

Wednesday, 20 June 2018



BIG4 BEACON RESORT

An Independent Member of
BIG4 Holiday Parks of Australia Pty Ltd

78 Bellarine Highway
Queenscliff VIC 3225
Tel: 03 5258 1133
Fax: 03 5258 1152
ABN: 30 961 786 616
ACN: 006 933 035

Email: book@beaconresort.com.au
www.beaconresort.com.au

**DISCLOSURE STATEMENT
RELATING TO THE ANNUAL HOLIDAY SITE AGREEMENT
COMMENCEMENT DATE 1ST JULY 2018 TO END DATE 1ST JUNE 2019**

This disclosure statement is to the person intending to enter into an Annual Holiday Site Agreement at BIG4 Beacon Resort.

SCHEDULE

Details of occupation and other fees payable under the Agreement are as follows:

Site Fee – Caravan Dwelling **\$9,880.00**

- Covers up to two Principal Occupants, registered permitted Occupants
- For up to eight people (max. 4 Adults) per site at one time

Site Fee – Mobile Home Dwelling **\$11,100.00**

- Covers up to two Principal Occupants, registered permitted Occupants
- For up to eight people (max. 4 Adults) per site at one time

UNREGISTERED FEES

Unregistered Permitted Occupant Fee **\$25.00p.n**

- A non-refundable charge for unregistered guests whether accompanied or not by a Permitted Adult Occupant

Unregistered Motor Vehicle Fee **\$25.00p.n**

- A non-refundable charge for unregistered motor vehicle

Day Invitees **N.C**

- No charge applies during the times of 9am to 6pm, allowing free use of recreational and shower facilities excluding the swimming pool, Jumping cushion, indoor children's playground and organized Cousta Kids activities.
- For use of all facilities registration at reception is required prior to use to avoid any non-refundable charges applying.

PERMITTED USE

Permitted Nights – Caravan Dwelling **125**

- A permitted continuous period no longer than 45 days

Permitted Nights – Mobile Home Dwelling **Unlimited**

- A permitted continuous period no longer than 45 days for Non Residential Basis

MOTOR VEHICLES

Entry at any one time **2**

ANNUAL HOLIDAY SITE AGREEMENT

Commencement date **01/07/18**

End date **01/07/19**

1. SITE FEE AND OTHER CHARGES

Electricity and Gas Supply

- Quarterly electricity supply charges of **\$114.96** will be invoiced 1 December, 1 April, 1 June, and 1 September and charged to your credit card authorisation on file
- Electricity, if applicable, will be charged for at the rate set by the relevant authority.
- Any alterations to the electricity supply charges during the agreement will be notified in writing.
- Electricity usage will be invoiced 1 December, 1 April, 1 June and 1 September according to electricity used for the quarter and charged to your credit card authorisation on file
- For safety reasons, the electricity supply must be switched off and plugs disconnected whilst unoccupied.
- To avoid salt build-up, regularly remove plug from power head & clean to help prevent power heads burning out.
- 5.11 in the agreement is not applicable to this annual site agreement
- Option to install extension lead in conduit prior to being buried in the ground; or remove lead from power head and store inside whilst unoccupied (Specifications available from Reception).
- The Owner is unable to guarantee a continuous electricity supply.
- In the event of a power supply interruption, no responsibility will be taken for food spoilage and/or damage to appliances as a result.
- Gas supply should be shut off at the bottle whilst unoccupied and in the event of evacuation.
- The water hose from the tap to the kitchen sink may be buried at the rear of the caravan dwelling; or stored inside whilst unoccupied.

Water supply

- Water usage is included in the agreement.

Payment Options

- Refer to attached "Schedule to Annual Holiday Site Agreement"

Sundry item tax Invoices

- Refer to attached "Schedule to Annual Holiday Site Agreement"

Site Fee Agreement Conditions

- Payments will not be processed unless a current signed agreement, registration form is on file at reception.
- Up to eight people (max. 4 Adults) per site at one time.
- All minors under the age of 18 years of age to be accompanied a parent or guardian during stay
- Sub letting is not permitted under this agreement
- All Permitted Occupants/visitors must be named at time of registration.

