proposal in writing:
 - (a) giving details of the proposed additional facilities;
 - (b) specifying the increase in Base Rent which the Village Owner proposes will be payable by all lifestylers to meet the cost of providing the additional facilities.
- (2) If:
 - (a) the lifestylers leasing not less than 75% of all sites at the Village agree in writing to the proposal referred to in subclause (1) (on the basis that where a site is leased by more than one lifestyler, then the agreement of each lifestyler leasing that site will be treated proportionately. For example, if a site is leased by two lifestylers, then agreement by one of those lifestylers counts as an agreement of 1/2 of a site at the Village); and
 - (b) the Village Owner gives to all lifestylers notice in writing of the Village Owner's intention to proceed with the proposal,

then the Base Rent will be increased in accordance with the proposal from the next Rent Review Date.

6.20 Personal occupancy

This Agreement is personal to the Lifestyler and the Lifestyler must personally occupy the Village Home on the Residential Site. For clarity, the Lifestyler must not:

- (a) lease the Village Home or Residential Site to any person; or
- (b) allow any person to occupy the Village Home or Residential Site to the exclusion of the Lifestyler, or while the Lifestyler is not present.

6.21 Pets, poultry and animals

The Lifestyler must not keep or care for any pets, poultry or animals on the Residential Site or the Village, except as permitted by the Village Policy and with the Village Owner's prior written approval.

6.22 Pests

- (1) The Lifestyler is responsible for keeping the Village Home and the Residential Site free of pests and vermin including mice, rats, ants, borers and white ants.
- (2) Whenever requested to do so by the Village Owner, but not more frequently than once each calendar year, the Lifestyler must give to the Village Owner a current certificate from a reputable pest control company that the Village Home and the Residential Site are free of white ants.

6.23 Vehicles

The Lifestyler must:

- (a) not use any vehicle in a way that is dangerous to the other Lifestylers at the Village or their property; or
- (b) not allow any vehicle owned by or in the custody or control of the Lifestyler or visitors of the Lifestyler to be:

- (i) driven at a speed in excess of 8 kph on the Village;
 - (ii) used by an unlicensed driver on the Village;
 - (iii) used to give driving lessons on the Village;
 - (iv) used for joy riding on the Village; or
 - (v) repaired or maintained on the Village except in an area specified by the Village Owner;
- (c) keep or use only registered and roadworthy vehicles on the Residential Site and the Village, unless the Village Owner agrees otherwise in writing;
 - (d) remove any vehicle or motorcycle which makes excessive noise from the Village, or modify it so that it ceases to make excessive noise, within 7 days after receipt of a notice to do so from the Village Owner; and
 - (e) remove from the Village any vehicle which is, in the opinion of the Village Owner, damaged or otherwise unsightly in appearance within 30 days after receipt of a notice to do so from the Village Owner.

6.24 Occupants and visitors

- (1) The Village Owner and the Lifestyler agree that:
 - (a) the persons who may occupy the Residential Site, in addition to the Lifestyler, during the Term are the Occupants; and
 - (b) any other person who comes to the Village Home to stay overnight to visit the Lifestyler or the Occupants is a visitor.
- (2) The Lifestyler must not have visitors to stay in the Village Home for longer than 2 consecutive weeks, or for a total of more than 6 weeks in any 12 month period without the prior written approval of the Village Owner. For example, if during a 12 month period a Lifestyler has 6 different people to stay who each stay one week at different times, then that will count as 6 weeks stayed by visitors, and the Lifestyler must obtain the prior written approval of the Village Owner before having any other visitors to stay in the Village Home during that 12 month period.
- (3) The Lifestyler must not require a visitor to pay any fee to the Lifestyler for staying on the Residential Site.
- (4) Where the Lifestyler has visitors to stay in the Village Home in excess of 6 weeks in any 12 month period then the Lifestyler must pay to the Village Owner, on demand, the Visitor Fee for each day in excess of 6 weeks. For example, if during a 12 month period a Lifestyler has 6 different people to stay who each stay one week, then that will count as 6 weeks stayed by visitors, and the Lifestyler must pay to the Village Owner, on demand, the Visitor Fee, for each additional day on which the Lifestyler has any visitor to stay in the Village Home during that 12 month period.
- (5) The Peak Holiday Fee will not be payable until the first to occur of:
 - (a) the date that all residential sites in the Village are leased; or
 - (b) the Village Owner determines that the number of visitors in the Village in Peak Holiday Periods is causing the Village Owner to incur additional costs.

- (6) Subject to sub-clause (5), where the Lifestyler has visitors to stay in the Village Home during a Peak Holiday Period, then in addition to any Visitor Fee that is payable (if any) the Lifestyler must pay to the Village Owner, on demand, the Peak Holiday Fee for each day the visitors stay during the Peak Holiday Period. To avoid doubt:
 - (a) time stayed by visitors in the Village Home during a Peak Holiday Period counts toward the 6 week period in sub-clauses (2) and (4);
 - (b) the Peak Holiday Fee is payable in addition to any Visitor Fee that has become payable under sub-clauses (2) and (4).
- (7) At least two weeks prior to having any visitor to stay in the Village Home, the Lifestyler must give to the Village Owner notice in writing of the visitor's name and period of intended stay.
- (8) Promptly following the completion of a visitor's stay with the Lifestyler, the Lifestyler must give to the Village Owner notice in writing of that fact.
- (9) In order to comply with safety and evacuation procedures where the Lifestyler has any visitor to stay in the Village Home, the Lifestyler must complete the relevant details in the visitor book kept at the office of the Village Owner

6.25 Village Owner's access to the Residential Site

- (1) The Lifestyler must permit the Village Owner, and any person authorised in writing by the Village Owner, to enter the Residential Site in the following circumstances:
 - (a) in an emergency;
 - (b) with the consent of the Lifestyler given at or immediately before the time of entry;
 - (c) if the Lifestyler has received at least 7 and not more than 14 days prior notice of the reason for entering the Residential Site;
 - (d) to collect the Rent when overdue;
 - (e) to carry out or inspect necessary repairs, including repairs to any water reticulation system or communication system or distribution point where applicable;
 - (f) if there are reasonable grounds for the Village Owner to believe the Residential Site is abandoned; and
 - (g) to inspect and read any electricity, water or gas meter situated on the Residential Site.
- (2) If a person has power to enter the Residential Site under paragraphs (c) to (g) inclusive of subclause (1), the person:
 - (a) must not enter the Residential Site on a Sunday or a public holiday, unless the Lifestyler agrees; and
 - (b) may enter the Residential Site only between the hours of 8.00am and 6.00pm, unless the Lifestyler agrees to another time.

6.26 No registration of absolute caveat

- (1) The Lifestyler must not lodge any caveat over the Land or any part of it to protect the interest of the Lifestyler under this Agreement, other than a "subject to claim" caveat that complies with subclause (2). If any other caveat is lodged, the Lifestyler in consideration of the Village Owner entering into this Agreement with the Lifestyler irrevocably appoints the Village Owner and each and every one of the directors and other officers of the Village Owner jointly and severally, the agents and attorney of the Lifestyler to sign and register a withdrawal of the caveat, the cost of which is to be paid by the Lifestyler upon demand.
- (2) This clause does not prevent the Lifestyler lodging a caveat expressed to be "subject to claim", and which is expressed to be limited to the Residential Site for the Term, and the Village Owner consents to the Lifestyler lodging such a caveat. The Lifestyler must at their cost withdraw any such caveat at the end of the Term. If the Lifestyler:
 - (a) lodges a caveat which is not expressed to be "subject to claim"; or
 - (b) lodges a caveat which is not expressed to be limited to the Residential Site for the Term; or
 - (c) fails to withdraw any caveat at the end of the Term;

then the Lifestyler in consideration of the Village Owner entering into this Agreement with the Lifestyler irrevocably appoints the Village Owner and each and every one of the directors and other officers of the Village Owner jointly and severally, the agents and attorney of the Lifestyler to sign and register a withdrawal of that caveat, the cost of which is to be paid by the Lifestyler upon demand.

- (3) The Lifestyler must at the Lifestyler's cost withdraw any caveat lodged by it over the Land or any part of it within 14 days of any request in writing from the Village Owner, for the purposes of permitting any dealing with the Land or any part of it by the Village Owner which does not, in the reasonable opinion of the Village Owner adversely affect the estate or interest of the Lifestyler in the Residential Site. If the Village Owner's dealing includes the lodgement of a new mortgage over the Land or any part of it, including the Residential Site, then the new mortgagee must, prior to or as a condition precedent to the dealing, consent in writing to this Agreement and the Lifestyler's Interest in the Residential Site and the Land pursuant to this Agreement and provided that the new mortgagee does so, the dealing will be deemed not to adversely affect the estate or interest of the Lifestyler in the Residential Site;
- (4) If the Lifestyler fails to comply with sub-clause (3) then the Lifestyler in consideration of the Village Owner entering into this Agreement with the Lifestyler irrevocably appoints the Village Owner and each and every one of the directors and other officers of the Village Owner jointly and severally, the agents and attorney of the Lifestyler to sign and register a withdrawal of any such caveat, the cost of which is to be paid by the Lifestyler upon demand.

6.27 No security interests

The Lessee may not mortgage, encumber or charge the Residential Site or this Agreement.

6.28 GST

- (1) If a supply is made by the Village Owner under this Agreement which constitutes a taxable supply under the A New Tax System (Goods and Services Tax) Act 1999, upon the issue of a valid tax invoice by the Village Owner, the Lifestyler must pay to the Village Owner any GST which is payable on that supply.
- (2) Subclause (1) will not apply to the Rent, since the Rent already includes any GST Increase.

6.29 Ownership of Village Home

- (1) Throughout the Term, the Lifestyler must be the sole legal and beneficial owner of the Village Home.
- (2) If there is more than one person named in this Agreement as the Lifestyler, then throughout the Term they must own the Village Home as joint tenants.
- (3) The Lifestyler and the Village Owner agree that the Village Home is not and will not become a fixture.

6.30 Removal of the Village Home

Unless:

- (a) the Lifestyler sells or transfers the Village Home to another person; and
- (b) the Village Owner agrees to lease the Residential Site to that person,

upon expiry or sooner termination of the Term, the Lifestyler must remove from the Residential Site, at the Lifestyler's cost, the Village Home and all fixtures that have been brought by the Lifestyler onto the Residential Site.

7. SALE OF VILLAGE HOME

7.1 On-Site Sale

If and when the Lifestyler wishes to sell the Village Home in an On-Site Sale, the Lifestyler must:

- (a) promptly notify the Village Owner;
- (b) notify the Village Owner in writing of any interest that any person has in, over or in respect of the Village Home, and the nature and extent of any such interest;
- (c) not display "For Sale" signs within the Village or the Residential Site including on the Village Home, other than one sign in a form and of a size reasonably acceptable to the Village Owner, placed in the window of the sales office at the Village (or such other area of the Village as the Village Owner designates from time to time as the place in the Village where "For Sale" signs may be located);
- (d) tell any prospective purchaser that this Agreement may not be assigned;
- (e) ensure that:
 - (i) the prospective purchaser is made aware that the Lifestyler cannot assign this Agreement to the prospective purchaser, or grant a lease or licence of the Residential Site to the prospective purchaser;

- (ii) the prospective purchaser is made aware that the Village Owner granting a lease of the Residential Site to the prospective purchaser is subject to the matters set out in clause 7.4;
- (iii) any contract of sale of the Village Home is in the form of the Standard Sale Contract;
- (iii) any contract of sale of the Village Home is conditional upon the Village Owner granting a lease of the Residential Site to the prospective purchaser in accordance with clause 7.4; and
- (iv) the prospective purchaser is made aware that the Village Owner has the Right of First Refusal to purchase the Village Home.

7.2 Only certain persons may sell Village Home in an On-Site Sale

The Lifestyler may not sell the Village Home in an On-Site Sale on the Lifestyler's own behalf or appoint or allow any person other than the Specified Sales Agent or another professional agent acceptable to the Village Owner in its discretion to act as a selling agent on behalf of the Lifestyler.

7.3 Village Owner's right of first refusal to purchase Village Home

- (1) The Lifestyler may not enter into a contract to sell the Village Home in an On-Site Sale unless:
 - (a) prior to the Lifestyler entering into the proposed contract:
 - (i) the Lifestyler provides a copy of the proposed contract to the Village Owner and offers to sell the Village Home to the Village Owner for the amount set out in the proposed contract, and otherwise on the terms of the Standard Sale Contract ("**Right of First Refusal**"); and
 - (ii) the Village Owner does not, within 5 days from the date of delivery of the proposed contract from the Lifestyler, provide written notice to the Lifestyler that it is exercising the Right of First Refusal; or
 - (b) the contract is conditional upon the Lifestyler first offering the Right of First Refusal to the Village Owner in the manner set out in clause 7.3(1)(a) and the Village Owner not, within 5 days from the date of delivery of the contract from the Lifestyler, providing written notice to the Lifestyler that it is exercising the Right of First Refusal.
- (2) If the Village Owner, within 5 days from the date of delivery of the proposed contract from the Lifestyler under clause 7.3(1)(a) or (b), provides written notice to the Lifestyler that it is exercising the Right of First Refusal, then:
 - (a) there will be a legally binding agreement between the Lifestyler and the Village Owner for the Lifestyler to sell the Village Home to the Village Owner on the terms of the Right of First Refusal;
 - (b) the sale will be an On-Site Sale for the purposes of this agreement; and
 - (c) for clarity, if the Lifestyler has selected in the Schedule to pay the Selected Rent wholly or partly by a lump sum payment if the Lifestyler sells the Village Home in an On-Site Sale, then on or before settlement of the sale the Lifestyler must pay the lump sum payment to the Village Owner.

7.4 Village Owner to offer new lease to purchaser of the Village Home in an On-Site Sale

- (1) When the Lifestyler wishes to sell the Village Home in an On-Site Sale, the Village Owner will offer to the purchaser of the Village Home a lease of the Residential Site for the same "Term" as this Agreement and otherwise on the Village Owner's then current standard terms and conditions, consistent with the context of operating the Village as a going concern under the then current market conditions and government regulatory conditions and any applicable law, provided that:
 - (a) the Village Owner receives a request to do so from the purchaser;
 - (b) the Village Owner is satisfied, acting reasonably, that the purchaser is reputable and is aware of and capable of meeting those terms and conditions and the provisions of the Village Policy;
 - (c) the Lifestyler has complied with its obligations under clause 7.3, and the Village Owner has chosen not to exercise its Right of First Refusal in that clause;
 - (d) the prospective purchaser purchases the Village Home from the Lifestyler; and
 - (e) the commencement date of the new lease is within 3 months of the date of the request from the Lifestyler.
- (2) The Lifestyler acknowledges that it will be a provision of the current standard terms and conditions of all future leases, referred to in subclause (1), that the term of the lease will expire no later than the Designated Date.

7.5 Village Owner will pay costs of Specified Sales Agent

Where the Lifestyler appoints the Specified Sales Agent to sell the Village Home in an On-Site Sale on the Lifestyler's behalf, the Village Owner will pay the Specified Sales Agent's costs of acting on the sale, direct to the Specified Sales Agent.

7.6 Village Owner not to require purchaser in an On-Site Sale to pay key-money

The Village Owner will not require the purchaser of the Village Home in an On-Site Sale to pay any premium or non-repayable bond for a lease of the Residential Site.

7.7 Sale of Village Home when it is not an On-Site Sale

Where the Lifestyler wishes to sell the Village Home and it is proposed that the prospective purchaser of the Village Home will remove the Village Home from the Residential Site, then the Lifestyler:

- (a) must:
 - (i) promptly notify the Village Owner;
 - (ii) not display "For Sale" signs within the Village or the Residential Site, other than one sign in a form and of a size reasonably acceptable to the Village Owner, placed in the window of the sales office at the Village (or such other area of the Village as the Village Owner designates from time to time as the place in the Village where "For Sale" signs may be located); and
 - (iii) ensure that the prospective purchaser is made aware that the prospective purchaser will not have the right to occupy the Residential Site, and following settlement of the sale must remove the Village Home from the Residential Site; and

- (b) may sell the Village Home on the Lifestyler's own behalf or appoint or allow another person to act as a selling agent on behalf of the Lifestyler, as the Lifestyler wishes.

8. MISCELLANEOUS

8.1 Sale of Village

- (1) The Village Owner may sell the Village subject to any proposed purchaser executing a deed to be bound by the terms of this Agreement, either prior to the sale or as a condition precedent to the sale.
- (2) The covenants on the part of the Village Owner bind the registered proprietor or proprietors for the time being of the Village but nothing in this Agreement or otherwise renders the present or any subsequent registered proprietor or proprietors of the Village liable in damages for any breach of those covenants except while that person remains the registered proprietor of the Village, and upon the Village Owner ceasing to be the registered proprietor of the Village, the Village Owner is released from any and all liability under this Agreement and from any and all liability in damages for any breach of these covenants, and the subsequent registered proprietor or proprietors will be liable in damages for any breach of these covenants, regardless of whether such liability arose while the Village Owner was the registered proprietor of the Village.

8.2 Tenancy after the end of the Term

- (1) After the expiration or sooner determination of the Term, if the Lifestyler continues to occupy the Residential Site with the agreement of the Village Owner, then the Lifestyler will be a periodic tenant from month to month on the same terms and conditions (except as to the Term, and with such changes as are required so that the terms and conditions apply to a periodic tenancy) as are contained or implied in this Agreement
- (2) The Lifestyler enters into this Agreement with the intent to bind the heirs, successors and administrators of the last-surviving Lifestyler so that if the last-surviving Lifestyler dies (causing the determination of the Term) and with the agreement of the Village Owner the heirs, successors and administrators of the last-surviving Lifestyler do not immediately remove the Village Home from the Residential Site, then the heirs, successors and administrators of the last-surviving Lifestyler will be a periodic tenant of the Residential Site from month to month on the same terms and conditions (except as to the Term, and with such changes as are required so that the terms and conditions apply to a periodic tenancy) as are contained or implied in this Agreement until the sooner of:
 - (a) the date on which the last-surviving Lifestyler's executor or personal representative removes the Village Home from the Village Site;
 - (b) where the last-surviving Lifestyler's executor or personal representative sells or transfers the Village Home to another person in an On-Site Sale and the Village Owner grants a lease of the Residential Site to that person, then the date of commencement of that lease.
- (3) If:
 - (a) the last-surviving person named in this Agreement as the Lifestyler dies; and
 - (b) the executor or personal representative of the Lifestyler's estate notifies the Village Owner they wish to sell the Village Home in an On-Site Sale and appoints the Specified Sales Agent to sell the Village Home in an On-Site Sale,

then the last-surviving Lifestyler's heirs, successors and administrators will be a periodic tenant of the Residential Site as set in clause 8.2(2), but:

(c) while Rent will still be charged, payment of the Rent need not be made until the earlier of:

- (i) settlement of the sale of the Village Home;
- (ii) the executor or personal representative of the Lifestyler's estate ceasing to offer the Village Home for sale;
- (iii) the executor or personal representative of the Lifestyler's estate removing the Village Home from the Residential Site;

so that the Rent charged until the sooner of (i), (ii) or (iii) above will accumulate as unpaid Rent;

(d) payment of the whole of the Rent that has accumulated during the period set out in clause 8.2(3)(c) must be made immediately on the sooner of (i), (ii) or (iii) as set out in that clause; and

(e) the Specified Sales Agent is authorised and directed to deduct the Rent that has accumulated from the funds collected at settlement and pay them to the Village Owner.

(4) For clarity, clause 8.2(3) does not apply unless and until the executor or personal representative of the Lifestyler's estate notifies the Village Owner that they wish to sell the Village Home in an On-Site Sale and appoints the Specified Sales Agent to sell the Village Home in an On-Site Sale.

8.3 Variation of this Agreement

This Agreement, except as amended in writing according to the terms of this Agreement or the Residential Parks (Long-stay Tenants) Act 2006 and signed by both the Village Owner and the Lifestyler, comprises the whole agreement between the Village Owner and the Lifestyler.

8.4 Exclusion of implied terms

Terms 1, 2, 5, 6, 7, 8, 10, 12, 13, 14, 15, 16 and 17 contained in Schedule 1 of the Act are excluded from this Agreement.

8.5 Caravan Parks and Camping Act 1995

Subject to clauses 8.4 and 8.16, nothing in this Agreement affects in any way the operation of:

- (a) the Caravan Parks and Camping Act 1995; or
 - (b) the Caravan Parks and Camping Regulations 1995,
 - (c) the Residential Parks (Long-stay Tenants) Act 2006; and
 - (d) the Residential Parks (Long-stay Tenants) Regulations 2007,
- including any right or duty prescribed by that Act or those Regulations.

8.6 Additional terms

The parties agree to the further terms and conditions (if any) specified as such in the Schedule.

8.7 Waiver

- (1) No person is taken to waive any breach of this Agreement by any other person unless the waiver is in writing and signed by the person granting the waiver.
- (2) A waiver applies only to the breach specified in writing and does not constitute a general waiver unless expressed as a general waiver.
- (3) The single or partial exercise, failure to exercise or delay in exercising any right, power or privilege under this Agreement does not:
 - (a) operate as a waiver of that right, power or privilege; or
 - (b) preclude any other or further exercise of that right, power or privilege or the exercise of any other right, power or privilege.

8.8 Entire understanding

- (1) Notwithstanding anything said or written prior to this Agreement being signed the, provisions of this Agreement constitute the entire understanding of the Village Owner and the Lifestyler and constitute the entire terms agreed upon between them and supersedes and replaces entirely any prior written or verbal agreement between them.
- (2) The Village Owner and the Lifestyler agree that no other covenant, warranty, representation or agreement applies to the transaction or transactions included in this Agreement by reason of any promise or oral statement, representation, warranty, covenant or undertaking made or given by any person at or prior to the execution of this Agreement.

8.9 Further assurances

The Village Owner and the Lifestyler agree to execute, complete, deliver, make and do all documents, instruments, notices, acts and things necessary or required to implement and give full effect to the provisions and purpose of this Agreement.

8.10 Severance

If any provision or part of a provision of this Agreement is or becomes void, invalid or unenforceable for any reason, then it is severed from this Agreement, but the remainder of this Agreement continues in full force and effect, unaffected by the severance.

8.11 2 or more Lifestylers

Where two or more persons are named in this Agreement as "the Lifestyler" then:

- (a) the obligations of the Lifestyler under this Agreement bind those persons jointly and severally; and
- (b) they enter into this Agreement as joint tenants and not as tenants in common.

8.12 Damage or destruction of the Village Home

- (1) Where the Village Home is damaged or destroyed and the Lifestyler wishes to remove the Village Home, or so much of it as remains, from the Residential Site with the intention of replacing the Village Home, then the Lifestyler may remove the Village

Home from the Residential Site and, notwithstanding the definition of the "Term" in clause 1.1, the Term will not expire by reason of the removal, provided that:

- (a) prior to the removal, the Lifestyler gives to the Village Owner notice in writing of the Lifestyler's intention to remove and replace the Village Home; and
 - (b) within 16 weeks after receipt by the Village Owner of the notice referred to in paragraph (a), the Lifestyler replaces the Village Home with:
 - (i) a village home purchased from the Village Owner; or
 - (ii) in the case where the Village Owner declines to sell a village home to the Lifestyler, a village home of a quality and standard approved by the Village Owner in its absolute discretion.
- (2) Nothing in this clause detracts from the obligation of the Lifestyler to meet the Lifestyler's obligations under this agreement including the obligation to pay the Base Rent, the Occupancy Fee and the Visitor Fee.

8.13 Western Australian Planning Commission Approval

This Agreement is made expressly subject to and is conditional upon the granting of any approval of the Western Australian Planning Commission, if and to the extent such approval is required to be obtained under the provisions of the Town Planning and Development Act 1928.

8.14 Default by Lifestyler

- (1) The Lifestyler acknowledges that if the Lifestyler defaults in performance of its obligations under this Agreement, then the Village Owner may exercise the rights and remedies available to it under the Residential Parks (Long-stay Tenants) Act 2006 ("Act"), including but not limited to:
 - (a) giving the Lifestyler a default notice under the Act;
 - (b) giving the Lifestyler a notice of termination under the Act; and
 - (c) seeking an order for possession of the Residential Site.
- (2) If the Village Owner gives the Lifestyler a notice of termination under the Act, then the Village Owner will offer to purchase the Village Home from the Lifestyler on the terms of the Standard Sale Contract on the basis that:
 - (a) the offer price will be the market price of the Village Home (as agreed between the Village Owner and the Lifestyler and failing such agreement, as determined by an independent valuer appointed by the Village Owner in the Village Owner's discretion) less the sum of 8 month's interest cost on the market price, on the basis that the interest rate will be 7% per annum more than the target cash rate published by the Reserve Bank of Australia from time to time, and calculated by reference to the formula immediately below:

market price x [target cash rate + 7%] x 8/12;

- (b) subject to clause 8.14(2)(c), the Lifestyler may accept the offer by giving written notice of acceptance to the Village Owner at any time prior to the day which is 14 days from the date the Lifestyler receives the notice of termination;
- (c) the offer will expire immediately and cannot be accepted by the Lifestyler if the Lifestyler removes the Village Home from the Residential Site;

- (d) settlement of the sale of the Village Home will take place on the date which is the later of:
 - (i) the Lifestyler providing vacant possession (but for the Village Home) of the Residential Site to the Village Owner; and
 - (ii) 14 days from the date the Village Owner receives written notice of acceptance from the Lifestyler under clause 8.14(2)(b);
 - (e) if the Lifestyler accepts the offer, the Lifestyler may not remove the Village Home from the Residential Site prior to settlement;
 - (f) the sale will be an On-Site Sale for the purposes of this agreement. For clarity, if the Lifestyler has selected in the Schedule to pay the Selected Rent wholly or partly by a lump sum payment if the Lifestyler sells the Village Home in an On-Site Sale, then on or before settlement of the sale the Lifestyler must pay the lump sum payment to the Village Owner; and
 - (g) on settlement of the sale of the Village Home, the Lifestyler must pay the Village Owner all Rent and Fees then due and owing (including any Selected Rent).
- (3) For clarity, nothing in this clause limits or restricts the Lifestyler's right to remove the Village Home from the Residential Site where the Lifestyler does not wish to accept the Village Owner's offer under clause 8.14(2).

8.15 Consents

In the absence of clear expression to the contrary, and to the extent permitted under the Act, where in this Agreement the Lifestyler may only do an act or thing with the consent of the Village Owner, the Village Owner may at its discretion give or withhold its consent, or give its consent subject to such conditions as the Village Owner chooses to impose. Where the Village Owner gives its consent subject to conditions, then a breach of those conditions by the Lifestyler will be a breach of this Agreement by the Lifestyler.

8.16 Incorporation of clauses and information in the Residential Parks (Long-stay Tenants) Regulations 2007

- (1) Subject to clauses 8.16(2) and 8.16(3):
 - (a) the clauses and other information set out in attachment 5 are incorporated into and form part of this Agreement; and
 - (b) if there is inconsistency between the clauses and other information set out in attachment 5 and any other clause in this Agreement, the clauses and other information set out in attachment 5 prevail to the extent of the inconsistency.
- (2) Clauses 14, 15, 16, 20, 21, 22, 23, 24, 25, 26, 28, 29, 30 and 33 of attachment 5 are excluded from this Agreement.
- (3) The clauses and other information set out in attachment 5 are to be read as if:
 - (a) all references to "agreed premises" were references to "Residential Site";
 - (b) all references to "park operator" were references to "Village Owner";
 - (c) all references to "relocatable home" were references to "Village Home";

- (d) all references to "rent" were references to "Base Rent";
 - (e) all references to "residential park" or "park" were references to "Village";
 - (f) all references to "shared premises" were references to "Lifestyle Facilities";
 - (g) all references to "site" were references to "Residential Site"; and
 - (h) all references to "tenant" were references to "Lifestyler".
- (4) The information required to complete:
- (a) clause 2 of attachment 5 is set out in the Schedule;
 - (b) clause 3 of attachment 5 is set out in the Schedule;
 - (c) clause 4 of attachment 5 is set out in the Schedule and clause 6.24;
 - (d) clause 5 of attachment 5 is set out in the definition of "Term" in clause 1.1 of this Agreement;
 - (e) clause 6 of attachment 5 is set out in the Schedule and clause 6.24 of this Agreement;
 - (f) clauses 7, 8, 9 and 10 of attachment 5 is set out in clause 3 of this Agreement;
 - (g) clause 11 of attachment 5 is set out in clauses 4 and 6.19 of this Agreement;
 - (h) clause 13 of attachment 5 is that there is no security bond;
 - (i) Division 3 of attachment 5 is set out in the Schedule and clauses 6.1, 6.2, and 6.23 of this Agreement;
 - (j) clause 17 of attachment 5 is that the Village is a lifestyle village and children are not allowed to live on the agreed premises;
 - (k) clause 18 of attachment 5 is set out in clause 6.22 of this Agreement;
 - (l) clause 19 of attachment 5 is set out in the Schedule and the Village Policy;
 - (m) clause 31 of attachment 5 is set out in clause 7 of this Agreement;
 - (n) clause 32 of attachment 5 is that the Lifestyler may not assign his or her interest under this Agreement or sublet the Residential Site;
 - (o) clause 34 of attachment 5 is that the Village Owner does not reserve the right to reposition the Lifestyler's Village Home; and
 - (p) clause 35 of attachment 5 is the minimum period of notice required under the Act.