2. PAYMENT OPTIONS

OPTION 1 – Payment in Full

- Credit Card (MasterCard or Visa)/ EFTPOS /Cash or Cheque
- Full Payment in advance by 1st July 2018
- Agreement to be signed and returned prior to 1 June 2018.
- Master card and Visa payments will incur a 2% charge
- Sundry Items on your account including gas/electricity charges will charged to a credit card on file on the 1st of the next month
- If the Occupant defaults in the payment of any money due under this Agreement then the Occupant must pay to the Owner upon demand interest on any money overdue during the period of default at a rate 2% higher than the rate for the time

OPTION 2 – New Direct Debit Authorisation

- Quarterly installments in advance due on 1st July 2018, 1st October 2018, 1st January 2019, 1st April 2019
- Direct debit request form must be signed and returned along with your agreement for processing prior to 1 June 2018.
- The nominated account will be debited for any outstanding sundry amounts along with the quarterly direct debit payment on the due date, unless otherwise arranged.
- Sundry Items on your account including gas/electricity charges will charged to a credit card on file on the 1st of the next month
- If the Occupant defaults in the payment of any money due under this Agreement then the Occupant must pay to the Owner upon demand interest on any money overdue during the period of default at a rate 2% higher than the rate for the time

OPTION 3 – Continue Current Direct Debit

- Quarterly installments in advance due on 1st July 2018, 1st October 2018, 1st January 2019, 1st April 2019.
- Direct debit request form must be signed and returned along with your agreement for processing prior to 1 June 2018.
- The nominated account will be debited for any outstanding sundry amounts along with the quarterly direct debit payment on the due date, unless otherwise arranged.
- Sundry Items on your account including gas/electricity charges will charged to a credit card on file on the 1st of the next month
- If the Occupant defaults in the payment of any money due under this Agreement then the Occupant must pay to the Owner upon demand interest on any money overdue during the period of default at a rate 2% higher than the rate for the time

3. WHAT IS THE TERM OF THE AGREEMENT?

- The term of the Agreement shall commence on the commencement date and shall expire on the 1st July following the commencement date.
- Notice to vacate the site within the current contract will not void any outstanding quarterly payments for that current year.

4. CAN THE AGREEMENT BE RENEWED?

- The occupant may apply for renewal of the Agreement at least 60 days before the end of the term.
- The Agreement will be renewed for a further year on the then current terms unless: -
- The dwelling fails to meet the standards required by the owner for dwellings within the Caravan Park; or
- The owner proposes to use the site or any part of it otherwise than a site for an Annual Holiday Site agreement

5. CAN THE DWELLING BE SOLD ON SITE?

Caravan Dwelling

- No. Caravans cannot be sold on site.

Mobile Home Dwelling

- Mobile Homes may be offered for sale at a price not greater than the purchased price.
- If Dwelling is to be sold on site a "Sale Agreement" is to be completed before being made available for sale.

6. IS THERE ANY RESTRICTION ON THE TYPES OF MOVABLE DWELLINGS ALLOWED AT THE CARAVAN PARK?

Caravans Dwelling/Tents

- Caravan dwelling and annex must be under 12 years old when sited.
- Caravan dwelling and annex located onsite after 1 October 2001 will need to be upgraded when caravan dwelling is aged 20 years old.
- Additional tent in car park max. 2.4 x 2.4 meters and relocated every three days. (Not to be erected whilst unoccupied).

Caravan Dwelling Aluminium Annexes

- Annexes must be no wider than 3.05m/10ft, including guy ropes.
- If removed for any period, floors and all other fittings must also be removed.
- Aluminum Annexes may be boxed in with new timber, aluminum board or galvanized steel.
- Aluminum Annexes must comply with council by-laws and statutory order.
- Annexe or verandah is to be kept within the profile of the dwelling and not to extend past the front of the tow bar.
- A replacement Aluminum Annexe may be installed on dwellings up to 22 years old providing the caravan dwelling is in excellent condition and subject to the Owner's approval. (Approval must be obtained prior to installation.)
- The caravan dwelling and annex would then need to be upgraded when the caravan dwelling reaches 30 years old should you wish the agreement wish to be renewed.

Mobile Homes Dwelling

- Built from the manufacturers Fleetwood - Rainbow Homes or Jayco as per design specifications approved by management.
- The Owners' contractors only may complete all installations and connections.