SCHEDULE

Description	Details
Village Owner	
Name	[Select name of Entity from List] LIFESTYLE VILLAGE PTY LTD (ABN)
Business Address	
Phone	
Fax	
Email	N/A
Lifestyler:	
Village:	[Village Name] Lifestyle Village located at
Land:	
Residential Site:	Site No [SiteNo] as shown on the plan attached.
Commencement Date:	xx xxxxxx 200x
Designated Date:	
Rent:	<p>Base Rent: [BaseRent] per week; and</p> <p>Selected Rent:</p> <p>At the option of the Lifestyler, either:</p> <p>(a) [OptionA Rent] per week;</p> <p>(b) if the Lifestyler sells the Village Home in an On-Site Sale, a lump sum payment of <u>10</u> % of the price for which the Lifestyler sells the Village Home; or</p> <p>(c) both:</p> <p>(i) _____ per week; and</p> <p>(ii) if the Lifestyler sells the Village Home in an On-Site Sale, a lump sum payment of _____ % of the price for which the Lifestyler sells the Village Home.</p> <p>The Lifestyler has selected to pay the Selected Rent by way of option:</p> <p><input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C Please tick selected option</p>
Occupancy Fee:	\$ 17.59 Per person per week
Visitor Fee:	\$ 21.09 Per person per week
Peak Holiday Fee:	\$ 12.15 Per person per day
Village Home:	<<Home type>>
Specified Sales Agent:	

Lifestyle Facilities:	
Additional terms and conditions:	

EXECUTED BY
[VILLAGE NAME] LIFESTYLE VILLAGES PTY
LTD
(ABN) by being signed by:

Date: _____

Date: _____

Date: _____

ATTACHMENT 1 - Village Policy

Please refer to Village Policy as provided in the Lifestyler Manual

ATTACHMENT 2 - Plan of Residential Site

ATTACHMENT 3 - Notification of Conditions Placed on the Certificate of Title

ATTACHMENT 4 - Environmental Policy

[Village Name] Lifestyle Village supports an ethos to improve the environment for future generations and to reduce the impact of the Village on the environment, surrounding bushland and waterways. All Lifestylers are encouraged to support the Village's environmental care initiatives and participate in the information sessions, workshops and hands-on activities provided for Lifestylers.

1. Eco friendly cleaning

Eco friendly, phosphorus free and biodegradable cleaning products including soaps and detergents should be used in showers and for laundry washing as the Village is located in a sensitive ecological area. These products are safer on waterways ..

2. Rainwater tanks

Lifestylers are responsible for cleaning and maintaining the rainwater tanks in their homes.

3. Reduce, reuse and recycle

Lifestylers are encouraged to reduce, reuse and recycle wherever possible to decrease the amount of waste going into landfill. Recycling centres are located in the Village to drop off and sort items that can be reused or recycled.

Items include:

- ♦ re-use materials e.g. ice-cream containers, cardboard toilet rolls, egg cartons
- ♦ recycling of paper, glass, plastic, tin and aluminium
- ♦ collection of food scraps for the chooks and worms

4. Waste disposal of organic materials

A composting area located at the storage area is provided for green waste such as garden weeds and clippings.

ATTACHMENT 5 - Schedule 4 of Regulations to the Act

Fixed term site-only agreement

Division 1 — Preliminary

Introduction	<p>(1) This agreement is for the rental of the site stated in clause 4 and permits the tenant to position a relocatable home on the site.</p> <p>(2) This agreement is for a fixed term tenancy commencing and ending on the days specified in clause 5.</p>
Notes to tenants	<p>This agreement is in 10 Divisions:</p> <p>Division 1 — Preliminary</p> <p>Division 2 — Rent, fees and charges</p> <p>Division 3 — Table of fees and charges for services and utilities</p> <p>Division 4 — General terms</p> <p>Division 5 — Special terms</p> <p>Division 6 — Condition report</p> <p>Division 7 — Park rules</p> <p>Division 8 — Information sheet</p> <p>Division 9 — Acceptance</p> <p>Division 10 — Tenant's checklist</p> <p>Before you sign this agreement, you should have completed the TENANT'S CHECKLIST in Division 10.</p> <p>If you need general information about renting at a residential park —</p> <p>call the Consumer Protection Advice Line: 1300 30 40 54</p> <p>visit the Consumer Protection website: www.docep.wa.gov.au</p> <p>WARNING</p> <p>This is a long-stay agreement for a fixed term</p> <p>You could be given 180 days notice to vacate the site if the park is being sold, but compensation is payable by the park operator for losses incurred.</p>

Clause 1 — Terms used in this agreement	<p>In this agreement, unless the contrary intention appears —</p> <p>"Act" means the <i>Residential Parks (Long-stay Tenants) Act 2006</i>;</p> <p>"agreed premises" means the site, the on-site home, any other structures on the site that the tenant is entitled to use or occupy under this agreement, and any fixtures, fittings or chattels that are provided under this agreement for the exclusive use of the tenant;</p> <p>"Division" means a Division of this agreement;</p> <p>"on-site home" means the relocatable home provided on the site by the park operator under this agreement;</p> <p>"park operator" means the party referred to in clause 2;</p> <p>"regulations" means the <i>Residential Parks (Long-stay Tenants) Regulations 2007</i>;</p> <p>"relocatable home", in relation to a site, means a vehicle, building, tent or other structure that is fitted or designed for use as a residence (whether or not it includes bathroom or toilet facilities) and that is or can be parked, assembled or erected on the site;</p> <p>"residential park" or "park" means the residential park referred to in clause 4;</p> <p>"shared premises", in relation to the residential park, means —</p> <p>(a) the common areas, structures and amenities in the park that the park operator provides for the use of all long-stay tenants or makes accessible to all long-stay tenants; and</p> <p>(b) any fixtures, fittings or chattels in or on the common areas or structures;</p> <p>"site" means the site referred to in clause 4;</p> <p>"tenant" means the party referred to in clause 3.</p>
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Clause 2 — Park operator / managing real estate agent details	Park operator's details (not required if managing real estate agent's details are provided below) First name Last name Business address Suburb State Postcode..... Phone () Fax () Email address Managing real estate agent's details (if applicable) Name Address Suburb State Postcode..... Phone () Fax () Email address
Clause 3 — Tenant/s details	Tenant/s name/s Current address Suburb State Postcode..... Phone () Fax () Email address Place of occupation Suburb State Postcode..... Phone () Fax () Email address
Clause 4 — Residential park and site details	Park name and address Site location (e.g. site number or other description) Number of persons to reside permanently in the on-site home: Maximum number of persons allowed to reside in the on-site home at any one time Area of site (e.g. Zm2 or X metres by Y metres)
Clause 5 — Fixed term of agreement	Commencement date:/...../..... DD MM YYYY Termination date:/...../..... DD MM YYYY

Division 2 — Rent, fees and charges

Clause 6 — Rent	(1) Rent: \$ per week / fortnight / month ((Please tick applicable period) Note 1: Division 3 specifies what fees or charges for services and utilities are included in the rent, if any. (2) Number of persons included in the rent: Note 2: Clause 14 specifies what fees or charges for services and utilities are included in the rent, if any.
Clause 7 — Rent payment day	Rent payment day

Clause 8 — Method of rent payment	Cash	Cheque
	EFTPOS	Credit card
	Direct deposit into specified financial institution	Deduction from pension
	Other (please specify)	
Clause 9 — Location of rent payment	Place where rent must be paid: (e.g. at the park's office, at the park operator's financial institution)	
Clause 10 — Rent in advance	The tenant agrees to pay before or during the first 2 weeks of the tenancy an amount of: Note: Section 25 of the Act states that this amount must not be more than 2 weeks rent.	
Clause 11 — Rent variation	(1) Rent increases allowed: Yes No (2) How the rent may be varied: (i.e. basis for reviewing e.g. — (a) current rent + CPI (the all groups consumer price index for Perth published by the Australian Statistician referred to in section 5 of the Australian Bureau of Statistics Act 1975 of the Commonwealth); or (b) percentage increase on current rent; or (c) review on a market rent basis). Note 1: Under Schedule 1 clause 4(3) and (4) to the Act, the above subclause cannot specify more than one basis for calculating rent on any single review date, however this does not prevent different bases for calculating rent being specified for different review dates. Note 2: Under Schedule 1 clause 4(5) to the Act, the above subclause cannot provide that the rent payable on and after a review date is not reduced if the amount calculated on the basis specified for that review date is less than the amount that was payable under this agreement immediately before the review date. Note 3: Under section 31 of the Act, if a long-stay agreement provides for a review of rent on a market rent basis then, when calculating the amount of rent to be payable on and after the review date, the park operator must have regard to a report obtained for the purpose by the park operator from a person licensed under the Land Valuers Licensing Act 1978. (3) When the rent may be varied: Note 4: Under Schedule 1 clause 4(2) and (6) to the Act — (a) if it is the practice of the park operator to review the rent payable by long-stay tenants in accordance with a set review date schedule and the tenant has been given written notice of that schedule before the making of this agreement, the above subclause can set the first review date earlier than 12 months from the beginning of the tenancy; (b) the above subclause cannot otherwise specify that the rent is to be reviewed at intervals of less than 12 months.	
Clause 12 — No accelerated rent and liquidated damages	(1) The tenant is not required to pay — (a) any rent remaining payable under this agreement; or (b) rent of an increased amount; or (c) an amount by way of penalty; or (d) an amount by way of liquidated damages, for any breach of this agreement, the Act or any other written law. Note 1: Under Schedule 1 clause 18(1) to the Act, this agreement would be void to the extent that it provided for any such payment. (2) The tenant is not entitled to any reduction in rent, or any rebate, refund or other benefit, because the tenant has not breached this agreement, the Act or another written law. Note 2: Under Schedule 1 clause 18(2) to the Act, if in this agreement any reduction, rebate, refund or other benefit were expressed to be dependant on compliance with this agreement, the Act or another written law — (a) this agreement would be taken to be varied from the commencement of the tenancy; and (b) the tenant would be entitled to the reduction, rebate, refund or other benefit in any event.	
Clause 13 — Security bonds	4 weeks rent
	Security devices (not more than \$100)

	Fumigation (cats or dogs) (not more than \$100)
	Total
	Note: Section 21(2) of the Act specifies the maximum amount for the security bonds relating to security devices and pets (\$100 each).	

Clause 14 — Charges for additional residents	<p>(1) Charge for each person residing on the agreed premises in addition to the number of permanent residents specified in clause 6:</p> <p>\$ per night / week / fortnight / month</p> <p>(Please tick applicable period)</p> <p>(2) For the purposes of subclause (1) specify any provisions relating to —</p> <p>(a) what constitutes "residing" (e.g. the minimum period); and</p> <p>(b) who is to be considered an "additional person" (e.g. does it include a carer or nurse who stays overnight).</p> <p>.....</p> <p>Note 1: If there is insufficient space below the subclause, write "Refer to Division 5" and specify the provision in Division 5.</p> <p>(3) If the charge is not payable at the same time and in the same manner as the rent, specify when and how the charge is to be paid.</p> <p>.....</p> <p>Note 2: If there is insufficient space below the subclause, write "Refer to Division 5" and specify the details in Division 5.</p> <p>(4) State any other provisions applicable in relation to the application or calculation of a charge under this clause.</p> <p>.....</p> <p>Note 3: If there is insufficient space below the subclause, write "Refer to Division 5" and specify the details in Division 5.</p> <p>Exclude this clause: Yes No</p> <p>Note 4: This clause can be excluded by marking the relevant box above or by crossing out the entire clause.</p>
Clause 15 — Fees and charges for services and utilities	<p>(1) The fees and charges set out in Division 3 are payable by the tenant during the term of this agreement for services and utilities provided in relation to the agreed premises.</p> <p>(2) If a fee or charge under subclause (1) —</p> <p>(a) is not included in the rent; and</p> <p>(b) is imposed by a State agency or instrumentality for services or utilities provided by it; and</p> <p>(c) is varied by that State agency or instrumentality,</p> <p>the amount payable by the tenant for that fee or charge under this agreement will vary accordingly.</p> <p>Exclude subclause (2): Yes No</p> <p>If this subclause is not excluded, are there any modifications or restrictions to the subclause? Yes No</p> <p>If yes, outline the modification or restriction below:</p> <p>.....</p> <p>Note 2: This subclause can be modified or restricted by marking the relevant box above, crossing out all or any part of the subclause and by either —</p> <p>(a) setting out the modification or restriction in the space provided below the subclause; or</p> <p>(b) if there is insufficient space below the subclause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5.</p>

Clause 16 — Rates, taxes and charges payable by park operator	<p>The park operator must bear the cost of all rates, taxes or charges imposed in respect of the agreed premises and the shared premises under any of the following written laws —</p> <p>(a) the Land Tax Act 2002;</p> <p>(b) the Local Government Act 1995;</p> <p>(c) any written law under which a rate, tax or charge is imposed for "water services", as defined in the Water Agencies (Powers) Act 1984, except a charge for water consumed.</p> <p>Exclude this clause; Yes No</p> <p>If this clause is not excluded, are there any modifications or restrictions to the clause? Yes No</p> <p>If yes, outline the modification or restriction below:</p> <p>.....</p> <p>Note: This clause can be modified or restricted by marking the relevant box above and by either —</p> <p>(a) setting out the modification or restriction in the space provided below the clause; or</p> <p>(b) if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5.</p>
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Division 3 — Table of fees and charges for services and utilities

Service / Utility	Included in rent (mark "yes" or "no")	Frequency (e.g. monthly, quarterly, yearly)	Cost (specify whether fixed, metered or other)
Electricity			
Gas			
Water			
Telephone			
Mowing / Gardening			
Other service / utility (please specify)			
Other service / utility (please specify)			
Other service / utility (please specify)			
Other service / utility (please specify)			
Other service / utility (please specify)			

Division 4 — General terms

Clause 17 — Children	<p>Children allowed to live on the agreed premises: Yes No</p> <p>Note: Under section 20 of the Act, it is illegal for the park operator to refuse to make an agreement on the basis that children will live in the agreed premises (or advertise or otherwise indicate an intention to so refuse, or instruct someone else to so refuse) unless —</p> <p>(a) where the residential park is operated under a licence under the <i>Caravan Parks and Camping Grounds Act 1995</i> — the licence permits the park operator to include such a term in this agreement; or</p> <p>(b) in any other case — the residential park is a lifestyle village as defined in the Glossary to the Act, and the same term is included in all long-stay agreements made between the park operator and the long-stay tenants of the lifestyle village.</p>
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Clause 18 — Keeping of pets	<p>Pets allowed: Yes No</p> <p>Type and number of pets allowed</p> <p>.....</p> <p>Note: The keeping of pets is subject to any local government laws for the relevant district.</p>
Clause 19 — Shared premises	<p>(1) Specify any premises the tenant will share with other tenants at the park.</p> <p>.....</p> <p>(2) Specify any restrictions on the access to those premises.</p> <p>.....</p> <p>(3) The park operator may make changes to the residential park resulting in a reduction of the shared premises if 75% of the long-stay tenants at the park support the changes.</p>
Clause 20 — Vacant possession	<p>Vacant possession of the agreed premises will be given to the tenant on the day on which the tenant is entitled under this agreement to take up occupation of the agreed premises.</p> <p>Exclude this clause; Yes No</p> <p>If this clause is not excluded, are there any modifications or restrictions to the clause? Yes No</p> <p>If yes, outline the modification or restriction below:</p> <p>.....</p> <p>Note: This clause can be modified or restricted by marking the relevant box above and by either —</p> <p>(a) setting out the modification or restriction in the space provided below the clause; or</p> <p>(b) if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5.</p>
Clause 21 — No legal impediment to occupation of tenanted premises	<p>(1) On the part of the park operator, there is no legal impediment to the tenant's occupation of the agreed premises as a residence, or to the tenant's use of the agreed premises, for the period of this agreement.</p> <p>(2) In this clause —</p> <p>"impediment" means only an impediment of which, at the time of entering into this agreement, the park operator had knowledge or ought reasonably to have had knowledge.</p> <p>Exclude this clause; Yes No</p> <p>If this clause is not excluded, are there any modifications or restrictions to the clause? Yes No</p> <p>If yes, outline the modification or restriction below:</p> <p>.....</p> <p>Note: This clause can be modified or restricted by marking the relevant box above and by either —</p> <p>(a) setting out the modification or restriction in the space provided below the clause; or</p> <p>(b) if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5.</p>
Clause 22 — Responsibility for cleanliness	<p>The tenant must keep the site and the exterior of the relocatable home on the site in a reasonable state of cleanliness.</p> <p>Exclude this clause; Yes No</p> <p>If this clause is not excluded, are there any modifications or restrictions to the clause? Yes No</p> <p>If yes, outline the modification or restriction below:</p> <p>.....</p> <p>Note: This clause can be modified or restricted by marking the relevant box above and by either —</p> <p>(a) setting out the modification or restriction in the space provided below the clause; or</p> <p>(b) if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5.</p>
Clause 23 — Responsibility for damage	<p>(1) The tenant must not intentionally or negligently cause or permit damage to the agreed premises or the shared premises.</p> <p>(2) The tenant must notify the park operator, as soon as practicable but in any case within 3 days, of any damage —</p> <p>(a) to the site or to any fittings or fixtures on the site; or</p> <p>(b) to the exterior of the relocatable home on the site.</p> <p>Exclude this clause; Yes No</p> <p>If this clause is not excluded, are there any modifications or restrictions to the clause? Yes No</p> <p>If yes, outline the modification or restriction below:</p> <p>.....</p>

	<p>Note: This clause can be modified or restricted by marking the relevant box above and by either —</p> <p>(a) setting out the modification or restriction in the space provided below the clause; or</p> <p>(b) if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5.</p>
<p>Clause 24 — Park operator's responsibility for cleanliness and repairs</p>	<p>(1) The park operator must —</p> <p>(a) provide the agreed premises and the shared premises in a reasonable state of cleanliness; and</p> <p>(b) maintain the shared premises in a reasonable state of cleanliness; and</p> <p>(c) provide and maintain the agreed premises and the shared premises in a reasonable state of repair having regard to their age, character and prospective life; and</p> <p>(d) comply with any other written laws that apply in relation to the buildings in the residential park or the health and safety of residents of the park.</p> <p>(2) Without limiting the park operator's obligations under subclause (1) the park operator must carry out any work specified in the Condition report set out in Division 6 clause 3.</p> <p>Exclude this clause; Yes No</p> <p>If this clause is not excluded, are there any modifications or restrictions to the clause? Yes No</p> <p>If yes, outline the modification or restriction below:</p> <p>.....</p> <p>Note: This clause can be modified or restricted by marking the relevant box above and by either —</p> <p>(a) setting out the modification or restriction in the space provided below the clause; or</p> <p>(b) if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5.</p>
<p>Clause 25 — Compensation where tenant sees to repairs</p>	<p>(1) The park operator must compensate the tenant for any reasonable expense incurred by the tenant in making urgent repairs to the agreed premises where —</p> <p>(a) the state of disrepair has arisen otherwise than as a result of a breach of this agreement by the tenant and is likely to cause injury to person or property or undue inconvenience to the tenant; and</p> <p>(b) the tenant has made a reasonable attempt to give to the park operator notice of the state of disrepair and of his or her intention to incur expense in repairing the premises.</p> <p>(2) However, the park operator is not obliged to compensate the tenant unless —</p> <p>(a) the person who carries out the repairs holds a licence to do such work, if a written law requires the person to hold the licence; and</p> <p>(b) the tenant has given to the park operator a report prepared by the repairer as to the apparent cause of the state of disrepair.</p> <p>(3) Subclause (1) applies whether or not the tenant has notice of the state of the agreed premises at the time when this agreement is made.</p> <p>Exclude this clause; Yes No</p> <p>If this clause is not excluded, are there any modifications or restrictions to the clause? Yes No</p> <p>If yes, outline the modification or restriction below:</p> <p>.....</p> <p>Note: This clause can be modified or restricted by marking the relevant box above and by either —</p> <p>(a) setting out the modification or restriction in the space provided below the clause; or</p> <p>(b) if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5.</p>
<p>Clause 26 — Tenant's conduct on premises</p>	<p>The tenant —</p> <p>(a) must not cause or permit a nuisance anywhere in the residential park; and</p> <p>(b) must not use the agreed premises or the shared premises, or cause or permit them to be used, for an illegal purpose.</p> <p>Exclude this clause; Yes No</p> <p>If this clause is not excluded, are there any modifications or restrictions to the clause? Yes No</p> <p>If yes, outline the modification or restriction below:</p> <p>.....</p> <p>Note: This clause can be modified or restricted by marking the relevant box above and by either —</p> <p>(a) setting out the modification or restriction in the space provided below the clause; or</p> <p>(b) if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5.</p>

Clause 27 — Quiet enjoyment	<p>(1) The tenant has a right to quiet enjoyment of the agreed premises without interruption by the park operator or any person claiming by, through or under the park operator or having superior title to that of the park operator.</p> <p>(2) The park operator must not cause or permit any interference with the reasonable peace, comfort or privacy of the tenant in the use by the tenant of the agreed premises or the reasonable use by the tenant of the shared premises.</p> <p>(3) The park operator must take all reasonable steps to enforce the obligation of any other tenant of the park operator not to cause or permit any interference with the reasonable peace, comfort or privacy of the tenant in the use by the tenant of the agreed premises or the shared premises.</p>
Clause 28 — Locks	<p>(1) The tenant will not alter, remove or add any lock or similar device to the agreed premises or the shared premises without the consent of the park operator given at, or immediately before, the time that the alteration, removal or addition is carried out.</p> <p>Note 1: Under Schedule 1 clause 12(5) to the Act, a long-stay tenant who breaches subclause (1) above without reasonable excuse, in addition to any civil liability that the tenant might incur, commits an offence and is liable to a fine of \$20 000.</p> <p>(2) The park operator will not alter, remove or add any lock or similar device to the agreed premises or to anything that belongs to the tenant without the consent of the tenant given at, or immediately before, the time that the alteration, removal or addition is carried out.</p> <p>(3) The park operator will not alter, remove or add any lock or similar device to the shared premises without first notifying the tenant and providing the tenant with a means of access to the shared premises.</p> <p>Note 2: Under Schedule 1 clause 12(6) to the Act, a park operator who breaches subclause (2) or (3) above without reasonable excuse, in addition to any civil liability that the park operator might incur, commits an offence and is liable to a fine of \$20 000.</p> <p>Note 3: Under Schedule 1 clause 12(7) to the Act, if an agent of the park operator, without reasonable excuse, alters, removes or adds a lock or device to the agreed premises or the shared premises without the consent of the tenant given at or immediately before the time that the alteration, removal or addition is carried out, then the agent, in addition to any civil liability that the agent might incur, commits an offence and is liable to a fine of \$20 000.</p> <p>Exclude this clause; Yes No</p> <p>If this clause is not excluded, are there any modifications or restrictions to the clause? Yes No</p> <p>If yes, outline the modification or restriction below:</p> <p>.....</p> <p>Note: This clause can be modified or restricted by marking the relevant box above and by either —</p> <p>(a) setting out the modification or restriction in the space provided below the clause; or</p> <p>(b) if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5.</p>
Clause 29 — Park operator's right of entry	<p>(1) The park operator may enter the agreed premises and any other premises occupied by the tenant under this agreement, including any relocatable home or other structure provided by the tenant —</p> <p>(a) with the consent of the tenant given at, or immediately before, the time of entry; or</p> <p>(b) at any time in an emergency.</p> <p>(2) The park operator may enter the agreed premises —</p> <p>(a) on giving at least 24 hours' written notice to the tenant where the park operator requires access to meet the park operator's obligations under this Act or to inspect repairs and maintenance to the site; or</p> <p>(b) on a day and at a reasonable time specified in a written notice given to the tenant at least 7 and not more than 14 days in advance, for the purpose of inspecting the premises or for any other purpose; or</p> <p>(c) at any reasonable time for the purpose of collecting the rent under this agreement, where under this agreement the rent is payable not more frequently than once each week and is to be collected at the premises; or</p> <p>(d) for the purpose of inspecting the agreed premises, on the occasion of a rent collection referred to in paragraph (c), but not more frequently than once every 4 weeks; or</p> <p>(e) for the purpose of carrying out or inspecting necessary repairs to or maintenance of the agreed premises, at any reasonable time, after giving the tenant at least 72 hours' notice; or</p> <p>(f) at any reasonable time and on a reasonable number of occasions during the 21 days before this agreement ends, after giving the tenant reasonable notice, for the purpose of showing the agreed premises to prospective tenants; or</p> <p>(g) at any reasonable time and on a reasonable number of occasions, after giving the tenant reasonable notice, for the purpose of showing the agreed premises to prospective purchasers.</p> <p>Exclude this clause; Yes No</p> <p>If this clause is not excluded, are there any modifications or restrictions to the clause? Yes No</p> <p>If yes, outline the modification or restriction below:</p>

	<p>.....</p> <p>Note: This clause can be modified or restricted by marking the relevant box above and by either —</p> <p>(a) setting out the modification or restriction in the space provided below the clause; or</p> <p>(b) if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5.</p>
Clause 30 — Tenant's right to remove fixtures or alter premises	<p>(1) The tenant must not affix a fixture or make a renovation or an alteration or addition to the agreed premises: Yes No</p> <p>(2) If yes —</p> <p>(a) the written consent of the park operator is required: Yes No</p> <p>(b) the following additional conditions apply:</p> <p>.....</p> <p>(3) The tenant must not affix a fixture or make a renovation or an alteration or addition to the exterior of the relocatable home on the site or to the exterior of any other structure on the site that is not part of the agreed premises: Yes No</p> <p>(4) If yes —</p> <p>(a) the written consent of the park operator is required: Yes No</p> <p>(b) the following additional conditions apply:</p> <p>.....</p> <p>(5) The park operator must not withhold consent unreasonably.</p> <p>(6) At any time while the tenant's right to occupy the agreed premises continues, the tenant may remove any fixture that he or she has, with the park operator's consent, affixed to the premises, unless the removal of the fixture would cause irreparable damage to the agreed premises.</p> <p>(7) If the tenant's removal of a fixture causes damage to the agreed premises, the tenant must notify the park operator and, at the option of the park operator, repair the damage or compensate the park operator for any reasonable expenses incurred by the park operator in repairing the damage.</p> <p>Exclude this clause: Yes No</p> <p>If this clause is not excluded, are there any modifications or restrictions to the clause? Yes No</p> <p>If yes, outline the modification or restriction below:</p> <p>.....</p> <p>Note: This clause can be modified or restricted by marking the relevant box above and by either —</p> <p>(a) setting out the modification or restriction in the space provided below the clause; or</p> <p>(b) if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5.</p>
Clause 31 — Selling relocatable home	<p>(1) Tenant permitted to sell a relocatable home owned by the tenant on the site: Yes No</p> <p>(2) If yes, state any restrictions which apply in relation to the size and placement of any "for sale" sign on the relocatable home or elsewhere in the park.</p> <p>.....</p> <p>(3) State any other restrictions which affect the sale of the relocatable home.</p> <p>.....</p> <p>(4) The tenant is not required to nominate the park operator as the selling agent in relation to the sale of the relocatable home.</p>
Clause 32 — Provision for assigning or sub-letting the premises	<p>(1) The tenant may assign his or her interest under this agreement or sub-let the agreed premises: Yes No</p> <p>(2) If yes —</p> <p>(a) the written consent of the park operator is required: Yes No</p> <p>(b) the following additional conditions apply:</p> <p>.....</p> <p>(3) If the answer to subclause (2)(a) is yes —</p> <p>(a) the park operator must not unreasonably withhold consent; and</p> <p>(b) the park operator must not make any charge for giving the consent except for reasonable incidental expenses.</p> <p>Note: Under Schedule 1 clause 16(4) to the Act, the operation of a provision of this agreement that purports to permit the assignment of the tenant's interest under this agreement is subject to the operation of any other written law that prohibits or regulates such an assignment.</p>

Clause 33 — Tenant's vicarious responsibility for breach of agreement	<p>(1) The tenant is vicariously responsible for any act or omission of another person who is lawfully on the agreed premises or the shared premises, if the act or omission would have constituted a breach of this agreement if done or omitted by the tenant.</p> <p>(2) Subclause (1) does not extend to a person who is lawfully on the agreed premises or the shared premises but whose authority does not derive from the permission, express or implied, of the tenant.</p> <p>Exclude this clause; Yes No</p> <p>If this clause is not excluded, are there any modifications or restrictions to the clause? Yes No</p> <p>If yes, outline the modification or restriction below:</p> <p>.....</p> <p>Note: This clause can be modified or restricted by marking the relevant box above and by either —</p> <p>(a) setting out the modification or restriction in the space provided below the clause; or</p> <p>(b) if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5.</p>
Clause 34 — Repositioning of relocatable home	<p>(1) The park operator reserves the right to reposition the tenant's relocatable home to a comparable site in the park if necessary. <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>(2) If yes, the park operator must pay for all the tenant's expenses resulting from any repositioning of the relocatable home.</p>
Clause 35 — Notice of termination	<p>The period of notice for the termination of this agreement is:</p> <p>.....</p> <p>Note 1: If notice of termination is given —</p> <p>(a) by the park operator under Part 3 Division 2 of the Act; or</p> <p>(b) by the tenant under Part 3 Division 3 of the Act,</p> <p>section 33(1) of the Act provides that this agreement terminates when the above period of notice has expired and the tenant has given vacant possession of the agreed premises to the park operator.</p> <p>Note 2: Under section 33(2) of the Act, this agreement is terminated when both of the following events have occurred —</p> <p>(a) the fixed term has ended;</p> <p>(b) the tenant has given vacant possession of the agreed premises to the park operator.</p> <p>Note 3: Section 33(3) of the Act provides that in any other case, this agreement ends when —</p> <p>(a) the State Administrative Tribunal terminates this agreement under Part 5; or</p> <p>(b) a person whose title is superior to the title of the park operator becomes entitled to possession of the agreed premises; or</p> <p>(c) a mortgagee of the agreed premises takes possession of the premises under the mortgage; or</p> <p>(d) the tenant abandons the agreed premises; or</p> <p>(e) the tenant gives vacant possession of the premises under a written agreement with the park operator to end this agreement; or</p> <p>(f) the rights under this agreement of the park operator or the tenant are ended by merger.</p> <p>Note 4: Sections 41 and 42 state that, if the park operator gives notice of termination, the notice must specify that the tenant is to give vacant possession of the agreed premises to the operator at least 180 days after the day on which the notice is given and, if the notice is given without grounds, not before the end of the fixed term.</p> <p>Note 5: Section 44 states that, if the tenant gives notice of termination, the notice must specify that the tenant intends to give vacant possession of the agreed premises to the operator at least 21 days after the day on which the notice is given and not before the end of the fixed term.</p>
Clause 36 — No unilateral variation of agreement	<p>Except as provided in clauses 13(1) and 15, neither the park operator nor the tenant can vary this agreement unilaterally.</p>
Clause 37 — Park rules	<p>The tenant agrees to comply with the park rules set out in Division 7 as amended by the park operator from time to time in accordance with regulation 21 of the regulations.</p>

Division 5 — Special terms

Note 1: If a term set out in this Division (a "special term") is inconsistent with a provision of the Act or regulations, then unless the provision prescribes a term that has been excluded, modified or restricted in accordance with the Act, the regulations and this agreement, that provision will prevail and, under section 9(1) of the Act, the special term will be void and of no effect to the extent of the inconsistency.

Note 2: If a special term is inconsistent with a term set out in Division 1, 2 or 4 (a "prescribed term"), then unless the prescribed term has been excluded, modified or restricted in accordance with the Act, the regulations and this agreement, that prescribed term will prevail and, under section 9(1) of the Act, the special term will be void and of no effect to the extent of the inconsistency.

Note 3: Entering into any contract, agreement or arrangement with the intention, either directly or indirectly, of defeating, evading or preventing the operation of the Act is prohibited under section 9(2) of the Act and is punishable by a fine of \$10 000.

Division 6 — Condition report

Note: In this Division the park operator should set out the condition report prescribed under regulation 8(1)(b) and (2) and Schedule 5 clauses 2, 3 and 4 of the regulations.

Division 7 — Park rules

Note: In this Division the park operator should set out the park rules for the residential park.

Division 8 — Information sheet

Note: In this Division the park operator should set out the information sheet prescribed under regulation 9(1)(b) and Schedule 7 of the regulations.

ATTACHMENT 6 - Site Condition Report

Condition at Commencement				
	General Appearance	Driveway	Landscaping/ Garden	Fence
Clean/Tidy				
Undamaged				

Signed:

Lifestyler 1: _____

Lifestyler 2: _____

Manager: _____

Condition at Termination

	General Appearance	Driveway	Landscaping/ Garden	Fence
Clean/Tidy				
Undamaged				

Signed:

Lifestyler 1: _____

Lifestyler 2: _____

Manager: _____

SA Site Agreement

Residential Parks Act 2007

Short fixed term agreement

(for use by park owner)*

Note: A park owner may choose to enter into a fixed term or a periodic agreement with a resident. There is no requirement under the Act that all agreements must be for a fixed term. If the park owner* and resident choose to enter into a short fixed term agreement of 90 days or less, this form should be completed. The park owner* must complete Part A of this form in duplicate and give both copies to the resident to sign. The resident should then complete Part B and return one copy to the park owner*.*

PART A - Notice to be given to the resident by the park owner*

To:
(insert name of resident)

I hereby give you notice under section 4 of the *Residential Parks Act 2007* that the residential park agreement you have entered into is a **short fixed term agreement** of days.

YOU ARE WARNED THAT YOUR AGREEMENT WILL COME TO AN END AT THE COMPLETION OF THIS PERIOD AND THAT YOU SHOULD NOT EXPECT TO CONTINUE IN POSSESSION OF THE RENTED PROPERTY AFTER THAT TIME.

Details of relevant residential park agreement:

Name of park owner*:

Address of rented property:

Commencement date:/...../.....
(insert date agreement commences)

Last day of agreement:/...../.....
(insert date agreement ends)

Park owner's* signature:

Park owner's* contact details:

Date:/...../.....

If you would like more information contact:

Consumer and Business Services
Phone: 131 882 9am – 5pm Mon - Fri
www.sa.gov.au/tenancy/renters

***Park owner means the owner OR the operator of the park**

PART B - Statement to be signed by the resident

(Note: The park owner* should have completed Part A of this form and given you two copies. You should complete Part B and return one copy to the park owner*.)

I, understand that I have entered into a **short fixed term**
(insert name of resident)

agreement of 90 days or less, starting on/...../..... and finishing on/...../.....
(insert date agreement commences) (insert date agreement ends)

I acknowledge receipt of a notice (Part A of Form H) from the park owner* about this agreement.

In accordance with section 4 of the *Residential Parks Act 2007*, I acknowledge that I do not expect to continue possession of the rented property at:

.....
.....
(insert address of rented property)

after the end of the term stated in the agreement.

Signature of resident:

Date:/...../.....

ACT Site Agreement



Occupancy Factsheet

Occupancy Agreements

Do you live on campus at uni, or in a motel, club or caravan park?

Are you living in the same house as the owner, or does the owner provide food or services?

Have you been offered an occupancy agreement?

Read on to find out whether you have an occupancy agreement or not, and what it means...

If you pay for your accommodation, you have rights. However, what rights and responsibilities you have will depend on what type of agreement you have with the owner of the property.

The two main types of renting agreements in the ACT are tenancies and occupancies. **If you have a written agreement that says it is a residential tenancy agreement, then you are a tenant.** If you don't, then whether you have a tenancy or an occupancy agreement depends on what type of premises you live in and what terms you have agreed to. For information on tenancies, look at [Tenancy Factsheets](#) on www.tenantsact.org.au.

Occupancy agreements give some legal protection to people in the ACT who do not have tenancy agreements. Yet they do not apply to all kinds of accommodation. Occupancy agreements **do not** operate in retirement villages, or in Federally funded supported accommodation such as nursing homes and hostels for the aged or people with disabilities (section 4 of the *Residential Tenancies Act*). However, occupancy agreements can operate in ACT government supported accommodation for the aged and

people with disabilities (for example supported accommodation assistance program services).

Where there is an occupancy agreement, the person who pays money to stay in the room or premises is called "the occupant". The person who owns the premises or room is called "the grantor". By comparison, in a tenancy agreement (also called a lease), the person who pays money to stay in the premises is called "the tenant" and the person who owns the premises is called the "landlord" or the "lessor".

The laws on tenancies and occupancies are both in the [Residential Tenancies Act 1997](#) (The Act). The ACT Civil and Administrative Tribunal (the Tribunal) makes decisions on both tenancies and occupancies. The Tenants' Union advises both tenants and occupants.

DO I HAVE AN OCCUPANCY AGREEMENT?

Occupancy agreements **only apply** to:

- certain types of premises, and
- boarders and lodgers.

Types of premises

Section 6F of the Act lists the types of premises that are presumed to have occupancy agreements, rather than tenancy agreements. They are:

- a caravan or mobile home in a mobile home park; or
- a hotel or motel; or
- premises used for a club; or
- premises on the campus of an educational institution.

This includes people renting in caravan or mobile home parks, hotels, and the many Halls and Colleges that are a part of student accommodation.

If you live in this kind of accommodation, you can still be a tenant if you have a written agreement that says it is a residential tenancy agreement OR your employer has provided the accommodation. (Otherwise, anyone who lives in that kind of accommodation is an occupant.)

Boarders and Lodgers

Section 6E states that boarders and lodgers have occupancy agreements no matter what kinds of premises they live in.

The definition of "boarder and lodger" and what makes them different from a "tenant" is unclear. One important legal principle in defining a boarder or lodger is whether or not the owner of the property maintains 'control' over the property. If the owner maintains control, then the person is more likely to be an occupant. If the owner gives up control of the premises, then the person is more likely to be a tenant.

What will be evidence of 'control' will depend on the circumstances. Examples of factors that might indicate control by the owner include:

- the owner (or someone employed by the owner) lives in the premises
- the owner provides services (such as food, cleaning, frequent maintenance of facilities or items such as furniture, supervision)
- the owner has control of the external door
- the owner has control of any communal areas
- the owner keeps a key to visit for the purposes of maintaining control of the premises (more than emergency, convenience or administrative reasons)
- the intention of the parties at the time of entering into the agreement is that the person be an occupant, boarder or lodger. The intention might be demonstrated by conversations or receipts talking about board/ lodging etc
- the person cannot exclude the owner from

the premises (they cannot exercise exclusive possession)

- the premises are advertised as a boarding house

However, no one of these factors will be conclusive evidence that the owner maintains control and that the person is therefore an occupant. It is not just a matter of what the agreement is called, or what type of agreement the owner intended. All the circumstances will need to be taken into account. Only the ACT Civil and Administrative Tribunal (ACAT) can decide for certain what type of agreement you have.

If you are unsure whether or not you are an occupant, call the Tenants' Advice Service.

WHAT ARE OCCUPANCY AGREEMENTS?

An occupancy agreement is a contract between the grantor (person who gives the right to occupy) and an occupant (the person who is given a right to occupy). Section 71C (1) of the [Residential Tenancies Act](#) says that an agreement is an occupancy agreement if:

- a person (the *grantor*) gives someone else (the *occupant*) a right to occupy stated premises; and
- the premises are for the occupant to use as a home (whether or not with other people); and
- the right is given for value; and
- the agreement is not a residential tenancy agreement.

The right to occupy may or may not be exclusive. This means that an occupant may or may not have their own key to lock the premises and prevent the grantor from entering. Also, the occupancy agreement may or may not be given with a right to use facilities, furniture or goods.

An occupancy agreement can be express or implied. The agreement can be in writing, oral, or partly in writing and partly oral. If there is a verbal agreement, clues about what kind of agreement was intended can be found in conversations, receipts for rent, how the premises was advertised etc.

However, wherever possible, it is best to have your agreement in writing. Indeed,

section 71E of the Act sets out Occupancy Principles that all occupancy agreements have to be consistent with. Occupancy Principle (c) states that *"if the occupancy continues for more than 6 weeks, occupants are entitled to the certainty of having the occupancy agreement in writing"*. So if you intend to stay for a while, you are entitled to ask that the occupancy agreement is put in writing.

HOUSE RULES

The occupancy agreement may also include House Rules or a Handbook as part of the agreement. The House Rules or Handbook may include a lot of information, including rules for communal areas and occupant responsibilities. Breaking these rules might lead to serious consequences such as eviction.

In order to ensure that only serious breaches lead to eviction, it is worth negotiating with the grantor that only very important and 'reasonable' rules make up the House Rules. For example, reasonable House Rules would only extend so far as they relate to the health and safety of residents. Other rules such as how often you should do the washing up would be better off in an informal understanding and not included in your occupancy agreement!

CAN A TENANT BECOME AN OCCUPANT?

If you have already signed a lease and your landlord is now trying to change your residential tenancy agreement into an occupancy agreement, then be aware that the landlord cannot do this. Contact the Tenants' Advice Service for further advice.

WHAT ARE THE DIFFERENCES BETWEEN AN OCCUPANCY AGREEMENT AND A TENANCY AGREEMENT?

Tenancies have 100 terms and conditions that apply to them automatically, even if you are not aware of them and haven't signed them. Occupancies do not have standard

terms, so most of your rights and obligations depend on the terms you sign. Any terms you agree to must be consistent with certain Occupancy Principles (see our Occupancy Factsheet: [Occupancy Principles](#)).

If you have a choice about whether to enter an occupancy or a tenancy, there are some other important differences that you should be aware of. Those important differences include:

Fees. Grantors can charge fees such as "laundry fees" or "holding fees", and can also require a reasonable amount for bond. These fees cannot be charged in a tenancy, and the maximum amount of bond that can be charged to a tenant is the equivalent of 4 weeks rent. In an occupancy, the bond doesn't have to be lodged with the Office of Rental Bonds, but it does in a tenancy.

Eviction. A grantor must advise an occupant of the grounds upon which they can be evicted. A landlord, however, must also follow strict rules to evict a tenant, and the whole process **must** be conducted through the ACT Civil and Administrative Tribunal.

Notice to leave. If your agreement doesn't have an end date, the amount of notice you have to be given if the owner wants you to move out depends on whether you are an occupant or a tenant.

Unless there are special circumstances, a landlord ending (or terminating) an ongoing tenancy agreement has to give the tenant 26 weeks' notice. On the other hand, an ongoing occupancy agreement only requires a grantor to give an occupant "reasonable notice". Reasonable notice, depending on the circumstances, could be only a matter of days.

Access to the premises. If you are a tenant, there are clear legal rules and guidelines about the maximum number of inspections and their timing. If you are an occupant, the number of inspections and their timing may be set out in the occupancy agreement. A grantor's access to the premises must be "reasonable". What is "reasonable" will depend on the circumstances.

How can an occupancy agreement be changed?

An occupancy agreement is a contract. If the contract specifies a date when the agreement will end, then it ends on that date. After the contract has ended, a new contract might be offered.

The terms and conditions of the new contract the grantor offers can be different from the conditions in the old contract. For example, the rent may be increased, or new fees may be introduced etc. Sometimes there are also changes in the House Rules, or Handbook. If you sign the new contract, you have agreed to the new occupancy agreement including any new terms and conditions.

However, except as permitted in the contract, it is not OK for the grantor to change the occupancy agreement before it ends. For the grantor to be able to change the terms and conditions part way through requires the consent of both parties. That is, both the grantor and the occupant need to agree to the changes. An occupant cannot be made to sign any additional terms or any changes to the agreement, but if they do sign them freely then they have agreed to them and are obliged to follow them.

If the grantor tries to make changes that are inconsistent with the contract, and the occupant does not agree to the changes,

then the occupant's rights do not change. Only the terms that the grantor and occupant both agreed to apply. If the grantor acts on the basis of the changes, eg, they charge a new fee or stop providing a service, then the grantor has breached the agreement. The occupant might then be able to seek an order for compensation and/or orders requiring the grantor to follow the agreement from the ACT Civil and Administrative Tribunal.

If you are unsure what terms apply to you, call the Tenants' Advice Service.

What if the terms are ambiguous?

If you have a written occupancy agreement or House Rules, what the terms mean may not always be clear. If there are inconsistencies between different terms, or multiple interpretations of one term, then the interpretation that benefits the person who didn't write the terms should apply. This principle is called 'contra proferentum'.

If you think your terms are ambiguous, seek advice from the Tenants' Advice Service.

This is a summary of your rights and responsibilities.

If you have a specific problem, you should seek more detailed advice.

Tenants' Advice Service 6247 2011 free legal advice for all ACT renters (tenants and occupants)

Tenants' Union (ACT)	6247 1026	publications, information, workshops, law reform and news on tenancy/renting issues
www.tenantsact.org.au		
Welfare Rights and Legal Centre	6247 2177	free legal advice and assistance for low income tenants
www.welfarerightsact.org		
Office of Regulatory Services (Bonds)	6207 1178	bond lodgement, return and inquiries
(Fair Trading)	6207 0400	complaints against real estate agents
www.ors.act.gov.au		
ACT Civil and Administrative Tribunal	6207 1740	dispute resolution & enforcement of tenancy legislation
www.acat.act.gov.au		
Housing ACT information line	6207 1150	ACT public housing enquiries
www.dhcs.act.gov.au/hcs		

NT Site Agreement

Old Admiralty Towers,
68 The Esplanade, Darwin NT 0800

Postal address GPO Box 1722

Darwin NT 0801

Tel (08) 8935 7400

Fax (08) 8935 7414

Our ref 2010692.....

Standard Form Agreement For the Purposes of s.27 of the *Caravan Parks Act*

I, Gregory John Shanahan, Chief Executive Officer of the Department of Justice, approve for the purposes of section 27 of the *Caravan Parks Act* (the Act)¹; the agreement contained in the schedule as a standard form caravan park agreement for agreements of the kind referred to in section 10(1) of the Act².

(Signed)

Gregory John Shanahan
Chief Executive Officer

30 April 2012

¹ Section 27 permits the Chief Executive Officer of the Agency with responsibility for the administration of the *Caravan Parks Act* (the Act) to approve standard form agreements. A standard form agreement must contain terms that are mandated under the Act. The terms also must not be contrary to any provision of the Act. The purpose of standard form agreements is set out in section 27(4) of the Act. The purpose is that a court or the Commissioner of Tenancies may have regard to a term in a standard form agreement when applying sections 26(2) (b) (iv) (dealing with agreements that have not been signed by all of the parties) and 26(3) (d) (dealing with agreements that are not in writing but for which rent has been paid) of the Act.

² This agreement does not apply to long term occupants as defined in section 178 of the Act except where such long term occupants are covered by section 10(1) of the Act in which case the termination periods specified in Part 16 of the Act apply.

Schedule

Part 1: Caravan park residency details

Item 1: 1.1: Caravan Park operator

The person to whom rent is paid under this caravan park agreement.

Address for service

The address of the caravan park to which this caravan park agreement applies.

Item 2: 2.1 Caravan Park resident/s (the resident)

The person who paid the rent to the operator under this caravan park agreement

Address for service (if different from address of the premises in Items 4 & 5)

Item 3: Notices may be given to:

3.1 Operator by email Yes ☐ No ☒ by facsimile Yes ☐ No ☒

3.2 Resident by email Yes ☐ No ☒ by facsimile Yes ☐ No ☒

Item 4: This caravan Park (the Park)

The name and address of the caravan park to which the resident has been given access.

Insert name, address or other description of this caravan park where the premises or site is.

Item 5: Premises

5.1 Location of caravan site

The location of the caravan and caravan site, or caravan site to which the resident is given access.

Identify where the moveable dwelling is, or is intended to be, situation, for example by its site number.

5.2 The moveable dwelling

The moveable dwelling located upon the caravan park site to which the resident is given access.

5.3 Inclusions for the premises

The inclusions located at the caravan site when the resident is given access.

Insert inclusions, for example, annexure, furniture or other household goods let with the premises. Attach list if necessary.

Item 6: 6.1 The term of the agreement is:

A periodic occupancy for periods equal to the periods for which rental is payable.

Insert 'fixed term agreement' or 'periodic agreement'.

6.2 Starting on: The date upon which the first payment of rental is made / /20

6.3 Ending on: The date that the periodic occupancy ends / /20

Item 7: Rent

The amount of rental paid by the resident to the operator for the period in respect of which the rent was paid (either weekly, fortnightly or monthly as the case maybe).

Item 8: Rent must be paid on the same day each week (in respect of a weekly occupancy) or fortnight (in respect of a fortnightly occupancy) or month (in respect of a monthly occupancy) as the day of the week, fortnight or month (as the case maybe) as the first rental payment in respect of the occupancy was made..

Item 9: Method of rent payment:

In the same manner as the first rental payment was made by the resident to the operator.

Insert the way the rent must be paid.

Item 10: Place of rent payment:

To the operator as directed by the operator and if no direction is given then in cash to the operator.

Item 11: Rent increases

Subject to section 51 of the Act (as set out in clause 25), the operator has the right to increase the rental payable under this caravan park agreement if one of the following applies:

- (a) the operator has a system in place where rents for the park as a whole increase or decrease on a particular day or days of the year (eg for seasonal reasons) – the rent may be increased in accordance with that system;
- (b) there has been an increase in the CPI (Darwin) over the period of 12 months since the rent was set – the rent may be increased by a percentage equal to that CPI increase.

Item 12: Security Deposit (if applicable)

If a security deposit has been paid by the resident to the operator, the amount of that payment but the amount of the security deposit shall not exceed an amount equivalent to four weeks' rental.

Item 13: The services supplied to the premises for which the Resident must pay:

Write 'yes' or 'no' for each of (a) to (d).

(a) electricity	(b) gas	(c) sewerage	(d) water
<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes

Item 14: Are there any park rules for the park?

If there are rules for the caravan park then such rules are applicable to this agreement.

Item 15: Nominated repairers:

Such repairers as are nominated by the operator to the resident at the time the first payment of rental is made by the resident to the operator.

(a) Electrical repairs	<input type="text"/>
Telephone	<input type="text"/>
(b) Plumbing repairs	<input type="text"/>
Telephone	<input type="text"/>
(c) Other	<input type="text"/>
Telephone	<input type="text"/>

Insert name and telephone number for each.

1. DEFINITIONS

See at the end of this document.

2. TERMS OF CARAVAN PARK AGREEMENT (S.25 OF THE ACT)

- (a) The *Caravan Parks Act* (the Act) provides for various standard terms to apply to all caravan park agreements. These standard terms are sought to be duplicated in this agreement. However, to the extent that there may be a discrepancy (eg if the Act is amended or its application modified by regulation) the provision of the Act prevails over any provision of this agreement.
- (b) The Act also imposes duties on, and gives entitlements to, the operator and resident that are taken to be included as terms of this agreement.
- (c) The operator and resident may agree on other terms of this agreement (special terms).
- (d) If there are Caravan Park Rules (Rules), section 12 of the Act provides that those rules for the time being in force are taken to be terms of this agreement. This means that a breach of the rules is a breach of this agreement.
- (e) A duty or entitlement under the Act overrides a standard term or special term if the term is inconsistent with the duty or entitlement.
- (f) A standard term overrides a special term if they are inconsistent.

3. CONTRACT TO AVOID ACT PROHIBITED (S.28 OF THE ACT)

- (a) The operator must not enter into this caravan park agreement or an arrangement relating to this caravan park agreement that does either of the following except to the extent allowed by the Act:
 - (i) excludes, modifies or restricts the operation of, or waives a right under, the Act whether directly or indirectly;
 - (ii) purports to exclude, modify or restrict the operation of, or to waive a right under, this Act whether directly or indirectly.
- (b) The operator commits an offence if the operator enters into this caravan park agreement or an arrangement relating to this caravan park agreement that results in a contravention of subclause 3(a).

4. RESIDENT NOT TO GIVE FALSE INFORMATION (S.29 OF THE ACT)

- (a) It is a term of this caravan park agreement that the resident must not give the operator:
 - (i) information about the resident's identity that is material to the operator's decision to enter into this caravan park agreement and that is, to the knowledge of the resident, false; or
 - (ii) any other information, required under this Act to be given in relation to this caravan park agreement, that is, to the knowledge of the resident, false.

-
- (b) The resident commits an offence if the resident engages in conduct that results in a contravention of the term mentioned in subclause 4(a)..

5. HARSH OR UNCONSCIONABLE TERMS (S.30 OF THE ACT)

The operator and the resident both acknowledge and agree that pursuant to s.30 of the Act:

- (a) On application to a court by the resident under this caravan park agreement, the court may make an order rescinding or varying a term of this agreement (other than a term specified under the Act to be a term of this caravan park agreement) if satisfied the term is harsh or unconscionable.
- (b) On making an order under subclause 5(a), the court may make consequential changes to this caravan park agreement or another related document

6. OPERATOR CANNOT IMPOSE EXTRA CHARGES OR LIABILITIES (S.32 OF THE ACT)

- (a) The operator and the resident both acknowledge and agree that pursuant to clause 32 of the Act the operator commits an offence if the operator requires or receives from the resident a payment (other than a payment of rent or a security deposit):
 - (i) for an occupancy or continuation of an occupancy; or
 - (ii) for an option to enter into this caravan park agreement.
- (b) The operator commits an offence if the operator requires the resident to enter into a contract of insurance, guarantee or other agreement, in relation to the agreement property, an occupancy or continuation of an occupancy.

7. CONDITION REPORTS GENERALLY (S.33 OF THE ACT)

A **condition report** is a report about agreement property to be occupied under this caravan park agreement that is made:

- (a) entirely in writing and otherwise in the manner and including the information required under this Act; or
- (b) partly in writing and partly by using images; or
- (c) entirely by using images.

8. CONDITION REPORT AT START OF OCCUPANCY (S.34 OF THE ACT)

- (a) The operator may give the resident a signed condition report about agreement property occupied under this caravan park agreement no later than 3 business days after:
 - (i) the resident takes possession of the caravan and caravan site, or the caravan site, provided under the agreement; or

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- (ii) the start of a continuation of an occupancy under the agreement.
 - (b) A condition report must:
 - (i) specify the condition of the following:
 - A. if this caravan park agreement is a caravan and park site agreement:
 - (I) the caravan site to which the agreement relates; and
 - (II) the walls, floors and ceilings of the provided caravan and, if it has rooms, the walls, floors and ceilings of each room of the caravan;
 - B. otherwise – the site to which this caravan park agreement relates; and
 - (ii) itemise, and specify the condition of, any fixture or chattel; and
 - (iii) include other prescribed information, if any.
 - (c) The operator must fill out the condition report under subclause 8(a) in the resident's presence unless it is not practical to do so or the resident does not appear at the agreed time.

9. ACCEPTANCE OF CONDITION REPORT WITH OR WITHOUT MODIFICATIONS (S.35 OF THE ACT)

- (a) Within 5 business days after receiving a condition report under clause,8 the resident may:
 - (i) accept the report by signing and returning it to the operator; or
 - (ii) not accept it but mark the changes as the resident thinks appropriate on the report, initial the changes and return the report to the operator.
 - (b) If the resident does not take either action mentioned in subclause (1) within the time specified in that subclause, the resident is taken to have accepted the condition report.
 - (c) Within 5 business days after the operator receives a condition report as changed by the resident as mentioned in subclause 9(a)(ii), the operator may do any of the following:
 - (i) accept the report as changed by the resident by initialling the changes and, without making further changes, return a copy of the report to the resident;
 - (ii) reach agreement with the resident as to the contents of the report and accept the report by having both parties initial all changes to the report that are accepted by them;
 - (iii) make an application to the Commissioner under clause 10.
 - (d) If, within the 5 business days as mentioned in subclause 9(c), the operator does not take any of the actions mentioned in that subclause, the operator is taken to have accepted the condition report as changed by the resident.
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10. COMMISSIONER MAY PREPARE CONDITION REPORT IF NO AGREEMENT (S.36 OF THE ACT)

- (a) This clause applies if the operator and resident are unable to reach agreement under clause 9(c)(ii) .
- (b) The operator or the resident may, within 5 business days after the operator receives the condition report as changed by the resident, apply to the Commissioner to prepare a condition report about the agreement property.
- (c) As soon as practicable after receipt of the application, the Commissioner may prepare a condition report about the agreement property.
- (d) For the purposes of this caravan park agreement and the Act, the operator and resident are taken to have accepted the condition report prepared under subclause 10(c).