Site Coverage

- Dwelling total coverage may not exceed more than 2/3rds of your allocated site area.
- A gazebo OR tent is part of 2/3rds of your allocated site to a maximum of 2.4 x 2.4m
- Relocate gazebo/additional tent every 3 days to allow grass regeneration.
- Tents and gazebos must be removed whilst site is unoccupied including frame

7. WHAT MAY BE ERECTED/LOCATED ON THE SITE OTHER THAN THE DWELLING?

BBQ's

- BBQ's to be stored on decking or paved area
- Commercially manufactured BBQ covers, no tarpaulins

Chairs and tables

- Mobile Home dwelling may store tables and chairs on paved or balcony areas whilst dwelling is unoccupied.

Clotheslines

- Clotheslines – If temporary, the strings must be set at a height of 2m/6ft and removed when dwelling is unoccupied.
- Fences, barriers, external storage boxes, skirting, wheel covers and other permanent structural alterations are not permitted.

Gas Bottles

- Gas Bottles in good condition, rust free and bottle to be no older than 10 years
- Restrained as per reception office specifications to meet the statutory order
- Approval for 2 x 45Kg Gas bottle installation from reception if required.
- It is advisable to ordered a replacement 45 kg gas bottles from reception once one of the two bottles is empty

Keys

- A spare set of for your Dwelling is to be left at reception.
- Whenever your spare key is taken, the name of the person who has taken the key and when it was returned is recorded for security purposes.

Levelling Supports

- Caravan dwelling supports are to be a professionally manufactured type, bricks to be matching or new timber to be used.

Paintwork

- Paintwork is to be maintained in as new condition.

Gutters/Underneath

- To be free of sticks and leaves and other articles from underneath will help to eliminate vermin.
- Gutters to be free of sticks and leaves

Paving

- Paving that may become dislodged or uneven needs to be relayed replaced or removed.
- Paving plans to be submitted to Reception for approval prior to commencement of works
- Pay TV may not be installed.

Pot Plants

- Site to be free of pot plants, ornaments and garden beds
- Structures may not be erected on the site without the written consent of the Owner.

Tarpaulins

- Tarpaulins are not to be used at any time for the storing of equipment and BBQs under.
-

Changes to Site

- The Owner must approve of any changes to the surrounds on your site (i.e. paving, awnings, and clotheslines).
- A request form and site plan should be submitted and approved before any works begin.

Annexes/Veranda/Awnings

- Verandahs may not be enclosed.
- Verandahs not to exceed the tow bar of a caravan dwelling
- Awnings to be retractable and rolled up whilst unoccupied.
- Decking to be in as new condition and constructed from new materials
- Annex fly is to be a standard commercial frame type fly. Fly's wire frames are to be removed immediately if not in use
- Annex fly over to be cleaned and maintained on a regular basis

Gazebos

- Gazebos must be removed whilst site is unoccupied
- Gazebos are to be a portable structure
- Must not exceed to 2/3rds occupation of the site including your fixed structure

Caravan Dwelling Wheels/Towbar

- Wheels to be attached and appear capable of being towed
- Chassis and tow bar free of rust and in good condition

8. WHAT CAN I LEAVE EXTERNALLY WHEN THE SITE IS UNOCCUPIED?

- Items left outside or underneath whilst unoccupied will be considered rubbish and removed for disposal (BBQ's exempt).
- Mobile Homes dwelling - Tables and Chairs can be stored on Verandahs or paved area
- Caravan dwelling chairs & Tables will be stored inside Dwelling whilst unoccupied
- Bikes to be stored internally
- All personal belongings are to be stored inside whilst unoccupied.

9. IS THERE A LIMIT ON THE NUMBER OF DAYS I CAN ACCESS THE PARK?

Caravans Dwelling

- Yes. The annual registration fee allows the Principal and Additional Permitted Occupants to use the Park and its facilities for up to 125 days per year.
- A permitted continuous period no longer than 45 days
- Nights stayed in excess of this entitlement will be charged as per current casual site schedule.
- The site is to be used for holiday purposes only and is not to be used for permanent living or listed as your primary residential address.

Mobile Homes Dwelling

- Yes. A permitted continuous period no longer than 45 days
- The site is to be used for holiday purposes only and is not to be used for permanent living or listed as your primary residential address

10. CAN THE OWNER REQUIRE RELOCATION OF THE DWELLING DURING THE TERM OF THE AGREEMENT?

- Yes. The Owner can require relocation at any time upon giving 60 days' notice.
- Refer to "Relocation of Dwelling" in the Annual Holiday Site Agreement

11. WHO PAYS THE COST OF RELOCATION DURING THE AGREEMENT?

- The Owner shall reimburse the direct cost of relocation unless it is required by the direction of or to comply with a policy of any competent authority in which case the cost must be borne by the Principle Occupant.