11. CONDITION REPORT CONCLUSIVE OF CONDITION AT START OF OCCUPANCY (S.37 OF THE ACT)

- (a) This clause applies if a condition report is or is taken to have been accepted under clauses 9 or 10 by the operator and resident unless the Commissioner determines otherwise in a particular case.
- (b) If the condition report relates to the start of an occupancy to which this caravan park agreement relates, the report is evidence of the condition of the agreement property and of the provision of, and the condition of, any other property mentioned in the condition report at the start of the occupancy.
- (c) If the condition report relates to the start of a continuation of an occupancy to which this caravan park agreement relates, the report is evidence of the condition of the agreement property and of the provision of, and the condition of, any other property mentioned in the condition report at the start of the continuation.

12. CONDITION REPORT HAS EFFECT FOR CONTINUATION OF OCCUPANCY (S.38 OF THE ACT)

- (a) This clause applies to an occupancy to which this caravan park agreement relates (the **original occupancy**) if the occupancy is continued and a condition report is not prepared under clause 8 in relation to the continuation.
- (b) The condition report that had effect under clauses 9 or 10 for the original occupancy of the agreement property continues to have effect for clauses 9 or 10 for the continuation.
- (c) It is immaterial for subclause 12(b) whether either or both of the following apply:
 - (i) there is a waiver of rent in relation to the period from the end of the original occupancy until a new agreement starts or the occupancy is continued;
 - (ii) the residents for the new agreement or continuation of the occupancy include someone who was not previously the

resident under the original occupancy as long as one of the residents for the new agreement or continuation was the resident under the original occupancy.

13. OPERATOR MUST NOT REQUIRE RESIDENT TO VACATE FOR CONDITION REPORT (S.39 OF THE ACT)

The operator and the resident both acknowledge and agree that pursuant to section 39 of the Act the operator breaches this agreement if the operator requires the resident to vacate agreement property occupied under this caravan park agreement in order to make a condition report under clauses 9 or 10.

14. BONDS (S.40 OF THE ACT)

- (a) The resident shall pay to the operator at the commencement of this caravan park agreement a security deposit (if any) as provided for or identified in Item 12.
- (b) The operator and the resident both acknowledge and agree that pursuant to section 40 of the Act the operator breaches this agreement if the operator requires the payment of:
 - (i) more than one security deposit for the same caravan park agreement; or
 - (ii) a security deposit of an amount greater than the rent payable under the agreement for 4 weeks.
- (c) For subclause 14(b)(ii), the money payable under the agreement as rent for 4 weeks is the lowest amount payable for a single week under the agreement, at the time it was made, multiplied by 4.
- (d) Money paid to the operator as a security deposit must be held by the operator in trust for the resident.
- (e) The operator breaches this agreement if the operator does not deposit an amount paid to the operator as a security deposit into:
 - (i) an account established for section 50 of the *Agents Licensing Act*; or
 - (ii) a prescribed account kept by the operator.
- (f) The operator does not breach clause 14(e) if the operator proves the operator:
 - (i) operates a prescribed account as a trust account; and
 - (ii) maintains an amount of money in the trust account that is at least equal to all amounts of money the operator may receive under clause 14(b) as security deposits if all caravans and caravan sites at the caravan park were occupied under caravan park agreements.

15. INCREASE IN SECURITY DEPOSIT (S.41 OF THE ACT)

- (a) If the rent payable under this caravan park agreement has been increased under this caravan park agreement, the operator may, by written notice, require the resident to pay a further amount by way of security deposit that will increase the total of all amounts paid by the

resident as security deposit in relation to the occupancy to not more than the amount payable for a single week's rent at the increased rate multiplied by 4.

- (b) Subclause 15(a) only applies if the notice is given after 2 years after a security deposit was given or a security deposit was last increased under this clause in relation to this caravan park agreement.
- (c) If the security deposit payable under this caravan park agreement is increased under this clause, the terms of the bond are varied accordingly.

16. RECEIPT TO BE PROVIDED FOR SECURITY DEPOSIT (S.42 OF THE ACT)

- (a) If a security deposit is stated in Item 12 the resident must pay to the operator the security deposit and if a person has paid a security deposit as provided in Item 12 to the operator by cash, cheque or credit card, the operator must immediately give a receipt under subclause 16(c) to the person who paid the security deposit or the resident for whom the payment was made.
- (b) If a person has paid a security deposit to the operator other than by cash, cheque or credit card, within 2 business days after receiving the security deposit, the operator must give a receipt under subclause 16(c) to the person who paid the security deposit or the resident for whom the payment was made.
- (c) A receipt for subclause 16(a) or 16(b) must be signed by the person who received the security deposit to which it relates and must specify all of the following:
 - (i) the date the security deposit was received;
 - (ii) the name of the resident for whom the payment was made;
 - (iii) the amount paid;
 - (iv) the address of this caravan or caravan site to which the payment relates.

17. STATEMENT OF SECURITY DEPOSIT DETAILS TO BE GIVEN TO RESIDENT (S.43 OF THE ACT)

- (a) This clause applies if the resident has paid a security deposit to the operator and subsequently asks the operator to provide details about whether the amount has been paid into an account of the type mentioned in clause 14(e);
- (b) If the amount has been paid into an account of the type mentioned in clause 14(e), the operator must give the resident a written statement of the following details about the account:
 - (i) the name of the account;
 - (ii) whether or not the account is an account established under section 50 of the *Agents Licensing Act*;
 - (iii) if the account is not an account established under section 50 of the *Agents Licensing Act* – the name of the financial institution where the account is held and the rate of interest;

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- (iv) the amount of the security deposit in relation to the resident that was paid into the account;
 - (v) the day on which the security deposit was paid into the account.
 - (c) If the operator operates a trust account of the type mentioned in clause 14(f), the operator must give to the resident a written statement of the following details about the account:
 - (i) the name of the account;
 - (ii) the name of the financial institution where the account is held and the rate of interest;
 - (iii) the total of the funds held in the account.

18. APPORTIONING OF SECURITY DEPOSIT BETWEEN CO-RESIDENTS (S.44 OF THE ACT)

- (a) If there is more than one resident under this caravan park agreement, the agreement may specify the proportions of the security deposit paid in relation to each resident under the agreement.
- (b) If this caravan park agreement does not specify the proportions of the security deposit paid in relation to each resident under the agreement, the security deposit is taken to have been paid in equal proportions by all the residents.
- (c) Subclause 18(b) does not apply if either of the following applies and the operator has been notified accordingly:
 - (i) the Commissioner has determined otherwise;
 - (ii) all the residents agree in writing about the proportions paid as security deposit in relation to each resident.

19. HOW AND WHERE RENT TO BE PAID (S.45 OF THE ACT)

It is a term of this caravan park agreement that the resident must pay the rent specified under the agreement in Item 7 in the manner and at the place specified or determined in accordance with Items 8, 9 and 10 of this agreement.

20. OPERATOR TO KEEP PROPER RECORDS OF RENT (S.46 OF THE ACT)

- (a) The operator must not fail to keep a written record, as required under subclause 20(b), of each instalment of rent received.
 - (b) The record must consist of:
 - (i) the amount of rent paid; and
 - (ii) the date on which the rent was received; and
 - (iii) the period of the occupancy to which the rent relates; and
 - (iv) the address of this caravan or caravan site to which the rent relates.
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- (c) The record may be in an electronic form.
 - (d) For subclause 20(b)(iii), the period of the occupancy is to be presumed to be the next period for which rent is payable unless the person paying the rent or on whose behalf the rent is paid specifies otherwise.
 - (e) In a record of rent received under this caravan park agreement, a person must not:
 - (i) make a false entry; or
 - (ii) falsify an entry in any other way.
 - (f) The operator commits a breach of this agreement if:
 - (i) the resident asks the operator to permit the resident to examine the record of rent received by the operator from the resident under this caravan park agreement; and
 - (ii) the operator does not permit the resident to examine the record.

21. OPERATOR TO GIVE RECEIPT FOR RENT (S.47 OF THE ACT)

- (a) Immediately after the operator receives a cash payment for rent under this caravan park agreement from the resident, the operator must give the resident a receipt under subclause 21(e).
- (b) If rent is paid in cash to the operator by a person on behalf of the resident, the operator must give the resident a receipt under subclause 21(e) within 1 business day after the day the cash is paid.
- (c) If rent is paid by cheque by or on behalf of the resident, the operator must, at the request of the resident, give to the resident a receipt under subclause 21(e) within 3 business days after the day the request is made.
- (d) However, the operator is not required to give a receipt if rent is directly credited or otherwise paid into a prescribed account kept by the operator.
- (e) A receipt for this clause must be signed by the person receiving the rent to which it relates and must specify all of the following:
 - (i) the date on which the rent was received;
 - (ii) the name of the person paying the rent or for whom it is paid;
 - (iii) the amount paid;
 - (iv) the period of the occupancy to which the payment relates;
 - (v) the address of this caravan or caravan site to which the payment relates.

22. RESIDENT'S GOODS CANNOT BE SEIZED TO PAY RENT (S.48 OF THE ACT)

The operator must not seize goods of the resident in order to keep or dispose of the goods because of a failure to pay rent payable under this caravan park agreement.

23. RENT IN ADVANCE (S.49 OF THE ACT)

- (1) The operator must not require the resident:
- (a) to pay for more than one rental payment period before the end of the first rental payment period of the occupancy; or
 - (b) to pay rent before the end of the last rental period for which rent has been paid; or
 - (c) to give a post-dated cheque or other post-dated negotiable instrument in payment of rent.

24. HOW RENT ACCRUES (S.50 OF THE ACT)

The rent payable under this caravan park agreement accrues from day-to-day.

25. INCREASES IN RENT (S.51 OF THE ACT)

- (a) The operator may increase the rent payable under this caravan park agreement as provided in Item 11 but the parties agree that the operator may only increase the rent if both of the following are specified in this agreement:
 - (i) the right to increase the rent;
 - (ii) the amount of the increase in rent or the method of calculation of the increase in rent.
- (b) A proposal to increase the rent payable under this caravan park agreement is of no effect unless at least 30 days written notice is given to the resident of:
 - (i) the amount of the increase; and
 - (ii) the date from which the increase is to take effect.
- (c) The date fixed for an increase in rent in relation to an occupancy must not be earlier than 6 months after:
 - (i) the day on which this caravan park agreement starts; or
 - (ii) if there has been a previous increase of rent under this clause in relation to one or more of the same residents and the same caravan or caravan site (as the case may be) – the last increase.
- (d) If the rent payable under this caravan park agreement is increased under this clause, the terms of the agreement are varied accordingly.
- (e) Subclauses 25(b), 25(c) and 25(d) do not apply in relation to a provision of this caravan park agreement in relation to an occupancy under which the rent payable changes automatically on a stated date on the basis that all rents for that caravan park change on that date.

26. COMMISSIONER MAY DECLARE RENT EXCESSIVE (S.52 OF THE ACT)

The operator and the resident both acknowledge and agree that pursuant to s.52 of the Act:

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- (a) On application by the resident under this caravan park agreement, the Commissioner may declare the rent payable under it is excessive.
 - (b) The Commissioner must not make the declaration unless he or she:
 - (i) has given 14 days notice of the application to the operator; and
 - (ii) has invited the operator to make submissions to the Commissioner about the application before a date specified in the notice; and
 - (iii) has considered any submissions made by the operator.
 - (c) The Commissioner may only make the declaration if he or she considers the rent paid under this caravan park agreement is excessive having regard to the following:
 - (i) the general level of rents for comparable caravans and caravan sites or caravan sites (as the case may be) in the same or similar localities;
 - (ii) the cost of any services provided in connection with the agreement by the operator or the resident;
 - (iii) any reduction, to a significant extent, in the level of services provided under the agreement.
 - (d) If the Commissioner declares the rent payable is excessive, he or she may, by order, specify the following:
 - (i) the rent payable for the agreement property and a variation to the agreement to reduce rent payable under the agreement;
 - (ii) a date (not before the date of the application) from which the variation takes effect;
 - (iii) the period (of not more than 12 months) for which the order remains in force.
 - (e) While an order under subclause 26(d) remains in force, the operator must not ask for or receive rent exceeding the amount specified by the order as the rent payable for the agreement property.
 - (f) On further application by the operator under this caravan park agreement, the Commissioner may, as he or she thinks fit, vary or revoke an order under this clause.

27. COMMISSIONER MAY PAY FOR VALUATION OF CARAVAN (S.53 OF THE ACT)

- (a) This clause applies if the resident has made, or the Commissioner is satisfied the resident wishes to make, an application as mentioned in clause 26(a).
 - (b) If the Commissioner considers it appropriate to do so, he or she may pay or undertake to pay for a valuation about the agreement property in relation to the resident's application or proposed application.
 - (c) In considering whether it is appropriate to pay or undertake to pay for a valuation but without limiting the Commissioner's discretion, the Commissioner may have regard to either or both of the following:
 - (i) whether it would cause economic hardship to the applicant or his or her family if the applicant were to pay for the valuation;
-

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- (ii) whether the Commissioner has previously paid or undertaken to pay for a valuation under this clause involving the applicant.

28. REPAYMENT OF RENT PAID IN ADVANCE (S.54 OF THE ACT)

- (a) This clause applies if rent under the caravan park agreement is paid in advance and the occupancy is terminated before the end of the period for which rent is paid.
- (b) The operator must not fail to refund to the resident the appropriate proportion of the amount paid as rent in advance as soon as possible (but no later than 7 days) after the termination.
- (c) On application by the resident, the Commissioner may, as he or she thinks fit, order the operator to refund to the resident the proportion of the amount paid as rent in advance (not being money for which the resident is liable under the Act to pay to the operator as rent or otherwise).

29. ACCELERATED RENT AND LIQUIDATED DAMAGES PROHIBITED (S.55 OF THE ACT)

- (a) The operator must not engage in conduct that involves entering into, or offering to enter into, the caravan park agreement if a term of the agreement is to the effect that, for a breach by the resident of a term of this agreement (including a term as to rent), the resident is liable to pay:
 - (i) all or any part of the rent remaining payable under this agreement; or
 - (ii) rent of an increased amount; or
 - (iii) an amount by way of penalty or liquidated damages that is not reasonably proportional to the actual loss that may be suffered as a consequence of the breach.
- (b) If this caravan park agreement includes a term of the type mentioned in subclause 29(a), the term is void.

30. COMMISSIONER MAY DETERMINE IF PENALTY OR LIQUIDATED DAMAGES (S.56 OF THE ACT)

The operator and the resident both acknowledge and agree that pursuant to s.56 of the Act:

- (a) On application by the operator or resident under this caravan park agreement, the Commissioner may determine whether:
 - (i) a way of calculating rent (whether or not specified in the agreement) is intended to enable genuine reductions in rent rather than to function as a penalty provision; or
 - (ii) an amount (by way of penalty or liquidated damages) specified in the agreement is reasonably proportional to the actual loss that may be suffered because of the breach of the agreement.
- (b) If the Commissioner determines either of the following, the term to which the determination relates is not void as mentioned in clause 29(b):

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- (i) a way of calculating rent (whether or not specified in this caravan park agreement) is intended to enable genuine reductions in rent rather than to function as a penalty provision;
 - (ii) an amount (by way of penalty or liquidated damages) specified in this caravan park agreement is reasonably proportional to the actual loss that may be suffered because of the breach of the agreement.
- (c) The Commissioner must notify the operator and the resident of his or her determinations under this clause.

31. REDUCTIONS IN RENT BY AGREEMENT (S.57 OF THE ACT)

- (a) The rent payable under this caravan park agreement may be reduced:
 - (i) under a provision of this caravan park agreement under which the rent payable changes automatically at stated intervals on a basis set out in the agreement; or
 - (ii) by mutual agreement between the resident and the operator.
- (b) Rent may be reduced on a temporary basis so that, at the end of a specified period, the rent reverts to the level the rent would have been before the temporary reduction.
- (c) If the rent payable under this caravan park agreement is reduced by mutual agreement between the resident and the operator, the terms of the agreement are varied accordingly.

32. AGREEMENT PROPERTY NOT TO BE LET UNLESS HABITABLE AND SAFE (S.58 OF THE ACT)

- (a) The operator must not enter into, or offer to enter into, this caravan park agreement unless the agreement property:
 - (i) is habitable; and
 - (ii) meets all health and safety requirements specified under an Act that apply to the agreement property; and
 - (iii) is reasonably clean when the resident enters into occupation of the agreement property.
- (b) For subclause 32(a), it is a health and safety requirement under this Act that a caravan provided under this caravan park agreement must be fitted with a smoke detector alarm as required by regulations under the *Fire and Emergency Act*.

33. AGREEMENT PROPERTY TO BE CLEAN AND SUITABLE FOR HABITATION (S.59 OF THE ACT)

- (a) It is a term of this caravan park agreement that the operator must ensure that, during an occupancy, the agreement property:
 - (i) continues to be habitable; and
 - (ii) continues to meet all health and safety requirements under an Act that apply to the agreement property.

Example for subclause 33(a)(ii)

See regulations under the Fire and Emergency Act that specifically refer to caravans.

- (b) It is not a breach of the term specified in subclause 33(a) if the failure to comply with the term is caused by:
 - (i) an act or omission of the resident, including a contravention of a law in force in the Territory; or
 - (ii) the resident's failure to notify the operator of repairs required to the agreement property.

34. KEEPING CARAVAN PARK ETC. CLEAN (S.60 OF THE ACT)

- (a) It is a term of this caravan park agreement that the operator must:
 - (i) keep common areas and other areas in the caravan park clean and in a safe condition; and
 - (ii) arrange for the collection of the household garbage of residents and other garbage from the common areas.

35. KEEPING COMMON AREAS CLEAN AND TIDY AND REPAIRING, MAINTAINING AND RENOVATING THE AREAS (S.61 OF THE ACT)

- (a) It is a term of this caravan park agreement that the operator must keep clean and tidy and, as required, repair, maintain and renovate facilities in the common areas in the caravan park, including bathrooms, toilets and laundries.
- (b) When repairing, maintaining or renovating the facilities in the common areas, the operator must:
 - (i) minimise inconvenience and disruption to residents; and
 - (ii) if necessary, provide temporary substitute facilities.

36. CARAVAN TO BE SECURE (S.62 OF THE ACT)

- (a) It is a term of this caravan park agreement that the operator will take reasonable steps to provide and maintain the locks that are necessary to ensure the caravan provided under the agreement is reasonably secure.
- (b) It is a term of this caravan park agreement that, without the resident's consent, the operator will not:
 - (i) alter a lock on the agreement property; or
 - (ii) add a lock to the agreement property; or
 - (iii) remove a lock from the agreement property.
- (c) It is a term of this caravan park agreement that, if the operator engages in any conduct mentioned in subclauses 36(b)(i) or 36(b)(ii), the operator will give the resident a key to the altered or added lock as soon as practicable after the alteration or addition, unless the resident, in writing, waives his or her right to the key.

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- (d) The operator must not engage in any of the conduct mentioned in subclause 36(b)(i) to 36(b)(iii) about the alteration, addition or removal of a lock without the resident's consent.

37. IF OPERATOR CHANGES LOCKS, KEY MUST BE PROVIDED (S.63 OF THE ACT)

If the operator who has altered a lock on, or added a lock to, agreement property occupied under this caravan park agreement must not fail to give the resident, immediately after the alteration or addition, a key for the lock.

38. CLEANLINESS AND DAMAGE (S.64 OF THE ACT)

- (a) It is a term of this caravan park agreement that the resident:
- (i) must maintain the agreement property in a reasonably clean condition, allowing for reasonable wear and tear; and
 - (ii) must notify the operator of damage or apparent potential damage to the agreement property, other than damage of a negligible kind; and
 - (iii) must not intentionally or negligently cause or permit damage to the agreement property; and
 - (iv) must not intentionally or recklessly cause or permit damage to common areas in the caravan park.
- (b) It is a term of this caravan park agreement that, at the termination of the occupancy, the resident must return the agreement property to the operator in a reasonably clean condition, and state of repair, allowing for reasonable wear and tear.
- (c) The resident is not in breach of a term of the agreement mentioned in subclause 38(a) or 38(b) if:
- (i) the resident notified the operator that repair or maintenance of a part of the agreement property is required; and
 - (ii) the operator did not repair or maintain that part of the property.
- (d) The operator and the resident both acknowledge and agree that pursuant to s.64 of the Act:
- (i) In deciding whether the agreement property is in a reasonably clean condition or state of repair, the operator, the Commissioner or a court must take into account:
 - A. the condition of the agreement property at the time the resident took possession of the property, as determined by a condition report, if any, accepted under Part 4 of the Act by the operator and the resident; and
 - B. if this caravan park agreement has terminated or the resident has, in the opinion of the operator, apparently abandoned the agreement property – the condition of that property, as determined by a condition report, if any, accepted under Part 11 of the Act by the operator and the resident; and
 - C. the effect of reasonable wear and tear during the occupancy.
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- (e) If a condition report was not accepted under Part 4 of the Act by the operator and the resident in relation to the agreement property:
 - (i) the resident is taken to have complied with the term of the agreement specified in subclause 38(a); and
 - (ii) if this caravan park agreement has terminated or the resident has, in the opinion of the operator, apparently abandoned the agreement property – the agreement property is taken to have been (at the time when the resident took possession of it) in the condition it is in when the termination takes effect or the property is apparently abandoned.

39. TERM THAT RESIDENT NOT TO ALTER, REMOVE OR ADD LOCK TO AGREEMENT PROPERTY AND OFFENCE (S.65 OF THE ACT)

- (a) It is a term of this caravan park agreement that, without reasonable excuse or without the consent of the operator, the resident will not:
 - (i) alter a lock on the agreement property; or
 - (ii) add a lock to the agreement property; or
 - (iii) remove a lock from the agreement property.
- (b) The resident must not engage in any conduct that results in any of the following without the consent of the operator to do so:
 - (i) altering a lock on, or removing a lock from, the agreement property or common areas in the park;
 - (ii) adding a lock to the agreement property or the common areas.

40. IF RESIDENT ALTER LOCKS, KEY TO BE PROVIDED TO OPERATOR (S.66 OF THE ACT)

- (a) It is a term of this caravan park agreement that, if the resident alters a lock on agreement property or relating to common areas in the caravan park, or adds a lock to the agreement property or the common areas, without the consent of the operator, the resident will give the operator a key for the lock as soon as practicable after making the alteration or addition, unless the operator consents to the resident doing otherwise.
- (b) The resident who has altered a lock on, or added a lock to, agreement property or common areas in a caravan park must not fail to give the operator, within 2 business days after the alteration or addition, a key for the lock.

41. NO ILLEGAL CONDUCT OR NUISANCE ON AGREEMENT PROPERTY (S.67 OF THE ACT)

- (a) It is a term of this caravan park agreement that the resident must not:
 - (i) use the relevant property, or cause the relevant property to be used, for an illegal purpose; or

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- (ii) cause or permit a nuisance on the relevant property or on land adjacent to or opposite the relevant property; or
 - (iii) cause or permit ongoing or repeated interference with the reasonable peace or privacy of another person in the other person's use of the caravan, the caravan site or land or common areas in the immediate vicinity of the agreement property to which the agreement relates.
 - (b) In this clause:
 - (i) **relevant property**, in relation to the caravan park agreement, means the agreement property and the common areas in the caravan park.

42. ALTERATION OF AGREEMENT PROPERTY (S.68 OF THE ACT)

- (a) It is a term of this caravan park agreement that the resident must not, without the operator's written consent or otherwise than in accordance with this Act, make an alteration or addition to the agreement property.
- (b) The resident may remove a fixture affixed to agreement property by him or her unless the removal would cause damage to the agreement property.
- (c) It is a term of this caravan park agreement that if the resident causes damage to the agreement property by removing or installing a fixture, the resident must:
 - (i) notify the operator; and
 - (ii) at the option of the operator, have the damage repaired or compensate the operator for the reasonable cost of repairing the damage.

43. RESIDENT TO NOTIFY IF AGREEMENT PROPERTY TO BE UNOCCUPIED FOR MORE THAN 30 DAYS (S.69 OF THE ACT)

It is a term of this caravan park agreement that the resident must notify the operator before the agreement property is to be left unoccupied for more than 30 days or, if the resident is not able to give notice before leaving the agreement property, as soon as is reasonably practicable after leaving it.

44. OPERATOR'S OBLIGATION TO REPAIR (S.70 OF THE ACT)

- (a) Subject to this clause and clauses 45 to 50, it is a term of this caravan park agreement that the operator must:
 - (i) ensure the agreement property is in a reasonable state of repair when the resident enters into occupation of the property; and
 - (ii) maintain the agreement property in a reasonable state of repair, having regard to its age, character and prospective life.
- (b) The operator is not in breach of the term specified under subclause 44(a) unless the operator:
 - (i) has notice of a defect requiring repair; and

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- (ii) fails to act with reasonable diligence to have the defect repaired.
 - (c) Also, the operator is not in breach of the term specified under subclause 44(a) if:
 - (i) the repairs (other than emergency repairs) were known to the resident to be required at the time of entering into this caravan park agreement and the resident, in writing, waived the right to have them made; and
 - (ii) the agreement property is habitable and meets all health and safety requirements specified under any act for the agreement property.
 - (d) This clause does not apply to vegetation in a garden that is part of the agreement property unless it is a tree that poses a risk to a person's safety or property.

45. RESIDENT TO NOTIFY OPERATOR IF REPAIRS REQUIRED (S.71 OF THE ACT)

- (a) It is a term of this caravan park agreement that if the agreement property requires repair or maintenance (other than repairing or maintaining of a negligible kind) the resident must, as soon as reasonably practicable after becoming aware of the need for the repairs or maintenance, notify the operator about the need.
- (b) Subclause 45(a) does not apply in relation to repairs if the resident waived the right to have the repairs made as mentioned in clause 44(c)(i) .
- (c) If the resident gives the notice under subclause 45(a) orally, the operator may ask the resident to give notice in writing and, for this clause, the resident has not given notice under subclause 45(a) until the resident gives the notice to the operator in writing.
- (d) This clause does not apply to vegetation in a garden that is part of the agreement property unless:
 - (i) it is a tree that poses a risk to a person's safety or property; or
 - (ii) this caravan park agreement otherwise provides.

46. MAXIMUM AMOUNT RESIDENT MAY CLAIM FROM OPERATOR FOR REPAIRS (S.72 OF THE ACT)

- (a) The resident is not entitled to receive, or to request the operator to pay to a repairer (and the operator is not required to pay), an amount under clause 48 greater than the amount payable under this caravan park agreement for 2 weeks rent.
- (b) For subclause 46(a):
 - (i) if the rent fluctuates during the period of this caravan park agreement – the amount payable under the agreement for 2 weeks rent is taken to be the lowest rent payable for a 2 week period under the agreement; or
 - (ii) if the rent increases under clause 25 – the amount payable under the agreement for 2 weeks rent is taken to be the

increased rent payable for a 2 week period under the agreement.

47. WHEN RESIDENT MAY MAKE REPAIRS (S.73 OF THE ACT)

The resident may make repairs (*permitted repairs*) to the agreement property occupied under this caravan park agreement if:

- (a) the property is uninhabitable, unsafe or, if the repairs are not made, there is a reasonable possibility:
 - (i) of damage occurring to the agreement property or property of the resident; or
 - (ii) that the agreement property is likely to become unsafe, uninhabitable or insecure; and
- (b) the property is in a state of disrepair that does not arise from contravention of this caravan park agreement by the resident; and
- (c) the resident has, under clause 45, notified the operator in writing of the requirement for the repairs to be made; and
- (d) either the repairs have not been made within 7 business days after receipt of a written notice under clause 45 or:
 - (i) the operator has not, within 7 business days after receipt of a written notice under clause 45, made arrangements for the repairs to be made and notified the resident accordingly; and
 - (ii) the repairs have not been made within 21 days after the date of the written notice under clause 45.

48. WHEN AND HOW RESIDENT MAY CLAIM MONEY FOR PERMITTED REPAIRS (S.74 OF THE ACT)

- (a) If the resident made permitted repairs, the resident may recover from the operator the cost of having the permitted repairs made only if the resident has done each of the following:
 - (i) notified the operator of the cost of the permitted repairs;
 - (ii) complied with clause 49;
 - (iii) given the operator appropriate documents proving the cost incurred.
- (b) The resident may request the operator:
 - (i) to pay the cost of permitted repairs directly to the repairer; or
 - (ii) if the resident has paid the cost – to pay the amount to the resident or to deduct the amount from rent payable by the resident.
- (c) A cost payable by the operator under this clause must be paid:
 - (i) in accordance with the resident's request under subclause 48(b)(ii); or
 - (ii) in the way agreed between the operator and resident; or
 - (iii) as ordered under subclause 48(d).

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- (d) On application by the operator or resident under this caravan park agreement, but subject to Division 3 of Part 6 of the Act, the Commissioner may order a party to pay for the cost of permitted repairs incurred or purporting to be incurred under that Division of the Act.

49. RESIDENT TO USE NOMINATED REPAIRER (S.75 OF THE ACT)

- (a) The operator under this caravan park agreement may nominate a person (including the operator) to be the nominated repairer for a type of repair by a provision in the agreement or by written notice to the resident. The nominated repairers under this agreement are specified in Item 15.
- (b) If the repairs are permitted repairs and the operator has specified a nominated repairer who may make repairs of that type, the resident must take all reasonable steps to engage the nominated repairer to make the permitted repairs.
- (c) If the operator has nominated a person under subclause 49(a), the resident may have permitted repairs made by a person other than the nominated repairer only if:
 - (i) the resident cannot, despite reasonable attempts to do so, engage the nominated repairer to make the permitted repairs within a reasonable time; and
 - (ii) the resident has obtained quotations for the cost of the permitted repairs from 2 repairers who are appropriately qualified to make the repairs; and
 - (iii) the resident has chosen the repairer offering the lowest quotation, unless the repairer offering the lowest quotation would not be able to make the permitted repairs within a reasonable time.

50. EMERGENCY REPAIRS MAY BE ORDERED BY COMMISSIONER (S.76 OF THE ACT)

The operator and the resident both acknowledge and agree that pursuant to s.76 of the Act:

- (a) On application by the resident under this caravan park agreement, the Commissioner may order the operator to ensure that repairs specified in the order to agreement property are made within a period specified in the order if:
 - (i) the repairs required are emergency repairs; and
 - (ii) the agreement property is in a state of disrepair that does not arise from the resident's contravention of the agreement; and
 - (iii) the resident has, under clause 45, notified the operator in writing of the requirement for the repairs to be made; and
 - (iv) either the repairs have not been made within 5 business days after receipt of the notice under clause 45 or:
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- A. the operator has not, within that period of 5 business days, made arrangements for the repairs to be made and notified the resident of the arrangements; and
 - B. the repairs have not been made within 14 days after the date of the notice.
 - (b) In this clause:
 - (i) **emergency repairs** means work needed to repair:
 - A. a water service, that provides water to agreement property, that has burst; or
 - B. a blocked or broken lavatory system on agreement property; or
 - C. a serious roof leak; or
 - D. a gas leak; or
 - E. a dangerous electrical fault; or
 - F. flooding or serious flood damage; or
 - G. serious storm, fire or impact damage; or
 - H. a failure or breakdown of the gas, electricity or water supply to agreement property; or
 - I. a failure or breakdown of an essential service or appliance on agreement property for water or cooking; or
 - J. a fault or damage that makes the agreement property unsafe or insecure; or
 - K. a fault or damage likely to injure a person, damage property or unduly inconvenience the resident of agreement property.

51. VACANT POSSESSION (S.77 OF THE ACT)

- (a) It is a term of this caravan park agreement that the resident is entitled to vacant possession of the agreement property on and after the day the occupancy begins.
- (b) Subclause 51(a) does not apply in relation to a part of the agreement property for which a right to exclusive possession is not given by this caravan park agreement.
- (c) It is a term of this caravan park agreement that there is no legal impediment to the resident's occupation of the agreement property as a place of residence for the period of the occupancy that the operator knew of, or ought to have known of, when entering into the agreement.

52. RESIDENT TO BE ABLE TO USE AND ENJOY PROPERTY (S.78 OF THE ACT)

- (a) It is a term of this caravan park agreement that:
 - (i) the resident is entitled to quiet enjoyment of the agreement property without interruption by the operator, a person claiming

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- under the operator or a person with superior title to the operator's title; and
 - (ii) the operator will not cause an interference with the reasonable peace or privacy of the resident in the resident's use of the agreement property and common areas in the caravan park.
 - (b) The operator must not engage in conduct that results in a contravention of a term mentioned in subclause 52(a).

53. OPERATOR NOT TO INTERFERE WITH RESIDENT'S ENJOYMENT OF CARAVAN (S.79 OF THE ACT)

The operator must not engage in conduct the result of which is to force the resident to vacate agreement property occupied under this caravan park agreement in circumstances that amount to harassment of the resident

54. RESIDENT'S RIGHT OF ASSOCIATION (S.80 OF THE ACT)

The operator and the resident both acknowledge and agree that pursuant to s.80 of the Act:

- (a) A term of this caravan park agreement is void to the extent it includes a term to the following effect in relation to a prohibited activity as mentioned in subclause 54(b):
 - (i) the agreement is or may be terminated, or may not be renewed;
 - (ii) the resident will suffer some other detriment under the agreement.
- (b) Each of the following is a ***prohibited activity***.
 - (i) the resident may not join or become a member of a body or association of any kind;
 - (ii) the resident may not make use of the services of a body or association of any kind.
- (c) Subclause 54(a) applies whether this caravan park agreement is entered into before or after the commencement of this clause.
- (d) The operator must not include a term as mentioned in subclause 54(a) in this caravan park agreement relating to a prohibited activity.

55. ENTRY PERMITTED ONLY IN ACCORDANCE WITH ACT (S.81 OF THE ACT)

It is a term of this caravan park agreement that the operator may only enter the agreement property in accordance with this Act.

56. COLLECTION OF RENT (S.82 OF THE ACT)

The operator may enter agreement property occupied under this caravan park agreement to collect rent only if the entry is made:

- (a) between 7 am and 9 pm and at a time previously arranged with the resident not less than 7 days before the entry is made; and
- (b) not earlier than 7 days after the last time entry was made under this clause.

Note for clause 56

See clause 124(c) for use of operator in this Part. Therefore, if the operator authorised a commercial agent (as defined in section 3(1) of the Commercial and Private Agents Licensing Act) to collect rent, this clause would apply to the commercial agent.

57. INSPECTION OF AGREEMENT PROPERTY (S.83 OF THE ACT)

- (a) The operator may enter agreement property occupied under this caravan park agreement to inspect the agreement property.
- (b) Subclause 57(a) only applies if the entry is made:
 - (i) between 7 am and 9 pm and at a time previously arranged with the resident not less than 7 days before the entry is made; and
 - (ii) after:
 - A. 3 months after the previous entry was made to the agreement property under this clause; or
 - B. if a longer period is specified in this caravan park agreement as the interval during which an entry for inspecting the agreement property is not to be made – that longer period.

58. REPAIRS AND MAINTENANCE (S.84 OF THE ACT)

- (a) The operator may enter the agreement property occupied under this caravan park agreement for either or both of the following reasons:
 - (i) to carry out necessary repairs or maintenance, but only if:
 - A. the operator has been notified by the resident that the repairs or maintenance are necessary; or
 - B. the need for the repairs or maintenance has been observed by the operator, including during an inspection under clause 57;
 - (ii) to determine if necessary repairs and maintenance have been satisfactorily performed or completed.
- (b) Subclause 58(a) only applies if the entry is made:
 - (i) between 7 am and 9 pm; and
 - (ii) after 1 days notice about the time of entry is given orally or in writing to the resident.

59. EMERGENCY OR SIGNIFICANT DAMAGE (S.85 OF THE ACT)

The operator may enter agreement property occupied under this caravan park agreement without notice:

- (a) in an emergency; or
- (b) if the operator reasonably suspects significant damage has been, is being, or is about to be, caused to the property.

60. PREPARATION OF CONDITION REPORT (S.86 OF THE ACT)

The operator may enter agreement property occupied under this caravan park agreement to prepare a condition report under clause 8 or 99 if the entry is made:

- (a) between 7 am and 9 pm; and
- (b) after 1 days notice about the time of entry is given orally or in writing to the resident.

61. INSPECTION BY PROSPECTIVE RESIDENTS OR PURCHASERS (S.87 OF THE ACT)

(a) The operator may enter agreement property occupied under this caravan park agreement for showing the agreement property to prospective residents if the entry is made:

- (i) between 7 am and 9 pm; and
- (ii) during the period 28 days before the termination of this caravan park agreement; and
- (iii) after 1 days notice about the time of entry is given orally or in writing to the resident.

(b) The operator may enter agreement property occupied under this caravan park agreement for showing the caravan to prospective purchasers of the agreement property or the caravan park if the entry is made:

- (i) between 7 am and 9 pm; and
- (ii) after 1 days notice about the time of entry is given orally or in writing to the resident.

(c) The operator may enter agreement property for purposes specified in subclause 61(a) or 61(b) on no more than a reasonable number of occasions.

62. ENTRY WITH CONSENT BETWEEN 7 AM AND 9 PM (S.88 OF THE ACT)

The operator may, with the consent of the resident given at or immediately before the time of entry, enter the agreement property occupied under this caravan park agreement between 7 am and 9 pm.

63. RESIDENT TO BE PRESENT AT ENTRY (S.89 OF THE ACT)

(a) An entry into, or inspection of, agreement property under clauses 55 to 62 must be undertaken in the resident's presence.

(b) Subclause 63(a) does not apply if:

- (i) the resident refuses, other than on reasonable grounds, to be present at the time specified for the inspection; or
- (ii) the resident, in writing, waives the right to be present at the inspection; or

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- (iii) the resident is not at the agreement property at the time specified for the inspection by notice given under clause 58, 60 or 61; or
 - (iv) the entry is made under clause 59.

64. COMMISSIONER MAY ORDER RESIDENT TO LET OPERATOR ENTER CARAVAN (S.90 OF THE ACT)

- (a) If the resident unreasonably impedes, or fails to permit, the lawful entry of the operator to the agreement property, on the application by the operator to the Commissioner, he or she may make an order permitting the operator to enter the agreement property as specified in the order.
- (b) If, under the Act, an operator has entered agreement property occupied under a caravan park agreement, the resident must not unreasonably impede the operator in carrying out the purpose for which entry lawfully occurred.

65. ASSIGNMENT OR SUBLEASE OF CARAVAN PERMITTED WITH CONSENT (S.91 OF THE ACT)

- (a) Subject to clauses 66 to 68, it is a term of this caravan park agreement that the resident may assign the resident's interest in the agreement or sublet the agreement property to someone else with the oral or written consent of the operator.
- (b) It is a term of this caravan park agreement that the resident must not assign the resident's interest in the agreement or sublet the agreement property unless:
 - (i) the operator consents, in writing, to the assignment or subletting; or
 - (ii) the operator is taken under clause 66 to have so consented.
- (c) If the operator consents or is taken to have consented to an assignment or subletting after the assignment or subletting occurs, the resident is not to be taken to be, or to have been, in breach of subclause 65(b).

66. CONSENT TO ASSIGNMENTS AND SUBLETTING (S.92 OF THE ACT)

- (a) The resident under this caravan park agreement may apply to the operator for consent to an assignment of the resident's interest in the agreement, or to sublet agreement property, by giving the operator:
 - (i) the name of the person to whom it is proposed to assign the interest in the agreement or sublet the property; and
 - (ii) the same information in relation to the person specified under paragraph (i) that the resident was requested to give to the operator in relation to the resident's application to enter into the agreement.
 - (b) Within 28 days after the resident applies to the operator for the assignment or subletting, the operator may notify the resident that the operator does not consent to the assignment or subletting.
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- (c) The operator is taken to have consented to an assignment or subletting if the resident applied under subclause 66(a) but the operator did not give notice to the resident within the period specified under subclause 66(b) that the operator did not consent.
 - (d) In deciding whether to consent to an assignment or subletting, the operator is in the same position the operator would be in if the operator were considering an offer to enter into this caravan park agreement from the person to whom it is proposed to assign or sublet the agreement property.

67. SECURITY DEPOSIT IF LEASE ASSIGNED (S.93 OF THE ACT)

If the operator consents, or is taken under clause 66 to have consented, to the assignment of the resident's interest under this caravan park agreement to someone else, the resident must also assign to that other person the resident's interest in the security deposit paid under this agreement.

68. UNREASONABLE CHARGES FOR ASSIGNMENT OR SUBLETTING (S.94 OF THE ACT)

- (a) The operator must not require the resident to pay to the operator a charge for consenting or considering an application for consent to an assignment of this agreement or subletting of the agreement property that is more than the operator's reasonable expenses in relation to the assignment or subletting.
- (b) The operator must not engage in conduct that results in a contravention of subclause 68(a)..

69. WHEN TERMINATION OCCURS (S.95 OF THE ACT)

An occupancy under this caravan park agreement is terminated when any of the following occurs:

- (a) the termination of the agreement under the Act by the operator, the resident, the Commissioner or a court;
 - (b) abandonment of the agreement property before the end of the agreement either on and from the date on which rent was due and payable in relation to the property or the date specified in a declaration under clause 98 as the date on which the property was abandoned, whichever is sooner;
 - (c) a person with superior title to the operator's title becomes entitled to possession of the agreement property under an order of the Commissioner or a court;
 - (d) a sole resident dies without leaving in occupation of the agreement property a spouse, de facto partner or dependants, of whose occupation and relationship to the sole resident the operator has been notified before the death;
 - (e) the resident gives up possession of the agreement property with the operator's consent.
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70. FIXED TERM OCCUPANCY BECOMES PERIODIC IF NOT TERMINATED (S.96 OF THE ACT)

The term of this caravan park agreement is the term stated in Item 6. If this caravan park agreement provides that for a fixed term occupancy continues to apply to the agreement property on the same terms on which it applied immediately before the day the term ends but as a periodic occupancy, if:

- (a) this agreement does not provide for the continuance of the occupancy after the day the term ends; and
- (b) a notice of termination has not been given under this Act in relation to the agreement property; and
- (c) the resident remains in occupation of the agreement property after the day the term ends.

71. APPLICATION TO COMMISSIONER ABOUT PURPORTED TERMINATION (S.97 OF THE ACT)

The operator and the resident both acknowledge and agree that pursuant to s.97 of the Act:

- (a) The resident or operator under this caravan park agreement may apply to the Commissioner for a declaration that a purported termination of the occupancy under this agreement is of no effect.
- (b) The application may be made whether or not a notice of termination is given or has taken effect.
- (c) The application does not operate to stop the termination unless the Commissioner otherwise orders.
- (d) After considering the application, the Commissioner may declare the purported termination is of no effect.

72. TERMINATION OF PERIODIC OCCUPANCY EFFECTIVE DESPITE INADEQUATE NOTICE (S.98 OF THE ACT)

A notice terminating this caravan park agreement for which a periodic occupancy applies under the Act has effect even though:

- (a) the period of notice is less than would, apart from the Act, have been required by law; or
- (b) the date, stated in the notice, on which the occupancy is to terminate is not the last day of a period of the occupancy.

73. IF AGREEMENT PROPERTY IS FLOODED, UNSAFE OR UNINHABITABLE (S.99 OF THE ACT)

- (a) The operator under this caravan park agreement may terminate the occupancy by 1 days notice if:
 - (i) access to the agreement property has not been available for more than 3 days because of flooding; or
 - (ii) continued occupation of the agreement property by the resident is a threat to the health or safety of the resident or

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- members of the public or a threat to the safety of the operator's property; or
 - (iii) the agreement property has become uninhabitable.
 - (b) The termination must be by notice of termination given to the resident.

74. IF DRUG PREMISES ORDER MADE (S.100 OF THE ACT)

- (a) This clause applies if the caravan in the caravan park is declared drug premises whether or not:
 - (i) the caravan is provided by the operator; or
 - (ii) there is in existence the caravan park agreement or an excluded agreement in relation to the caravan.
- (b) The operator may terminate:
 - (i) if the caravan is provided by the operator – the right of occupancy of the caravan and caravan site under the caravan park agreement, the excluded agreement or otherwise; or
 - (ii) if the caravan is not provided by the operator – the right of occupancy of the caravan site under this caravan park agreement, the excluded agreement or otherwise.
- (c) The termination must be by notice of termination given to the person with the right of occupancy under this caravan park agreement, the excluded agreement or otherwise.
- (d) The date stated in the notice of termination by which the person is required to give up vacant possession of the caravan and caravan site, or the caravan site, (as the case may be) must not be earlier than 14 days after the date of the notice of termination.
- (e) Divisions 5, 6 and 7 of Part 10 of the Act and section 178 of the Act apply in relation to a notice of termination given as mentioned in subclause 74(c).
- (f) In this clause:
 - (i) **drug premises**, see section 11A of the *Misuse of Drugs Act*.

75. SERIOUS MISCONDUCT BY RESIDENT OF CARAVAN PARK (S.101 OF THE ACT)

- (a) The operator under this caravan park agreement may terminate the agreement on the ground the resident, or a person while in the caravan park with the resident's consent, has intentionally or recklessly caused or permitted, or is likely to cause or permit, any of the following:
 - (i) serious damage to the agreement property or the common areas or other property in the caravan park;
 - (ii) personal injury to the operator or a person in the caravan park or the vicinity of the caravan park;
 - (iii) serious interference with the reasonable peace, comfort or privacy of:

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- A. another resident (including the operator if the operator resides in the caravan park) in the other resident's use of the caravan park including common areas; or
 - B. a person residing in the immediate vicinity of the caravan park.
 - (b) The termination must be by notice of termination given to the resident.
 - (c) For subclause 75(a)(iii), the serious interference may occur because of serious verbal abuse by the resident or a person while in the caravan park with the resident's consent.
 - (d) The notice of termination may terminate the agreement immediately or on a later day stated in the notice.
 - (e) Within 3 business days after the day the notice of termination is given to the resident, the operator must give written notice to the Commissioner about the termination, including the reasons for it.

76. PERIODIC OCCUPANCY, OTHER THAN FOR BREACH (S.102 OF THE ACT)

- (a) The operator under this caravan park agreement may, by notice of termination to the resident, terminate a periodic occupancy without specifying a ground for the termination in the notice.
- (b) Subject to clause 76(c), The notice of termination must specify a particular day for the termination to take effect (that must be at least 42 days after the date the notice is given to the resident);
- (c) If a resident is a long term occupant within the meaning of s.178 of the Act, the period is 3 months

77. FIXED TERM OCCUPANCY (S.103 OF THE ACT)

- (a) The operator under this caravan park agreement may terminate a fixed term occupancy that, under this agreement, is due to terminate on a particular day.
- (b) Subject to clause 77(c) the termination on the particular day must be by notice of termination given to the resident at least 21 days before the particular day.
- (c) If a resident is a long term occupant within the meaning of s.178 of the Act, the period is 42 days.

78. EMPLOYMENT-RELATED OCCUPANCY (S.104 OF THE ACT)

- (a) The operator under this caravan park agreement may terminate a right of occupancy under this agreement on and after the time and date specified in the notice of termination if:
 - (i) the resident entered into the agreement as a condition or benefit associated with employment; and
 - (ii) the operator (as the employer of the resident) has terminated or purported to terminate the employment; and
 - (iii) the operator has given notice to the resident terminating the resident's employment.

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- (b) The termination of the right of occupancy must be by notice of termination given to the resident.
 - (c) The time and date specified in the notice of termination of the right of occupancy must not be earlier than:
 - (i) if the employment of the resident was terminated for breach of an employment agreement – 2 days after notice of termination for the breach of the employment agreement is given; or
 - (ii) otherwise – 14 days notice after notice of termination for the breach of the employment agreement is given to the resident or, if a period for giving notice terminating the employment agreement is specified in the conditions of employment, the end of that period.

79. IF CARAVAN FLOODED, UNSAFE OR UNINHABITABLE (S.105 OF THE ACT)

- (a) The resident may terminate an occupancy under this caravan park agreement if:
 - (i) access to the agreement property has not been available for more than 3 days because of flooding; or
 - (ii) continued occupation of the agreement property by the resident is a threat to the health or safety of the resident or members of the public or a threat to the safety of the operator's property; or
 - (iii) the agreement property has become uninhabitable.
- (b) The termination must be by notice of termination given to the operator 2 days before the termination takes effect.

80. PERIODIC OCCUPANCY, OTHER THAN FOR BREACH (S.106 OF THE ACT)

- (a) The resident under this caravan park agreement may, by notice of termination to the operator, terminate a periodic occupancy without specifying a ground for the termination in the notice.
- (b) The notice of termination must specify a particular day for the termination to take effect (that must be at least 14 days after the date the notice is given to the operator).

81. FIXED TERM OCCUPANCY (S.107 OF THE ACT)

- (a) The resident under this caravan park agreement may terminate a fixed term occupancy that, under the agreement, is due to terminate on a particular day.
- (b) The termination on the particular day must be by notice of termination given to the operator at least 14 days before the particular day.

82. RESIDENT'S FAILURE TO PAY RENT (S.108 OF THE ACT)

- (a) This clause applies if the resident breaches a term of this caravan park agreement by failing to pay rent if the rent has been in arrears for not less than 3 days.

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- (b) The operator may give the resident a notice, signed by the operator, stating the following:
 - (i) the address of the agreement property;
 - (ii) the resident is in breach of this agreement by failing to pay rent in accordance with this agreement and the rent is in arrears;
 - (iii) the amount of rent payable by the resident in order to remedy the breach and any prescribed information relevant to that amount;
 - (iv) the resident is required to remedy the breach before the date specified in the notice (at least 7 days after the notice is given);
 - (v) if the resident does not remedy the breach as required, the operator intends to apply to the Commissioner or a court for an order for termination of the occupancy and possession of the agreement property.
 - (c) The notice has effect even if the operator has not previously made a formal demand for payment of the rent.
 - (d) If any of the following occurs after the operator becomes aware of the resident's breach or has given the resident the notice to pay the rent in arrears, the occurrence does not operate as a waiver of the breach or notice:
 - (i) a demand by the operator for payment of rent;
 - (ii) an application by the operator to the Commissioner for recovery of rent;
 - (iii) an acceptance by the operator of a payment of rent.
 - (e) If the resident does not remedy the breach as required by the notice, the operator may apply under clause 89 for an order for termination of the occupancy and possession of the agreement property.
 - (f) The operator must make the application no later than 14 days after the date specified in the notice under subclause 82(b)(iv).
 - (g) For subclause 82(b)(iii), the Regulations provide information that must be given in the notice, including information about any of the following:
 - (i) the method of calculation of rent arrears;
 - (ii) the method of calculation of the amount of rent payable in order to remedy the breach;
 - (iii) the date on which rent was last paid;
 - (iv) the date on which rent will next be payable after the breach is remedied³.

³ Regulation 10 of the Caravan Parks Regulations provides that a notice under section 108 of the Act must include, in addition to any other information required by that section the date the obligation to pay rent commenced, the current rent payable; the frequency that rent is payable; the date on which rent was last paid; (e) the amount of rent that was last paid; and the date on which rent will next be payable after the breach is remedied.

83. OTHER BREACH BY RESIDENT (S.109 OF THE ACT)

- (a) This clause applies if the resident breaches a term of this caravan park agreement (other than a term relating to payment of rent) that:
 - (i) is a term of the agreement because of the Act; or
 - (ii) is specified in the agreement to be a term that, if breached, permits the operator to terminate the agreement.
- (b) The operator may give the resident a notice, signed by the operator, stating the following:
 - (i) the address of the agreement property;
 - (ii) the resident is in breach of the agreement;
 - (iii) the nature of the breach;
 - (iv) the resident is required to remedy the breach, or take steps to the operator's satisfaction to do so, before the date specified in the notice (at least 7 days after the notice is given);
 - (v) if the resident does not remedy the breach or take steps to the operator's satisfaction to do so, as required, the operator intends to apply to the Commissioner or a court for an order for termination of the occupancy and possession of the agreement property.
- (c) If the resident does not remedy the breach or take steps to the operator's satisfaction to do so, as required by the notice, the operator may apply under clause 89 for an order for termination of the occupancy and possession of the agreement property.
- (d) The operator must make the application no later than 14 days after the date specified in the notice under subclause 83(b)(iv).

84. BREACH BY OPERATOR (S.110 OF THE ACT)

- (a) This clause applies if the operator breaches a term of this caravan park agreement that:
 - (i) is a term of the agreement because of the Act; or
 - (ii) is specified in the agreement to be a term that, if breached, permits the resident to terminate the agreement.
 - (b) The resident may give the operator a notice, signed by the resident, stating the following:
 - (i) the address of the agreement property;
 - (ii) the operator is in breach of the agreement;
 - (iii) the nature of the breach;
 - (iv) the operator is required to remedy the breach, or take steps to the resident's satisfaction to do so, before the date specified in the notice (at least 7 days after the notice is given);
 - (v) if the operator does not remedy the breach or take steps to the resident's satisfaction to do so, as required, the resident intends to apply to the Commissioner or a court for an order for
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termination of the occupancy and permitting the resident to give up possession of the agreement property.

- (c) If the operator does not remedy the breach or take steps to the resident's satisfaction to do so, as required by the notice, the resident may apply under clause 89 for an order terminating the occupancy and permitting the resident to give up possession of the agreement property.
- (d) The resident must make the application no later than 14 days after the date specified in the notice under subclause 84(b)(iv).

85. SERIOUS BREACH BY RESIDENT (S.111 OF THE ACT)

The operator and the resident both acknowledge and agree that pursuant to s.111 of the Act:

- (a) A court may make an order under this clause on application to the court by the operator under this caravan park agreement.
- (b) If the court is satisfied of both of the following:
 - (i) the resident has breached the agreement;
 - (ii) the breach is sufficiently serious to justify termination of the occupancy otherwise than in accordance with clauses 73 to 78;the court may terminate the occupancy and make an order for possession of the agreement property on or after the date specified in the order (a date at least 7 days after the date of the order).
- (c) If the court is satisfied the resident or a person while on the agreement property with the resident's consent, has intentionally or recklessly caused or permitted or is likely to cause or permit:
 - (i) serious damage to the agreement property; or
 - (ii) personal injury to:
 - A. the operator; or
 - B. a person in the vicinity of the agreement property;the court may terminate the occupancy and make an order for immediate possession of the agreement property.

86. SERIOUS BREACH BY OPERATOR (S.112 OF THE ACT)

The operator and the resident both acknowledge and agree that pursuant to s.112 of the Act:

- (a) On application to a court by the resident under this caravan park agreement, the court may terminate the occupancy and make an order for possession of the agreement property on or after a date specified in the order (at least 7 days after the date of the order) if satisfied:
 - (i) the operator has committed a breach of the relevant caravan park agreement; and
 - (ii) the breach is sufficiently serious to justify termination of the occupancy otherwise than in accordance with clauses 82 to 84.

87. **HARDSHIP (S.113 OF THE ACT)**

The operator and the resident both acknowledge and agree that pursuant to s.113 of the Act:

- (a) On application to a court by the resident under this caravan park agreement, the court may terminate the agreement and make an order for possession of the agreement property if satisfied that:
 - (i) the continuation of the occupancy would result in undue hardship to the operator or resident; and
 - (ii) the circumstances of hardship had not arisen before the resident entered into the agreement.
- (b) If the court terminates an occupancy and makes an order for possession under this clause, the order must include the date on and from which it has effect.

88. **CONDUCT OF RESIDENT UNACCEPTABLE (S.114 OF THE ACT)**

The operator and the resident both acknowledge and agree that pursuant to s.114 of the Act:

- (a) On application to a court by the operator under this caravan park agreement or an interested person, the court may terminate the occupancy and make an order for possession of agreement property if satisfied the resident has:
 - (i) used relevant property, or caused or permitted the property or areas to be used, for an illegal purpose; or
 - (ii) repeatedly caused a nuisance on or to escape from the relevant property or repeatedly permitted a nuisance to be caused on or escape from the property or areas; or
 - (iii) repeatedly caused or repeatedly permitted an interference with the reasonable peace or privacy of a person residing in the immediate vicinity of the relevant property.
 - (b) If the application is made by an interested person, the court may make an order for possession of the agreement property only if the operator has been:
 - (i) served with a copy of the application; and
 - (ii) given the opportunity to be heard by the court.
 - (c) If the operator objects to the court making an order for possession, the court may make the order only if satisfied exceptional circumstances justify it.
 - (d) An order for possession must state the date it takes effect.
 - (e) In this clause:
 - (i) **interested person**, for an application under this clause, means a person who has been adversely affected by the conduct described in the application.
 - (ii) **relevant property**, in relation to this caravan park agreement, means the agreement property and the common areas in the caravan park.
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89. FAILURE TO REMEDY BREACH AFTER NOTICE GIVEN (S.115 OF THE ACT)

The operator and the resident both acknowledge and agree that pursuant to s.115 of the Act:

- (a) On application to the Commissioner or a court by the operator under this caravan park agreement, the Commissioner or the court may terminate an occupancy relating to the resident and make an order for possession of agreement property if satisfied the resident:
 - (i) has been given a notice in accordance with clause 82 or 83; and
 - (ii) has failed to remedy the breach as required by the notice.
- (b) On application to the Commissioner or a court by the resident under this caravan park agreement, the Commissioner or the court may terminate the occupancy and permit the resident to give up possession of the agreement property if satisfied the operator:
 - (i) has been given a notice under clause 84(b) ; and
 - (ii) has failed to remedy the breach as required by the notice.
- (c) An order for possession has effect on the date specified in the order (at least 5 business days after the date of the order), unless the operation of the order is suspended under clause 95.