12. ARE THERE ANY RESTRICTIONS ON INVITEES (VISITORS) COMING INTO THE PARK?

- Overnight invitees to be register prior to entering the park for insurance, OH&S, park fire management plan in case an emergency occurs.
- Overnight invitees arriving outside office hours. (8am–7pm 7 days to contact reception to complete a pre-registration this includes motor vehicle registration, guests name and mobile number.
- A non-refundable charge will apply to the Principal Occupants account for any unregistered invitees not complying with registration requirements.
- Day visitors no charges apply during the times of 9am to 6pm, allowing free use of recreational and shower facilities excluding the swimming pool, Jumping cushion, indoor children's playground and organized Couta Kids activities.
- Refer to the registered permitted Adult and Children Occupants in the Annual Holiday Site Agreement

13. WHAT SAFETY EQUIPMENT DO I NEED TO HAVE ON MY SITE?

- 1 kg Dry Chemical Portable Fire Extinguisher must be installed in each dwelling (excluding tents) in accordance with AS2444 as per the statutory order
- Fire extinguisher signs to be installed above the Fire Extinguisher as per statutory order
- Ideally, fire extinguishers and blankets should be located in a conspicuous and readily accessible position, supported by a substantial hook or bracket mounted not more than 1.2 meters above the floor ('grab height'). They should not be located in positions where access could present a hazard to the potential user. Where practicable, they should be located along normal paths of travel and near exits as per statutory order
- One x Fire Blanket and One x Smoke Detector
- Park site plan in displayed in prominent position marking your site position with "you are here".

14. HOW MANY VEHICLES ARE ALLOWED PER SITE?

- Two (2) registered motor vehicles per site are permitted within the park at any one time.
- Limited in-house parking is available for additional registered motor vehicle /boats (maximum of 2 motor vehicles per site) – passes are available at reception.
- Please use allocated parking on your site
- Designated visitors motor vehicles park areas are marked on park plan
- Free motor vehicle parking is also available along the park's external boundaries.
- Boats and trailers are not counted as additional motor vehicles and parked either on the site motor vehicle park or in the designated visitors motor vehicle park areas
- Motor vehicles and their registration numbers must be recorded at reception prior to entry.
- Access Card/Pin Numbers are not transferable to unregistered motor vehicles.
- Only registered motor vehicles are able to access the system
- Tailgating may cause damage to your motor vehicle/boom gate, the owner will not be responsible for any damage caused to the motor vehicle
- Motor vehicles are not to be left on roadways or on vacant sites.

15. WHAT ARE THE GUIDELINES FOR BIKES BICYCLES, SCOOTERS, SKATEBOARDS, SKATES AND ROLLERBLADES?

- For the safety and enjoyment for all guests, please ensure these rules/guidelines are followed –
- Bicycles, scooters, skateboards, skates and rollerblades are welcome to be ridden within the park. Safety equipment, including helmets must be worn at all times (normal public road laws apply).
- For their own safety, children must be under direct parental supervision whilst riding within the park.
- All roads are considered by law to be public access; therefore Local and Government road traffic rules and safety provisions apply. (i.e./ Police will issue fines for traffic offences within the park including lack of bike helmets)
- Bicycles, scooters, skateboards and rollerblades/skates must be used on roadways only. Please do not ride them on pathways, in bathroom amenities nor in the leisure and recreation facilities (including BBQ areas).
- Please use allocated bike parking areas wherever possible.
- Please maintain all motor vehicle speed limits to walking pace only.
- The rider (or, where under 18yrs of age, the parent/guardian) is liable for damage caused, accidental or otherwise, to any third party property, the Principle Occupant or registered guest details will be given to the owner of any motor vehicle /property damaged
- Bicycles are available for hire from BIG4 Beacon Resort and are subject to 'Terms and Condition' as per the Bike Hire Agreement provided at the time of hire. Parents/guardians must approve of the hire by signing the agreement prior to the bike hire commencing.
- Bikes – when occupying your Dwelling, please secure bikes or store inside overnight. This is to discourage theft of property.
- Bikes & racks to be stored inside dwelling whilst unoccupied.

1. WHO CAN I USE FOR CONNECTIONS TO THE PARKS SERVICES?

- The Owners' contractors only may complete all installations and connections to services supplied by the park.