90. APPLICATION FOR CONFIRMATION OF NOTICE OF TERMINATION GIVEN TO RESIDENT OF CARAVAN PARK (S.116 OF THE ACT)

- (a) This clause applies if:
 - (i) the operator under this caravan park agreement has given a notice of termination to the resident; and
 - (ii) within 3 business days after the day the notice of termination is given to the resident, the operator has applied to the Commissioner for an order confirming the termination.
- (b) In giving notice of the application to the resident as mentioned in section 150(3) of the Act, the Commissioner must give the resident an opportunity to respond to the application.
- (c) If, after exercising powers under Part 14 of the Act in relation to the application as the Commissioner thinks fit, he or she:
 - (i) is satisfied there were grounds for the operator to give the notice of termination to the resident and it was reasonable in the circumstances for the owner to give that notice – the Commissioner must confirm the termination; or
 - (ii) is not so satisfied – the Commissioner must declare the termination was invalid.
- (d) If the Commissioner declares a termination invalid and considers the resident incurred expenses for accommodation, food and moving expenses that would not otherwise have been incurred, the Commissioner may, as he or she considers appropriate, order the

operator to pay all or part of the expenses of the resident and others who lived with the resident in the agreement property.

- (e) Despite anything to the contrary, the Commissioner must not extend the time for making an application for confirmation of a termination by notice of termination.
- (f) In this clause:
 - (i) **resident** includes a person given a notice of termination even if the person has left the relevant caravan park because of the notice.

91. FORM OF NOTICE OF TERMINATION (S.117 OF THE ACT)

- (a) A notice of termination given by the operator must be signed by the operator and specify:
 - (i) the address of the agreement property; and
 - (ii) the date on which the resident is required to give up possession of the agreement property to the operator; and
 - (iii) the prescribed information, if any; and
 - (iv) the ground for the termination, if any.
- (b) A notice of termination given by the resident must be signed by the resident or, if there is more than one resident, by each of them and specify:
 - (i) the address of the agreement property; and
 - (ii) the date on which the resident must give up possession of the agreement property to the operator; and
 - (iii) the prescribed information, if any; and
 - (iv) the ground for the termination, if any.
- (c) A notice of termination that does not comply with this clause is of no effect.

92. NOTICE MAY BE WITHDRAWN (S.118 OF THE ACT)

A notice of termination given under this caravan park agreement may be withdrawn if a notice about the withdrawal is signed by the person who gave the notice and the person to whom the notice was given.

93. RESIDENT TO GIVE POSSESSION IF OCCUPANCY TERMINATES (S.119 OF THE ACT)

If a notice of termination is given to the resident hereunder or under this caravan park agreement and it is not withdrawn or declared to be of no effect under clause 71, the resident ceases to be entitled to possession of the agreement property on the date specified in the notice as the date on which the occupancy terminates.

94. COMMISSIONER OR COURT MAY MAKE ORDER FOR POSSESSION (S.120 OF THE ACT)

The operator and the resident both acknowledge and agree that pursuant to s.120 of the Act:

- (a) If an occupancy is terminated by a notice of termination, the operator may apply to the Commissioner or a court for an order for possession of the agreement property.
- (b) If the Commissioner or the court is satisfied the occupancy is terminated, the Commissioner or the court may make an order for possession of the agreement property.
- (c) The order for possession has effect on a date specified in the order (at least 5 business days after the date of the order), unless the operation of the order is suspended under clause 95.

95. COMMISSIONER OR COURT MAY SUSPEND ORDER FOR POSSESSION (S.121 OF THE ACT)

The operator and the resident both acknowledge and agree that pursuant to s.121 of the Act:

- (a) If the Commissioner or a court is satisfied the operator is entitled to an order for possession of the agreement property but making the order would cause severe hardship to the resident, the Commissioner or the court may:
 - (i) suspend the operation of the order for up to 90 days; and
 - (ii) extend the operation of the agreement until the operator obtains possession of the agreement property from the resident or the resident fails to pay rent within 7 days after the rent is due.
- (b) The Commissioner or a court may only make an order under subclause 95(a):
 - (i) if the following matters are taken into account:
 - A. whether the resident has, during the occupancy, caused a nuisance or threatened or harassed neighbouring residents or visitors within the locality of the agreement property or caused damage to the property of the neighbouring residents or visitors;
 - B. incidents relating to the occupancy that have occurred during the period of the agreement;
 - C. the seriousness of the breach entitling the operator to the order for possession;
 - D. whether an unacceptable risk would be posed to neighbouring residents or visitors within the locality of the agreement property, or the property of those residents or visitors, if the order for possession was to be suspended; and

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- (ii) if satisfied there are no circumstances that make it likely the resident will be unable to pay all outstanding and future rent in relation to the agreement property.
 - (c) In extending the operation of this caravan park agreement, the Commissioner or the court may make modifications to the agreement that the Commissioner or court thinks fit, other than modifications that reduce the resident's financial obligations under the agreement.
 - (d) If an occupancy has been extended under this clause and the resident fails to pay rent within 7 days after the rent is due, the operator may, by notice of termination, give at least 7 days notice to the resident to give up possession of the agreement property.
 - (e) The resident who receives the notice under subclause 95(d) must, on the date specified in the notice of termination, give up possession of the agreement property to the operator including by removing the caravan placed on the caravan site other than by the operator.

96. REPOSSESSION OF CARAVAN (S.122 OF THE ACT)

- (a) The operator must not enter agreement property for taking possession of the agreement property (including by removing the caravan placed on the agreement property other than by the operator) unless:
 - (i) the agreement property is abandoned or the resident voluntarily gives up its possession; or
 - (ii) the operator is authorised to take possession of the agreement property under an order of the Commissioner or a court.
- (b) The operator must not engage in conduct that results in a contravention of subclause 96(a).

97. RIGHT TO POSSESSION NOT LOST BY FORFEITURE OF HEAD OCCUPANCY (S.123 OF THE ACT)

The operator and the resident both acknowledge and agree that pursuant to s.123 of the Act:

- (a) A person is not entitled to take possession of agreement property under this caravan park agreement so as to defeat the resident's right to occupy the property, unless an order for possession of the agreement property is made by a court.
 - (b) Subclause 97(a) applies even if the entitlement is asserted under a contract for the purchase of a caravan, a mortgage or otherwise than under the Act.
 - (c) If a person is entitled to possession of agreement property occupied by the resident under this caravan park agreement, the court before which proceedings for possession of the property are brought may, on application of an interested person, vest the operator's interest under the agreement in the person who would, but for the agreement, be entitled to possession of the property so the resident holds the caravan directly from that person as operator.
 - (d) An order may be made under subclause 97(c) on the terms and conditions the court thinks fit.
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98. ABANDONMENT OF CARAVAN PROVIDED BY OPERATOR (S.124 OF THE ACT)

- (a) This clause applies if the operator reasonably believes that the caravan provided by the operator under this agreement has been abandoned.
- (b) If rent is outstanding in relation to this caravan, the operator may take possession of this caravan.
- (c) On application to the Commissioner by the operator under this caravan park agreement, the Commissioner may:
 - (i) declare the caravan was abandoned on a date stated in the declaration; and
 - (ii) make an order that the operator may take immediate possession of the caravan.
- (d) If a declaration is made under subclause 98(c), the resident is taken to have abandoned the caravan on the date stated in the declaration.

99. CONDITION REPORT AT TERMINATION OF OCCUPANCY (S.125 OF THE ACT)

- (a) Within 3 business days after possession of agreement property is given up, the operator may fill out and sign a condition report and give it to the resident.
- (b) The operator must fill out the condition report under subclause 99(a) in the resident's presence unless it is not practical to do so or the resident does not appear at the agreed time.
- (c) Within 3 business days after forming an opinion that the resident has apparently abandoned agreement property, the operator may fill out and sign a condition report and give it to the resident by posting it to his or her last known residential, business or postal address.
- (d) A condition report must:
 - (i) specify the condition of the following:
 - A. if the agreement property included the caravan – the caravan site to which this caravan park agreement relates, the walls, floors and ceilings of the caravan and, if the caravan has rooms, the walls, floors and ceilings of each room;
 - B. if the agreement property did not include the caravan – the caravan site to which this caravan park agreement relates; and
 - (ii) itemise, and specify the condition of, any fixture or chattel that is agreement property; and
 - (iii) include other prescribed information, if any.
- (e) The resident may:
 - (i) accept a condition report given to the resident under subclause 99(a) or 99(c) by signing the report and returning it to the operator; or

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- (ii) if the parties are unable to agree as to the contents of the condition report – refuse to accept the condition report.
 - (f) If, within 7 business days after the condition report has been given to the resident under subclause 99(a) or 99(c), both parties have not accepted the report, the operator or resident may apply to the Commissioner to prepare a condition report about the agreement property.
 - (g) On receipt of an application under subclause 99(f), the Commissioner may prepare a condition report.
 - (h) For purposes of the Act, the operator and resident are taken to have accepted the condition report prepared under subclause 99(g).

100. CONDITION REPORT CONCLUSIVE EVIDENCE OF CONDITION OF AGREEMENT PROPERTY AT TERMINATION OF OCCUPANCY (S.126 OF THE ACT)

If a condition report is accepted or is taken to have been accepted under Division 1 of Part 11 of the Act by the operator and resident, the condition report is (to the extent it relates to the end of the occupancy) conclusive evidence of the following unless the Commissioner determines otherwise in a particular case:

- (a) the condition of the agreement property;
- (b) the condition of any agreement property mentioned in the condition report at the termination of the occupancy.

101. WHEN OPERATOR MAY KEEP SECURITY DEPOSIT (S.127 OF THE ACT)

- (a) Subject to this clause, the resident under this caravan park agreement is entitled to have the resident's security deposit paid to him or her at the end of this agreement.
- (b) Within 7 business days after the resident gives up possession of the agreement property or has, in the opinion of the operator, apparently abandoned the property, the operator must pay the resident's security deposit to the resident, less an amount the operator is entitled to retain under this clause.
- (c) At the end of this caravan park agreement, the operator is entitled to retain an amount from the resident's security deposit necessary for the following (each of which is a **loss**):
 - (i) make good damage (other than reasonable wear and tear) to the agreement property that occurred during the occupancy and was caused by the resident or a person for whose actions the resident is liable under clause 127;
 - (ii) replace any property lost or destroyed by the resident or by a person for whose actions the resident is liable under clause 127;
 - (iii) clean agreement property left unreasonably dirty by the resident or by a person for whose actions the resident is liable under clause 127;

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- (iv) replace locks altered, removed or added by the resident without the consent of the operator;
 - (v) pay outstanding rent or unpaid charges for electricity, gas or water payable by the resident under Part 12 of the Act;
 - (vi) pay an amount required to be paid under clause 110;
 - (vii) pay an amount ordered by the Commissioner or a court to be paid to the operator by the resident unless it has been paid.
 - (d) The operator is not entitled to retain all or part of the resident's security deposit for a loss mentioned in subclause 101(c)(i), 101(c)(ii) or 101(c)(iii) unless:
 - (i) a condition report in relation to the agreement property was accepted by the resident under Part 4 of the Act; and
 - (ii) if the resident has given up possession of the agreement property or has, in the opinion of the operator, apparently abandoned the property – a condition report has been given to the resident under clause 99.
 - (e) Subject to clause 102(b), the operator is not entitled to retain under subclause 101(c) all or part of the resident's security deposit unless, within 7 business days after the resident gives up possession of the agreement property or has, in the opinion of the operator, apparently abandoned the property, the operator has:
 - (i) given written notice of his or her intention to retain so much of the security deposit as is specified in the notice because of a loss specified in the notice; and
 - (ii) attached a copy of a statutory declaration attesting to the truth of the claim that the retention is required for the loss specified in the notice; and
 - (iii) attached a copy of a statutory declaration attesting that the receipts, invoices or other documents attached to the declaration relate to:
 - A. the losses for which all or part of the resident's security deposit is being retained; or
 - B. the amount of outstanding rent owing under the agreement or money owing under clause 110; and
 - (iv) for agreement property that is damaged or unreasonably dirty – attached copies of receipts, invoices or other documents, including orders of the Commissioner or a court, specifying the amount required to make good the damage or clean the property; and
 - (v) returned to the resident the proportion of the resident's security deposit not claimed by the operator or not to be retained under subclause 101(c) .
 - (f) If, in the opinion of the operator, the resident has abandoned the agreement property, the operator may continue to hold on trust for the resident so much of the resident's security deposit as is necessary to ensure the security deposit will be available for payment to the operator in accordance with clause 111 as compensation for:
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- (i) a loss of the rent that the resident would have been liable to pay under the agreement if he or she had not abandoned the agreement property; and
 - (ii) a loss caused to the operator in securing new residents for the agreement property.
 - (g) Subject to subclause 101(h), the resident's security deposit held by the operator under subclause 101(c) must be held on trust for the resident until:
 - (i) the Commissioner determines the distribution of the security deposit under clause 111; or
 - (ii) if the Commissioner is satisfied that all losses mentioned in subclause 101(c) may be calculated in relation to the occupancy to which the deposit relates – the Commissioner determines the distribution of the security deposit on application under this Act by the resident.
 - (h) The operator is not entitled to claim under clause 111 all or part of an amount as a loss mentioned in subclause 101(c) unless:
 - (i) the Commissioner receives an application to determine the distribution of the resident's security deposit; or
 - (ii) the loss is claimed under clause 111;as soon as practicable after the amount can be calculated and, in any case, within 3 months from the date on which the resident apparently abandoned the agreement property.
 - (i) If the operator ceases under subclause 101(h) to be entitled to claim all or part of an amount for a loss mentioned in subclause 101(c), the resident is entitled to as much of the resident's security deposit as the operator held on trust for the resident under subclause 101(f) and clause 105 applies accordingly.
 - (j) In this clause:
 - (i) **end of a caravan park agreement** means, if there is a continuation of the occupancy to which the caravan park agreement relates, at the end of the continuation.
 - (ii) **resident's security deposit** means the amount of the security deposit paid by the resident to the operator.
 - (iii) **retain** includes continue to hold.

102. COMMISSIONER MAY DEAL WITH DISPUTE ABOUT SECURITY DEPOSIT (S.128 OF THE ACT)

The operator and the resident both acknowledge and agree that pursuant to s.128 of the Act:

- (a) The resident may apply to the Commissioner for the return of some or all of the money paid as a security deposit and the return of the interest to which the resident is entitled under clause 103:
 - (i) after the resident has received a notice from the operator under clause 101(e) ; or

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- (ii) if the resident has not received notice under clause 101(6) within 7 business days after the resident gave up possession of the agreement property or, in the opinion of the operator, apparently abandoned the agreement property.
 - (b) Despite clause 101(e), the Commissioner may permit the operator to retain an amount of a security deposit for a loss specified in clause 101(c)(iv), 101(c)(v), 101(c)(vi) or 101(c)(vii), although the operator has not given the resident a notice under clause 101(e) in relation to that loss, if the Commissioner is satisfied the circumstances of the failure to give the notice are such that the operator ought, despite the failure, be permitted to retain such an amount.

103. INTEREST ON SECURITY DEPOSIT (S.129 OF THE ACT)

The operator and the resident both acknowledge and agree that for the purposes of section 129 of the Act interest accrued in relation to a security deposit shall be paid to the operator at the end of the occupancy⁴.

104. CLAIMS ON BEHALF OF CO-RESIDENTS (S. 130 OF THE ACT)

- (a) The resident who is authorised in writing to do so by another resident under this caravan park agreement (a **co-resident**) may claim the co-resident's proportion of the security deposit on that co-resident's behalf.
- (b) The operator must return to the resident authorised by a co-resident under subclause 104(a) the proportion of the security deposit the co-resident is entitled to have returned to him or her.

105. IF PERSON OWED SECURITY CANNOT BE FOUND (S.131 OF THE ACT)

- (a) If all or part of a security deposit to which the resident is entitled under this Act has not been returned by the operator to the resident within 6 months after the date the occupancy is terminated, the operator must ensure that, within 28 days after that period expires, the money is placed in the CPRT Account to be held on trust for the resident.
- (b) The parties hereto acknowledge and agree that pursuant to clause 131 of the Act on application to the Commissioner by the operator or the resident under this caravan park agreement in relation to a security deposit placed in the CPRT Account under this clause, the Commissioner may determine:
 - (i) the proportion of the security deposit paid into the CPRT Account to which the resident or operator is entitled; and
 - (ii) the person to whom interest on the security deposit is payable in accordance with this Act and the amount of the interest, which is to be determined as prescribed.
- (c) The Accountable Officer within the meaning of the *Financial Management Act* of the Agency allotted the administration of this Act

⁴ Clause 11 of the Caravan Parks regulations modifies section 129 of the Act to the extent that, unless the caravan park agreement provides otherwise, the interest that accrues in relation to the security deposit is distributed to the operator.

must pay to the resident or operator the amount determined by the Commissioner under subclause 105(b).

106. PAYMENT OF ELECTRICITY, GAS OR WATER CHARGES (S.132 OF THE ACT)

The operator must not require the resident to pay for charges, levies, rates or taxes, other than a charge payable by the resident for electricity, gas or water supplied to the agreement property during the resident's occupancy.

107. NO CHARGE PAYABLE UNLESS SPECIFIED IN CARAVAN PARK AGREEMENT (S.133 OF THE ACT)

- (a) It is a term of this caravan park agreement that the resident must pay to the operator for electricity and/or gas and/or water supplied to the caravan park site as stated in Item 6.
- (b) The resident is only required to pay the operator for a charge payable by the operator for electricity, gas or water supplied to the agreement property during the resident's occupancy (a **separate charge**) if:
 - (i) the resident is required to pay the separate charge to the operator under this caravan park agreement; and
 - (ii) the agreement property is individually metered for the service or facility to which the separate charge relates.
- (c) The operator must not request from the resident an amount for a separate charge unless it is payable by the resident under subclause 107(b) and calculated in accordance with this caravan park agreement.

108. COMMISSIONER MAY DETERMINE CHARGES PAYABLE (S.134 OF THE ACT)

The operator and the resident both acknowledge and agree that pursuant to s.134 of the Act:

- (a) On application to the Commissioner by the operator or resident under this caravan park agreement, the Commissioner may make a determination in relation to a separate charge payable by the resident.

109. DUTY OF MITIGATION (S.135 OF THE ACT)

The rules of the law of contract about mitigation of loss or damage on breach of a contract apply to a breach of this caravan park agreement.

110. COMPENSATION IF RESIDENT FAILS TO GIVE POSSESSION OF AGREEMENT PROPERTY (S.136 OF THE ACT)

- (a) If the resident fails to give to the operator possession of agreement property occupied under this caravan park agreement after the resident is required under the Act to do so, the operator is entitled to receive from the resident:
 - (i) compensation for any loss or expense incurred by the operator by the failure; and

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- (ii) an amount equivalent to the rent that would have been payable by the resident for the agreement property for the period the resident remains in possession after termination of the agreement.
 - (b) The operator and the resident both acknowledge and agree that pursuant to s.136 of the Act on application to the Commissioner by the operator under the agreement, the Commissioner may make an order requiring the resident to pay to the operator the amount the Commissioner considers is payable under subclause 110(a).

111. COMPENSATION AND CIVIL PENALTIES (S.137 OF THE ACT)

The operator and the resident both acknowledge and agree that pursuant to s.137 of the Act:

- (a) On application of the operator or the resident under this caravan park agreement, the Commissioner may order compensation for a loss or damage suffered by the applicant must be paid to the applicant by the other party because:
 - (i) the other party has failed to comply with the agreement or an obligation under the Act relating to the agreement; or
 - (ii) the applicant has paid to the other party more than the applicant is required to pay to that other party under the Act and this agreement.
- (b) Despite subclause 111(a), an operator or a resident may not apply under that subclause for:
 - (i) compensation payable under clause 110; or
 - (ii) loss or damage suffered by reason of a breach of the operator's duty to repair, unless notification under clause 45(a) has been given.
- (c) The operator and the resident hereto acknowledge and agree that pursuant to section 137(3) of the Act in determining whether to order the payment of compensation to a party, the Commissioner must take into account each of the following:
 - (i) whether the person from whom the compensation is claimed has taken all reasonable steps to comply with his or her obligations under the Act and this caravan park agreement, being obligations in relation to which the claim is made;
 - (ii) for a breach of this caravan park agreement or the Act – whether the applicant has consented to the failure to comply with obligations in relation to which the claim is made;
 - (iii) whether money has been paid to or recovered by the applicant by way of compensation, including any money recovered or entitled to be recovered from the security deposit paid under this caravan park agreement;
 - (iv) whether a reduction or refund of rent or other allowance has been made to or by the applicant in relation to this caravan park agreement;

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- (v) whether an action was taken by the applicant to mitigate the loss or damage;
 - (vi) any tender of compensation;
 - (vii) if the claim is made for damages to the agreement property – any action taken by the person from whom the compensation is claimed to repair the damage at his or her own expense.
- (d) If a party to this caravan park agreement is found guilty of an offence against the Act by a court, that court or another court may, on application of the other party to the agreement, order the person that is found guilty to pay to the applicant compensation for any loss or damage suffered by the applicant because of the commission of the offence.
- (e) The operator and the resident hereto acknowledge and agree that pursuant to section 137(5) of the Act the Commissioner must not make an order under subclause 111(a) :
- (i) for the payment of compensation in relation to death, physical injury, pain or suffering; or
 - (ii) for a failure to pay rent unless:
 - A. the rent has been unpaid for at least 3 days after it is due and payable; or
 - B. the resident has failed on at least 2 previous occasions to pay rent under the same agreement within 3 days after that rent was due and payable.

112. AGREEMENTS INCORPORATE CARAVAN PARK RULES (S.138 OF THE ACT)

The operator and the resident both acknowledge and agree that pursuant to s.138 of the Act and Item 14:

- (a) The caravan park rules for this caravan park (as made or amended from time to time) are taken to constitute terms of every caravan park agreement relating to the park.
- (b) It is irrelevant for subclause 112(a) as to how this caravan park agreement is formed.
- (c) Despite subclause 112(a), caravan park rules must be consistent with each term of this caravan park agreement as prescribed under the Act.

113. CARAVAN PARK RULES (S.139 OF THE ACT)

- (a) The operator may make rules about the use, enjoyment, control and management of the caravan park.
- (b) The operator must not fail to have the rules on display when:
 - (i) the operator and resident enter into this caravan park agreement; or
 - (ii) the operator gives the form of this caravan park agreement to the resident whether or not the operator has signed the agreement.

114. AMENDMENT OF CARAVAN PARK RULES (S1.40 OF THE ACT)

- (a) The operator may amend the caravan park rules of the caravan park.
- (b) In this clause:
 - (i) **amend**, in relation to caravan park rules, includes:
 - A. vary a caravan park rule; and
 - B. add a new rule to the caravan park rules; and
 - C. revoke an existing caravan park rule.

115. APPLICATION IF PARK RULES ARE CONSIDERED UNREASONABLE (S.141 OF THE ACT)

- (a) The resident may apply to the Commissioner for a declaration under this clause about a caravan park rule.
- (b) The Commissioner must consider the application in a way the Commissioner considers appropriate.
- (c) After considering the application, the Commissioner may make:
 - (i) an order declaring a caravan park rule is or was reasonable; or
 - (ii) an order declaring a caravan park rule is or was unreasonable; or
 - (iii) an order declaring a caravan park rule is or was unreasonable and an order to change the rule in a way the Commissioner considers appropriate to make it reasonable.
- (d) A caravan park rule is or was invalid if the Commissioner makes an order declaring the rule to be or to have been unreasonable.

116. ENFORCING CARAVAN PARK RULES (S.142 OF THE ACT)

It is a term of this caravan park agreement that the operator must:

- (a) take all reasonable steps to ensure the caravan park rules are observed by all residents and other persons occupying agreement property; and
- (b) ensure the caravan park rules are reasonable and are enforced and interpreted consistently and fairly.

117. ACCESS TO CARAVAN PARK (S.143 OF THE ACT)

It is a term of this caravan park agreement that the operator must provide each resident with:

- (a) 24 hour vehicular access to the caravan site occupied by the resident; and
- (b) 24 hour access to the agreement property and the toilet and bathroom facilities in the common areas within designated areas of the park; and
- (c) access, during all reasonable hours, to the facilities in the common areas other than those mentioned in subclause 117(b).

118. CHANGING CARAVAN OR CARAVAN SITE WITHIN CARAVAN PARK (S.144 OF THE ACT)

- (a) This clause applies if the operator is reasonably satisfied it is necessary to relocate the resident from a caravan site or caravan within the caravan park to another caravan site or caravan within the park:
 - (i) to allow work to be carried out in the park; or
 - (ii) because of an emergency; or
 - (iii) for health or safety reasons; or
 - (iv) for the efficient management of the caravan park; or
 - (v) for another reason under a law in force in the Territory.
- (b) The operator must give the resident written notice about the decision for the relocation including the following:
 - (i) the reasons for the relocation;
 - (ii) the date proposed for the relocation to take place;
 - (iii) the operator is responsible for the cost of the relocation unless this caravan park agreement provides otherwise;
 - (iv) this caravan park agreement is to be amended to include the details of the relocation or, at the election of the resident, may be terminated on or before the date proposed for the relocation;
 - (v) what the resident may do if he or she does not wish to be relocated as stated in the notice, including the time by which the resident must act.
- (c) The operator must give the notice to the resident within a reasonable period before the date proposed for the relocation having regard to the reason for giving the notice.

Examples of a reasonable period

If there is a health and safety reason, 24 hours may be reasonable. But if the reason is carrying out programmed maintenance, 30 days may be reasonable.

119. OPTIONS AFTER GIVING NOTICE ABOUT RELOCATION (S.145 OF THE ACT)

- (a) This clause applies if the operator has given the resident a notice under clause 118.
- (b) The operator and resident may enter into an agreement (a **relocation agreement**) about the relocation including, for example, the proposed date for the relocation, how the relocation is to be undertaken and the type of caravan to be made available.
- (c) If the resident wishes to terminate this caravan park agreement, the resident may give the operator written notice (a **relocation termination notice**) terminating the agreement on or before the date proposed for the relocation.

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- (d) If a relocation agreement is not entered into, or a relocation termination notice is not given, within the period of 30 days after the notice under clause 118 is given, the operator may apply to the Commissioner for an order about the relocation.
 - (e) The Commissioner must consider the application in a way the Commissioner considers appropriate.
 - (f) After considering the application, the Commissioner may:
 - (i) if the Commissioner considers there was sufficient grounds for the operator to be satisfied it was necessary to relocate the resident from a caravan site or caravan in the caravan park to another caravan site or caravan in the park – make an order declaring the resident must relocate, the date for relocation and the place to which the resident must relocate; or
 - (ii) otherwise – make an order declaring the resident need not relocate to another caravan site or caravan in the caravan park.

120. SALE OF CARAVANS ON CARAVAN SITE (S.146 OF THE ACT)

- (a) If this agreement is a caravan site agreement it is a term of this caravan park agreement that, if the resident intends to offer the caravan for sale, the resident must inform the operator about that intention before the resident displays a sign in or on the caravan or caravan site about the sale.
- (b) The operator must not do either of the following if the resident acts in accordance with a term of this caravan park agreement as mentioned in subclause 120(a):
 - (i) hinder the sale of the resident's caravan;
 - (ii) prevent the display of a "for sale" sign in or on a caravan or caravan site for the purpose of selling the caravan.
- (c) Without limiting subclause 120(b), the operator is taken to hinder the sale of a caravan if the operator stops potential buyers from inspecting the caravan.
- (d) The operator does not contravene subclause 120(b) in relation to the proposed sale of a caravan placed on the caravan site if:
 - (i) the operator imposes conditions relating to potential buyers entering or remaining in the caravan park that are reasonable in the circumstances; or
 - (ii) the operator has reasonably refused to consent to a proposed assignment of the resident's interest in the caravan park site agreement relating to the caravan site.
- (e) If the caravan is sold, the new owner must remove the caravan from the caravan site within 5 days after the sale or within such further time as agreed by the operator unless:
 - (i) the right to occupy this caravan site has been assigned under clause 91(a); or
 - (ii) the operator has entered into this caravan park agreement with the new owner.

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- (f) The parties hereto acknowledge and agree that pursuant to section 144 of the Act the Regulations may prescribe the maximum size for a "for sale" sign.

121. DEFINITIONS (S.148 OF THE ACT)

In this agreement:

- (a) **1 days notice** means notice for a period that includes at least 1 business day.

Example

If a notice is given on a Saturday and the following Monday is a public holiday, in order for the period of the notice to include 1 business day, the notice would have to include the following Tuesday. Therefore even though the notice is given on a Saturday, if a provision requires 1 days notice, the notice does not take effect until the following Wednesday.

- (b) **Act** means the *Caravan Parks Act*;
- (c) **ADI** means authorised deposit taking Institutions and corporations that are authorised under the *Banking Act 1959*.
- (d) **agent**, in relation to the operator, includes an employee of the operator.
- (e) **agreement property** means:
- (i) if the agreement is a caravan park site agreement – the site provided under the agreement and things on the site, including, for example, any garden and garden watering system; or
 - (ii) if the agreement is a caravan and park site agreement – a caravan (including any chattels and fixtures), the site provided under the agreement and things on the site, including, for example, any garden and garden watering system.
- (f) **bond** means a provision of this caravan park agreement under which the resident is required to give a security deposit to ensure the resident's performance of obligations under the agreement.
- (g) **business day** means a day other than a Saturday or Sunday or a public holiday.
- (h) **caravan**, see clause 122.
- (i) **caravan and park site agreement**, see clause 123(d) .
- (j) **caravan park** means an area of land identified in Item 4 used in either or both of the following ways:
- (i) as a complex of sites and caravans, for which rights of occupancy are conferred under various caravan park agreements, together with common areas including bathrooms, toilets and laundry facilities;
 - (ii) as a complex of sites for which rights of occupancy are conferred under various caravan park agreements, together with common areas that may, but need not, include bathrooms, toilets and laundry facilities.
- (k) **caravan park agreement**, see clause 123(a).
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- (l) **caravan park rules** means rules for a caravan park made under clause 113 and, if amended under clause 114, as amended.
 - (m) **caravan park site agreement**, see clause 123(b).
 - (n) **caravan site**, in relation to a caravan park, includes:
 - (i) the area of land on which a caravan is situated or may be placed as identified in Item 5; and
 - (ii) adjoining areas of land set aside or available for the exclusive use of a person occupying a caravan on, or to be placed on, the site.
 - (o) **Commissioner** means the Commissioner of Tenancies under section 13 of the *Residential Tenancies Act*.
 - (p) **common areas**, in this caravan park, means the facilities, buildings, roads or other areas in the park provided for common use by persons living or staying in the park.

Examples of facilities for common use

Bathrooms, laundries, recreational areas, BBQ areas and swimming pools.

- (q) **condition report**, see clause 7(a).
- (r) **continuation**, in relation to an occupancy to which a caravan park agreement relates, includes an extension or renewal of the occupancy (however described) and whether the continuation is a fixed term occupancy or periodic occupancy.
- (s) **court** means:
 - (i) for a matter in relation to which the Supreme Court has jurisdiction under section 149 of the Act – the Supreme Court; or
 - (ii) otherwise – the Local Court..
- (t) **CPRT** means the Caravan Park Residents Trust account maintained by the Agency in accordance with section 21 of the Act.
- (u) **emergency repairs**, see clause 50(b)
- (v) **fixed term occupancy** means an occupancy for a fixed term specified in this caravan park agreement.
- (w) **key**, in relation to a lock, includes a code and sensor pass.
- (x) **lock** includes any security device.
- (y) **mobile home** means a type of a structure designed for use for residential purposes but not designed to be required to be permanently attached to land.
- (z) **notice of termination** means a notice of termination under this Act that is in the form required under clause 91.
- (aa) **occupancy**, in relation to this caravan park agreement, resident or operator, means:
 - (i) if the agreement is a caravan park site agreement – the right of the resident to place a caravan on the caravan site and reside in the caravan and otherwise occupy the caravan site; or

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- (ii) if the agreement is a caravan and park site agreement – the right of the resident to reside in the caravan on the caravan site and otherwise occupy the caravan site.
 - (bb) **occupancy dispute** means a dispute between the resident and the operator about the occupancy under this caravan park agreement.
 - (cc) **Operator** means the operator specified in Item 1, see clause 124.
 - (dd) **order for possession of agreement property**, in relation to this caravan park agreement, includes an order for the removal of a caravan placed on the agreement property other than by the operator.
 - (ee) **periodic occupancy** means an occupancy that is not a fixed term occupancy.
 - (ff) **permitted repairs**, see clause 47.
 - (gg) **prescribed**, in relation to information or particulars, means information or particulars as prescribed by regulation.
 - (hh) **prescribed account** means an account kept at:
 - (i) an ADI; or
 - (ii) a statutory corporation of the Territory.
 - (ii) **rent** means an amount payable under this caravan park agreement in relation to the occupancy of a caravan, caravan site or both for a period specified in the agreement, including, for example, payments payable by the resident to the operator under clauses 107 and 108.
 - (jj) **Resident** the resident specified in Item 2, see clause 125.
 - (kk) **security deposit** means an amount of money paid, or required to be paid, in accordance with a bond as stated in Item 12.
 - (ll) **separate charge**, see clause 107(b).

122. MEANING OF **CARAVAN** (S.5 OF THE ACT)

- (a) A caravan is either of the following:
 - (i) a trailer designed to be:
 - A. attached to and towed by a self-propelled vehicle; and
 - B. used for residential purposes;
 - (ii) a self-propelled vehicle designed to be used both as a vehicle and for residential purposes.
 - (b) A caravan includes an annexe designed to be used as an extension of the habitable area of a caravan.
 - (c) For the purposes of this caravan park agreement and for the purposes of the Act, a reference to a caravan (other than in the definition **caravan park** in clause 121) includes either of the following when situated in a caravan park:
 - (i) an immovable dwelling;
 - (ii) a mobile home.
 - (d) In this clause:
 - (i) **designed** includes modified.
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123. MEANING OF VARIOUS TERMS ABOUT CARAVAN PARK AGREEMENTS (S.6 OF THE ACT)

- (a) An agreement is a caravan ***park agreement*** if the agreement is:
 - (i) a caravan park site agreement; or
 - (ii) a caravan and park site agreement.
- (b) A caravan ***park site agreement*** is an agreement under which the operator grants another person, for valuable consideration, a right (that may, but need not, be an exclusive right) of occupancy of a caravan site in the operator's caravan park, for the purpose of placing a caravan on the caravan site, for residential purposes.
- (c) Despite subclause 123(b), if a caravan is not placed on the caravan site in accordance with the agreement but a tent is erected on the site, on the day the tent is erected, the agreement stops being a caravan park site agreement and Parts 2 to 16 of the Act and clause 18 to 120 of this Caravan Park Agreement do not apply to it.
- (d) A ***caravan and park site agreement*** means an agreement under which the operator grants another person, for valuable consideration, a right (that may, but need not, be an exclusive right) of occupancy of both of the following for residential purposes:
 - (i) a site in the caravan park;
 - (ii) a caravan made available on the site by the operator.
- (e) For this caravan park agreement and for the purposes of the Act, the address for a caravan, or a caravan site, in a caravan park is the park's address unless this caravan park agreement otherwise provides an address for the caravan or site.
- (f) To avoid doubt, if a provision of this caravan park agreement or of the Act states that a term is a term of this caravan park agreement, the provision has effect whether the agreement is in writing or not.

124. MEANING OF ***OPERATOR*** (S.7 THE ACT)

- (a) The ***operator*** is a person who operates a caravan park including by granting rights of occupancy under caravan park agreements.
- (b) The operator includes each of the following:
 - (i) a person who is a successor in title to a person mentioned in subclause 124(a) and whose title is subject to the resident's right of occupancy;
 - (ii) a prospective operator;
 - (iii) a former operator;
 - (iv) an agent of the operator including of any person mentioned in paragraphs (a) to (c).
- (c) For sections 81-90 inclusive of the Act, ***operator*** also includes a person authorised by the operator, or an agent of the operator, for those sections.

125. MEANING OF *RESIDENT* (S.8 OF THE ACT)

- (a) The resident is a person (but not the operator) who has a right of occupancy under this caravan park agreement or otherwise because of the operation of this Act in relation to this caravan park agreement.
- (b) The resident includes each of the following:
 - (i) a prospective resident;
 - (ii) a former resident;
 - (iii) a person acting on behalf of the resident, prospective resident or former resident (but not the operator or operator's agent).

126. APPLICATION OF ACT WHEN PARTY IS ONLY 16 OR 17 YEARS OF AGE (S.12 OF THE ACT)

- (a) Despite any other law in force in the Territory:
 - (i) a young person may enter into this caravan park agreement as the resident and may enforce the agreement under the Act; and
 - (ii) the agreement may be enforced under the Act against the young person unless the Commissioner or a court considers the agreement is harsh or unconscionable.
- (b) In this clause:
 - (i) **young person** means a person who has attained 16 years but not 18 years of age.

127. VICARIOUS LIABILITY OF RESIDENT (S.17 OF THE ACT)

- (a) It is a term of this caravan park agreement that if:
 - (i) a person (other than the resident) is at the caravan site with the consent of the resident; and
 - (ii) the person engages in conduct (the **relevant conduct**) that, if it had been engaged in by the resident, would be a breach of the agreement;for the agreement and this caravan park agreement, the resident is responsible for the relevant conduct.
 - (b) However, subclause 127(a) does not make the resident criminally responsible for the relevant conduct.
 - (c) Subclause 127(a) does not apply if:
 - (i) the person who engages in the relevant conduct is in a domestic relationship with the resident; and
 - (ii) the relevant conduct constitutes or includes an act of domestic violence; and
 - (iii) it is reasonable in all the circumstances for this caravan park agreement, including but not limited to the number of times that an act of domestic violence has been engaged in by the person at the caravan site to which the agreement relates, for the resident not to be taken to be responsible for the relevant conduct.
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- (d) In this clause:
 - (i) **domestic violence**, see section 5 of the *Domestic and Family Violence Act*.
 - (ii) **domestic relationship**, see section 9 of the *Domestic and Family Violence Act*.

128. SERVICE NOTICES

The address for services of the operator are specified in Item 1 and the addresses for services of the resident are specified in Item 2 and the methods of service are specified in Item 3.

Unless the contrary is provided:

- (a) A notice left at an address a notice left at an address for service is taken to have been received by the party to whom the address relates when the notice was left at the address; and
- (b) a notice sent by post is taken to have been received by the person to whom it was addressed when it would have been delivered in the ordinary course of post; and
- (c) a notice sent by facsimile is taken to have been received at the place where the facsimile was sent when the sender's facsimile machine produces a transmission report indicating all pages of the notice have been successfully sent; and
- (d) a notice sent by email is taken to have been received by the resident when the email enters the resident's email server.

TAS Site Agreement



Caravan Industry Australia Tasmania

CODE OF PRACTICE

FOR

CARAVAN PARKS

IN TASMANIA

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1. GENERAL INTRODUCTORY MATERIAL

This ‘Code of Practice’ (the Code) is intended as a ‘good practice’ guide for caravan park operators within Tasmania in their dealings with park occupants.

The Code has been developed by the Caravan Industry Association of Tasmania (CIAT), in consultation with Consumer Affairs and Fair Trading. The Code represents the accepted standards for members of CIAT in their dealings with park occupants.

The Code’s requirements are met primarily through the provision of information in the park rules and through usual business practices.

The use of a written agreement form (incorporating the park rules) is recommended for both:

- long-term stays/annuals; and
- where a caravan is used as an occupant’s principle place of residence.

‘Long Term Holiday Site Agreement’ and ‘Residential Tenancy Agreement’ forms are available from CIAT.

Definitions

‘**caravan**’: a movable dwelling/or an immovable dwelling, van or other portable device (whether on wheels or not) used for human habitation situated in a caravan park

‘**caravan park operator**’: a manager or operator of a caravan park or cabin park. Reference in this Code of Practice to caravan park operators, also includes caravan park owners, managers and agents acting for caravan park owners.

‘**long term holiday site**’ (annuals): a site which has been reserved for an extended period upon which is situated a movable or immovable dwelling and which is occupied from time to time on a non-residential basis.

‘**non residential basis**’: means that the site is not occupied by a person who is using the site as his or her main place of residence.

‘**occupant**’: a person who has a legal right to occupy and use the site for a period of time (e.g. usually a short term stay, or a person who rents a site on a long-term basis, but resides elsewhere).

‘**permanent stays**’: where a caravan is used as an occupant’s principle place of residence.

‘**principal occupant**’: the occupant who signs on behalf of and represents all of the occupants of a long-term holiday site.

Structure of the Code

The Code is set out in three parts:

1. 'short-term stays' (tourists, holiday makers);
2. 'long-term stays' (annuals); and
3. 'permanent stays' (principle place of residence).

2. CODE - REQUIREMENTS

SHORT-TERM STAYS (TOURISTS, HOLIDAY MAKERS)

At beginning of an occupancy:

Park operator is to ensure that the prospective occupant is aware of the applicable terms.

The park operator should take the time to ensure that the occupant is clear about applicable rates, any additional costs and conditions of stay. Clearly, the time taken to do this and the material covered will depend on the length of stay and the particular circumstances applying.

Park operator is to provide a written receipt for any payments made.

All occupants are entitled to written receipts for payments made, either for a site or where a caravan or cabin is rented out.

The receipt should include details on:

- the name of the park;
- the occupant's name;
- the date the payment is received;
- the amount of the payment; and
- the purpose of the payment.

The occupant should pay rent in advance, or as agreed.

Usually the conditions of stay and the receipt are set out on the same form (i.e. conditions on the back of the receipt).

At the end of an occupancy

Park operator is to ensure that the site is cleaned and made ready for a new occupant.

The occupant is to:

- ensure that the site or dwelling is left clean and tidy; and
- ensure that all rent owing and other charges are paid.

LONG-TERM STAYS (ANNUALS)

These stays typically involve an occupant renting a site for their caravan, on an annual basis, and visiting the site at holiday periods.

At beginning of an occupancy:

Park operator is to ensure that the prospective occupant is aware of the applicable terms and provide a written copy of the park rules to the occupant.

Park operator is to provide a written agreement.

The park operator is to provide an occupant with a written agreement, which sets out the terms and conditions applicable to occupants. The agreement also sets out the obligations of the park operator.

Two copies of the agreement should be prepared. The park operator should ensure that the occupant signs and retains one copy of the written agreement.

The operator should also obtain the occupant's signature on the second copy and should retain that copy.

Later confusion may be avoided if all the terms of the occupancy are stated in writing at the outset and agreed to by both parties.

In addition to a written agreement, a copy of the park rules or conditions should be provided to the occupant in a clear and concise form. The park operator should not levy any additional rent or related fees unless these charges have been disclosed in the park rules.

The written agreement usually incorporates the park rules. A list of the sorts of things that should be included in the park rules can be found in CIAT's '**Long Term Holiday Site Agreement**' (pages 8:9).

Providing a written agreement and copy of the park rules will ensure that the occupant is clear about what services to expect, how much is payable and the extent of his or her obligations while staying at the park. If, at a later date, a dispute arises, the agreement and park rules can be referred to, in resolving the dispute.

Many of the requirements of this Code are achieved by the provision of the required information in the park rules by the operator.

Park operator is to provide written receipts for any payments made.

The park operator should provide a written receipt for rent or any other charge or payment at the time of payment, or if the payment is made by post, or by cheque, within 7 days of receipt.

Long-term stays (Annuals)

Park operator is to provide details relating to any charges that apply to visitors using the site or dwelling.

Caravan park operators can charge a reasonable amount, in addition to the normal rent, for visitors who stay on the site or in the caravan/cabin. Any such additional rent should be no greater than that charged for additional persons occupying short-term sites in the park. Occupants should be made aware of the rules applicable to visitors.

The rules relating to visitors and any additional fees applying should be set out in the park rules.

The principal occupant should obtain the consent of the park operator if the dwelling is to be occupied by anyone other than himself or herself.

Park operator is to state whether any additional fee applies for the provision of a key to access the park.

Caravan park operators can charge a reasonable one-off fee for giving an occupant a key to allow out of hours vehicle access to the park.

Park operator is to provide details relating to any fees applicable for storage or removal of caravan.

The caravan park operator should list in the park rules any fees applicable for storage or removal of a caravan or immovable dwelling.

Park operator is to provide details relating to any fee or commission payable where: (a) the caravan is sold by the caravan owner, on site; or (b) the park operator is requested to sell the van, on behalf of the caravan owner.

Where an occupant owns a caravan but rents the site, he/she has no legal right to sell the caravan as being 'attached to' or permanently located on a particular site, unless an agreement has been entered into with the park operator.

The new owner of the caravan may enter into a new arrangement with the park operator with respect to the location of the caravan, should the new owner wish to continue locating the van in the park. However, this would be the subject of a new agreement between the purchaser and the park operator. The caravan park operator may require a fee from the new owner for this right.

(a) where a caravan is being sold by the caravan owner, on site.

The park operator is entitled to charge a fee where a caravan is being sold, by the owner of that caravan, on site in the caravan park. Sale on site may significantly add to the attractiveness of the caravan.

The park operator is not eligible to receive a fee or commission unless it has been agreed to, with the caravan owner, prior to the sale.

Long-term stays (Annuals)

The caravan park operator should list in the park rules any fee applying where the caravan is being sold, by the caravan owner, on-site.

The occupant should not advertise the caravan or cabin as being permanently located on a particular site, without the operator's knowledge and agreement.

The occupant (or resident) is to:

- notify the operator, in writing, of an intention to sell the van on-site;
- inform any prospective purchaser that the sale of the caravan voids any agreement with respect to the occupancy of the site; and
- advise any prospective purchaser to make their own enquiries of the park operator with respect to their prospects of entering into an agreement enabling them to occupy the site in question.

(b) where the park operator is selling the van, on behalf of the caravan owner.

The caravan park operator should list in the park rules any commission applying where the operator is asked to sell a caravan or cabin on site, on behalf of the vendor, as an agent.

Park operator is to provide the basis for charging electricity, gas and water charges.

Electricity, water, gas and services are usually connected to the park in the name of the park operator. The park operator has two options for passing on the cost of these services. The options are:

- to include the cost of the service(s) in the fee or rent payable; or
- to make a separate charge, in addition to the fee or rent.

If the occupant's consumption of services is not metered individually, the occupant would expect to pay for these services as part of their fee/rent. Where a service is individually metered, the occupant can expect to be provided with the relevant meter readings.

Park operator is to give reasonable notice to vacate.

Caravan park operators and residents should give reasonable notice in writing when ending a occupancy. A notice to vacate should:

- be in writing;
- state the names of the occupant and operator;
- identify the site /cabin;
- be signed and dated;
- allow at least 2 weeks time (14 days) to vacate the site, preferably much longer;
- give the date on which the occupant intends to move out or the park owner wants the occupant to move out;
- give reasons for ending the agreement; and
- be sent by registered post or given to the occupant in person.

Long-term stays (Annuals)

In the case of a park operator serving a notice to vacate, some reasons might be that:

- the occupant has failed to comply with any provision in the agreement;
- the agreement is not for a fixed period and the site is to be sold, renovated, or used for another purpose;
- the agreement is due to expire at least 14 days after the service of the notice; and
- the occupant has caused nuisance.

The park operator is not required to serve a notice to vacate if the site has clearly been abandoned.

Any payment of rent after a notice to vacate does not constitute the existence of a new agreement.

If a park operator terminates an agreement when rent is paid in advance, they must refund to the occupant the rent amount calculated from the termination date to which the occupant has paid.

A notice to vacate takes effect on the date specified on the notice (ie. a date at least 14 days after the notice is served).

A notice to vacate, on the ground of failure to pay rent, is of no effect if an occupant pays all arrears in rent before that notice takes effect.

Park operator is to give reasonable notice where relocation to another site is required.

A caravan park operator may want an occupant to move to another site within the park. For example, where the site is being up-graded, or where new facilities are being built.

The operator should give the occupant at least two weeks (14 days) notice to relocate, preferably longer. In working out what is a reasonable time period for moving, the operator should have regard to the occupant's particular circumstances. For example, the occupant may rent the site on a long-term basis and may only visit the site infrequently, residing elsewhere in the State.

The notice should be in writing and should identify the alternative site to which the occupant is to relocate, give the date by which the tenant should relocate and state the reason for the relocation.

It would be preferable if the new site is comparable to the site currently occupied.

The operator may choose to reimburse the occupant for reasonable costs incurred in the compulsory relocation of the occupant's caravan.

The park operator's policy on compulsory relocation should be stated in the park rules.

Park operator is to state their policy with respect to sub-letting.

The occupant must obtain written permission from the park operator before they can sub-let a site, cabin or caravan.

Long-term stays (Annuals)

Occupants may only sub-let if the park operator agrees. The park operator's policy on sub-letting should be stated in the park rules.

Park operator is to provide written notification of any changes to the park rules.

The park operator is permitted to change the park rules. However, the operator is to give each occupant a written copy of park rules, as amended.

Occupants should be notified about the changes, in writing, at least 10 working days before the new rules come into effect, preferably longer.

During the occupancy

Park operator is to ensure that the occupant has access to the park at all times.

Park operator is to ensure that the occupant/resident has access to common bathroom and toilet facilities at all times.

The premises must comply with council and government health and safety requirements. However, facilities should in any event be maintained in good repair.

Park operator is to set reasonable hours for use of other facilities.

Park operator is to respect the resident's right to privacy, peace and quiet.

The park operator should not unduly interfere with the occupant's quiet enjoyment of the site.

The park rules should clearly state in what circumstances the park operator, or other employees/contractors, may enter a site or caravan (e.g. to make a general inspection, to carry out repairs).

The park rules should clearly state in what circumstances the park operator, or other employees/contractors, may enter a site or caravan without prior notice, e.g. if the occupant agrees at the time; in an emergency to save life or valuable property.

Park operator is to keep the caravan park grounds clean and safe.

The operator should arrange for the collection of the occupant's garbage and other garbage from the caravan park, as set out in the park rules.

Park operator is to maintain all park facilities in good repair.

The operator should make sure that any repairs or renovations disturb the occupant as little as possible, and provide other facilities for the occupant's use when repairs are underway.

Where a caravan or cabin is rented, all repairs are the park operator's responsibility. However, if the occupant caused the damage, the caravan park owner can ask the resident to pay for repairs.

Long-term stays (Annuals)

The Park operator is to give at least 60 days notice, in writing, of any increases in rent.

The park operator should give the occupant 60 days notice of any increase in rent or other charges unless the increase results from that of a supply authority for which the park operator has responsibility to pay.

Any rent increases should not result in the occupant paying higher rent or other charges than the occupants of comparable sites within the park.

Where a site is rented on a long-term basis the operator should ensure that any increases in rent or other charges are communicated in writing to the occupant.

The occupant is to:

- pay rent and other charges by the due date;
- use the site, caravan park and facilities properly, as required under the park rules, and ensure that any visitors do the same;
- ensure that the site is not used for any illegal purpose;
- ensure that there are never more people staying on the site than has been agreed with the caravan park operator;
- where a special payment is required under the park rules, in excess of that which has been agreed, ensure that this payment is made to the park operator;
- report and pay for any damage that is not normal wear and tear; and
- report any damage or breakdown in caravan park facilities to the caravan park operator.

The occupant is not to:

- erect any structure on the site or in the park without the prior consent of the park operator; and
- cause a nuisance or interfere with their neighbour's peace and privacy;

At the end of an occupancy

Park operator is to ensure that the site is cleaned and made ready for a new occupant.

The occupant is to:

- ensure that any garbage/rubbish is removed; and
- ensure that all rent owing and other charges are paid.

PERMANENT STAY (PRINCIPLE PLACE OF RESIDENCE)

Application of the Residential Tenancy Act 1997 to Caravan Parks

Where a caravan or cabin is rented out as a person's principal place of residence, the provisions of the Residential Tenancy Act may apply. Operators should ensure that any agreement is in writing.

Copies of 'Residential Tenancy Agreement' forms may be obtained from CIAT.

The Act sets out the rules that apply to residential tenancies in Tasmania, including those in caravan parks.

Information about rights and obligations, for both the park operator and the tenant, under the Residential Tenancy Act can be found on the Consumer Affairs and Fair Trading website:
http://www.consumer.tas.gov.au/tenancy_and_real_estates.

The Act can be accessed in its entirety online at <http://www.thelaw.tas.gov.au>.

[Part 4](#) of the Act sets out, in detail, what is required of the park operator.

A copy of the guide [Renting in Tasmania](#) can be accessed at
http://www.consumer.tas.gov.au/_data/assets/pdf_file/0016/54403/Tenancy_Booklet_05a.pdf

The park operator should seek legal advice if in any doubt about whether or not the Act applies.

3. OTHER MATTERS

Park operator is to give reasonable notice of sale of the park.

Where the park is being sold, the caravan park operator should advise occupants in writing, at the earliest opportunity, of the proposed sale and of the new owner. The contact details of the new owner should also be provided.

Where the park is sold, the owner of a caravan may seek a new arrangement with the park operator.

Unpaid rent

In most instances rent will be paid in advance. Where the Residential Tenancy Act applies and a security deposit has been paid, the park operator may be able to claim rent owing from that deposit.

Abandonment of goods

Occupants should take belongings with them and leave a forwarding address when they leave a long-term occupancy. If any personal documents or goods are left behind, arrangements should be made for them to be collected by the occupant.

Park operators should make every effort to contact the owner of abandoned goods and arrange for their collection.

Caravan park owners should not refuse to give back any of an occupant's belongings, even if rent is owed.

Dispute resolution

Ideally, occupants and caravan park operators should resolve any issues through discussion, by coming to an agreement.

The resolution of an issue may result in a substantial change to the agreement between the occupant and operator. The operator may choose to draft a new, or amended, written agreement to reflect any agreed changes.

Contact Details – useful organisations

For further advice and information contact:

Caravan Industry Association Tasmania

Postal: 111 Blacksnake Lane, Granton Tas 7030
Telephone: 6263 5996
Facsimile: 6263 5886
Mobile: 0417 352 264
Email: blacksnake3@bigpond.com

Consumer Affairs and Fair Trading

Postal: GPO Box 1244, Hobart Tas 7001
Website: www.consumer.tas.gov.au
Telephone: 1300 65 44 99
Facsimile: 6233 4882

Tourism Tasmania – Special Interest Area

Postal: GPO Box 399, Hobart Tas 7001
Telephone: 6230 8199
Facsimile: 6230 8353

Land Tax

Application for Exemption - Residential Parks

NOTE: ■ This form is to be completed by the owner of the land.
If the owner is a company the declaration should be completed by a duly authorised officer (director or secretary) of the company.

■ Print clearly in the white boxed spaces and tick the appropriate box.

Client No.

Tax Year

1	I / We	(owner of the land)
	of	
	have read the criteria for exemption in appendix A of Revenue Ruling LT 71. I / We meet the exemption criteria and apply for: <input type="checkbox"/> exemption from land tax <input type="checkbox"/> reduction in taxable value for the	
	land at	
	being described as Lot No.	Plan No.

2 ☐ I ☐ We do hereby solemnly and sincerely declare that as at 31 December (Year)

☐ All of above land was used as a residential park, which was predominantly occupied by retired people under the guidelines; or

☐ Part of the land was set aside and primarily occupied by retired people.

Area set aside and primarily occupied by retired people Total area

NOTE: please provide supporting information, including a diagram of the land showing the total area and the area of land set aside for use and occupation by retired people. You may use the back of this form for the diagram

☐ I ☐ We make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act 1900

Signed			
Declared at			
on the	(Day of)	(Month)	(Year)
Before me			

(Justice of the Peace or person authorised under the *Oaths Act 1900*)

PRIVACY STATEMENT

The information provided in this form is required by OSR to determine whether or not you meet the criteria for an exemption from land tax for land used as residential park and primarily used or occupied by retired people.

You may review or correct any personal information provided by you by contacting OSR.

OFFICES

Parramatta	– Lang Centre, cnr Hunter & Marsden Streets Locked Bag 5815, Parramatta 2124	Ph (02) 9685 2155 – 1800 061 163* Fax (02) 9689 6763
Sydney	– Level 3, 55 Hunter Street (not a postal address - counter services only)	Ph (02) 9685 2155 – 1800 061 163*
Newcastle	– Level 2, 97 Scott Street DX 7860 Newcastle PO Box 511G, Newcastle 2300	Ph (02) 4925 5333 – 1800 641 979* Fax (02) 4925 5399
Wollongong	– Level 6, 90 Crown Street DX 5245 Wollongong PO Box 666, Wollongong 2520	Ph (02) 4253 1000 – 1800 622 725* Fax (02) 4253 1066
Office hours:	Monday to Friday 8.30 am – 4.30 pm	Telephone hours: Monday - Friday 8.30 am -5.00 pm
Internet:	www.osr.nsw.gov.au	Email: landtax@osr.nsw.gov.au

* 1800 number free call within NSW only. Interstate clients should call (02) 9689 6200

Assistance in community languages is available.



Office of State Revenue
NSW TREASURY

REVENUE RULING LT 71

EXEMPTION - RESIDENTIAL PARKS PRIMARILY USED AND OCCUPIED BY RETIRED PERSONS (*Section 10Q Land Tax Management Act, 1956*)

PREAMBLE

1. Where a residential park is primarily used and occupied by retired persons, an exemption from land tax or a reduction in the land value of the land is available, commencing for the 2003 land tax year, if guidelines approved by the Treasurer under section 10Q of the Land Tax Management Act are met.
2. The purpose of this ruling is to notify land owners of the approved guidelines, explain how owners may apply for the concession and provide a statutory declaration to be completed by owners who wish to claim the concession. The guidelines approved by the Treasurer are at Appendix "A".

RULING

3. Owners who wish to apply for the concession for 2003 or a subsequent tax year, must apply by completing the attached standard [statutory declaration](#). The application should be lodged no later than 30 days after receiving an assessment notice which assesses land tax on the relevant land.
4. Once an exemption has been granted, for 2003 or a later year, the owner does not have to lodge an application for future land tax years unless required to do so by the Chief Commissioner. However, if the land ceases to qualify for the concession under the guidelines approved by the Treasurer from time to time, the owner must advise the Chief Commissioner within 30 days after receiving an assessment notice which incorrectly provides a concession for the relevant land.
5. If an owner is unsure whether the land remains exempt, the owner should provide all relevant information to the Chief Commissioner so that eligibility for the concession can be reviewed.
6. The completed application should be posted to the Chief Commissioner at the following address :-

Office Of State Revenue
Revenue Advisory Services
Post Bag 5215
Parramatta NSW 2124

7. Alternatively, completed applications may be lodged at any branch of the Office of State Revenue.

Lang Centre
Cnr Hunter and Marsden Streets
Parramatta
Locked Bag 5215, Parramatta 2124
DX 28400 Parramatta
Phone (02) 9689 6200
Facsimile (02) 9689 6464

8. The approved guidelines contain transitional provisions which apply to residential parks which were previously granted an exemption or concessions as a retirement village under section 10R of the Land Tax Management Act for the 2002 land tax year. Owners of residential parks which were granted a concession as a retirement village for the 2002 land tax year do not have to apply for the concession for 2003, but should advise the Chief Commissioner if the park no longer meets the criteria which applied to retirement villages for the 2002 tax year. Such advice should be provided no later than 30 days after the owner receives a 2003 land tax assessment notice.
9. Records of owners who claim concessions are regularly audited by the Office of State Revenue. Documentary evidence supporting the application, showing that the use and occupation of the land meets the approved guidelines must be retained and produced for inspection, if requested.

SIGNED

P Achterstraat
Chief Commissioner of State Revenue
7 March 2003

APPENDIX “A”

Criteria for exemption approved by the Treasurer

1. A *residential park* to which the Residential Parks Act 1998 applies, which is predominantly occupied by *retired persons* under *residential site agreements*, is exempt from land tax.
2. A residential park shall be regarded as predominantly occupied by retired persons if more than 50% of the sites available for hire or rent are residential sites which are occupied or intended for occupation only by retired persons under *residential site agreements*. (Note that transitional provisions specified in paragraphs 18 and 19 apply to residential parks operated as retirement villages and exempt from land tax for the 2002 land tax year, prior to the amendments to section 10R made by the State Revenue Legislation Further Amendment (No 2) Act 2001).
3. An unoccupied site shall be regarded as being intended for occupation only by retired persons if the site is only available for occupation by retired persons.
4. Where part of a residential park is set aside for use and occupation primarily by retired persons, and the use and occupation of that part is in accordance with these guidelines, the taxable land value of the residential park shall be reduced in accordance with the following formula:

$$\text{Taxable value} = \frac{\text{Area of land set aside for retired persons}}{\text{Total area of land}} \times \text{total land value}$$

Definitions

5. For the purposes of determining whether a *residential park* is entitled to the exemption, the following definitions, based on definitions in the Residential Parks Act 1998, are to be applied as at the taxing date for the relevant tax year. (The taxing date of a land tax year is midnight on 31 December immediately preceding that tax year).
6. “**Caravan park**” means land, including a camping ground, on which caravans, or caravans and other moveable dwellings, have been, or are to be placed, installed or erected.
7. “**Moveable dwelling**” means:
 - (a) any caravan or other van or portable device (whether on wheels or not) other than a tent, used for human habitation, or
 - (b) a manufactured home.
8. “**Manufactured home**” means a self-contained dwelling (that is, a dwelling that includes at least one kitchen, bathroom, bedroom and living area that also

includes a toilet and laundry facilities) that is not a registrable moveable dwelling, and includes any associated structures that form part of the dwelling.

9. ***“Manufactured home estate”*** means land on which manufactured homes have been, are or are to be placed.
10. ***“Registrable moveable dwelling”*** means a moveable dwelling that is a registrable vehicle within the meaning of the Road Transport (Vehicle Registration) Act 1997.
11. ***“Relocatable home”*** means a moveable dwelling that is not a registrable vehicle within the meaning of the Road Transport (Vehicle Registration) Act 1997.
12. ***“Residential park”*** means:

(a) a caravan park, or

(b) a manufactured home estate (that is, land on which manufactured homes have been, are or are to be placed),

provided the caravan park or manufactured home estate has been approved for that purpose under the Local Government Act 1993.

13. ***“Retired person”*** means a person who has reached the age of 55 years or has retired from full time employment.
14. ***“Residential site”*** means a site within a residential park that is used, or is intended to be used, for the installation of a moveable dwelling.

“Residential site agreement” means a residential tenancy agreement under which:

(a) the park owner grants to the resident:

(i) a right to install, on a residential site, a relocatable home, or a registrable moveable dwelling with a rigid annexe attached to it (being a relocatable home or registrable moveable dwelling owned by the resident), and

(ii) a right to use the home or dwelling as a residence, and

(b) the resident occupies the premises as the resident’s principal place of residence, and

- (c) the resident has the approval of the park owner or park manager to occupy the premises as the resident's principal place of residence;

but does not include residential tenancy agreements which are excluded from the definition of "residential site agreements" by section 6(1) of the Residential Parks Act 1998, namely, a residential tenancy agreement in respect of land:

- (d) that is within a Crown reserve, if the agreement was entered into after 16 December 1994, unless it is an agreement arising from a lease or licence under section 102 of the Crown Lands Act 1989 to which the Minister administering that Act has granted consent, or
- (e) that is reserved or dedicated under the National Parks and Wildlife Act 1974.

15. **"Site"** includes a site which is designed or intended for separate residential occupation, using a tent or a moveable dwelling.

16. Premises to which the Residential Parks Act 1998 does not apply, and which therefore cannot be granted the exemption are specified in section 6(2) of the Act. These include:

- (a) premises to which Parts 2, 3, 4 and 5 of the *Landlord and Tenant (Amendment) Act 1948* apply, or
- (b) any part of a hotel or motel, or
- (c) any premises ordinarily used for holiday purposes, or
- (d) any part of an educational institution, hospital or nursing home, or
- (e) any part of a club, or
- (f) any premises used as an approved hostel within the meaning of the *Aged or Disabled Persons Care Act 1954* of the Commonwealth.

Transitional provision

17. A *residential park* that was exempted from land tax for the 2002 land tax year under section 10R of the Land Tax Management Act 1956, shall continue to be exempt for the 2003, 2004 and 2005 tax years, provided that on the relevant taxing date, it meets the requirements of section 10R prior to the amendments made by Schedule 2 of the State Revenue Legislation Further Amendment (No 2) Act 2001.

18. This transitional exemption shall cease to apply if:

- Ownership of the residential park changes after 31 December 2002; or
- The residential park qualifies for exemption under section 10R as amended by Schedule 2 of the State Revenue Legislation Further Amendment (No 2) Act 2001 or subsequent amendments to section 10R.

Terms & Conditions

Colliers International

Consultancy, Terms & Conditions

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS

'Confidential information' means information that:

- (a) Is by its nature confidential;
- (b) Is designated by Us as confidential;
- (c) You know or ought to know is confidential;
- (d) and includes, without limitation:
 - (i) Information comprised in or relating to any of Our intellectual property in the Services or any reports or certificates provided as part of the Services; and
 - (ii) The Quotation annexed hereto.

'Currency Date' means, in relation to the consultancy report, the date as at which Our professional opinion is stated to be current.

'Fee' means the amount agreed to be paid for the Services as set out in the Quotation.

'Party' means You or Us and Parties means You and Us.

'Quotation' means the written quote provided by Us in relation to the Services.

'Services' means the consultancy services provided pursuant to these Terms and Conditions and the Quotation, and includes any documents, reports or certificates provided by Us in connection with the Services.

'Services Validity Period' means the three month period following the Currency Date during which Our professional opinion is valid. After this period, Our professional opinion cannot be relied upon or referred to.

'We', 'Us', 'Our' means the entity that You engage with to perform the Services as set out in the Quotation being Colliers International Consultancy Pty Ltd: (ABN 86 168 413 796).

'You', 'Your' means the entity engaging Us to perform the Services as set out in the Quotation.

2. PERFORMANCE OF SERVICES

2.1. We will provide the Services in accordance with:

- (a) The Terms and Conditions contained herein; and
- (b) Any required provisions of the current Australian Property Institute Professional Practice standard.

3. CONDITION OF THE PROPERTY

3.1. In undertaking the Services We will have regard to the apparent state of repair, condition and environmental factors in relation to the property based upon a visual inspection, but We will not (and are not qualified to) carry out a structural, geotechnical or environmental survey. We will not inspect those parts of the property that are unexposed or inaccessible.

3.2. We will assume that there is no timber infestation, asbestos or any other defect (unless advised otherwise)

and that the property is compliant with all relevant environmental laws. It is Your responsibility to provide reports to Us that are relevant to these issues.

3.3. We will not undertake a detailed inspection of any plant and equipment or obtain advice on its condition or suitability.

3.4. We recommend that You engage appropriately qualified persons to undertake investigations excluded from the Services.

3.5. No responsibility will be accepted either to You or to any third party for loss or damage that may result directly or indirectly from the condition of the property.

4. ENVIRONMENT AND PLANNING

4.1. We will obtain only verbal town planning information. It is Your responsibility to check the accuracy of this information by obtaining a certificate under the appropriate legislation.

4.2. State or Federal Laws may require environmental audits to be undertaken before there is a change of land use. You will provide such audits to Us where they are required. We will not advise You whether such audits are required or obtain such audits. If You do not provide Us with such audits We will perform the Services on the assumption that such audits are not required.

5. BUILDING AREAS AND LETTABLE AREAS

5.1. Where a survey is provided to Us for consideration, We will assume that information contained in the survey is accurate and has been prepared in accordance with the Property Council of Australia (PCA) Method of Measurement.

5.2. If You do not provide Us with a survey, We will estimate building and/or lettable areas based only upon available secondary information (including but not limited to building plans, Deposited Plans, and our own check measurements). Such estimates do not provide the same degree of accuracy or certainty as would be provided by a survey prepared by an appropriately qualified professional in accordance with the Property Council of Australia (PCA) Method of Measurement.

5.3. Where such a survey is subsequently produced which differs from the areas estimated then You will refer the consultancy advice back to Us for comment or, where appropriate, amendment.

6. OTHER ASSUMPTIONS

6.1. Unless otherwise notified by You, We will assume:

- (a) there are no easements, mortgages, leases, encumbrances, covenants, caveats, rights of way or encroachments except those shown on the Title; and
- (b) all licences and permits can be renewed and We will not make any enquiries in this regard.

6.2. Where third party expert or specialist information or reports are provided to Us or obtained by Us in connection with the Services (including but not limited to surveys, quantity surveyors reports, environmental audits, structural/dilapidation reports), We will rely upon the apparent expertise of such experts/specialists. We will not verify the accuracy of such information or reports.

7. ESTIMATED SELLING PRICE

7.1. Where You instruct Us to provide an estimated selling price, You agree that the Services:

- (a) are limited to the provision of an opinion based upon Our knowledge of the market and informal enquiries.

(b) We are not required to carry out a full inspection of the property; any inspection of comparable properties; a search on Title(s) or other enquiries as to encumbrances, restrictions or impediments on Title(s).

(c) provide an indicative figure only which is not suitable for use for any purpose other than as general information or guide as to sale expectations. It is not suitable to be relied upon for the purpose of entry into any transaction.

7.2. No responsibility will be accepted either to You or to any third party for loss or damage that may result from the issue of such an estimated selling price.

8. CURRENCY OF CONSULTANCY REPORT

8.1. Due to possible changes in market forces and circumstances in relation to the subject property the Services can only be regarded as relevant as at the Currency Date.

8.2. Where You rely upon Our consultancy report after the Currency Date, You accept the risks associated with market movement between the Currency Date and the date of such reliance.

8.3. Without limiting the generality of 8.2, You cannot rely upon Our consultancy report:

- (a) after the expiry of the Services Validity Period;
- (b) where circumstances have occurred during the Services Validity Period which has a material effect on the value of the property or the assumptions or methodology used in the consultancy report.

9. MARKET PROJECTIONS

9.1. Any market projections incorporated within our Services including, but not limited to, income, expenditure, associated growth rates, interest rates, incentives, yields and costs are projections only, and may prove to be inaccurate. Accordingly, such market projections should be interpreted as an indicative assessment of potentialities only, as opposed to certainties.

9.2. Where Our Services include market projections such projections require the dependence upon a host of variables that are highly sensitive to varying conditions. Accordingly, variation in any of these conditions may significantly affect these market projections.

9.3. Where market projections form part of Our Services, We draw your attention to the fact that there will be a number of variables within acceptable market parameters that could be pertinent to Our Services and the projections adopted are representative of only one of these acceptable parameters.

10. YOUR OBLIGATIONS

10.1. You warrant that the instructions and subsequent information supplied by You contain a full and frank disclosure of all information that is relevant to Our provision of the Services.

10.2. You warrant that all third party expert or specialist reports provided to Us by You for the purpose of Us providing the Services are provided with the authority of the authors of those reports.

10.3. You authorise and licence us to incorporate Your intellectual property within our report(s).

10.4. You will not release any part of Our consultancy report or its substance to any third party without Our

written consent. Such consent will be provided at Our absolute discretion and on such conditions as We may require including that a copy of these Terms and Conditions be provided to such third party. This clause shall not apply to persons noted as recipients in Your prior instruction to Us or in the Quotation provided that You shall provide any such recipient with a copy of these Terms and Conditions.

10.5. You must advise recipients named in Your instruction to Us of the Services Validity Period.

10.6. If You release any part of the consultancy advice or its substance with our written consent, You agree: a) to inform the other person of the terms of our consent; and b) to compensate Us if You do not do so. We have no responsibility to any other person even if that person suffers damage as a result of any other person receiving this consultancy advice.

10.7. You must pay our Fees within 14 days of the date of a correctly rendered invoice. Fees that remain unpaid for a period of 30 days or more will attract an administration charge of 2% of the total of the invoice calculated per month or part thereof incurred from the date of the invoice.

10.8. We reserve the right to reconsider or amend the consultancy advice, or the Fee set out in our Quotation to You if:

- (a) Certificates, surveys, leases, side agreements or related documentation that were not provided to Us prior to the provision of the Services are subsequently provided, and contain matters that may affect the advice; or
- (b) Where subsequent site inspections made in relation to any of the matters raised in clause 3 materially affect or may alter the advice, the subject of the Services.

11. CONFIDENTIALITY

11.1. You must not disclose or make any of the Confidential Information available to another person without Our written consent.

11.2. If consent to disclose the Confidential Information is provided by Us, You agree to abide by any additional terms and conditions that We may apply to that disclosure.

12. PRIVACY

12.1. We may obtain personal information about You in the course of performing Our Services. We respect Your privacy. The Privacy Amendment (Private Sector) Act, 2001 requires Us to advise You that we will only obtain information that is necessary to assist us in the course of performing Our Services. If it is necessary for Us to engage third parties, we will inform these parties that they are not to disclose any personal information about You to any person or organisation other than Us.

A copy of Our Privacy Policy can be obtained by contacting Our Chief Privacy Officer.

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS

'Confidential information' means information that:

- (a) Is by its nature confidential;
- (b) Is designated by Us as confidential;
- (c) You know or ought to know is confidential;
- (d) and includes, without limitation:
 - (i) Information comprised in or relating to any of Our intellectual property in the Services or any reports or certificates provided as part of the Services; and
 - (ii) The Quotation annexed hereto.

'Currency Date' means, in relation to any valuation or consultancy report, the date as at which our professional opinion is stated to be current.

'Fee' means the amount agreed to be paid for the Services as set out in the Quotation.

'Party' means You or Us and Parties means You and Us.

'Quotation' means the written quote provided by Us in relation to the Services.

'Services' means the valuation or consultancy services provided pursuant to these Terms and Conditions and the Quotation, and includes any documents, reports or certificates provided by Us in connection with the services.

'Services Validity Period' means the three month period following the Currency Date during which Our professional opinion is valid. After this period, Our professional opinion cannot be relied upon or referred to.

'We', 'Us', 'Our' means the entity that You engage with to perform the Services as set out in the Quotation being either CIVAS (NSW) Pty Ltd (ABN 32 168 282 728), CIVAS (VIC) Pty Ltd (ABN 21 168 282 620), CIVAS (ACT) Pty Ltd (ABN 70 168 282 451), CIVAS (SA) Pty Ltd (ABN 87 168 282 586) or CIVAS (QLD) Pty Ltd (ABN 87 168 282 522).

'You', 'Your' means the entity engaging Us to perform the Services as set out in the Quotation.

2. PERFORMANCE OF SERVICES

- 2.1. We will provide the Services in accordance with:
 - (a) The Terms and Conditions contained herein; and
 - (b) The required provisions of the current Australian Property Institute Professional Practice standard.

3. CONDITION OF THE PROPERTY

- 3.1. In undertaking the Services We will have regard to the apparent state of repair, condition and environmental factors in relation to the property based upon a visual inspection, but We will not (and are not qualified to) carry out a structural, geotechnical or environmental survey. We will not inspect those parts of the property that are unexposed or inaccessible.
- 3.2. We will assume that there is no timber infestation, asbestos or any other defect (unless advised otherwise) and that the property is compliant with all relevant environmental laws. It is Your responsibility to provide reports to Us that are relevant to these issues.
- 3.3. We will not undertake a detailed inspection of any plant and equipment or obtain advice on its condition or suitability.
- 3.4. We recommend that You engage appropriately qualified persons to undertake investigations excluded from the Services.
- 3.5. No responsibility will be accepted either to You or to any third party for loss or damage that may result directly or indirectly from the condition of the property.

4. ENVIRONMENT AND PLANNING

- 4.1. We will obtain only verbal town planning information. It is Your responsibility to check the accuracy of this information by obtaining a certificate under the appropriate legislation.
- 4.2. State or Federal Laws may require environmental audits to be undertaken before there is a change of land use. You will provide such audits to Us where they are required. We will not advise You whether such audits are required or obtain such audits. If You do not provide Us with such audits We will perform the Services on the assumption that such audits are not required.

5. BUILDING AREAS AND LETTABLE AREAS

- 5.1. Where a survey is provided to Us for consideration, We will assume that information contained in the survey is accurate and has been prepared in accordance with the Property Council of Australia (PCA) Method of Measurement.
- 5.2. If You do not provide Us with a survey, We will estimate building and/or lettable areas based only upon available secondary information (including but not limited to building plans, Deposited Plans, and our own check measurements). Such estimates do not provide the same degree of accuracy or certainty as would be provided by a survey prepared by an appropriately qualified professional in accordance with the Property Council of Australia (PCA) Method of Measurement.
- 5.3. Where such a survey is subsequently produced which differs from the areas estimated then You will refer the valuation or consultancy advice back to Us for comment or, where appropriate, amendment.

6. OTHER ASSUMPTIONS

- 6.1. Unless otherwise notified by You, We will assume:
 - (a) there are no easements, mortgages, leases, encumbrances, covenants, caveats, rights of way or encroachments except those shown on the Title; and
 - (b) all licences and permits can be renewed and We will not make any enquiries in this regard.
- 6.2. Where third party expert or specialist information or reports are provided to Us or obtained by Us in connection with the Services (including but not limited to surveys, quantity surveyors reports, environmental audits, structural/dilapidation reports), We will rely upon the apparent expertise of such experts/specialists. We will not verify the accuracy of such information or reports.

7. VALUATION FOR FIRST MORTGAGE SECURITY

- 7.1. Where the Services are provided for mortgage purposes, You agree that You will not use the valuation or consultancy report where the property is used as security other than by first registered mortgage.
- 7.2. We reserve the right, at Our absolute discretion, to determine whether or not to assign Our valuation to any third party. Without limiting the extent of Our discretion, We may decline a request for assignment where:
 - (a) the proposed assignee is not a major recognised lending institution (such as a major bank);
 - (b) the assignment is sought in excess of 3 months after the date of valuation on expiry of the Services Validity Period;
 - (c) We consider that there has been a change in conditions which may have a material impact on the value of the property;
 - (d) the proposed assignee seeks to use the valuation for an inappropriate purpose (including in a manner inconsistent with Your agreement at clause 7.1); or
 - (e) Our Fee has not been paid in full.
- 7.3. Where We decline to provide an assignment on either of the bases at 7.2(b) or (c), We may be prepared to provide an updated valuation on terms to be agreed at that time.
- 7.4. In the event that You request us to assign Our valuation and We agree to do so, You authorise Us to provide to the assignee a copy of these Terms and Conditions, the Quotation and any other document, including instructions provided by You, relevant to the scope of Our Services.

8. ESTIMATED SELLING PRICE

- 8.1. Where You instruct Us to provide an estimated selling price, You agree that the Services:
 - (a) are limited to the provision of an opinion based upon Our knowledge of the market and informal enquiries.
 - (b) We are not required to carry out a full inspection of the property; any inspection of comparable properties; a search on Title(s) or other enquiries as to encumbrances, restrictions or impediments on Title(s); or other investigations which would be required for a formal valuation.

- (c) provide an indicative figure only which is not suitable for use for any purpose other than as general information or guide as to sale expectations. It is not suitable to be relied upon for the purpose of entry into any transaction.
- 8.2. No responsibility will be accepted either to You or to any third party for loss or damage that may result from the issue of such an estimated selling price.

9. CURRENCY OF VALUATION

- 9.1. Due to possible changes in market forces and circumstances in relation to the subject property the Services can only be regarded as relevant as at the Currency Date.
- 9.2. Where You rely upon Our valuation or consultancy report after the Currency Date, You accept the risks associated with market movement between the Currency Date and the date of such reliance.
- 9.3. Without limiting the generality of 9.2, You cannot rely upon Our valuation or consultancy report:
 - (a) after the expiry of the Services Validity Period;
 - (b) where circumstances have occurred during the Services Validity Period which has a material effect on the value of the property or the assumptions or methodology used in the valuation or consultancy report.

10. MARKET PROJECTIONS

- 10.1. Any market projections incorporated within our Services including, but not limited to, income, expenditure, associated growth rates, interest rates, incentives, yields and costs are projections only, and may prove to be inaccurate. Accordingly, such market projections should be interpreted as an indicative assessment of potentialities only, as opposed to certainties.
- 10.2. Where Our Services include market projections such projections require the dependence upon a host of variables that are highly sensitive to varying conditions. Accordingly, variation in any of these conditions may significantly affect these market projections.
- 10.3. Where market projections form part of Our Services, We draw your attention to the fact that there will be a number of variables within acceptable market parameters that could be pertinent to Our Services and the projections adopted are representative of only one of these acceptable parameters.

11. YOUR OBLIGATIONS

- 11.1. You warrant that the instructions and subsequent information supplied by You contain a full and frank disclosure of all information that is relevant to Our provision of the Services.
- 11.2. You warrant that all third party expert or specialist reports provided to Us by You for the purpose of Us providing the Services are provided with the authority of the authors of those reports.
- 11.3. You authorise and licence us to incorporate Your intellectual property within our report(s).
- 11.4. You will not release any part of Our valuation or consultancy report or its substance to any third party without Our written consent. Such consent will be provided at Our absolute discretion and on such conditions as We may require including that a copy of these Terms and Conditions be provided to such third party. This clause shall not apply to persons noted as recipients in Your prior instruction to Us or in the Quotation provided that You shall provide any such recipient with a copy of these Terms and Conditions.
- 11.5. You must advise recipients named in Your instruction to Us of the Services Validity Period.
- 11.6. If You release any part of the valuation or consultancy advice or its substance with our written consent, You agree: a) to inform the other person of the terms of our consent; and b) to compensate Us if You do not do so. We have no responsibility to any other person even if that person suffers damage as a result of any other person receiving this valuation or consultancy advice.

- 11.7. You must pay our Fees within 14 days of the date of a correctly rendered invoice. Fees that remain unpaid for a period of 30 days or more will attract an administration charge of 2% of the total of the invoice calculated per month or part thereof incurred from the date of the invoice.
- 11.8. We reserve the right to reconsider or amend the valuation or consultancy advice, or the Fee set out in our Quotation to You if:
 - (a) Certificates, surveys, leases, side agreements or related documentation that were not provided to Us prior to the provision of the Services are subsequently provided, and contain matters that may affect the value of the advice; or
 - (b) Where subsequent site inspections made in relation to any of the matters raised in clause 3 materially affect or may alter the value of the property the subject of the Services.

12. CONFIDENTIALITY

- 12.1. You must not disclose or make any of the Confidential Information available to another person without Our written consent.
- 12.2. If consent to disclose the Confidential Information is provided by Us, You agree to abide by any additional terms and conditions that We may apply to that disclosure.

13. PRIVACY

- 13.1. We may obtain personal information about You in the course of performing Our Services. We respect Your privacy. The Privacy Amendment (Private Sector) Act, 2001 requires Us to advise You that we will only obtain information that is necessary to assist us in the course of performing Our Services. If it is necessary for Us to engage third parties, we will inform these parties that they are not to disclose any personal information about You to any person or organisation other than Us.
 A copy of Our Privacy Policy can be obtained by contacting Our Chief Privacy Officer.

14. SUBCONTRACTING

- 14.1. We may subcontract or otherwise arrange for another person to perform any part of the Services or to discharge any of Our obligations under any part of these Terms and Conditions, with Your consent.

15. LIABILITY

- 15.1. You agree to release Us and hold Us harmless from all liability to You for or in respect of any loss, damage, costs and expenses of whatsoever kind which we have or may have or, but for the operation of this Clause, might have had arising from or in any way connected with the Services or the use of the Services or any part of them. This release shall be complete and unconditional except in the case of gross negligence or wilful misconduct by Us in the provision of the Services.
- 15.2. You agree that You will fully indemnify Us for and in respect of all loss, liability, costs and expenses of whatsoever kind which We may suffer or incur arising from or in any way connected with any breach by You of Clause 11 or Clause 12. This indemnity shall include but not be limited to loss, liability, costs and expenses which we may suffer or incur in respect of any claims, actions, proceedings, disputes or allegations made against Us or to which we are a party.

16. ENTIRE AGREEMENT

- 16.1. No further agreement, amendment or modification of these Terms and Conditions shall be valid or binding unless made in writing and executed on behalf of the Parties by their duly authorised officers.
- 16.2. If there is an inconsistency between these Terms and Conditions and the Quotation, any letter of instruction from You, or other specific request or information, the other specific request or information shall prevail to the extent of the inconsistency.



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